



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

JUNE 21, 2016

REVISED AGENDA

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

A. OPENING

1. Pledge of Allegiance
2. Silent Invocation
3. Roll Call
4. Rules of Procedure

B. AGENDA APPROVAL

C. PUBLIC HEARING

5. Second Reading - Ordinance No. 2016-9 - Moratorium on the issuance of development orders, building permits, zoning verification letters, and zoning approvals for business tax receipts for the operation of adult entertainment establishments in the City of Port Orange; Case No. 16-25000001

D. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

6. Citizen Advisory Committee for TPO

E. CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

F. COUNCIL COMMENTS

7. Comments/Concerns from Council Members

G. CONSENT AGENDA

8. Approval of Minutes

- a. June 7, 2016 - Regular City Council Meeting
- b. June 14, 2016 - City Council Workshop

9. Resolution No. 16-33 – Right-of-Way Vacation – Martin Road

10. Resolution No. 16-34 - Adopting Inventory List of Municipal Property Appropriate for Use as Affordable Housing

11. Bid Awards and Contract Items

- a. Provide authority to the City Manager authorizing the sale of brass components from meters salvaged from the meter replacement program for estimated revenue in an excess of \$25,000
- b. Award of RFP #16-20, Disaster Debris Monitoring Services
- c. Change Order No. 1 to Piggyback Agreement with Sparks Concrete, LLC
- d. Change Order No 1 to the Standard Contract for Services with Sunstate Meter & Supply, Inc.
- e. Extend Piggyback Agreement - Quentin L. Hampton Associates, Inc., Storm Water Drainage Improvements in the Monroe Street and Virginia Avenue Areas.

12. 1-year Lease Extension with ArtHaus Foundation, Inc. for the City-owned property located at 3840 Ridgewood Avenue

13. National Night Out

14. Council on Aging License Agreement

15. First Amendment and Renewal to the Hunting Lease for Smokey Hunt Club, Inc.

16. Amendment #1 to Interlocal Agreement with Volusia County for Jointly Owned Property

17. Concurrence and Fair-Share Agreement for the Sanctuary at Westport Apartment Site Plan - Case No. 16-80000001

18. Proposed Settlement for IAFF Grievance Regarding Compensatory Time

H. REGULAR AGENDA

19. Resolution No. 16-32 - Budget Appropriation

20. Volusia Governments Water Resources Compact Ratification

I. COMMENTS

21. City Attorney Comments

- a. Riverwalk Development Update
- b. Lien Amnesty Progress Report

22. City Manager Comments

J. COUNCIL COMMITTEE REPORTS

23. City Council Committee Reports

- a. ArtHaus
- b. Chamber of Commerce
- c. Roundtable of Elected Officials

K. ADJOURNMENT

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COUNCIL WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE HE OR SHE MAY NEED TO ENSURE AT HIS OR HER OWN EXPENSE FOR THE TAKING AND PREPARATION OF A VERBATIM RECORD OF ALL TESTIMONY AND EVIDENCE OF THE PROCEEDINGS UPON WHICH THE APPEAL IS TO BE BASED.

NOTE: IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO 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, WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING DATE; IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 1-800-955-8771.

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.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/21/2016

Consent item: No

SUBJECT: Second Reading - Ordinance No. 2016-9 - Moratorium on the issuance of development orders, building permits, zoning verification letters, and zoning approvals for business tax receipts for the operation of adult entertainment establishments in the City of Port Orange; Case No. 16-25000001

DEPARTMENT: Community Development

GOAL: N/A

OBJECTIVE: N/A

RECOMMENDED MOTION: Move to approve Ordinance 2016 - 9, issuing a moratorium for 1-year on the issuance of development orders, building permits, zoning verification letters, and zoning approvals for business tax receipts for the operation of adult entertainment establishments in the City of Port Orange.

SUMMARY: Planning Commission Action (5/26/16): Recommended Approval

At the direction of the City Council at their April 19, 2016 meeting, staff has prepared an ordinance imposing a 1-year moratorium on the issuance of development orders, building permits, zoning verification letters, and zoning approvals for business tax receipts for the operation of Adult Entertainment Establishments within the City limits. If the ordinance is approved, the proposed moratorium will allow staff to further research the Land Development Code and Code of Ordinances regarding locations and development requirements for adult entertainment establishments.

The Adult Entertainment Establishments regulations in the Code of Ordinances and Land Development Code have not been comprehensively updated since 1997. If modifications are needed to maintain reasonable and uniform regulations for adult entertainment establishments that protect the health, safety and general welfare of the residents of Port Orange, amendments to the Code of Ordinances and Land Development Code will be prepared and brought before Council for review.

Currently, Adult Entertainment Establishments is a Special Exception use within the Highway Commercial zoning district. In Port Orange, a Special Exception is reviewed by the Planning Commission and must be approved by the City Council. In addition to standard development requirements for all Special Exception uses (traffic generation, parking, landscaping, etc.), Adult Entertainment Establishments must comply with specific development requirements. The special development requirements currently include: separation distance from residential uses, existing adult entertainment establishments, bars, schools, parks, and houses of worship as well as landscape buffering from adjacent uses.

Project Funding Account
No.: No.:

ATTACHMENTS:

1.	Ordinance No. 2016-9	.pdf
2.	Staff Report	Moratorium - Adult Entertainment Establishments Staff Report.pdf

Robin Fenwick

Created/Initiated - 06/17/2016

ORDINANCE NO. 2016-9

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA; ESTABLISHING A
MORATORIUM ON THE ISSUANCE OF DEVELOPMENT
ORDERS, BUILDING PERMITS, ZONING VERIFICATION
LETTERS, AND ZONING APPROVALS FOR BUSINESS
TAX RECEIPTS FOR THE OPERATION OF ADULT
ENTERTAINMENT ESTABLISHMENTS IN THE CITY OF
PORT ORANGE; PROVIDING FOR THE DURATION OF
THE MORATORIUM; PROVIDING FOR INTERPRETATION;
PROVIDING DEFINITIONS; PROVIDING FOR REPEAL OF
CONFLICTING ORDINANCES; PROVIDING FOR
SEVERABILITY; PROVIDING FOR CODIFICATION; AND
PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange regulates the use of land through its Comprehensive Plan and the Land Development Code; and

WHEREAS, the Land Development Code must be reviewed and amended periodically in order to maintain effective regulations; and

WHEREAS, the City Community Development Department believes that review of the City's Adult Entertainment Establishment zoning and regulations is needed to ensure effectiveness; and

WHEREAS, the City Council hereby determines that the zoning and regulations under review are of such gravity that issuing any development orders, building permits, zoning verification letters, or zoning approvals for business tax receipts for Adult Entertainment Establishments would in all probability undermine the recommendations of the Community Development Department for revisions to zoning and regulations set forth in the Land Development Code and Code of Ordinances; and

WHEREAS, to protect, preserve, and effectuate the public safety and welfare, the City Council finds that a moratorium on the receipt of applications for and the issuance of any development orders, building permits, zoning verification letters, or zoning approvals for business tax receipts for the operation of Adult Entertainment Establishments is necessary for a limited duration and until regulations are codified in the Land Development Code and Code of Ordinances to address the concerns referenced above; and

WHEREAS, specific authority for this ordinance includes but is not limited to Article VIII, Section 2, Florida Constitution of 1968; Chapters 163 and 166, Florida Statutes; and Sections 163.3161, 163.3194, and 163.3201, Florida Statutes; and

WHEREAS, the Planning Commission, sitting as both the Local Planning Agency and the Planning Commission (hereinafter referred to as the "LPA"), has found this ordinance to be consistent with the Comprehensive Plan; and

WHEREAS, the LPA has determined that this ordinance is necessary to promote the economic order of the community by encouraging the proper regulation of Adult Entertainment Establishments in the City of Port Orange; and

WHEREAS, the LPA finds that additional reasons necessary for imposing the moratorium in this ordinance include:

1. Preservation of the status quo in the community to avoid a crisis being created by the impact on abutting properties, property values and community/neighborhood preservation;

2. Preservation of the status quo in the community pending a determination by the City to adopt local regulations relating to Adult Entertainment Establishments in the City of Port Orange;
3. Avoiding the creation of vested rights or nonconforming or inconsistent uses as a result of amended permitting systems and regulations;
4. Control of community development during the time period of the review and amendment of local regulations; and
5. Allowing a time period for comprehensive planning to proceed, if applicable; and

WHEREAS, the LPA finds that based on the foregoing reasons for the moratorium established by this ordinance will promote the public health, welfare, safety, aesthetics, and economic order of the community and the region; and

WHEREAS, the LPA has determined that a moratorium of twelve (12) months in duration is the minimum reasonable period of time needed to review this issue and determine what amendments or modifications are needed; and

WHEREAS, the City Council hereby adopts the findings of the LPA as its own.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. Purpose and Intent.

The foregoing "WHEREAS" clauses are hereby ratified and affirmed as being true and correct and are incorporated herein by reference.

Section 2. Definitions.

Adult Entertainment Establishment shall have the same meaning as set forth in Section 18-236 of the City of Port Orange Code of Ordinances.

Section 3. Moratorium Imposed.

a. The Land Development Code and Code of Ordinances are hereby amended by placing a moratorium on the issuance of any development orders, building permits, zoning verification letters, or zoning approvals for business tax receipts for the operation of Adult Entertainment Establishments. For purposes herein, the term, "development order," shall have the same meaning as that set forth in Section 163.3164, Florida Statutes.

b. Applications for issuance of development orders, building permits, zoning verification letters, or zoning approvals for business tax receipts for medical marijuana related facilities or activities shall be considered pursuant to the following requirements:

- (1) Applications received on or after the effective date of this ordinance may be received and reviewed. However, no development orders, building permits, zoning verification letters, or zoning approvals for business tax receipts shall be issued in violation of the moratorium on the issuance of development orders, building permits, zoning verification letters, or zoning approvals for business tax receipts for the operation of Adult Entertainment Establishments. If amendments to the Comprehensive Plan or the Land Development Code are adopted by the City Council on or before the expiration of the moratorium that revise the substantive or procedural legal requirements regarding the operation of Adult Entertainment Establishments, any application not approved for issuance of a development order, building permit and zoning approval and submitted on or after the date of this ordinance, but before the expiration of the moratorium, shall be required to comply with the new substantive or procedural legal requirements.

c. The moratorium imposed by this ordinance shall expire within 365 days of adoption of this Ordinance by the City Council, or the adoption of an ordinance amending the Comprehensive Plan or the Land Development Code regarding the zoning of or otherwise regulating Adult Entertainment Establishments, whichever event shall first occur. The moratorium shall be deemed to be in effect over all of the geographic area of the City now existing or which may be hereafter annexed during the pendency of the moratorium. This ordinance shall be deemed to be pending on Adult Entertainment Establishments, within the meaning of the term "pending ordinance" as that term is used in Smith v. City of Clearwater, 403 So.2d 407 (Fla. 1981).

d. During the pendency of this moratorium the City Manager and the Community Development Director shall proceed in good faith to undertake a planning study to determine appropriate amendments to zoning and development related ordinances, if any.

e. The Community Development Director shall make interpretations of this ordinance.

Section 4. Conflicting Ordinances.

All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 5. Severability.

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 6. Codification.

It is the intention of the City Council for the City of Port Orange, and it is hereby provided that the provisions of this ordinance shall become and be made a part of the Code of Ordinances and Land Development Code; that the sections of this ordinance may be renumbered or re-lettered to accomplish such intention; and that the word “ordinance” may be changed to “section”, “article” or other appropriate designation.

Section 7. Effective Date.

This ordinance shall become effective immediately upon final passage by the City Council.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of

Passed and adopted on second and final reading on the day of

Reviewed and Approved: _____
Matthew J. Jones, Deputy City Attorney



STAFF REPORT

Moratorium - Adult Entertainment Establishments CASE NO. 16-25000001

REQUEST: To establish a 1-year moratorium on the issuance of development orders, building permits, zoning verification letters, and zoning approvals for business tax receipts for the operation of adult entertainment establishments in the City of Port Orange.

APPLICANTS: City of Port Orange

RECOMMENDATION: **Approval**

STAFF CONTACT: Tim Burman, Planning Manager (386)-506-5675

PLANNING COMMISSION DATE: May 26, 2016

DISCUSSION:

The requested moratorium will allow staff to review the existing City requirements for Adult Entertainment Establishments as part of an on-going maintenance effort. The Adult Entertainment Establishments regulations in the Code of Ordinances and Land Development Code have not been comprehensively updated since 1997. If modifications are needed to maintain reasonable and uniform regulations for adult entertainment establishments that protect the health, safety and general welfare of the residents of Port Orange, amendments to the Code of Ordinances and Land Development Code will be prepared and brought before Council for review.

Currently, Adult Entertainment Establishments is a Special Exception use within the Highway Commercial zoning district. In Port Orange, a Special Exception is reviewed by the Planning Commission and must be approved by the City Council. In addition to standard development requirements for all Special Exception uses (traffic generation, parking, landscaping, etc.), Adult Entertainment Establishments must comply with specific development requirements. The special development requirements currently include: separation distance from residential uses, existing adult entertainment establishments, bars, schools, parks, and houses of worship as well as landscape buffering from adjacent uses.

At the direction of the City Council at their April 19, 2016 meeting, staff has prepared an ordinance imposing a 1-year moratorium on the issuance of development orders, building permits, zoning verification letters, and zoning approvals for business tax receipts for the operation of Adult Entertainment Establishments within the City limits. If the ordinance is approved, the proposed moratorium will allow staff to further research the Land Development Code and Code of Ordinances regarding locations and development requirements for adult entertainment establishments.

RECOMMENDATION:

Approval of a 1-year moratorium on the issuance of development orders, building permits, zoning verification letters, and zoning approvals for business tax receipts for the operation of adult entertainment establishments in the City of Port Orange as directed by the City Council at their April 19, 2016 meeting.

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
JUNE 7, 2016

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

Pledge of Allegiance

Silent Invocation

Roll Call: Present: Councilman Bob Ford
Councilman Donald Burnette
Councilman Scott Stiltner
Vice Mayor Drew Bastian
Mayor Allen Green

Also Present: Jake Johansson, City Manager
Margaret T. Roberts, City Attorney
Robin Fenwick, City Clerk

Portions of the Rules of Procedure as approved by City Council on May 3, 2016 were read by Robin Fenwick, City Clerk.

AGENDA APPROVAL

Mayor Green asked that item #23 be moved up on the agenda to be heard prior to the public hearings. Council agreed.

Motion to move item #23 to after item #9 was made by Councilman Burnette, and Seconded by Vice Mayor Bastian. Motion carried unanimously by voice vote.

Item #17 was pulled for further discussion.

Motion to approve the agenda as amended was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by voice vote.

SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

5. Atlantic High School Student Government Day recognition

Mayor Green provided certificates to the students for their participation. Council thanked the students for their participation.

6. Recognition of Service - Andrew Neff, Public Utilities Director

Mr. Johansson and Council thanked Andrew Neff for his service to the community.

7. CALEA Accreditation with Excellence Award

Police Chief, Thomas Grimaldi, advised Council of the CALEA Accreditation with Excellence Award presented to the Port Orange Police Department.

8. Police Department Recognition Awards

Chief Grimaldi and Assistant Chief Bill Proctor presented awards of recognition to Police personnel.

9. Report from KemperSports on Cypress Head Golf Course

Bob Duquette, General Manager, provided details from the performance of the golf course for the month of April 2016.

D. PUBLIC HEARING

10. First Reading - Ordinance No. 2016-9 - Moratorium on the issuance of development orders, building permits, zoning verification letters, and zoning approvals for business tax receipts for the operation of adult entertainment establishments in the City of Port Orange; Case No. 16-25000001

Mayor Green read Ordinance No. 2016-9.

ORDINANCE NO. 2016-9

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ESTABLISHING A MORATORIUM ON THE ISSUANCE OF DEVELOPMENT ORDERS, BUILDING PERMITS, ZONING VERIFICATION LETTERS, AND ZONING APPROVALS FOR BUSINESS TAX RECEIPTS FOR THE OPERATION OF ADULT ENTERTAINMENT ESTABLISHMENTS IN THE CITY OF PORT ORANGE; PROVIDING FOR THE DURATION OF THE MORATORIUM; PROVIDING FOR INTERPRETATION; PROVIDING DEFINITIONS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR

SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2016-9 on first reading was made by Vice Mayor Bastian, and Seconded by Councilman Burnette.

Tim Burman, Planning Manager, advised the moratorium will allow Staff to continue to review current codes. If changes are needed, Staff will bring them forward to Council.

Motion carried unanimously by roll call vote.

11. Development Order Modification to Final Plat & Plans and Amendment No 2. to the existing Concurrency Fair-Share Agreement for Hawks Preserve at Port Orange Plantation - Ph II, located north of Town West Blvd., between Coraci Blvd. and McGinnis Ave. Case No. 16-52000002

Penny Cruz, Principal Planner, asked that item #11 and #12 be discussed together.

12. Development Order Modification to Final Plat & Plans and Amendment No. 3 to the existing Concurrency Fair-Share Agreement for Hawks Preserve at Port Orange Plantation - Ph I, located north of Town West Blvd., between Coraci Blvd. and McGinnis Ave. Case No. 16-52000001

Motion to approve the Development Order Modifications (items #11 and #12) subject to the recommendations of the City Attorney's Office as outlined in the Staff Report was made by Councilman Burnette, and Seconded by Vice Mayor Bastian.

Ms. Cruz explained the changes and advised there is a decrease of the number of lots in the project.

Motion carried unanimously by roll call vote.

E. CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

There were no public comments.

F. COUNCIL COMMENTS

13. Comments/Concerns from Council Members

Councilman Ford is concerned with the condition of the Penna Court Motel that the City recently purchased. Mr. Johansson advised that Public Works boarded up the building and said Staff is moving forward with demolition. Councilman Ford asked for the status of the flooding task force. Mr. Johansson said as soon as Staff is stabilized; hopefully within the next few months.

Councilman Burnette met with residents from Royal Palm and Town West and would like the developer to move forward with the buffer in the front of the new subdivision to avoid noise and dust issues. He asked that the motel just south of the Eagles Lodge be cited as it is an eyesore. Councilman Burnette would like Council to discuss urban chickens. Mr. Johansson doesn't believe there is new data on the pilot programs as discussed with Council in May 2014 but Staff is checking into it. Problems still exist with the programs. Options will be provided by Staff.

Vice Mayor Bastian asked all to be careful as today was the last day of school for our children.

Councilman Stiltner asked for the status of the Menzi Muck. Mr. Johansson said it is being delivered and the Gradall has been ordered. He will provide information as to what the Gradall will be used for and what other tools will be used for drainage maintenance.

G. CONSENT AGENDA

14. Approval of Minutes
 - a. May 17, 2016 - Regular Council Meeting
 - b. May 31, 2016 - City Council Workshop
15. Resolution No. 16-31 - Community Aesthetic Feature (CAF) Agreement for City Gateway Signage on SR 5/US1.
16. Bid Awards and Contract Items
 - a. Request approval to renew Environmental Legal Liability Insurance with Aspen Special Insurance Company
 - b. Award of Bid #16-12 Street Striping Project to Whiteleaf, LLC dba Traffic Solutions
 - c. Approve Standard Contract for Services with Bright House Networks Enterprise Solutions, Inc.
 - d. Change Order No 2 to Task Authorization No 4 to the contract for Engineering Services with Kimley-Horn and Associates, Inc. for the Riverwalk Park Utility Relocation / Upgrade time extension request.
17. City sale to TCW Management, LLC of Real Property at 4460 Eastport Parkway
18. Hawthorne Village at Port Orange, Inc. Non-Disturbance Agreement

19. Major Special Event Request – Remarkable River 5K/10k @ Aunt Catfish Restaurant at 4009 & 4108 Halifax Drive and 4085 Ridgewood Avenue.

20. Approval of Mlynarski Settlement

Motion to approve the Consent Agenda as amended was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by roll call vote.

Item #17 - City sale to TCW Management, LLC of Real Property at 4460 Eastport Parkway

Mr. Nofall expressed his concerns with the City competing with the private sector in real estate.

Motion to approve item #17 as presented was made by Vice Mayor Bastian, and Seconded by Councilman Burnette.

Councilman Ford is also concerned with the City competing with the private sector. He doesn't want to buy property with the intent to re-sell it.

Motion carried unanimously by roll call vote.

H. REGULAR AGENDA

21. Florida League of Cities Voting Delegate Designation for 2016

Motion to appoint Councilman Stiltner was made by Councilman Burnette, and Seconded by Councilman Ford. Motion carried unanimously by voice vote.

22. Lien Search Process Improvement

Alan Rosen, Assistant City Manager, provided details of the current lien search process and the proposal from Staff to outsource the process for better service to the customers. It will also provide more Staff time for completing other projects in-house.

Mr. Johansson advised that the City Clerk has received the quote for outsourcing the scanning project, which was in the amount of \$38,000. The City Clerk will be able to use current Staff to complete the scanning project in-house with the outsourcing of the lien search process. Council agreed to outsource the lien search process.

23. Homeless Shelter

Tony Deobil, Director of Social Services for the Salvation Army, explained their work in Daytona Beach for the homeless population.

Mike Cornell, Program Coordinator, discussed the number of homeless people they are trying to assist. He recently assisted homeless veterans in Flagler and Volusia counties.

Mayor Green doesn't believe the County program had an end program. He believes this program does.

Councilman Ford asked if Port Orange homeless people can be taken to the Salvation Army for assistance. Mr. Deobil said people are moved into beds based on their immediate needs. They are limited on beds so not everyone is served. They are working on a long term goal to answer "yes" every time.

Councilman Burnette supported the plan by the Salvation Army. He has served on the Advisory Board for the Salvation Army and declared a voting conflict.

Vice Mayor Bastian thanked them for their work.

Councilman Stiltner asked how the cost share amount was determined. Mr. Deobil advised that the City of Daytona Beach provided a formula showing each city's cost share amount. The Salvation Army is about results and does not advocate that formula.

Thomas Redman, Orlando resident, supports the Salvation Army's program.

Mr. Johansson advised that the information provided in the agenda item is from the City of Daytona Beach based on the information provided by the Salvation Army and represents the City's fair share amount from the City of Daytona Beach. Staff supports supporting the Salvation Army to help with the City's homeless problem. Staff will continue to work with key stakeholders for a long term solution.

Motion to approve the fair share portion of \$12,542.61 to the City of Daytona Beach was made by Councilman Ford, and Seconded by Vice Mayor Bastian. Motion carried 4-0-1 by roll call vote with Councilman Burnette abstaining.

I. COMMENTS

24. City Attorney Comments

The City Attorney has nothing further.

25. City Manager Comments

Mr. Johansson provided an update as to the emergency management procedures during Tropical Storm Colin. The new EOC is moving forward. He advised Council that the Council Summary will not be prepared any longer; however, the draft minutes will be provided to Council.

J. COUNCIL COMMITTEE REPORTS

26. City Council Committee Reports

- a. YMCA – Councilman Stiltner reported that the men's locker rooms have been completed. They are looking for volunteers to serve on the Board.
- b. General Employees' Pension Plan – There was nothing to report.
- c. River to Sea TPO – Councilman Ford reported that their budget was approved.

ADJOURNMENT: 8:25 p.m.

Mayor Allen Green

Attest:

Robin Fenwick, CMC
City Clerk

CITY COUNCIL WORKSHOP MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
JUNE 14, 2016

THE CITY COUNCIL WORKSHOP of the City of Port Orange was called to order by Mayor Allen Green at 6:30 p.m.

Pledge of Allegiance

Silent Invocation

Roll Call:	Present:	Councilman Bob Ford Councilman Donald Burnette Councilman Scott Stiltner Vice Mayor Drew Bastian Mayor Allen Green
	Also Present:	Jake Johansson, City Manager Margaret T. Roberts, City Attorney Robin Fenwick, City Clerk

Portions of the Rules of Procedure as approved by City Council on May 3, 2016 were read by Robin Fenwick, City Clerk.

DISCUSSION ITEMS

5. CIP

Mr. Johansson advised that Staff will provide a brief regarding the funded CIP projects for FY17 and asked Council to provide further direction. Department Heads and Staff presented their requests for CIP projects for FY17 only.

Councilman Burnette would like to add the left turn lane project on Yorktowne Blvd., as well as the Bruner Road project for sidewalks. Council is happy with the connection of the trails and sidewalks. Councilman Stiltner cautioned on creating a bigger problem by adding a right turn at City Center Blvd.

Councilman Ford believes a workshop needs to be held regarding the direction of the recreation program. Council agreed.

Councilman Burnette asked that a sign be added to the City Hall building indicating it is City Hall.

ADJOURNMENT: 8:48 p.m.

Attest:

Mayor Allen Green

Robin Fenwick, CMC, City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/21/2016

Consent item: Yes

SUBJECT: Resolution No. 16-33 – Right-of-Way Vacation – Martin Road

DEPARTMENT: Community Development

GOAL: 2 - Quality of Life

OBJECTIVE: N/A

RECOMMENDED MOTION: Move to approve Resolution No. 16-33, subject to receipt of the franchise utility release letters and the approval of the quit claim deeds by the city attorney.

SUMMARY: The Community Development Department has received a right-of-way vacation application for a portion of the once planned Martin Road right-of-way. JPSP Investments, LLC, the applicant and agent for the adjacent property owners, CC Woodhaven, LLC and Pinnacle of Port Orange Homeowners Association, Inc., has made this request in connection with a future submittal for a proposed modification to the approved Pinnacle PUD, Phase II subdivision. In May, the City Council approved an amendment to the Comprehensive Plan that removed Martin Road as a planned roadway and an amendment to the Woodhaven PUD to remove the requirement to construct that road.

The right-of-way vacation application and legal description have been reviewed for completeness and accuracy. City departments have reviewed the application and have no outstanding concerns. A second stabilized emergency access roadway and easement approved with the Pinnacle Phase II development will be required and reconfigured with the future development modification review. There are no currently planned public roadway, drainage, sewer, or water improvements proposed for the subject area in the future. The applicant is currently obtaining release letters from all franchise utility companies. If the vacation is approved, the city will quit claim to the adjacent property owners, one-half of the right-of-way area vacated. The right-of-way area may be vacated, as described in the attached Exhibit "A", conditionally upon the receipt of all franchise utility company release letters.

Project Funding Account
No.: No.:

ATTACHMENTS:

1.	Reso. No. 16-33	Reso. No. 16-33.pdf
2.	aerial	martinaerial.pdf
3.	location map	martin location.pdf

4.	description drawing	martin drawing.pdf
5.	roadway deed	martin deed.pdf
6.	future access easement	martin access easement.pdf

Chip Glor

Wayne Clark

Margaret Roberts

Matthew Jones

M. Jake Johansson

Created/Initiated - 06/08/2016

Approved - 06/08/2016

Approved - 06/16/2016

Approved - 06/16/2016

Final Approval - 06/16/2016

RESOLUTION NO. 16-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, VACATING A PORTION OF THE ONCE PLANNED MARTIN ROAD RIGHT-OF-WAY; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A QUIT CLAIM DEED; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, CC Woodhaven, LLC, a Florida limited liability company and Pinnacle of Port Orange Homeowners Association, Inc, a Florida not for profit corporation, are the record owners of the properties adjoining a portion of right-of-way commonly known as Martin Road which was dedicated to the City by Deed of Dedication recorded at Book 5379, Page 15 of the Official Records of Volusia County, Florida; and

WHEREAS, CC Woodhaven, LLC, and Pinnacle of Port Orange Homeowners Association, have applied to the City to vacate that portion of right-of-way commonly known as Martin Road which was dedicated to the City by Deed of Dedication recorded at Book 5379, Page 15 of the Official Records of Volusia County, Florida; and

WHEREAS, the applicants have 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 a right-of-way under constitutional home rule powers, Chapter 166 and Chapter 177, Florida Statutes; and

WHEREAS, the City Council of the City of Port Orange has determined that the portion of the public right-of-way to be vacated is not presently in use and that adjoining and neighboring owners of property will not be adversely affected by the vacation of a portion of the public right-of-way and it is in the best interest and welfare of the City of Port Orange and the citizens thereof to vacate and abandon this portion of the public right-of-way as more particularly described herein below.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The interest of the City of Port Orange, Volusia County, Florida, in the following described public right-of-way is hereby declared to be vacated and abandoned and any right, title and interest of the City of Port Orange and any public rights in and to the public right-of-way hereby vacated are renounced and disclaimed. The portion of the dedicated public right-of-way to be vacated is more particularly described as follows:

See **Exhibit "A"**, attached hereto and made a part hereof.

Section 2. The Mayor and City Clerk are hereby authorized and directed to execute the Quit Claim Deed upon approval by the City Attorney.

Section 3. If any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held invalid or unconstitutional by any court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application thereof.

Section 4. That all resolutions made in conflict with this resolution are hereby repealed.

Section 5. This resolution shall become effective immediately upon adoption.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the day of

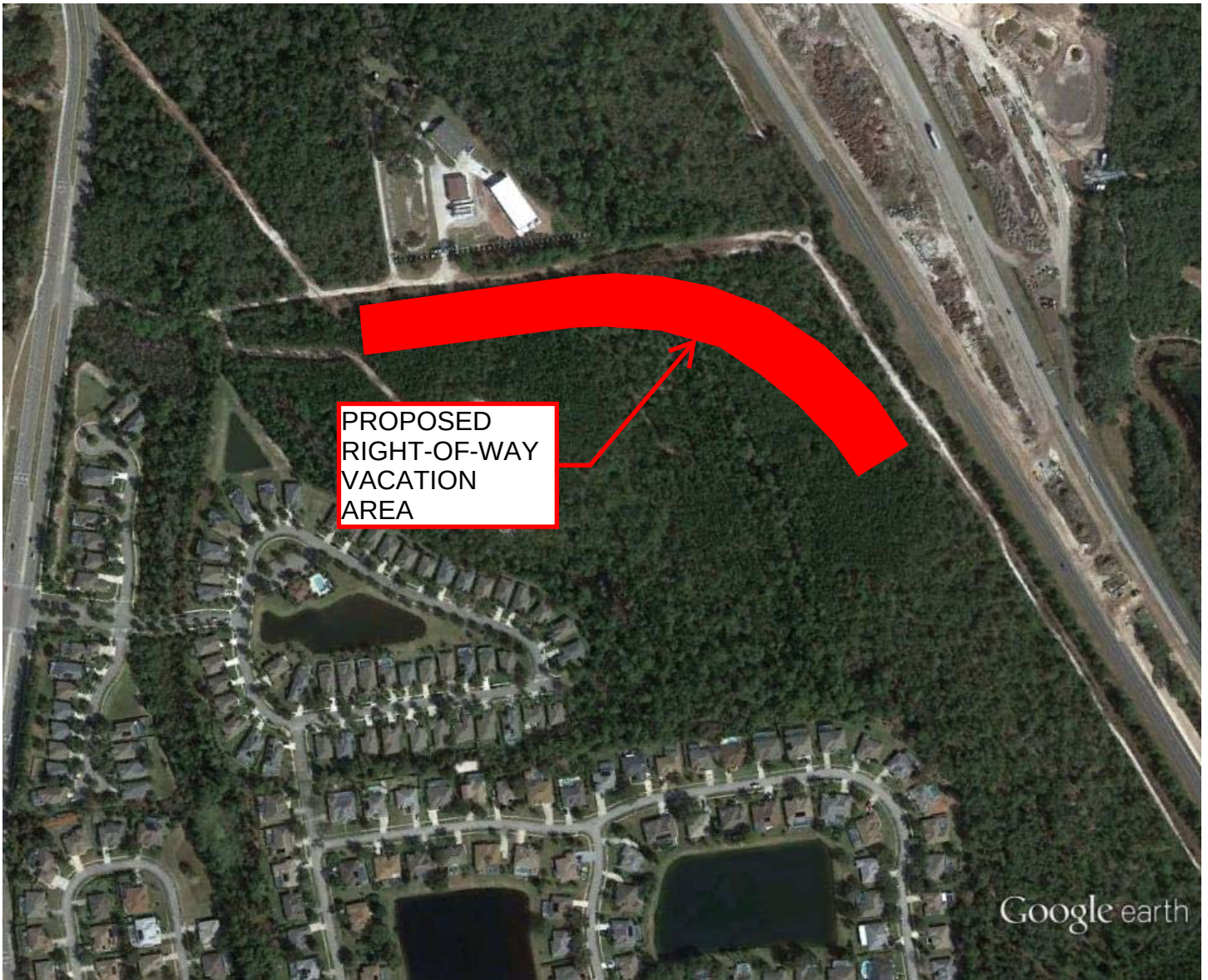
Reviewed and Approved: _____
Matthew J. Jones, Deputy City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

A PORTION OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF STERLING CHASE P.U.D., PHASE II AS RECORDED IN MAP BOOK 44, PAGES 120-122, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THENCE RUN N88°59'32"W ALONG THE NORTH BOUNDARY OF SAID STERLING CHASE P.U.D., PHASE II, AND ALONG THE NORTH BOUNDARY OF STERLING CHASE P.U.D., PHASE I, AS RECORDED IN MAP BOOK 44, PAGES 87 & 88, SAID PUBLIC RECORDS, 2584.03 FEET TO THE NORTHWEST CORNER OF SAID STERLING CHASE P.U.D., PHASE I AND THE EASTERLY RIGHT OF WAY LINE OF AIRPORT ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 3717, PAGE 3483, SAID PUBLIC RECORDS, AND THE BEGINNING OF A NON TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 02°05'30", AND A CHORD BEARING OF N14°12'00"E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE, 36.51 FEET; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE N15°14'45"E, 1357.03 FEET TO THE INTERSECTION OF SAID EASTERLY RIGHT OF WAY LINE WITH THE SOUTHERLY RIGHT OF WAY LINE OF A DEDICATED PUBLIC RIGHT OF WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 5379, PAGE 15, SAID PUBLIC RECORDS AND THE BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 600.00 FEET, A CENTRAL ANGLE OF 05°44'43" AND A CHORD BEARING S71°52'53"E; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 60.16 FEET; THENCE S69°00'32"E ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 469.48 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 700.00 FEET AND A CENTRAL ANGLE OF 32°46'39"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 400.45 FEET TO THE POINT OF BEGINNING; THENCE N11°47'11"W, 100.00 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 600.00 FEET, A CENTRAL ANGLE OF 03°31'38" AND A CHORD BEARING N76°27'00"E; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 36.94 FEET TO THE BEGINNING OF A REVERSE CURVE HAVING A RADIUS OF 700.00 FEET AND A CENTRAL ANGLE OF 15°14'23"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 186.19 FEET; THENCE N89°55'34"E, 248.77 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1050.00 FEET AND A CENTRAL ANGLE OF 65°10'58"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 1194.54 FEET; THENCE S24°53'28"E, 34.54 FEET; THENCE S66°36'33"W, 100.03 FEET; THENCE N24°53'28"W, 31.92 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 950.00 FEET AND A CENTRAL ANGLE OF 65°10'58"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, 1080.77 FEET; THENCE S89°55'34"W, 248.77 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 600.00 FEET AND A CENTRAL ANGLE OF 15°14'23"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, 159.59 FEET TO THE BEGINNING OF A REVERSE CURVE HAVING A RADIUS OF 700.00 FEET AND A CENTRAL ANGLE OF 03°31'38"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, 43.09 FEET TO THE POINT OF BEGINNING. CONTAINING 3.75 ACRES, MORE OR LESS.



PROPOSED
RIGHT-OF-WAY
VACATION
AREA

Google earth

Google earth

feet
meters

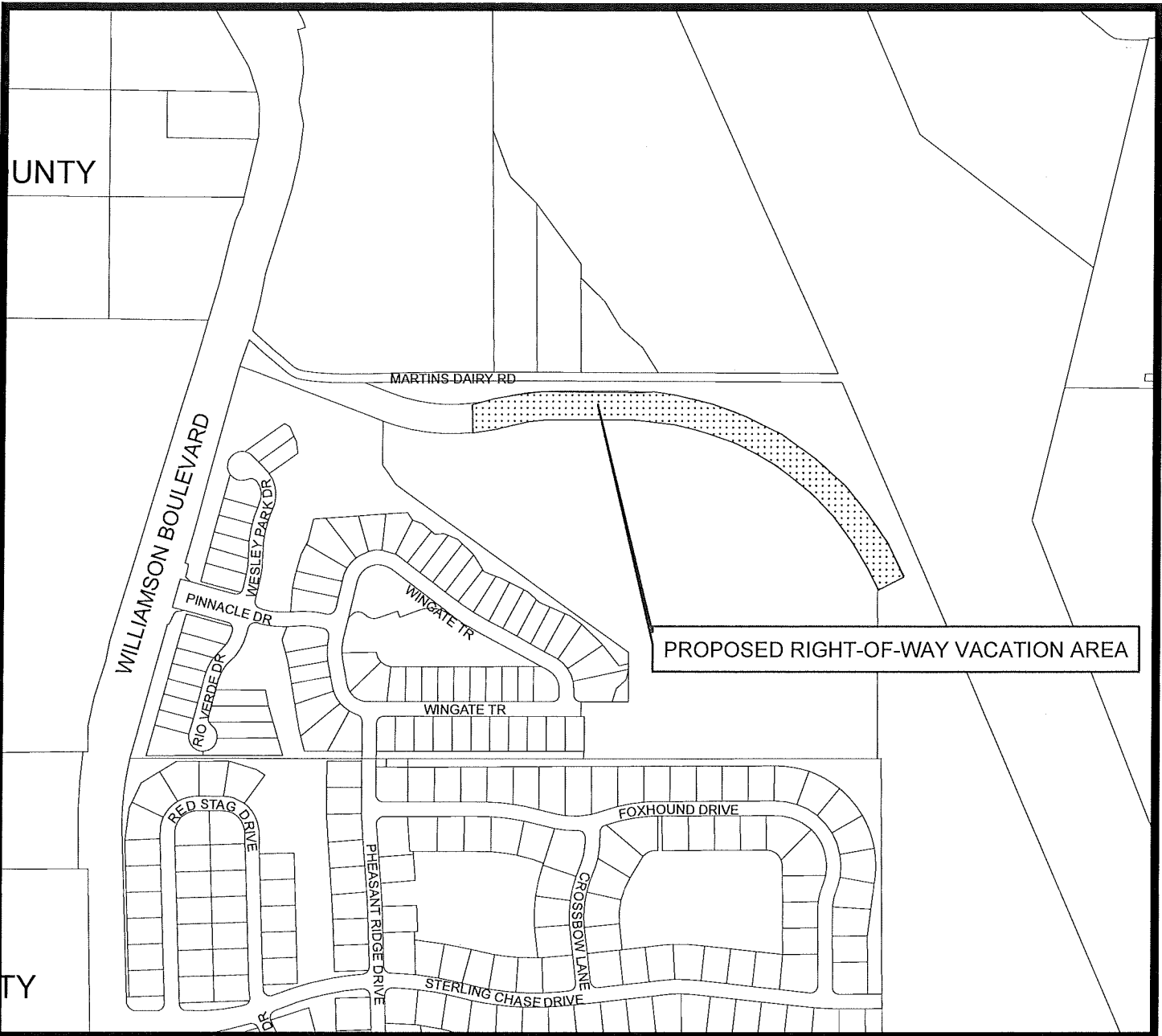
1000

500



UNTY

TY



Case No.: 16-75000002	Requested Action: To vacate a portion of the future Martin Road Right-of-Way
Applicant: JPSP Investments, LLC, on behalf of the adjacent property owners	
Location: Future Martin Road Right-of-Way	



Location Map

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT

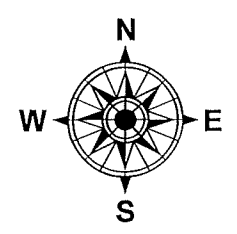
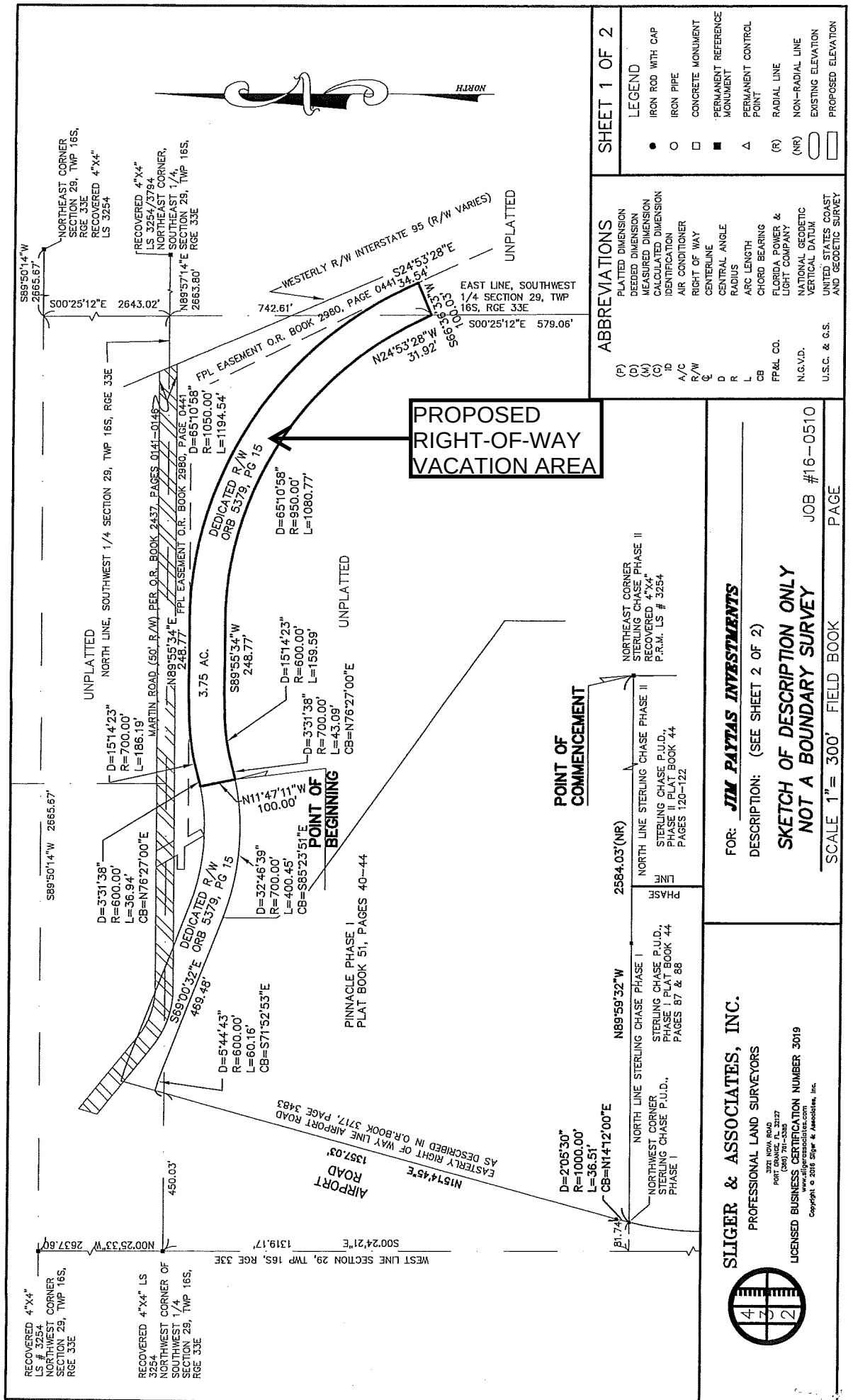


EXHIBIT "B"



SHEET 1 OF 2	
LEGEND	PLATTED DIMENSION
	DEEDED DIMENSION
IRON ROD WITH CAP	MEASURED DIMENSION
	CALCULATED DIMENSION
IRON PIPE	IDENTIFICATION
	AIR CONDITIONER
CONCRETE MONUMENT	RIGHT OF WAY
	CENTERLINE
PERMANENT REFERENCE MONUMENT	CENTRAL ANGLE
	RADIUS
PERMANENT CONTROL POINT	ARC LENGTH
	CHORD BEARING
RADIAL LINE	FLORIDA POWER & LIGHT COMPANY
	FP&L CO.
NON-RADIAL LINE	N.G.V.D.
	NATIONAL GEODETIC
EXISTING ELEVATION	VERTICAL DATUM
	UNITED STATES COAST AND GEODETIC SURVEY
PROPOSED ELEVATION	U.S.C. & G.S.

FOR: **JIM PAYTAS INVESTMENTS**

DESCRIPTION: (SEE SHEET 2 OF 2)

SKETCH OF DESCRIPTION ONLY

NOT A BOUNDARY SURVEY

SCALE: 1" = 300' FIELD BOOK

JOB #16-0510

PAGE



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

2075 NEW ROAD
PORT ST. LOUIS, MO 63043
(314) 791-5335
www.sligerandassociates.com

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FOR: **JIM PAYTAS INVESTMENTS**

DESCRIPTION: (SEE SHEET 2 OF 2)

SKETCH OF DESCRIPTION ONLY

NOT A BOUNDARY SURVEY

SCALE: 1" = 300' FIELD BOOK

JOB #16-0510

PAGE

08/10/2004 03:06 PM
Doc stamps .70
(Transfer Amt \$ 10)
Instrument# 2004-199571
Book : 5379
Page : 15

This instrument Prepared By:
Mark A. Watts, Esquire
Cobb Cole & Bell
Post Office Box 2491
150 Magnolia Avenue
Daytona Beach, FL 32115-2491

Property Appraiser's Parcel
Identification Number: 6329-00-00-0040

DEED OF DEDICATION
(Right of Way)

THIS DEED OF DEDICATION is made and executed this 2ND day of JUNE, 2003, by THE STANAKI PARTNERSHIP, a Florida general partnership, having an address of 3507 Village Boulevard, Apartment 102, West Palm Beach, Florida 33409, hereinafter referred to as "Dedicator", to the CITY OF PORT ORANGE, a Florida municipal corporation, hereinafter referred to as "City", whose permanent address is 1000 City Center Circle, Port Orange, FL 32119

WITNESSETH:

That the Dedicator, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, by these presents does hereby dedicate, release, remise, and quit claim unto the City, its successors, heirs and assigns forever, for the purposes of a right-of-way for a public road and appurtenances, all that certain land lying and being in the County of Volusia, State of Florida, being more particularly described as follows:

See legal description and sketch of dedicated property attached as Exhibits A and B, respectively.

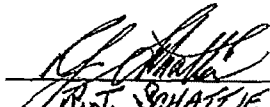
TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all of the estate, right, title, interest, lien, equity, and claim whatsoever of the Dedicator, either in law or equity forever.

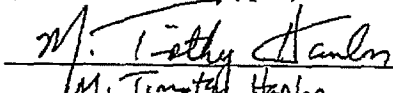
CITY, by accepting this Dedication, obligates itself to forever preserve and use the property dedicated herein for the purpose listed above, and such other public purposes deemed desirable by City.

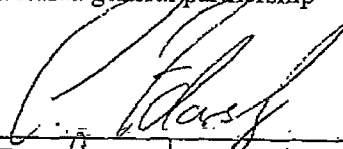
IN WITNESS WHEREOF, the Dedicator has caused this DEED OF DEDICATION to be executed as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

STANAKI PARTNERSHIP, a
Florida general partnership


R. J. Schattler
(Name Printed or Typed)


M. Timothy Hanlon
(Name Printed or Typed)

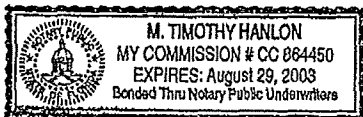
By: 
Constantin Zolowsky
General Partner

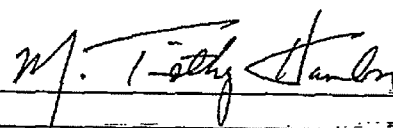
Address: 200 EL DORADO LANE
PALM BEACH, FL. 33480

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 2nd day of June, 2003,
by Constantin Zolowsky, as General Partner of STANAKI PARTNERSHIP, a Florida general
partnership, on behalf of the partnership. He or she is personally known to me or has produced
as identification.

NOTARY PUBLIC:



Sign: 

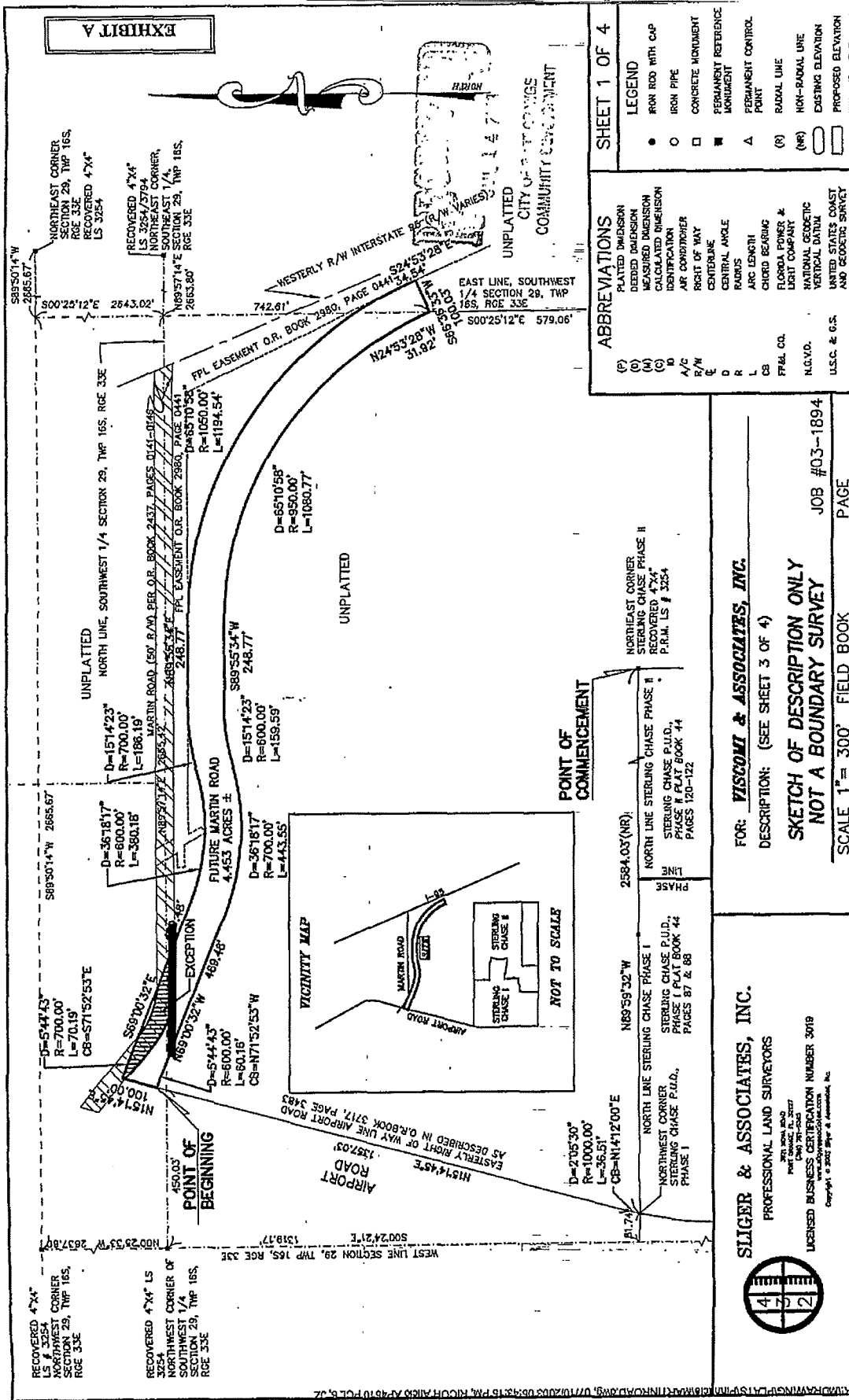
Print: _____

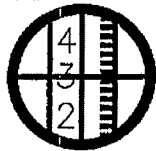
State of Florida At Large
(Seal)

My Commission Expires: _____

Title/Rank: _____

Commission Number: _____





SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD
PORT ORANGE, FL. 32127.
(386) 761-5385

www.sligerassociates.com

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LEGAL DESCRIPTION:

A PORTION OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF STERLING CHASE P.U.D., PHASE II AS RECORDED IN MAP BOOK 44, PAGES 120-122, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THENCE RUN N89°59'32"W ALONG THE NORTH BOUNDARY OF SAID STERLING CHASE P.U.D., PHASE II, AND ALONG THE NORTH BOUNDARY OF STERLING CHASE P.U.D., PHASE I, AS RECORDED IN MAP BOOK 44, PAGES 87 & 88, SAID PUBLIC RECORDS, 2584.03 FEET TO THE NORTHWEST CORNER OF SAID STERLING CHASE P.U.D., PHASE I AND THE EASTERLY RIGHT OF WAY LINE OF AIRPORT ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 3717, PAGE 3483, SAID PUBLIC RECORDS, AND THE BEGINNING OF A NON TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 02°05'30", AND A CHORD BEARING OF N14°12'00"E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE, 36.51 FEET; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE N15°14'45"E, 1357.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE N15°14'45"E, 100.00 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 700.00 FEET, A CENTRAL ANGLE OF 05°44'43", AND A CHORD BEARING OF S71°52'53"E; THENCE DEPART SAID EASTERLY RIGHT OF WAY LINE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 70.19 FEET; THENCE S69°00'32"E, 469.48 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 600.00 FEET AND A CENTRAL ANGLE OF 36°18'17"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 380.18 FEET TO THE BEGINNING OF A REVERSE CURVE HAVING A RADIUS OF 700.00 FEET AND A CENTRAL ANGLE OF 15°14'23"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 186.19 FEET; THENCE N89°55'34"E, 248.77 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1050.00 FEET AND A CENTRAL ANGLE OF 65°10'58"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 1194.54 FEET; THENCE S24°53'28"E, 34.54 FEET; THENCE S66°36'33"W, 100.03 FEET; THENCE N24°53'28"W, 31.92 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 950.00 FEET AND A CENTRAL ANGLE OF 65°10'58"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, 1080.77 FEET; THENCE S89°55'34"W, 248.77 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 600.00 FEET AND A CENTRAL ANGLE OF 15°14'23"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, 159.59 FEET TO THE BEGINNING OF A REVERSE CURVE HAVING A RADIUS OF 700.00 FEET AND A CENTRAL ANGLE OF 36°18'17"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, 443.55 FEET; THENCE N69°00'32"W, 469.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.829 ACRES, MORE OR LESS.

LESS AND EXCEPT A PORTION OF MARTIN ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 2437, PAGE 141, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THE EXCEPTED PORTION BEING DESCRIBED AS FOLLOWS:

A PORTION OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF STERLING CHASE P.U.D., PHASE II AS RECORDED IN MAP BOOK 44, PAGES 120-122, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THENCE RUN N89°59'32"W ALONG THE NORTH BOUNDARY OF SAID STERLING CHASE P.U.D., PHASE II, AND ALONG THE NORTH BOUNDARY OF STERLING CHASE P.U.D., PHASE I, AS RECORDED IN MAP BOOK 44, PAGES 87 & 88, SAID PUBLIC RECORDS, 2584.03 FEET TO THE NORTHWEST CORNER OF SAID STERLING CHASE P.U.D., PHASE I AND THE EASTERLY RIGHT OF WAY LINE OF AIRPORT ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 3717, PAGE 3483, SAID PUBLIC RECORDS, AND THE BEGINNING OF A NON TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 02°05'30", AND A CHORD BEARING OF N14°12'00"E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE, 36.51 FEET; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE N15°14'45"E, 1449.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE N15°14'45"E, 7.27 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 700.00 FEET, A CENTRAL ANGLE OF 05°44'43", AND A CHORD BEARING OF S71°52'53"E; THENCE DEPART SAID EASTERLY RIGHT OF WAY LINE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 70.19 FEET; THENCE S69°00'32"E, 60.92 FEET TO THE NORTHERLY LINE OF SAID MARTIN ROAD; THENCE S51°14'01"E ALONG SAID NORTHERLY LINE, 2.36 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 36°08'35" AND A CHORD BEARING OF S69°18'16"E; THENCE SOUTHEASTERLY ALONG SAID NORTHERLY LINE AND THE ARC OF SAID CURVE, 141.93 FEET; THENCE DEPART SAID NORTHERLY LINE S69°00'32"E, 139.80 FEET TO THE SOUTHERLY LINE OF SAID MARTIN ROAD; THENCE S89°55'34"W ALONG SAID SOUTHERLY LINE, 119.87 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVE A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 38°50'27" AND A CHORD BEARING OF N70°39'12"W; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY LINE AND THE ARC OF SAID CURVE, 186.42 FEET; THENCE N51°14'01"W ALONG SAID SOUTHERLY LINE, 123.12 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.376 ACRES, MORE OR LESS.

DRAWING PLATS PINNACLE MARTIN ROAD, 07/10/2003 05:43:34 PM, RICOR, A550 AP4510 PCL 6, JZ

Book: 5379
Page: 20
Diane H. Matousek
Volusia County, Clerk of Court



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 386-1111

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SURVEYOR'S NOTES

1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY/ SKETCH PREPARED WITHOUT BENEFIT OF AN ABSTRACT.
2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. BEARING STRUCTURE BASED ON RECORD PLAT WITH THE BEARING ON THE NORTH LINE OF STERLING CHASE P.U.D., PHASE II, MAP BOOK 44, PAGES 120-122, BEING N89°59'32"W.
4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
5. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.

NOTE:

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

REFERENCE: PROPOSED MARTIN ROAD - PINNACLE.

PLAT PREPARED FOR THE FOLLOWING: (ONLY THE LAST DATE IS CERTIFIED ON SEALED COPY)

THIS PLAT OF SURVEY 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.

TYPE OF SURVEY	CERTIFIED TO	DATE	JOB NUMBER
SKETCH OF DESCRIPTION	VISCOMI & ASSOCIATES, INC.	JULY 7, 2003	03-1894
	CITY OF PORT ORANGE, FLORIDA		
	NOT CERTIFIED TO ANY ENTITIES AND/OR INDIVIDUALS		
	OTHER THAN THOSE LISTED ABOVE.		

\\P\ROAD.dwg: 07/10/2003 05:43:43 PM, RICOH Aficio AP4510 PCL 6, JZ

SHEET 4 OF 4

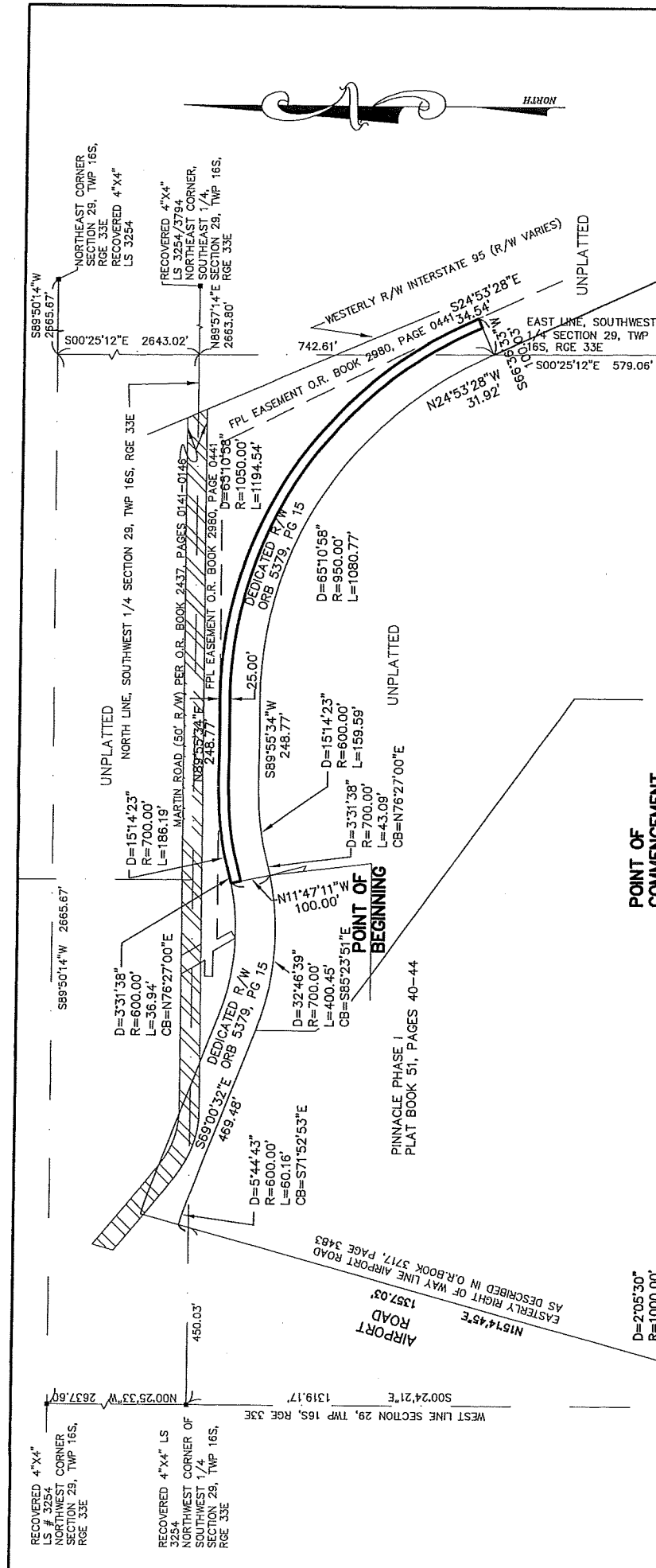
VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

FOR: VISCOMI & ASSOCIATES, INC.

	DATE	JOB NO.	P.C.	DRW.	CHECKED BY
SKETCH OF DESCRIPTION	JULY 7, 2003	03-1894		JZ	JZ
BOUNDARY SURVEY					
TOPOGRAPHIC SURVEY					
FOUNDATION LOCATED					
UTILITY IMPROVEMENTS					
RECERTIFICATION					
PROPOSED HOUSE LOCATION					

I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 472.027, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

STEPHEN B. SLIGER, P.L.S. NO. 3794
J.E. ZAPERT, P.L.S. NO. 4046
CLYDE O. VAN HEECK JR., P.S.M. NO. 6149
STEVEN T. KRUGER, P.L.S. NO. 4722



ABBREVIATIONS		SHEET 1 OF 2	
(P)	PLATTED DIMENSION	●	IRON ROD WITH CAP
(D)	DECODED DIMENSION	○	IRON PIPE
(M)	MEASURED DIMENSION	□	CONCRETE MONUMENT
(C)	CALCULATED DIMENSION	■	PERMANENT REFERENCE MONUMENT
ID	IDENTIFICATION	△	PERMANENT CONTROL POINT
A/C	AIR CONDITIONER	(R)	RADIAL LINE
R/W	RIGHT OF WAY	(NR)	NON-RADIAL LINE
CE	CENTERLINE		EXISTING ELEVATION
D	CENTRAL ANGLE		PROPOSED ELEVATION
R	RADIUS		
L	ARC LENGTH		
CB	CHORD BEARING		
FP&L CO.	FLORIDA POWER & LIGHT COMPANY		
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM		
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY		

.03'(NR)
 NORTH STERLING CHASE PHASE II
 STERLING CHASE P.U.D.
 PHASE II PLAT BOOK 44
 PAGES 120-122

NORTHEAST CORNER
 STERLING CHASE PHASE II
 RECOVERED
 P.R.M. LS # 3254

FOR: ***JIM PAYTAS INVESTMENTS***

DESCRIPTION: (SEE SHEET 2 OF 2)

**SKETCH OF DESCRIPTION ONLY
 NOT A BOUNDARY SURVEY**

JOB #16-0510

SCALE 1"= 300' FIELD BOOK

PAGE

2-0637
CB=N14°12'00"E

81.74'

NORTH LINE STERLING CHASE PHASE I

N99°59'32"W

258.2

LINE PHASE I

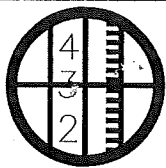
NORTHWEST CORNER
STERLING CHASE P.L.D.,
PHASE I PLAT BOOK 44,
PAGES 87 & 88

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3091 HOWA ROAD
PORT ORANGE, FL 32127
(386) 791-5285

LICENSED BUSINESS CERTIFICATION NUMBER 3019

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SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385

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www.sligerasociates.com

SURVEYOR'S NOTES

1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY/ SKETCH PREPARED WITHOUT BENEFIT OF AN ABSTRACT.
2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. BEARING STRUCTURE BASED ON RECORD PLAT WITH THE BEARING ON THE NORTH LINE OF STERLING CHASE P.U.D., PHASE II, MAP BOOK 44, PAGES 120-122, BEING N89°59'32"W.
4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
5. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.

NOTE:

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

REFERENCE: PROPOSED MARTIN ROAD - PINNACLE.

PLAT PREPARED FOR THE FOLLOWING: (ONLY THE LAST DATE IS CERTIFIED ON SEALED COPY)

THIS PLAT OF SURVEY 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.

TYPE OF SURVEY	CERTIFIED TO	DATE	JOB NUMBER
SKETCH OF DESCRIPTION	JIM PAYTAS INVESTMENTS	APRIL 19, 2016	16-0510
	CITY OF PORT ORANGE, FLORIDA		
	NOT CERTIFIED TO ANY ENTITIES AND/OR INDIVIDUALS		
	OTHER THAN THOSE LISTED ABOVE.		

LEGAL DESCRIPTION:

THE NORTHERLY 25.00 FEET OF THE FOLLOWING DESCRIBED PROPERTY, SAID 25.00 FEET BEING MEASURED PERPENDICULAR TO THE NORTHERLY LINE THEREOF:

A PORTION OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF STERLING CHASE P.U.D., PHASE II AS RECORDED IN MAP BOOK 44, PAGES 120-122, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN N89°59'32"W ALONG THE NORTH BOUNDARY OF SAID STERLING CHASE P.U.D., PHASE II, AND ALONG THE NORTH BOUNDARY OF STERLING CHASE P.U.D., PHASE I, AS RECORDED IN MAP BOOK 44, PAGES 87 & 88, SAID PUBLIC RECORDS, 2584.03 FEET TO THE NORTHWEST CORNER OF SAID STERLING CHASE P.U.D., PHASE I AND THE EASTERLY RIGHT OF WAY LINE OF AIRPORT ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 3717, PAGE 3483, SAID PUBLIC RECORDS, AND THE BEGINNING OF A NON TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 02°05'30", AND A CHORD BEARING OF N14°12'00"E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE, 36.51 FEET; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE N15°14'45"E, 1357.03 FEET TO THE INTERSECTION OF SAID EASTERLY RIGHT OF WAY LINE WITH THE SOUTHERLY RIGHT OF WAY LINE OF A DEDICATED PUBLIC RIGHT OF WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 5379, PAGE 15, SAID PUBLIC RECORDS AND THE BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 600.00 FEET, A CENTRAL ANGLE OF 05°44'43" AND A CHORD BEARING S71°52'53"E; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 60.16 FEET; THENCE S89°00'32"E ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 469.48 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 700.00 FEET AND A CENTRAL ANGLE OF 32°46'39"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 400.45 FEET TO THE POINT OF BEGINNING; THENCE N11°47'11"W, 100.00 FEET TO THE BEGINNING OF A NON TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 600.00 FEET, A CENTRAL ANGLE OF 03°31'38" AND A CHORD BEARING N76°27'00"E; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 36.94 FEET TO THE BEGINNING OF A REVERSE CURVE HAVING A RADIUS OF 700.00 FEET AND A CENTRAL ANGLE OF 15°14'23"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 186.19 FEET; THENCE N89°55'34"E, 248.77 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1050.00 FEET AND A CENTRAL ANGLE OF 65°10'58"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 1194.54 FEET; THENCE S24°53'28"E, 34.54 FEET; THENCE S86°36'33"W, 100.03 FEET; THENCE N24°53'28"W, 31.92 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 950.00 FEET AND A CENTRAL ANGLE OF 65°10'58"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, 1080.77 FEET; THENCE S89°55'34"W, 248.77 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 600.00 FEET AND A CENTRAL ANGLE OF 15°14'23"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, 159.59 FEET TO THE BEGINNING OF A REVERSE CURVE HAVING A RADIUS OF 700.00 FEET AND A CENTRAL ANGLE OF 03°31'38"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, 43.09 FEET TO THE POINT OF BEGINNING. CONTAINING 3.75 ACRES, MORE OR LESS.

SHEET 2 OF 2

VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

FOR: JIM PAYTAS INVESTMENTS

	DATE	JOB NO.	P.C.	DRW.	CHECKED BY
SKETCH OF DESCRIPTION	APRIL 19, 2016	16-0510		JZ	MM
BOUNDARY SURVEY					
TOPOGRAPHIC SURVEY					
FOUNDATION LOCATED					
FINAL IMPROVEMENTS					
RECERTIFICATION					
PROPOSED HOUSE LOCATION					

I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

STEPHEN B. SLIGER, P.L.S. NO. 3794
J.E. ZAPERT, P.L.S. NO. 4046
CLYDE O. VAN KLEECK JR., P.S.M. NO. 6149
STEVEN T. KRUGER, P.L.S. NO. 4722



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/21/2016

Consent item: Yes

SUBJECT: Resolution No. 16-34 - Adopting Inventory List of Municipal Property
Appropriate for Use as Affordable Housing

DEPARTMENT: Public Utilities

GOAL: N/A

OBJECTIVE: N/A

RECOMMENDED MOTION: Move to approve Resolution No. 16-34 adopting an inventory list of municipal property appropriate for use as affordable housing as required by Florida Statute 166.0451.

SUMMARY: Florida State Statute 166.0451 requires that every three years each municipality shall prepare an inventory list of all real property within its jurisdiction to which the municipality holds fee simple title that is appropriate for use as affordable housing. Review and inventory was last presented to City Council on June 25, 2013. "Affordable" is defined as meaning that monthly rents or monthly mortgage payments including taxes, insurance and utilities do not exceed 30 percent of that amount which represents the percentage of the median adjusted gross annual income for households defined in F.S. 420.0004 as extremely-low-income, low-income, moderate-income or very-low-income persons.

The City's inventory list of properties was reviewed by Penelope Cruz, Principal Planner, Community Development Dept. and the Right of Way Agent and no properties were identified that meet the State criteria for use as affordable housing. The attached resolution complies with State reporting requirements and staff recommends approval.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Reso. No. 16-34	Reso. No. 16-34.pdf
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Julia Wiggins	Created/Initiated - 06/06/2016
Julia Wiggins	Approved - 06/06/2016
Linda Johnson	Approved - 06/06/2016
Rick Wilson	Approved - 06/06/2016
Andrew Neff	Approved - 06/06/2016
Tracey Riehm	Approved - 06/09/2016

Margaret Roberts
M. Jake Johansson

Approved - 06/16/2016
Final Approval - 06/16/2016

RESOLUTION NO. 16 - 34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ADOPTING
AN INVENTORY LIST OF MUNICIPAL PROPERTY
APPROPRIATE FOR USE AS AFFORDABLE HOUSING AS
REQUIRED BY FLORIDA STATUTES, SECTION 166.0451;
AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes Section 166.0451 requires municipalities every three years to prepare an inventory list of all real property within its jurisdiction to which the municipality holds fee simple title that is appropriate for use as affordable housing; and

WHEREAS, the City's inventory list of real property of real property was reviewed by a representative from Community Development and also by the City's Right of Way Agent; and

WHEREAS, no real property held in fee simple by the City of Port Orange was identified that met the criteria established by the State of Florida for use as affordable housing.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, FLORIDA:

SECTION 1. The City of Port Orange hereby adopts an inventory list of municipal property appropriate for use as affordable housing as required by Florida Statutes, Section 166.0451. The inventory list has no property appropriate for use as affordable housing.

SECTION 2. This Resolution shall take effect immediately upon its final passage and adoption.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the ____ day of _____, 2016.

Reviewed and Approved: _____
Matthew J. Jones, Deputy City Attorney

INVENTORY LIST
OF
MUNICIPAL REAL PROPERTY APPROPRIATE FOR USE AS AFFORDABLE
HOUSING PER FLORIDA STATUTES, SECTION 166.0451 (2015)

No real property held in fee simple title by the City of Port Orange has been identified as meeting the criteria established by the State of Florida for use as affordable housing.

Review Period: July, 2013 through and including June, 2016.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/21/2016

Consent item: Yes

SUBJECT: Provide authority to the City Manager authorizing the sale of brass components from meters salvaged from the meter replacement program for estimated revenue in an excess of \$25,000

DEPARTMENT: Public Utilities

GOAL: N/A

OBJECTIVE: N/A

RECOMMENDED MOTION: Move to approve granting the City Manager the authority to sell old meter brass when price exceeds \$1.50 per lb.; and to authorize the Mayor and City Clerk to execute all required contract documents.

SUMMARY: Items having value and in excess to the needs of the City are disposed of pursuant to Sec 2-262, Purchase and Sales Procedures. Sec. 2-262(d) requires formal bidding if the value exceeds \$25,000 and approval by City Council.

As part of the meter replacement program, staff disassembles meters to secure the brass for later resale. Because prices fluctuate from day to day in scrap metal, staff will monitor prices and only sell if price is \$1.50 per lb. or higher for maximum return.. All prices include pick up of material & drop off of additional storage boxes.

Currently, a number of scrap brass boxes are available for salvage with the potential to earn revenue over \$25,000. Since we will be requesting sealed bids and the market fluctuates widely it is important to reduce the timeframe from bid to award. Accordingly, this request provides for authority to execute the contract upon receipt of bids. No sale will be processed if the price is below \$1.50 per pound. This will allow staff to obtain the best price possible. The vendors that quote on brass cannot honor prices longer than a 24-hour period because of the fluctuating market.

Project No.: none Funding Account No.: 40100003651000

ATTACHMENTS:

Julia Wiggins
Julia Wiggins
Rick Wilson

Created/Initiated - 06/07/2016
Approved - 06/07/2016
Approved - 06/07/2016

Andrew Neff	Approved - 06/13/2016
Diana Fye	Approved - 06/16/2016
Tracey Riehm	Approved - 06/16/2016
Margaret Roberts	Approved - 06/16/2016
M. Jake Johansson	Final Approval - 06/16/2016



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/21/2016

Consent item: Yes

SUBJECT: Award of RFP #16-20, Disaster Debris Monitoring Services

DEPARTMENT: Public Works

GOAL: N/A

OBJECTIVE: N/A

RECOMMENDED MOTION: Move to award RFP #16-20 Disaster Debris Monitoring Services to Thompson Consulting Services and Tetra Tech Inc. subject to the City Attorney approval of the contract documents; and to authorize the Mayor and City Clerk to execute all required documents.

SUMMARY: A request for proposals (RFP) for professional debris monitoring services after disasters such as hurricane damages was advertised in April 2016. Three firms responded and submitted proposals.

The objective of the RFP was to secure experienced professional oversight of the removal and disposal of large volumes of debris generated from disasters. The oversight would help ensure the timely and lawful removal and disposal of debris particularly in accordance with the procedures and cost reimbursement policies of the Federal Emergency Management Agency (FEMA).

The use of contractual services to monitor disaster debris removal and disposal is a common practice by municipal governments. Furthermore, for FEMA declared disasters, the costs of such services are FEMA reimbursable

The submittals were reviewed and ranked by an evaluation committee, and it is recommended that service contracts be awarded to both Thompson Consulting Services and Tetra Tech Inc. The services of one or both firms will be activated depending on the volume and degree of debris removal and disposal involved after a disaster and the associated monitoring services needed.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Thompson Consulting Contract	Thompson Consulting Services LLC Standard Contract for Services.pdf
2.	Tetra Tech Contract	Tetra Tech Inc Standrad Contract for Services.pdf
3.	RFP 16-20 Proposal Package	BID PACKAGE #16-20 Disaster Debris

		Monitoring Services.pdf
4.	RFP 16-20 Intent To Award	Intent To Award RFP 16-20.pdf
5.	RFP 16-20 Bid Tabulation	Bid Tabulation Sheet 16-20 Debris Monitoring Services.pdf
6.	RFP 16-20 Evaluation Committee Ranking	Evaluation Committee Ranking RFP 16-20 Debris Monitoring.pdf
7.	RFP submittal Tetra Tech Inc.	RFP 16-20 Tetra Tech Inc submittal.pdf
8.	RFP submittal Thompson Consulting Services	RFP 16-20 Thompson Consult. Svcs submittal.pdf

Kynah Cockcroft
 Branford Adumuah
 Diana Fye
 Tracey Riehm
 Margaret Roberts
 M. Jake Johansson

Created/Initiated - 06/08/2016
 Approved - 06/08/2016
 Approved - 06/09/2016
 Approved - 06/09/2016
 Approved - 06/16/2016
 Final Approval - 06/16/2016



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2016, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **THOMPSON CONSULTING SERVICES, LLC**, a Delaware limited liability corporation whose principal address is 1135 Townpark Avenue, Suite 2101, Lake Mary, Florida 32746-4790 ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. Provision of Services

- (a) The Contractor hereby agrees to provide the City of Port Orange with Disaster Debris Monitoring Services and Fixed Site Monitoring Services, as further described in Request for Proposals Number 16-20 Disaster Debris Monitoring Services and Thompson Consulting Services, LLC Proposal dated May 20, 2016, attached hereto as Exhibit "1."

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

Term: The term of this Contract shall commence on the last date the Contract is signed by the Parties and shall continue for a five (5) year period (the "Initial Term").

Renewals: Upon written mutual agreement of the Parties, this Contract may be renewed for one (1) optional five (5) year period.

Manner and Place: As outlined in Exhibit "1," 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. Contractor shall not deliver goods or services without a written purchase order(s), signed by an authorized agent of the City of Port Orange.

Time and Essence: Contractor acknowledges that time is of the essence for the Task Authorization(s) issued hereunder.

Authorization of 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 performance of services by the Contractor under this Contract shall be in the form of written Task Authorization(s) issued and executed by an authorized agent of the City and signed by the Contractor. 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 rates set forth in Exhibit "1" in an amount up to but not to exceed a rate of One Hundred Seventy-Seven Thousand Eighty-Three and 20/100 Dollars (\$177,083.20) for each fiscal year. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the

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

3. Contract Documents. The following forms are attached as Exhibit "3" and must be completed, signed, witnessed and notarized as indicated, and returned to the City prior to the commencement of any services by 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 director of Public Works, Branford N. Adumuah, shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

5. Liens. Contractor acknowledges that Contractor shall not be entitled to lien the City of 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 22 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 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.

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 119.10, 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 during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

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. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

Insurance	Standards	Comments
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Workers' Compensation <u>Additional Coverage:</u>	<u>Limits:</u> Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contract work 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 automobiles. <u>Additional Coverage:</u>	<u>Limits:</u> Auto Liability Bodily Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance — Builders Risk. <u>Additional Coverage:</u>	<u>Limits:</u> Buildings — Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If the Contract 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 — (Errors & Omissions)	<u>Limits:</u> Coverage — \$1,000,000 minimum	

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. **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 Contractor's expense.

19. **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.

20. Liability for Loss or Damage. 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.

21. 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.

22. Disputes. The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager 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 Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

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 Request for Proposals Number 16-20, 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.

26. 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.

27. 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: Branford N. Adumuah, Director of Public Works 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5575
Contractor:	Thompson Consulting Services, LLC Attention: Jon M. Hoyle, Managing Member 1135 Townpark Avenue Suite 2101 Lake Mary, Florida 32746-4790 (407) 792-0018 – Telephone (407) 878-7858 - Facsimile jhoyle@thompsoncs.net

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.

28. 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.

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

[Remainder of this page intentionally left blank]

Witnesses:

THOMPSON CONSULTING SERVICES, LLC

Printed Name: _____

By: _____

Jon M. Hoyle, Managing Member

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: _____

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this ____ day of June, 2016, by Jon M. Hoyle, as Managing Member of Thompson Consulting Services, LLC, a Delaware limited liability corporation, and who:

[Notary: Please select one]

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

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____

Allen Green, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of June, 2016, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Printed Name: _____

By: _____

Robin L. Fenwick, CMC, City Clerk

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

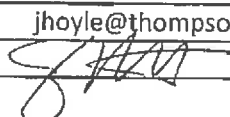
The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



EXHIBIT I - HOURLY RATE SCHEDULE
RFP 16-20
DISASTER DEBRIS MONITORING SERVICES
(Include under Tab F of Proposal)

NAME OF BUSINESS: Thompson Consulting Services
CONTACT PERSON: Jon Hoyle, President
EMAIL ADDRESS: jhoyle@thompsoncs.net
AUTHORIZED SIGNATURE: 

The hourly rates shall include all cost including applicable overhead and profit, lodging, meals,

	<u>POSITIONS</u>	<u>HOURLY RATES*</u>	<u>HOURS**</u>	<u>TOTAL</u>
1.	Project Manager	\$ 55.25	112	\$ 6,188.00
2.	Data Manager	\$ 42.50	40	\$ 1,700.00
3.	Cost Recovery Specialist	\$ 125.00	40	\$ 5,000.00
4.	Field Supervisors	\$ 39.95	336	\$ 13,423.20
5.	Fixed Site Monitors	\$ 27.65	840	\$ 23,226.00
6.	Environmental Specialist	\$ 50.00	40	\$ 2,000.00
7.	GIS Specialist	\$ 28.00	40	\$ 1,120.00
8.	Supervising Monitors	\$ 34.00	168	\$ 5,712.00
9.	Billing/Invoice Analysts	\$ 42.50	40	\$ 1,700.00
10.	Administrative Assistants	\$ 22.10	40	\$ 884.00
11.	Field Monitors	\$ 27.65	4,200	\$ 116,130.00
TOTAL (Items 1-11)				\$ 177,083.20

*Any overtime will be billed at the Hourly Rate times 1.5. Overtime is not to be included in the

**These hours are not intended to represent the actual contract amount, but are an estimated

This document must be completed and returned with your Submittal

SECTION F

PROPOSAL MATRIX & OTHER SERVICES

Emergency Management Planning and Training

In addition to the services and project approach outlined in Section E, part of Thompson's commitment to pre-positioned clients is providing planning and training services to the communities we serve. Our team is constantly expanding education, training, and field experience in the disaster debris monitoring, grant management, and emergency management fields and will share their knowledge with City leadership and staff. Following contract award, Thompson will coordinate training schedules with the City to provide departments and key staff members training which will address prioritized topics, as requested by the City. Thompson can provide a variety of planning services, training programs, and tools and templates that can be utilized by the City in future disasters, or participate in exercises related to the City's disaster preparedness, response, and recovery. A listing of sample services that can be provided to the City is outlined in the table below.

Table F-1: Emergency Management Planning and Training Services

Service	Description
1. Disaster Debris Management Plan (DDMP) Review	Provide hands-on guidance during the City's planning strategies, review DDMP, and provide suggested updates. DDMP should be updated regularly to ensure accuracy and maintain the City's eligibility for increased federal PA cost-share under the FEMA PAAP Pilot Program and FEMA PA Program and Policy Guide.
2. FEMA Public Assistance (PA) Training	Conduct training courses on the FEMA PA program with City officials and key departments expected to incur costs. Discuss eligibility and documentation requirements, as well as best-practices to help maximize likelihood of receiving reimbursement while minimizing the City's administrative burden.
3. Review of Debris Management Sites (DMS)	Review City DMS sites and assist with approval if necessary.
4. Procurement Assistance	Offer procurement assistance related to contracting with debris removal contractors and additional contractors relevant to the City's response and recovery efforts. Thompson will ensure procurements are in compliance with the City, FDEM, and FEMA requirements so that funding is not jeopardized due to improper procurement practices.
5. Executive Guidance to City Commissions, Boards, and Panels	Subject-matter and program management expertise to ensure City leadership is knowledgeable of the City's response and recovery status as well as involvement in federal programs.
6. Public Information Support	Provide technical support and assistance in the development and disbursement of public information notices. If activated for a disaster, Thompson may conduct community outreach meetings, host telephone call centers, and provide general public relations support as requested.
7. Other Training and Assistance as Requested by the City	Thompson is prepared to provide additional training or assistance requested by the City as related to debris removal and monitoring, grant management, emergency management, and additional City concerns that may arise.
8. Other Reports and Data as Required by the City	Thompson utilizes numerous reports and data sources in our daily operations serving local governments. Thompson is prepared to deliver or prepare reports and data that may be required by the City.

Service	Description
9. Other Emergency Management and Consulting Services	Should the need for additional services related to the City's emergency management practices be required, Thompson stands ready to assist the City.

Hourly Rate Schedule

Thompson has completed and included Exhibit 1- Hourly Rate Schedule in the subsequent pages of this section.

SECTION E

ENGAGEMENT APPROACH & SCHEDULE

Project Understanding

The City of Port Orange, Florida (City) is comprised of 28.7 square miles along the Halifax River and the Atlantic Ocean. The City has a population of 57,203 and is highly vulnerable to the impacts of hurricanes, flooding, tornadoes, and other severe weather systems. In 2004, the City was affected by several tropical events which generated debris and heavy precipitation. Hurricane Charley swept across the state of Florida and hit the City from the inland side. Only a few weeks later, Hurricanes Frances and Jeanne made landfall in South Florida and although neither storm made direct landfall in Volusia County, the collateral damage was evident throughout the City. Following Hurricane Frances, much of the City was without electricity due to downed lines, blown transformers, and flooding. The City maintains a constant, high level of readiness to respond to a variety of hazards that may impact its citizens and consequently, is seeking proposals from qualified consultants to provide debris monitoring support to comply with the following agency grant programs and requirements:

- Federal Emergency Management Agency (FEMA) Public Assistance (PA)
- Federal Highway Administration (FHWA) Emergency Relief (ER)
- Florida Division of Emergency Management (FDEM)
- US Department of Agriculture (USDA) Natural Resource Conservation Service (NRCS)
- US Department of Housing and Urban Development (HUD)
- US Fish and Wildlife
- All other applicable state and local ordinances

Disaster Debris Forecasting

Estimation Methodology

With experience assisting local governments in disaster response and recovery for a variety of events, ranging from the most costly hurricanes in our nation's history to relatively smaller disasters including minor storms and localized flooding, Thompson has recognized that responsiveness and adaptability are critical to success. Thompson stands ready to serve the City in any capacity. Our approach to services can be transformed to fit a particular task or event in effort to best meet the City's recovery goals by taking the most efficient and cost-effective actions.

For purposes of pre-event planning and understanding resource requirements, Thompson utilizes the US Army Corps of Engineers (USACE) debris estimating model for developing debris estimates. The USACE developed this model based on debris generated by Hurricanes Frederic, Hugo and Andrew. The model contemplates the number of households in an urban/suburban area, as well as the category of storm, vegetative characteristics, commercial density and precipitation. The estimated quantities produced by the model have a predicted accuracy of $\pm 30\%$. Because of the margin of error in the model, Thompson validates the modeled result via windshield surveying and aerial flyover assessments in a post-disaster scenario. Windshield surveys provide debris removal professionals the opportunity to estimate the quantity

of debris per parcel surveyed, which can be extrapolated to include the number of parcels within jurisdictional limits of the community. Aerial flyovers are important because they provide Thompson with the ability to gage the consistency of the damage across the jurisdiction and provide a means for identifying areas that have been compromised which may be isolated without means of conventional travel due to debris or flooding.

Planning Assumptions

While developing the debris model and subsequent staffing plan for the City, Thompson has made the following assumptions:

- City debris removal contractors will first perform an emergency push to open all City system roadways.
- City debris removal will begin hazardous tree removal and right-of-way (ROW) collection simultaneously to ensure efficient debris removal passes and use of equipment.
- Thompson will assign one (1) - two (2) DMS monitors per site, depending on the severity of the event and associate debris streams.
- ROW crews will collect, on average, 620 cubic yards of debris per day.
- The target timeframe to complete ROW debris collection is 60 days.
- Tree crews will be defined as a bucket truck with a cutter and appropriate safety equipment and flaggers. Each crew will address approximately 75 hazardous trees per day.
- The target timeframe to complete hazardous tree and limb removal is 30 days.
- Specialized programs may be necessary.

Forecasted Debris Types and Resource Estimates

Debris types from disaster events may include items such as vegetative debris, construction and demolition debris, household appliances, household furnishings, sediment, sand, household hazardous wastes, vessels and vehicles. This debris may have to be removed from a variety of physical environments, including among others, on and near roadways, underwater in canals and waterways, or even hanging in large trees. Debris types, volumes and locations can require many different removal and disposal techniques.

The total amount of debris generated by any particular disaster will depend on the location and type of event experienced, as well as its severity, duration, and intensity. Thompson understands that the crew numbers and subsequent monitor requirements are subject to change based on the actual incident. We have developed this estimate to demonstrate to the City that we have the capacity and experience to develop a flexible, scalable staffing plan that addresses the City's needs. For planning purposes, the table below summarizes the impacts that various hurricane categories could have on the City:

Table E-1: Disaster Impact and Resource Estimates

Description	Category 1	Category 2	Category 3
Total Debris	104,104 CY	416,416 CY	1,353,352 CY
Estimated Hazardous Trees	1,500 Trees	5,000 Trees	12,500 Trees
Avg Daily ROW Crew/Monitor/ADMS Requirement	4	17	18
Avg Daily DMS Monitor/ADMS Requirement	1	3	5
Peak ROW Monitor Requirement	5	11	52
Peak Daily DMS Monitor Requirement	2	4	6
Required Land Area for DMS	10 Acres	38 Acres	122 Acres

Description	Category 1	Category 2	Category 3
Est Time to Complete Debris Removal	30 Days	60 Days	120 Days
Load Transactions	2,603	10,410	33,834
Unit Rate Transactions	2,082	8,328	27,067

While the modeling and results presented herein are based on an unknown and hypothetical event, following an actual event Thompson would model the storm characteristics taking into account our understanding of impacts caused by historical storm events, to assist the City with developing strategies for debris collection. It may be determined that the City has the capability to perform debris removal with in-house staff and equipment following smaller incidents such as severe storms or local flooding. For more significant disaster debris events, the City may elect to engage its contracted forces for debris removal and monitoring. Regardless of which approach the City takes following a debris generating incident, the Debris Collection Strategy will be scalable to the size of incident and resources necessary and will include the following elements:

- Anticipated events and assumptions
- An anticipated scope of work based on the debris forecasting developed
- Anticipated debris streams and debris programs
- An overview of the use of City force account labor to perform debris removal operations
- Specialized debris programs
- Debris removal from gated communities and private property
- Monitoring of debris operations
- Health and safety requirements
- Environmental considerations
- Debris collection zone maps with road designations (City/County/FDOT)
- Action items checklists for preparedness, response, and recovery operations
- A public information strategy with draft press releases

Through careful planning and execution, Thompson believes that a full and complete first pass of all City roads can be completed within five (5) weeks. It is important to note that a second pass of City roads will begin prior to the completion of the 1st pass, with the ultimate goal of having approximately 80% of the City's debris collected during the initial 30 days and 95%+ of the City's debris being collected during the initial 60 days.

Project Execution Utilizing Automated Debris Management System

Thompson will execute the proposed tasks described below with our ADMS hardware and software system, Thompson Data Management Suite (TDMS). Thompson's ADMS was developed in-house and is proprietary. We do not rely on licensing for the use of an ADMS. TDMS has been successfully deployed over the past three (3) years and utilized by the South Carolina Department of Transportation (SCDOT), as well as for county, parish, and municipal clients in Louisiana, Alabama, South Carolina, and New York to electronically document debris removal, hazardous tree work, vehicle recovery, and private property debris removal.

TDMS Overview

TDMS is a collection of hardware, software and communications infrastructure for the management of data and documents related to disaster recovery. The TDMS collection includes our hardware solution or handheld device, *TDMSmobile*, which allows us to capture data in the field and provide near real-time analysis through our software solution, *TDMSweb*, which is a variety of web-based software applications

that serve as the backbone for data storage and management. The TDMS*mobile* solution meets the USACE ACI standard for ADMS and is configured to document a variety of debris removal activities and programs.

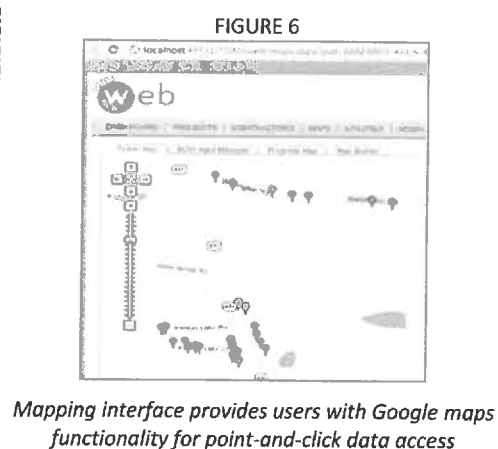
- Truck Certification
- Right-of-Way (ROW) Collection
- Tree Work (L/H/S)
- Private Property Debris Removal (PPDR)
- Demolitions
- Haul Out/Disposal
- Project Administration
- Monitor Management

Figures 1 - 4 provide graphical depictions of the TDMS*mobile* solution and its components.



TDMS*mobile* provides enhanced quality control through geofencing, geocoding, and location verification. The handheld device and system have configurable security settings to protect use and data. Specified locations, such as debris pickup and disposal sites, are captured by the GPS capabilities of the handheld and verified in the web-based system. This enhanced level of accuracy and corroboration increases the efficiency and production of debris removal operations. To date we have observed cost savings to our clients ranging from 20 – 30 percent with the use of our ADMS solution.

Figures 5 and 6 provide an example of the interface between TDMS*mobile* and TDMS*web*.



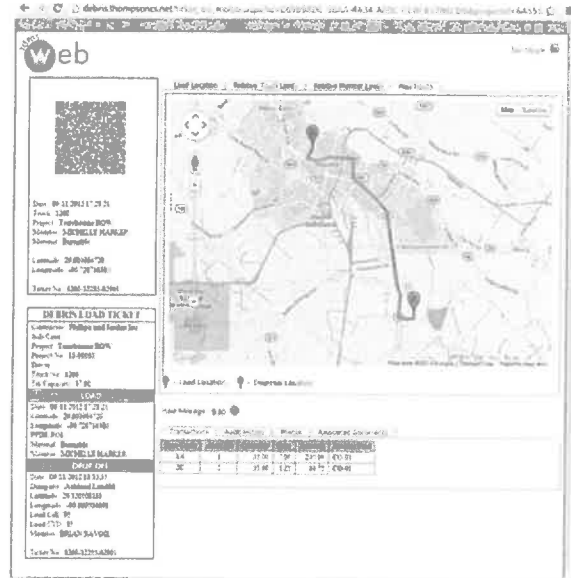
TDMSweb a web based application that serves as the backbone of the TDMS for storage and data management while providing access to viewing, querying, sorting, reporting, mapping and managing project related data and documents. In addition, Thompson is able to control access to TDMSweb and what permissions (read, read/write, etc.) users have through credentialing. The following figures (7 to 10) provide graphical highlights and depictions of TDMSweb and its components.

FIGURE 7



TDMSweb dashboard displays summary project statistics online with the ability to drill down to varying levels of detail.

FIGURE 8



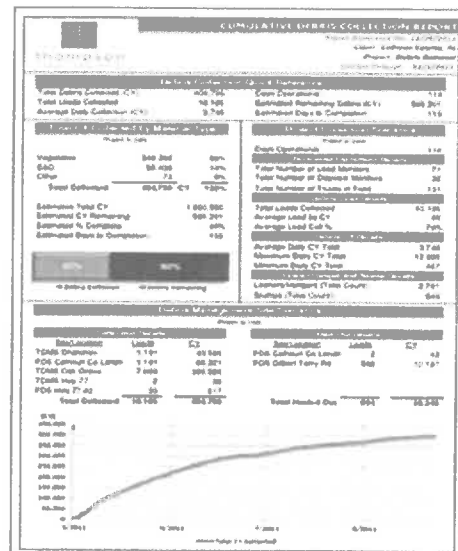
More accurate and efficient collection of field data provides for near real time data analysis and review. Financial encumbrances and project progress can now be tracked via the Internet.

FIGURE 9



TDMSweb system allows Thompson to electronically manage a variety of client debris removal programs such as, ROW, ROE, blue roof and demolition, including photographs, field forms, logs, transmittals, etc.

FIGURE 10



TDMSweb generates a various project reporting documents, such as daily reports and financial summary logs.

TDMS was designed with over 50 years and \$2.5 billion of industry knowledge and experience. The suite provides near real time debris collection data to applicants, grantees, FEMA, FHWA, debris removal contractors, and others without disrupting the speed of the recovery.

Technical Approach

Thompson has functionally organized its technical approach by task predicated on the various debris streams and programs that can be expected based on our experience monitoring and documenting large scale debris removal operations. Thompson will tailor our approach to the City's debris recovery effort based on the unique challenges of the City's specific future disaster. Our tasks and task approach can be modified and scalable to address both large and small scale events and our mobilization times can be either compressed or extended based on the needs of the City and the public.

Table E-2: Mobilization Method and Approach

Task / Mobilization Time	Description
1. Debris Program Implementation	
Within twenty-four (24) hours from notification date	Program Management Team will report to the City 48 hours prior to known disaster events and within 24 hours of no-notice disaster events. Thompson will implement a program based on the specific needs of the City, feedback from debris removal contractors, and debris estimates developed through the preliminary damage assessment.
2. Onboarding and Training of Employees	
Within forty-eight (48) hours from notification date	Thompson performs Motor Vehicle Reports (MVR's) and drug testing on all field staff.
3. Health and Safety Plan Implementation	
Within forty-eight (48) hours from notification date	Health and Safety Plan will be periodically reviewed and updated to address any disaster specific hazards. Thompson's safety program is focused on the safety of Thompson monitors and field personnel.
4. Measure and Certify Trucks by FEMA PAPPG Standards	
Within forty-eight (48) hours from notification date	Thompson will certify contractor equipment once a contractor crew schedule is reviewed and approved by the City.
5. Deploy Loading Site Collection Monitors	
Within forty-eight (48) hours from notification date	Thompson will deploy a collection monitor to each debris removal crew. Based on our planning assumption, we expect many of the crews to be tandem, self-loading trucks or two to three trucks paired with a single loading device.
6. Monitor the Removal of Leaning Trees, Hanging Limbs, and Hazardous Stumps	
Within forty-eight (48) hours from notification date	Thompson will document the removal of hazardous trees and limbs to meet all requirements outlined in FEMA Publication FP-104-009-2 Public Assistance Program and Policy Guide (PAPPG), which supersedes FEMA 325, Debris Management Guide, and FEMA 327, Debris Monitoring Guide.
7. Deploy Debris Management Site Monitors	
Within forty-eight (48) hours from notification date	Thompson will coordinate with City Debris Management Contractor to ensure that the City Debris Management Sites (DMS) meet all FDEP requirements.
8. Deploy Field Supervisors / Field Supervisors	

Task / Mobilization Time	Description
Within forty-eight (48) hours from notification date	Thompson will deploy one (1) Field Supervisor for every seven (7) field monitors per the specifications of the City RFP. Thompson typically recommends a ratio of between 1:7 and 1:10 supervisor to monitor.
9. Damage Complaint Tracking	
Concurrent with field operations	Thompson will assign a unique work order to each damage complaint and track the actions taken, responsible sub-contractor, and satisfactory/unsatisfactory resolution in a report, by Service Area that may be tracked through GIS.
10. FEMA Consultation	
Within seventy-two (72) hours from Federal Declaration	Applicant kickoff generally takes place within one week of the federal disaster declaration, which is imminent.
11. Ordinance Review to Determine Best Method to Perform Private Property Debris Removal (PPDR)	
2-3 weeks after debris operations begin (subject to need)	Thompson management staff has experience analyzing and designing PPDR programs based on Voluntary/Right-of Entry, Imminent Danger of Collapse, and Public Nuisance Programs.
12. Private Property Debris Removal Monitoring	
TBD, based on input from FDEM and FEMA	PPDR programs may include vegetative and C&D debris, as well as leaners, hangers, stumps, and structural demolitions.
13. Specialized Debris Removal Monitoring	
TBD, based on input from City, FDEM, and FEMA	Thompson management staff has experience with the operational methods to properly document special debris removal programs such as removal of debris from waterways and lakes, vessel and vehicle removal, and the removal of debris and sediment from storm drains, catch basins and other public facilities.
14. Accumulate Daily Field Data	
Immediately after the start of ROW and hazardous tree programs	Thompson will maintain field data for all debris recovery programs monitored. Debris removal data will be organized by debris type, road type, and program
15. Reconcile Contractor Invoices	
Weekly after the start of ROW and hazardous tree programs	Thompson will comply with the invoicing and payment term in the debris removal contract.

1. Debris Program Implementation

Thompson will assist the City in overseeing the debris management operations, obtaining proper approvals for special debris removal programs, and providing in-depth working knowledge of a variety of recovery operations, USACE debris management guidelines, and FEMA eligibility and reimbursement guidelines. Thompson will work with the City to develop a project management plan to ensure that contracted debris removal is properly documented to substantiate FEMA PA, FHWA ER, and NRCS funding. Some of the initial considerations will include, but not be limited to:

- Single/multiple debris removal contractors
- Debris removal contractor rates and specifications
- Debris estimates, by collection zone
- Crew/Monitor Estimates, by collection zone

- Onboarding and safety training locations and procedures
- Operations Manager/Supervisor Assignments
- Progress reporting distribution lists and protocols

At the request of the City, Thompson will also coordinate aerial flyover assessments to facilitate debris estimation and collect post-disaster photographs and geographical data.

Response Time by Task

In most cases, Thompson will deploy our project team in anticipation of receipt a notice to proceed so that we can be responsive to the City's needs and effectively manage the deployment of personnel and resources. For example, if the City is within a cone of certainty for severe weather, Thompson will deploy a representative to meet with the City 48 to 72 hours prior to the anticipated event. Thompson's response times by task are summarized in Table E-3.

Table E-3: Thompson Task Response Times

Response Time	Task Description
Immediately after notification	Thompson will report to the City's EOC or Contract Management Center
No more than 48 hours after notification	Thompson ready to assist the City with truck certification
No more than 48 hours after notification	Thompson ready to staff public drop-off sites and other City locations
No more than 48 hours after notification	Thompson to have monitors ready for ROW debris removal operations
No more than 72 hours after notification	Thompson to have monitors ready for hazardous tree removal operations

Prior to known events, Thompson will stage personnel and equipment either in or as close as possible to the City. Upon receipt of a Notice-to-Proceed, Thompson will deploy the following project initiation teams to the City responsible for the City's contract deliverables:

- Debris Management Consultant
- Project Quality Assurance Team
- Project Administrative Team

The Project Quality Assurance Team will consist of the Project Manager and six to ten Field Supervisors, based on the severity of the event. In addition to providing surge support to the City, the Project Quality Assurance Team will serve as the field project management team. The Project Quality Team will be deployed with equipment kits to accommodate all Field Staff.

The Project Administrative Team will consist of administrative/human resource employees. The Project Administrative Team will be temporarily deployed to the City to support the monitor on-boarding process, including:

- Employee application reviews
- Drug testing and Department of Motor Vehicle records checks
- Health and Safety Plan Implementation
- Debris Monitor Training

Proposed Meetings

Thompson is prepared to meet with the City Debris Manager, City Stakeholders, and representatives from FEMA, FDEM, FDEP, and other agencies on a daily basis at a time and location specified by the City. To the extent necessary, Thompson will help the City secure a meeting location. Thompson recommends that

project stakeholders conduct a daily briefing while the EOC is fully operational and re-evaluate the frequency of meetings after the first 30 days of project operations.

Methods for communicating with City Emergency Staff and Teamwork Assignments

Throughout the project, the Thompson Project Manager will identify critical path functions that will require close coordination between the City and Thompson. These may include:

- Public Information
- Private Property Issues
- Special Needs Assistance
- Information on FEMA
- Damage reports and resolution

Thompson will identify a lead for each function to serve as a direct interface with the appropriate City staff on each issue. The Thompson team member will be available in person, by phone, or email to communicate with the City and project stakeholders. To the extent that cellular connectivity is not available, Thompson will secure alternative communications methods (radios, satellite, etc.).

2. Onboarding and Training of Employees



Within 24 hours of Notice to Proceed, Thompson will establish a local office from which to perform recruiting, onboarding, and training. Thompson will make every effort to hire residents from within the City to serve as debris monitors. This effort will help skilled residents participate in the City's recovery efforts with a meaningful impact and earn a competitive hourly wage.

Thompson maintains professional human resources and recruiting staff that have been extremely successful in meeting the technical requirements and staff capability on similar contracts over the past 10 years. As a contractor to various

U.S. Army Corps of Engineers Districts, Thompson understands the practice of hiring local personnel with experience in civil works, solid waste, monitoring and similar projects. Our ongoing approach for hiring and staff augmentation includes:

- Staffing agencies to identify highly specialized, skilled professionals
- On-line advertising within a municipality, state, or region
- Local media advertisements through local newspapers and circulars
- State and local workforce connection offices that provide outreach and job placement
- References from entities and agencies familiar with the area and scope of work required

In accordance with FEMA FP-104-009-2, Thompson will train debris monitors, City employees, and other project stakeholders to have a complete understanding of the roles and responsibilities of the debris manager, including:

- Accurate and objective debris estimating techniques
- Process for determining debris eligibility: (1) threat to public health/safety, (2) direct result of the disaster event, and (3) existing in the public right-of-way
- A comprehensive understanding of all phases of debris management operations, including loading sites, Debris Management Site's (DMS), and final disposal locations
- The ability to differentiate between debris types
- Understanding of Collection Site and DMS safety procedure

- Understanding of the Thompson Field Health and Safety Plan
- Understanding of the terms, conditions, and scope of the debris removal contract and other disaster specific guidance provided by the City, FDEM, FDEP, and FEMA

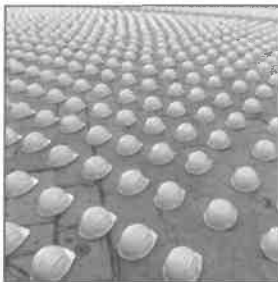
Ability to Onboard and Train within 48 Hours

Thompson has made a tremendous investment in our personnel, resources, technology, and tools to have the flexibility and scalability necessary to be an industry leader in debris monitoring. Part of this investment is in a proven process to identify, train, and equip local hires in a safe manner in extremely short periods of time. Thompson begins the process of recruiting and on-boarding immediately upon contract award, not reactively following a notice to proceed. Thompson will issue contingent job postings through a variety of outlets to pre-identify a pool of existing candidates to serve as field monitors. Table E-4 below outlines Thompson's local hire tasks and timelines to ensure that we deploy trained, safe, drug-free local hires within 48 hours of a notice-to-proceed:

Table E-4 Local Hire Task Summary

Task	Timeframe (to meet or exceed)	Comments
Local Hiring Recruiting (non-event)	Year-round	When no task order is imminent, Thompson pro-actively develops a pool of local hire candidates.
Local Hiring Recruiting (activation known)	12 to 48 hours	Once activated, Thompson Project Administrative team can recruit and onboard 100 local hires per day. Thompson initiates on-boarding 72 to 96 hours prior to known disaster events.
Drug-testing	12 to 48 hours	Thompson requirement for employment
Driver Motor Vehicle Record Check	12 to 48 hours	Thompson requirement for employment
Safety Training	12 to 48 hours	Thompson requirement for employment
Continued on the Job Safety Training	48 to 72 hours	Thompson requirement for employment
Debris Monitor Training	12 to 48 hours	Thompson requirement for employment
Automated Debris Management System Training	12 to 48 hours	Contract specific requirement
Issuance of Personal Protective Equipment	48 hours	Issued by Project Administration team upon completion of Safety Training

3. Health and Safety Plan Implementation



Thompson is the only debris monitoring firm that performs drug screening and motor vehicle operating record reviews for 100% of our employees, including temporary field staff. This practice results in a team of monitors that is both safe and committed to quality. In addition, Thompson deploys a quality assurance team to each of its projects to ensure that certain quality standards are being upheld, regardless of the operating conditions and climate.

At project initiation, Thompson will implement a Health and Safety Plan (HASP) that outlines site-specific precautions to be taken to avoid and mitigate the risk of hazards associated with work performed in the elements, around heavy equipment, near tree work, and close to vehicle traffic. The HASP will outline that work performed on the project shall comply with all applicable OSHA, State of Florida, and all other safety requirements provided by FEMA and its authorized contractors. Thompson will also provide the following personal protective equipment to collection monitors, debris management site monitors and field supervisors:

- Hard hat

- Reflective vest
- Safety glasses
- Hearing protection

In addition, Thompson will ensure that all collection monitors, debris management site monitors and field supervisors report to work with the following personal protective equipment and communication equipment:

- Cell phone
- Protective shoes
- Long pants
- Hot, cold, and/or wet weather gear
- Sunscreen and supply of bottled water

Thompson's safety program is focused on Thompson monitors and field personnel. The safety of debris removal crews is the responsibility of the debris removal contractor(s).

4. Measure and Certify Trucks by FEMA PAPPG Standards

Thompson will complete equipment check-in and certification of trucks and other equipment mobilized by the Contractor so that debris removal operations can be recorded and substantiated in accordance with the terms, conditions and unit rates in the City's debris removal contract. In order to comply with these standards, Thompson has observed and recorded the following information during truck certifications:

- Valid driver's license of truck operator
- Valid truck registration and insurance
- Volumetric capacity of the inside of the loading container
- Calculated deductions of volumetric capacity for dog boxes, round container bottoms, and other volumetric capacity reductions
- Brief physical description of the truck
- Photographs of the truck, container, and driver



Thompson will assign a unique identification number to each truck and a placard with the truck number is affixed to each side of the debris removal truck.

5. Deploy Loading Site Collection Monitors

Thompson will deploy a debris removal collection monitor for each mechanized piece of loading equipment deployed by the Contractor unless multiple debris loading operations can be safely and substantially observed and documented by a single monitor. The Collection Monitor's primary responsibility is to observe, document, and substantiate the removal of eligible storm debris from City ROW and other collection zones identified and approved by the City. Eligible debris may include, but is not limited to:

- Vegetative debris
- Construction and demolition (C&D) debris
- Hazardous waste (must comply with Federal, State, and local environmental and work safety requirements. Regulated under Resource Conservation and Recovery Act (RCRA))
- Household hazardous waste (must be handled by FDEP licensed specialists)

- White goods (must be decommissioned by licensed specialist)
- Vehicles and vessels
- Putrescent debris (handling must comply with Federal, State, and local environmental requirements. Also, must comply with Florida Department of Agriculture for collection and disposal of animal carcasses)
- Infectious waste (must comply with the Florida Department Health and adhere to all issued guidelines and instruction for collection and disposal. May also be governed by the CDC, EPA, etc.)
- Chemical, biological, radiological, and nuclear contaminated debris (clearance, removal and disposal of CBRN- contaminated debris should be performed in accordance with applicable Federal statutes, regulations, policies, and other guidance documents)

The Thompson collection monitor will be responsible for:

- Ensuring that only eligible, disaster related debris is removed for loading and hauling from approved public areas
- Ensuring that debris collected is in accordance with the regulations, safety considerations, and contract terms of the specific waste stream (i.e. hazardous waste is not loaded into container of clean vegetative debris, etc.)
- Recording the time, date, disaster number, truck number, and loading location using ADMS
- Issuing load ticket to driver when loading container is fully loaded
- Ensuring that debris loads are contained properly in the loading container prior to the departure of the truck from the loading location to the TDSRS
- Checking for safety considerations and areas of potential problem (school zone, utility meters, power lines, mailboxes, etc.) and reporting potential issues the Thompson Field Supervisor
- Recording and reporting any damages caused to streets, curbs, utility meters, mailboxes and other public property as a result of debris removal operations including photos, owner information, and circumstances of the damage
- Ensuring all white good and Freon containing appliances are sorted and ready for Freon removal on site or separate transport for Freon removal before final disposal
- Certifying household hazardous wastes are segregated, handled, loaded and hauled in accordance with environmental laws and local, state, and federal regulations. HHW must be handled by specialists licensed by FDEP
- Ensuring work area is clear of debris to the specified level before equipment moves to a new loading area
- Remaining in constant contact with debris field supervisor
- Other duties as directed by the debris management project manager or designated City personnel



6. Monitor the Removal of Leaning Trees, Hanging Limbs, and Hazardous Stumps

Thompson anticipates beginning hazardous tree removal operations prior to or concurrent with Right-of-Way debris collection. By getting the bucket trucks out ahead of the debris removal trucks with hazardous tree and limb removal, the overall collection operation will be more efficient. Thompson will ensure that hazardous stumps are pre-approved by FEMA and that the stump removal

process is documented to include before and after photographs and GPS coordinates. The Thompson leaner, hanger, and stump monitor will be responsible for:

- Ensuring that only eligible leaners, hangers, and stumps are removed as defined by the FEMA Public Assistance Program and Policy Guide (PAPPG) from approved public areas
- Recording the date, GPS location, physical address, and time that the work was performed
- Measuring the eligible tree work in accordance with the City's contract
- Photo documenting the work performed to facilitate an audit ready paper trail for FEMA review

7. Deploy Debris Management Site Monitors

Thompson will work with the City and its contractor to establish the appropriate number of Debris Management Site (DMS) and staff it with a DMS Monitor. DMS Monitors are responsible for completing the load transactions and recording debris volumes for loads that have been transported to the DMS for processing and storage or final disposal. DMS Monitors are responsible for observing and recording the following information:

- Debris classification
- Debris load call/volume estimation
- Truck unloading time and date
- Spot check photographs of loads before and after unloading as a Quality Assurance measure for load call methodology and to insure that trucks are completely unloaded at the DMS
- Record load information from municipalities that utilize City debris management sites
- Ensure white goods and Freon containing appliances are sorted and ready for Freon removal
- Document that white goods are cleaned and processed to remove putrescent debris inside and remove all oils, solvents, and refrigerants
- Ensure hazardous and household hazardous wastes are segregated, handled, stored, and disposed in accordance with environmental laws and local, state, and federal regulations
- Document and immediately report any improper segregation of hazardous waste debris
- Ensuring site safety and security

Debris Disposal Diversion

Thompson will work with the City and FDEP to develop a recycling/debris diversion plan that minimizes the amount of potentially recyclable debris that is disposed of at landfills. White goods, e-waste, metals, vegetative and other types of debris may be processed and recycled. Thompson will ensure that salvage operations are documented separately to substantiate retainage of salvage proceeds in accordance with the FEMA Alternative Procedures Pilot Program for Debris Removal.

8. Deploy Field Supervisors

Thompson will deploy Field Supervisors at a 10 monitor: 1 supervisor ratio to efficiently and effectively oversee, document, and substantiate debris removal efforts. Field Supervisors will:

- Be prepared to operate a minimum of 12-14 hours per day, 7 days per week
- Verify that only eligible debris is being removed from designated public ROW and public property within assigned collection zones
- Maintain regular communication with and ensure that collection monitors are authorizing the collection and removal of eligible debris from approved public areas

- Confirm the completeness and accuracy of load tickets and field documentation generated by Thompson field staff to substantiate debris removal operations (if paper based system is utilized)

9. Damage Complaint Tracking

Thompson field supervisors will have the primary responsibility for damage report tracking and resolution. Thompson will assign a unique Work Order number to each damage complaint and will track the Work Order by the GPS coordinate of the complaint. A map will be maintained of all damage related Work Orders. Thompson will maintain the following information for each damage complaint Work Order and organize Work Orders by Precinct:

- Work Order point of contact
- Responsible contractor/sub-contractor
- Photographs of damage
- Description of actions taken by the responsible party
- Photographs/other evidence of repair
- Cost summary, if available

10. FEMA Consultation

To the extent that it is required by the City, Thompson will serve as a liaison between the City, FDEM and FEMA to document and demonstrate that debris removal, response and recovery activities are eligible, allowable, and in compliance with FEMA Publication FP-104-009-2 Public Assistance Program and Policy Guide.

Thompson will work with the City, FDEM, FEMA Region 4, and FEMA Headquarters to facilitate a transparent, well documented partnership throughout the recovery effort. This will allow Thompson to integrate Disaster Specific Guidance (DSG) issued from FEMA into the City's debris removal efforts, and proactively create a positive working relationship with participating stakeholder regulatory agencies.

To the extent necessary, Thompson will provide the City with first and second appeal support for unfunded or de-obligated disaster related projects or initiatives that the City and Thompson mutually agree may be determined eligible by FEMA based on a re-review of existing project documentation or other review of new information presented to substantiate the eligibility of the project.



11. Ordinance Review to Determine the Best Method to Perform Private Property Debris Removal

Thompson's proposed management team has previous experience with reviewing local ordinances and designing a private property debris removal (PPDR) program that demonstrates and documents that local governments have the legal authority (and FEMA eligibility) to perform a variety of debris removal programs on private property. We have performed comprehensive PPDR ordinance feasibility reviews and PPDR program implementation in Alabama, Mississippi, Louisiana, and Florida. In order to ensure that the PPDR program is successful, Thompson will have the following objectives during ordinance review:

- Identify an ordinance that clearly grants the City with the authority to enter private property to remove and dispose of debris, such as a nuisance abatement or public nuisance ordinance. This is critical in order to establish legal authority and FEMA eligibility.

- Establish a multi-step process to ensure that all proper notifications are made to property owners.
- Develop a public outreach plan to ensure that City residents in need are able to participate in the program.

12. Private Property Debris Removal Monitoring

Upon review and approval of a proposed PPDR program by FDEM and FEMA, Thompson will implement and document the program to maximize available reimbursement. PPDR programs may include:

- Vegetative, construction and demolition (C&D), and mixed waste debris removal
- Residential and commercial structural demolitions
- Leaner, hanger, and stump removal

In managing, monitoring, and documenting PPDR programs, Thompson will develop a property identification number for each property. Each property will have a PPDR “packet” that documents the following information:

- | | |
|--|--|
| • Ordinance granting the City legal authority under which the private property debris removal work was performed | • FEMA Historic Preservation (HP) review and approval |
| • Documentation of all necessary actions taken to satisfy the requirements of the ordinance | • Documentation of asbestos abatement (if necessary) |
| • Notification to property owner | • Documentation of utility disconnections (if necessary) |
| • Posting on property | • Field documents and site schematic documenting eligible work performed |
| • Executed Right-of Entry Agreement | • Before/after photographs |
| • FEMA/FDEM Approval | • Property close-out documentation |

13. Special Debris Removal Monitoring

The damage caused by floods often necessitate the need for special debris removal programs which include, among others:

- Waterway debris removal
- Debris removal from storm drains and catch basins
- Abandoned vehicle/vessel removal



To the extent necessary, Thompson management staff will review existing maintenance records to establish the pre-disaster conditions and ensure compliance with FEMA policy and work with the City’s contractors, FEMA, FDEP, NRCS and other regulatory agencies to expeditiously remove storm generated debris from affected public facilities.

