



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

AUGUST 16, 2016

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. Final Plat & Plans, License Agreement, and Concurrency and Fair-Share Agreement/Westport Reserve Subdivision, Case No. 16-50000002

D. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

6. Citizen Advisory Committee for TPO
7. Planning Commission Appointments
8. Golf Advisory Board Report
9. Library Advisory Board Appointment

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

F. COUNCIL COMMENTS

10. Comments/Concerns from Council Members

G. CONSENT AGENDA

11. Approval of Minutes

- a. August 2, 2016 - Regular City Council Meeting
- b. August 9, 2016 - City Council Budget Workshop

12. Bid Awards and Contract Items

- a. Authorization of up to \$1,430,000 in Encumbrance for Landfill Tipping Fees in FY2017
- b. Intent to Award RFP 16-21 Customer Portal Alerting System for Water Utilities to American Conservation & Billing Solutions, Inc. (AmCoBi)
- c. Allied Universal Corporation Change Order No 1 to the Standard Contract for Services, signed September 22, 2015
- d. Carmeuse Lime & Stone, Inc. - Change Order No 1 to the Standard Contract for Services, signed September 22, 2015
- e. Award of RFP #16-22, Disaster Debris Removal and Disposal Services
- f. CedarChem, LLC - Change Order No 1 to the Standard Contract for Services, signed September 22, 2015.
- g. First Addendum to Broker Service Agreement
- h. Change Order No. 1 with Ameritech Homes, Inc.
- i. Task Authorization No 3 to ATS Land Surveying, LLC for the Centerline Elevation Survey of Storm Water Drainage Swales

13. Historic Tree Removal, Badcock Home Furniture and More, 4610 S. Clyde Morris Boulevard

14. Historic Tree Removal – 267 Manhattan Way

15. Historic Tree Removal – 5566 Trailside Drive

16. FRDAP Unique Abilities Grant Application - Willow Run Playground ADA Improvements

H. REGULAR AGENDA

17. Crime Report

18. 3rd Quarter Strategic Plan Update

19. Expires 9/30/16 Approval of Annual Contract with the Port Orange South Daytona Chamber of Commerce for Economic Development Services

I. COMMENTS

20. City Attorney Comments

21. City Manager Comments

J. COUNCIL COMMITTEE REPORTS

22. City Council Committee Reports

a. ArtHaus

b. Port Orange/South Daytona 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 08/16/2016

Consent item: No

SUBJECT: Final Plat & Plans, License Agreement, and Concurrency and Fair-Share Agreement/Westport Reserve Subdivision, Case No. 16-50000002

DEPARTMENT: Community Development

GOAL: 2 - Quality of Life

OBJECTIVE: N/A

RECOMMENDED MOTION: Move to approve (1) the Final Plat & Plans for the Westport Reserve Subdivision; (2) Concurrency and Fair-Share Agreement dated August 16, 2016; and (3) License Agreement for Lido Way and portion of Estero Loop, subject to the Westport Reserve Plat being recorded and to authorize the Mayor and City Clerk to act on behalf of the City to execute a License Agreement for the Westport Reserve Subdivision.

SUMMARY: Planning Commission Action (7/28/16): Recommended Approval

The applicant requests approval of the Westport Reserve Subdivision. The subject property is located south of Town West Boulevard, between the Royal Palm PUD subdivision and Tomoka Farms Road. If approved, the applicant intends to subdivide the +/- 148.7-acre property into 17 tracts of land. The proposal includes a 64 single-family lot subdivision, area for future residential development, and tracts for tree preservation, stormwater retention, and open space.

The plat also incorporates the Sanctuary at Westport multi-family development that is currently under construction. The required infrastructure (water, sewer, drainage, driveways, turn lanes, landscaping, and construction of a portion of Coraci Boulevard) to serve the 360-unit multi-family development were approved under the site plan review requirements. The applicant proposes to now include this site in the Westport Reserve Plat area.

The plat and subdivision plans have been designed according to the requirements of the City's Land Development Code (LDC) and the dimensional standards outlined in PC-A Neighborhood Zoning District of the LDC. The Planned Community Agriculture (PC-A) Neighborhood zoning district is intended to accommodate a variety of standard suburban housing types at varying densities. Single-family, two-family, and multi-family housing are all permitted uses in this zoning district.

The Concurrency and Fair-Share Agreement is to document the number of vested trips being used by the proposed 64 lot single-family subdivision (Phase 2B) and to mitigate the impact of the new traffic generated from the 64 single-family home subdivision. The

Traffic Impact Analysis (TIA) completed by Traffic Engineering Data Solutions, Inc. (TEDS) anticipates an additional 618 vehicle trips generated per day from Phase 2B and a minor impact to the Summer Trees Road project upon completion of Phase 2B. Based on the TIA prepared, the owner is required to make a \$3,784 fair-share mitigation payment for the one PM peak hour trip that is expected to use capacity created by the Summer Trees Road improvements. The fair-share mitigation payment will be credited towards the Summer Trees Road extension project that was completed in 2008 (see Exhibit A-2 of the Concurrency and Fair-Share Agreement). The Concurrency and Fair-Share Agreement has been executed by the property owner and is attached for review.

The License Agreement is in connection with the proposal to install concrete pavers, street trees, landscaping, and irrigation at the entrance of the subdivision and within the public right-of-way (Lido Way and portion of Estero Loop). The applicant has been advised of applicable requirements of the License Agreement and that the HOA will be required to maintain and if necessary, replace these improvements. Further, should the HOA fail to abide by this requirement, it provides the City with the ability to take necessary corrective actions at the expense of the HOA. City liability concerns are addressed by an indemnity statement in the License Agreement document.

Project Funding Account
No.: No.:

ATTACHMENTS:

1.	Staff Report	Staff Report Westport Boardsync.pdf
2.	Westport Reserve Plat	Subdivision Plat stamped 7-20 for CC 8-16.pdf
3.	Westport Reserve Subdivision Plans	Subdivision Plans and Landscape Hardscape 7-20 reduced.pdf
4.	License Agreement	License Agreement - Westport.pdf
5.	Fair Share Agreement	20160810 Fair Share AGreement.pdf

Gwen Perney	Created/Initiated - 07/29/2016
Wayne Clark	Approved - 08/04/2016
Margaret Roberts	Approved - 08/12/2016
M. Jake Johansson	Approved - 08/12/2016
Robin Fenwick	Final Approval - 08/12/2016



STAFF REPORT

SUBDIVISION PLAT & PLANS /WESTPORT RESERVE CASE NO. 16-50000002

REQUEST:	Approval of the Westport Reserve Subdivision Plat and Plans
LOCATION:	South of Town West Boulevard west of Royal Palm PUD Subdivision and east of Tomoka Farms Road (See Figure 1)
OWNER:	Edge Cove LLC
APPLICANT:	Jonathan Claber, Edge Cove LLC
PLANNING COMMISSION RECOMMENDATION:	Approval
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Gwen Perney (386) 506-5673
CITY COUNCIL DATE:	August 16, 2016

DISCUSSION:

The applicant requests approval of the Westport Reserve Subdivision. If approved, the applicant intends to subdivide the +/- 148.7-acre property into 17 tracts of land. The proposal includes a 64 single-family lot subdivision, area for future residential development, and tracts for tree preservation, stormwater retention, and open space. The plat also incorporates the Sanctuary at Westport multi-family development that is currently under construction. The subject property is located south of Town West Boulevard, between the Royal Palm PUD subdivision and Tomoka Farms Road.

Figure 1. Location Map



The subject property is zoned “PC-A” (Planned Community Agriculture) Neighborhood District and has a Future Land Use designation of Planned Community No. 1. The PC-A Neighborhood zoning district is intended to accommodate a variety of standard suburban housing types at varying densities. Single-family, two-family, and multi-family housing are all permitted uses in this zoning district.

The plat and subdivision plans have been designed according to the requirements of the City’s Land Development Code (LDC) and the dimensional standards outlined in the PC-A neighborhood zoning district of the LDC.

The Sanctuary at Westport Multi-Family Lot: The required infrastructure (water, sewer, drainage, driveways, turn lanes, landscaping, and construction of a portion of Coraci Boulevard) to serve the 360-unit multi-family development was approved under the site plan review requirements and is currently under construction. The applicant proposes to now include this site in the Westport Reserve Plat area.

64 Single-Family Lots Residential Development (Phase 2B): The following subdivision improvements will be constructed before or simultaneously with the development of the first lot:

- Access onto Town West Blvd. and stub-out for future connection to adjacent tracts;
- Water, sewer, and reclaimed water infrastructure;
- Public local streets (Lido Way, Hutchinson Street, and Estero Loop) within the subdivision;
- A left-turn lane on Town West Blvd. into the subdivision;
- Stormwater drainage infrastructure;
- Sidewalks and streetlights along Lido Way, Hutchinson Street, and Estero Loop;
- 20’ landscape buffer with a 3’ tall berm and decorative split-rail fence along Town West Blvd.;
- Entry signage and landscaping at the Town West Blvd. entrance
- Decorative pavers and landscaped median in the Lido Way right-of-way (requires a separate License Agreement)
- Common area amenities including a children’s playground, open play field, mail kiosk area with associated off-street parking, and sidewalks around the stormwater retention areas.

CONCURRENCY REVIEW:

The Sanctuary at Westport Multi-Family Lot: Public facilities and services are available for the 360-unit multi-family development. Concurrency reviews for Transportation, Water, Sewer, Solid Waste, and Stormwater Drainage were completed for the multi-family lot when the site plan for the Sanctuary at Westport was approved in June 2016.

64 Single-Family Lots Residential Development (Phase2B): Public facilities and services, such as roads, public infrastructure, schools, and recreational facilities are currently available to serve the proposed 64 residential lots. Any future phases will be separately evaluated for concurrency at the time of subdivision review. The following discussion summarizes the impacts the proposed development will have on the public facilities and services.

Water, Sewer, Reclaimed Water:

The proposed phase will be served by potable water, sanitary sewer, and reclaimed water. All lots will be provided with stub-outs for utilities. The developer will construct potable water, sanitary sewer, and reclaimed water lines in accordance with the utility plan for this project.

Staff from the Public Utilities Department have worked with the applicant to master design the utilities for this area to ensure that adequate capacity will exist and that correct connections will be provided for future development of the project to the west of this phase.

Stormwater Drainage:

The City's adopted level-of-service standard for stormwater drainage requires that all new retention/detention facilities be able to treat and convey the runoff from the 25-year, 24-hour storm event without causing flooding or pollution of receiving waterbodies. In addition, there must be no net loss of stormwater retention function as a result of development; therefore, the subdivision property must have the same ability to store and discharge water after development as it does before development occurs.

Recreation and Open Space:

According to the City's 2015 Concurrency Management Report, the City is not deficient in any of the recreational facilities categories and there are sufficient facilities to support the additional population from this subdivision phase.

School Capacity:

The Volusia County School District determined that the adopted level of service will be met and capacity exists in the schools for the estimated students to be generated by the proposed subdivision.

Transportation:

The developer will be required to enter into a Fair-Share Agreement with the City to mitigate the impact of the new traffic generated from the 64 single-family home subdivision. The Traffic Impact Analysis anticipates an additional 618 vehicle trips generated per day from Phase 2B. The fair-share payment will be credited towards the Summer Trees Road extension project that was completed in 2008.

Consistency with the Comprehensive Plan:

The subject property has a FLU designation of *Planned Community No. 1* on the City's Future Land Use Map. According to the Comprehensive Plan, the maximum gross residential density for the 148.7-acre overall PC-A area is four units/acre. With the addition of 64 single-family lots along with the 360 approved multi-family units, the overall density for the 148.7-acre area will be 2.85 units per acre. The development of the proposed single-family home subdivision and multi-family development is consistent with the intent of the FLU designation and permitted uses in the PC-A Neighborhood zoning district.

RECOMMENDATION:

Staff recommends **approval** of the final plat and plans for Westport Reserve Subdivision.

WESTPORT RESERVE

LYING IN SECTIONS 13 AND 14, TOWNSHIP 16 SOUTH, RANGE 32 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA

GENERAL NOTES:

- MONUMENTATION:
 - DENOTES PERMANENT REFERENCE MONUMENT FOUND STAMPED AS NOTED
 - - DENOTES PERMANENT REFERENCE MONUMENT SET 4"x4" CONCRETE MONUMENT STAMPED PRM LB 8011
 - ⊙ - DENOTES PERMANENT CONTROL POINT SET NAIL AND DISK STAMPED POP LB 8011
- ALL LINES INTERSECTING CURVES ARE RADIAL UNLESS OTHERWISE NOTED
(R) - DENOTES A LINE RADIAL RELATIVE TO ADJACENT CURVE.
(NR) - DENOTES A LINE NOT RADIAL RELATIVE TO ADJACENT CURVE.
- DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.
- ACCURACY:
 - THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1:10,000.
 - THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.
- BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE OCCUPIED SOUTH LINE OF THE SE 1/4 OF SECTION 14, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, HAVING A BEARING OF S88°57'35"W.
- NOTE: ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE U.S. SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.37/12=3.28083333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
- NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE, UTILITY, AND ACCESS EASEMENTS DEDICATED OR GRANTED HEREON WHICH SHALL BE LOCATED AS FOLLOWS EXCEPT AS OTHERWISE NOTED ON THE PLAT:

ENTIRE STREET FRONTAGES OF LOTS AND COMMON OPEN SPACE AREAS: 12.00 FEET WIDE

- UTILITIES INCLUDE BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, RECLAIMED WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, SECURITY, NATURAL GAS, FIBER OPTIC, TELECOMMUNICATION.
- ALL PLATTED UTILITY EASEMENTS, EXCLUSIVE OF PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY, SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES PURSUANT TO SECTION 177.091(28), FLORIDA STATUTES. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- ALL OTHER EASEMENTS ARE SUBORDINATE TO ANY CONSERVATION EASEMENTS DEDICATED HEREON. THERE SHALL BE NO REMOVAL OR DISTURBANCE OF ANY VEGETATION WITHIN SUCH CONSERVATION EASEMENTS. ANY PROPOSED CONSTRUCTION OR OTHER USE WITHIN A CONSERVATION EASEMENT MUST BE REVIEWED AND APPROVED BY THE CITY OF PORT ORANGE AND ANY OTHER AUTHORITY HAVING JURISDICTION OVER THE CONSERVATION EASEMENT.
- BUILDING SETBACK REQUIREMENTS:**
 - FRONT = 25 FEET
 - REAR = 20 FEET
 - SIDE = LOTS ≤ 65' = 5 FEET
 - LOTS > 65' = 7.5 FEET
 - SIDE CORNER = 20 FEET
- LOT COVERAGE REQUIREMENTS:**
 - MAXIMUM COMMON OPEN SPACE = 40%
 - MAXIMUM BUILDING COVERAGE = 50%
 - MAXIMUM BUILDING HEIGHT = 36 FEET

14. THE COMMON OPEN SPACE AREAS GRANTED TO THE HOMEOWNERS ASSOCIATION OF WESTPORT RESERVE, INC. BY THIS PLAT SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON OR GRANTED IN ACCORDANCE WITH THE HOMEOWNERS ASSOCIATION OF WESTPORT RESERVE, INC.'S COVENANTS AND RESTRICTIONS. THE GRANTING OF SUCH COMMON OPEN SPACE AREAS IS NOT INTENDED TO GRANT ANY RIGHT TO THE GENERAL PUBLIC.

15. THE HOMEOWNERS ASSOCIATION OF WESTPORT RESERVE, INC., A FLORIDA NON-PROFIT CORPORATION, SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE DRAINAGE SYSTEM SERVING THE AREA WITHIN THE BOUNDARIES OF THIS PLAT, AS DEPICTED ON THE STORMWATER MANAGEMENT PLAN APPROVED FOR THE DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. SHOULD THE ASSOCIATION FAIL TO PERFORM THE MAINTENANCE OF THE DRAINAGE AND STORMWATER MANAGEMENT SYSTEMS, THE CITY OF PORT ORANGE SHALL BE ENTITLED TO ENTER UPON THE COMMON OPEN SPACE AREAS AND DESIGNATED EASEMENT AREAS TO PERFORM MAINTENANCE, REPAIR OR REPLACE THE FACILITIES; AND, SHALL HAVE THE RIGHT TO LIEN ALL OWNERS OF RECORD IN PROPERTY FOR THE COST OF SUCH MAINTENANCE, REPAIR, AND REPLACEMENT, AS DEEMED BY THE CITY TO BE NECESSARY. IN THE EVENT OF TERMINATION, DISSOLUTION, OR FINAL LIQUIDATION OF THE ASSOCIATION, THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE SURFACE WATER OR STORM WATER MANAGEMENT SYSTEM WILL BE TRANSFERRED TO AND ACCEPTED BY AN ENTITY WHICH COMPLIES WITH SECTION 40C-42.027, F.A.C. AND BE APPROVED BY THE SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.

16. RETENTION AREAS AND COMMON OPEN SPACE AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE WITH RIGHTS OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE RIGHT TO HARVEST EXCESS STORM WATER / GROUND WATER AS DEEMED APPROPRIATE IN THE DISCRETION OF THE CITY.

17. THE HOMEOWNERS ASSOCIATION OF WESTPORT RESERVE, INC. SHALL BE RESPONSIBLE FOR MAINTAINING ALL LANDSCAPING AND IRRIGATION IN COMMON OPEN SPACE AREAS AND IN THE RIGHTS-OF-WAY.

18. THE ARTICLES OF INCORPORATION FOR THE HOMEOWNERS ASSOCIATION OF WESTPORT RESERVE, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____ PAGES _____ THROUGH _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

19. THIS PLAT IS SUBJECT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE HOMEOWNERS ASSOCIATION OF WESTPORT RESERVE, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____ PAGES _____ THROUGH _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

20. THIS PLAT SUBJECT TO THE EASEMENT AND COST SHARING AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK _____ PAGES _____ THROUGH _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LEGAL DESCRIPTION:

A PORTION OF SECTIONS 13 AND 14, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN 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 RUN S88°57'35"W 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 2596.98 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF TOMOKA FARMS ROAD, PER ROAD BOOK 1, PAGE 28, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN THE FOLLOWING THREE COURSES ALONG SAID EASTERLY RIGHT-OF-WAY LINE: N16°08'29"W A DISTANCE OF 833.38 FEET; N10°03'47"W A DISTANCE OF 222.54 FEET; N08°47'13"W A DISTANCE OF 201.00 FEET; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE RUN N87°42'50"E A DISTANCE OF 252.99 FEET; THENCE N27°43'56"W A DISTANCE OF 32.45 FEET; THENCE N31°24'40"W A DISTANCE OF 89.27 FEET; THENCE N32°35'34"W A DISTANCE OF 78.98 FEET; THENCE N07°21'34"W A DISTANCE OF 60.82 FEET; THENCE N00°19'32"W A DISTANCE OF 59.57 FEET; THENCE N61°15'13"E A DISTANCE OF 126.00 FEET; THENCE N65°48'17"E A DISTANCE OF 65.09 FEET; THENCE N20°03'24"E A DISTANCE OF 111.70 FEET; THENCE N84°27'18"E A DISTANCE OF 417.64 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2065.94 FEET, A CENTRAL ANGLE OF 05°52'38", A CHORD BEARING OF N87°23'37"E, A CHORD DISTANCE OF 211.82 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 211.92 FEET; THENCE S89°40'04"E A DISTANCE OF 2504.37 FEET; THENCE S00°19'55"W A DISTANCE OF 40.25 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1250.00 FEET, A CENTRAL ANGLE OF 57°05'19", A CHORD BEARING OF S28°12'44"E, A CHORD DISTANCE OF 1194.59 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1245.48 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 483.51 FEET, A CENTRAL ANGLE OF 56°47'27", A CHORD BEARING OF S28°21'40"E, A CHORD DISTANCE OF 459.87 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 479.25 FEET TO THE OCCUPIED SOUTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 13; THENCE S89°26'31"W ALONG SAID OCCUPIED SOUTH LINE OF THE SOUTHWEST 1/4, A DISTANCE OF 1376.04 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 N89°26'31"E ALONG THE OCCUPIED SOUTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 13, A DISTANCE OF 1476.04 FEET TO A NON-TANGENT POINT ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 583.51 FEET, A CENTRAL ANGLE OF 56°41'21", A CHORD BEARING OF N28°24'43"W, A CHORD DISTANCE OF 554.07 FEET FOR A POINT OF BEGINNING; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 577.33 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1150.00 FEET, A CENTRAL ANGLE OF 57°05'19", A CHORD BEARING OF N28°12'44"W, A CHORD DISTANCE OF 1099.03 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1145.84 FEET TO THE POINT OF TANGENCY; THENCE N00°19'55"E A DISTANCE OF 40.25 FEET; THENCE S89°40'04"E A DISTANCE OF 50.47 FEET TO A POINT ON THE EASTERLY LINE OF THE 30 FOOT FLORIDA GAS TRANSMISSION COMPANY RIGHT-OF-WAY EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 669, PAGE 1, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S35°50'40"E ALONG SAID EASTERLY LINE, A DISTANCE OF 1644.32 FEET; THENCE S28°31'44"E ALONG SAID EASTERLY LINE, A DISTANCE OF 181.84 FEET TO THE OCCUPIED SOUTH LINE OF THE AFORESAID SOUTHWEST 1/4 OF SECTION 13; THENCE S89°26'31"W ALONG SAID OCCUPIED SOUTH LINE OF THE SOUTHWEST 1/4, A DISTANCE OF 317.26 FEET TO THE POINT OF BEGINNING.

CONTAINING: 148.747 ACRES, MORE OR LESS.

PLANNING COMMISSION CERTIFICATE OF APPROVAL

THIS STATEMENT HEREBY CERTIFIES THAT THE PLAT ENTITLED WESTPORT RESERVE WAS APPROVED BY THE PORT ORANGE PLANNING COMMISSION ON _____, 2016.

CHAIRMAN OF THE PORT ORANGE PLANNING COMMISSION _____ DATE _____

CERTIFICATE OF CLERK

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL REQUIREMENTS STATED IN CHAPTER 177, FLORIDA STATUTES, AND THAT IT WAS FILED FOR RECORD ON _____, 2016 AT _____ A.M. / P.M., FILE NO. _____

BY: _____ CLERK OF THE CIRCUIT COURT IN AND FOR VOLUSIA COUNTY, FLORIDA

MAP BOOK: _____ PAGE: _____

WESTPORT RESERVE DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT EDGE COVE, LLC, BEING THE OWNER IN FEE SIMPLE OF THE LANDS SHOWN AND DESCRIBED HEREON AS THE PLAT ENTITLED WESTPORT RESERVE LOCATED IN THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, HEREBY DEDICATES THE SAID LANDS AND PLAT FOR THE USES AND PURPOSES HEREON EXPRESSED. ALL STREETS, ROADS, ALLEYS, SIDEWALKS, BIKE PATHS, AND OTHER RIGHTS-OF-WAY (INCLUDING TRACT "O" AND TRACT "P") SHOWN OR DESCRIBED ON THE PLAT ARE, UNLESS OTHERWISE INDICATED, DEDICATED TO THE CITY OF PORT ORANGE. ALL POTABLE WATER, RECLAIMED WATER, AND SANITARY SEWER LINES CONSTRUCTED WITH THE AREA ENCOMPASSED WITHIN THE PLAT ARE DEDICATED TO THE CITY OF PORT ORANGE. ALL DRAINAGE, MAINTENANCE, ACCESS, UTILITY, AND VEHICULAR ACCESS CONTROL EASEMENTS SHOWN OR DESCRIBED ON THE PLAT ARE, UNLESS OTHERWISE INDICATED, GRANTED TO THE CITY OF PORT ORANGE. ALL SIDEWALK EASEMENTS ARE HEREBY DEDICATED TO THE PUBLIC. ALL DRAINAGE, MAINTENANCE, AND ACCESS EASEMENTS SHOWN OR DESCRIBED ON THE PLAT AND THE ENTRY AND SIGNAGE EASEMENT WITHIN TRACT "H" ARE ALSO, UNLESS OTHERWISE INDICATED, GRANTED TO THE HOMEOWNERS ASSOCIATION OF WESTPORT RESERVE, INC. FOR THE PURPOSES DESCRIBED IN THE GENERAL NOTES.

ALL TRACTS AND OTHER AREAS SHOWN OR DEPICTED HEREON AS COMMON OPEN SPACE AREAS ARE HEREBY GRANTED TO THE HOMEOWNERS ASSOCIATION OF WESTPORT RESERVE, INC. FOR THE PURPOSES AS SET FORTH IN THE GENERAL NOTES.

TRACTS "A", "B", "C", AND "D" DEPICTED HEREON AS COMMON OPEN SPACE AREAS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION OF WESTPORT RESERVE, INC. ITS SUCCESSORS AND/OR ASSIGNS FOR THE PURPOSE OF COMMON OPEN SPACE.

TRACTS "E" AND "N" WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION OF WESTPORT RESERVE, INC., ITS SUCCESSORS AND/OR ASSIGNS FOR THE PURPOSE OF COMMON OPEN SPACE AND STORMWATER DRAINAGE. A DRAINAGE, MAINTENANCE AND ACCESS EASEMENT OVER TRACTS "E" AND "N" IS HEREBY GRANTED TO THE CITY OF PORT ORANGE.

TRACT "F" WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION OF WESTPORT RESERVE, INC., ITS SUCCESSORS AND/OR ASSIGNS FOR THE PURPOSE OF COMMON OPEN SPACE AND IS SUBJECT TO THE CONSERVATION EASEMENT GRANTED TO THE CITY OF PORT ORANGE, FLORIDA AS RECORDED IN OFFICIAL RECORDS BOOK 5565, PAGE 3008 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

TRACTS "G" (FUTURE DEVELOPMENT), "H" (FUTURE DEVELOPMENT), "I" (COMMON OPEN SPACE), "J" (COMMON OPEN SPACE), "K" (STORMWATER DRAINAGE), "L" (FUTURE DEVELOPMENT), "M" (COMMON OPEN SPACE) AND "O" (COMMON OPEN SPACE) ARE OWNED BY AND SHALL BE MAINTAINED BY EDGE COVE, LLC., ITS SUCCESSORS AND/OR ASSIGNS.

TRACT "J" WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION OF WESTPORT RESERVE, INC., ITS SUCCESSORS AND/OR ASSIGNS FOR THE PURPOSE OF COMMON OPEN SPACE AND IS SUBJECT TO THE CONSERVATION EASEMENT GRANTED TO THE CITY OF PORT ORANGE, FLORIDA AS RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

TRACT "O" WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION OF WESTPORT RESERVE, INC., ITS SUCCESSORS AND/OR ASSIGNS FOR THE PURPOSE OF COMMON OPEN SPACE AND IS SUBJECT TO THE CONSERVATION EASEMENT GRANTED TO THE CITY OF PORT ORANGE, FLORIDA AS RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

IN WITNESS WHEREOF, THE OWNER HAS CAUSED THESE PRESENTS TO BE SIGNED AND ATTESTED TO BY THE OFFICER NAMED BELOW AND ITS CORPORATE SEAL TO BE AFFIXED HERETO ON _____, A.D. 2016.

EDGE COVE, LLC
BY: EMERSON INTERNATIONAL, INC.

BY: _____

NAME: _____

TITLE: _____

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

WITNESS: _____ SIGNATURE _____ PRINTED NAME _____

WITNESS: _____ SIGNATURE _____ PRINTED NAME _____

STATE OF FLORIDA, COUNTY OF SEMINOLE
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2016 BY _____ AS _____ FOR EMERSON INTERNATIONAL, HE IS PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED _____ AS IDENTIFICATION.

SIGNATURE OF NOTARY PUBLIC _____ PRINTED, TYPED OR STAMPED NOTARY NAME _____
NOTARY PUBLIC, STATE OF _____ (NOTARY SEAL)
COMMISSION NO.: _____ EXPIRATION: _____

CITY COUNCIL CERTIFICATE OF APPROVAL

THIS STATEMENT HEREBY CERTIFIES THAT THE PLAT ENTITLED WESTPORT RESERVE WAS APPROVED BY THE PORT ORANGE CITY COUNCIL ON _____, 2016.

MAYOR OF THE CITY OF PORT ORANGE _____ DATE _____

ATTEST: _____ CITY CLERK OF THE CITY OF PORT ORANGE

REVIEW BY SURVEYOR AND MAPPER FOR THE CITY

I HEREBY CERTIFY TO THE CITY, THAT I HAVE REVIEWED THE FOREGOING PLAT FOR COMPLIANCE WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND THAT I HAVE PROVIDED BOTH THE CITY AND THE SURVEYOR AND MAPPER OF RECORD A LIST OF DEVIATIONS, IF ANY, FROM SUCH REQUIREMENTS.

SIGNATURE _____ DATE _____

PRINTED NAME: _____ P.L.S. NO. _____

SHEET 1 OF 12

TRACT TABLE		
TRACT	USE	AREA (ACRES)
A	COMMON OPEN SPACE	0.093
B	COMMON OPEN SPACE	0.619
C	COMMON OPEN SPACE	3.494
D	COMMON OPEN SPACE	0.153
E	COMMON OPEN SPACE/ STORMWATER DRAINAGE	5.201
F	COMMON OPEN SPACE	9.900
G	FUTURE DEVELOPMENT	9.314
H	FUTURE DEVELOPMENT	50.942
I	COMMON OPEN SPACE	9.512
J	COMMON OPEN SPACE	0.923
K	STORMWATER DRAINAGE	2.907
L	FUTURE DEVELOPMENT	5.111
M	COMMON OPEN SPACE	3.556
N	COMMON OPEN SPACE/ STORMWATER DRAINAGE	11.185
O	RIGHT OF WAY	0.003
P	RIGHT OF WAY	0.003
Q	TREE PRESERVATION	5.057

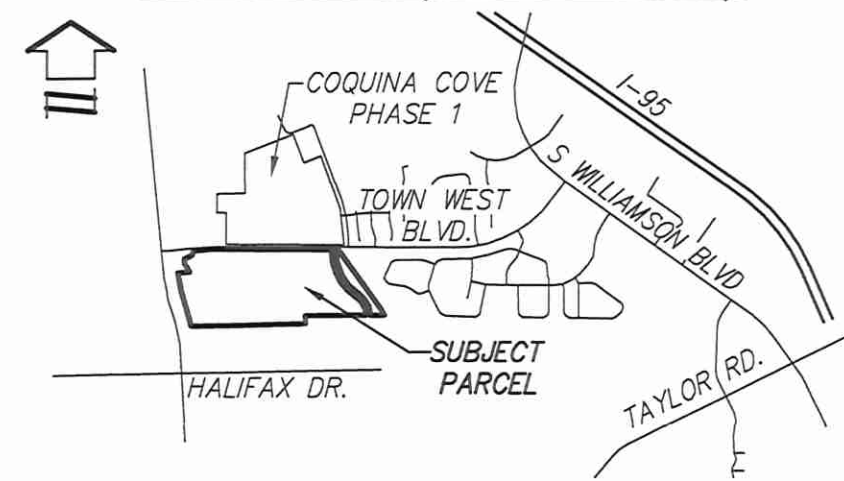
LEGEND AND ABBREVIATIONS:

ACB	ACRES
CH	CHORD BEARING
CH	CERTIFIED CORNER RECORD
CH	CHORD DISTANCE
CL	CENTER LINE
CM	CONCRETE MONUMENT
D.E.	DRAINAGE EASEMENT
FND	FOUND
ID	IDENTIFICATION
IP	IRON PIPE
IPC	IRON PIPE & CAP
IRC	IRON ROD
IRC	IRON ROD & CAP
L	ARC LENGTH
LB	LICENSED BUSINESS
M.B.	MAP BOOK
N/D	NAIL & DISK
NO	NUMBER
(NR)	NON-RADIAL
ORB	OFFICIAL RECORDS BOOK
(OA)	OVERALL
(P)	PLAT
PC	POINT OF CURVATURE
PCP	PERMANENT CONTROL POINT
PG(S).	PAGE/PAGES
PI	POINT OF INTERSECTION
PLS	PROFESSIONAL LAND SURVEYOR
PNT	POINT OF NON-TANGENCY
PRC	POINT OF REVERSE CURVATURE
PRL	POINT ON A RADIAL LINE
PRM	PERMANENT REFERENCE MONUMENT
PSM	PROFESSIONAL SURVEYOR MAPPER
PT	POINT OF TANGENCY
R	RADIUS
(R)	RADIAL
R/W	RIGHT OF WAY
SEC	SECTION-TOWNSHIP-RANGE
(TF)	TYPICAL
U.E.	UTILITY EASEMENT
Δ	CENTRAL ANGLE
~	BREAK LINE

SHEET INDEX

SHEET 1 - COVER SHEET, NOTES, LEGEND/ABBREVIATIONS
SHEET 2 - KEY MAP
SHEETS 3 TO 12 - DETAIL SHEETS

VICINITY MAP (NOT TO SCALE)



Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION NO. LB 8011

CERTIFICATE OF SURVEYOR AND MAPPER

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED BEING A LICENSED AND REGISTERED SURVEYOR AND MAPPER, DOES HEREBY CERTIFY THAT THE PLAT SHOWN AND DESCRIBED HEREON, ENTITLED WESTPORT RESERVE, WAS PREPARED UNDER MY DIRECTION AND SUPERVISION, THAT THE PLAT COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND THAT ALL MONUMENTATION SHOWN HEREON AS REQUIRED PER CHAPTER 177, FLORIDA STATUTES, HAS BEEN PROPERLY PLACED.

WILLIAM D. DONLEY, (PSM)
PROFESSIONAL SURVEYOR AND MAPPER, NO. 5381
DEWBERRY ENGINEERS, INC.
131 WEST KALEY STREET
ORLANDO, FLORIDA 32806

CERTIFICATE OF AUTHORIZATION NO. (LB) LICENSED BUSINESS 8011

08/04/16
DATE

(SEAL)



Dewberry

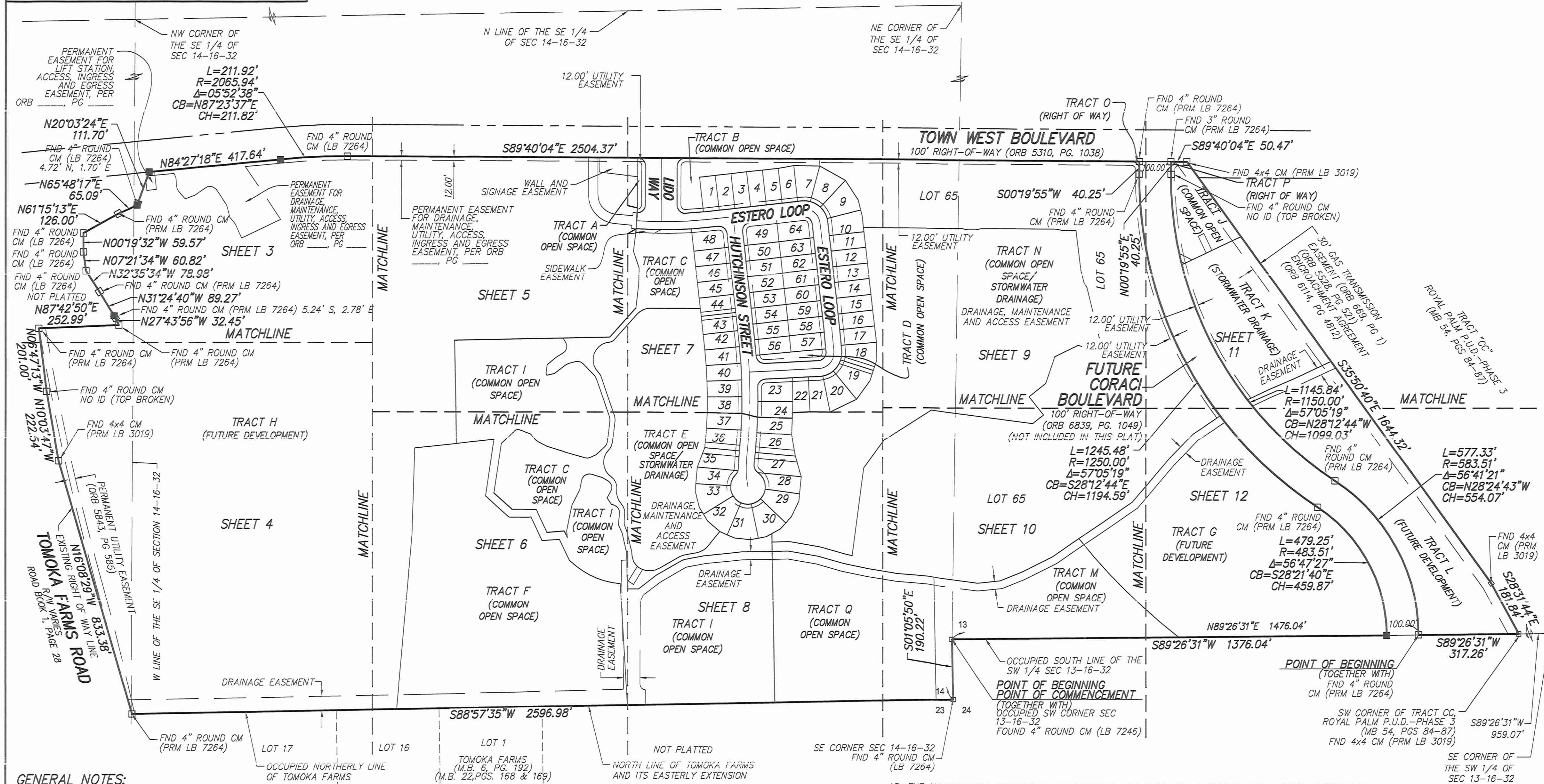
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WESTPORT RESERVE

LYING IN SECTIONS 13 AND 14, TOWNSHIP 16 SOUTH, RANGE 32 EAST,
CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA

MAP BOOK:

PAGE:

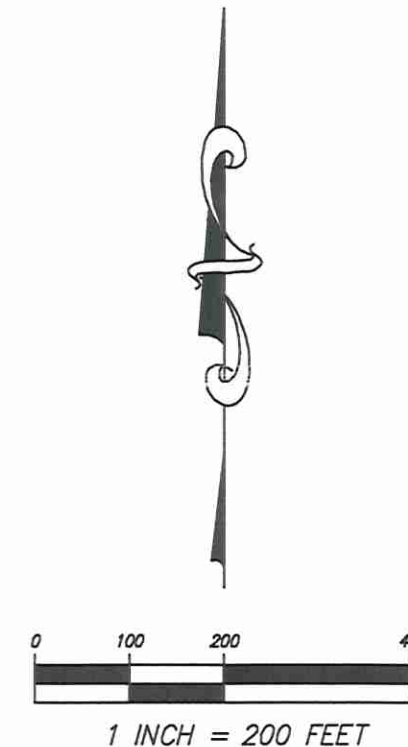


GENERAL NOTES:

- MONUMENTATION:
 - - DENOTES PERMANENT REFERENCE MONUMENT FOUND STAMPED AS NOTED
 - - DENOTES PERMANENT REFERENCE MONUMENT SET 4"x4" CONCRETE MONUMENT STAMPED PRM LB 8011
 - - DENOTES PERMANENT CONTROL POINT SET NAIL AND DISK STAMPED PCP LB 8011
- ALL LINES INTERSECTING CURVES ARE RADIAL UNLESS OTHERWISE NOTED
(R) - DENOTES A LINE RADIAL RELATIVE TO ADJACENT CURVE.
(NR) - DENOTES A LINE NOT RADIAL RELATIVE TO ADJACENT CURVE.
- DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.
- ACCURACY:
 - THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1:10,000.
 - THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.
- BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE OCCUPIED SOUTH LINE OF THE SE 1/4 OF SECTION 14, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, HAVING A BEARING OF S88°57'35"W.
- NOTE: ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE U.S. SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.37/12=3.28083333333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
- NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE, UTILITY, AND ACCESS EASEMENTS DEDICATED OR GRANTED HEREON WHICH SHALL BE LOCATED AS FOLLOWS EXCEPT AS OTHERWISE NOTED ON THE PLAT:

- UTILITIES INCLUDE BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, RECLAIMED WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, SECURITY, NATURAL GAS, FIBER OPTIC, TELECOMMUNICATION.
- ALL PLATTED UTILITY EASEMENTS, EXCLUSIVE OF PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY, SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES PURSUANT TO SECTION 177.091(28), FLORIDA STATUTES. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- ALL OTHER EASEMENTS ARE SUBORDINATE TO ANY CONSERVATION EASEMENTS DEDICATED HEREON. THERE SHALL BE NO REMOVAL OR DISTURBANCE OF ANY VEGETATION WITHIN SUCH CONSERVATION EASEMENTS. ANY PROPOSED CONSTRUCTION OR OTHER USE WITHIN A CONSERVATION EASEMENT MUST BE REVIEWED AND APPROVED BY THE CITY OF PORT ORANGE AND ANY OTHER AUTHORITY HAVING JURISDICTION OVER THE CONSERVATION EASEMENT.
- BUILDING SETBACK REQUIREMENTS:
 - FRONT = 25 FEET
 - REAR = 20 FEET
 - SIDE = LOTS ≤ 65' = 5 FEET
 - LOTS > 65' = 7.5 FEET
 - SIDE CORNER = 20 FEET
- LOT COVERAGE REQUIREMENTS:
 - MAXIMUM COMMON OPEN SPACE = 40%
 - MAXIMUM BUILDING COVERAGE = 50%
 - MAXIMUM BUILDING HEIGHT = 36 FEET
- THE COMMON OPEN SPACE AREAS GRANTED TO THE HOMEOWNERS ASSOCIATION OF WESTPORT RESERVE, INC. BY THIS PLAT SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON OR GRANTED IN ACCORDANCE WITH THE HOMEOWNERS ASSOCIATION OF WESTPORT RESERVE, INC.'S COVENANTS AND RESTRICTIONS. THE GRANTING OF SUCH COMMON OPEN SPACE AREAS IS NOT INTENDED TO GRANT ANY RIGHT TO THE GENERAL PUBLIC.

- THE HOMEOWNERS ASSOCIATION OF WESTPORT RESERVE, INC., A FLORIDA NON-PROFIT CORPORATION SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE DRAINAGE SYSTEM SERVING THE AREA WITHIN THE BOUNDARIES OF THIS PLAT, AS DEPICTED ON THE STORMWATER MANAGEMENT PLAN APPROVED FOR THE DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. SHOULD THE ASSOCIATION FAIL TO PERFORM THE MAINTENANCE OF THE DRAINAGE AND STORMWATER MANAGEMENT SYSTEMS, THE CITY OF PORT ORANGE SHALL BE ENTITLED TO ENTER UPON THE COMMON OPEN SPACE AREAS AND DESIGNATED EASEMENT AREAS TO PERFORM MAINTENANCE, REPAIR OR REPLACE THE FACILITIES; AND, SHALL HAVE THE RIGHT TO LIEN ALL OWNERS OF RECORD IN PROPERTY FOR THE COST OF SUCH MAINTENANCE, REPAIR, AND REPLACEMENT, AS DEEMED BY THE CITY TO BE NECESSARY. IN THE EVENT OF TERMINATION, DISSOLUTION, OR FINAL LIQUIDATION OF THE ASSOCIATION, THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE SURFACE WATER OR STORM WATER MANAGEMENT SYSTEM WILL BE TRANSFERRED TO AND ACCEPTED BY AN ENTITY WHICH COMPLIES WITH SECTION 400-42.027, F.A.C. AND BE APPROVED BY THE SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
- RETENTION AREAS AND COMMON OPEN SPACE AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE WITH RIGHTS OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE RIGHT TO HARVEST EXCESS STORM WATER / GROUND WATER AS DEEMED APPROPRIATE IN THE DISCRETION OF THE CITY.
- THE HOMEOWNERS ASSOCIATION OF WESTPORT RESERVE, INC. SHALL BE RESPONSIBLE FOR MAINTAINING ALL LANDSCAPING AND IRRIGATION IN COMMON OPEN SPACE AREAS AND IN THE RIGHTS-OF-WAY.
- THE ARTICLES OF INCORPORATION FOR THE HOMEOWNERS ASSOCIATION OF WESTPORT RESERVE, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGES _____ THROUGH _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
- THIS PLAT IS SUBJECT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE HOMEOWNERS ASSOCIATION OF WESTPORT RESERVE, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGES _____ THROUGH _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
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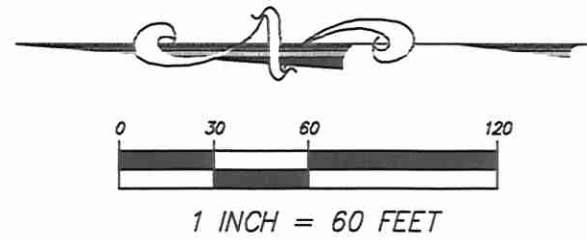


SHEET INDEX
SHEET 1 - COVER SHEET, NOTES, LEGEND/ABBREVIATIONS
SHEET 2 - KEY MAP
SHEETS 3 TO 12 - DETAIL SHEETS

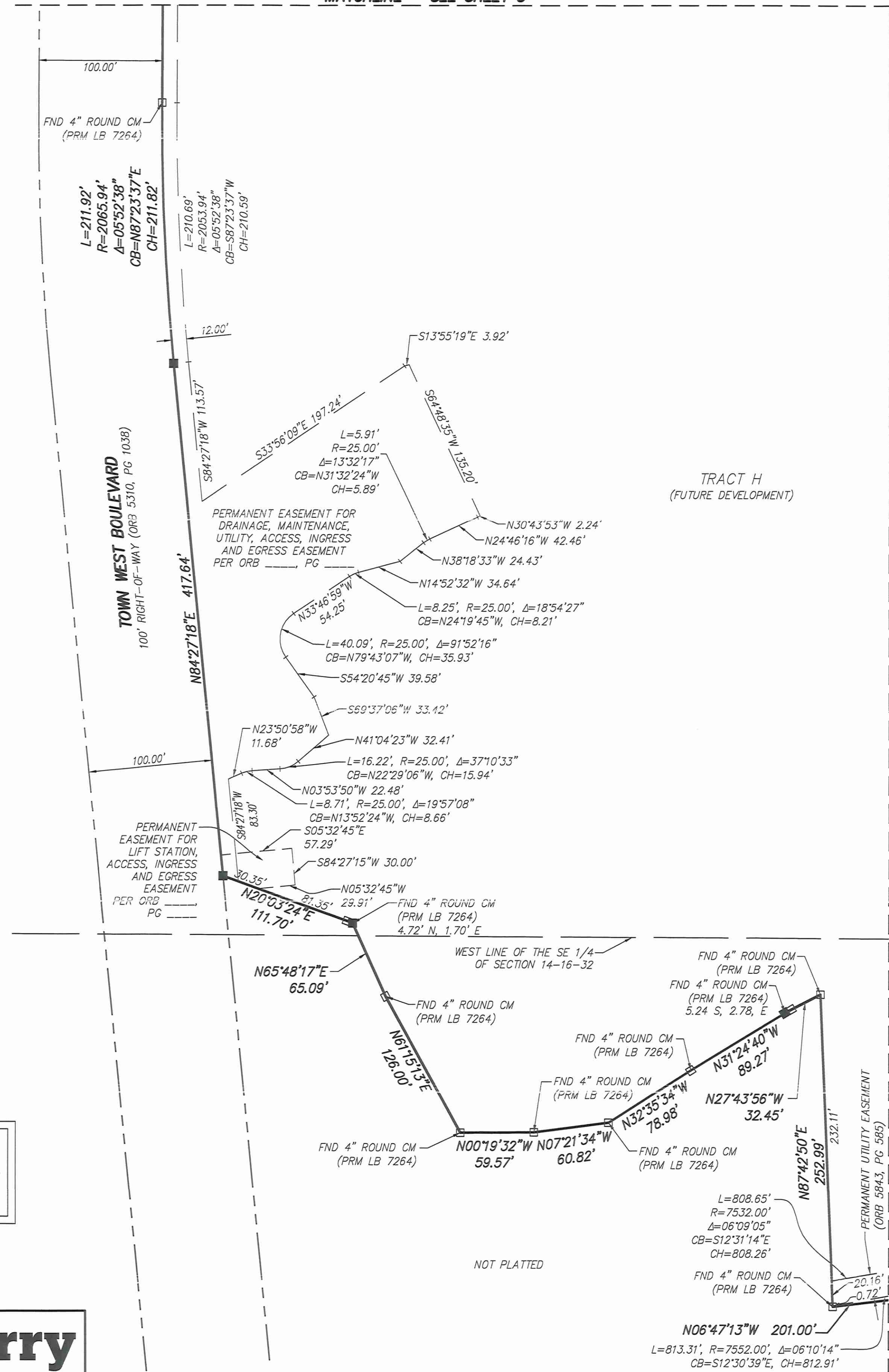
SHEET 2 OF 12

WESTPORT RESERVE

LYING IN SECTIONS 13 AND 14, TOWNSHIP 16 SOUTH, RANGE 32 EAST,
CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA



MATCHLINE - SEE SHEET 5



MATCHLINE - SEE SHEET 4

MAP BOOK:

PAGE:

GENERAL NOTES:

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8. THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE, UTILITY, AND ACCESS EASEMENTS DEDICATED OR GRANTED HEREON WHICH SHALL BE LOCATED AS FOLLOWS EXCEPT AS OTHERWISE NOTED ON THE PLAT:

ENTIRE STREET FRONTAGES OF LOTS AND COMMON OPEN SPACE AREAS: 12.00 FEET WIDE

9. UTILITIES INCLUDE BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, RECLAIMED WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, SECURITY, NATURAL GAS, FIBER OPTIC, TELECOMMUNICATION.

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 - SIDE CORNER = 20 FEET

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 - MAXIMUM BUILDING HEIGHT = 36 FEET

14. THE COMMON OPEN SPACE AREAS GRANTED TO THE HOMEOWNERS ASSOCIATION OF WESTPORT RESERVE, INC. BY THIS PLAT SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON OR GRANTED IN ACCORDANCE WITH THE HOMEOWNERS ASSOCIATION OF WESTPORT RESERVE, INC.'S COVENANTS AND RESTRICTIONS. THE GRANTING OF SUCH COMMON OPEN SPACE AREAS IS NOT INTENDED TO GRANT ANY RIGHT TO THE GENERAL PUBLIC.

15. THE HOMEOWNERS ASSOCIATION OF WESTPORT RESERVE, INC., A FLORIDA NON-PROFIT CORPORATION SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE DRAINAGE SYSTEM SERVING THE AREA WITHIN THE BOUNDARIES OF THIS PLAT, AS DEPICTED ON THE STORMWATER MANAGEMENT PLAN APPROVED FOR THE DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. SHOULD THE ASSOCIATION FAIL TO PERFORM THE MAINTENANCE OF THE DRAINAGE AND STORMWATER MANAGEMENT SYSTEMS, THE CITY OF PORT ORANGE SHALL BE ENTITLED TO ENTER UPON THE COMMON OPEN SPACE AREAS AND DESIGNATED EASEMENT AREAS TO PERFORM MAINTENANCE, REPAIR OR REPLACE THE FACILITIES; AND, SHALL HAVE THE RIGHT TO LIEN ALL OWNERS OF RECORD IN PROPERTY FOR THE COST OF SUCH MAINTENANCE, REPAIR, AND REPLACEMENT, AS DEEMED BY THE CITY TO BE NECESSARY. IN THE EVENT OF TERMINATION, DISSOLUTION, OR FINAL LIQUIDATION OF THE ASSOCIATION, THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE SURFACE WATER OR STORM WATER MANAGEMENT SYSTEM WILL BE TRANSFERRED TO AND ACCEPTED BY AN ENTITY WHICH COMPLIES WITH SECTION 406-42.027, F.A.C. AND BE APPROVED BY THE SAINT JOHN'S RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.

16. RETENTION AREAS AND COMMON OPEN SPACE AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE WITH RIGHTS OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE RIGHT TO HARVEST EXCESS STORM WATER / GROUND WATER AS DEEMED APPROPRIATE IN THE DISCRETION OF THE CITY.

17. THE HOMEOWNERS ASSOCIATION OF WESTPORT RESERVE, INC. SHALL BE RESPONSIBLE FOR MAINTAINING ALL LANDSCAPING AND IRRIGATION IN COMMON OPEN SPACE AREAS AND IN THE RIGHTS-OF-WAY.