Special debris program monitors will be responsible for:

- Demonstrating that the debris/sediment/vehicle presents a hazard or immediate threat to public health and safety
- Ensuring that only eligible debris is removed as defined by FEMA PAPPG from approved public areas
- Ensuring that contaminated debris/soil is handled, processed, and disposed in accordance with the type of contaminant

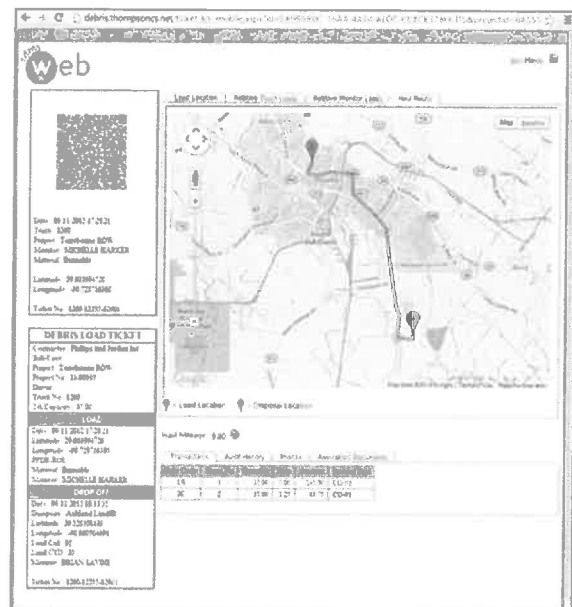
- Verifying that any contaminated disaster-related debris is addressed by the specialist from FDEP and/or EPA and managed appropriately in the designated areas
- Recording the date, GPS location, physical address, and time that the work was performed
- Measure the eligible debris removal in accordance with the City's contract (i.e. linear foot)
- Ensuring vehicles or vessels are abandoned, e.g. the vehicle or vessel is not the owner's property and ownership is undetermined
- Verifying and documenting the chain of custody, transport and disposal of the vehicle or vessel
- Photo documenting the work performed to facilitate an audit ready paper trail for FEMA review

14. Accumulate Daily Field Data

Thompson uploads daily debris collection and disposal information from our ADMS system into a secure electronic disaster debris data management system that summarizes debris quantities to include collection and disposal information by date, debris type, collection zone, and collections and disposal location.

Thompson will plot daily collection totals using GIS software and provide the City with a map of daily collection operations and cumulative debris removal to date. Thompson's graphical reporting tools can provide the City with the collection information needed to make critical decisions and report progress to the public.

In addition the Thompson data management system will serve as an electronic clearinghouse for photographs, electronic "ticket" transaction images, and other field reports developed to document the debris removal operation.



The following information further outlines Thompson's data management operations and capabilities. Our scalable approach has been developed to accommodate both small and large scale activations and multiple debris removal contractors.

Data Management, Project Tracking, and Computer Accountability Programs

Thompson utilizes technology as integral part of its approach to providing debris removal monitoring services for purposes of quality assurance/quality control (QA/QC), contractor invoice reconciliation, and reporting. Each day Thompson queries and reviews truck certifications, load transactions, and unit rate transactions. This data is then used for the following purposes.

Quality Assurance/Quality Control

A critical component of the debris removal monitoring firm's responsibilities is to identify and correct any impropriety that may occur in the debris removal process. To do this, Thompson leverages its data management system to provide QA/QC through standard data queries. Such queries and parameters include:

- Count of loads by collection truck

- Trip time per load
- Trip distance
- Average load call by truck
- Average load call by disposal monitor
- Count of loads by collection location

Reporting

The final tool employed by Thompson through its data and document management system allows us to timely report progress of debris removal to the City. This reporting tool is flexible and can be tailored to report debris removal by any number of parameters. In the past we have reported debris removal according to the following:

- Percent of total estimate complete
- By GIS grid
- By Service Area
- By voting precinct
- By City political district (council districts, commission district, etc.)
- FEMA eligible versus state aid eligible
- Quantity by DMS
- By material type (vegetative, C&D, white goods, etc.)

Thompson will review the QA/QC reports each day to identify anomalies. In most cases these anomalies are explained through investigations of circumstances surrounding the irregularity. Our experience has shown that the mere fact that debris removal contractors and monitors are aware that such metrics are being monitored deters impropriety.

In addition to the cumulative debris collection and financial report, Thompson will coordinate with the contractor to provide morning summaries that will address the following:

- Number of crews deployed
- Types and quantities of equipment deployed
- Equipment/crew/monitor assignments (area/zone)
- Status of TDSRS operations
- Changes in operational status or problems encountered since previous report

Each evening, Thompson and the contractor will provide evening summaries that will include:

- Overall status of debris removal operations
- Actual number of crews/monitors deployed that day
- Issues or problems encountered in the field

15. Reconcile Contractor Invoices

Thompson will perform a thorough review and reconciliation of contractor invoices submitted to the City. In order for contractor payments to be verified as accurate and correct Thompson verifies truck certification, load transactions and unit rate transactions with its database. The reconciliation will include a review of the collection date, time, and location, as well as the debris volume, disposal time and location submitted by the Contractor against the data maintained by Thompson on behalf of the City. Upon

completing the verification of each record being claimed for payment, Thompson will render a payment recommendation to the City. Thompson's payment recommendation will include the following:

- A copy of the contractor invoice
- Invoice back-up organized by program, date, service type, contract line item, and location
- A summary of discrepancies identified
- A payment recommendation report
- A cover letter summarizing the reconciliation findings and payment recommendation

SECTION 3 – SCOPE OF SERVICES

PROJECT DESCRIPTION:

The City of Port Orange is seeking proposals for Disaster Debris Monitoring Services and Fixed Site Monitoring Services to assist the City with disaster debris monitoring services.

This solicitation will result in the selection of at least one firm experienced to perform monitoring functions on the removal and lawful disposal of disaster-generated debris (other than household putrescible garbage) from public property and public right-of-ways, on site and at Temporary Debris Staging and Reduction Sites (TDSRS) within the City of Port Orange immediately after a hurricane or other natural disaster.

The objective of this RFP and subsequent contracting activity is to secure the services of an experienced monitoring contractor licensed in the State of Florida capable of efficiently overseeing and monitoring the removal of large volumes of disaster-generated debris from a large metropolitan area in a timely and cost-effective manner and ensuring the disposal of all debris in a lawful manner. The successful Contractor must be capable of assembling, directing, and managing a work force that can complete the debris monitoring operations in a maximum of 120 calendar days. The selected Contractor will meet the accelerated debris removal timeframes outlined by FEMA in the Sandy Recovery Improvement Act. Contractor's personnel must be familiar with debris removal eligibility criteria outlined in FEMA 325 and 327.

ACTIVATION:

When a major disaster occurs or is imminent, the City will contact the Contractor to advise them of the intent to activate the contract. Monitoring Services will generally be limited to monitoring of debris in, upon, or brought to public streets and roads, right-of-ways, municipal properties and facilities, and other public sites. In preparation for an imminent hurricane strike, and/or other natural disaster, monitoring crews may be asked to stage outside the strike area. In this case, the monitoring contractor should be prepared to respond immediately after tropical sustained winds have receded to below 40 mph in Volusia County.

SELECTION AND MOBILIZATION:

The Contractor will be selected based on a point basis that will take into consideration experience, methodology, availability and price. Upon mobilization the Contractor will also begin coordination with the Debris Removal Contractor and Emergency Management personnel.

Electronic notification will allow the Contractor to begin pre-storm preparations and allow the immediate response once the recovery begins. The Contractor shall have a maximum of 24 hours from confirmed delivery of notification by the City to mobilize and begin their response. Notification will be made in writing via email and via fax. Failure to mobilize in the allotted timeframe may result in the selection of another contractor and forfeiture of further consideration and breach of contract.

The Contractor will be responsible for determining the method and manner of Monitoring Services and lawful disposal operations. Disposal of debris will be at the City's or the contractor's approved temporary

debris management sites or landfill sites. The Contractor will be responsible for overseeing the lawful disposal of all debris and reduction by-products generated at all debris management sites.

The Contractor will provide Fixed Site Debris Monitors and Field Debris Monitors and Debris Monitoring Supervision and Management to assist the City with removal services related to hurricanes and/or other natural disaster(s). The services to be provided are contract compliance supervision and inspection. At a minimum, the Contractor will provide people who can perform the following roles: Fixed Site Debris Monitors, Field Debris Monitors, Senior Technician/Field Supervisor/Emergency Operations Manager, Supervising Monitors, Data Manager, and a Cost Recovery Specialist.

FIXED SITE DEBRIS MONITORS:

Contractor shall provide personnel to oversee the inspection of the disposal or unloading sites by providing the monitoring, verification of load capacity, and documentation at designated temporary disposal sites.

Services include:

- (a) Provide disposal site monitors and inspectors personnel;
- (b) Complete record of contract haulers' cubic yardage and other record keeping as may be needed on the provided load ticket;
- (c) Initial each load ticket before permitting truck to proceed from the check-in area to the tipping area;
- (d) Remain in contact with debris management/dispatch center or supervisor;
- (e) Perform other duties as directed by the dispatch/staging operation, debris management project manager, or designated City personnel; and
- (f) Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards; document and record measurements and computations.

FIELD DEBRIS MONITORS:

Contractor shall provide roving on-site, street-level work area inspections of debris cleanup and collection.

Services include:

- (a) Provide loading site (field) monitors to inspect and control debris collection utilizing manifest load tickets;
- (b) Provide field monitor personnel at designated areas to check and verify information on debris removal;

- (c) Shall utilize photographs and GPS coordinates of debris to verify the source and type of debris for reimbursement purposes.
- (d) Monitor truck collection activity;
- (e) Issue manifest load tickets at loading site for each load;
- (f) Check the area for safety considerations such as – downed power lines, children playing in area, traffic control needs are met, and trucks and equipment are being operated safely;
- (g) Ensure Freon containing appliances are sorted and ready for Freon removal on site or separate transport for Freon removal before final disposal;
- (h) Perform a pre-work inspection of areas to check debris piles to identify covered utility meters, transformers, fire hydrants, mail boxes, etc. to help prevent damage caused from loading equipment operations and to look for and document potential debris remedial issues;
- (i) Should, in the process of debris removal, damages occur to utility components, driveways, road surfaces, private property, vehicles, etc. document the damage with photos if possible, collect information about owner, circumstances of the damage (who, what, when, where) and file a report with authorities with jurisdiction;
- (j) Before equipment moves to a new loading area, ensure the work area is clear of debris to the specified level;
- (k) Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards; document and record measurements and computations;
- (l) Properly monitor and record performance and productivity of debris removal crew;
- (m) Remain in constant contact with debris management/dispatch center or supervisor;
- (n) Ensure that loads are properly contained before leaving the loading area;
- (o) Ensure only eligible debris is collected for loading and hauling;
- (p) Ensure only debris from approved public areas is loaded for removal;
- (q) Document photographically trees that are considered hazardous;
- (r) Verify that all trucks leaving the site have been completely emptied; and
- (s) Perform other duties from time to time as directed by the Project Manager or designated City debris management personnel.

REQUIRED STAFF:

SENIOR TECHNICIAN/FIELD SUPERVISOR/EMERGENCY OPERATIONS MANAGER:

Contractor shall provide a FEMA Certified Senior Technician/Field Supervisor/Emergency Operations Manager to oversee debris monitoring activities in the field.

Services include:

- (a) Oversight and supervision of field activity;
- (b) Schedule monitoring resources and deployment timing;
- (c) Communication with City personnel;
- (d) Make suggestions to improve the efficiency of collection and removal of debris;
- (e) Coordinate daily activities and future planning;
- (f) Remain in contact with debris management/dispatch center or supervisor;
- (g) Identify, address, and troubleshoot any questions or problems that could impact work area safety and eligibility;
- (h) Compile operational reports; and
- (i) Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards; document and record measurements and computations.

SUPERVISING MONITORS:

Contractor shall provide FEMA trained supervising monitors to coordinate actions of fixed site and field debris monitors.

Services include:

- (a) Verification of debris eligibility, including photographic documentation of hazardous trees (leaners and hangers);
- (b) Coordination of daily operations with Debris Management Contractors;
- (c) Review damage reports;
- (d) Resolve complaints; and
- (e) Compile all necessary reports.

DATA MANAGER:

Contractor shall provide a FEMA trained data manager to oversee the processing of load ticket information, including QA/QC aspects that ensure documentation is maintained in accordance with all federal, state and local requirements. This may involve use of electronic monitoring equipment or other approached as approved by the City. The electronic Ticket Manager would oversee such data functions.

COST RECOVERY SPECIALIST:

Contractor shall provide a FEMA trained cost recovery specialist to work hand-in-hand with City personnel, or their designee, to develop project worksheets for all Category A expenses and documentation.

GENERAL SERVICES TO BE PROVIDED BY THE MONITORING CONTRACTOR:**(a) Pre-event**

The pre-event services performed by the Contractor may include:

1. Debris Management Plan and Standard Operating Procedures updates;
2. Inter-agency cooperative exercises and training;
3. FEMA/FHWA guidance and policy;
4. Review Temporary Debris Staging and Reduction Sites (TDSRS); and
5. Debris management contractor bid preparation and review.

(b) Post-event

The listed services performed by the Contractor must include:

1. Contract administration;
2. Debris estimates;
3. Perform oversight for road clearance and debris loading by debris management contractors;
4. Provide TDMS monitoring at various locations, including sites that handle materials from multiple contractors and or monitoring firms;
5. Environmental assessment of TDMS;
6. Truck certification;
7. Temporary debris staging and reduction sites(TDSRS) monitoring accommodating multiple municipalities/agencies;
8. Quality assurance and quality control of all documentation pertaining to debris management monitoring;
9. Safety procedures are outlined and followed;
10. Assist the City in responding to public inquiries;
11. Provide technical advice to the City;
12. Be available to address questions from FEMA and FHWA both during and after services have been performed;

13. Provide assistance with FEMA Category A expense worksheets and other submittals, audits, appeals and associated processes, as needed, until final file closeout regarding each individual disaster event; and
14. Review and validate Debris Management Contractor(s) invoices prior to submission to the City for processing.

DELIVERABLES:

At a minimum, the following deliverables must be provided to the City at the completion of the event response effort. However, deliverables shall in no way be limited to the following list. At its sole discretion, the City may add and/or delete deliverables to meet the needs of the City, State, or FEMA. All deliverables will be submitted both electronically, in a format specified by the Contract Administrator and by hard copy on paper. The minimum deliverables to be provided include:

- (a) A log of damages reported, damage corrections and releases for work by either the property owner of the City;
- (b) Original load tickets, boxed, bound by date and sorted by ticket number;
- (c) Electronic ticket logs including information from ticket;
- (d) Daily logs with list of all personnel with signatures and initials;
- (e) Provide City with Flashdrive(s), CD(s) or Binder(s) with damage reports, completed repairs, and releases (if applicable);
- (f) Provide City with Flashdrive(s), CD(s) or Binders with issues and final resolution;
- (g) Map books boxed by pass with daily logs;
- (h) List of tickets issued by monitors, and list of lost/voided tickets;
- (i) Each Ineligible debris pile will be tagged, in a format approved by the City, and a list compiled and submitted to the City;
- (j) Operational Reports shall be prepared by the Contractor and submitted to the City throughout the duration of the recovery operations. The reports shall document the Debris Management Contractor's activities and progress from the previous day and shall be submitted no later than 4 hours after the end of an operational period to the Contract Administrator or designee. Each report shall contain the following minimum information:
 1. Review and accurately completed load tickets verifying that they are consistent with all reporting documents;
 2. The times of operation of all debris loading trucks;
 3. Reports, maps and graphs to delineate production rates of crews and their equipment, progress by area and estimations of total quantities remaining, time to completion and daily cumulative cubic yards of debris removed, processed and hauled.

- (k) A Final Report prepared by the Contractor and submitted to the Contract Administrator within thirty (30) days of completion of the recovery operations. (Recovery Operations include closure and remediation of TDSRS and conclusions of all related operations.) At a minimum, this report will include a discussion of disaster response requirements and results and recommendations for future disaster responses.

FEMA SUPERCIRCULAR 2CFR CHAPTER II, PART 200 et.-al.:

Compliance with FEMA SuperCircular "2CFR Chapter 2, Part 200 et.-al." is required. Links to the FEMS SuperCircular are below.

www.gpo.gov/fdsys/pkg/FR-2013-12-26/pdf/2013-30465.pdf

http://www.ecfr.gov/cgi-bin/text-idx?SID=3a51bbc734fa96db2a531dc464b71b90&mc=true&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

[Remainder of this page left intentionally blank]

TASK AUTHORIZATION NO. ____

Standard Contract for Services dated _____

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

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **THOMPSON CONSULTING SERVICES, LLC**, a Delaware limited liability corporation with its principal place of business at 1135 Townpark Avenue, Suite 2101, Lake Mary, Florida 32746-4790 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Standard Contract for Services dated _____, 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 Disaster Debris Monitoring Services as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "A."
3. Contractor shall complete the services to be provided herein within _____ 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 "____" 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. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as Task Authorization Exhibit "B," and acceptable to the 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. ____.
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:

THOMPSON CONSULTING SERVICES, LLC

Printed Name: _____ By: _____
Jon M. Hoyle, Managing Member

Printed Name: _____ Date: _____

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____ By: _____
Allen Green, Mayor

Printed Name: _____ Date: _____

Witnesses:

ATTEST:

Printed Name: _____ By: _____
Robin L. Fenwick, CMC, City Clerk

Printed Name: _____ Date: _____

[CA 5447]

Exhibit “3”

Payment and Performance Bond

(Exhibit “3” includes a total of 3 pages)

RETURN RECORDED DOCUMENT TO:
City Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

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

PAYMENT AND PERFORMANCE BOND

(Public Works)

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

BOND NO. _____

PRINCIPAL:

Developer or Contractor: Thompson Consulting Services, LLC
Principal Business Address: 1135 Townpark Avenue
Suite 2101
Lake Mary, Florida 32746-4790
Contact Person: Jon M. Hoyle
Phone Number: (407) 792-0018

SURETY:

Address: _____

Contact Person: _____
Phone Number: _____

OWNER:

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

Amount: \$0.00

City Case/RFP No. 16-20 Disaster Debris Monitoring Services

Description of Work: Disaster Debris Monitoring Services

Project Location: Various Locations in the City of Port Orange, Volusia County, Florida
Port Orange, Volusia County, Florida

Legal Description: Various Locations in 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.

RETURN RECORDED DOCUMENT TO:

City Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

Disaster Debris Monitoring Services

Name of Project

City Case/RFP No. 16-20 Disaster Debris Monitoring Services

Bond No. _____

Space Reserved for Recording Data

**COMBINATION PAYMENT AND PERFORMANCE BOND
FOR**

PUBLIC CONSTRUCTION

per Section 255.05, Florida Statutes

Guaranty for Construction of Public Improvements

BY THIS BOND, We, **Thompson Consulting Services, LLC**, as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of _____ **AND 00/100 DOLLARS (\$0.00)**, 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 Agreement for Services, having an effective date of _____, 2016, entered into by and between the Principal and the City, for Disaster Debris Monitoring 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 in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 2016.

Attest:

THOMPSON CONSULTING SERVICES, LLC
(Principal)

(As to Corporate Principal) Secretary

By: _____
Jon M. Hoyle, Managing Member

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

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

(Corporate Seal)

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

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



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2016, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **TETRA TECH, INC.**, a Delaware corporation whose principal address is 3475 East Foothill Boulevard, Pasadena, California 91107 ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. Provision of Services

- (a) The Contractor hereby agrees to provide the City of Port Orange with Disaster Debris Monitoring Services and Fixed Site Monitoring Services, as further described in Request for Proposals Number 16-20 Disaster Debris Monitoring Services and Tetra Tech, Inc. Proposal dated May 2016, attached hereto as Exhibit "1."

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

Term: The term of this Contract shall commence on the last date the Contract is signed by the Parties and shall continue for a five (5) year period (the "Initial Term").

Renewals: Upon written mutual agreement of the Parties, this Contract may be renewed for one (1) optional five (5) year period.

Manner and Place: As outlined in Exhibit "1," 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. Contractor shall not deliver goods or services without a written purchase order(s), signed by an authorized agent of the City of Port Orange.

Time and Essence: Contractor acknowledges that time is of the essence for the Task Authorization(s) issued hereunder.

Authorization of 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 performance of services by the Contractor under this Contract shall be in the form of written Task Authorization(s) issued and executed by an authorized agent of the City and signed by the Contractor. 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 rates set forth in Exhibit "1" in an amount up to but not to exceed a rate of Two Hundred Sixteen Thousand Six Hundred Eighty-Eight and 00/100 Dollars (\$216,688.00) for each fiscal year. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for

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

3. Contract Documents. The following forms are attached as Exhibit "3" and must be completed, signed, witnessed and notarized as indicated, and returned to the City prior to the commencement of any services by 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 director of Public Works, Branford N. Adumuah, shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

5. Liens. Contractor acknowledges that Contractor shall not be entitled to lien the City of 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 22 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 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.

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 119.10, 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 during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

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. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

Insurance	Standards	Comments
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Workers' Compensation <u>Additional Coverage:</u>	<u>Limits:</u> Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contract work 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 automobiles. <u>Additional Coverage:</u>	<u>Limits:</u> Auto Liability Bodily Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance — Builders Risk. <u>Additional Coverage:</u>	<u>Limits:</u> Buildings — Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If the Contract 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 — (Errors & Omissions)	<u>Limits:</u> Coverage — \$1,000,000 minimum	

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. **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 Contractor's expense.

19. **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.

20. Liability for Loss or Damage. 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.

21. 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.

22. Disputes. The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager 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 Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

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 Request for Proposals Number 16-20, 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.

26. 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.

27. 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: Branford N. Adumuah, Director of Public Works 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5575
Contractor:	Tetra Tech, Inc. Attention: Jonathan Burgiel, Vice President 2301 Lucien Way Suite 120 Maitland, Florida 32751 (321) 441-8518 – Telephone (321) 441-8501 - Facsimile betty.kamara@tetrattech.com 3475 East Foothill Boulevard Pasadena, California 91107

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.

28. 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.

29. 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.

Printed Name: _____

By: _____

Authorized Name/Title

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: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of June, 2016, by _____, as _____ of Tetra Tech, Inc. a Delaware corporation, and who:

[Notary: Please select one]

- ☐ is personally known to me; or
☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Allen Green, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of June, 2016, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

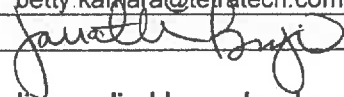
The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

EXHIBIT 1 – HOURLY RATE SCHEDULE (INSERT UNDER TAB F)



EXHIBIT I - HOURLY RATE SCHEDULE
RFP 16-20
DISASTER DEBRIS MONITORING SERVICES
(Include under Tab F of Proposal)

NAME OF BUSINESS: Tetra Tech, Inc.
CONTACT PERSON: Jonathan Burgiel
EMAIL ADDRESS: betty.kamara@tetratech.com
AUTHORIZED SIGNATURE: 

The hourly rates shall include all cost including applicable overhead and profit, lodging, meals, transportation, rentals, safety gear, telephone costs, cameras, GPS devices and other incidentals.

	<u>POSITIONS</u>	<u>HOURLY RATES*</u>	<u>HOURS**</u>	<u>TOTAL</u>
1.	Project Manager	\$ 69.00 -	112	\$ \$7,728.00 -
2.	Data Manager	\$ 55.00 -	40	\$ 2,200.00 -
3.	Cost Recovery Specialist	\$ 95.00 -	40	\$ 3,800.00 -
4.	Field Supervisors	\$ 65.00 -	336	\$ 21,840.00 -
5.	Fixed Site Monitors	\$ 33.00 -	840	\$ 27,720.00 -
6.	Environmental Specialist	\$ 55.00 -	40	\$ 2,200.00 -
7.	GIS Specialist	\$ 49.00 -	40	\$ 1,960.00 -
8.	Supervising Monitors	\$ 45.00 -	168	\$ 7,560.00 -
9.	Billing/Invoice Analysts	\$ 45.00 -	40	\$ 1,800.00 -
10.	Administrative Assistants	\$ 32.00 -	40	\$ 1,280.00 -
11.	Field Monitors	\$ 33.00 -	4,200	\$ 138,600.00 -
TOTAL (Items 1-11)				\$ 216,688.00 -

*Any overtime will be billed at the Hourly Rate times 1.5. Overtime is not to be included in the rates above.

**These hours are not intended to represent the actual contract amount, but are an estimated representation of a typical work week. The actual contract value will be negotiated with the successful proposing agency prior to issuance of the notice to proceed for each event.

This document must be completed and returned with your Submittal

This Document is also available on DemandStar as a fillable Excel Worksheet

SECTION F: PROPOSAL MATRIX

APPROACH

*Tetra Tech's commitment to our clients begins with value added pre-disaster training and coordination to ensure that we provide the best available end-to-end response and recovery program management services should we be called upon in the event of a future disaster. After contract award, Tetra Tech will provide the following services **at no cost to the City**:*

- *Annual coordination meeting with City stakeholders and debris removal contractors;*
- *Review and comment on the City's Disaster Debris Management Plan*
- *Review of existing Debris Managements Sites (DMS) and selection criteria;*
- *Review/update of the City's GIS Center line data;*
- *Review and comment on the City's debris removal contract and procurement processes;*
- *Annual updates regarding FEMA and FHWA policy changes; and*
- *Review of local ordinances and code(s) related to City debris removal operations.*

TECHNICAL APPROACH

PROJECT UNDERSTANDING

Tetra Tech implements a best practices approach to disaster debris monitoring when planning for and responding to debris-generating events. Our team has gained unparalleled experience working on many of the largest Federal Emergency Management Agency (FEMA) Public Assistance (PA) eligible projects, including responses to Hurricanes Katrina, Wilma, Ike, and Sandy. Our team has assisted more local governments with debris monitoring efforts following catastrophic natural disasters than any other firm in the nation. ***Collectively, we have overseen and managed the recovery of over 69 million cubic yards (CYs) of debris on behalf of over 300 public sector clients, resulting in excess of \$3.5 billion in reimbursable costs to our clients.***

In addition, our understanding of the Florida Department of Transportation, FEMA, Federal Highway Administration (FHWA), U.S. Department of Housing and Urban Development (HUD), Natural Resources Conservation Service (NRCS), and other reimbursement agencies' requirements for eligibility, documentation, and reimbursement will help the City of Port Orange receive the maximum reimbursement allowed following a disaster event.

Tetra Tech has carefully reviewed the scope of work requested in the request for proposal (RFP) and can assure the City that we have the extensive experience, understanding, and knowledge to successfully perform all aspects of the scope of work. We are aware of the magnitude and importance of organizing and directing the necessary resources to define and carry out the tasks associated with the scope of work, and we are committed to continuing to provide a consistent and coordinated team to perform these services upon activation. Our project team will dedicate themselves to the City's needs throughout the year, not just during times of activation.

The project approach and work plan provided below will provide the City with a clear description of our approach to the City's proposed project. To summarize, our technical approach below captures our unique capabilities, including the following:

- Our team's ability to provide end-to-end services in disaster preparedness, emergency management, and post-event response and recovery to help state and local governments plan for and recover from natural and human-caused disasters
- A complete project management team that is recognized for its ability to quickly respond to a broad range of emergencies, allowing our clients to return to the business of running their day-to-day operations
- A focus on local hires and the ability to hire, train, and support a local team of inspectors that oversee the work being completed in their own communities, with local hires being fully supported with technology and a team of dedicated managers
- Detailed reporting systems and mapping capabilities that are driven by our RecoveryTrac™ automated debris management system (ADMS) technology, which will be tailored to the City's data needs

OPERATIONAL SCHEDULE

Based on Tetra Tech's understanding of the City and their needs, we have developed a draft mobilization schedule with key project management tasks in chronological order. The timeline is based on a typical activation; however, Tetra Tech is prepared to work with the City to adjust the timing of the specific elements below to meet the City's needs.

Prior to an event with warning (such as a hurricane), our team will begin monitoring the landfall of any tropical system at H-96 and will coordinate via conference call with the City. Following an event without warning (such as tornadoes, or flooding), Tetra Tech will begin response at H-0.

Section E: Engagement Approach and Schedule

Exhibit E-1: Disaster Debris-Generating Event Operational Plan

Time	Task	Deliverables/Milestones
Preparedness		
Pre-event (normal conditions)	Meet with the City to review plans and documents	- Conduct annual pre-event meeting with the City and debris contractor - Review the City's disaster recovery contracts for FEMA compliance - Update critical documents and files, including any GIS files
H-96	Review capabilities and resources	- Contact the City and initiate daily conference call - Determine resource requirements from debris model - Review the City's emergency policies and contracts - Establish contact with the City's debris hauler and ensure Tetra Tech has the most up to date copy of the debris hauler contract.
H-72	Execute responsibilities and activate contracts	- Review possible critical areas of concern, hospitals, major transit systems, historic districts, environmental issues, and critical infrastructure - Review protocols for private property, gated communities, and public drop-off sites - Review temporary debris management site (TDMS) locations and follow up with the Florida Department of Environmental Protection (FDEP) on permitting procedures - Estimate equipment requirements and TDMS capacity to haul and stage debris - Prepare ADMS technology for mobilization
H-48	Monitor storm track and continue preparations	- Conduct regular meetings with City staff as requested - Confirm staging location and begin mobilization of resources - Mobilize project assets and begin base camp coordination and logistics (food, water, housing, etc.) with the City and Tetra Tech headquarters (if necessary) - Review list of priority roads and the operational plan - Obtain GIS files for municipalities that the City will assist with debris removal - Continue to update and gather updates from the City's debris hauler
H-24	Prepare final reports	- Save all critical documents and files to the network drive, USB drive, and laptop hard drive - Certify emergency road clearance equipment (in coordination with the City's debris hauler) - Determine emergency road clearance priorities
H-0	ARRIVAL OF NOTICE EVENT/INITIATE RESPONSE TO NO-NOTICE EVENT	
Response		
H +24	Emergency push	- Receive notice-to-proceed with not-to-exceed - Begin emergency push - Maintain time and materials (T&M) logs for push equipment - Coordinate with the City/County to conduct preliminary damage assessments and road closures (if requested) - Supervisors report to pre-designated locations and prep staff on project - Begin establishing ADMS infrastructure - Begin recruiting and training monitors, project coordinators, and data staff - Initiate opening of TDMS locations - Follow up with FDEP on debris permits (if required)

Section E: Engagement Approach and Schedule

Time	Task	Deliverables/Milestones
		Work with the City to establish public information protocols to respond to concerns and comments
H +48	Emergency push/ damage assessment	- Continue emergency push - Continue preliminary damage assessment - Develop debris cost estimate required for presidential disaster declaration - Develop operational plan for disaster-specific issues - Refine health and safety plan for disaster-specific issues
H +72	Disaster debris vehicle certification/ site preparation	- Begin hauling truck certification - Install ADMS tower monitor infrastructure - Train monitors on policies, ADMS, and safety - Open public drop-off sites as requested
H +96	Begin debris collection monitoring	- Assign monitors to trucks - Assign supervisors to monitors - Hold morning and afternoon meeting with City staff and debris hauler - Implement quality assurance (QA)/quality control (QC) procedures
Recovery		
Week 1+	Right-of-way (ROW) debris collection monitoring	- Continue ROW collection - Address household hazardous waste (HHW) issues (if critical) - Issue daily reports/GIS maps - Hold daily meetings with the City, hauler, and/or State/FEMA as required - Staff citizens debris management hotline (if requested) - Define supplemental programs required (private roads, HHW) and prepare eligibility request
Week 1+	Data management and invoice reconciliation	- Provide ADMS reports and real-time monitoring access - Establish client GeoPortal to provide insight into project progress - Review truck metrics provided by RecoveryTrac™ - Initiate weekly reconciliation - Initial payment recommendations with retainage
Week 1+	Reimbursement support/grant administration (FEMA, NRCS)	- Prepare damage/cost estimates - Compile supporting documentation (debris permits, debris contracts, etc.) - Liaise with FEMA Region 4, Florida Division of Emergency Management (FDEM), U.S. Army Corps of Engineers (USACE), etc.
Week 2+	Special projects (if required)	- Waterway debris removal - Private property debris removal (PPDR) - Public drop-off sites - HHW - Mud/silt/sand removal (from storm drains, ditches, etc.) - Identify areas of operational concern and make disaster-specific recommendations to FEMA to improve efficiency
Week 3+	Financial recovery assistance staff engaged (if requested)	- Facilitate kickoff meetings with primary stakeholders - Draft a PA work plan - Conclude/review preliminary damage assessments - Gather documentation for project worksheet (PW) development - Identify opportunities for mitigation

Time	Task	Deliverables/Milestones
Project completion	Document turnover/closeout	- Conduct site visits - Final reconciliation - Retainage release - Release hard copy files - Provide electronic database - Assist with PW development - Assist the City with long-term reimbursement - Audit assistance - Appeal support if necessary

RECOVERYTRAC™ AUTOMATED DEBRIS MANAGEMENT SYSTEM – TETRA TECH’S ALTERNATIVE TO PAPER TICKETING

In today’s technology-driven society, paper-based systems are quickly becoming obsolete. Recognizing the migration to electronic-based systems, our team has spent years on research and development in an effort to streamline the debris collection documentation process, with a focus on minimizing the cost to our clients while improving the visibility of debris project operations. RecoveryTrac™ is the result of these efforts. RecoveryTrac™ is a scalable and fully featured disaster management application designed specifically to address the operational challenges faced during a disaster recovery project. *Our proprietary ADMS technology, RecoveryTrac™, meets USACE specifications for electronic debris monitoring*, provides real-time collection of data, and offers multiple solutions to data management, reporting, invoice reconciliation, and project controls that cannot be achieved with a paper-based program. *Tetra Tech has also implemented RecoveryTrac™ ADMS technology on the last 32 FEMA PA eligible projects.* On these projects, our clients and FEMA found this state-of-the-art technology to increase efficiency and improve the management of debris removal efforts.



- Owned and operated by Tetra Tech
- Over 800 mobile units on-hand and ready for state-wide multi-district mobilizations
- Meets USACE specifications for electronic debris monitoring handhelds
- Real-time situation awareness of field resources and efficient direction to support County priorities
- Real-time GIS web services for EOC information and visualization systems
- Capable of collecting data regardless of cellular service
- Automated photograph and GPS capture
- Provides reports and pass map tracking in real-time
- Minimizes chance of fraud through real-time monitoring
- Minimizes data entry and human error
- Expedites invoice reconciliation
- Intuitive and user-friendly

The RecoveryTrac™ Process

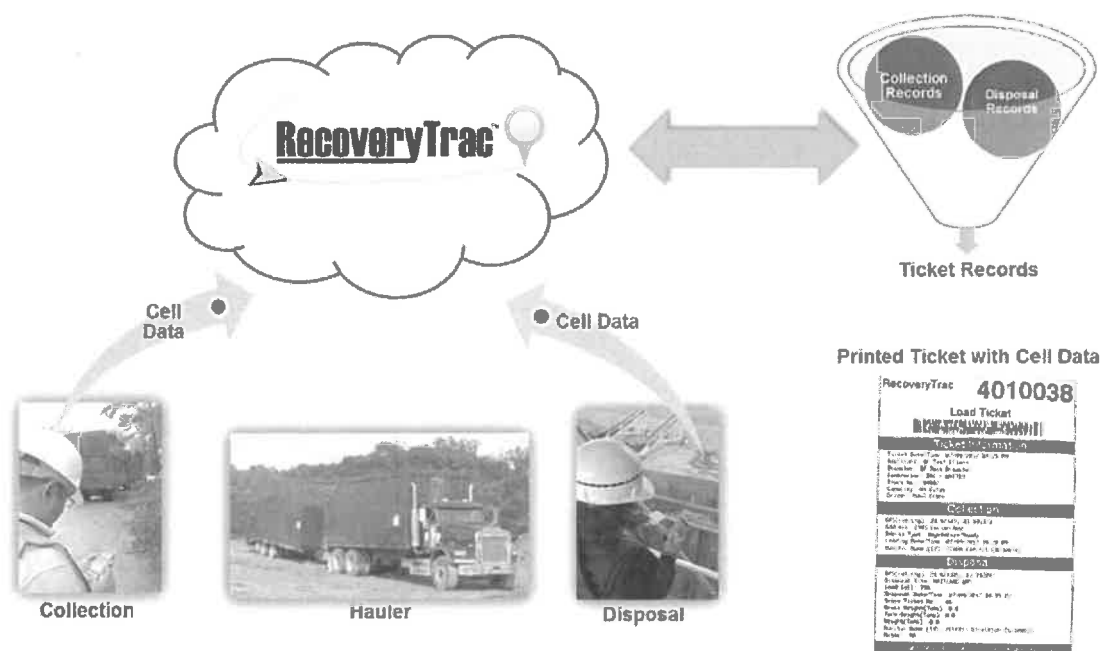
The process begins with debris hauler truck certification using the handheld units. A truck certification form is printed with a unique electronic bar code and provided to the driver as well as our debris site/tower monitor(s). Handheld units are provisioned and assigned to both field and debris site/tower monitors. Field monitors begin a ticket by scanning the truck certification bar code to open a control ticket and then begin to record waypoints (debris pile pickup locations) on the handheld as the truck is loaded. When the truck is full, the field monitor selects the debris type, and scans the control ticket to assign the load a unique number. The truck then proceeds to the disposal site. The collection data is uploaded to a server via cellular connection and using a process called *Look Ahead*, the collection ticket information is made available to the disposal monitor’s handheld before the truck arrives. The control ticket is provided to the driver and taken to the debris management site where it is scanned by a debris site/tower monitor. The debris site/tower monitor confirms the truck and debris type and enters the

Section E: Engagement Approach and Schedule

load call. Finally, the disposal load ticket is printed and data is uploaded to the system where it can be utilized in real-time reporting systems.

Even when there is no cellular connection, the handhelds continue to operate in connected mode; however, the data is stored on the device until a data connection is restored. The device periodically searches for this connection, and when services are restored the device automatically uploads the stored ticket data. *Even under the harshest conditions where cellular service is not available, RecoveryTrac™ was built to comply with U.S. Army Corps of Engineers (USACE) specs using Near Field Communication (NFC) and internal memory to protect and transfer data.* Exhibit E-2 shows the RecoveryTrac™ process under normal operating conditions.

Exhibit E-2: RecoveryTrac™ Process



Key Benefits of RecoveryTrac™

Ability to Respond. Combined with the on-hand inventory of over 800 handhelds and the ability to rapidly procure additional equipment through preferred vendor relationships, the City can rely on our mobilization strategy for zero-day activations in disasters covering large areas with little or no-notice. *The on-hand inventory can be on-site and ready to use within 24 hours of a notice to proceed*, and additional needs can be met quickly (in most cases, 72 hours or less).

Simple and Intuitive. A key foundation of our mobilization strategy is the ability to quickly hire and train local residents and begin debris removal operations. The mobile application is simple to understand and intuitive, allowing most users to begin using the device once the standard monitor training is completed.

Cost Effective. RecoveryTrac™ combines the advantage of automation and the desire of our customers to control costs by utilizing widely available commercial equipment and increasing the simplicity of operations.

Previously, our team deployed nearly 200 ADMS units in the field following Winter Storm Pax in Georgia and South Carolina. The use of RecoveryTrac™ reduces data entry costs and provides real-time project tracking reports to our clients.

Section E: Engagement Approach and Schedule

Reliable and Stable. Based on the Android operating system, RecoveryTrac™ is secure and reliable. This minimizes the interruptions in field operations due to technical difficulties and reduces the number of support personnel required to maintain the system.

Technical Support. RecoveryTrac™ is designed to be self-repairing when possible; most support needs are resolved by field supervisors who are able to reach field monitors within 15–30 minutes in most cases. In addition, we have dedicated technicians at disposal sites and provide a field service center to maintain and repair equipment.

Real-Time Reporting. The key to successful management of a debris project is the timely availability of relevant information needed to make sound decisions and respond to anomalies before they become issues. Our powerful reporting engine allows the user to monitor contractor performance, track damages, track street-by-street debris removal progress, and identify and resolve potential problems as they happen. The geospatial reporting systems within RecoveryTrac™ provide real-time information that raises the bar for post-disaster project management.

In summary, our combined program management approach and RecoveryTrac™ solution will provide day-one, boots-on-the ground services for the City of Port Orange immediately after a disaster.

TIME AND MATERIALS

The emergency push period begins immediately following an event. Debris removal contractors coordinate with City crews to clear blocked roadways for emergency vehicle passage. Tetra Tech is prepared to assist during the push period by providing the following services:

- Documenting blocked roads that require immediate clearance
- Administering the sign-in and sign-out of labor and equipment to track T&M charges
- Helping staff maintain maps or databases to track road clearance progress and other essential tasks, as requested
- Maintaining documentation for reimbursement of emergency push work

VEHICLE CERTIFICATION

Tetra Tech has a proven vehicle certification procedure that complies with FEMA guidelines and results in maximum reimbursement for our clients. Tetra Tech's ADMS technology, RecoveryTrac™, will be used to electronically certify all trucks used in an activation. Benefits of using the mobile truck certification application include **electronic volume calculations**, instantaneous upload to the RecoveryTrac™ database to allow immediate QA/QC checks to verify the truck certification calculations, and automated photo-matching of truck and driver photographs to the truck. The truck certification application allows us to complete truck certifications in **30% less time than with a paper-based system**.

Section E: Engagement Approach and Schedule

Exhibit E-3: Truck Audit Report

RecoveryTrac Truck Certification Audit Report							Trucks Certified On: *All	
AUGUSTA - WINTER STORM PAX - ROW COLLECTION - Truck Certification Summary								
			<u>Tot Trucks Certified</u>	<u>Tot Certified Capacity</u>	<u>Avg Certified Capacity</u>			
Contractor: ASHBRIIT			167	6961	41.68			
Contractor: ASHBRIIT								
N/A	700373	61	02/27/2014 11:02 AM	ACTIVE	26B2WR (MO)	SELF-LOADING TRUCK		
Primary Box (L x W x H): 216x102x102 = 2247264.0 Cu Inches (+)								
Type: Box (L x W x H): 70x102x64 = 456960.0 Cu Inches (+)								
Type: Box (L x W x H): 48x102x28 = 137088.0 Cu Inches (+)								
Total Volume: 2841312.0 Cu Inches (/46,656) = 60.90 CuYds								
Driver-Placard View		Side View		Back-Interior View		Front View		
								

Our disaster debris vehicle certification procedure includes the following:

- Generation of unique truck numbers for contractor crews and equipment
- Automated truck certification form, which includes the latest FEMA guidelines on truck certification documentation and volume calculations, and a bar code for automated ticket scanning
- Special vehicle notations on the truck certification form and vehicle placard, which inform tower monitors of sideboards, tailgates, or other modifications, thus discouraging debris removal contractors from fraudulently altering vehicles after certification
- Photographs of vehicles, vehicle cavities, and drivers
- Periodic spot checks and recertification of trucks to identify trucks altered after initial certification

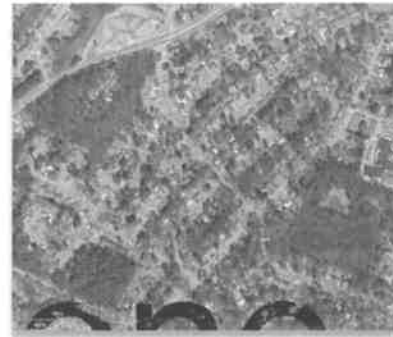
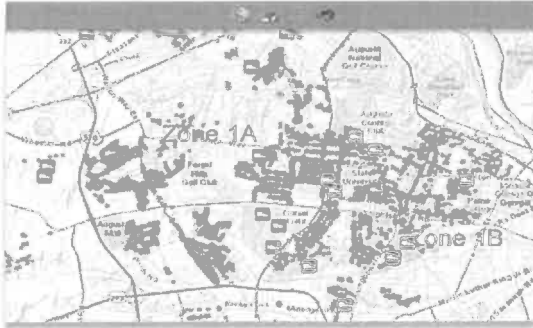
RIGHT-OF-WAY COLLECTION REPORTING

Our ADMS technology in debris monitoring allows the City to view debris collection points, truck locations, monitor locations, damage, incidents, and daily metrics at any given time. The additional geospatial reporting capabilities are made possible through the Tetra Tech approach to field monitoring.

At each debris collection point, the field collection monitor marks the "waypoint" or location of the debris pile to collect GPS coordinates. The map below displays the waypoints associated with each collection ticket issued in the field. The waypoint collection report is updated in real time and can be filtered by date.

Section E: Engagement Approach and Schedule

Exhibit E-4: Waypoint Collection/Hazardous Tree Maps



An additional feature of our ADMS technology is that each handheld device reports back the location of the device regularly. By leveraging this location information, Tetra Tech can view monitor locations and truck locations in real time, as demonstrated in Exhibits E-5 and E-6

Exhibit E-5: Monitoring Locations



Exhibit E-6: Truck Locations



FIELD OPERATIONS

The Tetra Tech debris monitoring program includes the following:

- **Operations.** Field collection monitors report to a staging location prior to the commencement of daily operations for a briefing to be given by the project manager or field supervisors and the distribution of safety gear (for example, caution lights or safety vests), map books, and ADMS handheld units/debris tickets.
- **Deployment.** A field monitor is assigned to one loading unit or to a leaner and hanger removal crew. In instances where leaner and hanger crews have multiple saw operators, the cut crew can request the addition of a monitor (this typically happens when a cut crew can complete over 60 hazard removals per day).
- **Field Supervision.** Responsibilities of the field supervisor monitor include training, QA/QC of work being performed, verifying load ticket accuracy, and responding to field monitor and debris contractor issues in the field.
- **Responsibilities.** Field monitors will verify the proper loading of debris into the debris removal contractor's certified loading container. Monitors will document that contractors and their subcontractors adhere to local, state, and federal regulations and that they are working safely and efficiently. Field monitors often notice inconsistencies with debris removal procedures and submit them to their supervisors. If a field monitor feels there is justifiable need to stop operations, the monitor is instructed to refrain from issuing a ticket until the debris hauler supervisor and a Tetra Tech supervisor can be called in to determine the appropriate action.

Section E: Engagement Approach and Schedule

- **Work Scheduling.** Tetra Tech will coordinate with the debris removal contractor's project manager to estimate the number of field monitors that will be required for the following day. To be responsive and mitigate overstaffing, Tetra Tech requests that the debris hauler release the next day's schedule by 5 p.m. This will verify the appropriate number of field monitors is dispatched.
- **Daily Closeout.** At the close of operations each day, all collection and disposal monitors will report to the staging area to clock out and turn in their ADMS handheld units.
- **Contractor Completion.** Tetra Tech will assist the City in completing the project efficiently and within the timelines set forth in the RFP. There are many aspects of debris removal that are outside of the monitoring firm's control but will still need to be managed. Tetra Tech will assist the City with managing these goals, including the following:
 - The ability of a debris contractor to respond with sufficient equipment will affect the proposed schedule. Tetra Tech will provide burn rate analysis to verify the proper equipment is being provided. This will be adjusted as more accurate debris estimates are available.
 - Leapfrogging by the contractor (cherry picking work being performed) is detrimental to the efficiency of operations and will be reported.
 - Invoices by the contractor need to be produced in a timely manner so that Tetra Tech can reconcile in a timely manner. Tetra Tech will work to make the contractors aware of an appropriate time frame for invoicing and will communicate with the City if deadlines are not being met.
 - Deadlines for collecting debris are set to correspond with the work schedule that is based on estimated work to be completed. As damage estimates become more accurate (as is typical throughout the process), Tetra Tech will work with City officials to adjust the timeline to appropriately reflect the changing estimates.

In addition, there are events out of the control of all parties that could negatively impact a debris removal operation (for example, inclement weather). In the event any of these circumstances occur, Tetra Tech will work closely with the City to refine timelines and support an expeditious recovery for the City.

DEBRIS MANAGEMENT SITE MONITORING

Response to debris-generating events requires locating TDMS, emergency permitting of TDMS (including debris burning and State regulatory permits), baseline soil testing before the TDMS are opened and as part of remediation process, and recycling and diversion initiatives once the reduced vegetative debris is collected and processed. Tetra Tech has had significant experience assisting local governments in Florida with pre-permitting TDMS before a disaster event as well as post-disaster permitting.

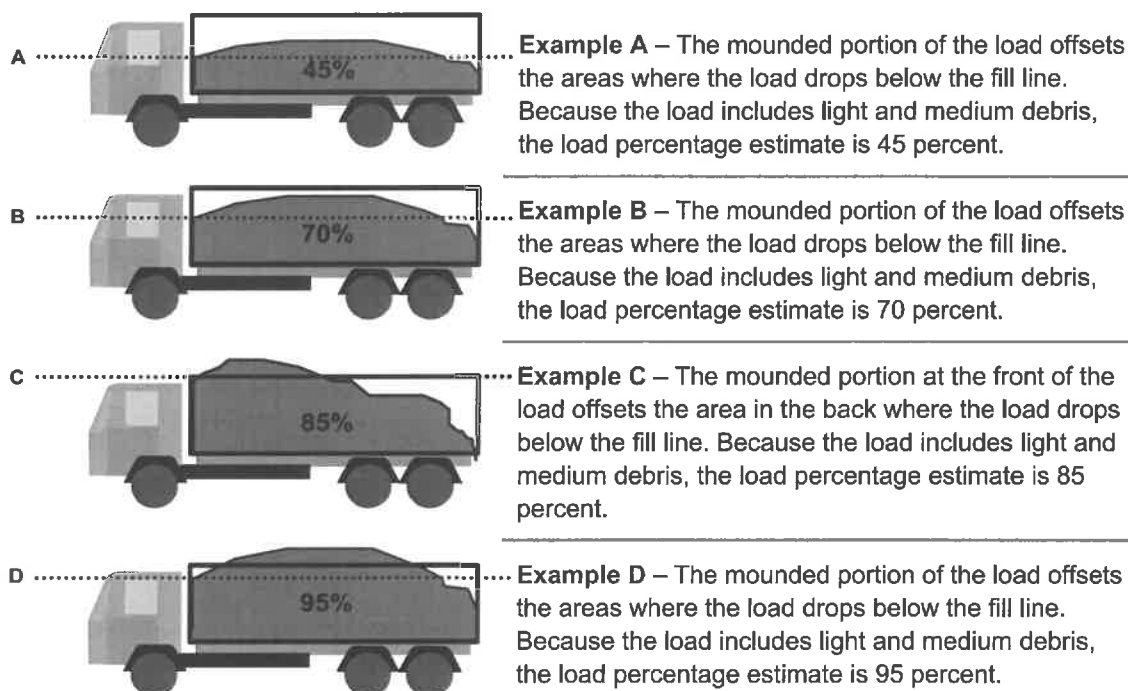
As TDMS are activated, Tetra Tech will provide a minimum of two disposal monitors per site. Staffing numbers may also increase or decrease, depending on site layout. Tetra Tech verifies hauler passes through the TDMS and documentation remains accurate and complete with several daily audits by project operations managers and supervisors to verify load call accuracy and consistency. Specific documentation kept by Tetra Tech TDMS disposal monitors includes the following:

- **Load Ticket.** The load ticket is used to document debris removal complying with all requirements of FEMA.
- **Disposal Monitor Log.** The disposal monitor log is used as backup documentation and requirements of FEMA.
- **Scale Manifest Tickets.** If the debris hauling contract is weight-based, tickets generated by the existing scales at the City's TDMS will be digitized and cataloged by Tetra Tech.
- **Incident Report.** Documenting property damage, arguments, unsafe practices, and personal injury.
- **Photographic Documentation.** Tetra Tech disposal supervisors will photograph a TDMS frequently to create a visual timeline of the site.

Section E: Engagement Approach and Schedule

- QA/QC of Field Tickets. Disposal monitors review and verify collection monitors' work in the field.

Exhibit E-7: Load Call Estimate Examples



QUALITY ASSURANCE/QUALITY CONTROL PROGRAM

Implementing comprehensive QA/QC protocols and technologies is critical to a debris monitoring effort. Proper QA/QC protocols reduce the amount of work associated with back-end data management, reduce invoice reconciliation timeframes, prevent fraud, and establish a sound dataset for future audits. Throughout years of experience assisting local governments with recovering from disasters and the subsequent audits, Tetra Tech has developed industry-leading QA/QC standards and protocols. The use of our ADMS technology expedites the QA/QC process and virtually eliminates ticket errors that can result from traditional manual (paper and pen) debris monitoring operations. For example, monitors no longer have to carry a GPS device and manually write in GPS coordinates – this is automatically logged. Due to the real-time information collected by our ADMS technology, Tetra Tech can establish a virtual command center to audit project information during the collection process rather than correct issues as they appear.

The use of our ADMS technology expedites the QA/QC process and virtually eliminates ticket errors that can result from traditional manual (paper and pen) debris monitoring operations.

For example, our ADMS technology provides reporting and tracking on any missed debris piles. This allows Tetra Tech to improve our responsiveness to resident complaints and provide real-time tracking tools to manage removal of these missed piles to the City.

Exhibit E-8: Missed Piles Tracking



FRAUD PREVENTION

Several Tetra Tech practices are used to prevent debris haulers from committing fraud both in the field and remotely by real-time data monitoring. At TDMS locations, Tetra Tech disposal monitors or supervisors will randomly recertify a previously certified truck. Recalculating the truck hauling capacity helps verify that the original work was accurate and that nothing has been altered since certification. Additionally, ADMS technology displays a photo of the truck as a ticket is scanned by the disposal monitor. This makes it nearly impossible for a debris hauler to switch truck certifications between trucks or alter their truck configuration (i.e., remove sideboards).

Fraud Prevention Reports are also run on a daily basis to look for any data anomalies that may be a result of fraud. The Load Call Report shows all load calls for a given day/monitor to verify no trucks are receiving extraordinarily high load calls. The Load Ticket and Unit Rate Daily Ticket Reports determine if monitors are issuing an excessive amount of tickets in relation to the average number of tickets per day. The RecoveryTrac™ system also has project controls built in to alert the data manager to anomalies that may be indicative of fraud. For example, the following data features are flagged:

- **Truck Turn-Around-Time.** The time between last pickup location and arrival of a truck at the TDMS is tracked. A time that is too short may be indicating the debris hauling truck not filling the vehicle to capacity.
- **Out-of-Bounds.** The municipality boundaries are programmed geospatially to assure debris pickup remains within the eligible bounds of the City.
- **Debris Type.** Any ticket in which the debris type collected differs between what the collection monitor and disposal report the load as is flagged for review.

HAZARDOUS TREE REMOVAL

Guidance established by FEMA requires supporting photo documentation for each ticket issued for hazardous tree or hanger removal services. The previous standard for monitoring firms was to take supporting photographs with a digital camera and manually associate the photos to each tree ticket. Tetra Tech can utilize ADMS technology to automatically associate photographs for all hazardous tree and hanger removal operations which eliminates the potentially extensive labor associated with this task. Additionally, our ADMS technology and software is designed to manage photo documentation by compressing and securely storing photos for field validations and audits in real time. The ability to associate photo documentation to unit rate tickets is critical for FEMA reimbursement, QA/QC, and fraud deterrence.

As work in the field is completed, the information and supporting photos are uploaded directly to our database for QA/QC checks. A QA/QC manager verifies that the photographs comply with FEMA regulations and that all measurements meet the City's contractual agreement with the contractor.

Exhibit E-9: Real-Time Ticket Report

RecoveryTrac Unit Rate Audit Report (Crew 700430)										Date: 03/11/2014
Page 1: ARB/RTA - WINTER STORM PAX - ROW COLLECTION										
Total Ticket Count: 12										
Ticket No.	Monitor	Date	GPS-Lat	GPS-Lng	Address	Service Code	Unit Count	Mess	Zone	Photo Count
120590044	DAWN WALKER (B214106)	03/11/2014 8:17 AM	33.434518	-82.023773	2405 ACAPULCO DR	1A	1.00	2.50	2d(GIS, 2D)	4
Crew Photo		Pre-Work Photo		Measurement Photo		Post-Work Photo				
										
120590045	DAWN WALKER (B214106)	03/11/2014 8:27 AM	33.434532	-82.023628	2405 ACAPULCO DR	1A	1.00	3.38	2d(GIS, 2D)	4
Crew Photo		Pre-Work Photo		Measurement Photo		Post-Work Photo				
										

UNIT RATE TICKET GEOPORTAL REPORT

As monitors complete unit rate tickets for hazardous trees or hangers, their locations are logged and collected. The map below displays locations where hazardous tree or hanger removals were documented in the field. Clicking on the marker allows the user to review the data and photos collected by the field monitor (see example below). The unit rate ticket report is updated in real-time.

Exhibit E-10: Unit Rate Ticket Map

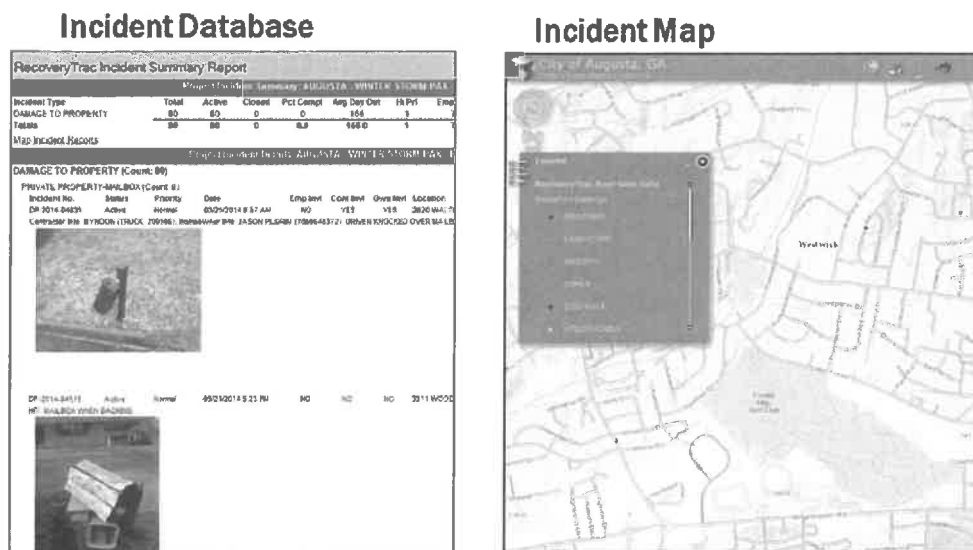


PUBLIC INFORMATION

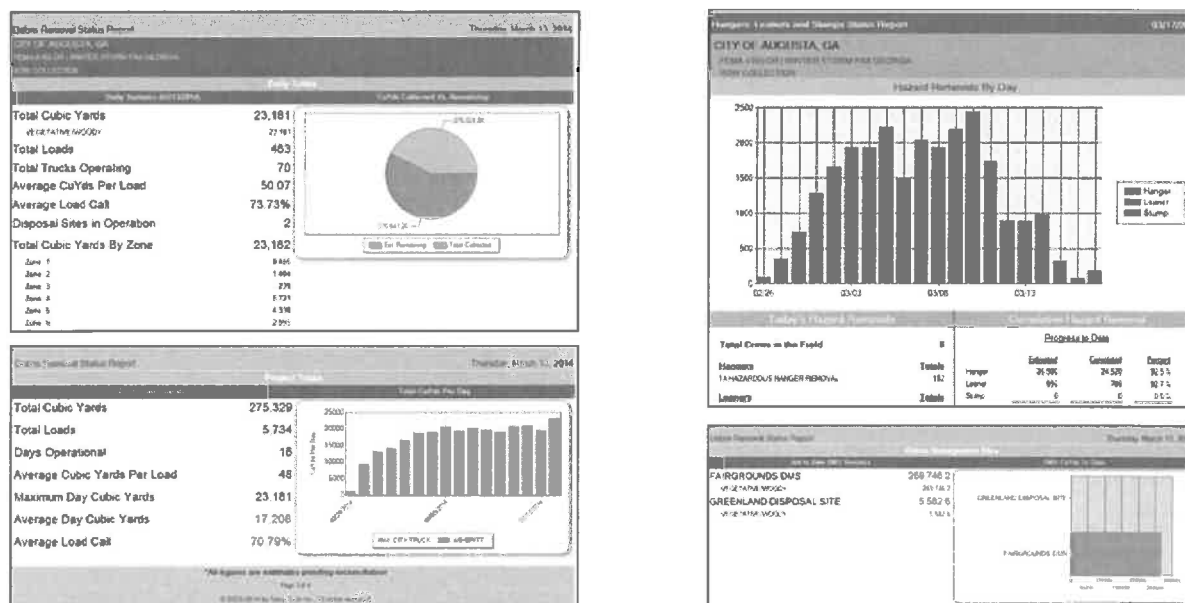
Following a disaster event, citizens will look to the City for direction regarding the debris removal process and project progress. Tetra Tech is uniquely prepared to assist the City in developing a means for City residents to call for inquiries regarding the debris removal process. Tetra Tech has staffed debris hotlines for some of the largest disasters that have impacted the United States and is prepared to help the City establish and staff (including supplying equipment, phone lines, etc.) a debris hotline to respond to public inquiries and concerns.

INCIDENT REPORTING

Another key feature of our ADMS technology is that it allows field monitors to report incidents and provide supporting photographs in real time to the City, Tetra Tech, and the debris contractor. Examples of incidents include reporting pre-existing damage, damage caused by the contractor, debris piles skipped by the contractor, safety hazards, and other incidents critical to a debris removal program. As monitors complete incident reports in the field, the information and supporting photographs are uploaded to the Tetra Tech reporting server. Depending on the type of incident, priority e-mails may be sent out by the reporting server to City representatives, Tetra Tech's project team, and debris contractor representatives. Our firsthand experience assisting local governments with recovering from disasters has shown that accurately capturing and photographing pre-existing damage can alleviate residential damage claims that may be submitted to the City. Additionally, the incident map developed from the collection information is essential to quickly identifying unresolved contractor damages before the completion of the program.



Tetra Tech has a suite of reports that are automated from RecoveryTrac™ and available in real-time via PC, tablet, or smart phone. Although the reports are available at any time to the City, Tetra Tech will submit a daily status report that includes daily cubic yards/tons collected by material and program, cumulative cubic yard/tons collected, number of debris monitors in the field, cumulative cubic yards/tons hauled to final disposal, and daily/cumulative hazard removals. Below are samples of these reports created for recent projects. Additionally, Tetra Tech takes pride in the customization of reports to meet our client's specific needs and have a history of providing tailored reports to any metrics not captured in the generic reports.



CONTRACTOR RECONCILIATION

RecoveryTrac™ significantly reduces the amount of time needed for a contractor to generate an invoice and for the subsequent invoice reconciliation with Tetra Tech.

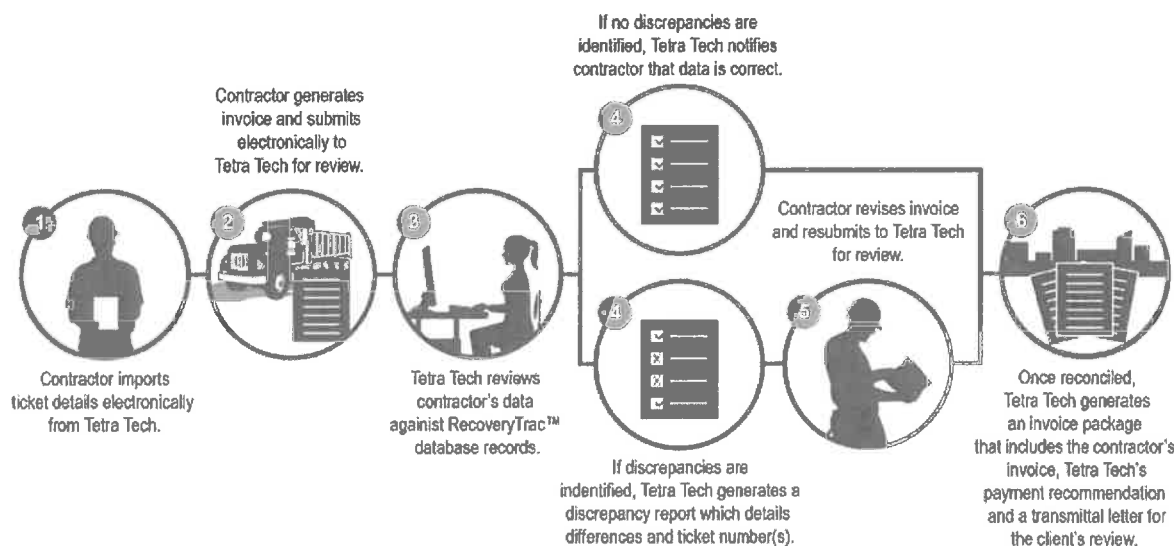
To expedite contractor invoice reconciliation efforts, Tetra Tech requires copies of contracts for all primary debris contractors. After reviewing the necessary contract(s), Tetra Tech sets up the RecoveryTrac™ database to generate transactions applicable to contract terms for tickets issued to each debris contractor.

Next, Tetra Tech meets with each primary debris contractor to review the debris contractor project reports that will be generated automatically via RecoveryTrac™. The debris contractor project reports will provide the debris contractors with sufficient data to reconcile with their subcontractors as well as generate invoices for payment by the client. The debris contractor is given a report login, which enables them to access the data remotely. They may run the report for a specific date or a range of dates.

Tetra Tech conducts several real-time QA/QC checks throughout the day, and a final daily comprehensive data analysis is performed at the close of operations. A final QA/QC check is completed when the debris contractor sends the invoice dataset to Tetra Tech for reconciliation. Incongruences in the debris contractor's data are flagged for review and must be resolved prior to the issuance of a final invoice.

The step-by-step process for contractor invoice reconciliation in a RecoveryTrac™ project is outlined below:

Exhibit E-13: Contractor Invoice Reconciliation Process



MONITOR TRAINING PROGRAM

To properly instruct newly hired employees, Tetra Tech has developed a training program that includes modules specific to the City. These modules are complete with the information required to facilitate accurate field monitoring and ADMS implementation. Qualifying tools included in the training modules assist with the retention of the material and assist Tetra Tech in screening and selecting the most qualified personnel for the monitoring task. Training module topics include truck certification, load site monitor responsibilities, disposal monitor responsibilities, hazardous trees monitor responsibilities, and field supervisor responsibilities. Project Managers,

data managers, and operations managers follow standard operating procedures and protocols established in our concept of operations plan.

Health and Safety

Tetra Tech's employees are the foundation of our business, and protecting them at all work sites is our highest priority. The company subscribes to the philosophy that all occupational incidents can be prevented and that no incident is treated as an acceptable event when we execute our work. To achieve this, the company's health and safety processes are a vital and integral part of our work.

Health and safety addressed in our operations and management systems is supported by strong leadership. Tetra Tech's leaders understand their responsibility and accountability to plan for safety and to ensure that safety measures are implemented. Preventing incidents also relies on a management system that regularly evaluates performance and identifies necessary adjustments to target continual improvement. The principal objectives of our program are codified in our written health and safety policy, which is endorsed and regularly monitored by the highest levels of our management team.

Industry metrics for our 2015 health and safety performance are provided below:

- US Experience Modification Rate (EMR) of 0.77
- 2015 Enterprise-Wide Total Recordable Injury Rate (TRIR) 0.72
- 2015 Enterprise-Wide Lost Workday Incident Rate (LWDIR) 0.14

Tetra Tech is committed to workplace safety. As such, a project-specific health and safety plan will be developed for the scope of work. Field staff assigned to the project will be trained on the health and safety plan. Additionally, Tetra Tech project managers have completed the Occupational Safety and Health Administration Disaster Site Worker course and have their 10-hour Construction Safety Certification. During a debris recovery operation, Tetra Tech project managers and supervisors routinely examine the safety of field and debris staging site operations and have the authority to shut down unsafe operations. Debris staging site monitors are equipped with the appropriate personal protective equipment, which may include hard hats, appropriate footwear, reflective vests, hearing protection, and eye protection. Additionally, Tetra Tech project managers conduct regular "tailgate" safety sessions with their field employees to alert them of potential work hazards and review safe work practices.

SECTION 3 – SCOPE OF SERVICES

PROJECT DESCRIPTION:

The City of Port Orange is seeking proposals for Disaster Debris Monitoring Services and Fixed Site Monitoring Services to assist the City with disaster debris monitoring services.

This solicitation will result in the selection of at least one firm experienced to perform monitoring functions on the removal and lawful disposal of disaster-generated debris (other than household putrescible garbage) from public property and public right-of-ways, on site and at Temporary Debris Staging and Reduction Sites (TDSRS) within the City of Port Orange immediately after a hurricane or other natural disaster.

The objective of this RFP and subsequent contracting activity is to secure the services of an experienced monitoring contractor licensed in the State of Florida capable of efficiently overseeing and monitoring the removal of large volumes of disaster-generated debris from a large metropolitan area in a timely and cost-effective manner and ensuring the disposal of all debris in a lawful manner. The successful Contractor must be capable of assembling, directing, and managing a work force that can complete the debris monitoring operations in a maximum of 120 calendar days. The selected Contractor will meet the accelerated debris removal timeframes outlined by FEMA in the Sandy Recovery Improvement Act. Contractor's personnel must be familiar with debris removal eligibility criteria outlined in FEMA 325 and 327.

ACTIVATION:

When a major disaster occurs or is imminent, the City will contact the Contractor to advise them of the intent to activate the contract. Monitoring Services will generally be limited to monitoring of debris in, upon, or brought to public streets and roads, right-of-ways, municipal properties and facilities, and other public sites. In preparation for an imminent hurricane strike, and/or other natural disaster, monitoring crews may be asked to stage outside the strike area. In this case, the monitoring contractor should be prepared to respond immediately after tropical sustained winds have receded to below 40 mph in Volusia County.

SELECTION AND MOBILIZATION:

The Contractor will be selected based on a point basis that will take into consideration experience, methodology, availability and price. Upon mobilization the Contractor will also begin coordination with the Debris Removal Contractor and Emergency Management personnel.

Electronic notification will allow the Contractor to begin pre-storm preparations and allow the immediate response once the recovery begins. The Contractor shall have a maximum of 24 hours from confirmed delivery of notification by the City to mobilize and begin their response. Notification will be made in writing via email and via fax. Failure to mobilize in the allotted timeframe may result in the selection of another contractor and forfeiture of further consideration and breach of contract.

The Contractor will be responsible for determining the method and manner of Monitoring Services and lawful disposal operations. Disposal of debris will be at the City's or the contractor's approved temporary

debris management sites or landfill sites. The Contractor will be responsible for overseeing the lawful disposal of all debris and reduction by-products generated at all debris management sites.

The Contractor will provide Fixed Site Debris Monitors and Field Debris Monitors and Debris Monitoring Supervision and Management to assist the City with removal services related to hurricanes and/or other natural disaster(s). The services to be provided are contract compliance supervision and inspection. At a minimum, the Contractor will provide people who can perform the following roles: Fixed Site Debris Monitors, Field Debris Monitors, Senior Technician/Field Supervisor/Emergency Operations Manager, Supervising Monitors, Data Manager, and a Cost Recovery Specialist.

FIXED SITE DEBRIS MONITORS:

Contractor shall provide personnel to oversee the inspection of the disposal or unloading sites by providing the monitoring, verification of load capacity, and documentation at designated temporary disposal sites.

Services include:

- (a) Provide disposal site monitors and inspectors personnel;
- (b) Complete record of contract haulers' cubic yardage and other record keeping as may be needed on the provided load ticket;
- (c) Initial each load ticket before permitting truck to proceed from the check-in area to the tipping area;
- (d) Remain in contact with debris management/dispatch center or supervisor;
- (e) Perform other duties as directed by the dispatch/staging operation, debris management project manager, or designated City personnel; and
- (f) Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards; document and record measurements and computations.

FIELD DEBRIS MONITORS:

Contractor shall provide roving on-site, street-level work area inspections of debris cleanup and collection.

Services include:

- (a) Provide loading site (field) monitors to inspect and control debris collection utilizing manifest load tickets;
- (b) Provide field monitor personnel at designated areas to check and verify information on debris removal;

- (c) Shall utilize photographs and GPS coordinates of debris to verify the source and type of debris for reimbursement purposes.
- (d) Monitor truck collection activity;
- (e) Issue manifest load tickets at loading site for each load;
- (f) Check the area for safety considerations such as – downed power lines, children playing in area, traffic control needs are met, and trucks and equipment are being operated safely;
- (g) Ensure Freon containing appliances are sorted and ready for Freon removal on site or separate transport for Freon removal before final disposal;
- (h) Perform a pre-work inspection of areas to check debris piles to identify covered utility meters, transformers, fire hydrants, mail boxes, etc. to help prevent damage caused from loading equipment operations and to look for and document potential debris remedial issues;
- (i) Should, in the process of debris removal, damages occur to utility components, driveways, road surfaces, private property, vehicles, etc. document the damage with photos if possible, collect information about owner, circumstances of the damage (who, what, when, where) and file a report with authorities with jurisdiction;
- (j) Before equipment moves to a new loading area, ensure the work area is clear of debris to the specified level;
- (k) Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards; document and record measurements and computations;
- (l) Properly monitor and record performance and productivity of debris removal crew;
- (m) Remain in constant contact with debris management/dispatch center or supervisor;
- (n) Ensure that loads are properly contained before leaving the loading area;
- (o) Ensure only eligible debris is collected for loading and hauling;
- (p) Ensure only debris from approved public areas is loaded for removal;
- (q) Document photographically trees that are considered hazardous;
- (r) Verify that all trucks leaving the site have been completely emptied; and
- (s) Perform other duties from time to time as directed by the Project Manager or designated City debris management personnel.

REQUIRED STAFF:

SENIOR TECHNICIAN/FIELD SUPERVISOR/EMERGENCY OPERATIONS MANAGER:

Contractor shall provide a FEMA Certified Senior Technician/Field Supervisor/Emergency Operations Manager to oversee debris monitoring activities in the field.

Services include:

- (a) Oversight and supervision of field activity;
- (b) Schedule monitoring resources and deployment timing;
- (c) Communication with City personnel;
- (d) Make suggestions to improve the efficiency of collection and removal of debris;
- (e) Coordinate daily activities and future planning;
- (f) Remain in contact with debris management/dispatch center or supervisor;
- (g) Identify, address, and troubleshoot any questions or problems that could impact work area safety and eligibility;
- (h) Compile operational reports; and
- (i) Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards; document and record measurements and computations.

SUPERVISING MONITORS:

Contractor shall provide FEMA trained supervising monitors to coordinate actions of fixed site and field debris monitors.

Services include:

- (a) Verification of debris eligibility, including photographic documentation of hazardous trees (leaners and hangers);
- (b) Coordination of daily operations with Debris Management Contractors;
- (c) Review damage reports;
- (d) Resolve complaints; and
- (e) Compile all necessary reports.

DATA MANAGER:

Contractor shall provide a FEMA trained data manager to oversee the processing of load ticket information, including QA/QC aspects that ensure documentation is maintained in accordance with all federal, state and local requirements. This may involve use of electronic monitoring equipment or other approached as approved by the City. The electronic Ticket Manager would oversee such data functions.

COST RECOVERY SPECIALIST:

Contractor shall provide a FEMA trained cost recovery specialist to work hand-in-hand with City personnel, or their designee, to develop project worksheets for all Category A expenses and documentation.

GENERAL SERVICES TO BE PROVIDED BY THE MONITORING CONTRACTOR:

(a) Pre-event

The pre-event services performed by the Contractor may include:

1. Debris Management Plan and Standard Operating Procedures updates;
2. Inter-agency cooperative exercises and training;
3. FEMA/FHWA guidance and policy;
4. Review Temporary Debris Staging and Reduction Sites (TDSRS); and
5. Debris management contractor bid preparation and review.

(b) Post-event

The listed services performed by the Contractor must include:

1. Contract administration;
2. Debris estimates;
3. Perform oversight for road clearance and debris loading by debris management contractors;
4. Provide TDMS monitoring at various locations, including sites that handle materials from multiple contractors and or monitoring firms;
5. Environmental assessment of TDMS;
6. Truck certification;
7. Temporary debris staging and reduction sites(TDSRS) monitoring accommodating multiple municipalities/agencies;
8. Quality assurance and quality control of all documentation pertaining to debris management monitoring;
9. Safety procedures are outlined and followed;
10. Assist the City in responding to public inquiries;
11. Provide technical advice to the City;
12. Be available to address questions from FEMA and FHWA both during and after services have been performed;

13. Provide assistance with FEMA Category A expense worksheets and other submittals, audits, appeals and associated processes, as needed, until final file closeout regarding each individual disaster event; and
14. Review and validate Debris Management Contractor(s) invoices prior to submission to the City for processing.

DELIVERABLES:

At a minimum, the following deliverables must be provided to the City at the completion of the event response effort. However, deliverables shall in no way be limited to the following list. At its sole discretion, the City may add and/or delete deliverables to meet the needs of the City, State, or FEMA. All deliverables will be submitted both electronically, in a format specified by the Contract Administrator and by hard copy on paper. The minimum deliverables to be provided include:

- (a) A log of damages reported, damage corrections and releases for work by either the property owner of the City;
- (b) Original load tickets, boxed, bound by date and sorted by ticket number;
- (c) Electronic ticket logs including information from ticket;
- (d) Daily logs with list of all personnel with signatures and initials;
- (e) Provide City with Flashdrive(s), CD(s) or Binder(s) with damage reports, completed repairs, and releases (if applicable);
- (f) Provide City with Flashdrive(s), CD(s) or Binders with issues and final resolution;
- (g) Map books boxed by pass with daily logs;
- (h) List of tickets issued by monitors, and list of lost/voided tickets;
- (i) Each Ineligible debris pile will be tagged, in a format approved by the City, and a list compiled and submitted to the City;
- (j) Operational Reports shall be prepared by the Contractor and submitted to the City throughout the duration of the recovery operations. The reports shall document the Debris Management Contractor's activities and progress from the previous day and shall be submitted no later than 4 hours after the end of an operational period to the Contract Administrator or designee. Each report shall contain the following minimum information:
 1. Review and accurately completed load tickets verifying that they are consistent with all reporting documents;
 2. The times of operation of all debris loading trucks;
 3. Reports, maps and graphs to delineate production rates of crews and their equipment, progress by area and estimations of total quantities remaining, time to completion and daily cumulative cubic yards of debris removed, processed and hauled.

- (k) A Final Report prepared by the Contractor and submitted to the Contract Administrator within thirty (30) days of completion of the recovery operations. (Recovery Operations include closure and remediation of TDSRS and conclusions of all related operations.) At a minimum, this report will include a discussion of disaster response requirements and results and recommendations for future disaster responses.

FEMA SUPERCIRCULAR 2CFR CHAPTER II, PART 200 et.-al.:

Compliance with FEMA SuperCircular “2CFR Chapter 2, Part 200 et.-al.” is required. Links to the FEMS SuperCircular are below.

www.gpo.gov/fdsys/pkg/FR-2013-12-26/pdf/2013-30465.pdf

http://www.ecfr.gov/cgi-bin/text-idx?SID=3a51bbc734fa96db2a531dc464b71b90&mc=true&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

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TASK AUTHORIZATION NO. ____
Standard Contract for Services dated _____
Between the City of Port Orange, Florida and Tetra Tech, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **TETRA TECH, INC.**, a Delaware corporation with its principal place of business at 3475 East Foothill Boulevard, Pasadena, California 91107 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Standard Contract for Services dated _____, 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 Disaster Debris Monitoring Services as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "A."
3. Contractor shall complete the services to be provided herein within _____ 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 "____" 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. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as Task Authorization Exhibit "B," and acceptable to the 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. ____.
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:

TETRA TECH, INC.

Printed Name: _____ By: _____
Name/Title

Printed Name: _____ Date: _____

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____ By: _____
Allen Green, Mayor

Printed Name: _____ Date: _____

Witnesses:

ATTEST:

Printed Name: _____ By: _____
Robin L. Fenwick, CMC, City Clerk

Printed Name: _____ Date: _____

[CA 5447]

Exhibit “3”

Payment and Performance Bond

(Exhibit “3” includes a total of 3 pages)

RETURN RECORDED DOCUMENT TO:

City Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

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

PAYMENT AND PERFORMANCE BOND

(Public Works)

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

BOND NO. _____

PRINCIPAL:

Developer or Contractor: Tetra Tech, Inc.
Principal Business Address: 3475 East Foothill Boulevard
Pasadena, California 91107

Contact Person: _____
Phone Number: (321) 441-8518

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: \$0.00

City Case/RFP No. 16-20 Disaster Debris Monitoring Services

Description of Work: Disaster Debris Monitoring Services

Project Location: Various Locations in the City of Port Orange, Volusia County, Florida
Port Orange, Volusia County, Florida

Legal Description: Various Locations in 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.

RETURN RECORDED DOCUMENT TO:

City Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

Disaster Debris Monitoring Services

Name of Project

City Case/RFP No. 16-20 Disaster Debris Monitoring Services

Bond No. _____

Space Reserved for Recording Data

**COMBINATION PAYMENT AND PERFORMANCE BOND
FOR**

PUBLIC CONSTRUCTION

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

BY THIS BOND, We, **Tetra Tech, Inc.**, as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of _____ **AND 00/100 DOLLARS (\$0.00)**, 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 Agreement for Services, having an effective date of _____, 2016, entered into by and between the Principal and the City, for Disaster Debris Monitoring 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 in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 2016.

Attest:

TETRA TECH, INC.
(Principal)

(As to Corporate Principal) Secretary

By: _____
Name/Title

(Corporate Seal)

(Witness to Principal)

(Surety)

(Witness to Surety)

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

(Corporate Seal)

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

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

CITY OF PORT ORANGE, FLORIDA

REQUEST FOR PROPOSALS

DISASTER DEBRIS MONITORING SERVICES

RFP #16-20



City of Port Orange Purchasing Division
Diana M. Fye, CPPB, FCPA, Purchasing Manager

Release Date: April 22, 2016
Last Day for Questions: May 6, 2016 at 5:00 p.m.

Proposal Due Date and Time: May 20, 2016 at 2:30 p.m.

City of Port Orange, Florida
1000 City Center Circle
Port Orange, FL 32129
(386) 506-5718

purchdiv@port-orange.org

www.port-orange.org



Legal Notice to Proposers

RFP #16-20 Disaster Debris Monitoring Services

Notice is hereby given that the City of Port Orange is soliciting proposals for Disaster Debris Monitoring 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 May 20, 2016** 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 required forms in order to deem the proposer as responsive or non-responsive. Proposals will be opened and read aloud at 2:30 P.M. in Council Chambers.

There will be a **Non-Mandatory Pre-Proposal Meeting** for the project at **1:00 p.m.** (local time) on **April 29, 2016** at City Hall, Council Chambers (1st floor) 1000 City Center Circle, Port Orange, Florida 32129. The representative of each proposer shall be an authorized employee of the proposer and shall sign in accordingly.

DESCRIPTION: The City of Port Orange is seeking proposals for Disaster Debris Monitoring Services and Fixed Site Monitoring Services to assist the City with disaster debris monitoring services.

This solicitation will result in the selection of at least one firm experienced to perform monitoring functions on the removal and lawful disposal of disaster-generated debris (other than household putrescible garbage) from public property and public right-of-ways, on site and at Temporary Debris Staging and Reduction Sites (TDSRS) within the City of Port Orange immediately after a hurricane or other natural disaster.

The objective of this RFP and subsequent contracting activity is to secure the services of an experienced monitoring contractor who is capable of efficiently overseeing and monitoring the removal of large volumes of disaster-generated debris from a large metropolitan area in a timely and cost-effective manner and ensuring the disposal of all debris in a lawful manner. The successful Contractor must be capable of assembling, directing, and managing a work force that can complete the debris monitoring operations in a maximum of 120 calendar days. The selected Contractor will meet the accelerated debris removal timeframes outlined by FEMA in the Sandy Recovery Improvement Act. Contractor's personnel must be familiar with debris removal eligibility criteria outlined in FEMA 325 and 327.

All proposals are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-256, and all proposals 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 32129, and at www.municode.com. Local vendors may be given a local preference pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-275.

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 Onvia (DemandStar) via their website at www.demandstar.com. All questions shall be directed **in writing** to the Purchasing Manager, Diana M. Fye, CPPB, FCPA, purchdiv@port-orange.org and reference "Questions on RFP #16-20

Disaster Debris Monitoring Services” in the subject line. Last day for questions will be **May 6, 2016 at 5:00 PM.**

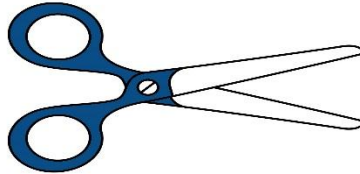
All proposers are required to complete and submit a Public Entity Crime Statement, the Anti-Collusion Statement, and Drug Free Tie Proposal Preference Statement, as well as other documents as required by the solicitation.

No proposals received after the time and date specified for the opening will be considered. The City of Port Orange, Florida reserves the right to reject any and all proposals, to waive any and all non-substantial irregularity in Proposals received, whenever such waiver or rejection is in the best interest of the City.

Proposals shall be **submitted in the City Clerk’s office** with one (1) original, and one (1) digital (CD or flash drive) version, addressed to Diana M. Fye, CPPB, FCPA, Purchasing Manager, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in a **SEALED ENVELOPE/PACKAGE** plainly marked on the outside: **“RFP #16-20 Disaster Debris Monitoring Services”**.

Diana M. Fye, CPPB, FCPA, Purchasing Manager
Legal Ad - One Time – **April 22, 2016**

Cut along the outer border and affix this label to your sealed proposal envelope 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	
SEALED PROPOSAL NO.	RFP #16-20
PROPOSAL TITLE:	Disaster Debris Monitoring Services
DUE DATE/TIME:	May 20, 2016 at 2:30 pm
SUBMITTED BY:	 (Name of Company)
DELIVER TO:	City of Port Orange City Clerk's Office Attn: Diana M. Fye, CPPB, FCPA Purchasing Manager Finance Department 1000 City Center Circle Port Orange, Florida 32129
DATE/TIME RECEIVED:	 (To be stamped by Clerk's Office)

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SECTION 1 – PURPOSE AND OVERVIEW

The purpose for this Request for Proposals (RFP) is to solicit competitive sealed proposals from vendors for the provision of Disaster Debris Monitoring Services as described herein.

It is requested that the selected Contractor provide assistance with the development of the scope of services section for an RFP to select a debris removal contracting firm.

This solicitation will result in the selection of at least one experienced firm to perform monitoring functions on the removal and lawful disposal of disaster-generated debris (other than household putrescible garbage) from public property and public right-of-ways, on site and at Temporary Debris Staging and Reduction Sites (TDSRS) within the City of Port Orange immediately after a hurricane or other disaster.

The objective of the RFP and subsequent contracting activity is to secure the services of an experienced monitoring contractor who is capable of efficiently overseeing and monitoring the removal of large volumes of disaster-generated debris from a large area in a timely and cost-effective manner and ensuring the lawful disposal of all debris. The successful Contractor must be capable of assembling, directing, and managing a work force that can complete the debris monitoring operations in a maximum of 120 days. The selected Contractor will be expected to meet the accelerated debris removal timeframes outlined by FEMA in the Sandy Recovery Improvement Act, whenever possible. Contractor's personnel must be familiar with debris removal eligibility criteria outlined in FEMA 325 and 327.

It is the intent and purpose of the City of Port Orange (City) that this Request for Proposals 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 this RFP to a single source.

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO PROPOSERS

Firms or companies desiring to provide services, as described herein shall submit sealed proposals including one original copy, and one (1) digital (CD or flash drive) version in PDF format, in conformance with the detailed submittal instructions.

Proposals must be delivered in a sealed envelope/package and delivered to the City of Port Orange City Clerk's Office, Attn: Diana M. Fye, CPPB, FCPA, Purchasing Manager, Finance Department, 1000 City Center Circle, Port Orange, Florida 32129 no later than **May 20, 2016 at 2:30 PM (local time)**.

Proposals shall be sealed and Proposers should indicate on the outside of their proposal the following:

- a) Request for Proposal (RFP) Number and Title
- b) Date of Opening
- c) Name of Proposer
- d) Address of Proposer

Due to the timing of mail service, the City cautions Proposers to assure actual delivery of proposals to the City prior to the deadline set for receiving proposals. Carrier and hand deliveries of proposals will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida until **2:30 p.m. (local time), May 20, 2016** or as amended by addendum issued by the City. Proposals received after the established deadline shall not be considered.

Proposers are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid, proposal, statement or quotation is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

Offers by telephone, email or telegram shall not be accepted. Also, proposers are instructed NOT to fax their proposal package. **Faxed proposals shall 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.

The City of Port Orange reserves the right to reject any or all proposals or parts of proposals, if it is in the best interest of the City.

NON-MANDATORY PRE-PROPOSAL MEETING:

There will be a Non-Mandatory Pre-Proposal Meeting for the project at 1:00 p.m. (local time) on April 29, 2016 at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, Florida 32129. All prospective Proposers are strongly encouraged to attend because the Pre-Proposal Meeting will offer potential Proposers the opportunity to ask questions and discuss the project directly with staff.

TIMELINE:

Date of Distribution: April 22, 2016
Non-Mandatory Pre-Proposal Meeting April 29, 2016 at 1:00 p.m.
Deadline for Questions: May 6, 2016 by 5:00 p.m.
Final Addendum Posting: May 13, 2016
Proposals Due: May 20, 2016 by 2:30 p.m.

QUESTIONS REGARDING THIS RFP:

All questions shall reference “Questions on RFP 16-20 Disaster Debris Monitoring Services” in the subject line. All questions concerning this RFP shall be submitted in writing no later than **5:00 p.m. on May 6, 2016** to:

Diana M. Fye, CPPB, FCPA
Purchasing Manager
1000 City Center Circle
Port Orange, FL 32129
purchdiv@port-orange.org

Proposers shall not direct any queries or statements concerning their proposal to the City Council, City staff and/or Evaluation Committee during the selection process, from the time of submission of a proposal until recommendation of award. Any Proposer who initiates any discussions with staff in any manner other than that described below is subject to disqualification from this procurement.

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. Proposers should not rely on any representations, statements or explanations 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 correct number of addenda was received. The Proposer should verify with the designated contact persons prior to submitting a proposal that all addenda have been received. Proposers should acknowledge the correct number of addenda received as part of their proposals. It is the responsibility of the proposer to ensure all addenda have been received prior to submitting a proposal.

Written responses, in the form of an addendum, will be provided via the Demand Star website at: www.demandstar.com

The failure of proposers to submit acknowledgement of any addenda that affects the RFP price(s) is considered a major irregularity and will be cause for rejection of the proposal.

The City of Port Orange reserves the right to consider the omission of an acknowledgement of addendum as cause for rejection of the RFP submittal.

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 of action arising there from.

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 shall be licensed to do business in the State of Florida. Submit Sunbiz report with your company registered as "Active".

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 three (3) verifiable references from similar scopes of work as identified in this RFP on the provided "Professional References" form. Failure to provide references that verify required experience will cause the Proposer to be deemed non-responsive.

MEETING SPECIFICATIONS:

If you are taking exception, indicate those exceptions as stated on 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.

PRICING SHEETS:

Pricing sheets are to be completed as directed and without modification and returned as part of the RFP submittal prior to the RFP deadline for submission. Failure to fill out the price sheets as directed and without modification may negatively affect the evaluation of your proposal.

LITIGATION HISTORY:

The City will consider a Proposer's litigation history information in its review and determination of responsibility. All Proposers are required to disclose to the City all "material" cases filed, pending, or resolved during the last five (5) years prior to the solicitation response due date, whether such cases 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 litigation history is an issue of responsibility, the failure to provide litigation history as required in the Evaluation Criteria may result in a recommendation of non-responsive by the Purchasing Manager.

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 its response, 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 its response, 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 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 request of the Purchasing Manager.

CORRECTION OF PROPOSALS:

Correction of inadvertently erroneous proposals shall be permitted up to the time of RFP opening. Proposers shall not be allowed to modify their proposals after the opening time and date.

WITHDRAWAL OF PROPOSALS:

NO proposal shall be withdrawn for a period of ninety (90) days subsequent to the proposal opening without the consent of the City of Port Orange, Florida. Negligence on the part of the Proposer in preparing the proposal confers no right of withdrawal or modification after the proposal has been opened, at the appointed time and place by the City of Port Orange. Any such withdrawn proposal shall not be resubmitted.

OPENING OF PROPOSALS:

Proposals will be received until the date and time stated in this RFP and will be publicly opened and read at the place, time and date stated. No responsibility will attach the Purchasing Department for the premature opening of a proposal not properly addressed and identified.

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 VENDOR(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 anti—trust law based on the submission of bids or proposals, or the awarding of contracts.
- (e) Evidence that the vendor has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board’s purchasing activity.
- (f) Other reasons deemed appropriate by the City.

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.

OWNERSHIP OF DOCUMENTS:

All documents resulting from this project will become the sole property of the City of Port Orange. The Proposer must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in 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 for 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.

[Remainder of this page left intentionally blank]

SECTION 3 – SCOPE OF SERVICES

PROJECT DESCRIPTION:

The City of Port Orange is seeking proposals for Disaster Debris Monitoring Services and Fixed Site Monitoring Services to assist the City with disaster debris monitoring services.

This solicitation will result in the selection of at least one firm experienced to perform monitoring functions on the removal and lawful disposal of disaster-generated debris (other than household putrescible garbage) from public property and public right-of-ways, on site and at Temporary Debris Staging and Reduction Sites (TDSRS) within the City of Port Orange immediately after a hurricane or other natural disaster.

The objective of this RFP and subsequent contracting activity is to secure the services of an experienced monitoring contractor licensed in the State of Florida capable of efficiently overseeing and monitoring the removal of large volumes of disaster-generated debris from a large metropolitan area in a timely and cost-effective manner and ensuring the disposal of all debris in a lawful manner. The successful Contractor must be capable of assembling, directing, and managing a work force that can complete the debris monitoring operations in a maximum of 120 calendar days. The selected Contractor will meet the accelerated debris removal timeframes outlined by FEMA in the Sandy Recovery Improvement Act. Contractor's personnel must be familiar with debris removal eligibility criteria outlined in FEMA 325 and 327.

ACTIVATION:

When a major disaster occurs or is imminent, the City will contact the Contractor to advise them of the intent to activate the contract. Monitoring Services will generally be limited to monitoring of debris in, upon, or brought to public streets and roads, right-of-ways, municipal properties and facilities, and other public sites. In preparation for an imminent hurricane strike, and/or other natural disaster, monitoring crews may be asked to stage outside the strike area. In this case, the monitoring contractor should be prepared to respond immediately after tropical sustained winds have receded to below 40 mph in Volusia County.

SELECTION AND MOBILIZATION:

The Contractor will be selected based on a point basis that will take into consideration experience, methodology, availability and price. Upon mobilization the Contractor will also begin coordination with the Debris Removal Contractor and Emergency Management personnel.

Electronic notification will allow the Contractor to begin pre-storm preparations and allow the immediate response once the recovery begins. The Contractor shall have a maximum of 24 hours from confirmed delivery of notification by the City to mobilize and begin their response. Notification will be made in writing via email and via fax. Failure to mobilize in the allotted timeframe may result in the selection of another contractor and forfeiture of further consideration and breach of contract.

The Contractor will be responsible for determining the method and manner of Monitoring Services and lawful disposal operations. Disposal of debris will be at the City's or the contractor's approved temporary

debris management sites or landfill sites. The Contractor will be responsible for overseeing the lawful disposal of all debris and reduction by-products generated at all debris management sites.

The Contractor will provide Fixed Site Debris Monitors and Field Debris Monitors and Debris Monitoring Supervision and Management to assist the City with removal services related to hurricanes and/or other natural disaster(s). The services to be provided are contract compliance supervision and inspection. At a minimum, the Contractor will provide people who can perform the following roles: Fixed Site Debris Monitors, Field Debris Monitors, Senior Technician/Field Supervisor/Emergency Operations Manager, Supervising Monitors, Data Manager, and a Cost Recovery Specialist.

FIXED SITE DEBRIS MONITORS:

Contractor shall provide personnel to oversee the inspection of the disposal or unloading sites by providing the monitoring, verification of load capacity, and documentation at designated temporary disposal sites.

Services include:

- (a) Provide disposal site monitors and inspectors personnel;
- (b) Complete record of contract haulers' cubic yardage and other record keeping as may be needed on the provided load ticket;
- (c) Initial each load ticket before permitting truck to proceed from the check-in area to the tipping area;
- (d) Remain in contact with debris management/dispatch center or supervisor;
- (e) Perform other duties as directed by the dispatch/staging operation, debris management project manager, or designated City personnel; and
- (f) Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards; document and record measurements and computations.

FIELD DEBRIS MONITORS:

Contractor shall provide roving on-site, street-level work area inspections of debris cleanup and collection.

Services include:

- (a) Provide loading site (field) monitors to inspect and control debris collection utilizing manifest load tickets;
- (b) Provide field monitor personnel at designated areas to check and verify information on debris removal;

- (c) Shall utilize photographs and GPS coordinates of debris to verify the source and type of debris for reimbursement purposes.
- (d) Monitor truck collection activity;
- (e) Issue manifest load tickets at loading site for each load;
- (f) Check the area for safety considerations such as – downed power lines, children playing in area, traffic control needs are met, and trucks and equipment are being operated safely;
- (g) Ensure Freon containing appliances are sorted and ready for Freon removal on site or separate transport for Freon removal before final disposal;
- (h) Perform a pre-work inspection of areas to check debris piles to identify covered utility meters, transformers, fire hydrants, mail boxes, etc. to help prevent damage caused from loading equipment operations and to look for and document potential debris remedial issues;
- (i) Should, in the process of debris removal, damages occur to utility components, driveways, road surfaces, private property, vehicles, etc. document the damage with photos if possible, collect information about owner, circumstances of the damage (who, what, when, where) and file a report with authorities with jurisdiction;
- (j) Before equipment moves to a new loading area, ensure the work area is clear of debris to the specified level;
- (k) Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards; document and record measurements and computations;
- (l) Properly monitor and record performance and productivity of debris removal crew;
- (m) Remain in constant contact with debris management/dispatch center or supervisor;
- (n) Ensure that loads are properly contained before leaving the loading area;
- (o) Ensure only eligible debris is collected for loading and hauling;
- (p) Ensure only debris from approved public areas is loaded for removal;
- (q) Document photographically trees that are considered hazardous;
- (r) Verify that all trucks leaving the site have been completely emptied; and
- (s) Perform other duties from time to time as directed by the Project Manager or designated City debris management personnel.

REQUIRED STAFF:

S E N I O R TECHNICIAN/FIELD SUPERVISOR/EMERGENCY OPERATIONS MANAGER:

Contractor shall provide a FEMA Certified Senior Technician/Field Supervisor/Emergency Operations Manager to oversee debris monitoring activities in the field.

Services include:

- (a) Oversight and supervision of field activity;
- (b) Schedule monitoring resources and deployment timing;
- (c) Communication with City personnel;
- (d) Make suggestions to improve the efficiency of collection and removal of debris;
- (e) Coordinate daily activities and future planning;
- (f) Remain in contact with debris management/dispatch center or supervisor;
- (g) Identify, address, and troubleshoot any questions or problems that could impact work area safety and eligibility;
- (h) Compile operational reports; and
- (i) Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards; document and record measurements and computations.

SUPERVISING MONITORS:

Contractor shall provide FEMA trained supervising monitors to coordinate actions of fixed site and field debris monitors.

Services include:

- (a) Verification of debris eligibility, including photographic documentation of hazardous trees (leaners and hangers);
- (b) Coordination of daily operations with Debris Management Contractors;
- (c) Review damage reports;
- (d) Resolve complaints; and
- (e) Compile all necessary reports.

DATA MANAGER:

Contractor shall provide a FEMA trained data manager to oversee the processing of load ticket information, including QA/QC aspects that ensure documentation is maintained in accordance with all federal, state and local requirements. This may involve use of electronic monitoring equipment or other approached as approved by the City. The electronic Ticket Manager would oversee such data functions.

COST RECOVERY SPECIALIST:

Contractor shall provide a FEMA trained cost recovery specialist to work hand-in-hand with City personnel, or their designee, to develop project worksheets for all Category A expenses and documentation.

GENERAL SERVICES TO BE PROVIDED BY THE MONITORING CONTRACTOR:**(a) Pre-event**

The pre-event services performed by the Contractor may include:

1. Debris Management Plan and Standard Operating Procedures updates;
2. Inter-agency cooperative exercises and training;
3. FEMA/FHWA guidance and policy;
4. Review Temporary Debris Staging and Reduction Sites (TDSRS); and
5. Debris management contractor bid preparation and review.

(b) Post-event

The listed services performed by the Contractor must include:

1. Contract administration;
2. Debris estimates;
3. Perform oversight for road clearance and debris loading by debris management contractors;
4. Provide TDMS monitoring at various locations, including sites that handle materials from multiple contractors and or monitoring firms;
5. Environmental assessment of TDMS;
6. Truck certification;
7. Temporary debris staging and reduction sites(TDSRS) monitoring accommodating multiple municipalities/agencies;
8. Quality assurance and quality control of all documentation pertaining to debris management monitoring;
9. Safety procedures are outlined and followed;
10. Assist the City in responding to public inquiries;
11. Provide technical advice to the City;
12. Be available to address questions from FEMA and FHWA both during and after services have been performed;

13. Provide assistance with FEMA Category A expense worksheets and other submittals, audits, appeals and associated processes, as needed, until final file closeout regarding each individual disaster event; and
14. Review and validate Debris Management Contractor(s) invoices prior to submission to the City for processing.

DELIVERABLES:

At a minimum, the following deliverables must be provided to the City at the completion of the event response effort. However, deliverables shall in no way be limited to the following list. At its sole discretion, the City may add and/or delete deliverables to meet the needs of the City, State, or FEMA. All deliverables will be submitted both electronically, in a format specified by the Contract Administrator and by hard copy on paper. The minimum deliverables to be provided include:

- (a) A log of damages reported, damage corrections and releases for work by either the property owner of the City;
- (b) Original load tickets, boxed, bound by date and sorted by ticket number;
- (c) Electronic ticket logs including information from ticket;
- (d) Daily logs with list of all personnel with signatures and initials;
- (e) Provide City with Flashdrive(s), CD(s) or Binder(s) with damage reports, completed repairs, and releases (if applicable);
- (f) Provide City with Flashdrive(s), CD(s) or Binders with issues and final resolution;
- (g) Map books boxed by pass with daily logs;
- (h) List of tickets issued by monitors, and list of lost/voided tickets;
- (i) Each Ineligible debris pile will be tagged, in a format approved by the City, and a list compiled and submitted to the City;
- (j) Operational Reports shall be prepared by the Contractor and submitted to the City throughout the duration of the recovery operations. The reports shall document the Debris Management Contractor's activities and progress from the previous day and shall be submitted no later than 4 hours after the end of an operational period to the Contract Administrator or designee. Each report shall contain the following minimum information:
 1. Review and accurately completed load tickets verifying that they are consistent with all reporting documents;
 2. The times of operation of all debris loading trucks;
 3. Reports, maps and graphs to delineate production rates of crews and their equipment, progress by area and estimations of total quantities remaining, time to completion and daily cumulative cubic yards of debris removed, processed and hauled.

- (k) A Final Report prepared by the Contractor and submitted to the Contract Administrator within thirty (30) days of completion of the recovery operations. (Recovery Operations include closure and remediation of TDSRS and conclusions of all related operations.) At a minimum, this report will include a discussion of disaster response requirements and results and recommendations for future disaster responses.

FEMA SUPERCIRCULAR 2CFR CHAPTER II, PART 200 et.-al.:

Compliance with FEMA SuperCircular “2CFR Chapter 2, Part 200 et.-al.” is required. Links to the FEMS SuperCircular are below.

www.gpo.gov/fdsys/pkg/FR-2013-12-26/pdf/2013-30465.pdf

http://www.ecfr.gov/cgi-bin/text-idx?SID=3a51bbc734fa96db2a531dc464b71b90&mc=true&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

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SECTION 4 – STANDARD PURCHASE DEFINITIONS

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

1. Addendum means a written instrument issued by the Contract Awarding Authority that modifies or clarifies the Solicitation prior to the Due Date. "Addenda" is the plural form of the word.
2. Alternate Bid means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.
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. Bid is a complete, properly signed response to an Invitation to Bid, which if accepted, would bind the Bidder to perform the resultant Contract.
5. 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.
6. Bid Guaranty (Bid Bond) guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) 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
7. City means the City of Port Orange.
8. Competitive Negotiation means a method for acquiring goods, services, and construction for public use in which discussions or negotiations may be conducted with responsible offerors who submit Responses through a Request for Proposals, Request for Statements of Qualifications, or Invitation to Negotiate.
9. Construction means the process of building, repairing, improving, and alterations, conversion or extension of building, parks, utilities, streets or other improvements or alterations to real property.
10. Contractor means the person, firm or entity selling goods or services to the City under a Contract.
11. Deliverables means the goods, products, materials, and/or services to be provided to the City by a Bidder.
12. Due Date means the date and time specified for receipt of Responses to a Solicitation.
13. Goods are supplies, materials, or equipment.
14. Invitation to Bid (ITB) or Bid means a formal request to prospective vendors requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper.
15. Invitation to Negotiate (ITN) means a formal request to prospective vendors requesting proposed specifications and pricing of a product and/or service which has been advertised for replies in a newspaper.
16. Lowest Responsible Bid means the responsive Bid meeting all requirements of the specifications, terms, and conditions of the Invitation to Bid resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of the Bidder to perform the Contract, past performance of the Bidder, and compliance with all City ordinances concerning the purchasing process.
17. Lowest Responsible Bidder means the Bidder submitting Lowest Responsible Bid.
18. Non-Professional Services are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.

19. 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 Statement of Qualifications, or a Reply submitted in response to an Invitation to Negotiate.

20. Pre-Bid/Proposal/Statement Meeting means a meeting conducted by the Purchasing Office, held in order to allow Bidders/Proposers to ask questions about the proposed Contract and particularly the Contract specifications with the City department requesting the goods/services.

21. 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.

22. 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.

23. 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 Bidder, becomes a contract. The Purchase Order is the Bidder's authority to deliver and invoice the City for

Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed upon price.

24. Request for Proposal (RFP) means a formal request to prospective vendors requesting qualifications of the vendor and pricing for a specified Good or Service which has been advertised for Proposal in a newspaper.

25. Request for Statement of Qualifications (RFSQ) means a formal request to prospective vendors requesting statements of qualifications pursuant to Florida Statute 287.055 "Consultant's Competitive Negotiation Act" which has been advertised for Statement in a newspaper.

26. Response/Submission means submission of a Bid, Proposal, Reply, or Quote to a formal Solicitation.

27. Services include all work or labor performed for the City on an independent contractor basis other than construction.

28. Solicitation means a formal request, as applicable, for prospective vendors to submit responses to an Invitation to Bid, Request for Proposal, Request for Qualifications, Invitation to Negotiate, or a Request for Quotation.

29. Subcontractor means a person, firm or entity providing goods or services to a Bidder/Proposer to be used in the performance of the Bidder's/Proposer's obligations under the Contract.

30. Unbalanced Bid means a Bid that is based on prices which are significantly less than cost for some bid items and significantly more than cost for others.

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 advertised Solicitations; however, these may be superseded, in whole or in 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. ACCEPTANCE BY CITY

The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services. The material delivered as a result of this solicitation shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.

2. ADDENDA

When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Bidders/Proposers should acknowledge all addenda by circling the quantity of addenda received on the

"Bidder/Proposer Acknowledgment Form" and include it in the returned Response package. Failure to acknowledge the correct number of addenda issued may result in rejection of the Response. It is the responsibility of the Bidder/Proposer to ensure all addenda have been received prior to submitting a bid. All Addenda shall be posted by the CITY on www.demandstar.com.

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.

3. ANTI-COLLUSION STATEMENT

By submitting this Response to a Formal Solicitation, the Bidder/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, Bidder/Proposer agrees to abide by all conditions of this Solicitation and certifies that they are authorized to sign this Response for the Bidder/Proposer. In submitting a Response to the City of Port Orange, the Bidder/Proposer offers and agrees that if the Response is accepted, the Bidder/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 Bidder/Proposer.

4. APPLICABLE LAWS

In connection with the furnishing of supplies or performance of work under the Contract, the Bidder/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.

5. ASSIGNMENT

The successful Bidder/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 Bidder/Proposer from all contractual obligations.

6. CONTRACT

Any acquisition above the \$25,000 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.

7. SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES

Unless otherwise specified, Bidders/Proposers 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 Bidder's/Proposer's authorized representative. Responses containing erasures or corrections must be initialed by the Bidder/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: Diana M. Fye, CPPB, FCPA, Purchasing Manager, Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center, 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 as 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. All Responses deemed non-responsive will be returned to the Bidder/Proposer and will not be opened.

Bids (Envelope/Package) shall contain one (1) original and one (1) digital (Cd or flash drive) 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 bid project name, bid number and name of the bidder/proposer.

8. BID RETURNS

Bidder/Proposers shall return all completed Responses to the City of Port Orange at the address set forth in paragraph 7 above on the date and at the time specified. Late submissions will not be accepted and shall be returned to Bidder/Proposers unopened.

9. BID 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 period 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 this City has established is as follows:

(a.) As soon as possible after receipt, the Purchasing Manager shall provide written bid 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 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.

10. BID/PROPOSAL TABULATION

Bidders/Proposers who wish to receive a copy of the bid/proposal tabulation may obtain it via www.demandstar.com or by contacting the City of Port Orange, Purchasing Manager at purchdiv@port-orange.org.

11. BONDS

If this Solicitation requires submission of bid guarantee and performance bonds, there will be a separate page explaining those requirements. Responses submitted without the required bid bond or certified check shall be deemed non-responsive. When the Purchasing Manager deems it necessary, bid bonds/deposits shall

be prescribed and are advertised in the public notices inviting bids. 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. Upon award, the successful Bidder/Proposer may also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond which will be recorded by the City, at the Bidder's/Proposer's sole cost and expense, with the Clerk of the Circuit Court, Volusia County, Florida, and to enter into a written contract with the City of Port Orange. 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. Payment and Performance Bonds shall also be recorded at the Bidder's/Proposer's expense in the Office of the Clerk of the Circuit Court, Volusia County, Florida. All bonds no matter which kind, are advertised in the Solicitation which appears in the newspaper. Unsuccessful Bidders/Proposers are entitled to the return of their surety where the Purchasing Manager has required such. A successful Bidder/Proposer shall forfeit any surety required by the Purchasing Manager upon failure on the part of the Bidder/Proposer to enter into a contract within the time specified after the award of bid.

12. 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 orders shall be made in writing by the City of Port Orange Purchasing Division.

13. CONDUCT OF BIDDERS/PROPOSERS

All Bidders/Proposers or individuals acting on behalf of Bidders/Proposers 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 Bidder/Proposer. All Bidders/Proposers or individuals acting on behalf of Bidders/Proposers 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 Bidder/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.

14. CONFLICT OF INTEREST

For purposes of determining any possible conflict of interest, all Bidders/Proposers must disclose if any City of Port Orange employee is also an owner, corporate officer, or employee of Bidder's/Proposer's 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.

15. CONFLICT OF INSTRUCTIONS

If a conflict exists between the General Terms and Conditions and instructions contained herein, and the Special Terms and Conditions and instructions contained herein, the Special Terms and Conditions shall govern.

16. 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 Bidder/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.

17. CONTRACT RENEWALS

Renewals may be made ONLY by written agreement between the City of Port Orange and the

Bidder/Proposer. Any price escalations are limited to those stated by the Bidder/Proposer on the original Response.

18. 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. 5-6-1997; Ord. No. 2004-15, § 4, 7-20-2004)

19. COPYRIGHT AND PATENT RIGHTS

Bidder/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 Bidder/Proposer agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

20. COST INCURRED BY BIDDER/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 Bidder/Proposer. No payment shall be made for any response received, nor for any other effort required of or made by the Bidder/Proposer prior to commencement of work as defined by the contract approved by the City Council.

21. DEFAULT PROVISIONS

In the event of default by the Bidder/Proposer, the City reserves the right to procure the item(s) bid from other sources and hold the Bidder/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 Bidder/Proposer for a period of 36 months from the date of default.

22.DELIVERY OF GOODS/SERVICES

(a.) All materials are to be delivered F.O.B.; City of Port Orange designated facility.

(b.) Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of bid. Unless otherwise specified, delivery at the earliest date is required. The Bidder/Proposer shall clearly state in the bid the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required," "as soon as possible" or "prompt" may result in disqualification of the bid. Delivery time will be a factor for any orders placed as a result of this bid. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default.

(c.) Upon approval of a contract, the vendor is obligated to deliver the goods to the destination specified in the Solicitation or the Purchase Order and bears the risk of loss until delivery. If this Solicitation or Purchase Order does not contain delivery instructions, Bidder/Proposer shall request instructions in writing from the Purchasing Manager. If the delivery instructions contained in the Solicitation allocate delivery costs and risks in a manner contrary to this section, the provisions of this Invitation to Bids shall prevail.

(d.) When delivery is not met as provided for in the contract, the Purchasing Division reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the vendor to meet the contract delivery dates will be cause for removal of the vendor from the City's list of eligible Bidders/Proposers as determined by the Purchasing Division.

23.DETERMINATION OF LOWEST AND BEST RESPONSIBLE BIDDER /PROPOSER

In determining the lowest and best responsible Bidder/Proposer, in addition to price, there will be considered the following:

(a.) The ability, capacity and skill of the Bidder/Proposer to perform the contract.

(b.) Whether the Bidder/Proposer can perform the contract within the time specified, without delay or interference.

(c.) The character, integrity, reputation, judgment, experience, and efficiency of the Bidder/Proposer.

(d.) The quality of performance of previous contracts.

(e.) The previous and existing compliance by the Bidder/Proposer with laws and ordinances relating to the contract.

(f.) The sufficiency of the financial resources and ability of the Bidder/Proposer to perform the contract or provide the service.

(g.) The quality, availability and adaptability of the supplies or contractual services to the particular use required.

(h.) The ability of the Bidder/Proposer to provide further maintenance and service for the use of the subject of the contract.

(i.) The number and scope of conditions attached to the bid.

(j.) Such other factors as appear to the city council to be pertinent to the bid or the contract under all of the circumstances involved.

24.DISCLOSURE OF CONFLICTS

The award is subject to the provisions of Chapter 112.313, Florida Statutes. All Bidders/Proposers must disclose with their Response the name of any officer, director, or agent who is also an employee of the City. Further, all Bidders/Proposers must disclose the name of any employee who owns, directly or indirectly, an interest in the Bidder's/Proposer's firm or any of its branches. The Bidder/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 Bidder/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 Bidder/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. DISQUALIFICATION OF BIDDER/PROPOSER

The Purchasing Manager shall maintain a current listing of qualified Bidders. The Purchasing Manager may, from time to time, remove any vendor's name from the list of qualified Bidders. Normally the removal of a vendor from the vendor list is done after non response from that vendor for three (3) consecutive Solicitations. Such action may also arise out of breach of contract, default, or irregular business practice, based on the Finance Director and City Attorney's recommendation. Any or all Responses may be rejected if the City believes that collusion exists among the Bidders/Proposers. Responses in which the prices are obviously unbalanced may be rejected. If multiple Responses are submitted by a Bidder/Proposer and after the Responses are opened one of the Responses is withdrawn, the result will be that all of the Responses submitted by that Bidder/Proposer will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple Responses for different products or services.

26. EVALUATION

Evaluation shall be used as a determinant as to which Response items or services are the most efficient and/or most economical for the City. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All Responses are subject to tabulation by the City of Port Orange Purchasing Division and recommendation to the governing body. Compliance with all Solicitation requirements, delivery and needs of the using department are considerations in evaluating Responses. Pricing is NOT the only criteria for making a recommendation. The City of Port Orange Purchasing Division reserves the right to contact any Bidder/Proposer, at any time, to clarify, verify or request information with regard to any Response.

27. EVALUATING RFPs/RFSQs/ITNs

The evaluation process is formally conducted by a committee appointed by the Purchasing Manager or requesting department as required by general law. The Purchasing Manager leads and oversees the entire process. The evaluation is based upon specific criteria outlined in the Solicitation. The user department shall assign a weight to each of the evaluation criteria by its relative importance, with the total weights equaling 100. Each committee member establishes a summary of total scores for all the vendors. The summary of total scores is used to rank the vendors. Based upon the scores/ranking of the committee members, consensually a short list is obtained. In this Solicitation process this short list will consist of no less than three vendors (unless less than three were received). This committee falls under the Florida Sunshine Law and therefore cannot speak with one another concerning the Solicitation unless in a public committee meeting. These meetings also shall be announced publicly in a designated area and meetings are recorded. In the case of the Solicitation, one member of the Evaluation Committee may consist of one (1) member from the City Council; and at least one (1) member from the user department, except as otherwise required by general law. The Evaluation Committee, through the Purchasing Division, schedules oral presentations from the firms that were short-listed. At the oral presentation, the short listed firms present an overview of their company and their approach to the scope of work outlined. Upon conclusion of the oral presentations, with the same criteria and procedures used to evaluate the written Responses, the committee members then evaluate those three firms again to determine a second ranking. Then, by consensus a final ranking is determined. That final ranking is then presented to the City Council by the using department head requesting approval to negotiate with the individual/firm ranked as number one. A contract is completed pursuant to the negotiations with this individual and/or firm. If a successful contract cannot be obtained with the number one ranked firm, the negotiations then move to the team ranked as number two, never to return to the number one again.

28. EXCEPTIONS TO SPECIFICATIONS

For purposes of evaluation, Bidder/Proposer must indicate any exception to the specifications, terms,

and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the Bidder/Proposer that are required to be signed by the City. If exceptions are not stated by the Bidder/Proposer, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions are to be listed by the Bidder/Proposer on an attachment included with the bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

29.FACILITIES

The City reserves the right to inspect the Bidder's/Proposer's facilities at any time.