18. THE ARTICLES OF INCORPORATION FOR THE HOMEOWNERS ASSOCIATION OF WESTPORT RESERVE, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGES _____ THROUGH _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

19. THIS PLAT IS SUBJECT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE HOMEOWNERS ASSOCIATION OF WESTPORT RESERVE, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGES _____ THROUGH _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

20. THIS PLAT SUBJECT TO THE EASEMENT AND COST SHARING AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK _____, PAGES _____ THROUGH _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

SHEET INDEX

SHEET 1 - COVER SHEET, NOTES,
LEGEND/ABBREVIATIONS
SHEET 2 - KEY MAP
SHEETS 3 TO 12 - DETAIL SHEETS



Dewberry

131 WEST KALEY STREET
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SHEET 3 OF 12



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MATCHLINE -
SEE SHEET 5

WESTPORT RESERVE

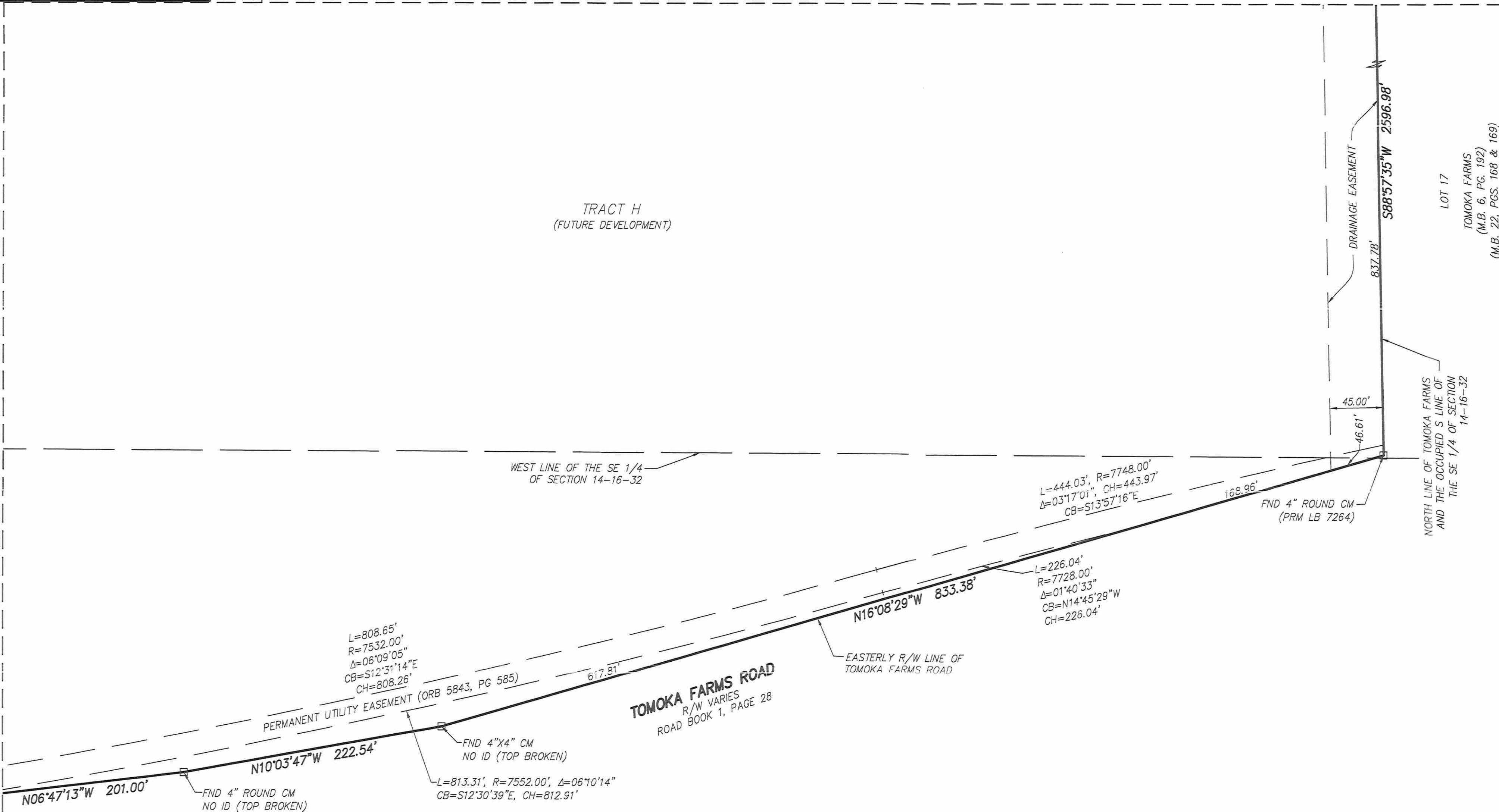
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CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA

MAP BOOK:

PAGE:

MATCHLINE - SEE SHEET 6

MATCHLINE - SEE SHEET 3



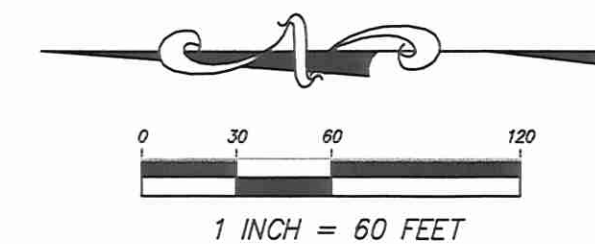
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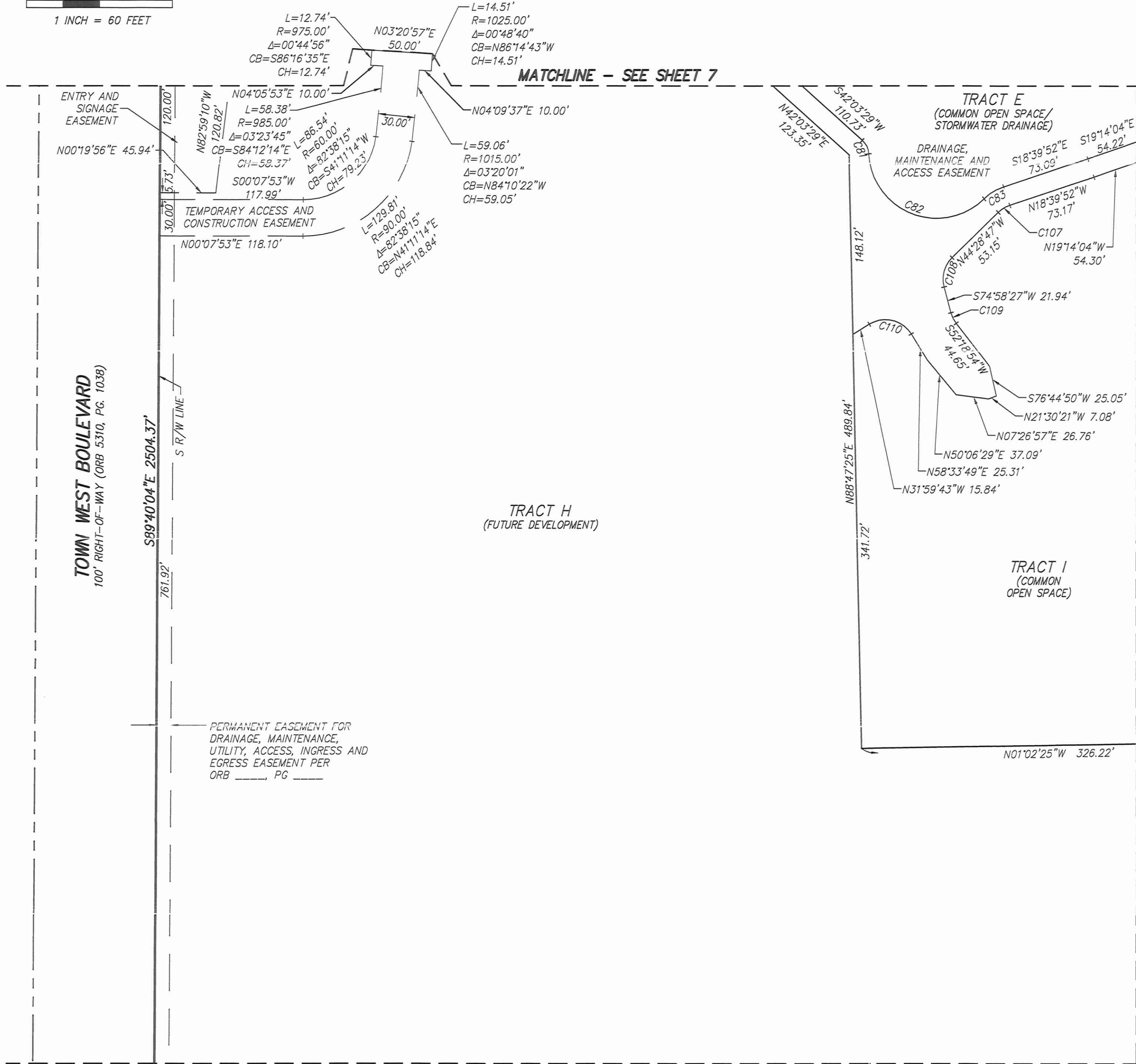
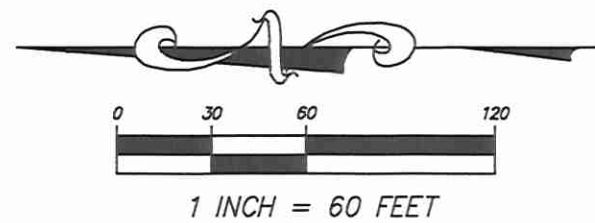
SHEET INDEX

SHEET 1 - COVER SHEET, NOTES,
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SHEET 2 - KEY MAP
SHEETS 3 TO 12 - DETAIL SHEETS

SHEET 4 OF 12

WESTPORT RESERVE

LYING IN SECTIONS 13 AND 14, TOWNSHIP 16 SOUTH, RANGE 32 EAST,
CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA



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CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
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C82	128.70'	56.00'	131°40'56"	102.19'	S21°21'41"W
C83	18.47'	41.00'	25°48'55"	18.32'	N31°34'19"W
C107	11.26'	25.00'	25°48'55"	11.17'	N31°34'19"W
C108	26.42'	25.00'	60°32'46"	25.21'	N74°45'10"W
C109	9.89'	25.00'	22°39'33"	9.82'	S63°38'40"W
C110	39.51'	25.00'	90°33'32"	35.53'	N13°17'03"E



Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION NO. LB 8011

MAP BOOK:

PAGE:

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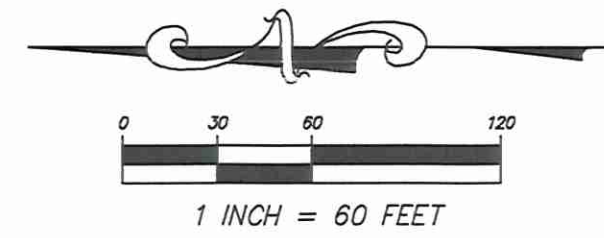
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SHEET 5 OF 12

WESTPORT RESERVE

LYING IN SECTIONS 13 AND 14, TOWNSHIP 16 SOUTH, RANGE 32 EAST,
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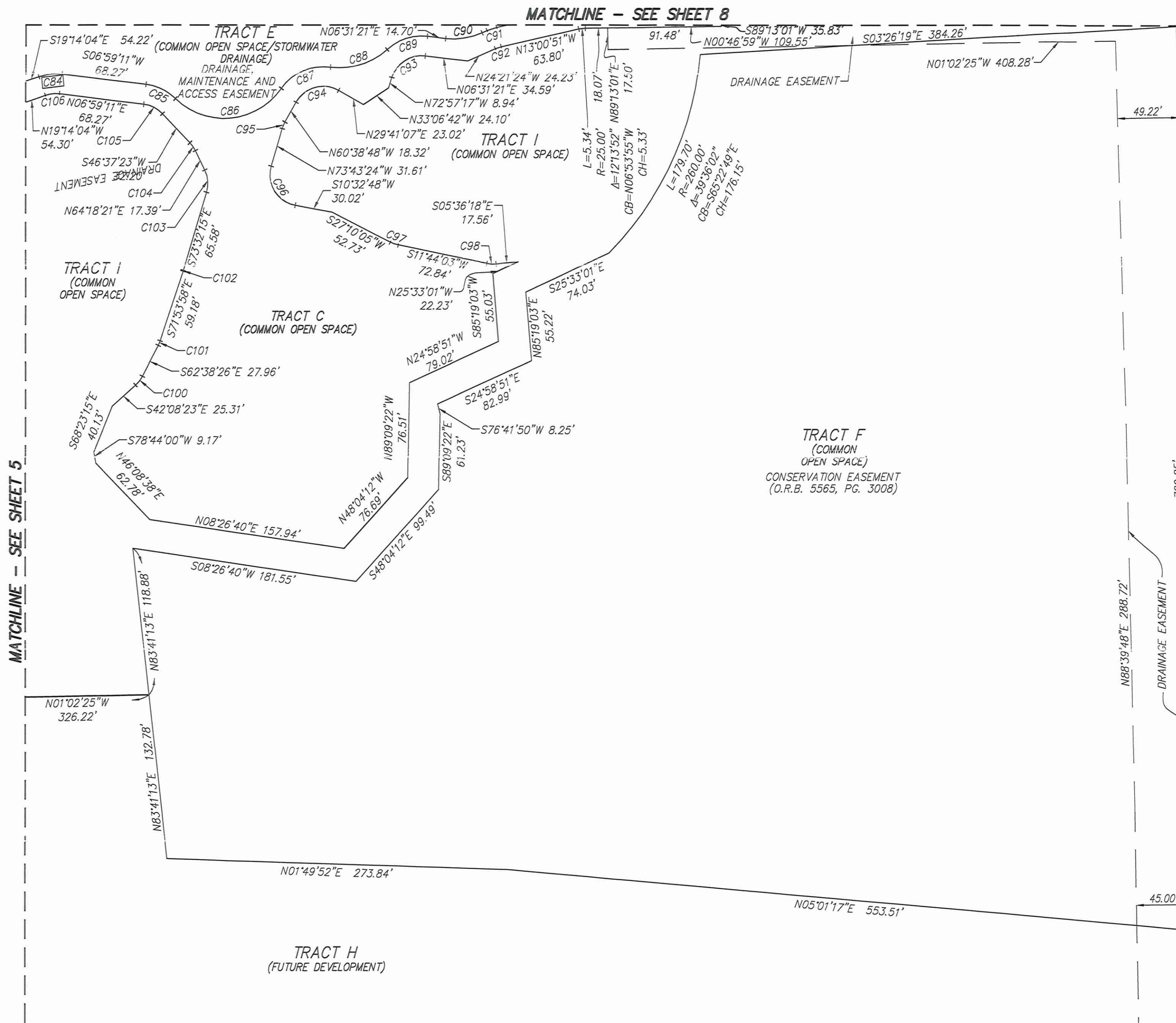
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MATCHLINE - SEE SHEET 4

MATCHLINE - SEE SHEET 8

TRACT F
(COMMON OPEN SPACE)
CONSERVATION EASEMENT
(O.R.B. 5563, PG. 3008)

TRACT H
(FUTURE DEVELOPMENT)

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C84	18.76'	41.00	267°3'16"	18.60'	S06°07'27"E
C85	26.69'	41.00	37°17'56"	26.22'	S25°38'10"W
C86	97.35'	56.00	99°35'55"	85.54'	S05°30'50"E
C87	45.26'	41.00	63°15'10"	43.00'	S23°41'12"E
C88	49.43'	56.00	50°34'12"	47.64'	S17°20'43"E
C89	35.17'	41.00	49°09'10"	34.10'	S18°03'14"E
C90	30.18'	56.00	30°52'45"	29.82'	S08°55'02"E
C91	8.12'	41.00	11°20'33"	8.10'	S18°41'08"E
C92	4.95'	25.00	11°20'33"	4.94'	N18°41'08"W
C93	34.68'	25.00	79°28'38"	31.96'	N33°12'58"W

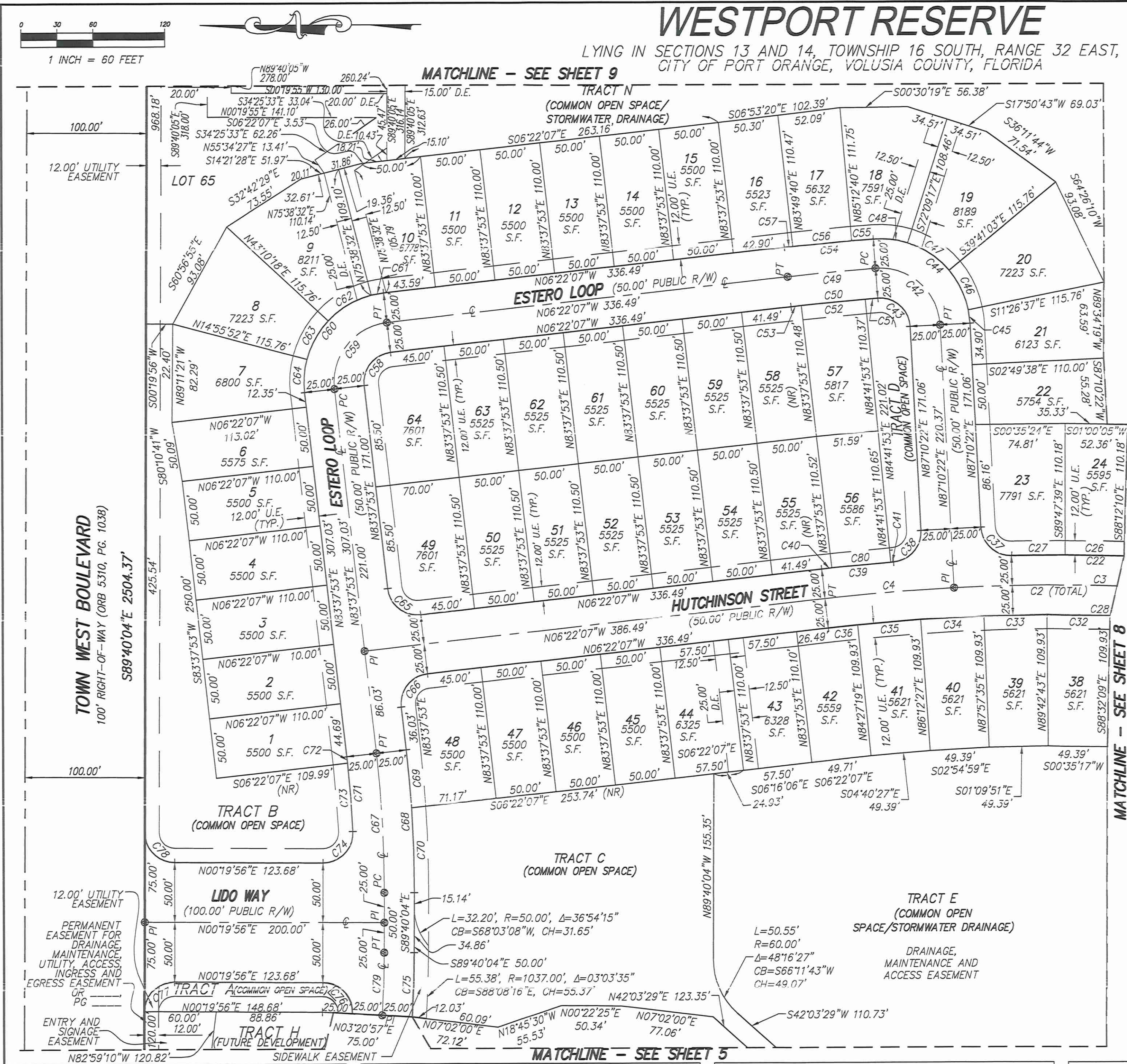
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C95	5.71'	25.00	13°04'36"	5.69'	N67°11'06"W
C96	41.77'	25.00	95°43'48"	37.08'	S58°24'42"W
C97	6.73'	25.00	15°26'02"	6.71'	S19°27'04"W
C98	7.57'	25.00	17°20'21"	7.54'	S03°03'52"W
C100	8.95'	25.00	20°30'03"	8.90'	S52°23'25"E
C101	4.04'	25.00	09°15'32"	4.04'	S67°16'12"E
C102	0.71'	25.00	01°38'17"	0.71'	S72°43'07"E
C103	18.39'	25.00	42°09'24"	17.98'	N85°23'03"E
C104	7.72'	25.00	17°40'58"	7.69'	N55°27'52"E
C105	17.29'	25.00	39°38'11"	16.95'	N26°48'17"E
C106	11.44'	25.00	26°13'16"	11.34'	N06°07'27"W



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CERTIFICATE OF AUTHORIZATION NO. LB 8011



WESTPORT RESERVE

LYING IN SECTIONS 13 AND 14, TOWNSHIP 16 SOUTH, RANGE 32 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA

GENERAL NOTES:

- MONUMENTATION:
 - - DENOTES PERMANENT REFERENCE MONUMENT FOUND STAMPED AS NOTED
 - - DENOTES PERMANENT REFERENCE MONUMENT SET 4"x4" CONCRETE MONUMENT STAMPED PRM LB 8011
 - - DENOTES PERMANENT CONTROL POINT SET NAIL AND DISK STAMPED PCP LB 8011
- ALL LINES INTERSECTING CURVES ARE RADIAL UNLESS OTHERWISE NOTED
(R) - DENOTES A LINE RADIAL RELATIVE TO ADJACENT CURVE.
(NR) - DENOTES A LINE NOT RADIAL RELATIVE TO ADJACENT CURVE.
- DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.
- ACCURACY:
 - THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1:10,000.
 - THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.
- BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE OCCUPIED SOUTH LINE OF THE SE 1/4 OF SECTION 14, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, HAVING A BEARING OF S88°57'35"W.
- NOTE: ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE U.S. SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.37/12=3.2808333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
- NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE, UTILITY, AND ACCESS EASEMENTS DEDICATED OR GRANTED HEREON WHICH SHALL BE LOCATED AS FOLLOWS EXCEPT AS OTHERWISE NOTED ON THE PLAT:
 - ENTIRE STREET FRONTAGES OF LOTS AND COMMON OPEN SPACE AREAS: 12.00 FEET WIDE
- UTILITIES INCLUDE BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, RECLAIMED WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, SECURITY, NATURAL GAS, FIBER OPTIC, TELECOMMUNICATION.
- ALL PLATTED UTILITY EASEMENTS, EXCLUSIVE OF PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY, SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES PURSUANT TO SECTION 177.09(28), FLORIDA STATUTES. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- ALL OTHER EASEMENTS ARE SUBORDINATE TO ANY CONSERVATION EASEMENTS DEDICATED HEREON. THERE SHALL BE NO REMOVAL OR DISTURBANCE OF ANY VEGETATION WITHIN SUCH CONSERVATION EASEMENTS. ANY PROPOSED CONSTRUCTION OR OTHER USE WITHIN A CONSERVATION EASEMENT MUST BE REVIEWED AND APPROVED BY THE CITY OF PORT ORANGE AND ANY OTHER AUTHORITY HAVING JURISDICTION OVER THE CONSERVATION EASEMENT.
- BUILDING SETBACK REQUIREMENTS:
 - FRONT = 25 FEET
 - REAR = 20 FEET
 - SIDE = LOTS ≤ 65' = 5 FEET
 - LOTS > 65' = 7.5 FEET
 - SIDE CORNER = 20 FEET
- LOT COVERAGE REQUIREMENTS:
 - MAXIMUM COMMON OPEN SPACE = 40%
 - MAXIMUM BUILDING COVERAGE = 50%
 - MAXIMUM BUILDING HEIGHT = 36 FEET
- THE COMMON OPEN SPACE AREAS GRANTED TO THE HOMEOWNERS ASSOCIATION OF WESTPORT RESERVE, INC. BY THIS PLAT SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON OR GRANTED IN ACCORDANCE WITH THE HOMEOWNERS ASSOCIATION OF WESTPORT RESERVE, INC.'S COVENANTS AND RESTRICTIONS. THE GRANTING OF SUCH COMMON OPEN SPACE AREAS IS NOT INTENDED TO GRANT ANY RIGHT TO THE GENERAL PUBLIC.
- THE HOMEOWNERS ASSOCIATION OF WESTPORT RESERVE, INC., A FLORIDA NON-PROFIT CORPORATION SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE DRAINAGE SYSTEM SERVING THE AREA WITHIN THE BOUNDARIES OF THIS PLAT, AS DEPICTED ON THE STORMWATER MANAGEMENT PLAN APPROVED FOR THE DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. SHOULD THE ASSOCIATION FAIL TO PERFORM THE MAINTENANCE OF THE DRAINAGE AND STORMWATER MANAGEMENT SYSTEMS, THE CITY OF PORT ORANGE SHALL BE ENTITLED TO ENTER UPON THE COMMON OPEN SPACE AREAS AND DESIGNATED EASEMENT AREAS TO PERFORM MAINTENANCE, REPAIR OR REPLACE THE FACILITIES; AND, SHALL HAVE THE RIGHT TO LIEN ALL OWNERS OF RECORD IN PROPERTY FOR THE COST OF SUCH MAINTENANCE, REPAIR, AND REPLACEMENT, AS DEEMED BY THE CITY TO BE NECESSARY. IN THE EVENT OF TERMINATION, DISSOLUTION, OR FINAL LIQUIDATION OF THE ASSOCIATION, THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE SURFACE WATER OR STORM WATER MANAGEMENT SYSTEM WILL BE TRANSFERRED TO AND ACCEPTED BY AN ENTITY WHICH COMPLIES WITH SECTION 400-42.027, F.A.C. AND BE APPROVED BY THE SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
- RETENTION AREAS AND COMMON OPEN SPACE AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE WITH RIGHTS OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE RIGHT TO HARVEST EXCESS STORM WATER / GROUND WATER AS DEEMED APPROPRIATE IN THE DISCRETION OF THE CITY.
- THE HOMEOWNERS ASSOCIATION OF WESTPORT RESERVE, INC. SHALL BE RESPONSIBLE FOR MAINTAINING ALL LANDSCAPING AND IRRIGATION IN COMMON OPEN SPACE AREAS AND IN THE RIGHTS-OF-WAY.
- THE ARTICLES OF INCORPORATION FOR THE HOMEOWNERS ASSOCIATION OF WESTPORT RESERVE, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____ PAGES _____ THROUGH _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
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- THIS PLAT SUBJECT TO THE EASEMENT AND COST SHARING AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK _____ PAGES _____ THROUGH _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

MAP BOOK:

PAGE:

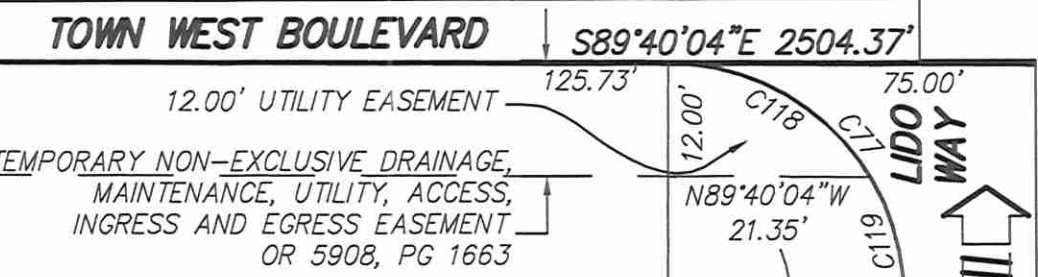
CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C2	381.45'	1750.00	12°29'20"	380.70'	N00°07'27"W
C3	273.29'	1750.00	08°56'51"	273.01'	N01°38'47"E
C4	108.16'	1750.00	03°32'29"	108.15'	N04°35'53"W
C22	227.88'	1775.00	07°21'20"	227.72'	N02°26'32"E
C26	49.30'	1775.00	01°35'29"	49.30'	N01°00'05"E
C27	44.65'	1775.00	01°26'29"	44.65'	N00°30'54"W
C28	376.00'	1725.00	12°29'20"	375.26'	N00°07'27"W
C32	52.75'	1725.00	01°45'08"	52.75'	N00°35'17"E
C33	52.75'	1725.00	01°45'08"	52.75'	N01°09'51"W
C34	52.75'	1725.00	01°45'08"	52.75'	N02°54'59"W
C35	52.75'	1725.00	01°45'08"	52.75'	N04°40'07"W
C36	24.81'	1725.00	00°49'27"	24.81'	N05°57'24"W

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C37	38.58'	25.00	88°24'30"	34.86'	N42°58'07"W
C38	38.58'	25.00	88°24'30"	34.86'	S48°37'24"E
C39	60.40'	1775.00	01°56'59"	60.40'	N05°23'38"W
C40	8.52'	1775.00	00°16'29"	8.52'	N06°13'53"W
C41	2.35'	1775.00	00°04'33"	2.35'	N04°27'25"W
C42	79.81'	50.00	91°27'13"	71.60'	N41°26'45"E
C43	39.90'	25.00	91°27'13"	35.80'	N41°26'45"E
C44	119.71'	75.00	91°27'13"	107.40'	N41°26'45"E
C45	11.28'	75.00	08°36'59"	11.27'	N82°51'52"E
C46	36.97'	75.00	28°14'26"	36.59'	N64°26'10"E
C47	42.50'	75.00	32°28'15"	41.94'	N34°04'30"E
C48	28.96'	75.00	22°07'34"	28.78'	N06°46'56"E
C49	73.64'	2021.00	02°05'16"	73.64'	N05°19'29"W
C50	72.73'	1996.00	02°05'16"	72.73'	N05°19'29"W
C51	10.57'	1996.00	00°18'12"	10.57'	N04°25'57"W
C52	53.65'	1996.00	01°32'24"	53.65'	N05°21'15"W
C53	8.52'	1996.00	00°14'40"	8.52'	N06°14'47"W

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C54	74.55'	2046.00	02°05'16"	74.55'	N05°19'29"W
C55	18.14'	2046.00	00°30'29"	18.14'	N04°32'06"W
C56	49.39'	2046.00	01°23'00"	49.39'	N05°28'50"W
C57	7.02'	2046.00	00°11'47"	7.02'	N06°16'14"W
C58	39.27'	25.00	90°00'00"	35.36'	N51°22'07"W
C59	78.54'	50.00	90°00'00"	70.71'	N51°22'07"W
C60	117.81'	75.00	90°00'00"	106.07'	N51°22'07"W
C61	10.46'	75.00	07°59'20"	10.45'	N10°21'47"W
C62	42.50'	75.00	32°28'15"	41.94'	N30°35'35"W
C63	36.97'	75.00	28°14'26"	36.59'	N60°56'55"W
C64	27.88'	75.00	21°18'00"	27.72'	N85°43'08"W
C65	39.27'	25.00	90°00'00"	35.36'	S38°37'53"W
C66	39.27'	25.00	90°00'00"	35.36'	N51°22'07"W
C67	116.95'	1000.00	06°42'04"	116.89'	N86°58'54"E
C68	119.88'	1025.00	06°42'04"	119.81'	N86°58'54"E
C69	48.98'	1025.00	02°44'17"	48.98'	N85°00'01"E
C70	70.89'	1025.00	03°57'46"	70.88'	N88°21'03"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C71	62.69'	975.00	03°41'02"	62.68'	N85°28'24"E
C72	5.31'	975.00	00°18'44"	5.31'	N83°47'14"E
C73	57.38'	975.00	03°22'19"	57.37'	N85°37'46"E
C74	40.59'	25.00	93°01'01"	36.27'	S46°10'34"E
C75	53.97'	1025.00	03°01'01"	53.97'	S88°09'33"E
C76	40.59'	25.00	93°01'01"	36.27'	N46°50'27"E
C77	39.27'	25.00	90°00'00"	35.36'	N44°40'04"W
C78	39.27'	25.00	90°00'00"	35.36'	N45°19'56"W
C79	52.66'	1000.00	03°01'01"	52.65'	S88°09'33"E
C80	49.53'	1775.00	01°35'56"	49.53'	N05°17'40"W

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C118	25.60'	25.00	58°40'04"	24.49'	N60°20'02"W
C119	13.67'	25.00	31°19'56"	13.50'	N15°20'02"W



SHEET INDEX

SHEET 1 - COVER SHEET, NOTES, LEGEND/ABBREVIATIONS
SHEET 2 - KEY MAP
SHEETS 3 TO 12 - DETAIL SHEETS

SHEET 7 OF 12

**Dewberry**

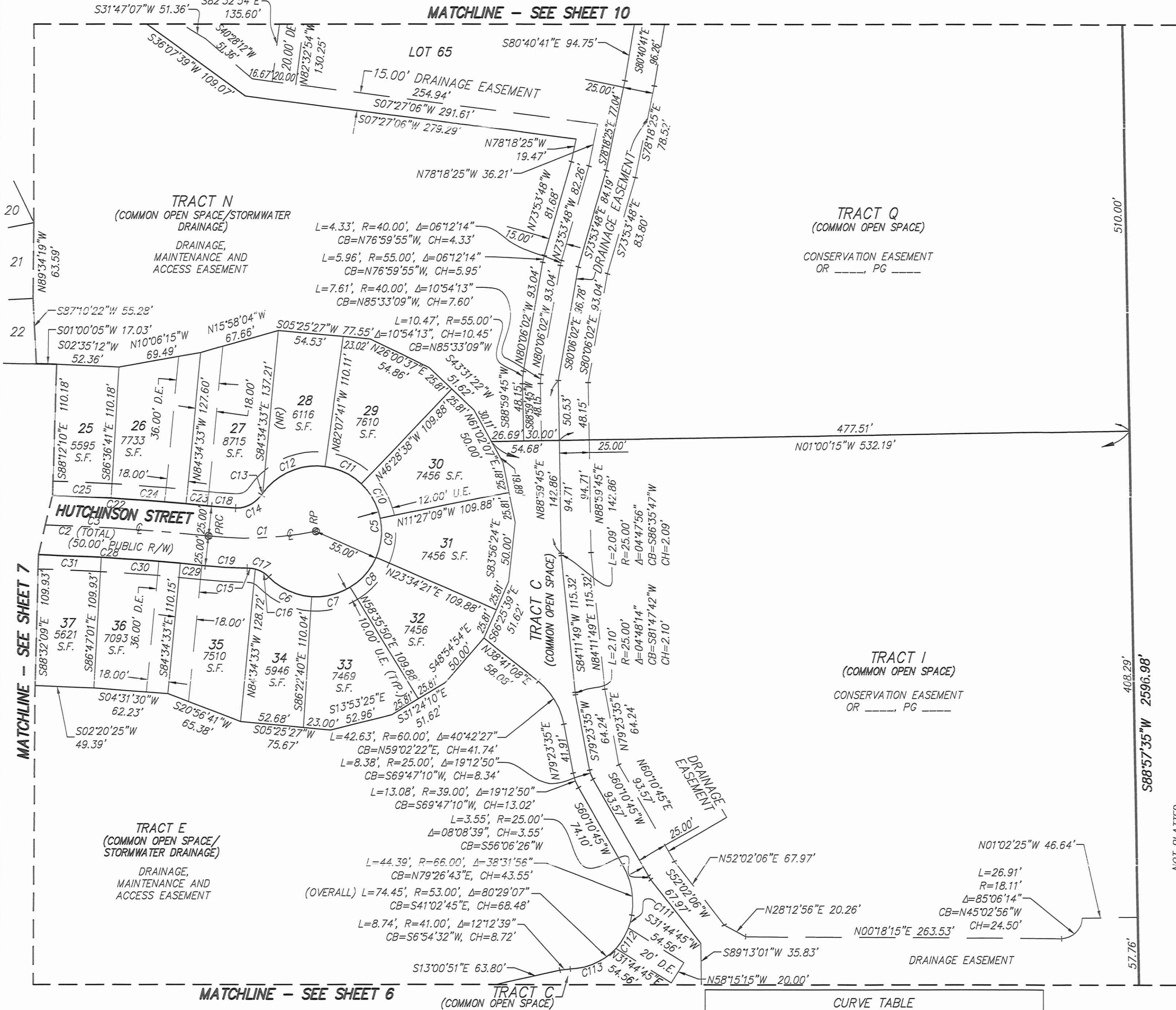
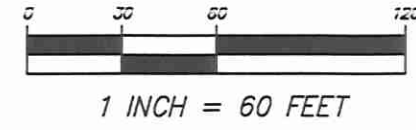
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WESTPORT RESERVE

LYING IN SECTIONS 13 AND 14, TOWNSHIP 16 SOUTH, RANGE 32 EAST,
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CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	90.43'	300.00	17°16'15"	90.09'	S02°30'55"E
C2	381.45'	1750.00	12°29'20"	380.70'	N00°07'27"W
C3	273.29'	1750.00	08°56'51"	273.01'	N01°38'47"E
C5	270.83'	55.00	282°07'48"	69.13'	N84°50'42"E
C6	40.59'	55.00	42°17'16"	39.58'	S24°45'58"W
C7	33.62'	55.00	35°01'30"	33.10'	S13°53'25"E
C8	33.62'	55.00	35°01'30"	33.10'	S48°54'54"E
C9	33.62'	55.00	35°01'30"	33.10'	S83°56'24"E
C10	33.62'	55.00	35°01'30"	33.10'	N61°02'07"E
C11	34.22'	55.00	35°39'02"	33.67'	N25°41'51"E
C12	59.66'	55.00	62°08'54"	56.78'	N23°12'08"W
C13	1.87'	55.00	01°56'37"	1.87'	N55°14'53"W
C14	25.38'	25.00	58°09'48"	24.30'	S27°08'18"E
C15	6.88'	25.00	15°46'40"	6.86'	N07°47'52"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C16	13.19'	25.00	30°13'24"	13.04'	N30°47'55"E
C17	20.07'	25.00	46°00'04"	19.54'	S22°54'34"E
C18	20.05'	275.00	04°10'37"	20.04'	S04°01'55"W
C19	35.23'	325.00	06°12'41"	35.22'	S03°00'53"W
C22	227.88'	1775.00	07°21'20"	227.72'	N02°28'32"E
C23	21.57'	1775.00	00°41'46"	21.57'	N05°46'20"E
C24	63.06'	1775.00	02°02'07"	63.05'	N04°24'23"E
C25	49.30'	1775.00	01°35'29"	49.30'	N02°35'35"E
C28	376.00'	1725.00	12°29'20"	375.26'	N00°07'27"W
C29	26.76'	1725.00	00°53'20"	26.76'	N05°40'33"E
C30	60.67'	1725.00	02°00'54"	60.66'	N04°13'28"E
C31	52.75'	1725.00	01°45'08"	52.75'	N02°20'25"E
C111	11.25'	53.00	12°09'31"	11.23'	S75°12'33"E
C112	20.12'	53.00	21°45'05"	20.00'	S58°15'15"E
C113	43.08'	53.00	46°34'30"	41.91'	S24°05'27"E

OF THE DRAINAGE AND STORMWATER MANAGEMENT SYSTEMS, THE CITY OF PORT ORANGE SHALL BE ENTITLED TO ENTER UPON THE COMMON OPEN SPACE AREAS AND DESIGNATED EASEMENT AREAS TO PERFORM MAINTENANCE, REPAIR OR REPLACE THE FACILITIES, AND SHALL HAVE THE RIGHT TO LIEN ALL OWNERS OF RECORD IN PROPERTY FOR THE COST OF SUCH MAINTENANCE, REPAIR, AND REPLACEMENT, AS DEEMED BY THE CITY TO BE NECESSARY. IN THE EVENT OF TERMINATION, DISSOLUTION, OR FINAL LIQUIDATION OF THE ASSOCIATION, THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE SURFACE WATER OR STORM WATER MANAGEMENT SYSTEM WILL BE TRANSFERRED TO AND ACCEPTED BY AN ENTITY WHICH COMPLIES WITH SECTION 400-42.027, F.A.C. AND BE APPROVED BY THE SAINT JOHN'S RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.

16. RETENTION AREAS AND COMMON OPEN SPACE AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE WITH RIGHTS OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE RIGHT TO HARVEST EXCESS STORM WATER / GROUND WATER AS DEEMED APPROPRIATE IN THE DISCRETION OF THE CITY.

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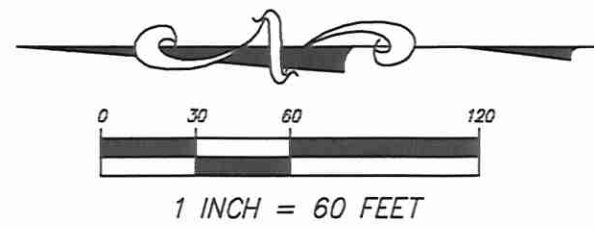
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 - - DENOTES PERMANENT REFERENCE MONUMENT SET 4"x4" CONCRETE MONUMENT STAMPED PER LB 8011
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(R) - DENOTES A LINE RADIAL RELATIVE TO ADJACENT CURVE.
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- DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.
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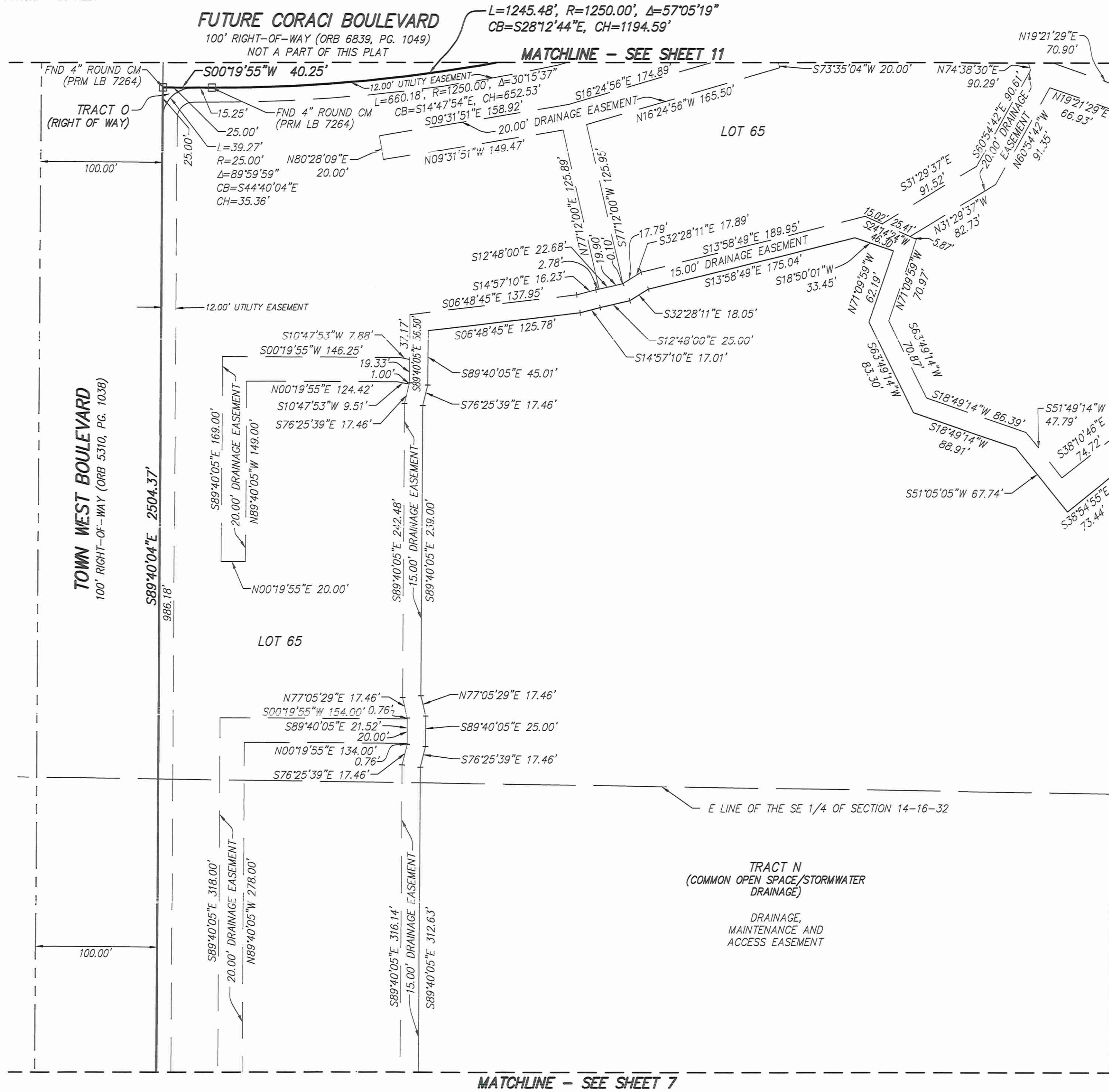


WESTPORT RESERVE

LYING IN SECTIONS 13 AND 14, TOWNSHIP 16 SOUTH, RANGE 32 EAST,
CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA

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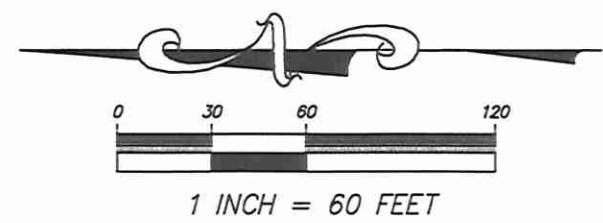


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WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION NO. LB 8011

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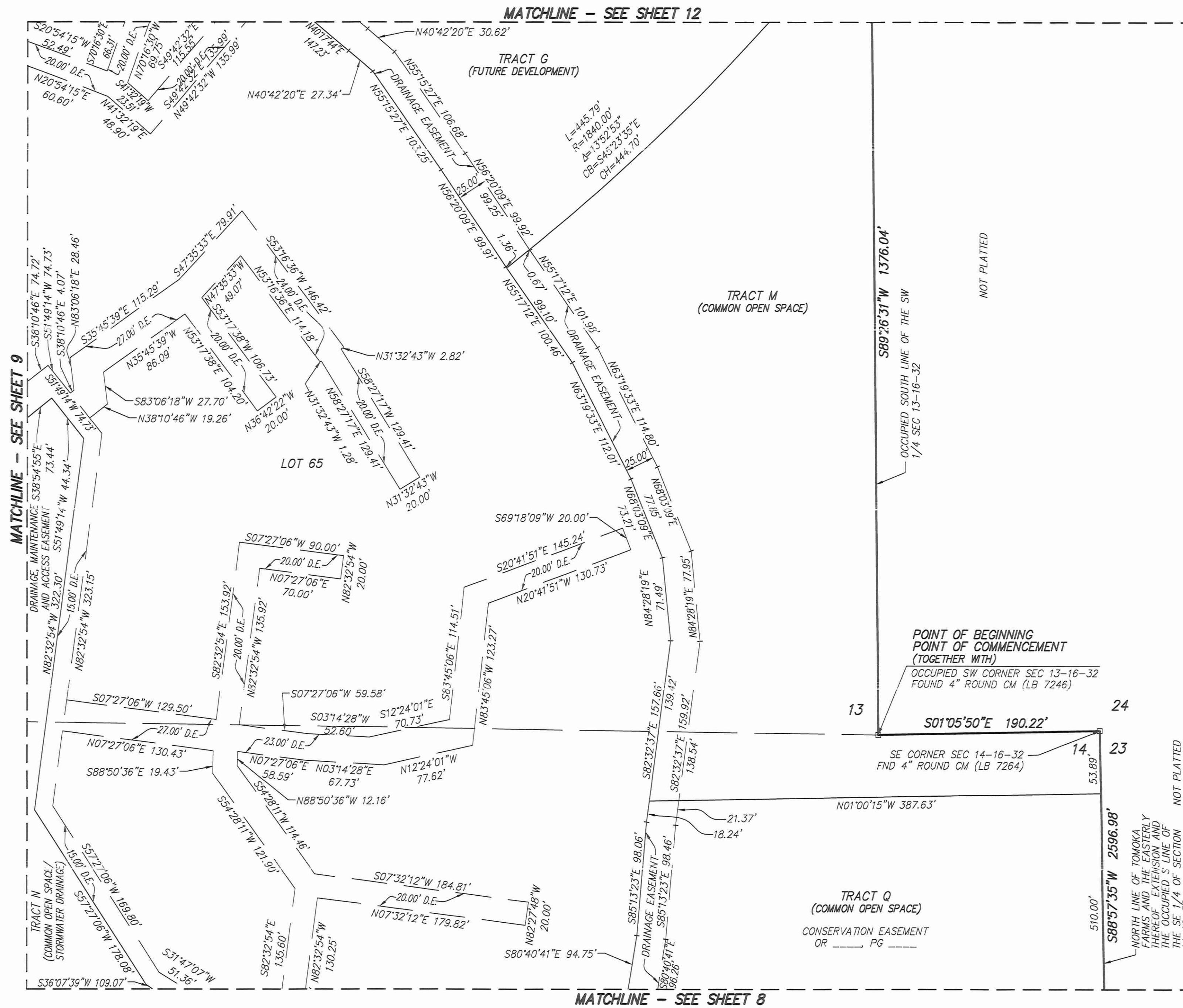


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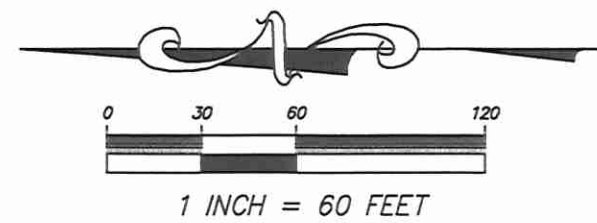
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CERTIFICATE OF AUTHORIZATION NO. LB 8011

SHEET 11 OF 12

WESTPORT RESERVE

LYING IN SECTIONS 13 AND 14, TOWNSHIP 16 SOUTH, RANGE 32 EAST,
CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA

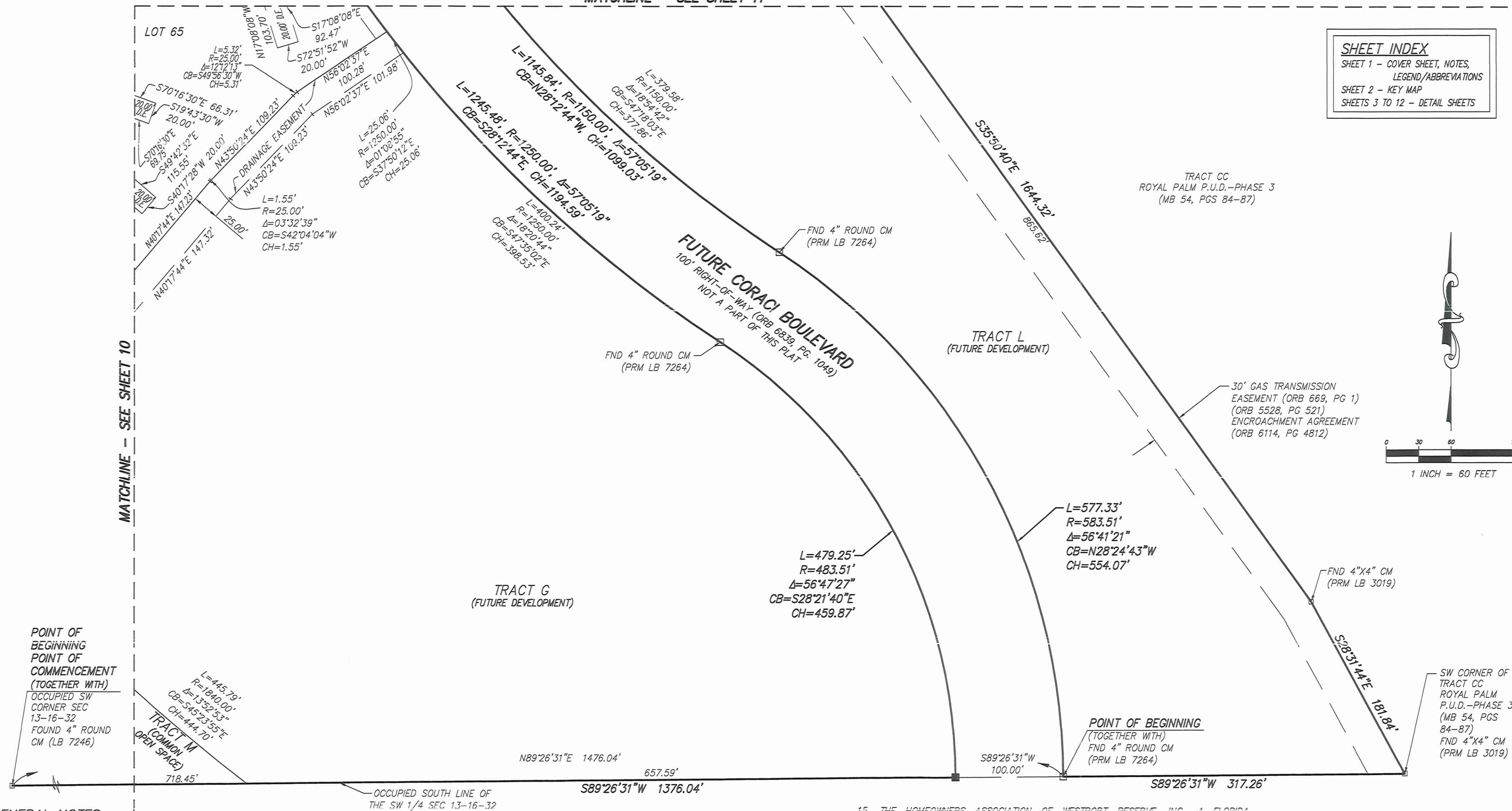
MATCHLINE - SEE SHEET 11

MAP BOOK:

PAGE:

SHEET INDEX

SHEET 1 - COVER SHEET, NOTES,
LEGEND/ABBREVIATIONS
SHEET 2 - KEY MAP
SHEETS 3 TO 12 - DETAIL SHEETS



GENERAL NOTES:

- MONUMENTATION:
 - - DENOTES PERMANENT REFERENCE MONUMENT FOUND STAMPED AS NOTED
 - DENOTES PERMANENT REFERENCE MONUMENT SET 4"x4"
 - CONCRETE MONUMENT STAMPED PRM LB 8011
 - DENOTES PERMANENT CONTROL POINT SET NAIL AND DISK
 - STAMPED POP LB 8011
- ALL LINES INTERSECTING CURVES ARE RADIAL UNLESS OTHERWISE NOTED
(R) - DENOTES A LINE RADIAL RELATIVE TO ADJACENT CURVE.
(NR) - DENOTES A LINE NOT RADIAL RELATIVE TO ADJACENT CURVE.
- DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.
- ACCURACY:
 - THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1:10,000.
 - THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.
- BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE OCCUPIED SOUTH LINE OF THE SE 1/4 OF SECTION 14, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, HAVING A BEARING OF S88°57'35"W.
- NOTE: ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE U.S. SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE $39.37/12=3.28083333333$ EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.
- NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE, UTILITY, AND ACCESS EASEMENTS DEDICATED OR GRANTED HEREON WHICH SHALL BE LOCATED AS FOLLOWS EXCEPT AS OTHERWISE NOTED ON THE PLAT:

ENTIRE STREET FRONTAGES OF LOTS AND COMMON OPEN SPACE AREAS: 12.00 FEET WIDE

- UTILITIES INCLUDE BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, RECLAIMED WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, SECURITY, NATURAL GAS, FIBER OPTIC, TELECOMMUNICATION.
- ALL PLATTED UTILITY EASEMENTS, EXCLUSIVE OF PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY, SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES PURSUANT TO SECTION 177.091(28), FLORIDA STATUTES. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- ALL OTHER EASEMENTS ARE SUBORDINATE TO ANY CONSERVATION EASEMENTS DEDICATED HEREON. THERE SHALL BE NO REMOVAL OR DISTURBANCE OF ANY VEGETATION WITHIN SUCH CONSERVATION EASEMENTS. ANY PROPOSED CONSTRUCTION OR OTHER USE WITHIN A CONSERVATION EASEMENT MUST BE REVIEWED AND APPROVED BY THE CITY OF PORT ORANGE AND ANY OTHER AUTHORITY HAVING JURISDICTION OVER THE CONSERVATION EASEMENT.
- BUILDING SETBACK REQUIREMENTS:
 - FRONT = 25 FEET
 - REAR = 20 FEET
 - SIDE = LOTS ≤ 65' = 5 FEET
 - LOTS > 65' = 7.5 FEET
 - SIDE CORNER = 20 FEET
- LOT COVERAGE REQUIREMENTS:
 - MAXIMUM COMMON OPEN SPACE = 40%
 - MAXIMUM BUILDING COVERAGE = 60%
 - MAXIMUM BUILDING HEIGHT = 36 FEET
- THE COMMON OPEN SPACE AREAS GRANTED TO THE HOMEOWNERS ASSOCIATION OF WESTPORT RESERVE, INC. BY THIS PLAT SHALL BE SUBJECT TO EASEMENTS AS SHOWN OR DESCRIBED HEREON OR GRANTED IN ACCORDANCE WITH THE HOMEOWNERS ASSOCIATION OF WESTPORT RESERVE, INC.'S COVENANTS AND RESTRICTIONS. THE GRANTING OF SUCH COMMON OPEN SPACE AREAS IS NOT INTENDED TO GRANT ANY RIGHT TO THE GENERAL PUBLIC.