30.FAILURE TO RESPOND

If the vendor elects not to bid, please return the enclosed "Bidder Acknowledgement Form" by the bid due date, and state the reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Bid", three (3) times, shall result in the vendor's name being removed from the City's mailing list.

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

Bidder/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 \$10,000.00 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 vendor/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

Bidder/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 Bidder/Proposer uses, discloses or has access to protected health information as defined by HIPAA.

35.IDENTICAL TIE BIDS

In accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with Drug-Free Workplace Programs. Whenever two or more Responses that are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a Response received from a business that certifies that it has implemented a Drug-Free Workplace Program shall be given preference in the award process.

36. 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.

37. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor 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 vendor under this contract and that the successful vendor has no authority to bind the City.

The Bidder/Proposer represents itself to be an independent contractor offering such services to the general public and shall not represent himself or his employees to be an employee of the City. Therefore, the Bidder/Proposer shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers 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 Bidder/Proposer shall further understand that the City cannot save and hold harmless and or indemnify the Bidder/Proposer and/or the Bidder's/Proposer's employees against any liability incurred or arising as a result of any activity of the Bidder/Proposer or any activity of the Bidder's/Proposer's employees performed in connection with the Contract.

38. 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 Bidder/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.

39. INSURANCE

Please submit a copy of your insurance certificate with your Response. 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.

40. INSURANCE CANCELLATION

No change or cancellation in insurance shall be made without thirty (30) days' written notice by the Bidder/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.

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 Bidder/Proposer offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Bidder/Proposers should state any payment discount in the space provided on the bid form for construction services.

42. IRREVOCABILITY OF RESPONSES

Each Bidder/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 Bidder/Proposer.

43. LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS

Responses received after the Response Due Date and time are late and shall not be considered. Modifications received after the Response Due Date are also late and shall not be considered. Letters of withdrawal received after the Response Due Date are late and shall not be considered. Letters of withdraw received after contract award shall be deemed a breach of contract, subject to penalties as set forth in the contract and Solicitation.

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 Bidder/Proposer shall not constitute a cognizable defense against the legal effect thereof.

Upon execution of a contract, the successful Bidder/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 Bidder/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 Bidder/Proposer shall abide by all ordinances and laws pertaining to his operations and shall secure, at his expense, all licenses and permits necessary for construction and operation.

46. MAINTENANCE

Maintenance required for equipment Solicitation is preferred to be available in the City of Port Orange by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If the City of Port Orange opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and shall be priced accordingly.

47. NAME BRANDS

Specifications may reference name brands and model numbers. It is not the intent of the City of Port Orange to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders/Proposers may offer items of equal stature and the burden of proof of such stature rests with Bidder/Proposer, unless otherwise specified by the City. The City of Port Orange shall act as sole judge in determining equality and acceptability of products offered.

48. 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.

49. 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.

50. 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.

51. PATENTS/COPYRIGHTS

The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

52. PRE-BID MEETING OR PRE-PROPOSAL MEETING

The Purchasing Manager shall determine if the pre-bid or pre-proposal meeting is mandatory and provide the date, time and location in the Solicitation legal advertisement and Solicitation specifications. The meeting 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. Attendance to the pre-bid and pre-proposal meeting is normally mandatory. Only Bidders/Proposers attending a mandatory pre-bid meeting will be eligible to submit a Response. The representative of each Bidder/Proposer shall be an authorized employee of the Bidder/Proposer and shall sign in accordingly.

53. PREPARATION OF RESPONSES

In preparing Responses, the Proposal Form, the Bid Form (when a Bid Bond is permitted as proposal security), Certificate as to Corporate Principal, Public Entity Crimes Statement, Anti-Collusion Statement, and Drug Free Preference Statement must be properly executed in ink.

Upon the prescribed Schedule of Unit Prices, all bid prices shall be typewritten or written in ink, in both words and numerals, in the blank spaces for each item, with the amounts extended if a unit price bid, and all amounts totaled. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as

the price bid. The sum of the Total Bid as calculated from the individual items, Schedule of Unit Prices, shall equal the Total Price. Except as provided below, bids containing substitutions or combinations of alternates will not be considered unless such substitutions or combinations are specifically authorized by the Proposal. The Bidder/Proposer shall sign his/her name and give his/her business address in the spaces provided therefore. If the Proposal is made as a partnership, it shall be signed by all partners; if made by a corporation, it shall be signed in the name of the corporation by one of the officers thereof and shall have affixed the seal of the corporation.

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. PRICING

Bidder/Proposer certifies that prices, terms and conditions in the Response will be firm for acceptance for a period of ninety (90) days from the date of Response opening unless otherwise stated by the City. Responses may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Responses may be withdrawn after ninety (90) days only upon written notification to the City. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form. Prices shall be all inclusive: no price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, Bidder/Proposer shall indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails. In the event of any discrepancy between the written

amounts and the numerals, the written amounts shall govern and will be considered as the price bid.

56. 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 Bidder/Proposer during the term of contract, and the Bidder/Proposer shall be held responsible for any damage to the property occurring by reason of his operation on the property.

57. PROPRIETY INFORMATION

Upon receipt by the City, responses to Solicitations, become public records subject to the provisions 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 Bidder/Proposer to submit in order to prequalify for bidding or 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.

58. PUBLIC ENTITY CRIMES

In accordance Section 287.133 (2)(a), Florida Statutes: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to 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 vendor list.

59. PUBLIC RECORDS/PUBLIC MEETINGS EXEMPTION STATEMENT

Section 119.071(1)(c), Florida Statutes: Any financial statement that an agency requires a prospective Bidder/Proposer to submit in order to prequalify for bidding or 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 Bidder/Proposers will not be able to procure a copy of their competitor's bids 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 bids or 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 vendor, or where a vendor answers questions. In other words, neither Bidder/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 Bidder/Proposers, but the new law limits public attendance to portions of such meetings.

60. PURCHASE ORDER AND DELIVERY

The successful Bidder/Proposer shall not deliver products or provide services without a City of Port

Orange Purchase Order, signed by an authorized agent of the City of Port Orange. The fastest, most reasonable delivery time shall be indicated by the Bidder/Proposer. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. INSIDE DELIVERY unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which shall be rectified prior to expiration of the time for performance. Failure to rectify within the performance period shall be considered cause to reject future deliveries and cancellation of the contract by City of Port Orange without prejudice to other remedies provided by law. Where delivery times are critical, the City of Port Orange reserves the right to award accordingly.

61. 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.

62. QUALITY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality and highest grade workmanship unless otherwise specified in this bid by the City.

63. RIGHT OF WITHDRAWAL

A bid, proposal, statement, or reply may not be withdrawn before the expiration of ninety (90) days from the Response due date.

64. 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 Bidders/Proposers shall become the property of the City when received.

65. RIGHT OF NEGOTIATION RFP/RFSQ/ITN

The City reserves the right to negotiate with the selected Bidder/Proposer the exact terms and conditions of the Contract.

66. RECORDS/AUDIT

The Bidder/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.

67. RECYCLED MATERIALS

City of Port Orange encourages the use of products made of recycled materials.

68. REQUEST FOR ADDITIONAL INFORMATION

Prior to the final Solicitation selection, Bidders/Proposers may be required to submit additional information which the City may deem necessary to further evaluate the Bidder's/Proposer's qualifications to perform under the terms of the Solicitation and subsequent Contract.

69. REJECTING OF RESPONSES, REBIDDING

The City reserves the right to accept or reject any or all Responses or parts of Responses, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such

combination as shall best serve the interests of the City unless otherwise specified. The City Council shall have the authority to reject any and all Responses. If the lowest and best Response exceeds the budgeted amount and the City Council does not make additional funds available, the purchasing agent with the help of the department head shall have the authority to re-advertise the article or articles for bidding after making sufficient changes in the plans or specifications to bring the cost within the limit of the money available. (Code 1981, § 8-28.)

70. 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 Response 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 Response non-responsive.

71. RULES, REGULATIONS AND LICENSING REQUIREMENT

The Bidder/Proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Bidders/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. SAMPLES

Samples, when requested, must be furnished at, or before, Response opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at Bidder/Proposer's request, be returned within thirty (30) days after bid award at Bidder/Proposer's expense. If requested by the City, samples and/or inspection of like items are to be made available in the central Florida area.

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.

The City will utilize Demand Star for distribution of Formal Solicitations at: www.demandstar.com.

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 Bidder/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 Bidder/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 Bidder/Proposer after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

77. SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract

shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

78.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 Bidder/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 Bidder/Proposer shall provide follow-up evidence that the Bidder/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 Bidder/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.

79.SUPPLEMENTAL MATERIALS

Bidders/Proposers are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements that the Bidder/Proposer wishes to include as a condition of the bid must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

80.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.

81.TERM CONTRACTS

Acceptance by the City of Port Orange of Bidder's/Proposer's offer shall be limited to the terms herein unless expressly agreed in writing by the City. If the contract is intended to cover a specific time period, the term will be given in the bid specifications.

82.TERMINATION

The City of Port Orange reserves the right to terminate the contract for default if Bidder/Proposer breaches any of the terms therein, including warranties of Bidder/Proposer or if the Bidder/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 Bidder/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 Bidder/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 vendor notice thirty days prior to the date of cancellation of the contract. The vendor shall be required to give the City written notice (60) sixty 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.TITLE TRANSFER

Title and Risk of Loss of goods shall not pass to City of Port Orange until City of Port Orange actually receives

and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 3:00 p.m., Monday through Friday. Bidder/Proposer is advised to consult the using department for instructions. The place of delivery shall be specified in the bid specification and/or on the Purchase Order as a "Deliver To:" address.

85. USE OF SOLICITATION FORMS

Bidder/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 Bidder's/Proposer's Acknowledgement Form contained in each Solicitation.

86. VARIANCES

For purposes of Response evaluation, Bidders/Proposers must indicate any variances, no matter how slight, contained in the Response. No variations or exceptions by a Bidder/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.

87. WAIVER OF IRREGULARITIES

The City of Port Orange reserves the right to waive and/or reject any non-substantial irregularity in Responses 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 Responses will be considered. However, the City reserves the right to waive formalities or informalities in Responses, to reject, with or without cause, any or all Responses or portions of Responses, or to interview or not interview individual Bidders/Proposers, and to accept any Responses or portions of Responses deemed to be in the best interest of the City. The city council shall have the authority to waive any and all non-substantial irregularities in any and all formal Solicitations. (Code 1981, § 8-29)

88. WARRANTIES

Bidders/Proposers shall furnish all data pertinent to warranties or guarantees which may apply to items in the Response. Bidders/Proposers may not limit or exclude any implied warranties. Bidder/Proposer 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/Proposer's expense. If Bidder/Proposer fails to make the appropriate correction within a reasonable time, City of Port Orange may correct at the Bidder/Proposer's expense.

89. 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 for 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.

90. NON-EXCLUSIVITY:

The City of Port Orange reserves the right to procure items herein described in any manner it sees fit, including but not limited to: awarding of other contracts, the use of contracts awarded by GSA, federal agencies, the State of Florida, any county or municipality, or any authorized contract, whichever is considered in the best interest of the City.

91. LOCAL PREFERENCE:

In accordance with City of Port Orange City Code 2-275, except where federal or state law, or any other funding source, mandates to the contrary, the City shall give preference to local businesses in the following manner:

(a) Competitive Bids

(1) Port Orange Business: In any competitive bidding process where a bid submitted by a Port Orange business is within eight percent (8%) of the lowest and best responsible bid submitted by a non-Port-

Orange business, then the Port Orange business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.

(2) Volusia County business: In any competitive bidding process where a Volusia County business is within five percent (5%) of the lowest and best responsible bid submitted by a business other than a Port Orange business or Volusia County business, then the Volusia County business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.

(3) Florida Business: In any competitive bidding process where a State of Florida business is within three percent (3%) of the lowest and best responsible bid submitted by a non-local business, then the Florida business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.

(4) Tied Bid Preference: In case of a tie bid between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange business, second priority to Volusia County business, and third priority to Florida business.

(b) Request for Proposals, Qualifications or other Qualitative Submittals. In any ranking conducted pursuant to a request for proposals, qualifications, or other qualitative submittals where the bidders are rated by a point system, local businesses shall be granted the following preference:

(1) Port Orange business shall be granted up to eight percent (8%) of the available points.

(2) Volusia County business shall be granted up to five percent (5%) of the available points.

(3) Florida business shall be granted up to three percent (3%) of the available points.

(4) Tied bid preference. In case of a tie between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange business, second priority to Volusia County business, and third priority to Florida business.

(5) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Port Orange business means a business having its headquarters and principal place of business within the City of Port Orange at least twelve (12) months prior to the bid

or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of the City of Port Orange.

Volusia County business means a business having its headquarters and principal place of business within the County of Volusia, and not within the City of Port Orange, at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of Volusia County.

Florida business means a business having its headquarters and principal place of business within the State of Florida, and not within Volusia County, at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within the limits of the State of Florida.

SECTION 6 – SPECIAL CONDITIONS

PRECEDENCE IN TERMS:

In the event of a conflict, the Special Terms and Conditions shall take precedence over all other sections.

PERIOD OF OFFER VALIDITY:

Proposals offered in this RFP must remain firm for a period of ninety (90) days from the RFP opening date.

CONTRACT TERM / COMPLETION TIME:

The contract shall be valid upon issuance of Notice to Proceed and/or purchase order and continue for a five (5) year period with one (1) additional five (5) year renewal option.

ELIGIBILITY OF PROPOSER:

To be eligible to respond to this RFP, the Proposer must have prior successful experience working with monitoring functions on the removal and lawful disposal of disaster-generated debris (other than household putrescible garbage) from public property and public right-of-ways, on site and at Temporary Debris Staging and Reduction Sites (TDSRS), and must be familiar with debris removal eligibility criteria outlined in FEMA 325 and 327. Please provide eligibility experience.

MINIMUM QUALIFICATIONS:

- Ten (10) years of experience in Disaster Debris Monitoring Services
- Familiar with debris removal eligibility criteria outlined in FEMA 325 and 327.

CODE OF CONDUCT:

Vendors and their subcontractors or teaming partners, upon award, must provide and maintain a written code of standards governing the performance of their employees working on the projects or administering the contract. It shall be the sole responsibility of the “Prime Vendor” to maintain and provide a copy of sub or teaming partner’s codes of conduct to the City of Port Orange upon request.

SOCIOECONOMIC CONTRACTING:

In compliance with 44 C.F.R. § 13.36 (e) the City of Port Orange encourage small and minority firms, women’s business enterprises and labor surplus area firms to submit proposals. When “prime” vendors use subcontractors or teaming partners they must ensure that they adhere to 44 C.F.R. § 13.36 (e) and encourage the use of socioeconomic contracting. If subcontractors or teaming partners will be utilized, prime vendors must provide documentation of their attempt(s) to comply with the socioeconomic requirements of 44 C.F.R. when submitting a response to this RFP.

PROPOSAL SECURITY:

Due to the nature of this RFP and in accordance with FEMA standards, a bid bond is not necessary.

PERFORMANCE AND PAYMENT BOND:

The Contractor shall furnish to the City, prior to the commencement of operations, a Performance and Payment Bond in an amount equal to the value established within an issued Purchase Order and/or Task Authorization, which bond shall be conditioned upon the successful completion of all work, labor, services, materials to be provided and furnished, and the payment of all subcontractors, materials and laborers. If

the value of the contracted work increases, the Contractor shall be required to provide an updated Performance and Payment Bond in an amount equal to the new value.

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.

AWARDS:

Results from the evaluation committee will be considered by the City of Port Orange City Council at the earliest possible regular meeting subsequent to the evaluation process. This RFP is issued in accordance with and shall be governed by the provisions of the City's Purchasing Policy.

The City of Port Orange City Council reserves the right to make award(s) by individual sections, groups, all or none, or a combination thereof, with one or more proposers; to reject any and all proposals, or to waive any informality or technicality in proposals received as deemed to be in the best interest of the City.

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, Contract, proposal or quote for purchase of services and goods by the City of Port Orange.

SUBCONTRACTING:

The Proposer will not sub-contract, or enter into any subcontracting agreements pertaining to this contract, without obtaining approval from the City of Port Orange.

PROPOSER'S PRODUCT OR SERVICES:

The Proposer's product (if applicable) delivered to the City shall be free of all liens, claims or encumbrances, and the vendor warrants that it has a clear title to the product being delivered.

If the Proposer is contracted to provide services, such services shall be fully satisfactory to the City as determined by the City.

The Proposer shall provide the City with any data, reports or other information as required and requested by the City to enable it to utilize the product or service furnished by the Proposer.

In furnishing the service or product to the City, the Proposer shall comply with all federal, state, county laws, and city rules, regulations and codes and their successors or amendments. Violation of such laws, rules, regulations and codes may be grounds for delaying or reducing the amount due, or in rescinding the contract, Contract, proposal or quote.

LITERATURE (if applicable):

If no particular brand, model or make is specified, Proposers shall submit with the RFP two (2) copies of 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 proposes to furnish.

INSURANCE REQUIREMENTS

Please submit a copy of your insurance certificate with your proposal. Upon execution of a contract, the Bidder/Proposer shall maintain insurance during the life of the Contract. Bidder/Proposer shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder'/proposer's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

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. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Bidder/Proposer shall not commence work under the contract until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Bidder/Proposer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

Insurance	Standards	Comments
Workers' <u>Limits:</u> Compensation <u>Additional Coverage:</u>	Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
Comprehensive <u>Limits:</u> General Liability (including Completed Operations and Contractual Liability)	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000. Aggregate	When the Contract work 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 <u>Limits:</u> Business, Automobile Liability to include all automobiles. <u>Additional Coverage:</u>	Auto Liability Body Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance <u>Limits:</u> Builders Risk. <u>Additional Coverage:</u>	Buildings - Completed value of contract. “All Risk” coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If the Contract 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> (Errors & Omissions)	Coverage- \$1,000,000 minimum	

[Remainder of this page left intentionally blank]

SECTION 7 – PROPOSAL SUBMITTAL & REQUIREMENTS

Proposals shall include all of 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.

In conjunction with other material and information requested in the RFP, all Proposers responding to this solicitation shall provide one (1) original, and one (1) digital (CD or flash drive) version in PDF format, and all attachments of the following 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.

TAB A – STATEMENT OF INTEREST:

The responding firm will provide a letter, on 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.

TAB B – FIRM AND STAFF QUALIFICATIONS:

To be eligible to respond to this RFP, the Proposer must have prior successful experience working with monitoring functions on the removal and lawful disposal of disaster-generated debris (other than household putrescible garbage) from public property and public right-of-ways, on site and at Temporary Debris Staging and Reduction Sites (TDSRS), and must be familiar with debris removal eligibility criteria outlined in FEMA 325 and 327. Please provide eligibility experience.

- Minimum Qualifications:
 - Ten (10) years of experience in Disaster Debris Monitoring Services
 - Familiar with debris removal eligibility criteria outlined in FEMA 325 and 327.

Include the following information about your firm in the proposal:

- Qualifications and experience of the respondent, including type of business entity, organizational size, structure and history of the organization, experience in the provision of services, and location of the office that would contract for services to the City of Port Orange.
- A listing of the firm's personnel that will be assigned to the City, along with a summary of their qualifications and specific responsibilities.

- List at least five (5) contracts with similar sized cities completed within the last two (2) years for the services described in this RFP, indicating the type of entity, the name, email address and telephone number of the public officer in charge of the contract, and the years in which the services have been provided. ***City of Port Orange shall not be listed as a current contract. *The information provided under this tab, must be current and the City must be able to contact for verification as part of the evaluation process.**
- Provide a complete list of all current contracts with cities and counties for Disaster Debris Monitoring Services. Please include agency/municipality name and term of contract.
- Have any contracts been terminated for any reason? If so, please elaborate.
- Any other information that the respondent believes would be helpful to the City in evaluating the respondent's ability to provide the services described in this RFP.

TAB C – LICENSES/INSURANCE:

- Include copy of license to do business in the State of Florida or Sunbiz report showing your company registered as "Active."
- Include a copy of any and all professional licenses and certifications as required to perform the services described herein and of the professional licenses for each team member.
- Attach evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Final forms must contain the correct solicitation and/or project number.

TAB D – FINANCIAL STABILITY/LITIGATION:

- All Respondents 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.
- This Tab shall contain information on the nature and magnitude of any litigation or proceeding whereby, during the past five (5) years, a court or any administrative agency has ruled against the firm in any matter related to the professional activities of the firm.
- This shall include any class actions within your company where named, industry investigations by Attorneys General, in addition to individual cases.
- Respondent must indicate whether any contract awarded by another government agency has been terminated in default or convenience.
- Respondent has a continuing duty to inform the City of any new claims filed against the Respondent.

TAB E – ENGAGEMENT APPROACH AND SCHEDULE:

- State your firm’s plans and approach for providing the goods and services outlined in this RFP.
- Provide a detailed schedule showing the overall duration and timeline required for each component of the engagement as outlined in this RFP.
- The information presented shall be in enough detail to enable the City to ascertain the Proposer understands the effort to be accomplished and should essentially outline the steps in the total services proposed.

TAB F – PROPOSAL MATRIX:

- Provide a thorough description of the project approach and a list of costs associated with personnel (Exhibit I – Hourly Rate Schedule) with your proposal under Tab F. Please specifically identify any added value benefits (pro bono publico) related to debris monitoring, removal or planning that your firm will provide to the City.

TAB G – 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 Acknowledgement Form
- **Form 9.3** Statement of Proposer’s Qualifications
- **Form 9.4** Drug Free Preference Statement
- **Form 9.5** Sworn Statement on Public Entity Crimes
- **Form 9.6** Affidavit of Anti-Collusion Form
- **Form 9.7** Authorized Signatures/Negotiators
- **Form 9.8** Vendor Application and W-9 Form

[Remainder of this page left intentionally blank]

SECTION 8 – EVALUATION OF PROPOSALS

EVALUATION CRITERIA:

Firms submitting the required criteria will have their written proposals evaluated and scored for quality of response, qualifications and experience and cost. The following represents the principal selection criteria, which will be considered during the evaluation process. Criteria will be weighted based on 100% of total value.

EVALUATION CRITERIA FOR WRITTEN PROPOSALS

CATEGORY SCORE

QUALIFICATIONS AND RELATED EXPERIENCE: (Max 30 points outlined below)

(1) *General Qualifications and Capabilities of Firm and Key Principal..... (10 points)*

- 8-10 points – More than 5 years of related experience
- 4-7 points – 3 to 4 years of related experience
- 1-3 points – 1 to 2 years related experience
- 0 points – No prior related experience

(2) *General Qualifications & Abilities of Professional Personnel (Related Experience Strength of Team)..... (10 points)*

- 8-10 points – More than 5 years of related experience
- 4-7 points – 3 to 4 years of related experience
- 1-3 points – 1 to 2 years related experience
- 0 points – No prior related experience

(3) *Experience with Disaster Debris Monitoring Services (10 points)*

- 8-10 points – 3 or more directly related projects
- 4-7 points – 1 to 2 directly related projects
- 1-3 points – Similar but not directly related projects
- 0 points – No directly related or similar projects

STRENGTH OF PROPOSAL AND PRESENTATION: (Max 30 points outlined below)

(1) *Clarity/Completeness of Proposal (10 points)*

- 8-10 points – Proposal is exceptionally well written and clearly addresses all issues outlined in the RFP
- 4-7 points – Proposal is understandable and addresses most of the specific issues outlined in the RFP
- 1-3 points – Proposal is somewhat understandable and addresses some of the issues outlined in the RFP
- 0 points – Proposal does not address issues outlined in the RFP

(2) Understanding of Scope of Requirements (10 points)

- 8-19 points – Demonstrated exceptional understanding of the scope and goals of the project
- 4-7 points – Understands the scope and goals of the project
- 1-3 points – Has some understanding of the scope requirements and goals of the project
- 0 points – Has no solid or working understanding of the scope of services or Goals of the project

(3) Overall Work Plan, Technical Approach (10 points)

- 8-10 points – Work plan is exceptionally detailed, well organized, and shows project milestones and staff assignments and clearly demonstrates capacity to carry out the project within the set deadlines
- 4-7 points – Work plan is generally organized and shows a capacity to carry out tasks but lacks sufficient detail
- 1-3 points – Most of the task appear to be addressed but poorly organized
- 0 points – Work plan is difficult to understand and poorly organized

REFERENCES: (Max 15 points overall)**(1) Quality of References (15 points)**

- A minimum of three (3) references all from similar projects that have been successfully completed within the past 10 years

PROPOSED FEES: (Max 25 points)

- **Staffing Ratio** (10 points)
- **Hourly Rates** (15 points)

Total Maximum Points (100 points)

Please note that prices may be negotiated in the best interest of the City after the scoring is completed.

RFP SCHEDULE:

The following schedule is the PROPOSED schedule for evaluations. *The City reserves the right to alter dates as needed.*

Proposal Due Date **2:30 p.m., May 20, 2016**
 Evaluation Committee Meeting 1:30 p.m. May 31, 2016
 Shortlisted Firms Presentations/Discussions (if required) To Be Determined

EVALUATION PROCEDURE:

The Evaluation Committee is comprised of City staff and **may** include City Council Member or Council appointed Board of Commission member who will evaluate and rank proposals based on a weighted score point formula. All interested professionals are hereby cautioned **not** to contact any staff or Council member of the City of Port Orange, or any member of the Evaluation Committee. Any and all questions

should be made through the Purchasing Manager 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 responding 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 finalist.

The City's evaluation criteria, as identified above, 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 provider 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;
10. Net costs; and
11. Such other information as may be secured.
12. Local preference policy

FORMAL ORAL PRESENTATIONS/INTERVIEWS (If Required):

The City may choose to conduct oral interviews with, or receive oral presentations from no less than three (unless less than three proposals were received) of the Proposers. If the City chooses to allow oral interviews and/or presentations, such interviews or oral presentations will not be open to the public pursuant to the conditions set forth in Florida Statute 286.0113. If oral presentations or interviews are held the following guidelines will be used:

The City's Purchasing Division will establish the schedule and Proposers will be notified via www.demandstar.com at least five (5) calendar days in advance of the date, time and place of the presentations. The specific format of each presentation will be provided to Proposers with the notifications.

The City will allot equal time for each proposer divided into two sequential parts: formal presentations and question and answers. The times allotted are maximums and no firm will be penalized for using less than the allotted time.

FINAL RANKING AND RECOMMENDATION FOR AWARD:

After the oral presentation is completed, the Evaluation Committee will re-score all short-listed proposals, using the same criteria utilized for evaluation of the written proposals, to determine a final ranking of the short-listed proposers considered to be most capable of performing the required project in the best interest of the City.

The Evaluation Committee's final ranking will be provided to the Purchasing Manager to read aloud. The City's Project Manager will provide a notice of intent to award to the Purchasing Manager. The final ranking sheets by the committee will be posted on www.demandstar.com The City project manager will create an agenda item recommending award to the City Council. City Council's decision will be final.

[Remainder of page intentionally left blank]

SECTION 9 – REQUIRED FORMS

FORM 9.1 – PROPOSAL SUBMITTAL CHECKLIST

_____ Form 9.2 – Proposer’s Acknowledgement Form

_____ Form 9.3 – Drug Free Preference Statement

_____ Form 9.4 – Sworn Statement Pursuant to Section 287.133 (3)(a) F.S. in Public Entity Crimes (BS-2)

_____ Form 9.5 – Affidavit of Anti-Collusion Form

_____ Form 9.6 – Authorized Signatures/Negotiators

_____ Form 9.7 – Vendor Application Form

_____ Form 9.8 MWBE participation Statement

_____ W-9 Form

_____ Exhibit 1 – TAB F: Hourly Rate Schedule

_____ Submission of one (1) original marked “ORIGINAL”, and one (1) digital (CD or flash drive) version in PDF format.

BY: _____
Proposer

Authorized Signature

_____ Date

This document must be completed and returned with your Submittal



City of Port Orange

Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129
Telephone (386) 506-5718
Fax (386) 506-5711

RFP #16-20

FORM 9.2 – PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: Disaster Debris Monitoring

RFP RELEASE DATE: April 22, 2016

RFP DEADLINE FOR QUESTIONS: May 6, 2016 at 5:00 P.M.

RFP DUE DATE & TIME: May 20, 2016 at 2:30 P.M. City Hall, City Clerk's Office

Proposals Received After the Above Date and Time Will Not Be Considered.

If returning as a "No Submission," please state reason (s): _____

PROPOSER'S COMPANY NAME: _____

PROPOSER'S COMPANY MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

PHONE NUMBER: _____ EMAIL: _____

ACKNOWLEDGMENT OF ADDENDA: (You must circle the correct # of addenda issued) 0 1 2 3 4 5

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the proposer. In submitting a proposal to the City of Port Orange, the proposer offers and agrees that if the proposal is accepted, the proposer will convey, 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 Antitrust 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.

X _____
AUTHORIZED SIGNATURE (MANUAL)

NAME (TYPED)

TITLE

DATED

FORM 9.3 – DRUG FREE PREFERENCE STATEMENT

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid 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 bids will be followed if none of the tied vendors 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 bid 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 bid, 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 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 any 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 Firm: _____

By: _____
(Name and Title)

Date: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as _____ of _____ and who: [] is personally known to me; or [] has produced _____ as identification.

Notary Public, State of
Printed Name, Commission Seal and Term Expiration Date

This document must be completed and returned with your Submittal

FORM 9.4– SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer 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 an 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 vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

(Authorized Signature)

(Date)

(Print Name)

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as _____ of _____ and who: ☐ is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of
Printed Name, Commission Seal and Term Expiration Date

This document must be completed and returned with your Submittal

FORM 9.5. – 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 PROPOSERS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE PROPOSERS 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: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

COMPLETION TIME: _____

F.E.I.N. NUMBER: _____

NO Proposal may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Proposals, without the consent of the City of Port Orange.

NO PROPOSAL (REASON): _____

This document must be completed and returned with your Submittal

FORM 9.6 – AUTHORIZED SIGNATURES/NEGOTIATORS

The Bidder or Proposer represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Bidder or Proposer will be duly bound:

Name	Title	Phone #
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Authorized Signature)

This document must be completed and returned with your Submittal

FORM 9.7 - VENDOR APPLICATION



City of Port Orange Vendor Application

City of Port Orange

Attn: Marie Burton

(386) 506-5716

mburton@port-orange.org

1000 City Center Circle

Port Orange, FL 32129

Date: _____

FIRM NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

If remittance payment address is different than application or W9 please fill out below:

ADDRESS: _____

TEL. # (including area code): _____ FAX.# _____

SIGNATURE PERSON FILING APPLICATION: _____

PRINTED NAME: _____

TITLE: _____

FEDERAL I.D. (F.E.I.N.) # _____

E-MAIL ADDRESS: _____

(Authorized Company Representative)

COMPANY STATUS:

INCOPRORATED: ☐ Y ☐ N State Incorporated: _____ Year: _____

TYPE OF ORGANIZATION: ☐ Indiv. ☐ Partnership ☐ Corp. ☐ Non-Profit ☐ LLC

ATTORNEY TRUST ACCOUNT NAME: _____

INSURANCE: Proof of adequate coverage for professional general liability, errors and omissions and workers' compensation may be required for certain types of procurements.

☐ Check this box to waive insurance requirements **only** if you are providing goods for F.O.B destination with no installation services.

*** NOTE TO VENDORS***

The City of Port Orange, Florida does not maintain a prospective vendor's list, classified by commodities for the purpose of inviting sealed bids and quotation.

The City utilizes DemandStar www.demandstar.com to release Bids/RFP's and quotes. While the City advertises the Invitation to Bid in the local newspaper (Daytona News Journal) only in rare cases does the City mail out announcement notices to vendors. Vendors interested in becoming a member of DemandStar may visit their web site at: www.demandstar.com or by calling them at 1-800-711-1712.

Vendors will automatically receive notice of request for Bids/RFP's or quotes after they sign up on DemandStar. It is important that vendors sign, complete and return this application. Also include the W-9 and insurance information requirements in order for the City to assign a vendor number on our computer system.

It is also the vendor's responsibility to keep the Purchasing Division informed as to any change of address or insurance that may occur.

If your company is interested in bidding on commodities/services in addition to those specified, on any specific article related to the main category, insert the type of those materials on the blank space provided for each category group. Attorney services are secured by direct telephone quotes or written price inquiries.

Drug Free Workplace: A statement as to whether or not your firm has implemented a drug-free workplace program, as described in Section 287.087 of the Florida Statutes should be noted. Failure to respond in affirmative to this request will not disqualify you from consideration. Preference will be given to firms which have implemented a drug-free workplace program in the case where the City has received two or more bids what are equal with respect to price, quality, and service.

Equal Employment Opportunity (EEO). All vendors will be required to make an affirmative statement as to their support of all applicable equal opportunity affirmative actions requirements. A copy of the City's Equal Employment Opportunity statement (EEO) will be available to the vendor upon request.

I certify that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer, so far as is known, is now disqualified from the public contracting and purchasing process by any agency of the federal government, the State of Florida or the City of Port Orange.

Signature of Person Completing Form: _____

Printed/Types Name: _____ Title: _____

Commodity/Services _____

This document must be completed and returned with your Submittal

W-9 Form

Form

(Rev. January 2011)

Department of the Treasury
Internal Revenue Service**W-9**Request for Taxpayer
Identification Number and CertificationGive Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2:	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ^a _____ ☐ Other (see instructions) ^a	☐ Exempt payee
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ^a	Date ^a

This document must be completed and returned with your Submittal

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

EXHIBIT 1 – HOURLY RATE SCHEDULE (INSERT UNDER TAB F)



**EXHIBIT I - HOURLY RATE SCHEDULE
RFP 16-20
DISASTER DEBRIS MONITORING SERVICES**
(Include under Tab F of Proposal)

NAME OF BUSINESS:
CONTACT PERSON:
EMAIL ADDRESS:
AUTHORIZED SIGNATURE:

The hourly rates shall include all cost including applicable overhead and profit, lodging, meals, transportation, rentals, safety gear, telephone costs, cameras, GPS devices and other incidentals.

	<u>POSITIONS</u>	<u>HOURLY RATES*</u>	<u>HOURS**</u>	<u>TOTAL</u>
1.	Project Manager	\$ -	112	\$ -
2.	Data Manager	\$ -	40	\$ -
3.	Cost Recovery Specialist	\$ -	40	\$ -
4.	Field Supervisors	\$ -	336	\$ -
5.	Fixed Site Monitors	\$ -	840	\$ -
6.	Environmental Specialist	\$ -	40	\$ -
7.	GIS Specialist	\$ -	40	\$ -
8.	Supervising Monitors	\$ -	168	\$ -
9.	Billing/Invoice Analysts	\$ -	40	\$ -
10.	Administrative Assistants	\$ -	40	\$ -
11.	Field Monitors	\$ -	4,200	\$ -
TOTAL (Items 1-11)				\$ -

*Any overtime will be billed at the Hourly Rate times 1.5. Overtime is not to be included in the rates above.

**These hours are not intended to represent the actual contract amount, but are an estimated representation of a typical work week. The actual contract value will be negotiated with the successful proposing agency prior to issuance of the notice to proceed for each event.

This document must be completed and returned with your Submittal
This Document is also available on DemandStar as a fillable Excel Worksheet

PERFORMANCE AND PAYMENT BOND

(Sample Performance and Payment Bond attached for information purposes only)

RETURN RECORDED DOCUMENT TO:

City Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

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: _____

Principal Business Address: _____

Contact Person: _____

Phone Number: _____

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: _____

Phone Number: _____

City Manager

(386) 506-5501

Amount: \$ _____

City Case/Project No. _____

Description of Work: _____

Project Location: _____

Port Orange, Volusia County, Florida

Legal Description: _____

Front Page

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

RETURN RECORDED DOCUMENT TO:

City Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

Name of Project

City Project No. _____

Bond No. _____

Space Reserved for Recording Data

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

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

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

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain _____ having an effective date of _____, entered into by and between the Principal and the City, for _____, 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 in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 20__.

Attest:

(Name of Principal)

(As to Corporate Principal) Secretary

By: _____

Name/Title: _____

(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.

STANDARD CITY OF PORT ORANGE CONTRACT DOCUMENTS (FOR INFORMATIONAL PURPOSES ONLY)

Standard City of Port Orange Contract Document is attached for informational purposes only.



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 20____, 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 the following equipment, materials, labor and other such related services to the City of Port Orange:

(i) _____

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

Term: The initial 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 _____ thereafter (the "Initial Term"). In addition to the Initial Term, this Contract may be renewed for up to ____ additional _____ term(s) upon written consent of the parties and appropriation by City Council.

Manner and Place: As outlined in _____, in accordance with Standard Construction Details 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. Contractor shall not deliver goods or services without a written purchase order, signed by an authorized agent of the City of Port Orange. *If the contract is for goods include the following:* 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.

Time and Essence: _____ from the date set out in paragraph 3 below or upon receipt of Notice to Proceed.

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "____" attached hereto, subject to a limit up to but not to exceed \$_____. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current 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, attached as Exhibit "____," are an integral part of this Contract and must be completed, signed, witnessed and notarized as indicated and returned with the signed Contract:

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

4. Contract Administration. The _____ shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

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 22 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 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 for 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.

If Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

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 during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

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. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

Insurance	Standards	Comments
Workers' Compensation <u>Limits:</u> <u>Additional Coverage:</u>	Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
Comprehensive General Liability (including Completed Operations and Contractual Liability) <u>Limits:</u>	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contract work 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 automobiles.	<u>Limits:</u>	Auto Liability Body Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence.	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
<u>Additional Coverage:</u>		Non-Owned, Hired Car	
Property Insurance Builders Risk.	<u>Limits:</u>	Buildings - Completed value of contract.	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
<u>Additional Coverage:</u>		"All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	
Professional Liability (Errors & Omissions)	<u>Limits:</u>	Coverage- \$1,000,000 minimum	

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. 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 Contractor's expense.

19. 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.

20. Liability for Loss or Damage. 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.

21. 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.

22. Disputes. The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager 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 Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

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. As may have been outlined in _____ and 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.

26. 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.

27. 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: _____
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-____

Contractor: _____
Attention: _____

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.

28. 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.

29. 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:

Printed Name: _____

Printed Name: _____

By: _____

Printed Name: _____

Title: _____

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: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____, a _____ corporation, and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Allen Green, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

[CA ____]



INTENT TO AWARD

RFP # 16-20

DISASTER DEBRIS MONITORING SERVICES

MAY 31, 2016

Purchasing received three (3) proposal submittals for RFP # 16-20, Disaster Debris Monitoring Services.

After review of the proposals submitted, the Evaluation Committee has made its recommendation to award to Thompson Consulting Services of Lake Mary, Florida and Tetra Tech, Inc. of Maitland.

Recommendation to award will be presented for City Council approval on June 21, 2016.

**Diana M. Fye, CPPB, FCPA
Purchasing Manager**



**CITY OF PORT ORANGE, FLORIDA
RFP TABULATION SHEET**

ALL PROPOSALS ACCEPTED BY THE CITY OF PORT ORANGE ARE SUBJECT TO THE CITY'S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. PROPOSALS FROM THE PROPOSERS LISTED HEREIN ARE THE ONLY PROPOSALS RECEIVED TIMELY AS OF THE OPENING DATE AND TIME. ALL OTHER PROPOSALS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE. ALL PROPOSALS ARE SUBJECT TO REVIEW BY THE CITY AND AWARD REQUIRES A FORMAL CONTRACT AND APPROVAL BY CITY COUNCIL.

RFP NUMBER: RFP-16-20
RFP TITLE: DISASTER DEBRIS MONITORING SERVICES
OPENING DATE/TIME: MAY 20, 2016 AT 2:30 P.M.

		Response 1	Response 2	Response 3	Response 4
Submittal Required Forms (mark "yes" or "no")		DebrisTech, LLC Picayune, Mississippi 39466	Tetra Tech, Inc. Maitland, Florida 32751	Thompson Consulting Services Lake Mary, Florida 32746	
1	Form 9.1 Submittal Checklist	Yes	Yes	Yes	
2	Form 9.2 Proposer's Acknowledgment	Yes	Yes	Yes	
4	Form 9.3 Drug Free Preference Statement	Yes	Yes	Yes	
5	Form 9.4 Statement on Public Entity Crimes	Yes	Yes	Yes	
6	Form 9.5 Affidavit of Anti-Collusion	Yes	Yes	Yes	
7	Form 9.6 Authorized Signatures/Negotiators	Yes	Yes	Yes	
8	Form 9.7 Vendor Information Form & W-9	Yes	Yes	Yes	
9	Form 9.8 mwbe Participation Statement	Yes	Yes	Yes	
10	TAB F - Exhibit 1 - Hourly Rate Schedule	Yes	Yes	Yes	
1 Original, 5 Copies, 1 Digital Copy		Yes	Yes	Yes	
Deemed Responsive?		Responsive	Responsive	Responsive	

Opened and tabulated by: Diana M. Fye, CPPB, FCPA, Purchasing Manager
 Witnessed by: David Battaglia, Purchasing Agent



CITY OF PORT ORANGE
EVALUATION SHEET for RANKING of PROFESSIONALS
INITIAL EVALUATION of WRITTEN PROPOSALS

RFP # 16-20 Disaster Debris Monitoring Services

Evaluation Committee Meeting

Meeting Date: May 31, 2016 @ 1:30 p.m.

Company Name	Evaluation Committee Members			Total Ranking Score	Final Rank
	Jordan Guido	Rick Wilson	Susan Lovallo		
DebrisTech, LLC	89	84	73	246	3
Tetra Tech, Inc.	93	80	80	253	2
Thompson Consulting Services	96	87	94	277	1

RECOMMENDATION OF AWARD	
1	Thompson Consulting Services
2	Tetra Tech, Inc.

Purchasing Manager: *Liana M. F.*



City of Port Orange, Florida



Disaster Debris Monitoring Services RFP #16-20

Proposal | Electronic | May 2016

complex world | CLEAR SOLUTIONS™

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■ Form 9.8-Vendor Application	
■ W-9 Form	

May 20, 2016

Ms. Diana M. Fye, CPPB, FCPA
Finance Department, City Hall
100 City Center Circle
Port Orange, FL 32129

Subject: **RFP #16-20 – Disaster Debris Monitoring Services**

Dear Ms. Fye and Members of the Evaluation Committee,

Tetra Tech, Inc. (Tetra Tech) is pleased to submit the enclosed proposal to provide debris monitoring services to the City of Port Orange (City). Tetra Tech (Est. 1966, 50 years in business) is a leading provider of consulting, engineering, and technical services worldwide and supports government and commercial clients by providing innovative solutions to complex problems focused on water, environment, energy, infrastructure, and natural resources. Our team of disaster recovery experts offers a unique integration of mitigation, emergency preparedness and planning, and disaster response and recovery management services, providing end-to-end solutions for the City. Our team is a recognized leader in disaster response and recovery and is well suited to assist the City for the following reasons:

- **Nationally Recognized Leader in Disaster Debris Monitoring and Unmatched Florida Disaster Response and Recovery Efforts.** Since 2004, our team has assisted more local governments with debris monitoring efforts after disasters than any other firm in the nation. Collectively, our team has overseen and managed recovery of *more than 69 million CY of debris* on behalf of at least 300 public-sector clients, resulting in excess of *\$3.5 billion in reimbursable costs* to our clients from the Federal Emergency Management Agency (FEMA), the Federal Highway Administration, the Natural Resources Conservation Service, and state regulatory agencies. Our team has assisted numerous communities in Florida with response and recovery efforts after Hurricanes Charley, Frances, Jeanne, Ivan, Dennis, Katrina, and Wilma and Tropical Storms Fay and Debbie. Counties including Broward, Clay, Collier, Escambia, Lake, Miami-Dade, Monroe, Pasco, Polk, Santa Rosa, and Sarasota as well as the Cities of Boca Raton, Fort Lauderdale, Marathon, Naples, Orlando, and Pensacola have called on our team to provide debris monitoring services and grant application, administration, and management. *Since 2004, our team has monitored collection and removal of almost 30 million CY of debris in Florida.* Additionally, we maintain 27 offices throughout the State of Florida, including approximately 500 staff across the state. Tetra Tech is proud of our experience in Florida and is committed to successfully managing all phases of debris removal for our clients following a debris-generating event.
- **History of Supporting Clients through All Phases of the Disaster Recovery Life Cycle.** Our team has successfully assisted 300 local and state government clients across the nation with planning for and recovering from natural and human-caused disasters and has extensive experience successfully managing multiple disaster response and recovery operations across the United States simultaneously. Our firm will mobilize an immediate and effective response team to restore the City's normal operations as quickly as possible. Our staff of industry experts will apply the necessary project controls to efficiently document and complete field work and provide follow-up support, including appeal development and closeout audit support months—and in some cases, years—after field work is complete.
- **RecoveryTrac™ Automated Debris Management System (ADMS) Technology.** RecoveryTrac™ allows our staff to monitor and manage a recovery effort electronically, increasing productivity while decreasing

Tetra Tech, Inc.

2301 Lucien Way, Suite 120, Maitland, FL 32751
Tel 321-441-8500 Fax 321-441-8501 tetratech.com

fraud, human error, and cost to the City. RecoveryTrac™ will give the City real-time debris collection tracking that provides accurate and timely reporting to City stakeholders. *RecoveryTrac™ was designed to provide real-time data on missed pickups, damage caused by debris haulers, waypoints for every pile of debris picked up, and street-level pass maps, which will meet the unique data needs of Port Orange.* Within the past three years, our team has successfully implemented the use of RecoveryTrac™ on over 30 projects completed in this time frame.

- **FEMA Reimbursement Experts.** Tetra Tech maintains a staff of reimbursement experts who have recovered millions of dollars of eligible FEMA Public Assistance reimbursement costs incurred by our clients. A key member of our team is **Mr. Dick Hainje**, former regional administrator of FEMA Region VII. As regional administrator of Region VII, Mr. Hainje led Region VII through 60 presidentially declared disasters in Kansas, Iowa, Nebraska, and Missouri and assisted Region IV with the 2004 Florida hurricane FEMA response. Mr. Hainje frequently meets with local government officials and FEMA Region IV on matters related to reimbursement policies. Another vital member of the Tetra Tech team is **Mr. Donald Kunish**, a Certified Emergency Manager with 16 years of experience. As the former deputy bureau chief for the Florida Division of Emergency Management, Mr. Kunish was responsible for managing Florida's hazard mitigation planning and grant programs, statewide emergency management all-hazards planning, and training and exercise programs.

Tetra Tech would be honored to serve as the City's debris monitoring services provider. We are fully prepared to provide the high quality service the City expects. For questions regarding this response, please contact our technical representative or the contractual representative listed below.

Technical representative:

Ms. Anne Cabrera

2301 Lucien Way, Suite 120, Maitland, FL 32751
(954) 559-4951 | anne.cabrera@tetrattech.com

Contractual representative:

Ms. Betty Kamara

2301 Lucien Way, Suite 120, Maitland, FL 32751
(407) 803-2551 | betty.kamara@tetrattech.com

Sincerely,

Tetra Tech, Inc.



Jonathan Burgiel
Vice President

SECTION B: FIRM AND STAFF QUALIFICATIONS

FIRM OVERVIEW



Tetra Tech, Inc. (Tetra Tech) is a leading provider of specialized management consulting and technical services, providing innovative planning and consulting services to government and industry, and focusing on cost-effective and sustainable solutions. The company was founded in 1966 and became a publicly traded company (NASDAQ-TTEK) in 1991. Tetra Tech is incorporated in the State of Delaware.

Tetra Tech is one of the leading firms in the nation in the field of disaster management and homeland security, with millions of dollars in revenue coming from contracts in such diverse areas as infrastructure hardening and protection; disaster recovery; emergency management, planning, and preparedness; community resilience; disaster recovery, and grant management. Our experience with incident management, emergency response, and emergency management dates back over 25 years.

With a team of over 200 dedicated emergency management specialists supported by more than 16,000 other professionals working in over 100 disciplines, Tetra Tech is one of the leading providers of emergency management and community resilience services. We are the largest emergency management consultancy, having served more state, local, and private sector clients than any other single company. Tetra Tech has the experience, expertise, and resources to service public and private sector clients alike through the entire continuum of addressing the devastating impacts of human-caused and natural events, including preparedness, mitigation, response, and recovery.

Dedicated to helping state and local governments plan for and recover from natural and human-caused disasters, our staff members offer a field-tested and proven methodology for emergency readiness, continuity planning, and disaster recovery. ***Our team is recognized for its ability to quickly respond to a broad range of emergencies, allowing our clients to return to the business of running their day-to-day operations.***

Likewise, our team's understanding of the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA) (including recent changes), and other reimbursement agencies' requirements for eligibility, documentation, and reimbursement helps clients receive the maximum reimbursement allowed. ***Our team has obtained over \$3.5 billion in reimbursement funds for our clients*** from federal agencies such as FEMA, FHWA, and the Natural Resources Conservation Service (NRCS). In total, our team has successfully managed the removal of and reimbursement for over ***69 million cubic yards (CYs) of debris*** as well as the ***demolition of over 5,000 uninhabitable residential and commercial structures.***

Within our proposal, we demonstrate the following:

- Our team is duly qualified to perform the scope of work outlined in the City of Port Orange's (City) request for proposal, as evidenced by our staff's extensive qualifications for many of the nation's most catastrophic disasters and our team's previous experience with disaster recovery in Florida over the past 12 years.

Tetra Tech Snapshot

Form of Business: Corporation

State of Incorporation: Delaware

Years in Business: 50



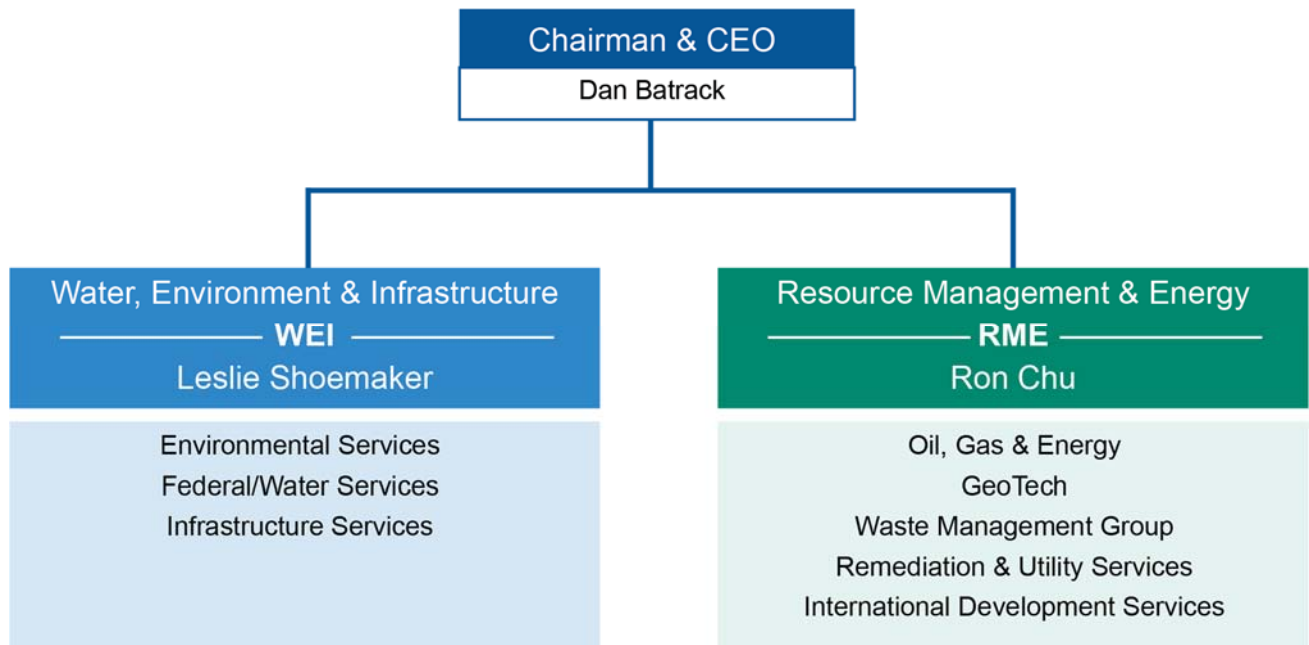
Section B: Firm and Staff Qualifications

- Our team is committed to providing the City with skilled resources within the time frames specified by the City, as evidenced by the depth of experience of our senior management team and project management team, their historical performance across the state, and our commitment to the City to perform in a timely manner.
- Our team offers a proven and successful technical and management approach that has been refined in disaster activations across the United States, including 13 projects with over 1 million CYs of debris, as evidenced by our team’s detailed scope of work and significant work history in the disaster response marketplace and within the state.
- Our team offers detailed reporting, real-time debris collection tracking, and mapping capabilities that are driven by our RecoveryTrac™ automated debris management system (ADMS) technology, which allows our staff to monitor and manage a recovery effort electronically in addition to increasing productivity while decreasing fraud, human error, and cost to the City.
- Our team has the financial resources and cash flow for a large and long-term recovery effort.

Company Ownership Structure

Tetra Tech is organized into two primary business units and operates from 400 offices worldwide, with regional emergency management and homeland security consultants located in Florida and throughout the U.S. Our corporate organizational chart has been included below. The Emergency Management and Community Resilience (EMCR) team falls under the Water, Environment & Infrastructure (WEI) unit, and management of this contract will also fall under this unit.

Exhibit B-1. Corporate Organizational Chart

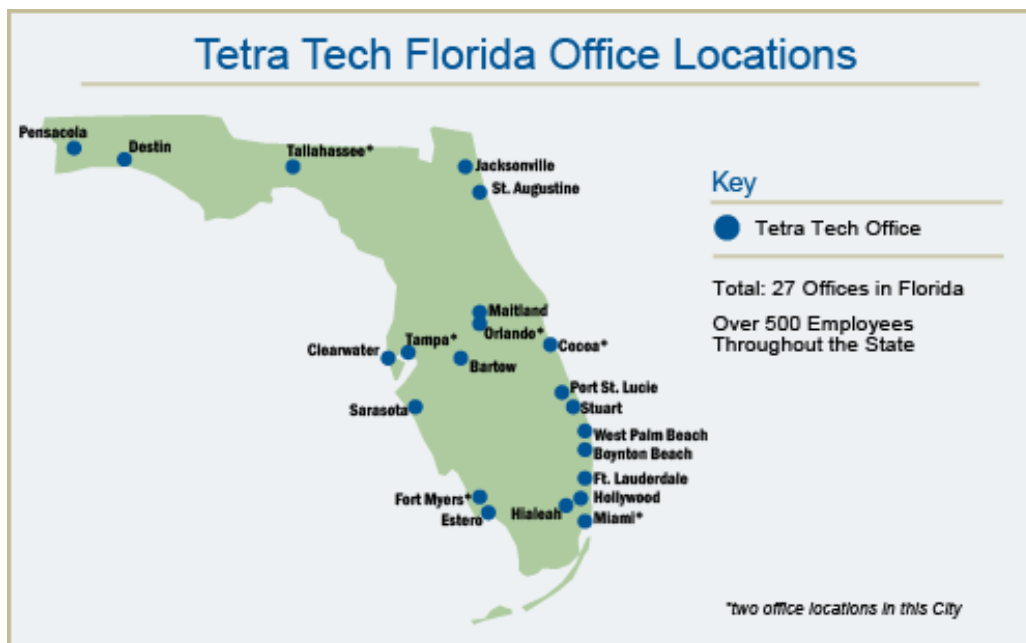


Office Locations

Tetra Tech conducts its operations in approximately 400 offices worldwide, including 215 offices located in 45 states, the District of Columbia, and various foreign countries.

As depicted in Exhibit B-2, Tetra Tech maintains 27 offices in the State of Florida. *The City's proposed project will be managed from our Maitland, Florida office.*

Exhibit B-2. Tetra Tech Florida Office Locations



KNOWLEDGE AND EXPERTISE IN DEBRIS MANAGEMENT

Throughout the course of the hundreds of debris management and grant management projects, our staff has administered for state and local governments across the United States, our team has developed a unique understanding of the FEMA organization and other regulatory agencies' policies and procedures. Our team maintains strong relationships with many of the lead federal coordinating officers, debris specialists, Public Assistance (PA) coordinators and officers, and other staff. Our team also understands the duties and responsibilities of emergency management personnel at the state and local level, which helps us build strong relationships. Our team has worked with hundreds of local government emergency management agencies and dozens of state emergency management organizations following disaster debris-generating events.

Our team has worked closely with FEMA and FHWA staff in the determination of debris eligibility, data requirements, project worksheet/detailed damage inspection report development, auditing of documentation, and reimbursement requirements.

Our approach includes partnering with our clients to establish and test the necessary plans and procedures before a disaster strikes and assisting with disaster response and recovery operations as well as post-disaster grant management. One of the keys to maintaining readiness in the field of disaster response and recovery is remaining active year-round. **Our team has responded to 16 major disaster declarations since 2011, totaling over 85 clients throughout the country.** Exhibit B-3 provides an abbreviated experience matrix for projects conducted in the past five years. *Tetra Tech can provide additional information upon request.*

Section B: Firm and Staff Qualifications

Exhibit B-3. Experience Matrix (2011–2016)

Event/Client	Year	Cubic Yardage	Comprehensive Contract Management	Collection Monitoring	Disposal Monitoring	Hazardous Waste Collection Monitoring	Leaner/Hanger/Stump Removal	DMS Environmental Support	Beach Remediation/Restoration	Right-of-Entry Administration	Marine/Waterway Debris Removal I	Data Collection/ Management/ Billing/ Invoicing	FEMA Compliance Monitoring & Audit Oversight	FEMA Reimbursement	Automated Debris Management System
WILDFIRES – 2015²															
Total Cubic Yards of Debris – 38,000 Total Clients – 4 Representative Projects:															
Lake County, CA	2015	38,000	■	■	■		■	■		■		■	■	■	■
Calaveras County, CA	2015	Ongoing	■	■	■		■	■		■		■	■	■	■
TORNADO – 2015²															
Total Cubic Yards of Debris – 8,800 Total Clients – 3															
Friendswood, TX	2015	8,800	■	■	■							■	■	■	■
Hays County, Texas	2015	Ongoing	■	■	■		■	■				■	■	■	■
Caldwell County, Texas	2015	Ongoing	■	■	■		■	■				■	■	■	■
FLOODING – 2015¹															
Total Cubic Yards of Debris – 293,750 Total Clients – 10 Representative Projects:															
City of Houston, TX	2015	240,725	■	■	■							■	■	■	■
Hays County, TX	2015	10,900	■	■	■		■	■				■	■	■	■
Town of Wimberley, TX	2015	18,922	■	■	■		■	■				■	■	■	■
Caldwell County, TX	2015	1,320	■	■	■		■	■				■	■	■	■
City of San Marcos, TX	2015	5,590	■	■	■		■	■				■	■	■	■
FLOODING – 2014															
Total Cubic Yards of Debris – 10,000 Total Clients – 1															
Escambia County, FL	2014	10,000	■	■	■							■	■	■	■
TORNADO – 2014															
Total Cubic Yards of Debris – 179,851 Total Clients – 2															
Limestone County, AL	2014	104,256	■	■	■		■	■				■	■	■	■
Blount County, AL	2014	75,595	■	■	■		■	■				■	■	■	■
ICE STORM – 2014															
Total Cubic Yards of Debris – 1,041,047 Total Clients – 7															
Augusta-Richmond County, GA	2014	645,970	■	■	■		■	■				■	■	■	■
Sumter County, SC	2014	104,722	■	■	■		■	■				■	■	■	■

¹ On-going debris collection operations

Section B: Firm and Staff Qualifications

Event/Client	Year	Cubic Yardage	Comprehensive Contract Management	Collection Monitoring	Disposal Monitoring	Hazardous Waste Collection Monitoring	Leaner/Hanger/Stump Removal	DMS Environmental Support	Beach Remediation/Restoration	Right-of-Entry Administration	Marine/Waterway Debris Removal I	Data Collection/ Management/ Billing/ Invoicing	FEMA Compliance Monitoring & Audit Oversight	FEMA Reimbursement	Automated Debris Management System
Dorchester County, SC	2014	91,850	■	■	■		■	■				■	■	■	■
Barnwell County, SC	2014	85,703	■	■	■		■	■				■	■	■	■
Colleton County, SC	2014	61,883	■	■	■		■	■				■	■	■	■
City of Sumter, SC	2014	35,424	■	■	■		■	■				■	■	■	■
Hampton County, SC	2014	15,495	■	■	■			■				■	■	■	■
FLOODING – 2013															
Total Cubic Yards of Debris – 140,000* Total Clients – 1															
Boulder County, CO	2013	140,000*	■	■	■		■	■		■		■	■	■	■
ICE STORM – 2013															
Total Cubic Yards of Debris – 100,664 Total Clients – 1															
City of Rapid City, SD	2013	100,664	■	■	■		■	■				■	■	■	■
ICE STORM – 2013															
Total Tons of Debris – 79,925 Total Clients – 1															
City of Sioux Falls, SD	2013	79,925*	■	■	■		■	■				■	■	■	■
HURRICANE SANDY – 2012															
Total Cubic Yards of Debris – 272,931 Total Clients – 13 Representative Projects:															
New Jersey Department of Environmental Protection	2012	193,706	■	■	■	■			■		■	■	■	■	■
Borough of Sayreville, NJ	2012	27,800	■	■	■	■		■				■	■	■	■
Town of Fairfield, CT	2012	13,300	■	■	■	■	■					■	■	■	
HURRICANE ISAAC – 2012															
Total Cubic Yards of Debris – 721,672 Total Clients – 5 Representative Projects:															
Jefferson Parish, LA	2012	270,136	■	■	■		■	■				■	■	■	
St. John the Baptist Parish, LA	2012	225,000	■	■	■	■	■	■				■	■	■	■
City of New Orleans, LA	2012	177,443	■	■	■		■	■				■	■	■	
TROPICAL STORM DEBBY – 2012															
Total Cubic Yards of Debris – 7,253 Total Clients – 3 Representative Projects:															
Clay County, FL	2012	3,777		■	■							■	■		
Pasco County, FL	2012	2,583		■	■							■	■		
HURRICANE IRENE – 2011															
Total Cubic Yards of Debris – 573,200 Total Clients – 22 Representative Projects:															
Dare County, NC	2011	145,700		■	■							■	■	■	

Section B: Firm and Staff Qualifications

Event/Client	Year	Cubic Yardage	Comprehensive Contract Management	Collection Monitoring	Disposal Monitoring	Hazardous Waste Collection Monitoring	Leaner/Hanger/Stump Removal	DMS Environmental Support	Beach Remediation/Restoration	Right-of-Entry Administration	Marine/Waterway Debris Removal I	Data Collection/ Management/ Billing/ Invoicing	FEMA Compliance Monitoring & Audit Oversight	FEMA Reimbursement	Automated Debris Management System
VA Dept. of Transportation	2011	132,600		■	■		■					■	■	■	
Lenoir County, NC	2011	127,000		■	■							■	■	■	
City of Virginia Beach, VA	2011	55,600		■	■		■					■	■	■	
Henrico County, VA	2011	26,950		■	■		■					■	■	■	
TEXAS DROUGHT & WILDFIRES – 2011															
Total Cubic Yards of Debris – 990,868 Total Clients – 2															
Bastrop County, TX	2011	773,068		■	■		■			■		■	■	■	
City of Houston, TX	2011	271,800		■	■		■					■	■	■	■
NOR'EASTER (WINTER STORMS) – 2011															
Total Cubic Yards of Debris – 1,787,201 Total Clients – 19 Representative Projects:															
CT Dept. of Transportation	2011	436,410		■	■		■					■	■	■	
Town of West Hartford, CT	2011	321,682		■	■		■					■	■	■	
Town of South Windsor, CT	2011	234,764		■	■		■					■	■	■	
Town of Enfield, CT	2011	189,090		■	■							■	■	■	
Town of Manchester, CT	2011	153,575		■	■		■					■	■	■	
TORNADOES – 2011															
Total Cubic Yards of Debris – 61,458 Total Clients – 4 Representative Projects:															
USACE/Elmore County, AL	2011	33,220		■	■		■								
USACE/Tuscaloosa County, AL	2011	18,878		■	■		■								

* Cubic yardage volume converted from tons using FEMA conversion ratio

Florida Debris Monitoring Experience

In addition to the projects listed above, our team has assisted numerous communities in Florida with response and recovery efforts following Hurricanes Charley, Frances, Jeanne, Ivan, Dennis, Katrina, and Wilma. Our team has been called upon by Collier, Lake, Miami-Dade, Monroe, Pasco, Polk, Santa Rosa, Sarasota, and Volusia Counties as well as the Cities of Boca Raton, Daytona Beach, Fort Lauderdale, Marathon, Naples, Pembroke Pines, Pensacola, Plantation, and Sarasota to provide debris monitoring services and grant application, administration, and management. **Since 2004, our team has monitored the collection and removal of almost 30 million CYs of debris in Florida.** Tetra Tech is proud of our experience in Florida and is committed to successfully managing all phases of debris monitoring for our clients following a debris-generating event.

Section B: Firm and Staff Qualifications

Exhibit B-4 provides an abbreviated list of projects completed in Florida that are similar in scope and complexity to the service required by the City of Port Orange, including volume of debris collected and the monitoring services rendered. *Tetra Tech can provide additional information upon request.*

Exhibit B-4: Previous Experience in Florida

Event/Client	Year	Cubic Yardage	Comprehensive Contract Management	Collection Monitoring	Disposal Monitoring	Hazardous Waste Collection Monitoring	Leaner/Hanger/Stump Removal	DMS Environmental Support	Beach Remediation/Restoration	ROE Administration	Marine/Waterway Debris Removal I	Data Collection/ Management/ Billing/ Invoicing	FEMA Compliance Monitoring & Audit Oversight	FEMA Reimbursement
TROPICAL STORM DEBBY – 2012														
Total Cubic Yards of Debris – 7,253 Total Clients – 3														
Clay County, FL	2012	3,777		■	■							■	■	
Pasco County, FL	2012	2,583		■	■							■	■	
New Port Richey, City of, FL	2012	893		■	■							■	■	
TROPICAL STORM FAY – 2008														
Total Cubic Yards of Debris – 50,000 Total Clients – 3 Representative Florida Projects:														
St. Johns County, FL	2008	30,000		■	■							■		
Leon County, FL	2008	20,000		■	■							■		
GROUNDHOG DAY TORNADOES – 2007														
Total Cubic Yards of Debris – 281,000 Total Clients – 2														
Lake County, FL	2007	144,000	■	■	■	■	■	■			■	■	■	■
Volusia County, FL	2007	137,000	■	■	■		■	■				■	■	■
HURRICANE WILMA – 2005														
Total Cubic Yards of Debris – 8,914,000 Total Clients – 17 Representative Florida Projects:														
Miami-Dade County, FL	2005	3,000,000	■	■	■	■	■					■	■	■
Pembroke Pines, City of, FL	2005	930,000		■	■	■	■						■	■
Fort Lauderdale, City of, FL	2005	901,000	■	■	■	■	■		■		■	■	■	■
Plantation, City of, FL	2005	811,000		■	■		■	■				■	■	■
Boca Raton, City of, FL	2005	646,000	■	■	■							■	■	■
Hollywood, City of, FL	2005	600,000		■	■		■					■	■	■
Naples, City of, FL	2005	400,000		■	■	■	■	■		■	■	■	■	■
HURRICANE RITA – 2005														
Total Cubic Yards of Debris – 4,810,000 Total Clients – 3 Representative Florida Projects:														
Monroe County, FL	2005	200,000	■	■	■	■			■		■	■	■	■
HURRICANE KATRINA – 2005														

Section B: Firm and Staff Qualifications

Event/Client	Year	Cubic Yardage	Comprehensive Contract Management	Collection Monitoring	Disposal Monitoring	Hazardous Waste Collection Monitoring	Leaner/Hanger/Stump Removal	DMS Environmental Support	Beach Remediation/Restoration	ROE Administration	Marine/Waterway Debris Removal I	Data Collection/ Management/ Billing/ Invoicing	FEMA Compliance Monitoring & Audit Oversight	FEMA Reimbursement
Total Cubic Yards of Debris – 9,942,000 Total Clients – 11 Representative Florida Projects:														
Miami-Dade County, FL	2005	2,500,000	■	■	■			■						
Plantation, City of, FL	2005	450,000		■	■		■	■				■	■	■
Fort Lauderdale, City of, FL	2005	400,000	■	■	■	■	■				■	■	■	■
Hollywood, City of, FL	2005	360,000		■	■		■					■	■	■
Monroe County, FL	2005	200,000	■	■	■	■			■		■	■	■	■
HURRICANE DENNIS – 2005														
Total Cubic Yards of Debris – 3,917,267 Total Clients – 5 Representative Florida Projects:														
Santa Rosa County, FL	2005	1,708,085	■	■	■							■	■	■
Escambia County, FL	2005	1,589,182	■	■	■		■	■	■	■	■	■	■	■
Pensacola, City of, FL	2005	400,000	■	■	■		■	■	■		■	■	■	■
Monroe County, FL	2005	200,000	■	■	■	■					■	■	■	■
HURRICANE JEANNE – 2004														
Total Cubic Yards of Debris – 350,000 Total Clients – 2														
Orlando, City of, FL	2004	250,000	■	■	■		■	■				■	■	■
Lake County, FL	2004	100,000	■	■	■		■					■	■	■
HURRICANE IVAN – 2004														
Total Cubic Yards of Debris – 7,475,554 Total Clients – 3														
Escambia County, FL	2004	5,385,084	■	■	■		■		■	■	■	■	■	■
Pensacola, City of, FL	2004	1,381,670	■	■	■		■			■	■	■	■	■
FL Dept. of Transportation	2004	708,800	■	■	■							■	■	■
HURRICANE FRANCES – 2004														
Total Cubic Yards of Debris – 500,000 Total Clients – 2														
Orlando, City of, FL	2004	300,000	■	■	■		■	■				■	■	■
Boca Raton, City of, FL	2004	200,000	■	■	■							■	■	■
HURRICANE CHARLEY – 2004														
Total Cubic Yards of Debris – 1,652,200 Total Clients – 2														
Orlando, City of, FL	2004	1,035,500	■	■	■		■	■				■	■	■
Lake County, FL	2004	616,700	■	■	■		■					■	■	■
TROPICAL STORM GABRIELLE – 2001														
Total Cubic Yards of Debris – 150,000 Total Clients – 1														

Event/Client	Year	Cubic Yardage	Comprehensive Contract Management	Collection Monitoring	Disposal Monitoring	Hazardous Waste Collection Monitoring	Leaner/Hanger/Stump Removal	DMS Environmental Support	Beach Remediation/Restoration	ROE Administration	Marine/Waterway Debris Removal I	Data Collection/ Management/ Billing/ Invoicing	FEMA Compliance Monitoring & Audit Oversight	FEMA Reimbursement
Sarasota County, FL	2001	150,000	■	■	■							■	■	■

Disaster Recovery Program Management Services

As a result of our successful performance on past projects, our team has become a national leader in providing management and support documentation for the following:

- Emergency road clearance
- Curbside debris collection
- Operation of citizen drop-off sites
- Demolition of uninhabitable structures
- Data management and invoice reconciliation
- Execution of private property debris removal (PPDR) programs
- Oversight of debris management sites (DMS)
- Final debris disposal at a landfill or other end use
- Conflict and damage resolution
- Truck certification
- Right-of-entry (ROE) administration

Special Programs Management

Our team is experienced with all facets of the debris removal monitoring industry, including special disaster recovery program management services. Some examples of special programs our team has managed and administered include the following:

- Animal carcass removal and disposal
- Asbestos abatement
- Beach remediation/restoration
- Construction and demolition debris
- Creosote piling
- Disposal site management
- Drainage and canal debris removal
- E-wastes
- Food waste removal
- Hazardous waste debris removal
- Leaner, hanger, and stump removal
- Marine/waterway debris removal
- Private property demolition/debris removal
- Nuisance abatement ordinance administration
- Saltwater killed tree removal
- Subsurface storm drain debris removal
- Vessel and vehicle recovery
- Wetland and parkland debris
- White goods debris removal
- Woodchips/ashes

Experience Coordinating with Federal, State, and Local Funding Sources and Reimbursement Processes

Throughout the course of the hundreds of debris management and grant management projects that our staff has administered for state and local governments across the United States, our team has developed a unique understanding of the FEMA organization and other regulatory agencies' policies and procedures. Our team maintains strong relationships with many of the lead federal coordinating officers, debris specialists, PA coordinators and officers, and other staff. Our team also understands the duties and responsibilities of emergency management personnel at the state and local level, which helps us build strong relationships. Our team has worked with hundreds of local government emergency management agencies and dozens of state emergency management organizations following disaster debris-generating events.

Our team has worked closely with FEMA and FHWA staff in the determination of debris eligibility, data requirements, project worksheet (PW)/detailed damage inspection report development, auditing of documentation, and reimbursement requirements. This includes providing step-by-step assistance to clients throughout the FEMA reimbursement process.

To maximize PA funding for our clients, our staff members maintain a working relationship with FEMA at the headquarters, regional, and local levels. Constant communication and regular interface with FEMA allows our team to obtain quick responses on disaster-specific guidance and issues.

Moreover, Tetra Tech maintains a full-time staff to assist our clients in obtaining reimbursement. **Mr. Dick Hainje**, former regional administrator of FEMA Region VII, has been responsible for deploying and managing over 2,000 emergency management employees following disasters and created a long-term community recovery process for FEMA Region VII. Mr. Hainje has assisted our clients with navigating the reimbursement process and obtaining clarification on FEMA policies. Mr. Hainje was also the director of operations for Hurricane Charley, which struck Florida in 2004. He was responsible for the entire Florida operations division, which at the time was the largest deployment in FEMA's history. Following the four hurricanes that struck Florida, Mr. Hainje served as director of emergency housing, which was the largest emergency housing operation in more than a decade.

Another vital member of the Tetra Tech team is **Mr. Donald Kunish**, a Certified Emergency Manager with 16 years of Florida-based experience. As the former deputy bureau chief for the Florida Division of Emergency Management, he was responsible for managing Florida's hazard mitigation planning and grant programs, statewide emergency management all-hazards planning, and training and exercise programs.

Additionally, our data management and document storage procedures are tailored to facilitate FEMA's review of the generation of PW versions throughout the project. ***Our FEMA appeals and funding specialists have worked with FEMA closeout officers to obtain millions of previously deobligated dollars for communities.***

In the field, our operations managers and field supervisors fully understand FEMA rules and regulations for hand-loaded vehicles; stump, limb, and tree removal at unit rates; volumetric load calls at temporary disposal site locations; and right-of-way (ROW) debris removal eligibility. This allows us to monitor contracts to the smallest detail while concurrently managing and documenting the operation using proven methodologies that maximize FEMA reimbursement. ***Our understanding of reimbursement agencies' requirements for eligibility, documentation, and reimbursement has helped our clients obtain over \$3.5 billion in reimbursement funds from federal agencies such as FEMA, FHWA, and the NRCS.***

WHAT DO OUR CLIENTS SAY?

"Your team assisted us with FEMA PA Grant Program application and administration, FHWA ER technical assistance, FEMA HMGP grant application, and HUD CDBG-DR project identification, technical assistance, and application development representing a combined estimated \$280 million in federal grants—the largest grant application in Boulder County's history.

Boulder County has been very pleased by the work of your team and would absolutely recommend them to any other state or local government agency in the aftermath of a disaster."

**Michelle Krezek, Commissioners' Deputy
Boulder County, Colorado**

SIMILAR PROJECTS

Similar to the services being requested by the City, our team has successfully assisted over 300 clients with recovering from the damaging effects of hurricanes, tropical storms, tornadoes, floods, and ice storms across the country. Our efforts have allowed our clients to maintain their focus on continuing daily operations while relying on us to oversee the management of debris removal operations and federal reimbursement in compliance with FEMA and FHWA guidelines and reimbursement procedures.

The following projects are a representative sample of our experience and accomplishments in performing services that are similar in scope, complexity, and magnitude to the City within the past 2 years.

Arboricultural and Disaster Management Services – Valley Fire Lake County, California



The Valley Fire began September 12, 2015, in Lake County and burned 76,067 acres in Lake, Napa, and Sonoma Counties prior to being fully contained. A total of 1,958 structures were ultimately destroyed, and the intensity of the Valley Fire destroyed many trees. The Valley Fire created conditions likely to result in sliding, falling, and rolling trees landing in roadways and trails or on structures, causing property damage and roadway blockages. After an RFP process, Lake County contracted with Tetra Tech to manage the process of assessing dead trees that threaten County roadways and County-maintained right-of ways. Using in-house arborists as well as sub-contracted arborists, Tetra Tech deployed survey

teams composed of a certified arborist and two field inspectors to identify and document fire-damaged trees. Surveyed trees were documented in a geospatial inventory using Tetra Tech's RecoveryTrac™, providing the County with a database of all trees marked for removal.

In the second phase of the project (currently underway), Tetra Tech is monitoring and documenting the removal of all previously surveyed hazardous trees by the County's debris removal contractor.

Reference:

Duration: September 2015–Ongoing

Mr. Lars Ewing, Assistant Public works Director

Phone: (707) 263-2341 | Email: lars.ewing@lakecountyca.gov

Disaster Debris Monitoring – EF2 Tornado City of Friendswood, Texas



In the early morning hours of October 31, 2015, an EF2 tornado severely damaged several Friendswood homes and left public roads blocked by downed trees, powerlines, and other debris. Within 12 hours of the disaster, Tetra Tech responded to the City, sending a project manager immediately to the site. The project manager was able to assess the damage and meet with Friendswood officials. Upon notice-to-proceed, our firm mobilized a local team of debris monitors and established our ADMS for the City, focusing on the tornado path boundaries. Through the RecoveryTrac™ portal, City officials were able to observe the contracted debris hauler in real time, track task orders, and administer assistance to the citizens of Friendswood

affected by the aftermath of the tornado.

The City of Friendswood, Texas is a long-time client, and our firm has maintained contact with and assisted the City in times of normalcy in addition to pre- and post-disaster situations. Since 2007, Tetra Tech has supported the City on multiple projects, including debris monitoring after Hurricane Ike in 2008, Community Development Block Grant-Disaster Recovery (CDBG-DR) application development, and most recently, disaster debris monitoring in 2015.

Reference:

Duration: November 2015–Ongoing

Mr. Brian Mansfield, Assistant Emergency Management Coordinator
Phone: (832) 875-2365 | Email: b.mansfield@ci.friendswood.tx.us

Disaster Debris Management Plan and Debris Monitoring – Hurricane Wilma/Straight-Line Wind Collier County, Florida



In the spring of 2006, nearly six months after Hurricane Wilma struck Collier County, Florida, damage assessments revealed that waterways throughout the County contained storm-generated hazardous debris, which caused impediments and obstructions to the natural flow of watershed drainage. Collier County determined that an estimated 47 miles of waterways and canals were affected and required debris removal. Our team was awarded the contract after Collier County observed our specialized work with the Naples Airport during a similar scope of services on the Gordon River. Under contract with Collier County and the regulatory direction of the NRCS, our team successfully managed

the environmentally sensitive debris removal operation while providing daily progress reports that included debris concentration maps, debris removal tracking maps that included GPS coordinates, before and after photographs, and debris quantity tracking spreadsheets. These reports were generated daily and compiled on a weekly basis and discussed at a weekly meeting with representatives from NRCS and Collier County.

Another important function of the monitoring services provided by our team under this engagement was the enforced observance of special considerations set forth by the contract. Special considerations included the preservation of the embankments, the protection of endangered species (mangroves), and the restoration of the natural flow of water.

Section B: Firm and Staff Qualifications

Since Tetra Tech's work for Collier County after Hurricane Wilma, our team has maintained a true partnership with the County in helping prepare for the next potential event. The County holds an annual War Games to prepare County and municipality staff as well as other agency and private sector partners for what to expect and what actions to take following a hurricane or other disaster event. Tetra Tech has been an active participant in this annual event for years and has helped lead the training for all participants. Tetra Tech also recently completed an update of Collier County's Disaster Debris Management Plan.

In January 2016, Collier County was forced to manage debris after a straight-line windstorm left a swath of damaged and downed trees across the County. The County tasked Tetra Tech with the rapid ramp-up to monitor disposal of debris from the impacted areas. Tetra Tech worked for the County for a three-week period and monitored and documented the contractor's removal of over 44,000 CYs of vegetative debris during this brief time-frame. Tetra Tech used RecoveryTrac™ to document quantities of debris and provided ADMS units to County code-enforcement staff to assist with damage assessments. Tetra Tech provided daily reports to the County project leadership, and the County was especially appreciative of the timely and accurate information that allowed them to make quick decisions and ultimately conduct an efficient and effective cleanup for Collier County residents.

Reference:

Duration: Spring 2006–2016

Ms. Sue Zimmerman, Senior Property Acquisition Specialist
Phone: (239) 252-2622 | Email: suezimmerman@colliergov.net

Disaster Debris Monitoring – Flooding Hays County, Texas



In May 2015, the State of Texas experienced one of the most severe weather events in Texas history, culminated by a record-breaking flood on Memorial Day weekend. An estimated 35 trillion gallons of rain fell during that time, enough to cover the entire state with 8 inches of water. Tetra Tech, recognizing the devastating impacts that the weather events would have on local governments, mobilized senior staff within hours of the first available damage reports. As floodwaters receded, our staff began field operations throughout the state, including eight projects in Central Texas. Our clients included Hays, Blanco, and Caldwell Counties, which were among the State's most heavily impacted areas.

Within 48 hours of a notice-to-proceed, Tetra Tech had fully staffed all eight projects with trained monitors, assisted in the opening of three Central Texas disposal locations, mobilized nearly 200 ADMS units, and began assisting our clients with FEMA PA coordination and debris hauler procurement. Our familiarity with our Texas clients coupled with our responsiveness allowed affected communities to maximize reimbursement while minimizing operational and project initiation delays that are typical of an unprepared firm.

Reference:

Duration: May 2015–Ongoing

Mr. Mark Kennedy, General Council
Phone: (512) 393-2219 | Email: mark.kennedy@co.hays.tx.us

Disaster Debris Monitoring – Flooding Barnwell County, South Carolina



Following the impact of Winter Storm Pax in February 2014, Barnwell County retained the services of our team to monitor and document the removal of all debris collected within the County and guide them through the FEMA reimbursement process. With FEMA damage assessments underway, our senior management team, recruiters, and field staff began hiring and training local monitors within the County.

The use of our ADMS, RecoveryTrac™, enabled our staff to maximize field efficiency while allowing the County's debris hauler to operate at maximum capacity. This allowed the majority of the debris collection to occur during the first 30 days following the incident period and made it

possible for Barnwell County to take advantage of the increased federal funding available under the Sandy Recovery Improvement Act sliding scale.

In 33 days of total field operations, our team certified 98 debris hauling vessels and bucket trucks, monitored the collection of almost 86,000 CYs of debris, and monitored the removal of 17,895 hanging limbs and 559 leaning trees.

Reference:

Duration: March 2014–April 2014

Mr. Roger Riley, Emergency Management Director
Phone: (803) 541-2013 | Email: riley@barnwellsc.com

KEY PERSONNEL

Tetra Tech has drawn from our large pool of resources to assemble a team of experienced disaster recovery, emergency management, infrastructure, and grant management specialists who possess hands-on experience in recent disasters and emergencies as well as prevention, mitigation, preparedness, response, and recovery programs. Our disaster recovery professionals are uniquely familiar with the policies, procedures, and requirements associated with providing disaster recovery services subject to FEMA, FHWA, U.S. Department of HUD, NRCS, and other federal agency reimbursement programs.

Our team's extensive experience leading organizations; shaping policy; successfully working with diverse stakeholders and elected leaders; and leading response and long-term recovery efforts in response to some of the most notable incidents and disasters in our nation's history provides our team with insights not easily gained and ensures an in-depth knowledge of smart practices and the ability to provide clients with achievable, customized solutions.

Tetra Tech understands that our clients and prospective clients need assurances that they will receive the highest level of service. Tetra Tech is committed to providing a consistent and coordinated team to successfully complete this proposed project.

Tetra Tech is recognized for its ability to quickly and effectively respond to disaster program management projects. Following many of the nation's worst disasters, the Tetra Tech team mobilized hundreds—in some cases, thousands—of staff across the nation. In many cases, Tetra Tech has responded to its clients within 24 hours of receiving notice-to-proceed and has fully staffed projects within 14 days.

Tetra Tech is committed to providing the City with a dedicated and consistent project management team that will expedite recovery efforts in the City by establishing a coordinated and organized approach to debris removal.

Professional Certifications, Training, and Licensing

Tetra Tech is committed to providing our customers with quality technical products and services while meeting the highest level of ethical and regulatory standards and performance in our jobs. In addition, our environmental health and safety program helps our business operate in a manner that protects the health and safety of our employees, customers, business partners, community neighbors, and the environment.

Tetra Tech remains abreast of the latest guidance, issues being debated, and current best practices through participation in expert groups, attendance in training and conference sessions, and working with national experts in disaster recovery operations, emergency management, national security, information technology, public health, transportation, and critical infrastructure protection.

Our proposed team possesses many of the key certifications necessary to provide quality technical services and have attended numerous training courses related to debris operations and emergency management. Some of these include, but are not limited to:

- Occupational Safety and Health Administration (OSHA) Disaster Site Worker Course
- OSHA 10-Hour Construction Safety Certification
- OSHA 40-Hour HAZWOPER Certification
- G-202 Debris Management
- Homeland Security Exercise and Evaluation Program (HSEEP)
- IS 100: Introduction to Incident Command System
- IS-120: Introduction to Exercises
- IS-200: Basic Incident Command
- IS-547: Introduction to Continuity of Operations (COOP)
- IS-631: Public Assistance Operations I
- IS-632: Introduction to Debris Operations
- IS-634: Introduction to FEMA's Public Assistance Program
- IS-700: National Incident Management System
- IS-800: National Response Program
- Intermediate Workzone Traffic Control (FDOT)
- Mass Casualty Incident Manager Certification

Additionally, all collection and disposal managers and field supervisors must attend a debris monitoring training session prior to working. These training sessions are delivered by experienced trainers and provide the information required to facilitate accurate field monitoring. Tetra Tech also conducts daily "tailgate" safety sessions with field employees to alert them of potential work hazards and review safe work practices.

Proposed Staff

Senior Management Team

Our senior management team will provide expert oversight and assistance at critical junctures and is prepared to assist the project management team for the duration of any disaster recovery operation. These individuals bring decades of disaster debris monitoring and reimbursement expertise.

- **Jonathan Burgiel** has over 30 years of experience in solid waste and disaster recovery. His disaster-related work has included serving as principal in charge of over 30 projects, helping clients throughout the country prepare for, respond to, and recover from natural and human-caused disasters. Mr. Burgiel has provided senior management leadership to the New Jersey Department of Environmental Protection (NJDEP) (Hurricane Sandy); State of Connecticut (Hurricane Sandy); State of Louisiana (Hurricane Isaac); City of New Orleans, Louisiana (Hurricane Katrina Residential Demolition Program); Harris County, Texas (Hurricane Ike); and Miami-Dade County, Florida (Hurricanes Katrina and Wilma), to name a few.
- **Ralph Natale** has overseen response to some of the country's largest debris-generating disasters. He has served as principal in charge for more than 55 projects, managing the removal of over 15 million CYs of debris and over 500,000 hazardous trees. His experience dates back to 2005 following Hurricane Wilma, where he assisted the City of Naples and Collier County with disaster recovery operations when Hurricane Wilma struck his Naples home. He has served as a debris specialist and grant consultant for state and local governments during his nine-year career in the disaster debris industry, including for the State of Connecticut Emergency Operations Debris Task Force following Hurricane Irene and Winter Storm Alfred and the City of New Orleans, Louisiana, following Hurricane Isaac.
- **Oliver Yao** has 10 years of disaster recovery experience and has supported response efforts to some of the largest disasters to affect the United States, including Hurricanes Katrina, Ike, and Sandy. Mr. Yao is currently responsible for the operational oversight of field projects, which includes ADMS implementation, logistics management, safety protocols, and senior management of data and reimbursement support. Mr. Yao has developed a team of seasoned data managers trained on the standard operating procedures he has developed to support project closeout and audit. Mr. Yao is a leading subject matter expert in reimbursement documentation and closeout audit support. In addition, Mr. Yao has assisted numerous local governments in Florida with FEMA appeals following Hurricanes Charley, Frances, Jeanne, and Wilma.
- **Jeff Dickerson** has more than 20 years of experience in program management and information technology and is the principal system architect of our ADMS, RecoveryTrac™. Mr. Dickerson has managed numerous large disaster response operations with over 1,000 field monitors, coordinated the operation of 24-hour data processing centers (some with nearly 100 personnel), and provided technical support for a debris management database to track over 1,000 trucks and the documentation for over 5 million CYs of debris brought to clients' DMS. Mr. Dickerson has led deployment and logistics efforts for some of the firm's largest debris monitoring efforts.
- **John Buri** is a versatile emergency management, disaster mitigation, response and recovery, and grant management professional with 12 years of experience. Mr. Buri has provided senior management oversight on 16 major disasters declarations for over 100 clients since 2007, representing over \$1 billion in disaster-related grants. He has responded to numerous large-scale activations and engages with FEMA and state regulatory agencies and debris contractors in addition to providing FEMA PA consulting for all tasks and activities associated with each disaster recovery operation.
- **Dick Hainje** serves as a senior advisor and the former administrator of FEMA Region VII, where he led the region through 60 presidentially declared disasters. Mr. Hainje was the director of operations for Hurricane Charley and was responsible for the entire Florida operations division, which at the time was the largest deployment in FEMA's history. His extensive experience working with senior first responders as well as local, state, and federal elected officials during times of crisis has included providing full briefings to the president of the United States five times at the scene of major disaster operations. He was responsible for creating a long-term community recovery process for FEMA Region VII, which provides heavily impacted communities the opportunity to go through a FEMA-sponsored planning process after a catastrophic incident. Following Hurricane Katrina in 2005, Mr. Hainje was asked by Secretary Chertoff to serve as the deputy Principal Federal Official for the Mid-Atlantic States, where he was involved with every aspect of preparation for all of the states from Georgia to Delaware, including leading major hurricane preparation exercises in FEMA Region IV and FEMA Region III.

Project Management Team

In addition to our senior management team, our dedicated project management team consists of disaster recovery professionals who are uniquely familiar with the policies, procedures, and requirements associated with providing disaster recovery services. ***Tetra Tech's staff members constitute an integrated team with unparalleled skills and experience that is uniquely qualified to manage the debris monitoring operations.***

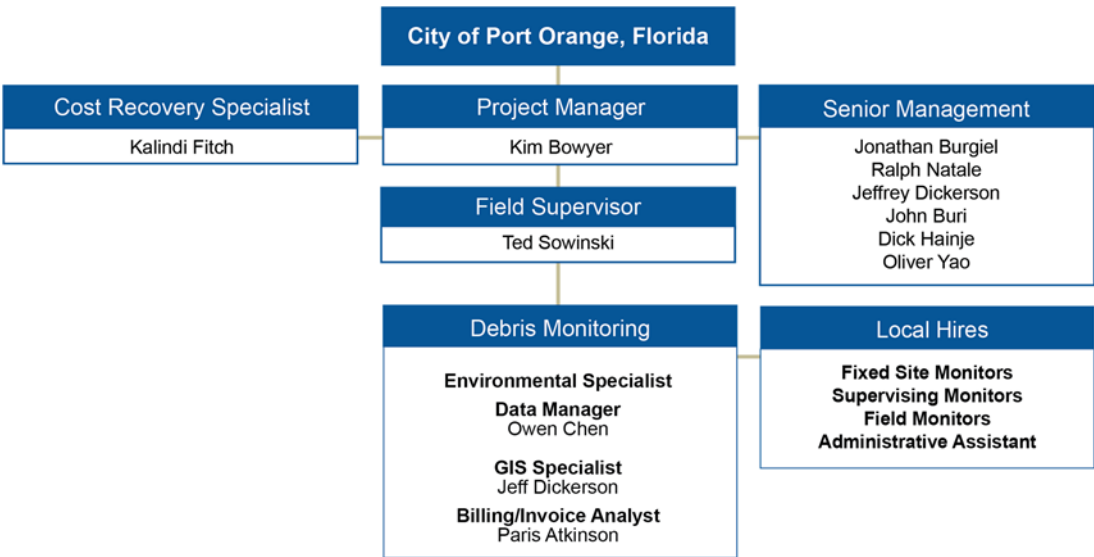
- **Kim Bowyer** will serve as will serve as project manager and will be responsible for implementation of the specific programs tasked by the City. He will be responsible for program oversight, task order preparation, forecasting, and quality assurance. He will also manage all interactions with the City during times of normalcy, including any pre-season meetings and trainings. Mr. Bowyer will also serve as a consistent point of contact for the City's debris managers and will provide a bridge between any preparedness and post-disaster response activities. Mr. Bowyer is an industry expert in large-scale mobilizations, project staffing, and debris monitoring operations and has extensive experience in disaster debris program management support under FEMA's PA Grant Program. Mr. Bowyer is also experienced in all aspects of disaster planning and recovery, including mobilizing response teams, permitting debris management site locations, public information, call center operations, private property ROE administration, waterway cleanup, and residential/commercial demolition.
- **Kalindi Fitch** will serve as cost recovery specialist and will be responsible for preparing and processing grant payments, monitor PA grant activities, coordinate and communicate with stakeholders, maintain contracts and records, and prepare correspondence when necessary. Ms. Fitch is extremely knowledgeable of grant management; is able to work with state, federal, and local officials; and is customer service-oriented. Ms. Fitch has over five years of experience applying for multiple federal grant programs, including FEMA PA, Hazard Mitigation Grant Program (HMGP), and Community Development Block Grant Disaster Recovery (CDBG-DR) Programs. Ms. Fitch is assisting Napa County, California with the overall management, delivery, and implementation of PA consulting services.
- **Ted Sowinski** will serve as field supervisor and will be responsible for the quality control of debris site/tower monitors, field coordinators, and project inspectors and ensuring that all documentation that is being captured is FEMA-compliant during debris removal operations. Mr. Sowinski has over six years of field experience helping clients respond to and recover from hurricanes, tornadoes, and ice storms. Mr. Sowinski recently served as operations manager for hazardous tree mitigation program for Lake County, California, following the catastrophic fires that impacted the area. Additionally, he was also deployed as ADMS operations manager for Hays County, Texas, following the May 2015 flooding, where our team monitored the removal of 45,000 yards of debris. He has also served as field supervisor for debris monitoring efforts for City of New Orleans and St. John the Baptist Parish, Louisiana (Hurricane Isaac); Henrico County, Virginia (Hurricane Irene); Bolivar Island/Galveston, Texas (Hurricane Ike); and the City of Norman, Oklahoma (Winter Storm 2007).
- **Owen Chen** will serve as data manager and will be responsible for multiple functions during debris removal activities, including reporting and quality assurance/quality control of all ADMS documentation in the field along with storing the documentation in preparation for future audits. He will validate documentation and metrics being reported as accurate and on-schedule. Mr. Chen is a data manager for Tetra Tech, Inc., where his understanding of FEMA eligibility and documentation requirements for PA debris removal programs has aided him in quality control and oversight of many large projects over the last four years. Mr. Cook has focused on providing complete auditable datasets that maximize reimbursement and are PW-ready. Currently, Mr. Chen is assisting Calaveras County, California, with its hazardous tree mitigation program following the catastrophic fires that impacted the County.
- **Jeff Dickerson** will serve as GIS specialist. Mr. Dickerson brings over 20 years of experience in program management, with extensive experience in technical organizational management, training, and readiness exercises. Mr. Dickerson's specialized skill sets will be needed to support several functions during debris removal, including production of maps or overlays used as a quality control function for our data manager or project manager to be utilized as custom reports requested by the City. This may also include field audits or

analysis of disposal data as needed. Mr. Dickerson has managed numerous large disaster activities with over 1,000 field monitors, coordinated the operation of around-the-clock data processing centers (some with over 90 personnel), and provided technical support for a debris management database to track the over 1,000 trucks and documentation for over 5 million CYs of debris brought to the client's DMS using our ADMS.

- **Paris Atkinson** will serve as billing/invoice analyst and will work with our data manager to enter, tabulate, and organize collection and disposal data into FEMA-required formats. She will develop regular updates on the quantities and types of debris collected and will provide quality assurance and quality control processes for the review and verification of field and debris contractor-provided data in support of invoices. Ms. Atkinson has nine years of experience leading regional data management and invoice reconciliation efforts for some of the most significant disasters to have impacted this country in recent years. Specifically, she led a team of data managers and invoice reconciliation analysts to support response to Winter Storm Pax, Hurricane Sandy, and Hurricane Isaac. Earlier this year (January 2016), Ms. Atkinson provided program management services, including ADMS technology implementation and QA/QA of data, to Collier County, Florida following the severe storm and straight-line winds.
- **Tetra Tech** will assign an environmental specialist to the City of Port Orange who will be responsible for environmental permitting, recommending and selecting DMS locations, and related issues. This position reports to the project manager and will work closely with the City's solid waste staff to address and resolve any environmentally sensitive issues.

Exhibit B-5 shows our proposed project team organizational structure. *Résumés have been included at the end of this section.*

Exhibit B-5: Team Organizational Chart



CURRENT CONTRACTS LISTING

The table below lists Tetra Tech's current contractual obligations for debris monitoring for cities and counties within 50 miles of the City of Port Orange, Florida. Additional information can be made available upon request under a separate and confidential submission.

Exhibit B-6: Contract Listing

	Client Name	County
CONFIDENTIAL	Deltona, City of, FL	Seminole
	Flagler County, FL	Flagler
	Lady Lake, Town of, FL	Lake
	Lake County, FL	Lake
	Orange County, FL	Orange
	Orlando, City of, FL	Orange
	Oviedo, City of, FL	Seminole
	Seminole County, FL	Seminole

CONTRACT TERMINATIONS

Tetra Tech has not had any awarded contracts terminated by any government agency for services associated with disaster debris monitoring.

Section B: Firm and Staff Qualifications

Résumés

EXPERIENCE SUMMARY

As Vice President, Mr. Burgiel manages the business operations of all disaster recovery efforts, including preparedness planning, project staffing, logistics, grant administration and agency reimbursement support, program accounting/auditing oversight, and contract negotiations. Mr. Burgiel is dedicated to helping communities plan for and recover from disasters and provide the necessary documentation to receive the maximum allowable reimbursement from federal and state emergency management agencies.

Mr. Burgiel has 31 years of solid waste and disaster recovery experience. His disaster-related work has included serving as principal in charge of over 30 projects, helping clients throughout the country prepare for, respond to, and recover from natural and human-caused disasters.

Mr. Burgiel is intimately familiar with local, state, and federal solid waste and hazardous waste regulations, as well as U.S. Department of Housing and Urban Development (HUD), Federal Emergency Management Agency (FEMA), and Federal Highway Administration (FHWA) policies and reimbursement procedures as they relate to disaster management and recovery.

RELEVANT EXPERIENCE

Mr. Burgiel has provided senior management oversight to the following projects:

- South Carolina 1,000 Flooding Event – Comprehensive Disaster Recovery Services – Richland County, South Carolina
- Hays County/City of Wimberley, Texas – Severe Flooding Disaster Recovery Assistance
- New Jersey Department of Environmental Protection (NJDEP) – Hurricane Sandy Disaster Vessel Recovery Program
- State of Connecticut – Hurricane Sandy Disaster Debris Program
- State of Louisiana – Hurricane Isaac Disaster Debris Program Management
- City of New Orleans, Louisiana – Hurricane Katrina Residential Demolitions
- Bastrop County, Texas – Wildfires
- City of Cedar Rapids, Iowa – Severe Flooding

Principal-in-Charge (October 2015–November 2015)

Richland County South Carolina | Comprehensive Post-Disaster Flood Support Services

Following the State of South Carolina's 1,000-year flooding event that took place from October 1–5, 2015, Mr. Burgiel led a team of Tetra Tech staff to provide comprehensive disaster recovery services to Richland County

EDUCATION

University of Central Florida
Master of Business
Administration, 1989

Tufts University
Bachelor of Arts, Economics,
1984

AREA OF EXPERTISE

- Solid and Hazardous Waste Management
- Disaster Recovery Program Management
- Federal Grant Management

DISASTERS

- 4245 TX Flood
- 4241 SC Flood
- 4087 Hurricane Sandy
- 4084 Hurricane Isaac
- 4029 TX Wildfires
- 4024 Hurricane Irene
- 4106 CT Winter Storm
- 1791 Hurricane Ike
- 1786 Hurricane Gustav
- 1780 Hurricane Dolly
- 1679 FL Tornadoes
- 1606 Hurricane Rita
- 1609 Hurricane Wilma
- 1602 Hurricane Katrina
- 1595 Hurricane Dennis
- 1561 Hurricane Jeanne
- 1551 Hurricane Ivan
- 1545 Hurricane Frances
- 1539 Hurricane Charley

YEARS OF EXPERIENCE

31 years

immediately following the historic flooding event. Services included but were not limited to FEMA PA reimbursement support, procurement package development for over 270 road and bridge repairs, well testing and disinfection program management, a post-disaster outstanding needs assessment, flood mitigation planning support, grant funding strategic plan development, and coordination and technical support activities among the County, State and FEMA agencies.

Senior Management (September 2004-September 2009)

City of Orlando, Florida | Disaster Debris Program Management

Mr. Burgiel served in a senior leadership role and assisted the City of Orlando with a range of storm recovery monitoring and management activities. Mr. Burgiel was responsible for managing a full support team involved with staging operations, load inspections for storm debris cleanup performed by contract haulers, scheduling, dispatching, and logistics operations for the field inspectors assigned to storm debris cleanup. Our team's assistance enabled the City of Orlando to promptly apply for and receive reimbursement for the total cleanup cost from state and federal emergency management agencies.

Senior Management (February-April 2007)

Volusia County, Florida | Groundhog Day Tornado Disaster Recovery and Storm Debris Removal

Our team was retained by Volusia to assist with monitoring of cleanup efforts following the Groundhog Day tornadoes that swept through Central Florida during the early morning hours, leaving 20 people dead and many others injured and without homes. Under Mr. Burgiel's direction, our team mobilized a response team to the area to help identify critical debris removal areas and initiate its ROW debris removal operation. Mr. Burgiel oversaw the management of a full support team involved with staging operations, load inspections for storm debris cleanup, and logistics operations for the field inspectors.

Senior Management (August 2005-October 2006)

Miami-Dade County, Florida | Hurricanes Katrina and Wilma Disaster Recovery and Debris Management

After Hurricanes Katrina and Wilma struck Miami-Dade County, our team provided immediate on-site assistance and a wide range of disaster recovery management and storm debris cleanup monitoring services to help Miami-Dade County make a quick recovery. Under Mr. Burgiel's direction, our team assembled and deployed a full disaster recovery team to assist Miami-Dade County with removal of approximately 5.5 million cubic yards of debris. Mr. Burgiel oversaw the data management process and assisted Miami-Dade County with FEMA project worksheets and appeals.

Senior Management (August 2004)

Polk County, Florida | Hurricane Charley Program Management and Disposal Site Monitoring Assistance

In the weeks following Hurricane Charley, Mr. Burgiel assisted Polk County with planning and managing disposal site monitoring activities. He was responsible for overseeing disposal site monitors, as well as spotters at Polk County's northeast, north central, and southeast landfills. Mr. Burgiel managed documentation efforts to help Polk County promptly apply for and receive reimbursement for the total cleanup cost from state and federal emergency management agencies.

Senior Management (September 2005-September 2008)

City of Pensacola, Florida | Hurricane Ivan Disaster Debris Program Management

Mr. Burgiel provided assistance to the City of Pensacola in performing a range of storm debris removal monitoring and management activities for this \$30 million debris removal process. Mr. Burgiel supervised debris removal efforts, including permitting of debris processing sites, collection and disposal site monitoring as required by FEMA, review and approval of contractor invoices, and the preparation of project worksheets required by FEMA for federal funding.

EXPERIENCE SUMMARY

Mr. Ralph Natale is the director of post-disaster programs for Tetra Tech, Inc. He leads the practice by developing programs, providing daily project support, and providing oversight and guidance on health and safety. Mr. Natale is an expert in Federal Emergency Management Agency-Public Assistance (FEMA-PA) Grant Program reimbursement policies and has administered nearly 70 projects.

Mr. Natale has served as a principal in charge, project manager, data manager, and operations manager in response to some of the country's largest debris-generating disasters, including Hurricanes Katrina, Ike and Sandy. This includes managing and documenting the removal of over 16 million cubic yards (CYs) of debris and 795,000 hazardous trees totaling over \$370 million dollars of reimbursed invoices.

FEATURED EXPERIENCE

Subject Matter Expert (Debris Documentation, Program Management, Grant Management)

Mr. Natale has served as a debris documentation specialist and grant consultant for state and local governments during his extensive career in disaster debris industry. This includes serving as a current member of the State of Connecticut Emergency Operations Debris Task Force, where he was activated during the recovery operations following Hurricane Irene and Winter Storm Alfred.

Mr. Natale has also served as a senior consultant and subject matter expert on the following projects:

- Lake County, California | Valley and Butte Fire (September 2015–Present)
- City of Houston, Texas | Hurricane Ike (June 2009–2016)
- Texas Department of Transportation | Federal Highway Administration-Emergency Relief Statewide Training (January–July 2010)
- Boulder County, Colorado | 2013 Floods (October 2013 –2015)

Principal in Charge/Senior Program Manager

As director of post-disaster programs for Tetra Tech, Mr. Natale has focused on developing and improving program management processes. These processes ensure the most efficient methods of managing debris removal programs to maximize federal reimbursement via the FEMA 325, and 327 guidelines. As a senior program manager, Mr. Natale ensures quality control and quality assurance of project managers' deliverables on all Tetra Tech projects, including:

YEARS OF EXPERIENCE

9 Years

AREA OF EXPERTISE

- Program Development
- Documentation Management
- Private Property Debris Removal Programs
- Debris Removal Planning
- Debris Removal Monitoring
- Packet Management
- Geospatial Reporting

GRANT EXPERIENCE

- FEMA PA
- NRCS EWP
- FHWA ER

DISASTERS

- 4240 Valley and Butte Fire
- 4245 TX Severe Storms
- 4145 CO Flooding
- 4087 Hurricane Sandy
- 4084 Hurricane Isaac
- 4029 TX Wildfires
- 4024 Hurricane Irene
- 4106 CT Snow Storm
- 3268 NY Snowstorm
- 1971 AL Tornadoes
- 1791 Hurricane Ike
- 1786 Hurricane Gustav
- 1780 Hurricane Dolly
- 1763 IA Flooding
- 1609 Hurricane Wilma
- 1602 Hurricane Katrina

TRAINING/CERTIFICATIONS

- OSHA 40-Hour Asbestos Training
- IS-632: Debris Operations
- HSEEP-Certified
- OSHA Asbestos Health and Safety
- IS-30: Mitigation Grants System
- IS-100, 200, and 700: ICS and NIMS
- IS-630: Intro to the PA Process

California | Valley and Butte Fire (October 2015–Present)

Mr. Natale helped create and implement programs for several projects after the Valley and Butte fires of 2015, which burned over 150,000 acres of forests and destroyed over 2,000 homes, with recovery costs of over \$300 million. Each program developed was unique but necessary for the community as a whole to recover. Programs included geospatial live tracking of work completed and equipment deployed; mitigation of hazardous trees from rights of ways and private property that was fully funded by CalOES and FEMA; private property debris removal packet management and database support; and management of a unique mix of environmental scientists and debris specialists to provide documentation for remediation of asbestos and other contaminants left behind, including debris quantities. These clients included Lake County Public Works, CalRecycle (AJ Diani), CalRecycle (Sukut), and PG&E.

State of New Jersey | Hurricane Sandy Disaster Recovery Operations (October 2012–January 2013)

Mr. Natale supported debris monitoring efforts for seven separate municipalities and state agencies following Hurricane Sandy. These clients including but not limited to the City of Newark, City of Sayreville, Ocean Township, and the New Jersey Parks Department.

City of New Orleans; Jefferson Parish; and St. John the Baptist Parish, LA | Hurricane Isaac Debris Monitoring Operations (September–December 2012)

Mr. Natale oversaw the debris monitoring efforts following Hurricane Isaac. During this effort, our team monitored the collection and disposal of over 670,000 CYs of debris. Mr. Natale coordinated with several local governments, including the City of New Orleans, Jefferson Parish, and St. John the Baptist Parish.

Project Management

On large debris projects, Mr. Natale will be temporally relieved of his director duties by senior management support and focus on the management of a single project. As a result, Mr. Natale has managed some of the largest debris-generating projects in the country with great success.

City of Houston, Texas | Memorial Day Floods (May–August 2015)

Mr. Natale designed and incorporated an operational plan to manage debris removal efforts on over 6,000 road miles and 1,000,000 parcels in 60 days. 650,000 yards were collected in the 256 debris zones using City of Houston force account labor and equipment and contractor resources.

City of Houston, Texas | Hurricane Ike Disaster Debris Program Management (October 2008–July 2010)

Our response to the City of Houston following Hurricane Ike included the collection of over 5.5 million CYs of debris in 256 zones throughout the City. This also included 300 parks and open spaces. Mr. Natale also was tasked with managing the firm's largest hazardous tree removal program for the City of Houston. The program involved removing over 214,000 hazardous trees accompanied by 630,000 photographs to document eligibility. Mr. Natale worked closely with the City of Houston Solid Waste and Finance Department to reconcile and provide detailed information of over \$110 million in invoices and over \$3 million in FHWA funds. Mr. Natale also helped reconcile and submit over \$9 million in force account labor.

Mr. Natale has also served as a project manager or operations manager on the following projects:

- Winter Storm Pax | Augusta-Richmond County 2014
- Hurricane Gustav | Iberville Parish, Louisiana, 2008
- Hurricane Gustav | City of Central, Louisiana, 2008
- Hurricane Dolly | Hidalgo County, Texas, 2008
- Winter Storms | Town of North Tonawanda, New York, 2007
- Hurricane Wilma | Collier County, Florida, 2006
- Hurricane Wilma | Naples Airport, Florida, 2005
- Hurricane Wilma | City of Naples, Florida, 2005



EXPERIENCE SUMMARY

Mr. Jeffrey Dickerson has more than 20 years of experience in program management, with extensive experience in technical organizational management, training, and readiness exercises. He is a 20+ year military veteran with skills in leadership, training, and personnel development. As the Director of Logistics and Software Application Systems, Mr. Dickerson is responsible for the planning, deployment, and support of emergency response operations for the firm. Mr. Dickerson has managed numerous large disaster activities with over 1,000 field monitors, coordinated the operation of a round-the-clock data processing centers—some with over 90 personnel, and provided technical support for a debris management database to track the over 1,000 trucks and documentation for over 5 million cubic yards of debris brought to the client's debris management sites (DMS).

Mr. Dickerson has led the development and support of our automated debris management system (ADMS), RecoveryTrac™. RecoveryTrac™ is a certified U.S. Army Corp of Engineers (USACE)-compliant suite of applications and mobile tools designed to simplify the collection of field documentation and increase the overall efficiency of monitoring debris removal efforts. He designed and developed the industry- leading RecoveryTrac™ GIS, which provides best in class reporting and analysis tools along with GIS web service based data feeds enabling direct integration into client GIS and emergency management systems.

Mr. Dickerson will also serve as GIS Specialist, and will be needed to support several functions during debris removal. Mr. Dickerson may be called on to produce maps or overlays as a quality control function of our data manager or project manager as custom reports are requested by the County. This work may also include field audits or analysis of disposal data as needed.

RELEVANT EXPERIENCE

GIS/ADMS Applications Manager (October 2015–Present) **Lake and Calaveras Counties, CA | Wildfire Disaster Debris Private Property Debris Removal (PPDR) Program Management**

Mr. Dickerson managed the development and deployment of customized GIS-enabled ADMS technology to automate a private and commercial property hazard removal and demolition program, including environmental remediation sampling. Over 4,000 hazardous tree were removed and 1,000 structures were demolished generating nearly 100,000 cubic yards of mixed debris. Advanced GIS mapping, document, and data analysis portals were used extensively to document California environmental requirements.

YEARS OF EXPERIENCE

20 Years

AREA OF EXPERTISE

- Mobile and GIS Technology
- Resource Deployment and Tracking
- Readiness Training and Exercises
- Disaster Operations Support
- 20+ Years Military Experience

DISASTERS

- 4240 CA Wildfires
- 4223 TX Flooding
- 4166 SC Winter Storm
- 4165 GA Winter Storm
- 4145 CO Flooding
- 4115 SD Winter Storm
- 4087 Hurricane Sandy
- 4084 Hurricane Isaac
- 4029 TX Wildfires
- 4024 Hurricane Irene
- 4106 CT Winter Storm
- 1791 Hurricane Ike
- 1609 Hurricane Wilma
- 1602 Hurricane Katrina

TRAINING/CERTIFICATIONS

- FEMA IS-632, IS-700, IS-922
- MCDBA, Microsoft Certified Database Administrator
- MCSE, Microsoft Certified Network Engineer
- MCT, Microsoft Certified Trainer

EDUCATION

Thomas Edison University
Associate of Science,
Nuclear Engineering
Technology, 1997

ADMS and Logistics Manager (May 2015–August 2015)**State of Texas | Severe Flooding Debris and Hazard Removal Program Management**

Mr. Dickerson managed the logistics and deployment of staff equipment and supplies as well as ADMS technology to 10 county and local clients in a multi-jurisdiction activation, including over 135 handheld devices removing 325,000 cubic yards of flood and household debris. Advanced GIS web services and data information portals were used extensively in managing the hazardous material pickups, road pass clearance, and public information applications.

GIS Field Application Manager (November 2014–May 2015)**City of New Orleans, LA | Hurricanes Katrina Demolition Phase II Program Management**

Mr. Dickerson developed and deployed mobile field GIS technology to automate the private property demolition survey and documentation. Custom GIS base workflow automation provided custom form generation from collected field data. Phase II included the survey and demolition of over 375 structures.

GIS/ADMS Application Manager (February 2014–June 2014)**States of Georgia and South Carolina | Winter Storm Pax Disaster Debris Program Management**

Mr. Dickerson managed the logistics and deployment of ADMS technology to seven county and local clients in a multi-state activation, including over 265 handheld devices for over 110,000 hazardous limb and tree removals and over 1,000,000 cubic yards of debris. Advanced GIS web services and data analysis portals were used extensively in managing the projects and public information applications.

ADMS Application Manager (August 2012–July 2013)**St. John the Baptist Parish, Louisiana | Hurricane Isaac Disaster Debris Program Management**

Mr. Dickerson managed the logistics and deployment of ADMS technology, including over 120 handhelds units used by the Parish to expedite the recovery process collecting over 225,000 cubic yards of debris. Detailed pickup locations and damage reports were used extensively to keep community leaders informed of progress.

Logistics and Network Operations Manager (August 2011–June 2012)**States of Virginia and North Carolina | Hurricane Irene Debris Removal Monitoring**

Following Hurricane Irene, Mr. Dickerson managed the logistics and network infrastructure to support the project work for over 15 state, county, and local clients. His responsibilities included ensuring the availability of application and communication systems to support disaster operations. Logistical responsibilities included arranging travel, accommodations, equipment, and supplies needed to support field operations.

Data Operations Manager (September 2008–September 2011)**City of Houston and Harris County, Texas | Hurricane Ike Debris Removal Monitoring**

Following Hurricane Ike, Mr. Dickerson provided IT and logistics support to the City of Houston and Harris County. His responsibilities included IT site support, system setup, end-user training, equipment rentals, and supply distribution.

Data Operations Manager (August 2005–October 2006)**Miami-Dade County, Florida | Hurricanes Katrina and Wilma Disaster Recovery and Debris Management**

Mr. Dickerson was responsible for the setup and management of a 90-person data center. Mr. Dickerson provided database technical support to successfully track the documentation for over 5 million cubic yards of debris.

Quality Control Manager (September 2004–October 2007)**Escambia County, Florida | Hurricane Ivan Comprehensive Disaster Program Management**

Mr. Dickerson provided quality control and fraud prevention support during Escambia County's debris removal operations. Mr. Dickerson performed volumetric truck certification, DMS quality control monitoring, and roving collection monitor supervision.

EXPERIENCE SUMMARY

Mr. Buri is a director of post disaster programs for Tetra Tech, Inc., and a member of our senior management team. His experience over the past 14 years includes emergency management planning, disaster mitigation, response, and recovery consulting on behalf of cities, counties, regional planning councils, and state governments. Mr. Buri has performed a role of senior management oversight manager on 16 major disasters declarations for over 100 clients since 2007 representing over \$1 billion in disaster related grants. Mr. Buri has a thorough understanding and practical application of industry best-practices and federal guidance governing such efforts including the Stafford Act, Federal Emergency Management Agency (FEMA) Public Assistance (PA), Hazard Mitigation Grant Program (HMGP) and disaster funding strategies for local and state governments. Mr. Buri is also part of our Incident Management Team (IMT) dedicated to responding to our stand-by clients as part of the team deployed to the impacted region prior to or immediately after a disaster, including being present in the client's emergency operations center (EOC) within 24-48 hours after each incident.

RELEVANT EXPERIENCE

Subject Matter Expert/Senior Management Oversight (October 2013-December 2014)

Boulder County, Colorado | Full Services Disaster Grant Management Consulting

Mr. Buri is currently providing subject matter expertise and senior management to Boulder County, Colorado, following the devastating floods that occurred in September 2013. Mr. Buri is providing PA consulting, managing the County's HMGP, and assisting the County with Community Development Block Grant (CDBG) Disaster Recovery (DR) application support. In addition, he is also providing overall management on all debris recovery operational issues for the County.

Senior Management Oversight (February 2014-May 2014)

Counties of Barnwell; Colleton; Dorchester; Hampton; Sumter, South Carolina; City of Sumter, South Carolina; City of Augusta, Georgia | Winter Storm Pax Disaster Debris Program Management

Following the destructive effects of Winter Storm Pax in February 2014, our team was tasked with providing disaster debris program management to numerous communities in the States of South Carolina and Georgia. Mr. Buri was instrumental in the immediate deployment of our team and oversaw all disaster recovery operations, including leaner and hanger removal. In addition, Mr. Buri worked with each community to ensure that all eligible reimbursement was captured and documented.