- THE HOMEOWNERS ASSOCIATION OF WESTPORT RESERVE, INC., A FLORIDA NON-PROFIT CORPORATION SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE DRAINAGE SYSTEM SERVING THE AREA WITHIN THE BOUNDARIES OF THIS PLAT, AS DEPICTED ON THE STORMWATER MANAGEMENT PLAN APPROVED FOR THE DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA. SHOULD THE ASSOCIATION FAIL TO PERFORM THE MAINTENANCE OF THE DRAINAGE AND STORMWATER MANAGEMENT SYSTEMS, THE CITY OF PORT ORANGE SHALL BE ENTITLED TO ENTER UPON THE COMMON OPEN SPACE AREAS AND DESIGNATED EASEMENT AREAS TO PERFORM MAINTENANCE, REPAIR OR REPLACE THE FACILITIES; AND, SHALL HAVE THE RIGHT TO LIEN ALL OWNERS OF RECORD IN PROPERTY FOR THE COST OF SUCH MAINTENANCE, REPAIR, AND REPLACEMENT, AS DEEMED BY THE CITY TO BE NECESSARY. IN THE EVENT OF TERMINATION, DISSOLUTION, OR FINAL LIQUIDATION OF THE ASSOCIATION, THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE SURFACE WATER OR STORM WATER MANAGEMENT SYSTEM WILL BE TRANSFERRED TO AND ACCEPTED BY AN ENTITY WHICH COMPLIES WITH SECTION 400-42.027, F.A.C. AND BE APPROVED BY THE SAINT JOHN'S RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.
- RETENTION AREAS AND COMMON OPEN SPACE AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE WITH RIGHTS OF ACCESS, INGRESS, AND EGRESS, TOGETHER WITH THE RIGHT TO HARVEST EXCESS STORM WATER / GROUND WATER AS DEEMED APPROPRIATE IN THE DISCRETION OF THE CITY.
- THE HOMEOWNERS ASSOCIATION OF WESTPORT RESERVE, INC. SHALL BE RESPONSIBLE FOR MAINTAINING ALL LANDSCAPING AND IRRIGATION IN COMMON OPEN SPACE AREAS AND IN THE RIGHTS-OF-WAY.
- THE ARTICLES OF INCORPORATION FOR THE HOMEOWNERS ASSOCIATION OF WESTPORT RESERVE, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGES _____ THROUGH _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
- THIS PLAT IS SUBJECT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE HOMEOWNERS ASSOCIATION OF WESTPORT RESERVE, INC. ARE RECORDED IN OFFICIAL RECORDS BOOK _____, PAGES _____ THROUGH _____ OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
- THIS PLAT SUBJECT TO THE EASEMENT AND COST SHARING AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK _____, PAGES _____ THROUGH _____, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

SHEET 12 OF 12



Dewberry

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ORLANDO, FLORIDA 32806
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CERTIFICATE OF AUTHORIZATION NO. LB 8011

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OVERALL LEGAL DESCRIPTION:

A PORTION OF SECTIONS 13 AND 14, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN 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 RUN S88°57'35"W 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 2596.98 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF TOMOKA FARMS ROAD, PER ROAD BOOK 1, PAGE 28, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN THE FOLLOWING THREE COURSES ALONG SAID EASTERLY RIGHT-OF-WAY LINE: N16°08'29"W A DISTANCE OF 833.38 FEET; N10°03'47"W A DISTANCE OF 222.54 FEET; N06°47'13"W A DISTANCE OF 201.00 FEET; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE RUN N87°42'50"E A DISTANCE OF 252.99 FEET; THENCE N27°43'56"W A DISTANCE OF 32.45 FEET; THENCE N31°24'40"W A DISTANCE OF 89.27 FEET; THENCE N32°35'34"W A DISTANCE OF 78.98 FEET; THENCE N07°21'34"W A DISTANCE OF 60.82 FEET; THENCE N00°19'32"W A DISTANCE OF 59.57 FEET; THENCE N61°15'13"E A DISTANCE OF 126.00 FEET; THENCE N65°48'17"E A DISTANCE OF 65.09 FEET; THENCE N20°03'24"E A DISTANCE OF 111.70 FEET; THENCE N84°27'18"E A DISTANCE OF 417.64 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2065.94 FEET, A CENTRAL ANGLE OF 05°52'38", A CHORD BEARING OF N87°23'37"E, A CHORD DISTANCE OF 211.82 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 211.92 FEET; THENCE S89°40'04"E A DISTANCE OF 2504.37 FEET; THENCE S00°19'55"W A DISTANCE OF 40.25 FEET TO A POINT OF CURVATURE ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1250.00 FEET, A CENTRAL ANGLE OF 57°05'19", A CHORD BEARING OF S28°12'44"E, A CHORD DISTANCE OF 1194.59 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1245.48 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 483.51 FEET, A CENTRAL ANGLE OF 56°47'27", A CHORD BEARING OF S28°21'40"E, A CHORD DISTANCE OF 459.87 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 479.25 FEET TO THE OCCUPIED SOUTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 13; THENCE S89°26'31"W ALONG SAID OCCUPIED SOUTH LINE OF THE SOUTHWEST 1/4, A DISTANCE OF 1376.04 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 N89°26'31"E ALONG THE OCCUPIED SOUTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 13, A DISTANCE OF 1476.04 FEET TO A NON-TANGENT POINT ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 583.51 FEET, A CENTRAL ANGLE OF 56°41'21", A CHORD BEARING OF N28°24'43"W, A CHORD DISTANCE OF 554.07 FEET FOR A POINT OF BEGINNING; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 577.33 FEET TO A POINT OF REVERSE CURVATURE ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1150.00 FEET, A CENTRAL ANGLE OF 57°05'19", A CHORD BEARING OF N28°12'44"W, A CHORD DISTANCE OF 1099.03 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1145.84 FEET; THENCE N00°19'55"E A DISTANCE OF 40.25 FEET; THENCE S89°40'04"E A DISTANCE OF 50.47 FEET TO A POINT ON THE EASTERLY LINE OF THE 30 FOOT FLORIDA GAS TRANSMISSION COMPANY RIGHT-OF-WAY EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 669, PAGE 1, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S35°50'40"E ALONG SAID EASTERLY LINE, A DISTANCE OF 1644.32 FEET; THENCE S28°31'44"E ALONG SAID EASTERLY LINE, A DISTANCE OF 181.84 FEET TO THE OCCUPIED SOUTH LINE OF THE AFORESAID SOUTHWEST 1/4 OF SECTION 13; THENCE S89°26'31"W ALONG SAID OCCUPIED SOUTH LINE OF THE SOUTHWEST 1/4, A DISTANCE OF 317.26 FEET TO THE POINT OF BEGINNING. CONTAINING: 148.747 ACRES, MORE OR LESS.

WESTPORT RESERVE (PHASE 2B)

City of Port Orange, Florida FINAL SITE ENGINEERING PLANS

July 2016

Parcel ID. Number
6214-01-01-0014
6214-01-01-0015

Developer / Applicant / Owner

EDGE COVE, LLC
370 CENTERPOINTE CIRCLE, SUITE 1136
ALTAMONTE SPRINGS, FLORIDA 32701
CONTACT: M. SCOTT STEARNS, P.E., LEED AP
PHONE: 407-834-9560

Civil Engineer

DEWBERRY
800 NORTH MAGNOLIA AVE., SUITE 1000
ORLANDO, FLORIDA 32803
CONTACT: DANIELLE VAN DE LOO, P.E.
PHONE: (407) 843-5120

Survey-Boundary & Topographic

DEWBERRY
800 NORTH MAGNOLIA AVE., SUITE 1000
ORLANDO, FLORIDA 32803
CONTACT: THOMAS CAMDEN
PHONE: (407) 843-5120

Geotechnical Engineer

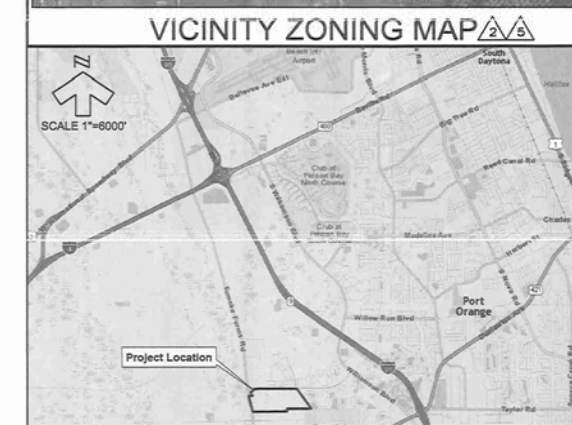
UNIVERSAL ENGINEERING SCIENCES
911 BEVILLE ROAD SUITE 3
SOUTH DAYTONA, FL 32119
CONTACT: BRIAN C. POHL, P.E.
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Traffic Engineer

TRAFFIC ENGINEERING DATA SOLUTIONS, INC.
80 SPRING VISTA DRIVE
DEBARY, FL 32713
CONTACT: CHRIS J. WALSH, P.E.
PHONE: (386)753-0558

Landscape Architect

VHB
225 E. ROBINSON STREET, SUITE 300
ORLANDO, FL 32801
CONTACT: CHRISTOPHER BROWN, ASLA
PHONE: (407)893-4725



THIS IS TO CERTIFY THAT THE ROADWAY CONSTRUCTION PLANS AND SPECIFICATIONS AS CONTAINED HEREIN WERE DESIGNED TO APPLICABLE STANDARDS AS SET FORTH IN THE "MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS" AS PREPARED BY FLORIDA DEPARTMENT OF TRANSPORTATION.



Dewberry Engineers Inc.
800 NORTH MAGNOLIA AVE
ORLANDO, FL 32803
SUITE 1000
PHONE: 407.843.5120
ENGINEERING BUSINESS - 8794

WESTPORT RESERVE
(PHASE 2B)

PORT ORANGE, FL

SEAL

Danielle Van De Loo
FL PE # 74676
8/2/2016

REVISED

No.	DATE	BY	Description
4	7-19-16	TFS	REV PER CITY COMMENTS
3	7-1-16	TFS	REV PER CITY COMMENTS
2	4-21-16	KJK	REV PER CITY COMMENTS
1	3-16-16	TFS	REV PER CITY COMMENTS

No.	DATE	BY	Description
4	7-19-16	TFS	REV PER CITY COMMENTS
3	7-1-16	TFS	REV PER CITY COMMENTS
2	4-21-16	KJK	REV PER CITY COMMENTS
1	3-16-16	TFS	REV PER CITY COMMENTS

TITLE

COVER
SHEET

PROJECT NO. 50079046 (CC 1)

C01

SHEET NO.

	1	2	3	4	5
	GENERAL				
	1. UNLESS OTHERWISE SPECIFIED, ALL CONSTRUCTION SHALL BE PERFORMED CONSISTENT WITH THE MOST RECENT PUBLICATION OF THE FOLLOWING CODES, STANDARDS AND SPECIFICATIONS AS WELL AS THE LATEST EDITIONS OF ALL OTHER APPLICABLE SPECIFICATIONS & STANDARDS: CITY OF PORT ORANGE, FLORIDA ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (SRJWMD) FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) AMERICANS WITH DISABILITIES ACT (ADA) BY U.S. DEPARTMENT OF JUSTICE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD) PUBLISHED BY THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION 2. ALL CONSTRUCTION IS TO BE GOVERNED BY ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS, ORDINANCES, BUILDING AND SAFETY CODES. 3. IN THE EVENT THAT ANY STANDARDS OR SPECIFICATIONS AS DESCRIBED HEREIN ARE IN CONFLICT WITH EACH OTHER, OR THAT SHOWN IN THE PLANS, THE MORE STRINGENT CRITERIA WILL APPLY. CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD IMMEDIATELY AND IN WRITING SHOULD THE MORE STRINGENT CRITERIA BE UNCLEAR. FOR ENGINEER'S INTERPRETATION OF THE MORE STRINGENT CRITERIA TO BE USED. 4. THESE PLANS WERE BASED ON THE BOUNDARY AND TOPOGRAPHIC SURVEY BY DEWBERRY INC. 5. ELEVATIONS BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) DERIVED FROM NATIONAL GEODETIC SURVEY MONUMENT DESIGNATION "1 605", BEING A ROUND CONCRETE MONUMENT WITH SURVEY DISK STAMPED "1 605 2004", LOCATED 710 FEET NORTH OF THE APPROXIMATE CENTERLINE OF SHUNG ROAD, 242 FEET NORTH-NORTHWEST OF A FIRE HYDRANT, 228 FEET NORTH-NORTHWEST OF A POWER POLE, 81.6 FEET SOUTH OF A POWER POLE, 53.5 FEET WEST-SOUTHWEST OF THE CENTERLINE OF COUNTY ROAD 415, 2.8 FEET EAST OF A HOG-WIRE FENCE AND 2.7 FEET EAST OF A CARSONITE WITNESS POST, IN SECTION 11, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, HAVING AN ELEVATION OF 23.79 FEET. THE CORPSEAN ELEVATION DATUM CONVERSION FROM NAVD 88 TO NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29) = +1.142 FEET. THE PLANTATION DEVELOPMENT ELEVATION DATUM CONVERSION FROM NAVD 88 TO NGVD 29 = +1.53 FEET. 6. THESE PLANS WERE BASED ON THE GEOTECHNICAL REPORT(S) PROJECT NUMBER 0430.1500158.0000 BY UNIVERSAL ENGINEERING SCIENCES, IT IS THE CONTRACTOR'S RESPONSIBILITY TO ACQUIRE A COPY OF THE REPORT(S) FROM THE GEOTECHNICAL ENGINEER, FAMILIARIZE THEMSELVES WITH THE CONDITIONS AS DESCRIBED IN THE REPORT(S), AND COMPLY WITH ALL RECOMMENDATIONS MADE IN THE REPORT(S) SPECIFICALLY FOR SOIL PREPARATION ON THE SITE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN A COPY ALL SUPPLEMENTAL REPORTS FOR THIS PROJECT FROM THE OWNER AND TO FOLLOW THE SUPPLEMENTAL REPORTS' RECOMMENDATIONS. 7. GEOTECHNICAL RECOMMENDATIONS OR RECOMMENDATIONS AS PROVIDED IN SUPPLEMENTAL REPORTS BY OTHERS ARE NOT THE RESPONSIBILITY OF DEWBERRY INC., WHO HAS RELIED UPON THE REFERENCED GEOTECHNICAL REPORT(S) IN THE PREPARATION OF THE PLANS. ANY CONFLICT BETWEEN INFORMATION CONTAINED IN THE REPORT(S) AND THESE PLANS SHALL BE REPORTED TO THE ENGINEER AND OWNER IMMEDIATELY AND IN WRITING. DEWBERRY INC. ASSUMES NO RESPONSIBILITY FOR THE COMPLETENESS, ACCURACY, OR CORRECTNESS OF THE REPORT(S). WHEN THE PLANS AND/OR SPECIFICATIONS CONTAIN THE RESULTS OF A SOILS SURVEY, THE CONTRACTOR SHALL NOT ASSUME THE INFORMATION IS A GUARANTEE OF THE DEPTH, EXTENT OR CHARACTER OF MATERIAL PRESENT. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO MAKE A NECESSARY EXAMINATION OF THE SITE AND OF ANY MATERIAL SOURCES INDICATED ON THE PLANS TO BE INFORMED OF THE CONDITIONS UNDER WHICH CONSTRUCTION IS TO OCCUR. 8. THE CONTRACTOR SHALL OBTAIN FROM THE OWNER COPIES OF PERMITS FOR ALL AGENCIES HAVING JURISDICTION, SUCH AS GOVERNMENTAL, REGULATORY OR LOCAL ENTITIES. THE CONTRACTOR SHALL BE EXPECTED TO REVIEW AND ABIDE BY ALL THE TERMS, CONDITIONS, REQUIREMENTS AND LIMITATIONS IN ALL OF THESE PERMITS. A COPY OF THE PERMITS SHALL BE KEPT ON THE CONSTRUCTION SITE AND MADE AVAILABLE FOR REVIEW AT ALL TIMES. 9. THE STANDARDS AND SPECIFICATIONS AS LISTED HEREIN, THE GEOTECHNICAL REPORT(S), BOUNDARY AND TOPOGRAPHIC SURVEY(S), SWPPP AND REQUIRED PERMITS ARE HEREBY INCORPORATED ALONG WITH THE PLANS BY DEWBERRY INC. AS THE COMPLETE "SITE CIVIL CONSTRUCTION DOCUMENTS." 10. IF ITEMS APPEARING TO BE HISTORICAL OR ARCHEOLOGICAL ARTIFACTS ARE DISCOVERED AT ANY TIME DURING CONSTRUCTION WITHIN THE PROJECT LIMITS, IMMEDIATE NOTIFICATION SHALL BE PROVIDED TO THE OWNER, THE ENGINEER, AND THE BUREAU OF HISTORICAL PRESERVATION, DIVISION OF HISTORICAL RESOURCES R.A. GRAY BUILDING, 500 S. BRONOUGH ST. TALLAHASSEE, FLORIDA 32399-0250.				
	CONTRACTOR RESPONSIBILITIES				
	1. CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE SITE, INCLUDING ALL SURFACE AND SUBSURFACE CONDITIONS, THE WORK REQUIRED AND ALL OTHER CONDITIONS THAT MAY EFFECT THE SUCCESSFUL COMPLETION OF THE JOB PRIOR TO COMMENCEMENT OF WORK. 2. THE LOCATION OF EXISTING UTILITY SERVICES, FACILITIES, AND STRUCTURAL FEATURES SHOWN ON THESE PLANS HAVE BEEN DETERMINED FROM THE BEST INFORMATION AND ARE PROVIDED FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER DOES NOT GUARANTEE THE ACCURACY OR THE COMPLETENESS OF THE LOCATION INFORMATION PROVIDED, ANY INACCURACY OR OMISSION IN SUCH INFORMATION SHALL NOT RELIEVE THE CONTRACTOR OF HIS RESPONSIBILITY TO PROTECT THE EXISTING FEATURES FROM DAMAGE OR UNSCHEDULED INTERRUPTION OF SERVICE. SHOULD A DISCREPANCY ARISE BETWEEN THESE PLANS AND ACTUAL FIELD CONDITIONS, WHICH WOULD APPRECIABLY AFFECT THE EXECUTION OF THESE PLANS, THE CONTRACTOR SHALL STOP ALL CONSTRUCTION AND NOTIFY THE ENGINEER IMMEDIATELY. 3. THE CONTRACTOR SHALL GIVE ALL NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND PERMIT CONDITIONS BEARING ON THE CONDUCT OF THE WORK, AS DRAWN AND SPECIFIED. IF THE CONTRACTOR OBSERVES THAT THE DRAWINGS AND SPECIFICATIONS ARE AT VARIANCE THEREWITH, HE SHALL PROMPTLY NOTIFY THE ENGINEER, IN WRITING, AND ANY NECESSARY CHANGES SHALL BE ADJUSTED, AS PROVIDED IN THE AGREEMENT FOR CHANGES IN THE WORK. 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPE BUFFERS, RETENTION AND DETENTION FACILITIES UNTIL THE PROJECT HAS BEEN ACCEPTED BY THE OWNER. ALL DISTURBED AREAS SHALL BE RETURNED TO EQUAL OR BETTER CONDITION. 5. THE CONTRACTOR SHALL BE RESPONSIBLE TO THE OWNER AND THE ENGINEER FOR THE ACTS AND OMISSIONS OF CONTRACTOR'S EMPLOYEES AND ALL HIS SUBCONTRACTORS AND THEIR AGENTS AND EMPLOYEES AND OTHER PERSONS PERFORMING ANY OF THE WORK UNDER A CONTRACT WITH THE CONTRACTOR. 6. ALL WORK AND FURNISHED MATERIALS SHALL CONFORM WITH THE LINES, GRADES, GRADING SECTIONS, CROSS SECTIONS, DIMENSIONS, MATERIAL REQUIREMENTS AND TESTING REQUIREMENTS THAT ARE SPECIFIED IN THE CONTRACT, PLANS, DETAILS OR SPECIFICATIONS. 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING ALL NECESSARY ARRANGEMENTS WITH GOVERNMENTAL DEPARTMENTS, PUBLIC UTILITIES, PUBLIC CARRIERS, SERVICE COMPANIES, AND CORPORATIONS OWNING OR CONTROLLING ROADWAYS, RAILWAYS, WATER, SEWER, GAS, ELECTRICAL, TELEPHONE, AND TELEGRAPH FACILITIES SUCH AS PAVEMENTS, TRACKS, PIPING, WIRES, CABLES, CONDUITS, POLES, GUYS, OR OTHER SIMILAR FACILITIES, INCLUDING INCIDENTAL STRUCTURES CONNECTED THEREWITH THAT ARE ENCOUNTERED IN THE WORK IN ORDER THAT SUCH ITEMS MAY BE PROPERLY SUPPORTED, PROTECTED OR LOCATED. 8. PRIOR TO COMMENCING WORK, THE CONTRACTOR SHALL FURNISH, ERECT AND MAINTAIN ALL BARRICADES, LIGHTS, WARNING SIGNS, AND PAVEMENT MARKINGS FOR HAZARDS AND THE CONTROL OF TRAFFIC THROUGH THE CONSTRUCTION ZONE IN CONFORMITY WITH THE ALL AGENCIES HAVING JURISDICTION STANDARDS TO EFFECTUALLY PREVENT ACCIDENTS AT ALL LOCATIONS WHERE CONSTRUCTION CAUSES AN OBSTRUCTION TO THE NORMAL FLOW OF TRAFFIC OR CREATES A HAZARD IN ANY WAY TO THE PUBLIC. 9. IN THE EVENT THE CONTRACTOR DISCOVERS ANY ERRORS OR OMISSIONS IN THE PLANS HE SHALL IMMEDIATELY NOTIFY THE OWNER OR OWNER'S AGENT. 10. THE CONTRACTOR SHALL COMPLY WITH ALL LEGAL LOAD RESTRICTIONS IN THE HAULING OF MATERIALS ON PUBLIC ROADS BEYOND THE LIMITS OF THE WORK. A SPECIAL PERMIT WILL NOT RELIEVE THE CONTRACTOR OF LIABILITY FOR ANY DAMAGE THAT MAY RESULT FROM THE MOVING OF MATERIALS AND EQUIPMENT. 11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING SURVEY MONUMENTATION, SUCH AS THE PRESERVATION OF ALL PERMANENT REFERENCE MONUMENTS, PERMANENT CONTROL POINTS, PERMANENT BENCH MARKS, PROPERTY CORNERS, POINTS OR MARKERS. IN THE EVENT ANY MONUMENTATION IS DISTURBED, IT SHALL BE RESTORED BY A FLORIDA LICENSED SURVEYOR AND MAPPER SELECTED BY THE OWNER AT THE CONTRACTOR'S EXPENSE. 12. THE OWNER, OWNER'S REPRESENTATIVES AND INSPECTORS OF APPLICABLE GOVERNMENT AGENCIES HAVING JURISDICTION, SHALL AT ALL TIMES HAVE ACCESS TO THE WORK SITE WHEREVER AND WHENEVER IT IS IN PREPARATION OR PROGRESS. THE CONTRACTOR SHALL PROVIDE PROPER FACILITIES FOR SUCH ACCESS AND INSPECTIONS. 13. IT IS THE CONTRACTOR'S RESPONSIBILITY TO TAKE ALL REASONABLE AND PRUDENT PRECAUTIONS TO INSURE THAT ALL COMPLETED WORK, MATERIALS AND EQUIPMENT STORED ON SITE ARE SAFE AND SECURED FROM UNAUTHORIZED ACCESS OR USE. SUCH PRECAUTIONS MAY INCLUDE INSTALLATION OF SIGNS, FENCES, OR POSTING OF SECURITY GUARDS. 14. CONTRACTOR SHALL, AT ALL TIMES, UTILIZE ALL NORMALLY ACCEPTED AND REASONABLY EXPECTED SAFETY PRACTICES AND COMPLY WITH ALL FEDERAL, STATE AND LOCAL REGULATIONS, ORDINANCES AND GUIDELINES PERTAINING TO SAFE UTILIZATION OF EQUIPMENT OR MATERIALS AS PUBLISHED BY MANUFACTURER. 15. ADEQUATE TRAFFIC CONTROL, SIGNAGE, BARRICADES AND FLAGMAN SERVICES SHALL BE FURNISHED AND MAINTAINED BY THE CONTRACTOR AT ALL POINTS WHERE CONSTRUCTION EQUIPMENT ENGAGED IN WORK ENTERS ONTO OR CROSSES FUNCTIONING TRAFFIC-CARRYING ROADWAY. 16. THOSE PARTS OF WORK IN PLACE THAT ARE SUBJECT TO DAMAGE BECAUSE OF OPERATIONS BEING CARRIED ON ADJACENT THERETO SHALL BE COVERED, BOARDED UP OR SUBSTANTIALLY ENCLOSED WITH ADEQUATE PROTECTION BY THE CONTRACTOR AT CONTRACTOR'S EXPENSE, PROTECTING WORK COMPLETED. 17. THE CONTRACTOR SHALL COMPLY IN EVERY RESPECT WITH THE FEDERAL OCCUPATIONAL HEALTH AND SAFETY ACT OF 1970 AND ALL RULES AND REGULATIONS NOW OR HEREAFTER IN EFFECT UNDER SAID ACT, AND THE CONTRACTOR FURTHER AGREES TO COMPLY WITH ANY AND ALL APPLICABLE STATE LAWS AND REGULATIONS PERTAINING TO JOB SAFETY AND HEALTH. 18. THE CONTRACTOR SHALL PROTECT AND KEEP OWNER (INCLUDING THEIR AGENTS AND EMPLOYEES) FREE AND HARMLESS FROM ANY AND ALL LIABILITY, PUBLIC OR PRIVATE, PENALTIES, CONTRACTUAL OR OTHERWISE, LOSSES, DAMAGES, COSTS, ATTORNEY'S FEES, EXPENSES, CAUSES OF ACTION, CLAIMS OR JUDGMENTS RESULTING FROM THE FEDERAL OCCUPATIONAL HEALTH AND SAFETY ACT OF 1970 AS AMENDED OR ANY RULE OR REGULATION PROMULGATED THEREUNDER OR OF ANY STATE LAWS OR REGULATIONS PERTAINING TO JOB SAFETY AND HEALTH ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF WORK OR WORK TO BE PERFORMED UNDER THIS CONTRACT, AND CONTRACTOR SHALL INDEMNIFY OWNER FROM ANY SUCH CLAIMS, PENALTIES, SUITS OR ACTIONS, PUBLIC OR PRIVATE, ADMINISTRATIVE OR JUDICIAL, INCLUDING ATTORNEY'S FEES PAID OR INCURRED BY OR ON BEHALF OF OWNER, JOINTLY OR SEVERALLY, AND/OR THEIR AGENTS AND EMPLOYEES. THE CONTRACTOR FURTHER AGREES, IN THE EVENT OF A CLAIMED VIOLATION OF ANY FEDERAL OR STATE SAFETY AND HEALTH LAW OR REGULATION ARISING OUT OF OR IN ANY WAY				
	CONNECTED WITH THE PERFORMANCE OF WORK OR WORK TO BE PERFORMED UNDER THIS CONTRACT, OWNER MAY IMMEDIATELY TAKE WHATEVER ACTION IS DEEMED NECESSARY BY OWNER TO REMEDY THE CLAIMED VIOLATION, ANY AND ALL COSTS OR EXPENSES PAID OR INCURRED BY OWNER IN TAKING SUCH ACTION SHALL BE BORNE BY CONTRACTOR, AND CONTRACTOR AGREES TO PROTECT, HOLD HARMLESS AND INDEMNIFY OWNER AGAINST ANY AND ALL SUCH COSTS OR EXPENSES. 19. THE CONTRACTOR SHALL TAKE ALL REASONABLE PRECAUTIONS FOR THE SAFETY OF, AND SHALL PROVIDE ALL REASONABLE PROTECTION TO PREVENT DAMAGE, INJURY OR LOSS TO: A. ALL EMPLOYEES ON THE WORK SITE AND ALL OTHER PERSONS WHO MAY BE AFFECTED THEREBY; B. ALL THE WORK AND ALL MATERIALS AND EQUIPMENT TO BE INCORPORATED THEREIN, WHETHER IN STORAGE ON OR OFF THE SITE, UNDER THE CARE, CUSTODY OR CONTROL OF THE CONTRACTOR OR ANY OF ITS SUBCONTRACTORS; AND C. OTHER PROPERTY AT THE SITE OR ADJACENT THERETO, INCLUDING TREES, SHRUBS, LAWNS WALKS, PAVEMENTS, ROADWAY, STRUCTURES AND UTILITIES NOT DESIGNATED FOR DEMOLITION IN THE COURSE OF CONSTRUCTION. 20. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE SAFETY CODES AND WITH ALL APPLICABLE LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC, QUASI PUBLIC OR OTHER AUTHORITY HAVING JURISDICTION FOR THE SAFETY OF PERSONS OR PROPERTY OR FOR THEIR PROTECTION AGAINST DAMAGE, INJURY OR LOSS, OR DESIGNED TO PROTECT THE ENVIRONMENT. THE CONTRACTOR SHALL ERECT AND MAINTAIN, AS REQUIRED BY EXISTING CONDITIONS AND PROGRESS OF THE WORK, ALL REASONABLE SAFEGUARDS FOR SAFETY AND PROTECTION, INCLUDING POSTING DANGER SIGNS AND OTHER WARNINGS AGAINST HAZARDS, PROMULGATING SAFETY REGULATIONS AND NOTIFYING OWNERS AND USERS OF ADJACENT UTILITIES OF THE EXISTENCE OF HAZARDS AND OF THE SAFETY REGULATIONS. 21. ALL DAMAGE OR LOSS TO ANY PROPERTY REFERRED TO IN HEREIN CAUSED IN WHOLE OR IN PART BY THE CONTRACTOR, A SUBCONTRACTOR, OR BY ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, SHALL BE REMEDIED BY THE CONTRACTOR, EXCEPT DAMAGE OR LOSS PROPERLY ATTRIBUTABLE SOLELY TO THE ACTS OR OMISSIONS OF THE OWNER, OR THE ENGINEER OR ANYONE EMPLOYED BY THEM, OR FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, AND NOT PROPERLY ATTRIBUTABLE IN WHOLE OR IN PART, TO THE FAULT OR NEGLIGENCE OF THE CONTRACTOR. 22. UNTIL FINAL ACCEPTANCE OF THE WORK BY OWNER, THE CONTRACTOR SHALL HAVE THE CHARGE AND CARE OF AND SHALL BEAR THE RISK OF INJURY OR DAMAGE, LOSS OR EXPENSE TO ANY PART THEREOF, OR TO ANY MATERIALS STORED ON SITE, BY THE ACTION OF THE ELEMENTS OR FROM ANY OTHER CAUSE WHETHER ARISING FROM THE EXECUTION OR NON-EXECUTION OF THE WORK. THE CONTRACTOR SHALL REBUILD, REPAIR, RESTORE AND MAKE GOOD ALL INJURIES OR DAMAGES TO ANY PORTION OF THE WORK OCCASIONED BY ANY OF THE ABOVE CAUSES BEFORE FINAL ACCEPTANCE AND SHALL BEAR THE EXPENSES THEREOF. 23. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MEETING ALL INSPECTION CRITERIA AND SCHEDULES, AND SIGNING FOR SAID INSPECTIONS. 24. THE CONTRACTOR SHALL CONTROL AND BE RESPONSIBLE FOR THEIR OPERATIONS AND THOSE OF THEIR SUBCONTRACTORS AND ALL SUPPLIERS, TO ASSURE THE LEAST INCONVENIENCE TO THE PUBLIC. THE CONTRACTOR SHALL MAINTAIN FREE AND UNOBSTRUCTED MOVEMENT OF VEHICULAR TRAFFIC AND SHALL LIMIT THEIR OPERATIONS IN RELATION TO THE SAFETY AND CONVENIENCE OF THE TRAVELING PUBLIC. UNDER ALL CIRCUMSTANCES, SAFETY SHALL BE THE MOST IMPORTANT CONSIDERATION. 25. THE CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE POLICIES AND GUIDELINES ESTABLISHED BY ALL AGENCIES HAVING JURISDICTION FOR THE PRESERVATION OF ALL PUBLIC AND PRIVATE PROPERTY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGE OR INJURY TO PROPERTY OF ANY CHARACTER, DURING THE EXECUTION OF THE WORK, RESULTING FROM ANY ACT, OMISSION, NEGLIGENCE, OR MISCONDUCT IN THEIR MANNER OR METHOD OF EXECUTING THE WORK, OR AT ANYTIME DUE TO DEFECTIVE WORK OR MATERIALS. 26. THE CONTRACTOR SHALL NOT EXCAVATE, REMOVE, OR OTHERWISE DISTURB ANY MATERIAL, STRUCTURE OR PART OF A STRUCTURE WHICH IS LOCATED OUTSIDE THE LINES, GRADES OR GRADING SECTIONS ESTABLISHED FOR THIS PROJECT, EXCEPT WHERE SUCH EXCAVATION OR REMOVAL IS PROVIDED FOR IN THE CONTRACT, PLANS OR SPECIFICATIONS. 27. THE CONTRACTOR SHOULD VERIFY THE QUANTITIES AND LENGTHS OF MATERIALS SHOWN ON THE PLANS, ANY DISCREPANCY BETWEEN MATERIAL CALLOUTS AND ACTUAL SHOWN IN PLAN VIEW IS TO BE BROUGHT TO THE ENGINEER'S ATTENTION BY THE CONTRACTOR PRIOR TO BIDDING. IT IS THE ENGINEER'S INTENTION TO CONSTRUCT WHAT IS SHOWN ON THE PLANS. 28. ANY DISCREPANCY BETWEEN THE DIMENSIONS AND MEASUREMENTS SHOWN ON THE PLANS AND THE ACTUAL FIELD CONDITIONS SHALL IMMEDIATELY BE BROUGHT TO THE ENGINEER'S ATTENTION. FAILURE TO DO SO AND TO CONTINUE CONSTRUCTION SHALL MAKE THE CONTRACTOR RESPONSIBLE FOR ALL ERRORS AND NECESSARY CORRECTIONS THAT MAY SUBSEQUENTLY ARISE. 29. CONTRACTOR SHALL LIMIT NOISE MEASURED FROM THE PROPERTY LINE OF THE CLOSEST COMPLETED HOME TO 60 DB FROM 7 AM TO 10 PM AND TO 50 DB FROM 11 PM TO 7 AM. CITY MANAGER PERMISSION IS REQUIRED FOR POTENTIALLY NOISY CONSTRUCTION OPERATIONS IN THE 10 PM TO 7 AM PERIOD, [CODE OF ORDINANCES SECTION 42-30, TABLE 1]				
	EROSION CONTROL				
	1. THE CONTRACTOR SHALL COMPLY WITH ALL FEDERAL, STATE AND LOCAL LAWS AND ALL REGULATIONS CONTROLLING POLLUTION OF THE ENVIRONMENT. 2. THE CONTRACTOR SHALL DEVELOP AND IMPLEMENT A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) ACCORDING TO EPA/FDEP NPDES CRITERIA TO MINIMIZE EROSION AND INSURE PROPER FUNCTIONING OF STORM WATER MANAGEMENT SYSTEM UPON COMPLETION OF CONSTRUCTION. IN ADDITION TO MEETING EPA/FDEP NPDES CRITERIA, THE SWPPP SHALL BE SUBMITTED TO AND COMPLY WITH LOCAL AGENCY HAVING JURISDICTIONS MINIMUM EROSION CONTROL CRITERIA. 3. CONTRACTOR SHALL EXECUTE ALL MEASURES NECESSARY TO LIMIT THE TRANSPORTATION OF SEDIMENTS OUTSIDE THE LIMITS OF THE PROJECT TO THE VOLUME AND AMOUNT AS THOSE THAT EXIST PRIOR TO COMMENCEMENT OF CONSTRUCTION. THIS CONDITION MUST BE SATISFIED UNTIL PROJECT IS FULLY COMPLETED AND ACCEPTED. CONTRACTOR SHALL PROVIDE ROUTINE MAINTENANCE ON TEMPORARY EROSION CONTROL FEATURES AT HIS EXPENSE. PROVISION MUST BE MADE TO PRESERVE THE INTEGRITY AND CAPACITY OF CHECK WEIRS, SEDIMENT BASINS, SLOPE DRAINS, GRADING PATTERNS, ETC. REQUIRED TO MEET THIS PROVISION THROUGHOUT THE LIFE OF CONSTRUCTION. CONTRACTOR SHALL PROVIDE SILT BARRIERS, MURPHY FILTERS, TEMPORARY GRASSING, ETC. AS REQUIRED TO FULLY COMPLY WITH THE INTENT OF THIS SPECIFICATION. CONTRACTOR SHALL PROVIDE CONTINUOUS MONITORING OF EROSION AND SEDIMENT CONTROLS TAKEN AND SHALL DOCUMENT ALL CORRECTIVE MEASURES. A COPY OF THE APPROVED SWPPP SHALL BE KEPT ON SITE AT ALL TIMES FOR REVIEW BY OWNER'S REPRESENTATIVE AND BY NPDES INSPECTORS. THIS PERMIT MUST BE SUBMITTED TO ORANGE COUNTY BY THE CONTRACTOR PRIOR TO THE ISSUANCE OF PERMITS. 4. THE OWNER AND/OR CONTRACTOR SHALL PROVIDE A NOTICE OF INTENT IN ACCORDANCE WITH CRITERIA SET FORTH IN THE NPDES PERMIT REQUIREMENTS 48 HOURS PRIOR TO BEGINNING CONSTRUCTION, CLEARING, OR DEMOLITION. 5. PROVIDE EFFECTIVE TEMPORARY AND PERMANENT EROSION CONTROL FOLLOWING THE REQUIREMENTS IN SECTION 104 OF THE STATE DEPT. OF TRANSPORTATION STANDARDS SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION, (F.D.O.T. SECTION 104). 6. INLETS AND CATCH BASINS SHALL BE PROTECTED FROM SEDIMENTATION RESULTING FROM SURFACE RUNOFF UNTIL COMPLETION OF ALL CONSTRUCTION OPERATION THAT MAY CAUSE SEDIMENT RUNOFF. FILTER FABRIC SHALL BE PLACED AND MAINTAINED UNDER THE GRATE AND FILTER SOCKS PLACED IN FRONT OF THE THROAT OF CURB INLETS, DURING CONSTRUCTION. 7. TURBIDITY BARRIERS MUST BE INSTALLED AT ALL LOCATIONS WHERE THE POSSIBILITY OF TRANSFERRING SEDIMENTS AND SUSPENDED SOLIDS INTO THE RECEIVING WATER BODY EXISTS DUE TO CONSTRUCTION. TURBIDITY BARRIERS SHALL REMAIN IN PLACE UNTIL CONSTRUCTION IS COMPLETED, SOILS ARE STABILIZED AND VEGETATION HAS BEEN ESTABLISHED. 8. ALL SLOPES 5:1 OR GREATER SHALL BE SOODED. ALL POND SLOPES AND RIGHTS-OF-WAY SHALL BE SOODED. 9. IN ACCORDANCE WITH FDEP AND WATER MANAGEMENT DISTRICT PERMITS, ALL DISTURBED AREAS SHALL BE SEEDED AND MULCHED WITHIN 7 DAYS OF NO CONSTRUCTION ACTIVITIES.				
	DEMOLITION AND CLEARING				
	1. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL CLEARLY DESIGNATE THE LIMITS OF CONSTRUCTION ON-SITE. THE CONTRACTOR SHALL NOT PERFORM ANY WORK OUTSIDE THE LIMITS OF CONSTRUCTION. 2. THE CONTRACTOR SHALL BE EXTREMELY CAUTIOUS WHEN WORKING NEAR TREES THAT ARE TO BE SAVED, WHETHER SHOWN IN THE PLANS OR DESIGNATED IN THE FIELD. 3. ALL PRACTICAL AND NECESSARY EFFORT SHALL BE TAKEN DURING CONSTRUCTION TO PREVENT UNNECESSARY TREE REMOVAL. 4. ANY PROPOSED CUT OR FILL MATERIAL TO BE REMOVED OR PLACED WITHIN THE DRIP LINE OF SPECIMEN TREES TO REMAIN, INCLUDING TREES TO BE REMOVED, SHALL BE REMOVED OR PLACED WITHIN THE ADVANCED PRE-TREATMENT OF EACH IMPACTED TREE BY A QUALIFIED ARBORIST OR AT THE DIRECTION OF THE LANDSCAPE ARCHITECT TO MINIMIZE THE POTENTIALLY ADVERSE IMPACTS OF CONSTRUCTION. 5. TREE PROTECTION BARRICADES OR EQUIVALENT PROTECTIVE MEASURES WILL BE CONSTRUCTED ACCORDING TO THE LOCAL JURISDICTION'S CRITERIA FOR TREES TO REMAIN WITHIN THE LIMITS OF CONSTRUCTION. 6. IN AREAS REQUIRING FILL MATERIAL, THE CONTRACTOR SHALL STRIP OR OTHERWISE REMOVE ALL VEGETATION SUCH AS BRUSH, HEAVY SODS, HEAVY GROWTH OF GRASS, DECAYED VEGETATION MATTER, RUBBISH AND ANY OTHER DELETERIOUS MATERIAL BEFORE EMBANKMENT IS PLACED. IMMEDIATELY PRIOR TO THE PLACING OF FILL MATERIAL, THE ENTIRE AREA UPON WHICH FILL IS TO BE PLACED, SHALL BE SCARIFIED IN A DIRECTION APPROXIMATELY PARALLEL TO THE AXIS OF FILL. THE GEOTECHNICAL ENGINEER SHALL APPROVE THE AREA PRIOR TO THE PLACEMENT OF FILL.				
	PAVING, GRADING & DRAINAGE				
	1. THE CONTRACTOR SHALL PERFORM ALL WORK PERTAINING TO DRAINAGE INCLUDING EXCAVATION OF STORMWATER MANAGEMENT PONDS OR EQUIVALENT FACILITIES PRIOR TO THE COMMENCEMENT OF OTHER WORK INCLUDED IN THESE PLANS. 2. THE CONTRACTOR SHALL STAKE ALL IMPROVEMENTS USING THE RECORD PLAT. THE CONTRACTOR SHALL VERIFY WITH THE ENGINEER THAT THE PLAT IS CORRECT PRIOR TO ANY CONSTRUCTION. IF A PLAT DOES NOT EXIST, CONTRACTOR IS TO VERIFY USE OF THE SURVEY FOR LAYOUT WITH ENGINEER PRIOR TO STARTING WORK. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COMPLETELY STAKE AND CHECK ALL IMPROVEMENTS TO INSURE CORRECT POSITIONING, BOTH HORIZONTAL AND VERTICAL, INCLUDING MINIMUM BUILDING SETBACKS PRIOR TO THE INSTALLATION OF ANY IMPROVEMENT, ANY DISCREPANCY BETWEEN PLATTED INFORMATION AND THE PLANS SHALL BE REPORTED TO THE ENGINEER IMMEDIATELY AND IN WRITING. 3. PRIOR TO INITIATING ANY EXCAVATION (INCLUDING BUT NOT LIMITED TO TUNNELS, DITCHES, STORM WATER PONDS, CANALS, ARTIFICIAL LAKE(S)) CONTRACTOR SHALL STAKE, STRIP, FENCING AND TAKE ALL OTHER REASONABLE AND PRUDENT STEPS TO INSURE THAT ACCESS TO EXCAVATION BY UNAUTHORIZED PERSONNEL IS PREVENTED. ANY PERMANENT FENCING WILL REQUIRE A SEPARATE BUILDING PERMIT.				
	4. ALL DRAINAGE STRUCTURES ARE TO BE TRAFFIC BEARING UNLESS OTHERWISE NOTED. ALL PRECAST CIRCULAR STRUCTURES SHALL BE CONSTRUCTED WITH A MINIMUM WALL THICKNESS IN ACCORDANCE WITH ASTM C478 & FDOT STANDARD INDEX 200, SHEET 2, TABLE 1. 5. ALL PROPOSED PAVING SURFACES IN THICKNESSES AND ADJACENT EXISTING SECTIONS SHALL BE GRADED TO DRAIN POSITIVELY IN THE DIRECTION SHOWN BY THE PROPOSED GRADES AND FLOW ARROWS ON THE PLANS AND TO PROVIDE A SMOOTHLY TRANSITIONED DRIVING SURFACE FOR VEHICLES WITH NO SHARP BREAKS IN GRADES, AND NO UNUSUALLY STEEP OR REVERSE CROSS SLOPES. APPROACHES TO INTERSECTIONS AND ENTRANCE AND EXIT GRADES TO INTERSECTIONS MAY REQUIRE MINOR ADJUSTMENTS TO ADJUST ACTUAL CONDITIONS VARY FROM THE SURVEYED INFORMATION. THE DESIGN WAS BASED UPON IN ORDER TO ACCOMPLISH THE INTENT OF THE PLANS. IN ADDITION, THE STANDARD CROWN WILL HAVE TO BE CHANGED IN ORDER TO DRAIN POSITIVELY IN THE AREA OF INTERSECTIONS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ACCOMPLISH THE ABOVE AND CONSULT THE ENGINEER AS NEEDED TO MAKE ANY AND ALL REQUIRED INTERPRETATIONS OF THE PLANS OR GIVE SUPPLEMENTARY INSTRUCTIONS SHOULD THE INTENT OF THE PLANS BE UNCLEAR. 6. CONSTRUCTION OF ROADWAYS SHALL MEET THE MINIMUM STANDARDS AND SPECIFICATIONS OF THE LOCAL AGENCY(S) HAVING JURISDICTION AND THE MINIMUM SUGGESTED SECTIONS AS OUTLINED IN THE SOILS REPORT'S RECOMMENDATIONS, UNLESS OTHERWISE NOTED. 7. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ANY EXCESS CUTS OR SUPPLYING FILL AS NECESSARY TO GRADE THE SITE TO THE PROPOSED ELEVATIONS AS DESIGNED WITHIN THE CONSTRUCTION DOCUMENTS. 8. IF LIMESTONE BEDROCK IS ENCOUNTERED DURING EXCAVATION OF THE RETENTION BASINS OR A SINKHOLE OR SOLUTION CAVITY FORMS DURING CONSTRUCTION, EXCAVATION OF THE BASIN MUST BE HALTED IMMEDIATELY. THE OWNER, ENGINEER, AND WATER MANAGEMENT DISTRICT MUST BE NOTIFIED, AND REMEDIAL ACTION WILL BE REQUIRED. THE PERMITEE MUST INSPECT ALL PERMITTED SURFACE WATER MANAGEMENT BASINS MONTHLY FOR THE OCCURRENCE OF SINKHOLES AND DOCUMENT THESE INSPECTIONS ON WATER MANAGEMENT DISTRICT CONDITION COMPLIANCE FORM NUMBER EN-33. TWO COPIES OF THE COMPLETED FORMS MUST BE SENT TO THE WATER MANAGEMENT DISTRICT AND THE LOCAL AGENCY HAVING JURISDICTION ANNUALLY BY MAY 31ST. OF EACH YEAR. THE PERMITEE MUST REPORT ANY SINKHOLE THAT DEVELOPS WITHIN THE SURFACE WATER MANAGEMENT SYSTEM. THE PERMITEE MUST NOTIFY THE WATER MANAGEMENT DISTRICT AND LOCAL AGENCY HAVING JURISDICTION OF ANY SINKHOLE DEVELOPMENT IN THE SURFACE WATER MANAGEMENT SYSTEM WITHIN 48 HOURS OF ITS DISCOVERY AND COMPLETE SINKHOLE REPAIR WITHIN 10 DAYS OF SUCH DISCOVERY USING A DISTRICT APPROVED METHOD. 9. AFTER THE ROADWAY HAS BEEN CONSTRUCTED TO SUBGRADE, IT SHALL BE PROOF-ROLLED TO ASSURE THAT PROPER COMPACTION HAS BEEN ATTAINED. THE PROOF-ROLLING AND COMPACTION SHALL BE INSPECTED AND TESTED BY A FLORIDA LICENSED GEOTECHNICAL ENGINEER TO ASSURE THAT THE SPECIFIED COMPACTION IS MAINTAINED AND ALL DELETERIOUS MATERIALS HAVE BEEN REMOVED. 10. THE CONTRACTOR SHALL INSURE THAT A MINIMUM SOIL DENSITY OF 98% COMPACTION (ASHTO T-99 STANDARD PROCTOR METHOD) IS ACHIEVED UNLESS OTHERWISE NOTED FOR PLACEMENT OF ALL HEADWALL/ENDWALL FOOTINGS, RETAINING WALL FOOTINGS, AND IN GENERAL, ANY FOOTING SUPPORT DESCRIBED ON THESE PLANS. IT WILL ALSO BE THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT SUFFICIENT GEOTECHNICAL TESTING AND DESIGN HAS BEEN PERFORMED PRIOR TO CONSTRUCTION. 11. BLUE REFLECTIVE PAVEMENT MARKERS SHALL BE PLACED IN THE CENTER OF THE DRIVING LANE: OPPOSITE EACH FIRE HYDRANT. 12. STORM PIPE LENGTHS SHOWN ON THE PLANS INCLUDE MITERED END SECTIONS. IF THE CONTRACTOR ELECTS TO USE AN APPROVED ALTERNATE, THE PIPE LENGTHS MUST BE ADJUSTED. 13. INLET OFFSETS ARE TO THE CENTERLINES SHOWN ON F.D.O.T. DESIGN STANDARDS INDEXES. 14. THE CONTRACTOR IS RESPONSIBLE FOR PAVING ALL ROADWAYS TO DRAIN POSITIVELY. INTERSECTIONS SHALL BE TRANSITIONED TO PROVIDE A SMOOTH DRIVING SURFACE WHILE MAINTAINING POSITIVE DRAINAGE. IF AN AREA OF POOR DRAINAGE IS OBSERVED, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO PAYING SO THAT A SOLUTION OR RECOMMENDATION FOR CORRECTION MAY BE MADE. 15. ALL REINFORCED CONCRETE PIPE (R.C.P.) SHALL BE MINIMUM CLASS III, UNLESS OTHERWISE APPROVED OR NOTED ON THE PLANS OR SPECIFICATIONS. 16. ALL STORMWATER PIPE JOINTS SHALL BE WRAPPED WITH FILTER FABRIC.				
	PUBLIC RIGHTS-OF-WAY				
	1. THE CONTRACTOR SHALL COORDINATE ALL WORK WITHIN PUBLIC RIGHTS-OF-WAY WITH THE RESPECTIVE LOCAL AGENCY(S) HAVING JURISDICTION (CITY OR COUNTY) DIRECTOR OF PUBLIC WORKS AND THE JURISDICTIONS ENGINEER. IN ADDITION, ANY WORK WITHIN A STATE ROAD RIGHT-OF-WAY MUST BE APPROVED AND COORDINATED WITH THE FDOT THROUGH THE LOCAL MAINTENANCE OFFICE FOR EACH DISTRICT. 2. PRIOR TO PERFORMING ANY WORK WITHIN ANY PUBLIC OR UTILITY RIGHT-OF-WAY, CONTRACTOR SHALL OBTAIN AUTHORIZATION AND PERMIT FROM ALL JURISDICTIONS RESPONSIBLE FOR SUCH RIGHT-OF-WAY. 3. PRIOR TO PERFORMING ANY WORK WITHIN ANY PUBLIC RIGHT-OF-WAY, CONTRACTOR SHALL DEVELOP AND SUBMIT A MAINTENANCE OF TRAFFIC PLAN TO THE LOCAL AGENCY HAVING JURISDICTION OVER SAID ROW FOR THEIR APPROVAL. THIS PLAN MUST MEET THE MINIMUM REQUIREMENTS AS OUTLINED IN THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" PUBLISHED BY THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION AND THE FLORIDA DEPARTMENT OF TRANSPORTATION DESIGN STANDARDS.				
	UTILITIES				
	UTILITY PROVIDERS: WATER: _____ PORT ORANGE PUBLIC UTILITIES DEPARTMENT - (386) 506-6750 RECLAIMED WATER: _____ PORT ORANGE PUBLIC UTILITIES DEPARTMENT - (386) 506-6750 SANITARY SEWER: _____ PORT ORANGE PUBLIC UTILITIES DEPARTMENT - (386) 506-6750 SOLID WASTE: _____ WASTE PRO - (386) 506-6575 ELECTRIC: _____ FLORIDA POWER & LIGHT - (888) 322-3420 TELEPHONE: _____ AT&T - (800) 222-0300 CABLE: _____ BRIGHT HOUSE NETWORKS - (386) 760-9980 GAS: _____ TECO PEOPLE'S GAS - (407) 453-9747 _____ & FLORIDA PUBLIC UTILITIES - (386) 668-9338				
	1. THE EXISTING UTILITIES SHOWN ARE APPROXIMATE. THE CONTRACTOR SHALL FIELD LOCATE ALL EXISTING UTILITIES AS TO SIZE, LOCATION, AND ELEVATION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY AND ALL CONFLICTS PRIOR TO BEGINNING CONSTRUCTION. 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND VERIFYING SIZE, TYPE, LOCATION, AND ELEVATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND NOTIFYING THE INVOLVED UTILITY PROVIDERS TO MAKE ANY NECESSARY ARRANGEMENTS FOR RELOCATION, DISRUPTION OF SERVICE, OR CLARIFICATION OF ACTIVITY REGARDING SAID UTILITY. THE CONTRACTOR SHALL USE EXTREME CAUTION WHEN CROSSING AN UNDERGROUND UTILITY, WHETHER SHOWN ON THESE PLANS OR FIELD LOCATED. THE CONTRACTOR SHALL COOPERATE WITH THE UTILITY PROVIDERS DURING RELOCATION OPERATIONS, ANY DELAY OR INCONVENIENCE CAUSED BY THE INVOLVED UTILITIES SHALL BE INCIDENTAL TO THE CONTRACT. THE CONTRACTOR SHALL CONFORM TO FLORIDA STATUTE CHAPTER 506 AND THE SUNSHINE STATE ONE-CALL OF FLORIDA. 3. CONTRACTOR SHALL NOTIFY ALL UTILITY OWNERS AND THE SUNSHINE UNDERGROUND UTILITIES NOTIFICATION CENTER AT 1-800-432-4770 AT LEAST 72 HOURS PRIOR TO START OF WORK. CONTRACTOR IS RESPONSIBLE FOR CONTINUAL MAINTENANCE OF ALL UTILITY LOCATES, FLAGS, MARKING, ET CETERA THROUGH THE ENTIRE DURATION OF CONSTRUCTION. 4. UTILITY SERVICES TO THE PROPOSED BUILDING(S) SHALL TERMINATE 5 FEET OUTSIDE OF THE BUILDING UNLESS OTHERWISE NOTED. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL REVIEW BUILDING ARCHITECTURAL AND PLUMBING PLANS TO VERIFY PROPER LOCATION OF THE PROPOSED UTILITIES FOR LOCATION, ALIGNMENT AND ELEVATION(S) FOR EACH SERVICE TO THE BUILDING(S). SHOULD UTILITY SERVICE LATERALS SHOWN ON THE SITE CIVIL CONSTRUCTION PLANS NOT CORRESPOND WITH BUILDING ARCHITECTURAL OR PLUMBING PLANS THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY. 5. THE POWER DISTRIBUTION SYSTEM SHALL BE DESIGNED AND INSTALLED BY THE POWER SERVICE PROVIDER. THE CONTRACTOR SHALL COORDINATE WITH SAID POWER SERVICE PROVIDER TO INSURE PROPER CONSTRUCTION PHASING IS ACHIEVED, AND TO ALLOW THE INSTALLATION OF STREET CROSSINGS, SLEEVES, CONDUITS, POLES, TRANSFORMERS, AND OTHER REQUIRED EQUIPMENT. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ACQUIRE ANY NECESSARY EASEMENTS AS A RESULT OF THE POWER SERVICE PROVIDER'S DESIGN AND RESPECTIVE INSTALLATION LOCATIONS. 6. THE TELEPHONE, CABLE TV, DATA, AND/OR COMMUNICATION SYSTEMS SHALL BE DESIGNED AND INSTALLED BY THEIR RESPECTIVE SERVICE PROVIDER. THE CONTRACTOR SHALL COORDINATE WITH SAID SERVICE PROVIDER TO INSURE PROPER CONSTRUCTION PHASING IS ACHIEVED, CONFLICT FREE, AND TO ALLOW THE INSTALLATION OF STREET CROSSINGS, SLEEVES, CONDUITS, POLES, AND OTHER REQUIRED EQUIPMENT. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ACQUIRE ANY NECESSARY EASEMENTS AS A RESULT OF THE SERVICE PROVIDER'S DESIGN AND RESPECTIVE INSTALLATION LOCATIONS. 7. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROPERLY COORDINATE THE FINAL DESIGNS AND SUBSEQUENT INSTALLATIONS OF ALL SERVICE PROVIDERS WITHIN THEIR MINIMUM CRITERIA AS SET FORTH THEREIN FOR ITEMS SUCH AS MAINTAINING THE MINIMUM SEPARATION DISTANCES BETWEEN THE VARIOUS UTILITIES. 8. UNLESS OTHERWISE NOTED, THE TOP 24 INCHES OF ALL UTILITY TRENCHES WITHIN ROADWAYS IN MAXIMUM 12" LIFTS, SHALL BE COMPACTED TO 98% OF THE MODIFIED PROCTOR MAXIMUM DENSITY; ALL OTHER UTILITY TRENCHES SHALL BE COMPACTED TO 95% OF THE MODIFIED PROCTOR MAXIMUM DENSITY. 9. THE CONTRACTOR SHALL NOTIFY THE APPLICABLE UTILITIES CONSTRUCTION DEPARTMENT FOR THE CORRESPONDING LOCAL UTILITY PROVIDE A MINIMUM OF 48 HOURS PRIOR TO STARTING ANY UTILITIES CONSTRUCTION. 10. PIPE ALIGNMENT, DEFLECTION, AND INTEGRITY TESTING SHALL BE PERFORMED BY THE "LAMPING" METHOD AND UTILIZING VIDEO INSPECTION. THE CONTRACTOR SHALL PERFORM INTERNAL VIDEO INSPECTION FOR THE GRAVITY SEWER TO CHECK PIPE ALIGNMENT AND DEFLECTION. 11. ALL FIRE HYDRANTS AND APPARATUS MUST COMPLY WITH FPPC SECTION 3-6.6 AND SECTION 3-7.1 WHEN APPLICABLE. 12. MAXIMUM SPACING OF FIRE HYDRANTS IS 500' IN ACCORDANCE WITH CITY CODE 24.30 (F.I.L.). 13. UNDERGROUND MAIN CONSTRUCTION MUST APPLY FOR A FIRE PERMIT FOR THE INSTALLATION OR MODIFICATION OF ANY UNDERGROUND MAINS SERVING FIRE HYDRANTS AND/OR FIRE PROTECTION SYSTEMS PRIOR TO ANY INSTALLATION. IF THE WATER DISTRIBUTION SYSTEM AND FIRE HYDRANTS ARE LOCATED IN A RIGHT-OF-WAY OR RECORDED EASEMENT AND OWNED/INSTALLED MAINTAINED BY THE CITY OF PORT ORANGE, THE CONTRACTOR SHALL APPLY FOR A FIRE PERMIT FROM THE CITY OF PORT ORANGE FOR UNDERGROUND MAINS AND CONNECTIONS. HOWEVER, HYDRANTS MUST BE IN COMPLIANCE WITH HYDRANT SPACING, LOCATION, DISTRIBUTION, COLOR CODING, AND NEEDED FIRE FLOW MINIMUMS AS SPECIFIED IN CITY FIRE CODE, UNDERGROUND MAIN AND FIRE HYDRANT INSTALLATIONS ON PRIVATE PROPERTY WILL REQUIRE AN FIR PERMIT AND FULL COMPLIANCE WITH NFPA 24, [CITY FIRE CODE, SECTION 24.19.1(13)].				