EDUCATION

Texas State University
Master of Arts, Public
Administration, 2002

The University of Texas
Bachelor of Arts, Government, 2000

AREA OF EXPERTISE

- Damage Assessment
- Policy and Procurement
- Debris Management
- Disaster Housing
- Grant Application Development
- Grant Accounting Systems
- Audit Process
- Closeout Procedures

GRANT EXPERIENCE

- FHWA-ER Program
- HUD CDBG-DR
- FEMA PA
- FEMA HMGP

DISASTERS

- 4166 SC Winter Storm
- 4165 GA Winter Storm
- 4145 Colorado Floods
- 4087 Hurricane Sandy
- 4084 Hurricane Isaac
- 4029 TX Wildfires
- 4024 Hurricane Irene
- 4022 Tropical Storm Irene
- 4106 CT Winter Storm
- 4064 OK Tornado
- 1969 NC Tornadoes
- 1931 Hurricane Alex
- 1909 TN Floods
- 1791 Hurricane Ike
- 1786 Hurricane Gustav
- 1780 Hurricane Dolly
- 1735 OK Ice Storm
- 1606 Hurricane Rita
- 1551 Hurricane Ivan
- 1545 Hurricane Frances

YEARS OF EXPERIENCE

14 years

Subject Matter Expert/Senior Management Oversight (February 2013-January 2014)**New Jersey Department of Environmental Protection | Hurricane Sandy Waterway Debris Removal Project**

Mr. Buri provided subject matter expertise in the development and implementation of numerous protocols and procedures to effectively manage NJDEP's waterways debris removal program. Mr. Buri oversaw the implementation of our automated debris management system (ADMS) technology, which increased NJDEP's visibility to the day-to-day operations and provided real-time reporting of debris quantities. Due to the excellent senior and project management provided by our team, NJDEP then tasked our team with monitoring the sediment removal process in the northern and southern region.

Senior Management Oversight (September 2012-December 2012)**City of New Orleans, Jefferson Parish, St. John the Baptist Parish, Louisiana | Hurricane Isaac Disaster Debris Program Management**

Mr. Buri provided senior management oversight and operational and client support for the debris monitoring efforts following Hurricane Isaac to numerous communities in the State of Louisiana following Hurricane Isaac. During this effort, our team monitored the collection and disposal of over 670,000 cubic yards of debris.

Senior Management Oversight (October 2011-April 2012)**State of Connecticut | Winter Storm Alfred Disaster Debris Program Management**

Mr. Buri provided senior management oversight to the State of Connecticut as a member of the Interagency Debris Management Task Force (IDMTF) at the state emergency operations center (EOC) for Winter Storm Alfred. He worked closely every day with members from Connecticut Division of Emergency Management and Homeland Security, the Connecticut National Guard, Department of Energy and Environmental Protection, and Connecticut Department of Transportation. This involved advising the State of Connecticut on all debris-related issues during response and recovery from the storms and providing operational and client support. In addition, Mr. Buri assisted in the management of 12 individual local governments and 45 communities to collect more than 1.5 million cubic yards of vegetative debris and remove over 100,000 hazardous trees.

Senior Management Oversight/Client Liaison (September 2011–August 2013)**Bastrop County, Texas | Wildfire Disaster Program Management**

Mr. Buri provided senior management oversight to Bastrop County's disaster recovery operations following the most devastating wildfires in Texas history. With 1,700 structures destroyed, Mr. Buri was vital in obtaining expedited project worksheets, coordinating directly with FEMA to develop disaster-specific documentation protocols, and orchestrating interlocal coordination with county municipalities, electrical co-ops, and regulatory agencies.

Senior Management Oversight (August-December 2011)**State of North Carolina | Hurricane Irene Disaster Debris Program Management**

Mr. Buri provided senior management oversight to the State of North Carolina following the impact of Hurricane Irene and was instrumental in all disaster recovery operations. Mr. Buri oversaw a variety of projects for all 16 of our North Carolina clients, including right-of-way debris removal and disposal, removal of dangerous hanging limbs and leaning trees, residential debris disposal, FHWA debris segregation, and FEMA reimbursement.

Regional Program Manager (September 2008–September 2010)**State of Texas – 78 Total Clients | Hurricane Ike Comprehensive Debris Management Operations and FEMA PA Administration and Management**

Following Hurricane Ike, Mr. Buri served as regional program manager and provided senior management for approximately 78 clients in the state of Texas. Mr. Buri was instrumental in the immediate mobilization of our team and provided a full range of services and client support to each client. Mr. Buri also provided management and guidance to each client to ensure they received FEMA reimbursement.

EXPERIENCE SUMMARY

Mr. Hainje has spent his entire career in emergency management and has been involved in the deployment of almost every disaster over the last 30 years, including hurricanes, tornados, snow storms, and floods. He maintains strong relationships with state and federal partners, serves in a very critical role where he is involved in every stage of the disaster recovery process with every client, and has a deep passion for working with and assisting government entities with Federal Emergency Management Agency (FEMA) guidelines and federal funding. As a member of Tetra Tech's Incident Management Team (IMT), Mr. Hainje is dedicated to responding to our stand-by clients as part of the team deployed to the impacted region and focuses on providing senior management oversight to clients prior to or immediately after a disaster. His extensive experience working with senior first responders as well as local, state, and federal elected officials during times of crisis has included providing full briefings to the president of the United States five times at the scene of major disaster operations.

As former regional administrator of FEMA Region VII for eight years, Mr. Hainje was responsible for the preparedness, response, recovery, and mitigation of all disasters in Kansas, Iowa, Nebraska, and Missouri, and led the region through 60 presidentially declared disasters. Over the last 10 years, Mr. Hainje has supervised major emergency operations in Connecticut, Florida, Mississippi, Missouri, Iowa, Nebraska, and Kansas.

Mr. Hainje was the director of operations for Hurricane Charley, which struck Florida in 2004. He was responsible for the entire Florida operations division, which at the time was the largest deployment in FEMA's history. Following the four hurricanes that struck Florida, Mr. Hainje served as director of emergency housing, which was the largest emergency housing operation in more than a decade.

Due to the devastating effects of Hurricane Katrina in 2005, Secretary Chertoff chose principal federal official (PFO) teams for the 2006 hurricane season. Mr. Hainje was asked by Secretary Chertoff to serve as the deputy Principal Federal Official for the Mid-Atlantic States. Mr. Hainje was involved with every aspect of preparation for all of the states from Georgia to Delaware. Mr. Hainje also led the response, recovery, and mitigation for the historic 2008 Midwest flooding event. At the peak, Mr. Hainje was in charge of over 1,000 FEMA employees deployed to this event, briefed the Midwest governors and the president of the United States, as well as many U.S. senators and congresspersons.

Mr. Hainje is an essential member of Tetra Tech's senior management team and is actively involved in the interaction with every client following every

EDUCATION

Mid American Nazarene University
Bachelor of Arts, Management and Human Relations, 2008

Killian College
Associate of Science, Fire Science, 1994

AREA OF EXPERTISE

- Policy/Government Affairs
- Local, State, and Federal Disaster Response and Recovery Funding
- Post-Disaster Emergency Housing
- Grant Writing, Administration, and Implementation
- Regional Response
- Commodity Distribution
- Homeland Security
- Emergency Management and Response

GRANT EXPERIENCE

- FEMA Public Assistance
- Hazard Mitigation Grant Program
- Community Development Block Grant Program

TRAINING/CERTIFICATIONS

- Incident Command System
- Extensive Chief Fire Officer National Fire Academy Course Work
- Former Emergency Medical Technician

YEARS OF EXPERIENCE

30 years

activation, including being present in Joint Field Office (JFO) and engaging with officers to understand the nature of every disaster.

RELEVANT EXPERIENCE

Financial Recovery Services Projects

Senior Technical Advisor (October 2013-December 2014)

Boulder County, Colorado | Full Services Disaster Grant Management Consulting

Mr. Hainje is currently serving as senior technical advisor to Boulder County, Colorado, following the devastating floods that occurred in September 2013.

Principal in Charge (August 2010 – March 2013)

State of South Dakota | FEMA PA Closeout Services

As principal in charge, Mr. Hainje oversaw the PA closeout contract, which involved closing out over 200 project worksheets related to public utilities.

Principal in Charge (July 2010 – September 2013)

Port of Galveston, Texas | Federal Grant Administration

Mr. Hainje is assisting the Port of Galveston on a number of reimbursement-related issues. With Mr. Hainje's assistance, the Port of Galveston has received more than \$40 million in additional federal funding associated with permanent repairs to several of the port's piers following damage from Hurricane Ike in 2008.

Senior Advisor (January – September 2011)

Texas Department of Transportation | Comprehensive FEMA PA and Federal Highway Administration

Mr. Hainje worked with the Texas Department of Transportation (TxDOT) and FEMA to resolve a number of outstanding projects, allowing TxDOT to receive millions in eligible funding.

Senior Management Oversight (February 2013-January 2014)

New Jersey Department of Environmental Protection | Hurricane Sandy Waterway Debris Removal Project

Mr. Hainje was a member of the our staff's IMT for the New Jersey Department of Environmental Protection following Hurricane Sandy, where he met with FEMA officials and state coordinating officers.

Senior Debris Consultant and Advisor (October 2012-December 2012)

State of Connecticut | Hurricanes Irene and Sandy, Winter Storm Alfred Disaster Debris Program Management

Mr. Hainje has assisted the State of Connecticut with debris management as a member of the Interagency Debris Management Task Force (IDMTF) at the state emergency operations center (EOC) for Hurricane Irene, Winter Storm Alfred, and Hurricane Sandy. He worked closely every day with members from Connecticut Division of Emergency Management and Homeland Security, the Connecticut National Guard, Department of Energy and Environmental Protection, and Connecticut Department of Transportation. This involved advising the State of Connecticut on all debris-related issues during response and recovery from the storms. Mr. Hainje was in the EOC working with the IDMTF prior to landfall for Hurricane Irene and Hurricane Sandy.

Senior Debris Consultant and Advisor (October 2012-December 2012)

Multiple Cities and Towns in Connecticut, including the City of Hartford | Hurricanes Irene and Sandy, Winter Storm Alfred Disaster Debris Program Management

After Hurricane Irene, Hurricane Sandy, and Winter Storm Alfred, Mr. Hainje worked directly with Hartford, West Hartford, Manchester, Enfield, Danbury, Greenwich, Fairfield, New London, and several more communities on their debris management activities. Mr. Hainje traveled the state extensively during these operations, working with and advising public officials in more than 25 communities.

EXPERIENCE SUMMARY

Mr. Oliver Yao serves as the deputy director of post disaster programs for Tetra Tech, Inc. Mr. Yao has over nine years of industry experience in emergency management, response, and recovery. Mr. Yao is responsible for managing project staffing, financials, operations, and safety of the practice. In addition, Mr. Yao is also responsible for the firm's data management and documentation operations, including project oversight, project reporting, contractor invoice reconciliation, and project closeout and audit support. Mr. Yao has supported response efforts to some of the largest disasters to affect the United States, including Hurricanes Katrina and Ike. Due to his experience, Mr. Yao also has unique knowledge and understanding of federal grant programs, including the Federal Highway Administration (FHWA) Emergency Relief (ER) Program and Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program. This knowledge and experience has aided Mr. Yao in developing and implementing standard operating procedures (SOP) for documentation and data management that assist our clients during closeout and audit.

Mr. Yao also understands all aspects of our automated debris management system (ADMS), RecoveryTrac™. Due to his understanding, Mr. Yao is able to support all aspects of the ADMS handhelds, including field deployment, geospatial reporting, and future enhancements.

This knowledge and experience has aided Mr. Yao in providing local governments across the country with debris management consulting services such as the development of disaster debris management plans (DDMPs), the procurement of debris removal contractors, and the evaluation of debris management sites (DMS). Mr. Yao also has extensive experience assisting Florida communities with debris management services. He was part of the project team that helped develop the first Florida FEMA-approved DDMP for Escambia County.

Additionally, Mr. Yao will serve as billing/invoice analyst for San Bernardino, working with our data manager to enter, tabulate, and organize collection and disposal data into FEMA-required formats. He will develop regular updates on the quantities and types of debris collected and will provide quality assurance and quality control processes for the review and verification of field and debris contractor-provided data in support of invoices.

RELEVANT EXPERIENCE

Senior Management and Data Oversight (May 2015–July 2015)
Hays County; Caldwell County; City of Houston, Texas | Severe Storms, Tornadoes, Straight-Line Winds, and Flooding Program Management
 The jurisdictions of Hays County, Caldwell County, and the City of Houston were among the many Texas communities impacted by the torrential rainfall

YEARS OF EXPERIENCE

10 Years

AREA OF EXPERTISE

- FEMA Reimbursement and Audit Support
- Reimbursement Policies and Procedures
- Disaster Debris Management
- Health and Safety
- Data Management
- FEMA-Compliant Disaster Planning
- RecoveryTrac™ ADMS

GRANT EXPERIENCE

- FEMA PA
- FHWA ER

DISASTERS

- 4240 CA Valley Fire
- 4223 TX Flooding
- 4166 SC Winter Storm
- 4145 CO Flooding
- 4155 SD Winter Storm
- 4145 CO Flooding
- 4086 Hurricane Sandy
- 4080 Hurricane Isaac
- 4029 TX Wildfires
- 4024 Hurricane Irene
- 1791 Hurricane Ike
- 1786 Hurricane Gustav
- 1780 Hurricane Dolly
- 1679 Tornadoes
- 1676 MO Winter Storms
- 1665 NY Snowstorm
- 1603 Hurricane Katrina

EDUCATION

Rollins College, Crummer
 School of Business
 Master of Business
 Administration, 2006

Rollins College
 Bachelor of Arts, Economics,
 2003

in May of 2015. Tetra Tech was activated by the aforementioned communities to provide program management and disaster debris monitoring services. Mr. Yao served as a senior management and data oversight manager for the Texas projects. He supported the projects by developing health and safety plans and verifying the projects met the project operations, timeline, deliverable, and budget standards for Tetra Tech.

Debris Management Consultant (April 2015–June 2015)

Sarasota County, Florida | Pre-Event Disaster Planning Services

Mr. Yao served as a debris management subject matter expert and assisted Sarasota County, Florida with the development of their scope of services for disaster debris removal services. As part of the County project team, Mr. Yao also assisted in responding to vendor questions and developing an analysis of vendor rates.

Debris Management Consultant (April 2015–September 2015)

City of Winter Springs, Florida | FEMA-Compliant Disaster Debris Management Plan

Mr. Yao assisted the City in developing their first DDMP in 2007. As such, the City requested Mr. Yao's assistance in updating the City plan to meet current FEMA guidelines as well as compliance under the FEMA Public Assistance Alternative Procedures (PAAP) Pilot Program. Mr. Yao collaborated with the City to update their DDMP. Mr. Yao also facilitated a force account workshop to train the City's key staff on updated documentation policies and procedures as they relate to force account labor and equipment.

Debris Management Consultant (March 2015–August 2015)

City of Sarasota, Florida | FEMA-Compliant Disaster Debris Management Plan

The City of Sarasota, Florida requested Tetra Tech's assistance to update their DDMP to meet FEMA requirements under the FEMA PAAP Pilot Program. Mr. Yao assisted the City in updating the City's plan to meet FEMA guidelines as well as industry best practices. As a result, the City's DDMP was approved by FEMA as compliant under the FEMA PAAP Pilot Program.

Senior Management and Data Oversight (May 2014–August 2014)

Blount County; Limestone County, Alabama | Severe Storms and Tornadoes Disaster Debris Program Management

Mr. Yao provided senior management and data oversight to two counties in the State of Alabama following severe storms and tornadoes that affected the area in May 2014. Mr. Yao was responsible for overseeing data management and project deliverables. Mr. Yao also provided the project manager operational and safety guidance.

Data Manager (April 2011–Ongoing)

City of New Orleans, Louisiana | Hurricane Katrina Residential Demolition Program

Mr. Yao served as a data manager and invoice reconciliation analyst for the City of New Orleans. In total, our team has supported the City of New Orleans in monitoring and documenting the demolition of over 1,700 damaged structures following Hurricane Katrina.

Regional Operations Manager (August 2012–December 2012)

City of New Orleans, Jefferson Parish, and St. John the Baptist Parish, Louisiana | Hurricane Isaac Debris Program Management

Following Hurricane Isaac, Mr. Yao served as the regional operations manager, where he oversaw data management and field operations for the 3 projects and 10 sub-programs.

Emergency Management Consultant (September 2007–March 2010)

Escambia County, Florida | FEMA-Compliant Disaster Debris Management Plan

When Mr. Yao is not supporting response and program management activities, he assists in the development of FEMA-compliant DDMP. He was part of the project team that helped develop the first Florida FEMA-approved DDMP for Escambia County.

EXPERIENCE SUMMARY

Mr. Kim Bowyer is an industry expert in large-scale mobilizations, project staffing, and debris monitoring operations and has extensive experience in disaster debris project management support under the Federal Emergency Management Agency's (FEMA) Public Assistance (PA) Grant Project. He has worked for numerous communities, from Connecticut to the southern tip of Texas to California, providing disaster recovery operations support. Mr. Bowyer is also experienced in all aspects of disaster planning and recovery, including mobilizing response teams, permitting debris management site locations, public information, call center operations, private property right-of-entry administration, waterway cleanup, and residential/commercial demolition.

FEATURED RELEVANT EXPERIENCE

Project Manager (November 2015–Ongoing)

Lake County, California | Catastrophic Fires | Disaster Debris Program Management

Following catastrophic fires that impacted Lake County in September 2015, many dead or dying trees that were a threat to fall and threaten citizens along the County right-of-way (ROW) were in need of mitigation. Tetra Tech was hired to complete a hazardous tree mitigation program, which included both ROW trees and private property. Mr. Bowyer was tasked with project management of 20,000 ROW and private property trees that were located on 130 miles of County ROW and 2500 private properties.

Project Manager (May 2015–September 2015)

Hays County, Texas | Flood Debris Removal Project Management

Mr. Bowyer served as project manager for Hayes County's debris removal project on County public ROW following the May 2015 flooding along the Blanco River. To date, our team has removed close to 45,000 yards of debris. Mr. Bowyer is also assisting in managing the identification of eligible debris for reimbursement and administering the project management for the County's private property debris removal project.

Project Manager (March 2014–April 2015)

Boulder County, Colorado | Flood Debris Removal Project Management

Mr. Bowyer served as project manager for Boulder County's private property debris removal project and public ROW debris removal following the September 2013 flooding. Our team removed close to 10,000 tons of debris. Mr. Bowyer assisted in managing the identification of eligible debris for reimbursement and administering the project management for the County's demolition project.

YEARS OF EXPERIENCE

9 Years

AREA OF EXPERTISE

- FEMA Compliance Monitoring
- Disaster Debris Management
- Field Monitoring
- Project Staffing
- Truck Certification
- Multiagency Coordination
- FEMA Reimbursement

DISASTERS

- 4240 Valley & Butte Fire
- 4245 Severe Storms Texas
- 4166 SC Winter Storm
- 4165 GA Winter Storm
- 4145 Colorado Floods
- 4087 Hurricane Sandy
- 4084 Hurricane Isaac
- 4024 Hurricane Irene
- 4106 CT Winter Storm
- 1791 Hurricane Ike
- 1786 Hurricane Gustav
- 1780 Hurricane Dolly
- 1676 MO Winter Storms
- 1606 Hurricane Rita
- 1602 Hurricane Katrina

TRAINING/CERTIFICATIONS

- NIMS Certified
- 40- Hour HAZWOPER
- Supervisor Certification – HAZWOPER
- IS-235.b Emergency Planning

EDUCATION

Thomas Edison State College
Bachelor of Science,
Marketing, 2005

Crowder College
Associate of Arts, General

Regional Project Manager (February 2014–March 2014)**City of Augusta, Georgia; City of Sumter, South Carolina; Counties of Colleton, Dorchester, Sumter County, South Carolina | Winter Storm Pax Debris Removal Project Management**

Mr. Bowyer was a critical component of our response to Winter Storm Pax in South Carolina and Georgia. Mr. Bowyer was tasked with leading our team of recruiters to staff projects that spanned nearly 4,000 square miles of South Carolina and Georgia. Mr. Bowyer's team identified, hired, and trained over 150 monitors within the first few days of operations. Mr. Bowyer also oversaw debris site openings, project initiation, and data management.

Regional Operations Manager (February 2013–January 2014)**New Jersey Department of Environmental Protection | Hurricane Sandy Waterways Debris Removal Project Management**

Following Hurricane Sandy, Mr. Bowyer served as regional operations manager for the New Jersey Department of Environmental Protection, which included the removal of debris, vessels, and silt along two-thirds of New Jersey's coastline.

Deputy Project Manager (October 2012–December 2012)**State of Connecticut | Hurricane Sandy Disaster Debris Project Management**

Following Hurricane Sandy, Mr. Bowyer managed the debris removal project for the State of Connecticut Department of Transportation, Connecticut Department of Energy and Environmental Protection, and eight separate municipalities. Mr. Bowyer trained monitors for duties as tower monitors and ROW vegetative and construction and demolition debris collection monitors, organized the staffing of monitor positions, and tracked the progress of the debris collection.

Project Manager (August 2012–November 2012)**Jefferson Parish, Louisiana | Hurricane Isaac Disaster Debris Project Management**

Following Hurricane Isaac, Mr. Bowyer served as the project manager for Jefferson Parish. He managed the debris removal, leaners and hangers, and parks projects. He met with city officials regularly to report progress and plan operations. He worked with city officials, contractor management, and disposal site operators to plan disposal site operations, traffic flow through the site, and debris staging strategies.

Project Manager (August–December 2011)**Henrico County, Virginia | Hurricane Irene Disaster Debris Project Management**

Following Hurricane Irene, Mr. Bowyer oversaw the removal of debris and hazardous trees from County-maintained roads. He also expanded the debris management project to include the removal of hazardous trees and branches from County parks.

Project Manager (December 2010–November 2011)**Terrebonne Parish, Louisiana | Hurricane Ike Residential Demolition Project**

Following Hurricane Ike, Mr. Bowyer was responsible for managing and identifying submitted storm-damaged structures to FEMA for reimbursement. Mr. Bowyer walked all properties through the condemnation process that led to the ultimate demolition of 360 properties.

Operations Manager (May 2010–June 2010)**City of Norman, Oklahoma | Tornado Disaster Debris Project Management**

Following the tornadoes in 2010, Mr. Bowyer served as the operations manager and provided oversight on debris removal, leaners and hangers, and tower and truck certification. He also monitored hazardous waste removal and ROW debris removal from parks in the City of Norman.

EXPERIENCE SUMMARY

Ms. Kalindi Fitch assists clients in the administration of federal grant programs for disaster recovery and mitigation. Her extensive understanding of the grant administration process, eligibility requirements, regulations, and policies across many federal programs allows clients to maximize reimbursement. She provides oversight throughout the grant administration period and is familiar with application development, environmental review, project and process monitoring, and closeout and audit activities.

Ms. Fitch has assisted clients in applying for funding from multiple federal grant programs such as the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Grant Program, Hazard Mitigation Grant Program (HMGP), and the Community Development Block Grant Disaster Recovery (CDBG-DR) Programs.

RELEVANT EXPERIENCE

Engagement Manager (August 2014-Present)

Napa County, California | Emergency Operations Center (EOC) Staff Augmentation, FEMA – Public Assistance Consulting

Within 48 hours of the 6.0 magnitude South Napa Earthquake, Ms. Fitch was activated by Napa County, California to provide EOC staff augmentation, preliminary damage assessment (PDA) support, and post-disaster grant advisory services to the community. Now in the recovery phase, Ms. Fitch is responsible for the overall management, delivery and implementation of PA consulting services on behalf of Napa County. She works as a team lead along with the project manager and technical staff and has the overall responsibility to drive the completion of the project for the customer in all disaster recovery grant programs executed by Tetra Tech on behalf of Napa County.

Engagement Manager (October 2013-December 2014)

Boulder County, Colorado | FEMA - Public Assistance Consulting, FEMA - Hazard Mitigation Grant Program, FEMA – Private Property Debris Removal Program Management, U.S. Department of Housing and Urban Development - Community Development Block Grant Disaster Recovery Program

Ms. Fitch is responsible for the overall management, delivery, and implementation of the post-disaster grant management projects in Boulder County. She works as a team lead along with the program manager and technical staff and has the overall responsibility to drive the completion of customer projects in all disaster recovery grant programs executed by Tetra Tech on behalf of Boulder County.

EDUCATION

5 years

AREA OF EXPERTISE

- EOC Augmentation
- Damage Assessments
- Grant Application Development
- Grant Management
- Program Administration
- Data Collection
- Policy Research

GRANT EXPERIENCE

- FEMA PA
- HMGP
- CDBG

TRAINING/CERTIFICATIONS

- FEMA IS 100.b
- FEMA IS 102.b
- FEMA IS 212
- FEMA IS 230.b
- FEMA IS 630
- FEMA IS 393.a
- Six Sigma Green Belt

YEARS OF EXPERIENCE

Rollins College, Crummer Graduate School of Business
Master of Business Administration,
Concentrations in Management and Marketing,
2009

Rollins College
Bachelor of Arts, Spanish,
2006

Supervisory Consultant (June 2014-October 2015)**New Jersey Office of Emergency Management | FEMA - Public Assistance Small Project Compliance Review**

As a supervisory consultant on this project, Ms. Fitch is providing the client with PA consulting services to support the compliance review of FEMA's small project processes, the development of workflow documents, and Standard Operating Procedures for the use of the New Jersey Office of Emergency Management (NJOEM). Ms. Fitch is also supporting the establishment of a project worksheet QA/QC review, and providing sub-grantee support through work with the NJOEM Public Assistance Unit.

IT/Document Control/Manager (January 2012–May 2013)**State of Vermont Emergency Management | Hazard Mitigation Grant Program, Technical Assistance**

Our team was activated by Vermont Emergency Management (VEM) is to assist HMGP-eligible sub-applicants in identifying eligible HMGP projects and completing the application process by state- and FEMA-established deadlines. As IT/Document Control Manager, Ms. Fitch managed application intake and quality assurance/quality control and was responsible for accuracy and maintenance of the grant management software tool specifically created for the state.

Grant Management Specialist (January 2013–December 2013)**Terrebonne Parish, Louisiana | Community Development Block Grant Disaster Recovery, Buyout Program Management**

Our team provided Terrebonne Parish with professional services, including project management, environmental review, and environmental testing required to implement their CDBG-Disaster Recovery (DR) Buyout Program. On this project, Ms. Fitch served as a grant management specialist assisting with overall program management and HUD compliance.

Assistant Analyst (September 2011–January 2012)**City of Virginia Beach, Virginia | Financial Recovery Services, FEMA Public Assistance**

Our team provided the City of Virginia Beach with financial recovery services to help maximize funding from the FEMA PA Grant Program. As an assistant analyst, Ms. Fitch was responsible for data collection, project worksheet writing, and grant management software update for the FEMA-PA project worksheets completed by our team.

Project Coordinator (September 2011–January 2012)**Virginia Department of Transportation | Financial Recovery Services, FEMA Public Assistance**

Our team provided the Virginia Department of Transportation with financial recovery services to help maximize funding from FEMA PA Grant Program and Federal Highway Administration (FHWA) Emergency relief (ER) Program. As project coordinator, Ms. Fitch assisted in overseeing project operations, including identifying project roadblocks and need assessment, project set-up, and final closeout.

EXPERIENCE SUMMARY

Mr. Ted Sowinski has worked for numerous communities providing disaster recovery operations support. Mr. Sowinski fully understands all aspects of emergency debris removal monitoring, including debris collection and disposal, field operations and logistics, project staffing, training, and supporting documentation management.

FEATURED RELEVANT EXPERIENCE

Operations Manager (November 2015–February 2016)

Lake County, California | Catastrophic Fires | Disaster Debris Program Management

Following catastrophic fires that impacted Lake County in September 2015, many dead or dying trees that could fall and threaten citizens along the County right-of-way (ROW) were in need of mitigation. Tetra Tech was hired to complete a hazardous tree mitigation program, which included both ROW trees and private property. Mr. Sowinski was tasked with management of general operations for the private property debris removal (PPDR) program that included coordination and training of 15 locally trained monitors.

Project Manager (June 2015–August 2015)

Caldwell County, Texas | Severe Storms and Flooding Disaster Debris Program Management

Mr. Sowinski served as project manager in Caldwell County during the May 2015 flood event where he managed a team of monitors documenting the collection of debris a result of flooding throughout the County.

Automated Debris Management System (ADMS) Specialist (May 2015–August 2015)

Hays County, Texas | Severe Storms and Flooding Disaster Debris Program Management

Mr. Sowinski was deployed as an ADMS operations manager for Hayes County's debris removal project on County public ROW following the May 2015 flooding along the Blanco River. To date, our team has removed close to 45,000 yards of debris. Mr. Sowinski assisted with implementation and training on our ADMS, driving down the total cost of management of the project.

Project Manager (February 2014–April 2014)

Colleton County, South Carolina | Winter Storm Pax Disaster Debris Program Management

Mr. Sowinski served as project manager in Colleton County, South Carolina, in response to Winter Storm Pax. Mr. Sowinski worked closely with the County's debris hauling firm to establish primary areas of concern, debris management site locations, and project scheduling. Mr. Sowinski also worked closely with the County's G.I.S. personnel to establish debris removal tracking maps and reporting infrastructure.

YEARS OF EXPERIENCE

8 Years

AREAS OF EXPERTISE

- Disaster Debris Management
- Right-of-Way Debris Removal
- Disposal Operations
- Private Property Programs
- Hazardous Tree Removal
- FEMA Public Assistance Category A Documentation and Eligibility Requirements

DISASTERS

- 4166 SC Winter Storm
- 4087 Hurricane Sandy
- 4080 Hurricane Isaac
- 4046 Winter Storm CT
- 4024 Hurricane Irene
- 1917 Tornado OK
- 1791 Hurricane Ike

TRAINING/CERTIFICATIONS

- Professional Safety Training
- ADMS—Operations Professional

EDUCATION

Air Force Community College
Associates Degree,
Radiologic Technology

Operations Manager (November 2012–January 2014)**New Jersey Department of Environmental Protection | Hurricane Sandy Waterways Debris Removal Program Management**

Mr. Sowinski supervised the implementation of our ADMS, RecoveryTrac™, through all phases of operations, including truck certifications, load collection, load disposal, and unit rate collections, along with monitor recruitment, training, and supervision. Mr. Sowinski also assisted in the quality assurance (QA)/quality control (QC) checks to ensure that the client received the proper documentation to satisfy all Federal Emergency Management Agency (FEMA) requirements. This program covers a large portion of the New Jersey Southeastern Coast and waterways and includes the removal of storm debris and vessels from New Jersey waterways.

Operations Manager (October 2012–December 2012)**State of Connecticut Department of Transportation | Hurricane Sandy Disaster Debris Program Management**

Following Hurricane Sandy, Mr. Sowinski managed field operations and logistics, trained monitors for duties such as tower monitors and ROW, vegetative, and construction and demolition debris collection monitors, organized the staffing of monitor positions, and tracked the progress of the debris collection.

Field Supervisor (September 2012–December 2012)**City of New Orleans, Louisiana | Hurricane Isaac Disaster Recovery Services**

Mr. Sowinski served as a field supervisor in the City of New Orleans, where he managed the leaner and hanger debris removal program. He was responsible for supervising and training field staff, scheduling monitors to assigned crews, and QA/QC of tickets and other field documents.

Operations Manager (October 2011–April 2012)**Connecticut Department of Transportation, Town of West Hartford, Connecticut | Winter Storm Alfred Disaster Management Support Services**

Mr. Sowinski served as an operations manager for Connecticut's State Parks and the Town of West Hartford following Winter Storm Alfred. Mr. Sowinski managed debris and hazardous tree removal operations and supervised the debris monitors and field staff.

Field Supervisor (August 2011–December 2011)**Henrico County, Virginia | Hurricane Irene Disaster Debris Program Management**

Following Hurricane Irene, Mr. Sowinski served as a field supervisor to oversee the removal of debris and hazardous trees from County-maintained roads. He was responsible for training and supervising debris monitors in the field.

Field Supervisor (September 2008–September 2010)**Bolivar Island/City of Galveston, Texas | Hurricane Ike Disaster Debris Program Management**

Mr. Sowinski served as a field supervisor for the private property debris removal program that consisted of over 2,600 right-of-entry properties and assisted with the management of the removal of over 30,000 salt water-killed trees.

Field Supervisor (December 2007–May 2008)**City of Norman, Oklahoma | Winter Storm Disaster Debris Program Management**

Following the severe winter storms in 2007, Mr. Sowinski served as a field supervisor, where he was responsible for the monitoring and documentation of debris removal program and the removal of hazardous branches and leaning trees.

FEATURED RELEVANT EXPERIENCE

Mr. Chen is an experienced quality control and data manager for Tetra Tech, Inc. His areas of expertise are in geographic information systems, documentation management, quality assurance/quality control (QA/QC), database management, and reporting. He also has an in-depth understanding of federal emergency management agency (FEMA) eligibility, documentation requirements, and our automated debris management system (ADMS).

As data manager for the City of Port Orange, Mr. Chen will be responsible for multiple functions during debris removal activities, including reporting and QA/QC of all ADMS documentation in the field along with storing the documentation in preparation for future audits. He will also validate documentation and metrics being reported as accurate and on-schedule.

FEATURED RELEVANT EXPERIENCE

Data Manager (January 2016-Current)

Calaveras County, California | Catastrophic Fires

The catastrophic fires that impacted Calaveras County left severe destruction and damage. Sukut Construction was one of the contractors selected by Calrecycle to remove fire related debris and hazards from private property in the fire impacted areas of Calaveras County. Tetra Tech was contracted by Sukut Construction to provide data management and administrative functions to support debris removal efforts. Tetra Tech digitized source documentation and developed a custom Access database to provide reporting as to the status of properties and debris removal operations. Mr. Chen was deployed as a data manager where he oversaw the custom Access database used for the program.

Data Manager (November 2015-January 2016)

Lake County, California | Catastrophic Fires| Disaster Debris Program Management

Following catastrophic fires that impacted Lake County in September 2015, many dead or dying trees that were a threat to fall and threaten citizens along the County right-of-way (ROW) were in need of mitigation. Tetra Tech was hired to complete a hazardous tree mitigation program, which included both ROW trees and private property. Mr. Chen was deployed as a data manager where he supported documentation management, reporting, and tree surveying efforts.

Data Manager (March 2014 – August 2014)

Boulder County, Colorado | Severe Flooding Disaster Debris Program Management

Mr. Chen served as data manager for Boulder County, Colorado following the severe flooding that affected the state in September 2013. Mr. Chen supported the implementation of our ADMS technology through all phases of

YEARS OF EXPERIENCE

4 years

AREA OF EXPERTISE

- QC GPS Data Collection/Disposal Monitoring
- Managing ROE Status Layers
- ROW/Parks program live layers on ArcGIS Online Systems

DISASTERS

- 4240 Valley & Butte Fire
- 4166 SC Winter Storm
- 4145 CO Severe Storms and Flooding
- 4086 Hurricane Sandy

EDUCATION

University of Pennsylvania
State University
Bachelor of Geography
Minor of GIS

operations and was responsible for troubleshooting with our field team. Mr. Chen's responsibilities also included completing custom reports for Boulder County, providing FEMA compliance management, including quality assurance (QA)/quality control (QC) of right-of-way load collection; and managing the accuracy and organization for all project documents. Through GIS mapping services, Mr. Chen provided requested maps of project progression which required customization for the County. Finally, Mr. Chen also provided Financial Recovery support in assisting with complete of FEMA-PA project worksheets.

Data Manager (February 2014–March 2014)

Dorchester County, South Carolina | Winter Storm Pax Disaster Debris Program Management

Mr. Chen served as the data manager for the County of Dorchester, South Carolina following Winter Storm Pax. He was responsible for deploying and supporting field use of ADMS technology through all phases of operations including truck certifications, load collection, load disposal, and unit rate collections. Mr. Chen also aided in FEMA compliance management, including QA/QC of right-of-way load collection, and managing the documentation for all hazardous tree and hanger removal resulting in the development of several resourceful maps for the county and project team members.

Data Manager (January 2013 – April 2013)

New Jersey Department of Environmental Protection | Hurricane Sandy Waterways Debris Removal Program Management

Mr. Chen was essential to the New Jersey Department of Environmental Protection (NJDEP) waterways debris removal program as a data manager. Mr. Chen implemented our ADMS technology through all phases of operations including truck certifications, load collection, load disposal, and unit rate collections. Due to Mr. Chen's understanding of the project requirements, he also supported QA/QC checks to validate the client received the proper data and documentation to satisfy all FEMA requirements.

EXPERIENCE SUMMARY

Ms. Paris Atkinson is a senior data manager and billing/invoice analyst, where her responsibilities include data management, management of monitoring documentation for the Federal Emergency Management Agency (FEMA), invoice reconciliation, and the use of our automated debris management system (ADMS). She has extensive experience on all aspects of program data management up to and including project closeout and post-closeout audit support. Ms. Atkinson possesses knowledge and understanding of federal grant programs, including the Federal Highway Administration (FHWA) Emergency Relief (ER) Program and FEMA Public Assistance (PA) Program.

As billing/invoice analyst for the City of Port Orange, Ms. Atkinson will work with our data manager to enter, tabulate, and organize collection and disposal data into FEMA-required formats. She will develop regular updates on the quantities and types of debris collected and will provide quality assurance and quality control processes for the review and verification of field and debris contractor-provided data in support of invoices.

FEATURED RELEVANT EXPERIENCE

Senior Data Manager (January 2016–February 2016)

Collier County, Florida | Severe Storm and Straight Line Wind Debris Program Management

Collier County, FL was impacted in January by a severe storm with measured winds as high as 83 mph. The storm caused significant arboreal damage to the County, so much so that the County chose to activate their disaster debris removal contractors and Tetra Tech. Ms. Atkinson provided program management and debris monitoring services to the County, which included ADMS technology implementation, quality assurance (QA)/quality control (QC) of data, multiple reporting functions, management of debris pile reported data and citizen concerns, contractor reconciliation and invoicing, and final project closeout.

Project Manager (December 2015–Ongoing)

State of Connecticut | Financial Recovery Services, FEMA Public Assistance

The State of Connecticut has retained Tetra Tech to perform a secondary review of FEMA PA and FHWA-ER related funding that was obligated as a result of Winter Storm Alfred (FEMA-DR-4046). Due to a recent decision on the FEMA eligibility of reduction, final hauling, and final disposal costs, each town/city that applied for and received FEMA PA funding as well as FHWA ER funding must be reviewed to determine if appropriate funding has been obligated. Ms. Atkinson is responsible for reviewing the FEMA PA and FHWA grant documentation; ensuring reduction, final hauling, and final disposal

YEARS OF EXPERIENCE

9 Years

AREA OF EXPERTISE

- FEMA Reimbursement and Audit Support
- Reimbursement Policies and Procedures
- RecoveryTrac™ ADMS
- Data Management
- Debris Monitoring Compliance
- Vessel Removal
- Leaner and Hanger Removal
- Invoice Reconciliation

GRANT EXPERIENCE

- FEMA PA
- FHWA ER

DISASTERS

- Collier County FL Severe Storms
- 4240 CA Valley Fire
- 4225 TX Flooding
- 4223 TX Flooding
- 4166 SC Winter Storm
- 4165 GA Winter Storm
- 4145 CO Flooding
- 4087 Hurricane Sandy
- 4080 Hurricane Isaac
- 4046 CT Winter Storm
- 4029 TX Wildfires
- 3268 NY Snowstorm
- 1609 Hurricane Wilma

EDUCATION

University of Florida
Bachelor of Science,
Psychology, 2005

costs have been reimbursed; and identifying any additional charges not captured by FEMA.

Senior Data Manager (October 2015–Ongoing)

Lake County, California | Valley Fire Disaster Debris Program Management

Lake County, California was one of the counties severely impacted by the Valley Fire, which burned over 76,000 acres across Lake, Napa, and Sonoma Counties prior to being fully contained. Tetra Tech was retained by the County to provide program management and debris monitoring services. Ms. Atkinson served as a senior data manager and was responsible for FEMA compliance management, including QA/QC of data and managing the documentation.

Senior Data Manager (May 2015–Ongoing)

Hays County; Caldwell County; City of Houston, Texas | Severe Storms, Tornadoes, Straight-Line Winds, and Flooding Program Management

Tetra Tech was activated by the aforementioned communities to provide program management and disaster debris monitoring services. Ms. Atkinson served as the senior data manager for the Texas projects. She supported the projects by managing the data team in the field; providing FEMA compliance management, including QA/QC of right-of-way load collection; and managing the documentation for all hazardous tree and hanger removal. Ms. Atkinson also provided ADMS and database support for all staff members. Hays County has an ongoing PPDR program for which Ms. Atkinson continues to provide data management support.

Data Manager and Debris Management Consultant (March 2014–Ongoing)

Boulder County, Colorado | Severe Flooding Disaster Debris Program Management

Ms. Atkinson is currently serving as data manager for Boulder County, Colorado following the severe flooding that affected the state in September 2013. Ms. Atkinson is responsible for managing invoice reconciliation with the debris contractor; creating custom reports for Boulder County; managing the data team in the field; providing FEMA compliance management, including QA/QC of right-of-way load collection; and managing the documentation for all hazardous tree and hanger removal. Ms. Atkinson also provides ADMS and database support for all staff members and assists with management of the FHWA-ER program for the County.

Data Manager (May 2014–August 2014)

Blount County; Limestone County, Alabama | Severe Storms and Tornadoes Disaster Debris Program Management

Ms. Atkinson served as data manager for two counties in Alabama following severe storms and tornadoes that affected the area in May. Ms. Atkinson was responsible for managing invoice reconciliation with the debris contractor; managing the data team in the field; providing FEMA compliance management, including QA/QC of right-of-way load collection; and managing the documentation for all hazardous tree and hanger removal.

Project Manager (July 2012–September 2012)

Lake County, Florida | FEMA-Compliant Disaster Debris Management Plan

In August 2012, she assisted Lake County, Florida, with the development of a FEMA-compliant disaster debris management plan. In addition, she assisted the County in developing a scope of services for their request for proposal for debris contracting, where a large focus was on helping complete the debris hauling request for proposal and guiding the County through the bid process.

Operations Manager and Data Manager (February 2006–August 2006)

Collier County, Florida | Hurricane Wilma Disaster Waterways Debris Removal Program Management

Ms. Atkinson served as operations manager and data manager for Collier County, Florida, following Hurricane Wilma, where she was responsible for the supervision, support, and evaluation of field staff; documentation compliance; and ensuring waterway debris removal was compliant with Natural Resources Conservation Service contract specifications. Ms. Atkinson also developed standard operating procedures specific to the waterway debris removal project.

SECTION C: LICENSES/INSURANCE

LICENSES

A copy of Tetra Tech's State of Florida Certificate of Good Standing is included below.

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, 2016, that its most recent annual report/uniform business report was filed on January 12, 2016, 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 Fourth day of March, 2016*



Ken Detmer
Secretary of State

Tracking Number: CU7409835110

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

INSURANCE

Tetra Tech has an excellent insurance program for its professional services. A copy of Tetra Tech's evidence of insurance is provided at the end of this section, which demonstrates our ability to meet the City of Port Orange's insurance requirements.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/25/2015

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

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

PRODUCER Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
INSURED Tetra Tech, Inc. 3475 E. Foothill Blvd. Pasadena, CA 91107	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: National Union Fire Ins Co of Pittsburgh	19445
	INSURER B: The Insurance Co of the State of PA	19429
	INSURER C: AIG Europe Limited	AA1120841
	INSURER D: Lexington Insurance Company	19437
INSURER E:		
INSURER F:		

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

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

Limits shown are as requested

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			GL3372258	10/01/2015	10/01/2016	EACH OCCURRENCE	\$2,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	☒ Contractual Liability						MED EXP (Any one person)	\$10,000
	☒ X,C,U						PERSONAL & ADV INJURY	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE
☐ POLICY ☒ PRO-JECT ☒ LOC						PRODUCTS - COMP/OP AGG	\$4,000,000	
☐ OTHER:								
A	AUTOMOBILE LIABILITY			CA3194397	10/01/2015	10/01/2016	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
	☒ ANY AUTO						BODILY INJURY (Per person)	
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident)	
	☒ HIRED AUTOS	☒ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	
	☐	☐						
C	☒ UMBRELLA LIAB	☒ OCCUR		TH1500079	10/01/2015	10/01/2016	EACH OCCURRENCE	\$5,000,000
	☐ EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE	\$5,000,000
	☐ DED ☐ RETENTION							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC014267906 WC014267907 WC014267908 WC014267912	10/01/2015 10/01/2015 10/01/2015 10/01/2015	10/01/2016 10/01/2016 10/01/2016 10/01/2016	☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☒ N	N/A				E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
D	Professional Liability and Contractor's Pollution Liability			028182375	10/01/2015	10/01/2016	Each claim	\$5,000,000
							Aggregate	\$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Includes Stop Gap: OH, ND, WA, WY

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West, Inc.</i>

SECTION D: FINANCIAL STABILITY/LITIGATION

FINANCIAL STABILITY

Tetra Tech is a financially sound and successful firm with fiscal year 2015 annual revenues of more than \$2.3 billion and approximately 16,000 employees. Tetra Tech has a Dun & Bradstreet rating of 5A2. To demonstrate the firm's solid financial performance, a short version of our most recent 10K Report has been included at the end of this section. However, a complete copy of our financials can be provided upon request.

LITIGATION

Tetra Tech certifies that it has:

- No current claims, arbitrations, administrative hearings, mediations and lawsuits related to disaster debris monitoring services;
- No pending lawsuits related to disaster debris monitoring services; and
- No judgements from lawsuits related to disaster debris monitoring services within the last five (5) years.

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**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 September 27, 2015
or
☐ **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:

Common Stock, \$.01 par value (Title of class)	The NASDAQ Stock Market LLC (Name of exchange)
--	--

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 if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. Large accelerated filer ☒ Accelerated filer ☐ Non-accelerated filer (Do not check if a smaller reporting company) ☐ Smaller reporting company ☐

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 March 27, 2015, was \$1.4 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, 2015, 59,027,058 shares of the registrant's common stock were outstanding.

DOCUMENT INCORPORATED BY REFERENCE

Portions of registrant's Proxy Statement for its 2016 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 Stockholders of Tetra Tech, Inc.:

In our opinion, the accompanying consolidated balance sheets and the related consolidated statements of operations, comprehensive income (loss), equity and cash flows present fairly, in all material respects, the financial position of Tetra Tech, Inc. and its subsidiaries at September 27, 2015 and September 28, 2014, and the results of their operations and their cash flows for each of the three years in the period ended September 27, 2015, in conformity with accounting principles generally accepted in the United States of America. In addition, in our opinion, the financial statement schedule listed in the accompanying index presents fairly, in all material respects, the information set forth therein when read in conjunction with the related consolidated financial statements. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of September 27, 2015 based on criteria established in *Internal Control – Integrated Framework* (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The Company's management is responsible for these financial statements and financial statement schedule, 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 of this Form 10-K. Our responsibility is to express opinions on these financial statements, on the financial statement schedule and on the Company's internal control over financial reporting based on our integrated audits. We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement and whether effective internal control over financial reporting was maintained in all material respects. Our audits of the financial statements included examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. 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.

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.

/s/ PRICEWATERHOUSECOOPERS LLP

Los Angeles, California
November 20, 2015

TETRA TECH, INC.
Consolidated Balance Sheets
(in thousands, except par value)

ASSETS	September 27, 2015	September 28, 2014
Current assets:		
Cash and cash equivalents	\$ 135,326	\$ 122,379
Accounts receivable – net	636,030	701,892
Prepaid expenses and other current assets	42,125	52,256
Income taxes receivable	10,294	22,076
Total current assets	<u>823,775</u>	<u>898,603</u>
Property and equipment – net	64,906	73,864
Investments in and advances to unconsolidated joint ventures	1,886	2,140
Goodwill	601,379	714,190
Intangible assets – net	40,332	63,095
Other long-term assets	26,964	24,512
Total assets	<u>\$ 1,559,242</u>	<u>\$ 1,776,404</u>
LIABILITIES AND EQUITY		
Current liabilities:		
Accounts payable	\$ 150,284	\$ 175,952
Accrued compensation	103,866	110,186
Billings in excess of costs on uncompleted contracts	93,989	103,343
Deferred income taxes	20,787	20,387
Current portion of long-term debt	11,904	10,989
Estimated contingent earn-out liabilities	609	3,568
Other current liabilities	69,003	79,436
Total current liabilities	<u>450,442</u>	<u>503,861</u>
Deferred income taxes	34,759	28,786
Long-term debt	180,972	192,842
Long-term estimated contingent earn-out liabilities	3,560	3,462
Other long-term liabilities	32,711	34,397
Commitments and contingencies (Note 18)		
Equity:		
Preferred stock – Authorized, 2,000 shares of \$0.01 par value; no shares issued and outstanding at September 27, 2015 and September 28, 2014	–	–
Common stock – Authorized, 150,000 shares of \$0.01 par value; issued and outstanding, 59,381 and 62,591 shares at September 27, 2015 and September 28, 2014, respectively	594	626
Additional paid-in capital	326,593	402,516
Accumulated other comprehensive loss	(143,171)	(42,538)
Retained earnings	672,309	651,475
Tetra Tech stockholders' equity	856,325	1,012,079
Noncontrolling interests	473	977
Total equity	<u>856,798</u>	<u>1,013,056</u>
Total liabilities and equity	<u>\$ 1,559,242</u>	<u>\$ 1,776,404</u>

See accompanying Notes to Consolidated Financial Statements.

TETRA TECH, INC.
Consolidated Statements of Operations
(in thousands, except per share data)

	Fiscal Year Ended		
	September 27, 2015	September 28, 2014	September 29, 2013
Revenue	\$ 2,299,321	\$ 2,483,814	\$ 2,613,755
Subcontractor costs	(580,606)	(623,896)	(588,923)
Other costs of revenue	(1,402,925)	(1,577,481)	(1,757,842)
Selling, general and administrative expenses	(170,456)	(187,298)	(199,732)
Contingent consideration – fair value adjustments	3,113	58,694	9,560
Impairment of goodwill and other intangible assets	(60,763)	–	(56,600)
Operating income	87,684	153,833	20,218
Interest income	680	804	1,003
Interest expense	(8,043)	(10,294)	(8,689)
Income before income tax expense	80,321	144,343	12,532
Income tax expense	(41,093)	(35,668)	(14,038)
Net income (loss) including noncontrolling interests	39,228	108,675	(1,506)
Net income attributable to noncontrolling interests	(154)	(409)	(635)
Net income (loss) attributable to Tetra Tech	\$ 39,074	\$ 108,266	\$ (2,141)
Net income (loss) attributable to Tetra Tech per share:			
Basic	\$ 0.64	\$ 1.68	\$ (0.03)
Diluted	\$ 0.64	\$ 1.66	\$ (0.03)
Weighted-average common shares outstanding:			
Basic	60,913	64,379	64,544
Diluted	61,532	65,146	64,544
Cash dividends paid per share	\$ 0.30	\$ 0.14	\$ –

See accompanying Notes to Consolidated Financial Statements.

TETRA TECH, INC.
Consolidated Statements of Comprehensive Income (Loss)
(in thousands)

	Fiscal Year Ended		
	September 27, 2015	September 28, 2014	September 29, 2013
Net income (loss) including noncontrolling interests	\$ 39,228	\$ 108,675	\$ (1,506)
Other comprehensive loss, net of tax:			
Foreign currency translation adjustments	(98,287)	(45,480)	(28,817)
Gain (loss) on cash flow hedge valuations	(2,489)	1,029	(389)
Other comprehensive loss, net of tax	(100,776)	(44,451)	(29,206)
Comprehensive income (loss) including noncontrolling interests	(61,548)	64,224	(30,712)
Net income attributable to noncontrolling interests	(154)	(409)	(635)
Foreign currency translation adjustments, net of tax	143	55	47
Comprehensive income attributable to noncontrolling interests	(11)	(354)	(588)
Comprehensive income (loss) attributable to Tetra Tech	<u>\$ (61,559)</u>	<u>\$ 63,870</u>	<u>\$ (31,300)</u>

See accompanying Notes to Consolidated Financial Statements.

TETRA TECH, INC.
Consolidated Statements of Equity
Fiscal Years Ended September 29, 2013, September 28, 2014, and September 27, 2015
(in thousands)

	Common Stock		Additional Paid-in Capital	Accumulated Other Comprehensive Income	Retained Earnings	Total Tetra Tech Equity	Non-Controlling Interests	Total Equity
	Shares	Amount						
BALANCE AT SEPTEMBER 30, 2012	63,837	\$ 638	\$ 433,009	\$ 31,017	\$ 554,306	\$ 1,018,970	\$ 897	\$ 1,019,867
Comprehensive income, net of tax:								
Net income (loss)					(2,141)	(2,141)	635	(1,506)
Foreign currency translation adjustments				(28,770)		(28,770)	(47)	(28,817)
Loss on cash flow hedge valuations				(389)		(389)		(389)
Comprehensive income (loss), net of tax						(31,300)	588	(30,712)
Distributions paid to noncontrolling interests							(445)	(445)
Stock-based compensation			8,775			8,775		8,775
Stock options exercised	899	9	14,872			14,881		14,881
Shares issued for Employee Stock Purchase Plan	253	3	5,548			5,551		5,551
Stock repurchases	(855)	(9)	(19,991)			(20,000)		(20,000)
Tax expense for stock options			886			886		886
BALANCE AT SEPTEMBER 29, 2013	64,134	641	443,099	1,858	552,165	997,763	1,040	998,803
Comprehensive income, net of tax:								
Net income					108,266	108,266	409	108,675
Foreign currency translation adjustments				(45,425)		(45,425)	(55)	(45,480)
Gain on cash flow hedge valuations				1,029		1,029		1,029
Comprehensive income, net of tax						63,870	354	64,224
Distributions paid to noncontrolling interests							(417)	(417)
Dividends					(8,956)	(8,956)		(8,956)
Stock-based compensation			10,374			10,374		10,374
Stock options exercised	1,263	13	22,956			22,969		22,969
Shares issued for Employee Stock Purchase Plan	246	2	5,597			5,599		5,599
Stock repurchases	(3,052)	(30)	(79,970)			(80,000)		(80,000)
Tax expense for stock options			460			460		460
BALANCE AT SEPTEMBER 28, 2014	62,591	626	402,516	(42,538)	651,475	1,012,079	977	1,013,056
Comprehensive income, net of tax:								
Net income					39,074	39,074	154	39,228
Foreign currency translation adjustments				(98,144)		(98,144)	(143)	(98,287)
Loss on cash flow hedge valuations				(2,489)		(2,489)		(2,489)
Comprehensive income (loss), net of tax						(61,559)	11	(61,548)
Distributions paid to noncontrolling interests							(515)	(515)
Dividends					(18,240)	(18,240)		(18,240)
Stock-based compensation			10,926			10,926		10,926
Stock options exercised	510	5	8,985			8,990		8,990
Shares issued for Employee Stock Purchase Plan	243	3	5,200			5,203		5,203
Stock repurchases	(3,963)	(40)	(100,460)			(100,500)		(100,500)
Tax benefit for stock options			(574)			(574)		(574)
BALANCE AT SEPTEMBER 27, 2015	59,381	\$ 594	\$ 326,593	\$ (143,171)	\$ 672,309	\$ 856,325	\$ 473	\$ 856,798

See accompanying Notes to Consolidated Financial Statements.

TETRA TECH, INC.
Consolidated Statements of Cash Flows
(in thousands)

	Fiscal Year Ended		
	September 27, 2015	September 28, 2014	September 29, 2013
Cash flows from operating activities:			
Net income (loss) including noncontrolling interests	\$ 39,228	\$ 108,675	\$ (1,506)
Adjustments to reconcile net income (loss) to net cash from operating activities:			
Depreciation and amortization	44,201	54,540	62,605
Loss on settlement of foreign currency forward contract	—	—	270
Equity in income of unconsolidated joint ventures	(5,131)	(2,804)	(3,461)
Distributions of earnings from unconsolidated joint ventures	5,252	2,724	4,458
Stock-based compensation	10,926	10,374	8,775
Excess tax benefits from stock-based compensation	(172)	(904)	(886)
Deferred income taxes	8,412	(145)	(11,468)
Provision for doubtful accounts	(1,034)	1,467	13,818
Impairment of goodwill and other intangible assets	60,763	—	56,600
Fair value adjustments to contingent consideration	(3,113)	(58,694)	(9,560)
Foreign exchange (gain) loss	(275)	(104)	754
Lease termination costs and related asset impairment	342	2,416	7,188
(Gain) loss on disposal of property and equipment	(6,014)	58	(287)
Changes in operating assets and liabilities, net of effects of business acquisitions:			
Accounts receivable	40,345	(32,020)	87,367
Prepaid expenses and other assets	12,970	(4,481)	(11,782)
Accounts payable	(26,901)	31,772	(34,191)
Accrued compensation	(7,676)	(4,728)	(16,385)
Billings in excess of costs on uncompleted contracts	(10,319)	23,833	(16,830)
Other liabilities	(6,868)	(9,315)	21,489
Income taxes receivable/payable	7,911	4,712	(19,218)
Net cash provided by operating activities	162,847	127,376	137,750
Cash flows from investing activities:			
Capital expenditures	(24,296)	(19,404)	(27,545)
Payments for business acquisitions, net of cash acquired	(11,680)	(30,251)	(171,349)
Payment in settlement of foreign currency forward contract	—	—	(4,177)
Receipt in settlement of foreign currency forward contract	—	—	3,907
Changes in restricted cash	4,530	—	470
Proceeds from sale of property and equipment	10,426	4,594	2,089
Payment received on note for sale of operation	—	3,900	—
Net cash used in investing activities	(21,020)	(41,161)	(196,605)
Cash flows from financing activities:			
Payments on long-term debt	(75,459)	(4,379)	(171,400)
Proceeds from borrowings	64,794	—	296,389
Payments of earn-out liabilities	(3,199)	(18,663)	(33,672)
Payment of debt issuance costs	(1,457)	—	(2,136)
Distributions paid to noncontrolling interests	(515)	(417)	(445)
Excess tax benefits from stock-based compensation	172	904	886
Repurchases of common stock	(100,500)	(80,000)	(20,000)
Net proceeds from issuance of common stock	10,825	23,834	15,993
Dividend paid	(18,240)	(8,956)	—
Net cash provided by (used in) financing activities	(123,579)	(87,677)	85,615
Effect of foreign exchange rate changes on cash	(5,301)	(5,464)	(2,303)
Net increase (decrease) in cash and cash equivalents	12,947	(6,926)	24,457
Cash and cash equivalents at beginning of year	122,379	129,305	104,848
Cash and cash equivalents at end of year	\$ 135,326	\$ 122,379	\$ 129,305
Supplemental information:			
Cash paid during the year for:			
Interest	\$ 7,323	\$ 8,293	\$ 5,049
Income taxes, net of refunds of \$5.4 million, \$14.7 million and \$6.7 million	\$ 23,268	\$ 28,092	\$ 35,796

See accompanying Notes to Consolidated Financial Statements.

TETRA TECH, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. Description of Business

We are a leading provider of consulting and engineering services that focuses on addressing fundamental needs for water, environment, infrastructure, resource management and energy. We typically begin at the earliest stage of a project identifying technical solutions to problems and developing execution plans tailored to our clients' needs and resources. Our solutions may span the entire life cycle of consulting and engineering projects and include applied science, research and technology, engineering, design, construction management, operations and maintenance, and information technology.

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. Certain prior year amounts have been revised to conform to the current year presentation.

Fiscal Year. We report results of operations based on 52 or 53-week periods ending on the Sunday nearest September 30. Fiscal years 2015, 2014 and 2013 each contained 52 weeks.

Use of Estimates. The preparation of financial statements in conformity with 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.

Revenue Recognition and Contract Costs. We recognize revenue for most of our contracts using the percentage-of-completion method, primarily based on contract costs incurred to date compared to total estimated contract costs. We generally utilize the cost-to-cost approach to estimate the progress towards completion in order to determine the amount of revenue and profit to recognize. Revenue and cost estimates for each significant contract are reviewed and reassessed quarterly. Changes in those estimates could result in recognition of cumulative catch-up adjustments to the contract's inception-to-date revenue, costs and profit in the period in which such changes are made. Changes in revenue and cost estimates could also result in a projected loss that would be recorded immediately in earnings. For fiscal years 2015, 2014 and 2013, we recognized net unfavorable operating income adjustments of \$8.9 million, \$35.9 million and \$40.1 million, respectively, due to changes in estimates. As of September 27, 2015 and September 28, 2014, we recorded a liability for anticipated losses of \$10.5 million and \$18.6 million, respectively. The estimated cost to complete the related contracts as of September 27, 2015 was \$54.7 million.

Certain of our contracts are service-related contracts, such as providing operations and maintenance services or a variety of technical assistance services. Our service contracts are accounted for using the proportional performance method under which revenue is recognized in proportion to the number of service activities performed, in proportion to the direct costs of performing the service activities, or evenly across the period of performance depending upon the nature of the services provided.

We recognize revenue for work performed under three major types of contracts: fixed-price, time-and-materials and cost-plus.

TECHNICAL APPROACH

PROJECT UNDERSTANDING

Tetra Tech implements a best practices approach to disaster debris monitoring when planning for and responding to debris-generating events. Our team has gained unparalleled experience working on many of the largest Federal Emergency Management Agency (FEMA) Public Assistance (PA) eligible projects, including responses to Hurricanes Katrina, Wilma, Ike, and Sandy. Our team has assisted more local governments with debris monitoring efforts following catastrophic natural disasters than any other firm in the nation. ***Collectively, we have overseen and managed the recovery of over 69 million cubic yards (CYs) of debris on behalf of over 300 public sector clients, resulting in excess of \$3.5 billion in reimbursable costs to our clients.***

In addition, our understanding of the Florida Department of Transportation, FEMA, Federal Highway Administration (FHWA), U.S. Department of Housing and Urban Development (HUD), Natural Resources Conservation Service (NRCS), and other reimbursement agencies' requirements for eligibility, documentation, and reimbursement will help the City of Port Orange receive the maximum reimbursement allowed following a disaster event.

Tetra Tech has carefully reviewed the scope of work requested in the request for proposal (RFP) and can assure the City that we have the extensive experience, understanding, and knowledge to successfully perform all aspects of the scope of work. We are aware of the magnitude and importance of organizing and directing the necessary resources to define and carry out the tasks associated with the scope of work, and we are committed to continuing to provide a consistent and coordinated team to perform these services upon activation. Our project team will dedicate themselves to the City's needs throughout the year, not just during times of activation.

The project approach and work plan provided below will provide the City with a clear description of our approach to the City's proposed project. To summarize, our technical approach below captures our unique capabilities, including the following:

- Our team's ability to provide end-to-end services in disaster preparedness, emergency management, and post-event response and recovery to help state and local governments plan for and recover from natural and human-caused disasters
- A complete project management team that is recognized for its ability to quickly respond to a broad range of emergencies, allowing our clients to return to the business of running their day-to-day operations
- A focus on local hires and the ability to hire, train, and support a local team of inspectors that oversee the work being completed in their own communities, with local hires being fully supported with technology and a team of dedicated managers
- Detailed reporting systems and mapping capabilities that are driven by our RecoveryTrac™ automated debris management system (ADMS) technology, which will be tailored to the City's data needs

OPERATIONAL SCHEDULE

Based on Tetra Tech's understanding of the City and their needs, we have developed a draft mobilization schedule with key project management tasks in chronological order. The timeline is based on a typical activation; however, Tetra Tech is prepared to work with the City to adjust the timing of the specific elements below to meet the City's needs.

Prior to an event with warning (such as a hurricane), our team will begin monitoring the landfall of any tropical system at H-96 and will coordinate via conference call with the City. Following an event without warning (such as tornadoes, or flooding), Tetra Tech will begin response at H-0.

Section E: Engagement Approach and Schedule

Exhibit E-1: Disaster Debris-Generating Event Operational Plan

Time	Task	Deliverables/Milestones
Preparedness		
Pre-event (normal conditions)	Meet with the City to review plans and documents	- Conduct annual pre-event meeting with the City and debris contractor - Review the City's disaster recovery contracts for FEMA compliance - Update critical documents and files, including any GIS files
H-96	Review capabilities and resources	- Contact the City and initiate daily conference call - Determine resource requirements from debris model - Review the City's emergency policies and contracts - Establish contact with the City's debris hauler and ensure Tetra Tech has the most up to date copy of the debris hauler contract.
H-72	Execute responsibilities and activate contracts	- Review possible critical areas of concern, hospitals, major transit systems, historic districts, environmental issues, and critical infrastructure - Review protocols for private property, gated communities, and public drop-off sites - Review temporary debris management site (TDMS) locations and follow up with the Florida Department of Environmental Protection (FDEP) on permitting procedures - Estimate equipment requirements and TDMS capacity to haul and stage debris - Prepare ADMS technology for mobilization
H-48	Monitor storm track and continue preparations	- Conduct regular meetings with City staff as requested - Confirm staging location and begin mobilization of resources - Mobilize project assets and begin base camp coordination and logistics (food, water, housing, etc.) with the City and Tetra Tech headquarters (if necessary) - Review list of priority roads and the operational plan - Obtain GIS files for municipalities that the City will assist with debris removal - Continue to update and gather updates from the City's debris hauler
H-24	Prepare final reports	- Save all critical documents and files to the network drive, USB drive, and laptop hard drive - Certify emergency road clearance equipment (in coordination with the City's debris hauler) - Determine emergency road clearance priorities
H-0	ARRIVAL OF NOTICE EVENT/INITIATE RESPONSE TO NO-NOTICE EVENT	
Response		
H +24	Emergency push	- Receive notice-to-proceed with not-to-exceed - Begin emergency push - Maintain time and materials (T&M) logs for push equipment - Coordinate with the City/County to conduct preliminary damage assessments and road closures (if requested) - Supervisors report to pre-designated locations and prep staff on project - Begin establishing ADMS infrastructure - Begin recruiting and training monitors, project coordinators, and data staff - Initiate opening of TDMS locations - Follow up with FDEP on debris permits (if required)

Section E: Engagement Approach and Schedule

Time	Task	Deliverables/Milestones
		Work with the City to establish public information protocols to respond to concerns and comments
H +48	Emergency push/ damage assessment	- Continue emergency push - Continue preliminary damage assessment - Develop debris cost estimate required for presidential disaster declaration - Develop operational plan for disaster-specific issues - Refine health and safety plan for disaster-specific issues
H +72	Disaster debris vehicle certification/ site preparation	- Begin hauling truck certification - Install ADMS tower monitor infrastructure - Train monitors on policies, ADMS, and safety - Open public drop-off sites as requested
H +96	Begin debris collection monitoring	- Assign monitors to trucks - Assign supervisors to monitors - Hold morning and afternoon meeting with City staff and debris hauler - Implement quality assurance (QA)/quality control (QC) procedures
Recovery		
Week 1+	Right-of-way (ROW) debris collection monitoring	- Continue ROW collection - Address household hazardous waste (HHW) issues (if critical) - Issue daily reports/GIS maps - Hold daily meetings with the City, hauler, and/or State/FEMA as required - Staff citizens debris management hotline (if requested) - Define supplemental programs required (private roads, HHW) and prepare eligibility request
Week 1+	Data management and invoice reconciliation	- Provide ADMS reports and real-time monitoring access - Establish client GeoPortal to provide insight into project progress - Review truck metrics provided by RecoveryTrac™ - Initiate weekly reconciliation - Initial payment recommendations with retainage
Week 1+	Reimbursement support/grant administration (FEMA, NRCS)	- Prepare damage/cost estimates - Compile supporting documentation (debris permits, debris contracts, etc.) - Liaise with FEMA Region 4, Florida Division of Emergency Management (FDEM), U.S. Army Corps of Engineers (USACE), etc.
Week 2+	Special projects (if required)	- Waterway debris removal - Private property debris removal (PPDR) - Public drop-off sites - HHW - Mud/silt/sand removal (from storm drains, ditches, etc.) - Identify areas of operational concern and make disaster-specific recommendations to FEMA to improve efficiency
Week 3+	Financial recovery assistance staff engaged (if requested)	- Facilitate kickoff meetings with primary stakeholders - Draft a PA work plan - Conclude/review preliminary damage assessments - Gather documentation for project worksheet (PW) development - Identify opportunities for mitigation

Time	Task	Deliverables/Milestones
		Conduct site visits
Project completion	Document turnover/closeout	- Final reconciliation - Retainage release - Release hard copy files - Provide electronic database - Assist with PW development - Assist the City with long-term reimbursement - Audit assistance - Appeal support if necessary

RECOVERYTRAC™ AUTOMATED DEBRIS MANAGEMENT SYSTEM – TETRA TECH'S ALTERNATIVE TO PAPER TICKETING

In today's technology-driven society, paper-based systems are quickly becoming obsolete. Recognizing the migration to electronic-based systems, our team has spent years on research and development in an effort to streamline the debris collection documentation process, with a focus on minimizing the cost to our clients while improving the visibility of debris project operations. RecoveryTrac™ is the result of these efforts. RecoveryTrac™ is a scalable and fully featured disaster management application designed specifically to address the operational challenges faced during a disaster recovery project. *Our proprietary ADMS technology, RecoveryTrac™, meets USACE specifications for electronic debris monitoring*, provides real-time collection of data, and offers multiple solutions to data management, reporting, invoice reconciliation, and project controls that cannot be achieved with a paper-based program. *Tetra Tech has also implemented RecoveryTrac™ ADMS technology on the last 32 FEMA PA eligible projects.* On these projects, our clients and FEMA found this state-of-the-art technology to increase efficiency and improve the management of debris removal efforts.



- Owned and operated by Tetra Tech
- Over 800 mobile units on-hand and ready for state-wide multi-district mobilizations
- Meets USACE specifications for electronic debris monitoring handhelds
- Real-time situation awareness of field resources and efficient direction to support County priorities
- Real-time GIS web services for EOC information and visualization systems
- Capable of collecting data regardless of cellular service
- Automated photograph and GPS capture
- Provides reports and pass map tracking in real-time
- Minimizes chance of fraud through real-time monitoring
- Minimizes data entry and human error
- Expedites invoice reconciliation
- Intuitive and user-friendly

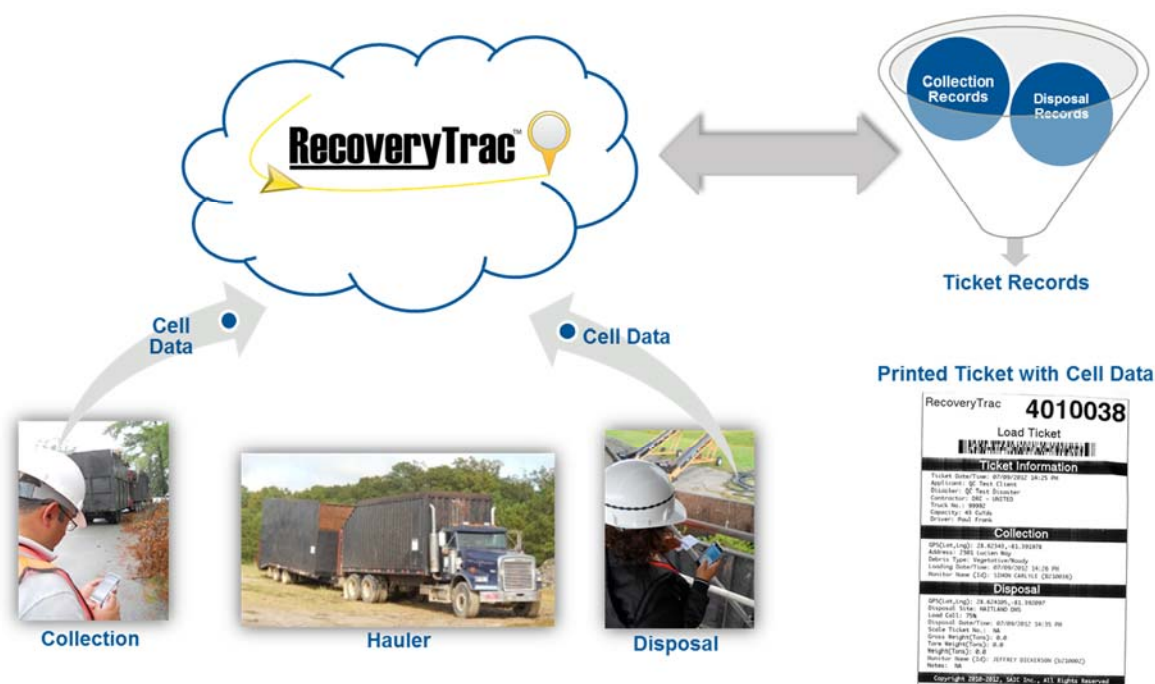
The RecoveryTrac™ Process

The process begins with debris hauler truck certification using the handheld units. A truck certification form is printed with a unique electronic bar code and provided to the driver as well as our debris site/tower monitor(s). Handheld units are provisioned and assigned to both field and debris site/tower monitors. Field monitors begin a ticket by scanning the truck certification bar code to open a control ticket and then begin to record waypoints (debris pile pickup locations) on the handheld as the truck is loaded. When the truck is full, the field monitor selects the debris type, and scans the control ticket to assign the load a unique number. The truck then proceeds to the disposal site. The collection data is uploaded to a server via cellular connection and using a process called *Look Ahead*, the collection ticket information is made available to the disposal monitor's handheld before the truck arrives. The control ticket is provided to the driver and taken to the debris management site where it is scanned by a debris site/tower monitor. The debris site/tower monitor confirms the truck and debris type and enters the

load call. Finally, the disposal load ticket is printed and data is uploaded to the system where it can be utilized in real-time reporting systems.

Even when there is no cellular connection, the handhelds continue to operate in connected mode; however, the data is stored on the device until a data connection is restored. The device periodically searches for this connection, and when services are restored the device automatically uploads the stored ticket data. ***Even under the harshest conditions where cellular service is not available, RecoveryTrac™ was built to comply with U.S. Army Corps of Engineers (USACE) specs using Near Field Communication (NFC) and internal memory to protect and transfer data.*** Exhibit E-2 shows the RecoveryTrac™ process under normal operating conditions.

Exhibit E-2: RecoveryTrac™ Process



Key Benefits of RecoveryTrac™

Ability to Respond. Combined with the on-hand inventory of over 800 handhelds and the ability to rapidly procure additional equipment through preferred vendor relationships, the City can rely on our mobilization strategy for zero-day activations in disasters covering large areas with little or no-notice. ***The on-hand inventory can be on-site and ready to use within 24 hours of a notice to proceed,*** and additional needs can be met quickly (in most cases, 72 hours or less).

Simple and Intuitive. A key foundation of our mobilization strategy is the ability to quickly hire and train local residents and begin debris removal operations. The mobile application is simple to understand and intuitive, allowing most users to begin using the device once the standard monitor training is completed.

Cost Effective. RecoveryTrac™ combines the advantage of automation and the desire of our customers to control costs by utilizing widely available commercial equipment and increasing the simplicity of operations.

Previously, our team deployed nearly 200 ADMS units in the field following Winter Storm Pax in Georgia and South Carolina. The use of RecoveryTrac™ reduces data entry costs and provides real-time project tracking reports to our clients.

Reliable and Stable. Based on the Android operating system, RecoveryTrac™ is secure and reliable. This minimizes the interruptions in field operations due to technical difficulties and reduces the number of support personnel required to maintain the system.

Technical Support. RecoveryTrac™ is designed to be self-repairing when possible; most support needs are resolved by field supervisors who are able to reach field monitors within 15–30 minutes in most cases. In addition, we have dedicated technicians at disposal sites and provide a field service center to maintain and repair equipment.

Real-Time Reporting. The key to successful management of a debris project is the timely availability of relevant information needed to make sound decisions and respond to anomalies before they become issues. Our powerful reporting engine allows the user to monitor contractor performance, track damages, track street-by-street debris removal progress, and identify and resolve potential problems as they happen. The geospatial reporting systems within RecoveryTrac™ provide real-time information that raises the bar for post-disaster project management.

In summary, our combined program management approach and RecoveryTrac™ solution will provide day-one, boots-on-the ground services for the City of Port Orange immediately after a disaster.

TIME AND MATERIALS

The emergency push period begins immediately following an event. Debris removal contractors coordinate with City crews to clear blocked roadways for emergency vehicle passage. Tetra Tech is prepared to assist during the push period by providing the following services:

- Documenting blocked roads that require immediate clearance
- Administering the sign-in and sign-out of labor and equipment to track T&M charges
- Helping staff maintain maps or databases to track road clearance progress and other essential tasks, as requested
- Maintaining documentation for reimbursement of emergency push work

VEHICLE CERTIFICATION

Tetra Tech has a proven vehicle certification procedure that complies with FEMA guidelines and results in maximum reimbursement for our clients. Tetra Tech's ADMS technology, RecoveryTrac™, will be used to electronically certify all trucks used in an activation. Benefits of using the mobile truck certification application include **electronic volume calculations**, instantaneous upload to the RecoveryTrac™ database to allow immediate QA/QC checks to verify the truck certification calculations, and automated photo-matching of truck and driver photographs to the truck. The truck certification application allows us to complete truck certifications in **30% less time than with a paper-based system**.

Exhibit E-3: Truck Audit Report

RecoveryTrac Truck Certification Audit Report						Trucks Certified On: *All	
AUGUSTA - WINTER STORM PAX - ROW COLLECTION - Truck Certification Summary							
		<u>Tot Trucks Certified</u>		<u>Tot Certified Capacity</u>		<u>Avg Certified Capacity</u>	
Contractor: ASHBRIIT		167		6961		41.68	
Contractor: ASHBRIIT							
NA	700373	61	02/27/2014 11:02 AM	ACTIVE	26B2WR (MO)	SELF-LOADING TRUCK	
Primary Box (L x W x H): 216x102x102 = 2247264.0 Cu Inches (+)							
Type: Box (L x W x H): 70x102x64 = 456960.0 Cu Inches (+)							
Type: Box (L x W x H): 48x102x28 = 137088.0 Cu Inches (+)							
Total Volume: 2841312.0 Cu Inches (/46,656) = 60.90 CuYds							
Driver-Placard View		Side View		Back-Interior View		Front View	
							

Our disaster debris vehicle certification procedure includes the following:

- Generation of unique truck numbers for contractor crews and equipment
- Automated truck certification form, which includes the latest FEMA guidelines on truck certification documentation and volume calculations, and a bar code for automated ticket scanning
- Special vehicle notations on the truck certification form and vehicle placard, which inform tower monitors of sideboards, tailgates, or other modifications, thus discouraging debris removal contractors from fraudulently altering vehicles after certification
- Photographs of vehicles, vehicle cavities, and drivers
- Periodic spot checks and recertification of trucks to identify trucks altered after initial certification

RIGHT-OF-WAY COLLECTION REPORTING

Our ADMS technology in debris monitoring allows the City to view debris collection points, truck locations, monitor locations, damage, incidents, and daily metrics at any given time. The additional geospatial reporting capabilities are made possible through the Tetra Tech approach to field monitoring.

At each debris collection point, the field collection monitor marks the “waypoint” or location of the debris pile to collect GPS coordinates. The map below displays the waypoints associated with each collection ticket issued in the field. The waypoint collection report is updated in real time and can be filtered by date.

Exhibit E-4: Waypoint Collection/Hazardous Tree Maps

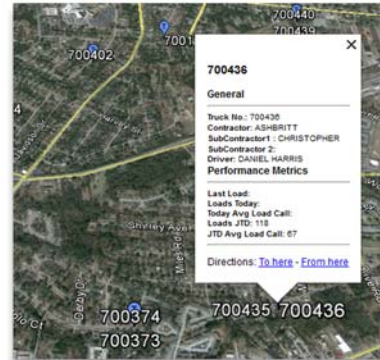


An additional feature of our ADMS technology is that each handheld device reports back the location of the device regularly. By leveraging this location information, Tetra Tech can view monitor locations and truck locations in real time, as demonstrated in Exhibits E-5 and E-6

Exhibit E-5: Monitoring Locations



Exhibit E-6: Truck Locations



FIELD OPERATIONS

The Tetra Tech debris monitoring program includes the following:

- **Operations.** Field collection monitors report to a staging location prior to the commencement of daily operations for a briefing to be given by the project manager or field supervisors and the distribution of safety gear (for example, caution lights or safety vests), map books, and ADMS handheld units/debris tickets.
- **Deployment.** A field monitor is assigned to one loading unit or to a leaner and hanger removal crew. In instances where leaner and hanger crews have multiple saw operators, the cut crew can request the addition of a monitor (this typically happens when a cut crew can complete over 60 hazard removals per day).
- **Field Supervision.** Responsibilities of the field supervisor monitor include training, QA/QC of work being performed, verifying load ticket accuracy, and responding to field monitor and debris contractor issues in the field.
- **Responsibilities.** Field monitors will verify the proper loading of debris into the debris removal contractor's certified loading container. Monitors will document that contractors and their subcontractors adhere to local, state, and federal regulations and that they are working safely and efficiently. Field monitors often notice inconsistencies with debris removal procedures and submit them to their supervisors. If a field monitor feels there is justifiable need to stop operations, the monitor is instructed to refrain from issuing a ticket until the debris hauler supervisor and a Tetra Tech supervisor can be called in to determine the appropriate action.

- **Work Scheduling.** Tetra Tech will coordinate with the debris removal contractor's project manager to estimate the number of field monitors that will be required for the following day. To be responsive and mitigate overstaffing, Tetra Tech requests that the debris hauler release the next day's schedule by 5 p.m. This will verify the appropriate number of field monitors is dispatched.
- **Daily Closeout.** At the close of operations each day, all collection and disposal monitors will report to the staging area to clock out and turn in their ADMS handheld units.
- **Contractor Completion.** Tetra Tech will assist the City in completing the project efficiently and within the timelines set forth in the RFP. There are many aspects of debris removal that are outside of the monitoring firm's control but will still need to be managed. Tetra Tech will assist the City with managing these goals, including the following:
 - The ability of a debris contractor to respond with sufficient equipment will affect the proposed schedule. Tetra Tech will provide burn rate analysis to verify the proper equipment is being provided. This will be adjusted as more accurate debris estimates are available.
 - Leapfrogging by the contractor (cherry picking work being performed) is detrimental to the efficiency of operations and will be reported.
 - Invoices by the contractor need to be produced in a timely manner so that Tetra Tech can reconcile in a timely manner. Tetra Tech will work to make the contractors aware of an appropriate time frame for invoicing and will communicate with the City if deadlines are not being met.
 - Deadlines for collecting debris are set to correspond with the work schedule that is based on estimated work to be completed. As damage estimates become more accurate (as is typical throughout the process), Tetra Tech will work with City officials to adjust the timeline to appropriately reflect the changing estimates.

In addition, there are events out of the control of all parties that could negatively impact a debris removal operation (for example, inclement weather). In the event any of these circumstances occur, Tetra Tech will work closely with the City to refine timelines and support an expeditious recovery for the City.

DEBRIS MANAGEMENT SITE MONITORING

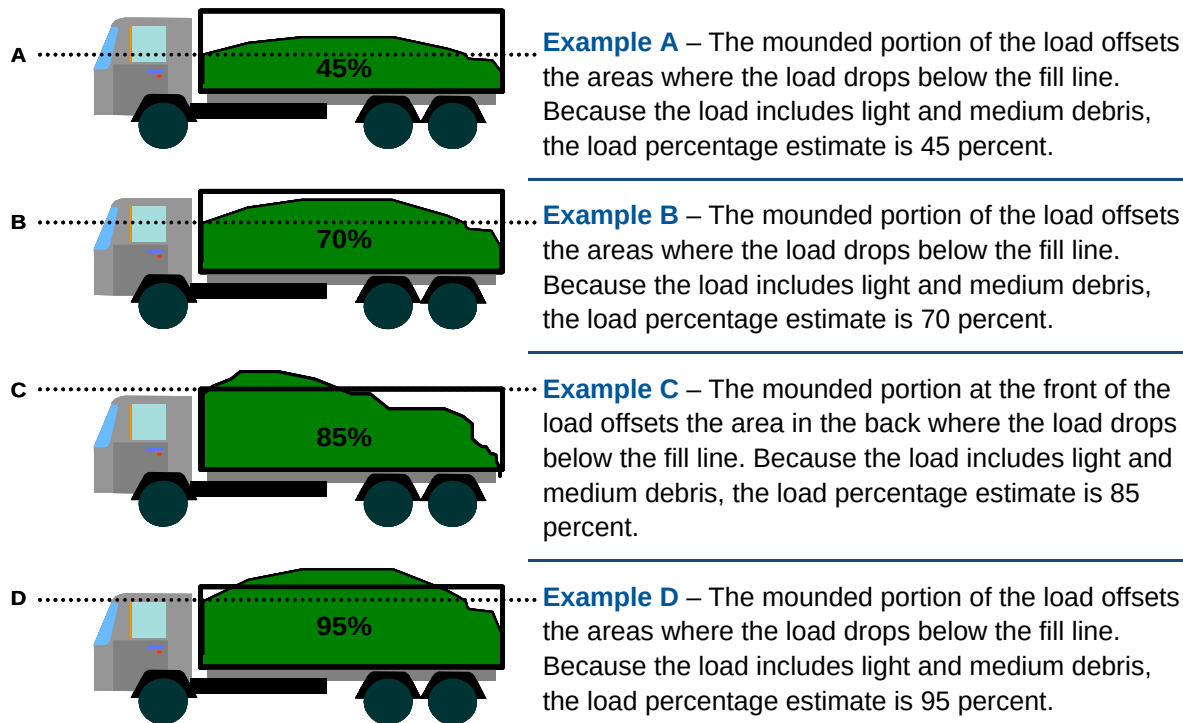
Response to debris-generating events requires locating TDMS, emergency permitting of TDMS (including debris burning and State regulatory permits), baseline soil testing before the TDMS are opened and as part of remediation process, and recycling and diversion initiatives once the reduced vegetative debris is collected and processed. Tetra Tech has had significant experience assisting local governments in Florida with pre-permitting TDMS before a disaster event as well as post-disaster permitting.

As TDMS are activated, Tetra Tech will provide a minimum of two disposal monitors per site. Staffing numbers may also increase or decrease, depending on site layout. Tetra Tech verifies hauler passes through the TDMS and documentation remains accurate and complete with several daily audits by project operations managers and supervisors to verify load call accuracy and consistency. Specific documentation kept by Tetra Tech TDMS disposal monitors includes the following:

- **Load Ticket.** The load ticket is used to document debris removal complying with all requirements of FEMA.
- **Disposal Monitor Log.** The disposal monitor log is used as backup documentation and requirements of FEMA.
- **Scale Manifest Tickets.** If the debris hauling contract is weight-based, tickets generated by the existing scales at the City's TDMS will be digitized and cataloged by Tetra Tech.
- **Incident Report.** Documenting property damage, arguments, unsafe practices, and personal injury.
- **Photographic Documentation.** Tetra Tech disposal supervisors will photograph a TDMS frequently to create a visual timeline of the site.

- **QA/QC of Field Tickets.** Disposal monitors review and verify collection monitors' work in the field.

Exhibit E-7: Load Call Estimate Examples



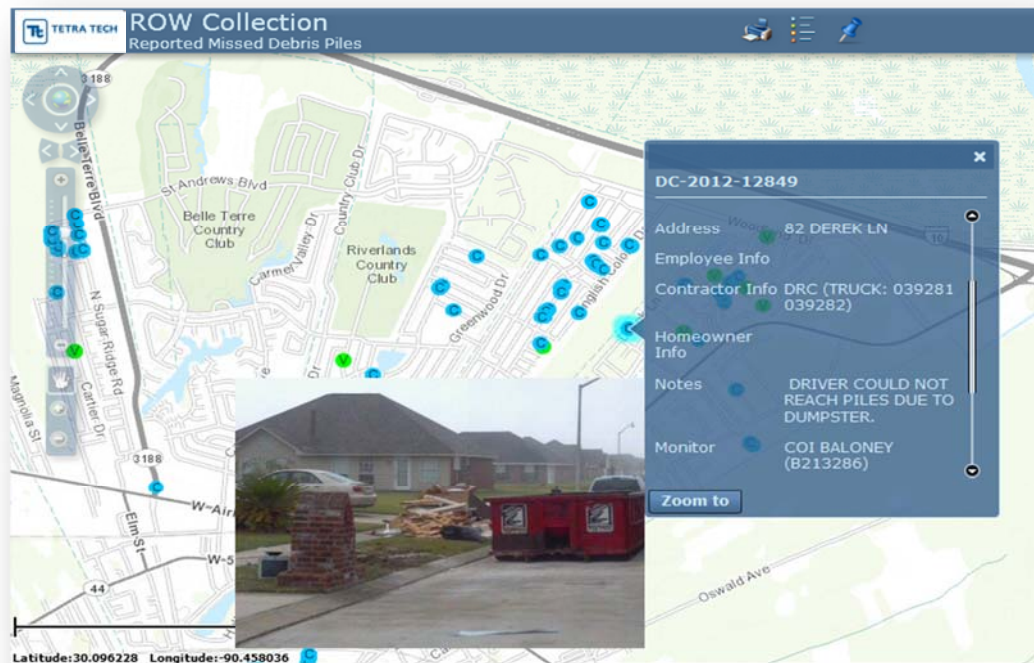
QUALITY ASSURANCE/QUALITY CONTROL PROGRAM

Implementing comprehensive QA/QC protocols and technologies is critical to a debris monitoring effort. Proper QA/QC protocols reduce the amount of work associated with back-end data management, reduce invoice reconciliation timeframes, prevent fraud, and establish a sound dataset for future audits. Throughout years of experience assisting local governments with recovering from disasters and the subsequent audits, Tetra Tech has developed industry-leading QA/QC standards and protocols. The use of our ADMS technology expedites the QA/QC process and virtually eliminates ticket errors that can result from traditional manual (paper and pen) debris monitoring operations. For example, monitors no longer have to carry a GPS device and manually write in GPS coordinates – this is automatically logged. Due to the real-time information collected by our ADMS technology, Tetra Tech can establish a virtual command center to audit project information during the collection process rather than correct issues as they appear.

The use of our ADMS technology expedites the QA/QC process and virtually eliminates ticket errors that can result from traditional manual (paper and pen) debris monitoring operations.

For example, our ADMS technology provides reporting and tracking on any missed debris piles. This allows Tetra Tech to improve our responsiveness to resident complaints and provide real-time tracking tools to manage removal of these missed piles to the City.

Exhibit E-8: Missed Piles Tracking



FRAUD PREVENTION

Several Tetra Tech practices are used to prevent debris haulers from committing fraud both in the field and remotely by real-time data monitoring. At TDMS locations, Tetra Tech disposal monitors or supervisors will randomly recertify a previously certified truck. Recalculating the truck hauling capacity helps verify that the original work was accurate and that nothing has been altered since certification. Additionally, ADMS technology displays a photo of the truck as a ticket is scanned by the disposal monitor. This makes it nearly impossible for a debris hauler to switch truck certifications between trucks or alter their truck configuration (i.e., remove sideboards).

Fraud Prevention Reports are also run on a daily basis to look for any data anomalies that may be a result of fraud. The Load Call Report shows all load calls for a given day/monitor to verify no trucks are receiving extraordinarily high load calls. The Load Ticket and Unit Rate Daily Ticket Reports determine if monitors are issuing an excessive amount of tickets in relation to the average number of tickets per day. The RecoveryTrac™ system also has project controls built in to alert the data manager to anomalies that may be indicative of fraud. For example, the following data features are flagged:

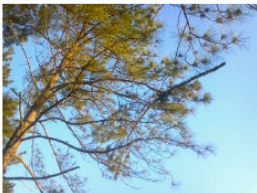
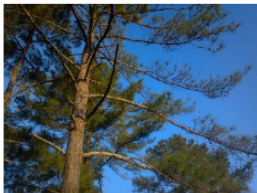
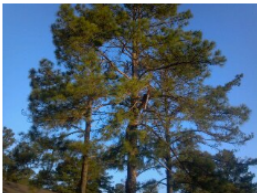
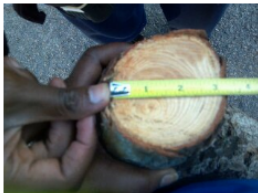
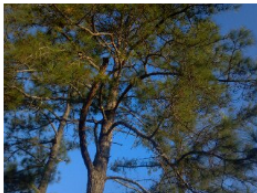
- **Truck Turn-Around-Time.** The time between last pickup location and arrival of a truck at the TDMS is tracked. A time that is too short may be indicating the debris hauling truck not filling the vehicle to capacity.
- **Out-of-Bounds.** The municipality boundaries are programmed geospatially to assure debris pickup remains within the eligible bounds of the City.
- **Debris Type.** Any ticket in which the debris type collected differs between what the collection monitor and disposal report the load as is flagged for review.

HAZARDOUS TREE REMOVAL

Guidance established by FEMA requires supporting photo documentation for each ticket issued for hazardous tree or hanger removal services. The previous standard for monitoring firms was to take supporting photographs with a digital camera and manually associate the photos to each tree ticket. Tetra Tech can utilize ADMS technology to automatically associate photographs for all hazardous tree and hanger removal operations which eliminates the potentially extensive labor associated with this task. Additionally, our ADMS technology and software is designed to manage photo documentation by compressing and securely storing photos for field validations and audits in real time. The ability to associate photo documentation to unit rate tickets is critical for FEMA reimbursement, QA/QC, and fraud deterrence.

As work in the field is completed, the information and supporting photos are uploaded directly to our database for QA/QC checks. A QA/QC manager verifies that the photographs comply with FEMA regulations and that all measurements meet the City’s contractual agreement with the contractor.

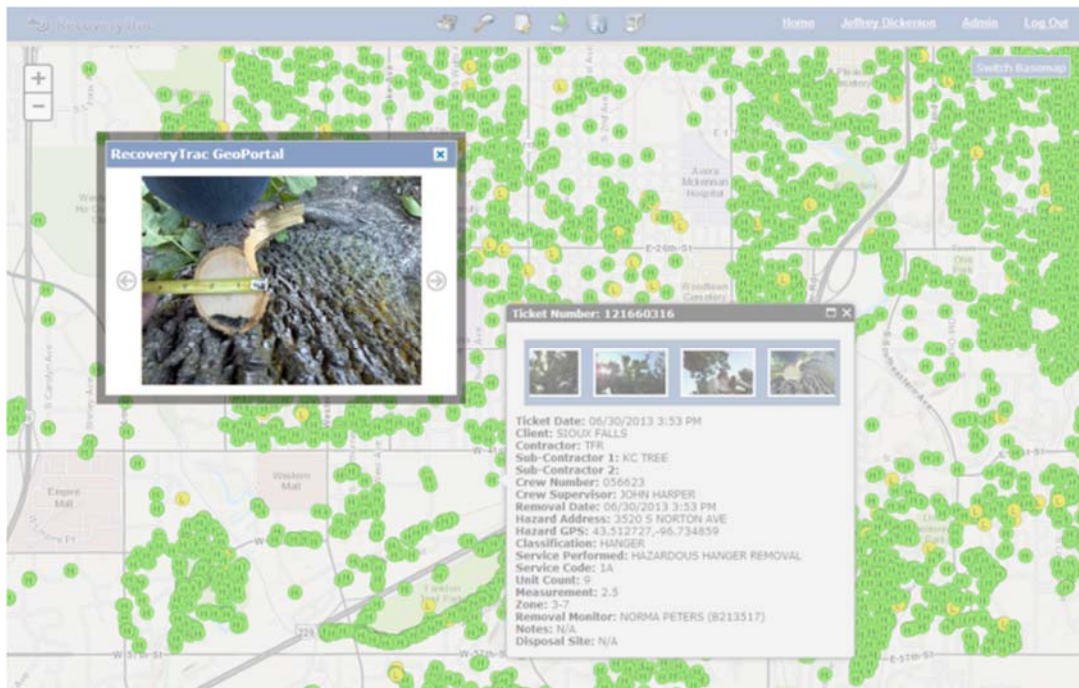
Exhibit E-9: Real-Time Ticket Report

RecoveryTrac Unit Rate AuditReport (Crew: 700430)										Date: 03/11/2014
Client: AUGUSTA					Project: AUGUSTA - WINTER STORM PAX - ROW COLLECTION					
Total Ticket Count: 12										
Ticket No.	Monitor	Date	GPS-Lat	GPS-Lng	Address	Service Code	Unit Count	Meas	Zone	Photo Count
☐ 120590044	DAWN WALKER (B214108)	03/11/2014 8:17 AM	33.434518	-82.023773	2405 ACAPULCO DR	1A	1.00	2.50	2d(GIS: 2D)	4
Crew Photo		Pre-Work Photo		Measurement Photo		Post-Work Photo				
										
☐ 120590045	DAWN WALKER (B214108)	03/11/2014 8:27 AM	33.434532	-82.023628	2405 ACAPULCO DR	1A	1.00	3.38	2d(GIS: 2D)	4
Crew Photo		Pre-Work Photo		Measurement Photo		Post-Work Photo				
										

UNIT RATE TICKET GEOPORTAL REPORT

As monitors complete unit rate tickets for hazardous trees or hangers, their locations are logged and collected. The map below displays locations where hazardous tree or hanger removals were documented in the field. Clicking on the marker allows the user to review the data and photos collected by the field monitor (see example below). The unit rate ticket report is updated in real-time.

Exhibit E-10: Unit Rate Ticket Map



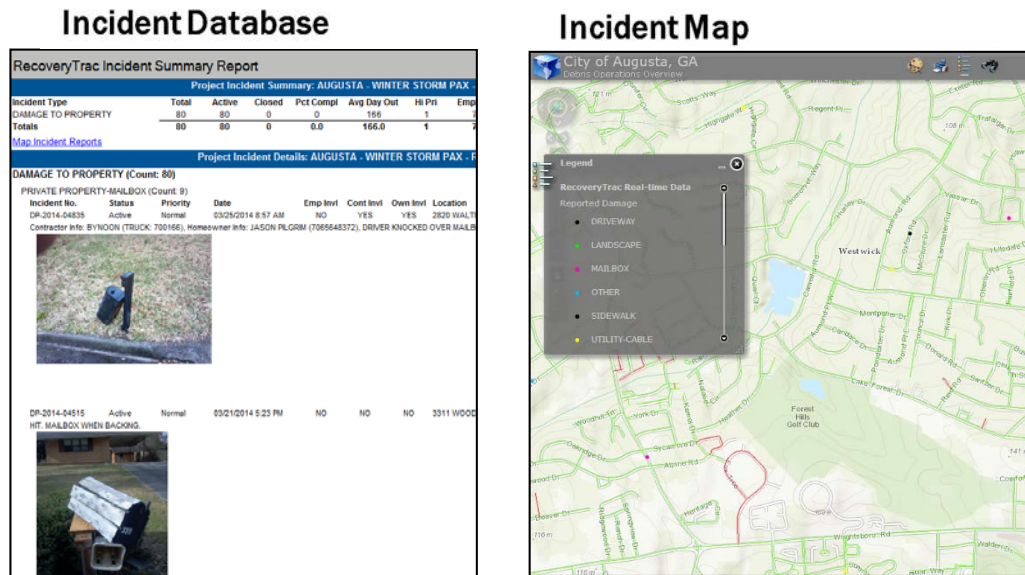
PUBLIC INFORMATION

Following a disaster event, citizens will look to the City for direction regarding the debris removal process and project progress. Tetra Tech is uniquely prepared to assist the City in developing a means for City residents to call for inquiries regarding the debris removal process. Tetra Tech has staffed debris hotlines for some of the largest disasters that have impacted the United States and is prepared to help the City establish and staff (including supplying equipment, phone lines, etc.) a debris hotline to respond to public inquiries and concerns.

INCIDENT REPORTING

Another key feature of our ADMS technology is that it allows field monitors to report incidents and provide supporting photographs in real time to the City, Tetra Tech, and the debris contractor. Examples of incidents include reporting pre-existing damage, damage caused by the contractor, debris piles skipped by the contractor, safety hazards, and other incidents critical to a debris removal program. As monitors complete incident reports in the field, the information and supporting photographs are uploaded to the Tetra Tech reporting server. Depending on the type of incident, priority e-mails may be sent out by the reporting server to City representatives, Tetra Tech's project team, and debris contractor representatives. Our firsthand experience assisting local governments with recovering from disasters has shown that accurately capturing and photographing pre-existing damage can alleviate residential damage claims that may be submitted to the City. Additionally, the incident map developed from the collection information is essential to quickly identifying unresolved contractor damages before the completion of the program.

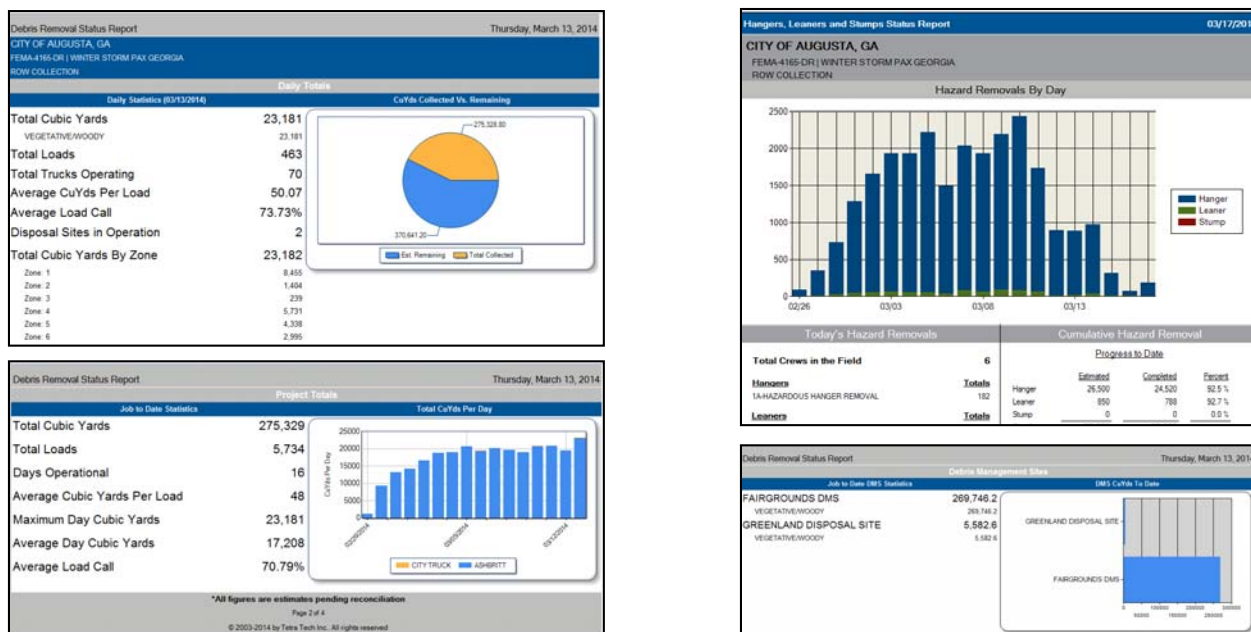
Exhibit E-11: Incident Report



Daily Reporting Metrics

Tetra Tech has a suite of reports that are automated from RecoveryTrac™ and available in real-time via PC, tablet, or smart phone. Although the reports are available at any time to the City, Tetra Tech will submit a daily status report that includes daily cubic yards/tons collected by material and program, cumulative cubic yard/tons collected, number of debris monitors in the field, cumulative cubic yards/tons hauled to final disposal, and daily/cumulative hazard removals. Below are samples of these reports created for recent projects. Additionally, Tetra Tech takes pride in the customization of reports to meet our client's specific needs and have a history of providing tailored reports to any metrics not captured in the generic reports.

Exhibit E-12: Sample Custom Reports Developed



CONTRACTOR RECONCILIATION

RecoveryTrac™ significantly reduces the amount of time needed for a contractor to generate an invoice and for the subsequent invoice reconciliation with Tetra Tech.

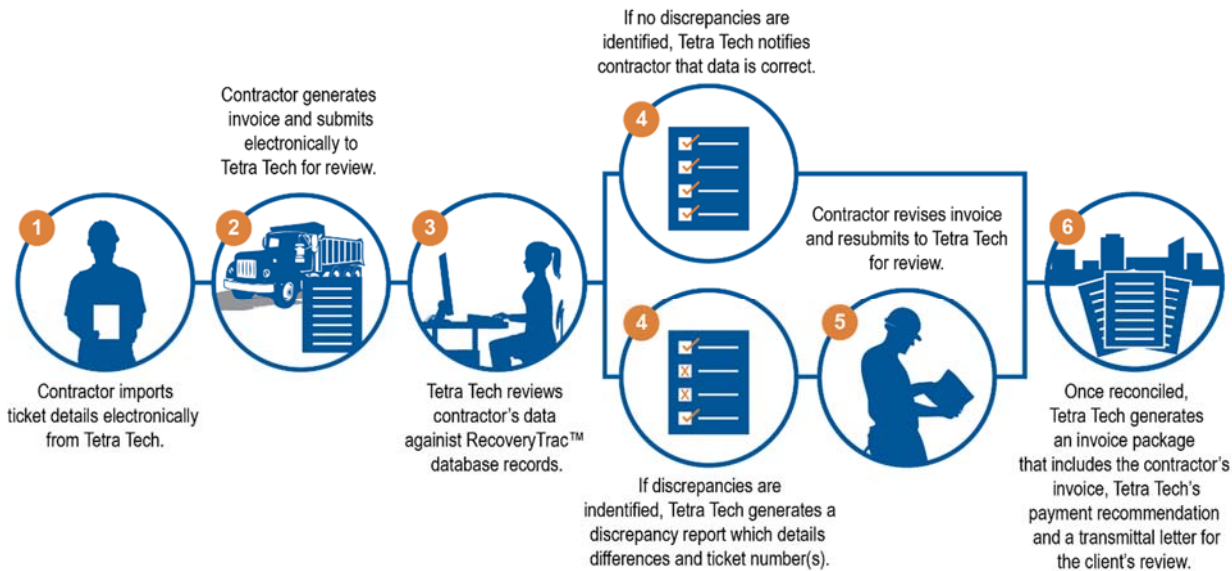
To expedite contractor invoice reconciliation efforts, Tetra Tech requires copies of contracts for all primary debris contractors. After reviewing the necessary contract(s), Tetra Tech sets up the RecoveryTrac™ database to generate transactions applicable to contract terms for tickets issued to each debris contractor.

Next, Tetra Tech meets with each primary debris contractor to review the debris contractor project reports that will be generated automatically via RecoveryTrac™. The debris contractor project reports will provide the debris contractors with sufficient data to reconcile with their subcontractors as well as generate invoices for payment by the client. The debris contractor is given a report login, which enables them to access the data remotely. They may run the report for a specific date or a range of dates.

Tetra Tech conducts several real-time QA/QC checks throughout the day, and a final daily comprehensive data analysis is performed at the close of operations. A final QA/QC check is completed when the debris contractor sends the invoice dataset to Tetra Tech for reconciliation. Incongruences in the debris contractor's data are flagged for review and must be resolved prior to the issuance of a final invoice.

The step-by-step process for contractor invoice reconciliation in a RecoveryTrac™ project is outlined below:

Exhibit E-13: Contractor Invoice Reconciliation Process



MONITOR TRAINING PROGRAM

To properly instruct newly hired employees, Tetra Tech has developed a training program that includes modules specific to the City. These modules are complete with the information required to facilitate accurate field monitoring and ADMS implementation. Qualifying tools included in the training modules assist with the retention of the material and assist Tetra Tech in screening and selecting the most qualified personnel for the monitoring task. Training module topics include truck certification, load site monitor responsibilities, disposal monitor responsibilities, hazardous trees monitor responsibilities, and field supervisor responsibilities. Project Managers,

data managers, and operations managers follow standard operating procedures and protocols established in our concept of operations plan.

Health and Safety

Tetra Tech's employees are the foundation of our business, and protecting them at all work sites is our highest priority. The company subscribes to the philosophy that all occupational incidents can be prevented and that no incident is treated as an acceptable event when we execute our work. To achieve this, the company's health and safety processes are a vital and integral part of our work.

Health and safety addressed in our operations and management systems is supported by strong leadership. Tetra Tech's leaders understand their responsibility and accountability to plan for safety and to ensure that safety measures are implemented. Preventing incidents also relies on a management system that regularly evaluates performance and identifies necessary adjustments to target continual improvement. The principal objectives of our program are codified in our written health and safety policy, which is endorsed and regularly monitored by the highest levels of our management team.

Industry metrics for our 2015 health and safety performance are provided below:

- US Experience Modification Rate (EMR) of 0.77
- 2015 Enterprise-Wide Total Recordable Injury Rate (TRIR) 0.72
- 2015 Enterprise-Wide Lost Workday Incident Rate (LWDIR) 0.14

Tetra Tech is committed to workplace safety. As such, a project-specific health and safety plan will be developed for the scope of work. Field staff assigned to the project will be trained on the health and safety plan. Additionally, Tetra Tech project managers have completed the Occupational Safety and Health Administration Disaster Site Worker course and have their 10-hour Construction Safety Certification. During a debris recovery operation, Tetra Tech project managers and supervisors routinely examine the safety of field and debris staging site operations and have the authority to shut down unsafe operations. Debris staging site monitors are equipped with the appropriate personal protective equipment, which may include hard hats, appropriate footwear, reflective vests, hearing protection, and eye protection. Additionally, Tetra Tech project managers conduct regular "tailgate" safety sessions with their field employees to alert them of potential work hazards and review safe work practices.

SECTION F: PROPOSAL MATRIX

APPROACH

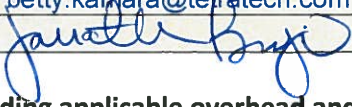
*Tetra Tech's commitment to our clients begins with value added pre-disaster training and coordination to ensure that we provide the best available end-to-end response and recovery program management services should we be called upon in the event of a future disaster. After contract award, Tetra Tech will provide the following services **at no cost to the City**:*

- *Annual coordination meeting with City stakeholders and debris removal contractors;*
- *Review and comment on the City's Disaster Debris Management Plan*
- *Review of existing Debris Managements Sites (DMS) and selection criteria;*
- *Review/update of the City's GIS Center line data;*
- *Review and comment on the City's debris removal contract and procurement processes;*
- *Annual updates regarding FEMA and FHWA policy changes; and*
- *Review of local ordinances and code(s) related to City debris removal operations.*

EXHIBIT 1 – HOURLY RATE SCHEDULE (INSERT UNDER TAB F)



**EXHIBIT I - HOURLY RATE SCHEDULE
RFP 16-20
DISASTER DEBRIS MONITORING SERVICES**
(Include under Tab F of Proposal)

NAME OF BUSINESS: Tetra Tech, Inc.
CONTACT PERSON: Jonathan Burgiel
EMAIL ADDRESS: betty.kamara@tetratech.com
AUTHORIZED SIGNATURE: 

The hourly rates shall include all cost including applicable overhead and profit, lodging, meals, transportation, rentals, safety gear, telephone costs, cameras, GPS devices and other incidentals.

	<u>POSITIONS</u>	<u>HOURLY RATES*</u>	<u>HOURS**</u>	<u>TOTAL</u>
1.	Project Manager	\$ 69.00 -	112	\$ 7,728.00 -
2.	Data Manager	\$ 55.00 -	40	\$ 2,200.00 -
3.	Cost Recovery Specialist	\$ 95.00 -	40	\$ 3,800.00 -
4.	Field Supervisors	\$ 65.00 -	336	\$ 21,840.00 -
5.	Fixed Site Monitors	\$ 33.00 -	840	\$ 27,720.00 -
6.	Environmental Specialist	\$ 55.00 -	40	\$ 2,200.00 -
7.	GIS Specialist	\$ 49.00 -	40	\$ 1,960.00 -
8.	Supervising Monitors	\$ 45.00 -	168	\$ 7,560.00 -
9.	Billing/Invoice Analysts	\$ 45.00 -	40	\$ 1,800.00 -
10.	Administrative Assistants	\$ 32.00 -	40	\$ 1,280.00 -
11.	Field Monitors	\$ 33.00 -	4,200	\$ 138,600.00 -
TOTAL (Items 1-11)				\$ 216,688.00 -

*Any overtime will be billed at the Hourly Rate times 1.5. Overtime is not to be included in the rates above.

**These hours are not intended to represent the actual contract amount, but are an estimated representation of a typical work week. The actual contract value will be negotiated with the successful proposing agency prior to issuance of the notice to proceed for each event.

This document must be completed and returned with your Submittal
This Document is also available on DemandStar as a fillable Excel Worksheet

SECTION 9 – REQUIRED FORMS

FORM 9.1 – PROPOSAL SUBMITTAL CHECKLIST

- X Form 9.2 – Proposer’s Acknowledgement Form
- X Form 9.3 – Drug Free Preference Statement
- X Form 9.4 – Sworn Statement Pursuant to Section 287.133 (3)(a) F.S. in Public Entity Crimes (BS-2)
- X Form 9.5 – Affidavit of Anti-Collusion Form
- X Form 9.6 – Authorized Signatures/Negotiators
- X Form 9.7 – Vendor Application Form
- X Form 9.8 MWBE participation Statement
- X W-9 Form
- X Exhibit 1 – TAB F: Hourly Rate Schedule
- X Submission of one (1) original marked “ORIGINAL”, and one (1) digital (CD or flash drive) version in PDF format.

BY: Tetra Tech, Inc.

Proposer



Authorized Signature

May 19, 2016

Date

This document must be completed and returned with your Submittal



City of Port Orange

Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129
Telephone (386) 506-5718
Fax (386) 506-5711

RFP #16-20

FORM 9.2 – PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: Disaster Debris Monitoring

RFP RELEASE DATE: April 22, 2016

RFP DEADLINE FOR QUESTIONS: May 6, 2016 at 5:00 P.M.

RFP DUE DATE & TIME: May 20, 2016 at 2:30 P.M. City Hall, City Clerk's Office

Proposals Received After the Above Date and Time Will Not Be Considered.

If returning as a "No Submission," please state reason (s): _____

PROPOSER'S COMPANY NAME: Tetra Tech, Inc.

PROPOSER'S COMPANY MAILING ADDRESS: 2301 Lucien Way, Suite 120

CITY-STATE-ZIP: Maitland, FL 32751

PHONE NUMBER: (321) 441-8518

EMAIL: betty.kamara@tetrattech.com

ACKNOWLEDGMENT OF ADDENDA: (You must circle the correct # of addenda issued) 0 1 2 3 4 5

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the proposer. In submitting a proposal to the City of Port Orange, the proposer offers and agrees that if the proposal is accepted, the proposer will convey, 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 Antitrust 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.

X 
AUTHORIZED SIGNATURE (MANUAL)

Jonathan Burgiel
NAME (TYPED)

Vice President
TITLE

May 19, 2016
DATED

FORM 9.3 – DRUG FREE PREFERENCE STATEMENT

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid 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 bids will be followed if none of the tied vendors 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 bid 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 bid, 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 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 any 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 Firm: Tetra Tech, Inc.

By: 
(Name and Title) Jonathan Burgiel, Vice President

Date: May 19, 2016

The foregoing instrument was acknowledged before me this 19th day of May, 2016, by Jonathan Burgiel, as Vice President of Tetra Tech, Inc. and who: ☒ is personally known to me; or ☐ has produced _____ as identification.




Notary Public, State of _____
Printed Name, Commission Seal and Term Expiration Date

This document must be completed and returned with your Submittal

FORM 9.4- SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant Jonathan Burgiel, who, being by me first duly sworn, made the following statement:

1. The business address of Tetra Tech, Inc. (name of Offeror or business) is 2301 Lucien Way, Suite 120, Maitland, FL 32751.
2. My relationship to Tetra Tech, Inc. (name of Offeror or business) is Vice 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 an 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 vendor list. The name of the convicted person or affiliate is N/A. A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

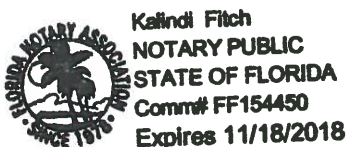
Jonathan Burgiel
(Authorized Signature)

May 19, 2016
(Date)

Jonathan Burgiel
(Print Name)

STATE OF Florida COUNTY OF Orange

The foregoing instrument was acknowledged before me this 19 day of May, 2016, by Jonathan Burgiel, as Vice President of Tetra Tech, Inc. and who: ☒ is personally known to me; or ☐ has produced _____ as identification.



[Signature]
Notary Public, State of
Printed Name, Commission Seal and Term Expiration Date

This document must be completed and returned with your Submittal

FORM 9.5. – ANTI-COLLUSION FORM

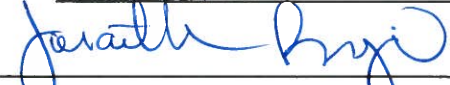
ANTI-COLLUSION STATEMENT PROPOSAL FORM:

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 PROPOSERS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE PROPOSERS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: Tetra Tech, Inc.

SIGNED BY: 

(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: Jonathan Burgiel

TITLE: Vice President

ADDRESS: 2301 Lucien Way, Suite 120

CITY: Maitland STATE: FL ZIP CODE: 32751

TELEPHONE: (321) 441-8518 FAX: (321) 441-8501

COMPLETION TIME: May 19, 2016 | 2:30pm EST

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

NO Proposal may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Proposals, without the consent of the City of Port Orange.

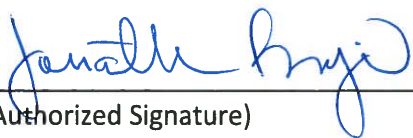
NO PROPOSAL (REASON): _____

This document must be completed and returned with your Submittal

FORM 9.6 – AUTHORIZED SIGNATURES/NEGOTIATORS

The Bidder or Proposer represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Bidder or Proposer will be duly bound:

Name	<u>Jonathan Burgiel</u>	Title	<u>Vice President/Ops Manager</u>	Phone #	<u>321-441-8518</u>
	<u>Roger Argus</u>		<u>EMI Operating Unit President</u>		<u>619-321-6749</u>
	<u></u>		<u></u>		<u></u>
	<u></u>		<u></u>		<u></u>


(Authorized Signature)

This document must be completed and returned with your Submittal

FORM 9.7 - VENDOR APPLICATION



City of Port Orange Vendor Application

City of Port Orange

Date: May 19, 2016

Attn: Marie Burton

(386) 506-5716

mburton@port-orange.org

1000 City Center Circle

Port Orange, FL 32129

FIRM NAME: Tetra Tech, Inc.