POTABLE WATER

1. ALL PVC WATERMAINS 2" OR LESS SHALL BE SDR21 (200 PSI) UNLESS OTHERWISE NOTED.
2. WATER MAINS SHALL COMPLY WITH AWWA STANDARDS. ALL PVC PIPE 3 TO 12 INCHES SHALL BE AWWA C900 DR18; ALL PVC PIPE 14 INCHES AND LARGER SHALL COMPLY WITH AWWA C905 DR25. ALL WATER MAINS SHALL BEAR THE NSF LOGO AND SHALL BE COLOR-CODED OR MARKED USING BLUE AS A PREDOMINANT COLOR TO DIFFERENTIATE DRINKING WATER FROM OTHER WATER LINES.
3. WHERE DUCTILE IRON PIPE IS REQUIRED FOR WATER MAINS, IT SHALL CONFORM TO ANSI/AWWA A21.51. A MINIMUM THICKNESS FOR PRESSURE CLASS 350 PER ANSI/AWWA SHALL BE SUPPLIED. DIP SIZES UP TO 12 INCHES IN DIAMETER SHALL BE PRESSURE CLASS 350, DIP SIZES 14 INCHES AND LARGER SHALL BE PRESSURE CLASS 250.
4. ALL WATER MAIN FITTINGS, VALVES, RESTRAINTS, COUPLINGS, PIPE, AND IN GENERAL, THOSE MATERIALS REQUIRED FOR INSTALLING THE WATER SUPPLY SYSTEM, SHALL COMPLY WITH THE MINIMUM MATERIAL STANDARDS, RATINGS AND CLASSIFICATIONS ESTABLISHED BY THE RESPECTIVE UTILITY PROVIDER. ALL WATER MAIN FITTINGS SHALL BE DIP FOR ALL 3" THRU 12" PVC AND DIP WATER MAINS CONFORMING TO THE REQUIREMENTS OF ANSI/AWWA C153/A21.53 AND EPOXY COATED EXTERIOR, UNLESS NOTED OTHERWISE. THESE FITTINGS SHALL INCORPORATE RESTRAINING RINGS, MEAG-LUGS OR OTHER APPROVED EQUIVALENT MECHANICAL DEVICES.
5. DUCTILE IRON PIPE AND FITTINGS SHALL HAVE A CEMENT MORTAR INTERIOR LINING CONFORMING TO THE REQUIREMENTS OF ANSI/AWWA C104/A21.4.
6. VALVES FOR POTABLE AND RAW WATER MAINS SHALL BE DUCTILE IRON (D.I.) EPOXY COATED GATE VALVES OR BUTTERFLY VALVES. SEE SPECIFICATIONS FOR DETAILS.
7. ALL POLYETHYLENE PRESSURE PIPE AND FITTINGS 4-INCH AND LARGER SHALL CONFORM TO AWWA STANDARD C906-99 (DR11) PRESSURE CLASS 160 AND ASTM STANDARD D3350, D2637 PE 3408.
8. ALL POLYETHYLENE PIPES FOR SERVICE TUBING SHALL CONFORM TO AWWA STANDARD C901 (DR9) PRESSURE CLASS 200 AND STANDARD D2737 PE 3408.
9. ALL PIPE AND POLYETHYLENE SERVICE TUBING SHALL BEAR THE NATIONAL SANITATION FOUNDATION (NSF) SEAL OF APPROVAL FOR POTABLE WATER SERVICE.
10. PVC PIPE LESS THAN 2-INCHES SHALL CONFORM TO ASTM D1785. THREADED PIPE AND FITTINGS SHALL BE SCH. 80 AND CONFORM TO ASTM D2464. UNTHREADED PIPE AND FITTINGS SHALL BE SCH. 40 WITH SOLVENT-CEMENTED JOINTS. CEMENTED JOINTS AND FITTINGS SHALL COMPLY WITH ASTM D2466 AND D2855.
11. 2", 2.5" AND 3" PVC PIPE SHALL CONFORM TO ASTM D2241. PIPE SHALL BE FURNISHED IN 20-FOOT LENGTHS. SHALL HAVE DIMENSION RATIO (DR21) AND A WATER PRESSURE RATING OF 200 PSI.
12. PIPE MEASUREMENTS SHALL BE CENTER TO CENTER OF FITTINGS OR VALVES.
13. CONTRACTOR SHALL PROVIDE TEMPORARY THRU RESTRAINTS, BRACING, TEST PLUGS AND/OR OTHER DEVICES NECESSARY TO SUCCESSFULLY COMPLETE PRESSURE TESTING OF ALL PRESSURE PIPING SYSTEMS, ANCILLARY TO THE WORK.
14. AUTOMATIC AIR RELEASE/VACUUM AIR RELEASE VALVES FOR UNDERGROUND INSTALLATION SHALL CONFORM WITH 62-555.320(21)(B) FAC & RSWW 8.4.2.
15. ALL BURIED PIPING SPECIFIED FOR PRESSURE SERVICE SHALL BE PROVIDED WITH RESTRAINING DEVICES AT ALL DIRECTIONAL CHANGES, UNLESS NOTED OTHERWISE.
16. ALL FASTENERS SHALL BE MANUFACTURED OF NON-CORROSIVE MATERIALS.
17. LOCATIONS AND DIMENSIONS OF EXISTING RIGHTS-OF-WAY AND EASEMENTS ARE BASED ON THE BEST AVAILABLE INFORMATION. THE CONTRACTOR SHALL VERIFY ALL THE LIMITS OF RIGHTS-OF-WAY AND EASEMENTS IN ORDER TO AVOID ENCROACHMENTS.
18. THE CONTRACTOR SHALL REPAIR OR REPLACE WITH EQUAL MATERIALS IN KIND OR AS DIRECTED BY THE OWNER OR INSPECTOR ANY ITEMS DISTURBED OR DAMAGED BY THE UTILITY CONSTRUCTION OR ITS RELATED ACTIVITIES FOR ITEMS SUCH AS BUT NOT LIMITED TO, PAVING, STABILIZED EARTH, DRIVEWAYS, ETC.
19. CONTRACTOR SHALL PAINT THE HYDRANTS ACCORDING TO FIRE DEPARTMENT REQUIREMENTS.
20. WHERE APPLICABLE FIRE HYDRANTS SHALL BE INSTALLED WITHIN THE ROW.
21. PROPER BACKFLOW PREVENTION ASSEMBLIES SHALL BE PROVIDED IN ACCORDANCE WITH RULE 62-555.360, F.A.C. AND AWWA MANUAL M14. "RECOMMENDED PRACTICE FOR BACKFLOW PREVENTION AND CROSS CONNECTION CONTROL" (LATEST EDITIONS) AS INCORPORATED IN RULE 62-555.360. THE METHOD OF CONNECTION TO THE EXISTING ACTIVE MAIN SHOULD BE CHOSEN TO ENSURE THAT THE PRESSURE DOES NOT DROP BELOW 20PSI OTHERWISE A BOIL WATER NOTICE IS REQUIRED TO BE ISSUED BY THE UTILITY SUPPLYING THE WATER.
22. CONTRACTOR SHALL COORDINATE WITH AGENCY HAVING JURISDICTION AND WATER SERVICE PROVIDER TO HAVE WATER SAMPLES TAKEN AT LOCATIONS AS SPECIFIED BY THEIR MINIMUM STANDARDS AND AS OUTLINED IN THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION PERMIT FOR CONSTRUCTION OF THE WATER DISTRIBUTION SYSTEM (IF PERMIT IS REQUIRED). DOCUMENTATION OF THE MINIMUM TESTING RESULTS SUCH AS BACTERIOLOGICAL REPORTS WITH RESIDUAL C LEVELS SHALL BE SUBMITTED TO THE ENGINEER WITHIN 4 DAYS FROM THE DAY OF SAMPLE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REVIEW AND VERIFY THE RESULTS AS PASSING PRIOR TO SUBMITTAL TO THE ENGINEER.
23. ALL WATER MAINS SHALL BE HYDROSTATICALLY TESTED AND DISINFECTED IN ACCORDANCE WITH AWWA STANDARDS. LATEST REVISIONS, HYDROSTATIC TESTING FOR PVC MAINS SHALL BE 150 PSI FOR MINIMUM OF 2 HOURS AND MEET AWWA STANDARD C606/M23. DUCTILE IRON MAINS SHALL BE TESTED AT 150 PSI FOR 2 HOURS PER AWWA C600. ALL NEW MAINS SHALL BE DISINFECTED PER AWWA STANDARD C651. BACTERIOLOGICAL TESTS FOR 2 CONSECUTIVE DAYS SHALL BE APPROVED PRIOR TO PLACING SYSTEM INTO SERVICE.
24. ALL WATER MAINS SHALL HAVE AN "EARLY WARNING" PROTECTION TAPE INSTALLED CONTINUOUSLY ALONG THE ENTIRE LENGTH. THE PROTECTION TAPE SHALL BE INSTALLED DURING THE BACKFILLING 5 TO 12 INCHES BELOW FINISH GRADE DIRECTLY OVER THE PIPE AND CONDUIT. CONDUIT SHALL BE "CAUTION WATER MAIN BURIED BELOW". THE TAPE SHALL HAVE AN EMBEDDED METALLIC DETECTABLE STRIP AND BE BLUE IN COLOR FOR POTABLE WATER.
25. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS ON ALL EQUIPMENT AND MATERIALS FOR APPROVAL TO THE ENGINEER AND WATER SERVICE PROVIDER PRIOR TO PROCUREMENT.

1. ALL PIPE, PIPE FITTINGS, PIPE JOINT PACKING AND JOINTING MATERIALS, VALVES, FIRE HYDRANTS, AND METERS INSTALLED WILL CONFORM TO APPLICABLE AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARDS.
2. ALL PUBLIC WATER SYSTEM COMPONENTS, EXCLUDING FIRE HYDRANTS, THAT WILL BE INSTALLED AND THAT WILL COME INTO CONTACT WITH DRINKING WATER WILL CONFORM TO AS IDENTIFIED IN RULE 62-555.335, F.A.C., OR OTHER APPLICABLE STANDARDS, REGULATIONS, OR REQUIREMENTS REFERENCED IN PARAGRAPH 62-555.320 (3)(B), F.A.C.
3. ALL PIPE AND PIPE FITTINGS INSTALLED WILL CONTAIN NO MORE THAN 8.0% LEAD, AND ANY SOLDER OR FLUX USED IN THIS PROJECT WILL CONTAIN NO MORE THAN 0.2% LEAD.
4. ALL PIPE AND PIPE FITTINGS INSTALLED WILL BE COLOR-CODED OR MARKED IN ACCORDANCE WITH SUBPARAGRAPH 62-555.320 (21)(B) 3, F.A.C., OR, IF A PREDOMINANT COLOR, UNDERGROUND PLASTIC PIPE WILL BE SOLID-WALL BLUE PIPE. PIPE WILL HAVE BLUE-PAINTED OR COLOR-COATED BLUE EXTERNAL SKIN, OR WILL BE WHITE OR BLACK PIPE WITH BLUE STRIPES INCORPORATED INTO, OR APPLIED TO, THE PIPE WALL. UNDERGROUND METAL OR CONCRETE PIPE WILL HAVE BLUE STRIPES APPLIED TO THE PIPE WALL. PIPE STRIPED DURING MANUFACTURING OF THE PIPE WILL HAVE CONTINUOUS STRIPES THAT RUN PARALLEL TO THE AXIS OF THE PIPE, THAT ARE LOCATED AT THE TOP OF THE PIPE AFTER THE PIPE IS LAID AROUND THE PIPE, AND THAT WILL REMAIN INTACT DURING AND AFTER INSTALLATION OF THE PIPE, IF TAPE OR PAINT IS USED TO STRIPE PIPE DURING INSTALLATION OF THE PIPE, THE TAPE OR PAINT WILL BE APPLIED IN A CONTINUOUS LINE THAT RUNS PARALLEL TO THE AXIS OF THE PIPE AND THAT IS LOCATED ALONG THE TOP OF THE PIPE. FOR PIPE WITH DISCONTINUOUS STRIPES, THE TAPE OR PAINT WILL BE APPLIED IN CONTINUOUS LINES ALONG EACH SIDE OF THE PIPE AS WELL AS ALONG THE TOP OF THE PIPE. ABOVEGROUND PIPE WILL BE PAINTED BLUE OR WILL BE COLOR-CODED OR MARKED LIKE UNDERGROUND PIPE.)
5. ALL FIRE HYDRANTS THAT HAVE UNPLUGGED, UNDERGROUND DRAINS WILL BE LOCATED AT LEAST THREE FEET FROM ANY EXISTING OR PROPOSED STORM SEWER, STORMWATER FORCE MAIN, PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C., OR VACUUM-TYPE SANITARY SEWER; AT LEAST SIX FEET FROM ANY EXISTING OR PROPOSED GRAVITY-OR PRESSURE-TYPE SANITARY SEWER OR GREATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.; AND AT LEAST TEN FEET FROM ANY EXISTING OR PROPOSED "ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM".
6. NEW OR ALTERED CHAMBERS, PITS, OR MANHOLES THAT CONTAIN VALVES, BLOW-OFFS, METERS, OR OTHER SUCH WATER DISTRIBUTION SYSTEMS APPURTENANCES WILL NOT BE CONNECTED DIRECTLY TO ANY SANITARY OR STORM SEWER, AND BLOW-OFFS OR AIR RELIEF VALVES INSTALLED UNDER THIS PROJECT WILL NOT BE CONNECTED DIRECTLY TO ANY SANITARY OR STORM SEWER.
7. NEW OR ALTERED WATER MAINS WILL BE INSTALLED IN ACCORDANCE WITH APPLICABLE AWWA STANDARDS OR IN ACCORDANCE WITH MANUFACTURERS' RECOMMENDED PROCEDURES.
8. A CONTINUOUS AND UNIFORM BEDDING WILL BE PROVIDED IN TRENCHES FOR UNDERGROUND PIPE INSTALLED; BACKFILL MATERIAL WILL BE TAMPED IN LAYERS AROUND UNDERGROUND PIPE INSTALLED AND TO A SUFFICIENT HEIGHT ABOVE THE PIPE TO ADEQUATELY SUPPORT AND PROTECT THE PIPE, AND UNSUITABLY SIZED STONES (AS DESCRIBED IN APPLICABLE AWWA STANDARDS OR MANUFACTURERS' RECOMMENDED INSTALLATION PROCEDURES) FOUND IN TRENCHES WILL BE REMOVED FOR A DEPTH OF AT LEAST SIX INCHES BELOW THE BOTTOM OF UNDERGROUND PIPE.

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12. NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST SIX FEET, AND PREFERABLY TEN FEET, BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY, OR PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C. THE MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN WATER MAINS AND GRAVITY-TYPE SANITARY SEWERS SHALL BE REDUCED TO THREE FEET WHERE THE BOTTOM OF THE WATER MAIN IS AT LEAST SIX INCHES ABOVE THE TOP OF THE SEWER. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.
- NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET, AND PREFERABLY TEN FEET, BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED VACUUM-TYPE SANITARY SEWER.
13. NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED GRAVITY-OR VACUUM-TYPE SANITARY SEWER, SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST SIX INCHES, AND PREFERABLY 12 INCHES, ABOVE OR AT LEAST SIX FEET BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.
- NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED PRESSURE-TYPE SANITARY SEWER, VACUUM-TYPE SANITARY SEWER, OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C. THE WATER MAIN IS AT LEAST 12 INCHES ABOVE OR BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.
14. AT THE UTILITY CROSSINGS DESCRIBED ABOVE, ONE FULL LENGTH OF WATER MAIN PIPE SHALL BE CENTERED ABOVE OR BELOW THE OTHER PIPELINE SO THE WATER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE. ALTERNATIVELY, AT SUCH CROSSINGS, THE PIPES SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL JOINTS IN GRAVITY-TYPE SANITARY SEWERS, OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C. AND AT LEAST SIX FEET FROM ALL JOINTS IN GRAVITY-OR PRESSURE-TYPE SANITARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.
15. WHERE AUTOMATIC AIR RELIEF VALVES ARE INSTALLED THE ARV WILL BE EXTENDED SUCH THAT THE OPEN END OF THE AIR RELIEF PIPE WILL BE SEPARATED FROM THE GROUND BY AT LEAST ONE FOOT AND WILL BE PROVIDED WITH A SCREENED, DOWNWARD FACING ELBOW.

1. HAZARDOUS MATERIAL MEANS ANY SUBSTANCE: (A) THE PRESENCE OF WHICH REQUIRES INVESTIGATION OR REMEDIATION UNDER ANY PRESENT FEDERAL, STATE OR LOCAL STATUTE, REGULATION, ORDINANCE, RULE, CODE, ORDER, ACTION, POLICY OR COMMON LAW, OR (B) WHICH IS OR BECOMES DEFINED AS A "HAZARDOUS WASTE," "HAZARDOUS SUBSTANCE," "POLLUTANT OR CONTAMINANT UNDER ANY PRESENT FEDERAL, STATE OR LOCAL STATUTE, REGULATION, RULE OR ORDINANCE OR AMENDMENTS THERETO INCLUDING, WITHOUT LIMITATION, THE FEDERAL RESOURCE CONSERVATION AND RECOVERY ACT (42 U.S.C. SECTIONS 8901 ET SEQ.) AND/OR THE RESOURCE CONSERVATION AND RECOVERY ACT (42 U.S.C. SECTIONS 8901 ET SEQ.), OR (C) WHICH IS TOXIC, EXPLOSIVE, CORROSIVE, FLAMMABLE, INFECTIOUS, RADIOACTIVE, CARCINOGENIC, MUTAGENIC, OR OTHERWISE HAZARDOUS AND IS REGULATED BY ANY GOVERNMENTAL AGENCY, FEDERAL, STATE, OR LOCAL, OR (D) WHICH IS A POLYCHLORINATED BIPHENYL (PCB) OR POLYBROMINATED BIPHENYL (PBB), OR (E) WHICH CAUSES OR THREATENS TO CAUSE A NUISANCE UPON THE PREMISES OR TO ADJACENT PROPERTIES OR POSSES OR THREATENS TO POSE A HAZARD TO THE HEALTH OR SAFETY OF PERSONS ON OR ABOUT THE PREMISES, OR (F) WHICH CONTAINS OR RELEASES OR MAY RELEASE OR MAY CAUSE THE RELEASE OF, OR (G) WHICH CONTAINS POLYCHLORINATED BIPHENYLS (PCBS), ASBESTOS, LEAD OR URAN FORMALDEHYDE FOAM INSULATION.
2. CONTRACTOR AND ITS SUBCONTRACTORS SHALL USE, HANDLE, TRANSPORT, AND DISPOSE OF ALL HAZARDOUS MATERIALS (AS DEFINED HEREIN) IN COMPLIANCE WITH ALL PRESENT FEDERAL, STATE AND LOCAL ENVIRONMENTAL, HEALTH OR SAFETY LAW, INCLUDING, BUT NOT LIMITED TO, ALL SUCH STATUTES, REGULATIONS, RULES, ORDINANCES, CODES, AND RULES OF COMMON LAW.
3. CONTRACTOR FURTHER AGREES THAT CONTRACTOR AND ITS SUBCONTRACTORS SHALL NOT CAUSE THE DISCHARGE, RELEASE OR DISPOSAL OF ANY HAZARDOUS MATERIAL CREATED BY ITS WORK ON OR ABOUT THE JOB SITE, IN THE EVENT OF ANY SPILL, RELEASE OR ANY OTHER REPORTABLE OCCURRENCE, CONTRACTOR SHALL NOTIFY THE APPROPRIATE GOVERNMENTAL AGENCY AND SHALL TAKE SUCH ACTION AS MAY BE NECESSARY TO MINIMIZE THE DELETERIOUS EFFECT OF SUCH SPILL OR RELEASE ON PERSONS OR PROPERTY.
4. CONTRACTOR AND ITS SUBCONTRACTORS SHALL, UPON COMPLETION OF PERFORMANCE OF ALL DUTIES UNDER THIS CONTRACT, REMOVE, STORE, OR DISPOSE OF ALL HAZARDOUS MATERIAL FROM THE PROJECT SITE. CONTRACTOR SHALL BE RESPONSIBLE AND SHALL BEAR FULL FINANCIAL RESPONSIBILITY, AS BETWEEN THE PARTIES OF THIS CONTRACT, FOR THE COMPLIANCE OF CONTRACTOR AND ITS SUBCONTRACTORS WITH THE PROVISIONS AS OUTLINED HEREIN.
5. CONTRACTOR AGREES TO INDEMNIFY, DEFEND, PROTECT AND HOLD THE OWNER HARMLESS FROM AND AGAINST ANY CLAIMS INCLUDING, WITHOUT LIMITATION, ACTUAL ATTORNEYS FEES AND ANY COSTS OF INVESTIGATION, SOILS TESTING, GOVERNMENTAL APPROVALS, REMEDIATION AND CLEANUP ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE FAILURE OF CONTRACTOR OR ITS SUBCONTRACTORS, OR THEIR AGENTS, EMPLOYEES, OFFICERS, OR REPRESENTATIVES, TO COMPLY WITH THE TERMS AS DESCRIBED HEREIN.
6. SHOULD CONTRACTOR OR ITS SUBCONTRACTORS DISCHARGE, RELEASE OR DISPOSE OF ANY HAZARDOUS MATERIAL ON OR ABOUT THE JOB SITE IN VIOLATION OF THIS PARAGRAPH, CONTRACTOR SHALL IMMEDIATELY INFORM THE OWNER IN WRITING, IN THE EVENT OF AN SPILL, RELEASE OR ANY OTHER REPORTABLE OCCURRENCE, CONTRACTOR SHALL NOTIFY THE APPROPRIATE GOVERNMENTAL AGENCY AND SHALL TAKE SUCH ACTION AS MAY BE NECESSARY TO MINIMIZE THE DELETERIOUS EFFECT OF SUCH SPILL ON PERSONS, PROPERTY OR THE ENVIRONMENT.
7. IN THE EVENT CONTRACTOR OR ITS SUBCONTRACTORS ENCOUNTER ON THE PREMISES ANY PIPELINE, UNDERGROUND STORAGE TANK OR OTHER CONTAINER, OF ANY KIND, THAT MAY CONTAIN A HAZARDOUS MATERIAL, OR ENCOUNTER MATERIAL REASONABLY BELIEVED TO BE A HAZARDOUS MATERIAL, CONTRACTOR SHALL IMMEDIATELY STOP WORK IN THE AREA AFFECTED AND REPORT THE CONDITION TO THE OWNER IN WRITING.
8. IF CONTRACTOR OR ITS SUBCONTRACTORS DO NOT COMPLY WITH THE REQUIREMENTS AS OUTLINED HEREIN, OWNER MAY, BUT IS NOT OBLIGATED TO, GIVE WRITTEN NOTICE OF VIOLATION TO CONTRACTOR. SHOULD CONTRACTOR OR ITS SUBCONTRACTORS FAIL TO COMPLY WITH THE TERMS OF THIS PARAGRAPH WITHIN TWENTY-FOUR (24) HOURS FROM THE TIME OWNER ISSUES SUCH WRITTEN NOTICE OF NONCOMPLIANCE OR WITHIN THE TIME OF AN ABATEMENT PERIOD SPECIFIED BY ANY GOVERNMENTAL AGENCY, WHICHEVER PERIOD IS SHORTER, CONTRACTOR SHALL BE IN MATERIAL DEFAULT OF THIS CONTRACT.
9. ALL AREAS USED FOR FUEL STORAGE SHALL HAVE THE PROPERTY OWNERS PRIOR APPROVAL AND APPROPRIATE MEASURES SHALL BE TAKEN TO INSURE PROTECTION OF GROUNDWATER AND SOIL RESOURCES.

PRE-CONSTRUCTION

1. CONTRACTOR SHALL ATTEND A MANDATORY PRE-CONSTRUCTION MEETING WITH THE ENGINEER OF RECORD AND APPLICABLE STAFF OF THE LOCAL AGENCY HAVING JURISDICTION (E.G. CITY OR COUNTY) PRIOR TO ANY DISTURBANCE OF LAND, CLEARING OR DEMOLITION. CONTRACTOR MUST PROVIDE WRITTEN NOTICE OF THE PRE-CONSTRUCTION MEETING'S TIME, DATE AND LOCATION TO THE OWNER AND ENGINEER OF RECORD A MINIMUM OF 48 HOURS PRIOR TO.
2. IF ANY TESTING, INSPECTION OR APPROVAL UNDER THIS PARAGRAPH REVEAL DEFECTIVE WORK, CONTRACTOR SHALL NOT BE ALLOWED TO RECEIVE ANY ASSOCIATED COSTS AND THE OWNER SHALL BE ENTITLED TO DEDUCT FROM THE CONTRACT PRICE, BY ISSUING A CHANGE ORDER, OWNER'S COSTS ARISING OUT OF THE DEFECTIVE WORK, INCLUDING COSTS OF REPEATED PROCEDURES, COMPENSATION FOR ENGINEERS' AND DESIGN ENGINEER'S SERVICES AND OTHER RELATED COSTS.
3. SHOP DRAWINGS AND CERTIFICATIONS FOR ALL STORM DRAINAGE, WATER SYSTEM, SEWER SYSTEM, AND PAVING SYSTEM MATERIALS AND STRUCTURES SHALL BE SUBMITTED TO THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO THE ENGINEER FOR APPROVAL PRIOR TO ORDERING THE MATERIALS REQUIRED FOR CONSTRUCTION.
4. THE CONTRACTOR SHALL PROVIDE THE ENGINEER 48-HOUR ADVANCE NOTIFICATION FOR THE FOLLOWING CONSTRUCTION AND OBSERVATION ACTIVITIES:
 - SANITARY SEWER LAMPING AND VIDEO INSPECTION
 - CONNECTIONS TO EXISTING SYSTEMS
 - STORM DRAINAGE LAMPING
 - INLET POOL POURS (REINFORCING STEEL CHECK)
 - WATER AND FORCE MAIN PRESSURE TESTS
 - BACTERIOLOGICAL SAMPLING
 - BASE OBSERVATION & SOUNDING
 - ASPHALT PLACEMENT
 - PRE-FINAL OBSERVATION
 - FINAL OBSERVATION

1. PRIOR TO CONSTRUCTION, THE CONTRACTOR WILL OBTAIN A COPY OF THE MINIMUM REQUIREMENTS FOR AS-BUILT RECORD DRAWING ACCEPTANCE FOR THE AGENCY HAVING JURISDICTION (SUCH AS THE CITY OR COUNTY) AND/OR UTILITY SERVICE PROVIDER. FAMILIARIZE THEMSELVES WITH THESE REQUIREMENTS, AND PRODUCE AS-BUILT RECORD DRAWINGS THAT SUBSTANTIALLY COMPLY WITH OR EXCEED THESE REQUIREMENTS, INCLUDING ANY REQUIRED ELECTRONIC DATA SUBMITTALS.

2. AS-BUILT DRAWINGS SHALL BE ACCURATELY RECORDED AND CERTIFIED BY A LICENSED LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA AND SHALL MEET THE MINIMAL TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS & MAPPERS IN CHAPTER 81G17-4, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

3. THE CONTRACTOR WILL BE RESPONSIBLE TO PROVIDE SUFFICIENT AS-BUILT INFORMATION TO CONVEY THAT THE CONSTRUCTION HAS BEEN COMPLETED WITHIN ACCEPTABLE TOLERANCES TO THE APPROVED DESIGN AND SHALL INCLUDE BUT IS NOT LIMITED TO THE FOLLOWING:

SANITARY SEWER:

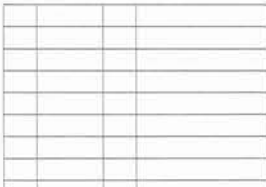
1. TOP ELEVATION OF EACH MANHOLE FRAME AND COVER.
2. INVERT OF EACH LINE ENTERING AND LEAVING EACH MANHOLE/STRUCTURE.
3. LENGTH OF EACH RUN OF MAIN BETWEEN MANHOLES (CENTER TO CENTER).
4. ACTUAL GRADE OF PIPE BETWEEN MANHOLES.
5. LOCATE ALL SERVICE WYES FROM DOWNSTREAM MANHOLE WITH DEPTH AT LOT LINE AND DISTANCE FROM THE MAIN LINE.
6. LOCATE WITH MEASUREMENTS FROM PERMANENT VISIBLE OBJECTS ALL FITTINGS/ACCESSORIES NOT VISIBLE FROM THE SURFACE (MINIMUM TWO POINT TIES).

WATER AND REUSE SYSTEM AND FORCE MAINS:

1. ACTUAL LENGTHS OF PIPE BETWEEN BRANCHES AND VALVES IN THE RUN.
2. LOCATE WITH MEASUREMENTS FROM PERMANENT VISIBLE OBJECTS ALL FITTINGS/ACCESSORIES NOT VISIBLE FROM THE SURFACE (MINIMUM TWO POINT TIES).
3. LIST THE DEPTHS OF THE LINES AT ALL VALVES, FITTINGS AND FIRE HYDRANTS.

OTHER IMPROVEMENTS:
BUILDING(S), SIDEWALKS, PAVEMENT, CURB & GUTTER. SUBMIT CERTIFIED DRAWINGS TO THE ENGINEER TWO WEEKS PRIOR TO FINAL INSPECTION OF THE WORK TO BE CERTIFIED.

4. THE ENGINEER STRONGLY RECOMMENDS THAT THE CONTRACTOR KEEP A DAILY "AS-BUILT" SET OF DRAWINGS WHILE THE WORK BEING DONE IS VISIBLE EXPOSED ACCORDING TO THE CRITERIA OUTLINED HEREIN.
5. THE ENGINEER RESERVES THE RIGHT TO REQUIRE THE CONTRACTOR TO UNCOVER, RETEST AND/OR PERFORM ANY ACTION NECESSARY TO ENSURE THAT THE IMPROVEMENTS HAVE BEEN CONSTRUCTED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS.
6. FINAL "AS-BUILT" DRAWINGS FOR POTABLE WATER SHALL CLEARLY INDICATE COMPLIANCE TO MINIMUM SEPARATION DISTANCES OR REQUIRED PIPE UPGRADES. ALL WATER MAIN AND FORCE MAIN PIPE FITTINGS SHALL BE REFERENCED TO AT LEAST TWO VISIBLE REFERENCE POINTS (SWING TIES) AND THE NEAREST DISTANCE TO THE CENTERLINE OF ROAD.
7. THE CONTRACTOR'S GEOTECHNICAL ENGINEER SHALL CERTIFY ALL SITE, UTILITY, AND ROADWAY COMPACTION AND ALL UNDERDRAIN AND PAVEMENT CONSTRUCTION TO BOWYER-SINGLETON & ASSOCIATES, INC.
8. ALL PVC WATER MAINS AND PVC FORCE MAINS SHALL BE INSTALLED WITH A SOLID COPPER "LOCATING WIRE" WITH SUFFICIENT GROUNDING POINTS AT MAXIMUM 500 FEET SPACING.

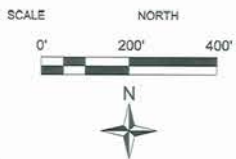
TITLE

PROJECT NO. 50079046 (CC 1)

SHEET NO.

WESTPORT RESERVE
(PHASE 2B)

PORT ORANGE, FL



3	7-1-16	TFS	REV PER CITY COMMENTS
2	4-21-16	KJK	REV PER CITY COMMENTS
No.	DATE	BY	Description

REVISIONS

DRAWN BY TFS
APPROVED BY DMV
CHECKED BY NPS
DATE JANUARY 2016
DATUM NAVD 88

TITLE

OVERALL DEVELOPMENT PLAN

PROJECT NO. 50079046 (CC 1)

C04

SHEET NO.

OVERALL DEVELOPMENT SITE DATA	
SITE AREA	174.48
CURRENT ZONING	P-C-A
	NEIGHBORHOOD DISTRICT 3
LAND USE	IDR
PROP. DWELLING UNITS	651
DENSITY	3.73 DU/AC
TREE PRESERVATION:	
SITE AREA	174.48 AC.
REQUIRED = 15% OF SITE AREA	26.17 AC. ⁽¹⁾
PROPOSED (15.08%)	26.32 AC. ⁽²⁾
⁽¹⁾ EXIST. TREE CONSERVATION EASEMENTS NOT INCLUDED	
⁽²⁾ EXCESS TREE PRESERVATION CAN BE USED TOWARD THE REMAINDER OF THE DEVELOPMENT	
DWELLING UNITS PER PHASE:	
MULTI-FAMILY PHASE 2A	360
SINGLE FAMILY PHASE 2B	64
SINGLE FAMILY PHASE 3	144
SINGLE FAMILY PHASE 4	77
SINGLE FAMILY PHASE 5B	6
TOTAL	651

SINGLE FAMILY SITE DATA	
GROSS SITE AREA	140.85 AC.
NET SITE AREA	95.48 AC. ⁽¹⁾
PROP. DWELLING UNITS	291
MAXIMUM BUILDING IMPERVIOUS COVERAGE	50%
⁽¹⁾ NET SITE AREA EQUALS GROSS SITE AREA MINUS WETLAND CONSERVATION, UPLAND BUFFERS, AND UPLANDS NOT INCLUDED IN OPEN SPACE.	
OPEN SPACE REQUIRED:	
OPEN SPACE (40%)	38.05 AC. ⁽²⁾
COMMON OPEN SPACE (40%)	38.05 AC. ⁽²⁾
⁽²⁾ CALCULATED USING NET SITE AREA	
OPEN SPACE PROVIDED:	
TOTAL OPEN SPACE (43.97%)	41.98 AC. ⁽³⁾
COMMON OPEN SPACE (43.97%)	41.98 AC. ⁽⁴⁾
⁽³⁾ EXIST. TREE CONSERVATION EASEMENTS NOT INCLUDED	
⁽⁴⁾ EXCESS COMMON OPEN SPACE CAN BE USED TOWARD FUTURE CONTIGUOUS PHASES.	
BUILDING SETBACKS:	
FRONT	25'
SIDE	5'
SIDE CORNER	20'
REAR	20'

MULTI-FAMILY SITE DATA - 2A	
SITE AREA	33.63 AC.
PROP. DWELLING UNITS	360
MAXIMUM BUILDING IMPERVIOUS COVERAGE	40%
MINIMUM LIVING AREA	750 S.F.
MAXIMUM BUILDING HEIGHT	36'
OPEN SPACE REQUIRED:	
OPEN SPACE (40%)	13.45 AC.
COMMON OPEN SPACE (40%)	13.45 AC.
OPEN SPACE PROVIDED:	
TOTAL OPEN SPACE (61.70%)	20.75 AC. ⁽¹⁾
COMMON OPEN SPACE	13.71 AC. ⁽¹⁾
⁽¹⁾ EXCESS COMMON OPEN SPACE CAN BE USED TOWARD FUTURE CONTIGUOUS PHASES.	
BUILDING SEPARATIONS:	
FRONT	30'
SIDE	25'
REAR	25'
NOTE: ROW FOR CORACI BOULEVARD IS NOT INCLUDED IN THE NUMBERS ABOVE.	

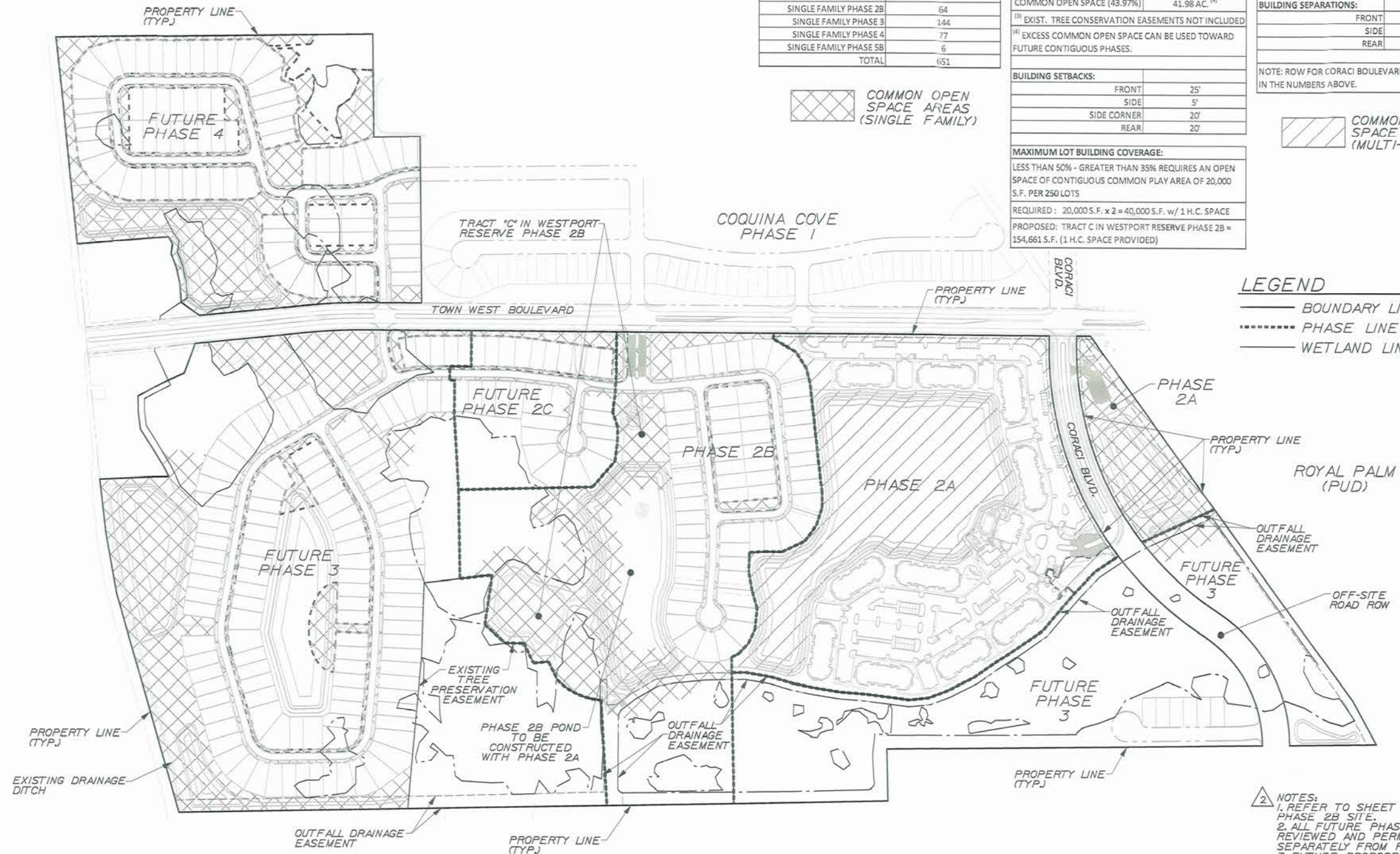


COMMON OPEN SPACE AREAS (SINGLE FAMILY)

 COMMON OPEN SPACE AREAS (MULTI-FAMILY)

LEGEND

——— BOUNDARY LINE
 PHASE LINE
 ——— WETLAND LINE



2. NOTES:
1. REFER TO SHEET No. C07 FOR PHASE 2B SITE.
2. ALL FUTURE PHASES WILL BE REVIEWED AND PERMITTED SEPARATELY FROM PHASE 2B.
3. FUTURE PROPOSED WETLAND IMPACTS ARE SUBJECT TO PERMITTING APPROVAL.