ADDRESS: 2301 Lucien Way, Suite 120

CITY: Maitland

STATE: FL

ZIP CODE: 32751

If remittance payment address is different than application or W9 please fill out below:

ADDRESS: Same as above

TEL. # (including area code): (321) 441-8518

FAX.# (321) 441-8501

SIGNATURE PERSON FILING APPLICATION:

PRINTED NAME: Jonathan Burgiel

TITLE: Vice President

FEDERAL I.D. (F.E.I.N.) # 95-4148514

E-MAIL ADDRESS: betty.kamara@tetrattech.com

(Authorized Company Representative)

COMPANY STATUS:

INCOPRORATED: ☒ Y ☐ N State Incorporated: Delaware Year: 1988

TYPE OF ORGANIZATION: ☐ Indiv. ☐ Partnership ☒ Corp. ☐ Non-Profit ☐ LLC

ATTORNEY TRUST ACCOUNT NAME: Registered agent: The Corporation Trust Company

INSURANCE: Proof of adequate coverage for professional general liability, errors and omissions and workers' compensation may be required for certain types of procurements.

☐ Check this box to waive insurance requirements **only** if you are providing goods for F.O.B destination with no installation services.

*** NOTE TO VENDORS***

The City of Port Orange, Florida does not maintain a prospective vendor's list, classified by commodities for the purpose of inviting sealed bids and quotation.

The City utilizes DemandStar www.demandstar.com to release Bids/RFP's and quotes. While the City advertises the Invitation to Bid in the local newspaper (Daytona News Journal) only in rare cases does the City mail out announcement notices to vendors. Vendors interested in becoming a member of DemandStar may visit their web site at: www.demandstar.com or by calling them at 1-800-711-1712.

Vendors will automatically receive notice of request for Bids/RFP's or quotes after they sign up on DemandStar. It is important that vendors sign, complete and return this application. Also include the W-9 and insurance information requirements in order for the City to assign a vendor number on our computer system.

It is also the vendor's responsibility to keep the Purchasing Division informed as to any change of address or insurance that may occur.

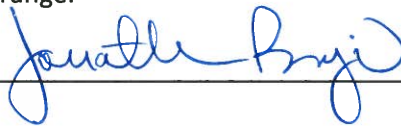
If your company is interested in bidding on commodities/services in addition to those specified, on any specific article related to the main category, insert the type of those materials on the blank space provided for each category group. Attorney services are secured by direct telephone quotes or written price inquires.

Drug Free Workplace: A statement as to whether or not your firm has implemented a drug-free workplace program, as described in Section 287.087 of the Florida Statutes should be noted. Failure to respond in affirmative to this request will not disqualify you from consideration. Preference will be given to firms which have implemented a drug-free workplace program in the case where the City has received two or more bids what are equal with respect to price, quality, and service.

Equal Employment Opportunity (EEO). All vendors will be required to make an affirmative statement as to their support of all applicable equal opportunity affirmative actions requirements. A copy of the City's Equal Employment Opportunity statement (EEO) will be available to the vendor upon request.

I certify that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer, so far as is known, is now disqualified from the public contracting and purchasing process by any agency of the federal government, the State of Florida or the City of Port Orange.

Signature of Person Completing Form: _____



Printed/Types Name: Jonathan Burgiel

Title: Vice President

Commodity/Services Disaster debris monitoring and management services & Financial recovery services.

This document must be completed and returned with your Submittal

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Tetra Tech, Inc.	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate	
	☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ^a	
	☐ Other (see instructions) ^a	
Address (number, street, and apt. or suite no.) Corporate: 3475 East Foothill Boulevard		Requester's name and address (optional) City of Port Orange, Florida 1000 City Center Circle Port Orange, FL 32129
City, state, and ZIP code Pasadena, CA 91107		
List account number(s) here (optional)		

Part I	Taxpayer Identification Number (TIN)
--------	--------------------------------------

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number										
			-			-				

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

[illegible]

Part II	Certification
---------	---------------

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ^a	Date ^a May 19, 2016
-----------	---------------------------------------	--------------------------------

This document must be completed and returned with your Submittal

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

FORM 9.8 – MWBE PARTICIPATION STATEMENT

Note: The Consultant is required to complete the following information and submit this form with the proposal.

Project Description: Disaster Debris Monitoring Services

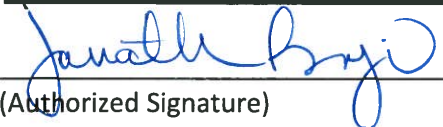
Consultant Name: Tetra Tech, Inc.

This consultant (is) (is not X) a certified small or Minority or Woman Owned Business Enterprise (MWBE) per 44 C.F.R. § 13.36 (e).

Expected percentage of contract fees to be subcontracted to MWBE(s): 0 %

If the intention is to subcontract a portion of the contract fees to MWBE(s), the proposed MWBE sub-consultants are as follows:

<u>DBE Sub-Consultant</u>	<u>Type of Work/Commodity</u>
<u>N/A</u>	

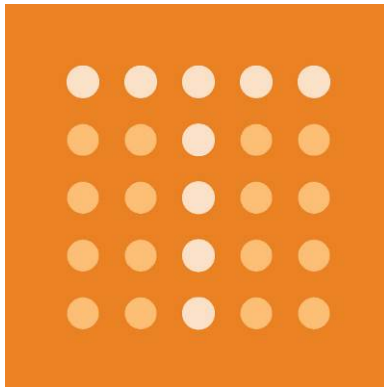

(Authorized Signature)

May 19, 2016
(Date)

Jonathan Burgiel
(Print Name)

This document must be completed and returned with your Submittal

Electronic Copy



City of Port Orange, Florida

Request for Proposal No. 16-20

DISASTER DEBRIS MONITORING SERVICES

Due Date/Time: May 20, 2016 | 2:30 P.M.

thompson
CONSULTING SERVICES

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City of Port Orange, Florida

Request for Proposals No. 16-20
Disaster Debris Monitoring Services

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May 20, 2016

City of Port Orange, Florida
Diana M. Frye, Purchasing Manager
Finance Department
1000 City Center Circle
Port Orange, Florida 32129

RE: Request for Proposal No. 16-20 – Disaster Debris Monitoring Services

Dear Members of the Selection Committee,

Thompson Consulting Services (Thompson) is pleased to submit the enclosed proposal to provide the City of Port Orange, Florida (City) with professional disaster debris removal monitoring services. Thompson's consultants have over 50 years of combined experience in supporting more than \$2.5 billion of federal grant funding in response to tornadoes, hurricanes, floods, earthquakes, ice storms, rock slides, oil spills and other natural disasters on behalf of over 120 local government agencies. We believe Thompson is best suited to assist the City with disaster debris monitoring services for the following reasons:

POST-DISASTER DEBRIS REMOVAL MANAGEMENT AND FEMA FUNDING EXPERIENCE: Thompson's experience with post-disaster debris removal monitoring and management services spans three decades and accounts for the administration of more than \$2.5 billion of debris removal funding on behalf of more than 120 local and state government agencies. Our staff's experience is unparalleled in the industry and provides assurance to the City that we will stand by our work from project inception to regulatory closeout and audit.

QUALIFICATIONS OF OUR STAFF: Thompson's staff of consultants is amongst the most educated, qualified, and dynamic in the industry. All of Thompson's staff has extensive experience with disaster recovery programs including large scale debris removal programs involving a minimum of 1,000,000 cubic yards. Our emergency response and disaster recovery experts have responded to some of the most devastating incidents to impact the United States in the last two decades. This experience means that the City can rest assured that its disaster reimbursement is in the hands of the industries most qualified professionals.

AUTOMATED DEBRIS MANAGEMENT SYSTEM (ADMS): Thompson has invested considerable resources in technologies to support more efficient debris removal monitoring. Among these is our best-in-class ADMS solution, the Thompson Data Management Suite (TDMS) comprised of our handheld device, *TDMSmobile*, which allows us to capture data in the field, and our software, *TDMSweb*, which is a variety of web – based software applications that serve as the backbone for data storage and management. This technology offers increased efficiency in collecting field data as well as advanced reporting and data analysis.

ABILITY TO QUICKLY RESPOND: Thompson has more than 1,000 inspectors on stand-by. Should a debris generating incident occur we will be able to deploy staff and resources within hours of receiving a notice to proceed from the City. Thompson is set-up to quickly adapt to the uncertain and changing needs of

1135 Townpark Avenue, Suite 2101
Lake Mary, Florida 32746
407.792.0018 ph. / 407.878.7858 fax
www.thompsoncs.net

A THOMPSON HOLDINGS, INC. COMPANY

the City. The senior leadership of Thompson will be on-the-ground prior to activation (for known incidents) and have final authority to commit firm resources and make firm-wide decisions. During times of emergency, this ability to rapidly respond to the needs of the City is of paramount importance.

VERSATILITY OF OUR TEAM: While many firms can offer experience and personnel in certain aspects of the City's needs, Thompson provides the City with professional engineers and consultants that have experience with developing programs to address any of the following disaster recovery programs:

- Right-of-way (ROW) debris removal
- Right-of-way leaning tree and hanging limb removal (leaner/hanger)
- Park(s) cleanup
- Private property debris removal (PPDR)
- Right-of-entry (ROE) administration
- Demolition program management
- Inland/non-navigable and navigable waterway debris removal
- Vehicle/vessel recovery
- White goods removal and decommissioning

A LOCAL PREFERENCE FOR HIRING DEBRIS MONITORS: It is Thompson's intent to fill all temporary debris monitoring positions with skilled and experienced City residents in need of work. Thompson will provide qualified residents with safety training, drug screening, and on the job training with experienced debris monitoring supervisors. We will make sure that all local hires are thoroughly and properly trained prior to being deployed to monitor a debris removal crew. This effort will help residents participate in the City's recovery efforts with a meaningful impact and earn a competitive hourly wage.

COMMITMENT TO SAFETY AND QUALITY: Thompson is the only debris monitoring firm that performs drug screening and motor vehicle operating record reviews for 100% of its temporary employees. This practice results in a team of monitors that is both safe and committed to quality. In addition, Thompson deploys a quality assurance team to each of its projects to ensure that certain quality standards are being upheld, regardless of the operating conditions and climate.

FIRM AGENTS & CONTACT INFORMATION: The following is a list of primary principals who will serve as direct points of contact to the City for all inquiries related to this submittal, and are authorized agents of the firm.

Corporate Office / Point of Contact:

1135 Townpark Ave., Ste. 2101
Lake Mary, FL 32746
O: 407-792-0018 | F: 407-878-7858
www.thompsoncs.net

Jon Hoyle, President
C: 321.303.2543
jhoyle@thompsoncs.net

Nate Counsell, Vice President
C: 407.619.2781
ncounsell@thompsoncs.net

Thompson has the experience and resources necessary to be extremely responsive to the City's needs in preparing for and responding to a disaster incident. We would be honored to serve as your disaster debris monitoring and management services provider and stand prepared to exceed the service expectations that the City has established.

Best regards,

THOMPSON CONSULTING SERVICES, LLC



Jon Hoyle, President

SECTION B

FIRM & STAFF QUALIFICATIONS

History of the Firm

Thompson Consulting Services is a full service emergency response, disaster recovery and grant management consultancy, organized as a subsidiary of Thompson Holdings, Inc. (Thompson) which also includes our sister companies Thompson Engineering and Watermark Design. What began as a small company doing basic soils and materials testing in Mobile, Alabama has since grown into a national corporation with thirteen branch offices throughout five states in the southeastern United States. Our ongoing success, strong growth, consistent project delivery and commitment to 100 percent client satisfaction can be traced back to 1953 when our founder, Vester J. Thompson, established the high standards that lay the foundation of our work ethic. These standards are still upheld today and summarized as follows:

- Excellence in workmanship
- Innovative solutions
- Timely, responsive service
- Cost effectiveness

With more than 325 personnel spanning the consulting, engineering and architecture disciplines, commitment to these standards ensures a universal threshold for project quality. Our staff has a vested interest in providing safe, quality driven, successful projects that are completed on time and within budget.

The corporate organizational chart below graphically depicts the relationship between the Thompson Family of Companies and provides a brief summary of each company's service offerings. Thompson Consulting Services will serve as the contracting entity for the services requested by the City of Port Orange, Florida (City).



Prior to the inception of Thompson Consulting Services in 2011, disaster debris monitoring and program management services have been provided by Thompson Engineering since 1979 following Hurricane Frederic. Since then our organization has supported various local, state, and federal entities throughout the Nation, including the United States Army Corps of Engineers (USACE), respond to and recover from a

variety of natural disasters. *Thompson Consulting Services was founded to focus solely on disaster preparedness, response and recovery service offerings.*

Firm Data

Firm Name:	Thompson Consulting Services, LLC	
Address:	1135 Townpark Avenue, Suite 2101 Lake Mary, Florida 32746	
Telephone:	(407) 792-0018	
Fax:	(407) 878-7858	
Email:	info@thompsoncs.net	
Website:	www.thompsoncs.net	
Company / Ownership Type:	Limited Liability Company	
Year Established:	2011	
Former Name:	Thompson Engineering	
Year Est.:	1953	
Sate of Formation:	Delaware	
Officers/Board of Managers:	Jon Hoyle, President Nate Counsell, Vice President James H. Shumock, C.P.A., BOM	John H. Baker, III, BOM Michael Manning, BOM

Office Locations

Thompson Consulting Services' corporate office is located in Lake Mary, Florida, less than 40 minutes away from the City of Port Orange. All project operations for the City will be carried out through the Thompson's Lake Mary office. In addition, Thompson maintains 13 corporate and eight satellite offices scattered throughout the southeast. The geographic distribution of our offices will ensure the City will receive a timely response to a disaster event regardless of its magnitude.



Point-of-Contact

The City may contact the following representatives and authorized agents of the firm with any questions regarding Thompson's proposal response.

Principals / Point of Contact:

Corporate/Project Office:	Jon Hoyle, President	Nate Counsell, Vice President
1135 Townpark Avenue, Ste 2101	O: 407.792.0018 C: 321.303.2543	O: 407.792.0018 C: 407.619.2781
Lake Mary, FL 32746	jhoyle@thompsoncs.net	ncounsell@thompsoncs.net

Background and Summary of Experience

Thompson has provided disaster response and recovery services since **1979** following Hurricane Frederic. Since then, our staff has supported over **120** federal, state and local government entities plan for and respond to a variety of disaster incidents, such as, tornadoes, hurricanes, floods, earthquakes,

ice storms, oil spills and other natural disasters. Our emergency response and disaster recovery consultants have over **50** years of combined experience and have responded to some of the most devastating incidents to impact the United States in the last two decades including: Hurricanes Charley, Frances and Ivan in 2004; Hurricane Katrina in 2005; the Buffalo, NY ice and snow storm of 2006; Hurricane Ike in 2008; the Nashville, TN floods in 2010; the Southeast tornadoes of April 2011; Hurricane Irene in 2011; the Midwest tornados of 2012 which impacted Missouri, Illinois, Indiana, Kentucky, Tennessee and West Virginia, Hurricanes Isaac and Sandy in 2012, Winter Storm Pax in 2014; Winter Storm Pandora in Tennessee and the South Carolina flooding in 2015. This work has resulted in our clients successfully applying for and retaining more than **\$2.5** billion of federal grant funding for debris removal.

Our staff has monitored the federally reimbursed removal of over 80 million cubic yards of debris on behalf of over 120 different local and state government agencies across the United States.

Our approach to providing disaster response and recovery services to the City of Port Orange maintains a primary focus on the efficient and effective utilization of available resources while assisting the City in navigating the funding and compliance channels of the Florida Division of Emergency Management (FDEM)) and the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program.

Qualifications and Experience

Thompson's consultants have performed debris monitoring and grant administration services for a variety of Federal Emergency Management Agency (FEMA) and Federal Highway Administration (FHWA) reimbursable federally declared disasters, many of which resulted in the collection of 1,000,000 cubic yards or more of debris. A summary of our experience listed by disaster event over the last twelve years is provided in the table below, in addition a comprehensive matrix of our staff's experience in these disasters is provided in Exhibit B.1 following this section.

Table B-1: Grant Programs and Funding Administered by Disaster

Disaster	Year	Clients	Grant Funds Administered	Grant Programs
South Carolina Severe Flooding (FEMA DR-4241)	2015	1	\$35,000,000	FEMA PA, FEMA HMGP
Winter Storm Pandora (FEMA DR-4211)	2015	3	\$750,000	FEMA PA
Alabama Severe Storms (FEMA DR-4176)	2014	4	\$2,000,000	FEMA PA
Winter Storm Pax (FEMA DR-4166)	2014	6	\$200,000,000	FEMA PA, FHWA ER, FEMA HMGP
Hurricane Sandy (FEMA DR-4085-4086)	2012	7	\$250,000,000	FEMA PA, FHWA ER, FEMA HMGP
Hurricane Isaac (FEMA DR-4080-4081)	2012	4	\$2,000,000	FEMA PA, FHWA ER
Indiana Tornados (FEMA DR-4058)	2012	1	\$2,500,000	FEMA PA, FHWA ER
Hurricane Irene (FEMA DR-4024)	2011	1	\$4,500,000	FEMA PA, FHWA ER
Alabama Tornados (FEMA DR-1971)	2011	3	\$25,000,000	FEMA PA, FEMA HMGP, FHWA ER, CDBG DR, DOE
Oklahoma Severe Storms (FEMA DR-1876)	2010	1	\$284,160	FEMA PA, FHWA ER
Tennessee Flooding (FEMA DR-1909)	2010	1	\$4,133,100	FEMA PA, FHWA ER
Iowa Flooding (FEMA DR-1763)	2010	2	\$1,640,325	FEMA PA, FEMA HMGP FHWA ER
Massachusetts Snow Storm (FEMA \DR-1813)	2009	2	\$896,475	FEMA PA, FHWA ER
Hurricane Ike (FEMA DR-1791)	2008	12	\$445,504,160	FEMA PA, FEMA SRL, FHWA ER, CDBG DR
Hurricane Gustav (FEMA DR-1786)	2008	6	\$19,374,540	FEMA PA, FEMA SRL, FEMA HMGP, FHWA ER
Hurricane Dolly (FEMA DR-1780)	2008	2	\$17,241,000	FEMA PA, FHWA ER
Oklahoma/Missouri Ice Storm (FEMA DR-1735)	2007	2	\$12,375,000	FEMA PA, FHWA ER

Disaster	Year	Clients	Grant Funds Administered	Grant Programs
Missouri Ice Storm (FEMA DR-1676)	2007	3	\$31,523,000	FEMA PA, FHWA ER
New York Winter Storm (FEMA DR-1665)	2006	7	\$20,700,000	FEMA PA, FHWA ER, NRCS
Hurricane Wilma (FEMA DR-1609)	2005	15	\$214,491,000	FEMA PA, FEMA HMGP, FHWA ER, NRCS
Hurricane Rita (FEMA DR 1606)	2005	2	\$96,000,000	FEMA PA, FHWA ER
Hurricane Katrina (FEMA DR 1602-1604)	2005	30	\$914,304,040	FEMA PA, FEMA HMGP, FHWA ER, NRCS
Hurricane Dennis (FEMA DR-1595)	2005	3	\$90,000,000	FEMA PA, FHWA ER
Hurricane Ivan (FEMA DR-1551)	2004	3	\$243,332,500	FEMA PA, FEMA HMGP, FHWA ER, NRCS
Hurricane Frances (FEMA DR-1545)	2004	1	\$5,000,000	FEMA PA, FHWA ER
Hurricane Charley (FEMA DR-1539)	2004	3	\$97,085,850	FEMA PA, FHWA ER

Thompson's clients benefit from our long and consistent history in providing disaster response and recovery services through the incorporation of program management best practices gained over the years, and understanding of current federal disaster recovery guidelines and procedures. We have a thorough understanding of how agencies at the federal, state, and local levels coordinate during a recovery operation.

Record of Prior Successful Experience

Thompson has an exceptional record of performance on our previous and existing contracts. The following select project examples highlight our experience and capabilities performing similar services to the scope of work requested by the City and include several recent examples that demonstrate our experience and ability to guide local governments to meet the FEMA Public Assistance Program eligibility requirements for debris removal monitoring. In addition, many of these projects provide evidence of our ability to perform damage assessment, right-of-way monitoring, hazardous leaner/hanger removal, disposal site monitoring, solid and hazardous waste management and FEMA reimbursement.

South Carolina Department of Transportation (SCDOT)

2014 - 2016

Debris Removal Monitoring and Public Assistance Consulting

Debris Quantity: 1,300,000 CY



Severe Flooding 2015: South Carolina experienced severe storms and heavy rainfall which left multiple counties throughout the State flooded. Homeowners began removing damaged household items and piling debris along the right-of-way. SCDOT activated Thompson to guide and assist with response and recovery efforts. Thompson worked with the SCDOT to quickly establish debris removal operations along State maintained roadways in 11 counties throughout the State and documented over 111,500 cubic yards of C&D debris, as well as 39.89 tons of unregulated E-Waste, 1,480 units of regulated E-Waste, 48.4 tons of HHW and 486 units of white goods. In addition, hundreds of roadways and bridges throughout the

State were compromised from the flood waters and SCDOT has again sought the services of Thompson's FEMA Public Assistance professionals to assist in the management and development of project worksheets.

Winter Storm Pax 2014: Winter Storm Pax generated widespread vegetative debris throughout the State of South Carolina. The SCDOT activated its pre-event contract with Thompson to monitor a six county area in the eastern part of the state including, Horry, Georgetown, Williamsburg, Florence, Dillon, and Marion Counties. Thompson monitored, documented, and substantiated reimbursement for the removal of 1,200,000 cubic yards of debris and the removal of hazardous limbs from



175,000 hazardous trees by three debris removal contractors.

Thompson also supported the SCDOT by providing Federal Emergency Management Agency (FEMA) Public Assistance, Category A and B consulting services, overseeing the preparation of more than 115 large Project Worksheets on behalf of SCDOT and recovering more than \$155,000,000 in funding.

Putnam County, Tennessee

March – June 2015

Debris Removal Monitoring

Debris Quantity: 140,000 CY

Summary: Following a severe, Putnam County was overcome with downed trees and hazardous hanging limbs lining critical roadways. Thompson assisted the County in monitoring contracted debris removal operations throughout the County. Thompson mobilized within hours of receiving a notice to proceed and began hiring and training local residents to serve as debris monitors. Thompson monitored, documented, and substantiated reimbursement for the removal of 140,000 cubic yards of debris and the removal of 115 hazardous trees.

Fentress County, Tennessee

March – June 2015

Debris Removal Monitoring

Debris Quantity: 77,000 CY

Summary: Following a severe winter, Fentress County was overcome with downed trees and hazardous hanging limbs lining critical roadways. The County retained Thompson to monitor contracted debris removal operations throughout the County. Thompson mobilized within hours of receiving a notice to proceed and began hiring and training local residents of the County to serve as debris monitors. Thompson monitored, documented, and substantiated reimbursement for the removal of over 77,000 cubic yards of debris.

City of Kimberly, Alabama

May – June 2014

Debris Removal Monitoring

Debris Quantity: 20,000 CY

Summary: Following an outbreak of severe weather and tornados, the City of Kimberly retained Thompson to monitor contracted debris removal operations throughout the City. The City was overwhelmed beyond their capacity with mixed debris, C&D, and hazardous trees. Thompson monitored, documented, and substantiated reimbursement for the removal of 20,000 cubic yards of debris and the removal of 118 hazardous trees.

Aiken County, South Carolina

February – August 2014

Debris Removal Monitoring

Debris Quantity: 1,500,000 CY



Summary: In February, 2014 Winter Storm Pax, a powerful ice storm, coated an 18 County area in South Carolina with up to 1.5" of ice and generated widespread vegetative debris. Aiken County activated a contract with Thompson following an emergency procurement to monitor debris removal from County maintained roads, schools, parks, facilities and waterways. Thompson monitored, documented, and substantiated reimbursement for the removal of 1,500,000 cubic yards of debris and the removal of hazardous limbs from 155,000 hazardous trees from County roads ways. In addition, Thompson is monitored the removal of debris and hazardous hanging limbs from the Horse Creek Water Trail, a historically significant waterway, in order to substantiate reimbursement for the removal of over 40,000 cubic yards of debris and the removal of hazardous limbs from 4,000 hazardous trees.

City of Hoboken, New Jersey

November 2012 - Present

Disaster Debris Removal Monitoring & Public Assistance Consulting

Debris Quantity: 25,000 CY

Hurricane Sandy Recovery: The City of Hoboken was severely impacted by the storm surge produced by Hurricane and Post-Tropical Cyclone Sandy which caused the Hudson River to overcome the seawall at the north and south ends of the City. After the water receded contents of flooded homes and basements were placed on the City right of way (ROW) for disposal. Overwhelming amounts of mixed debris quickly filled City sidewalks and

roads. In response, the City retained Thompson to manage, monitor, and document work performed by Contract haulers and City force account resources to ensure that all emergency work performed was documented with the detail necessary to maximize available federal disaster assistance, including FEMA Public Assistance funding. Thompson assisted with coordination among the City, Hudson County, NJDEP, and NJOEM. Furthermore, Thompson played a key role in the design and implementation of 24-hour debris removal operations that addressed unique urban challenges such as narrow streets, heavy traffic through debris congested City ROW, and large quantities of debris obstructing pedestrian walkways and private residences. With the assistance of Thompson, the City of Hoboken expeditiously recovered from one of the most devastating Hurricanes in recent history.

Emergency Management Planning: Following Hurricane Sandy recovery efforts the City conducted an after-action review of response activities and identified areas of best practices and needed improvement. Many items needed to be incorporated into the City's existing Emergency Operations Plan, for which they contracted Thompson to assist in the updating process. Thompson met with City officials and identified areas of the base plan and departmental annexes that would require updating. Specific attention was drawn to updating the City's debris management procedures as well as providing various tools and checklist to better implement debris management operations following a disaster-debris generating event. Thompson was also able to update and expanded upon a roles and responsibility matrix, which provided a quick reference and framework for which City, County, State, and federal agencies/departments were responsible to for various emergency response activities. In addition, Thompson is currently finalizing a Disaster Debris Management Plan for the City of Hoboken.

Terrebonne Parish, Louisiana

September – October 2012

Hurricane Recovery Management and Debris Removal Monitoring

Debris Quantity: 56,000 CY



Summary: After Hurricane Isaac made landfall along the Louisiana Gulf Coast, Thompson immediately responded to Terrebonne Parish by deploying a field management team to train and on-board local residents to monitor and document emergency push and debris removal operations. As Isaac's eye passed over the Parish, high winds and heavy rainfall generated debris and downed trees and power lines. Thompson worked with Terrebonne Parish on an expedited debris removal schedule, and after close coordination with the Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP), Louisiana Department of Environmental Quality (LDEQ), and FEMA, completed emergency time and materials

as well as ROW debris removal in less than 30 days. In addition, Thompson assisted the Parish with the development and implementation of a leaner hanger program in Parish parks. Thompson managed and documented the removal of nearly 56,000 CY of debris in order to satisfy FEMA and State reimbursement requirements.

Denham Springs, Louisiana

September 2012- October 2012

Disaster Recovery Management and Debris Removal Monitoring

Debris Quantity: 9,300 CY

Summary: Following Hurricane Isaac's landfall, Thompson was engaged by the City of Denham Springs to provide disaster debris removal monitoring services. The force of the wind downed power lines and trees and scattered debris throughout the City. Within hours of a notice to proceed, Thompson deployed a field management team to train and on-board local debris monitors in the impacted area, as well as coordinated with the City, GOHSEP, LDEQ, and FEMA to begin emergency debris removal. Thompson monitored emergency road clearance and debris removal operations and right-of-way collection of over 9,300 CY of vegetative and construction and demolition (C&D) debris throughout the affected areas.

Furthermore, Thompson conducted a city-wide survey to identify hurricane damaged trees and assisted with the development and implantation of a leaner/hanger program to address City ROW and public parks.



Hancock County, Mississippi

September 2012

Hurricane Recovery Management and Debris Removal Monitoring

Debris Quantity: 15,000 CY

Summary: Following Hurricane Isaac's landfall, Thompson was engaged by Hancock County, MS to provide disaster debris removal monitoring services for debris removal from County Beaches and ROW debris removal from FHWA Beach Blvd. Storm surge wrought by Hurricane Isaac drowned thousands of nutria which subsequently washed onto the County's beaches along with thousands of cubic yards of debris and sea grass. Piles of debris posed an immediate threat to public health and safety, as the thick grass harbored thousands of snakes, decaying nutria, and served as a breeding ground for mosquitos and viruses such as West Nile. Furthermore, storm surge and several days of pounding waves caused extensive erosion along the Hancock County shoreline and displaced beach sand onto Beach Blvd. and other high traffic roads. Within hours of a notice to proceed, Thompson deployed a field management team to train and on-board local debris monitors in the impacted area, as well as coordinated with the County, Mississippi Department of Environmental Quality (MDEQ), and FEMA to begin emergency debris removal from the beaches and with FHWA to coordinate debris and sand removal from Beach Blvd. The County activated two separate contractors and Thompson coordinated with each to ensure project completion within an expedited debris removal schedule that allowed the County to quickly recover from the costly environmental and economic impacts of Hurricane Isaac.



Virginia Department of Transportation

August - November 2011

Hurricane Debris Removal Monitoring and PA Support

Debris Quantity: 460,000 CY

Summary: Following Hurricane Irene the Virginia Department of Transportation (VDOT) called upon their pre-position contractors to assist it with collecting and disposing of debris strewn about its rights-of-way in the Central and Eastern regions of the State. Thompson served as a sub-contractor to Tidal Basin Government Consulting (TBGC), a partner of the Louis Berger Group team. Thompson was tasked with providing debris removal monitoring services in the Ashland, Chesterfield, Petersburg, South Hill, and Saluda Residencies, which included a territory of 23 Counties. Thompson mobilized within 12 hours of receiving a notice-to-proceed and began the process of onboarding and training local staff.

AL Department of Conservation and Natural Resources

May - October 2011

Tornado Recovery Management & Debris Removal Monitoring

Debris Quantity: 100,000 CY



Summary: Following tornadoes of April 2011 throughout central and northern Alabama, Thompson was engaged by the Alabama Department of Conservation and Natural Resources (ADCNR) to assist with assessing the damages left by the storm and implementing a program to restore the Gunter'sville, Buck's Pocket and Morgan's Cove State parks to their pristine condition. The assessment found camp grounds being totally destroyed, bath and shower facilities completely displaced, and significant damage to chalets, cabins and lodge facilities. In addition to the infrastructure damage, ADCNR was faced with the necessity to remove massive amounts of debris from its roadways, trail system and fire lines. ADCNR called on

Thompson to provide debris removal monitoring and management services. At its peak, ADCNR's debris removal contractor mobilized 90 crews that required monitoring and documentation of work completed.

United States Army Corps of Engineers, Vicksburg District

2005 - 2007

Hurricane Recovery Management & Debris Removal Monitoring

Debris Quantity: 7,000,000 CY

Summary: Thompson Engineering provided 240 debris monitoring inspectors to support the Hurricane Katrina recovery effort in multiple counties in southern Mississippi. Thompson mobilized 100 Inspectors in 3 days and reached the Corps staffing goal of 250 within the timeframe established by the mission managers. Thompson

debris removal monitoring responsibilities included daily quality assurance inspection, load ticket preparation, daily reports, by County, and project record keeping. Thompson inspectors monitored the collection of over 7M cubic yards of debris throughout the mission. Thompson also served as a liaison between the USACE, state agencies, and county representatives to report debris removal progress and resolve issues in the field. There were no FEMA reimbursement issues on this project.

References

The following references attest to the versatility of Thompson and the capabilities that we maintain in debris removal monitoring and disaster related services. We believe the highest praise a consultancy can receive is that of a recommendation from a previous or current client.

1. South Carolina Department of Transportation	February 2014 – Present
Disaster Debris Removal Monitoring & FEMA Grant Consulting David Cook (803) 737-1290 CookDB@scdot.org	Debris Quantity: 1,300,000 CY 955 Park Street Columbia, South Carolina 29202
2. Putnam County, Texas	April - July 2015
Disaster Debris Removal Monitoring Randy Porter (931) 526-2161 rporter@putnamcountytexas.gov	Debris Quantity: 140,000 CY 300 E. Spring Street, Room 8 Cookeville, TN 38501
3. Fentress County, Tennessee	May - July 2015
Disaster Debris Removal Monitoring J. Michael Cross, County Executive (931) 879-7713 JMCross@twlakes.net	Debris Quantity: 77,000 CY 101 Main Street Jamestown, TN 38556
4. City of Hoboken, New Jersey	November 2012 - Present
Disaster Debris Removal Monitoring and Public Assistance Services Leo Pellegrini, Director (201) 420-2012 lpellegrini@hobokennj.gov	Debris Quantity: 25,000 CY 94 Washington Street Hoboken, NJ 07030
5. City of Kimberly, Alabama	May – August 2014
Disaster Debris Removal Monitoring Robert (Bob) S. Ellerbock, III, Mayor (205) 647-5551 mayor@kimberlyal.org	Debris Quantity: 20,000 CY 9256 Stouts Rd. Kimberly, AL 35091

Experience & Knowledge of Federal, State & Local Emergency Management

Our recent disaster recovery and debris monitoring experience in South Carolina, Virginia, New York, New Jersey, Louisiana, Mississippi, Indiana and Alabama demonstrates Thompson's ability to comply with application requirements of the Sandy Recovery Improvement Act (SRIA) and the guidance documents and eligibility requirements issued by FEMA. Thompson closely monitors changes to FEMA policy and guidance so that we can make the appropriate changes to our own practices and procedures

in order to best protect the clients we serve. *For instance, our team is thoroughly versed and ready to implement the Public Assistance Program and Policy Guide (PAPP) issued on January 1, 2016 which incorporates and supersedes language from other PA Program publications including FEMA 325, 327 and the 9500 Series.*

Thompson's approach to providing disaster debris monitoring services begins with the desired outcome at the forefront of what we do: document debris removal in a manner to ensure maximum grant reimbursement to our clients. Through past experience and lessons learned, we have been able to develop a fine tuned and tested approach to efficiently and effectively meet or exceed the FEMA compliance regulation standards for maximum reimbursement to our clients.

When dealing with disaster recovery and compliance with FEMA and other federal agency regulations, not many things can take the place of first-hand experience. Our debris monitoring and reimbursement procedures, tools and training methods are the results of a unique blend of theoretical and applied implementation strategies on real recovery projects. The City receives the benefits of past client successes which have been retained and included in our program knowledge base. By the same token, we have been able to actively morph our tools based on the ever changing environment of debris monitoring and reimbursement assistance.

Federal Guideline Understanding & Training / Certifications

Thompson's consultants are well versed in federal program compliance regulations and policy for FEMA and other federal agencies. Although the guidance listed is not exhaustive in nature, it is a sample of specific material which may shape the City's recovery. Our consultants understand the material contained in these documents and will use this to aid in the recovery and reimbursement of all eligible debris and other related project costs in conjunction with local regulations and existing agreements. Thompson's goal is to promote an effective recovery in the most efficient amount of time while focusing on the end product of reimbursement through compliance with all applicable federal, state and local regulations.

- Local/state government debris management plan/standard operating procedures
- Local/state government purchasing guidelines and manuals
- Local government code of ordinances
- Local memorandums of understanding or mutual aid agreements
- FEMA Public Assistance Program and Policy Guide (FEMA PAPPG), recent policy guide which supersedes the FEMA 300 and 900 series.
- OMB Circular A-87 – Cost Principles for State, Local and Indian Tribal Governments
- OMB Circular A-133 – Audits of States, Local Governments and Non-Profit Organizations
- 44 CFR Part 13 – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

FEMA Direct Administrative Costs Compliant

The FEMA PAPPG provides guidance on allowable direct administrative costs (DAC) and activities which may be eligible for reimbursement by FEMA. This guidance describes what costs may be requested for reimbursement, lessening the chance that the Region will be surprised with unreimbursed disaster expenses which must be paid out of pocket. Also, it identifies what types of activities may be performed by the Region or another procured agent of the Region during the recovery process. Applying a unique understanding of DAC requirements, Thompson has developed and utilizes electronic timekeeping and

other cost tracking and reporting documents to substantiate costs for FEMA. The Region will have the benefit of knowing that tracking, reporting and documentation tools used by Thompson for any monitoring, consulting, or recovery projects have been tested, successfully implemented and withstood FEMA and OIG audits.

Key Personnel Experience and Qualifications

Thompson's staff of consultants is amongst the most educated, qualified and dynamic in the industry. Our personnel are disaster recovery and response experts, business and financial consultants; registered professional engineers, geologists, and surveyors; scientists; and technical professionals in the following disciplines: civil, structural, environmental, geotechnical, hydraulic, mechanical, and electrical engineering.

With advanced degrees in business, economics, finance, engineering, computer science and other disciplines we provide a well-rounded perspective and approach to problem solving in the emergency management and disaster recovery industry. Thompson has provided the following list of personnel by discipline as evidence of our unique qualifications and credentials as well as our capacity to support projects of any size and scope.

Personnel by Discipline

Grant/Financial Consultants	10	Environmental Engineers	9
Debris Project Managers	25	Geologists	10
Debris Supervisors	50	Scientists/Environmental	20
On-call Debris Monitors	1000	Credentialed Inspectors	57
Construction Managers	26	Investigative / Roof Consultants	13
Architects	3	Professional Land Surveyors	9
Civil Engineers	30	LEED Accredited Professionals	5
Marine Engineers	4	Construction Engineering Inspectors	50
Structural Engineers	7	Construction Materials Techs	19
Geotechnical Engineers	14	C.P. - Stormwater Quality (CPSWQ)	1
Transportation Engineers	5	C.P. - Erosion & Sediment Control	5
Hydraulic Engineers	3	Safety Professionals	4

Thompson provides the City with access to a unique combination of experience, services, resources and personnel through our family of companies. With 13 corporate and eight (8) satellite offices scattered throughout the southeast, Thompson has the resources and capabilities to support the City's disaster debris monitoring and management needs. ***In addition to our full-time roster of over 325 personnel, Thompson maintains a network of more than 150 on-call debris removal monitoring managers and supervisors and more than 1,000 inspectors.***

Debris Removal Monitoring Program Experience

Thompson's proposed team of disaster response and recovery experts have responded to some the most devastating natural disasters to impact the United States in the last decade. Each team member has served in a variety of recovery operations roles and has real-world experience managing and supporting special disaster recovery programs as well. Thompson's consultants have experience with all of the following disaster recovery programs:

Debris Removal Monitoring

- Debris hauling vehicle certification (volumetric)
- Right-of-way debris collection
- Contractor invoice reconciliation and payment recommendation

- Debris management site operations
- Leaning tree, hanging limb, and hazardous stump removal
- Private property debris removal
- Right-of-Entry (ROE) administration
- Waterways debris removal monitoring
- Data management
- Document management
- Progress reporting
- Vessel and vehicle recovery
- Asbestos abatement
- Health and safety monitoring
- Multi-jurisdictional coordination/scheduling
- Damage claim resolution
- Disaster recovery monitoring with handheld devices
- Hazardous material removal
- GIS reporting
- Cost recovery/grant applications

Special Debris Removal Monitoring Program Experience

Thompson's consultants consider special debris removal programs such as private property/right of entry work, waterways clean-up, demolition management, vessel and vehicle recovery, etc. as service offerings that our clients expect following a disaster event.

Thompson has extensive coastal recovery experience, including waterway/marine debris clean-up, sand recovery and beach remediation, and vessel and vehicle recovery. This experience includes the removal of over 1,000,000 cubic yards of sand from houses and the restoration of over eight miles of berm on Pensacola beach. In 2012, Thompson documented the removal of debris and seagrass from the beaches of Hancock County following Hurricane Isaac. We are also assisted New York City's debris removal contractor with the inventory of over 3,500 abandoned vehicles following Hurricane Sandy.



In 2013, Thompson monitored a debris removal program covering seven waterways throughout Iberville Parish, Louisiana and managed a wetland debris removal project for the Alabama Port Authority, both due to the lingering impacts of Hurricane Isaac. In 2014, Thompson monitored the removal of debris and hazardous hanging limbs from the Horse Creek Water Trail, a historically significant waterway in Aiken, South Carolina. Thompson substantiated the removal of over 40,000 cubic yards of debris and the removal of hazardous limbs from 4,000 hazardous trees.

In addition, Thompson's consultants have extensive and unique experience with demolition programs and private property housing initiatives, including the management of many of the largest multi-phase, multi-property demolition and housing initiatives in the United States over the past ten years.

Thompson Principal Jon Hoyle managed the demolition of, and private property debris removal from over 8,000 properties in Gulfport and Harrison County Mississippi following Hurricane Katrina. Thompson Principal Nate Counsell served as the FEMA funded Demolition Program Manager for the City of New Orleans from 2007 to 2009. At this capacity, Mr. Counsell coordinated the decommissioning, salvage of historic contents, asbestos abatement, demolition, and disposal of over 1,500 residential and commercial properties flooded as a result of the levee breaches following Hurricane Katrina.

In 2011 and 2012 Thompson managed the City of Tuscaloosa, Alabama's residential demolition program. Nearly 200 uninsured structures were totally destroyed as a result of the April, 2011 tornado outbreak. Thompson was responsible for managing all phases of the demolition process, including property condemnation, utility disconnection, abatement, demolition, and disposal. In addition to the process

management of the demolitions, Thompson managed the FEMA grant administration for the program in order to maximize available PA funding for the demolition related expenditures.

The following table summarizes our proposed key staff's experience with special debris removal programs.

Table B-2: Thompson Special Debris Program Experience

Name(s)	Special Debris Program Experience	
Jon M. Hoyle Eric Harrison Nate Counsell Nicole Counsell Wes Holden	– Private Property Debris Removal – Leaners, Hangers, and Stumps – Beach Re-nourishment – Sand recovery and screening – Demolitions – Oil Spill Recovery – Vessel Recovery	– Carcass Removal – Vehicle Recovery – Waterways debris removal – Hazardous Materials – Household Hazardous Waste – Invoice Reconciliation – FEMA appeals support
Keith Forrester Raul Cardenas Gary Brooks David Harrell	– Private Property Debris Removal – Leaners, Hangers, and Stumps – Beach Re-nourishment – Sand recovery and screening	– Demolitions – Oil Spill Recovery – Vessel Recovery – Vehicle Recovery

Disaster Cost Recovery and Reimbursement Process Experience

Thompson's consultants are experts in federal program compliance regulations and policy for FEMA and other federal agencies. Our consultants thoroughly understand the programs, policies, and regulations related to disaster reimbursement and will use this knowledge to aid in the recovery and reimbursement of all eligible debris and other related project costs. Thompson's goal is to promote an effective recovery in the most efficient amount of time while focusing on the end product of reimbursement though compliance with all applicable federal, state and local regulations.

Public Assistance Program Consulting Services

- Preliminary damage assessment (PDA) data management tool development (categories A-G)
- Collection and compilation of PDAs
- Applicant kickoff meeting facilitation
- Debris staging site consultation (environmental, logistical, etc.)
- Project worksheet development
- Housing inventory damage assessment
- Direct administrative cost (DAC) support
- Damage site surveying (photography, GPS, condition reports, cost estimation, etc.)
- Small/large project formulation and scoping
- Alternate / improved projects
- Section 406 mitigation consultation
- Procurement assistance
- Expenditure review/approval and reconciliation
- EMMIE monitoring/support
- FEMA appeals assistance

Thompson is currently assisting the South Carolina Department of Transportation with FEMA Public Assistance consulting services following a major ice storm in 2014 and more recent flooding event in 2015. This work has resulted in developing both small and large project worksheets totaling over \$195,000,000 in disaster funding.

Grant Application, Administration, and Management Experience

Thompson's experience in supporting recovery efforts for local and state governments spans three decades and accounts for the administration of more than \$2.5 billion in federal grant funding. Our consultants can draw upon their knowledge and experience in working with over eight different federal grant funding agencies and 15 grant programs, including the following:

- Federal Emergency Management Agency
 - Public Assistance (PA)
- Environmental Protection Agency (EPA)
- Department of Housing & Urban Development

- Hazard Mitigation Grant Program (HMGP)
- Pre-disaster Mitigation (PDM)
- Flood Mitigation Assistance (FMA)
- Federal Highway Administration (FHWA)
- Emergency Relief (ER)
- Community Development Block Grant (CDBG)
- Natural Resources Conservation Service (NRCS)
- Emergency Watershed Protection (EWP)
- Small Business Administration (SBA)
- Department of Agriculture (USDA)

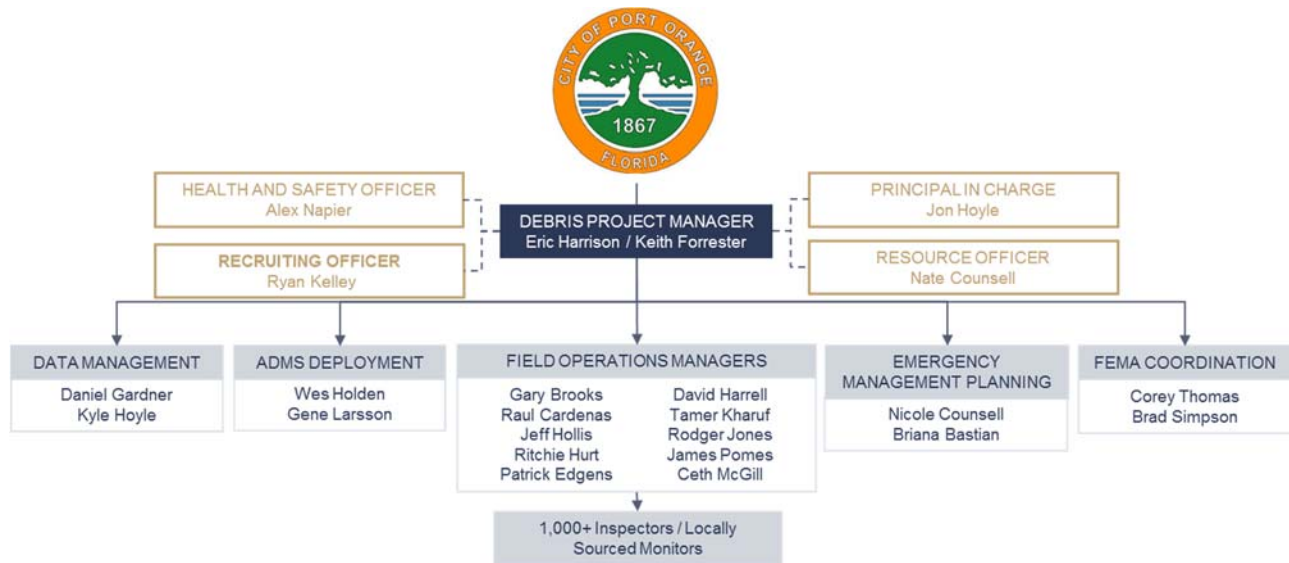
Before, during and after a disaster incident our team can draw upon our knowledge and experience in working with a variety of funding sources to assist in developing and implementing a variety of recovery and mitigation programs.

Proposed Project Organization, Management and Qualifications

Thompson is committed to staffing the City's disaster debris monitoring services project in accordance with the management staffing and key personnel proposed herein. Our technical approach is designed to be scalable in nature in order to effectively respond to both minor and catastrophic debris generating events. Because the City's needs and Thompson's staff obligations may change over time, Thompson will routinely update the City on the status and availability of the key personnel proposed, should they change.

The following organizational chart graphically presents Thompson's proposed project staffing and key personnel.

Figure B-1: Proposed Organizational Chart



Key Personnel Overview

JON HOYLE will serve as the Principal-in-Charge for the City and provide support as needed to ensure project operations are in accordance with the City's expectations. Mr. Hoyle has over twelve years of experience including ten years providing management and oversight for disaster response and recovery efforts and grant writing administration / program management throughout the United States. He has managed 75 projects under contracts that total over \$1.5 billion in grant administration and recovery efforts that required the mobilization of over 5,000 field and professional personnel over the past 13 years. His programmatic experience includes FEMA-PA, FHWA-ER, NRCS-EWP, HUD-CDBG, FEMA-HMGP, and others.

NATE COUNSELL will serve as the Client Resource Officer to ensure project operations have the staff and resources necessary to remain on track, on schedule and on budget in accordance with the contract and task order(s) issued by the City. Mr. Counsell has managed over 60 projects under contracts that total over \$1 billion in recovery efforts and required the mobilization of over 5,000 professional and field personnel. He has designed and managed removal projects in Texas, Louisiana, Florida, Mississippi, Alabama, South Carolina, North Carolina, Virginia, New Jersey and New York.

ERIC HARRISON will serve as a Project Manager for the City and ensure project operations are implemented in accordance with the contract and task order(s) issued by the City. Mr. Harrison will also coordinate closely with the City's debris hauler to coordinate crew requirements and scheduling. Mr. Harrison has over twelve years of experience providing debris monitoring program management support and oversight for disaster response and recovery efforts throughout the United States.

KEITH FORRESTER will serve as a Project Manager as well for the City and oversee day-to-day operations of the project. Mr. Forrester has managed FEMA funded storm debris removal projects in Texas, Florida, Arkansas, Oklahoma, Missouri, New York, and South Carolina. Mr. Forrester managed multiple debris deployments in 2014, including FEMA funded projects and field audits on behalf of the South Carolina Department of Transportation. Most recently, Mr. Forrester managed debris removal monitoring operations in Fentress County, Tennessee after a regional snow and ice storm.

Resumes for key personnel have also been included in Exhibit B-2 following this section.

Experience and Qualifications Summary

The following tables further summarize the background and experience of our key personnel, outlines our staff's extensive experience managing and monitoring more than 1,000,000 cubic yards on behalf of local and state governments.

Table B-3: Summary of Project Team Experience

Name / Project Role / Background	Representative Experience/ Cubic Yards of Debris (as applicable)	Debris Program Experience
Jon M. Hoyle, Principal in Charge		
MBA – Finance/Management 13 Years of experience	– Aiken County, SC – 1,500,000 CY – Harris County, TX – 2,500,000 CY – Chambers County, TX – 500,000 CY – Norman, OK – 750,000 CY – Springfield, MO – 1,448,539 CY	– ADMS Implementation – ROW Debris Removal – Leaners, Hangers, and Stumps – DMS Operations – Vessel/Vehicle Recovery – Waterways Debris Removal – Beach Restoration – Private Property Debris Removal – Demolition Management – Recycling (DMS site separation)
Nate Counsell, Principal in Charge		
MBA – Finance/Management 12 Years of experience	– South Carolina DOT – 1,200,000 CY – Virginia DOT – 500,000 CY – New Orleans, LA – 1,000,000 CY – Amherst, NY – 800,000 CY – Miami-Dade County, FL – 3,000,000 CY – Escambia County, FL – 7,681,500 CY	– ADMS Implementation – ROW Debris Removal – Leaners, Hangers, and Stumps – DMS Operations – Vessel/Vehicle Recovery – Waterways Debris Removal – Beach Restoration – Private Property Debris Removal – Demolition Management – Recycling (DMS site separation) – White Goods (household appliances)

Name / Project Role / Background	Representative Experience/ Cubic Yards of Debris (as applicable)	Debris Program Experience
Eric Harrison, Project Manager		
MS – Electronics Engineering 12 Years of experience	– South Carolina DOT – 1,200,000 CY – Virginia DOT – 500,000 CY – New Orleans, LA – 1,000,000 CY – Pembroke Pines, FL – 800,000 CY – Tonawanda, NY – 200,000 CY – Greene County, MO – 545,000 CY	– ADMS Implementation – ROW Debris Removal – Leaners, Hangers, and Stumps – DMS Operations – Vessel/Vehicle Recovery – Waterways Debris Removal – Beach Restoration – Private Property Debris Removal – Demolition Management – Recycling (DMS site separation) – White Goods (household appliances)
Corey Thomas, Public Assistance Consulting		
MBA – Finance/Management 8 Years of experience	– South Carolina DOT – \$160,000,000 – Alabama Tornadoes – \$25,000,000 – Iowa Flooding – \$1,640,325 – South Dakota Winter Storms – \$60,000,000 – Hurricane Alex – \$3,500,000 – Hurricane Ike – \$445,000,000	– ADMS Implementation – ROW Debris Removal – Leaners, Hangers, and Stumps – Private Property Debris Removal – Demolitions/ROE Program Design – Debris Project Formulation – Debris Removal Invoice Management – Debris Closeout Audit Support – Debris Appeals Assistance
Nicole Counsell, Recovery Program Consultant/Planner		
BA – Psychology & Spanish 9 Years of experience	– Georgetown County, SC – 100,000 CY – Virginia DOT – 500,000 CY – Galveston County, TX – 1,700,000 CY – City of Galveston, TX 1,700,000 CY – New Orleans, LA - 1,000,000 CY – Norman, OK – 750,000 CY	– ADMS Implementation – ROW Debris Removal – Leaners, Hangers, and Stumps – DMS Operations – Vessel/Vehicle Recovery – Waterways Debris Removal – Beach Restoration – Private Property Debris Removal – Demolition Management – Recycling (DMS site separation) – White Goods (household appliances)
Wes Holden, ADMS Deployment		
BS – Mgmt. Info. Systems 13 Years of experience	– South Carolina DOT – 1,200,000 CY – Houston, TX – 4,500,000 CY – New Orleans, LA – 1,000,000 CY – Harris County, TX – 2,500,000 CY – Baytown, TX – 1,000,000 CY – Charlotte County, FL – 1,870,669 CY	– ADMS Implementation – Private Property Debris Removal – Leaners, Hangers, and Stumps – Debris Data Management – Debris Document Management – Waterways Debris Removal – Hazardous Materials
Danny Gardner, Data Manager		
MBA – Finance/Management 8 Years of experience	– South Carolina DOT – 1,200,000 CY – Aiken County, SC – 1,500,000 CY – Alabama Tornadoes – \$25,000,000 – Hurricane Ike – \$445,000,000 – Hurricane Gustav – \$19,374,540 – Hurricane Dolly – \$12,241,000 – Massachusetts Severe Storms – \$896,475	– ADMS Implementation – Demolitions/ROE Program Design – Debris Project Formulation – Debris Data Management – Debris Document Management – Debris Removal Invoice Management – Debris Closeout Audit Support

Table B-4: Summary of Operations Manager/Supervisor Experience

Name/Background	Representative Experience/ Cubic Yards of Debris (as applicable)	Debris Program Experience
Gary Brooks, Operations Manager/Supervisor		

Name/Background	Representative Experience/ Cubic Yards of Debris (as applicable)	Debris Program Experience
U. S. Marine Corps, Ret. 12 Years of experience	– South Carolina DOT – 1,200,000 CY – Virginia DOT – 500,000 CY – Springfield, MO – 1,448,539 CY – Baytown, TX – 1,000,000 CY – Harrison County, MS – 1,850,000 CY – Escambia County, FL – 7,681,500 CY	– ADMS Implementation – ROW Debris Removal – Leaners, Hangers, and Stumps – DMS Operations – Vessel/Vehicle Recovery – Waterways Debris Removal – Beach Restoration – Private Property Debris Removal – Demolition Management – Recycling (DMS site separation) – White Goods (household appliances)
Raul Cardenas, Operations Manager/Supervisor		
11 Years of experience	– South Carolina DOT – 1,200,000 CY – Virginia DOT – 500,000 CY – Broward County, FL – 1,800,000 CY – Florida DOT – 1,000,000 CY	– ADMS Implementation – ROW Debris Removal – Leaners, Hangers, and Stumps – DMS Operations – Recycling (DMS site separation)
Patrick Edgens, Operations Manager/Supervisor		
BS – Chemical Engineering 20 Years of experience	– Hancock County, MS – 5,773,291 CY – Forrest County, MS – 2,496,933 CY – Jones County, MS – 1,961,427 CY – Mobile County, AL – 789,658 CY – Mobile, AL – 728,469 CY	– ADMS Implementation – ROW Debris Removal – Leaners, Hangers, and Stumps – DMS Operations – Recycling (DMS site separation)
Keith Forrester, Operations Manager/Supervisor		
B.A Marketing and Management 12 Years of experience	– Springfield, MO – 1,448,539 CY – Virginia DOT – 500,000 CY – Alabama DCNR – 100,000 CY – Escambia County, FL – 7,681,500 CY – Harrison County, MS – 1,850,000 CY – Escambia County, FL – 7,681,500 CY	– ADMS Implementation – ROW Debris Removal – Leaners, Hangers, and Stumps – DMS Operations – Vessel/Vehicle Recovery – Waterways Debris Removal – Beach Restoration – Private Property Debris Removal – Demolition Management – Recycling (DMS site separation) – White Goods (household appliances)
David Harrell, Operations Manager/Supervisor		
BA – Marketing 12 Years of experience	– Virginia DOT – 500,000 CY – Calhoun County, AL – 350,000 CY – Clark County, IN – 25,000 CY – Olive, NY – 25,000 CY – Alabama DCNR – 100,000 CY	– ADMS Implementation – ROW Debris Removal – Leaners, Hangers, and Stumps – DMS Operations – Recycling (DMS site separation)
Jeff Hollis, Operations Manager/Supervisor		
12 Years of experience	– South Carolina DOT – 1,200,000 CY – Texas DOT – 1,000,000 CY – Harrison County, MS – 1,850,000 CY – Escambia County, FL – 7,681,500 CY	– ADMS Implementation – ROW Debris Removal – Leaners, Hangers, and Stumps – DMS Operations – Vessel/Vehicle Recovery – Waterways Debris Removal – Private Property Debris Removal – Demolition Management
Roger Jones, Operations Manager/Supervisor		
21 Years of experience	– Hancock County, MS – 5,773,291 CY – Forrest County, MS – 2,496,933 CY – Jones County, MS – 1,961,427 CY – Mobile County, AL – 789,658 CY – Mobile, AL – 728,469 CY	– ADMS Implementation – ROW Debris Removal – Leaners, Hangers, and Stumps – DMS Operations – Recycling (DMS site separation)

Name/Background	Representative Experience/ Cubic Yards of Debris (as applicable)	Debris Program Experience
Tamer Kharuf, Operations Manager/Supervisor		
High School Diploma 12 Years of experience	– Orange County, TX – 616,518 CY – Webb City, MO – 75,000 CY – Springfield, MO – 1,448,539 CY – Harrison County, MS – 1,850,000 CY – Escambia County, FL – 7,681,500 CY	– ADMS Implementation – ROW Debris Removal – Leaners, Hangers, and Stumps – DMS Operations – Vessel/Vehicle Recovery – Waterways Debris Removal – Beach Restoration – Private Property Debris Removal

Debris Removal Monitor Labor Force Sourcing

Thompson's proposed staffing plan is designed to be flexible and scalable so that we can effectively and efficiently respond to the City's needs. We maintain a staff of full time and on-call disaster debris monitoring experts, consultants and supervisors that will be available to support the implementation and management of debris removal monitoring operations. In addition, Thompson maintains professional human resources and recruiting staff that have over 10 years of experience in disaster response and recovery services available to assist in identifying and placing personnel.

It is Thompson's intent to fill all temporary debris monitoring positions with the City's qualified residents in need of work. Thompson will provide qualified residents with safety training, drug screening, and on the job training with experienced debris monitoring supervisors. Thompson is the only debris monitoring firm that performs drug screening and motor vehicle operating record reviews for 100% of its temporary employees. This practice results in a team of monitors that is both safe and committed to quality. We will make sure that all local hires are properly trained prior to being deployed to monitor a debris removal crew. In addition, this effort will help residents participate in the City's recovery efforts with a meaningful impact and earn a competitive hourly wage.

Current Debris Monitoring Contracts

Thompson takes its commitments and contracted responsibilities very seriously. We are careful not to over-commit ourselves regionally or nationally to ensure the highest level of service to our clients. Thompson strongly believes that responsible disaster response consultants should disclose their commitments so that perspective clients can gauge whether they can reliably provide critical resources in the event of mobilization. In order to ensure that we are able to deliver the full force of man-power committed in our proposal, Thompson limits its stand-by commitments to ensure that we can responsibility exceed our clients expectations. The following table presents Thompson's existing commitments in the State of Florida for the City's review.

Table B-5: Awarded Florida Debris Monitoring Contracts

Client	Client
Altamonte Springs, City of (2011 – 2016)	Largo, City of (2012 – 2016)
Belle Glade, City of (2015 – 2017)	Lee County (2013 – 2016)
Citrus County (2011 – 2016)	Leesburg, City of (2013 – 2018)
Coleman, City of (2016 – 2017)	Margate, City of (2013 – 2017)
Collier County (2014 – 2019)	Orange City, City of (2015 – 2018)
Cooper City, City of (2014 – 2018)	Osceola County School District (2014 – 2016)

Client	Client
Daytona Beach, City of (2012 – 2016)	Oviedo, City of (2016 – 2021)
Deland, City of (2015 – 2018)	Palm Bay, City of (2012 – 2016)
Division of Emergency Management (2015 – 2016)	Palm Beach Co., Solid Waste Authority (2014 – 2017)
Flagler Beach, City of (2015 – 2018)	Palm Coast, City of (2014 – 2017)
Flagler County (2015 – 2017)	Port Malabar Recreation District (2012 – 2016)
Fort Lauderdale, City of (2012 – 2016)	Riviera Beach, City of (2015 – 2017)
Franklin County (2014 – 2016)	Santa Rosa County (2013 - 2017)
Hendry County (2014 – 2018)	South Florida Water Management District (2012 – 2017)
Hernando County (2015 – 2018)	Sumter County (2013 – 2017)
Lake Mary, City of (2012 – 2016)	Venice, City of (2015 – 2016)
Lake Park, Town of (2014 – 2017)	Vero Beach, City of (2013 – 2017)
Lake Worth, City of (2014 – 2018)	Volusia County (2015 – 2018)
Lakeland, City of (2013 – 2016)	Volusia County (PA) (2012 – 2016)

Thompson is fully prepared to respond to both large and small disaster incidents, our technical approach is carefully developed to be scalable and flexible so that we remain extremely responsive and provide the appropriate level of resources required by our clients. Thompson Consulting Services has never failed to respond to a client had a contract terminated.

EXHIBIT B-1

STAFF EXPERIENCE MATRIX

Thompson Consulting Services

Staff Experience Matrix

Event/Client	FEMA-DR	Cubic Yardage	Disaster Debris Contract Management	Contract Procurement Assistance	ROW Debris Removal Monitoring	Parks Debris Removal Monitoring	DMS/Disposal Monitoring	Leaner/ Hangers/ Stumps Removal Monitoring	DMS Environmental Support	Beach Remediation/Restoration	Private Property Debris Removal (PPDR) Administration	Marine/Waterway Debris Removal	Data Collection/ Management/ Billing/ Invoicing	Customer Information/ Service Call Centers	Demolition Administration & Program Management	FEMA Category A&B Reimbursement Support
SEVERE WINTER STORM PANDORA – 2015																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 271,000																
Putnam County, TN	4211	140,000	♦		♦		♦	♦					♦			♦
Fentress County, TN	4211	77,000	♦		♦		♦	♦					♦			♦
Overton County, TN	4211	54,000	♦		♦		♦	♦					♦			♦
TORNADOES – 2014																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 144,000																
City of Adamsville, AL	4176	22,000	♦		♦		♦	♦					♦			♦
City of Graysville, AL	4176	80,000	♦		♦		♦	♦					♦			♦
City of Kimberly, AL	4176	20,000	♦		♦		♦	♦					♦			♦
Lee County, AL	4176	22,000	♦		♦		♦	♦					♦			♦
SEVERE WINTER STORM PAX – 2014																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 2,930,000																
South Carolina DOT	4166	1,200,000	♦		♦		♦	♦	♦				♦			♦
Georgetown County, SC	4166	105,000	♦		♦	♦	♦	♦					♦	♦		♦
Marion County, SC	4166	25,000	♦		♦		♦	♦					♦			
Williamsburg County, SC	4166	40,000	♦		♦	♦	♦	♦					♦			
Aiken County, SC	4166	1,500,000	♦		♦	♦	♦	♦				♦	♦			♦
Allendale County, SC	4166	60,000	♦		♦		♦	♦					♦			
HURRICANE ISAAC – 2013																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 950																
Iberville Parish, LA (Waterways)	4080	950	♦				♦					♦	♦			♦
HURRICANE ISAAC – 2013																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 1,000																
AL Port Authority (Wetlands)	4082	1,000	♦									♦	♦			
HURRICANE SANDY – 2012																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 125,000																
City of Hoboken, NJ	4086	25,000	♦	♦	♦								♦			♦
Town of Babylon, NY	4085	100,000	♦		♦								♦			
HURRICANE ISAAC – 2012																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 92,000																
Terrebonne Parish, LA	4080	56,000	♦		♦	♦	♦	♦					♦			♦
Denham Spring, LA	4080	9,000	♦		♦	♦	♦	♦					♦			♦
Hancock County, MS	4081	23,000			♦		♦			♦			♦			
Jackson County, MS	4081	4,000			♦		♦									♦
HURRICANE IRENE – 2011																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 465,000																
Saluda Residency, Virginia DOT	4024	100,000			♦		♦	♦								
Petersburg Residency, Virginia DOT	4024	75,000			♦		♦	♦								
Ashland Residency, Virginia DOT	4024	200,000			♦		♦	♦								
Chesterfield Residency, Virginia DOT	4024	15,000			♦		♦	♦								
City of Portsmouth, Virginia	4024	50,000			♦		♦	♦								
Brunswick County, Virginia	4024	25,000			♦		♦	♦								
TORNADOES – 2011																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 450,000																
City of Tuscaloosa, AL	1971	N/A		♦							♦		♦	♦	♦	♦
Calhoun County, AL	1971	350,000	♦		♦		♦	♦	♦		♦		♦		♦	♦
Alabama DCNR	1971	100,000	♦		♦	♦	♦	♦	♦				♦		♦	
TORNADOES – 2010																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 18,944																
City of Norman, OK ^[1]	1926	18,944	♦		♦		♦	♦	♦				♦			♦

Thompson Consulting Services

Staff Experience Matrix

Event/Client	FEMA-DR	Cubic Yardage	Disaster Debris Contract Management	Contract Procurement Assistance	ROW Debris Removal Monitoring	Parks Debris Removal Monitoring	DMS/Disposal Monitoring	Leaner/ Hangers/ Stumps Removal Monitoring	DMS Environmental Support	Beach Remediation/Restoration	Private Property Debris Removal (PPDR) Administration	Marine/Waterway Debris Removal	Data Collection/ Management/ Billing/ Invoicing	Customer Information/ Service Call Centers	Demolition Administration & Program Management	FEMA Category A&B Reimbursement Support
FLOODING – 2010																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 348,895																
City of Nashville, TN ^[2]	1909	275,540			♦		♦		♦				♦			
City of Cedar Rapids, IA ^[2]	1763	109,355	♦												♦	
ROCK SLIDES – 2009																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 60,000																
City of Chattanooga, Tennessee	N/A	60,000	♦		♦	♦										
SNOW STORMS – 2009																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 59,765																
Town of Spencer, Massachusetts ^[1]	1813	10,930	♦		♦		♦	♦	♦				♦			♦
Town of Sterling, Massachusetts ^[1]	1813	48,835	♦		♦		♦	♦	♦				♦			♦
HURRICANE IKE – 2008																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 12,275,208																
City of Houston, Texas ^[1]	1791	4,500,000	♦	♦	♦	♦	♦	♦	♦				♦	♦		♦
Harris County, Texas ^[1]	1791	2,500,000	♦	♦	♦	♦	♦	♦	♦				♦	♦		♦
Galveston County, Texas ^[3]	1791	1,400,000	♦		♦	♦	♦	♦	♦		♦		♦	♦		♦
City of Baytown, Texas ^[1]	1791	1,000,000	♦		♦	♦	♦	♦	♦			♦	♦	♦		♦
Montgomery County, Texas ^[1]	1791	871,452	♦		♦	♦	♦	♦	♦				♦			♦
Fort Bend County, Texas ^[1]	1791	415,000	♦		♦	♦	♦	♦	♦				♦			♦
Town of Dauphin Island, Alabama ^[1]	1797	50,000	♦		♦	♦				♦	♦	♦	♦			♦
Hardin County, Texas ^[1]	1791	200,000	♦		♦		♦	♦	♦				♦			♦
City of Sugarland, Texas ^[1]	1791	125,000	♦		♦	♦	♦	♦	♦				♦			♦
City of Missouri City, Texas ^[1]	1791	97,238	♦		♦	♦	♦	♦	♦				♦			♦
HURRICANE GUSTAV – 2008																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 968,727																
Terrebonne Parish, Louisiana ^[2]	1786	296,039	♦		♦	♦	♦	♦	♦		♦	♦	♦		♦	♦
St. Landry Parish, Louisiana ^[2]	1786	225,000	♦		♦	♦	♦	♦	♦		♦		♦			♦
Iberville Parish, Louisiana ^[2]	1786	179,185	♦		♦	♦	♦	♦	♦				♦			♦
City of New Orleans, Louisiana ^[2]	1786	136,559	♦		♦	♦	♦	♦	♦				♦			♦
City of Thibodaux, Louisiana ^[4]	1786	78,820	♦		♦	♦	♦	♦	♦				♦			♦
St John the Baptist Parish, Louisiana ^[1]	1786	53,124	♦		♦	♦	♦	♦	♦				♦			♦
HURRICANE DOLLY – 2008																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 612,050																
Hidalgo County, Texas ^[1]	1780	310,585	♦	♦	♦	♦	♦	♦	♦				♦	♦		♦
Cameron County, Texas ^[2]	1780	301,465	♦	♦	♦	♦	♦	♦	♦				♦	♦		♦
IOWA FLOODING – 2008																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 200,000																
City of Waterloo, Iowa ^[1]	1763	200,000	♦		♦		♦		♦				♦			
MIDWEST ICE STORM – 2007																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 825,000																
City of Norman, Oklahoma ^[1]	1735	750,000	♦		♦	♦	♦	♦	♦		♦		♦		♦	♦
City of Webb City, Missouri ^[1]	1736	75,000	♦		♦		♦	♦	♦		♦		♦		♦	♦
MIDWEST ICE STORM – 2007																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 2,101,539																
City of Springfield, Missouri ^[1]	1676	1,448,539	♦		♦	♦	♦	♦	♦		♦		♦		♦	♦
Greene County, Missouri ^[2]	1676	545,000	♦		♦	♦	♦	♦	♦		♦		♦		♦	♦
City of Lebanon, Missouri ^[2]	1676	108,000	♦		♦		♦	♦	♦		♦		♦		♦	♦
BUFFALO SNOW STORM – 2006																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 1,386,000																
Town of Amherst, New York ^[2]	1655	800,000	♦		♦	♦	♦	♦	♦				♦			♦
Town of Tonawanda, New York ^[2]	1655	200,000	♦		♦	♦	♦	♦	♦				♦			♦
City of Lackawanna, New York ^[2]	1655	150,000						♦					♦			

Thompson Consulting Services

Staff Experience Matrix

Event/Client	FEMA-DR	Cubic Yardage	Disaster Debris Contract Management	Contract Procurement Assistance	ROW Debris Removal Monitoring	Parks Debris Removal Monitoring	DMS/Disposal Monitoring	Leaner/ Hangers/ Stumps Removal Monitoring	DMS Environmental Support	Beach Remediation/Restoration	Private Property Debris Removal (PPDR) Administration	Marine/Waterway Debris Removal	Data Collection/ Management/ Billing/ Invoicing	Customer Information/ Service Call Centers	Demolition Administration & Program Management	FEMA Category A&B Reimbursement Support
City of North Tonawanda, New York ^[2]	1655	100,000	♦		♦	♦	♦	♦	♦				♦			♦
Genesee County, New York ^[2]	1655	80,000	♦		♦	♦	♦	♦	♦				♦			♦
Erie County, New York ^[4]	1655	50,000	♦										♦			
Town of Alden, New York ^[4]	1655	6,000	♦										♦			
HURRICANE WILMA – 2005																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 8,579,640																
Miami-Dade County, Florida ^[2]	1609	3,000,000	♦		♦		♦		♦				♦			♦
Collier County, Florida ^[4]	1609	932,000	♦										♦			♦
City of Ft. Lauderdale, Florida ^[2]	1609	901,000	♦		♦	♦	♦	♦	♦	♦		♦	♦	♦		♦
City of Hollywood, Florida ^[2]	1609	600,000	♦		♦	♦	♦	♦	♦				♦			♦
Town of Davie, Florida ^[4]	1609	593,789	♦										♦			♦
City of Boca Raton, Florida ^[4]	1609	574,200	♦										♦			♦
City of Plantation, Florida ^[4]	1609	366,551	♦										♦			♦
City of Parkland, Florida ^[4]	1609	244,910	♦										♦			♦
City of Weston, Florida ^[4]	1609	244,395	♦										♦			♦
City of Cooper City, Florida ^[4]	1609	217,464	♦										♦			♦
City of Coral Gables, Florida ^[4]	1609	213,947	♦										♦			♦
Broward County, Florida ^[4]	1609	204,105	♦										♦			♦
City of Sunrise ^[4]	1609	199,548	♦										♦			♦
City of Oakland Park, Florida ^[4]	1609	151,906	♦										♦			♦
City of Miami Beach, Florida ^[4]	1609	135,825	♦										♦			♦
HURRICANE KATRINA – 2005																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 27,143,468																
Hancock County, Mississippi ^[4]	1604	5,773,291	♦										♦			♦
Jackson County, Mississippi ^[4]	1604	3,183,425	♦										♦			♦
City of Gulfport, Mississippi ^[1]	1604	2,600,000	♦	♦	♦	♦	♦	♦	♦		♦	♦	♦	♦	♦	♦
Forrest County, Mississippi ^[4]	1604	2,496,933	♦										♦			♦
Jones County, Mississippi ^[4]	1604	1,961,427	♦										♦			♦
Harrison County, Mississippi ^[1]	1604	1,850,000	♦		♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦
Lamar County, Mississippi ^[4]	1604	1,533,579														
City of Pass Christian, Mississippi ^[4]	1604	1,484,288	♦										♦			♦
City of Pascagoula, Mississippi ^[4]	1604	1,236,646	♦										♦			♦
Mobile County, Alabama	1605	789,658	♦		♦		♦	♦								
City of Mobile, Alabama	1605	728,469	♦		♦		♦	♦								
George County, Mississippi ^[4]	1604	651,359	♦										♦			♦
Perry County, Mississippi ^[4]	1604	550,967	♦										♦			♦
Walthall County, Mississippi ^[4]	1604	507,754	♦										♦			♦
City of New Orleans, Louisiana ^[2]	1603	401,238	♦	♦	♦		♦		♦		♦		♦	♦	♦	♦
Jefferson Parish, Louisiana ^[4]	1603	397,770	♦										♦			♦
City of Slidell, Louisiana ^[4]	1603	153,165	♦										♦			♦
City of Covington, Louisiana ^[4]	1603	143,919	♦										♦			♦
Lafourche Parish, Louisiana ^[4]	1603	134,384	♦										♦			♦
Jasper County, Mississippi	1604	131,251	♦		♦		♦	♦								
Town of Dauphin Island, Alabama	1605	94,037	♦		♦		♦	♦		♦		♦				
City of Prichard, Alabama	1605	70,445	♦		♦		♦	♦								
Clark County, Mississippi	1604	90,134	♦		♦		♦	♦								
City of Citronelle, Alabama	1605	48,423	♦		♦		♦	♦								
City of Saraland, Alabama	1605	44,419	♦		♦		♦	♦								
City of Satsuma, Alabama	1605	29,404	♦		♦		♦	♦								
Choctaw County, Alabama	1605	26,409	♦		♦		♦	♦								
City of Bayou Le Batre, Alabama	1605	18,336	♦		♦		♦	♦								
City of Creola, Alabama	1605	7,719	♦		♦		♦	♦								

Thompson Consulting Services

Staff Experience Matrix

Event/Client	FEMA-DR	Cubic Yardage	Disaster Debris Contract Management	Contract Procurement Assistance	ROW Debris Removal Monitoring	Parks Debris Removal Monitoring	DMS/Disposal Monitoring	Leaner/ Hangers/ Stumps Removal Monitoring	DMS Environmental Support	Beach Remediation/Restoration	Private Property Debris Removal (PPDR) Administration	Marine/Waterway Debris Removal	Data Collection/ Management/ Billing/ Invoicing	Customer Information/ Service Call Centers	Demolition Administration & Program Management	FEIMA Category A&B Reimbursement Support
City of Mt. Vernon, Alabama	1605	4,619	♦		♦		♦	♦								
HURRICANE RITA – 2005																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 4,800,000																
Jefferson County, Texas ^[2]	1606	4,600,000	♦		♦		♦	♦	♦		♦		♦	♦		♦
Monroe County, Florida ^[2]	1602	200,000	♦	♦	♦		♦		♦	♦		♦	♦			♦
HURRICANE DENNIS – 2005																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 3,600,000																
Santa Rosa County, Florida ^[1]	1595	2,000,000	♦		♦	♦	♦	♦	♦				♦	♦		♦
Escambia County, Florida ^[1]	1595	1,200,000	♦		♦	♦	♦	♦	♦				♦	♦		♦
City of Pensacola, Florida ^[1]	1595	400,000	♦		♦	♦	♦	♦	♦				♦	♦		♦
HURRICANE IVAN – 2004																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 9,733,300																
Escambia County, Florida ^[2]	1551	7,681,500	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦		♦
City of Pensacola, Florida ^[1]	1551	1,343,000	♦		♦	♦	♦	♦	♦		♦		♦	♦		♦
Florida Dept. of Transportation ^[1]	1551	708,800	♦		♦		♦		♦				♦			
HURRICANE FRANCES – 2004																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 200,000																
City of Boca Raton, Florida ^[1]	1545	200,000	♦		♦		♦						♦			♦
HURRICANE CHARLEY – 2004																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 3,883,434																
Charlotte County, Florida ^[4]	1539	1,870,669	♦										♦			♦
City of Orlando, Florida ^[2]	1539	1,035,500	♦		♦	♦	♦	♦	♦				♦			
Orange County, Florida ^[4]	1539	977,265	♦										♦			♦

[1] This work was completed by Beck Disaster Recovery's principal owners. Beck Disaster Recovery was acquired in 2009 and dissolved in 2011. Jon Hoyle, Thompson's President, served as the technical lead on this project.

[2] This work was completed by Beck Disaster Recovery's principal owners. Beck Disaster Recovery was acquired in 2009 and dissolved in 2011. Nate Counsell, Thompson's Vice President, served as the technical lead on this project.

[3] This work was completed by Beck Disaster Recovery. Beck Disaster Recovery was acquired in 2009 and dissolved in 2011. Nicole Counsell, Thompson's Grant Management Consultant, served as the technical lead on this project.

[4] This work was administered by Asevotech for Ashbrite Environmental. Wes Holden, Thompson's Director of Operations, served as the technical data administration lead on this project.

EXHIBIT B-2

KEY PERSONNEL RESUMES

Jon M. Hoyle

President

FIRM

Thompson Consulting Services
1135 Townpark Avenue, Suite 2101
Lake Mary, FL 32746

EDUCATION

BA: International Relations
MBA: Management and Finance

EXPERIENCE

13 years

PROGAM EXPERIENCE

- FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G)
- FEMA Hazard Mitigation Grant Program (404 and 406)
- FEMA Severe Repetitive Loss Program
- FHWA ER Program
- CDBD Disaster Recovery
- CDBG Housing

Experience and Qualifications

Mr. Hoyle has thirteen years of experience providing management and oversight for disaster response and recovery efforts and grant writing administration / program management throughout the United States. He has managed 65 projects under contracts that total over \$1 Billion in grant administration and recovery efforts that required the mobilization of over 5,000 field and professional personnel over the past 9 years

Project Experience

South Carolina Department of Transportation, Severe Flooding, 2015 - 2016 – Mr. Hoyle again served on the Thompson management team during the SCDOT's response to statewide severe flooding. He was responsible for contract obligations, cost controls, and FEMA Category A&B reimbursement for all projects. Thompson provided debris monitoring services on behalf of the SCDOT in 11 counties as well as FEAM PA services to identify and document damages to approximately 600 sites and prepared and submitted both large and small project worksheets totaling over \$35,000,000 and including hazard mitigation measures.

Putnam, Fentress and Overton Counties, Tennessee, Sever Winter Storm, 2015 – Mr. Hoyle served as the Principal-in-Charge during for all projects following a regional ice storm that impacted Tennessee. He

managed and ensured all contracts and task orders were processed and implemented.

South Carolina, Winter Storm Pax Regional Response and Disaster Recovery, 2014 – Winter Storm Pax impacted the State of South Carolina generated widespread vegetative disaster debris. Thompson was activated by the South Carolina Department of Transpiration (SCDOT), Georgetown, Marion, Williamsburg, Aiken and Allendale Counties to provide debris removal monitoring services. Mr. Hoyle served on the Thompson management team responsible for contract obligations, cost controls, and FEMA Category A&B reimbursement for all projects. Thompson monitored, documented, and substantiated reimbursement for the removal of over 2,900,000 cubic yards of debris and the removal of 400,000 hazardous limbs and trees.

Louisiana and Mississippi, Hurricane Isaac Regional Response and Disaster Recovery, 2012 – In August 2012, Hurricane Isaac struck the Louisiana and Mississippi gulf coast with Category 1 strength winds and 24 hours of sustained rainfall. Mr. Hoyle served on the Thompson debris program team responsible for mobilizing and deploying project staff and resources to multiple jurisdictions along coastal Mississippi and Louisiana, including Jackson and Hancock County, MS, and Terrebonne Parish and Denham Springs, LA. In all, Thompson's field monitoring efforts documented and substantiated reimbursement for the removal of nearly 100,000 cubic yards of debris from roadways, canals, and beaches.

Virginia Department of Transportation (VDOT), Multiple Locations, Hurricane Recovery Debris Monitoring, 2011 – In the wake of Hurricane Irene the VDOT called upon it's pre-position contractors to assist it with collecting and disposing of debris strewn about its rights-of-way in the Central and Eastern regions of the State. Thompson was tasked with providing debris removal monitoring services in the Ashland, Chesterfield, Petersburg, South Hill, and Saluda Residencies, which included a territory of 23 Counties. Mr. Hoyle served as the Principal-In-Charge acting as the liaison officer between the VDOT's pre-positioned contractors and the field management team.

Alabama Department of Conservation and Natural Resources (ADCNR), Disaster Management and Debris Monitoring, Alabama, 2011 – Mr. Hoyle served as the Project Manager for the disaster management and



debris monitoring at Guntersville, Buck's Pocket, and Morgan's Cove State Parks following the crippling tornados of April 2011. The camp grounds were totally destroyed and massive amounts of debris were scattered in the roadways, trail systems, and fire lines. At peak, 90 crews were mobilized, managed, and monitored. Contract value totals \$1.5-million.

Calhoun County, Alabama, Tornado Recovery Operations, 2011 – During April of 2011, north/central Alabama, eastern Mississippi, northwest Georgia, and southeast Tennessee, were struck with a record-breaking number of crippling, deadly tornados. Thompson Consulting Services (Thompson) was selected by Calhoun County (County) to provide disaster response and recovery consulting services including grant administration and debris removal monitoring. Mr. Hoyle served as the Principal-In-Charge while supporting the field management team's efforts to aid the County in a swift recovery.

Texas and Louisiana, Hurricane Ike Long Term Recovery, Infrastructure Repair and Grant Management Administration, 2008-2011 – Following the devastating impact that Hurricanes Ike made on the Texas and Louisiana coast, Mr. Hoyle implemented and managed over 15 large long term recovery, infrastructure repair, and grant administration programs in Texas and Louisiana and helping obtain over \$250 million FEMA PA, FHWA ER, and CDBG DR funds on behalf of local governments and agencies such as the Port of Galveston, City of Galveston, and Texas Department of Transportation.

Escambia County, Florida, BP Deep-water Horizon Oil Spill Response, 2010 – As oil threatened the beaches and waterways of Escambia County (Pensacola), FL during the summer of 2010, Mr. Hoyle deployed a team responsible for documenting and accounting for over \$10 million of contracted efforts to contain the oil and mitigate the environmental impact the oil spill made on beaches, waterways, and tourism.

Norman, Oklahoma, Ice Storm Deployment, 2008 – Following a crippling ice storm in Norman, Oklahoma in 2008, Mr. Hoyle served as the Principal in Charge for a program to document and account for contracted response, recovery, and debris removal operations initiated by the City. The effort documented and substantiated over \$3 million worth of eligible FEMA and FHWA funding.

Florida and Mississippi, Hurricane Deployment, Hurricane Katrina, 2005-2007 – Mr. Hoyle deployed teams to simultaneously respond to multiple local

governments in Florida and Mississippi to provide debris monitoring and grant administration assistance. The effort documented and substantiated the removal of over 5,000,000 cubic yards of debris, representing \$175 million of FEMA and FHWA reimbursement to local governments.

Previous Employment Experience

Science Applications International Corporation (SAIC), Maitland, FL, 2009-2011 – Mr. Hoyle served as the Director of the Financial Recovery Services Division. His responsibilities included:

- Managed \$11.5-million division that provides consultancy with grant application, administration and program management services (founded and grew from inception)
- Directly oversaw division business development team to manage CRM pipeline of \$20-million
- Senior oversight of project delivery including design of standard operating procedures and project deliverable guidelines
- Member of the Senior Management Team that provided company business planning including the development of budgets, strategy, tactics, goals, and business initiatives

Beck Disaster Recovery (BDR), Maitland, FL, 2005-2009 – Mr. Hoyle was a company co-founder, owner and managing principal of the Response and Recovery Services division. As a Vice President of BDR, his responsibilities included:

- Managed project delivery for \$150-million of consulting services during four-year period, including projects with Cities of Houston, New Orleans, Orlando and Miami
- Created Financial Recovery Services division to meet company objective of diversifying revenues to provide financial stability (revenue of \$3-million during first year of operation)

R.W. Beck, Orlando, FL, 2003-2005 – Mr. Hoyle served as a Consultant for R.W. Beck. His responsibilities included:

- Solid waste rate design and review to include contested rate hearings with private sector service providers
- Utility operational efficiency studies to include time and motion, process design, work flow, etc.
- Develop and design utility rates and impact fee models and studies



Nathaniel T. Counsell

Vice President

FIRM

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EDUCATION

BA: Economics
MBA: International Business

EXPERIENCE

12 years

PROGAM EXPERIENCE

- FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G)
- FEMA Hazard Mitigation Grant Program (404 and 406)
- FEMA Severe Repetitive Loss Program
- FHWA ER Program
- CDBD Disaster Recovery
- CDBG Housing

Experience and Qualifications

Mr. Counsell has twelve years of experience providing management and oversight for disaster response and recovery efforts throughout the United States. He has managed 60 projects under contracts that total over \$1 Billion in recovery efforts that required the mobilization of over 5,000 field and professional personnel.

Project Experience

South Carolina Department of Transportation, Severe Flooding, 2015 – Mr. Counsell served as the corporate resource officer during the SCDOT's response to statewide severe flooding. Mr. Counsell ensured all projects had the resources necessary to implement debris removal monitoring in 11 counties throughout the State.

South Carolina, Winter Storm Pax Regional Response and Disaster Recovery, 2014 – Winter Storm Pax impacted the State of South Carolina covering various regions of the State in up to 1.5" of ice which generated widespread vegetative disaster debris. Thompson was activated by the South Carolina Department of Transportation (SCDOT), Georgetown, Marion, Williamsburg, Aiken and Allendale Counties to

provide debris removal monitoring services. Mr. Counsell is serving on the Thompson management team responsible for contract obligations, cost controls, and FEMA Category A&B reimbursement for all projects. Thompson monitored, documented, and substantiated reimbursement for the removal of over 2,900,000 cubic yards of debris and the removal of 400,000 hazardous limbs and trees.

Louisiana and Mississippi, Hurricane Isaac Regional Response and Disaster Recovery, 2012 – In August 2012, Hurricane Isaac struck the Louisiana and Mississippi gulf coast with Category 1 strength winds and 24 hours of sustained rainfall. Mr. Counsell served on the Thompson financial team responsible for contract cost controls and FEMA Category A&B reimbursement for multiple jurisdictions along coastal Mississippi and Louisiana, including Jackson and Hancock County, MS, and Terrebonne Parish and Denham Springs, LA. In all, Thompson's data and financial management efforts authorized nearly a \$1,000,000 of eligible contractor payments and substantiated reimbursement for the removal of nearly 100,000 cubic yards of debris from roadways, canals, and beaches.

Clark County, Indiana, Tornado Recovery and Debris Removal, 2012 – Mr. Counsell served as Principal in Charge for the debris removal efforts in Clark County, Indiana following severe storms with tornadoes events. He worked with the County and FEMA throughout the project to ensure compliance with federal regulations and to maximize reimbursement funding.

Virginia Department of Transportation (Multiple Locations), Hurricane Recovery and Debris Removal, 2011 – In the wake of Irene, the Virginia Department of Transportation (VDOT) called upon their pre-position contractors to assist it with collecting and disposing of debris strewn about its rights-of-way in the Central and Eastern regions of the State. Thompson was tasked with providing debris removal monitoring services in the Ashland, Chesterfield, Petersburg, South Hill, and Saluda Residencies, which included a territory of 23 Counties. Mr. Counsell served as Project Manager for this engagement and oversaw all debris monitoring operations.



Calhoun County, Alabama, Tornado Disaster Debris Monitoring, 2011 – Mr. Counsell served as the Project Manager for disaster debris removal monitoring following the crippling tornados of April 2011. The project involved monitoring right-of-way collection of vegetative and construction and demolition (C&D) debris throughout the County and administering and monitoring contracted debris removal from private property through a right-of-entry (ROE) program as part of Operation Clean Sweep administered by FEMA and AEMA. Contract value totals \$3-million.

Cedar Rapids, Iowa, FEMA Funded Demolition Sinclair Meatpacking Plant, 2010-2011 – Between 2010 and 2011, Mr. Counsell served as the Principal in Charge for the FEMA funded demolition of the historic Sinclair Meatpacking Plant located on the Cedar River in Cedar Rapids, IA. At the time the largest FEMA funded commercial demolition in the Country, the project required the administration and implementation of over \$5 million FEMA PA funds.

New Orleans, Louisiana, FEMA Funded Commercial and Residential Demolition Program, 2007-2009 – Between 2007 and 2009, Mr. Counsell served as the Program Manager of the City of New Orleans residential and commercial demolition program, helping the City design and implement a multi-phase process for the identification, historical review, decommissioning, demolition, and disposal of over 1,500 residential and commercial structures located throughout the City. The program required coordinated cost tacking to 5 large Project Worksheets totaling over \$50 million in FEMA Public Assistance Funding.

Louisiana and Texas, Hurricane Deployment, Hurricanes Dolly, Gustav, and Ike, 2008-2010 – Following the devastating impact that Hurricanes Dolly, Gustav, and Ike made on the Texas and Louisiana coast, Mr. Counsell deployed, implemented, and executed 10 large scale debris monitoring and grant administration programs in Texas and Louisiana and helped obtain \$250 million FEMA PA, FHWA ER, and CDBG DR funds on behalf of local governments and agencies such as Terrebonne Parish, City of New Orleans, and City of Houston.

South Florida, Hurricane Deployment, Hurricane Wilma, 2005-2006 – Mr. Counsell deployed teams to simultaneously respond to 17 local governments in Broward, Miami-Dade, and Monroe County, FL to

provide debris monitoring and grant administration assistance. The effort documented and substantiated the removal of over 5,000,000 cubic yards of debris, representing \$175 million of FEMA and FHWA reimbursement to local governments.

Previous Employment Experience

Science Applications International Corporation (SAIC), Maitland, FL, 2009-2011 – Mr. Counsell served as the Director of the Response and Recovery Services Division. His responsibilities included:

- Management of a \$25-million division that provides debris monitoring, grant management and implementation, and housing program management services (founded and grew from inception) to over 200 state and local government agencies throughout the United States
- Directed a national business development team to manage CRM pipeline of \$3-million annual non-disaster related contract opportunities
- Provided senior oversight on project delivery including design of standard and customized operating procedures, project deliverable guidelines, training materials, sub-contracts, and fraud prevention
- Member of the Senior Management Team that provided company business planning including the development of budgets, strategy, tactics, goals, and business initiatives

Beck Disaster Recovery (BDR), Maitland, FL, 2005-2009 – Mr. Counsell was a company co-founder, owner and managing principal of the Program Management Services division. As a Vice President of BDR, his responsibilities included:

- Managed business development, client capture, and project delivery for \$150-million of program management services during 4 year period, including projects with the cities of New Orleans, Pensacola, Orlando, and Fort Lauderdale, and multiple projects in the states of New York, Missouri, Florida, Mississippi, Louisiana, and Texas
- Designed and implemented multiple large scale housing and private property assistance programs in Florida and Louisiana



Eric Harrison

Post-event Operations Practice Manager

FIRM

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EDUCATION

BS: Electronic Engineering Technology
Graduate Certificate: Geographic Information Science

EXPERIENCE

12 years

PROGAM EXPERIENCE

- FEMA Public Assistance Emergency Work (Categories A-B)
- FHWA ER Program
- Demolition Program Management
- Occupational Safety and Health Administration Implementation

Experience and Qualifications

Mr. Harrison has twelve years of experience assisting communities with disaster response and recovery efforts throughout the United States. He has lead and supported multiple debris operations through project management, mobilization of response teams, staging logistics, data management and permitting debris sites. Also, as a geographic information systems (GIS) specialist he has extensive experience in developing zone and routing maps for disaster recovery projects. Utilizing his extensive knowledge and experience with debris removal programs, Mr. Harrison has been a major innovator in the development of the TDMS^{mobile} solution and the configuration of electronic debris removal program documentation. He is also responsible for training field management staff on the capabilities and use of ADMS.

Project Experience

South Carolina Department of Transportation, Severe Flooding, 2015 – Following severe statewide flooding in South Carolina, SCDOT contracted Thompson to provide debris removal monitoring services in 11 counties throughout the State. Mr. Harrison served on the Thompson management team responsible overseeing operations, staffing and controls on all active projects including the mobilization and demobilization of staff and resources throughout the State.

South Carolina, Winter Storm Pax Regional Response and Disaster Recovery, 2014 – Winter Storm Pax impacted the State of South Carolina which generated widespread vegetative disaster debris. Thompson was activated by the South Carolina Department of Transportation (SCDOT), Georgetown, Marion, Williamsburg, Aiken and Allendale Counties to provide debris removal monitoring services. Mr. Harrison served on the Thompson management team responsible overseeing operations, staffing and controls on all active projects. Thompson is scheduled to monitor, document, and substantiate reimbursement for the removal of 1,000,000 cubic yards of debris and the removal of hazardous limbs from 154,000 hazardous trees.

Hurricane Deployment, Hurricane Sandy, New Jersey, New York, 2012 – Mr. Harrison deployed teams to respond to Hoboken, NJ and Babylon, New York following Hurricane Sandy to provide debris monitoring using ADMS and grant administration assistance. Mr. Harrison performed quality control of field supervisors and monitors utilizing ADMS to certify equipment, credential new monitors, and track debris removal. Concurrently, Mr. Harrison also deployed a field team skilled in ADMS and special programs to manage the extensive documentation associated with the identification, removal, and inventory management of flooded vehicles and vessels in New York City.

Mississippi and Louisiana, Hurricane Deployment, Hurricane Isaac, 2012 – Mr. Harrison deployed teams to simultaneously respond to four local governments in Terrebonne Parish, LA, Denham Springs, LA, Hancock County, MS, and Jackson County, MS to provide debris monitoring and grant administration assistance. Mr. Harrison was responsible for the deployment and project specific configuration of handheld devices to each activated contract. The effort documented and substantiated the removal of nearly 100,000 cubic yards of debris in less than 45 days.

Clark County, Indiana, Tornado Recovery Operations, 2012 – Mr. Harrison served as the operations manager for Clark County's Tornado recovery efforts. He assisted the County in initiating its 70 hour push and right-of-way (ROW) debris removal operation. Using GIS, he assisted in tracking right-of-entry approvals for the NRCS funded waterway debris removal which he



later managed with TDMSweb. He also used GIS to assist the County in identifying critical debris removal areas and set up zones to make the ROW program progress quickly and efficiently.

Virginia Department of Transportation (VDOT), Hurricane Irene Recovery Operations, 2011 – Mr. Harrison served as project manager overseeing disaster debris removal operations in the Richmond and Fredericksburg VDOT Districts which included six different residencies across the eastern part of state. The recovery efforts included the collection and removal of over 450,000 cubic yards of debris which was tracked and managed with TDMSweb.

City of New Orleans, FEMA Funded Commercial and Residential Demolition Program, New Orleans, LA, 2007-2011 – Between 2007 and 2011, Mr. Harrison served as the Deputy Project Manager of the City of New Orleans Residential and Commercial Demolition Program. He was responsible for preparing applications for two historic review committees for demolition requests and for carrying out all required procedures set forth in City ordinances prior to committee review. Also, using GIS software Mr. Harrison mapped demolition progress and managed a demolition database of nearly 3,000 properties. The program required coordinated cost tacking to 5 large Project Worksheets totaling over \$50 million in FEMA Public Assistance Funding.

Louisiana and Texas, Hurricane Deployment, Hurricanes, Gustav, and Ike, 2008-2010 – Following the devastating impact that Hurricanes Gustav and Ike made on the Louisiana and Texas coast, Mr. Harrison supported the debris monitoring operations in New Orleans as well as providing GIS support for multiple field operations in Texas.

Green County, Missouri, Snow/Ice Storm Recovery Program Management, 2007 – Mr. Harrison was part of a critical management team mobilized to begin the disaster debris removal and clean-up program after a devastating ice storm swept through Green County, MO. Mr. Harrison served as the leaner/hanger operations manager and was responsible for overseeing the removal of 53,856 trees with hangers and 409 leaning trees on behalf of the County.

Town of North Tonawanda, New York, Snow/Ice Storm Recovery Program Management, 2006 – Mr. Harrison served as the operations manager for the Town of North Tonawanda's snow storm recovery efforts. He assisted the Town in initiating its right-of-

way (ROW) debris removal operation and ROW leaner and hanger removal program. He worked closely with the Town to identify critical debris removal areas and earmark hazardous trees and hanging limbs for removal from over 14,000 eligible trees.

City of Waveland, Mississippi, Hurricane Deployment, Hurricane Katrina, 2005-2007 – Mr. Harrison served as GIS specialist and assisted the City of Waveland, MS with developing zone maps, conducting damage assessments and leaner and hanger debris removal programs following Hurricane Katrina.

Pembroke Pines, Florida, Hurricane Deployment, Hurricane Wilma, 2005-2006 – Mr. Harrison served as the operations manager and assisted in the deployment of an immediate response team to provide storm debris cleanup and recovery planning on behalf of the City of Pembroke Pines, FL in response to Hurricane Wilma. He also assisted in the development of zone and routing maps for the City's recovery efforts.

Hurricane Deployment, Hurricane Rita, Texas, 2005 – Mr. Harrison was a part of the response team and served as the operations manager to provide immediate on-site assistance of disaster recovery management and storm debris clean-up monitoring services to aid the city of Beaumont and Port Arthur Texas.

South Florida, Hurricane Deployment, Hurricanes Charley, Frances and Jeanne, 2004-2005 – Mr. Harrison was a part of a response team to provide immediate on-site assistance and a wide range of disaster recovery management and storm debris clean-up monitoring services to aid multiple South Florida communities in making a quick recovery. Mr. Harrison assisted with surveying areas for special collection needs such as tree stumps, hazardous trees and construction and demolition (C&D) debris.

Training and Certifications

- Occupation Safety and Health Administration (OSHA) 7600 Disaster Site Worker
- Occupation Safety and Health Administration (OSHA) 10-hour Construction Safety
- Federal Emergency Management Agency (FEMA) IS-700a – NIMS An Introduction
- ArcGIS 9.x and ArcGIS Server 9.x
- ArcGIS Spatial and Network Analyst



Ryan Kelley

Debris Management Program Specialist/Recruiter

FIRM

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EDUCATION

BA: Marketing

EXPERIENCE

12 years

PROGAM EXPERIENCE

- FEMA Public Assistance Emergency Work (Categories A-B)
- FEMA Programs Staff Placement
- Disaster Recovery Program Recruiting
- Disaster Recovery Program Staff Augmentation

Experience and Qualifications

Mr. Kelley has twelve years of experience providing professional recruiting and staff augmentation services to assist disaster recovery companies and state and local government agencies with properly staffing large scale disaster recovery operations with the appropriate level of qualified man-power. Mr. Kelley has also managed several large scale debris monitoring operations in Florida, Texas, and South Carolina.

Project Experience

South Carolina Department of Transportation, Severe Flooding, 2015 – Following severe statewide flooding in South Carolina, SCDOT contracted Thompson to provide debris removal monitoring services in 11 counties throughout the State. Mr. Kelley managed the recruiting and staffing requirements of all of the projects, which included onboarding over 80 local debris monitors across the 11 counties.

Tennessee Regional Winter Storm Response, 2015 – Mr. Kelley served as a recruiting and staffing specialist for the debris monitoring effort in Putnam, Overton and Fentress Counties in Tennessee. Mr. Kelley ensured local hires to serve as debris monitors were residents of the impacted Counties and qualified for the position. The effort included monitoring, documenting, and substantiating FEMA reimbursement for right-of-way vegetative debris removal, as well as and monitoring the removal of hazardous leaning trees and hanging limbs.

Alabama Regional Tornado Response following severe weather outbreak, 2014 – Following a severe weather outbreak just outside of Birmingham, AL in 2014, Mr. Kelley provided professional recruiting, staff augmentation, and field operations management support for the Cities of Graysville, Adamsville, and Kimberly, Alabama. In total, Mr. Kelley recruited and on-boarded over 40 monitors to document and substantiate the removal of over 120,000 cubic yards of tornado debris. Mr. Kelley worked closely with City leaders to help ensure that local residents impacted by the storm had an opportunity to fill temporary monitor positions and make a meaningful contribution to the recovery effort.

South Carolina Regional Response following severe Winter Storm Pax, 2014 – Winter Storm Pax blanketed an 18 County area in South Carolina with over 1.5” of ice and generated widespread vegetative debris. Mr. Kelley provided professional recruiting, staff augmentation, and field operations management support for a six county area on behalf of the South Carolina Department of Transportation. In addition, Mr. Kelley provided professional recruiting and staff augmentation support for Thompson efforts in Williamsburg, Georgetown, Marion, Aiken, and Allendale Counties. This state-wide effort including the onboarding and training of nearly 600 monitors.

Galveston County/Bolivar, Texas, ROW Debris Removal and Specialized PPDR Programs Following Hurricane Ike, 2008-2009 – Mr. Kelley served as a recruiting and staffing specialist for Galveston County, including the Bolivar Peninsula and eleven cities within the County following Hurricane Ike. Mr. Kelley supported disaster debris removal programs with the appropriate levels of qualified manpower. The large scale effort included many specialized programs, including voluntary and involuntary PPDR programs under which debris, sand, vessels, and hazardous materials were removed from over 1500 private properties on the Bolivar Peninsula and mainland Galveston County.

City of Beaumont, TX, Hurricane Debris Removal Monitoring – In 2008, Mr. Kelley served as a recruiting and staffing specialist on the City of Beaumont debris monitoring effort. The effort included monitoring, documenting, and substantiating FEMA reimbursement for Right-of-Way vegetative debris removal, as well as and monitoring the removal of



debris fields created by storm surge, as well as inland waterway debris removal and oversight of the leaning tree, hanging limbs, and hazardous stump removal program.

City of Houston, TX, Hurricane Debris Removal

Monitoring – In 2008, Mr. Kelley served as a recruiting and staffing specialist on the City of Houston debris monitoring effort.

Seminole County, FL, Hurricane Debris Removal

Monitoring - In 2004 following Hurricane Charley, Mr. Kelley served as a recruiting and staffing specialist on the Seminole County debris monitoring effort.



Corey Thomas

Senior Grants Management Consultant

FIRM

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EDUCATION

BS: Communication, Advertising, and Public Relations
MBA: Finance and Management

EXPERIENCE

8 years

PROGAM EXPERIENCE

- FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G)
- FEMA Hazard Mitigation Grant Program (404 and 406)
- FHWA ER Program
- CDBD Disaster Recovery

Experience and Qualifications

Mr. Thomas has eight years of project management and consulting experience assisting local and state governments in determining and claiming eligible costs under FEMA's Public Assistance program. He has assisted clients with developing project worksheets for all categories of work (A-G) and performed tasks associated with project formulation, scoping, cost estimating, 406 mitigation, project inspection, financial compliance, invoice and cost reconciliation, and appeals.

Presenter: National Hurricane Conference, 2013 – Debris Monitoring and Contracting Training Workshop

Project Experience

South Carolina Department of Transportation (SCDOT), Severe Flooding FEMA PA Consulting, 2015 – 2016 – Mr. Thomas provided subject matter expertise to SCDOT leadership while developing and implementing a financial recovery plan to recoup over \$35 million in FEMA Public Assistance (PA) funding. He successfully managed a team of consultants responsible for developing over 200 project worksheets for emergency and permanent work which included repair, replacement and/or mitigation of over 500 damaged roads throughout the state.

South Carolina Department of Transportation (SCDOT), Winter Storm Pax FEMA PA Consulting, 2014 - 2015 – Winter Storm Pax impacted the State of South Carolina which generated widespread vegetative disaster debris. Thompson was activated by the SCDOT to provide FEMA PA consulting services related to the debris removal missions being performed throughout the State. Mr. Thomas assisted the SCDOT with the application of over \$250 million in FEMA Category A reimbursement using alternative procedures in accordance with the Sandy Recovery Improvement Act of 2013. The effort includes the consolidation of debris removal and monitoring data from five debris removal contractors and three monitoring firms for work completed in an 18 county area in order to obtain an increased federal cost share on behalf of SCDOT for performing an accelerated debris removal mission.

Town of Babylon, NY, FEMA Public Assistance Consulting, Hurricane Sandy, 2012-2013 – The Town of Babylon, located on the south shore of Long Island, suffered severe damage and large amounts of vegetative and C&D debris following Hurricane Sandy. Mr. Thomas was able to quickly and accurately prepare large project Category A PW's valued at \$5.5 million. All PWs were approved in their entirety, and funded as part of the State's first round of reimbursement for Sandy.

Middlesex County Utilities Authority, NJ, FEMA Public Assistance Consulting, Hurricane Sandy, 2012-2013 – Mr. Thomas provided FEMA PA consulting services to MCUA to assist the Authority with development of PWs to capture costs associated with debris removal, emergency protective measures, and permanent work. The MCUA suffered damages to sewage pumping stations estimated at over \$200 million. Mr. Thomas continues to provide PA and HMA support to help the Authority properly navigate FEMA policy requirements and federal regulations.

City of Fort Lauderdale, Florida, FEMA Public Assistance Consulting, Hurricane Wilma, 2012 – Following hurricanes Wilma and Katrina in 2005, The City of Fort Lauderdale sustained widespread damage generating large amounts of debris throughout the City, particularly in parks and along beaches. In 2012, following a federal OIG audit of the City's FEMA project worksheets, approximately \$10 million in funding for debris removal activities was de-obligated. Mr. Thomas assisted the City in collecting project documentation,



preparing a formal appeal, and submitting to FDEM and FEMA Region IV. The State has supported the City's claims and FEMA approval of the \$10 million appeal is expected in early 2013.

Clark County, Indiana, FEMA Public Assistance Consulting, Severe Storms and Tornadoes, 2012 – A massive EF-4 tornado caused widespread damage across a 20 mile long path in Clark County, IN on March, 2nd 2012, generating an estimated 1.2 million cubic yards of debris and over \$40 million in damage. Responding to the County and State Incident Command Centers just days after the storm, Mr. Thomas served as grant management consultant, participating in debris operations and long-term FEMA PA program administration including PW preparation and audit and close-out support.

City of Tuscaloosa, Alabama, FEMA Hazard Mitigation Grant Program Consulting, Severe Storms and Tornadoes, 2011 – The City of Tuscaloosa was struck by one of the most deadly tornado outbreaks in recent history in April, 2011. Mr. Thomas served as a grant management consultant, preparing applications for ten community safe rooms to be funded by the HMGP. The safe rooms will provide shelter to over 2,000 residents and City employees during future emergencies.

City of Daytona Beach, Florida, FEMA Public Assistance Consulting, Severe Storms and Flooding, 2009 – The City of Daytona Beach was struck by severe storms and record rainfall during May, 2009. Thousands of labor and equipment hours associated with emergency response efforts, as well as costs associated with permanent repairs were incurred. Mr. Thomas assisted the City in identifying eligible costs and preparing PWs for Categories A-E and provided support throughout project implementation and closeout preparation.

State of South Dakota, FEMA Public Assistance Grant Closeout, Severe Winter Storms, 2011 – Mr. Thomas served as project manager overseeing the FEMA PA grant closeout for seven disasters declared in the State of South Dakota in 2010. Mr. Thomas performed project worksheet review and generation which will assist the State in obtaining an estimated \$90 million in FEMA PA grant funds.

City of Houston, Texas, Financial Recovery and Grant Management, Hurricane Ike, 2011 – The City of Houston suffered over \$1 billion of damages as a result of Hurricane Ike. Mr. Thomas assisted the City in the preparation of large project PW documentation and closeout of large projects valued at over \$150 million.

As a result, the City received millions of dollars in additional funding not originally included in the FEMA PWs. Additionally; the City was prepared for an expedited grant closeout and audit process.

Port of Galveston, Texas, FEMA Public Assistance Consulting, Hurricane Ike, 2009-2011 – During Hurricane Ike, the Port of Galveston's infrastructure was inundated with floodwaters caused by record storm surge. While the Port experienced over \$100 million of damages as a result of the storm, not all damages were evident immediately following the event. Mr. Thomas identified additional eligible projects and prepared small and large project PWs to provide the Port with additional FEMA PA funding as well as prepare for grant closeout.

Hidalgo and Cameron County, Texas, FEMA Public Assistance Consulting, Hurricane Alex, 2010 – South Texas and the Rio Grande Valley area experienced prolonged flooding following Hurricane Alex. Mr. Thomas assisted with identifying eligible FEMA PA projects and prepared all PWs on behalf of the County. The County received 100% approval of submitted PWs and began receiving funds within 30 days of project completion.

Professional Training Courses

- FEMA IS-30: Mitigation eGrants System for the Subgrant Applicant
- FEMA IS-100a: Introduction to the Incident Command System
- FEMA IS-208a: State Disaster Management
- FEMA IS-230: Principles of Emergency Management
- FEMA IS-253: Coordinating Environmental and Historic Preservation Compliance
- FEMA IS-279: Retrofitting Flood Prone Residential Structures
- FEMA IS-393a: Introduction to Hazard Mitigation
- FEMA IS-630: Introduction to Public Assistance
- FEMA IS-631: Public Assistance Operations
- FEMA IS-632: Introduction to Debris Operations in FEMA's PA Program
- FEMA IS-634: Introduction to FEMA's Public Assistance Program
- FEMA IS-700a: National Incident Management System, An Introduction



Nicole S. Counsell

Grants Management & Disaster Recovery Consultant

FIRM

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EDUCATION

BA: Psychology and Spanish

EXPERIENCE

9 years

PROGAM EXPERIENCE

- FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G)
- FHWA ER Program
- CDBD Disaster Recovery
- CDBG Housing

Experience and Qualifications

Ms. Counsell has nine years of experience providing grant and program management support and oversight for disaster response and recovery efforts throughout the United States. Following Hurricane Ike, she managed multiple projects for Galveston County and the City of Galveston, the most heavily impacted communities by the storm.

Presenter: National Hurricane Conference, 2013 – Debris Monitoring and Contracting Training Workshop

Project Experience

City of Daytona Beach, Florida, Disaster Debris Management Plan Update, 2015 – Ms. Counsell led a planning team in the update of the City's Disaster Debris Management Plan. The update included ensuring the plan met new FEMA policy and procedure guidance as well as a review and update of the City's debris management roles and responsibilities and the debris collection and monitoring strategies.

Alabama Department of Transportation Southwest Region, Disaster Debris Management Plan, 2014 - 2015 – Ms. Counsell assisted in the development and preparation of a Disaster Debris Management Plan (DDMP) for the ALDOT Southwest Region. She worked closely with the Region to develop the debris collection and monitoring strategies included in the plan. In addition Ms. Counsell reviewed debris management site options throughout the Region.

South Carolina Department of Transportation (SCDOT), Winter Storm Pax Recovery Operations, 2014 – Ms. Counsell is currently serving as operations manager for the SCDOT debris removal monitoring mission in Georgetown County. She is in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners and hangers on SCDOT maintained roadways throughout the County.

Georgetown County, South Carolina, Winter Storm Pax Recovery Operations, 2014 – Ms. Counsell is currently serving as operations manager for debris removal monitoring operations in Georgetown County. She is in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners and hangers on County maintained roadways.

City of Hoboken, NJ, Emergency Operations Planning, Debris Monitoring, and FEMA PA Consulting, Hurricane Sandy 2012- 2013 The City of Hoboken was severely impacted by Hurricane Sandy, experiencing widespread flooding throughout the majority of the City. Ms. Counsell has served as the City's Project Manager for debris operations immediately following the hurricane, and PA Consultant in preparing the City's FEMA Project Worksheets. Additionally, Ms. Counsell assisted in the preparation of the City's Emergency Operations Plan, to help prepare the City and all department personnel to respond during future disaster events.

Trinity Bay Conservation District, Texas, FEMA PA Project Worksheet Close-out and Audit Preparation, 2012 – Ms. Counsell served as Grant Management Specialist for the final reconciliation of expenditures to grant funds received for Hurricane Ike bridge and facility replacements. Ms. Counsell organized all supporting documentation for project worksheets and prepared projects for close-out and federal audit.

Louisiana and Mississippi, Hurricane Isaac Regional Response and Disaster Recovery, 2012 – In August 2012, Hurricane Isaac struck the Louisiana and Mississippi gulf coast with Category 1 strength winds and 24 hours of sustained rainfall. Ms. Counsell served on the Thompson debris program team responsible for mobilizing and deploying project staff and resources to multiple jurisdictions along coastal Mississippi



and Louisiana, including Jackson and Hancock County, MS, and Terrebonne Parish and Denham Springs, LA.

Trinity Bay Conservation District, Texas, Disaster Debris Management Planning, 2012 – Ms. Counsell assisted in the development and preparation of a Disaster Debris Management Plan (DDMP) for the Trinity Bay Conservation District in Chambers County, Texas to ensure increased eligibility for federal PA cost-share in accordance with recent changes to FEMA's PA Pilot Program.

Clark County, Indiana, Severe Storm and Tornado Recovery Operations, 2012 – Ms. Counsell served as the Project Manager for Clark County following the March 2nd severe weather and tornado event that forged a 17 mile path, downed power lines and trees, destroyed hundreds of residential homes, damaged critical infrastructure, and filled over 40,000 LF of creek with vegetative and C&D debris. Ms. Counsell assisted the County with NRCS program implementation, ROW debris removal, and Severely Damaged Structure Assessments.

City of Tuscaloosa, Alabama, Severe Storms, Tornadoes, Straight-line Winds, and Flooding, 2011 – Ms. Counsell served as project manager for the City of Tuscaloosa, Alabama and ran the FEMA Public Assistance (PA) and assisted the City with the design and implementation of Housing Demolition Programs following the April 2011 tornadoes that devastated the City and caused an estimated \$85M in damages.

City of Galveston, Texas, Community Development Block Grant (CDBG) Administration, 2011 – Ms. Counsell served as Financial Recovery Specialist for the administration of \$106 million in Housing and Urban Development (HUD) non-housing CDBG funds for the City. At this capacity, Ms. Counsell coordinated with HUD, and the Texas Department of Rural Affairs and provided guidance to the City to ensure that the program was properly documented and administered in compliance with statutory regulations and program guidelines. In addition, Ms. Counsell assisted the City with the development of contracts, procurement documentation, and comparison of data for federal reimbursement.

Escambia County, Florida, BP Deepwater Horizon Oil Spill Response, 2010 – Ms. Counsell served as Program Manager of a program designed to minimize the impact that the BP oil spill made on Escambia County's (Pensacola area) beaches, waterways, and tourism. During this effort, over \$1.5 million in claims for oil

containment and public outreach were documented and substantiated. Ms. Counsell coordinated and documented the efforts of participating local, state, federal, and private to substantiate the BP claims.

City of Galveston, Texas, Standing Dead Tree Removal Program, Hurricane Ike, 2009-2010 – Following Hurricane Ike, Ms. Counsell monitored a contracted program to remove over 10,000 standing dead trees throughout the City that were killed as a result of saltwater inundation. The monitoring and documentation efforts substantiated over \$3.5 Million in FEMA PA funding. In addition, Ms. Counsell worked with Galveston County to monitor and document over \$62 million worth of debris removal programs including sand removal, vessel recovery, and private property debris removal.

Galveston County/Bolivar, Texas, ROW Debris Removal and Specialized PPDR Programs Following Hurricane Ike, 2008-2009 – Ms. Counsell served as the Project Manager for Galveston County, including the Bolivar Peninsula and eleven cities within the County following Hurricane Ike. Ms. Counsell oversaw disaster debris removal programs and assisted the County with planning and implementing specialized voluntary and involuntary PPDR programs under which debris, sand, vessels, and hazardous materials were removed from over 1500 private properties on the Bolivar Peninsula and mainland Galveston County.