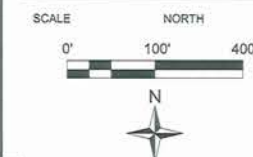
**WESTPORT RESERVE
(PHASE 2B)**

PORT ORANGE, FL

SEAL

7/19/2016

KEY PLAN



No.	DATE	BY	DESCRIPTION
2	4-21-16	KJK	REV PER CITY COMMENTS

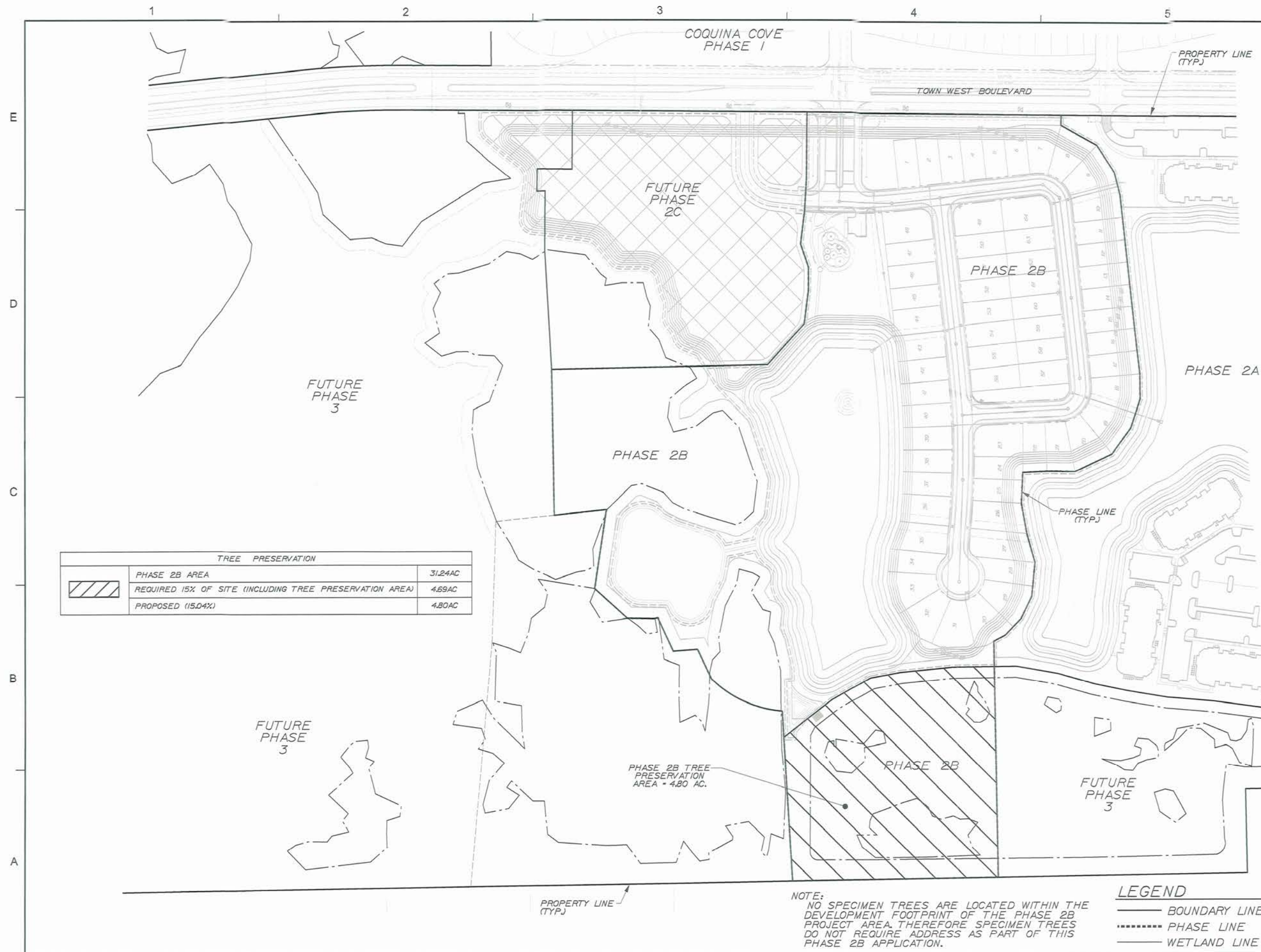
REVISIONS
DRAWN BY TFS
APPROVED BY DMV
CHECKED BY NPS
DATE JANUARY 2016
DATUM NAVD 88

TITLE
**PHASE 2B
TREE
PRESERVATION
PLAN**

PROJECT NO. 50079046 (CC 1)

C04A

SHEET NO.



WESTPORT RESERVE
(PHASE 2B)

PORT ORANGE, FL

SEAL

8/3/2016

KEY PLAN

5	8-3-16	KJK	REV PER CITY COMMENTS
2	4-21-16	KJK	REV PER CITY COMMENTS
No.	DATE	BY	Description

REVISIONS

DRAWN BY TFS
APPROVED BY DMV
CHECKED BY NPS
DATE JANUARY 2016
DUTY NAVD 88

TITLE

OVERALL
TREE
PRESERVATION
PLAN

PROJECT NO. 50079046 (CC 1)

C04B[△]₂

SHEET NO.

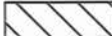
——— BOUNDARY LINE
 PHASE LINE
 ——— WETLAND LINE

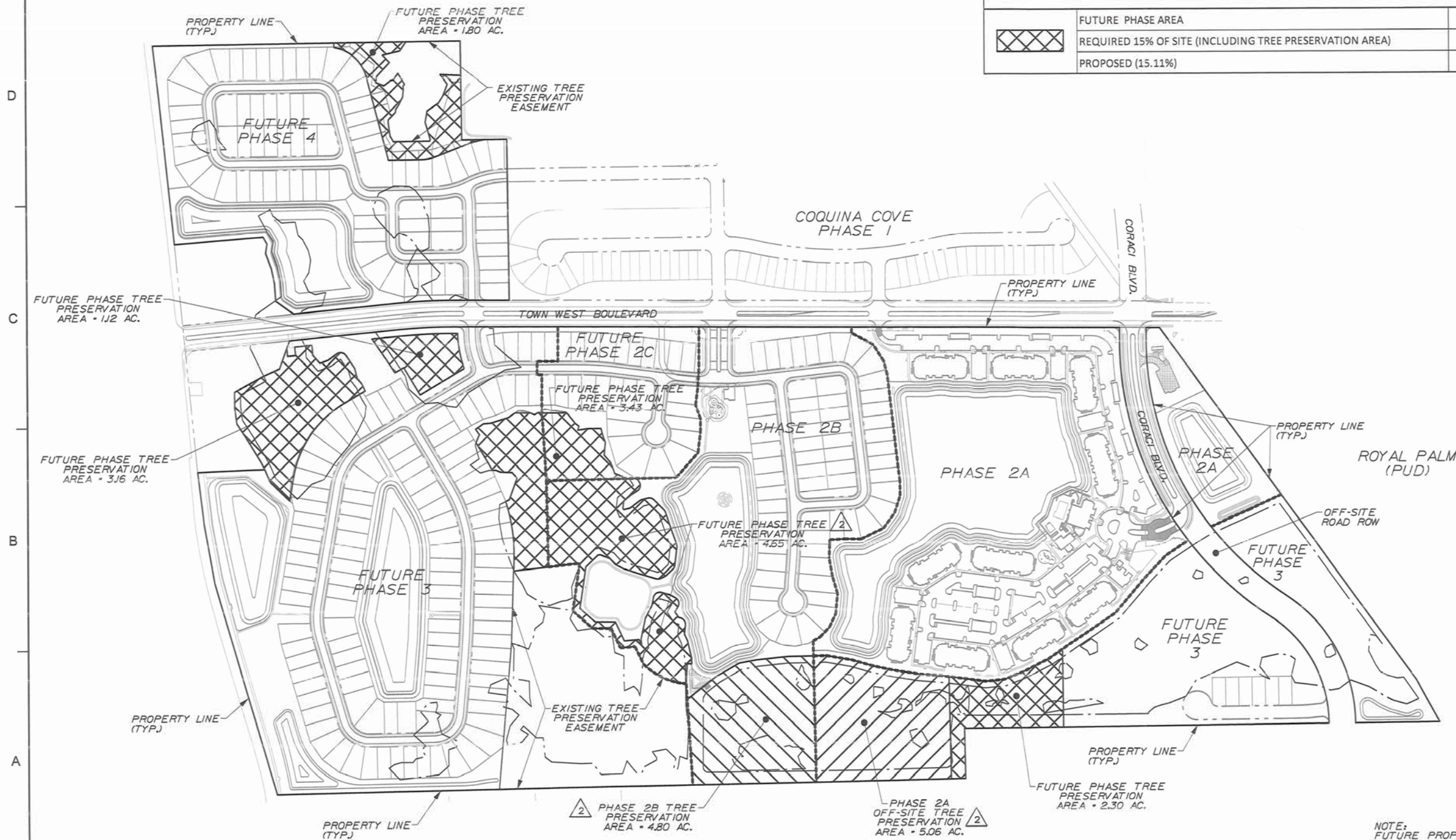
NOTES:
1) EXCESS AREAS SUITABLE FOR TREE PRESERVATION WITHIN 2B CAN BE USED TO MEET TREE PRESERVATION REQUIREMENTS FOR FUTURE PHASES OF DEVELOPMENT.

2.) FUTURE TREE CONSERVATION AREAS WILL BE ESTABLISHED WITH EACH PHASE.

2.3) NO SPECIMEN TREES ARE LOCATED WITHIN THE DEVELOPMENT FOOTPRINT OF THE PHASE 2A AND 2B PROJECT AREA. THEREFORE SPECIMEN TREES DO NOT REQUIRE ADDRESS AS PART OF THIS PHASE 2A AND 2B APPLICATION.

5) SEPARATE SUBDIVISION PLAT AND PLAN APPLICATIONS ARE REQUIRED TO BE SUBMITTED FOR PHASES 2C, 3 & 4.

TREE PRESERVATION		
	OVERALL SITE AREA	174.48 AC.
	REQUIRED 15% OF SITE (INCLUDING TREE PRESERVATION AREA)	26.17 AC.
	PROPOSED (15.14%)	26.42 AC.
	PHASE 2A AREA	33.63 AC.
	REQUIRED 15% OF SITE (INCLUDING TREE PRESERVATION AREA)	5.04 AC.
	PROPOSED (15.05%)	5.06 AC.
	PHASE 2B AREA	31.24 AC.
	REQUIRED 15% OF SITE (INCLUDING TREE PRESERVATION AREA)	4.69 AC.
	PROPOSED (15.36%)	4.80 AC.
	FUTURE PHASE AREA	109.61 AC.
	REQUIRED 15% OF SITE (INCLUDING TREE PRESERVATION AREA)	16.44 AC.
	PROPOSED (15.11%)	16.56 AC.



NOTE:
FUTURE PROPOSED WETLAND
IMPACTS ARE SUBJECT TO
PERMITTING & APPROVAL.



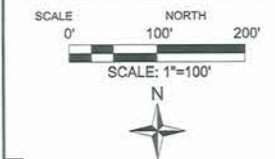
Dewberry Engineers Inc.
800 NORTH MAGNOLIA AVE
ORLANDO, FL 32803
SUITE 1000
PHONE: 407.843.5120
ENGINEERING BUSINESS-4794

WESTPORT RESERVE
(PHASE 2B)

PORT ORANGE, FL

SEAL

7/19/2016



No.	DATE	BY	DESCRIPTION
2	4-21-16	KJK	REV PER CITY COMMENTS

DRAWN BY	TFS
APPROVED BY	DMV
CHECKED BY	NPS
DATE	JANUARY 2016
DATUM	NAVD 88

TITLE

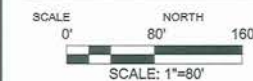
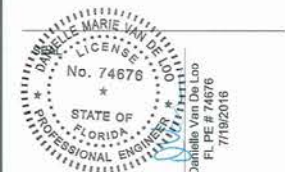
EXISTING
CONDITIONS
PLAN

PROJECT NO. 50079046 (CC 1)

C05

SHEET NO.

**WESTPORT RESERVE
(PHASE 2B)**



No.	DATE	BY	DESCRIPTION
2	4-21-16	KJK	REV PER CITY COMMENTS

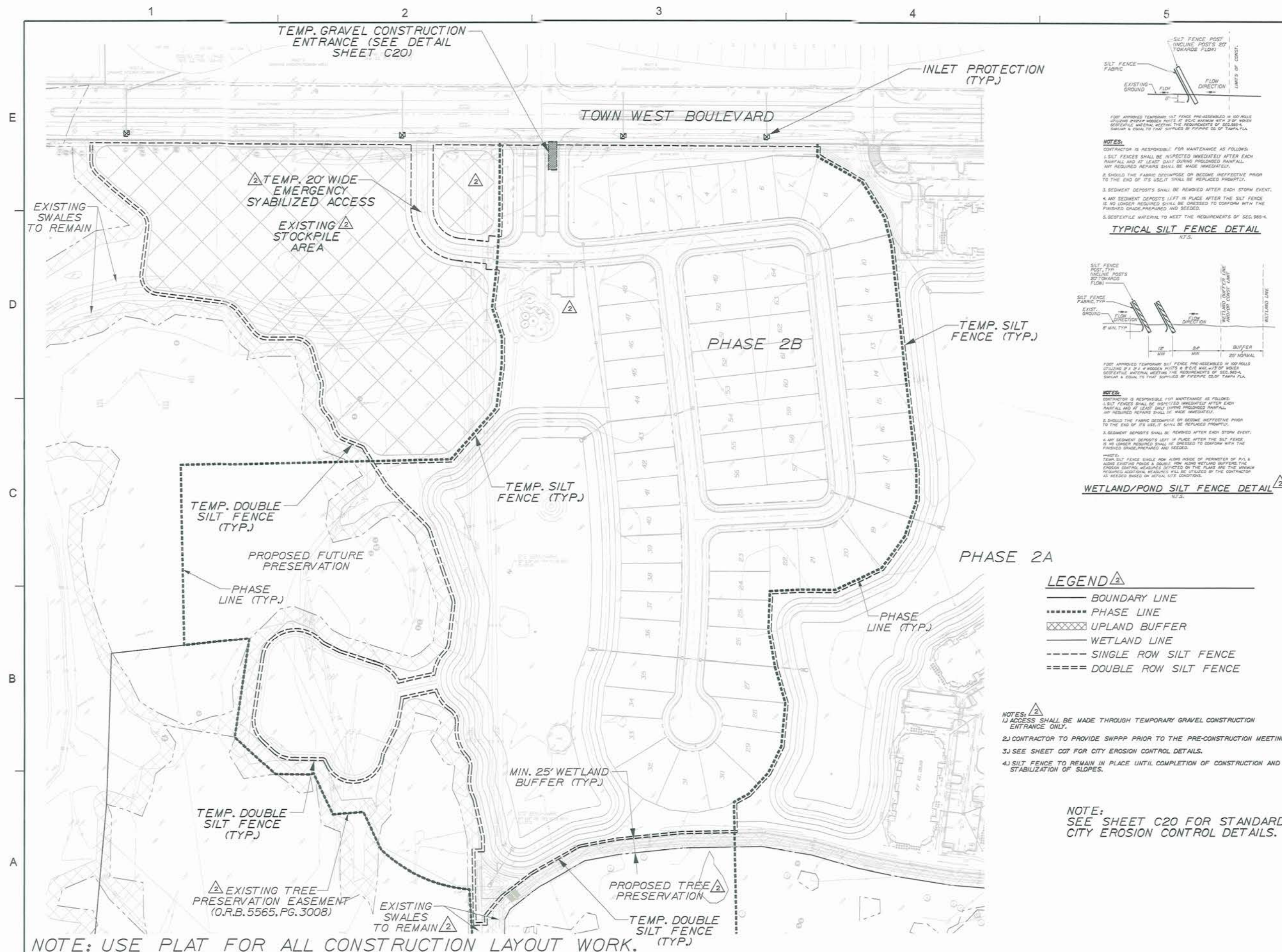
REVISIONS
DRAWN BY JFS
APPROVED BY DMV
CHECKED BY NPS
DATE JANUARY 2016
DATUM NAVD 88

EROSION CONTROL PLAN

PROJECT NO. 50079046 (CC 1)

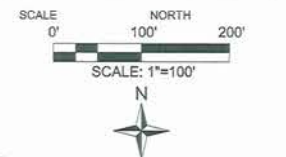
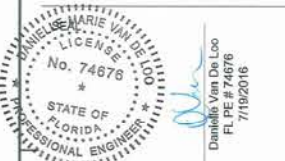
C06

SHEET NO.



**WESTPORT RESERVE
(PHASE 2B)**

PORT ORANGE, FL



No.	DATE	BY	Description
4	7-19-16	TFS	REV PER CITY COMMENTS
3	7-1-16	TFS	REV PER CITY COMMENTS
2	4-21-16	KJK	REV PER CITY COMMENTS

REVISIONS
DRAWN BY TFS
APPROVED BY DMV
CHECKED BY NPS
DATE JANUARY 2016
DATUM NAVD 88

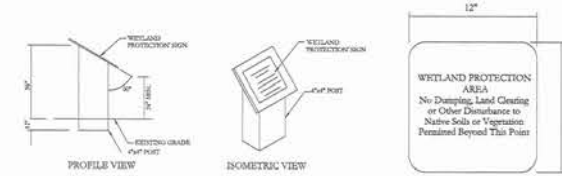
**OVERALL
SITE PLAN**

PROJECT NO. 50079046 (CC 1)

C07

SHEET NO.

TRACT C
PLAY AREA PARK TO INCLUDE AT MINIMUM:
1) PERIMETER SIDEWALK
2) 4 PARK BENCHES, 6' LONG
3) 1 HANDICAP PARKING SPACE
4) PLAYFIELD SURROUNDED BY A 4' TALL DECORATIVE FENCE



TYPICAL WETLAND PROTECTION SIGN

NOTE:
TO BE POSTED ON 50 FOOT CENTERS IN COMMON AREAS ON THE LANDWARD EDGE OF THE BUFFER (NOT IN THE BUFFER), AND ON EVERY OTHER INDIVIDUAL LOT LINE FOR RESIDENTIAL PROPERTIES ADJACENT.

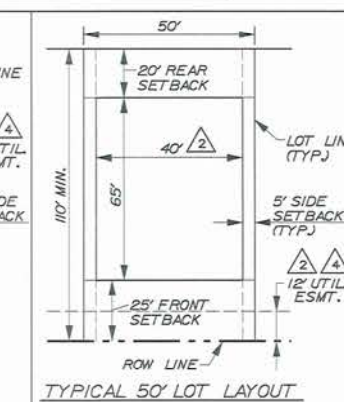
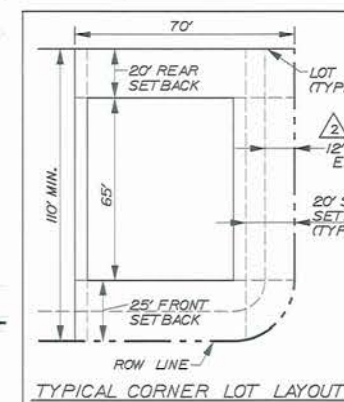
SITE DATA		
PROJECT AREAS	AREA (AC.)	%
GREEN AREA (TOTAL)	19.07	61.04%
COMMON AREA	0.86	2.79%
AMENITY AREA	3.49	11.17%
DRAINAGE AREA	5.20	16.65%
WETLAND CONSERVATION (included in open space)	2.01	6.43%
WETLAND CONSERVATION (not included in open space)	5.99	19.17%
UPLAND BUFFERS	1.52	4.87%
RIGHT-OF-WAYS (TOTAL)	3.02	9.67%
ROADWAY	1.78	5.70%
R.O.W. GREEN AREA/OPEN SPACE	1.24	3.97%
LOTS (TOTAL)	8.15	26.29%
LOTS OUTSIDE BUFFER	9.15	29.29%
TOTAL GROSS PROJECT AREA	31.24	100.00%
TOTAL NET PROJECT AREA	25.25	

OPEN SPACE REQUIRED		
	AREA (AC.)	%
OPEN SPACE	10.10 ⁽¹⁾	40.00%
COMMON OPEN SPACE	10.10 ⁽¹⁾	40.00%
⁽¹⁾ CALCULATED USING NET PROJECT AREA		
OPEN SPACE PROVIDED		
	AREA (AC.)	%
COMMON AREA	0.86	3.41%
AMENITY AREA	3.49	13.82%
DRAINAGE AREA	5.20	20.59%
WETLAND CONSERVATION (included in open space)	2.01	7.96%
UPLAND BUFFERS	1.52	6.02%
R.O.W. GREEN AREA/OPEN SPACE	1.24	4.91%
30% LOT OPEN SPACE	2.75	10.87%
TOTAL	17.07	67.58%

COMMON OPEN SPACE PROVIDED		
	AREA (AC.)	%
COMMON AREA	0.86	3.41%
AMENITY AREA	3.49	13.82%
DRAINAGE AREA	2.78 ⁽¹⁾	11.01%
WETLAND CONSERVATION (included in open space)	2.01 ⁽¹⁾	7.96%
UPLAND BUFFERS	1.52	6.02%
R.O.W. GREEN AREA/OPEN SPACE	1.24	4.91%
TOTAL	11.90 ⁽¹⁾	47.13%

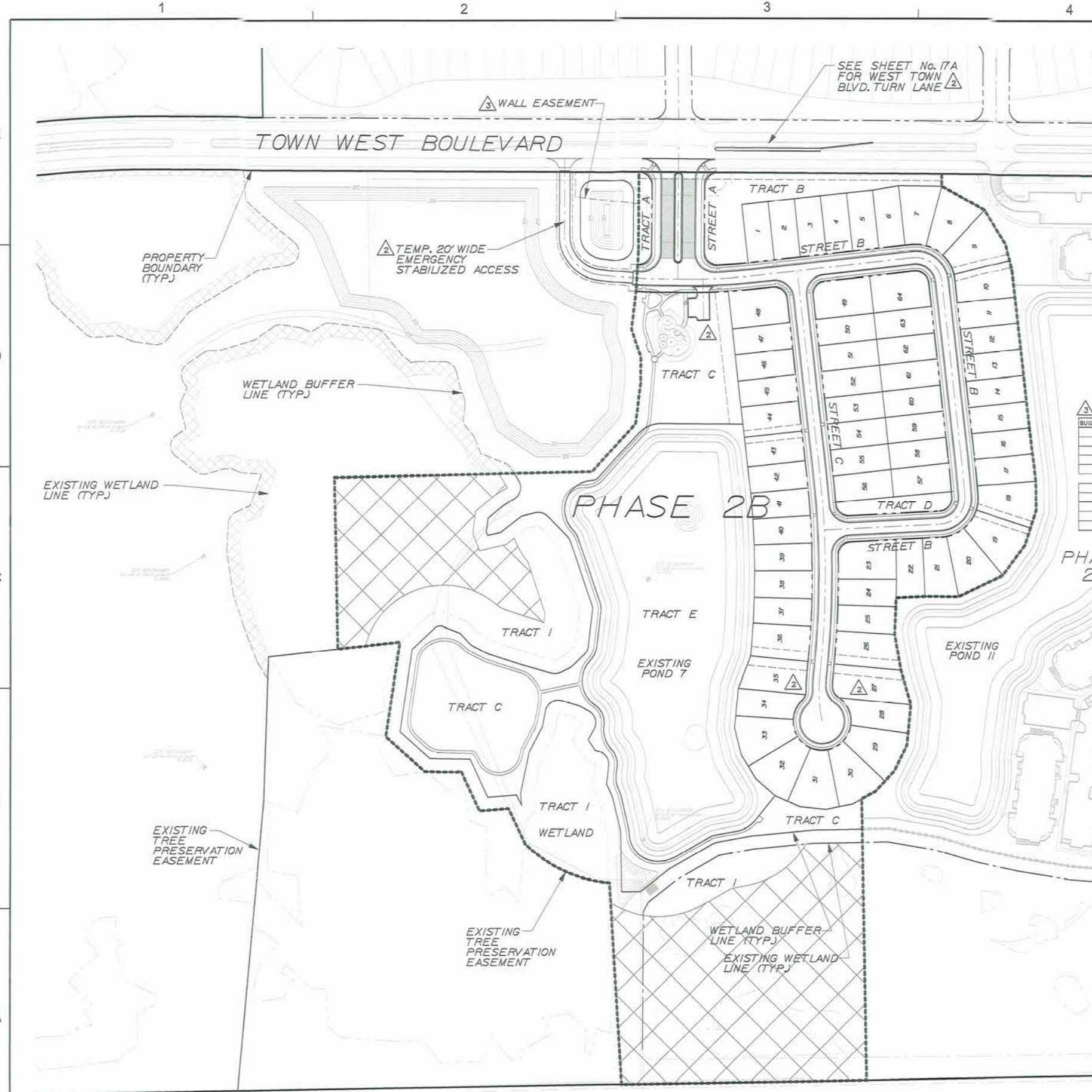
⁽¹⁾ PORTION OF DRAINAGE AREA/WETLAND CONSERVATION CONSIDERED AS COMMON OPEN SPACE WHICH IS DELINEATED AS THE AREA WITHIN 100' OF PUBLIC PEDESTRIAN ACCESS.
⁽²⁾ EXCESS COMMON OPEN SPACE CAN BE USED TOWARD FUTURE CONTIGUOUS PHASES.

TRACT	AREA	DESCRIPTION	OWNERSHIP	MAINTENANCE
A	0.09	COMMON OPEN SPACE	HOA	HOA
B	0.62	COMMON OPEN SPACE	HOA	HOA
C	3.49	COMMON OPEN SPACE	HOA	HOA
D	0.15	COMMON OPEN SPACE	HOA	HOA
E	5.20	COMMON OPEN SPACE/POND	HOA	HOA
I	9.51	OPEN SPACE	HOA	HOA



TYPICAL CORNER LOT LAYOUT

TYPICAL 50' LOT LAYOUT



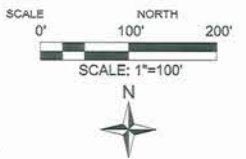
NOTE: USE PLAT FOR ALL CONSTRUCTION LAYOUT WORK.



Dewberry Engineers Inc.
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SUITE 1000
PHONE: 407.243.5120
ENGINEERING BUSINESS - 8794

WESTPORT RESERVE
(PHASE 2B)

PORT ORANGE, FL



3	7-1-16	TFS	REV PER CITY COMMENTS
2	4-21-16	KJK	REV PER CITY COMMENTS
No.	DATE	BY	Description

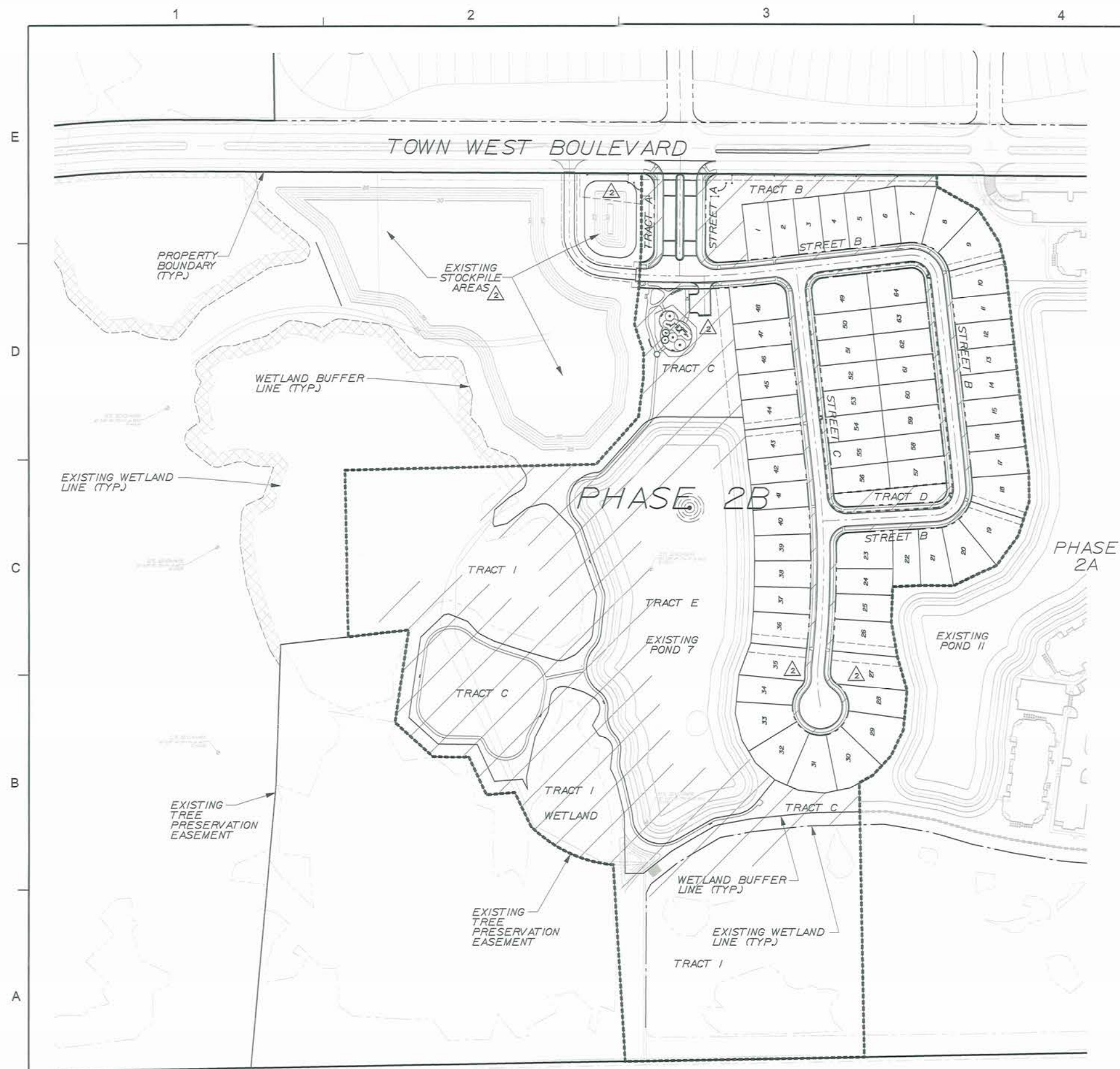
REVISIONS			
DRAWN BY	TFS		
APPROVED BY	DMV		
CHECKED BY	NPS		
DATE	JANUARY 2016		
DATUM	NAVD 88		

TITLE
COMMON OPEN SPACE

PROJECT NO. 50079046 (CC 1)

C07A

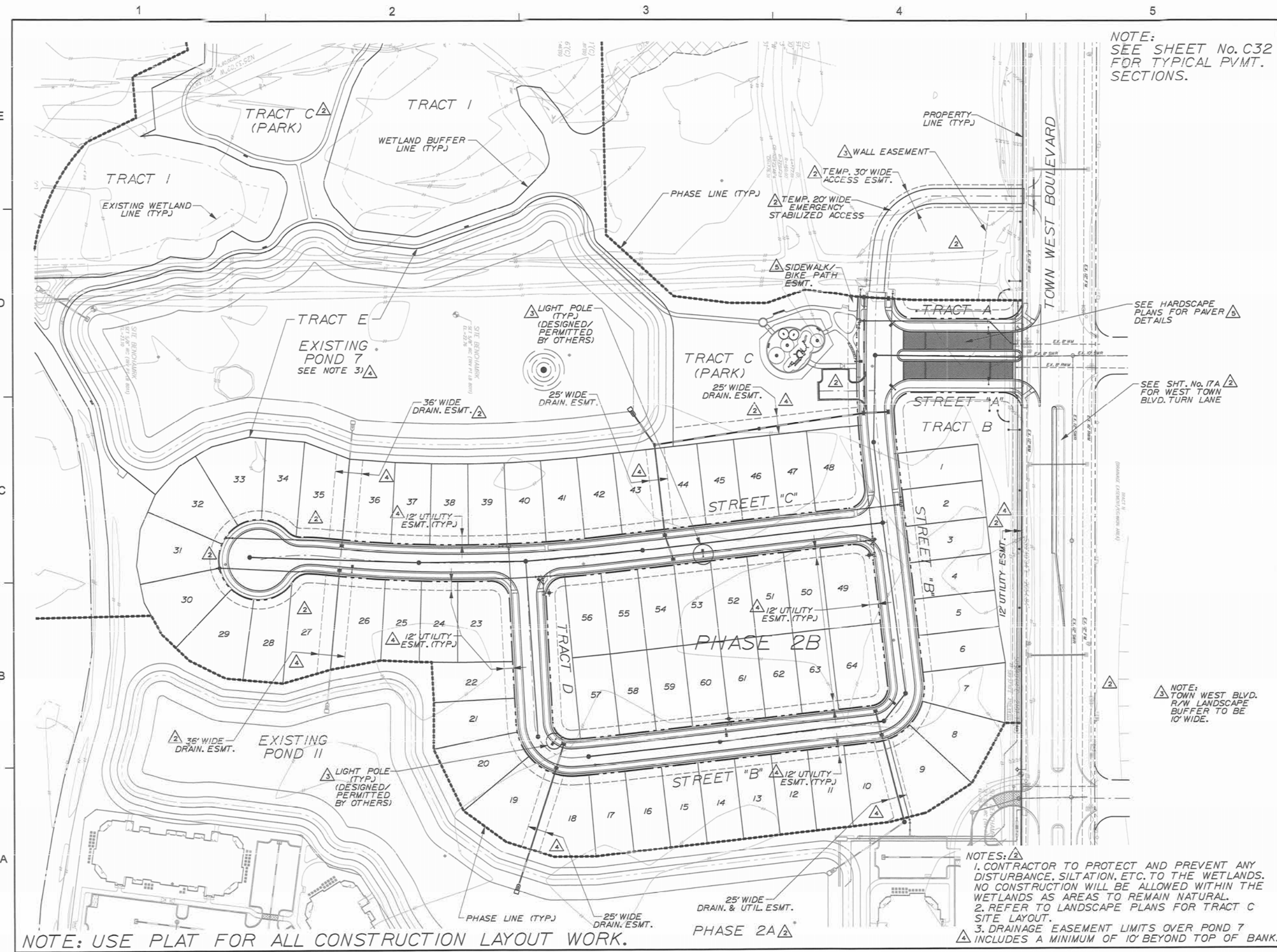
SHEET NO.



MAXIMUM LOT BUILDING COVERAGE:
LESS THAN 50% - GREATER THAN 35% REQUIRES AN OPEN SPACE OF CONTIGUOUS COMMON PLAY AREA OF 20,000 S.F. PER 250 LOTS
REQUIRED : 20,000 S.F. x 2 = 40,000 S.F. w/ 1 H.C. SPACE
PROPOSED: TRACT C IN WESTPORT RESERVE PHASE 2B = 154,661 S.F. (1 H.C. SPACE PROVIDED)

SEC. 29 (d)(10) PLAY AREA REQUIREMENTS:
TRACT C IS PROVIDING 154,661 SQ. FT.
THUS MEETING THE REQUIREMENT FOR
THE ENTIRE DEVELOPMENT INCLUDING
PHASES 2B, 3 & 4.





NOTE:
SEE SHEET No. C32
FOR TYPICAL PVMT.
SECTIONS.

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PHONE: 407.843.5120
ENGINEERING BUSINESS -3794

WESTPORT RESERVE
(PHASE 2B)

PORT ORANGE, FL

SEAL

Daniela Van De Loo
FL PE # 74676
8/3/2016

SCALE 0' 60' 120'
NORTH
SCALE: 1"=60'



No.	DATE	BY	Description
5	8-3-16	KJK	REV PER CITY COMMENTS
4	7-19-16	TFS	REV PER CITY COMMENTS
3	7-1-16	TFS	REV PER CITY COMMENTS
2	4-21-16	KJK	REV PER CITY COMMENTS

REVISIONS			
DRAWN BY	TFS		
APPROVED BY	DMV		
CHECKED BY	NPS		
DATE	JANUARY 2016		
DATUM	NAVD 88		

TITLE

SITE
PLAN

PROJECT NO. 50079046 (CC 1)

C08

SHEET NO.

NOTE: USE PLAT FOR ALL CONSTRUCTION LAYOUT WORK.

NOTES:
1. CONTRACTOR TO PROTECT AND PREVENT ANY DISTURBANCE, SILTATION, ETC. TO THE WETLANDS. NO CONSTRUCTION WILL BE ALLOWED WITHIN THE WETLANDS AS AREAS TO REMAIN NATURAL.
2. REFER TO LANDSCAPE PLANS FOR TRACT C SITE LAYOUT.
3. DRAINAGE EASEMENT LIMITS OVER POND 7 INCLUDES A MINIMUM OF 10' BEYOND TOP OF BANK.

**WESTPORT RESERVE
(PHASE 2B)**

PORT ORANGE, FL

SEAL

Daniella Van Du Luo
FL PE # 74876
8/4/2016



No.	DATE	BY	Description
5	8-3-16	KJK	REV PER CITY COMMENTS
4	7-19-16	TFS	REV PER CITY COMMENTS
3	7-1-16	TFS	REV PER CITY COMMENTS
2	4-21-16	KJK	REV PER CITY COMMENTS
1	3-16-16	TFS	REV PER COMMENTS

REVISIONS
DRAWN BY TFS
APPROVED BY DMV
CHECKED BY NPS
DATE JANUARY 2016
DATUM NAVD 88

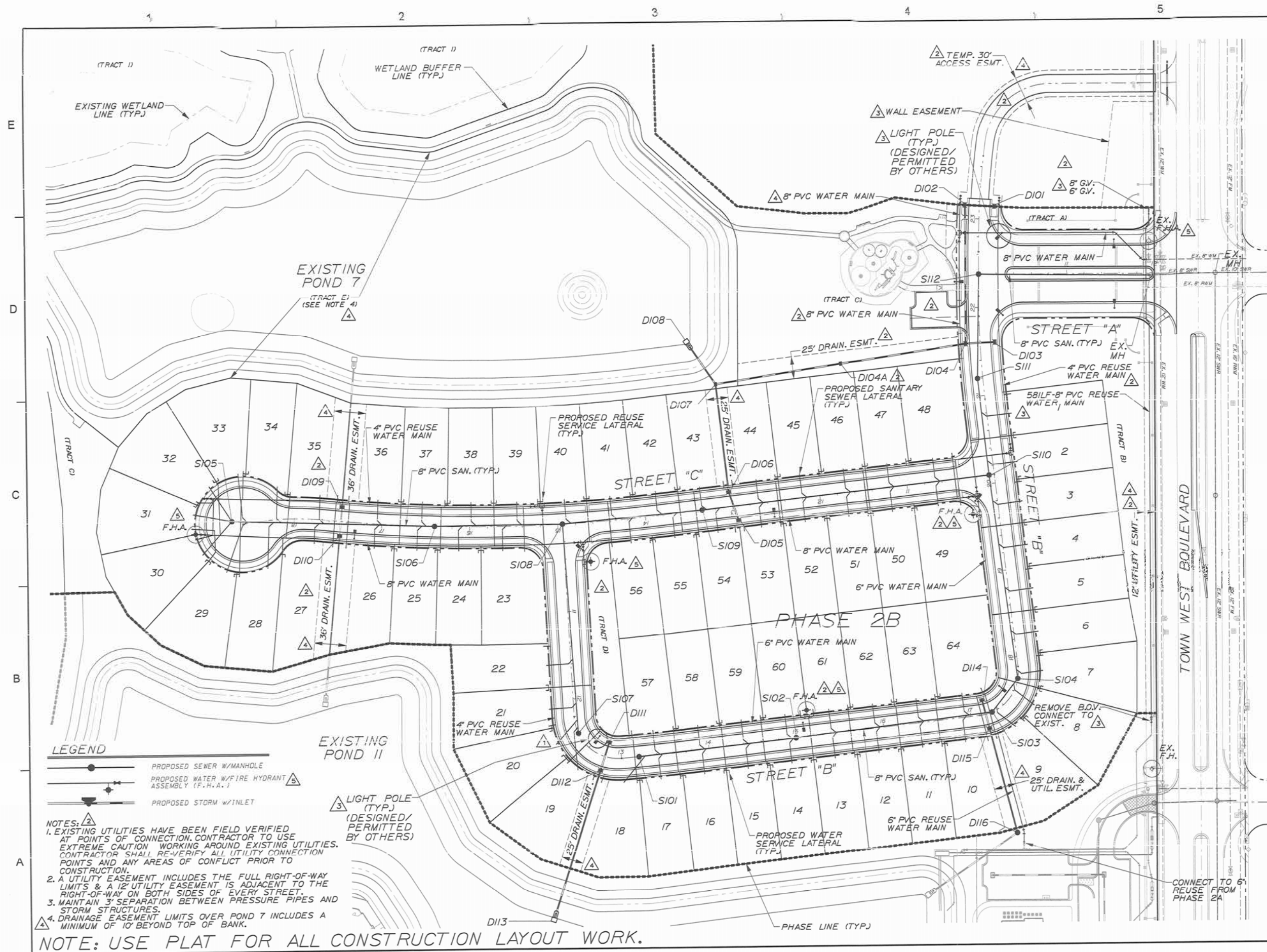
TITLE

UTILITY PLAN

PROJECT NO. 50079046 (CC 1)

C09

SHEET NO.



WESTPORT RESERVE
(PHASE 2B)

FORT ORANGE, FL



4	7-19-16	TFS	REV PER CITY COMMENTS
3	7-1-16	TFS	REV PER CITY COMMENTS
2	4-21-16	KJK	REV PER CITY COMMENTS
No.	DATE	BY	Description

DRAWN BY

DRAWN BY TFS
APPROVED BY DMV
CHECKED BY NPS
DATE JANUARY 2016
DATUM NAVD 88

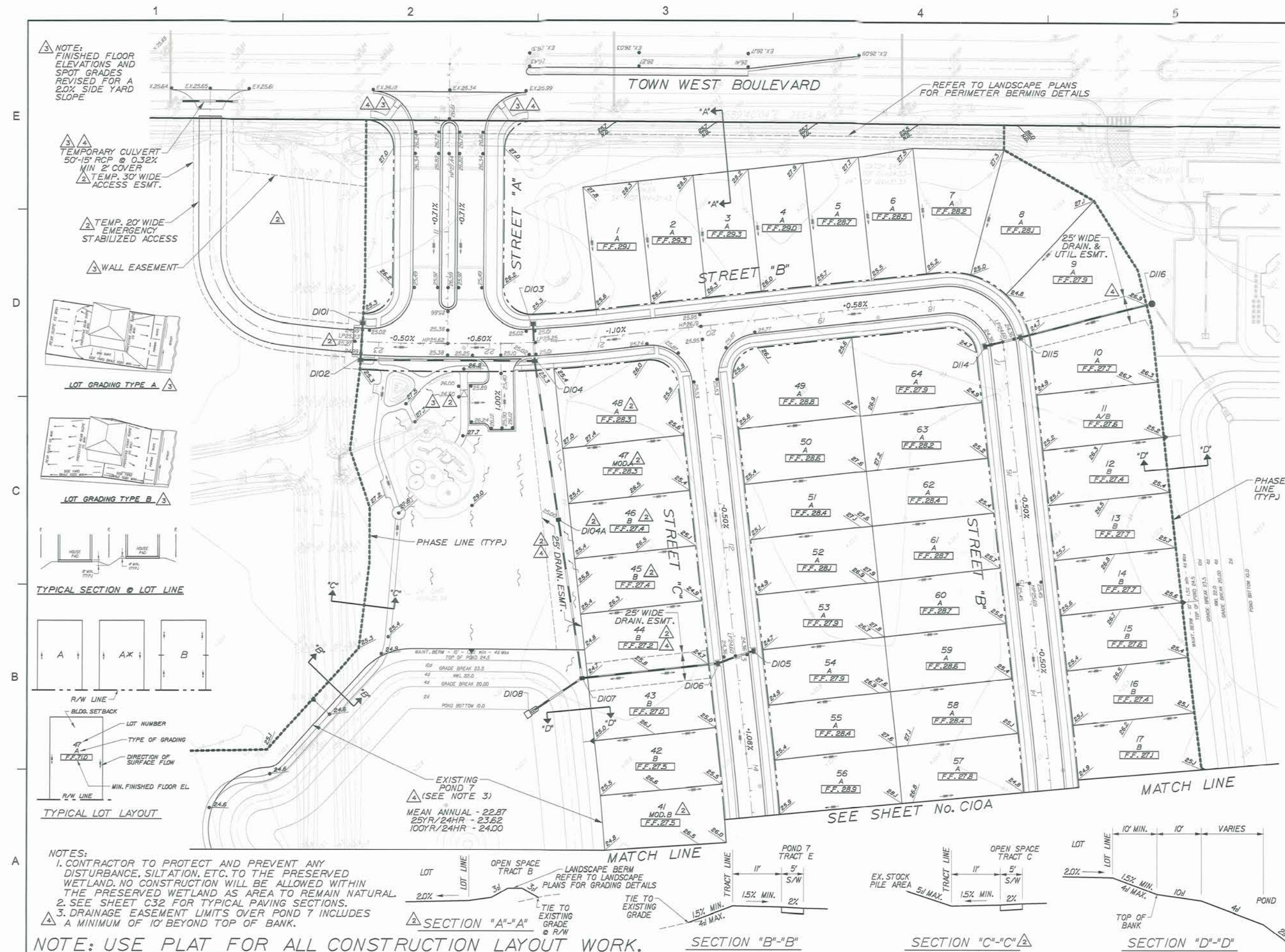
TITLE

LOT & BLOCK
GRADING
PLAN

PROJECT NO. 50079046 (CC 1)

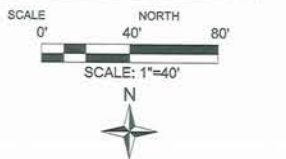
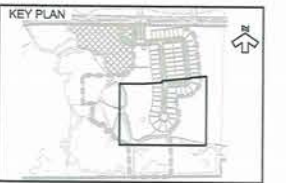
C10

SHEET NO.



**WESTPORT RESERVE
(PHASE 2B)**

PORT ORANGE, FL



No.	DATE	BY	DESCRIPTION
3	7-1-16	TFS	REV PER CITY COMMENTS
2	4-21-16	KJK	REV PER CITY COMMENTS

REVISIONS			
DRAWN BY	TFS		
APPROVED BY	DMV		
CHECKED BY	NPS		
DATE	JANUARY 2016		
DATUM	NAVD 88		

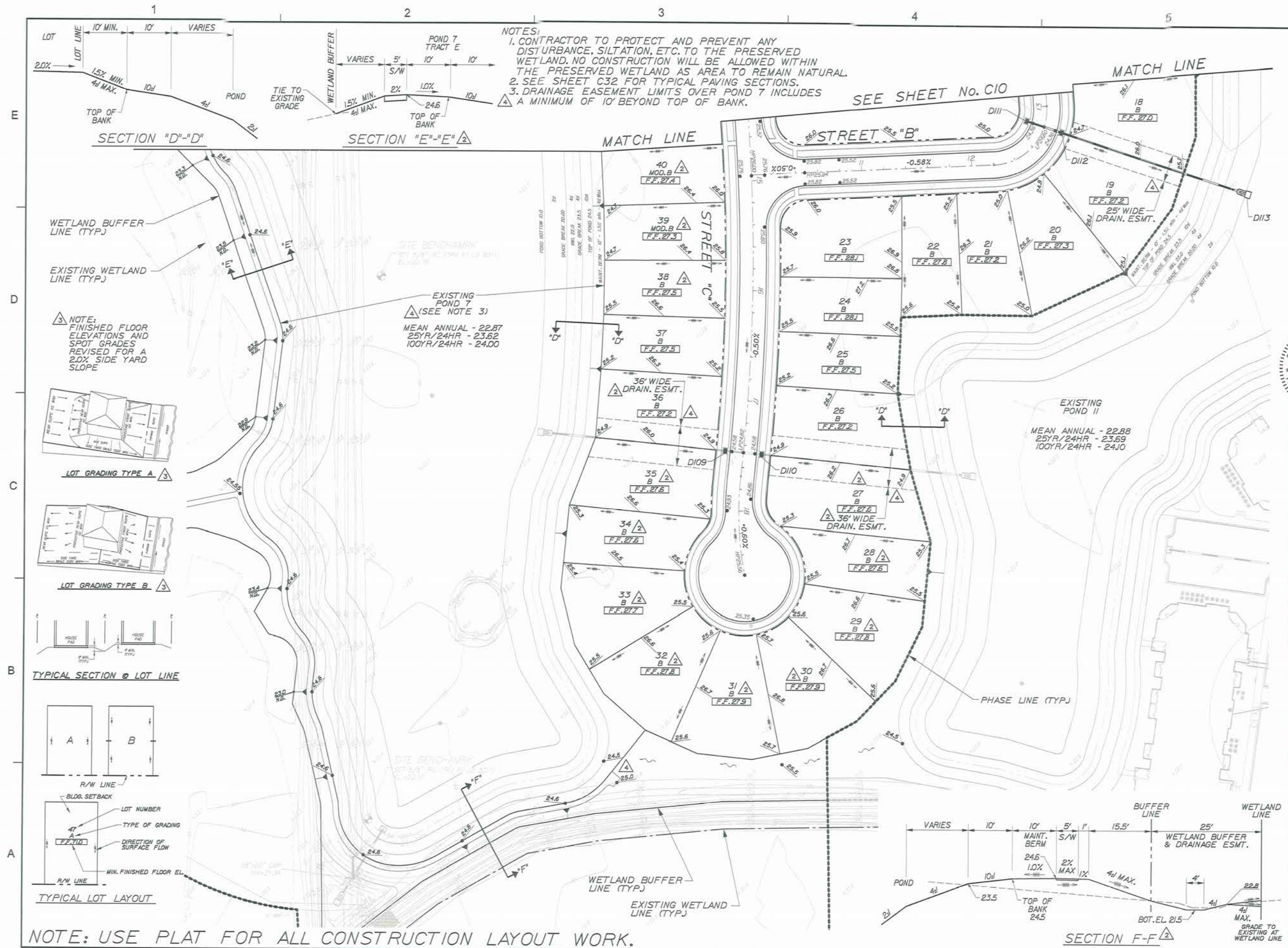
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**LOT & BLOCK
GRADING
PLAN**

PROJECT NO. 50079046 (CC 1)

C11

SHEET NO.



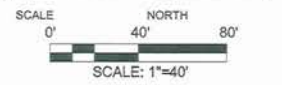
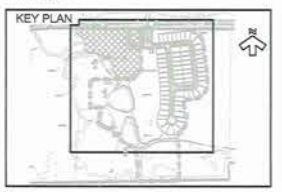
NOTE: USE PLAT FOR ALL CONSTRUCTION LAYOUT WORK.

WESTPORT RESERVE
(PHASE 2B)

PORT ORANGE, FL



Daniel Van De Loo
FL PE # 74876
7/18/2016



No.	DATE	BY	DESCRIPTION
2	4-21-16	KJK	REV PER CITY COMMENTS

DRAWN BY	TFS
APPROVED BY	DMV
CHECKED BY	NPS
DATE	JANUARY 2016
DATUM	NAVD 88

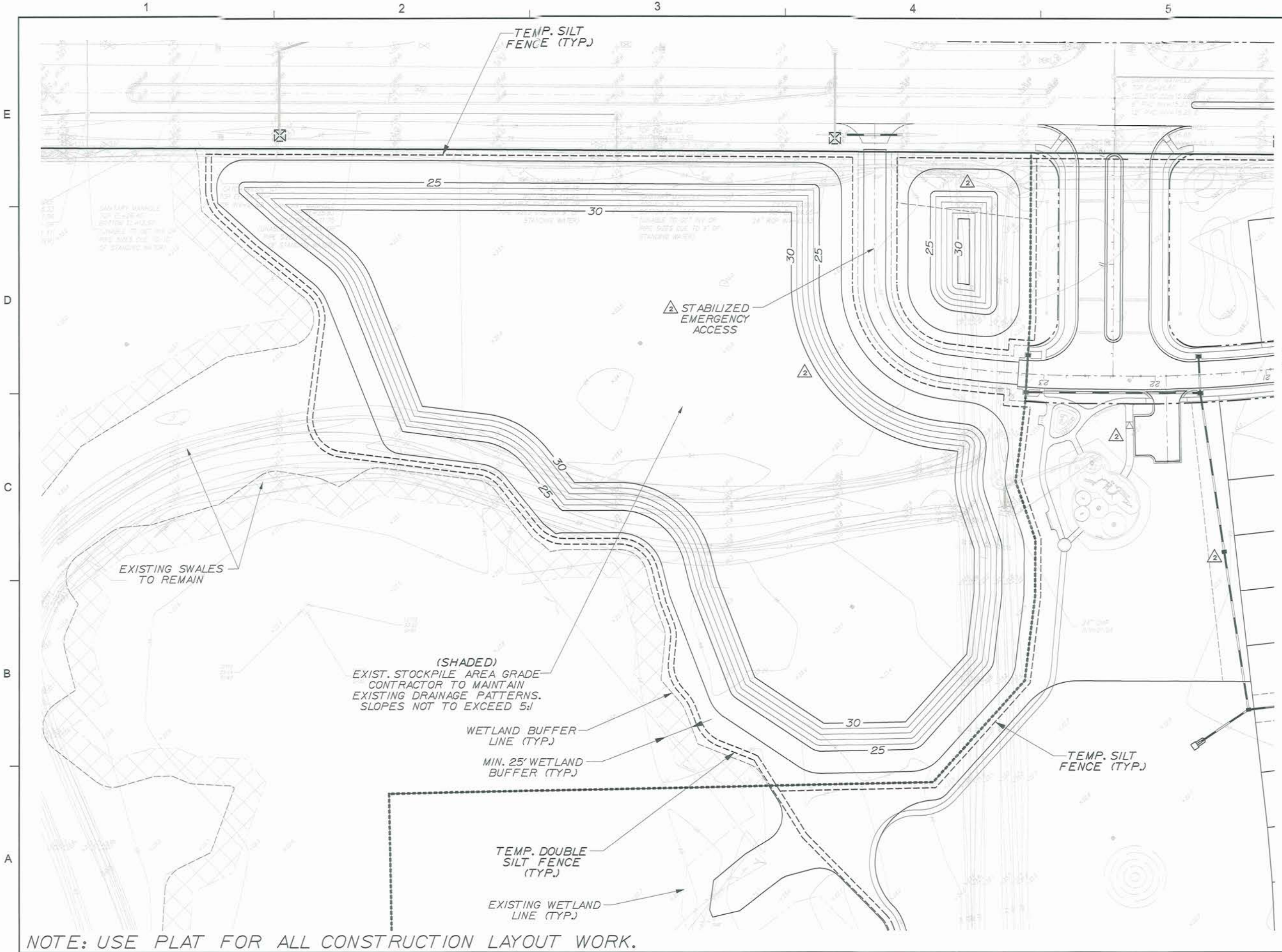
TITLE

MASS GRADING PLAN

PROJECT NO. 50079046 (CC 1)

C12

SHEET NO.