Training and Certifications

- HAZWOPER 40 hour certification
- OSHA 30 hour certification
- ISO 9000
- Applying for Federal Grants and Cooperative Agreements Certificate
- Managing Federal Grants and Cooperative Agreements for Recipients Certificate
- FEMA IS 001 – Emergency Manager Orientation
- FEMA IS 230 – Principles of Emergency Management
- FEMA IS 292 – Disaster Basics
- FEMA IS 631 – Public Assistance Operations
- FEMA IS 700.a – National Incident Management System (NIMS) An Introduction
- FEMA IS-5.a – An Introduction to Hazardous Materials
- Drug Screen Collection Certification
- First Aid, CPR and AED Certification



Daniel M. Gardner

Data & Program Manager

FIRM

Thompson Consulting Services
1135 Townpark Avenue, Suite 2101
Lake Mary, FL 32746

EDUCATION

BSBA: Management Information Systems
MBA: Finance and Management

EXPERIENCE

8 years

PROGAM EXPERIENCE

- Debris Monitoring
- FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G)
- FEMA Hazard Mitigation Grant Program (404 and 406)
- CDBG Disaster Recovery and Housing

Experience and Qualifications

Mr. Gardner has served as a data manager, program manager and grant management consultant for multiple federally funded grant programs on projects totaling approximately \$250 million. His extensive understanding of the eligibility requirements, federal regulations and policies across many federal grant programs allows clients to maximize disaster recovery and mitigation reimbursement. He provides QA/QC oversight throughout project and program implementation and is intimately familiar with such activities as application development, public outreach, environmental review, vendor procurement, project and process monitoring, invoice reconciliation, project closeout and program audits.

Mr. Gardner has assisted clients navigate multiple federally funded grant programs including the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program, the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program and the FEMA Hazard Mitigation Grant Program (HMGP).

Project Experience

South Carolina Department of Transportation, Severe Flooding Statewide Response, 2015 - 2016 – The SCDOT activated Thompson to provide debris removal monitoring services in 11 counties throughout the State following severe storms and flooding. Mr. Gardner

served on the on-site project kickoff team and managed the data reporting and invoice reconciliation tasks throughout the projects. He oversaw the daily review of ticket data and produced customized, real-time reports for the counties.

Putnam, Fentress and Overton Counties, Tennessee, Sever Winter Storm, 2015 – Mr. Gardner served on the on-site project kickoff team and managed the data reporting and invoice reconciliation tasks throughout the projects. He oversaw the daily review of data and produced customized reports for the Counties. Additionally, Mr. Gardner worked with the debris hauler to reconcile all project data for invoicing and provided payment recommendations to the Counties. All data was submitted to FEMA in a Project Worksheet ready package for immediate review and submission for reimbursement.

South Carolina, Winter Storm Pax Regional Response and Disaster Recovery, 2014 – In February of 2014, Severe Winter Storm Pax impacted the State of South Carolina covering various regions of the State in up to 1.5" of ice which generated widespread vegetative disaster debris. Thompson was activated by the South Carolina Department of Transportation (SCDOT), Georgetown, Marion, Williamsburg, Aiken and Allendale Counties to provide debris removal monitoring services. Mr. Gardner supervised the Thompson data management team responsible for validation and reporting of all project data. He also worked with the various debris haulers to reconcile invoice data for payment recommendations. Thompson monitored and substantiated reimbursement for the removal of approximately 2,000,000 cubic yards of debris and the removal of 400,000 hazardous limbs and trees.

City of Hoboken, NJ, Emergency Operations Planning, Debris Monitoring, and FEMA PA Consulting, Hurricane Sandy 2012- 2013 The City of Hoboken was severely impacted by Hurricane Sandy, experiencing widespread flooding throughout the majority of the City. Mr. Gardner assisted with the oversight and coordination of debris removal operations immediately following the hurricane, and served as the Senior Grant Consultant during preparation the City's FEMA Project Worksheets.

Louisiana and Mississippi, Hurricane Isaac Regional Response and Disaster Recovery, 2012 – In August 2012, Hurricane Isaac struck the Louisiana and



Mississippi gulf coast with Category 1 strength winds and 24 hours of sustained rainfall. Mr. Gardner served on the Thompson financial team responsible for contract cost controls and FEMA Category A&B reimbursement for multiple jurisdictions along coastal Mississippi and Louisiana, including Jackson and Hancock County, MS, and Terrebonne Parish and Denham Springs, LA. In all, Thompson's data and financial management efforts authorized nearly a \$1,000,000 of eligible contractor payments and substantiated reimbursement for the removal of nearly 100,000 cubic yards of debris from roadways, canals, and beaches.

Clark County, Indiana, Disaster Debris Monitoring and Data Management, 2012 – In March 2012, tornadoes impacted Clark County and damaged much of the County's infrastructure and residential homes. Mr. Gardner monitored data collection and developed the daily debris and financial report presented to County staff. He also assisted with the reconciliation of all contractor invoices and prepared payment recommendations to the County.

City of Tuscaloosa, Alabama, Public Assistance and Long Term Recovery Grant Program, 2011 – The City of Tuscaloosa was impacted by multiple large and small tornadoes in April, 2011. The largest tornado flattened a one mile by six mile swath of the City causing an estimated \$85M in damage. Critical infrastructure was damaged and hundreds of residents lost their homes and property during the event. Mr. Gardner aided the City secure federal funding across several grant programs including CDBG, to assist with the rebuilding of lost public housing while focusing on the goal of energy efficiency and sustainability.

City of Galveston, Texas, CDBG DR Round 2 Application Development, 2010 – In order to help communities continue to recover from the devastation of Hurricane Ike (2008), the State of Texas provided several rounds of funding through the CDBG Disaster Recovery Program. Mr. Gardner assisted the City of Galveston with the development of their CDBG DR Round 2 Phase 1 application for Roadway and Associated Underground Utility Repair. The project was approved by the State and the City is awaiting receipt of approximately \$26 million in order to begin the reconstruction.

City of Galveston, Texas, CDBG DR Round 1 Administration, 2009 – The City of Galveston was the epicenter of Hurricane Ike's landfall in September 2008 and suffered massive damage as a result. As program

manager, Mr. Gardner managed the administration of approximately \$107 million in CDBG Disaster Recovery funding and assisted City staff coordinate all grant activities for infrastructure projects including a business economic recovery loan program and the reconstruction of the City's Main Wastewater Treatment Plant (estimated at \$70 million). He was in charge of program design and oversight, as well as ensuring all day to day activities were carried out according to federal, state and local regulations.

Texas Department of Transportation, Public Assistance Administration, 2009 – Mr. Gardner assisted the Texas Department of Transportation recover eligible costs for disaster clean up across several Texas counties following Hurricane Ike. He assisted with the development and submission of FEMA Project Worksheets (PWs) for multiple categories of work.

Training and Certifications

- Homeland Security Exercise and Evaluation Program (HSEEP)
- FEMA IS-100a: Introduction to the Incident Command System
- FEMA IS-100PWb: Introduction to the Incident Command System for Public Works
- FEMA IS-208a: State Disaster Management
- FEMA IS-230: Principles of Emergency Management
- FEMA IS-253: Coordinating Environmental and Historic Preservation Compliance
- FEMA IS-279: Retrofitting Flood Prone Residential Structures
- FEMA IS-386: Introduction to Residential Coastal Construction
- FEMA IS-393a: Introduction to Hazard Mitigation
- FEMA IS-631: Public Assistance Operations
- FEMA IS-632: Introduction to Debris Operations in FEMA's PA Program
- FEMA IS-700a: National Incident Management System (NIMS) An Introduction
- FEMA IS-800b: National Response Framework An Introduction
- FEMA IS-922: Applications of GIS for Emergency Management



Wesley Holden

Director of Data Operations

FIRM

Thompson Consulting Services
1135 Townpark Avenue, Suite 2101
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EDUCATION

BS: Management Information Systems

EXPERIENCE

13 years

TECHNOLOGY EXPERTISE

- Enterprise Web, Accounting and Document Management Applications
- ASP.Net, VB.Net, C#, Javascript, HTML, Visual Studio, Source Control
- SQL Server, T-SQL, Stored Procedures, Index Tuning, Performance Management

Experience and Qualifications

Mr. Holden has thirteen years of experience providing data management and disaster recovery software application development for disaster response and recovery efforts throughout the United States for a broad range of local and state government clients.

Project Experience

South Carolina Department of Transportation, Severe Flooding, 2015 – Following severe statewide flooding in South Carolina, SCDOT contracted Thompson to provide debris removal monitoring services in 11 counties throughout the State. Mr. Holden provided oversight of the implementation of Thompson's automated debris management system (ADMS), the Thompson Data Management Suite, and our handheld field units, TDMS*mobile* across all projects throughout the State.

Mississippi Department of Transportation, Road Sign Tracking Analysis, 2015 – The Mississippi Department of Transportation (MDOT) contracted Thompson to conduct an analysis of current roadway sign shop operations, systems integration of roadway sign shop operations, field maintenance operations, data gathering, and creation of standard operating procedures of roadway sign creation and maintenance. Mr. Holden served as Project Manager and ensured project deliverables were completed and

presented to MDOT stakeholders in accordance with the project task order.

South Carolina, Winter Storm Pax Regional Response and Disaster Recovery, 2014 – Winter Storm Pax impacted the State of South Carolina covering various regions of the State in up to 1.5" of ice which generated widespread vegetative disaster debris. Thompson was activated by the South Carolina Department of Transportation (SCDOT), Georgetown, Marion, Williamsburg, Aiken and Allendale Counties to provide debris removal monitoring services. Mr. Holden provided oversight of the implementation of Thompson's automated debris management system (ADMS), the Thompson Data Management Suite, and our handheld field units, TDMS*mobile*. Overall Thompson deployed 450 units to documents and substantiate reimbursement for the removal of an over 2,900,000 cubic yards of debris and the removal of 400,000 hazardous limbs and trees throughout the State.

Town of Babylon, New York, Hurricane Sandy Recovery Operations, 2012 -2013 – Following the devastating landfall of Hurricane Sandy, Mr. Holden provided oversight of the implementation of Thompson's automated debris management system (ADMS), TDMS*mobile*, which was utilized to track a number of different inventory metrics associated with the Town's debris removal program, including equipment deployed, trucks assigned to different work zones, debris types removed, debris collection locations, and recyclable material recovered.

Louisiana and Mississippi, Hurricane Isaac Regional Response and Disaster Recovery, 2012 – In August 2012, Hurricane Isaac struck the Louisiana and Mississippi gulf coast with Category 1 strength winds and 24 hours of sustained rainfall. Mr. Holden served on the Thompson financial team responsible for contract cost controls and FEMA Category A&B reimbursement for multiple jurisdictions along coastal Mississippi and Louisiana, including Jackson and Hancock County, MS, and Terrebonne Parish and Denham Springs, LA. In all, Thompson's data and financial management efforts authorized nearly a \$1,000,000 of eligible contractor payments and substantiated reimbursement for the removal of nearly 100,000 cubic yards of debris from roadways, canals, and beaches.



Clark County, Indiana, Tornado Recovery Operations, Data Management, 2012 – Mr. Holden managed a team tasked with supporting data entry, document scanning and data management to track and report debris removal operations for Clark County. He was also in charge of debris hauler invoice reconciliation and payment recommendations.

Calhoun County, AL, Tornado Recovery Operations, 2011 – Mr. Holden served as the County's project manager during the disaster debris removal monitoring efforts following the April 2011 tornadoes. He was in charge of overseeing collection operations for the County to ensure that all debris removal and monitoring was within federal regulations.

Alabama Tornadoes, Data Management, 2011 – Mr. Holden managed a data management operation responsible for scanning, inputting, mapping, tracking and reporting the quantities of debris removed and disposed by various contractors throughout the State of Alabama.

Texas, Hurricane Ike Data Management, 2008-2009 – Following Hurricane Ike, Mr. Holden managed a team tasked with supporting data entry, document scanning, and data management to track and report debris removal operations for multiple municipalities and counties throughout Texas. At the peak of the engagement, Mr. Holden was tasked with managing the scanning and entry of over 250,000 documents and images per day.

City of New Orleans, FEMA Funded Commercial and Residential Demolition Document Management, New Orleans, LA, 2007-2009 – Between 2007 and 2009, Mr. Holden helped design a software application to electronically store critical field documents that supported a multi-phase process for the identification, historical review, decommissioning, demolition, and disposal of over 1,500 residential and commercial structures located throughout the City of New Orleans.

Mississippi, Hurricane Katrina, Data Management 2005-2007 – Following the devastating impact that Hurricanes Katrina made on the Mississippi coast, Mr. Holden managed a data management operation responsible for inputting, tracking, and reporting the quantities of debris removed and disposed of by the United States Army Corps of Engineers contractors throughout the State of Mississippi.

Program Experience

- FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G)
- FEMA Hazard Mitigation Grant Program (404 and 406)
- FEMA Severe Repetitive Loss Program
- FHWA ER Program



Gary Brooks

Operations Manager / Field Monitor Supervisor

FIRM

Thompson Consulting Services
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MILITARY EXPERIENCE

United States Marine Corps

EXPERIENCE

12 years

PROGAM EXPERIENCE

- FEMA Public Assistance Emergency Work (Categories A-B)
- FHWA ER Program

Experience and Qualifications

Mr. Brooks has twelve years of experience managing debris monitoring operations throughout the United States. In addition to Right-of-Way (ROW) debris monitoring programs, Mr. Brooks has worked extensively on large scale debris reduction sites, including a temporary site in Pensacola Florida that reduced over 1,000,000 cubic yards of Construction and Demolition debris following Hurricane Ivan. Mr. Brooks also has extensive experience Leaner, Hanger, and Stump Removal, Vessel Recovery and Waterways Debris Removal monitoring programs.

Project Experience

South Carolina Department of Transportation, Lexington and Richland Counties, South Carolina, Severe Flooding Recovery Operations, 2015 – Mr. Brooks served as operations manager for debris removal monitoring in Lexington and Richland Counties on behalf of SCDOT following a severe flooding event. He oversaw day-to-day operations for right-of-way collection on SCDOT maintained roadways throughout the Counties.

Putnam County, Tennessee, Severe Winter Storm Recovery Operations, 2015 – Mr. Brooks served as the operations manager overseeing day-to-day debris removal monitoring operations throughout Putnam County. The County is performing both hazardous tree and limb removal as well as right-of-way (ROW) collection programs on County maintained roadways.

South Carolina Department of Transportation (SCDOT), Winter Storm Pax Recovery Operations,

2014 – Mr. Brooks served as the operations manager for the SCDOT debris removal monitoring mission in Williamsburg County. He was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners and hangers on SCDOT maintained roadways throughout the County.

Williamsburg County, South Carolina, Winter Storm Pax Recovery Operations, 2014 – Mr. Brooks served as the operations manager for debris removal monitoring operations in Williamsburg County. He was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners, hangers on County maintained roadways.

Iberville Parish, Louisiana, Hurricane Isaac Recovery, Waterway Debris Removal Monitoring, 2013 – Mr. Brooks served as operations manager and field supervisor overseeing the debris removal monitoring effort in various Parish waterways. The debris congestion in the waterways was remaining from the impacts of Hurricane Isaac.

Alabama State Port Authority, Hurricane Isaac Recovery, Wetland Debris Removal Monitoring, 2013 – Mr. Brooks served as operations manager and field supervisor overseeing the debris removal monitoring effort in the ASPA Arlington Park wetlands in Mobile, AL. Debris impacting the 27-acre wetlands consisted of an up to four foot thick layer of logs and wood debris carried into the park by the storm surge in late August 2012. The FEMA-funded debris program involved specialized, low-impact debris removal techniques in accordance with the United States Corps of Engineers permit. A total of 771 cubic yards of debris was successfully removed, allowing for the recovery of the wetlands.

Denham Springs, Louisiana, Hurricane Isaac Recovery Operations, 2012 – Mr. Brooks served as an operations manager for debris removal monitoring efforts on behalf of Denham Springs following the landfall of Hurricane Irene. He was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance and debris removal operations and right-of-way collection of over 9,300 CY of vegetative and construction and demolition (C&D) debris throughout the affected areas.



Clark County, Indiana, Tornado Recovery Operations, 2012 – Mr. Brooks served as an operations manager for debris removal efforts following the devastating February severe weather incident which swept through the County and surrounding areas. He was in charge of overseeing day-to-day operations for all monitoring staff throughout the County.

City of Portsmouth, Virginia, Hurricane Irene Recovery Operations, 2011 – Mr. Brooks served as field supervisor overseeing disaster debris removal operations for the City of Portsmouth, VA following Hurricane Irene. The recovery efforts included the collection and removal of over 50,000 cubic yards of debris from the City.

Alabama Department of Conservation and Natural Resources, Tornado Debris Removal Monitoring, 2011– The devastating tornados in the spring of 2011 ripped through the State of Alabama and ravaged two of the state parks. Mr. Brooks served as the parks field supervisor to oversee field monitors tasked to monitor the removal and reduction of thousands of damaged trees in compliance with FEMA 325 and 327 guidelines.

City of Baytown, Texas, Hurricane Debris Removal Monitoring, 2008 – In 2008, Mr. Brooks served as the field project manager on the City of Baytown debris monitoring effort. Mr. Brooks's monitoring team oversaw, monitored, and documented the removal of over 1,000,000 cubic yards of storm debris by two prime contractors. Mr. Brooks also coordinated with the City, State, and FEMA to monitor the removal of derelict vessels displaced by the Hurricane Ike storm surge onto public property.

Town of Amherst, New York, Snow Storm Debris Removal Monitoring, 2006 – Following an unusual snow storm that collapsed the pre-fall vegetative canopy in Western New York in 2006, Mr. Brooks served as a field operations supervisor for the Town of Amherst's debris removal monitoring program. The effort monitored, documented, and secured FEMA funding for the removal of over 900,000 cubic yards of vegetative storm debris as well as damaged trees, and hanging limbs from the Town's Right-of-Way.

Escambia County, Florida, Hurricane Debris Disposal Monitoring, 2004– Following the devastating impact that Hurricane Ivan made on Escambia County, Mr. Brooks served as the Debris Management Site (DMS) manager for Bronson Field, a former U.S. Military base that served as the largest DMS to support Escambia

County's debris removal program. County-wide, 3 prime contractors removed nearly 8,000,000 cubic yards of vegetative and construction and demolition debris, nearly 30% of which was processed and reduced at Bronson Field.



Keith Forrester

Field Operations Manager

FIRM

Thompson Consulting Services
1135 Townpark Avenue
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Lake Mary, FL 32746

EDUCATION

BA: Marketing and Management

EXPERIENCE

12 years

PROGAM EXPERIENCE

- FEMA Public Assistance Emergency Work (Categories A-B)
- FHWA ER Program

Experience and Qualifications

Mr. Forrester has twelve years of experience managing debris monitoring and data management operations throughout the Southeast following some of the largest debris generating natural disaster in recent history. In addition to Right-of-Way (ROW) debris monitoring programs, Mr. Forrester has worked extensively on Leaner, Hanger, and Stump Removal programs in some of the largest parks impacted by debris generating events in the last decade, including programs in Alabama, Arkansas, Missouri, and Texas. Mr. Forrester has extensive knowledge in ADMS hardware, software, and communications infrastructure and has overseen day-to-day ADMS project operations and reporting in recent activations including Hurricanes Isaac and Sandy.

Project Experience

Fentress County, Tennessee, Severe Winter Storm Recovery Operations, 2015 – Mr. Forrester is currently serving as the operations manager overseeing day-to-day debris removal monitoring operations throughout Fentress County. The County is performing both hazardous tree and limb removal as well as right-of-way (ROW) collection programs on County maintained roadways.

Hurricane Deployment, Hurricane Sandy, New York, 2012 – Mr. Forrester served as an operations manager for debris removal monitoring efforts on behalf of Babylon, New York following Hurricane Sandy. Keith

oversaw truck certification, monitor onboarding and badge distribution, right-of-way collection and tree work using ADMS and TDMSweb. Keith performed QA/QC and on-site training for monitors utilizing ADMS handheld devices in the field.

Terrebonne Parish, LA, Hurricane Recovery Operations 2012 – Mr. Forrester served as an operations manager for debris removal monitoring efforts on behalf of Terrebonne Parish following the landfall of Hurricane Irene. He was in charge of overseeing day-to-day operations for all ADMS monitoring projects including handheld deployment, truck certification, monitor intake and badge distribution, emergency road clearance and debris removal operations and right-of-way collection of over 56,000 CY of vegetative and construction and demolition (C&D) debris throughout the affected areas. Mr. Forrester was also responsible for assisting for generating reports on TDMSweb for daily distribution to project stakeholders.

Virginia Department of Transportation (VDOT), Hurricane Recovery Operations, Hurricane Irene, 2011 – Mr. Forrester served as field supervisor overseeing disaster debris removal operations in the several different residencies across the eastern part of Virginia. He was also responsible for the supervision of 5 – 20+ collection monitors daily. In total, the recovery efforts included the collection and removal of over 450,000 cubic yards of debris which was tracked and managed with TDMSweb.

Alabama Department of Conservation and Natural Resources, Tornado Debris Removal Monitoring – The devastating tornados in the spring of 2011 ripped through the State of Alabama and ravaged two of the state parks. Mr. Forrester served as the field project manager to monitor the removal and reduction of thousands of damaged trees in compliance with FEMA 325 and 327 guidelines. Mr. Forrester managed all tree work documentation with TDMSweb and was responsible for daily distribution of progress maps and project financial reporting.

Arkansas Game and Fish Commission, Ice Storm Debris Removal Monitoring – Mr. Forrester served as a field supervisor on state debris removal program to remove hazardous trees and hanging limbs from State parks and hunting grounds damaged by an ice storm.



Mr. Forrester's team monitored debris removal in adverse outdoor conditions and ensured that the Global Position System (GPS) coordinates, electronic photographs, and field documentation were properly maintained to substantiate FEMA Category A reimbursement.

City of Beaumont, TX, Hurricane Debris Removal

Monitoring – In 2008, Mr. Forrester served as a field project manager on the City of Beaumont debris monitoring effort. In addition to monitoring, documenting, and substantiating FEMA reimbursement for Right-of-Way vegetative debris removal, Mr. Forrester also managed and monitored the removal of debris fields created by storm surge, as well as inland waterway debris removal and oversight of the leaning tree, hanging limbs, and hazardous stump removal program.

City of Springfield, MO, Ice Storm Debris Removal

Monitoring – Following the devastating impact that a large ice storm made on Oklahoma and Missouri, Mr. Forrester served as the field operations manager for the City of Springfield's debris removal monitoring program. Mr. Forrester's field team monitored and documented the removal of over 1,000,000 cubic yards of vegetative storm debris and worked with the City, State, and FEMA to address many unique challenges, including a parks debris, damaged tree, and hanging limb removal program in compliance with newly issued FEMA Disaster Specific Guidance.



Raul Cardenas

Field Operations Supervisor

FIRM

Thompson Consulting Services
1135 Townpark Avenue, Suite 2101
Lake Mary, FL 32746

EXPERIENCE

11 years

PROGAM EXPERIENCE

- FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G)
- FHWA ER Program

Experience and Qualifications

Mr. Cardenas has eleven years of experience supporting and managing debris monitoring operations throughout the United States. He has worked extensively on private property debris removal programs as well as, right-of-way (ROW) debris monitoring, and leaner, hanger, and stump removal programs in some of the largest areas impacted by debris generating events in the last decade.

Project Experience

South Carolina Department of Transportation, Dorchester and Berkeley Counties, South Carolina, Severe Flooding Recovery Operations, 2015 – Mr. Cardenas served as operations manager for debris removal monitoring in Dorchester and Berkeley Counties on behalf of SCDOT following a severe flooding event. He oversaw day-to-day operations for right-of-way collection on SCDOT maintained roadways throughout the Counties.

South Carolina Department of Transportation (SCDOT), Winter Storm Pax Recovery Operations, 2014 – Mr. Cardenas served as the operations manager for the SCDOT debris removal monitoring mission in Marion County. He was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners and hangers on SCDOT maintained roadways throughout the County. County-wide, nearly 500,000 cubic yards of vegetative debris was collected, temporarily disposed, and burned. In addition, nearly 45,500 hazardous trees were addressed.

Marion County, South Carolina, Winter Storm Pax Recovery Operations, 2014 – Mr. Cardenas served as

the operations manager for debris removal monitoring operations in Marion County. He was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners, hangers on County maintained roadways.

Virginia Department of Transportation (VDOT), Hurricane Irene Recovery Operations, 2011 – Mr. Cardenas served as field supervisor overseeing disaster debris removal operations in the Richmond and Fredericksburg VDOT Districts which included six different residencies across the eastern part of state. The recovery efforts included the collection and removal of over 450,000 cubic yards of debris.

MEMA, Hurricane Deployment, Hurricane Katrina, 2005-2007 – Mr. Cardenas worked as part of a disaster recovery team contracted by MEMA following Hurricane Katrina. The team was responsible for conducting damage assessments, reviewing Right-off-Way collection and disposal operations and the permitting of temporary debris sites. In addition, Mr. Cardenas would review leaner and hanger debris removal programs, private property debris removal programs, and other specialized debris removal programs performed by local governments and the United States Army Corps of Engineers to closely monitor compliance, eligibility, and proper documentation.

South Florida, Hurricane Deployment, Hurricanes Charley, Frances and Jeanne, 2004-2005 – Mr. Cardenas was a part of a response team to provide immediate on-site assistance and a wide range of disaster recovery management and storm debris clean-up monitoring services to aid multiple South Florida communities in making a quick recovery. Mr. Cardenas was assigned to multiple municipalities in Broward County, where he oversaw collection and disposal operations performed at County Debris Management Sites. In addition, Mr. Cardenas provided Quality Assurance/Quality control over municipal debris being disposed of and reduced at County Temporary Debris Management Sites.

Training and Certifications

- OSHA 29 CFR 1910.120 40-Hour HAZWOPER Training
- OSHA 29 CFR 1910.120 8-Hour Refresher Trainings
- National Safety Council Defensive Driving Training
- TSCA Title II 24-Hour Asbestos Inspection and Assessment Training
- FEMA IS 700a. – National Incident Management System, An Introduction



Jeff Hollis

Field Operations Supervisor

FIRM

Thompson Consulting Services
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Lake Mary, FL 32746

EXPERIENCE

11 years

PROGAM EXPERIENCE

- FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G)
- FHWA ER Program

Experience and Qualifications

Mr. Hollis has eleven years of experience supporting and managing debris monitoring operations throughout the United States. He has worked extensively on private property debris removal programs as well as, right-of-way (ROW) debris monitoring, and leaner, hanger, and stump removal programs in some of the largest areas impacted by debris generating events in the last decade.

Project Experience

South Carolina Department of Transportation, Horry and Georgetown Counties, South Carolina, Severe Flooding Recovery Operations, 2015 – Mr. Hollis served as operations manager for debris removal monitoring in Horry and Georgetown Counties on behalf of SCDOT following a severe flooding event. He oversaw day-to-day operations for right-of-way collection on SCDOT maintained roadways throughout the Counties.

Allendale County, South Carolina, Winter Storm Pax Recovery Operations, 2014 – Mr. Hollis served as the operations manager for debris removal monitoring operations in Allendale County following Winter Storm Pax. He was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners, hangers on County maintained roadways. County-wide, nearly 30,000 cubic yards of vegetative debris was collected, temporarily disposed, and burned. In addition, over 6,000 hazardous trees were addressed.

South Carolina Department of Transportation (SCDOT), Winter Storm Pax Recovery Operations, 2014 – Mr. Hollis served as operations manager for the SCDOT debris removal monitoring mission in Dillon County. He

was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners and hangers on SCDOT maintained roadways throughout the County. County-wide, nearly 200,000 cubic yards of vegetative debris was collected, temporarily disposed, and burned. In addition, nearly 34,000 hazardous trees were addressed.

Harris County, TX, Hurricane Debris Removal Monitoring, 2008 – In 2008, Mr. Hollis served as a field operation manager for the Harris County debris monitoring effort. Mr. Hollis managed a field team responsible for monitoring the removal of over 2,500,000 cubic yards of debris.

City of New Orleans, Louisiana, Demolition Field Manager, 2007-2008 – Mr. Hollis served as a demolition field manager on the City of New Orleans residential demolition program in 2007 and 2008. Mr. Newton was responsible for ensuring that each FEMA eligible property had been properly condemned, posted, and decommissioned prior to being demolished. In addition, Mr. Newton was responsible for ensuring that properties containing Asbestos Containing Materials (ACM) were properly demolished and disposed of at Type I Disposal facilities.

St. Landry Parish, Louisiana, Hurricane Gustav, 2008 – Following the devastating impact that Hurricane Gustav, Mr. Hollis served as the field project manager for the Parish's debris removal monitoring program. Mr. Hollis's field team monitored and documented the removal of eligible storm debris and worked with the Parish, State, and FEMA to address many unique challenges. Parish-wide, nearly 225,000 cubic yards of vegetative and construction and demolition debris was collected.

Escambia County, Florida, Hurricane Debris Disposal Monitoring, 2004 – Following the devastating impact that Hurricane Ivan made on Escambia County, Mr. Hollis served a field supervisor responsible for overseeing field monitors and ensuring only eligible debris was collected. County-wide, nearly 8,000,000 cubic yards of vegetative and construction and demolition debris was collected.

Training and Certifications

- OSHA 29 CFR 1910.120 40-Hour HAZWOPER Training
- OSHA 29 CFR 1910.120 8-Hour Refresher Trainings



SECTION C

LICENSES / INSURANCE

State of Florida Registration

Thompson Consulting Services has included a Sunbiz report showing our Company is registered as “Active” with the State of Florida in the subsequent pages of this section.

Professional Licenses and Certifications / Training Courses

Thompson believes it is critical to educate our staff and provide them with the credentials that are recognized by the federal, state and local emergency management community. Many of our staff members are credentialed with some combination of the certifications provided in the table below. In addition, many of our project management consultants hold various Occupational Safety and Health Administration (OSHA) certifications for safety and other project related activities.

Table C-1: Staff Credentials & Training

Agency/Course	Certification Title
FEMA IS 1	Emergency Program Manager, an Orientation to the Position
FEMA IS 30	Mitigation eGrants System for the Subgrant Applicant
FEMA IS 31	Mitigation eGrants System for the Grant Applicant
FEMA IS 100a	Introduction to the Incident Command System
FEMA IS 120a	An Introduction to Exercises
FEMA IS 200b	ICS for Single Resources and Initial Action Incident
FEMA IS 208	State Disaster Management
FEMA IS 208a	State Disaster Management
FEMA IS 230	Principles of Emergency Management
FEMA IS 230a	Fundamentals of Emergency Management
FEMA IS 241	Decision Making and Problem Solving
FEMA IS 242	Effective Communication
FEMA IS 253	Coordinating Environmental and Historic Preservation Compliance
FEMA IS 279	Engineering Principles and Practices for Retrofitting Flood Prone Residential Structures
FEMA IS 292	Disaster Basics
FEMA IS 386	Introduction to Residential Coastal Construction
FEMA IS 393a	Introduction to Hazard Mitigation
FEMA IS 430	Introduction to Individual Assistance
FEMA IS 546	Continuity of Operations (COOP) Awareness
FEMA IS 547	Introduction to Continuity of Operations
FEMA IS 548	Continuity of Operations Manager
FEMA IS 630	Introduction to Public Assistance
FEMA IS 631	Public Assistance Operations

Agency/Course	Certification Title
FEMA IS 632	Introduction to Debris Operations in FEMA's PA Program
FEMA IS 634	Introduction to FEMA's Public Assistance Program
FEMA IS 700	National Incident Management System (NIMS) an Introduction
FEMA IS 901	Section 508 Awareness

This coursework and continuing education allows our employees to remain current with ever-changing policy while earning certifications that will provide them with credibility within the federal, state and local emergency management community.

Additional Licenses

Through the Thompson Family of Companies we have access to many ancillary services including full service engineering, architecture and interior design. Thompson maintains 13 Florida registered Professional Engineers and holds the required licenses and certificates to perform engineering services within the State. As needed, or upon request by the City, Thompson will provide the City with these professional licenses.

Certificates of Insurance

Thompson Consulting Services maintains or exceeds the insurance requirements established by the City. We have provided our Certificates of Insurance as evidence of our coverage in the following pages of this section.



Detail by Entity Name

Foreign Limited Liability Company

THOMPSON CONSULTING SERVICES, LLC

Cross Reference Name

THOMPSON CONSULTING SERVICES, LLC

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Changed: 04/10/2013

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Annual Reports

Report Year	Filed Date
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DATE (MM/DD/YYYY)

1/05/2016

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PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	CONTACT NAME: Carly Underwood PHONE (A/C, No, Ext): 770.552.4225 FAX (A/C, No): 866.550.4082 E-MAIL ADDRESS: carly.underwood@greyling.com																					
INSURED Thompson Consulting Services, LLC 1135 Townpark Avenue Suite 2101 Lake Mary, FL 32746	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td colspan="2">INSURER A : James River Insurance Co</td><td>12203</td></tr> <tr> <td colspan="2">INSURER B :</td><td></td></tr> <tr> <td colspan="2">INSURER C :</td><td></td></tr> <tr> <td colspan="2">INSURER D :</td><td></td></tr> <tr> <td colspan="2">INSURER E :</td><td></td></tr> <tr> <td colspan="2">INSURER F :</td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : James River Insurance Co		12203	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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INSURER F :																						

COVERAGES

CERTIFICATE NUMBER: 16-17

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	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:			653441	01/01/2016	01/01/2017	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMP/OP AGG \$5,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab			653441	01/01/2016	01/01/2017	Per Claim/Agg \$5M/\$10
A	Contractors			653441	01/01/2016	01/01/2017	Per Claim/Agg \$5M/\$10
	Pollution Liab						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Evidence of Coverage

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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1/22/2016

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PRODUCER The Insurance Center, A Division of BancorpSouth Insurance Services P. O. Box 228 Biloxi MS 39533		CONTACT NAME: Patty Savage PHONE (A/C, No, Ext): 228-374-2000 E-MAIL ADDRESS: patty.savage@bksi.com FAX (A/C, No): 228-863-1957	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: National Fire Insurance Co of Hartford	NAIC # 20478
INSURED THOMINC-03 Thompson Consulting Services, LLC 1135 Townpark Ave, Ste. 2101 Lake Mary FL 32746		INSURER B: Transportation Insurance Company	20494
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 750266752

REVISION NUMBER:

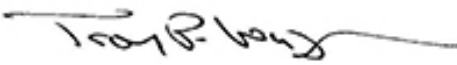
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	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			2097385745	1/1/2016	1/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	2097385843	1/1/2016	1/1/2017	☒ 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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

EVIDENCE OF COVERAGE XX XX XX XXXXXXXXXXXXXXXXXXXXXXXXXXXX -	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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SECTION D

FINANCIAL STABILITY / LITIGATION

Financial Stability / Capacity

Thompson has been in business for over 63 years. We are financially stable and have the necessary resources, personnel and financial resources, to provide the services at the level required by the City. Thompson has both the financial capacity and the access to credit necessary to commence and continue project operations both before and while federal and state funds are approved for the declared emergency or disaster event.

Recently, Thompson monitored over 500 debris removal crews in the State of South Carolina on behalf of the South Carolina Department of Transportation (SCDOT) and five (5) county governments. Through project initiation and implementation Thompson has demonstrated our capacity to perform recovery programs prior to the obligation of federal funds. While still performing in South Carolina, Thompson simultaneously responded to four (4) Alabama communities following a severe weather event, successfully deploying adequate personnel and resources to implement and carry out recovery operations.

Our goal is to provide the highest level of consulting services to our customers in a cost effective manner. Through attainment of this goal we have been able to develop long-lasting relationships with our clients which have allowed our company significant growth.

If requested by the City, Thompson is prepared to provide financial statements, marked as confidential, for the City's review.

Litigation History

Thompson Consulting Services does not currently have, and has not had in the previous five (5) years, any settled or pending litigation or claims; nor has Thompson Consulting Services been a party to any lawsuit or arbitration with regard to a contract for services similar to those requested in the specifications.

Thompson Consulting Services has not been a party to any class actions where Thompson Consulting Services was named, nor any industry investigations by the Attorneys General.

Furthermore, Thompson Consulting Services has not ever failed to complete a project or provide the goods for which it has been contracted. We have never had an awarded contract terminated by a government agency in default or convenience.

Thompson Consulting Services understands that we have a continuing duty to inform the City of any new claims filed against our Company.

SECTION E

ENGAGEMENT APPROACH & SCHEDULE

Project Understanding

The City of Port Orange, Florida (City) is comprised of 28.7 square miles along the Halifax River and the Atlantic Ocean. The City has a population of 57,203 and is highly vulnerable to the impacts of hurricanes, flooding, tornadoes, and other severe weather systems. In 2004, the City was affected by several tropical events which generated debris and heavy precipitation. Hurricane Charley swept across the state of Florida and hit the City from the inland side. Only a few weeks later, Hurricanes Frances and Jeanne made landfall in South Florida and although neither storm made direct landfall in Volusia County, the collateral damage was evident throughout the City. Following Hurricane Frances, much of the City was without electricity due to downed lines, blown transformers, and flooding. The City maintains a constant, high level of readiness to respond to a variety of hazards that may impact its citizens and consequently, is seeking proposals from qualified consultants to provide debris monitoring support to comply with the following agency grant programs and requirements:

- Federal Emergency Management Agency (FEMA) Public Assistance (PA)
- Federal Highway Administration (FHWA) Emergency Relief (ER)
- Florida Division of Emergency Management (FDEM)
- US Department of Agriculture (USDA) Natural Resource Conservation Service (NRCS)
- US Department of Housing and Urban Development (HUD)
- US Fish and Wildlife
- All other applicable state and local ordinances

Disaster Debris Forecasting

Estimation Methodology

With experience assisting local governments in disaster response and recovery for a variety of events, ranging from the most costly hurricanes in our nation's history to relatively smaller disasters including minor storms and localized flooding, Thompson has recognized that responsiveness and adaptability are critical to success. Thompson stands ready to serve the City in any capacity. Our approach to services can be transformed to fit a particular task or event in effort to best meet the City's recovery goals by taking the most efficient and cost-effective actions.

For purposes of pre-event planning and understanding resource requirements, Thompson utilizes the US Army Corps of Engineers (USACE) debris estimating model for developing debris estimates. The USACE developed this model based on debris generated by Hurricanes Frederic, Hugo and Andrew. The model contemplates the number of households in an urban/suburban area, as well as the category of storm, vegetative characteristics, commercial density and precipitation. The estimated quantities produced by the model have a predicted accuracy of $\pm 30\%$. Because of the margin of error in the model, Thompson validates the modeled result via windshield surveying and aerial flyover assessments in a post-disaster scenario. Windshield surveys provide debris removal professionals the opportunity to estimate the quantity

of debris per parcel surveyed, which can be extrapolated to include the number of parcels within jurisdictional limits of the community. Aerial flyovers are important because they provide Thompson with the ability to gage the consistency of the damage across the jurisdiction and provide a means for identifying areas that have been compromised which may be isolated without means of conventional travel due to debris or flooding.

Planning Assumptions

While developing the debris model and subsequent staffing plan for the City, Thompson has made the following assumptions:

- City debris removal contractors will first perform an emergency push to open all City system roadways.
- City debris removal will begin hazardous tree removal and right-of-way (ROW) collection simultaneously to ensure efficient debris removal passes and use of equipment.
- Thompson will assign one (1) - two (2) DMS monitors per site, depending on the severity of the event and associate debris streams.
- ROW crews will collect, on average, 620 cubic yards of debris per day.
- The target timeframe to complete ROW debris collection is 60 days.
- Tree crews will be defined as a bucket truck with a cutter and appropriate safety equipment and flaggers. Each crew will address approximately 75 hazardous trees per day.
- The target timeframe to complete hazardous tree and limb removal is 30 days.
- Specialized programs may be necessary.

Forecasted Debris Types and Resource Estimates

Debris types from disaster events may include items such as vegetative debris, construction and demolition debris, household appliances, household furnishings, sediment, sand, household hazardous wastes, vessels and vehicles. This debris may have to be removed from a variety of physical environments, including among others, on and near roadways, underwater in canals and waterways, or even hanging in large trees. Debris types, volumes and locations can require many different removal and disposal techniques.

The total amount of debris generated by any particular disaster will depend on the location and type of event experienced, as well as its severity, duration, and intensity. Thompson understands that the crew numbers and subsequent monitor requirements are subject to change based on the actual incident. We have developed this estimate to demonstrate to the City that we have the capacity and experience to develop a flexible, scalable staffing plan that addresses the City's needs. For planning purposes, the table below summarizes the impacts that various hurricane categories could have on the City:

Table E-1: Disaster Impact and Resource Estimates

Description	Category 1	Category 2	Category 3
Total Debris	104,104 CY	416,416 CY	1,353,352 CY
Estimated Hazardous Trees	1,500 Trees	5,000 Trees	12,500 Trees
Avg Daily ROW Crew/Monitor/ADMS Requirement	4	17	18
Avg Daily DMS Monitor/ADMS Requirement	1	3	5
Peak ROW Monitor Requirement	5	11	52
Peak Daily DMS Monitor Requirement	2	4	6
Required Land Area for DMS	10 Acres	38 Acres	122 Acres

Description	Category 1	Category 2	Category 3
Est Time to Complete Debris Removal	30 Days	60 Days	120 Days
Load Transactions	2,603	10,410	33,834
Unit Rate Transactions	2,082	8,328	27,067

While the modeling and results presented herein are based on an unknown and hypothetical event, following an actual event Thompson would model the storm characteristics taking into account our understanding of impacts caused by historical storm events, to assist the City with developing strategies for debris collection. It may be determined that the City has the capability to perform debris removal with in-house staff and equipment following smaller incidents such as severe storms or local flooding. For more significant disaster debris events, the City may elect to engage its contracted forces for debris removal and monitoring. Regardless of which approach the City takes following a debris generating incident, the Debris Collection Strategy will be scalable to the size of incident and resources necessary and will include the following elements:

- Anticipated events and assumptions
- An anticipated scope of work based on the debris forecasting developed
- Anticipated debris streams and debris programs
- An overview of the use of City force account labor to perform debris removal operations
- Specialized debris programs
- Debris removal from gated communities and private property
- Monitoring of debris operations
- Health and safety requirements
- Environmental considerations
- Debris collection zone maps with road designations (City/County/FDOT)
- Action items checklists for preparedness, response, and recovery operations
- A public information strategy with draft press releases

Through careful planning and execution, Thompson believes that a full and complete first pass of all City roads can be completed within five (5) weeks. It is important to note that a second pass of City roads will begin prior to the completion of the 1st pass, with the ultimate goal of having approximately 80% of the City's debris collected during the initial 30 days and 95%+ of the City's debris being collected during the initial 60 days.

Project Execution Utilizing Automated Debris Management System

Thompson will execute the proposed tasks described below with our ADMS hardware and software system, Thompson Data Management Suite (TDMS). Thompson's ADMS was developed in-house and is proprietary. We do not rely on licensing for the use of an ADMS. TDMS has been successfully deployed over the past three (3) years and utilized by the South Carolina Department of Transportation (SCDOT), as well as for county, parish, and municipal clients in Louisiana, Alabama, South Carolina, and New York to electronically document debris removal, hazardous tree work, vehicle recovery, and private property debris removal.

TDMS Overview

TDMS is a collection of hardware, software and communications infrastructure for the management of data and documents related to disaster recovery. The TDMS collection includes our hardware solution or handheld device, *TDMSmobile*, which allows us to capture data in the field and provide near real-time analysis through our software solution, *TDMSweb*, which is a variety of web-based software applications

that serve as the backbone for data storage and management. The TDMS*mobile* solution meets the USACE ACI standard for ADMS and is configured to document a variety of debris removal activities and programs.

- Truck Certification
- Right-of-Way (ROW) Collection
- Tree Work (L/H/S)
- Private Property Debris Removal (PPDR)
- Demolitions
- Haul Out/Disposal
- Project Administration
- Monitor Management

Figures 1 - 4 provide graphical depictions of the TDMS*mobile* solution and its components.

FIGURE 1



Motorola ES400 running TDMSmobile.

FIGURE 2



Employee badges utilize QR coding for identification ticket development.

FIGURE 3



Paper tickets are created with encrypted QR code to transmit information/data.

FIGURE 4

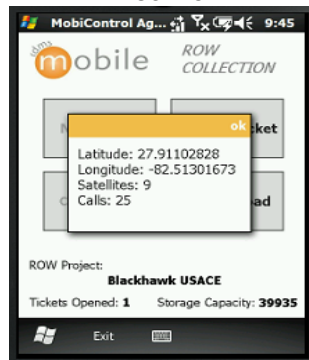


RW 220 hip belt printer uses direct thermal laser technology

TDMS*mobile* provides enhanced quality control through geofencing, geocoding, and location verification. The handheld device and system have configurable security settings to protect use and data. Specified locations, such as debris pickup and disposal sites, are captured by the GPS capabilities of the handheld and verified in the web-based system. This enhanced level of accuracy and corroboration increases the efficiency and production of debris removal operations. To date we have observed cost savings to our clients ranging from 20 – 30 percent with the use of our ADMS solution.

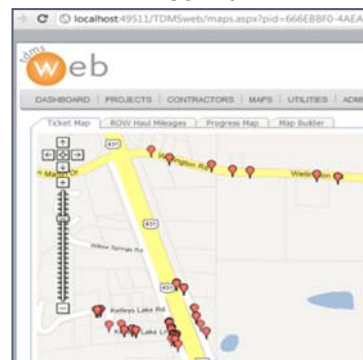
Figures 5 and 6 provide an example of the interface between TDMS*mobile* and TDMS*web*.

FIGURE 5



Handheld device GPS location capture and verification

FIGURE 6



Mapping interface provides users with Google maps functionality for point-and-click data access

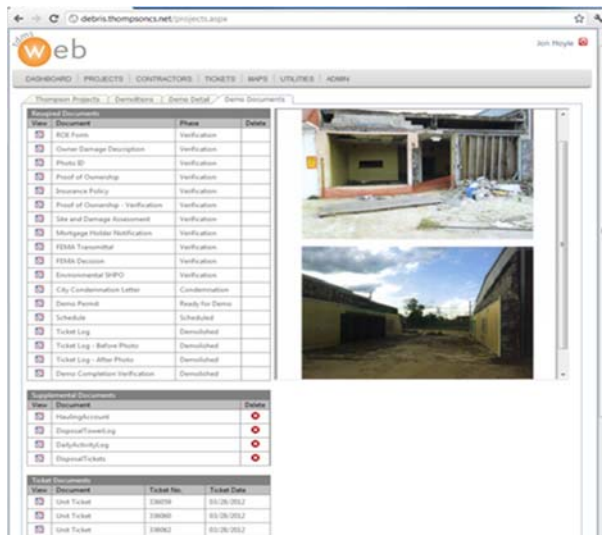
TDMSweb a web based application that serves as the backbone of the TDMS for storage and data management while providing access to viewing, querying, sorting, reporting, mapping and managing project related data and documents. In addition, Thompson is able to control access to TDMSweb and what permissions (read, read/write, etc.) users have through credentialing. The following figures (7 to 10) provide graphical highlights and depictions of TDMSweb and its components.

FIGURE 7



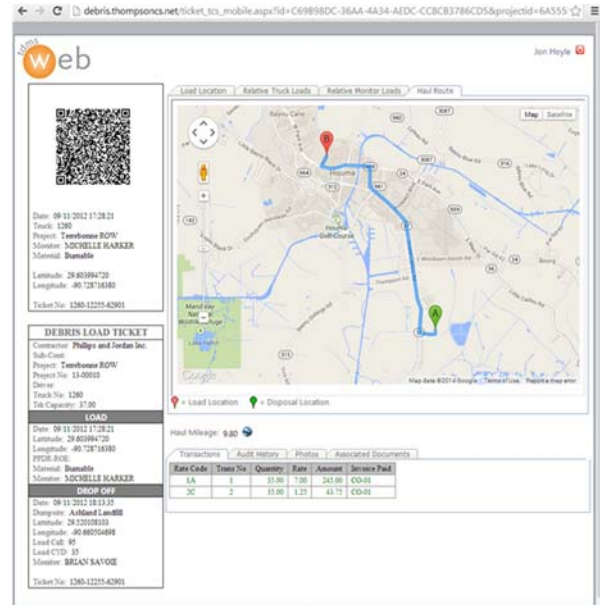
TDMSweb dashboard displays summary project statistics online with the ability to drill down to varying levels of detail.

FIGURE 9



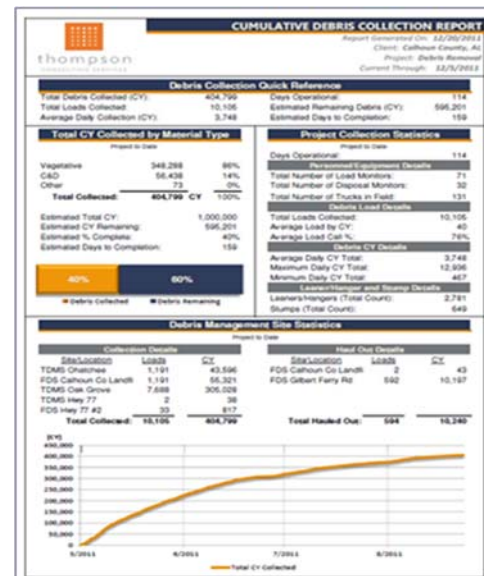
TDMSweb system allows Thompson to electronically manage a variety of client debris removal programs such as, ROW, ROE, blue roof and demolition, including photographs, field forms, logs, transmittals, etc.

FIGURE 8



More accurate and efficient collection of field data provides for near real time data analysis and review. Financial encumbrances and project progress can now be tracked via the Internet.

FIGURE 10



TDMSweb generates a various project reporting documents, such as daily reports and financial summary logs.

TDMS was designed with over 50 years and \$2.5 billion of industry knowledge and experience. The suite provides near real time debris collection data to applicants, grantees, FEMA, FHWA, debris removal contractors, and others without disrupting the speed of the recovery.

Technical Approach

Thompson has functionally organized its technical approach by task predicated on the various debris streams and programs that can be expected based on our experience monitoring and documenting large scale debris removal operations. Thompson will tailor our approach to the City's debris recovery effort based on the unique challenges of the City's specific future disaster. Our tasks and task approach can be modified and scalable to address both large and small scale events and our mobilization times can be either compressed or extended based on the needs of the City and the public.

Table E-2: Mobilization Method and Approach

Task / Mobilization Time	Description
1. Debris Program Implementation	
Within twenty-four (24) hours from notification date	Program Management Team will report to the City 48 hours prior to known disaster events and within 24 hours of no-notice disaster events. Thompson will implement a program based on the specific needs of the City, feedback from debris removal contractors, and debris estimates developed through the preliminary damage assessment.
2. Onboarding and Training of Employees	
Within forty-eight (48) hours from notification date	Thompson performs Motor Vehicle Reports (MVR's) and drug testing on all field staff.
3. Health and Safety Plan Implementation	
Within forty-eight (48) hours from notification date	Health and Safety Plan will be periodically reviewed and updated to address any disaster specific hazards. Thompson's safety program is focused on the safety of Thompson monitors and field personnel.
4. Measure and Certify Trucks by FEMA PAPPG Standards	
Within forty-eight (48) hours from notification date	Thompson will certify contractor equipment once a contractor crew schedule is reviewed and approved by the City.
5. Deploy Loading Site Collection Monitors	
Within forty-eight (48) hours from notification date	Thompson will deploy a collection monitor to each debris removal crew. Based on our planning assumption, we expect many of the crews to be tandem, self-loading trucks or two to three trucks paired with a single loading device.
6. Monitor the Removal of Leaning Trees, Hanging Limbs, and Hazardous Stumps	
Within forty-eight (48) hours from notification date	Thompson will document the removal of hazardous trees and limbs to meet all requirements outlined in FEMA Publication FP-104-009-2 Public Assistance Program and Policy Guide (PAPPG), which supersedes FEMA 325, Debris Management Guide, and FEMA 327, Debris Monitoring Guide.
7. Deploy Debris Management Site Monitors	
Within forty-eight (48) hours from notification date	Thompson will coordinate with City Debris Management Contractor to ensure that the City Debris Management Sites (DMS) meet all FDEP requirements.
8. Deploy Field Supervisors / Field Supervisors	

Task / Mobilization Time	Description
Within forty-eight (48) hours from notification date	Thompson will deploy one (1) Field Supervisor for every seven (7) field monitors per the specifications of the City RFP. Thompson typically recommends a ratio of between 1:7 and 1:10 supervisor to monitor.
9. Damage Complaint Tracking	
Concurrent with field operations	Thompson will assign a unique work order to each damage complaint and track the actions taken, responsible sub-contractor, and satisfactory/unsatisfactory resolution in a report, by Service Area that may be tracked through GIS.
10. FEMA Consultation	
Within seventy-two (72) hours from Federal Declaration	Applicant kickoff generally takes place within one week of the federal disaster declaration, which is imminent.
11. Ordinance Review to Determine Best Method to Perform Private Property Debris Removal (PPDR)	
2-3 weeks after debris operations begin (subject to need)	Thompson management staff has experience analyzing and designing PPDR programs based on Voluntary/Right-of Entry, Imminent Danger of Collapse, and Public Nuisance Programs.
12. Private Property Debris Removal Monitoring	
TBD, based on input from FDEM and FEMA	PPDR programs may include vegetative and C&D debris, as well as leaners, hangers, stumps, and structural demolitions.
13. Specialized Debris Removal Monitoring	
TBD, based on input from City, FDEM, and FEMA	Thompson management staff has experience with the operational methods to properly document special debris removal programs such as removal of debris from waterways and lakes, vessel and vehicle removal, and the removal of debris and sediment from storm drains, catch basins and other public facilities.
14. Accumulate Daily Field Data	
Immediately after the start of ROW and hazardous tree programs	Thompson will maintain field data for all debris recovery programs monitored. Debris removal data will be organized by debris type, road type, and program
15. Reconcile Contractor Invoices	
Weekly after the start of ROW and hazardous tree programs	Thompson will comply with the invoicing and payment term in the debris removal contract.

1. Debris Program Implementation

Thompson will assist the City in overseeing the debris management operations, obtaining proper approvals for special debris removal programs, and providing in-depth working knowledge of a variety of recovery operations, USACE debris management guidelines, and FEMA eligibility and reimbursement guidelines. Thompson will work with the City to develop a project management plan to ensure that contracted debris removal is properly documented to substantiate FEMA PA, FHWA ER, and NRCS funding. Some of the initial considerations will include, but not be limited to:

- Single/multiple debris removal contractors
- Debris removal contractor rates and specifications
- Debris estimates, by collection zone
- Crew/Monitor Estimates, by collection zone

- Onboarding and safety training locations and procedures
- Operations Manager/Supervisor Assignments
- Progress reporting distribution lists and protocols

At the request of the City, Thompson will also coordinate aerial flyover assessments to facilitate debris estimation and collect post-disaster photographs and geographical data.

Response Time by Task

In most cases, Thompson will deploy our project team in anticipation of receipt a notice to proceed so that we can be responsive to the City's needs and effectively manage the deployment of personnel and resources. For example, if the City is within a cone of certainty for severe weather, Thompson will deploy a representative to meet with the City 48 to 72 hours prior to the anticipated event. Thompson's response times by task are summarized in Table E-3.

Table E-3: Thompson Task Response Times

Response Time	Task Description
Immediately after notification	Thompson will report to the City's EOC or Contract Management Center
No more than 48 hours after notification	Thompson ready to assist the City with truck certification
No more than 48 hours after notification	Thompson ready to staff public drop-off sites and other City locations
No more than 48 hours after notification	Thompson to have monitors ready for ROW debris removal operations
No more than 72 hours after notification	Thompson to have monitors ready for hazardous tree removal operations

Prior to known events, Thompson will stage personnel and equipment either in or as close as possible to the City. Upon receipt of a Notice-to-Proceed, Thompson will deploy the following project initiation teams to the City responsible for the City's contract deliverables:

- Debris Management Consultant
- Project Quality Assurance Team
- Project Administrative Team

The Project Quality Assurance Team will consist of the Project Manager and six to ten Field Supervisors, based on the severity of the event. In addition to providing surge support to the City, the Project Quality Assurance Team will serve as the field project management team. The Project Quality Team will be deployed with equipment kits to accommodate all Field Staff.

The Project Administrative Team will consist of administrative/human resource employees. The Project Administrative Team will be temporarily deployed to the City to support the monitor on-boarding process, including:

- Employee application reviews
- Drug testing and Department of Motor Vehicle records checks
- Health and Safety Plan Implementation
- Debris Monitor Training

Proposed Meetings

Thompson is prepared to meet with the City Debris Manager, City Stakeholders, and representatives from FEMA, FDEM, FDEP, and other agencies on a daily basis at a time and location specified by the City. To the extent necessary, Thompson will help the City secure a meeting location. Thompson recommends that

project stakeholders conduct a daily briefing while the EOC is fully operational and re-evaluate the frequency of meetings after the first 30 days of project operations.

Methods for communicating with City Emergency Staff and Teamwork Assignments

Throughout the project, the Thompson Project Manager will identify critical path functions that will required close coordination between the City and Thompson. These may include:

- Public Information
- Private Property Issues
- Special Needs Assistance
- Information on FEMA
- Damage reports and resolution

Thompson will identify a lead for each function to serve as a direct interface with the appropriate City staff on each issue. The Thompson team member will be available in person, by phone, or email to communicate with the City and project stakeholders. To the extent that cellular connectivity is not available, Thompson will secure alternative communications methods (radios, satellite, etc.).

2. Onboarding and Training of Employees



Within 24 hours of Notice to Proceed, Thompson will establish a local office from which to perform recruiting, onboarding, and training. Thompson will make every effort to hire residents from within the City to serve as debris monitors. This effort will help skilled residents participate in the City's recovery efforts with a meaningful impact and earn a competitive hourly wage.

Thompson maintains professional human resources and recruiting staff that have been extremely successful in meeting the technical requirements and staff capability on similar contracts over the past 10 years. As a contractor to various

U.S. Army Corps of Engineers Districts, Thompson understands the practice of hiring local personnel with experience in civil works, solid waste, monitoring and similar projects. Our ongoing approach for hiring and staff augmentation includes:

- Staffing agencies to identify highly specialized, skilled professionals
- On-line advertising within a municipality, state, or region
- Local media advertisements through local newspapers and circulars
- State and local workforce connection offices that provide outreach and job placement
- References from entities and agencies familiar with the area and scope of work required

In accordance with FEMA FP-104-009-2, Thompson will train debris monitors, City employees, and other project stakeholders to have a complete understanding of the roles and responsibilities of the debris manager, including:

- Accurate and objective debris estimating techniques
- Process for determining debris eligibility: (1) threat to public health/safety, (2) direct result of the disaster event, and (3) existing in the public right-of-way
- A comprehensive understanding of all phases of debris management operations, including loading sites, Debris Management Site's (DMS), and final disposal locations
- The ability to differentiate between debris types
- Understanding of Collection Site and DMS safety procedure

- Understanding of the Thompson Field Health and Safety Plan
- Understanding of the terms, conditions, and scope of the debris removal contract and other disaster specific guidance provided by the City, FDEM, FDEP, and FEMA

Ability to Onboard and Train within 48 Hours

Thompson has made a tremendous investment in our personnel, resources, technology, and tools to have the flexibility and scalability necessary to be an industry leader in debris monitoring. Part of this investment is in a proven process to identify, train, and equip local hires in a safe manner in extremely short periods of time. Thompson begins the process of recruiting and on-boarding immediately upon contract award, not reactively following a notice to proceed. Thompson will issue contingent job postings through a variety of outlets to pre-identify a pool of existing candidates to serve as field monitors. Table E-4 below outlines Thompson's local hire tasks and timelines to ensure that we deploy trained, safe, drug-free local hires within 48 hours of a notice-to-proceed:

Table E-4 Local Hire Task Summary

Task	Timeframe (to meet or exceed)	Comments
Local Hiring Recruiting (non-event)	Year-round	When no task order is imminent, Thompson pro-actively develops a pool of local hire candidates.
Local Hiring Recruiting (activation known)	12 to 48 hours	Once activated, Thompson Project Administrative team can recruit and onboard 100 local hires per day. Thompson initiates on-boarding 72 to 96 hours prior to known disaster events.
Drug-testing	12 to 48 hours	Thompson requirement for employment
Driver Motor Vehicle Record Check	12 to 48 hours	Thompson requirement for employment
Safety Training	12 to 48 hours	Thompson requirement for employment
Continued on the Job Safety Training	48 to 72 hours	Thompson requirement for employment
Debris Monitor Training	12 to 48 hours	Thompson requirement for employment
Automated Debris Management System Training	12 to 48 hours	Contract specific requirement
Issuance of Personal Protective Equipment	48 hours	Issued by Project Administration team upon completion of Safety Training

3. Health and Safety Plan Implementation



Thompson is the only debris monitoring firm that performs drug screening and motor vehicle operating record reviews for 100% of our employees, including temporary field staff. This practice results in a team of monitors that is both safe and committed to quality. In addition, Thompson deploys a quality assurance team to each of its projects to ensure that certain quality standards are being upheld, regardless of the operating conditions and climate.

At project initiation, Thompson will implement a Health and Safety Plan (HASP) that outlines site-specific precautions to be taken to avoid and mitigate the risk of hazards associated with work performed in the elements, around heavy equipment, near tree work, and close to vehicle traffic. The HASP will outline that work performed on the project shall comply with all applicable OSHA, State of Florida, and all other safety requirements provided by FEMA and its authorized contractors. Thompson will also provide the following personal protective equipment to collection monitors, debris management site monitors and field supervisors:

- Hard hat

- Reflective vest
- Safety glasses
- Hearing protection

In addition, Thompson will ensure that all collection monitors, debris management site monitors and field supervisors report to work with the following personal protective equipment and communication equipment:

- Cell phone
- Protective shoes
- Long pants
- Hot, cold, and/or wet weather gear
- Sunscreen and supply of bottled water

Thompson's safety program is focused on Thompson monitors and field personnel. The safety of debris removal crews is the responsibility of the debris removal contractor(s).

4. Measure and Certify Trucks by FEMA PAPPG Standards

Thompson will complete equipment check-in and certification of trucks and other equipment mobilized by the Contractor so that debris removal operations can be recorded and substantiated in accordance with the terms, conditions and unit rates in the City's debris removal contract. In order to comply with these standards, Thompson has observed and recorded the following information during truck certifications:

- Valid driver's license of truck operator
- Valid truck registration and insurance
- Volumetric capacity of the inside of the loading container
- Calculated deductions of volumetric capacity for dog boxes, round container bottoms, and other volumetric capacity reductions
- Brief physical description of the truck
- Photographs of the truck, container, and driver



Thompson will assign a unique identification number to each truck and a placard with the truck number is affixed to each side of the debris removal truck.

5. Deploy Loading Site Collection Monitors

Thompson will deploy a debris removal collection monitor for each mechanized piece of loading equipment deployed by the Contractor unless multiple debris loading operations can be safely and substantially observed and documented by a single monitor. The Collection Monitor's primary responsibility is to observe, document, and substantiate the removal of eligible storm debris from City ROW and other collection zones identified and approved by the City. Eligible debris may include, but is not limited to:

- Vegetative debris
- Construction and demolition (C&D) debris
- Hazardous waste (must comply with Federal, State, and local environmental and work safety requirements. Regulated under Resource Conservation and Recovery Act (RCRA))
- Household hazardous waste (must be handled by FDEP licensed specialists)

- White goods (must be decommissioned by licensed specialist)
- Vehicles and vessels
- Putrescent debris (handling must comply with Federal, State, and local environmental requirements. Also, must comply with Florida Department of Agriculture for collection and disposal of animal carcasses)
- Infectious waste (must comply with the Florida Department Health and adhere to all issued guidelines and instruction for collection and disposal. May also be governed by the CDC, EPA, etc.)
- Chemical, biological, radiological, and nuclear contaminated debris (clearance, removal and disposal of CBRN- contaminated debris should be performed in accordance with applicable Federal statutes, regulations, policies, and other guidance documents)

The Thompson collection monitor will be responsible for:

- Ensuring that only eligible, disaster related debris is removed for loading and hauling from approved public areas
- Ensuring that debris collected is in accordance with the regulations, safety considerations, and contract terms of the specific waste stream (i.e. hazardous waste is not loaded into container of clean vegetative debris, etc.)
- Recording the time, date, disaster number, truck number, and loading location using ADMS
- Issuing load ticket to driver when loading container is fully loaded
- Ensuring that debris loads are contained properly in the loading container prior to the departure of the truck from the loading location to the TDSRS
- Checking for safety considerations and areas of potential problem (school zone, utility meters, power lines, mailboxes, etc.) and reporting potential issues the Thompson Field Supervisor
- Recording and reporting any damages caused to streets, curbs, utility meters, mailboxes and other public property as a result of debris removal operations including photos, owner information, and circumstances of the damage
- Ensuring all white good and Freon containing appliances are sorted and ready for Freon removal on site or separate transport for Freon removal before final disposal
- Certifying household hazardous wastes are segregated, handled, loaded and hauled in accordance with environmental laws and local, state, and federal regulations. HHW must be handled by specialists licensed by FDEP
- Ensuring work area is clear of debris to the specified level before equipment moves to a new loading area
- Remaining in constant contact with debris field supervisor
- Other duties as directed by the debris management project manager or designated City personnel



6. Monitor the Removal of Leaning Trees, Hanging Limbs, and Hazardous Stumps

Thompson anticipates beginning hazardous tree removal operations prior to or concurrent with Right-of-Way debris collection. By getting the bucket trucks out ahead of the debris removal trucks with hazardous tree and limb removal, the overall collection operation will be more efficient. Thompson will ensure that hazardous stumps are pre-approved by FEMA and that the stump removal

process is documented to include before and after photographs and GPS coordinates. The Thompson leaner, hanger, and stump monitor will be responsible for:

- Ensuring that only eligible leaners, hangers, and stumps are removed as defined by the FEMA Public Assistance Program and Policy Guide (PAPPG) from approved public areas
- Recording the date, GPS location, physical address, and time that the work was performed
- Measuring the eligible tree work in accordance with the City's contract
- Photo documenting the work performed to facilitate an audit ready paper trail for FEMA review

7. Deploy Debris Management Site Monitors

Thompson will work with the City and its contractor to establish the appropriate number of Debris Management Site (DMS) and staff it with a DMS Monitor. DMS Monitors are responsible for completing the load transactions and recording debris volumes for loads that have been transported to the DMS for processing and storage or final disposal. DMS Monitors are responsible for observing and recording the following information:

- Debris classification
- Debris load call/volume estimation
- Truck unloading time and date
- Spot check photographs of loads before and after unloading as a Quality Assurance measure for load call methodology and to insure that trucks are completely unloaded at the DMS
- Record load information from municipalities that utilize City debris management sites
- Ensure white goods and Freon containing appliances are sorted and ready for Freon removal
- Document that white goods are cleaned and processed to remove putrescent debris inside and remove all oils, solvents, and refrigerants
- Ensure hazardous and household hazardous wastes are segregated, handled, stored, and disposed in accordance with environmental laws and local, state, and federal regulations
- Document and immediately report any improper segregation of hazardous waste debris
- Ensuring site safety and security

Debris Disposal Diversion

Thompson will work with the City and FDEP to develop a recycling/debris diversion plan that minimizes the amount of potentially recyclable debris that is disposed of at landfills. White goods, e-waste, metals, vegetative and other types of debris may be processed and recycled. Thompson will ensure that salvage operations are documented separately to substantiate retainage of salvage proceeds in accordance with the FEMA Alternative Procedures Pilot Program for Debris Removal.

8. Deploy Field Supervisors

Thompson will deploy Field Supervisors at a 10 monitor: 1 supervisor ratio to efficiently and effectively oversee, document, and substantiate debris removal efforts. Field Supervisors will:

- Be prepared to operate a minimum of 12-14 hours per day, 7 days per week
- Verify that only eligible debris is being removed from designated public ROW and public property within assigned collection zones
- Maintain regular communication with and ensure that collection monitors are authorizing the collection and removal of eligible debris from approved public areas

- Confirm the completeness and accuracy of load tickets and field documentation generated by Thompson field staff to substantiate debris removal operations (if paper based system is utilized)

9. Damage Complaint Tracking

Thompson field supervisors will have the primary responsibility for damage report tracking and resolution. Thompson will assign a unique Work Order number to each damage complaint and will track the Work Order by the GPS coordinate of the complaint. A map will be maintained of all damage related Work Orders. Thompson will maintain the following information for each damage complaint Work Order and organize Work Orders by Precinct:

- Work Order point of contact
- Responsible contractor/sub-contractor
- Photographs of damage
- Description of actions taken by the responsible party
- Photographs/other evidence of repair
- Cost summary, if available

10. FEMA Consultation

To the extent that it is required by the City, Thompson will serve as a liaison between the City, FDEM and FEMA to document and demonstrate that debris removal, response and recovery activities are eligible, allowable, and in compliance with FEMA Publication FP-104-009-2 Public Assistance Program and Policy Guide.

Thompson will work with the City, FDEM, FEMA Region 4, and FEMA Headquarters to facilitate a transparent, well documented partnership throughout the recovery effort. This will allow Thompson to integrate Disaster Specific Guidance (DSG) issued from FEMA into the City's debris removal efforts, and proactively create a positive working relationship with participating stakeholder regulatory agencies.

To the extent necessary, Thompson will provide the City with first and second appeal support for unfunded or de-obligated disaster related projects or initiatives that the City and Thompson mutually agree may be determined eligible by FEMA based on a re-review of existing project documentation or other review of new information presented to substantiate the eligibility of the project.



11. Ordinance Review to Determine the Best Method to Perform Private Property Debris Removal

Thompson's proposed management team has previous experience with reviewing local ordinances and designing a private property debris removal (PPDR) program that demonstrates and documents that local governments have the legal authority (and FEMA eligibility) to perform a variety of debris removal programs on private property. We have performed comprehensive PPDR ordinance feasibility reviews and PPDR program implementation in Alabama, Mississippi, Louisiana, and Florida. In order to ensure that the PPDR program is successful, Thompson will have the following objectives during ordinance review:

- Identify an ordinance that clearly grants the City with the authority to enter private property to remove and dispose of debris, such as a nuisance abatement or public nuisance ordinance. This is critical in order to establish legal authority and FEMA eligibility.

- Establish a multi-step process to ensure that all proper notifications are made to property owners.
- Develop a public outreach plan to ensure that City residents in need are able to participate in the program.

12. Private Property Debris Removal Monitoring

Upon review and approval of a proposed PPDR program by FDEM and FEMA, Thompson will implement and document the program to maximize available reimbursement. PPDR programs may include:

- Vegetative, construction and demolition (C&D), and mixed waste debris removal
- Residential and commercial structural demolitions
- Leaner, hanger, and stump removal

In managing, monitoring, and documenting PPDR programs, Thompson will develop a property identification number for each property. Each property will have a PPDR “packet” that documents the following information:

- | | |
|--|--|
| • Ordinance granting the City legal authority under which the private property debris removal work was performed | • FEMA Historic Preservation (HP) review and approval |
| • Documentation of all necessary actions taken to satisfy the requirements of the ordinance | • Documentation of asbestos abatement (if necessary) |
| • Notification to property owner | • Documentation of utility disconnections (if necessary) |
| • Posting on property | • Field documents and site schematic documenting eligible work performed |
| • Executed Right-of Entry Agreement | • Before/after photographs |
| • FEMA/FDEM Approval | • Property close-out documentation |

13. Special Debris Removal Monitoring

The damage caused by floods often necessitate the need for special debris removal programs which include, among others:

- Waterway debris removal
- Debris removal from storm drains and catch basins
- Abandoned vehicle/vessel removal



To the extent necessary, Thompson management staff will review existing maintenance records to establish the pre-disaster conditions and ensure compliance with FEMA policy and work with the City’s contractors, FEMA, FDEP, NRCS and other regulatory agencies to expeditiously remove storm generated debris from affected public facilities.

Special debris program monitors will be responsible for:

- Demonstrating that the debris/sediment/vehicle presents a hazard or immediate threat to public health and safety
- Ensuring that only eligible debris is removed as defined by FEMA PAPPG from approved public areas
- Ensuring that contaminated debris/soil is handled, processed, and disposed in accordance with the type of contaminant

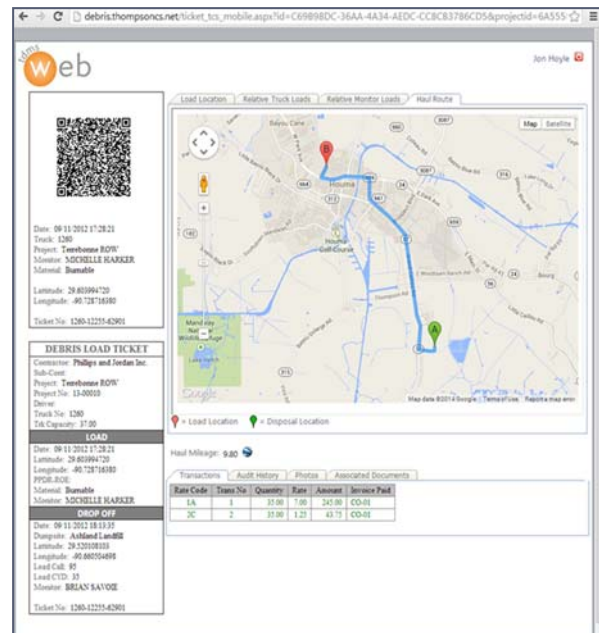
- Verifying that any contaminated disaster-related debris is addressed by the specialist from FDEP and/or EPA and managed appropriately in the designated areas
- Recording the date, GPS location, physical address, and time that the work was performed
- Measure the eligible debris removal in accordance with the City's contract (i.e. linear foot)
- Ensuring vehicles or vessels are abandoned, e.g. the vehicle or vessel is not the owner's property and ownership is undetermined
- Verifying and documenting the chain of custody, transport and disposal of the vehicle or vessel
- Photo documenting the work performed to facilitate an audit ready paper trail for FEMA review

14. Accumulate Daily Field Data

Thompson uploads daily debris collection and disposal information from our ADMS system into a secure electronic disaster debris data management system that summarizes debris quantities to include collection and disposal information by date, debris type, collection zone, and collections and disposal location.

Thompson will plot daily collection totals using GIS software and provide the City with a map of daily collection operations and cumulative debris removal to date. Thompson's graphical reporting tools can provide the City with the collection information needed to make critical decisions and report progress to the public.

In addition the Thompson data management system will serve as an electronic clearinghouse for photographs, electronic "ticket" transaction images, and other field reports developed to document the debris removal operation.



The following information further outlines Thompson's data management operations and capabilities. Our scalable approach has been developed to accommodate both small and large scale activations and multiple debris removal contractors.

Data Management, Project Tracking, and Computer Accountability Programs

Thompson utilizes technology as integral part of its approach to providing debris removal monitoring services for purposes of quality assurance/quality control (QA/QC), contractor invoice reconciliation, and reporting. Each day Thompson queries and reviews truck certifications, load transactions, and unit rate transactions. This data is then used for the following purposes.

Quality Assurance/Quality Control

A critical component of the debris removal monitoring firm's responsibilities is to identify and correct any impropriety that may occur in the debris removal process. To do this, Thompson leverages its data management system to provide QA/QC through standard data queries. Such queries and parameters include:

- Count of loads by collection truck

- Trip time per load
- Trip distance
- Average load call by truck
- Average load call by disposal monitor
- Count of loads by collection location

Reporting

The final tool employed by Thompson through its data and document management system allows us to timely report progress of debris removal to the City. This reporting tool is flexible and can be tailored to report debris removal by any number of parameters. In the past we have reported debris removal according to the following:

- Percent of total estimate complete
- By GIS grid
- By Service Area
- By voting precinct
- By City political district (council districts, commission district, etc.)
- FEMA eligible versus state aid eligible
- Quantity by DMS
- By material type (vegetative, C&D, white goods, etc.)

Thompson will review the QA/QC reports each day to identify anomalies. In most cases these anomalies are explained through investigations of circumstances surrounding the irregularity. Our experience has shown that the mere fact that debris removal contractors and monitors are aware that such metrics are being monitored deters impropriety.

In addition to the cumulative debris collection and financial report, Thompson will coordinate with the contractor to provide morning summaries that will address the following:

- Number of crews deployed
- Types and quantities of equipment deployed
- Equipment/crew/monitor assignments (area/zone)
- Status of TDSRS operations
- Changes in operational status or problems encountered since previous report

Each evening, Thompson and the contractor will provide evening summaries that will include:

- Overall status of debris removal operations
- Actual number of crews/monitors deployed that day
- Issues or problems encountered in the field

15. Reconcile Contractor Invoices

Thompson will perform a thorough review and reconciliation of contractor invoices submitted to the City. In order for contractor payments to be verified as accurate and correct Thompson verifies truck certification, load transactions and unit rate transactions with its database. The reconciliation will include a review of the collection date, time, and location, as well as the debris volume, disposal time and location submitted by the Contractor against the data maintained by Thompson on behalf of the City. Upon

completing the verification of each record being claimed for payment, Thompson will render a payment recommendation to the City. Thompson's payment recommendation will include the following:

- A copy of the contractor invoice
- Invoice back-up organized by program, date, service type, contract line item, and location
- A summary of discrepancies identified
- A payment recommendation report
- A cover letter summarizing the reconciliation findings and payment recommendation

SECTION F

PROPOSAL MATRIX & OTHER SERVICES

Emergency Management Planning and Training

In addition to the services and project approach outlined in Section E, part of Thompson's commitment to pre-positioned clients is providing planning and training services to the communities we serve. Our team is constantly expanding education, training, and field experience in the disaster debris monitoring, grant management, and emergency management fields and will share their knowledge with City leadership and staff. Following contract award, Thompson will coordinate training schedules with the City to provide departments and key staff members training which will address prioritized topics, as requested by the City. Thompson can provide a variety of planning services, training programs, and tools and templates that can be utilized by the City in future disasters, or participate in exercises related to the City's disaster preparedness, response, and recovery. A listing of sample services that can be provided to the City is outlined in the table below.

Table F-1: Emergency Management Planning and Training Services

Service	Description
1. Disaster Debris Management Plan (DDMP) Review	Provide hands-on guidance during the City's planning strategies, review DDMP, and provide suggested updates. DDMP should be updated regularly to ensure accuracy and maintain the City's eligibility for increased federal PA cost-share under the FEMA PAAP Pilot Program and FEMA PA Program and Policy Guide.
2. FEMA Public Assistance (PA) Training	Conduct training courses on the FEMA PA program with City officials and key departments expected to incur costs. Discuss eligibility and documentation requirements, as well as best-practices to help maximize likelihood of receiving reimbursement while minimizing the City's administrative burden.
3. Review of Debris Management Sites (DMS)	Review City DMS sites and assist with approval if necessary.
4. Procurement Assistance	Offer procurement assistance related to contracting with debris removal contractors and additional contractors relevant to the City's response and recovery efforts. Thompson will ensure procurements are in compliance with the City, FDEM, and FEMA requirements so that funding is not jeopardized due to improper procurement practices.
5. Executive Guidance to City Commissions, Boards, and Panels	Subject-matter and program management expertise to ensure City leadership is knowledgeable of the City's response and recovery status as well as involvement in federal programs.
6. Public Information Support	Provide technical support and assistance in the development and disbursement of public information notices. If activated for a disaster, Thompson may conduct community outreach meetings, host telephone call centers, and provide general public relations support as requested.
7. Other Training and Assistance as Requested by the City	Thompson is prepared to provide additional training or assistance requested by the City as related to debris removal and monitoring, grant management, emergency management, and additional City concerns that may arise.
8. Other Reports and Data as Required by the City	Thompson utilizes numerous reports and data sources in our daily operations serving local governments. Thompson is prepared to deliver or prepare reports and data that may be required by the City.

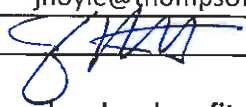
Service	Description
9. Other Emergency Management and Consulting Services	Should the need for additional services related to the City's emergency management practices be required, Thompson stands ready to assist the City.

Hourly Rate Schedule

Thompson has completed and included Exhibit 1- Hourly Rate Schedule in the subsequent pages of this section.



EXHIBIT I - HOURLY RATE SCHEDULE
RFP 16-20
DISASTER DEBRIS MONITORING SERVICES
(Include under Tab F of Proposal)

NAME OF BUSINESS: Thompson Consulting Sevices
CONTACT PERSON: Jon Hoyle, President
EMAIL ADDRESS: jhoyle@thompsoncs.net
AUTHORIZED SIGNATURE: 

The hourly rates shall include all cost including applicable overhead and profit, lodging, meals,

	<u>POSITIONS</u>	<u>HOURLY RATES*</u>	<u>HOURS**</u>	<u>TOTAL</u>
1.	Project Manager	\$ 55.25	112	\$ 6,188.00
2.	Data Manager	\$ 42.50	40	\$ 1,700.00
3.	Cost Recovery Specialist	\$ 125.00	40	\$ 5,000.00
4.	Field Supervisors	\$ 39.95	336	\$ 13,423.20
5.	Fixed Site Monitors	\$ 27.65	840	\$ 23,226.00
6.	Environmental Specialist	\$ 50.00	40	\$ 2,000.00
7.	GIS Specialist	\$ 28.00	40	\$ 1,120.00
8.	Supervising Monitors	\$ 34.00	168	\$ 5,712.00
9.	Billing/Invoice Analysts	\$ 42.50	40	\$ 1,700.00
10.	Administrative Assistants	\$ 22.10	40	\$ 884.00
11.	Field Monitors	\$ 27.65	4,200	\$ 116,130.00
TOTAL (Items 1-11)				\$ 177,083.20

*Any overtime will be billed at the Hourly Rate times 1.5. Overtime is not to be included in the

**These hours are not intended to represent the actual contract amount, but are an estimated

This document must be completed and returned with your Submittal

SECTION G

REQUIRED FORMS

Thompson has completed and included the following documents in the subsequent pages of this section:

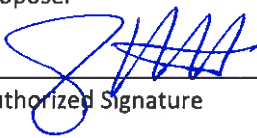
- Form 9.1 Proposal Submittal Checklist
- Form 9.2 Proposer Acknowledgement Form
- Form 9.3 Drug Free Preference Statement
- Form 9.4 Sworn Statement on Public Entity Crimes
- Form 9.5 Affidavit on Anti-Collusion Form
- Form 9.6 Authorized Signatures/Negotiators
- Form 9.7 Vendor Application Form and W-9 Form
- Form 9.8 MWBE Participation Statement

SECTION 9 – REQUIRED FORMS

FORM 9.1 – PROPOSAL SUBMITTAL CHECKLIST

- X Form 9.2 – Proposer’s Acknowledgement Form
- X Form 9.3 – Drug Free Preference Statement
- X Form 9.4 – Sworn Statement Pursuant to Section 287.133 (3)(a) F.S. in Public Entity Crimes (BS-2)
- X Form 9.5 – Affidavit of Anti-Collusion Form
- X Form 9.6 – Authorized Signatures/Negotiators
- X Form 9.7 – Vendor Application Form
- X Form 9.8 MWBE participation Statement
- X W-9 Form
- X Exhibit 1 – TAB F: Hourly Rate Schedule
- X Submission of one (1) original marked “ORIGINAL”, and one (1) digital (CD or flash drive) version in PDF format.

BY: Thompson Consulting Services, LLC
Proposer



Authorized Signature

5/18/2016 Date

This document must be completed and returned with your Submittal



City of Port Orange

Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129
Telephone (386) 506-5718
Fax (386) 506-5711

RFP #16-20

FORM 9.2 – PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: Disaster Debris Monitoring

RFP RELEASE DATE: April 22, 2016

RFP DEADLINE FOR QUESTIONS: May 6, 2016 at 5:00 P.M.

RFP DUE DATE & TIME: May 20, 2016 at 2:30 P.M. City Hall, City Clerk's Office

Proposals Received After the Above Date and Time Will Not Be Considered.

If returning as a "No Submission," please state reason (s): _____

PROPOSER'S COMPANY NAME: Thompson Consulting Services, LLC

PROPOSER'S COMPANY MAILING ADDRESS: 1135 Townpark Avenue, Suite 2101

CITY-STATE-ZIP: Lake Mary, Florida 32746

PHONE NUMBER: 407-792-0018

EMAIL: 407-878-7858

ACKNOWLEDGMENT OF ADDENDA: (You must circle the correct # of addenda issued) 0 1 2 3 4 5

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the proposer. In submitting a proposal to the City of Port Orange, the proposer offers and agrees that if the proposal is accepted, the proposer will convey, 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 Antitrust 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.

X [Signature]
AUTHORIZED SIGNATURE (MANUAL)

Jon Hoyle
NAME (TYPED)

President
TITLE

5/18/2016
DATED

FORM 9.3 – DRUG FREE PREFERENCE STATEMENT

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid 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 bids will be followed if none of the tied vendors 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 bid 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 bid, 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 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 any 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 Firm: Thompson Consulting Services, LLC

By: Jon Hoyle, President
(Name and Title)

Date: 5/18/2016

The foregoing instrument was acknowledged before me this 18 day of May, 2016, by Jon Hoyle, as President of Thompson and who: ☒ is personally known to me; or ☐ has produced _____ as identification.



Briana Gardner, 2/29/2020
Notary Public, State of Florida
Printed Name, Commission Seal and Term Expiration Date

This document must be completed and returned with your Submittal

FORM 9.4- SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant Jon Hoyle, who, being by me first duly sworn, made the following statement:

1. The business address of Thompson Consulting Services (name of Offeror or business) is 1135 Townpark Avenue, Suite 2101, Lake Mary, Florida 32746.
2. My relationship to Thompson Consulting Services (name of Offeror or business) is President (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an 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 vendor list. The name of the convicted person or affiliate is _____.~~ A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)

[Signature]
(Authorized Signature)

5/18/2016

(Date)

Jon Hoyle
(Print Name)

STATE OF Florida COUNTY OF Seminole

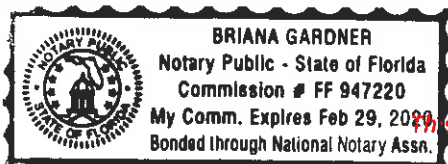
The foregoing instrument was acknowledged before me this 18 day of May, 2016 by Jon Hoyle, as President of Thomson and who: ☒ is personally known to me; or ☐ has produced _____ as identification.

[Signature]

Briana Gardner 2/29/2020

Notary Public, State of Florida

Printed Name, Commission Seal and Term Expiration Date



This document must be completed and returned with your Submittal

FORM 9.5. – 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 PROPOSERS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE PROPOSERS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: Thompson Consulting Services, LLC

SIGNED BY: 
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: Jon Hoyle

TITLE: President

ADDRESS: 1135 Townpark Avenue, Suite 2101

CITY: Lake Mary STATE: Florida ZIP CODE: 32746

TELEPHONE: 407-792-0018 FAX: 407-878-7858

COMPLETION TIME: TBD - based on Task Order issued

F.E.I.N. NUMBER: 45-2015453

NO Proposal may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Proposals, without the consent of the City of Port Orange.

NO PROPOSAL (REASON): _____

This document must be completed and returned with your Submittal

The Bidder or Proposer represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Bidder or Proposer will be duly bound:

(Authorized Signature)

Page 54 of 75

FORM 9.7 - VENDOR APPLICATION



City of Port Orange Vendor Application

City of Port Orange

Attn: Marie Burton

(386) 506-5716

mburton@port-orange.org

1000 City Center Circle

Port Orange, FL 32129

Date: 5/18/2016

FIRM NAME: Thompson Consulting Services, LLC

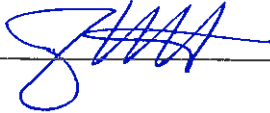
ADDRESS: 1135 Townpark Avenue, Suite 2101

CITY: Lake Mary STATE: Florida ZIP CODE: 32746

If remittance payment address is different than application or W9 please fill out below:

ADDRESS: _____

TEL. # (including area code): 407-92-0018 FAX.# 407-878-7858

SIGNATURE PERSON FILING APPLICATION: 

PRINTED NAME: Jon Hoyle

TITLE: President

FEDERAL I.D. (F.E.I.N.) # 45-2015453

E-MAIL ADDRESS: jhoyle@thompsoncs.net

(Authorized Company Representative)

COMPANY STATUS:

INCOPORATED: ☒ Y ☐ N State Incorporated: Delaware Year: 2011

TYPE OF ORGANIZATION: ☐ Indiv. ☐ Partnership ☐ Corp. ☐ Non-Profit ☒ LLC

ATTORNEY TRUST ACCOUNT NAME: _____

INSURANCE: Proof of adequate coverage for professional general liability, errors and omissions and workers' compensation may be required for certain types of procurements.

☐ Check this box to waive insurance requirements **only** if you are providing goods for F.O.B destination with no installation services.

*** NOTE TO VENDORS***

The City of Port Orange, Florida does not maintain a prospective vendor's list, classified by commodities for the purpose of inviting sealed bids and quotation.

The City utilizes DemandStar www.demandstar.com to release Bids/RFP's and quotes. While the City advertises the Invitation to Bid in the local newspaper (Daytona News Journal) only in rare cases does the City mail out announcement notices to vendors. Vendors interested in becoming a member of DemandStar may visit their web site at: www.demandstar.com or by calling them at 1-800-711-1712.

Vendors will automatically receive notice of request for Bids/RFP's or quotes after they sign up on DemandStar. It is important that vendors sign, complete and return this application. Also include the W-9 and insurance information requirements in order for the City to assign a vendor number on our computer system.

It is also the vendor's responsibility to keep the Purchasing Division informed as to any change of address or insurance that may occur.

If your company is interested in bidding on commodities/services in addition to those specified, on any specific article related to the main category, insert the type of those materials on the blank space provided for each category group. Attorney services are secured by direct telephone quotes or written price inquiries.

Drug Free Workplace: A statement as to whether or not your firm has implemented a drug-free workplace program, as described in Section 287.087 of the Florida Statutes should be noted. Failure to respond in affirmative to this request will not disqualify you from consideration. Preference will be given to firms which have implemented a drug-free workplace program in the case where the City has received two or more bids what are equal with respect to price, quality, and service.

Equal Employment Opportunity (EEO). All vendors will be required to make an affirmative statement as to their support of all applicable equal opportunity affirmative actions requirements. A copy of the City's Equal Employment Opportunity statement (EEO) will be available to the vendor upon request.

I certify that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer, so far as is known, is now disqualified from the public contracting and purchasing process by any agency of the federal government, the State of Florida or the City of Port Orange.

Signature of Person Completing Form:  _____

Printed/Types Name: Jon Hoyle Title: President

Commodity/Services Disaster response and recovery services.

This document must be completed and returned with your Submittal

W-9 Form

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Thompson Consulting Services, LLC

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax

classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ^a **P**

☐ Exempt payee

☐ Other (see instructions) ^a

Address (number, street, and apt. or suite no.)

1135 Townpark Avenue, Suite 2101

City, state, and ZIP code

Lake Mary, Florida 32746

List account number(s) here (optional)

Requester's name and address (optional)

Port Orange, City of

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

- -

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number

-

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
Here

Signature of
U.S. person ^a

Date ^a **5/18/2016**

This document must be completed and returned with your Submittal

Note: The Consultant is required to complete the following information and submit this form with the proposal.

If the intention is to subcontract a portion of the contract fees to MWBE(s), the proposed MWBE sub-consultants are as follows:

[illegible]



thompson
CONSULTING SERVICES



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/21/2016

Consent item: Yes

SUBJECT: Change Order No. 1 to Piggyback Agreement with Sparks Concrete, LLC

DEPARTMENT: Public Works

GOAL: 1 - Infrastructure Preservation

OBJECTIVE: 4 - Enhance the infrastructure maintenance programs in order to extend the full life of capital investments

RECOMMENDED MOTION: Move to approve Change Order No. 1 to Piggyback Agreement with Sparks Concrete, LLC for sidewalk repairs, and authorize the Mayor and City Clerk to execute all required documents.

SUMMARY: Sidewalk repairs and installation is an annual program to proactively eliminate sidewalk hazards thereby providing safe sidewalks for the public. For FY2016, there are more defective sidewalks to be repaired than budgeted funding. To address the situation, additional funding of \$55,640.50 was identified in various budget accounts and is available for sidewalk repairs beyond the original budgeted funds allocated this fiscal year.

The initial piggyback agreement with Sparks Concrete, LLC limits spending authority for FY2016 as follows: Public Works, \$84,570.00 (\$76,570.00 for sidewalks and \$8,000.00 for drainage related concrete work); Public Utilities, \$25,000.00; and \$8,000.00 for the Parks and Recreation Department.

Approval of Change Order No. 1 would provide the means to continue with the much needed sidewalk repairs in the City without further delays.

Project No.: OMI007 Funding Account No.: 30143005415363

ATTACHMENTS:

1.	Change Order No. 1 Sparks Concrete	SPARKS CO 1 55640 pw dept.pdf
2.	Piggyback Agreement with Sparks Concrete LLC	Sparks EXECUTED contract thru 11 11 18.pdf
3.	Sparks Concrete Insurance Certificates	Sparks Ins. Certificates.pdf

Kynah Cockcroft
Branford Adumuah

Created/Initiated - 06/09/2016
Approved - 06/09/2016

Diana Fye
Tracey Riehm
Margaret Roberts
M. Jake Johansson

Approved - 06/09/2016
Approved - 06/14/2016
Approved - 06/16/2016
Final Approval - 06/16/2016

CHANGE ORDER NO. 1
To the Piggyback Agreement dated January 7, 2016
SPARKS CONCRETE, LLC Contractor

Project: Concrete Services

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE: Original Contract Price: Public Works <u>\$84,570.00</u> Public Utilities <u>\$25,000.00</u> Parks&Recreation <u>\$ 8,000.00</u> TOTAL \$117,570.00	CHANGE IN CONTRACT TIMES: Original Contract Times Substantial Completion: ___ days Final Completion ___ days
Net changes from previous Change Order:	Changes in contract time from previous Change Orders: No. __: ___ days ___ days
Contract Price prior to this Change Order: <u>\$117,570.00</u>	Contract Completion Date prior to this Change Order: Final Completion: ___ date
Net Increase (decrease) of this Change Order No. 1: Public Works Department 41218005415363 OMI007 <u>\$55,640.50</u>	Changes in contract time requested this Change Order No. __: (Requires Council Approval) ___ days
Contract Price with all approved Change Orders: <u>\$173,210.50</u>	Contract Times with all approved Change Orders: Final Completion: ___ date

CHANGES ORDERED:

- I. GENERAL: This Change Order is necessary to cover changes in the work to be performed under the Piggyback Agreement entered into by and between the parties on January 7, 2016.
- II. REQUIRED CHANGES: To allow for additional sidewalk repairs. 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? No.
- IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of the Piggyback Agreement subject to a limit up to but not to exceed \$173,210.50. 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 aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order;

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

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

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

RECOMMENDED BY:

Department Project Manager

By: [Signature]
Printed Name: Michael Silvey
Title: Assistant Director of Public Works

Date Signed: 6-9-2016

RECOMMENDED BY:

By: N/A
Printed Name: _____
Title: _____

Date Signed: _____

ACCEPTED BY:

Sparks Concrete, LLC

By: [Signature]
Printed Name: William C. Sparks
Title: Manager

Date Signed: 6-8-16

RECOMMENDED BY:

Engineer of Record

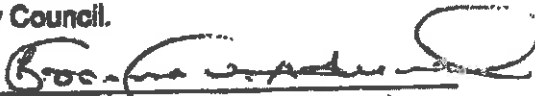
By: N/A
Printed Name: _____
Title: _____

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: Branford N. Adumuah

Title: Director of Public Works

Date Signed: 6/9/16

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: M.H. Johanson

Title: City Manager

Date Signed: _____

If Council approval is required:

Affirmed:

By: _____

Printed Name: Allen Green

Title: Mayor

Robin L. Fenwick, CMC, City Clerk

Date Signed: _____

Date Signed: _____



CITY OF PORT ORANGE PIGGYBACK AGREEMENT

This Piggyback Agreement is entered to this 7 day of January, 2016, by and between the **CITY OF PORT ORANGE**, a Florida municipal whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **SPARKS CONCRETE, LLC.** ("Contractor"), a Florida limited liability corporation, whose principal address is 4106 South Nova Road, Port Orange, Florida 32127 (collectively "the Parties").

WHEREAS, on the 11th day of November, 2015, Contractor entered into Contract with the City of South Daytona ("South Daytona"), a municipal corporation duly incorporated pursuant to the laws of the State of Florida, pursuant to Request for Proposals No. 15-006, a contract for Concrete Services, with an effective date of November 11, 2015 and continuing until November 11, 2018 (the "South Daytona Agreement"); and

WHEREAS, by entering into this Piggyback Agreement, Contractor agrees to honor the terms of the South Daytona Agreement for Concrete Services with the City of Port Orange; and

WHEREAS, a copy of the South Daytona Agreement is available in the Office of the City Clerk, City Hall, 1000 City Center, Port Orange, Florida 32129; and

WHEREAS, the Port Orange City Council has determined that the execution of this Contract is beneficial to the citizens of the City of Port Orange.

For good and valuable consideration, conditions and promises, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term. The term of this Contract shall be effective commencing on the last date the Contract is signed by the Parties and shall continue until November 11, 2018 (the "Term").

2. Contractor Obligation. Contractor agrees to provide concrete services at the unit prices set forth in the South Daytona Agreement attached hereto as Exhibit "1". The scope of services will include, but may not be limited to, the replacement or installation of concrete curbs, sidewalks and driveways. These activities involve the removal of damaged concrete sections, disposal of removed material, preparation of base material, installation of new concrete sections and timely restoration of the work area. Required construction specifications for the work are set forth in Exhibit "2" attached hereto. Contractor agrees that all pricing shall remain valid for the duration of this Agreement. Contractor shall not deliver goods or services without written Purchase Order(s), signed by an authorized agent of the City of Port Orange.

3. Authorization for Services. This Contract standing alone does not authorize the performance of any work or services to be provided by the Contractor or require the City to place any orders for work or service. Authorization for performance of services by the Contractor under this Contract shall be in the form of written Purchase Orders(s) issued and executed by the City and signed by the Contractor. 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.

4. City Obligations. The City agrees to compensate Contractor at the unit prices set forth in Exhibit "1" in an amount subject to a limit up to but not to exceed the following amounts per department:

Public Works Department: Eighty-Four Thousand Five Hundred Seventy and 00/100 Dollars (\$84,570.00).

Public Utilities Department: Twenty-Five Thousand and 00/100 Dollars (\$25,000.00).

Parks and Recreation Department: Eight Thousand and 00/100 Dollars (\$8,000.00).

The City's obligation to pay Contractor under this Contract is limited to the budgeted amount per department for the fiscal year approved by the Port Orange City Council for the then-current Fiscal Year. (The term "Fiscal Year" shall be defined as that one (1) year period commencing on October 1 and expiring on the following September 30). 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. Liens. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

6. Contract Administration. The Department Head requesting service shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

7. 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 21 of this contract concerning disputes.

8. 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.

9. 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.

10. 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.

11. 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.

(d) Meet all requirements for 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.

If Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

12. 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.

13. Insurance. Contractor shall maintain insurance during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

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. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

Insurance	Standards	Comments
Workers' Compensation <u>Limits:</u> <u>Additional Coverage:</u>	Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
Comprehensive General Liability (including Completed Operations and Contractual Liability) <u>Limits:</u>	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contract work 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 automobiles. <u>Limits:</u> <u>Additional Coverage:</u>	Auto Liability Bodily Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance — Builders Risk. <u>Limits:</u> <u>Additional Coverage:</u>	Buildings — Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If the Contract 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 (Errors & Omissions) <u>Limits:</u>	Coverage — \$1,000,000 minimum	

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. 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.

(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. 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.

20. Liability for Loss or Damage. 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.

21. 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.

22. Disputes. The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager 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 Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

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 CONTRACT 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

(a) This Contract includes all additional provisions as may have been outlined in the South Daytona Agreement 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.

(b) For the purposes of this Contract, any reference in the South Daytona Agreement to "City of South Daytona", "South Daytona" or "City" shall be construed to mean the "City of Port Orange."

(c) In the event of a conflict between the South Daytona Agreement and this Contract, this Contract with the City of Port Orange shall control.

26. 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.

27. 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: **Department Head Requesting Service**
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5500

Contractor: Sparks Concrete, LLC.
Attention: William C. Sparks, Manager
4106 South Nova Road
Port Orange, Florida 32127
(386) 760-1002 – Telephone
(386) 677-2586 – Facsimile
sparksconcrete@cfl.rr.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.

28. 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.

29. 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:

SPARKS CONCRETE, LLC.

Printed Name: Julie Gunnlaugson

Printed Name: M. Ray

By: William C. Sparks
William C. Sparks, Manager

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: 1-6-16

STATE OF FLORIDA
COUNTY OF VOLUSIA

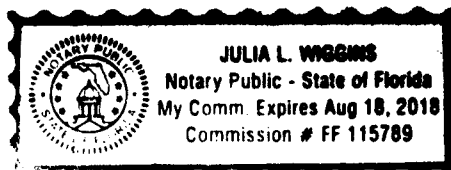
The foregoing instrument was acknowledged before me this 1st day of January, 2016, by William C. Sparks, as Manager of Sparks Concrete, LLC., a Florida limited liability corporation, and who:

[Notary: Please select one]

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

Julia L. Wiggins
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



Witnesses:

CITY OF PORT ORANGE

Cynthia K. Rivera
Printed Name: Cynthia K. Rivera

By: M. H. Johansson
M. H. Johansson, City Manager

Frances Gosnell
Printed Name: Frances Gosnell

Date: 1/7/16

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 7 day of Jan, 2016, by M. H. Johansson, as City Manager of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



FRANCES GOSNELL
MY COMMISSION # FF 237410
EXPIRES: June 4, 2019
Bonded Thru Budget Notary Services

Frances Gosnell

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Frances Gosnell
Printed Name: Frances Gosnell

By: Robin L. Fenwick
Robin L. Fenwick, CMC, City Clerk

Barbara J. Abbate
Printed Name: Barbara J. Abbate

Date: 1/7/16

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 7 day of Jan, 2016, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



FRANCES GOSNELL
MY COMMISSION # FF 237410
EXPIRES: June 4, 2019
Bonded Thru Budget Notary Services

Frances Gosnell

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

[CA 5213]

CONTRACT UNIT PRICES¹

Concrete Type E Curb.....\$ 14.75 per linear foot

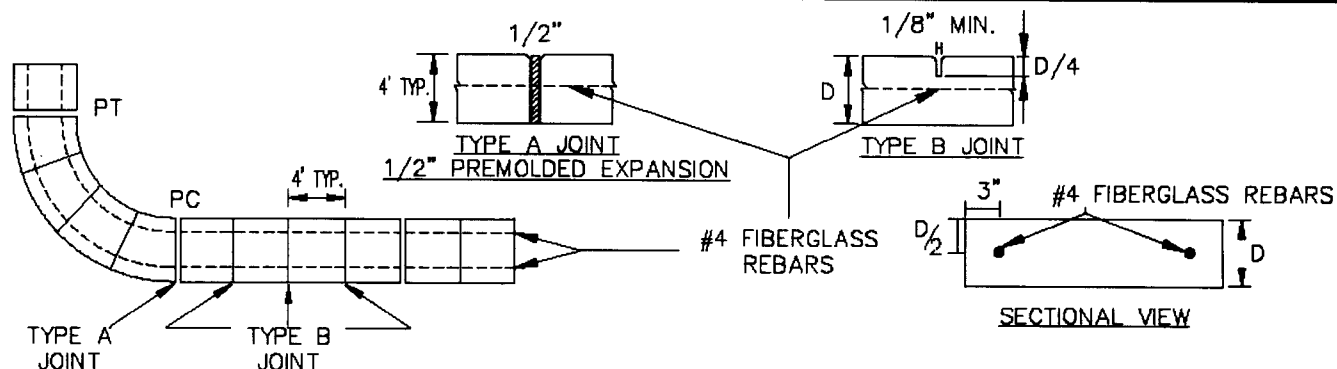
Concrete Type F Curb.....\$ 14.75 per linear foot

Concrete Drop Curb (Miami Gutter)..... \$ 15.75 per linear foot

Concrete Environmental Curb.....\$ 12.75 per linear foot

Concrete Sidewalk and Driveway.....\$ 365.00 per cubic yard

¹ Unit Prices given shall be all inclusive of the work to be performed.



SIDEWALK CONSTRUCTION REQUIREMENTS

1. ALL CONCRETE SIDEWALKS & BIKE PATHS IN PUBLIC RIGHT-OF-WAY, PRIVATE RIGHT-OF-WAY AND ON NON-RESIDENTIAL SITES SHALL CONTAIN FIBERGLASS REINFORCEMENT EXCEPT REPAIRS TO NON-REINFORCED EXISTING SIDEWALKS. FIBERGLASS REINFORCEMENT SHALL NOT BE REQUIRED ON PRIVATE RESIDENTIAL SIDEWALKS.
2. SIDEWALKS, BIKEPATHS, RAMPS, AND DRIVEWAY APRONS SHALL BE CONSTRUCTED OF PLAIN PORTLAND CEMENT CONCRETE WITH FIBERGLASS REINFORCEMENT, HAVING A MAXIMUM SLUMP OF 3 INCHES, A MINIMUM DEVELOPED COMPRESSIVE STRENGTH OF 3000 P.S.I. IN 28 DAYS, AND A MINIMUM UNIFORM THICKNESS OF 4 INCHES WHERE INTENDED SOLELY FOR PEDESTRIAN TRAFFIC, AND 6 INCHES THICK WHERE MOTOR VEHICLES ARE LIKELY TO CROSS.
3. 2-#4 CONTINUOUS FIBERGLASS BARS (6" OVERLAP REQUIRED) SHALL BE INSTALLED LONGITUDINALLY, 3" FROM THE EDGE OF ALL BIKEPATHS AND SIDEWALKS, TO CONTROL DIFFERENTIAL MOVEMENT AT JOINTS.
4. SIDEWALKS AND BIKEPATHS SHALL BE PLACED PARALLEL TO, AND ONE FOOT WITHIN THE RIGHT-OF-WAY LINE EXCEPT THAT THE CITY MAY APPROVE DEVIATIONS TO SAVE SPECIMEN TREES PROVIDED THAT THE SIDEWALK REMAINS WITHIN THE RIGHT-OF-WAY OR AN APPROVED SIDEWALK EASEMENT ABUTTING THE RIGHT OF WAY. SIDEWALKS AND BIKE PATHS SHOULD BE LOCATED AT LEAST 4 FEET FROM THE EDGE OF THE STREET PAVEMENT UNLESS OTHERWISE APPROVED BY THE CITY.
5. THE TOP OF THE CONCRETE SHALL BE AT AN ELEVATION NO LOWER THAN THE CROWN OF THE ADJACENT ROADWAY, AND NO HIGHER THAN 6 INCHES ABOVE THE CROWN UNLESS APPROVED BY THE CITY TO MAKE A MORE NATURAL TRANSITION WITH THE ADJACENT LAND.
6. ISOLATION JOINTS (TYPE A JOINTS) SHALL BE PROVIDED BETWEEN EXISTING SLABS OR STRUCTURES AND FRESH CONCRETE, TO SEPARATE PEDESTRIAN SECTIONS FROM SECTIONS WHICH WILL ENCOUNTER VEHICLE TRAFFIC, TO SEPARATE FRESH PLACEMENT FROM CONCRETE WHICH HAS SET FOR MORE THAN 60 MINUTES, AND NO FARTHER APART THAN 100 FEET IN SIDEWALKS AND BIKEPATHS. JOINT MATERIAL SHALL BE PREFORMED JOINT FILLER MEETING F.D.O.T. SPECIFICATIONS.
7. CONTROL JOINTS (TYPE B JOINTS) SHALL BE TOOLED INTO THE FRESH CONCRETE TO A DEPTH EQUAL TO 1/4 THE SLAB THICKNESS AND SPACED APART A DISTANCE EQUAL TO THE WIDTH OF THE SLAB OR 4 FEET WHICHEVER IS GREATEST.
8. THE SLAB SURFACE SHALL BE BROOM FINISHED TO BE SLIP RESISTANT, AND SHALL MATCH AS CLOSELY AS POSSIBLE THE FINISH OF EXISTING ADJACENT SLABS AND ALL EDGES SHALL BE TOOLED TO ELIMINATE SHARP CORNERS.
9. THE BEARING SUBSURFACE SHALL HAVE ALL ORGANIC, LOOSE, AND DELETERIOUS MATTER REMOVED, AND THE REMAINING CLEAN SOIL SHALL BE SMOOTH, SOUND, AND SOLID. ANY FILL MATERIAL SHALL BE COMPACTED TO A MINIMUM PROCTOR FIELD DENSITY OF 95 PERCENT.
10. ALL CONCRETE WORK IN THE RIGHT-OF-WAY SHALL BE INSPECTED BY THE CITY AFTER THE SUBSOIL IS PREPARED AND THE FORMS ARE SET, BUT BEFORE THE CONCRETE PLACEMENT BEGINS.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING THE FINISHED SLAB FROM ALL DAMAGE AND VANDALISM UNTIL THE CITY ACCEPTS OR APPROVES THE SLAB, AFTER WHICH TIME THE OWNER OF THE ABUTTING LAND SHALL BE RESPONSIBLE FOR THE SLAB IN ACCORDANCE WITH THE CITY CODE. ANY SLAB SECTION DAMAGED OR VANDALIZED PRIOR TO ACCEPTANCE OR APPROVAL SHALL BE CUT OUT BETWEEN JOINTS AND REPLACED. REPAIRS ARE NOT ACCEPTABLE.
12. SIDEWALKS LOCATED WITHIN THE RIGHT-OF-WAY SHALL NOT BE TINTED, STAINED, COLORED, OR COATED.
13. ALL FORMS SHALL BE REMOVED PRIOR TO ACCEPTANCE OR APPROVAL AND THE DISTURBED GROUND SHALL BE BACKFILLED, REGRADED, AND SODDED SO THAT THE WEAR SURFACE OF THE CONCRETE IS REASONABLY FLUSH WITH THE ADJACENT GRADE.



STANDARD CONSTRUCTION DETAIL SIDEWALK CONSTRUCTION REQUIREMENTS

FILE NAME:

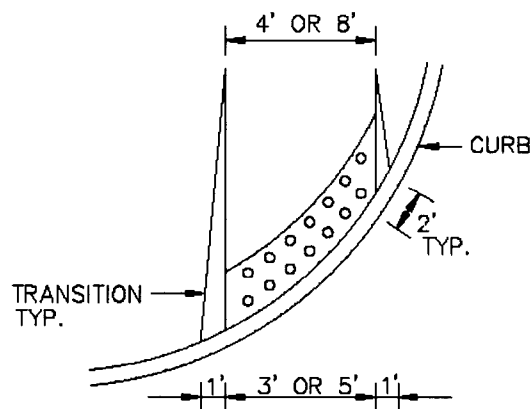
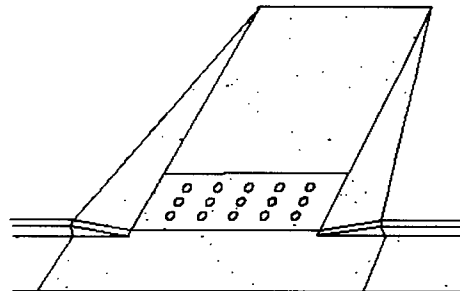
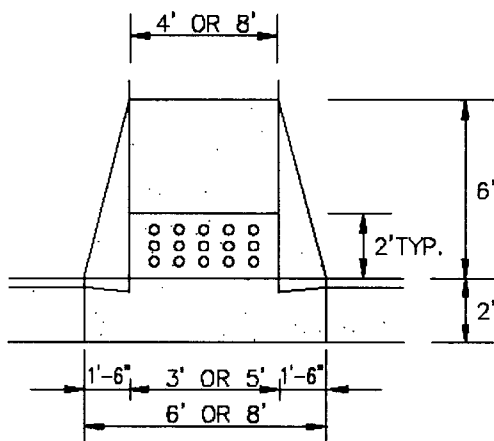
M3.DWG

DETAIL REF:

M-3

REV. 12/08

EXHIBIT "2"



NOTES:

1. RAMP LOCATIONS ARE TO BE COORDINATED WITH AND IN CONFORMANCE WITH CROSSWALK MARKING DETAILS SHOWN IN THE PLANS.
2. CURBED RAMPS SHALL HAVE FLARED SIDES WITH A MAXIMUM SLOPE OF 12:1.
3. RAMPS SHALL HAVE A DETECTABLE WARNING SURFACE AS SHOWN.
4. RAMPS ARE TO BE CONSTRUCTED AT ALL LOCATIONS SHOWN IN THE PLANS EVEN WHEN A SIDEWALK IS NOT CONSTRUCTED CONCURRENTLY.
5. NO CURB TRANSITION IS NEEDED FOR MIAMI CURBS.
6. ALL RAMPS SHALL BE CONSTRUCTED IN ACCORDANCE WITH FDOT INDEX NO. 304 AND HANDICAPPED ACCESSIBILITY REQUIREMENTS IN ACCORDANCE WITH THE AMERICAN DISABILITIES ACT.



STANDARD CONSTRUCTION DETAIL SIDEWALK AND BIKEPATH RAMP

REV. 12/08

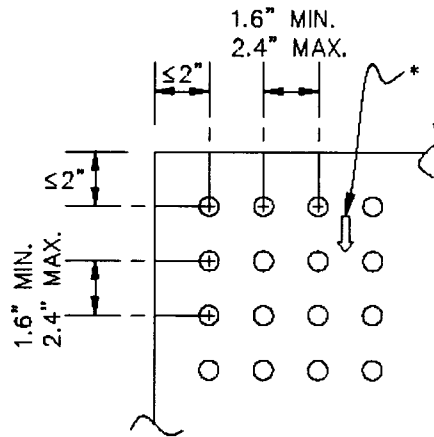
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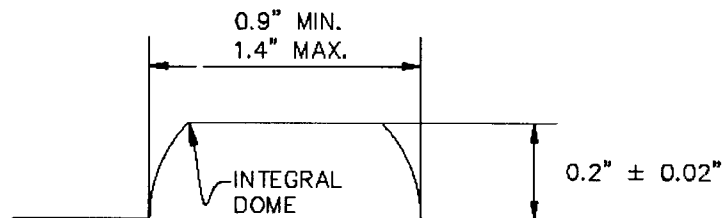
DETAIL REF:

M-4

EXHIBIT "2"



BASE-TO-BASE SPACING SHALL BE
0.65" MINIMUM BETWEEN DOMES.



NOTES:

- * ON RAMPS THAT ARE PERPENDICULAR WITH THE CURB LINE, THE DOME PATTERN SHALL BE IN-LINE WITH THE DIRECTION OF TRAVEL. ON RAMPS INTERSECTING CURBS ON A RADIUS, THE DOME PATTERN SHALL BE IN-LINE WITH THE DIRECTION OF TRAVEL TO THE EXTENT PRACTICAL.



STANDARD CONSTRUCTION DETAIL
SIDEWALK AND BIKEPATH RAMP

REV. 12/08

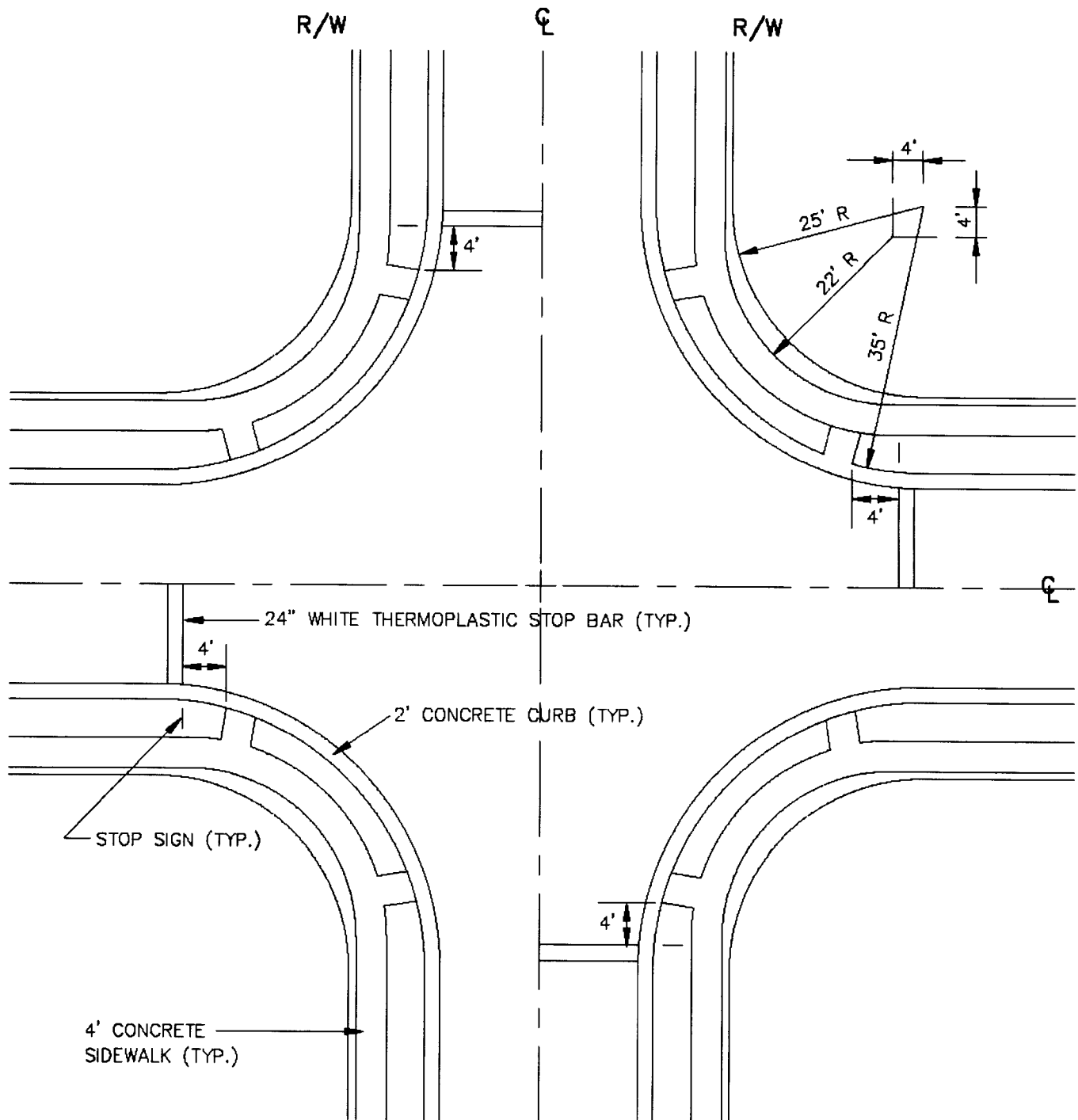
FILE NAME:

M5.DWG

DETAIL REF:

M-5

EXHIBIT "2"



NOTE:

1. REFER TO DETAIL SHEET M-3 FOR SIDEWALK CONSTRUCTION SPECIFICATIONS.
2. REFER TO DETAIL SHEET M-4 & M-5 FOR SIDEWALK & BIKEPATH RAMP SPECIFICATIONS.