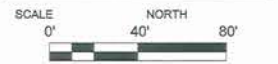
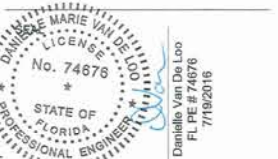
NOTE: USE PLAT FOR ALL CONSTRUCTION LAYOUT WORK.



Dewberry Engineers Inc.
800 NORTH MAGNOLIA AVE
ORLANDO, FL 32803
SUITE 1000
PHONE: 407.843.5120
ENGINEERING BUSINESS-8794

WESTPORT RESERVE
(PHASE 2B)

PORT ORANGE, FL



PROFILE SCALE:
1"=40' HORZ.
1"=4' VERT.

No.	DATE	BY	Description
4	7-19-16	TFS	REV PER CITY COMMENTS
2	4-21-16	KJK	REV PER CITY COMMENTS
1	3-16-16	TFS	REV PER CITY COMMENTS

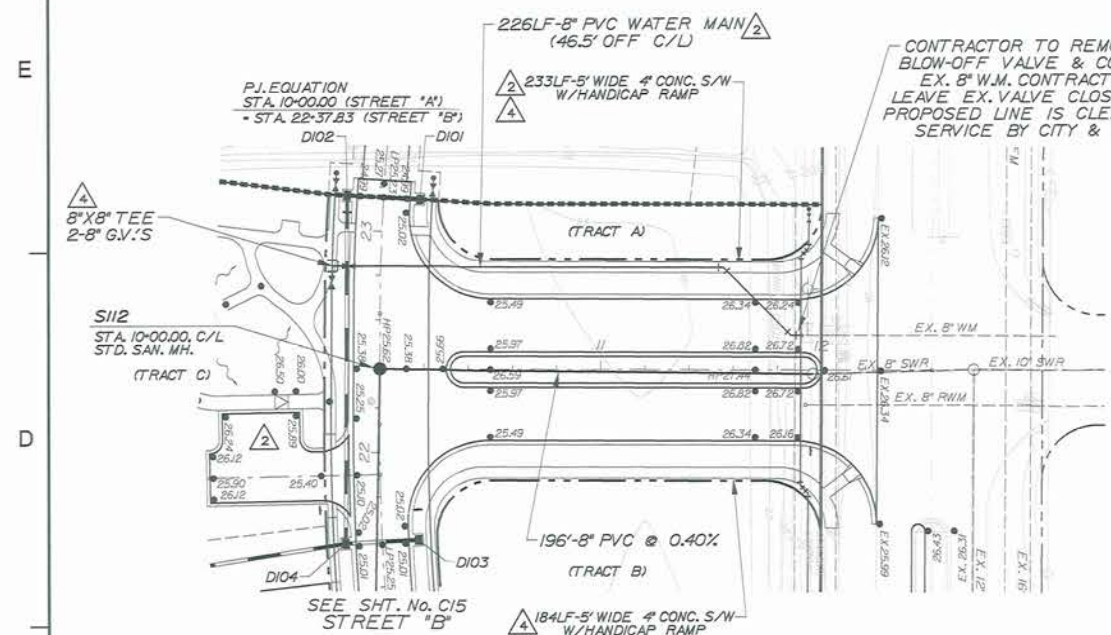
REVISIONS
DRAWN BY TFS
APPROVED BY DMV
CHECKED BY NPS
DATE JANUARY 2016
DATUM NAVD 88

PLAN & PROFILE
STREETS "A" & "B"

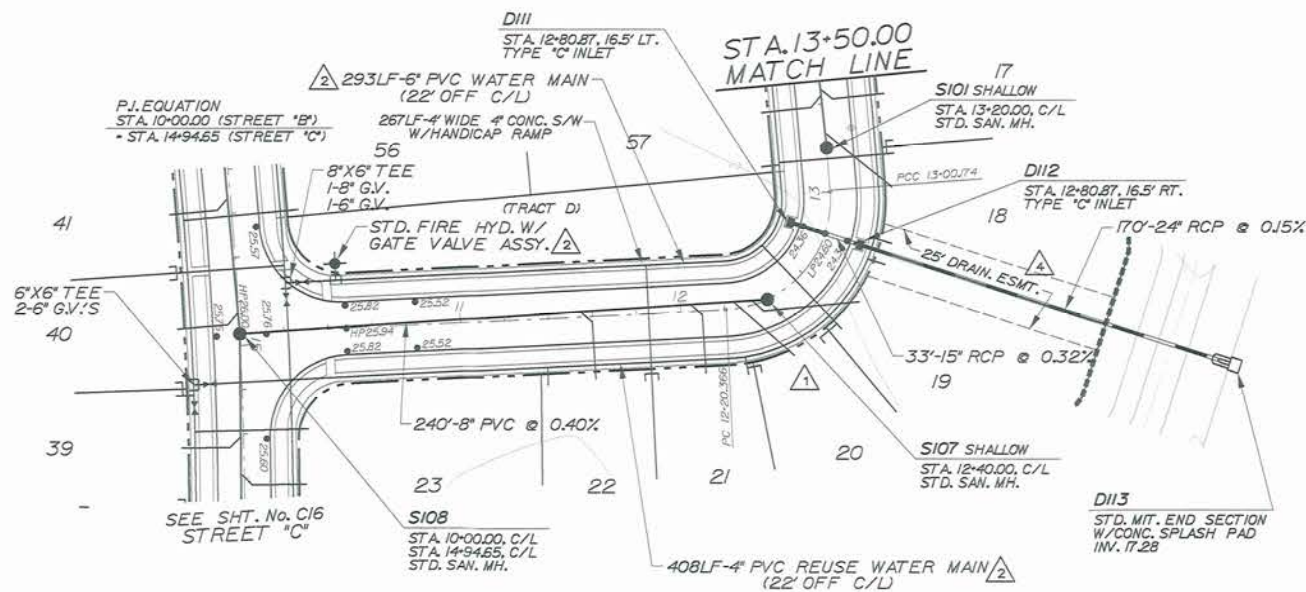
PROJECT NO. 50079046 (CC 1)

C13

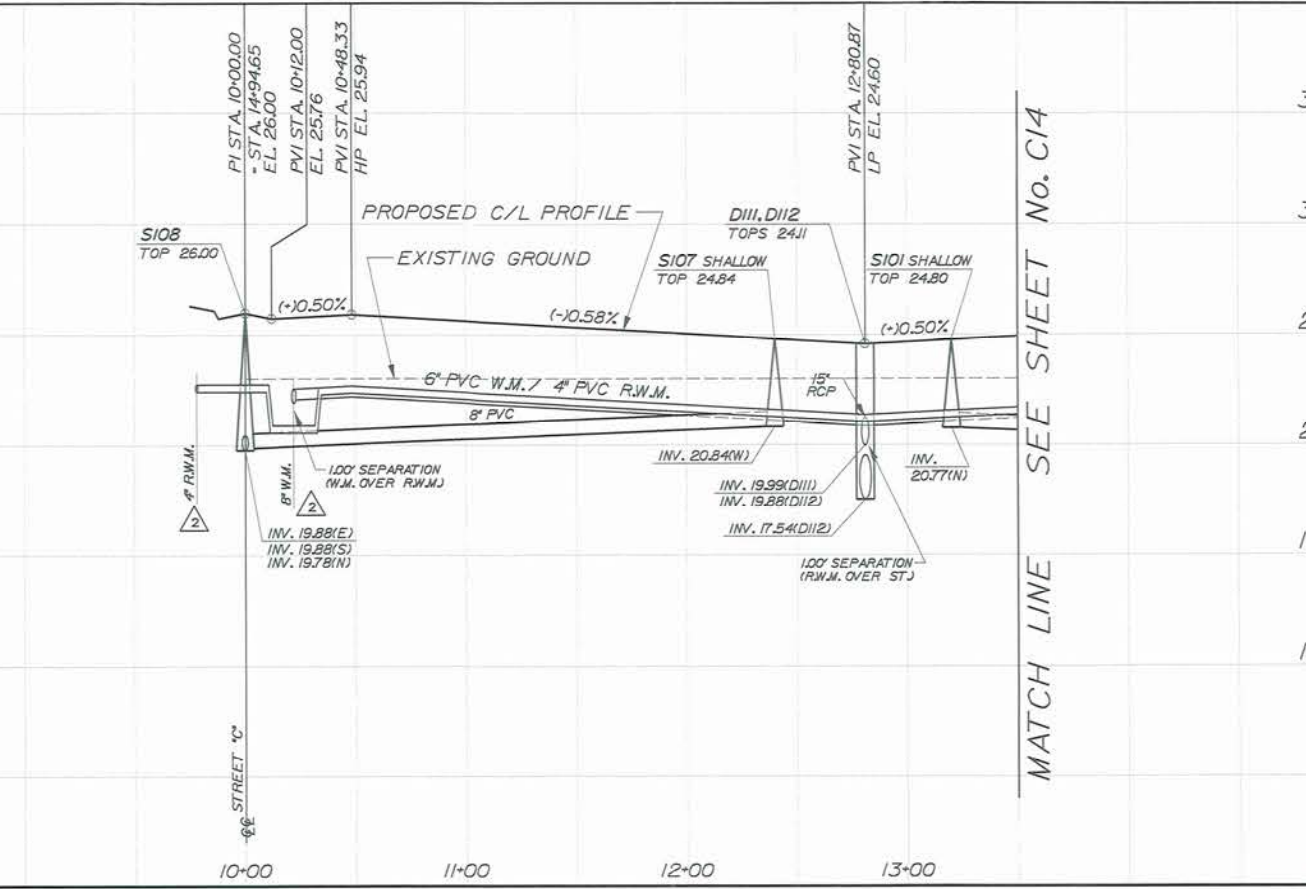
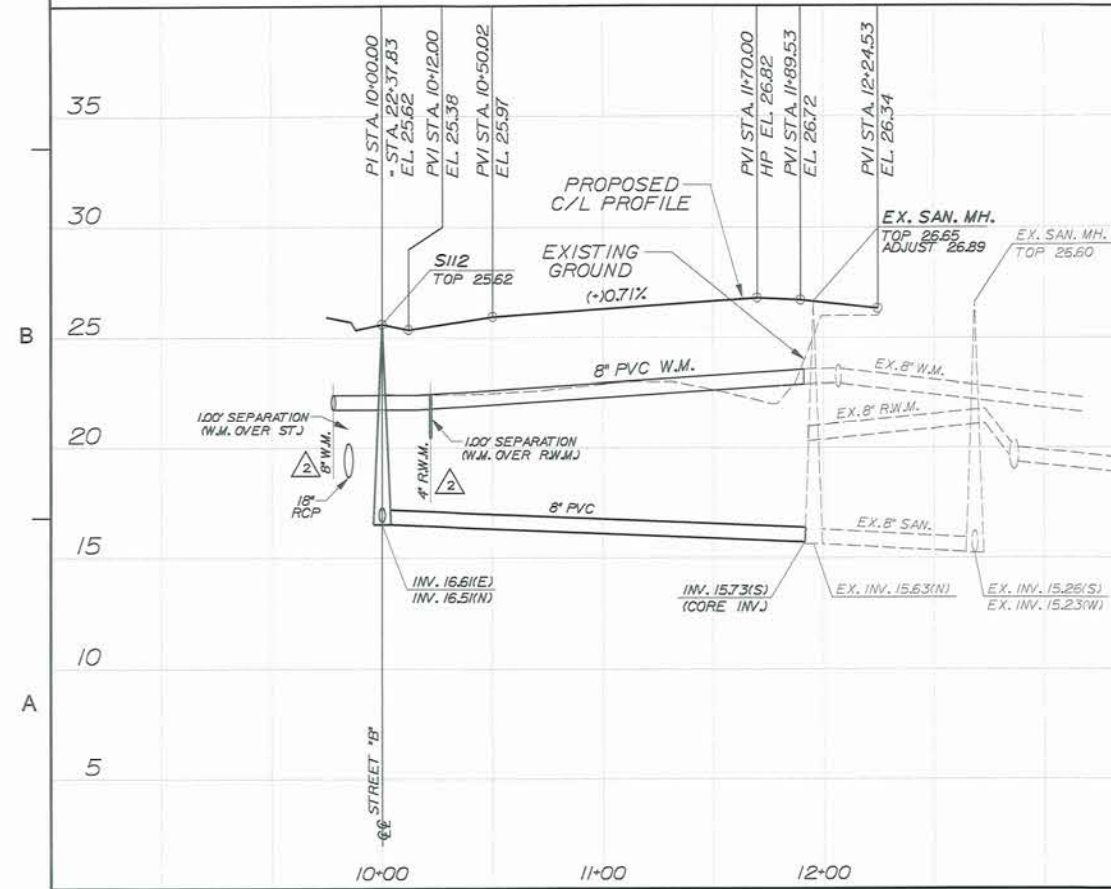
SHEET NO.



STREET "A"
NOTE: PAVEMENT 24' WIDE W/35' RADII.



STREET "B"
NOTE: PAVEMENT 24' WIDE W/35' RADII.



SEE SHEET No. C14
MATCH LINE

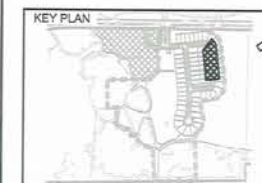
NOTE: USE PLAT FOR ALL CONSTRUCTION LAYOUT WORK.



Dewberry Engineers Inc.
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PHONE: 407.843.5120
ENGINEERING BUSINESS - 8794

WESTPORT RESERVE
(PHASE 2B)

PORT ORANGE, FL



SCALE
0' 40' 80'

PROFILE SCALE:
1"=40' HORIZ.
1"=4' VERT.

No.	DATE	BY	Description
4	7-19-16	TFS	REV PER CITY COMMENTS
2	4-21-16	KJK	REV PER CITY COMMENTS

REVISIONS

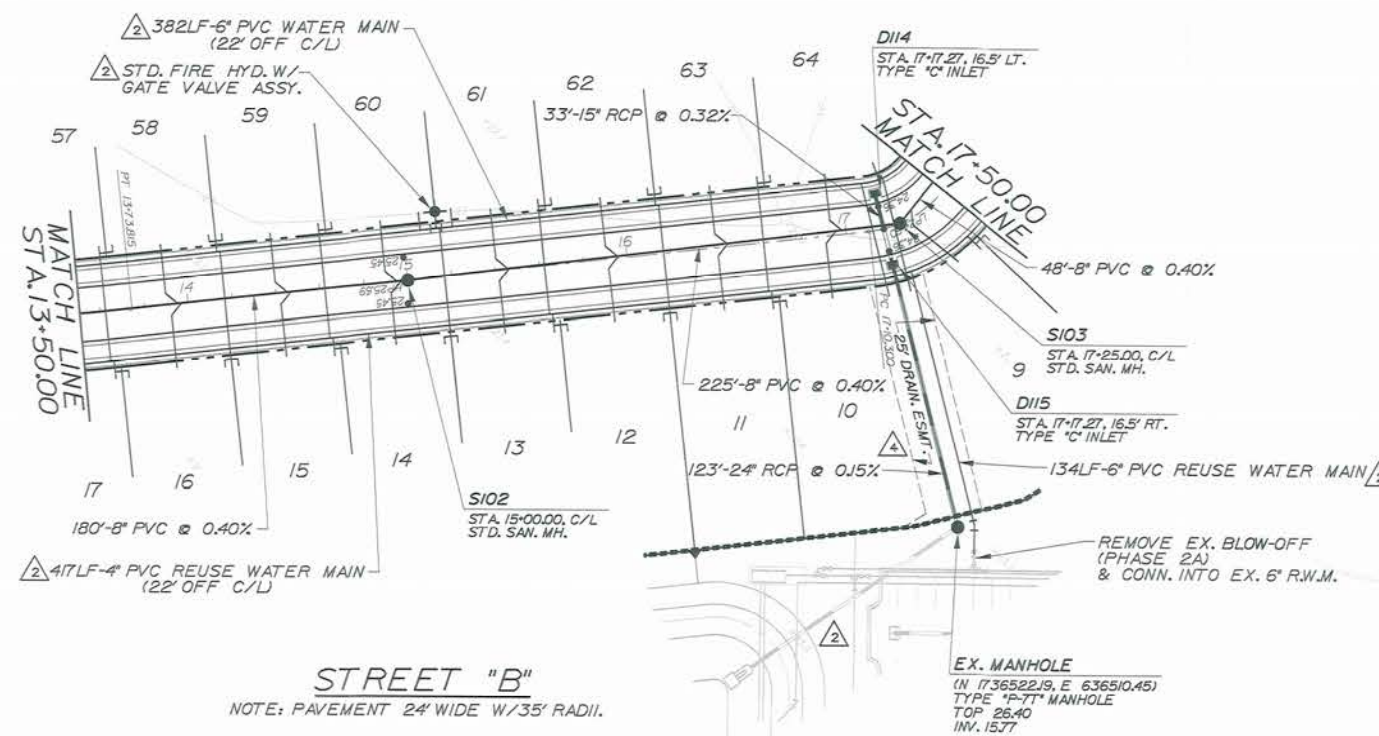
DRAWN BY	TFS
APPROVED BY	DMV
CHECKED BY	NPS
DATE	JANUARY 2016
DATUM	NAVD 88

TITLE
**PLAN &
PROFILE
STREET "B"**

PROJECT NO. 50079046 (CC 1)

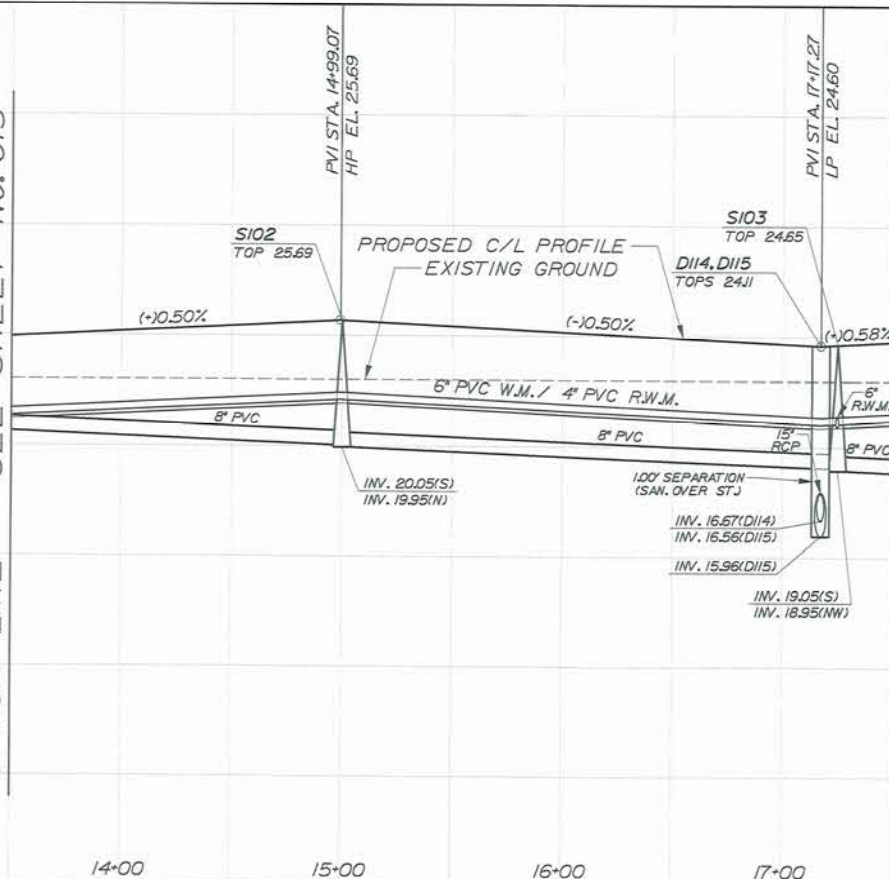
C14

SHEET NO.



MATCH LINE SEE SHEET No. C13

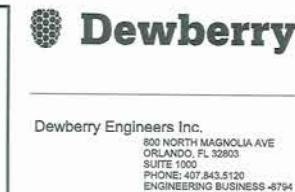
MATCH LINE SEE SHEET No. C15



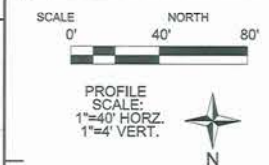
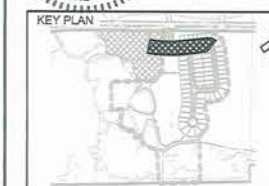
A — B — C — D — E



NOTE: PAVEMENT 24' WIDE W/35' RADII.

WESTPORT RESERVE
(PHASE 2B)

REPORT ORANGE E



4	7-19-16	TFS	REV PER CITY COMMENTS
3	7-1-16	TFS	REV PER CITY COMMENTS
2	4-21-16	KJK	REV PER CITY COMMENTS
No.	DATE	BY	Description

REVISIONS

DRAWN BY TFS

APPROVED BY DMV

CHECKED BY NPS

DATE JANUARY 2016

DATUM NAVD 88

TITLE

PLAN &
PROFILE
STREET "B"

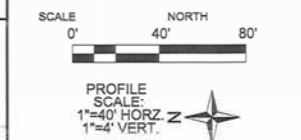
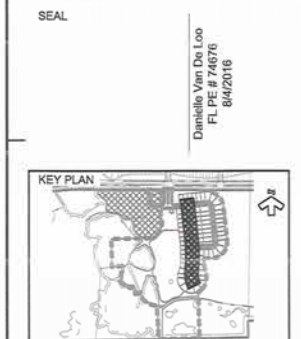
PROJECT NO. 50079046 (CC 1)

C15

SHEET NO.

**WESTPORT RESERVE
(PHASE 2B)**

PORT ORANGE, FL



No.	DATE	BY	Description
5	8-3-16	KJK	REV PER CITY COMMENTS
4	7-19-16	TFS	REV PER CITY COMMENTS
3	7-1-16	TFS	REV PER CITY COMMENTS
2	4-21-16	KJK	REV PER CITY COMMENTS
REVISIONS			
DRAWN BY TFS			
APPROVED BY DMV			
CHECKED BY NPS			
DATE JANUARY 2016			
DUTY NAVD 88			

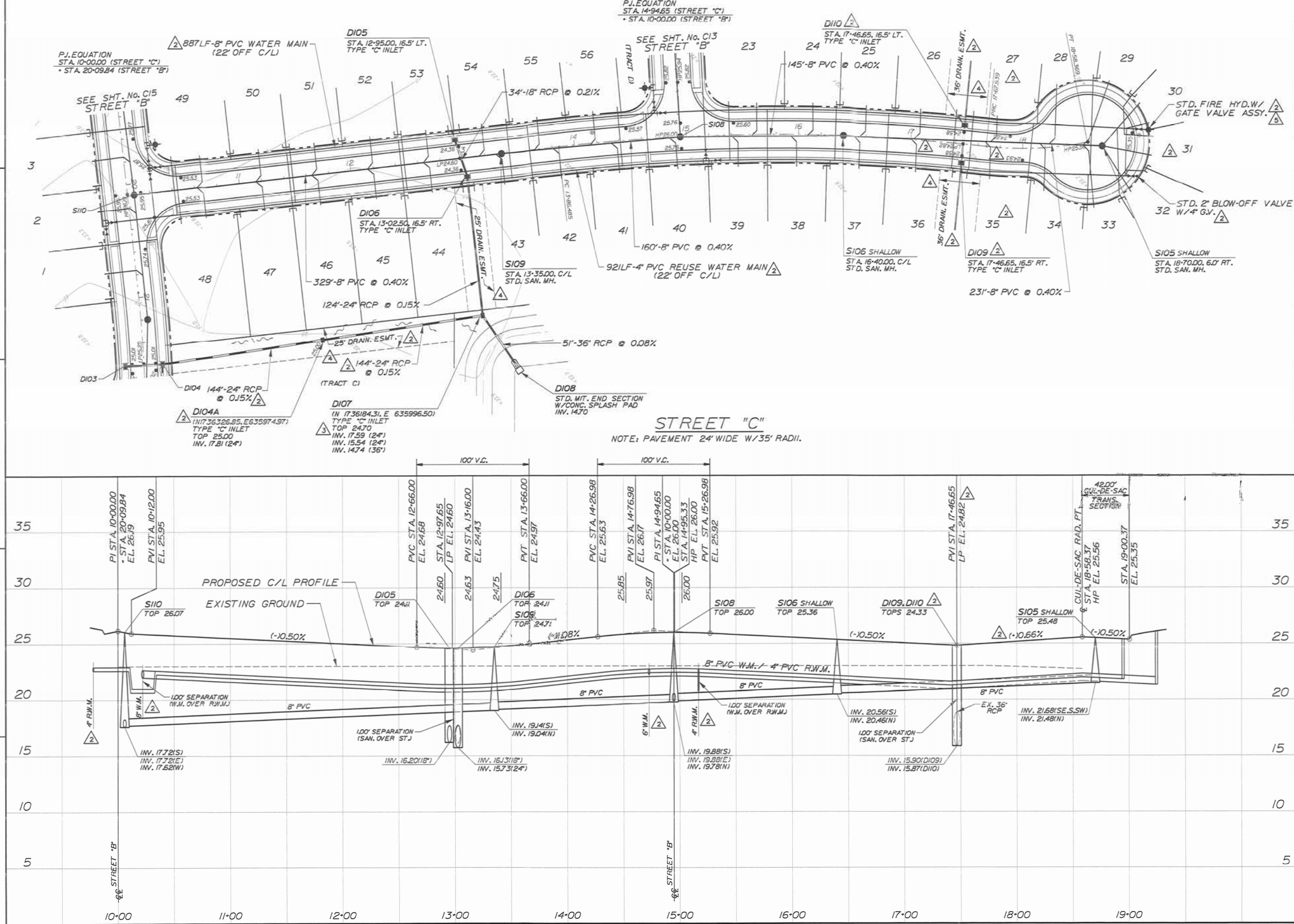
**PLAN &
PROFILE
STREET "C"**

PROJECT NO. 50079046 (CC 1)

C16

SHEET NO.

NOTE: USE PLAT FOR ALL CONSTRUCTION LAYOUT WORK.



DIII
STA. 12+80.87, 16.5' LT.
TYPE "C" INLET
TOP 24.11
INV. 19.99 (15")

EX. MANHOLE
(N 1736522.19, E 636510.45)
TYPE "P-7T" MANHOLE
TOP 26.40
INV. 15.77

TEMPORARY CULVERT
ON TOWN WEST BLVD.
50'-15" RCP @ 0.32%

PORT ORANGE, FL



4	7-19-16	TFS	REV PER CITY COMMENTS
No.	DATE	BY	Description

REVISIONS	
DRAWN BY	TFS
APPROVED BY	DMV
CHECKED BY	NPS
DATE	JANUARY 2016

TITLE

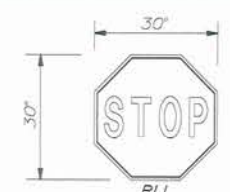
DRAINAGE
STRUCTURES
TABLE

PROJECT NO. 50079046 (CC 1)

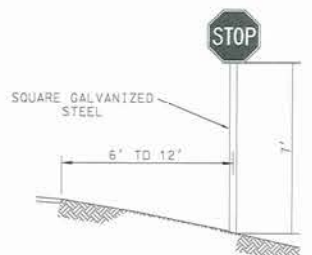
C16A

SHEET NO.

4 SHEET ADDED

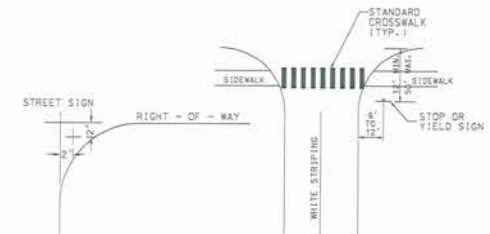


TYPICAL STOP SIGN
(UNLESS OTHERWISE SPECIFIED)



STOP & STREET SIGN DETAIL
TYPICAL TRAFFIC CONTROL SIGN

- STRIPING NOTES:**
1. ALL PAVEMENT MARKINGS SHALL BE THERMOPLASTIC WITH RPM'S AND WILL BE INSTALLED IN ACCORDANCE WITH FDOT STANDARD INDEX #17346.
 2. FOR SIGN DETAILS, REFER TO THE "STANDARD HIGHWAY SIGNS" PUBLISHED BY THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION, 2004, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), 2003, AND THE FDOT DESIGN STANDARDS (LATEST EDITION).
 3. PAVEMENT MARKINGS SHOULD BE PLACED AS SHOWN IN THE PLANS AND AS DESCRIBED WITHIN THE APPROPRIATE TRAFFIC DESIGN STANDARD INDEX (LATEST EDITION).



SIGNING & STRIPING DETAILS

NOTE: ³ PEDESTRIAN CROSSING SIGNS TO BE PLACED 275' IN ADVANCE OF SIDEWALK CROSSING ACROSS TOWN WEST BLVD.

TEMPORARY 20' WIDE EMERGENCY STABILIZED ACCESS

PHASE LINE (TYP.)

12'X18' HANDICAP SPACE & 2-9'X18' PARKING SPACES

STREET "A"
6" SOLID WHITE W/MONO DIRECTIONAL COLORLESS WHITE RPM'S
6" SOLID WHITE ARROW (TYP.)

TOWN WEST BOULEVARD



STREET "B"

STREET "C"

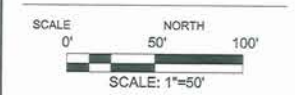
PHASE LINE (TYP.)



Dewberry Engineers Inc.
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ENGINEERING BUSINESS #794

**WESTPORT RESERVE
(PHASE 2B)**

PORT ORANGE, FL



No.	DATE	BY	Description
4	7-19-16	TFS	REV PER CITY COMMENTS
3	7-1-16	TFS	REV PER CITY COMMENTS
2	4-21-16	KJK	REV PER CITY COMMENTS

REVISIONS
DRAWN BY TFS
APPROVED BY DMV
CHECKED BY NPS
DATE JANUARY 2016
DATUM NAVD 88

TITLE
STRIPING PLAN
PROJECT NO. 50079046 (CC 1)

C17

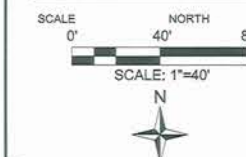
SHEET NO.

NOTE:
THE DESIGN AND INSTALLATION OF ALL SIGNAGE, STRIPING AND PAVEMENT MARKINGS MUST BE APPROVED BY PORT ORANGE TRAFFIC ENGINEERING PRIOR TO PUBLIC USE OF ROADWAY AND TRAFFIC IMPROVEMENTS WITHIN THE RIGHT-OF-WAY.

NOTE: USE PLAT FOR ALL CONSTRUCTION LAYOUT WORK.

WESTPORT RESERVE
(PHASE 2B)

PORT ORANGE, FL



No.	DATE	BY	Description
4	7-19-16	TFS	REV PER CITY COMMENTS
3	7-1-16	TFS	REV PER CITY COMMENTS
2	4-21-16	KJK	REV PER CITY COMMENTS

REVISIONS			
DRAWN BY	TFS	APPROVED BY	DMV
CHECKED BY	NPS	DATE	JANUARY 2016
DATUM	NAVD 88		

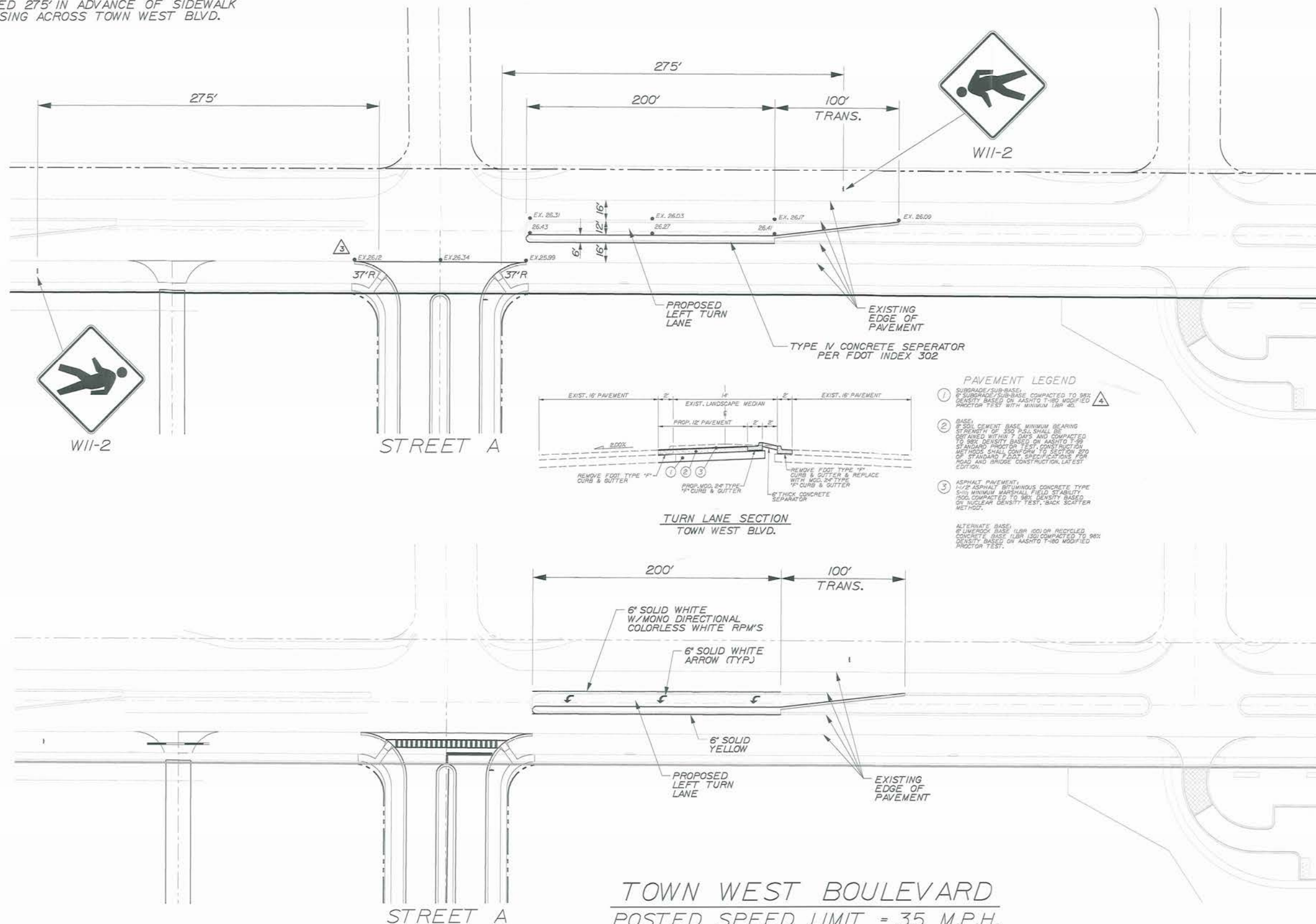
TITLE
**TOWN WEST BOULEVARD
TURN LANE**

PROJECT NO. 50079046 (CC 1)

C17A

SHEET NO.

NOTE: PEDESTRIAN CROSSING SIGNS TO BE PLACED 275' IN ADVANCE OF SIDEWALK CROSSING ACROSS TOWN WEST BLVD.



- PAVEMENT LEGEND**
- SUBGRADE/SUB-BASE: 6" SUBGRADE/SUB-BASE, COMPACTED TO 98% DENSITY BASED ON AASHTO T-99 MODIFIED PROCTOR TEST WITH MINIMUM LBR 40.
 - BASE: 8" SOIL CEMENT BASE MINIMUM BEARING STRENGTH OF 350 P.S.I. SHALL BE OBTAINED WITHIN 7 DAYS AND COMPACTED TO 98% DENSITY BASED ON AASHTO T-99 STANDARD PROCTOR TEST. CONSTRUCTION METHODS SHALL CONFORM TO SECTION 210 OF STANDARD FDOT SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
 - ASPHALT PAVEMENT: 1 1/2" ASPHALT BITUMINOUS CONCRETE TYPE SH-10 MINIMUM MARSHALL FIELD STABILITY 1500 LBS. COMPACTED TO 98% DENSITY BASED ON NUCLEAR DENSITY TEST, "BACK SCATTER" METHOD.
- ALTERNATE BASE: 8" LIME ROCK BASE (LBR 100) OR RECYCLED CONCRETE BASE (LBR 130) COMPACTED TO 98% DENSITY BASED ON AASHTO T-99 MODIFIED PROCTOR TEST.

NOTE: USE PLAT FOR ALL CONSTRUCTION LAYOUT WORK.