**STANDARD CONSTRUCTION DETAIL
SIDEWALK CONSTRUCTION AT INTERSECTIONS**

REV. 12/08

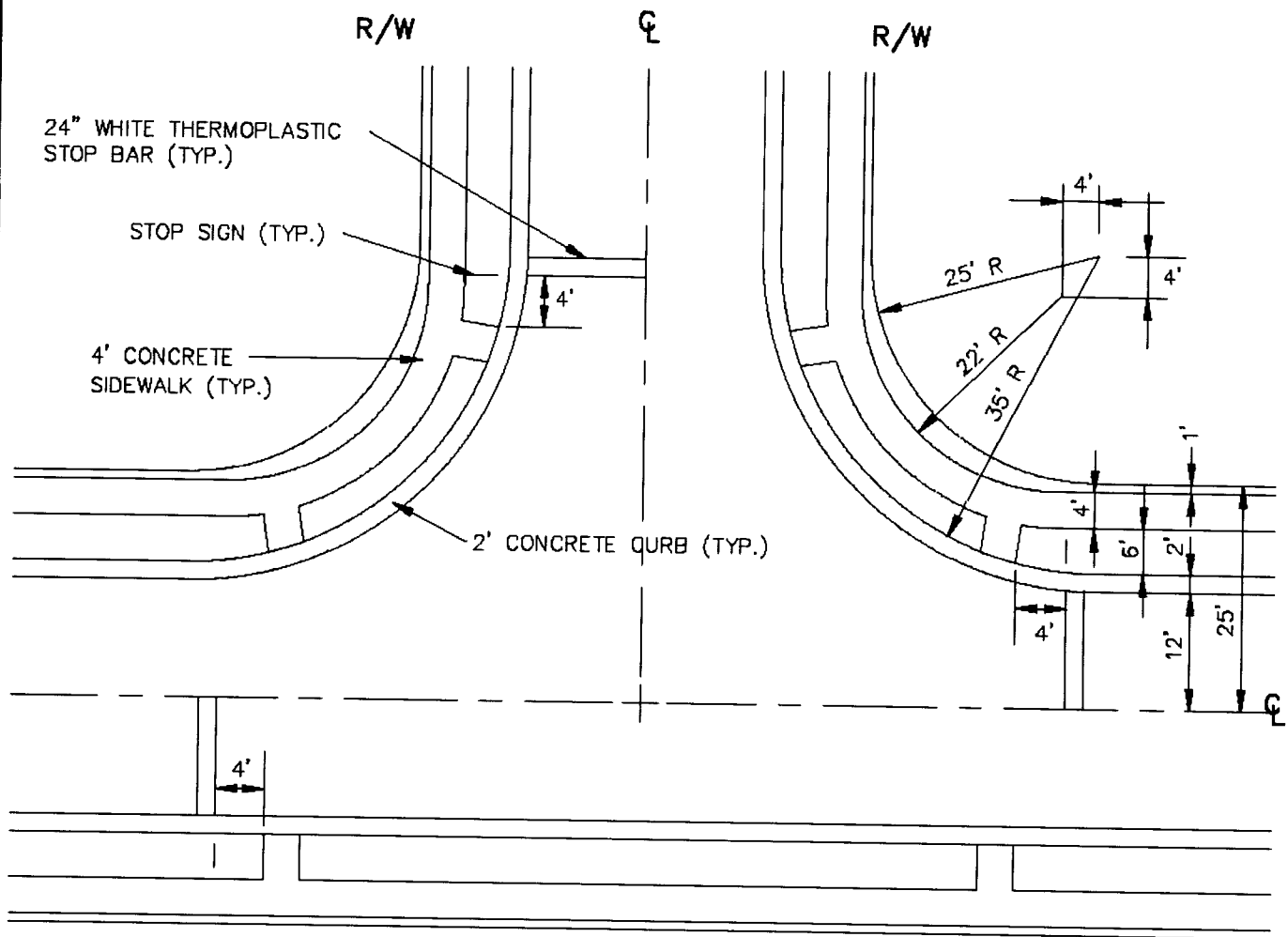
FILE NAME:

M18.DWG

DETAIL REF:

M-18

EXHIBIT "2"



NOTE:

1. REFER TO DETAIL SHEET M-3 FOR SIDEWALK CONSTRUCTION SPECIFICATIONS.
2. REFER TO DETAIL SHEET M-4 & M-5 FOR SIDEWALK & BIKEPATH RAMP SPECIFICATIONS.



STANDARD CONSTRUCTION DETAIL
SIDEWALK CONSTRUCTION AT INTERSECTIONS

REV. 12/08

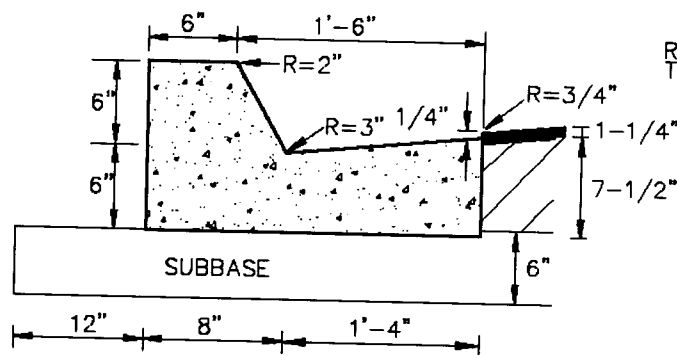
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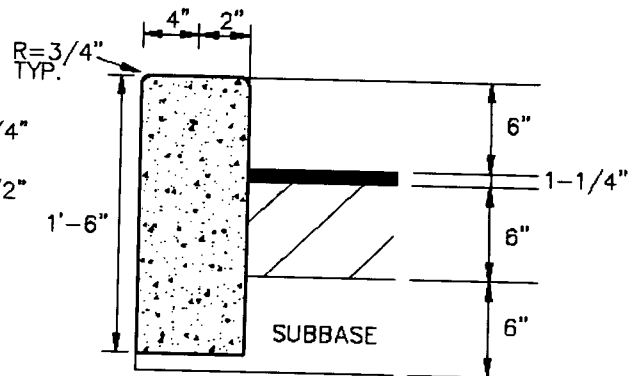
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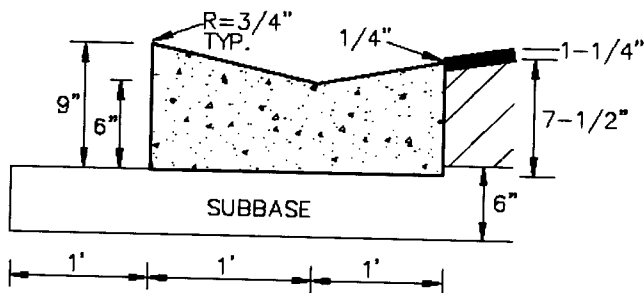
EXHIBIT "2"



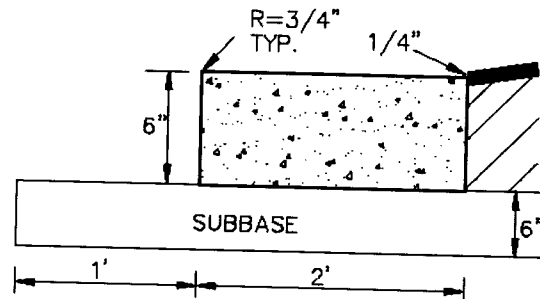
F.D.O.T. TYPE "F" CURB



HEADER CURB



MIAMI CURB



ENVIRONMENTAL CURB

NOTES:

1. ALL CURBS TO BE CONSTRUCTED OF 28 DAY, 3000 P.S.I. CONCRETE
2. 1/2" PRE-MOLDED EXPANSION JOINT REQUIRED EVERY 500', CONSTRUCTION JOINT REQUIRED EVERY 10' MAXIMUM (4' MINIMUM).
3. 1/2" PRE-MOLDED EXPANSION JOINT REQUIRED AT EACH SIDE OF ALL STORM INLET STRUCTURES AND AT ALL RADIUS POINTS.
4. 6" SUBBASE TO BE COMPACTED AND TESTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST AND SHALL BE STABILIZED TO A MINIMUM L.B.R. 40.
5. EXPANSION JOINT MATERIAL MUST COVER THE ENTIRE CROSS SECTION OF CURB.
6. IN NO INSTANCE SHALL EXTRUDED CURBS (DEFINED AS HEADER-TYPE CURBS INSTALLED DIRECTLY ON TOP OF PAVEMENT) BE PERMITTED.
7. ALL ASPHALT AND/OR PAVER DRIVEWAY APRONS LOCATED IN PUBLIC RIGHTS-OF-WAY, SHALL INCLUDE CURBING.



**STANDARD CONSTRUCTION DETAIL
STANDARD CURB CONSTRUCTION**

FILE NAME:

R9.DWG

DETAIL REF:

R-9

REV. 12/08

EXHIBIT "2"

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

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

PRODUCER Commercial Coverages Inc 1000 Pelican Bay Drive Daytona Beach FL 32119	CONTACT NAME: PHONE (A/C, No, Ext): 386-756-8551 E-MAIL ADDRESS:	FAX (A/C, No): 386-756-2344														
INSURED SPARKS CONCRETE LLC 4 HOLLY FERN CHASE ORMOND BEACH, FL 32174	<table border="1"> <thead> <tr> <th data-bbox="768 390 1378 403">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1378 390 1495 403">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="768 403 1378 415">INSURER A: Frank Winston Crum Insurance C</td> <td data-bbox="1378 403 1495 415"></td> </tr> <tr> <td data-bbox="768 415 1378 428">INSURER B: TITAN INSURANCE</td> <td data-bbox="1378 415 1495 428"></td> </tr> <tr> <td data-bbox="768 428 1378 438">INSURER C:</td> <td data-bbox="1378 428 1495 438"></td> </tr> <tr> <td data-bbox="768 438 1378 451">INSURER D:</td> <td data-bbox="1378 438 1495 451"></td> </tr> <tr> <td data-bbox="768 451 1378 464">INSURER E:</td> <td data-bbox="1378 451 1495 464"></td> </tr> <tr> <td data-bbox="768 464 1378 476">INSURER F:</td> <td data-bbox="1378 464 1495 476"></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Frank Winston Crum Insurance C		INSURER B: TITAN INSURANCE		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #															
INSURER A: Frank Winston Crum Insurance C																
INSURER B: TITAN INSURANCE																
INSURER C:																
INSURER D:																
INSURER E:																
INSURER F:																

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY			GIFL10212201	11/04/15	11/04/16	EACH OCCURRENCE	\$ 1,000,000	
	☒	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
	☐	CLAIMS-MADE	☒				OCCUR	MED EXP (Any one person)	\$ 5,000
	☐						PERSONAL & ADV INJURY	\$ 1,000,000	
	☐						GENERAL AGGREGATE	\$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000	
☒	POLICY	☐	PRO-JECT	☐	LOC		\$		
B	AUTOMOBILE LIABILITY			7023054	01/12/16	01/12/17	COMBINED SINGLE LIMIT (Ea accident)	\$	
	☐	ANY AUTO	☐				SCHEDULED AUTOS	BODILY INJURY (Per person)	\$ 250,000
	☐	ALL OWNED AUTOS	☐				NON-OWNED AUTOS	BODILY INJURY (Per accident)	\$ 500,000
	☐	HIRED AUTOS	☐					PROPERTY DAMAGE (Per accident)	\$ 100,000
	☐							\$	
	UMBRELLA LIAB		☐	OCCUR			EACH OCCURRENCE	\$	
	EXCESS LIAB		☐	CLAIMS-MADE			AGGREGATE	\$	
	☐	DED	☐	RETENTION \$				\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			N/A			WC STATU-TORY LIMITS	OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		☐				E.L. EACH ACCIDENT	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$	
							E.L. DISEASE - POLICY LIMIT	\$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is also listed as additional insured.

CERTIFICATE HOLDER	CANCELLATION
CITY OF PORT ORANGE 1000 CITY CENTER CIR PORT ORANGE FL 32129 FAX 677-2586	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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CERTIFICATE OF LIABILITY INSURANCE							Date 5/25/2016		
Producer: Plymouth Insurance Agency 2739 U.S. Highway 19 N. Holiday, FL 34691 (727) 938-5562					This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.				
Insured: South East Personnel Leasing, Inc. & Subsidiaries 2739 U.S. Highway 19 N. Holiday, FL 34691					Insurers Affording Coverage			NAIC #	
					Insurer A: Lion Insurance Company			11075	
					Insurer B:				
					Insurer C:				
					Insurer D:				
Insurer E:									
Coverages 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. Aggregate limits shown may have been reduced by paid claims.									
INSR. LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits			
		GENERAL LIABILITY ☐ Commercial General Liability ☐ Claims Made ☐ Occur General aggregate limit applies per: ☐ Policy ☐ Project ☐ LOC				Each Occurrence	\$		
		Damage to rented premises (EA occurrence)				\$			
		Med Exp				\$			
		Personal Adv Injury				\$			
		General Aggregate				\$			
		Products - Comp/Op Agg				\$			
		AUTOMOBILE LIABILITY ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos				Combined Single Limit (EA Accident)	\$		
		Bodily Injury (Per Person)				\$			
		Bodily Injury (Per Accident)				\$			
		Property Damage (Per Accident)				\$			
		EXCESS/UMBRELLA LIABILITY ☐ Occur ☐ Claims Made ☐ Deductible				Each Occurrence			
		Aggregate							
A	Workers Compensation and Employers' Liability Any proprietor/partner/executive officer/member excluded? NO If Yes, describe under special provisions below.		WC 71949	01/01/2016	01/01/2017	X	WC Statutory Limits	OTH-ER	
	E.L. Each Accident					\$1,000,000			
	E.L. Disease - Ea Employee					\$1,000,000			
	E.L. Disease - Policy Limits					\$1,000,000			
Other			Lion Insurance Company is A.M. Best Company rated A- (Excellent). AMB # 12616						
Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions: Client ID: 41-65-117 Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company": Sparks Concrete, LLC Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in: FL. Coverage does not apply to statutory employee(s) or Independent contractor(s) of the Client Company or any other entity. A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or by calling (727) 938-5562. Project Name: ISSUE 10-22-15 (TLD) / REISSUE 12-17-15 (TLD). REISSUE 05-25-16 (PH)									
Begin Date 10/27/2011									
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, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives. 					



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/21/2016

Consent item: Yes

SUBJECT: Change Order No 1 to the Standard Contract for Services with Sunstate Meter & Supply, Inc.

DEPARTMENT: Public Utilities

GOAL: 1 - Infrastructure Preservation

OBJECTIVE: 14 - Enhance the infrastructure maintenance programs in order to extend the full life of capital investments- Infrastructure Preservation

RECOMMENDED MOTION: Move to approve Change Order No 1 to the Standard Contract for Services with Sunstate Meter & Supply for \$250,000 for a revised contract amount of \$750,000; and to authorize the Mayor and City Clerk to execute all required contract documents.

SUMMARY: On September 9, 2015, the City entered into a Standard Contract for Services with Sunstate Meter & Supply, Inc. for the sole source purchase of Neptune water meters and products.

In the FY2016 fiscal year, we have replaced 4,000 water meters, 700 reclaimed water meters, and 55 large meters. We are anticipating to replace an additional 1,000 water & reclaimed water meters along with 30 large meters.

In order for us to continue the Meter Replacement Program, we are requesting an additional spending authorization of \$250,000, for a revised contract amount not to exceed \$750,000.

Project No.: ZMI044 Funding Account No.: 40305005364931
40108005365531

ATTACHMENTS:

1.	Change Order No 1 - Sunstate Meter & Supply, Inc.	Sunstate Meter CO No1.pdf
2.	FY2016 Contract Tracking	FY2016 Sunstate Meter Contract Tracking.pdf
3.	Standard Contract for Services - fully executed	Sunstate Meter & Supply - Standard Contract for Services.pdf

Julia Wiggins	Created/Initiated - 06/08/2016
Julia Wiggins	Approved - 06/08/2016
Rick Wilson	Approved - 06/09/2016
Andrew Neff	Approved - 06/09/2016
Diana Fye	Approved - 06/09/2016
Tracey Riehm	Approved - 06/14/2016
Margaret Roberts	Approved - 06/16/2016
M. Jake Johansson	Final Approval - 06/16/2016

CHANGE ORDER NO. 1
To the Standard Contract for Services, dated September 9, 2015
Sunstate Meter & Supply, Inc., Contractor

Project: Purchase of Neptune water meters and products

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ 500,000	Original Contract Times Substantial Completion: ____ days Final Completion 365 days (September 30, 2016)
Net changes from previous Change Order: \$0	Changes in contract time from previous Change Orders: 0 days
Contract Price prior to this Change Order: \$ 500,000	Contract Completion Date prior to this Change Order: Final Completion: September 30, 2016
Net Increase (decrease) of this Change Order No 1 : \$ 250,000	Changes in contract time requested this Change Order No. : (Requires Council Approval) 0 days
Contract Price with all approved Change Orders: \$ 750,000	Contract Times with all approved Change Orders: Final Completion: September 30, 2016

CHANGES ORDERED:

- I. GENERAL: This Change Order is necessary to cover the work to be performed under the Standard Contract for Services entered into by and between parties on September 9, 2015.
- II. REQUIRED CHANGES: To provide additional spending authorization to continue the Meter Replacement Program. No goods shall be delivered nor services commenced hereunder until this Change Order has been fully executed by all parties.
- III. JUSTIFICATION: Currently 4,00 potable water meters, 700 reclaimed water meters, and 55 large meters have replaced this year. An additional 1,000 potable and reclaimed water meters are anticipated to be replaced along with 30 large meters.
- IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of the Standard Contract for Services subject to a limit up to but not to exceed **Seven Hundred Fifty Thousand dollars and no cents. (\$750,000.00)**. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.
- V. This Change Order may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Change Order shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Change Order.

Acknowledgments:

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

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

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

The change in price and/or delivery date described is considered to be fair and reasonable and has been mutually agreed upon 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:
GRAEME GARDINER, FIELD OPS MANAGER
Department Project Manager

By: 
Graeme Gardiner, Field Ops Manager

ACCEPTED BY:
SUNSTATE METER & SUPPLY, INC.
CONTRACTOR

By: 
N.A. Ellenburg, President

Date Signed: 6/8/2016 Date Signed: 6/8/2016

RECOMMENDED BY:

City's Representative

By: _____
Printed Name
Title: _____

Date Signed: _____

RECOMMENDED BY:

Engineer of Record

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By: Andrew Neff
Andrew Neff, Public Utilities Director

Date Signed: 6/2/2016

City Manager

By: _____
Michael H. Johansson, City Manager

Date Signed: _____

If Council approval is required:

Affirmed:

By: _____
Printed Name: _____
Title: _____

Robin L. Fenwick, CMC, City Clerk

Date Signed: _____

Date Signed: _____

CONTRACT TRACKING FILE
FY2016

VENDOR INFORMATION:

Vendor: Sunstate Meter

Sole Source Standard Contract

Vend #: 198247

Contract Dates: 10/1/15-9/30/16

Vendor Packet: 12/26/2014

1/1/16 GL
 1/1/16 AUTO
Cent of Ins: 9/21/16 WC

Acct # various

CC Appv: Sept 22, 2015

Bond: n/a

Amount: \$ 500,000.00
 \$ -
 \$ -
 \$ -

Total: \$ 500,000.00

PURCHASE ORDER TRACKING:

\$ 500,000.00

10/1/2015	135433	70524	Field Ops	Non Inv Items	\$ (5,000.00)
10/27/2015	135561	70691	Warehouse		\$ (4,446.40)
10/29/2015	135596	70738	Warehouse		\$ (6,384.00)
11/3/2015	135631	70781	Warehouse		\$ (157,995.00)
12/7/2015	135759	70892	Warehouse		\$ (3,799.76)
12/16/2015	135791	709022	Warehouse		\$ (4,239.99)
12/11/2015	Credit Card		WTP		\$ (466.67)
2/3/2016	135956	71055	Warehouse		\$ (4,636.00)
2/8/2016	135970	70159	Restock		\$ (4,446.40)
3/15/2016	136057	71136	Restock		\$ (62,236.48)
3/30/2016	136107	71166	Restock		\$ (11,590.08)
4/7/2016	136115	71175	Restock		\$ (21,892.84)
4/20/2016	136157	71225	Lg Mtr Repl		\$ (44,755.90)
5/3/2016	136199	71239	Restock		\$ (64,392.02)
5/16/2016	136237	71269	Restock		\$ (32,494.00)
6/6/2016	136278	Pending	Restock		\$ (60,724.04)

Total: \$ 10,500.42



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this 9th day of September, 2015, 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 SUNSTATE METER & SUPPLY, INC., a Florida corporation whose principal address is 14001 W. Newberry Road, Newberry, Florida 32669 ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. Provision of Services

(a) The Contractor hereby agrees to provide Neptune water meters and products to the City of Port Orange.

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

Term: Notwithstanding the date of execution, the term of this Contract shall be for a period of one (1) year, commencing October 1, 2015 and continuing until September 30, 2016.

Manner and Place: In a manner as required by all current federal, state, county, and local codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. 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.

Time and Essence: Contractor acknowledges that time is of the essence for the delivery of goods, and all goods shall be delivered within the time set forth in each purchase order issued under 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 in the form of written Purchase Orders issued by the City at the direction of the City Manager. Contractor shall not deliver goods or services without a written Purchase Order signed by an authorized agent of the City of Port Orange. The City makes no covenant or promise as to the number of orders placed, nor that the City shall place any orders 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.

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the unit prices set forth in Exhibit "1," subject to a limit up to but not to exceed Five Hundred Thousand and 00/100 Dollars (\$500,000.00). The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current 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 Utilities Director, Andrew Neff, shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

4. 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 20 of this contract concerning disputes.

5. 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.

6. 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.

7. 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.

8. 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.

(d) Meet all requirements for 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.

If Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

9. 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.

10. Insurance. Contractor shall maintain insurance during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

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. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

Insurance	Standards	Comments
Workers' Compensation <u>Limits:</u>	Coverage A - Statutory Coverage B - \$100,000	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
<u>Additional Coverage:</u>	All States (Broad Form) Voluntary Compensation	

Comprehensive General Liability (Including Completed Operations and Contractual Liability)	<u>Limits:</u>	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contractor work 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 automobiles.	<u>Limits:</u>	Auto Liability Bodily Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence.	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
<u>Additional Coverage:</u>		Non-Owned, Hired Car	
Property Insurance — Buildings Risk.	<u>Limits:</u>	Buildings — Completed value of contract.	If the Contractor requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
<u>Additional Coverage:</u>		"All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	
Professional Liability — (Errors & Omissions)	<u>Limits:</u>	Coverage — \$1,000,000 minimum	

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.

12. 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.

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 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.

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. 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.

16. 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.

17. 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.

18. Liability for Loss or Damage. 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.

19. 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.

20. Disputes. The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager 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 Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

21. 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.

22. 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.

23. Additional Provisions. As may have been outlined in Exhibit "1" 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.

24. 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.

25. 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: Andrew Neff, Public Utilities Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5750

Contractor: Sunstate Meter & Supply, Inc.
Attention: Jeff Kimbrough, Sales Representative
Sunstate Meter & Supply, Inc.
14001 W. Newberry Road
Newberry, Florida 32669
(352) 332-7106 – business
(352) 516-9791 – mobile
(352) 332-5601 – facsimile
JJKimbrow@cs.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.

26. 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.

27. 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:

Sonya Smith
Printed Name: Sonya Smith

Mike Mobbs
Printed Name: Mike Mobbs

SUNSTATE METER & SUPPLY, INC.

By: N. A. Ellenburg
N. A. Ellenburg, 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: 9/3/2015

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 3 day of Sept., 2015, by N. A. Ellenburg, as President of Sunstate Meter & Supply, Inc., a Florida corporation, and who:

(Notary: Please select one)

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

Karen Whittle
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:



Witnesses:

CITY OF PORT ORANGE

Frances Gosnell
Printed Name: Frances Gosnell

By: Allen Green
Allen Green, Mayor

Alyssa A Walker
Printed Name: Alyssa A Walker

Date: 9-9-15

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 9th day of September, 2015, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



FRANCES GOSNELL
MY COMMISSION # FF 237410
EXPIRES: June 4, 2019
Bonded Thru Budget Notary Services

Witnesses:

Frances Gosnell
Printed Name: Frances Gosnell

Alyssa A Walker
Printed Name: Alyssa A Walker

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 9th day of September, 2015, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



FRANCES GOSNELL
MY COMMISSION # FF 237410
EXPIRES: June 4, 2019
Bonded Thru Budget Notary Services

Frances Gosnell
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

ATTEST:
By: Robin L. Fenwick
Robin L. Fenwick, CMC, City Clerk

Date: 9-9-15

Frances Gosnell
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:



Sunstate Meter & Supply, Inc.
14001 W. Newberry Road, Newberry, FL 32669
"Florida's Leading Distributor of Automated Meter Reading Systems"

Phone: 352.332.7106
Fax: 352.332.5604

July 27, 2015

Ms. Rick Wilson
Assistant Utilities Director
City of Port Orange
500 Oak St.
Port Orange, FL 32127

RE: NEPTUNE WATER METER PRICE AGREEMENT / FISCAL YEAR 2015-2016

Mr. Wilson,

Listed below are the prices you have requested:

Description	Unit Price
5/8"x3/4" T10 Double Check Meter Complete W/Ecoder Pit Gallon Encoder	\$199.80
5/8"x3/4" T10 Bronze Bottom Meter Complete W/Ecoder Pit Gallon Encoder	\$81.25
5/8"x3/4" T10 Bronze Bottom Meter Complete W/Ecoder Pit RECLAIMED Gallon Encoder	\$84.25
3/4" T10 Bronze Bottom Meter Complete W/Ecoder Pit Gallon Encoder	\$107.41
3/4" T10 Bronze Bottom Meter Complete W/Ecoder Pit RECLAIMED Gallon Encoder	\$110.41
1" T10 Bronze Bottom Meter Complete W/Ecoder Pit Gallon Encoder	\$138.95
1" T10 Bronze Bottom Meter Complete W/Ecoder Pit RECLAIMED Gallon Encoder	\$141.95
1 1/2" T10 Bronze Bottom Meter Complete W/Ecoder Pit Gallon Encoder	\$282.74
2" T10 Meter Complete W/Ecoder Pit Gallon Encoder	\$392.26
1 1/2" HP Turbine Meter Complete W/Ecoder Pit Gallon Encoder (10" Length)	\$493.20
1 1/2" HP Turbine Meter Complete W/Ecoder Pit RECLAIMED Gallon Encoder (10" Length)	\$496.20
1 1/2" HP Turbine Meter Complete W/Ecoder Pit Gallon Encoder (13" Length)	\$643.20
1 1/2" HP Turbine Meter Complete W/Ecoder Pit RECLAIMED Gallon Encoder (13" Length)	\$646.20
2" HP Turbine Meter Complete W/Ecoder Pit Gallon Encoder (10" Length)	\$589.29
2" HP Turbine Meter Complete W/Ecoder Pit RECLAIMED Gallon Encoder (10" Length)	\$592.29
3" HP Turbine Meter Complete W/Ecoder Pit Gallon Encoder	\$755.10
3" HP Turbine Meter Complete W/Ecoder Pit RECLAIMED Gallon Encoder	\$758.10

EXHIBIT "1"

**Sunstate Meter & Supply, Inc.**

14001 W. Newberry Road, Newberry, FL 32669

"Florida's Leading Distributor of Automated Meter Reading Systems"

Phone: 352.332.7106

Fax: 352.332.5604

4" HP Turbine Meter Complete W/Ecoder Pit Gallon Encoder	\$931.12
4" HP Turbine Meter Complete W/Ecoder Pit RECLAIMED Gallon Encoder	\$934.12
6" HP Turbine Meter Complete W/Ecoder Pit Gallon Encoder	\$1,901.80
6" HP Turbine Meter Complete W/Ecoder Pit RECLAIMED Gallon Encoder	\$1,904.80
8" HP Turbine Meter Complete W/Ecoder Pit Gallon Encoder	\$2,772.33
8" HP Turbine Meter Complete W/Ecoder Pit RECLAIMED Gallon Encoder	\$2,775.33
10" HP Turbine Meter Complete W/Ecoder Pit Gallon Encoder	\$4,687.50
10" HP Turbine Meter Complete W/Ecoder Pit RECLAIMED Gallon Encoder	\$4,890.50
2" Tru Flo Compound Meter Complete W/Ecoder Pit Gallon Encoders	\$1,159.00
3" Tru Flo Compound Meter Complete W/Ecoder Pit Gallon Encoders	\$1,374.55
4" Tru Flo Compound Meter Complete W/Ecoder Pit Gallon Encoders	\$1,979.60
6" Tru Flo Compound Meter Complete W/Ecoder Pit Gallon Encoders	\$3,198.78
4"x1" HP Protectus III SS Fire Service Meter Assy. W/Ecoder Gal Encoders	\$6,121.00
6" x 1 1/2" HP Protectus III SS Fire Service Meter Assy. W/Ecoder Gal Encoders	\$9,438.36
8"x2" HP Protectus III SS Fire Service Meter Assy. W/Ecoder Gal Encoders	\$13,364.00
10"x2" HP Protectus III SS Fire Service Meter Assy. W/Ecoder Gal Encoders	\$16,889.00
3" Fire Hydrant Meter W/Direct Read Gallon Register – With Connections	\$798.00
1 1/2" Bronze Meter Strainer	\$305.00
2" Bronze Meter Strainer	\$312.50
3" Bronze Meter Strainer	\$525.33
4" Bronze Meter Strainer	\$596.11
6" Bronze Meter Strainer	\$1,041.21
8" Bronze Meter Strainer	\$2,466.67
10" Bronze Meter Strainer	\$3,466.67
1 1/2" Rislant Coated DI Strainer	\$260.67
2" Rislant Coated DI Strainer	\$266.67
3" Rislant Coated DI Strainer	\$380.00
4" Rislant Coated DI Strainer	\$543.75
6" Rislant Coated DI Strainer	\$850.00
8" Rislant Coated DI Strainer	\$1513.33
10" Rislant Coated DI Strainer	\$2246.00
1 1/2" Strainer Accessory Kit	\$15.60
2" Strainer Accessory Kit	\$15.60
3" Strainer Accessory Kit	\$17.60

EXHIBIT "1"

**Sunstate Meter & Supply, Inc.**

14001 W. Newberry Road, Newberry, FL 32669

"Florida's Leading Distributor of Automated Meter Reading Systems"

Phone: 352.332.7106

Fax: 352.332.5604

4" Strainer Accessory Kit	\$30.40
6" Strainer Accessory Kit	\$57.12
8" Strainer Accessory Kit	\$65.60
10" Strainer Accessory Kit	\$129.60
Any Size/Model Ecoder Pit Gallon Encoder Only W/16" Pigtails	\$55.50
Any Size/Model Ecoder Pit RECLAIMED Gallon Encoder Only W/16" Pigtails	\$58.50
Any Size/Model Tricon Digital Transmitter W/4-20 mA Output	\$466.67
Black Register Seal Pin	\$.15
Full Set, 1 1/2" Lead Free Bronze Flg. Meter Connections <u>W/SS Bolts & Nuts</u>	\$79.45
Full Set, 2" Lead Free Bronze Flg. Meter Connections <u>W/SS Bolts & Nuts</u>	\$83.05
1 1/2" Oval Flange Rubber Meter Gasket	\$1.38
2" Oval Flange Rubber Meter Gasket	\$1.74
5/8" T10 Maincase Gasket	\$.64
3/4" T10 Maincase Gasket	\$1.28
1" T10 Maincase Gasket	\$1.46
1 1/2" T10 Maincase Gasket	\$3.70
2" T10 Maincase Gasket	\$7.26
1 1/2"-2" HPT Maincase Gasket	\$3.22
3" HPT Maincase Gasket	\$3.86
4" HPT Maincase Gasket	\$6.94
6" HPT Maincase Gasket	\$7.08
8" HPT Maincase Gasket	\$7.08
10" HPT Maincase Gasket	\$7.08
2" Tru Flo Compound Maincase Gasket	\$6.36
3" Tru Flo Compound Maincase Gasket	\$3.99
4" Tru Flo Compound Maincase Gasket	\$5.45
6" Tru Flo Compound Maincase Gasket	\$9.26
5/8" T10 Measuring Chamber	\$25.76
3/4" T10 Measuring Chamber	\$34.46
1" T10 Measuring Chamber	\$66.00
1 1/2" T10 Measuring Chamber	\$150.22
2" T10 Measuring Chamber	\$193.20
1 1/2"-2" HPT UME With Ecoder Pit Gallon Encoder Register	\$364.00
1 1/2"-2" HPT UME With Ecoder Pit RECLAIMED Gallon Encoder Register	\$367.00
3" HPT UME With Ecoder Pit Gallon Encoder Register	\$532.00
3" HPT UME With Ecoder Pit RECLAIMED Gallon Encoder Register	\$535.00



Sunstate Meter & Supply, Inc.
14001 W. Newberry Road, Newberry, FL 32669

Phone: 352.332.7106
Fax: 352.332.5604

"Florida's Leading Distributor of Automated Meter Reading Systems"

4" HPT UME With Ecoder Pit Gallon Encoder Register	\$700.00
4" HPT UME With Ecoder Pit RECLAIMED Gallon Encoder Register	\$703.00
6" HPT UME With Ecoder Pit Gallon Encoder Register	\$1,036.00
6" HPT UME With Ecoder Pit RECLAIMED Gallon Encoder Register	\$1,039.00
8" HPT UME With Ecoder Pit Gallon Encoder Register	\$1,372.00
8" HPT UME With Ecoder Pit RECLAIMED Gallon Encoder Register	\$1,375.00
10" HPT UME With Ecoder Pit Gallon Encoder Register	\$1,708.00
10" HPT UME With Ecoder Pit RECLAIMED Gallon Encoder Register	\$1,711.00
2" Tru Flo Compound UME With Ecoder Pit Gallon Encoder Registers	\$728.00
3" Tru Flo Compound UME With Ecoder Pit Gallon Encoder Registers	\$1,064.00
4" Tru Flo Compound UME With Ecoder Pit Gallon Encoder Registers	\$1,400.00
6" Tru Flo Compound UME With Ecoder Pit Gallon Encoder Registers	\$2,016.00
4" HPP3 UME With Ecoder Pit Gallon Encoder Register	\$1,372.00
6" HPP3 UME With Ecoder Pit Gallon Encoder Register	\$2,044.00
8" HPP3 UME With Ecoder Pit Gallon Encoder Register	\$2,716.00
10" HPP3 UME With Ecoder Pit Gallon Encoder Register	\$3,388.00

ALL METERS PER PORT ORANGE SPECIAL:

POTABLE METERS - S1162

RECLAIMED METERS - S1163

Potable 1 1/2"-2" Flanged T10 Meters - S1211

- Pit Gallon Encoder Registers W/6' pigtails
- 10 Digit Ecoder ID# with sticker on side of register - CANNOT BEGIN WITH "0"
- 8 Digit Meter Serial Number stamped only on meter body
- 10 Digit Ecoder ID# laser cut on register cover
- All meters programmed 6 wheels active.

Pricing Term: 10/1/2015 - 9/30/2016

Freight: Allowed

We appreciate the opportunity to present this quotation to you. If you have any questions please do not hesitate to contact me.

Respectfully submitted,

Jeff Kimbrough

Jeff Kimbrough - Sales Representative
Sunstate Meter & Supply, Inc.
352-516-9791

EXHIBIT "1"



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/21/2016

Consent item: Yes

SUBJECT: Extend Piggyback Agreement - Quentin L. Hampton Associates, Inc., Storm Water Drainage Improvements in the Monroe Street and Virginia Avenue Areas.

DEPARTMENT: Public Works

GOAL: 1 - Infrastructure Preservation

OBJECTIVE: 4 - Enhance the infrastructure maintenance programs in order to extend the full life of capital investments

RECOMMENDED MOTION: Move to approve the extension of the piggyback Agreement with Quentin L. Hampton Associates Inc. for the storm water drainage improvements in the Virginia Avenue and Monroe Street areas from January 13, 2016 to November 30, 2016, and authorize the Mayor and City Clerk to execute all required documents.

SUMMARY: The initial piggyback Agreement between the City of Port Orange ("City") and Quentin L. Hampton & Associates, Inc. ("Contractor") was signed by the parties on July 14, 2015. The notice to proceed was given to the Contractor on July 16, 2015, and the anticipated 100% completion date for the project was January 13, 2016, as the Agreement was for a six month period.

The aerial and ground survey work has taken twice as long as anticipated and the Contractor expects to have the survey work completed by the end of June 2016. Once done, the final design and permitting work can begin and these tasks will take approximately 3-4 months to complete due to the permitting process.

The Contractor did not request an extension of the agreement until well after it has expired. Furthermore, the expiration of the agreement occurred before the implementation of new departmental measures in May 2016 to ensure requests for extension of agreements are made before their expiration. Those measures include informing contractors of their contractual obligations as well as a follow up by staff with contractors well before the expiration of agreements.

Considering the importance of the drainage improvements to the residents in the neighborhood of Virginia Avenue and Monroe Street as well as the potential delays and costs to the project should the agreement not be extended, it is recommended that the request for extension of the contract to November 30, 2016, be approved.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Amendment No 1	Amendment No 1 and Extension Agreement.pdf
2.	Piggyback Agreement with Quentin Hampton Associates Inc.	EXECUTED CONTRACT QLHA Virginia and Monroe drainage improvements.pdf
3.	QLHA letter requesting extension	QLHA letter requesting extension Virginia & Monroe.pdf

Kynah Cockcroft	Created/Initiated - 06/09/2016
Branford Adumuah	Approved - 06/09/2016
Diana Fye	Approved - 06/09/2016
Tracey Riehm	Approved - 06/14/2016
Margaret Roberts	Approved - 06/16/2016
M. Jake Johansson	Final Approval - 06/16/2016

AMENDMENT NO. 1 AND EXTENSION AGREEMENT

THIS AMENDMENT NO. 1 AND EXTENSION OF AGREEMENT ("Agreement") 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 (the "City"), and **QUENTIN L. HAMPTON ASSOCIATES, INC.** ("Contractor"), a Florida corporation whose principal address is 4401 Eastport Parkway, Port Orange, Florida 32127 (collectively "the Parties").

WHEREAS, on the 19th day of June, 2014, County of Volusia, a body corporate and politic and a subdivision of the state of Florida, entered into a Contract for Professional Consulting Services with Quentin L. Hampton Associates, Inc., pursuant to Request for Statement of Qualifications No. 14-SQ-55KW (the "Volusia County Agreement") which provides for term commencing on June 19, 2014 and shall terminate three (3) years from the effective date; and

WHEREAS, the Parties entered into a Piggyback Agreement on July 14, 2015 (the "Contract") pursuant to the Volusia County Agreement with a term commencing on July 14, 2015 and continuing for a period of 180 days thereafter; and

WHEREAS, the Parties desire to extend the Contract from January 13, 2016 until November 30, 2016; and

WHEREAS, the Parties desire to amend the Contract to provide for updated public records compliance pursuant to Florida Statute; and

WHEREAS, the Port Orange City Council has determined that the execution of this Contract 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. Term. The term of the Contract is hereby extended. Notwithstanding the date of execution, this Agreement shall be effective commencing January 13, 2016 and continuing until November 30, 2016.

2. 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 119.10, 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

3. Counterparts. 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.

4. 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 Agreement on the day and year stated hereinafter.

Witnesses:

QUENTIN L. HAMPTON ASSOCIATES, INC.

Printed Name: _____

By: _____

Brad T. Blais, 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: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Brad T. Blais, as President of Quentin L. Hampton Associates, Inc., a Florida corporation, and who:

[Notary: Please select one]

- ☐ is personally known to me; or
☐ has produced _____ as identification.

Notary Public, State of Florida
*Printed, typed or stamped name, commission
and expiration:*

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Allen Green, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the City, and who is personally known to me.

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the City, and who is personally known to me.

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:



CITY OF PORT ORANGE PIGGYBACK AGREEMENT

This Piggyback Agreement is entered to this 14 day of July, 2015, by and between the **CITY OF PORT ORANGE**, a Florida municipal whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **QUENTIN L. HAMPTON ASSOCIATES, INC.** ("Contractor"), a Florida corporation whose principal address is 4401 Eastport Parkway, Port Orange, Florida 32127 (collectively "the Parties").

WHEREAS, on the 19th day of June, 2014, County of Volusia, a body corporate and politic and a subdivision of the state of Florida, entered into a Contract for Professional Consulting Services with Quentin L. Hampton Associates, Inc., pursuant to Request for Statement of Qualifications No. 14-SQ-55KW (the "Volusia County Agreement"); and

WHEREAS, the Volusia County Agreement provides for a term commencing on June 19, 2014 and shall terminate three (3) years from the effective date; and

WHEREAS, by entering into this Piggyback Agreement, Contractor agrees to honor the terms of the Volusia County Agreement for Consulting Services for Stormwater and Environmental Engineering purchased by the City of Port Orange; and

WHEREAS, a copy of RSQ No. 14-SQ-55KW and the Volusia County Agreement are available in the Office of the City Clerk, City Hall, 1000 City Center, Port Orange, Florida 32129; and

WHEREAS, the Port Orange City Council has determined that the execution of this Contract is beneficial to the citizens of the City of Port Orange.

For good and valuable consideration, conditions and promises, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term. The term of this Contract shall commence on the last date this Contract is signed by the Parties and shall continue for a period of 180 days thereafter (the "Term").
2. Contractor Obligation. Contractor shall provide professional design and permitting services for stormwater drainage improvements in the Monroe Street and Virginia Avenue areas, more specifically described in Exhibit "1" attached hereto.
3. Authorization for Services. This Contract standing alone does not authorize the performance of any work or services to be provided by the Contractor or require the City to place any orders for work or service. Authorization for performance of services by the Contractor under this Contract shall be in the form of a written Notice to Proceed issued and executed by the City and signed by the Contractor. The City makes no covenant or promise as to the number of available projects, nor that Contractor will perform any work or services for the City 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.
4. City Obligations. The City agrees to compensate Contractor at the prices set forth in Exhibit "1" of this Contract in an amount subject to a limit up to but not to exceed Ninety-Three Thousand Three Hundred Forty and 00/100 Dollars (\$93,340.00) during the term of this Contract. The City's obligation to pay Contractor under this

Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current 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.

5. Contract Administration. The Public Works Director, Branford Adumuah, shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

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 20 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.

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 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.

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 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 for 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.

If Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

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 during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

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. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

Insurance	Standards	Comments
Workers' Compensation <u>Limits:</u>	Coverage A - Statutory Coverage B - \$100,000	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
<u>Additional Coverage:</u>	All States (Broad Form) Voluntary Compensation	

Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u>	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contract work 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 automobiles.	<u>Limits:</u>	Auto Liability Body Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence.	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
<u>Additional Coverage:</u>		Non-Owned, Hired Car	
Property Insurance — Builders Risk.	<u>Limits:</u>	Buildings — Completed value of contract.	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
<u>Additional Coverage:</u>		"All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	
Professional Liability (Errors & Omissions)	<u>Limits:</u>	Coverage- \$1,000,000 minimum	

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. 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.

(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.** 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.

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. **Disputes.** The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager 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 Finance Director, Contractor 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 CONTRACT 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

(a) As may have been outlined in the Volusia County Agreement 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.

(b) For the purposes of this Contract, any reference in the Volusia County Agreement to "County of Volusia" or "County" shall be construed to mean the "City of Port Orange."

(c) In the event of a conflict between the Volusia County Agreement and this Contract, this Contract with the City of Port Orange 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: Branford Adumuah, Public Works Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5575

Contractor: Quentin L. Hampton Associates, Inc.
Attention: Brad T. Blais, P.E.
4401 Eastport Parkway
Port Orange, Florida 32127
(386) 761-6810 – Telephone
(386) 761-3977 – Facsimile

P.O. Drawer 290247
Port Orange, Florida 32129-0247

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. 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.

28. 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: Anna P. Hoffman

[Signature]
Printed Name: Bernadette Fox

QUENTIN L. HAMPTON ASSOCIATES, INC.

By: [Signature]
Brad T. Blais, President

Date: 7-8-15

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 8 day of July, 2015, by Brad T. Blais, as President of Quentin L. Hampton, Inc., a Florida corporation, and who:

[Notary: Please select one]

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

[Signature]
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:



Witnesses:

CITY OF PORT ORANGE

Printed Name: Barbara J. Abbate

By: Allen Green

Allen Green, Mayor

Printed Name: Theresa Gutierrez

Date: 7/14/15

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 14 day of July, 2015, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



Theresa Gutierrez
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

Printed Name: Theresa Gutierrez

ATTEST:

By: Robin L. Fenwick

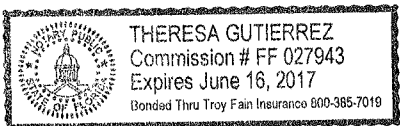
Robin L. Fenwick, CMC, City Clerk

Printed Name: Barbara J. Abbate

Date: 7/14/15

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 14 day of July, 2015, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



Theresa Gutierrez
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

[CA 4946]

BRAD T. BLAIS, P.E.
DAVID A. KING, P.E.
ANDREW M. GIANNINI, P.E.
KEVIN A. LEE, P.E.

Quentin L. Hampton Associates, Inc.
Consulting Engineers
P.O. DRAWER 280247
PORT ORANGE, FLORIDA 32128-0247

TELEPHONE: (386) 781-8810
FAX: (386) 781-3977
EMAIL: qlha@qlha.com

March 3, 2015

Mike Silvey
Interim Public Works Director
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

**CITY OF PORT ORANGE
VIRGINIA AVENUE AND MONROE STREET AREAS
STORMWATER IMPROVEMENTS
SCOPE OF SERVICES AND FEE ESTIMATE**

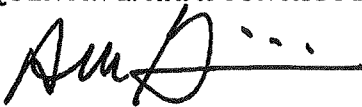
Dear Mike,

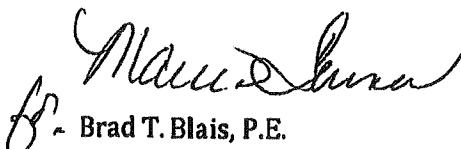
We are pleased to present the enclosed scope and fee estimate for the above referenced project as requested. The attached scope of services describes, in detail, what our firm understands to be required for this project. The project consists of analyzing the Virginia Avenue and Monroe Street areas and recommending improvements. Our office will proceed to final design and obtaining the required permits upon selection of the recommended improvements. It is recommended that Bidding and Construction phase services not be included until the full scope of construction is known.

QLH is well qualified to perform these services for the City. Our firm has provided engineering, design, permitting, and construction services on many similar projects of this type in the past for the City of Port Orange.

We look forward to the opportunity to work with the City on this project. If you have any questions or comments, please contact our office.

Sincerely,
QUENTIN L. HAMPTON ASSOCIATES, INC.


Andrew M. Giannini, P.E.
Project Manager


Brad T. Blais, P.E.
President

AMG/BTB:bf
Enclosure

EXHIBIT 'A'
CITY OF PORT ORANGE
VIRGINIA AVENUE AND MONROE STREET AREAS
STORMWATER IMPROVEMENTS
CONCEPTUAL & FINAL DESIGN, AND PERMITTING
SCOPE OF SERVICES AND FEE ESTIMATE

General: This fee estimate and scope of services constitutes a supplemental agreement to the Agreement for Continuing Engineering Consulting Services between the City of Port Orange, Volusia County, Florida, hereinafter called the "CITY", and Quentin L. Hampton Associates, Inc., a Florida corporation having its office in Port Orange, Florida, hereinafter called "QLH".

Background: Virginia Avenue and Monroe Street are located in the eastern portion of Port Orange and are home to a mix of residential properties from 0.2 acres to 1 acre in size. Presently, Virginia Avenue and Monroe Street are served by an older stormwater system in need of improvements as the areas have recently flooded and are subject to standing water. The CITY would like QLH to analyze the stormwater system and the surrounding areas to provide recommendations for improvements. Upon selection of the recommended improvement, QLH will proceed with the final design and will apply for an Environmental Resource Permit (ERP) at the 90% complete phase. See Exhibit 'C' for subject area and proposed improvements

Purpose of Work: The CITY desires to have QLH provide professional services for the design, and permitting services which are needed for this project. QLH recommends that the Bidding and Construction phase services not be included until the desired improvements have been selected.

Description of Services: QLH shall provide the following services:

TASK 1 - PRELIMINARY DESIGN PHASE

Conceptual Design: Upon Notice to Proceed, QLH will begin evaluation and modeling of the existing drainage system in the Virginia Avenue and Monroe Street areas. Complete analysis of the existing system will require obtaining a survey. Once the model accurately depicts current conditions, QLH will begin modeling possible improvements for the Virginia Avenue and Monroe Street areas. QLH will provide conceptual designs and cost estimates for review and comment and consider this a 30% design submittal. Comments received on the conceptual plan will be incorporated into the final design to the CITY. Deliverables include: Conceptual design drawings and cost estimates

Survey: QLH will sub-consult with a surveyor to provide the survey for this project. An allowance of \$25,000 is included for this task.

Geotechnical Engineering: QLH intends to sub-consult with Bechtol Engineering and Testing to perform a geotechnical investigation and analysis of the route of stormwater pipe required to determine if unsuitable material exists.

TASK 2 - FINAL DESIGN PHASE

Design: Once the proposed improvements have been selected, QLH will proceed to 60% design documents and submit for city review and comments. Upon receipt of CITY comments, QLH will proceed to 90% design documents (drawings and specifications) and 100% design documents upon receipt of CITY comments on the 90% documents.

Permitting: QLH will prepare an ERP application to construct the stormwater improvements and submit such to the Saint Johns River Water Management District (SJRWMD). A permit application fee allowance has been included. QLH will respond to all reasonable Requests for Additional Information (RAI's) from SJRWMD.

Basis of Fee: The proposed fee is based on the following. For the design and permitting phase services, see the attached Exhibit 'B' detailed breakdown of hours.

Task 1 : Conceptual Design	\$33,330.00
Task 2 : Design and Permitting	\$27,510.00
Survey Allowance	\$25,000.00
Geotechnical Consulting Allowance	\$4,000.00
Permit Application Fee Allowance	\$1,500.00
Printing Allowance	\$2,000.00
Total	\$93,340.00

Schedule: QLH shall endeavor to meet the following schedule depending on CITY and regulatory agencies constraints.

Notice to Proceed from CITY	April 2015
Review existing Stormwater system	April 2015 – May 2015
Survey and geotechnical investigation	May 2015 – June 2015
Model Existing Conditions	May 2015 – June 2015
Model Improvement Options	June 2015 – July 2015
Conceptualize Stormwater Improvements (30% plans)	July 2015
Final Design of Proposed Improvements	August 2015 – October 2015
Submit 60% Plans	September 2015
Submit 90% Plans	November 2015
Obtain SJRWMD Permit	December 2015
Submit 100% Plans & Specifications	December 2015

All fees to be billed on a lump sum basis except for "allowances" which will be billed at actual cost or hours expended.

If Florida Sales Tax becomes due on professional services, the CITY shall reimburse QLH for the additional sales tax cost.

"PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF QUENTIN L. HAMPTON ASSOCIATES INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE."

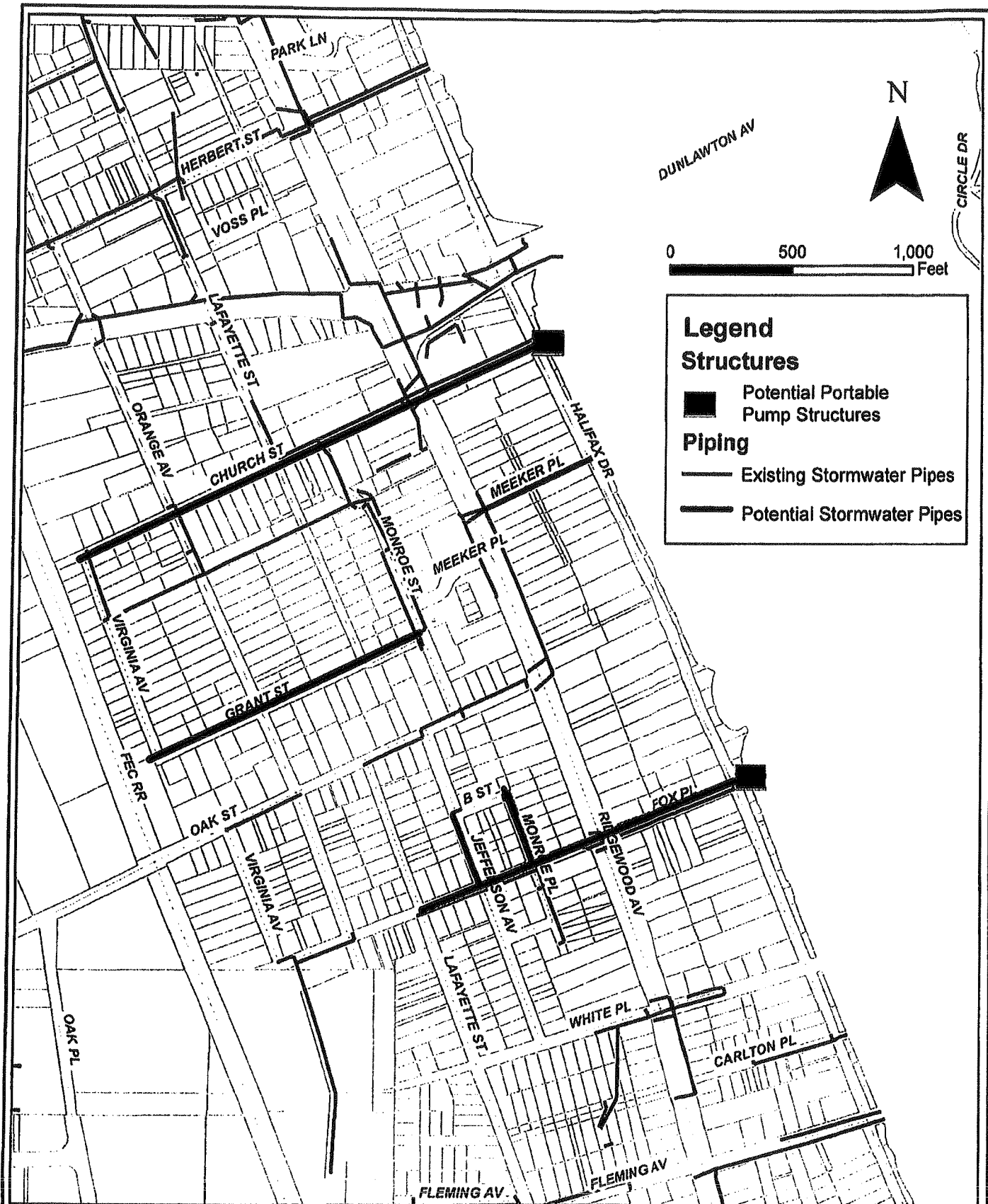
Prepared by:
QUENTIN L. HAMPTON ASSOCIATES, INC.
-Consulting Engineers-
March 3, 2015

EXHIBIT 'B'
CITY OF PORT ORANGE
VIRGINIA AVENUE AND MONROE STREET STORMWATER IMPROVEMENTS
QLH ESTIMATED ENGINEERING FEES

Task No.	Description	Hourly Rate	Project Manager (hours)	Project Engineer (hours)	CAD Technical (hours)	Engineering Intern (hours)	Clerical (hours)	Total Task (\$)
Task 1	Preliminary Design Phase							See Below
1.1	Preliminary Design and Report		8	20	128	80	12	\$21,880
1.2	Hydraulic Modeling		8	20	0	32	4	\$7,000
1.3	Public Meetings and Presentations		6	6	0	4	8	\$2,650
1.4	Survey Coordination		4	4	0	4	4	\$1,800
1.5	Allowances							
	Survey Subconsultant							\$25,000
	Geotechnical Subconsultant							\$4,000
	Printing, Reimbursables							\$1,000
	Allowance Sub-totals							\$30,000
	Sub-total Task 1							\$63,330
Task 2	Final Design Phase							
2.1	Hydraulic Modeling		4	8	4	16	0	\$3,440
2.2	Permitting		8	16	4	16	4	\$5,540
2.3	Final Design		12	20	80	40	12	\$15,500
2.4	Public Meetings and Presentations		6	4	8	4	8	\$3,030
2.5	Allowances							
	Permit Application Fee							\$1,500
	Printing, Reimbursables							\$1,000
	Allowance Sub-totals							\$2,500
	Sub-total Task 2							\$30,010
	Total							\$93,340

- (1) City has the option to provide subconsultant services via their continuing services consultants.
- (2) All fees to be billed on a lump sum basis except for "allowances" which will be billed at actual cost. Plus 10%
- (3) If Florida Sales Tax becomes due on professional services, the CITY shall reimburse QLH for the additional sales tax cost.

EXHIBIT "1"



Legend

Structures

■ Potential Portable Pump Structures

Piping

— Existing Stormwater Pipes

- - - Potential Stormwater Pipes

QUENTIN L. HAMPTON ASSOCIATES, INC.
 CONSULTING ENGINEERS
 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 626
 FAX: 386.761.3977
 P.O. DRAWER 280247 PORT ORANGE, FL 32129-0247
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**CITY OF
 PORT ORANGE**

EXHIBIT "1"

Exhibit C
**Virginia Avenue
 And Monroe Street
 Stormwater Improvements**

BRAD T. BLAIS, P.E.
DAVID A. KING, P.E.
ANDREW M. GIANNINI, P.E.
KEVIN A. LEE, P.E.

Quentin L. Hampton Associates, Inc.
Consulting Engineers
P.O. DRAWER 290247
PORT ORANGE, FLORIDA 32129-0247

TELEPHONE: (386) 781-6810
FAX: (386) 781-3877
EMAIL: qjha@qjha.com

June 7, 2016

Mike Silvey
Assistant Public Works Director/Project Manager
City of Port Orange
407 Virginia Avenue
Port Orange, Florida 32129

Email: msilvey@port-orange.org
Hard Copy Mailed Only on Request

Re: Virginia Avenue and Monroe Street Areas Stormwater Improvements
RSQ No. 14-SQ-55KW

Subject: Request of Schedule Extension (PO 70345)

Dear Mike,

This letter is sent to request an extension of our completion date as stated in the Notice-to-Proceed (NTP). As you are aware, the NTP was issued on July 16, 2015 with a completion date of January 20, 2016. As of the NTP, QLH has completed the data gathering and hydraulic modeling of the drainage basins, and completed the first draft of the preliminary design report which was delivered to the City in October 2015. Comments were received from the city in December 2015. The final version of the report was sent to the City in March 2016. It was our intention to get full approval on the preliminary design before proceeding to the survey phase of the project so that we could fully delineate the limits of the survey needed.

Following the final report delivery in March 2016, we requested the aerial survey along with ground survey. The survey task is exceeding our estimated time of completion. Our proposal included two months for this task which is taking twice as long. We expect to receive the survey within the next few weeks and will begin the final design and permitting process which we expect to take 3 to 4 months due to the permitting process.

With that stated, we respectfully request the City extend our time for the project completion to the end of November 2016. Please call our office if there are questions.

Sincerely,
Quentin L. Hampton Associates, Inc


Andrew M. Giannini, P.E.
Project Manager

AMG:bf



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/21/2016

Consent item: Yes

SUBJECT: 1-year Lease Extension with ArtHaus Foundation, Inc. for the City-owned property located at 3840 Ridgewood Avenue

DEPARTMENT: Community Development

GOAL: 2 - Quality of Life

OBJECTIVE: N/A

RECOMMENDED MOTION: Move to approve the Third Amendment to Lease Agreement between ArtHaus Foundation, Inc., a non-profit corporation, and the City of Port Orange, to amend and extend the Lease for an additional 1-year term, to forego the monthly rental payments in exchange for in-kind contribution by ArtHaus, and to authorize the Mayor and City Clerk to execute all required documents for lease agreement on behalf of the City.

SUMMARY: ArtHaus Foundation, Inc. has requested a three year extension (or any portion thereof) to the existing lease for City-owned property located at 3840 Ridgewood Ave. ArtHaus has been a tenant at this location since 2004. The current lease expires on June 30, 2016. The proposed amendment extends the lease term for one year with an expiration date of June 30, 2017. The terms of the Lease are amended to update the insurance requirements. In prior years, the City has relieved ArtHaus of monthly rental payments (\$1,340) as an in-kind contribution to ArtHaus. This one year lease will give the city manager time to meet with VC school administrators, ArtHaus board, Grantors and other stakeholders to ensure the cost of the cultural benefits are clearly understood and possibly shared.

ArtHaus provides a cultural element to the Town Center Redevelopment District as well as the community and all county schools at large. ArtHaus has been a good tenant and caretaker of the building and we intend to work with them to ensure they remain a valued member of this community and the TCRD.

The ArtHaus Executive Director has provided support materials regarding the history of ArtHaus, the number of people served, and benefits to the community.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	ArtHaus Letter requesting a lease renewal	2016LetterRequestLeaseRenewal ArtHaus.pdf
2.	ArtHaus Support Document	2016 History of ArtHaus.pdf

3.	ArtHaus Lease Extension and Amendment 2016	ArtHaus Lease Extension and Amendment 2016.pdf
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Penelope Cruz	Created/Initiated - 05/20/2016
Wayne Clark	Approved - 05/20/2016
Tracey Riehm	Approved - 05/23/2016
Margaret Roberts	Approved - 06/01/2016
M. Jake Johansson	Final Approval - 06/01/2016



www.arthaus.org

3840 Ridgewood Ave.
P.O. Box 290232
Port Orange, FL 32129
Tel. 386-767-0076
Fax. 386-761-3888

March 24, 2016
1000 City Center Circle
Port Orange, Florida 32129
Penelope Cruz

Board of Directors

Executive Board

Ron Nowviskie
President

Don Burnette
Vice President
Administration

Merelyn Goldsmith
Vice President
Program Development

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Ted Doran
Jessica Houser
Doug Martin
Jim O'Shaughnessy
Rick Pesarchick
Susan Preston
Laurie Gomon Ring
Juliana Romnes
John Trost
Lee Walker

Mission Statement

*To enhance the art
education of our local
schools & communities by
showcasing student art
exhibitions, providing
Visual Arts education
programs and promoting
cultural enrichment.*

To Whom It May Concern,

In regard to the renewal of our lease agreement with the City of Port Orange, ArtHaus, a non profit organization, would very much like to continue to occupy the current facility at 3840 Ridgewood in Port Orange. We would like to exercise a three (3) year extended term option through June 30, 2019 or any other option available. We agree to all the conditions that were in the former lease agreement. As Executive Director of ArtHaus Foundation, Inc., I, Laurie Gomon Ring make this request.

The Board of Directors of ArtHaus would like to convey our appreciation for all that the City of Port Orange has done to help us continue our mission. We sincerely request that the City Council continues to grant the annual rental payments totaling \$16,080 to ArtHaus so we may continue to serve the community as a cultural resource and enrichment.

Thank you.

With kindest regards,

Laurie Gomon Ring
Executive Director

Instilling the Spirit of Creativity & Self Expression in our Youth & Community"

History of ArtHaus

Before ArtHaus became a reality the art department of Spruce Creek High School was striving for new and innovative ways to educate students and realized an important element was missing from the students' education. Art students lacked a professional venue to display their work and complete the artistic experience. This insight led to the concept of the ArtHaus Student Gallery at Spruce Creek High School in 1994. Tim Ludwig, Art Department chairman and art teacher Laurie Gomon Ring and additional art department faculty began envisioning a three-walled addition to Spruce Creek High School in Port Orange. Through the efforts of these individuals, together with many volunteer students, teachers, parents and businesses the concept became a reality. This concept blossomed into a freestanding building owned by the City of Port Orange in 1996 for the utilization of all Volusia County students. ArtHaus was incorporated at this time as a 501 (c) 3 organization.

A unique partnership was formed between ArtHaus, the City of Port Orange, and the School District of Volusia County that set new standards in arts education. Ken Parker, Port Orange City Manager, whose children attended Spruce Creek High at the time, began to hear about the emerging cultural organization called ArtHaus. Our original name of incorporation in 1996 was ArtHaus at Spruce Creek Foundation. Knowing that Port Orange lacked any cultural entities or organizations he encouraged ArtHaus to partner with the city. He offered the ArtHaus Director Brad Budd, 1999-2003, an office in City Hall to run our programs and to plan on building an ArtHaus on the city property where Palmer College stands today. This would include a Student Gallery, several classrooms, storage and a catering kitchen that could accommodate wedding receptions and other parties that the Lakeside Community center is now used for. They wrote a grant for \$100,000 to begin this process. An Orlando architect was hired to create the initial plans and mock up drawings of the structure. (I have these to show at the workshop.) Within a year or so of this occurring, Palmer College successfully approached the city about building a new campus at City Center. At this time, the city began to look for other locations where we could build but nothing seemed right. In 2000, the city offered ArtHaus the use of the facility at 3840 Ridgewood Ave. which had been vacant for some time. Some of the original grant monies were used to fully renovate the building including a new flat roof. Many volunteers helped to complete the renovation and to prepare it for art exhibits, art classes and admin offices.

In 2000 ArtHaus originally signed a 5 year lease with the city granting our yearly rental payments. After two 5 year leases, the city decided to write 2 year leases. I believe that without these granted leases, ArtHaus would not have survived. 20 years after its inception, ArtHaus continues to flourish and grow. Every year new classes and outreach opportunities are added to the ArtHaus program schedule. With ongoing support ArtHaus will continue to carry out its valuable work in showcasing student artwork, providing art education programs and promoting cultural enrichment for the community. ArtHaus has grown into the new millennium with even more territory to cover and a vision that encompasses the creativity in everyone.

ArtHaus was named in honor of the Bauhaus, a German state-sponsored school of art which united artists and schools of thought in the 1920-30s. Bauhaus formed unified academies incorporating art colleges, colleges of arts and crafts and schools of architecture, that help to promote closer cooperation. Bauhaus served as a foundation for uniting artists and schools of thought elevating each to a new level of understanding through association. This unification extended to its teaching programs in which feeling and thinking, intuition and intellect,

expression and construction belonged inextricably together. ArtHaus of Volusia-Flagler Counties (the 2nd registered name used for ArtHaus) furthers these ideals through its programs by uniting artists, teachers, students and the community for the purpose of:

“Instilling the Spirit of Creativity & Self Expression in our Youth & Our Community.”

ArtHaus fulfills its mission by offering programs that enhance visual arts education in public and private schools throughout Volusia counties. This is accomplished by holding art exhibitions onsite in our student art gallery and off site in municipalities and businesses, providing art classes, workshops and outreach programs. We offer art classes for artists of all ages in our facility as well as a gift shop of handmade creations. Our outreach art classes provide cultural enrichment and art education to underserved youth in the Boys and Girls Clubs and the Pace Center for teen girls. Students’ hands-on participation in all phases of ArtHaus programs helps build confidence, develop problem solving skills and a lifelong appreciation of the visual arts. 2016 brings ArtHaus to celebrating our 20th year as an art educational and cultural nonprofit organization.

ArtHaus Exterior
ArtHaus Gallery
ArtGifts Shop



The following pages are from our Volusia County Grant Application for 2016-17. The grant questions are included after this Schedule of Events & Activities that were provided during 2015 and through April 22, 2016. (grant due date)

PROGRAM QUALITY/ SCHEDULE OF EVENTS

2015	Programs/Events	People Served	Exhibiting Artists	Art Education Hours
January	January Arts After School classes	10		40 hrs
January	ArtLink free art classes at the Boys & Girls Clubs	26		26 hrs
Jan 14- Apr 14	City Hall Exhibit in Port Orange – Sierra Goodrich Youth in Focus / Southeast Museum of Photography	1,650	1	
January 30 & February 27	Advanced Placement/ Honors Art Exhibit In ArtHaus Gallery	142	105	
January 30- February 8	Daytona PlayHouse art exhibit : Production #4 "Social Security" ; Sweetwater ES & Sugar Mill ES	1645	16	
February	February After School Art classes	9		36 hrs
February 13	ArtsPACE free art classes at Pace Center for Girls	16		24 hrs
February 26	Annual Meeting @ ArtHaus	15	105	
March	March Arts After School classes	11		33
March 5 – Apr 3	Middle Schools: "Making Our Mark" art exhibit in ArtHaus Gallery	56	87	
March 7	Port Orange Spring Fair at City Center ArtHaus children's art project table & art exhibit	90	2	
March 20 – April 5	Daytona PlayHouse Exhibit – "Spamalot" Spruce Creek HS -	2086	16	
March 13	ArtsPACE free art classes at Pace Center for Girls	15		22.5
4/18 – 5/30	Daily Grind Exhibit - Horizon ES – M. Fischer	12,900	6	

April	April Arts After School Classes	19		49
April 15 – May 30	City Hall Exhibit in Port Orange Middle School Artwork: Making Our Mark	675	40	
April 21	Echo Rangers Gallery Tour & Art Project	8		8
April 10	ArtsPACE free art classes at Pace Center for Girls	16		24
April 10 – May 8	Spruce Creek HS Ceramic Art Exhibit in ArtHaus Gallery	76	26	
April 30	17 th Funnier & Funkier dinner fundraiser honoring Don & Pam Ariel "A Super Night for Our Super Heroes!"	78	26	
May	May Arts After School Classes	9		36
May 9 & 10	Orchid Art Project Exhibit at Volusia Fairgrounds Annual Mother's Day Orchid Show Spruce Creek HS, New Smyrna Bch HS, DeLand HS	1,150	63	
May TBA	ArtsPACE free art classes at Pace Center for Girls	12		18
May 13 – 6/3	Atlantic HS Best Artists Exhibit	63	25	
June	Saturday Art Classes	7		12.5
June - August	Daily Grind Exhibit Spruce Creek H.S.- J VandenBerg	13,500	5	
2015	Programs/Events	People	Exhibiting	Art Education

		Served	Artists	Hours
June 12- July 10	ArtHaus Gallery Our River Walk: "Youthful Visions" Sugar Mill ES student 3D constructions of Port Orange River Walk: Futures grant recipient – Beth Dobberstein art teacher	99	105	
June	ArtsPACE free art classes at Pace Center for Girls	16		24
June 8-12 June 15-19 June 22-25	2015 Summer Art Camp "From Sea to Shining Sea" Week 1, 2 & 3	70		1,035
July	Saturday Art Classes	8		12
July	ArtsPACE free art classes at Pace Center for Girls	16		24
July 6-10, July 13-17 July 20-24 July 27-31	2015 Summer Art Camp "From Sea to Shining Sea" Week 4, 5, 6, 7	83		1,245
July 16- August 1	ArtHaus Gallery: "Land, Sea & Life", photographs by George David Marshall & sculptures by Raymond Langdon	59	2	
August	Saturday Art Classes	13		19.5
Aug 7 - Sept 6	Summer Art Camp Exhibit in ArtHaus Gallery "From Sea to Shining Sea"	99	148	
August	ArtsPACE free art classes at Pace Center for Girls	9		13.5
Sept / Dec	Daily Grind Exhibit	13,000	6	
Sep – Dec 18th	City Hall Exhibit Summer Art Camp "From Sea to Shining Sea"	1,400	34	
Sept 22	Echo Rangers Art Class & Gallery Tour	12		12
Sept	September Arts After School Classes	25		79
Sept 25- Nov 7	Volusia Art Educators Association Exhibit	115	37	
Oct 3-4	16th Annual Street Painting Festival	2,500	35	
Oct	October Arts After School Classes	19		92
Oct/Nov/Dec	Fall ArtLink free art classes @ Boys & Girls Clubs	209		209
Nov 19 – Dec 11	Halifax Art Festival Student Exhibit: "Extended Display"	100	52	
Nov	November Arts After School Classes	24		66
December	December Arts After School Classes at ArtHaus	2		4
December 18 – April 30	City Hall Exhibit Halifax Art Festival Student Exhibit: "Extended Display"	2,250	32	
2016	Programs/Events	People Served	Exhibiting Artists	Art Education Hours
Jan - Apr	Daily Grind Exhibit	17,500	6	
Jan. 7- 29	Wee Create: Kindergarten Only Art Exhibit in ArtHaus Gallery	152	57	
Jan	January Arts After School Classes at ArtHaus	22		86
Feb 5 – March 4	Advanced Placement Studio Art Exhibit	154	82	
2016	Programs/Events	People	Exhibiting	Art Education

		Served	Artists	Hours
Feb 11	ArtHaus Annual Meeting	29		
Feb	February Arts After School Classes at ArtHaus	17		64
March	March Arts After School Classes at ArtHaus	15		49
March 5	Port Orange Spring Fair at City Center ArtHaus children's art project table & art exhibit	125/400	2	unknown
March 10- April 8th	Elementary Schools: Art the First Language exhibit in ArtHaus Gallery	180	87	
April	April Arts After School at ArtHaus	24		76.5
<i>Apr, May</i>	<i>Daily Grind Exhibit - South Daytona ES Janice Knestrick " "Crazy Fantasy Burgers"</i>		6	
Apr 19	Echo Rangers Gallery Tour & Art Project	3		3
<i>Apr 30</i>	<i>"Art The First Language" Exhibit at City Hall in Port Orange</i>			
<i>May 6 – June 3</i>	<i>Spruce Creek " What's Inside My Head" Exhibit in ArtHaus Gallery</i>			
<i>May</i>	<i>May Arts After School Classes at ArtHaus</i>			
June 9	<i>18th Fun & Funky dinner fundraiser honoring Joni Hunt</i>			
<i>June 12 – July 10</i>	<i>Art Exhibit at ArtHaus Gallery - TBA</i>			
<i>June/July TBA</i>	<i>Daily Grind Exhibit TBA</i>			
<i>June, July TBA</i>	<i>Art Exhibit at City Hall in Port Orange; TBA</i>			
<i>June 13-17 June 20 – 24 June 27- July 1</i>	<i>2016 Summer Art Camp "The Funtastic Artistic Time Machine" Week 1, 2 & 3</i>			
<i>July 11-15 July 18-22 July 25-29 August 1-5</i>	<i>2016 Summer Art Camp "The Funtastic Artistic Time Machine" Week 4, 5, 6 & 7</i>			
<i>Aug 6 – Sept 11</i>	<i>Summer Art Camp Exhibit in ArtHaus Gallery</i>			
<i>Sept / Oct TBA</i>	<i>Daily Grind Exhibit TBA</i>			
<i>Sept TBA</i>	<i>Daytona Playhouse Exhibit TBA</i>			
<i>Sept 20</i>	<i>Echo Rangers Art Class & Gallery Tour</i>			
<i>Sept, Oct, Nov, Dec TBA</i>	<i>ArtsPACE free art classes at Pace Center for Girl</i>			
<i>Sept</i>	<i>September Arts After School Classes</i>			
<i>Sept-Nov TBA</i>	<i>Volusia Art Educators Association Exhibit</i>			
<i>Oct 1-2</i>	<i>17th Annual Street Painting Festival</i>			
<i>Sept, Oct, Nov, Dec TBA</i>	<i>ArtLink free art classes at the local Boys & Girls Clubs</i>			
<i>Oct</i>	<i>October Arts After School Classes</i>			
<i>Nov-Dec TBA</i>	<i>Halifax Art Festival Student Exhibit: "Extended Display"</i>			
<i>Nov TBA</i>	<i>Art Exhibit at City Hall in Port Orange; TBA</i>			
<i>Nov TBA</i>	<i>Daytona Playhouse Exhibit TBA</i>			

ACTUAL PUBLIC EXPOSURE & BENEFIT

FOR THE PAST **TWO** YEAR'S PROGRAMS OR EVENTS, PLEASE PROVIDE TOTAL ESTIMATED ATTENDANCE/PARTICIPATION FIGURES. PLEASE ANSWER THE FOLLOWING QUESTIONS AND LABEL EACH RESPONSE CLEARLY. THE FIGURES SHOULD REFLECT THE MOST RECENT **TWO** COMPLETED YEARS, NOT THE PROPOSED YEAR. IF A QUESTION DOES NOT APPLY, PLEASE INDICATE WITH N/A. ATTACH ADDITIONAL PAGES IF NECESSARY. TO THE BEST OF YOUR ABILITY, BE SPECIFIC AS TO THE NUMBERS SERVED.

1. Total number of paid and complimentary season ticket holders, **memberships** or subscriptions?

2014 – 86 members

2015 - 95 members

2. What are the total annual paid and complimentary single admissions?

All ArtHaus exhibits are free to the participating artists and the community.

A. Exhibiting Artists: ArtHaus provides artists opportunities to exhibit their artwork for free in our gallery and outreach exhibit venues.

2014 – 503 artists exhibited their artwork in our **Gallery**. In addition to these numbers were three collaborative artworks that were exhibited in two shows. 1,278 students participated in their creation.

2015 - 562 artists exhibited their artwork in our **Gallery**. In addition to these numbers there were two collaborative artworks in which over a 700 students participated in their creation.

2014 – 347 artists had their artwork exhibited in the ArtHaus **Outreach exhibit venues**.

2015 - 271 artists had their artwork exhibited in the ArtHaus **Outreach exhibit venues**.

B. Tuition based art classes includes our Arts After School classes, teen, adult classes & summer art camps.

2014 – 204 art students attended ArtHaus art classes receiving **2,064 art education hours**.

2015 – 309 art students attended ArtHaus art classes receiving **2,759 art education hours**.

C. Viewers of artwork in the ArtHaus Gallery and outreach art exhibits. The opportunity to view Artwork created by young artists is a valuable cultural enrichment provided to the public free of charge.

2014 – A total of 1,030 people viewed the artwork in the **ArtHaus Gallery exhibitions**.

2015 – A total of 831 people viewed the artwork in the **ArtHaus Gallery exhibitions**.

2014 - 48,365 people viewed artwork in the ArtHaus sponsored art exhibits in public **outreach locations** and cultural events.

2015 – 50,874 people viewed artwork in the ArtHaus sponsored art exhibits in public **outreach locations**.

D. ArtLink Art Classes held at area Boys & Girls Clubs are a free outreach art educational program.

2014 – 351 children received free art lessons totaling 351 art education hours.

2015 - 281 children received free art lessons totaling 281 art education hours.

E. ArtsPACE art classes are held at the PACE Center for Girls as another free outreach educational program.

2014– 92 girls received free art lessons totaling **138 art education hours**.

2015 – 100 girls received free art lessons totaling **150 art education hours**.

F. ArtHaus offers scholarships for onsite art classes and summer art camp.

2014 – 21 scholarships were awarded totaling **\$2,060** in tuition.

2015 - 31 scholarships were awarded totaling **\$2,300** in tuition.

3. What is the **number** of productions, **exhibitions**, issues/publications, or other **events** per year?

2014 – 10 exhibits in the **ArtHaus Gallery**

2015 - 9 exhibits in the **ArtHaus Gallery**

2014 - 18 Outreach exhibits in City Halls, businesses, events and partnership organizations.

2015 - 13 Outreach exhibits in City Halls, businesses, events and partnership organizations.

4. What is the **average number of** tours, activities or performances per production or **days per exhibition?**

There were 9 art exhibits in the ArtHaus Gallery during 2015. Each exhibit runs from 3-5 weeks.

The length of Outreach Art Exhibits varies from four weeks to three months depending on the location.

Daytona PlayHouse lobby exhibits run the length of each production lasting 2-3 weeks..

City Hall exhibits run usually 1-3 months as do the Daily Grind Restaurant exhibits.

Arts After School class sessions and adult classes run on a monthly schedule with the exception of single session art classes such as Zentangle. Saturday morning art classes are offered twice a month.

ArtLink classes were usually 5-6 week long sessions of one hour class per week but we are redesigning this program to fit the needs of the Boys & Girls Clubs.

ArtsPACE classes are one session per month for 1.5 hours.(This program is also undergoing a new schedule.)

Summer Art Camp is comprised of 6-7 week long sessions of 15 hours per week of art educational time.

Special event exhibits last one to two days.

5. What is the seating capacity of the facility used or what is the **square footage of the program areas?**

The **2,625 square foot facility** houses our ArtHaus gallery (325 square ft) offering **600 square feet of wall exhibition space**. Included in the facility is a **small art library**, a **small black & white photo lab**, a **12' x 20' classroom**, two administrative offices, two bathrooms as well as a small gift shop and meeting room or secondary classroom.

6. Are there any **expected changes** regarding the above responses under the proposed programs?

This ArtHaus to PlayHouse exhibits were suspended through the fall of 2015 and spring of 2016 due to major renovations of the entrance, lobby and restrooms at the PlayHouse. We look forward to resuming our regular exhibit schedule in the fall of 2016. Although the renovations are complete, the PlayHouse has not set up how the exhibits will be hung or installed.

The ArtLink program with the Boys & Girls Clubs is still going through a reorganization to make the Art classes at each club more efficient and successful. It may become a once a month Saturday art program that lasts several hours.

The ArtsPACE program is also undergoing a reorganization to accommodate all the teen girls at the Pace Center instead of a small group. The monthly art classes will change from one 1 ½ hour class to seven 45 minutes classes once a month that will align with their character building Spirit Curriculum.

The Orchid Art Project has also been suspended during 2016 since the Volusia Orchid Society is focusing on other strategies and projects for their club.

Over the past year, we have expanded our class offerings, a drawing specific children's class called "The Art of Drawing was initiated in September, 2015 and a painting specific class called "Painting with the Colors of the Rainbow" was offered during March of 2016.

7. Describe any other public exposure and benefit.

For the 6th year in a row, ArtHaus participated in Port Orange's Spring Fair, a spring event that targets children. We provided a Mardi Gras mask making art activity for over 50 children. We also used this opportunity to share information about our art classes, memberships and upcoming Summer Art Camp thus giving ArtHaus public exposure at no cost to participants. This event also gives the public a chance to view a small art exhibit of student artwork. Because of the wind factor, we could only display three artworks.

ArtHaus was fortunate to help facilitate and complete a county funded Art in Public Places tile mural that was installed on the ground floor under the walkover at Ocean Walk in Daytona Beach. The project replaced a tile mural that was created over 12 years ago by the children in the Boys & Girls Clubs. The previous mural had faded over the years. Nancy Maddox, Volusia County Cultural & Recreational Coordinator, spearheaded the project in coordination with Votran who helped prepare the tiles, stored the finished painted tiles and installed the finished mural. The theme was selected by Monique Fischer, elementary art teacher at Horizon ES. Every child in the afternoon (9-13 year olds) session of the ArtHaus Summer Art Camp painted one or more 18 inch tiles depicting an underwater scene. The mural was unveiled in a ceremony on December 20, 2015. The large mural measuring approximately 16 ft. X 24 ft was painted in a high gloss acrylic that with a UV clear gloss coat finish makes it look like a ceramic glazed tile mural. This mural was a delight for the young artists to create. They took great pride in the finished mural and loved working in groups to create larger images such as a manatee, the sunken ship and the porpoise. Hopefully there will be a plaque of some sort stating who created it and when. The first set of tiles were painted by students from Horizon ES directed by Monique Fischer and the remaining majority of tiles were painted at ArtHaus with the summer camp art teachers directing the campers' image choice and painting techniques.

Our partnership with BrightHouse Networks continues to provide us with excellent public exposure on their network in a thirty second television ad promoting ArtHaus classes, exhibits, and Summer Art Camp. This ad was and will be aired on many of the BH Networks channels during May, June and July of 2015 and 2016.

Throughout 2015, ArtHaus staff adjusted to the new website format (on the job training) to update our website by posting Art Class schedules and registration forms, our special events such as the Street Painting Festival and Fun & Funky Dinner. We also include information about the individual and business sponsors as well as current exhibit event photos that helps keep the public informed. And we added the ability to Donate on our website through Pay Pal.

We have continued to make postings on our Facebook page for art exhibits, art classes and other events. We have also been adding photo albums filled with images of artworks and artists during the opening receptions at many of the exhibits. Be sure to like our Facebook page (ArtHaus Foundation) and share the info you receive with your friends! Our Facebook engagement has greatly increased due to the excellent efforts of our new Office/ Gallery Manager Tiffany Shepard who was hired in early December, 2015. She has also begun using Instagram to engage the younger demographic during exhibit openings and other events.

The ArtHaus Street Painting Festival is a major attraction each year at the Port Orange Family Days. This coming fall will be our 17th year for this fundraiser which helps to supplement ArtHaus funds *and* promote community cultural awareness for thousands of people who attend. This also gives ArtHaus a chance to inform the public about who we are and what we offer. We were able to post our event on the Florida Street Chalk Artists Association through a link to our website for information on the festival.

During 2015-16 we have improved our procedure for sending out press releases to local media such as newspapers, radio stations, television stations, online news sites and any other source available to inform the public about our gallery exhibits, their opening receptions, art class schedules and special events. Each of these entities has a different deadline and format requirement which definitely makes this a challenge that we have met!

Recently in 2016 we have been using several different websites that we have not used in the past to post our classes and exhibit openings on eventsnearhere.com, eventful.com and daytonabeach.com. The last website is with the Daytona Beach Visitors & Tourists Bureau.

We continue to use MailChimp as a free service to digitally distribute email blasts with the same information about classes, exhibits and events. We have been expanding our “class interest” email lists to include sponsors, businesses as potential sponsors, principals, teachers and our members to keep them informed of events, etc. This could eventually replace our use of the US postal service bulk mail since it is getting slower and slower. Although the Exhibit invitations are not arriving in a timely manner to notify the recipient about the opening reception, we have made every effort to complete the invitation earlier so they can arrive in due time. We believe in the value of holding an invitation in your hand and putting it in a place to admire and remember to attend the event!

The 2015 Orchid Art Project was the fourth year in partnership with the Volusia Orchid Society. The Orchid Art Exhibit was held at the Mother’s Day Orchid Show located on the Volusia County Fairgrounds on May 9 and 10, 2015. Throughout the two day event, the 34 photos, drawings, and paintings created by students from three area high schools were seen by over 1,050 visitors. The VOS wanted the art exhibit to be judged, so several different categories of awards with ribbons were included to increase the exhibition experience for the students from Spruce Creek, New Smyrna Beach and DeLand High Schools. Tim Ludwig, acclaimed ceramic artist who paints botanicals on his ceramic pieces enjoyed judging the artwork. Any student artist or art teacher who attended the Orchid Show was given an orchid plant by one of the orchid vendors. Showcasing these artworks at this event exposed the ArtHaus mission to a large and diverse population.

During September, 2015, Executive Director, Laurie Gomon Ring was interviewed by Jan Gage about ArtHaus and the Street Painting Festival held in early October. The segment promoting the event was aired on her three radio shows: The Halifax Magazine Radio Show, The Rock of Daytona at 104.7 FM; The Flagler Magazine Radio Show at WNZF 1550 AM and The Ormond Magazine Radio Show at WELE 1380 AM.

The News Journal People’s Choice awarded ArtHaus as the Best Art Studio of 2015! The award was received at a special ceremony at the Cici & Hyatt Brown Museum of Art in December, 2015. This was a delightful surprise for us since we had not solicited any votes from our members and patrons.

ArtHaus has provided volunteer opportunities for youth, teens and adults throughout the 2015. These volunteers have been an important part of helping with the many aspects of running this small organization that does so much! Teens from local high schools receive important community service hours for Future scholarships, college entrance requirements, graduation requirements and resumes. They help with assisting during Summer Art Camp, After School Arts classes, mailings, events such as Street Painting Festival, Spring Fair and the Fun & Funky Dinner fundraiser. We have been fortunate to also connect with the Honor Society members at Embry Riddle AU who were a tremendous help with the success of the 2014 & 2015 Street Painting Festival. In addition we are fortunate enough to have Dolores Johnson who volunteers 3-4 hours every week helping with mailings, organizing art supplies, files, and installing artwork in frames for outreach exhibits. She even cleans! Many other adults volunteer to help at the events such as Street Painting and Fun & Funky dinner.

Our Board members also volunteer to help with all kinds of tasks that we are most grateful for! Volunteers benefit in a variety of ways from their “ArtHaus” experience, not only gaining required community service hours in many cases but becoming educated about the value of cultural enrichment, showcasing the artwork of young artists and the importance of the cultural arts in our society and modern world.

Ron Nowviskie, the ArtHaus Board President gave a wonderful presentation about ArtHaus to the Daytona Regional Chamber’s Leadership Group on April 8 to share the ArtHaus mission with many young professionals who attended. This Leadership meeting focused on Non Profits with ten organizations presenting.

Our partnership with the Southeast Museum of Photography in showcasing their “Youth in Focus” program has continued during 2015. This program features a young photographer who shows exceptional

photographic talent through a body of photographs. Sierra Goodrich, who was a junior at Spruce Creek High School, displayed two dozen framed photographs at the Port Orange City Hall during January, February, March and April of 2015. We will be showcasing another “Youth in Focus” this summer.

This type of exposure helps students in our programs realize their potential to make cultural contributions within their community. ArtHaus instills in young people the value and a deep appreciation for the arts. It has been proven that early exposure to the visual arts promotes important cognitive activity in the brain.

In addition:

- Art helps children understand academic subjects much more clearly - from math and science, to language arts and geography.
- Art nurtures inventiveness and imagination, while engaging children in a process that aids in the development of self-esteem, self-discipline, character building, self awareness, teamwork and cooperation.
- Participation in art activities help children to gain the tools required for understanding the human experience, adapting to and respecting others' ways of working and thinking, developing creative problem-solving skills, and communicating thoughts and ideas in a variety of ways.
- Studies have proven that students involved in art classes perform better on standardized testing.
- The creation of artwork involves higher level thinking skills such as analysis, assimilation, visualization, projection, and creation that go beyond rote learning.

The study of art promotes an appreciation and respect for life, an understanding of the worth of people, and an exploration into other cultures.

8. What is the total estimated audience served during your last two completed fiscal years?

2014 - 1,574 young & adult artists exhibited artwork, took art classes and/or received free art classes.

2015 - 1,633 young & adult artists exhibited artwork, took art classes and/or received free art Classes.

2014 - 1,030 Family, friends & community members viewed the ArtHaus gallery art exhibits.

2015 - 831 Family, friends & community members viewed the ArtHaus gallery art exhibits.

2014 - 48,365 people viewed artwork in the outreach community ArtHaus art exhibits.

2015 – 50,874 people viewed artwork in the outreach community ArtHaus art exhibits.

(These outreach art exhibits include locations such as City Halls, Daytona PlayHouse, Daily Grind restaurant, Port Orange Spring Fair and events. The total includes only 2,500 people who viewed the artwork created at the Street Painting Festival not the large numbers attributed to attendees of the Family Days 4 day event.)

2014 - Total served population: 51,228 people

2015 - Total served population: 53,338 people

(Note: This figure should reflect a supportable number of individuals actively participating in or attending your organization’s mission oriented programs. It should not include billboard exposure, distribution of flyers at public events or trade shows or other public relations promotions.)

PUBLIC EXPOSURE AND BENEFIT

SERVICE TO SPECIAL POPULATIONS

PLEASE DESCRIBE IN THE SPACE PROVIDED BELOW THE PROGRAMS YOU PROVIDE TO SPECIAL POPULATIONS INCLUDING ANY OUTREACH. INCLUDE FOR EXAMPLE, MINORITIES, PERSONS WITH DISABILITIES, SENIOR CITIZENS, LOW INCOME GROUPS AND CHILDREN. IF YOU HAVE SPECIFIC DEMOGRAPHIC DATA, PLEASE PROVIDE.

The ArtLink program provides free art classes at the local Boys & Girls Clubs of Volusia & Flagler Counties. These club members fall in the under served populations. **281** children/ club members received art lessons in ways to express ideas and feelings through the vehicle of visual arts.

The ArtsPACE program provides free art classes at the PACE Center for Girls. The girls in this program also fall in the under served populations. **100** teen girls at risk received art lessons to help them express their ideas and feelings in a positive way through visual arts.

Our Art Inspires memberships provide scholarships to children not able to afford the tuition for Arts After School art classes or Summer Art Camp.

Our ArtHaus art exhibits both in our gallery and in the outreach community locations also provide a service to special populations although we are not able to track the demographics specifically. We know that many of Volusia County's schools have 40- 50% of their school populations receiving free or reduced breakfast and lunches therefore placing them in this special population grouping. Many of the individuals that view our art exhibits also fall into the special population category but we do not track these demographics.

Echo Ranger art class & gallery tours also provide a free service to special populations although again we do not track the demographics. Many of the Echo Rangers fall in the underserved populations and are home schooled.

We offer adult art classes that include Senior citizens as well as the cultural enrichment of our ArtHaus Art Exhibits in our Gallery and in outreach exhibits that are enjoyed by many Senior citizens.

The ArtHaus facility and front bathroom are wheelchair accessible.

Parcel ID# 6303-11-06-0021

THIRD AMENDMENT TO LEASE AGREEMENT

ArtHaus

3840 Ridgewood Avenue, Port Orange, Volusia County, Florida

THIS THIRD AMENDMENT TO LEASE AGREEMENT is made and entered into the day and year set forth hereinafter by and between **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal business office located at: 1000 City Center Circle, Port Orange, Florida 32129-4144 ("City"); and **ARTHAUS FOUNDATION, INC.**, a Florida non-profit corporation, principal address located at 3840 Ridgewood Avenue, Port Orange, Florida 32129, having a mailing address of: Post Office Box 290232, Port Orange, FL 32129-0232 ("ArtHaus"), and hereinafter collectively referred to as the "Parties."

WHEREAS, the Parties entered into a Lease Agreement for the property located at 3840 Ridgewood Avenue, Port Orange, Florida dated June 2, 2009 ("Lease"); and

WHEREAS, the Parties entered into the Amendment to Lease Agreement ("First Amendment") on May 2, 2012, to extend the Lease for an additional 2-year term; and

WHEREAS, the Parties entered into the Second Amendment to the Lease Agreement ("Second Amendment") on April 23, 2014, to extend the Lease for an additional 2-year term.

WHEREAS, the Parties now desire to extend the Lease for an additional term of one (1) year commencing July 1, 2016 and ending June 30, 2017; and

WHEREAS, the Parties desire to extend the term of the Agreement and amend certain insurance provisions as set forth in this Third Amendment to Lease Agreement.

NOW, THEREFORE, the Parties, for good and valuable consideration, receipt of which is hereby acknowledged, agree as follows:

1. The premises set forth above and true and correct, form a material part of this Third Amendment and are incorporated herein by reference.

2. Article VI, Paragraph 2 of the Lease, as amended by the First Amendment and Second Amendment, is hereby further amended to read in its entirety as follows:

“2. The term of this Lease Agreement shall be extended for one (1) year commencing July 1, 2016 and expiring at midnight on June 30, 2017.”

3. Article XI, Paragraph 1 of the Lease is hereby amended to read in its entirety as follows:

“1. The Lessee shall obtain or possess the following insurance coverage, and shall provide Certificates of Insurance to the City prior to commencing operations under this Lease Agreement to verify such coverages:

- a. Workers' Compensation – The Lessee shall provide Workers' Compensation coverage for all employees at the Premises and, in case any work is contracted, shall require contractor to produce Workers' Compensation for all its employees. The limits shall be statutory for Workers' Compensation and \$100,000 for Employer's Liability.
- b. Comprehensive General Liability – The Lessee shall provide coverage for all operations including, but not limited to, Contractual, Products and Completed Operations, Personal Injury, and Property Damage.

The limits shall not be less than \$1,000,000 Combined Single Limit (CSL) or its equivalent.

- c. Fire and Extended Coverage – The Lessee shall maintain Fire and Extended Coverage Insurance covering any and all leasehold improvements, trade fixtures, merchandise or personal property located on or in the Premises from time-to-time providing protection against all risks covered by standard form of “Fire and Extended Coverage Insurance”.

4. All other terms and conditions of the Lease shall remain in full force and effect.

5. This Third Amendment to Lease 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 complete instrument. The delivery by facsimile or email of an executed copy of this Third Amendment to Lease Agreement shall be deemed valid as if an original signature was delivered.

[Remainder of Page Left Blank]

IN WITNESS WHEREOF, the Parties hereto have signed, sealed, and delivered this Third Amendment to Lease Agreement on the day and year stated hereinafter.

Witnesses:

CITY OF PORT ORANGE, FLORIDA

Signature

By: _____
Allen Green, Mayor

Printed Name

Signature

Attest:

Printed Name

Robin L. Fenwick, CMC, City Clerk

(Witnesses as to Both)

Dated Signed: _____, 2016.

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2016 by Allen Green and Robin L. Fenwick, the Mayor and City Clerk, respectively, who are duly authorized to execute the foregoing instrument in their representative capacity on behalf of the City of Port Orange, Florida, a chartered municipal corporation, and who [] are personally known to me.

Notary Public, State of Florida at Large
Printed Name, Commission, Seal
And Commission Expiration Date:

Witnesses:

ARTHAUS FOUNDATION, INC.
A Florida Non-Profit Corporation

Signature

By: _____
Name: Ron Nowwiskie
Title: President

Printed Name

Attest:

Signature

Printed Name

Name: Laurie G. Ring
Title: Executive Director

(Witnesses as to Both)

Dated Signed: _____, 2016.

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Ron Nowwiskie and Laurie G. Ring, the President and Executive Director, respectively, who are duly authorized to execute the foregoing instrument in their representative capacity on behalf of ArtHaus Foundation, Inc., a Florida non-profit corporation, and who ☐ are personally known to me, or ☐ have produced governmental agency issued identification.

Notary Public, State of Florida at Large
Printed Name, Commission, Seal
And Commission Expiration Date:



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/21/2016

Consent item: Yes

SUBJECT: National Night Out

DEPARTMENT: Police Services

GOAL: N/A

OBJECTIVE: N/A

RECOMMENDED MOTION: Move to approve the use of City Center Circle for National Night Out Against Crime on August 2, 2016.

SUMMARY: The Port Orange Police Department is requesting use of the City Center Circle from City Center Drive to City Center Boulevard for a National Night Out Against Crime event to be held on August 2, 2016. This is a national event to promote Police/Community partnership. The event would be from 11:30 am to 9:00 pm.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

Debbie Grabowski	Created/Initiated - 05/26/2016
Thomas Grimaldi	Approved - 05/26/2016
Susan Lovallo	Approved - 05/31/2016
M. Jake Johansson	Final Approval - 06/16/2016



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/21/2016

Consent item: Yes

SUBJECT: Council on Aging License Agreement

DEPARTMENT: Parks & Recreation

GOAL:

OBJECTIVE:

RECOMMENDED MOTION: Move to approve the License agreement and authorize the Mayor and City Clerk to execute the documents.

SUMMARY: For the past 15 years Council on Aging has had limited use of the Adult Activity Center on Ridgewood Avenue, for the purpose of delivering meals as well as serving as a host dining site for seniors in our community. There has never been a formal contract just a memo of understanding between the two groups. Council on Aging has been a great partner and they provide a much needed service to our senior population. Attached for your review is the License Agreement. The agreement requires payment of \$125 per month, insurance and a five year term.

Project No.: Funding Account No.: 001-0000-362.30-00

ATTACHMENTS:

1.	License Agreement	16COAagreement.pdf
2.	Council on Aging COI	Council on Aging COI.pdf

Susan Lovallo
Susan Lovallo
Matthew Jones
Margaret Roberts
Tracey Riehm
M. Jake Johansson

Created/Initiated - 05/18/2016
Approved - 05/18/2016
Approved - 06/01/2016
Approved - 06/16/2016
Approved - 06/16/2016
Final Approval - 06/16/2016

LICENSE AGREEMENT

THIS **LICENSE AGREEMENT** is made and entered into this _____ day of _____, 20____, by and between **CITY OF PORT ORANGE**, a chartered municipal corporation (as "Licensor") and **COUNCIL ON AGING OF VOLUSIA COUNTY, INC.**, a Florida not-for-profit corporation (as "Licensee") (collectively referred to as the "Parties").

PREMISES

WHEREAS, the Licensor is the owner of real property located at 4790 S. Ridgewood Avenue, Port Orange, FL 32127, Parcel No. 6310-17-01-0010, which includes a 3,000 sq. ft. facility located thereon with a kitchen and small office therein together with parking on the adjacent property to the West – Parcel No. 6310-17-01-0060 (Sometimes collectively referred to herein as "Property" or "Licensed Premises"); and

WHEREAS, Licensee desires to obtain from Licensor a license or permission to operate its Meals on Wheels Nutrition Program at the Property; and

WHEREAS, the Licensee's mission is to promote healthy, independent living through caring and compassionate services; and

WHEREAS, the Licensor recognizes this mission as serving a significant public purpose; and

WHEREAS, the Parties hereby warrant to each other that each has full power and authority to enter into this License Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. The Licensor hereby grants to Licensee a license to enter upon and to utilize the Property, which includes a 3,000 sq. ft. facility located thereon with a kitchen and small office therein, for the operation of Licensee's Meals on Wheels Nutrition Program for the period herein stated and subject to the terms and conditions herein contained.

2. The Licensee's use of the Licensed Premises shall be limited to Monday through Friday each week from 8:00 a.m. to 1:00 p.m. The Licensee shall have limited access to the kitchen area only on Saturday each week for food delivery and storage. However, no activities may be conducted on City observed holidays.

3. The license granted by this License Agreement shall commence on the 1st day of January, 2016, and shall end on the 31st day of December, 2021, unless terminated or otherwise modified in accordance with the provisions specified herein.

4. Licensee agrees to pay Licensor, as compensation for this Agreement, for the period aforesaid, a monthly rate of ONE HUNDRED TWENTY-FIVE DOLLARS AND 00/100 (\$125.00).

5. In addition to the compensation above mentioned, Licensee agrees to pay all federal, state, and local taxes on the licensed premises and arising out of the operation of the licensed premises, if any, when they become due.

6. Licensee shall be responsible for cleanup each day the Licensed Premises is used by the Licensee and shall complete cleanup within the time reserved under this License Agreement. The Licensed Premises shall be returned to the Licensor in the same or substantially similar condition as it was licensed to the Licensee after each day of use. Licensee may store a computer in the office area for its exclusive use, and shall be responsible for acquiring its own cable, telephone, and internet utilities directly from the applicable provider.

7. Either party may terminate this License Agreement upon giving thirty (30) days prior written notice to the other party, after which time this License Agreement shall be of no force and effect. Upon termination by either party, the Licensor shall have the option of requiring all the Licensee's personal property be removed or abandoned in place by the Licensee by the date of termination. If the Licensee terminates this Agreement or otherwise fails to remain in good standing and in compliance with this Agreement, the Licensor may take possession or dispose of any and all personal property remaining at or on the property and shall not be liable for taking possession or disposing of any personal property left by the Licensee beyond the date of termination. All costs and expenses of the Licensor resulting from the disposal of personal property in accordance with this section, including administrative expenses, attorney's fees and costs, and expenses incurred shall be chargeable to the Licensee and assessed by the Licensor.

8. The Licensee acknowledges the legal title of the Licensor to the Property described herein and agrees never to deny such title or to claim title in the Licensee's name. This license is personal to Licensee and shall not inure to the successors or assigns of the Licensee. The rights, privileges and permission granted herein shall not be assignable by Licensee in whole or in part.

9. Licensee shall exercise the rights, privileges and permission granted herein at the Licensee's own risk. The Licensee shall not claim any damages from the Licensor for any injuries or damages in connection with or on account of the exercise of such rights, privileges or permission, the condition of the Licensor's Property, or the use of the Property. The Licensor shall not be liable to the Licensee if for any reason the Licensee's use of the Property is hindered or disturbed.

10. Licensee assumes all risk in the operation of this Agreement and shall be solely responsible and answerable in damages for all accidents or injuries to persons or property, and hereby covenants and agrees to indemnify and save harmless Licensor, the members of the City Council and Licensor's officers, employees and agents from any and all claims, suits, losses, damage or injury to persons or property of whatsoever kind and nature, whether direct or indirect, arising out of the operation of this License Agreement or the carelessness, negligence or improper conduct of Licensee or any of Licensee's servants, agents or employees, and including, but not limited to employment or personnel matters or disputes, which responsibility shall not be limited to the insurance coverage herein provided for. This indemnity and hold harmless provision shall survive the expiration or termination of this License Agreement.

11. Licensee shall procure at its own cost and expense such public liability insurance as will protect Licensee, Licensor, the members of the City Council and Licensor's officers, employees and agents from any claims, fees, costs and losses for damages to the Property caused by the Licensee and for personal injuries, including death, which may arise from the operation of the licensed premises by Licensee. Policies and certificates of insurance shall be delivered to the City Manager with satisfactory evidence of fully-paid premiums, before the commencement of any operations by Licensee. All policies of any nature shall be subject to approval of the City Manager, or his or her designee, for adequacy and form of protection.

Limits of Liability

Licensee shall secure a Comprehensive General Liability policy with minimum limits as follows:

\$1,000,000. Each Occurrence and Aggregate - Bodily Injury and Property Damage Coverage to Include:

Premises and Operations
Personal Injury - A.B.C.
Blanket Contractual Liability

Licensor shall be specifically named as an additional insured on these policies and the policies shall specifically contain a provision requiring a THIRTY (30) day cancellation or modification notification in writing to Licensor. Failure to maintain said policies shall be cause for termination of this Agreement by Licensor.

12. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail or in person as follows:

Licensor: City of Port Orange
% City Manager
1000 City Center Circle
Port Orange, Florida 32129

Licensee Council on Aging of Volusia County, Inc.
 % Sharon Mock
 PO BOX 671
 Daytona Beach, Florida 32115

13. This License Agreement shall not be recorded in the public records of Volusia County, Florida.

14. This License 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 of an executed copy of this License Agreement shall be deemed valid as if an original signature was delivered.

15. This License Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This License Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement on the respective dates below.

WITNESSES:

Printed Name: _____

Printed Name: _____

Printed Name: _____

Printed Name: _____

LICENSOR

CITY OF PORT ORANGE, FLORIDA
a chartered municipal corporation

By: _____
Allen Green, Mayor

Attest: _____
Robin Fenwick, CMC, City Clerk

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by Allen Green and Robin Fenwick, the Mayor and the City Clerk, respectively, duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who [] are personally known to me, or [] have produced _____ as identification.

Notary Public, State of Florida at Large
Print or type or affix stamp with notary name, Commission and expiration date

WITNESSES:

LICENSEE

Council on Aging of Volusia County, Inc.
a Florida Not-for-Profit Corporation

Terry Karol
Printed Name: Terry Karol

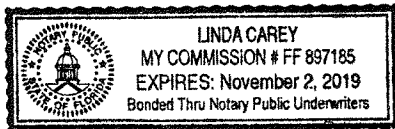
By: *Sharon Mock*
Sharon Mock, President

Charly Porciatowski
Printed Name: Charly Porciatowski

Date: 4/29/2016

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 29th day of April, 2016, by Sharon Mock, President, duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of **Council on Aging of Volusia County, Inc.**, a Florida Not-for-Profit Corporation, and who ☒ is personally known to me, or ☐ has produced _____ as identification.



Linda Carey

Notary Public, State of Florida at Large

Print or type or affix stamp with notary name, Commission and expiration date



CERTIFICATE OF LIABILITY INSURANCE

COUNCIL-1 OP ID: LE

DATE (MM/DD/YYYY)

04/04/2016

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

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

PRODUCER Brown & Brown of Florida, Inc. Daytona Beach Office P.O. Box 2412 Daytona Beach, FL 32115-2412 Chris Tolland		CONTACT NAME: JESSICA TRUSZKOWSKI PHONE (A/C, No, Ext): 386-252-9601 FAX (A/C, No): 386-239-5729 E-MAIL ADDRESS: JTRUSZKOWSKI@BBDAYTONA.COM		
INSURED COUNCIL ON AGING OF VOLUSIA COUNTY, INC. ATTN TERRI KAROL PO BOX 671 DAYTONA BEACH, FL 32115		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Philadelphia Indemnity Ins Co		18058
		INSURER B: Comp Options Ins Co		10834
		INSURER C: Travelers Cas & Surety Co of		19038
		INSURER D:		
		INSURER E:		
		INSURER F:		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ PROFESSIONAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:		PHPK1400668 1MIL/2MIL	10/01/2015 10/01/2015	10/01/2016 10/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		PHPK1400668	10/01/2015	10/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		PHUB516601	10/01/2015	10/01/2016	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
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/A	CWC1013616	04/01/2016	04/01/2017	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	CRIME		105687408	10/01/2015	10/01/2016	EMPL DISH 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CITYP-9

CITY OF PORT ORANGE
4790 RIDGEWOOD AVENUE
PORT ORANGE, FL 32127

CANCELLATION

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

REQUESTED COUNCIL MEETING DATE 06/21/2016

Consent item: Yes

SUBJECT: First Amendment and Renewal to the Hunting Lease for Smokey Hunt Club, Inc.

DEPARTMENT: City Manager

GOAL: 2 - Quality of Life

OBJECTIVE: N/A

RECOMMENDED MOTION: Move to approve the First Amendment and Renewal to the Hunting Lease for Smokey Hunt Club, Inc. and authorizing the Mayor and City Clerk to execute the amended and renewed lease.

SUMMARY: This item was originally approved by Council on March 15, 2016. Prior to that time City staff presented the proposed language to Volusia County who agreed with the language. After the City voted on this amendment and sent it to the County, County staff revised their approval and requested language changes. While there are no substantive changes from the previous version, there is one section staff would like to point out.

Section 2 "Lease Term" now indicates that this extension is an option that was included in the original lease in 2011. While this has always been the case, this version explicitly indicates that this is just an extension of the original lease and not a new lease.

This hunting lease is an agreement between the City of Port Orange, the County of Volusia and the Smokey Hunt Club, Inc. The original lease was dated August, 2011 and the term was for 5 years, ending on July 31, 2016. The original agreement includes the ability to extend the agreement for 5, one year intervals.

The renewal and amendment include the following changes: (1) Amendment Effective March 31, 2016; (2) Includes recognition of the Port Orange Police Department shooting range; (3) Restricts hunting in the area near the shooting range during long range live fire training; (4) Establishes official lines of communication between the City, County and Hunt Club regarding the schedule of live fire trainings; (5) Removes areas from the lease that are no longer accessible for hunting by the Hunt Club; (6) Adds additional hunting area near the reclaimed lakes; and (7) Memorializes limitations on types of hunting in certain locations. The renewal is Effective August 1, 2016 - July 31, 2017 and increases the rent per acre based on the language in the original lease agreement.

After the City has approved this amendment and renewal, staff will forward the signed copy to Volusia County who must approve as well.

Project No.: Funding Account No.: 420-0000-362.00-00

ATTACHMENTS:

1.	Hunting Lease to Smokey Hunt Club	Hunting Lease for Smokey Hunt Club, Inc..pdf
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Alan Rosen
Tracey Riehm
Margaret Roberts
M. Jake Johansson

Created/Initiated - 06/09/2016
Approved - 06/14/2016
Approved - 06/16/2016
Final Approval - 06/16/2016

HUNTING LEASE

This Hunting Lease Agreement ("Lease") is made and entered into as of this ____ day of _____, 2016, by and between the COUNTY OF VOLUSIA, a political subdivision of the State of Florida, whose mailing address is 123 West Indiana Avenue, DeLand, Florida 32720 ("County"), and the CITY OF PORT ORANGE, a municipal corporation, whose mailing address is 1000 City Center Circle, Port Orange, Florida 32119 ("City") (the City and County are hereinafter collectively called the "Managing Agencies" for the lands described in paragraph 1 below), and SMOKEY HUNT CLUB, INC., a Florida corporation, whose mailing address is 840 Gray Road, Cocoa, Florida 32926 ("Lessee").

1. Burdened Premises.

- A. *Lease Area.* Subject to the terms and conditions set forth in this Lease, Managing Agencies doe hereby grant to Lessee this Lease and the right to use the Burdened Premises ("Premises") for recreational, non-commercial hunting and fishing in strict accordance with the laws of the State of Florida and the United States of America, as may be found upon and harvested from the following Lease Area as described in Exhibit "A" attached hereto (hereinafter the "Premises").
- B. *Scheduled Hunt Area.* Managing Agencies have designated a portion of the Premises, as described in Exhibit "B" attached hereto, as a "Scheduled Hunting Area." The Scheduled Hunt Area will be restricted periodically subject to those rules and regulations set forth in sub-paragraph 5.C herein.
- C. *Primitive Hunt Area.* Managing Agencies have designated a portion of the Premises, as described in Exhibit "C" attached hereto, as a "Primitive Hunting Area." The Primitive Hunt Area is subject to those rules and regulations set forth in sub-paragraph 5.D herein.

- 2. Lease Term. Unless sooner canceled as hereinafter provided, the term of this Lease shall commence August 1, 2011 and terminate on July 31, 2016. The parties mutually agree to extend term of this Lease by one (1) year commencing on August 1, 2016 and terminating on July 31, 2017, as per the parties' original agreement to extend annually in one year increments for up to five (5) additional years.
- 3. Rent. Lessee shall pay to the Managing Agencies an annual rent of One Hundred Five Thousand One Hundred Ninety-Two and 27/100 (\$105,192.27) Dollars ("Rent"), or such greater or lesser amount as determined herein. Rent shall be paid on or before the first day of July of every year over the term of this Lease.

It is the understanding of the Parties that the Rent shall be computed at the rate specified in Exhibit "D" attached hereto and incorporated herein.

If any land is subsequently excluded from this Lease by sale, conveyance, or partial cancellation, the Rent shall be adjusted accordingly and the Lessee shall receive a pro rata refund for any Rent that has been paid in advance for the portion excluded. Any said refund shall be determined by the Managing Agencies, based on the ownership of the land. A determination of this amount shall be made by prorating any prepaid Rent on a daily basis at the Lease term rate specified in Exhibit "D" herein for each acre excluded from the Lease.

Increases in the Rent may be adjusted commencing at the first renewal period beginning August 1, 2021, based on the cumulative increase in the Consumer Price Index (CPI) for the Southern States between January 1, 2016 and December 31, 2020.

4. **On-Site Management.** The Port Orange City Forester and the County of Volusia Land Manager shall be designated to oversee Lease activities on-site. The revenue shall be paid to the County of Volusia and to the City of Port Orange based on the total acreage of the wholly owned and jointly owned lands held by the respective Managing Agencies.

5. **Acceptance and Use of Premises.**

- A. *Acceptance and Use.* It is understood that the Premises consists of mostly undeveloped and untamed land, and the Lessee has had an opportunity to inspect the Premises and accepts the Premises in an "as-is" condition, and further, the Lessee understands that hunting is a dangerous activity and that there may be hazards (known and unknown, hidden and observable), including but not limited to, dangers such as holes, cracks, openings in the earth, fence wire, snakes, wells, swamps, brush, and other growth, ponds, harmful plants, wild or poisonous animals, insects, reptiles, unauthorized or careless persons on the land, other hunters, or other risks that may be dangerous and cause injury and/or death and that Lessee assumes all such risks as its own responsibility, without liability or recourse against Managing Agencies, their officers, employees, and agents.

Lessee covenants to use the same in accordance with all applicable laws with respect to the use or occupancy of the property. Lessee agrees to make no illegal, unlawful or improper use of said land. Lessee covenants and agrees to use said Premises for hunting, picnicking and fishing recreation by its members and their guests. Lessee will neither use nor suffer the same to be used for any other purposes. Lessee shall do nothing to interfere in any way with Managing Agencies' use of the Premises for forestry, silviculture, water production, wetland mitigation, prescribed burning, gopher tortoise mitigation, habitat enhancement/restoration and reforestation. The hunting and fishing rights granted to Lessee are on condition that Lessee will so exercise said rights as not to interfere with these stipulated activities upon said lands. All prescribed burning will be conducted under the supervision of Managing Agencies or their designated representatives.

Lessee is expressly prohibited from allowing the operation and use of motorcycles, mopeds and all-terrain vehicles on any part of the Premises for racing or contests of any type. Such vehicles may be used by Lessee's members and their guests for purposes of transportation around the Premises so long as they are used in a manner not to cause damage within the Premises.

Lessee shall not conduct any activity or use the Premises in any way inconsistent with any and all provisions of the Port Orange Mitigation Bank, as authorized under SJRWMD permit number 4-127-64024-1 and U.S. Army Corps of Engineers permit number 2003-7849, and upon notice to Lessee, in accordance with any permit issued subsequent to this lease.

No timber, plants, minerals, sand or forest products may be removed from the Premises by Lessee without the express written consent of Managing Agencies, excluding legal game and fire wood for camp fires. Excavation, chopping, and clearing are prohibited without the express written consent of Managing Agencies. Grading and road repair shall be allowed, within the road area previously disturbed.

- B. *Construction, Alteration, and Improvements.* Lessee shall not construct any improvements on the Premises without the written consent by Managing Agencies. If such construction is approved by Managing Agencies, Lessee covenants that it shall promptly pay any material man or contractor performing any work upon the Premises and covenants and agrees to hold Managing Agencies harmless for any obligation or expense therein. Lessee may make such additions and improvements to the Premises as are first approved in writing by the Managing Agencies. All

such improvements shall be at the sole expense and risk of Lessee and be in compliance with all applicable land development, zoning, building and other laws, ordinances and codes. In the event of the termination of this Lease for any reason, the Lessee shall have thirty (30) days thereafter to remove any improvements and/or alterations it has placed upon the Premises. Any such Lessee improvements or alterations not so removed shall become the property of the Managing Agencies with no obligation to compensate the Lessee therefor.