1 ROADWAY AND PARKING AREA DESIGN AND CONSTRUCTION NOTES ALL MATERIALS AND INSTALLATION METHODS USED FOR LAND DEVELOPMENT CODE REQUIRED IMPROVEMENTS FOR SUBDIVISIONS AND SITE PLANS SHALL BE IN CONFORMANCE WITH THE CITY, FOOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION), AND THE FOOT ROADWAY AND TRAFFIC DESIGN STANDARDS (LATEST EDITION). 1. ALL RIGHT-OF-WAY OTHER THAN ROADWAY AREAS SHALL BE GRASSED AND MULCHED OR SOODED. ALL SLOPES STEEPER THAN 6:1 SHALL REQUIRE SOODING. THE CITY RESERVES THE RIGHT TO REQUIRE SOODING IN SPECIAL AREAS WHERE EROSION IS A CONCERN. 2. THE FOLLOWING WILL BE THE STANDARD PROTECTION FOR DITCHES UNLESS DRAINAGE CALCULATIONS INDICATE OTHERWISE: <table><tr><th>SWALE PROFILE GRADES</th><th>PROTECTION REQUIRED</th></tr><tr><td>0.2%-1.0%</td><td>GRASSING AND MULCHING</td></tr><tr><td>1.0%-4.0%</td><td>SOODING</td></tr><tr><td>4.0% AND GREATER</td><td>DITCH PAVING</td></tr></table> 3. THE PAVEMENT, BASE, AND SUBBASE THICKNESS PRESENTED ON DETAILS REPRESENTS THE MINIMUM REQUIREMENTS FOR LOCAL PUBLIC STREETS AND PRIVATE PARKING LOTS. THE CITY RESERVES THE RIGHT AT ITS DISCRETION TO INCREASE THESE REQUIREMENTS FOR COLLECTOR AND ARTERIAL ROADWAYS AND PRIVATE PARKING LOTS SUBJECTED TO HEAVY VEHICULAR COMMERCIAL TRAFFIC. 4. THE DEVELOPER SHALL PROVIDE AT THEIR OWN EXPENSE A CERTIFIED SOILS ENGINEERING LABORATORY TO PERFORM ALL FIELD AND LABORATORY TESTING REQUIRED TO VERIFY THAT THE CONSTRUCTION IS IN COMPLIANCE WITH THE CITY'S MINIMUM STANDARDS. IT IS THE RESPONSIBILITY OF THE DEVELOPER TO ENSURE THAT COPIES OF ALL TEST REPORTS ARE PROVIDED TO THE CITY'S DESIGNATED SITE INSPECTOR PRIOR TO THE PROJECT FINAL INSPECTION IN ORDER TO ALLOW PROJECT ACCEPTANCE BY THE CITY. 5. THE LIMITS OF STABILIZED SUBBASE SHALL EXTEND TO A DEPTH OF SIX INCHES (6") BELOW THE BOTTOM OF THE BASE AND OUTWARD TO TWELVE INCHES (12") BEYOND THE CURB. 6. THE STABILIZING MATERIAL, IF REQUIRED, SHOULD BE A HIGH BEARING VALUE SOIL, SAND-CLAY, LIMEROCK, RECYCLED CONCRETE, SHELL, OR OTHER MATERIAL AS APPROVED BY THE CITY'S DESIGNATED SITE INSPECTOR AND A LICENSED SOILS ENGINEER. 7. THE SUBBASE SHALL BE STABILIZED NOT LESS THAN FORTY (40) POUNDS LIMEROCK BEARING RATIO (LBR) TO A 6" MINIMUM DEPTH. A COMPACTION OF NO LESS THAN NINETY-EIGHT (98%) PERCENT DENSITY BASED ON AASHTO T-180 SHALL BE REQUIRED. 8. FOR ROADWAYS, TESTS FOR SUBBASE BEARING CAPACITY AND COMPACTION SHALL BE DONE AT A MINIMUM OF EVERY 300 FEET AND SHALL BE STAGGERED TO THE LEFT, RIGHT, AND AT CENTER LINE OF THE ROADWAY. FOR SITE PLANS, TEST SHALL BE PERFORMED FOR EVERY 600 SQUARE YARDS OF STABILIZED AREA, OR PORTIONS THEREOF. 9. BASES FOR ALL STREETS SHALL HAVE A MINIMUM SIX INCH (6") DEPTH. SOIL CEMENT BASES SHALL HAVE A STRENGTH OF 350 POUNDS PER SQUARE INCH AT 7 DAYS COMPACTED TO 98% DENSITY PER AASHTO T-99 STANDARD PROCTOR TEST IN CONFORMANCE WITH SECTION 270 OF STANDARD F.D.O.T. SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION). RECYCLED CONCRETE OR LIMEROCK BASES SHALL BE COMPACTIONED TO 98% MAXIMUM DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST.  STANDARD CONSTRUCTION DETAIL ROADWAY AND PARKING AREA DESIGN AND CONSTRUCTION NOTES REV. 12/08 FILE NAME: R12.DWG DETAIL REF: R-12	SWALE PROFILE GRADES	PROTECTION REQUIRED	0.2%-1.0%	GRASSING AND MULCHING	1.0%-4.0%	SOODING	4.0% AND GREATER	DITCH PAVING	2 ROADWAY AND PARKING AREA DESIGN AND CONSTRUCTION NOTES (CONTD.) 10. SOIL CEMENT AND RECYCLED CONCRETE MIX DESIGNS SHALL BE SUBMITTED BY A LICENSED SOILS ENGINEER TO THE CITY'S DESIGNATED SITE INSPECTOR PRIOR TO THE START OF SUBBASE PREPARATION. ALL MIX DESIGNS SHALL BE SUBJECT TO THE APPROVAL OF THE CITY. 11. CEMENT DELIVERY TICKETS SHALL BE PROVIDED TO THE CITY'S DESIGNATED SITE INSPECTOR AT THE TIME OF PLACEMENT. IF THE INSPECTOR IS NOT ON SITE THROUGHOUT THE ENTIRE INSTALLATION, ACCUMULATED DELIVERY TICKETS CAN BE PROVIDED TO THE INSPECTOR BY THE CONTRACTOR ON THE FOLLOWING DAY. 12. TESTING OF THE IN-PLACE BASE SHALL BE DONE AT INTERVALS EQUIVALENT TO SUBGRADE TESTING AND SHALL CONSIST OF, AS A MINIMUM, A MOISTURE CONTENT AND COMPACTION TEST. 13. PORTLAND CEMENT CONCRETE, LIMEROCK, RECYCLED CONCRETE, OR FULL DEPTH ASPHALT PAVEMENT MAY BE USED IN PLACE OF SOIL CEMENT BASE. ALL BASE AND ROADWAY DESIGNS SHALL BE SUBJECT TO THE APPROVAL OF THE CITY. 14. SOIL CEMENT BASE MATERIAL CONSTRUCTION SHALL BE CONTINUOUSLY SUPERVISED BY A SOILS TESTING LABORATORY AT THE DEVELOPER'S EXPENSE. THE TESTING LABORATORY SHALL PROVIDE AN ON-SITE TECHNICIAN CERTIFIED IN THE INSTALLATION OF SOIL CEMENT WITH THE CERTIFICATION RECOGNIZED BY F.D.O.T. 15. SOIL CEMENT PAVEMENT BASES WITH THE CURE COAT APPLIED SHALL BE ALLOWED TO CURE A MINIMUM OF SEVEN (7) DAYS UNDER NO TRAFFIC PRIOR TO PLACING ANY ASPHALT SURFACE. (TEST REPORTS ARE REQUIRED TO BE DELIVERED TO THE CITY'S DESIGNATED SITE INSPECTOR PRIOR TO TRAFFIC USAGE.) 16. RECYCLED CONCRETE CAN BE USED AS AN ALTERNATIVE BASE MATERIAL PROVIDED THE MATERIAL IS A MINIMUM OF 80% CARBONATE OF CALCIUM AND MAGNESIUM. THE MATERIAL SHALL BE LIMITED TO MAXIMUM OF 3" WATER SENSITIVE CLAY MATERIAL, LIQUID LIMIT SHALL NOT EXCEED 35 AND BE NON-PLASTIC, AND THE PLASTICITY INDEX SHALL NOT EXCEED 10. THE MATERIAL SHALL NOT CONTAIN ORGANIC MATERIAL, CHERTY OR OTHER EXTREMELY HARD PIECES, LUMPS, BALLS OR POCKETS OF SAND SIZE MATERIAL OF A QUANTITY AS TO BE DETRIMENTAL TO THE PROPER BONDING, FINISHING, OR STRENGTH OF THE RECYCLED CONCRETE BASE. FOR BASE APPLICATIONS, AT LEAST 87% (BY WEIGHT) OF THE MATERIAL SHALL PASS A 1" SIEVE AND FOR SUBBASE APPLICATIONS, AT LEAST 87% (BY WEIGHT) OF THE MATERIAL SHALL PASS A 1-1/2" SIEVE. FOR BOTH APPLICATIONS, THE MATERIAL SHALL BE GRADED UNIFORMLY DOWN TO DUST AND THE MINIMUM LBR VALUES ARE TO BE NOT LESS THAN 135. COARSE AGGREGATE USED IN THE RECYCLED CONCRETE SHALL HAVE A MAXIMUM LOSS OF 45% PER LOS ANGELES ABRASION TEST. ALL MATERIALS SHALL BE WELL GRADED IN ACCORDANCE WITH REQUIREMENTS SET FORTH IN SECTION 204, F.D.O.T. STANDARD SPEC. FOR ROAD AND BRIDGE CONSTRUCTION, (LATEST EDITION). 17. RECYCLED CONCRETE OR LIMEROCK FOR BASE OR SUBBASE APPLICATIONS SHALL BE ALLOWED ON CITY ROADWAYS ONLY WHERE THE LOWEST ELEVATION OF THE ROADWAY SUBBASE IS A MINIMUM OF 8" ABOVE THE SEASONAL HIGH GROUNDWATER TABLE AS CERTIFIED BY A FLORIDA LICENSED PROFESSIONAL SOILS ENGINEER AND SUBSEQUENTLY APPROVED FOR BY THE CITY. IN AREAS NOT MEETING THESE STANDARDS A SOIL CEMENT BASE WILL BE REQUIRED. ALL PLACING OF RECYCLED CONCRETE SHALL BE DONE PRIOR TO THE MATERIAL BEING PLACED IN THE ROADWAY. TESTING SHALL HAVE THE SAME REQUIREMENTS AND BE PERFORMED AT THE SAME LOCATION AND INTERVALS AS REQUIRED FOR LIMEROCK.  STANDARD CONSTRUCTION DETAIL ROADWAY AND PARKING AREA DESIGN AND CONSTRUCTION NOTES REV. 12/08 FILE NAME: R13.DWG DETAIL REF: R-13	3 ROADWAY AND PARKING AREA DESIGN AND CONSTRUCTION NOTES (CONTD.) 18. DESIGN MIXES AND PRODUCT GRADATION INFORMATION FOR ALL MATERIALS TO BE INSTALLED AS PART OF THE LAND DEVELOPMENT CODE REQUIRED IMPROVEMENTS SHALL BE SUBMITTED TO THE CITY'S DESIGNATED SITE INSPECTOR FOR ACCEPTANCE BY THE CITY. THE INFORMATION SHALL BE SUBMITTED NO LESS THAN THREE (3) WORKING DAYS PRIOR TO ANY CONSTRUCTION. SUBMITTALS SHALL INCLUDE, BUT NOT BE LIMITED TO, INFORMATION TO EVALUATE THE MATERIALS PROPOSED FOR INSTALLATION AS SUBBASE, BASE, AND PAVEMENT FOR ALL ROADWAY AND PARKING AREA SURFACES AS WELL AS SIMILAR INFORMATION FOR ALL OTHER CONCRETE SIDEWALKS, CURBING, AND COMPARABLE STRUCTURES AND APPLICATIONS. 19. ALL WEARING COURSE HOT MIX AGGREGATES SHALL BE VIRGIN MATERIAL. THE USE OF RECYCLED ASPHALT MATERIAL (RAP) IN WEARING COURSE MIXES IS NOT ALLOWED. 20. PRIOR TO PLACEMENT FLORIDA STATE CERTIFIED BATCH PLANTS MUST CERTIFY TO THE CITY'S RESIDENT PROJECT INSPECTOR THAT THE ASPHALT DELIVERED TO THE SITE IS IN ACCORDANCE WITH THE APPROVED PLANS AND SPECIFICATIONS. 21. EXTRACTION AND GRADATION TESTS ON ASPHALT MIXES SHALL BE PROVIDED TO THE CITY'S DESIGNATED SITE INSPECTOR FOR EVERY 2500 SQUARE YARDS OF ASPHALT, OR PART THEREOF, TO ENSURE THAT DESIGN MIXES MEET THE CITY STANDARD SPECIFICATIONS. 22. FIELD TESTING OF THE ASPHALT PAVEMENT SHALL BE DONE AT INTERVALS EQUIVALENT TO SUBGRADE TESTING AND SHALL CONSIST OF, AS A MINIMUM, A COMPACTION TEST, ASPHALT PAVEMENT SHALL BE COMPACTIONED TO 98% DENSITY PER FM 1-1238 (METHOD B), NUCLEAR DENSITY TEST, "BACKSCATTER METHOD". 23. IN ADDITION TO THE FIELD DENSITY TESTS NOTED, THE CITY RESERVES THE RIGHT TO REQUIRE CORE SAMPLES OF PAVEMENT SECTIONS EXTRACTED AND TESTED BY A CERTIFIED SOILS ENGINEERING LABORATORY AT THE DEVELOPER'S EXPENSE. THE CITY'S DESIGNATED SITE INSPECTOR SHALL DESIGNATE THE LOCATIONS OF THE TEST CORE LOCATIONS. 24. THE ROADWAY CROWN SHALL HAVE A STANDARD ONE QUARTER INCH (1/4") PER FOOT SLOPE. 25. ALL ROADWAYS WITH CURB AND GUTTER SECTIONS SHALL HAVE AS A STANDARD A MINIMUM LONGITUDINAL SLOPE OF 0.30%. THE ROADWAY CENTERLINE SHALL BE CLEARLY MARKED ON THE DESIGN PLANS. AT A MINIMUM, DESIGN ROADWAY CENTERLINE ELEVATIONS SHALL BE NOTED AT ALL GRADE CHANGES AND AT 100' INTERVALS ALONG THE ROADWAY PROFILE ON BOTH THE DESIGN PLANS AND AS-BUILT DRAWINGS. 26. THE FINISHED PAVEMENT EDGE SHALL BE WITHIN ONE QUARTER INCH (1/4") ABOVE THE ADJACENT CONCRETE CURB FOR CURBS COLLECTING AND CONVEYING STORMWATER. 27. CONCRETE CURBS SHALL BE PROVIDED ON BOTH SIDES OF ALL STREETS AND ALL CONCRETE CURBS SHALL BE CONSTRUCTED WITH 3000 P.S.I. CONCRETE AT 28 DAYS.  STANDARD CONSTRUCTION DETAIL ROADWAY AND PARKING AREA DESIGN AND CONSTRUCTION NOTES REV. 12/08 FILE NAME: R14.DWG DETAIL REF: R-14	4 ROADWAY AND PARKING AREA DESIGN AND CONSTRUCTION NOTES (CONTD.) 27. CONCRETE CURBING, SIDEWALKS, PAVEMENT AND SIMILAR CONCRETE AREAS SHALL BE SAW CUT WITHIN 4 TO 18 HOURS OF PLACEMENT. SAW CUTS SHALL BE 1/4" IN WIDTH TO A DEPTH OF 1/4 OF THE TOTAL DEPTH OF CONCRETE OR 1-1/2" WHICHEVER IS LESS. SAW CUTS SHALL BE LOCATED AT INTERVALS OF TEN FEET (10') WITH EXPANSION JOINTS AT STREET INTERSECTIONS, RADIUS POINTS, STRUCTURES, AND ALONG CURVES AT SIXTY FEET (60') INTERVALS. ALL EXPANSION JOINT MATERIAL IS REQUIRED TO BE INSTALLED THROUGH THE ENTIRE DEPTH OF THE CONCRETE CURB. FOR LINEAL SECTIONS OF CURBS, EXPANSION JOINTS SHALL BE LOCATED AT A MAXIMUM SPACING OF FIVE-HUNDRED FEET (500') AND SHALL BE 1/2" IN WIDTH. 28. AN "X" SHALL BE CUT IN THE CURB TO MARK THE LOCATION OF WATER DISTRIBUTION SYSTEM VALVE. 29. A "V" SHALL BE CUT IN THE CURB TO MARK THE LOCATION OF ALL SEWER SERVICES. 30. A "Z" SHALL BE CUT IN THE CURB TO MARK THE LOCATION OF ALL RECLAIMED WATER SERVICES. 31. A "A" SHALL BE CUT IN THE CURB TO MARK THE LOCATION OF ALL POTABLE WATER SERVICES. 32. THREE (3) CONCRETE CYLINDERS SHALL BE TAKEN AND TESTED (1 IN 14 DAYS AND 1 IN 28 DAYS) FOR EVERY SEVENTY-FIVE (75) CUBIC YARDS OF CONCRETE OR LESS PLACED. TEST RESULTS SHALL THEN BE PROVIDED TO THE CITY'S DESIGNATED SITE INSPECTOR AS THEY BECOME AVAILABLE. 33. A CONCRETE SLUMP TEST SHALL BE REQUIRED WITHIN THE FIRST 30 CUBIC YARDS OF CONCRETE THEREAFTER. SLUMP TESTS SHALL BE REQUIRED FOR EVERY THIRTY (30) CUBIC YARDS OF CONCRETE, OR FRACTION THEREOF, WITH COPIES OF THE RESULTS PROVIDED TO THE CITY'S DESIGNATED SITE INSPECTOR. THE SLUMP TEST SHALL MEET THE REQUIRED MIX DESIGN ON EACH LOAD DELIVERED. 34. THE DEVELOPER SHALL PROVIDE ALL REQUIRED PAVEMENT MARKINGS ON ALL ROADWAYS PER CITY, COUNTY, AND STATE REQUIREMENTS. CENTERLINE STRIPES SHALL BE PROVIDED ON EXTENSIONS OF CITY COLLECTOR OR ARTERIAL ROADS, COUNTY ROADS, STATE HIGHWAYS, AND ALONG LOCAL STREETS IN THE VICINITY OF THEIR INTERSECTION WITH THE ABOVE MENTIONED ROADWAYS. 35. A FOOT APPROVED STOP SIGN AND A 24"-WIDE WHITE THERMOPLASTIC STOP BAR ARE REQUIRED AT ALL ROADWAY INTERSECTIONS. 36. ALL TRAFFIC CONTROL DEVICES PLACED AT INTERSECTIONS, PRIVATE STREETS, PUBLIC STREETS, COUNTY ROADS, AND STATE HIGHWAYS WITHIN THE CITY LIMITS SHALL BE INSTALLED ACCORDING TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION. THE MAINTENANCE-OF-TRAFFIC (MOT) INSTALLATION AND SUBSEQUENT OPERATION SHALL BE OVERSEEN BY A CONTRACTOR CERTIFIED BY THE AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION, OR EQUIVALENT CERTIFICATION RECOGNIZED BY FDOT.  STANDARD CONSTRUCTION DETAIL ROADWAY AND PARKING AREA DESIGN AND CONSTRUCTION NOTES REV. 12/08 FILE NAME: R15.DWG DETAIL REF: R-15				
SWALE PROFILE GRADES	PROTECTION REQUIRED														
0.2%-1.0%	GRASSING AND MULCHING														
1.0%-4.0%	SOODING														
4.0% AND GREATER	DITCH PAVING														
5 ROADWAY AND PARKING AREA DESIGN AND CONSTRUCTION NOTES (CONTD.) 37. THE DEVELOPER IS RESPONSIBLE FOR PAYING FEES FOR TRAFFIC CONTROL DEVICES TO THE CITY FOR INSTALLATION. STREET SIGNS AND STOP SIGNS SHALL BE PLACED AT ALL INTERSECTIONS, INCLUDING BUT NOT LIMITED TO PRIVATE STREETS, PUBLIC STREETS, COUNTY ROADS, AND STATE HIGHWAYS WITHIN THE CITY LIMITS. 38. THE DEVELOPER IS RESPONSIBLE FOR PAYING FEES FOR ALL STREET LIGHTS PRIOR TO ACCEPTANCE OF THE PROJECT BY THE CITY. 39. FOUR FOOT (4") WIDE SIDEWALKS SHALL BE PROVIDED ON BOTH SIDES OF ALL RESIDENTIAL STREETS. (SEE DETAIL, INDEXES M-2 AND M-3) 40. BIKE PATHS SHALL BE CONSTRUCTED EIGHT FEET (8") IN WIDTH ALONG ARTERIAL HIGHWAYS AS DIRECTED BY THE CITY. (SEE DETAIL, INDEXES M-2 AND M-3) 41. STANDARD TURNING RADI FOR INTERSECTIONS: <table><tr><td>RESIDENTIAL STREETS WITH STATE & COUNTY ROADWAYS OR MAJOR THOROUGHFARES WITHIN THE CITY</td><td>35-50 FT.</td></tr><tr><td>ENTRANCES TO COMMERCIAL SITES OFF OF CITY STREETS</td><td>35 FT.</td></tr><tr><td>INTERSECTIONS INTERIOR IN SUBDIVISIONS</td><td>35 FT.</td></tr></table> SHOULD VOLUSIA COUNTY OR THE FLORIDA DEPARTMENT OF TRANSPORTATION (F.D.O.T.) DETERMINE THAT LARGER RADI ARE WARRANTED WITHIN THEIR RIGHT-OF-WAY, THE LARGER RADI SHALL PREVAIL. 42. CONSTRUCTION METHODS AND DESIGN FOR CONCRETE PAVEMENT SHALL CONFORM TO FOOT STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION. 43. ALL CONTRACTORS THAT ARE PERFORMING THE CONSTRUCTION OF LAND DEVELOPMENT CODE REQUIRED IMPROVEMENTS (INCLUDING WATER MAINS, SANITARY SEWER MAINS, RECLAIMED WATER MAINS, STORM WATER PIPES AND INLETS, ROADWAYS, AND PARKING FACILITIES) SHALL BE CERTIFIED WITH THE STATE OF FLORIDA BOARD OF PROFESSIONAL REGULATIONS (BPR) FOR THE TYPE OF WORK THAT THEY PERFORM. 44. ALL CONTRACTORS THAT ARE PERFORMING THE CONSTRUCTION WORK OF LAND DEVELOPMENT CODE REQUIRED IMPROVEMENTS SHALL BE LICENSED BY THE STATE OF FLORIDA AND REGISTERED WITH THE CITY OF PORT ORANGE. THE LICENSE AND REGISTRATION SHALL PERTAIN DIRECTLY TO THE TYPE OF WORK BEING PERFORMED. 45. EXCEPT AS PROVIDED IN THE LAND DEVELOPMENT CODE, ALL ELECTRIC, TELEPHONE, TELEVISION LINES AND SIMILAR UTILITIES ARE REQUIRED TO BE INSTALLED UNDERGROUND AT THE EXPENSE OF THE OWNER, DEVELOPER, AND BUILDER.  STANDARD CONSTRUCTION DETAIL ROADWAY AND PARKING AREA DESIGN AND CONSTRUCTION NOTES REV. 12/08 FILE NAME: R16.DWG DETAIL REF: R-16	RESIDENTIAL STREETS WITH STATE & COUNTY ROADWAYS OR MAJOR THOROUGHFARES WITHIN THE CITY	35-50 FT.	ENTRANCES TO COMMERCIAL SITES OFF OF CITY STREETS	35 FT.	INTERSECTIONS INTERIOR IN SUBDIVISIONS	35 FT.	ROADWAY AND PARKING AREA DESIGN AND CONSTRUCTION NOTES (CONTD.) 46. UTILITY DEPTH: - HIGH VOLTAGE UTILITIES SUCH AS POWER (FEEDER, SERVICE, AND DROPS) SHALL BE BURIED A MINIMUM OF 30 INCHES IN DEPTH. - LOW VOLTAGE UTILITIES SUCH AS PHONE AND CABLE TV SHALL BE BURIED A MINIMUM OF 18 INCHES IN DEPTH FOR FEEDER AND SERVICES. SERVICE DROPS SHALL BE BURIED A MINIMUM OF 12 INCHES IN DEPTH. - IN NO INSTANCE SHALL THE DEPTH OF COVER BE LESS THAN 30" FROM FINISHED GRADE TO THE TOP OF PIPE FOR POTABLE WATER MAINS, SANITARY SEWER MAINS, AND RECLAIMED WATER MAINS. HOWEVER, IN THE EVENT THAT THIS CONDITION CANNOT BE MET DUE TO UNANTICIPATED CONFLICTS DURING THE CONSTRUCTION PROCESS, DUCTILE IRON PRESSURE CLASS 350 OR CONCRETE ENCASEMENT MAY BE USED AS APPROVED BY THE CITY PUBLIC UTILITIES DEPARTMENT. 47. LANDSCAPE PLANS SHALL CLEARLY DEPICT THE DESIGN LOCATION OF PLANTINGS RELATIVE TO THE LOCATION OF UNDERGROUND AND OVERHEAD PUBLIC UTILITIES AND STORMWATER INFRASTRUCTURE IN ORDER TO EVALUATE POTENTIAL CONFLICTS.  STANDARD CONSTRUCTION DETAIL ROADWAY AND PARKING AREA DESIGN AND CONSTRUCTION NOTES REV. 12/08 FILE NAME: R17.DWG DETAIL REF: R-17	TECHNICAL SPECIFICATIONS FOR SITE PLANS AND SUBDIVISIONS TESTING A. MATERIALS THE INSPECTION AND TESTING OF MATERIALS AND FINISHED ARTICLES TO BE INCORPORATED IN THE WORK SHALL BE MADE BY BUREAUS, LABORATORIES, OR AGENCIES APPROVED BY THE ENGINEER OF RECORD. THE CONTRACTOR SHALL SUBMIT SUCH SAMPLES, OR SUCH SPECIAL OR TEST PIECES OF MATERIALS AS THE ENGINEER OF RECORD MAY REQUIRE. THE CONTRACTOR SHALL NOT INCORPORATE ANY MATERIAL OR FINISHED ARTICLE INTO THE WORK UNTIL THE RESULTS OF THE INSPECTIONS OR TESTS ARE KNOWN AND THE CONTRACTOR HAS BEEN NOTIFIED BY THE ENGINEER OF RECORD THAT THE MATERIAL OR FINISHED ARTICLE IS ACCEPTED. ALL MATERIALS MUST BE OF THE SPECIFIED QUALITY AND BE EQUAL TO THE APPROVED SAMPLE IF A SAMPLE HAS BEEN SUBMITTED. CERTIFIED COPIES OF ALL TESTS MADE SHALL BE SUBMITTED TO THE ENGINEER OF RECORD AS WELL AS TO THE CITY'S DESIGNATED SITE INSPECTOR. THE CITY'S DESIGNATED SITE INSPECTOR MUST RECEIVE COPIES OF ALL TESTING REPORTS AND CERTIFICATES PRIOR TO THE ENGINEER OF RECORD REQUESTING A FINAL PROJECT INSPECTION FROM THE CITY. B. LABORATORY CONTROL AND CERTIFICATES - SPECIFICATIONS. SAMPLING, TESTING, AND LABORATORY METHODS SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS OF THE AASHTO OR ASTM. WHERE AASHTO OR ASTM SPECIFICATIONS ARE USED, THE REFERENCE SHALL BE CONSTRUED TO BE THE MOST RECENT STANDARD SPECIFICATIONS OR TENTATIVE SPECIFICATIONS OF THE AASHTO OR ASTM IN FORCE ON THE DATE OF THE TEST. - TEST & CERTIFICATES. THE CONTRACTOR SHALL ENGAGE AN APPROVED TESTING LABORATORY TO PROVIDE THE FOLLOWING TESTS AND CERTIFICATIONS SIGNED BY A REGISTERED ENGINEER OF THE STATE OF FLORIDA. ALL TECHNICIANS PERFORMING THE TESTS SHALL BE STATE CERTIFIED FOR THE TESTING PERFORMED. ADDITIONAL TESTS THAT MAY BE REQUIRED BY EITHER THE ENGINEER OF RECORD OR THE CITY SHALL ALSO BE PROVIDED BY THE CONTRACTOR, AND THE FOLLOWING SHALL NOT BE TAKEN AS A COMPLETE AND EXHAUSTIVE LIST OF THE CONTRACTOR'S TESTING RESPONSIBILITIES. - SOIL ANALYSIS FOR STRUCTURAL FILL MATERIAL PRIOR TO INSTALLATION. - PROCTOR DENSITIES, MOISTURE CONTENT, COMPACTION FIELD DENSITIES, AND ATTERBERG LIMITS. - SOIL CEMENT MIX DESIGNS AND COMPRESSIVE STRENGTH TESTS (FOR SOIL CEMENT ROAD BASE ONLY). - SUPERVISION OF ALL SOIL CEMENT BASE CONSTRUCTION. - ANALYSIS OF RECYCLED CONCRETE BASE MATERIAL PRIOR TO INSTALLATION. - ASPHALT MIX DESIGN, BITUMEN CONTENT, SIEVE ANALYSIS, HUBBARD FIELD STABILITY TESTS, NUCLEAR DENSITY TESTS (BACKSCATTER METHOD), AND ANALYSIS OF CORE SAMPLES. - CONCRETE MIX DESIGNS FOR ALL APPLICATIONS INCLUDING PAVEMENT, CAST-IN-PLACE STRUCTURES, CURBING, GUTTERS, SIDEWALKS, BIKE PATHS, APRONS AND DRIVEWAYS. - COMPRESSIVE TEST CYLINDERS AND SLUMP TESTS FOR ALL APPLICATIONS OF CONCRETE, INCLUDING PAVEMENT, CAST-IN-PLACE STRUCTURES, CURBING, GUTTERS, SIDEWALKS, BIKE PATHS, APRONS, AND DRIVEWAYS. - CHLORINE RESIDUAL AND BACTERIOLOGICAL TESTING OF WATER MAINS. - PRESSURIZED LEAK TESTING OF WATER MAINS, FORCE MAINS, AND RECLAIMED WATER MAINS.  STANDARD CONSTRUCTION DETAIL TECHNICAL SPECIFICATIONS FOR SITE PLANS AND SUBDIVISIONS TESTING REV. 12/08 FILE NAME: R18.DWG DETAIL REF: R-18	SUBDIVISION TECHNICAL SPECIFICATIONS: SOODING, SEEDING AND MULCHING A. SCOPE OF WORK. THE WORK IN THIS SECTION CONSISTS OF FURNISHING AND COMPLETELY INSTALLING SOO, OR SEED AND MULCH OVER THE LIMITS CALLED FOR ON THE CONSTRUCTION DRAWINGS. THE MINIMUM, ALL WORK SHALL MEET THE MINIMUM SPECIFICATIONS OF THE FOOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION, AS OUTLINED IN SECTIONS 570 (GRASSING BY SEEDING) AND 576 (SOODING). IN ADDITION, ALL WORK SHALL MEET THE MINIMUM REQUIREMENTS OF THE CITY. B. MATERIALS. GRASS SEED SHALL BE A MIXTURE OF: <table><tr><td>PENSACOLA BAHIA (USE 50% SCARIFIED SEED)</td><td>50%</td></tr><tr><td>MULLED BERBERIA</td><td>25%</td></tr><tr><td>BROWN TOP MILLET</td><td>25%</td></tr></table> IN THE FALL AND WINTER MONTHS, AND WITH THE APPROVAL OF THE CITY, ANNUAL RYE GRASS SHALL BE SUBSTITUTED IN EQUAL AMOUNTS FOR THE BROWN TOP MILLET. SEED SHALL BE PRE-MIXED BY A SEED COMPANY TO THE PERCENTAGES DESCRIBED ABOVE, WITH CERTIFICATION FROM THE SUPPLIER PROVIDED TO THE CITY'S DESIGNATED PROJECT LANDSCAPE INSPECTOR PRIOR TO USE. MULCH USED SHALL BE STRAW OR HAY CONSISTING OF OATS, RYE, OR WHEAT STRAW, OR OF PANGOLA, PEANUT, COASTAL BERBERIA, OR BAHIA GRASS HAY. MULCH SHALL BE FREE FROM UNDESIRABLE WEED AND OTHER UNDESIRABLE GRASS. C. METHODS. GRASSING SHALL BE DONE IMMEDIATELY UPON COMPLETION OF THE FINE GRADING OPERATION. HOWEVER, NO SEEDING SHALL BE DONE WHEN THE GROUND IS FROZEN OR UNUSUALLY WET. THE RATE OF SPREAD FOR THE SEED MATERIAL SHALL BE ONE HUNDRED AND THIRTY (130) POUNDS PER ACRE. APPROXIMATELY ONE INCH (1"), LOOSE THICKNESS, OF MULCH MATERIAL SHALL BE APPLIED UNIFORMLY OVER THE SEEDED AREAS (APPROXIMATELY ONE AND ONE-HALF (1-1/2) BALES PER 1000 SQUARE FEET). THE MULCH MATERIAL SHALL BE CUT INTO THE SOIL WITH A DISC HARROW OR OTHERWISE ANCHORED DOWN, UNDER PROPER CIRCUMSTANCES, CONTRACTOR MAY REQUEST OPTION TO INSTALL HYDRO-SEEDING SUBJECT TO THE APPROVAL OF THE PROJECT LANDSCAPE ARCHITECT AND THE CITY.  STANDARD CONSTRUCTION DETAIL SUBDIVISION TECHNICAL SPECIFICATIONS: SOODING, SEEDING AND MULCHING REV. 12/08 FILE NAME: R20.DWG DETAIL REF: R-20	PENSACOLA BAHIA (USE 50% SCARIFIED SEED)	50%	MULLED BERBERIA	25%	BROWN TOP MILLET	25%
RESIDENTIAL STREETS WITH STATE & COUNTY ROADWAYS OR MAJOR THOROUGHFARES WITHIN THE CITY	35-50 FT.														
ENTRANCES TO COMMERCIAL SITES OFF OF CITY STREETS	35 FT.														
INTERSECTIONS INTERIOR IN SUBDIVISIONS	35 FT.														
PENSACOLA BAHIA (USE 50% SCARIFIED SEED)	50%														
MULLED BERBERIA	25%														
BROWN TOP MILLET	25%														

**WESTPORT RESERVE
(PHASE 2B)**

PORT ORANGE, FL

7/19/2016

SEAL

TITLE

**CITY ROAD/
DRAINAGE
DETAILS**

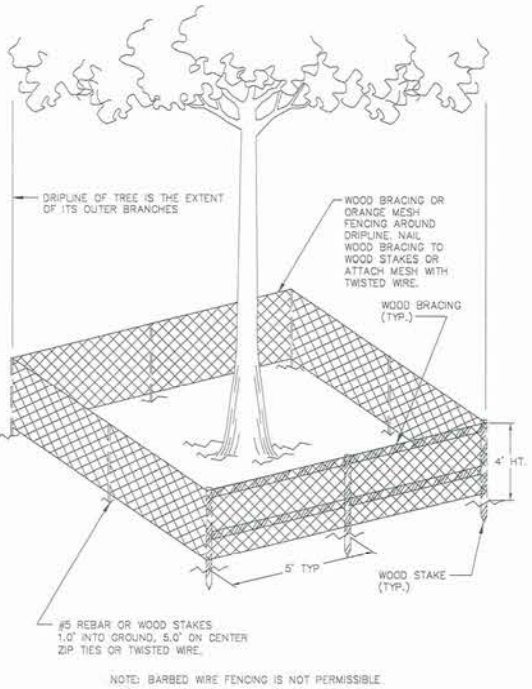
PROJECT NO. 50079046 (CC 1)

C20

SHEET NO.

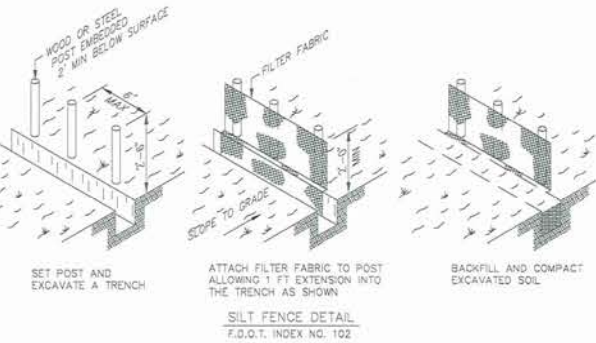
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5



FILE NAME:	R23.DWG
DETAIL REF:	R-23
REV. 12/08	

4



- NOTES:**
1. MATERIALS, CONSTRUCTION METHODS AND MAINTENANCE SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS AND DESIGN STANDARDS CURRENT EDITION.
 2. CONTRACTOR SHALL PROVIDE SILT FENCES, SYNTHETIC JUTE BALES, WATTLES, &/OR HAVE BEST MANAGEMENT PRACTICES (BMP'S) AS REQUIRED AT ALL STORMWATER DISCHARGE POINTS FOR EROSION CONTROL AND SEDIMENT CONTROL DURING CONSTRUCTION.
 3. CONTRACTOR SHALL ROUGH GRADE STORM- WATER SWALES AND RETENTION AREAS PRIOR TO CONSTRUCTION OF SITE IMPROVEMENTS.
 4. CONTRACTOR SHALL MEET ALL PERMIT CONDITIONS AS ESTABLISHED BY THE CITY OF PORT ORANGE AND ALL OTHER APPLICABLE AGENCIES, INCLUDING BUT NOT LIMITED TO COUNTY, FOOT- AND THE SURMWD.
 5. CONTRACTOR WILL BE ALLOWED TO USE A SMALL PIECE OF EQUIPMENT UP TO THE SIZE AND WEIGHT OF A D-3 DOZER TO CLEAR A NARROW PATH TO INSTALL THE SILT FENCE.

FILE NAME:	R22.DWG
DETAIL REF:	R-22
REV. 12/08	

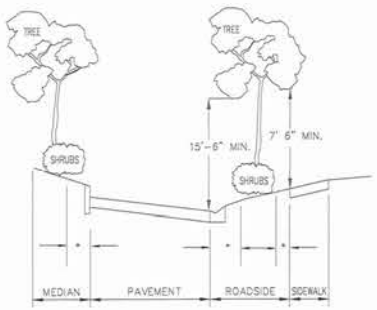
3

**ROADWAY AND MISCELLANEOUS LANDSCAPING
DESIGN AND CONSTRUCTION NOTES (CONTD.)**

- NOTES:**
1. THE CLEAR ZONE MAY BE REDUCED ON A CASE BY CASE BASIS IF THE MINIMUM OFFSET CANNOT BE REASONABLY OBTAINED OR IF A NON-MOUNTABLE CURB TYPE IS INSTALLED.
 2. TREES IN EXCESS OF 12" CALIPER AT MATURITY AND MULTI-TRUNKED PALMS SHALL BE SET BACK TO TWICE THE MINIMUM CLEAR ZONE (2 X *).
 3. WHERE PAVEMENT WIDENING IN ACCORDANCE WITH FOOT STANDARDS IS NOT PROVIDED IN HORIZONTAL CURVES, ADDITIONAL CLEAR ZONE SHALL BE PROVIDED EQUAL TO THE REQUIRED PAVEMENT WIDENING.
 4. CLEAR ZONES ON CURBED ROADS SHALL BE MEASURED FROM THE FACE OF CURB OR FROM THE EDGE OF THE THROUGH LANE ON RURAL ROADS. CURBED STREETS ARE FOR HIGH BACK CURBS ONLY.
 5. SHRUBS ADJACENT TO SIDEWALKS AND WITHIN INTERSECTION SIGHT TRIANGLES CANNOT EXCEED 24" ABOVE THE LOWEST ADJACENT ROADWAY GRADE. ALL OTHER SHRUBS MUST BE LESS THAN OR EQUAL TO 30 INCHES IN HEIGHT.
 6. INSTALLATION OF LANDSCAPING IN PUBLIC RIGHTS-OF-WAY REQUIRES EXECUTION OF A "USE AGREEMENT" BETWEEN THE DEVELOPER AND THE CITY. FOR INSTANCES WHERE THE STREETS AND PRIVATE AND PUBLIC UTILITY EASEMENTS ARE PROVIDED, THE DEVELOPER MAY BE REQUIRED TO OBTAIN A RELEASE FROM THE FRANCHISE UTILITIES IN ORDER TO INSTALL THE LANDSCAPING IMPROVEMENTS.
 7. LANDSCAPING PLANS SHALL CLEARLY DEPICT THE DESIGN LOCATION OF PLANTINGS RELATIVE TO THE LOCATION OF UNDERGROUND AND OVERHEAD PUBLIC UTILITIES AND STORMWATER INFRASTRUCTURE IN ORDER TO EVALUATE POTENTIAL CONFLICTS.
 8. SHRUBS, UNDERSTORY, TREES AND PALMS SHALL BE ALLOWED IN THE RIGHT-OF-WAY WITH EXISTING AND PROPOSED UTILITIES, SHADE TREES, ESPECIALLY THOSE WITH AGGRESSIVE ROOT SYSTEMS, WILL REQUIRE SPECIFIC CITY APPROVAL.
 9. SHADE TREES MUST NOT BE PLANTED UNDER OR DIRECTLY ADJACENT TO OVERHEAD UTILITIES THAT WOULD REQUIRE EXCESSIVE PRUNING TO AVOID THE UTILITY LINES.
 10. TREES WITH AGGRESSIVE ROOT SYSTEMS SHALL REQUIRE SOME FORM OF ROOT GUIDING SYSTEM TO PREVENT THE UPHEAVAL OF ADJACENT ROADWAY PAVEMENT AND/OR SIDEWALKS.

FILE NAME:	R21A.DWG
DETAIL REF:	R-21A
REV. 12/08	

2



ROADWAY CLEAR ZONES (*)					
DESIGN SPEED (MPH)					
TYPE FACILITY	25 & BELOW	30	35	40	45+
DISTANCE FROM EDGE OF PAVEMENT	6'	6' LOCAL COLLECTOR 14' ARTERIAL	10' LOCAL COLLECTOR 14' ARTERIAL	10' COLLECTOR 14' ARTERIAL	F.D.O.T. STANDARD
DISTANCE FROM SIDEWALK	1.5	1.5	1.5	1.5	F.D.O.T. STANDARD

* SEE NOTES ON SHEET R-21B *

FILE NAME:	R21A.DWG
DETAIL REF:	R-21A
REV. 12/08	

1

**CONTRACTOR REQUIREMENTS FOR SITE CLEARING,
GRADING, AND EROSION CONTROL DESIGN AND
CONSTRUCTION NOTES**

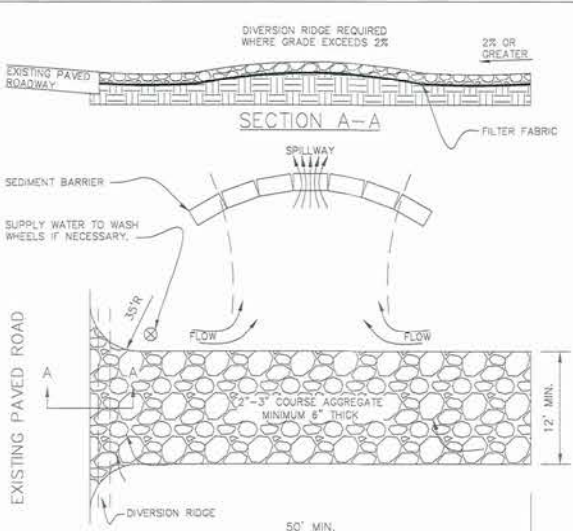
- THE FOLLOWING MEASURES REPRESENT MINIMUM STANDARDS TO BE ADHERED TO BY THE CONTRACTOR THROUGHOUT THE CONSTRUCTION OF A PROJECT. THE CITY RESERVES THE RIGHT TO REQUIRE ADDITIONAL MEASURES TO BE EMPLOYED WHEN WARRANTED BY EXTREME CONDITIONS AND/OR THE FAILURE OF THE CONTRACTOR TO EMPLOY THE APPROPRIATE EROSION CONTROL BEST MANAGEMENT PRACTICES. FAILURE TO COMPLY WITH THESE PROVISIONS SHALL RESULT IN THE ISSUANCE OF A "STOP WORK ORDER".
1. NO DISTURBANCE OF PROPOSED CONSERVATION EASEMENTS, NATURAL BUFFERS, OR WATER BODIES IS PERMITTED. THE CONTRACTOR SHALL LOCATE THESE AREAS ON SITE AND BARRICADE THEM TO AVOID ANY UNAUTHORIZED CLEARING, BARRICADES AND OTHER PROTECTIVE FENCING ARE TO BE LOCATED AT THE DRIP LINE OF EXISTING NATIVE TREES OR AT THE EDGE OF THE NATIVE UNDER-STORY HABITAT, WHICHEVER IS NEAREST TO THE CONSTRUCTION ACTIVITY.
 2. SPECIMEN AND HISTORIC TREES, CONSERVATION EASEMENTS, NATURAL VEGETATION BUFFERS, AND SIMILAR AREAS MUST BE PROTECTED BY BARRICADES OR FENCING PRIOR TO CLEARING. BARRICADES ARE TO BE SET AT THE DRIP LINE OF THE TREES AND MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT. BARBED WIRE IS NOT PERMITTED AS A PROTECTIVE BARRIER.
 3. WHERE A CHANGE OF GRADE OCCURS AT THE DRIP LINE OF A SPECIMEN TREE, SILT FENCES WILL BE REQUIRED DURING CONSTRUCTION AND RETAINING WALLS MUST BE INSTALLED PRIOR TO FINAL ACCEPTANCE BY THE CITY.
 4. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO HAVE ALL PROTECTIVE VEGETATION BARRICADES AND EROSION CONTROL STRUCTURES AND MEASURES IN PLACE PRIOR TO THE COMMENCEMENT OF ANY EARTHWORK, INCLUDING PRELIMINARY GRUBBING. THESE MEASURES INCLUDE, BUT ARE NOT LIMITED TO, TEMPORARY CONSTRUCTION FENCES, SYNTHETIC JUTE BALES, WATTLES, &/OR HAVE BEST MANAGEMENT PRACTICES (BMP'S) AS REQUIRED, SILT FENCES, AND FLOATING TURBIDITY BARRIERS. FURTHER, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN ALL EROSION CONTROL DEVICES THROUGHOUT THE DURATION OF THE ENTIRE PROJECT. MAINTENANCE SHALL INCLUDE PERIODIC INSPECTION AND REMOVAL OF DEBRIS ABUTTING EROSION CONTROL DEVICES AS SPECIFICALLY IDENTIFIED IN CHAPTER 10, ARTICLE I, SECTION 5 OF THE LAND DEVELOPMENT CODE.
 5. PRIOR TO THE INSTALLATION OF ANY FILL MATERIALS ON SUBJECT SITE, SILT FENCES SHALL BE INSTALLED (1) ALONG SUBJECT SITE BOUNDARY AND PROPERTY LINES, (2) AT THE EDGE OF CONSERVATION EASEMENTS AND WETLANDS, (3) ADJACENT TO NATURAL LANDSCAPE BUFFERS, (4) AROUND THE PERIMETER OF EXISTING STORM WATER TREATMENT FACILITIES, AND (5) AT ANY ADDITIONAL AREAS THAT THE CITY DEEMS NECESSARY TO BE PROTECTED FROM POTENTIAL EROSION IMPACTS DURING CONSTRUCTION. THESE CONDITIONS SHALL APPLY IN ALL INSTANCES WHERE FILL MATERIAL IS BEING INSTALLED WITHIN 25 FEET OF ANY OF THE AFOREMENTIONED LOCATIONS WHILE THESE ITEMS REPRESENT THE MINIMUM REQUIREMENTS, THE CITY RESERVES THE RIGHT TO IMPOSE ADDITIONAL PROTECTIVE MEASURES, AS DETERMINED DURING ACTUAL SITE VISITS CONDUCTED AS PART OF THE STANDARD REVIEW OF THE SITE-SPECIFIC ABC CLEARING PERMIT APPLICATION AND THROUGHOUT PROJECT CONSTRUCTION.
 6. WHERE FILL MATERIAL IS INTENDED TO BE INSTALLED ADJACENT TO EXISTING VEGETATION WHICH IS INTENDED TO REMAIN NATURAL, THE CONTRACTOR MAY INSTALL SILT FENCING AS A TREE PROTECTION MEASURE, IN LIEU OF INSTALLING EITHER WOOD BRACING OR ORANGE MESH FENCING. THIS PRACTICE IS ENCOURAGED, BUT THE SILT FENCE SHALL PROVIDE ADEQUATE PROTECTION FROM IMPACT DUE TO CONSTRUCTION, THEN ADDITIONAL CONSTRUCTION FENCING OR WOOD BRACING SHALL BE REQUIRED.
 7. AT A MINIMUM, THE CONTRACTOR SHALL SEED AND MULCH ALL DISTURBED AREAS. SUFFICIENT GRASS COVERAGE IS TO BE ESTABLISHED WITHIN TWO WEEKS.
 8. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR THROUGH SCHEDULING, TO MINIMIZE THE DISTURBANCE OF SITE AREAS THAT HAVE BEEN BROUGHT TO THEIR PROPOSED FINAL GRADE. WITHIN SEVEN (7) DAYS OF BRINGING A SUBJECT AREA TO ITS FINAL GRADE OR INACTIVITY IN CONSTRUCTION, THE CONTRACTOR SHALL INSTALL SEED AND MULCH OR SOO, AS REQUIRED.

FILE NAME:	R25.DWG
DETAIL REF:	R-25
REV. 04/10	

**CONTRACTOR REQUIREMENTS FOR SITE CLEARING,
GRADING, AND EROSION CONTROL DESIGN AND
CONSTRUCTION NOTES (CONTD.)**

9. FOR INDIVIDUAL CONSTRUCTION PROJECTS INVOLVING MULTIPLE PHASES, (PHASING IS REQUIRED FOR SITES 30 ACRES AND LARGER) UPON COMPLETION OF EACH PHASE OF THE PROJECT, SEEDING AND MULCHING AND /OR SOODING IS TO BE PERFORMED PRIOR TO COMMENCING THE NEXT PHASE OF CONSTRUCTION.
10. ONCE AN AREA IS SEEDDED OR SOODED, IT MUST BE MAINTAINED BY THE CONTRACTOR TO ALLOW THE GRASS TO BECOME ESTABLISHED. IF THE GRASS IS NOT ESTABLISHED WITHIN TWO WEEKS THE CITY MAY REQUIRE THE CONTRACTOR TO RE-SEED OR A NON-VEGETATIVE OPTION MAY BE EMPLOYED.
11. ANY BURNING OF CLEARED MATERIALS MUST BE INSPECTED AND PERMITTED ON A DAILY BASIS. CONTACT THE FIRE MARSHALL AT 756-5401 PRIOR TO EACH DAY OF DESIRED BURNING.
12. ABSOLUTELY NO BURNING OF CLEARED MATERIALS IS PERMITTED.
13. THE REMOVAL OF ALL VEGETATION AND TOPSOIL ON THE FUTURE ROADWAY, PARKING AND BUILDING LOT AREAS IS REQUIRED TO BE COMPLETED PRIOR TO THE PLACEMENT OF FILL ON THOSE AREAS. THE TOPSOIL MAY BE TEMPORARILY STOCKPILED AND USED AS TOPSOIL OVER PROPOSED GREEN AREAS SUCH AS PLANT BEDS, SOODED AREAS, AND WHERE TREES ARE TO BE INSTALLED OR RELOCATED.
14. A SIGNED, DATED, AND SEALED LETTER FROM A SOILS ENGINEER OR THE ENGINEER OF RECORD CERTIFYING THAT THE AREAS TO BE FILLED HAVE BEEN STRIPPED OF ORGANIC MATERIALS, MUST BE SUBMITTED TO THE CITY PRIOR TO FILLING.
15. FILL MATERIAL IS TO BE PLACED IN ONE FOOT LIFTS AND COMPACTED TO THE APPROPRIATE DENSITY (98% FOR PAVED AREAS AND 95% FOR BUILDING PADS AND ALL OTHER AREAS AS PER AASHTO T-180).
16. DURING SUBDIVISION DEVELOPMENT WHEN FUTURE BUILDING LOTS ARE FILLED AS PART OF THE OVERALL SUBDIVISION IMPROVEMENTS, COMPACTION TEST REPORTS MUST BE PERFORMED ON THE BUILDING LOTS AT 300 FOOT INTERVALS. THESE TESTS ARE TO BE PERFORMED IN ONE-FOOT VERTICAL INCREMENTS. THE RESULTS OF THESE TESTS ARE TO BE SUBMITTED TO THE CITY UPON COMPLETION OF THE TESTS.
17. IF ANY MUCK MATERIAL IS DISCOVERED, IT SHALL BE REQUIRED TO BE REMOVED AND REPLACED WITH A SUITABLE MATERIAL THAT IS PROPERLY BACKFILLED, COMPACTED AND TESTED USING AASHTO T-180 MODIFIED PROCTOR METHOD.
18. STOCKPILES IS NOT GENERALLY PERMITTED BY THE CITY. WHEN ALLOWED, STOCKPILES SHALL NOT EXCEED SIX FEET IN HEIGHT MEASURED FROM THE ORIGINAL GRADE. AT A MINIMUM, STOCK PILES THAT WILL REMAIN IN PLACE IN EXCESS OF TWENTY DAYS SHOULD BE SEEDDED AND MULCHED IMMEDIATELY UPON PLACEMENT OF THE FINAL LIFT.
19. SOILS ARE TO BE STABILIZED BY WATER OR OTHER MEANS DURING CONSTRUCTION. THIS IS INTENDED TO REDUCE SOIL EROSION AND THE IMPACT TO NEIGHBORING COMMUNITIES. ADEQUATE WATERING METHODS SHOULD BE EMPLOYED TO ALLOW DAILY COVERAGE OF THE ENTIRE LIMITS OF ALL AREAS THAT DO NOT HAVE AN ESTABLISHED VEGETATIVE COVER. METHODS TO BE EMPLOYED INCLUDE, BUT ARE NOT LIMITED TO, WATER TRUCKS, PERMANENT IRRIGATION SYSTEMS, TEMPORARY SPRINKLER SYSTEMS OPERATED BY PUMPING UNITS CONNECTED TO WET RETENTION PONDS, WATER CANNONS, TEMPORARY IRRIGATION SYSTEMS MOUNTED ATOR STOCKPILE AREAS, AND OTHER METHODS AS DEEMED NECESSARY BY THE CITY.
20. ALL FILL MATERIALS LOCATED BENEATH STRUCTURES AND PAVEMENT SHALL CONSIST OF CLEAN GRANULAR SAND FREE FROM ORGANICS AND SIMILAR MATERIAL THAT COULD DECOMPOSE.
21. ALL FILL TO BE PLACED IN LANDSCAPED AREAS SHALL HAVE A PH RANGE BETWEEN 5.5 AND 7.5, BE ORGANIC IN NATURE, FREE OF ROCKS AND DEBRIS, OR MATCH NATIVE EXISTING SOILS.

FILE NAME:	R26.DWG
DETAIL REF:	R-26
REV. 04/10	



1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.
2. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHTS-OF-WAY.
3. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.
4. ALL MATERIALS SPILLED, DROPPED, OR TRACKED ONTO PUBLIC ROADS (INCLUDING T.O.C.E. AGGREGATE AND CONSTRUCTION MUD) SHALL BE REMOVED DAILY, OR MORE FREQUENTLY IF SO DIRECTED.
5. A SOIL TRACKING PREVENTION DEVICE (STPD) IS AN ACCEPTABLE ALTERNATIVE TO THIS DETAIL. REFERENCE FOOT INDEX 106 FOR DETAILS.

FILE NAME:	R27.DWG
DETAIL REF:	R-27
REV. 12/08	

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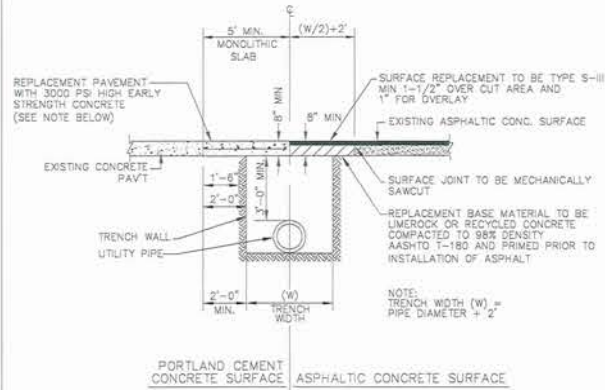
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STORM DRAINAGE DESIGN AND CONSTRUCTION NOTES
(CONT'D.)

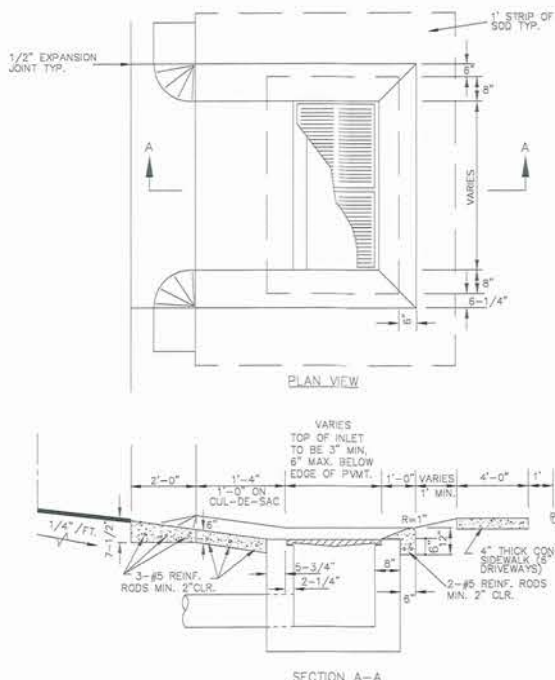
- FOR CONNECTIONS BETWEEN INLETS WITH PIPING 15" IN DIAMETER AND LARGER, THE MAXIMUM DISTANCES BETWEEN INLETS AND / OR CLEAN-OUT JUNCTION BOXES SHALL BE 300 FEET. CULVERTS SHALL BE SLOPED TO MAINTAIN A MINIMUM SELF-CLEANING VELOCITY OF 3 FEET PER SECOND USING A MANNING'S "N" OF 0.012. SPACING FOR CLEAN-OUTS AND INLETS FOR SMALLER PIPING SHALL BE REDUCED AND EVALUATED ON A CASE BY CASE BASIS.
- THE MAXIMUM PERMISSIBLE SLOPE OF ANY NEW SITE GRADING IS 3:1 (HORIZONTAL:VERTICAL). THIS LIMIT SHALL BE APPLIED TO ALL AREAS EXCEPT STORMWATER CONVEYANCE AND TREATMENT SYSTEMS WHICH HAVE A MAXIMUM SLOPE OF 4:1 (EXCEPT BELOW THE WATER TABLE WHERE SHARPER SLOPES ARE PERMISSIBLE.)
- PIPED STORMWATER SYSTEMS SHALL HAVE A MINIMUM DRAINAGE MAINTENANCE EASEMENT WIDTH OF 20 FEET, AND MAY BE INCREASED DEPENDING UPON THE SIZE AND DEPTH OF PIPE.
- NORMAL ROADSIDE SWALES ARE PERMITTED TO BE CONSTRUCTED TO A MAXIMUM DEPTH OF 18" BELOW THE OUTSIDE EDGE OF PAVEMENT OR CONCRETE CURB.
- CONCRETE EROSION CONTROL MUST BE PROVIDED WHERE SWALES OR CULVERTS INTERCEPT DRAINAGE DITCHES.
- LAKE INFLOW AND OUTLET STRUCTURES SHALL GENERALLY BE CONSTRUCTED WITH REINFORCED CONCRETE AND SHALL BE SUBJECT TO THE APPROVAL OF THE CITY. SKIMMERS FOR WET PONDS SHALL BE CONSTRUCTED SUCH THAT THE BOTTOM EXTENDS 6" BELOW THE NORMAL WATER LEVEL AND 6" ABOVE THE OVERFLOW. FOR DRY PONDS, THE SKIMMER BOTTOM SHALL BE SET 6" BELOW THE LOWEST OVERFLOW ELEVATION AND 6" ABOVE THE HIGHEST POINT OF OVERFLOW. ALL SKIMMERS SHALL BE CONSTRUCTED OF MINIMUM 1/4" THICK ALUMINUM OR FIBERGLASS ADEQUATELY SUPPORTED TO PREVENT DEFLECTION.
- SOIL EROSION CONTROL MEASURES, SATISFACTORY TO THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AND THE CITY, SHALL BE EMPLOYED DURING CONSTRUCTION.
- THE CITY MAY REQUEST THAT THE DEVELOPER SUBMIT A REPORT BY A QUALIFIED HYDROLOGIST ON THE IMPACT THE LAKE WILL HAVE ON NEIGHBORING WATER TABLE ELEVATIONS BOTH DURING CONSTRUCTION AND AFTER LAKE COMPLETION. THE CITY MAY REQUIRE GROUNDWATER MONITORING DURING THE LAKE EXCAVATION.
- ADEQUATE MAINTENANCE EASEMENTS OR RIGHTS-OF-WAY AS APPROVED BY THE CITY SHALL BE PROVIDED AROUND THE ENTIRE PERIMETER OF ALL LAKES AND ASSOCIATED OUTFALLS DISCHARGING INTO AND OUT OF LAKES. APPLICABLE CROSS SECTIONS SHALL BE INCLUDED ON FINAL DEVELOPMENT PLANS.
- DEVELOPMENT PLANS FOR ALL STORMWATER MANAGEMENT SYSTEMS SHALL CONTAIN: POP-OFF DATA (OVERFLOW), BOTTOM ELEVATION, NORMAL WATER LEVELS, MEAN ANNUAL SEASONAL HIGH WATER TABLE ELEVATION, TREATMENT VOLUME AND CORRESPONDING ELEVATION, 100 YEAR HIGH WATER LEVELS, AND THE DESIGN TAILWATER ELEVATION (IF APPLICABLE).

STORM DRAINAGE DESIGN AND CONSTRUCTION NOTES

- ALL MATERIALS AND INSTALLATION METHODS USED FOR LAND DEVELOPMENT CODE REQUIRED IMPROVEMENTS FOR SUBDIVISIONS AND SITE PLANS SHALL BE IN CONFORMANCE WITH THE CITY, FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION), AND THE FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS (LATEST EDITION).
- ALL STORM SEWERS AND CULVERTS LOCATED IN ROADWAY RIGHTS-OF-WAY AND ROADWAY EASEMENTS SHALL BE A MINIMUM OF CLASS III REINFORCED CONCRETE PIPE, OUTSIDE OF ROADWAY EASEMENTS AND R.O.W. PIPE MAY BE MADE OF ALTERNATE MATERIALS INCLUDING:
 - SMOOTH INNER WALL HIGH DENSITY POLYETHYLENE (HDPE) IN ACCORDANCE WITH AASHTO M-284, AASHTO M-7, ASTM D3350 AND ASTM D2412 FOR SIZES UP TO 42" IN DIAMETER.
 - PVC IN ACCORDANCE WITH THE PROVISION NOTED IN THE "SEWER DETAILS" OF THESE SPECIFICATIONS.
 - ALL STORM SEWER PIPE JOINTS LOCATED IN ROADWAY RIGHTS-OF-WAY AND ROADWAY EASEMENTS SHALL BE ENTIRELY WRAPPED WITH FILTER FABRIC WITH A MINIMUM WIDTH OF 24" AND A MINIMUM OF 24" OVERLAP SECURED WITH PLASTIC OR STAINLESS STEEL BANDS. GASKETS ARE NOT PERMITTED AS AN EQUIVALENT SUBSTITUTE FOR MEETING THIS REQUIREMENT. THIS PRACTICE IS ENCOURAGED ON PRIVATE SITES ADDITIONALLY, ALL JOINTS SHALL BE RUBBER GASKETED FOR BOTH ROUND AND ELLIPTICAL PIPE.
 - DEPTH OF COVER MEASURED TO THE TOP OF PIPE (NOT INCLUDING THE BELL JOINT) SHALL BE A MINIMUM OF 1 FOOT. DEVIATION FROM THIS REQUIREMENT MAY BE ALLOWED BY INCREASING THE PIPE'S STRUCTURAL CAPACITY. THIS DEVIATION MUST BE SPECIFIED ON THE PLANS APPROVED FOR CONSTRUCTION AND SUBSEQUENTLY REFLECTED ON THE SHOP DRAWINGS AND AS-BUILT PLANS.
 - ALL STORM DRAINAGE PIPES LOCATED IN ROADWAY RIGHTS-OF-WAY AND ROADWAY EASEMENTS SHALL BE A MINIMUM OF FIFTEEN (15") DIAMETER OR EQUIVALENT AND BE DESIGNED FOR A MINIMUM OF A TWENTY-FIVE (25) YEAR STORM OF TWENTY-FOUR (24) HOUR DURATION. STORM DRAINAGE PIPES SMALLER THAN 15" ARE PERMITTED ON PRIVATE SITE PLANS PROVIDING THAT MAINTENANCE SHALL BE PERFORMED BY THE OWNER.
 - STORM INLETS, MANHOLES, AND CATCH BASINS SHALL BE EITHER POURED IN PLACE OR PRECAST REINFORCED CONCRETE. STRUCTURES SHALL BE REQUIRED AT EACH CHANGE OF PIPE SIZE OR CHANGE IN PIPE DIRECTION. ALL STRUCTURES SHALL BE IN COMPLIANCE WITH ASTM C-478 AND SHALL HAVE 8" THICK WALLS. 6" THICK WALLS MAY BE PERMITTED PROVIDING THAT THE PLANS SPECIFY INCREASED REINFORCEMENT IN ACCORDANCE WITH FDOT STANDARD INDEX NO. 201 IN ADDITION, THIS REQUIREMENT MUST BE REFLECTED ON BOTH THE SHOP DRAWING AND AS-BUILT PLANS.
 - STORM INLETS SHALL BE SPACED IN SUCH A MANNER AS TO ACCEPT ONE HUNDRED (100) PERCENT OF THE DESIGN STORM RUNOFF WITHOUT IMPEDING THE FLOW OF TRAFFIC. FOR ROADWAY SECTIONS WITH DESIGN SPEEDS OF 45 MPH AND LESS AND WITHOUT FULL WIDTH SHOULDER, SPREAD RESULTING FROM A RAINFALL INTENSITY OF FOUR INCHES (4") PER HOUR SHALL NOT EXCEED ONE-HALF (1/2) OF THE TRAVEL LANE ADJACENT TO THE GUTTER. FOR SITE PLANS, INLET SPACING SHALL BE DESIGNED TO ACCEPT ONE HUNDRED (100) PERCENT OF THE RUNOFF FROM A RAINFALL INTENSITY OF FOUR INCHES (4") PER HOUR WITHOUT RESULTING IN PONDING OF WATER AROUND THE INLET.
 - RETENTION AREA WATER DEPTH SHALL BE FOUR FEET (4') MINIMUM TO TWELVE FEET (12') MAXIMUM, MEASURED FROM THE N.W.L. (NORMAL WATER LEVEL).



- NOTES:
- PAVING REPLACEMENT SHALL INCLUDE RAISING ALL MANHOLE FRAMES AND LIDS AND VALVE BOXES AND LIDS (AND SIMILAR APPURTENANCES) TO FINAL ELEVATION PRIOR TO RESURFACING.
 - SUBBASE TO BE COMPACTED TO 98% MAXIMUM DENSITY AASHTO T-180.
 - IN AREAS WHERE CONCRETE PAVEMENT IS TO BE UTILIZED, 3000 PSI - 28 DAY STRENGTH CONCRETE PAVEMENT MAY BE PERMITTED PROVIDED THAT THE SUBJECT AREA WILL REMAIN FREE OF VEHICULAR TRAFFIC FOR A MINIMUM OF 3 DAYS.