- C. *Scheduled Hunt Area.* Lessee shall not use or access the Scheduled Hunt Area on weekdays (Monday through Friday) and on days when the Port Orange Police Department Shooting Range has scheduled long range firearms training. City shall provide Lessee with periodic schedules, via electronic mail, of the City's use of the Shooting Range for long range firms training ("Schedule"). Lessee shall confirm receipt of the Schedule by return confirmation to the City via electronic mail. Lessee shall coordinate and distribute the Schedule to all members for notice of the times for permitted use within the Scheduled Hunt Area. No hunting shall occur within the Scheduled Hunt Area except as authorized herein and by the Schedule.
6. **Release and Indemnification.** As further consideration for the rights and privileges granted herein, Lessee agrees to the following:
- A. *Release.* That although Managing Agencies may have a greater knowledge of the Premises than Lessee, that it is impracticable and virtually impossible for Managing Agencies to list and/or to physically show Lessee each and every potential hazard on the Premises and Lessee enters onto said Premises despite same and at Lessee's own risk and without liability to Managing Agencies, their officers, employees, and agents.
- B. *Indemnification.* Lessee agrees to release, defend, indemnify and hold harmless Managing Agencies, its officers, employees and agents, from and against any and all liability, claims, fines, settlements, damages, demands, suits or causes of action of whatsoever nature, including but not limited to reasonable attorneys' fees, arising out of bodily injury to, illness or death of any person, including Lessee's members, damage to property of any person, legal entity, or third party, in any occurrence incident to or arising out of or relating to this Lease or any activities occurring upon the Premises, whether by Lessee or otherwise; the performance or non-performance by Lessee of its obligations hereunder; a breach of any term, provision or warranty contained in this Lease; or any violation of any laws, regulations, statutes, or ordinances related to Lessee's obligations or performance hereunder.
- C. *Members and Guests.* All members, guests and invitees of Lessee entering the Premises for any purpose shall, before entering, sign an agreement, the form of which is attached hereto as Exhibit "E", agreeing to comply with the terms of this Lease and to indemnify and hold harmless Managing Agencies against any and all claims, demands, causes of action, suits or judgments and all expenses and fees incurred in collection therewith for death or injuries to persons, or loss or damage to property, arising out of or in any manner connected with the occupancy or use of the premises by such member, guest or invitee of the Lessee. In the event of any such claim, demand or suit, notice shall promptly be given to the Managing Agencies and the Managing Agencies shall have the right to defend or settle the same in its discretion. This release shall further provide that the member, guest or invitee relinquishes and releases all claims of every nature which he or his heirs, successors or assigns shall have arising out of any occurrence upon or related to the premises. Each signature on the agreement shall be notarized.

D. Insurance. Lessee agrees to purchase and maintain, at its expense, public liability insurance, insuring Managing Agencies and Lessee against claims for bodily injury, personal injury and property damage, with limits of not less than One Million (\$1,000,000.00) Dollars per occurrence for damage occurring to any person or property upon or about the Premises during the Lease term, and further agrees that Managing Agencies shall be named as an additional insured in such policy as it may apply to the real property herein described. The coverage and form of said insurance policy must be satisfactory to Managing Agencies. All insurance policies provided for in this Lease shall contain a provision that the policies cannot be canceled without thirty (30) days written notice to Managing Agencies and all such insurance shall be affected under enforceable policies issued by insurers of recognized responsibility, licensed to do business in the State of Florida. At least fifteen (15) days prior to the expiration date of any policy, the original renewal policy for such insurance shall be delivered by Lessee to Managing Agencies. Within fifteen (15) days after the premium on any policy shall become due and payable, Managing Agencies shall be furnished with satisfactory evidence of its payment. Lessee shall provide Managing Agencies with a complete copy of the insurance policy in force during any period of this Lease.

7. **Assignment and Subletting.** Lessee may not assign this Lease or sublet any part of the Premises.

8. **Termination.**

A. Managing Agencies may terminate or cancel this Lease for a violation of its terms by Lessee, a member of the Lessee, or a guest of a member.

B. Managing Agencies shall individually have the discretionary right to terminate and cancel this Lease for any reason upon providing the Lessee written notice at least ninety (90) days prior to the noticed termination date. In the event that Managing Agencies terminate the Lease for reasons not related to a violation of the Lease by Lessee, then Managing Agencies shall prorate the Rent and the annual period of the Lease. Managing Agencies shall return the prorated portion of the Rent in the amount representing the annual period cancelled.

C. Lessee may terminate this Lease if by reason of a sale of a portion of the Premises the remainder of the Premises will no longer serve the Lessee's intended purpose.

D. To exercise the above options: the party shall give written notice to the other which notice shall specify the reason or reasons for the exercise of the option.

E. Cancellation or termination under this Paragraph 8 shall become effective sixty (60) days after the mailing of the notice of termination.

F. In the event of termination under this Paragraph 8, any unearned Rent shall be refunded to the Lessee in accordance with the terms of Paragraph 3, but no compensation shall be payable by Managing Agencies for any improvements made by the Lessee.

9. **Termination in the Event of Sale.** In the event either of the Managing Agencies enters into a contract to sell all or any part of the Premises, the Managing Agencies shall promptly advise Lessee thereof in writing and, upon the closing of the sale, this Lease shall terminate as to the portion of the Premises which is sold unless the buyer of the property assumes the Lease. In the event of termination under this Paragraph 9, any unearned Rent shall be refunded to the Lessee in accordance with the terms of Paragraph 3 but no compensation shall be payable by Managing Agencies for any improvements made by the Lessee.

10. **Default by Lessee.** The failure of Lessee to pay any of the sums herein provided or to keep, fulfill and perform any or the terms and provisions of the Lease on its part to be kept and performed, time being of the essence hereof, shall constitute a breach of this Lease at the option of Managing Agencies, so as to terminate all rights, privileges and interests of the Lessee herein. With respect to default of any of the provisions of this Lease by the Lessee, except for nonpayment, Managing Agencies shall provide to Lessee written notice of any breach of the Lease term(s) and or condition(s) and Lessee shall have thirty (30) days to correct the condition, or commence and diligently pursue corrective action if the condition cannot be corrected in thirty (30) days. Failure of Lessee to complete the correction within a reasonable time as determined by Managing Agencies shall constitute a breach of this Lease.

In the event of a breach of this Lease, Lessee will pay to Managing Agencies all costs and other expenses, including reasonable attorneys' fees, which may be incurred by Managing Agencies in enforcing their rights hereunder, together with such other actual damages as Managing Agencies may actually sustain by reason of said breach, and Managing Agencies may, in such event, declare the term ended and may reenter and take possession of the Premises. All rights, remedies and privileges of Managing Agencies shall be cumulative, and in the event of a breach, the election or enforcement of one or more shall not be deemed to be a waiver of any or all others.

11. **Quiet Enjoyment and Right of Use.** Managing Agencies covenant that, if Lessee shall pay and otherwise perform all of the agreements herein, Lessee shall peaceably and quietly have, hold, possess and use the Premises for and during the term hereof without any hindrance by Managing Agencies. Managing Agencies shall have the right of ingress and egress to, from, and upon the Premises for all purposes necessary to their full, quiet enjoyment of the rights conveyed herein. Managing Agencies shall have the right to enter and occupy the Premises for all purposes necessary to meet their designated responsibilities, including protection of the Premises. Managing Agencies shall have authority and shall, through their agents, officers and employees, take all reasonable measures to provide security against property damage, property degradation, and unauthorized uses or any use thereof not in conformance with this Lease. Lessee acknowledges that Managing Agencies may grant other persons, organizations, or entities the right to use the Premises for any purpose, other than hunting.
12. **Notices.** All notices required or permitted shall be in writing and mailed by Certified United States Mail, postage prepaid, return receipt requested, addressed to the other party at the address as stated herein, or to such other address as any party may designate by notice complying with the details of giving notice. Each such notice shall be deemed delivered on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable.
13. **Hunting.** This Lease specifically grants to Lessee full hunting and fishing privileges on the Premises. The hunting and fishing privileges herein granted are to be exercised in strict accordance with the laws of the State of Florida and the United States of America, and the rules and regulations of the Florida Fish and Wildlife Conservation Commission ("FWCC"), or any other duly constituted body having authority to make rules and regulations pertaining to the hunting, taking or catching of game birds, game animals and fish. Hunting seasons will coincide with those established by the FWCC. Harvesting records will be maintained noting kill date, weight, condition, and sex of each animal harvested. This data will be included with each annual report submitted to Managing Agencies. Should wildlife populations decrease, the allowable take will be adjusted to maintain healthy populations.

14. **Hunting Rules and Regulations.** At a minimum, Lessee's hunting rules and regulations shall encompass the following:

- A. *Dogs.* Dogs will not be allowed other than for bird hunting until the opening of dog season. All dogs shall be vaccinated for rabies prior to being brought onto the Premises and shall display valid rabies tag at all times.
- B. *Hunt Club Membership.* Membership will be limited to a maximum of one member for every one hundred seventy-five (175) acres of the Premises. Membership applications will require the applicant to fill out a questionnaire of whether he/she has ever been charged or convicted of any violation of any laws, rules or regulations of the Florida Fish and Wildlife Conservation Commission or its predecessors or successors, or any violation of any law, rule, ordinance or regulation related to hunting, wildlife preservation, fishing, or game laws. A sample Membership Application is attached as Exhibit "F" hereto. Lessee will use this information for denial or approval of membership. When granting membership, Lessee shall not discriminate as prohibited by federal, state and local laws.
- C. *Guests.* Members can only have one (1) guest at a time, per day, and no hunting guest shall be allowed to hunt more than a total of six (6) days per season. All guests will be required to sign liability releases as referenced in sub-paragraph 6.C., above, and this is the responsibility of the member and must be witnessed by the member. Lessee shall provide Managing Agencies with copies of its membership list and its rules and regulations, which shall be updated on an annual basis.
- D. *General Rules and Restrictions.* Lessee, its members and their guests, shall comply with the following hunting rules and restrictions within the Premises.
 - 1. Hunter orange must be worn during deer season. This is during the deer season only, not in bow or spring gobbler season.
 - 2. Turkey beards must be retained for sex evidence in spring gobbler season.
 - 3. All game, deer, turkey, and hogs are required to be weighed, photographed, sex identified and condition measured and recorded on game harvest reports. The game harvest reports [prepared by hunt club – submitted to FWCC] will be submitted to the Managing Agencies and the Wildlife Biologist after each hunting season for review and to determine if the populations are sustainable and healthy.
 - 4. No hunting or discharging of a firearm or primitive weapon on or across any road, or in the vicinity of any occupied shelter or structure at any time; this includes any well building, utility pump house, storage facility, control unit, or any building or facility where employees or contractors of the Managing Agencies may be working or might possibly be entering or exiting, any day of the week at any time.
 - 5. Hunting access will be limited to existing major roads within the Primitive Hunt Area. Fire lanes and trails are closed to vehicular access and all-terrain vehicles are not permitted off the existing roads.
 - 6. A buffer zone has been established within the boundaries of the Premises:
 - a. No hunting within three hundred (300') feet of the perimeter boundary of the Premises.

- b. Hunting is restricted to primitive weapons and shot guns within one thousand three hundred twenty (1320') feet of the no hunting perimeter described above. For identification purposes, the Florida Power & Light easement closely defines the three hundred (300') feet primitive weapons/archery-only buffer zone on a portion of the Premises along the eastern boundary line.
7. Feral hog hunting will be open [to take] year round by trapping and modern gun, subject to those hunting restrictions stated herein.
15. **Care of Premises.**
- A. *Maintenance.* Lessee shall, at its sole expense, keep and maintain all fences and gates in their present condition or as subsequently repaired or replaced by Managing Agencies.
- B. *Safeguarding.* The Lessee will provide oversight and reasonable patrolling of the leased premises in order to exclude trespassers; observe and report to the Managing Agencies any and all trespass occurrences; and be on the lookout at all times for any fire which may occur on the premises. In the event of a fire on the premises, the Lessee or any of its members having knowledge of the fire will immediately notify the Managing Agencies, the State Forestry Service and such other governmental agencies as may be able to afford assistance.
16. **Right of Entry.** Managing Agencies, their agents, officers and employees, may at any time enter the Premises for the purpose of inspecting the same or showing the Premises, or portions thereof, to prospective buyers, and shall have the right to use the Premises for any purpose not inconsistent with this Lease. Lessee shall give to Managing Agencies keys to all locks installed by Lessee.
17. **Successors and Assigns.** This Lease shall be binding upon and inure to the benefit of the successors and assigns of Managing Agencies. Lessee shall execute this Lease in triplicate, and upon execution by all Parties any of the three may be considered an original. Each member, guest or invitee of Lessee who is permitted to use the Premises shall agree to be bound by the terms of this Lease, which the Lessee is obligated to perform.
18. **Severability.** In the event one or more clauses of this Lease are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the Lease.
19. **Force Majeure.** No party to this Lease shall be liable for non-performance of any obligation herein if such non-performance is caused by Force Majeure. "Force Majeure" means an unforeseeable cause beyond the control of and without the negligence of the party claiming Force Majeure, including but not limited to fire, flood, acts of God, war, acts of terrorism or other unforeseeable accidents.
20. **Recording.** This Lease shall not be recorded. If it is recorded, the Lessee shall, upon demand, execute and deliver a quitclaim deed to Managing Agencies. If Lessee fails to do so, Lessee shall pay all expenses of a suit to expunge the Lease from the public records, including reasonable attorneys' fees.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Lease, by and through their duly authorized representatives, on the respective dates below.

Witnesses:

Printed Name

Printed Name

Attest:

James T. Dineen
County Manager

City of Port Orange, a municipal corporation

By: _____
Allen Green, Mayor

Attest:

Robin L. Fenwick, CMC, City Clerk

Date: _____

County of Volusia, a political subdivision of the
State of Florida

By: _____
Jason P. Davis
County Chair

Date: _____

Smokey Hunt Club, Inc., a Florida corporation

Witnesses:

Printed Name

Printed Name

By: _____

Attest: _____

Date: _____

EXHIBIT "A"

LEASED PREMISES

PORTIONS OF TOWNSHIP 16 SOUTH, RANGE 32 EAST; TOWNSHIP 16 SOUTH, RANGE 31 EAST; AND TOWNSHIP 17 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, AS FOLLOWS:

A PORTION OF SECTION 17, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SECTION 18, TOWNSHIP 16 SOUTH, RANGE 32 EAST AND SECTION 13, TOWNSHIP 16 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE INTERSECTION OF THE EAST LINE OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 17 AND NORTHERLY RIGHT OF WAY LINE OF SHUNZ ROAD, A 200 FOOT RIGHT OF WAY AS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 2537, PAGE 1319, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS THE POINT OF BEGINNING, RUN SOUTH $01^{\circ}09'24''$ EAST, ALONG SAID EAST LINE, 2229.85 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 17; THENCE SOUTH $89^{\circ}36'00''$ WEST ALONG THE SOUTH LINE OF SAID SECTION 17, A DISTANCE OF 2652.78 FEET TO THE SOUTH $\frac{1}{4}$ CORNER OF SAID SECTION 17; THENCE SOUTH $89^{\circ}34'03''$ WEST, ALONG THE SOUTH LINE, 2653.58 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 18; THENCE SOUTH $88^{\circ}51'25''$ WEST ALONG THE SOUTH LINE OF SAID SECTION 18, A DISTANCE OF 2664.69 FEET TO THE SOUTH $\frac{1}{4}$ CORNER OF SAID SECTION 18; THENCE SOUTH $89^{\circ}42'03''$ WEST ALONG SAID SOUTH LINE, 2665.19 FEET TO THE SOUTHEAST CORNER OF SECTION 13; THENCE SOUTH $89^{\circ}11'48''$ WEST ALONG THE SOUTH LINE OF SAID SECTION 13, A DISTANCE OF 1535.55 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF INTERSTATE 4 (S.R. 400), A 300 FOOT RIGHT OF WAY; THENCE NORTH $39^{\circ}51'26''$ EAST ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: NORTH $39^{\circ}51'26''$ EAST, 4391.35 FEET; NORTH $82^{\circ}07'51''$ EAST, 371.65 FEET; NORTH $39^{\circ}51'26''$ EAST, 400.00 FEET; NORTH $02^{\circ}24'59''$ WEST, 371.65 FEET; NORTH $39^{\circ}51'26''$ EAST, 1651.56 FEET TO THE NORTH LINE OF SAID SECTION 18; THENCE DEPART SAID SOUTHEASTERLY RIGHT OF WAY LINE, NORTH $88^{\circ}36'48''$ EAST ALONG NORTH LINE OF SAID SECTION 18, A DISTANCE OF 2320.32 FEET TO THE NORTHWEST CORNER OF SAID SECTION 17; THENCE NORTH $89^{\circ}26'55''$ EAST ALONG NORTH LINE OF SAID SECTION 17, A DISTANCE OF 1158.89 FEET; THENCE DEPART SAID NORTH LINE SOUTH $01^{\circ}09'14''$ EAST, 3101.62 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID SHUNZ ROAD AND THE BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 2100.00 FEET, A CENTRAL ANGLE OF $11^{\circ}01'48''$ AND A CHORD BEARING OF NORTH $83^{\circ}12'24''$ EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 404.27 FEET; THENCE NORTH $88^{\circ}43'18''$ EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE, 2218.74 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 5100.00 FEET AND A CENTRAL ANGLE OF $04^{\circ}53'20''$; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 435.17 FEET; THENCE SOUTH $86^{\circ}23'22''$ EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, 1051.53 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH:

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 11, A PORTION OF THE WEST $\frac{1}{2}$ OF SECTION 14, A PORTION OF THE SOUTH $\frac{1}{2}$ OF SECTION 15, AND A PORTION OF THE SOUTH $\frac{1}{2}$ OF SECTION 16, ALL BEING IN TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF BEGINNING COMMENCE AT THE SOUTHWEST CORNER OF SECTION 11, THENCE ALONG THE WEST LINE OF SAID SECTION 11 RUN N $03^{\circ}22'05''$ W, A

DISTANCE OF 1391.99 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SHUNZ ROAD (A 200 FOOT RIGHT OF WAY); THENCE ALONG SAID SOUTHERLY LINE N 88°45'25" E, A DISTANCE OF 1459.81 FEET TO A POINT ON THE WESTERLY PRESCRIPTIVE RIGHT OF WAY LINE OF TOMOKA FARMS ROAD (AS RECORDED IN MAP BOOK 1, PAGES 23 THROUGH 39 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA); THENCE ALONG SAID WESTERLY PRESCRIPTIVE RIGHT OF WAY LINE THE FOLLOWING 45 COURSES AND DISTANCES; S 18°10'45" E, A DISTANCE OF 58.46 FEET; THENCE S 18°03'52" E, A DISTANCE OF 200.00 FEET; THENCE S 18°27'56" E, A DISTANCE OF 100.00 FEET; THENCE S 18°24'30" E, A DISTANCE OF 100.00 FEET; THENCE S 17°50'07" E, A DISTANCE OF 100.00 FEET; THENCE S 17°57'00" E, A DISTANCE OF 100.00 FEET; THENCE S 18°03'52" E, A DISTANCE OF 200.00 FEET; THENCE S 17°50'07" E, A DISTANCE OF 100.00 FEET; THENCE S 17°32'56" E, A DISTANCE OF 100.00 FEET; THENCE S 23°15'52" E, A DISTANCE OF 100.40 FEET; THENCE S 17°32'56" E, A DISTANCE OF 100.00 FEET; THENCE S 10°42'54" E A DISTANCE OF 100.84 FEET, THENCE S 15°04'04" E, A DISTANCE OF 88.49 FEET; THENCE S 08°53'42" E, A DISTANCE OF 100.10 FEET; THENCE S 08°12'30" E, A DISTANCE OF 100.05 FEET; THENCE S 06°50'02" E, A DISTANCE OF 100.00 FEET; THENCE S 06°56'55" E, A DISTANCE OF 100.00 FEET; THENCE S 06°05'21" E, A DISTANCE OF 800.01 FEET; THENCE S 06°22'32" E, A DISTANCE OF 100.00 FEET; THENCE S 05°48'09" E, A DISTANCE OF 100.00 FEET; THENCE S 06°22'32" E, A DISTANCE OF 100.00 FEET; THENCE S 06°08'47" E, A DISTANCE OF 100.00 FEET; THENCE S 06°36'17" E, A DISTANCE OF 100.00 FEET; THENCE S 05°48'09" E, A DISTANCE OF 100.00 FEET; THENCE S 06°22'32" E, A DISTANCE OF 400.00 FEET; THENCE S 05°48'09" E, A DISTANCE OF 100.00 FEET; THENCE S 06°22'32" E, A DISTANCE OF 100.00 FEET; THENCE S 05°48'09" E, A DISTANCE OF 100.00 FEET; THENCE S 06°22'32" E, A DISTANCE OF 600.00 FEET; THENCE S 05°48'09" E, A DISTANCE OF 100.00 FEET; THENCE S 06°39'43" E, A DISTANCE OF 200.00 FEET; THENCE S 05°48'09" E, A DISTANCE OF 100.00 FEET; THENCE S 05°34'24" E, A DISTANCE OF 100.01 FEET; THENCE S 06°36'17" E, A DISTANCE OF 100.00 FEET; THENCE S 06°56'55" E, A DISTANCE OF 100.00 FEET; THENCE S 06°22'32" E, A DISTANCE OF 100.00 FEET; THENCE S 06°39'43" E, A DISTANCE OF 200.00 FEET; THENCE S 06°22'32" E, A DISTANCE OF 100.00 FEET; THENCE S 06°39'43" E, A DISTANCE OF 200.00 FEET; THENCE S 10°14'17" E, A DISTANCE OF 108.68 FEET; THENCE S 08°35'15" E, A DISTANCE OF 101.12 FEET; THENCE S 16°32'44" E, A DISTANCE OF 200.01 FEET; THENCE S 19°07'23" E, A DISTANCE OF 400.24 FEET; THENCE S 17°24'18" E, A DISTANCE OF 100.00 FEET; THENCE S 14°55'03" E, A DISTANCE OF 75.90 FEET; THENCE DEPARTING SAID PRESCRIPTIVE RIGHT OF WAY LINE RUN THE FOLLOWING 20 COURSES AND DISTANCE ALONG A FENCE LINE; S 88°53'10" W, A DISTANCE OF 514.92 FEET; THENCE S 88°09'06" W, A DISTANCE OF 410.91 FEET; THENCE S 88°34'20" W, A DISTANCE OF 166.19 FEET; THENCE S 87°59'19" W, A DISTANCE OF 330.63 FEET; THENCE S 88°34'57" W, A DISTANCE OF 167.79 FEET; THENCE S 87°45'50" W, A DISTANCE OF 161.70 FEET; THENCE S 88°02'21" W, A DISTANCE OF 330.52 FEET; THENCE S 88°58'14" W, A DISTANCE OF 85.62 FEET; THENCE S 88°05'28" W, A DISTANCE OF 148.69 FEET; THENCE S 87°35'15" W, A DISTANCE OF 94.48 FEET; THENCE S 87°24'39" W, A DISTANCE OF 165.06 FEET; THENCE S 88°53'05" W, A DISTANCE OF 94.15 FEET; THENCE S 88°48'57" W, A DISTANCE OF 1067.37 FEET; THENCE S 83°55'42" W, A DISTANCE OF 138.00 FEET; THENCE S 87°54'50" W, A DISTANCE OF 242.71 FEET; THENCE S 84°59'48" W, A DISTANCE OF 88.03 FEET; THENCE S 88°29'38" W, A DISTANCE OF 328.93 FEET; THENCE S 88°05'05" W, A DISTANCE OF 329.56 FEET; THENCE S 87°31'46" W, A DISTANCE OF 327.03 FEET; THENCE S 00°51'47" E, A DISTANCE OF 37.05 FEET TO A POINT ON THE SOUTH LINE OF AFORESAID SECTION 15; THENCE ALONG SAID SOUTH SECTION LINE S 88°36'04" W, A DISTANCE OF 2667.00 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 15; THENCE ALONG THE SOUTH LINE OF AFORESAID SECTION 16, S 88°18'43" W, A DISTANCE OF 5239.77 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 16; THENCE ALONG THE WEST LINE OF SAID SECTION N 01°54'16" W, A DISTANCE OF 2029.42 FEET TO THE AFOREMENTIONED SOUTHERLY RIGHT

OF WAY LINE OF SHUNZ ROAD; THENCE ALONG SAID RIGHT OF WAY LINE S 87°08'28" E, A DISTANCE OF 2459.30 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2300.00 FEET, A CENTRAL ANGLE OF 15°53'15" AND A CHORD BEARING OF N 84°54'55" E, THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 637.77 FEET; THENCE N 76°58'17" E, A DISTANCE OF 1787.41 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2100.00 FEET, A CENTRAL ANGLE OF 12°34'01" AND A CHORD BEARING OF N 70°41'17" E; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 460.60 FEET TO AN INTERSECTION WITH THE WESTERLY SECTION LINE OF AFORESAID SECTION 15; THENCE ALONG SAID WESTERLY LINE S 00°58'36" E, A DISTANCE OF 673.58 FEET; THENCE DEPARTING SAID SECTION LINE RUN N 88°36'04" E, A DISTANCE OF 2679.80 FEET; THENCE N 88°36'04" E, A DISTANCE OF 2685.82 FEET TO THE EAST LINE OF SAID SECTION 15; THENCE ALONG SAID EAST LINE N 00°55'57" W, A DISTANCE OF 3725.42 FEET TO THE NORTHEAST CORNER OF SAID SECTION 15 ALSO BEING THE SOUTHWEST CORNER OF SAID SECTION 11 AND THE POINT OF BEGINNING;

TOGETHER WITH:

A PORTION OF SECTIONS 10 AND 15, TOWNSHIP 16 SOUTH, RANGE 32 EAST OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF SAID SECTION 15 AS THE POINT OF BEGINNING, RUN S 00°55'57" E, ALONG THE EAST LINE OF SAID SECTION 15, A DISTANCE OF 2707.39 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST ¼ OF SAID SECTION 15; THENCE CONTINUE S 00°55'57" E, ALONG SAID EAST LINE, A DISTANCE OF 1018.03 FEET; THENCE DEPARTING SAID EAST LINE, S 88°36'04" W, PARALLEL TO THE SOUTH LINE OF SAID SECTION 15, A DISTANCE OF 2685.82 FEET TO THE WEST LINE OF SAID SOUTHEAST ¼ OF SAID SECTION 15; THENCE CONTINUE S 88°36'04" W, A DISTANCE OF 2679.80 FEET TO THE WEST LINE OF SAID SECTION 15; THENCE N 00°58'36" W, ALONG SAID WEST LINE, A DISTANCE OF 673.56 FEET TO THE SOUTHERLY LINE OF WILLOW RUN BOULEVARD EXTENSION WEST (A 200 FOOT EASEMENT FOR ROADWAY AND UTILITY PURPOSES AS RECORDED IN OFFICIAL RECORDS BOOK 2806, PAGE 1370 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA) ALSO KNOWN AS SHUNZ ROAD, AND A POINT ON THE ARC OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2100.00 FEET, A CENTRAL ANGLE OF 15°21'08", AND A CHORD BEARING OF NORTH 56°43'44" EAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 562.69 FEET TO THE SOUTH LINE OF THE NORTHWEST ¼ OF SAID SECTION 15; THENCE CONTINUE ALONG SAID ARC, AND SAID EASEMENT LINE, THROUGH A CENTRAL ANGLE OF 08°12'58", A DISTANCE OF 301.13 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE CONTINUE ALONG SAID EASEMENT LINE THE FOLLOWING COURSES AND DISTANCES: N 40°50'13" E, A DISTANCE OF 2976.78 FEET TO THE EAST LINE OF THE AFORESAID NORTHWEST ¼ OF SAID SECTION 15; THENCE CONTINUE N 40°50'13" E, A DISTANCE OF 410.96 FEET TO THE SOUTH LINE OF THE SOUTHEAST ¼ OF SAID SECTION 10; THENCE CONTINUE N 40°50'01" E, A DISTANCE OF 1092.02 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1900.00 FEET, A CENTRAL ANGLE OF 47°55'13", AND A CHORD BEARING OF N 64°47'49.5" E; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1589.09 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N 88°45'25" E, A DISTANCE OF 225.93 FEET TO THE EAST LINE OF SAID SECTION 10; THENCE DEPARTING THE AFORESAID EASEMENT LINE, S 03°22'05" E, ALONG THE EAST LINE OF SAID SECTION 10, A DISTANCE OF 1391.99 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH:

THE WEST ONE HALF (W½) OF SECTION 22, TOWNSHIP 16 SOUTH, RANGE 32 EAST, EXCEPT, BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 22, TOWNSHIP 16 SOUTH, RANGE 32 EAST RUN S 00°22'38" E ALONG THE EAST LINE OF THE NORTHWEST ONE QUARTER OF SAID SECTION 22 A DISTANCE OF 2613.69 FEET TO A ¾ INCH IRON PIPE; THENCE RUN N 01°13'33" W ALONG THE WESTERLY MONUMENTED SUBDIVISION LINE OF TOMOKA FARMS, A PLAT AS RECORDED IN MAP BOOK 22 AT PAGES 168 AND 169 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA A DISTANCE OF 2613.78 FEET; TO THE NORTH LINE OF SAID SECTION 22, THENCE RUN N 89°20'09" E ALONG SAID NORTH SECTION LINE A DISTANCE OF 38.75 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH:

ALL OF SECTION 21, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

TOGETHER WITH:

ALL OF SECTION 20, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

TOGETHER WITH:

ALL OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

TOGETHER WITH:

ALL OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 31 EAST, LYING SOUTH OF INTERSTATE 4 (STATE ROAD 400);

TOGETHER WITH:

ALL OF THAT PROPERTY LYING SOUTH OF INTERSTATE 4 (STATE ROAD 400) IN THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 23, TOWNSHIP 16 SOUTH, RANGE 31 EAST;

TOGETHER WITH:

ALL OF THAT PROPERTY LYING SOUTH OF INTERSTATE 4 (STATE ROAD 400) IN THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 27, TOWNSHIP 16 SOUTH, RANGE 31 EAST;

TOGETHER WITH:

ALL OF SECTION 26, TOWNSHIP 16 SOUTH, RANGE 31 EAST LYING SOUTH OF INTERSTATE 4 (STATE ROAD 400);

TOGETHER WITH:

ALL OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 31 EAST;

TOGETHER WITH:

ALL OF SECTION 30, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

TOGETHER WITH:

ALL OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

TOGETHER WITH:

ALL OF SECTION 28, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

TOGETHER WITH:

THE NORTHWEST ONE QUARTER (NW $\frac{1}{4}$) AND THE NORTH ONE HALF OF THE SOUTHWEST ONE QUARTER (N $\frac{1}{2}$ OF THE SW $\frac{1}{4}$) AND THE SOUTHEAST ONE QUARTER OF THE SOUTHWEST ONE QUARTER (SE $\frac{1}{4}$ OF THE SW $\frac{1}{4}$) AND THE SOUTHWEST ONE QUARTER OF THE SOUTHWEST ONE QUARTER (SW $\frac{1}{4}$ OF THE SW $\frac{1}{4}$) LESS AND EXCEPT THE SOUTH THREE QUARTERS OF THE EAST ONE HALF OF THE SOUTHWEST ONE QUARTER OF THE SOUTHWEST ONE QUARTER (S $\frac{3}{4}$ OF THE E $\frac{1}{2}$ OF THE SW $\frac{1}{4}$ OF THE SW $\frac{1}{4}$) AND EXCEPT THE WEST 200 FEET OF THE EAST 860 FEET OF THE SOUTH 990 FEET OF THE SOUTHWEST ONE QUARTER OF THE SOUTHWEST ONE QUARTER AND ALSO EXCEPT THE NORTH 200 FEET OF THE EAST 860 FEET OF THE SOUTH 1190 FEET OF THE SOUTHWEST ONE QUARTER OF THE SOUTHWEST ONE QUARTER OF SECTION 27, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

TOGETHER WITH:

THE SOUTHEAST ONE QUARTER OF THE NORTHWEST ONE QUARTER (SE $\frac{1}{4}$ OF THE NW $\frac{1}{4}$) EXCEPT THE NORTH 8 CHAINS OF THE WEST 4 CHAINS THEREOF AND THE SOUTHWEST ONE QUARTER OF THE NORTHWEST ONE QUARTER (SW $\frac{1}{4}$ OF THE NW $\frac{1}{4}$) EXCEPT THE NORTHEAST ONE QUARTER (NE $\frac{1}{4}$) THEREOF, AND THE SOUTHWEST ONE QUARTER OF SECTION 34, TOWNSHIP 16 SOUTH, RANGE 32 EAST, LESS AND EXCEPT THOSE LANDS DEEDED PER OFFICIAL RECORD BOOK 3276, PAGE 0077 OF THE PUBLIC RECORDS OF SAID VOLUSIA COUNTY; SAID EXCEPTION CONTAINING 199.56 ACRES, MORE OR LESS;

TOGETHER WITH:

ALL OF SAID SECTION 33, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

TOGETHER WITH:

ALL OF SECTION 32, TOWNSHIP 16 SOUTH, RANGE 32 EAST:

TOGETHER WITH:

ALL OF SECTION 31, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

TOGETHER WITH:

ALL OF SECTION 36, TOWNSHIP 16 SOUTH, RANGE 31 EAST;

TOGETHER WITH:

ALL OF SECTION 4, TOWNSHIP 17 SOUTH, RANGE 32 EAST;

TOGETHER WITH:

ALL OF SECTION 3, TOWNSHIP 17 SOUTH, RANGE 32 EAST, EXCEPTING THEREFROM THE NORTH 330 OF SAID SECTION;

TOGETHER WITH:

ALL OF SECTION 10, TOWNSHIP 17 SOUTH, RANGE 32 EAST, LESS AND EXCEPT THAT PORTION LYING SOUTHEASTERLY OF THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 40-A (A 100 FOOT WIDE RIGHT OF WAY ACCORDING TO DEED RECORDED IN OFFICIAL RECORDS BOOK 3131, PAGE 1822 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 10; THENCE S 01°10'35" E ALONG THE EAST LINE OF THE NORTHEAST ¼ OF SAID SECTION 10 FOR A DISTANCE OF 2341.08 FEET TO A POINT IN SAID SOUTHERLY RIGHT OF WAY LINE, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE S 01°10'35" E ALONG SAID EAST LINE A DISTANCE OF 304.08 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST ¼ OF SAID SECTION 10; THENCE S 01°10'54" E ALONG THE EAST LINE OF THE SOUTHEAST ¼ OF SAID SECTION 10 FOR A DISTANCE OF 2645.16 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST ¼ OF SAID SECTION 10; THENCE S 88°01'59" W ALONG THE SOUTH LINE OF SAID SOUTHEAST ¼ A DISTANCE OF 2655.92 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST ¼; THENCE S 88°01'42" W ALONG THE SOUTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 10 FOR A DISTANCE OF 1629.89 FEET TO A POINT IN THE SOUTHERLY RIGHT OF WAY LINE OF SAID STATE ROAD 40-A, SAID POINT BEING THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2050.00 FEET, A CHORD BEARING OF N 37°06'49" E, A CHORD DISTANCE OF 368.77 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°19'15", FOR AN ARC DISTANCE OF 369.27 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT OF WAY LINE N 31°57'11" E A DISTANCE OF 1187.21 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1950.00 FEET, A CHORD BEARING OF N 49°24'32" E, A CHORD DISTANCE OF 1169.88 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34°54'41", FOR AN ARC DISTANCE OF 1188.17 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT OF WAY LINE N 66°51'52" E A DISTANCE OF 1942.22 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 9950.00 FEET, A CHORD BEARING OF N 68°22'07" E, A CHORD DISTANCE OF 522.37 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°00'30", FOR AN ARC DISTANCE OF 522.43 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT OF WAY LINE N 69°52'22" E A DISTANCE OF 225.47 FEET TO CLOSE ON THE POINT OF BEGINNING.

TOGETHER WITH:

THE EAST ONE HALF OF THE NORTHEAST ONE QUARTER (E½ OF THE NE¼) OF SAID SECTION 9, TOWNSHIP 17 SOUTH, RANGE 32 EAST;

LESS AND EXCEPT:

A PORTION OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 32 EAST AND A PORTION OF THE NORTHWEST ¼ OF SECTION 10, TOWNSHIP 17 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 10, THENCE ALONG THE NORTH LINE OF SAID SECTION 10 N 89°08'22" E, 114.10 FEET TO THE APPROXIMATE CENTERLINE OF A DIRT ROAD; THENCE ALONG SAID CENTERLINE THE FOLLOWING COURSES: S 24°33'02" E 403.94 FEET; THENCE S 33°09'59" E, 496.21 FEET; THENCE S 31°46'56" E, 347.95 FEET; THENCE S 30°43'20" E, 282.76 FEET; THENCE S 12°53'21" E, 276.95 FEET; THENCE S 19°01'14" E, 231.14 FEET; THENCE S 21°07'52" E, 222.48 FEET; THENCE DEPART SAID CENTERLINE N 89°47'39" W, 1519.25 FEET; THENCE N 04°12'23" W, 346.28 FEET; THENCE N 26°28'24" W, 379.35 FEET; THENCE N 03°52'27" W, 388.74 FEET; THENCE N 24°21'24" W, 268.89 FEET; THENCE N 09°21'27" W, 693.73 FEET TO THE NORTH LINE, THE NORTHEAST ¼ OF SAID SECTION 9; THENCE ALONG SAID NORTH LINE N 89°27'09" E;

TOGETHER WITH:

THAT PORTION OF THE WEST ½ OF SECTION 10, TOWNSHIP 17 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 10, SAID POINT BEING ON THE WESTERLY RIGHT OF LINE OF THAT CERTAIN FLORIDA POWER AND LIGHT COMPANY EASEMENT, RECORDED IN OFFICIAL RECORDS BOOK 678, PAGE 503 AND OFFICIAL RECORDS BOOK 756, PAGE 67 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN S 01°17'44" E ALONG THE WESTERLY RIGHT OF LINE OF SAID FLORIDA POWER AND LIGHT COMPANY EASEMENT, A DISTANCE OF 3044.08 FEET MORE OR LESS TO A POINT IN THE CENTERLINE OF OLD PIONEER TRAIL, A PRESCRIPTIVE RIGHT OF WAY; THENCE RUN S 33°04'30" W ALONG THE CENTERLINE OF SAID OLD PIONEER TRAIL, A DISTANCE OF 449.39 FEET MORE OR LESS TO A POINT IN THE CENTERLINE OF AN UNNAMED DIRT ROAD; THENCE TRAVERSING THE CENTERLINE OF SAID UNNAMED DIRT ROAD FOR THE FOLLOWING COURSES AND DISTANCES: RUN S 86°42'57" W, A DISTANCE OF 208.94 FEET; THENCE RUN N 82°03'03" W, A DISTANCE OF 227.63 FEET; THENCE RUN N 60°26'51" W, A DISTANCE OF 196.85 FEET; THENCE RUN N 52°46'26" W, A DISTANCE OF 213.91 FEET; THENCE RUN N 26°57'30" W, A DISTANCE OF 539.59 FEET; THENCE RUN N 19°51'39" W, A DISTANCE OF 518.84 FEET; THENCE RUN N 21°20'57" W, A DISTANCE OF 360.14 FEET; THENCE RUN N 19°14'27" W, A DISTANCE OF 231.14 FEET; THENCE RUN N 13°06'30" W, A DISTANCE OF 276.95 FEET; THENCE RUN N 30°56'27" W, A DISTANCE OF 282.76 FEET, THENCE RUN N 32°00'05" W, A DISTANCE OF 347.95 FEET; THENCE RUN N 33°23'08" W, A DISTANCE OF 496.21 FEET; THENCE RUN N 24°46'11" W, A DISTANCE OF 403.94 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 10, TOWNSHIP 17 SOUTH, RANGE 32 EAST; THENCE RUN N 88°30'35" E ALONG SAID NORTH LINE OF SECTION 10, A DISTANCE OF 2415.89 FEET, MORE OR LESS, TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THAT CERTAIN FLORIDA POWER AND LIGHT COMPANY EASEMENT, RECORDED IN OFFICIAL RECORDS BOOK 678, PAGE 603 AND OFFICIAL RECORDS BOOK 756, PAGE 67 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND THE POINT OF BEGINNING.

EXHIBIT "B"

SCHEDULED HUNT AREA

PORTION OF TOWNSHIP 17 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA,
AS FOLLOWS:

ALL OF SECTION 4, TOWNSHIP 17 SOUTH, RANGE 32 EAST;

TOGETHER WITH:

ALL OF SECTION 3, TOWNSHIP 17 SOUTH, RANGE 32 EAST, EXCEPTING THEREFROM THE
NORTH 330 OF SAID SECTION;

TOGETHER WITH:

ALL OF SECTION 10, TOWNSHIP 17 SOUTH, RANGE 32 EAST, LESS AND EXCEPT THAT
PORTION LYING SOUTHEASTERLY OF THE SOUTHERLY RIGHT OF WAY LINE OF STATE
ROAD 40-A (A 100 FOOT WIDE RIGHT OF WAY ACCORDING TO DEED RECORDED IN
OFFICIAL RECORDS BOOK 3131, PAGE 1822 OF THE PUBLIC RECORDS OF VOLUSIA
COUNTY, FLORIDA), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT
OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 10; THENCE
S 01°10'35" E ALONG THE EAST LINE OF THE NORTHEAST ¼ OF SAID SECTION 10 FOR A
DISTANCE OF 2341.08 FEET TO A POINT IN SAID SOUTHERLY RIGHT OF WAY LINE, SAID
POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE S 01°10'35" E ALONG SAID
EAST LINE A DISTANCE OF 304.08 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST
¼ OF SAID SECTION 10; THENCE S 01°10'54" E ALONG THE EAST LINE OF THE SOUTHEAST
¼ OF SAID SECTION 10 FOR A DISTANCE OF 2645.16 FEET TO THE SOUTHEAST CORNER OF
THE SOUTHEAST ¼ OF SAID SECTION 10; THENCE S 88°01'59" W ALONG THE SOUTH LINE
OF SAID SOUTHEAST ¼ A DISTANCE OF 2655.92 FEET TO THE SOUTHWEST CORNER OF
SAID SOUTHEAST ¼; THENCE S 88°01'42" W ALONG THE SOUTH LINE OF THE SOUTHWEST
¼ OF SAID SECTION 10 FOR A DISTANCE OF 1629.89 FEET TO A POINT IN THE SOUTHERLY
RIGHT OF WAY LINE OF SAID STATE ROAD 40-A, SAID POINT BEING THE POINT OF
CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2050.00
FEET, A CHORD BEARING OF N 37°06'49" E, A CHORD DISTANCE OF 368.77 FEET; THENCE
NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF
10°19'15", FOR AN ARC DISTANCE OF 369.27 FEET TO THE POINT OF TANGENCY; THENCE
CONTINUE ALONG SAID SOUTHERLY RIGHT OF WAY LINE N 31°57'11" E A DISTANCE OF
1187.21 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY,
HAVING A RADIUS OF 1950.00 FEET, A CHORD BEARING OF N 49°24'32" E, A CHORD
DISTANCE OF 1169.88 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE
THROUGH A CENTRAL ANGLE OF 34°54'41", FOR AN ARC DISTANCE OF 1188.17 FEET TO
THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT OF WAY
LINE N 66°51'52" E A DISTANCE OF 1942.22 FEET TO THE POINT OF CURVATURE OF A
CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 9950.00 FEET, A CHORD
BEARING OF N 68°22'07" E, A CHORD DISTANCE OF 522.37 FEET; THENCE
NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF
03°00'30", FOR AN ARC DISTANCE OF 522.43 FEET TO THE POINT OF TANGENCY; THENCE
CONTINUE ALONG SAID SOUTHERLY RIGHT OF WAY LINE N 69°52'22" E A DISTANCE OF
225.47 FEET TO CLOSE ON THE POINT OF BEGINNING.

TOGETHER WITH:

THE EAST ONE HALF OF THE NORTHEAST ONE QUARTER ($E\frac{1}{2}$ OF THE $NE\frac{1}{4}$) OF SAID SECTION 9, TOWNSHIP 17 SOUTH, RANGE 32 EAST;

LESS AND EXCEPT:

A PORTION OF THE EAST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 32 EAST AND A PORTION OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 10, TOWNSHIP 17 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 10, THENCE ALONG THE NORTH LINE OF SAID SECTION 10 N 89°08'22" E, 114.10 FEET TO THE APPROXIMATE CENTERLINE OF A DIRT ROAD; THENCE ALONG SAID CENTERLINE THE FOLLOWING COURSES: S 24°33'02" E 403.94 FEET; THENCE S 33°09'59" E, 496.21 FEET; THENCE S 31°46'56" E, 347.95 FEET; THENCE S 30°43'20" E, 282.76 FEET; THENCE S 12°53'21" E, 276.95 FEET; THENCE S 19°01'14" E, 231.14 FEET; THENCE S 21°07'52" E, 222.48 FEET; THENCE DEPART SAID CENTERLINE N 89°47'39" W, 1519.25 FEET; THENCE N 04°12'23" W, 346.28 FEET; THENCE N 26°28'24" W, 379.35 FEET; THENCE N 03°52'27" W, 388.74 FEET; THENCE N 24°21'24" W, 268.89 FEET; THENCE N 09°21'27" W, 693.73 FEET TO THE NORTH LINE, THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 9; THENCE ALONG SAID NORTH LINE N 89°27'09" E;

TOGETHER WITH:

THAT PORTION OF THE WEST $\frac{1}{2}$ OF SECTION 10, TOWNSHIP 17 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 10, SAID POINT BEING ON THE WESTERLY RIGHT OF LINE OF THAT CERTAIN FLORIDA POWER AND LIGHT COMPANY EASEMENT, RECORDED IN OFFICIAL RECORDS BOOK 678, PAGE 503 AND OFFICIAL RECORDS BOOK 756, PAGE 67 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN S 01°17'44" E ALONG THE WESTERLY RIGHT OF LINE OF SAID FLORIDA POWER AND LIGHT COMPANY EASEMENT, A DISTANCE OF 3044.08 FEET MORE OR LESS TO A POINT IN THE CENTERLINE OF OLD PIONEER TRAIL, A PRESCRIPTIVE RIGHT OF WAY; THENCE RUN S 33°04'30" W ALONG THE CENTERLINE OF SAID OLD PIONEER TRAIL, A DISTANCE OF 449.39 FEET MORE OR LESS TO A POINT IN THE CENTERLINE OF AN UNNAMED DIRT ROAD; THENCE TRAVERSING THE CENTERLINE OF SAID UNNAMED DIRT ROAD FOR THE FOLLOWING COURSES AND DISTANCES: RUN S 86°42'57" W, A DISTANCE OF 208.94 FEET; THENCE RUN N 82°03'03" W, A DISTANCE OF 227.63 FEET; THENCE RUN N 60°26'51" W, A DISTANCE OF 196.85 FEET; THENCE RUN N 52°46'26" W, A DISTANCE OF 213.91 FEET; THENCE RUN N 26°57'30" W, A DISTANCE OF 539.59 FEET; THENCE RUN N 19°51'39" W, A DISTANCE OF 518.84 FEET; THENCE RUN N 21°20'57" W, A DISTANCE OF 360.14 FEET; THENCE RUN N 19°14'27" W, A DISTANCE OF 231.14 FEET; THENCE RUN N 13°06'30" W, A DISTANCE OF 276.95 FEET; THENCE RUN N 30°56'27" W, A DISTANCE OF 282.76 FEET; THENCE RUN N 32°00'05" W, A DISTANCE OF 347.95 FEET; THENCE RUN N 33°23'08" W, A DISTANCE OF 496.21 FEET; THENCE RUN N 24°46'11" W, A DISTANCE OF 403.94 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 10, TOWNSHIP 17 SOUTH, RANGE 32 EAST; THENCE RUN N 88°30'35" E ALONG SAID NORTH LINE OF SECTION 10, A DISTANCE OF 2415.89 FEET, MORE OR LESS, TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THAT CERTAIN FLORIDA POWER AND LIGHT COMPANY EASEMENT, RECORDED IN OFFICIAL RECORDS BOOK 678, PAGE 603 AND OFFICIAL RECORDS BOOK 756, PAGE 67 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND THE POINT OF BEGINNING.

EXHIBIT "C"

Primitive Hunt Area

PORTIONS OF TOWNSHIP 16 SOUTH, RANGE 32 EAST AND TOWNSHIP 16 SOUTH, RANGE 31 EAST DESCRIBED AS FOLLOWS:

A PORTION OF SECTION 17, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SECTION 18, TOWNSHIP 16 SOUTH, RANGE 32 EAST AND SECTION 13, TOWNSHIP 16 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE INTERSECTION OF THE EAST LINE OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 17 AND NORTHERLY RIGHT OF WAY LINE OF SHUNZ ROAD, A 200 FOOT RIGHT OF WAY AS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 2537, PAGE 1319, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS THE POINT OF BEGINNING, RUN SOUTH $01^{\circ}09'24''$ EAST, ALONG SAID EAST LINE, 2229.85 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 17; THENCE SOUTH $89^{\circ}36'00''$ WEST ALONG THE SOUTH LINE OF SAID SECTION 17, A DISTANCE OF 2652.78 FEET TO THE SOUTH $\frac{1}{4}$ CORNER OF SAID SECTION 17; THENCE SOUTH $89^{\circ}34'03''$ WEST, ALONG THE SOUTH LINE, 2653.58 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 18; THENCE SOUTH $88^{\circ}51'25''$ WEST ALONG THE SOUTH LINE OF SAID SECTION 18, A DISTANCE OF 2664.69 FEET TO THE SOUTH $\frac{1}{4}$ CORNER OF SAID SECTION 18; THENCE SOUTH $89^{\circ}42'03''$ WEST ALONG SAID SOUTH LINE, 2665.19 FEET TO THE SOUTHEAST CORNER OF SECTION 13; THENCE SOUTH $89^{\circ}11'48''$ WEST ALONG THE SOUTH LINE OF SAID SECTION 13, A DISTANCE OF 1535.55 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF INTERSTATE 4 (S.R. 400), A 300 FOOT RIGHT OF WAY; THENCE NORTH $39^{\circ}51'26''$ EAST ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: NORTH $39^{\circ}51'26''$ EAST, 4391.35 FEET; NORTH $82^{\circ}07'51''$ EAST, 371.65 FEET; NORTH $39^{\circ}51'26''$ EAST, 400.00 FEET; NORTH $02^{\circ}24'59''$ WEST, 371.65 FEET; NORTH $39^{\circ}51'26''$ EAST, 1651.56 FEET TO THE NORTH LINE OF SAID SECTION 18; THENCE DEPART SAID SOUTHEASTERLY RIGHT OF WAY LINE, NORTH $88^{\circ}36'48''$ EAST ALONG NORTH LINE OF SAID SECTION 18, A DISTANCE OF 2320.32 FEET TO THE NORTHWEST CORNER OF SAID SECTION 17; THENCE NORTH $89^{\circ}26'55''$ EAST ALONG NORTH LINE OF SAID SECTION 17, A DISTANCE OF 1158.89 FEET; THENCE DEPART SAID NORTH LINE SOUTH $01^{\circ}09'14''$ EAST, 3101.62 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID SHUNZ ROAD AND THE BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 2100.00 FEET, A CENTRAL ANGLE OF $11^{\circ}01'48''$ AND A CHORD BEARING OF NORTH $83^{\circ}12'24''$ EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 404.27 FEET; THENCE NORTH $88^{\circ}43'18''$ EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE, 2218.74 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 5100.00 FEET AND A CENTRAL ANGLE OF $04^{\circ}53'20''$; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 435.17 FEET; THENCE SOUTH $86^{\circ}23'22''$ EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, 1051.53 FEET TO THE POINT OF BEGINNING; LESS AND EXCEPT THAT PORTION OF SECTION 17, TOWNSHIP 16 SOUTH, RANGE 32 EAST SOUTH OF SAID RIGHT OF WAY OF SHUNZ ROAD, A 200 FOOT RIGHT OF WAY AS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 2537, PAGE 1319, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

TOGETHER WITH:

ALL OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

TOGETHER WITH:

ALL OF SECTION 30, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

TOGETHER WITH:

ALL OF SECTION 31, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

TOGETHER WITH:

ALL OF SECTION 36, TOWNSHIP 16 SOUTH, RANGE 31 EAST;

TOGETHER WITH:

THE EAST ½ OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 31 EAST;

TOGETHER WITH:

THE EAST ½ OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 31 EAST, LYING SOUTH OF INTERSTATE 4 (STATE ROAD 400);

TOGETHER WITH:

ALL OF SECTION 20, TOWNSHIP 16 SOUTH, RANGE 32 EAST, EXCEPTING THE EAST 875 FEET.

EXHIBIT "D"

	Wholly Owned City	City Portion of Joint	County Portion of Joint	Wholly County	Total
Acres	7,222	3,214	3,214	1,316	11,752
Cost per Acre	\$8.81804	\$4.5815	\$4.5815	\$9.163	
Lease	\$63,683.88	\$14,724.94	\$14,724.94	\$12,058.51	\$105,192.27
Annual Lease Billed By City	\$78,408.83				
Annual Lease Billed by County	\$26,783.45				
Total Annual Lease	\$105,192.27				

Note: These payments reflect a negotiated reduction in overall leased area in conjunction with an increased per acre cost of 7.8%. The increase of 7.8% per acre cost reflects the cumulative increase in CPI-U South Urban from January 2011 through December 2015 as allowed for in paragraph 2 of the original lease signed in 2011.

EXHIBIT "E"

MEMBER AND/OR GUEST LIABILITY RELEASE

2016-2017 HUNTING SEASON



SMOKEY HUNT CLUB, INC.

840 Gray Rd, Cocoa, FL 32926

SmokeyHuntClub@gmail.com

www.smokeyhuntclub.com

Robert B Thomas, Sr | President 407-467-0087

Ricky E Brooks, Jr | Vice-president 407-467-0093

I, _____, hereby acknowledge I have knowingly and willingly entered the property known as SMOKEY HUNT CLUB (referred to herein as the "Hunting Lease") and have become a Party bound by the terms and conditions of the Hunting Lease Agreement between Lessor and Lessee, dated _____. I understand the terms, provisions and conditions of the SMOKEY HUNT CLUB, INC. Rules and will abide by its terms, provisions, and conditions.

I further acknowledge and understand no warranty, either expressed or implied, is made by SMOKEY HUNT CLUB, INC. as to the condition of the Hunting Lease located in Volusia County, Florida, or any roads, buildings, gates or other improvements located thereon. This document is sufficient warning ^{that} dangerous conditions, risks and hazards may exist. My presence and activities on the Hunting Lease expose me and my property to dangerous conditions, risks, and hazards, including but not limited to: venomous snakes, insects and spiders; blinds and tree stands; erosion and the general condition of the land, both on and off roadways, creating rough, hazardous and dangerous driving and walking conditions; animals both wild and domestic that may be diseased and/or potentially dangerous; and persons with firearms both on or off the Hunting Lease. I hereby expressly assume all such dangers, risks and hazards.

In consideration for the right to enter the Hunting Lease, I hereby release and agree to protect, indemnify and hold harmless Lessor, SMOKEY HUNT CLUB, and the CITY OF PORT ORANGE, FLORIDA, and the COUNTY OF VOLUSIA, and the CITY OF DAYTONA BEACH, and any of their respective agents, employees and assigns, from and against any and all claims, demands, causes of action and damages, including attorney fees, resulting from any accident, incident or occurrence arising out of, incidental to, or in any way resulting from the use of the Hunting Lease and all improvements thereon, whether or not caused by Lessor's or SMOKEY HUNT CLUB's negligence or gross negligence. This Release applies during the time I am permitted on the Hunting Lease. I hereby further covenant and agree that I, my heirs, successors and assigns will not make any claim or institute any suit or action at law or in equity against Lessor or its agents, representatives, employees, successors in interest or office, or assigns.

As used in this Release, the terms *I*, *my person* and *myself* include minors in my care while on the Hunting Lease.

Member or Guardian: _____ Date: _____
signature

Printed Name: _____

Guest: _____ Date: _____
signature

Printed Name: _____

Witness: _____ Date: _____
signature

Printed Name: _____



APPLICATION FOR MEMBERSHIP
2016-2017 HUNTING SEASON

SMOKEY HUNT CLUB, INC.

840 Gray Rd, Cocoa, FL 32926

SmokeyHuntClub@gmail.com

www.smokeyhuntclub.com

Robert B Thomas, Sr | President 407-467-0087

Ricky E Brooks, Jr | Vice-president 407-467-0093

Membership: \$3,150.00 | Associate (optional): additional \$300.00

Deposits by April 1, 2016: \$500.00 | Remaining dues by May 1, 2016

Current and potential new members **MUST** submit the following by May 1, 2016:

1. Completed Application;
2. Liability Release;
3. Copy of current Driver's License; and
4. Membership Dues.

Dues are non-refundable and Memberships are non-transferable. Incomplete applications will be rejected. If payment arrangements have been agreed upon with the Club President or Vice-president, all dues **MUST** be paid before the member is allowed to hunt.

Complete the following:

Name: _____ Mobile Phone: _____
 Home Phone: _____ Work Phone: _____
 Address: _____
 eMail Address: _____
 Driver's License #: _____ Date of Birth: _____
 Gate Key ID #(s): _____
 Vehicle Year/Make/Model: _____ License Plate #: _____

If applicable:

Associate Member Name: _____
 Driver's License #: _____ Date of Birth: _____
 Spouse's Name: _____
 Dependent Child's Name (& Age): _____

By signing this application, I confirm that all information is true and correct. I have read and understand the rules as written for the 2016-2017 season, and I agree to abide by all Smokey Hunt Club rules and regulations now in force and hereafter adopted. I understand that Members may be subject to random search while on club property.

Member or Guardian: _____ Date: _____
signature

Printed Name: _____



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/21/2016

Consent item: Yes

SUBJECT: Amendment #1 to Interlocal Agreement with Volusia County for Jointly Owned Property

DEPARTMENT: City Manager

GOAL: 5 - Public Safety

OBJECTIVE: N/A

RECOMMENDED MOTION: Move to approve Amendment #1 to Interlocal Agreement for Jointly Owned Property and authorizing the Mayor and City Clerk to execute the amendment.

SUMMARY: This item was originally approved by Council on March 15, 2016. Prior to that time City staff presented the proposed language to Volusia County, who agreed with the language. After the City voted on this amendment and sent it to the County, County staff revised their approval and requested language changes. There are no significant changes from the previous version.

The City of Port Orange and the County of Volusia jointly own property as indicated by the peach colored areas on the map in Exhibit 3 of the attached amendment to the interlocal agreement. In July of 2006, the City and the County signed an interlocal agreement establishing the location of a future gun range for the City of Port Orange. However, based on the Smokey Hunt Club Lease that was signed in 2011, the location of the gun range was better suited in a slightly different location.

This amendment to the interlocal agreement establishes a new location for the Port Orange gun range. It establishes that the County will not be subjected to reduced revenue from the Smokey Hunt Club Lease due to the location and operations of the City's gun range. Finally it establishes communication protocols between the City and the County to ensure the safety of County and City personnel.

After the Council approves this amendment, staff will transmit the signed copy to Volusia County for their approval.

Project Funding Account
No.: No.:

ATTACHMENTS:

1.	Amendment #1 to Interlocal Agreement	Amendment #1 to Interlocal Agreement.pdf
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Alan Rosen
Margaret Roberts
M. Jake Johansson

Created/Initiated - 06/09/2016
Approved - 06/16/2016
Final Approval - 06/16/2016

Document prepared by and return
recorded copy to:

Michael A. Rodriguez, Assistant County Attorney
Legal Department
County of Volusia
123 West Indiana Avenue
DeLand, Florida 32720

FIRST AMENDMENT
TO
INTERLOCAL AGREEMENT REGARDING
VARGAL CONSERVATION AREA

THIS FIRST AMENDMENT to the Interlocal Agreement (“First Amendment”) is entered into by and between CITY OF PORT ORANGE, a municipal corporation, whose address is 1000 City Center Circle, Port Orange, Florida 32129 (hereinafter referred to as “City”), and COUNTY OF VOLUSIA, a political subdivision of the State of Florida, whose address is 123 West Indiana Avenue, DeLand, Florida 32720 (hereinafter referred to as “County”, collectively referred to herein as the “Parties”).

WHEREAS, this amendment to agreement is entered into pursuant to Section 163.01, Florida Statutes, as amended, also known as the “Florida Interlocal Cooperation Act of 1969”; and

WHEREAS, City and County entered into that agreement dated July 20, 2006 (“Agreement”), wherein the Parties, as co-owners of approximately four hundred and ten (410) acres of land in Volusia County (“Property”), desired to use a portion of said Property for a police gun range and a skeet and trap range; and

WHEREAS, the Agreement identified two parcels within the Property, one for use by City for a police gun range (“Police Gun Range”) and another for a skeet and trap range operated by a third party as a third party lessee through a lease agreement with County (“Skeet Range”); and

WHEREAS, the Agreement identified a portion of the Property used for the Skeet Range as Parcel “A” and a portion of the Property used for the Police Gun Range as Parcel “B”; and

WHEREAS, City has commenced its design of the Police Gun Range and has determined that for the safety of all persons accessing the Property, the relocation of the Police Gun Range is necessary, thereby necessitating the designation of a different portion of the Property as “Parcel B” and amending the Agreement; and

WHEREAS, sub-paragraph 1.b of the Agreement provides that the City and County are granted the option to extend the term of the Agreement for ten (10) additional periods of ten (10) years each upon the same terms and conditions as contained therein; and

WHEREAS, it is the Parties’ desire to extend the term of the Agreement for an additional ten (10) years.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, City and County do hereby agree to amend and extend the Agreement as follows:

(Words in ~~strike through~~ type are deletions; words in double underscore type are additions)

1. The foregoing recitals are true and correct and incorporated as if fully set forth herein.
2. Article 1, “Term of Agreement,” the termination date of the Agreement is extended by ten (10) years so that Subsection 1.a of the Agreement is hereby amended to read as follows:
 - a) Commencement Date: The term of this Agreement shall be for ten (10) years. This Agreement shall commence on the 20th day of July, 2006, and end on ~~July 31, 2016~~ July 31, 2026.
3. Article 3, “Construction,” Subsection 3.b is hereby added to read:
 - b) Police Gun Range. The City agrees to orientate the Police Gun Range on Parcel “B” so that all shooting shall be directed in a north/northwest direction, away from Pioneer Trail and the Skeet Range located on Parcel “A.” The intent of this provision is to protect the general public and police personnel by designing the Police Gun Range and the Skeet Range in a manner that ensures the discharge of firearms away from patrons of either range. The Police Gun Range shall incorporate a continuous twenty-five (25’) foot sodded berm, the height of which shall be measured from grade, on the eastern, northern and western sides of the Police Gun Range to protect against any stray or misfired round traveling off-site. A ten (10’) foot high concrete wall shall be constructed between the short and long range firing stations of the Police Gun Range to provide further public protection.

4. Exhibit "A" of the Agreement, "Legal Descriptions," is hereby deleted and replaced with Exhibit "A-1," attached hereto and incorporated herein. All references in the Agreement to Exhibit "A" shall be deemed to refer to Exhibit "A-1."
5. Except as provided herein this First Amendment to Agreement, the terms and conditions set forth in the Agreement shall remain in force and effect.
6. This First Amendment shall be deemed effective upon execution by the Parties.
7. This First Amendment may be fully executed in multiple copies by the Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment to Agreement on this ____ day of _____, 2016.

WITNESSES:

Signature

Print Name

Signature

Print Name

CITY:

CITY OF PORT ORANGE

By: _____
Allen Green, Mayor

Attest: _____
Robin Fenwick, City Clerk

ATTEST:

COUNTY:
COUNTY OF VOLUSIA

By: _____
James T. Dineen, County Manager

By: _____
Jason P. Davis, County Chair

EXHIBIT A-1

LEGAL DESCRIPTIONS

Parcel A – Skeet Range

That portion of the West ½ of Section 10, Township 17 South, Range 32 East, Volusia County, Florida, being more particularly described as follows:

Beginning at a point on the North line of said Section 10, said point being on the Westerly right of way line of that certain Florida Power and Light Company Easement, recorded in Official Records Book 678, Page 603 and Official Records Book 756, Page 67 of the Public Records of Volusia County, Florida; thence run South 01°17'44" East along the Westerly right of line of said Florida Power and Light Company Easement, a distance of 3044.08 feet more or less to a point in the centerline of Old Pioneer Trail, a prescriptive right of way; thence run South 33°04'30" West along the centerline of said Old Pioneer Trail, a distance of 449.39 feet more or less to a point in the centerline of an unnamed dirt road; thence traversing the centerline of said unnamed dirt road for the following courses and distances: run South 86°42'57" West, a distance of 208.94 feet; thence run North 82°03'03" West, a distance of 227.63 feet; thence run North 60°26'51" West, a distance of 196.85 feet; thence run North 52°46'26" West, a distance of 213.91 feet; thence run North 26°57'30" West, a distance of 539.59 feet; thence run North 19°51'39" West, a distance of 518.84 feet; thence run North 21°20'57" West, a distance of 360.14 feet; thence run North 19°14'27" West, a distance of 231.14 feet; thence run North 13°06'30" West, a distance of 276.95 feet; thence run North 30°56'27" West, a distance of 282.76 feet; thence run North 32°00'05" West, a distance of 347.95 feet; thence run North 33°23'08" West, a distance of 496.21 feet; thence run North 24°46'11" West, a distance of 403.94 feet to a point on the North line of said Section 10, Township 17 South, Range 32 East; thence run North 88°30'35" East along said North line of said Section 10, a distance of 2415.89 feet, more or less, to a point on the Westerly right of way line of that certain Florida Power and Light Company Easement, recorded in Official Records Book 678, Page 603 and Official Records Book 756, Page 67 of the Public Records of Volusia County, Florida and the Point of Beginning.

Parcel B – Police Gun Range

A portion of the East ½ of the Northeast ¼ of Section 9, Township 17 South, Range 32 East and a portion of the Northwest ¼ of Section 10, Township 17 South, Range 32 East, Volusia County, Florida, being more particularly described as follows:

Begin at the Northwest corner of said Section 10, thence along the North line of said Section 10 North 89°08'22" East, 114.10 feet to the approximate centerline of a dirt road; thence along said centerline the following courses: South 24°33'02" East, a distance of 403.94 feet; thence South 33°09'59" East, a distance of 496.21 feet; thence South 31°46'56" East, a distance of 347.95 feet; thence South 30°43'20" East, a distance of 282.76 feet; thence South 12°53'21" East, a distance of 276.95 feet; thence South 19°01'14" East, a distance of 231.14 feet; thence South 21°07'52" East, a distance of 298.85 feet; thence depart said centerline North 89°47'39" West, a distance of 1541.55 feet; thence North 04°12'23" West, a distance of 417.63 feet; thence North 26°28'24" West, a distance of 379.35 feet; thence North 03°52'27" West, a distance of 388.74 feet; thence North 24°21'24" West, a distance of 268.89 feet; thence North 09°21'27" West, a distance of 693.73 feet to the North line, the Northeast ¼ of said Section 9; thence along said North line North 89°27'09" East, a distance of 865.72 feet to the Point of Beginning.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/21/2016

Consent item: Yes

SUBJECT: Concurrency and Fair-Share Agreement for the Sanctuary at Westport Apartment Site Plan - Case No. 16-80000001

DEPARTMENT: Community Development

GOAL:

OBJECTIVE:

RECOMMENDED MOTION: Move to approve the Concurrency and Fair-Share Agreement for The Sanctuary at Westport Apartment Site Plan

SUMMARY: The Sanctuary at Westport Apartment is proposed to be located on the south side of Town West Boulevard, west Royal Palm subdivision (Exhibit A). The proposed Concurrency Fair-Share Agreement has been prepared in conjunction with the site plan for the development of 360 multi-family apartment units on approximately 56.6 acres, with associated on-site and off-site improvements.

The Traffic Impact Analysis (TIA) completed by Traffic Engineering Data Solutions, Inc. (TEDS), projects impacts to the Summer Trees Road project upon completion of the development. Based on the TIA prepared, the owner is required to make a \$14,664.80 fair-share mitigation payment for the 4 PM peak hour trips that will use capacity created by the Summer Trees Road improvements. The fair-share mitigation payment will go toward the cost of the Summer Trees Road improvements (see Exhibit A-2 of the Fair-Share Agreement). The Fair-Share Agreement has been executed by the property owner and is attached for review.

The fair-share payment is based on a cost per trip ratio. The ratio is calculated using the actual cost of the project (\$3,152,938.60) and the amount of capacity (860) the project added to the roadway network. The cost per trip ratio for the Summer Trees Road project is \$3,666.20 per PM peak hour trip.

The Sanctuary at Westport Apartment site plan is currently being reviewed by staff for compliance with the City's development requirements. A Development Order can be issued upon the site plan being found to be in compliance with the City's Land Development Code and Code of Ordinances, City Council approval of the Fair-Share Agreement, and receipt of the fair-share mitigation payment.

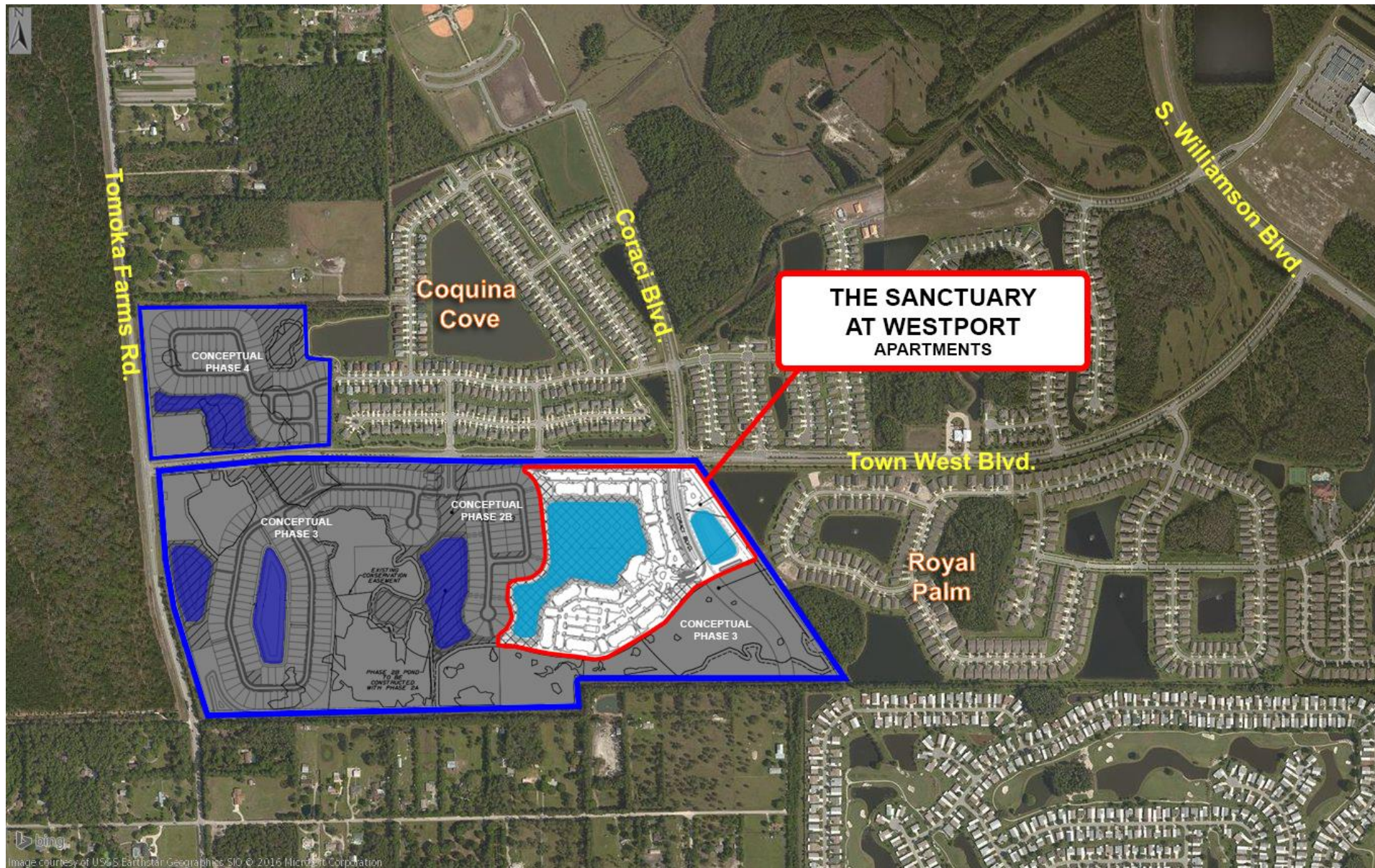
Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Exhibit A	The Sanctuary Fair-Share Agreement CC Exhibit A.pdf
2.	Concurrency and Fair Share Agreement	20160613 Concurrency and Fair Share Agreement w exhibits.pdf

Melanie Schmotzer
Wayne Clark
Tracey Riehm
Margaret Roberts
M. Jake Johansson

Created/Initiated - 03/31/2016
Approved - 03/31/2016
Approved - 04/05/2016
Approved - 06/16/2016
Final Approval - 06/16/2016



Document Prepared by:
Shannon K. Balmer,
Assistant City Attorney
1000 City Center Circle
Port Orange, Florida 32129

Return Recorded Document to:
Attention: Records Clerk
1000 City Center Circle
Port Orange FL 32129-4144

CONCURRENCY AND FAIR SHARE AGREEMENT (Transportation)

This Concurrency and Fair Share Agreement (the "Agreement") made and entered into this ____ day of _____, 2016, by and between **CITY OF PORT ORANGE, FLORIDA**, a Chartered Florida Municipality located in Volusia County, Florida, 1000 City Center Circle, Port Orange, Florida 32129 (the "City"); and **Edge Cove LLC**, a Florida limited liability corporation, authorized to transact business in the State of Florida, with its principal office located at 370 Centerpointe Circle, Suite 1136, Altamonte Springs, FL 32701 (the "Developer").

RECITALS

WHEREAS, attached to this Concurrency and Fair Share Agreement ("Agreement"), are exhibits describing in greater detail the parties hereto, real property, traffic study and transportation improvements which are referenced throughout this Agreement. The parties agree that all attached exhibits have been reviewed and previously approved by the parties and their respective professional consultants, and all cumulative information set forth or otherwise referenced therein is deemed incorporated herein by reference; and

WHEREAS, unless otherwise stated, the Developer is the owner of the real property described as Project Data on the attached **Exhibits "A-1" and "A-2"** and Developer desires to permit, develop and, if appropriate, plat the real property for the Project(s); and, in addition to other requirements, is seeking to comply with the City's concurrency requirements for roads/traffic circulation under Chapter 4 of the City's Land Development Code ("Traffic Concurrency"); and

WHEREAS, Developer desires to develop a Three Hundred Sixty (360) unit apartment complex on approximately Thirty Three and six-tenths (33.6) acres of real property more particularly described in **Exhibit "B-1,"** attached hereto and incorporated herein by reference (Sanctuary at Westport Phase 2A), which will generate 216 P.M. Peak Hour Trips;

WHEREAS, the transportation improvements ("Concurrency Improvements") described in the attached Exhibits are required in order for the Project(s) to meet minimum concurrency requirements for roads/traffic circulation to support the proposed Project(s); and

WHEREAS, the City and the Developer agree that the new capacity created by the Concurrency Improvements may not be the actual excess capacity of the roadway, due to the

Sanctuary at Westport;
Project No. 16-80000001
Transportation Concurrency and Fair Share –Sanctuary Apts.
BCMTR 5.13.2014; Rev. SKB 6.13.2016

need to account for vested trips, pursuant to the City's Land Development Code, from previously approved, but unbuilt, developments; and

WHEREAS, the City has constructed concurrency improvements as set forth in the attached Exhibits;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the City and Developer, hereby agree as follows:

1. **Incorporation of Recitals.** The presumptions and facts stated above in the recitals are incorporated by reference herein and deemed by the parties to be true, correct and constitute a material part of this Agreement.
2. **Offsite Construction.** The City agrees to construct, or to have constructed, the "Concurrency Improvements." Construction of the Concurrency Improvements will commence and be complete to meet concurrency requirements, unless delay is caused for reasons outside of City's control, in which case construction will commence as soon as is reasonably practical. The City, or its designee, will be responsible for the design of the Concurrency Improvements, which design will be in accordance with the illustration shown on the Exhibit(s). All planning, permitting, and construction will be subject to the review and approval by the Florida Department of Transportation and, if applicable, the County of Volusia, and will comply with the standards and requirements established by the appropriate governmental entities. Developer will have no responsibility for maintenance or upkeep of the Concurrency Improvements.
3. For purposes of this Agreement, "reasons outside of City's control" shall mean: delays or stoppage caused by acts of God, war, inability to obtain labor or materials or reasonable substitutes therefore, inability to receive governmental permits and approvals newly enacted governmental regulations or controls, the application of existing regulations or controls in a manner which City could not have foreseen or other similar matters or causes.
4. **Payment of Fair Share Assessment Amount.** In connection with the City's construction of the Concurrency Improvements, Developer shall pay to the City a fair share assessment, hereinafter the "Fair Share Payment." The "Fair Share Payment" shall be an amount determined by multiplying: A) the City's share of the total construction costs for the Concurrency Improvements; by B) the "Developer's Fair Share Percentage." The "Developer's Fair Share Percentage" shall be a percentage determined by a fraction, the numerator of which shall be the number of peak hour directional trips allocated to the Project(s), and the denominator of which shall be the total peak hour directional trips provided by the Concurrency Improvements. This percentage shall then be multiplied by the City's cost of construction of the required Concurrency Improvements. The City's total construction cost shall include the actual expenses associated with the design, permitting, right-of-way acquisition, administration, and construction of the Concurrency

Improvements, plus interest, if any, incurred by the City for funding the Developer's Fair Share Percentage of the Concurrency Improvements.

5. **Developer Payment.** The Developer herewith agrees to pay the Fair Share Payment to the City in the form of a certified check payable to the City of Port Orange in an amount as set forth in Development **Exhibit "A-2."** Upon the City's receipt of the payment from the Developer, the funds shall become the property of the City. The payment must be deposited with the City within 30 days of the city council's approval of this Agreement and shall be required prior to the issuance of a Development Order for the Development.
- A. To guarantee payment of its fair share, the Developer herewith agrees to pay to the City of Port Orange the amount equal to the actual cost plus the carrying cost for debt service, if any, of the Fair Share Payment, pursuant to Chapter 21 of the Port Orange Land Development Code. Upon Developer's deposit of any payment with the City, the funds shall become the property of the City. This payment must be deposited with the City prior to the issuance of a Development Order for the Project.
- B. The City and the Developer acknowledge that other entities, including but not limited to the Florida Department of Transportation and the County of Volusia, may participate in and contribute financially to one or more Concurrency Improvements as referenced herein, and hereinafter "Project Participant." In the event that a Project Participant reduces the amount of its proposed participation resulting in a funding shortfall for the cost of the Concurrency Improvement, then the Developer shall be responsible for the increased construction cost to the extent of the Developer's percentage share of the Concurrency Improvement. The dollar amounts reflected on the attached Project **Exhibit "A-2"** do not include the anticipated financial contributions by a Project Participant. Any adjustment will be reflected in the final accounting described in subparagraph (d) below.
- C. The City shall have the right to make one or more adjustments to the amount of the deposit based upon increased construction costs and all associated costs of the Concurrency Improvements, hereinafter referred to as the "Adjusted Payment". In the event an Adjusted Payment is required by the City, the City shall notify Developer in writing and within twenty (20) days thereafter, the Developer shall deposit the Adjusted Payment with the City.
- D. Upon completion of the construction, the City shall notify the Developer in writing of the total project cost. In the event the Developer's Payment exceeds the Developer's percentage share of the final construction costs upon completion of the Concurrency Improvements, then the Developer may file a written claim with the City within ninety (90) calendar days after completion of construction for the refund of the overpayment. In the event that the Developer fails to timely claim a refund, then any overpayment shall become the property of the City. All payments less than or equal to the amount of the final construction costs shall be nonrefundable.

6. **Vested Rights in Traffic Concurrency.** The City agrees that by paying the City the Fair Share Payment, and by receiving a Development Order for the Project, Developer will be deemed to have satisfied the City's Traffic Concurrency requirements for the Project and that the Project shall be fully vested with Traffic Concurrency for purposes of development and related Project construction.
7. **Entitlement to Impact Fee Credits.** Nothing herein is intended to alter, reduce or otherwise waive Developer's right to receive impact fee or capacity credits in connection with the Fair Share Payment to the extent that Developer would be entitled to receive such credits. It is the intent of the parties that if it is determined that any portion of the road segment where the Concurrency Improvements are to be constructed is eligible for impact fee credits under the Volusia County impact fee program, then the City shall not object to the Developer seeking a reimbursement from Volusia County to the extent that the Developer has paid impact fees in respect to this Phase.
8. **Application of Agreement Limited to the Project.** Nothing herein is intended to bind the City in determining the additional trip capacity provided by the construction of the Concurrency Improvements beyond that provided to the Project in connection with the Fair Share Payment and the City expressly reserves the right to determine such available excess capacity for all future developments within its jurisdiction.
9. **Miscellaneous.**
 - A. **Attorney's Fees.** In the event of litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to collect from the other party reasonable attorney's fees and costs of suit.
 - B. **Venue and Choice of Law.** In the event of litigation regarding the terms of this Agreement or documents executed as a result of this Agreement, venue of the action shall be in Volusia County and Florida law shall apply. Trial shall be non-jury for any issues subject to trial.
 - C. **Waiver.** The waiver by a party of any terms or conditions of this Agreement or any breach hereof shall not constitute a waiver of any other term or condition or any subsequent breach of this Agreement.
 - D. **Successors.** This Agreement shall be binding on the parties hereto, their heirs, administrators, executors, successors in interest and assigns.
 - E. **Construction of Contract.** The parties hereto agree that they have all participated in the drafting of this Agreement. Therefore, the presumption that any ambiguity or vagueness in the construction of this Agreement shall be construed against the drafter shall not apply. The terms and provisions of the Agreement shall be applied equally to each party and the interpretation of the Agreement shall be

guided by the express intent of the parties as determined by the overall effect of the provisions herein.

- F. Expiration. This Agreement shall expire after Developer's payment of the Adjusted Payment, if required, based upon the final completed construction cost.
- G. Amendments. Amendment to this Agreement shall not be effective unless in writing and signed by all record title property owners of the land for which the amendment is to be applied (but excluding the record title property owners for land that is unaffected by the amendment), and the City. Before amending this Agreement, the City shall conduct one or more public hearings. At the City's option, one of these public hearings may be held by the City Planning Commission.
- i. Notice of intent to consider an amendment to this Agreement shall be published by the City at the Developer's expense in a newspaper of general circulation and readership in Volusia County, Florida.
 - ii. If applicable, notice of intent to consider an amendment shall comply with the requirements of Section 166.041(3)(c), Florida Statutes (2015), as amended from time to time.
 - iii. The day, time, and place at which the second public hearing will be held shall be announced at the first public hearing.
 - iv. Notices of intent to consider an amendment shall specify the location of the Property subject to the proposed amendment, the nature of the proposed amendment, and such other information as the City Staff shall reasonably deem pertinent and appropriate.
 - v. All notices shall specify a place where a copy of the proposed amendment can be obtained.
- H. Conflicts. Developer agrees to be bound by all City codes and ordinances that are not in conflict with the provisions of this Agreement.
- I. Recording. Developer shall record a copy of this Agreement, at its sole cost and expense, with the Public Records of Volusia County, Florida.
- J. Binding Nature and Covenants Running With the Land. The provisions of this Agreement shall be binding upon the parties hereto, and upon all successors in interest in the subject real property. And further, the provisions of this Agreement shall constitute covenants running with the land applicable to all of the subject real property comprising the referenced, "Project."

K. Counterparts. 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 of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered.

IN WITNESS WHEREOF, the parties affix their signatures and seals on the dates set forth below:

WITNESSES:

CITY OF PORT ORANGE, a Florida
municipal corporation

Printed Name: _____

By: _____
Allen Green, Mayor

Printed Name: _____

Printed Name: _____

Attest: _____
Robin L. Fenwick, CMC, City Clerk

Printed Name: _____

Date: _____

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Allen Green and Robin L. Fenwick, as Mayor and City Clerk, respectively, of the City of Port Orange, a Florida municipality, on behalf of the city. They are: ☐ personally known to me, or ☐ have produced as _____ identification.

Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

WITNESSES:

Printed Name: _____

Printed Name: _____

Printed Name: _____

Printed Name: _____

Developer:

Edge Cove LLC, a Florida limited liability company

By: _____
Name/Title: _____

Attest: _____
Name/Title: _____

Date: _____

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____ and _____, in their respective official capacities as _____ and _____, respectively, on behalf of **Edge Cove LLC**, a Florida limited liability company. They are: ☐ personally known to me, or ☐ have produced _____ as identification.

NOTARY PUBLIC:

Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date



Development Exhibit A – 1
Concurrency and Fair-Share Agreement
Transportation Improvement (“TI”)

Development Data:

Development Name:	The Sanctuary at Westport Site Plan
Site Address:	South side of Town West Blvd., west of Royal Palm Subdivision
City Case No.	16-80000001
Zoning District	Planned Community – Agricultural (PC-A) District
TIA Report Date	March 1, 2016
TIA Prepared by:	Steven Schindler, P.E., PTOE
Name of Firm:	Traffic Engineering Data Solutions, Inc.
Est. Date of Impact	2017

Developer:

Corporate Entity	Edge Cove, LLC
Contact Person	Johnathan Claber
Mailing Address:	370 Centerpointe Circle Suite 1136, Altamonte Springs, FL 32701

Land Owner:

Corporate Entity	Edge Cove, LLC
Contact Person	Johnathan Claber
Mailing Address:	370 Centerpointe Circle Suite 1136, Altamonte Springs, FL 32701

Real Property

Total Acreage:	33.6 acres
Parcel Number(s):	6214-01-01-0015
Legal Description	Legible real property legal description attached as EXHIBIT B-1.



Development Exhibit A – 2
Concurrency and Fair-Share Agreement
Transportation Improvement (“TI”)

Traffic Impact Analysis

Development Name:	The Sanctuary at Westport Site Plan
City Case No.:	16-80000001
TIA Report Date:	March 1, 2016
TIA Prepared by (Firm):	Traffic Engineering Data Solutions, Inc.
Estimated Date of Impact:	2017

Impacted Intersections/Road Segments per Transportation Master Concurrency Plan	TI Stage I Reservation Deposit Estimated Cost	TI Stage II Project Cost	TI Stage III Actual Cost	DT/CI Ratio	% of Cost	Subtotal Note N/A if Not Impacted	Contribution with Multiplier* ^[4]
Summertrees Road ^[3] PRVCF OR Bk 5709 Pg 4736	N/A	N/A	\$3,152,938.60	4/860	0.465%	\$14,665	\$14,665

*Financial Guarantee Multiplier	1.1	1.1	1.0
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Total Fair-Share Contribution	\$14,665
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^[1] FDOT Project Participant

^[2] County Road Project Participant

^[3] City Project Participant
Eligible for City trans. impact fee credits

^[4] Rounded up to nearest whole dollar

Planning Review: Tim Su Date 4-8-16

Finance Review: Lura A. Pallant Date 4-8-16

Exhibit B-1

LEGAL DESCRIPTION

A PORTION OF SECTIONS 13 AND 14, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE OCCUPIED SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 13; THENCE RUN S01°05'50"E, A DISTANCE OF 190.22 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 14; THENCE SOUTH 88°57'35" WEST ALONG THE EASTERLY EXTENSION OF THE OCCUPIED NORTHERLY LINE OF TOMOKA FARMS, AS RECORDED IN MAP BOOK 6, PAGE 192, AND RE-RECORDED IN MAP BOOK 22, PAGES 168 AND 169, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, A DISTANCE OF 563.89 FEET; THENCE DEPARTING SAID OCCUPIED NORTHERLY LINE OF SAID TOMOKA FARMS RUN NORTH 01°00'15" WEST, A DISTANCE OF 477.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 01°00'15" WEST, A DISTANCE OF 56.69 FEET; THENCE NORTH 61°02'07" EAST, A DISTANCE OF 30.11 FEET; THENCE NORTH 43°31'22" EAST, A DISTANCE OF 51.62 FEET; THENCE NORTH 26°00'37" EAST, A DISTANCE OF 54.86 FEET; THENCE NORTH 05°25'27" EAST, A DISTANCE OF 77.55 FEET; THENCE NORTH 15°58'04" WEST, A DISTANCE OF 67.66 FEET; THENCE NORTH 10°06'15" WEST, A DISTANCE OF 69.49 FEET; THENCE NORTH 02°35'35" EAST, A DISTANCE OF 52.36 FEET; THENCE NORTH 01°00'05" EAST, A DISTANCE OF 17.03 FEET; THENCE NORTH 87°10'22" EAST, A DISTANCE OF 55.28 FEET; THENCE SOUTH 89°34'19" EAST, A DISTANCE OF 63.59 FEET; THENCE NORTH 64°26'10" EAST, A DISTANCE OF 93.08 FEET; THENCE NORTH 36°11'44" EAST, A DISTANCE OF 71.54 FEET; THENCE NORTH 17°50'43" EAST, A DISTANCE OF 69.03 FEET; THENCE NORTH 00°30'19" WEST, A DISTANCE OF 56.38 FEET; THENCE NORTH 06°53'20" WEST, A DISTANCE OF 102.39 FEET; THENCE NORTH 06°22'07" WEST, A DISTANCE OF 300.00 FEET; THENCE NORTH 14°21'28" WEST, A DISTANCE OF 51.97 FEET; THENCE NORTH 32°42'29" WEST, A DISTANCE OF 73.55 FEET; THENCE NORTH 60°56'55" WEST, A DISTANCE OF 93.08 FEET; THENCE NORTH 00°19'56" EAST, A DISTANCE OF 22.40 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF TOWN WEST BOULEVARD (100 FOOT RIGHT OF WAY) PER OFFICIAL RECORDS BOOK 5310, PAGE 1038 PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTH 89°40'04" EAST ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1011.18 FEET TO THE WESTERLY RIGHT OF WAY OF CORACI BOULEVARD (100' RIGHT OF WAY) AS RECORDED IN OFFICIAL RECORDS BOOK 6839, PAGE 1049 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE RUN SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY THE FOLLOWING TWO (2) COURSES: SOUTH 00°19'55" WEST, A DISTANCE OF 40.25 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1250.00 FEET, A CENTRAL ANGLE OF 37°35'40", A CHORD BEARING OF SOUTH 18°27'55" EAST AND A CHORD DISTANCE OF 805.55 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 820.18 FEET TO THE END OF SAID CURVE; THENCE RUN SOUTH 56°02'37" WEST, A DISTANCE OF 100.28 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 12°12'13", A CHORD BEARING OF S49°56'30"W AND A CHORD DISTANCE OF 5.31 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 5.32 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 43°50'24" WEST, A DISTANCE OF 109.23 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 03°32'39", A CHORD BEARING OF S42°04'04"W AND A CHORD DISTANCE OF 1.55 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1.55 FEET TO A POINT OF TANGENCY; THENCE SOUTH 40°17'44"

WEST, A DISTANCE OF 147.23 FEET; THENCE SOUTH 40°42'20" WEST, A DISTANCE OF 27.34 FEET; THENCE SOUTH 55°15'27" WEST, A DISTANCE OF 103.25 FEET; THENCE SOUTH 56°20'09" WEST, A DISTANCE OF 99.91 FEET; THENCE SOUTH 55°17'12" WEST, A DISTANCE OF 100.46 FEET; THENCE SOUTH 63°19'33" WEST, A DISTANCE OF 112.01 FEET; THENCE SOUTH 68°03'09" WEST, A DISTANCE OF 73.21 FEET; THENCE SOUTH 84°28'19" WEST, A DISTANCE OF 71.49 FEET; THENCE NORTH 82°32'37" WEST, A DISTANCE OF 157.66 FEET; THENCE NORTH 85°13'23" WEST, A DISTANCE OF 98.06 FEET; THENCE NORTH 80°40'41" WEST, A DISTANCE OF 94.75 FEET; THENCE NORTH 78°18'25" WEST, A DISTANCE OF 77.04 FEET; THENCE NORTH 73°53'48" WEST, A DISTANCE OF 84.19 FEET; THENCE NORTH 80°06'02" WEST, A DISTANCE OF 96.78 FEET; THENCE SOUTH 88°59'45" WEST, A DISTANCE OF 50.53 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

A PORTION OF SECTION 13, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE OCCUPIED SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 13; THENCE RUN NORTH 89°26'31" EAST ALONG THE OCCUPIED SOUTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 13, A DISTANCE OF 941.98 FEET; THENCE NORTH 00°33'29" WEST, A DISTANCE OF 748.82 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF CORACI BOULEVARD (100 FOOT RIGHT OF WAY) PER OFFICIAL RECORDS BOOK 6839, PAGE 1049 PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND THE POINT OF BEGINNING; SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1150.00 FEET, A CENTRAL ANGLE OF 38°10'37", A CHORD BEARING OF NORTH 18°45'23" WEST AND A CHORD DISTANCE OF 752.16 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 766.26 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY NORTH 00°19'55" EAST, A DISTANCE OF 40.25 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF TOWN WEST BOULEVARD (100 FOOT RIGHT OF WAY) PER OFFICIAL RECORDS BOOK 5310, PAGE 1038 PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTH 89°40'04" EAST ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 50.47 FEET TO THE EASTERLY LINE OF A GAS TRANSMISSION EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 5528, PAGE 521 OF SAID PUBLIC RECORDS; SAID POINT ALSO BEING ON THE WESTERLY LINE OF ROYAL PALM PUD - PHASE 3, AS RECORDED IN MAP BOOK 54, PAGE 84 OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE RUN SOUTH 35°50'40" EAST ALONG SAID WESTERLY LINE OF ROYAL PALM PUD - PHASE 3, A DISTANCE OF 778.69 FEET; THENCE DEPARTING SAID WESTERLY LINE, RUN SOUTH 65°06'23" WEST, A DISTANCE OF 134.06 FEET; THENCE SOUTH 66°27'39" WEST, A DISTANCE OF 82.04 FEET; THENCE SOUTH 64°58'13" WEST, A DISTANCE OF 75.06 FEET TO THE POINT OF BEGINNING.

TOTAL CONTAINS: 33.625 ACRES MORE OR LESS.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/21/2016

Consent item: Yes

SUBJECT: Proposed Settlement for IAFF Grievance Regarding Compensatory Time

DEPARTMENT: City Attorney

GOAL:

OBJECTIVE:

RECOMMENDED MOTION: Move to approve the settlement agreement between the City of Port Orange and the IAFF regarding compensatory time and authorizing the Mayor to execute the settlement agreement.

SUMMARY: The IAFF filed a grievance regarding the administration of the compensatory time policy. The parties have fully reviewed and successfully resolved the concerns raised by the bargaining unit without further legal expense to either party. The proposed agreement is consistent with the city's policy and the requirements of law. The agreement is attached for your approval and the City Attorney is prepared to further advise should you have any questions.

Project Funding Account
No.: No.:

ATTACHMENTS:

1.	Grievance Agreement	Grievance Settlement.pdf
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Alan Rosen
Margaret Roberts
M. Jake Johansson

Created/Initiated - 06/02/2016
Approved - 06/14/2016
Final Approval - 06/16/2016

GRIEVANCE SETTLEMENT

THIS GRIEVANCE SETTLEMENT (hereinafter referred to as "Settlement") is made and entered into by and between the Port Orange Professional Firefighters Association, Local 3118 (hereinafter referred to as "Union") and the City of Port Orange (hereinafter referred to as the "Employer").

WHEREAS, a dispute has arisen between the Union and the Employer regarding compensatory leave; and

WHEREAS, on June 9, 2014 the Union filed a grievance regarding said dispute, a copy of which is incorporated herein by reference; and

WHEREAS, the Union and the Employer wish to avoid the expense and uncertainties of arbitration and to clarify their respective rights and obligations regarding bargaining;

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is hereby agreed as follows:

1. This Agreement is not and shall not in any way be construed as an admission by the Employer of any wrongdoing.
2. In consideration of this Agreement, the parties agree as follows:
 - a. The City will not seek adjustments with respect to previous pension contributions for "comp time" paid at the straight time rate.
 - b. To the extent required by law or the contract, the City agrees to provide prior notice to the Union of changes to practices that exist outside the CBA and, upon proper request by the Union, and to the extent required by law, bargain over the proposed change(s) and/or effect(s) of the change. Nothing herein is intended to derogate any bargaining waivers by the Union in the contract, or to impose upon the City a bargaining obligation in addition to any notice or bargaining obligation required by law or the contract.
3. In exchange for the conditions set forth in paragraph 2 above, the Union agrees that it will withdraw the grievance dated June 9, 2014 and notify the arbitrator the matter has been resolved. Each party shall be responsible for its own attorney's fees and costs, and will equally split the cost of the arbitrator.

By: _____
For the Employer

Date: _____

By: _____
For the Union

Date: 6-7-16



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/21/2016

Consent item: No

SUBJECT: Resolution No. 16-32 - Budget Appropriation

DEPARTMENT: Finance

GOAL:

OBJECTIVE:

RECOMMENDED MOTION: Move to approve Resolution No. 16-32.

SUMMARY: *Movement of EOC Relocation Funds from 317 Fund to 001 Fund for non-capital expenditures.

*Additional athletic equipment and uniforms.

*Movement of expenses from Recreation to Athletics.

*Microfilm and Retrix records conversion.

*FDLE JAG subgrant Contract award 2015-MU-BX-1066, Project Handgun Light Purchase.

*FDOT LAP Agreement Contract # G0B16, Victoria Gardens Boulevard Sidewalk

*Volusia County JPA reclassification of expenses.

*Disbursements for the RCC closeout.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Reso. No. 16-32	Reso. No. 16-32 Budget.pdf
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Lisa Pallante
Tracey Riehm
Margaret Roberts
M. Jake Johansson

Created/Initiated - 05/24/2016
Approved - 06/14/2016
Approved - 06/16/2016
Final Approval - 06/16/2016

RESOLUTION NO. 16 – 32

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROPRIATING OPERATING FUNDS PREVIOUSLY FUNDED IN THE 317 GENERAL CAPITAL FUND TO THE GENERAL FUND FOR THE PURCHASE OF ITEMS FOR THE RELOCATION OF THE EMERGENCY OPERATIONS CENTER, ADDITIONAL EQUIPMENT AND UNIFORMS IN ATHLETICS, MOVEMENT OF EXPENSES FROM RECREATION TO ATHLETICS TO CORRECT A MERCHANT FEE CHARGE, FOR THE CONVERSION OF THE MICROFILM AND RETRIX RECORDS MANAGEMENT CONVERSIONS, FOR THE JAG GRANT TO PURCHASE HANDGUN MOUNTED LIGHTS, FOR THE LOCAL AGENCY PROGRAM (LAP) AGREEMENT ON VICTORIA GARDENS SIDEWALK, FOR RECLASSIFIED EXPENSES RELATED TO THE S. ATLANTIC JPA WITH VOLUSIA COUNTY AND FOR THE DISBURSEMENTS OF FUNDS RELATED TO THE REGIONAL COMMUNICATIONS CENTER CLOSEOUT; SETTING FORTH REVENUES AND EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to move funds from the 317 General Capital Fund to the 001 General Fund for the purchase of tables, chairs, laptops, and other items necessary to relocate the Emergency Operations Center (#FIR012) that are not considered capital in the amount of \$32,000; and

WHEREAS, the City Council desires to purchase additional equipment and uniforms due to increased Athletic Program participation in the amount of \$10,000; and

WHEREAS, the City Council desires to move \$4,800 from Recreation to Athletics for proper accounting of the merchant fee charge; and

WHEREAS, the City Council desires to fund the conversion of the microfilm and Retrix systems for records management purposes in the amount of \$25,000; and

WHEREAS, the City Council desires to budget \$7,315 for the Florida Department of Law Enforcement Justice Assistance Grant (FDLE JAG) award 2015-MU-BX-1066 for the project entitled Handgun Light Purchase; and

WHEREAS, the City Council desires to be eligible to obtain funds from the Florida Department of Transportation (FDOT) Local Agency Program (LAP) Agreement, Contract #G0B16 related to the Victoria Gardens Sidewalk Project (#OMI018); and

WHEREAS, the City Council desires to appropriate funds due to the reclassification of expenditures related to the S. Atlantic JPA (#URP010) with Volusia County into the current fiscal year; and

WHEREAS, the City Council desires to disburse funds to the City of New Smyrna Beach in the amount of \$133,651.91 and the City of Edgewater in the amount of \$163,231.24 for the closeout of the Regional Communications Center; and

WHEREAS, the City Council desires to appropriate the funds related to various operating and capital items, and to set forth, appropriate and change appropriations of certain revenues and expense.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The funds for the City operating items are hereby appropriated as set forth in Composite Exhibit A, attached hereto, which reflects revenues and corresponding expenditures for the designated projects.

Section 2. The Budget item adopted in the preceding section shall govern the expenditures relating to such operations for the City during the current fiscal year effective October 1, 2015 through September 30, 2016.

Section 3. Supplemental appropriations, reductions of appropriations, emergency appropriations, and interdepartmental transfers of appropriations may be effected by the City Council and the City Manager as deemed necessary in strict compliance with the procedures specified in Chapter 2, Article VI, Division 3, Code of Ordinances, City of Port Orange, Florida.

Section 4. This Resolution shall become effective immediately upon adoption.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the day of

Reviewed and Approved: _____
Matthew J. Jones, Deputy City Attorney

COMPOSITE EXHIBIT A**Resolution No. 16-32**

FY2016 **General Fund (Fund 001)**
PREPARED: **June 13, 2016**
FINANCE: **Jamie Miller**

	BUDGET
	INCREASE(DECREASE)

REVENUES:

Transfer from the 317 Fund	32,000
Athletic Registration	10,000
Appropriated Equity	25,000
Florida Department of Law Enforcement (FDLE) Justice Assistance Grant (JAG) - Contract #2015-MU-BX-1066	7,315
TOTAL REVENUES:	74,315

EXPENDITURES:

Fire Services	32,000
Athletics	10,000
Recreation	(4,800)
Athletics	4,800
City Clerk	25,000
Public Safety	7,315
TOTAL EXPENDITURES:	74,315

*Move funds back to the General Fund from the 317 General Capital Fund to fund non capital expenditures (tables, chairs, laptops) related to the relocation of the Emergency Operations Center (EOC), Project FIR012.

*To fund \$10,000 additional equipment and uniforms that are needed due to increased participation in athletic programs.

*To move \$4,800 in expenses from Recreation to Athletics to correct a merchant fee charge to the proper account.

*To fund the Microfilm and Retrix conversion to assist with Records Management.

*Resolution No 16-4 authorized City staff to apply for grant funds from the FDLE in the amount of \$7,315 to be used towards the purchase of handgun mounted lights. This budgets for the FDLE JAG subgrant related to the Contract award 2015-MU-BX-1066, Project entitled Handgun Light Purchase.

COMPOSITE EXHIBIT A**Resolution No. 16-32**

FY2016 **Transportation Impact Fee (Fund 312)**
PREPARED: **June 13, 2016**
FINANCE: **Jamie Miller**

	BUDGET INCREASE(DECREASE)
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REVENUES:

Local Agency Program (LAP) Agreement- (Contract # G0B16)	80,156
Project OMI018 Victoria Garden Sidewalk	
TOTAL REVENUES:	80,156

EXPENDITURES:

Public Works	80,156
TOTAL EXPENDITURES:	80,156

***To budget for the LAP Agreement between the Florida Department of Transportation (FDOT) and the City of Port Orange. This is related to the FDOT Contract # G0B16 for the Design Services for the sidewalk project along the east/south side of Victoria Gardens Boulevard from Appleview Way to Clyde Morris, City Project #OMI018.**

COMPOSITE EXHIBIT A

Resolution No. 16-32

FY2016 W/S R&R (Fund 403)
PREPARED: June 13, 2016
FINANCE: Jamie Miller

	BUDGET INCREASE(DECREASE)
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REVENUES:

Appropriated Equity	217,096
TOTAL REVENUES:	217,096

EXPENDITURES:

Water Production	37,084
W/S Distribution	180,012
TOTAL EXPENDITURES:	217,096

*To budget for Project URP010, S. Atlantic JPA with Volusia County. A year end audit adjustment reclassified these charges as deposits in FY2015 and expenditures in FY2016. The budget had been appropriated in FY2015 and rolled into fund balance after the reclassification. Now, in FY2016, the budget needs to be re-appropriated to fund the expenditures.

COMPOSITE EXHIBIT A**Resolution No. 16-32**

FY2016 **Impact Fee (Fund 405)**
PREPARED: **June 13, 2016**
FINANCE: **Jamie Miller**

	BUDGET INCREASE(DECREASE)
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REVENUES:

Appropriated Equity	273,519
TOTAL REVENUES:	273,519

EXPENDITURES:

W/S Distribution	273,519
TOTAL EXPENDITURES:	273,519

***To budget for Project URP010, S. Atlantic JPA with Volusia County. A year end audit adjustment reclassified these charges as deposits in FY2015 and expenditures in FY2016. The budget had been appropriated in FY2015 and rolled into fund balance after the reclassification. Now, in FY2016, the budget needs to be re-appropriated to fund the expenditures.**

COMPOSITE EXHIBIT A**Resolution No. 16-32**

FY2016 **Deferred Const. Reserve (Fund 421)**
PREPARED: **June 13, 2016**
FINANCE: **Jamie Miller**

	BUDGET INCREASE(DECREASE)
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REVENUES:

Appropriated Equity	202,540
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TOTAL REVENUES:	202,540
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EXPENDITURES:

W/S Distribution	202,540
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TOTAL EXPENDITURES:	202,540
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***To budget for Project URP010, S. Atlantic JPA with Volusia County. A year end audit adjustment reclassified these charges as deposits in FY2015 and expenditures in FY2016. The budget had been appropriated in FY2015 and rolled into fund balance after the reclassification. Now, in FY2016, the budget needs to be re-appropriated to fund the expenditures.**

COMPOSITE EXHIBIT A**Resolution No. 16-32****FY2016 Consolidated Dispatch (Fund 632)****PREPARED: June 13, 2016****FINANCE: Jamie Miller**

	BUDGET INCREASE(DECREASE)
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REVENUES:

Appropriated Equity	296,884
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TOTAL REVENUES:	296,884
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EXPENDITURES:

Police	296,884
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TOTAL EXPENDITURES:	296,884
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***To fund the disbursements related to the Regional Communications Center (RCC) closeout. \$133,651.91 was paid to the City of New Smyrna and \$163,231.24 was paid to the City of Edgewater.**



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/21/2016

Consent item: No

SUBJECT: Volusia Governments Water Resources Compact Ratification

DEPARTMENT: City Manager

GOAL: 1 - Infrastructure Preservation

OBJECTIVE: N/A

RECOMMENDED MOTION: To Approve Ratification of the Volusia County Water Resources Compact and Authorize the Mayor to execute on behalf of the City.

SUMMARY: Volusia County and the cities within its boundaries are interested in entering into a Water Resources Compact. This compact will present a united front in furthering the needs of this region including but not limited to water quality, potable water and re-use. This type of agreement may help in acquiring future funding for major projects that effect our city and its immediate surrounding area.

This compact does not require funding from the City of Port Orange. Nor does it limit the power of each government to govern its respective jurisdictional area.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Volusia Governments Water Resources Compact	Water Compact Volusia County.pdf
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Robin Fenwick
Alan Rosen
Margaret Roberts
M. Jake Johansson

Created/Initiated - 06/01/2016
Approved - 06/15/2016
Approved - 06/16/2016
Final Approval - 06/16/2016

[illegible]

VOLUSIA GOVERNMENTS WATER RESOURCES COMPACT

WHEREAS, each of the municipalities in Volusia County and unincorporated Volusia County have numerous water issues that are key to the sustainability and growth of Volusia County and each of its municipalities (hereinafter "Volusia Governments"); and

WHEREAS, the Volusia Governments face pressing water issues, including, but not limited to those relating to septic tank replacements through sewer treatment expansion, wastewater and re-use water, potable water supply, water quality projects to protect the Indian River Lagoon, the Halifax River, the St. Johns River, and the Outstanding Florida Springs (Blue, DeLeon, Gemini) ; and

WHEREAS, the Volusia Governments can most effectively address water issues together and with a united front to address the myriad common concerns shared by the Volusia Governments;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARDS OF EACH OF THE VOLUSIA GOVERNMENTS:

SECTION 1: "The Compact" shall refer to this document, and the collective efforts undertaken in furtherance of the aims of each of the Volusia Governments.

SECTION 2: The Volusia Governments commit to support the following activities:

- Development of and advocacy for joint positions on federal and state legislation, regulations, and administrative policies pertaining to water issues, including, but not limited to, those relating to septic tank replacements through sewer treatment expansion, wastewater and re-use water, potable water supply, water quality projects to protect the Indian River Lagoon, the Halifax River, the St. Johns River, and the Outstanding Florida Springs (Blue, DeLeon, Gemini).
- Creation of common regional baseline information, relating to all relevant water issues.
- Convocation of an annual Volusia Governments Water Summit.
- Development of a Regional Water Action Plan, including strategies to accomplish the common goals of the Volusia County Governments relating to water issues, to be revised every five years from the date of publication of the first Action Plan.
- Solicitation of external funding and resources to support Compact initiatives.
- Establishment of an enduring organizational structure for the Compact, subject to the approval of each of the Volusia Governments to facilitate Compact work, enhance the strong relationships among the Compact governments, and improve the Compact's competitiveness in seeking external funding and resources.

SECTION 3. The Volusia Governments will continue to support and foster expanded public, private, and nonprofit engagement in Compact initiatives at the local, regional, state, national, and international levels, with an emphasis on communications, partnerships, and capacity building.

SECTION 4. In pursuit of the common aims of the Volusia Governments under the Compact, each such government pledges not to work at cross-purposes with the other governments. However, nothing in this document shall be deemed to limit the power of each governmental entity to govern its respective jurisdictional area.

SECTION 5. The commitments contained herein shall not be effective until approved through the required procedures of each respective member of the Compact.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/21/2016

Consent item: No

SUBJECT: Riverwalk Development Update

DEPARTMENT: City Attorney

GOAL:

OBJECTIVE:

RECOMMENDED MOTION:

SUMMARY: Attached is a preliminary list of documents that are in progress for the Riverwalk Project.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Status Report	Status Report.pdf
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Robin Fenwick
Margaret Roberts

Created/Initiated - 06/10/2016
Final Approval - 06/16/2016

JUNE 16, 2016 STATUS REPORT
RIVERWALK AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT
AND OTHER LEGAL DOCUMENTS

DEVELOPER is providing documents consistent with the procedures for application(s) before community development and in response to council action as follows:

MDA

- Revisions to the Restatement of Riverwalk Marina and Riverboat MDA for continuation of certain the interim uses

LICENSE FOR TEMPORARY SIGN

- Proposed plan and CD application for temporary sign license at Dunlawton and Ridgewood

DEED

- Deed of dedication and restrictions for crossing over to access eastern lots
- Sketch and legal description for crossing parcel
- Sketch and legal description for deed of dedication for public trail and park

RELEASE

- Release of all encumbrance(s) for land within the deed of dedication

EASEMENTS

- Blanket access easement and restrictions for public access during business hours only on proposed lot 1, 2, 3, 4, 5, 6 and 9
- Sketch and legal description for replacement easement for utilities, access, construction, operations, maintenance and repair
- Sketch and legal description for the replacement storm water easement serving the public trail and park
- On site Lot 9 drainage and utility easements including maintenance by dominant property owner being served (Dave's) and sketch/legal description for subservient parcel
- Temporary construction easement for parcels east of existing Halifax right of way

ECONOMIC INCENTIVE AGREEMENT

- List of improvements that the developer considers public improvements reimbursable by TIF
- Submittal of developer's letter to the city specifying requested economic incentives, if any

PLAT

- Title Agent's Plat Certification for subdivision plat or Attorney's Opinion of Title updated effective date at least two weeks before execution and recording
- Revision of plat dedication page certification blocks to include space for the CRA to sign approving in the event of recording prior to transfer of the Cardwell property
- List of subdivision/site improvements for all project property including engineer's estimate of value to construct Phase I

OTHER

- Revisions to documents as referenced in the previous outstanding legal comments, other documents as required by the proposed MDA and as determined by council in the final preparation of all documents

JUNE 16, 2016 STATUS REPORT
RIVERWALK AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT
AND OTHER LEGAL DOCUMENTS

The CITY is reviewing drafts submitted by DEVELOPER as follows:

- Economic Incentive (TIF) Agreement (City attorney revisions will be transmitted separately)
- Cardwell Exchange Agreement
- Restatement of Riverwalk Marina and Riverboat as the city conditioned at Planning Commission
- List of public improvements for public trail and park (linear park) as shown on the subdivision/site plan
- Title Opinion for plat

The CITY will prepare drafts as follows:

- Notice to Cardwell to terminate the lease
- Deed for Cardwell transfer
- Escrow agreement for Cardwell transfer
- Advertising for Cardwell transfer
- Resolution limiting use of east end of Ocean to pedestrian, government and utility purposes
- Utilities easement
- Revisions to documents referenced in outstanding legal comments as provided on May 25, 2016 and as otherwise determined by council during the preparation of all documents



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 06/21/2016

Consent item: No

SUBJECT: Lien Amnesty Progress Report

DEPARTMENT: City Attorney

GOAL:

OBJECTIVE:

RECOMMENDED MOTION:

SUMMARY: The Community Development Department has consulted with the City Attorney's Office to update and expedite the city's program for administrative code enforcement lien reductions. The updated process is intended to encourage compliance by property owners who have incurred large code enforcement liens due to foreclosure, bankruptcy, tax sales and other economic hardships. The legal staff expects to present an updated program on July 19, 2016 for first reading of an ordinance. Matthew Jones has attached a memorandum with further detail on the proposed program.

As you recall, City Council fielded two code enforcement lien reduction requests at the May 3, 2016 Meeting. The following is an update on these two requests:

820 Sugar House Blvd.

The City Attorney's Office has been in contact with the attorney for the prospective owner of 820 Sugar House Blvd. There is currently an objection to the foreclosure sale, but the prospective owner's attorney has indicated that the objection will likely be overruled and his client will take title to the property later this month. Once the owner corrects all outstanding violations, the owner will be eligible to participate in the new lien reduction program which will greatly reduce the amount owed to the City.

48 Springwood Sq.

Once the proposed lien reduction program is put into place, the owner of 48 Springwood Square would be eligible for a full satisfaction of the outstanding lien based on the proceeds received by the City from the Tax Deeds Sale.

Project Funding Account
No.: No.:

ATTACHMENTS:

1.	Proposed Lien Reduction Program	.pdf
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	Overview Memorandum	
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Robin Fenwick
Matthew Jones
M. Jake Johansson

Created/Initiated - 06/16/2016
Approved - 06/16/2016
Final Approval - 06/16/2016



Office of the City Attorney

1000 City Center Circle

Port Orange, FL 32129

Matthew J. Jones

Deputy City Attorney/

Police Legal Advisor

mjones@port-orange.org

Telephone: (386) 506-5525

Facsimile: (386) 506-5530

MEMORANDUM

TO: City Council

FROM: Matthew J. Jones, Dep. City Atty

DATE: June 21, 2016

RE: **Code Enforcement Lien Reduction Program**

BACKGROUND

The City uses code enforcement fines as a tool to encourage compliance with the Code after a property owner has been notified that a violation exists and has been given a reasonable period of time to correct said violation. These fines can be a useful method to gain compliance, but they can also hinder compliance when they grow to an amount that is disproportionate to the value of the property. When this occurs, the same fines that were once imposed to encourage compliance, end up becoming a disincentive for an existing owner or new owner to bring the property into compliance. This is contrary to the primary objective of imposing code enforcement fines which is compliance with the Code, not generating revenue.

The City Council approved Resolution 15-74 in an attempt to create a temporary amnesty program that would provide a process in which property owners could request and receive a reduction to code enforcement liens. A revised approach is now being proposed to address some of the shortfalls in the test program.

PROPOSED LIEN REDUCTION PROGRAM

- A. *Fine Cap.* The newly proposed lien reduction program will cap all code enforcement fines to an amount not to exceed 50% of the value of the property. The value of the property will be determined by the "just value" listed on the Volusia County Property Appraiser's website. This cap will ensure that code enforcement fines never become disproportionate to the value of the property on which the fine is assessed. This cap does not apply to actual costs

expended by the City to enforce compliance and/or mitigate violations (i.e. mowing, demolition, securing, etc.).

- B. *Lien Reduction.* In addition to the cap on fines, eligible property owners will be able to apply for a code enforcement lien reduction. If all eligibility criteria are met, the lien may be reduced by up to 80%. The lien shall not be reduced to an amount less than the actual costs expended by the City to enforce compliance and/or mitigate violations. This reduction will incentivize compliance and also secure the hard-costs expended by the City.
- C. *Eligibility.* In order to be eligible for a lien reduction, the property must be in compliance and owned by the applicant. The applicant must be free of any outstanding debts owed to the City or taxes due to the county. If the applicant owned the property at the time of the finding of violation that resulted in the lien, he or she will only be eligible to apply for a lien reduction once, and may not apply to reduce a subsequent code enforcement lien for a repeat offense. This method will incentivize compliance for owners who may be unable to pay a large fine, while protecting against abuse of the lien reduction program. Once reduced, the applicant will have 60 days to pay the reduced lien, or the reduction will be nullified.
- D. *Authority.* Under the proposed lien reduction program, the City Manager, with the advice of the City Attorney, will be authorized to reduce code enforcement liens in accordance with the guidelines established by City Council.

CONCLUSION

By adopting the proposed lien reduction program, the City Council will codify a permanent solution that can be uniformly applied to those individuals eligible for a reduction who have made a good faith effort to comply with the City's Code by remedying any existing code violations. We will no longer have exorbitant code enforcement fines that tend to operate as an obstacle in the path to compliance. This approach will not affect the City's other tools for enforcing compliance with the Code such as foreclosing on a code enforcement lien (unless the property is a homestead) or filing an action for injunctive relief. Reducing liens in accordance with the proposed program will better align our code enforcement practice with its intended purpose of gaining compliance with the Code.