	STANDARD CONSTRUCTION DETAIL STORM DRAINAGE DESIGN AND CONSTRUCTION NOTES	FILE NAME: ST4.DWG	DETAIL REF: ST-4
	REV. 12/08		

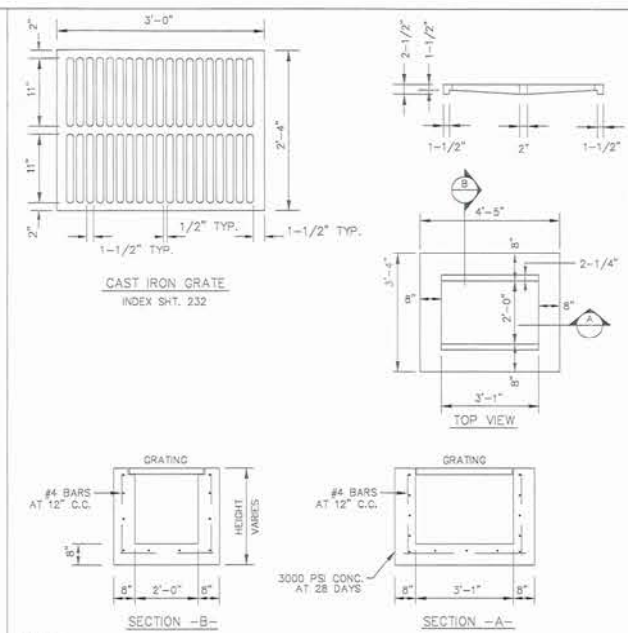
	STANDARD CONSTRUCTION DETAIL PAVEMENT TRENCH RESTORATION	FILE NAME: ST3.DWG	DETAIL REF: ST-3
	REV. 12/08		

	STANDARD CONSTRUCTION DETAIL STORM INLET APRON	FILE NAME: ST1.DWG	DETAIL REF: ST-1
	REV. 12/08		

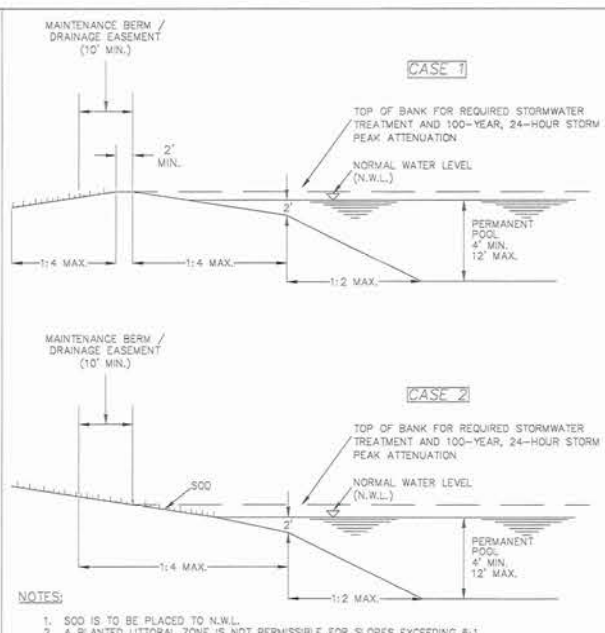
REQUIREMENTS FOR AS-BUILT DRAWINGS

IN ORDER TO ENSURE THAT NEW SUBDIVISIONS AND SITE PLANS ARE CONSTRUCTED SUBSTANTIALLY IN ACCORDANCE WITH CITY REGULATIONS AND THE APPROVED DRAWINGS, THE FOLLOWING INFORMATION IS REQUIRED ON ALL SUBDIVISION AS-BUILT DRAWINGS.

- INDIVIDUAL PLAN AND PROFILE SHEETS FOR ALL ROADS AND SANITARY SEWER LINES, SHOWING MANHOLES, INLETS, AND PIPE CROSSINGS. PLAN AND PROFILE SHEETS SHALL SHOW SANITARY LINES AND ALL OTHER BURIED UTILITIES THAT CROSS SEWER LINES, AND ANY THAT PARALLEL AND ARE WITHIN TEN FEET OF SANITARY SEWER LINES. PLAN VIEWS SHALL BE DRAWN AT A SCALE OF ONE (1) INCH EQUAL TO FORTY (40) FEET HORIZONTAL. PROFILES SHALL BE DRAWN AT ONE (1) INCH EQUAL TO FOUR (4) FEET VERTICAL.
- PAVEMENT AND CURB WIDTHS SHALL BE VERIFIED AND DIMENSIONED FOR EACH STREET AT EACH BLOCK. (FOR SUBDIVISIONS) AND AS APPROPRIATE TO CONFIRM PAVING LIMITS (ON SITE PLANS).
- ALL RADII AT INTERSECTIONS SHALL BE VERIFIED AND DIMENSIONED. THIS INFORMATION IS TO BE CLEARLY INDICATED ON THE AS-BUILT.
- ROADWAY ELEVATIONS SHALL BE RECORDED AT ALL GRADE CHANGES, 100' INTERVALS LONG ROADWAY, AND OTHER INTERVALS AS NEEDED ALONG ALL STREETS. STREET CENTERLINE AND CURB INVERT ELEVATIONS SHALL BE RECORDED AS NOTED. THE AS-BUILT CENTERLINE PROFILE OF ALL STREETS SHALL ALSO BE SHOWN ON THE PLAN AND PROFILE SO IT MAY BE COMPARED TO THE DESIGN PROFILE GRADE LINES. IN THE EVENT THAT THE AS-BUILT CENTERLINE LONGITUDINAL GRADE DOES NOT MEET THE CITY MINIMUM STANDARDS, ADDITIONAL LONGITUDINAL GRADES OF THE ADJACENT CURBING AND SIMILAR ROADWAY CROSS-SECTION SURVEYS TO VERIFY THE CORRECT CROSS SLOPE, SHALL BE REQUIRED TO VERIFY THAT THE SYSTEM WILL FUNCTION AS ORIGINALLY DESIGNED.
- STORM DRAINAGE STRUCTURES SHALL BE LOCATED AND / OR DIMENSIONED FROM CENTERLINES OR LOT LINES AS APPROPRIATE.
- STORM DRAINAGE PIPE INVERT AND INLET ELEVATIONS SHALL BE RECORDED AND CLEARLY DENOTED AS AS-BUILT INFORMATION. DESIGN ELEVATIONS SHALL BE CROSSED OUT AND AS-BUILT INFORMATION WRITTEN NEXT TO IT.
- STORM DRAINAGE PIPE MATERIAL, LENGTH, AND SIZE SHALL BE MEASURED AND / OR VERIFIED. THIS INFORMATION IS TO BE CLEARLY INDICATED AS BEING AS-BUILT INFORMATION.
- ALL APPLICABLE TOPOGRAPHIC INFORMATION PERTINENT TO THE ON-SITE DRAINAGE SYSTEM, SUCH AS DITCHES, SWALES, LAKES, CANALS, ETC. THAT ARE DEEMED NECESSARY BY THE CITY TO VERIFY THE FUNCTIONAL PERFORMANCE OF THE STORMWATER SYSTEM, SHALL BE NOTED. NORMALLY, RECORDING ELEVATIONS EVERY 100 FEET AT THE TOP OF BANK AND TOE OF SLOPE WILL BE REQUIRED. MEASUREMENTS SHALL BE TAKEN AND RECORDED IN ORDER TO ACCURATELY TIE DOWN THESE FEATURES TO THE ROADWAY CENTERLINES AND TO PLAT LINES WHENEVER POSSIBLE, CONTOUR LINES SHALL BE UTILIZED TO GRAPHICALLY DESCRIBE THESE TOPOGRAPHIC FEATURES.
- RETENTION AREAS SHALL HAVE THEIR TOP-OF-BANK AND BOTTOM ELEVATIONS RECORDED. ACTUAL MEASUREMENTS SHALL BE TAKEN AND DIMENSIONS RECORDED OF THE SIZE OF ALL RETENTION AREAS. MEASUREMENTS SHALL BE DONE FROM TOP-OF-BANK TO TOP-OF-BANK WITH SIDE SLOPES INDICATED. SEPARATE CALCULATIONS SHALL BE SUBMITTED TO INDICATE REQUIRED AND PROVIDED RETENTION VOLUMES.
- ALL MATERIALS USED AND ELEVATIONS AND DIMENSIONS OF OVERFLOW WEIR STRUCTURES AND SKIMMERS SHALL BE NOTED ON THE AS-BUILT.
- STORM DRAINAGE SWALE CENTERLINES SHALL BE LOCATED AND ELEVATIONS OF FLOW LINE AND TOP OF BANK SHALL BE RECORDED EVERY 100 FEET. SIDE SLOPES SHALL ALSO BE INDICATED.



- NOTE:
- 6" THICK WALLS MAY BE PERMITTED, PROVIDING THAT THE INCREASED REINFORCEMENT IN ACCORDANCE WITH FDOT STANDARD INDEX NO. 201 IS INSTALLED. THIS MUST BE REFLECTED ON THE DESIGN PLANS, SHOP DRAWINGS, AND AS-BUILT.



- NOTES:
- S.O.D. IS TO BE PLACED TO N.W.L.
 - A PLANTED LITTORAL ZONE IS NOT PERMISSIBLE FOR SLOPES EXCEEDING 6:1.
 - AS AN OPTION TO A LITTORAL ZONE, THE DESIGNER CAN EITHER:
 - PROVIDE AN ADDITIONAL 50% OF THE PERMANENT POOL VOLUME, AS REQUIRED, OR
 - PROVIDE PRETREATMENT OF THE STORMWATER PRIOR TO ENTERING THE WET DETENTION POND.
 - CASE 1 BERM SHALL REQUIRE THE INSTALLATION OF IMPERVIOUS SOILS OR OTHER METHODS TO PREVENT TRANSMISSION OF WATER.

	STANDARD CONSTRUCTION DETAIL REQUIREMENTS FOR AS-BUILT DRAWINGS	FILE NAME: M1.DWG	DETAIL REF: M-1
	REV. 12/08		

	STANDARD CONSTRUCTION DETAIL WET RETENTION POND	FILE NAME: ST10.DWG	DETAIL REF: ST-10
	REV. 12/08		

	STANDARD CONSTRUCTION DETAIL STORM DRAINAGE DESIGN AND CONSTRUCTION NOTES	FILE NAME: ST6.DWG	DETAIL REF: ST-6
	REV. 12/08		

SHEET NO.

	STANDARD CONSTRUCTION DETAIL ROAD BARRICADE	FILE NAME: M9.DWG
		DETAIL REF: M-9
REV. 12/08		

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City of Port Orange Public Utilities Department
List of Approved Products

Sanitary Sewer & Force Main12/08

Air Release Valves

MANUFACTURER	MODEL #
A.R.I.	D-025P (Plastic)

Gate Valves and Tapping Valves – Resilient Seated (AWWA C509 and C515) 24" or Smaller

MANUFACTURER	MODEL #
American AVK Co.	Series 3, 18, 25, 45, 55, & 66
Clow	Model 2638 and 2639
Mueller	A-2360, A-2361, T-2360 & T-2361
American Flow Control	Series 2500

Joints Restrained – PVC Only

MANUFACTURER	MODEL #
EBBA Iron Inc	Series 1500/1600 2000/2500/2800
Star Pipe	Stargrip Series 1000/1100/1200/4000
Sigma	One-Lock SLC PVC-Lok for PVC
Smith-Blair	Cam-Lock (111 & 120) & Bell-Lock (115 & 165)

STANDARD CONSTRUCTION DETAIL
SANITARY SEWER & FORCE MAIN
APPROVED PRODUCTS

FILE NAME
S5.DOC
DETAIL REF.
S-5

City of Port Orange Public Utilities Department
List of Approved Products

Sanitary Sewer & Force Main12/08

Force Main Fittings – PVC and DIP Class 350 (with Protecto 401 Ceramic Epoxy)

C-900, C-905 or C-907

MANUFACTURER	MODEL #
Harco	
Multi-Fittings	
Plastic Trends	
Head	
Tyler/Union (Lined with Protecto 401 Ceramic Epoxy)	

Manhole and Lift Station Wet Well Rehabilitation Liner

MANUFACTURER	MODEL #
Raven 405	
1/2" Minimum Thick Fiberglass Liner (cylinder)	

STANDARD CONSTRUCTION DETAIL
SANITARY SEWER & FORCE MAIN
APPROVED PRODUCTS

FILE NAME
S5.DOC
DETAIL REF.
S-5

C.I. FRAME AND COVER TO MEET MUNICIPAL STANDARDS

PAVEMENT

CONCRETE RING

BASE

MIN 21"

1'-0"

18"-36"

TOP OF BASE

12" RING OF CONCRETE TO BE PLACED AROUND MANHOLE FRAME PRIOR TO PAVING OF ROADWAY FROM TOP OF CONC TO BASE FINISH GRADE.

ADJUST TO FINISHED GRADE W/ SEWER BRICK AND MORTAR. (MAX. 12")

(HOPE ADJUSTING RING OR PRE-FORMED CONC-RINGS MAY BE SUBSTITUTED FOR BRICK)

WALL REINFORCEMENT PER ASTM C-478

4000 PSI @ 28 DAY CONCRETE, TYPE II CEMENT

COAL TAR EPOXY COATING OR APPROVED EQUAL

INTERIOR: 16 MILS (2 COATS)

EXTERIOR: 8 MILS (1 COAT)

4'-0" MINIMUM INSIDE DIAMETER

MANHOLE

BRICK AND MORTAR INVERT

8" MIN. WALL THICKNESS

RUBBER BOOT CONNECTION (SEE DETAIL S-13)

MIN 1"

MINIMUM OF 1" #57 AGGREGATE SHALL BE USED UNDER WET CONDITIONS FOR BEDDING OF STRUCTURE AS DIRECTED BY CITY

8" MINIMUM BASE THICKNESS

TYPICAL BASE REINFORCEMENT SHALL BE NO.4 BARS @ 12" O.C. FOR DEPTHS UNDER 6 FT., NO.4 BARS @ 8" O.C. FOR GREATER DEPTHS.

NOTES:
1. ON TRANSITIONS BETWEEN LARGER DIAMETER AND SMALLER SEWER COLLECTORS, OR THE TOP OF THE INSIDE OF THE TWO SEWER PIPES SHALL BE MATCHED.
2. NON-PENETRATING PICK-HOLES IN ALL CONCRETE SECTIONS.
3. USE FARBERITTE BITUMASTIC SEALER BETWEEN SECTIONS OF MANHOLES.
4. 0.1' - DROP ACROSS MANHOLE TYP.
5. MAXIMUM DEPTH NOT TO EXCEED 15.0 FEET MEASURED FROM MANHOLE TOP TO INSIDE BOTTOM.

STANDARD CONSTRUCTION DETAIL
STANDARD MANHOLE

FILE NAME:
S6.DWG
DETAIL REF:
S-6
REV. 12/08

CITY OF PORT ORANGE
FLORIDA

SANITARY SEWER

2 NON-PENETRATING PICKHOLES

25 1/2"

24"

25 3/4"

29 1/2"

1 1/2"

4"

NOTES:
1- MATERIAL: ASTM-A48 CLASS 35B GRAY IRON
2- RING WT.: 85 LBS. APP.
3- COVER WT.: 120 LBS. APP.

STANDARD CONSTRUCTION DETAIL
SANITARY SEWER COVER & GENERAL NOTES
USF 117 RING & BL COVER

FILE NAME:
S7.DWG
DETAIL REF.
S-7
REV. 12/08

C.I. FRAME AND COVER TO MEET MUNICIPAL STANDARDS FOR DOUBLE MANHOLE COVER (SEE DETAIL S-5B)

PAVEMENT

CONCRETE RING

BASE

MIN 21"

1'-0"

18"-36"

TOP OF BASE

12" RING OF CONCRETE TO BE PLACED AROUND MANHOLE FRAME PRIOR TO PAVING OF ROADWAY TO FILL OPENING OUT IN BASE.

ADJUST TO FINISHED GRADE W/ SEWER BRICK AND MORTAR. (MAX. 12")

(HOPE ADJUSTING RINGS, OR PRE-FORMED CONC-RINGS MAY BE SUBSTITUTED FOR BRICK)

WALL REINFORCEMENT PER ASTM C-478

4000 PSI @ 28 DAY CONCRETE W/ TYPE II CEMENT

COAL TAR EPOXY COATING OR APPROVED EQUAL

INTERIOR: 16 MILS (2 COATS)

EXTERIOR: 8 MILS (1 COAT)

4'-0" MIN. DIAMETER

MANHOLE

BRICK AND MORTAR INVERT

8" MIN. WALL THICKNESS

RUBBER BOOT CONNECTION (SEE DETAIL S-13)

MIN 1"

MINIMUM OF 1" #57 AGGREGATE AS REQD.

8" MINIMUM BASE THICKNESS

TYPICAL BASE REINFORCEMENT SHALL BE NO.4 BARS @ 12" O.C. FOR DEPTHS UNDER 6 FT.

SECTION - SHALLOW MANHOLE
USE FOR MANHOLES OF 5'-0" OR LESS IN DEPTH

NOTES:
1. INSTALL EZ-WRAP PLASTIC OR EQUAL AT ALL JOINTS (MINIMUM 9" WIDTH).
2. NON-PENETRATING PICK-HOLES IN ALL CONCRETE SECTIONS.
3. USE FARBERITTE BITUMASTIC SEALER BETWEEN SECTIONS OF MANHOLE.

STANDARD CONSTRUCTION DETAIL
SHALLOW MANHOLE

FILE NAME:
S8.DWG
DETAIL REF.
S-8
REV. 06/11

MANHOLE WALL

MANHOLE INVERT

PIPE

RUBBER BOOT MANHOLE COUPLING (FACTORY INSTALLED) W/ STAINLESS STEEL STRAP

MANHOLE PIPE CONNECTION DETAIL
FOR NEW CONNECTIONS IN EXISTING MANHOLES

INSIDE WALL

OUTSIDE WALL

PRE-PRIMED JOINT SURFACE

PRE-PRIMED JOINT SURFACES

COMPLETED JOINT WITH SQUEEZE OUT

PRE-MOLDED PLASTIC JOINT SEALER WITH PROTECTIVE WRAPPER (REMOVED)

INSTALL EZ-WRAP PLASTIC OR EQUAL AT ALL JOINTS (9" MINIMUM WIDTH)

RAM-NECK

PRECAST JOINT CONNECTION

NOTES:
1. ALL NEW CONNECTIONS TO EXISTING SANITARY SEWER MANHOLES SHALL UTILIZE A CORING METHOD AND THE IN-FIELD INSTALLATION OF A RUBBER BOOT INTO THE MANHOLE.

STANDARD CONSTRUCTION DETAIL
RUBBER BOOT AND PRECAST JOINT CONNECTION.

FILE NAME:
S13.DWG
DETAIL REF.
S-13
REV. 12/08

Dewberry Engineers Inc.
805 NORTH MAGNOLIA AVE
ORLANDO, FL 32803
SUITE 1000
PHONE: 407.843.5120
ENGINEERING BUSINESS -4794

WESTPORT RESERVE
(PHASE 2B)

PORT ORANGE, FL

7/19/2016

SEAL

No.	DATE	BY	Description
REVISIONS			
DRAWN BY	TFS		
APPROVED BY	DMV		
CHECKED BY	NPS		
DATE	JANUARY 2018		
DATUM	NAVD 88		

CITY
SEWER
DETAILS

PROJECT NO. 50079046 (CC 1)

C25

SHEET NO.

**WESTPORT RESERVE
(PHASE 2B)**

PORT ORANGE, FL

7/19/2016

SEAL

TITLE

**CITY
SEWER
DETAILS**

PROJECT NO. 50079046 (CC 1)

C26

SHEET NO.

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No.	DATE	BY	Description
REVISIONS			
DRAWN BY	JFS		
APPROVED BY	DMV		
CHECKED BY	NPS		
DATE	JANUARY 2016		
DATUM	NAVD 88		

TITLE

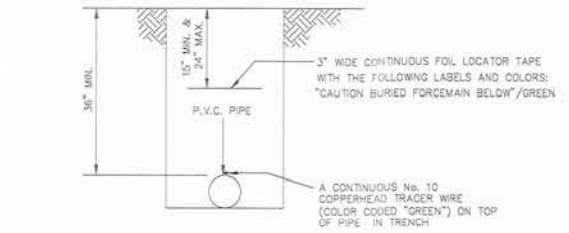
**CITY
SEWER
DETAILS**

PROJECT NO. 50079046 (CC 1)

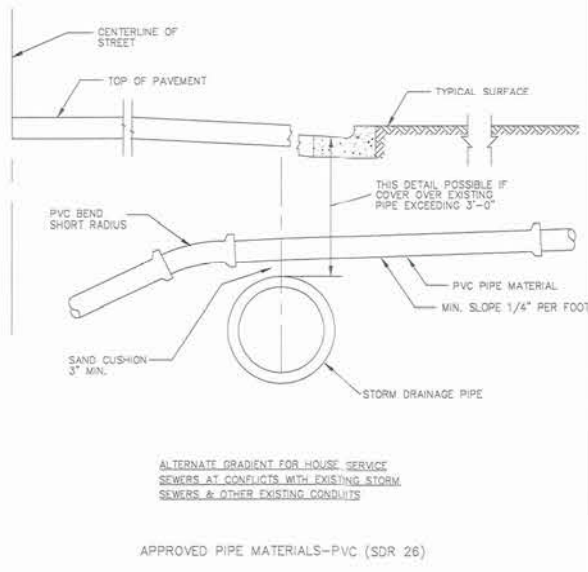
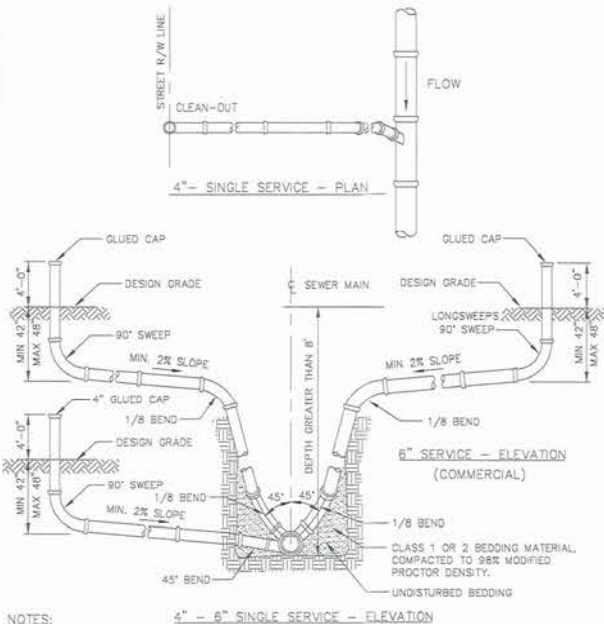
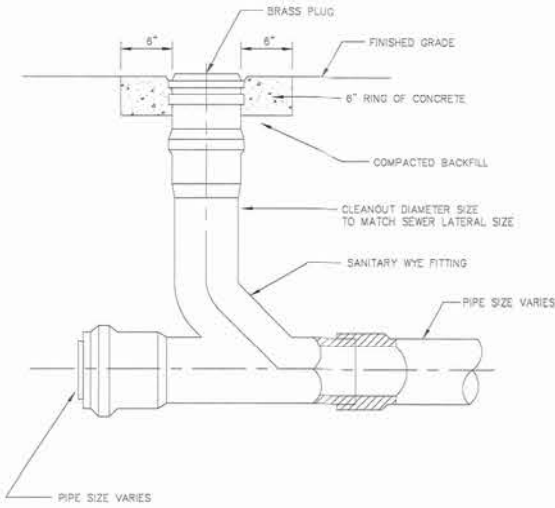
C26

SHEET NO.

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- NOTE:
- 1) A CONTINUOUS No. 10 COPPERHEAD TRACER WIRE TO BE INSTALLED WITH ALL NON-METALLIC PIPE. WIRE SHALL BE BROUGHT UP TO GRADE AT ALL VALVES OUTSIDE P.V.C. SLEEVE, (SEE DETAIL W-6).
 - 2) ALL TRACER WIRES SHALL BE INTERCONNECTED WITH WATER PROOF WIRE NUT CAP OR WITH SIMILAR WATER PROOF SPLICE KIT AT ANY SPLICE AND WHERE SERVICES CONNECT TO MAINS.
 - 3) A SUCCESSFUL CONTINUITY TEST SHALL BE CONDUCTED AND WITNESSED BY A CITY INSPECTOR AT THE COMPLETION OF TRACER WIRE INSTALLATION.

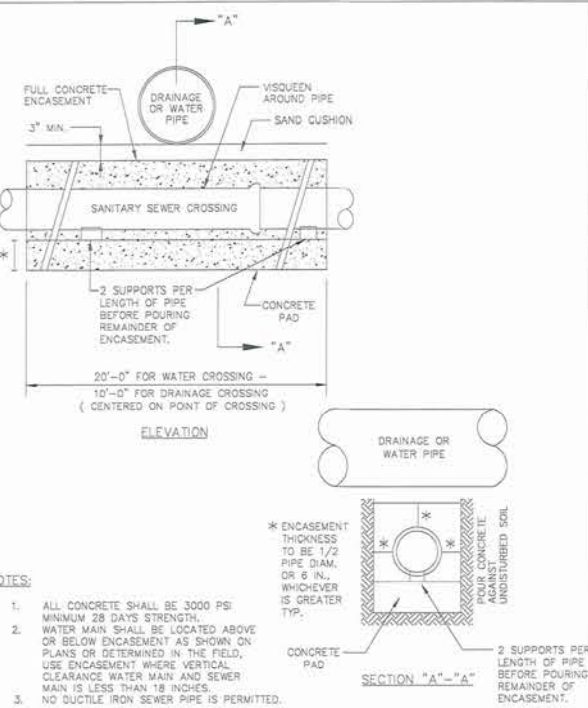
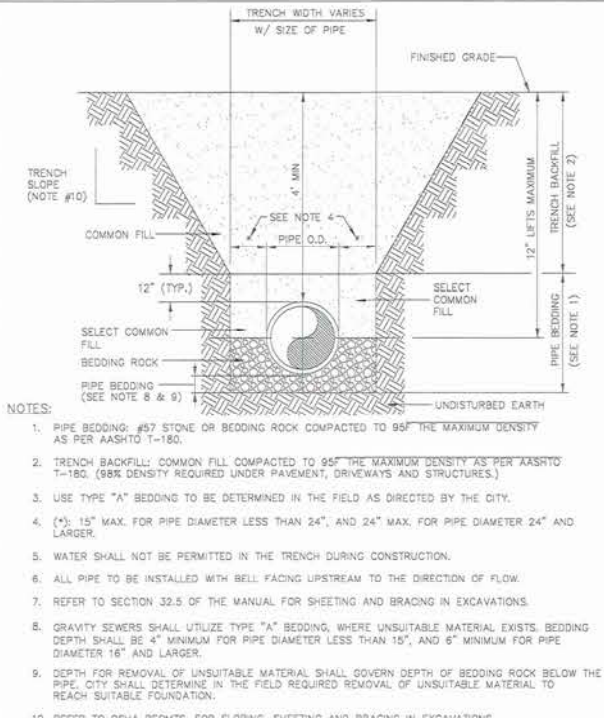
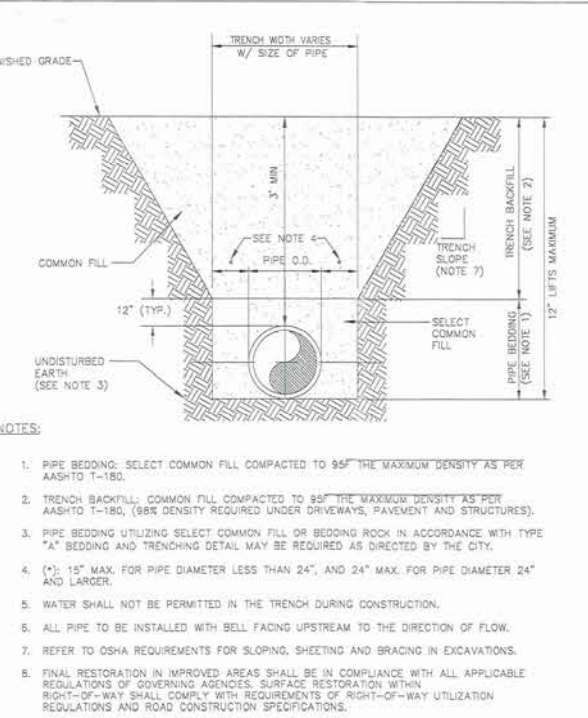
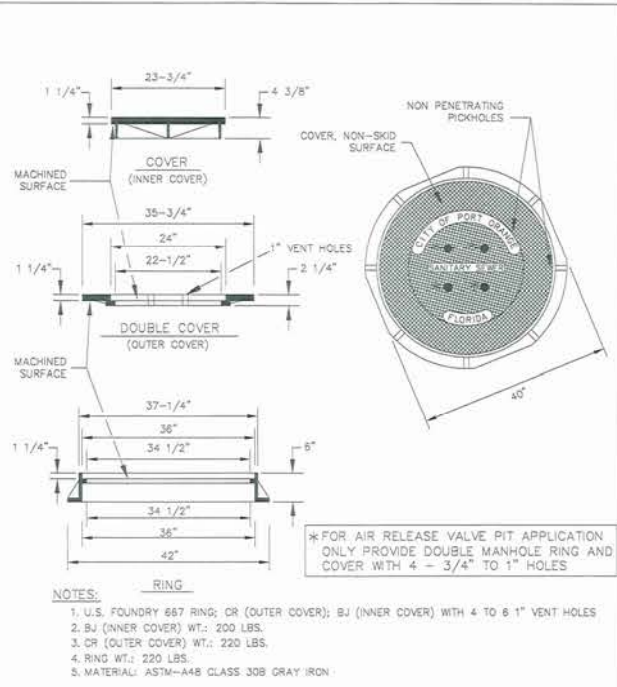


FILE NAME:	S16.DWG
DETAIL REF:	S-16
REV. 12/08	

FILE NAME:	S15.DWG
DETAIL REF:	S-15
REV. 12/08	

FILE NAME:	S14.DWG
DETAIL REF:	S-14
REV. 12/08	

FILE NAME:	S18.DWG
DETAIL REF:	S-18
REV. 12/08	



FILE NAME:	S29.DWG
DETAIL REF:	S-29
REV. 12/08	

FILE NAME:	S28.DWG
DETAIL REF:	S-28
REV. 12/08	

FILE NAME:	S27.DWG
DETAIL REF:	S-27
REV. 12/08	

FILE NAME:	S18.DWG
DETAIL REF:	S-18
REV. 12/08	

POTABLE WATER DESIGN NOTES

- ALL SINGLE RESIDENTIAL WATER SERVICES SHALL BE 1", DOUBLE RESIDENTIAL SERVICES SHALL ALSO BE 1", AND COMMERCIAL SERVICES SHALL BE 1" OR 2". NO 1 1/2" SERVICES ARE ALLOWED. POLYETHYLENE TUBING SHALL BE USED, IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS: POLYETHYLENE TUBING SHALL BE CTS 3408 HIGH DENSITY TUBING, BLUE IN COLOR, AND RATED FOR A MINIMUM OF 200 P.S.I. WITH SDR OF 9 (CTS). THE TUBING SHALL HAVE A VIRGIN HIGH DENSITY POLYETHYLENE CENTER FOR WHICH THE MANUFACTURER SHALL FURNISH A CERTIFICATE OF PURITY. THE TUBING SHALL HAVE UV PROTECTION AND SHALL NOT BE AFFECTED BY DIRECT SUNLIGHT. THE TUBING SHALL COMPLY WITH OR EXCEED THE APPLICABLE STANDARDS OF A.S.T.M. D1248, D3350, D2239, D2737, N.F.S. 14 AND A.W.W.A. C901 AND SHALL COME WITH A LIFETIME WARRANTY. ACCEPTABLE MANUFACTURERS: ENDOT ENDOPURE.
- WATER VALVES SHALL BE PLACED AT ALL STREET INTERSECTIONS AND AT MAXIMUM SPACINGS OF 1,000.0 FEET.
- AT ALL WATER MAIN TEES AND CROSSES, VALVES SHALL BE INSTALLED ON ALL LEGS EXCEPT ONE.
- APPROVED WATER VALVE TYPES ARE THE FOLLOWING:
 - RESILIENT SEATED GATE VALVES EQUAL TO OR LESS THAN 24" DIAMETER (AWWA C-515)
 - BUTTERFLY VALVES GREATER THAN 24" (AWWA C-504)
 - TAPPING VALVES WITH MECHANICAL TAPPING SLEEVE
- TYPICALLY, A MINIMUM OF ONE FIRE HYDRANT SHALL BE LOCATED AT EVERY INTERSECTION. OTHER FIRE HYDRANTS SHALL BE LOCATED SO AS TO PRODUCE A MAXIMUM 250.0 FEET AND/OR MEETING THE LATEST NFPA CODE HOSE LAY ALONG THE STREET FOR ALL RESIDENTIAL BUILDINGS. ALL BUILDINGS WITH FIRE PROTECTION SPRINKLER SYSTEM, THE FIRE DEPARTMENT CONNECTION (FDC) MUST BE WITHIN 50.0 FEET OF UNOBSTRUCTED DISTANCE TO AN APPROVED FIRE HYDRANT LOCATION BY THE FIRE MARSHALL AND OR PUBLIC UTILITIES ENGINEER.
- AS STANDARD PRACTICE, WATER MAINS SHALL BE INSTALLED 4 FEET OFF THE BACK OF CURB OR AS APPROVED BY THE CITY.
- ALL WATER MAINS SHALL BE NSF AND/OR AWWA APPROVED FOR POTABLE WATER USE, AND SHALL HAVE A MINIMUM COVER OF 36 INCHES (3.0 FEET) AND A MAXIMUM DEPTH OF 48 INCHES (4.0 FEET) FROM FINAL GRADE EXCEPT AT LOCATIONS OF UTILITY CROSSINGS OR WITH SPECIAL APPROVAL WHEN IT IS DETERMINED TO BE IN THE BEST INTEREST OF THE CITY.
- WATER MAINS SHALL BE C-900 PVC OR C-905 CL 150 (COLOR "BLUE") OR D.I.P. PRESSURE CLASS 350 STANDARD CEMENT LINED UNLESS OTHERWISE APPROVED BY THE CITY.
- WATER DISTRIBUTION SYSTEM SHALL BE DESIGNED TO COMPLY WITH THE CITY'S LATEST FIRE (WATER) FLOW CODE. ALL DEDICATED FIRE LINES SHALL BE INDEPENDENT OF ALL OTHER DOMESTIC WATER SERVICES.
- MEGALUGS, BOLTLESS RESTRAINED JOINTS OR GRIPPER GASKETS SHALL BE USED ON ALL RESTRAINED JOINT INSTALLATIONS. MINIMUM DEPTH OF BURY ON PIPES NOT MEETING REQUIRED COVER REQUIREMENTS SHALL FOLLOW THE MOST RECENT DIPRA THRUST RESTRAINT DESIGN GUIDELINES USING TORQUE WRENCHES PER MANUFACTURER'S RECOMMENDATION.
- WATER SERVICES SHALL BE NORMALLY DOUBLE 1" SERVICES LOCATED AT SIDE LOT LINES. INSTANCES WHERE SERVICES NEED TO BE OFFSET, 1" SINGLE SERVICES SHALL BE SPECIFIED. THESE SERVICES MAY BE OFFSET A MAXIMUM OF 2.0' FROM SIDE LOT LINES.
- THE CITY REQUIRES DOUBLE WATER SERVICE INSTALLATIONS WHEREVER FEASIBLE. WHEN DESIGN CONFLICTS EXIST, SINGLE WATER SERVICES MAY BE ALLOWED. THIS MAY APPLY AT STORMWATER INLETS, FIRE HYDRANTS, FPL TRANSFORMERS, ETC., AND OTHER LOCATIONS DEEMED APPROPRIATE BY THE CITY.



STANDARD CONSTRUCTION DETAIL
POTABLE WATER DESIGN NOTES

FILE NAME
W1.DOC

DETAIL REF.
W-1

REV. 12/08

POTABLE WATER DESIGN NOTES CONT'D

- ALL PROPOSED POTABLE WATER MAINS SHALL BE FLUSHED, DISINFECTED, PRESSURE TESTED AND BACTERIOLOGICALLY CLEARED FOR SERVICE WHEN APPROPRIATE IN ACCORDANCE WITH THE LATEST AWWA STANDARDS AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REQUIREMENTS. THE CONTRACTOR SHALL NOTIFY THE CITY'S DESIGNATED SITE INSPECTOR WHO SHALL COORDINATE WITH CITY PERSONNEL AT THE WATER TREATMENT PLANT AT LEAST 2 BUSINESS DAYS PRIOR TO BEGINNING FLUSH OF THE MAINS AND PRIOR TO THE COMMENCEMENT OF PRESSURE TESTING.
- FOR CONSTRUCTION PURPOSES, THE PLANS SHALL DIMENSION THE PROPOSED LOCATIONS OF ALL WATER MAINS MEASURED FROM THE BACK OF CURB (OR EDGE OF PAVEMENT, IF NO CURB IS USED).
- LANDSCAPE PLANS SHALL CLEARLY DEPICT THE DESIGN LOCATION OF PLANTINGS RELATIVE TO THE LOCATION OF PUBLIC UTILITIES AND STORMWATER INFRASTRUCTURE IN ORDER TO EVALUATE POTENTIAL CONFLICTS.
- NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED STORM SEWER, STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER.
- REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.
- NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET, AND PREFERABLY TEN FEET, BETWEEN THE OUTSIDE OF ANY EXISTING OR PROPOSED VACUUM-TYPE SANITARY SEWER.
- NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST SIX FEET, AND PREFERABLY TEN FEET, BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY- OR PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610 F.A.C. THE MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN WATER MAINS AND GRAVITY-TYPE SANITARY SEWERS SHALL BE REDUCED TO THREE FEET WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST SIX INCHES ABOVE THE TOP OF THE SEWER.
- NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST TEN FEET, BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY- OR PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610 F.A.C. THE MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN WATER MAINS AND GRAVITY-TYPE SANITARY SEWERS SHALL BE REDUCED TO THREE FEET WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST SIX INCHES ABOVE THE TOP OF THE SEWER.
- NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST SIX FEET, AND PREFERABLY TEN FEET, BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY- OR PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610 F.A.C. THE MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN WATER MAINS AND GRAVITY-TYPE SANITARY SEWERS SHALL BE REDUCED TO THREE FEET WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST SIX INCHES ABOVE THE TOP OF THE SEWER.
- NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED PRESSURE TYPE SANITARY SEWER, WASTEWATER OR STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST 12 INCHES ABOVE OR BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.
- NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED PRESSURE TYPE SANITARY SEWER, WASTEWATER OR STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST 12 INCHES ABOVE OR BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.
- WITH RESPECT TO TIE-IN CONNECTIONS, THE CITY RESERVES THE RIGHT TO REQUIRE CONNECTIONS TO BE PERFORMED DURING PERIODS OF LOW FLOW (MIDNIGHT TO 6:00 A.M.) IN ORDER TO MINIMIZE SERVICE DISRUPTION TO EXISTING CUSTOMERS. THE INSTALLATION OF LINE STOPPING DEVICES ON PRESSURE MAIN (POTABLE WATER AND FORCE MAIN) MAY BE REQUIRED ON ANY REQUESTED UTILITY OUTAGE AT THE DISCRETION OF PUBLIC UTILITIES DEPARTMENT TO MINIMIZE INTERRUPTION TO EXISTING UTILITY CUSTOMERS.



STANDARD CONSTRUCTION DETAIL
POTABLE WATER DESIGN NOTES

FILE NAME
W1.DOC

DETAIL REF.
W-1

REV. 12/08

POTABLE WATER CONSTRUCTION NOTES

- THE CITY'S PUBLIC UTILITIES DEPARTMENT (386) 506-5750 SHALL BE GIVEN A MINIMUM OF 2 BUSINESS DAYS ADVANCE NOTICE (NOT INCLUDING HOLIDAYS OR WEEKENDS) PRIOR TO BEGINNING ANY POTABLE WATER SYSTEM CONSTRUCTION.
- DEWATERING SHALL BE PROVIDED TO KEEP GROUNDWATER ELEVATION A MINIMUM OF 6 INCHES BELOW WATER MAIN BEING LAID.
- ALL WATER MAINS SHALL BE LAID ON A FIRM FOUNDATION WITH ALL UNSUITABLE MATERIAL (MUCK, ROCK, COQUINA, ETC.) REMOVED AND REPLACED WITH CLEAN GRANULAR MATERIAL.
- TRENCHES SHALL BE BACKFILLED WITH MATERIAL ACCEPTABLE TO THE CITY WITH A MINIMUM COMPACTION OF 98% IN PAVED AREAS AND 95% IN UNPAVED AREAS IN ACCORDANCE WITH AASHTO T-99.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT TRENCH COMPACTION TESTS BE PROVIDED AT POINTS 1 FOOT ABOVE THE PIPE AND AT 1 FOOT VERTICAL INTERVALS TO FINISH GRADE, AT A MINIMUM SPACING OF EVERY 300 FEET.
- 1" METALLIZED PIPE LOCATION TAPE SHALL BE LOCATED BETWEEN 15" AND 24" BELOW FINISHED GRADE OR AS SPECIFIED BY MANUFACTURER FOR ALL PVC LINES. MARKER TAPE SHALL BE USED ON ALL DUCTILE IRON PIPE, AS WELL.
- ALL WATER SERVICE ENDINGS SHALL BE MARKED WITH A 2" X 4" LUMBER (PRESSURE TREATED) EXTENDING 4 FEET ABOVE GRADE, WITH WATER SERVICES SECURED 12" MAXIMUM ABOVE THE GROUND. ALL SERVICES SHALL BE LOCKED AT THE TIME OF FINAL INSPECTION BY THE CONTRACTOR IN THE PRESENCE OF THE CITY INSPECTOR OR CITY PERSONNEL AFTER THEY HAVE BEEN INSPECTED AND VERIFIED TO OPERATE PROPERLY.
- AT ALL WATER MAIN TEES AND CROSSES, VALVES SHALL BE INSTALLED ON ALL LEGS EXCEPT ONE.
- ALL WATER VALVES SHALL BE ADJUSTED TO FINISHED GRADE AND THE CAPS PAINTED BLUE TO MAKE THEM PLAINLY VISIBLE.
- UPON FINAL ACCEPTANCE OF NEW WATER SYSTEMS, WATER VALVES SHALL BE COMPLETELY OPENED BY PUBLIC UTILITIES PERSONNEL AT NO TIME SHALL CONTRACTOR OPERATE ANY EXISTING VALVES.
- ALL FIRE HYDRANTS SHALL BE CONSTRUCTED TO MAKE THEM EASILY ACCESSIBLE TO FIRE PERSONNEL IN CASE OF A FIRE. THE PRIMARY HYDRANT PORT SHOULD ALWAYS FACE THE STREET.
- AS STANDARD PRACTICE, WATER MAINS SHALL BE INSTALLED 4 FEET OFF THE BACK OF CURB OR AS APPROVED BY THE CITY.
- ALL WATER MAINS SHALL BE NSF AND/OR AWWA APPROVED FOR POTABLE WATER USE, AND SHALL HAVE A MINIMUM COVER OF 36 INCHES (3.0 FEET) AND A MAXIMUM DEPTH OF 48 INCHES (4.0 FEET) FROM FINAL GRADE EXCEPT AT LOCATIONS OF UTILITY CROSSINGS OR WITH SPECIAL APPROVAL WHEN IT IS DETERMINED TO BE IN THE BEST INTEREST OF THE CITY.
- WATER MAINS SHALL BE C-900 PVC OR C-905 CL 150 (COLOR "BLUE") OR D.I.P. PRESSURE CLASS 350 STANDARD CEMENT LINED UNLESS OTHERWISE APPROVED BY THE CITY.
- UPON CONSTRUCTION COMPLETION AND ACCEPTANCE OF THE SYSTEM, IT SHALL BE THE DESIGN ENGINEER'S RESPONSIBILITY TO ENSURE THAT THE SYSTEM IS PROPERLY CERTIFIED AND ACCEPTED BY THE DEPARTMENT OF HEALTH AND AS-BUILTS ARE PROVIDED TO THE CITY PRIOR TO ANY PUBLIC USE OF THIS SYSTEM.
- IN AREAS WHERE RECLAIMED WATER IS NOT AVAILABLE THE CONTRACTOR SHALL BE REQUIRED TO (UPON SATISFACTORY COMPLETION OF THE PRESSURE TEST) TRANSFER THE WATER FROM THE POTABLE WATER LINES TO THE RECLAIMED WATER LINES FOR UTILIZATION IN THEIR PRESSURE TEST.
- ALL POTABLE WATER MAINS SHALL USE A THRUST RESTRAINT JOINT METHOD IN COMPLIANCE WITH THE DUCTILE IRON PIPE RESEARCH ASSOCIATION (DIPRA) GUIDELINES. IN THE EVENT THAT PVC PIPE IS SPECIFIED, THE



STANDARD CONSTRUCTION DETAIL
POTABLE WATER CONSTRUCTION NOTES

FILE NAME
W2.DOC

DETAIL REF.
W-2

REV. 12/08

POTABLE WATER CONSTRUCTION NOTES (CONT'D)

- RESTRAINT JOINT SHALL BE MODIFIED IN ACCORDANCE WITH THE RECOMMENDED ADDITIONAL RESTRAINT LENGTH REQUIRED FOR PIPE WRAPPED WITH POLYETHYLENE.
- MEGALUGS, BOLTLESS RESTRAINED JOINTS OR GRIPPER GASKETS SHALL BE USED ON ALL RESTRAINED JOINT INSTALLATIONS. MINIMUM DEPTH OF BURY ON PIPES NOT MEETING REQUIRED COVER REQUIREMENTS SHALL FOLLOW THE MOST RECENT DIPRA THRUST RESTRAINT DESIGN GUIDELINES USING TORQUE WRENCHES PER MANUFACTURER'S RECOMMENDATION.
- WATER SYSTEMS SHALL BE PRESSURE TESTED AT 150 PSI STATIC PRESSURE FOR A PERIOD OF 2 HOURS PER AWWA STANDARDS.
- ALL WATER SERVICES SHALL BE MARKED WITH AN "X" SAW CUT INTO THE CURB OR BY METAL TABS SET INTO THE PAVEMENT.
- ALL WATER VALVES SHALL BE MARKED WITH AN "X" SAW CUT INTO THE CURB OR BY METAL TABS SET INTO THE PAVEMENT. BLOW-OFFS SHALL BE MARKED SIMILARLY, AS WELL. REVERSE TAPPING VALVE SHALL BE MARKED WITH AN "X" SAW CUT INTO THE CURB OR PAVEMENT WITH THE ARROW POINTING TO THE DIRECTION OF THE PRESSURE MAIN RUN.
- ALL TAPPING OF MAINS SHALL BE PERFORMED BY THE CITY AND BILLED IN ACCORDANCE WITH THE ADOPTED FEE RESOLUTION. SCHEDULING OF THESE CONNECTIONS OR TAPPINGS SHALL REQUIRE A MINIMUM OF 2 BUSINESS DAYS, DIRECTED TO THE CITY'S DESIGNATED SITE INSPECTOR WHO SHALL COORDINATE THE WORK DIRECTLY WITH THE PUBLIC UTILITIES DEPARTMENT. SUBSEQUENTLY, THE CONNECTION SHALL BE SCHEDULED TO COMMENCE BETWEEN 8:00 A.M. AND NOON ON THE APPROPRIATE DAY.
- LARGE COMMERCIAL WATER AND RECLAIMED WATER METERS GREATER THAN 3" TAKE A MINIMUM OF 6 WEEKS FOR DELIVERY AFTER FEES ARE PAID TO THE CITY. IN ADDITION ALL METERS AND VAULTS 3" AND GREATER SHALL BE INSTALLED BY THE OWNER/DEVELOPER/CONTRACTOR. THE FEE COLLECTED BY THE CITY IS FOR MATERIALS ONLY. ALL METERS, 2" AND LESS, SHALL BE INSTALLED BY THE CITY.
- THE CITY REQUIRES DOUBLE WATER SERVICE INSTALLATIONS WHEREVER FEASIBLE. WHEN DESIGN CONFLICTS EXIST, SINGLE WATER SERVICES MAY BE ALLOWED. THIS MAY APPLY AT STORMWATER INLETS, FIRE HYDRANTS, FPL TRANSFORMERS, ETC., AND OTHER LOCATIONS DEEMED APPROPRIATE BY THE CITY.
- ALL PROPOSED POTABLE WATER MAINS SHALL BE FLUSHED, DISINFECTED, PRESSURE TESTED AND BACTERIOLOGICALLY CLEARED FOR SERVICE WHEN APPROPRIATE IN ACCORDANCE WITH THE LATEST AWWA STANDARDS AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REQUIREMENTS. THE CONTRACTOR SHALL NOTIFY THE CITY'S DESIGNATED SITE INSPECTOR WHO SHALL COORDINATE WITH CITY PERSONNEL AT THE WATER TREATMENT PLANT AT LEAST 2 BUSINESS DAYS PRIOR TO BEGINNING FLUSH OF THE MAINS AND PRIOR TO THE COMMENCEMENT OF PRESSURE TESTING.
- THE CONTRACTOR SHALL BE REQUIRED TO PIG ALL POTABLE MAINS 6" AND LARGER IN DIAMETER AND PRIMARY DISTRIBUTION MAINS LOCATED ON COLLECTOR AND ARTERIAL ROADWAYS. ALL PIGS SHALL BE NEW. NO FOAM PIGS ARE ALLOWED. LAUNCHING AND EXTRACTION POINTS SHALL BE DETERMINED BY THE CONTRACTOR. ALL PIGGING OPERATIONS SHALL BE WITNESSED BY A PUBLIC UTILITIES REPRESENTATIVE OR A CITY UTILITY INSPECTOR.
- WITH RESPECT TO TIE-IN CONNECTIONS, THE CITY RESERVES THE RIGHT TO REQUIRE CONNECTIONS TO BE PERFORMED DURING PERIODS OF LOW FLOW (MIDNIGHT TO 6:00 A.M.) IN ORDER TO MINIMIZE SERVICE DISRUPTION TO EXISTING CUSTOMERS. THE INSTALLATION OF LINE STOPPING DEVICES ON PRESSURE MAIN (POTABLE WATER AND FORCE MAIN) MAY BE REQUIRED ON ANY REQUESTED UTILITY OUTAGE AT THE DISCRETION OF PUBLIC UTILITIES DEPARTMENT TO MINIMIZE INTERRUPTION TO EXISTING UTILITY CUSTOMERS.



STANDARD CONSTRUCTION DETAIL
POTABLE WATER CONSTRUCTION NOTES

FILE NAME
W2.DOC

DETAIL REF.
W-2

REV. 12/08

POTABLE WATER CONSTRUCTION NOTES (CONT'D)

- THE PHYSICAL TAKING OF EACH AND EVERY WATER SAMPLE FOR BACTERIOLOGICAL TESTING SHALL BE OBSERVED BY THE CITY'S DESIGNATED SITE INSPECTOR. THIS SHOULD NOT IMPACT THE PROJECT SINCE THE CONTRACTOR MUST ALREADY COORDINATE FLUSHING ACTIVITY WITH THE INSPECTOR. ALL SAMPLE FORMS SHALL BE COMPLETELY FILLED OUT BY THE SAMPLING COMPANY AND TESTING COMPANY IN ORDER TO BE ACCEPTED. WHEN THE PUBLIC UTILITIES OFFICE RECEIVES POTABLE WATER CLEARANCE REQUEST REQUIRING SIGNATURE THE CITY'S DISTRIBUTION SUPERVISOR AND/OR DESIGNATED SITE INSPECTOR WILL BE CONTACTED TO INDEPENDENTLY VERIFY THAT THE SYSTEM IS IN PROPER FUNCTIONING ORDER (I.E. ALL VALVES, HYDRANTS, AND WATER SERVICES ARE ACCESSIBLE AND OPERABLE). SIMULTANEOUSLY, THE CITY MAY ALSO TAKE A RANDOM BACTERIOLOGICAL SAMPLE WITHIN THE NEW SYSTEM TO VERIFY THAT WATER IS SAFE FOR CONSUMPTION. ONCE THE DISTRIBUTION SUPERVISOR AND/OR DESIGNATED SITE INSPECTOR HAVE VERIFIED THAT THE SYSTEM IS IN PROPER FUNCTIONING ORDER AND THAT THE BACTERIOLOGICAL SAMPLE INDICATES THE WATER IS SAFE FOR CONSUMPTION, THE PUBLIC UTILITIES OFFICE WILL THEN SIGN OFF ON THE WATER CLEARANCE REQUEST.
- ALL WORK PERFORMED ON THE POTABLE WATER FACILITIES OWNED OR PROPOSED TO BE OWNED BY THE CITY SHALL BE CONSTRUCTED BY A STATE CERTIFIED UNDERGROUND UTILITY CONTRACTOR OR GENERAL CONTRACTOR LICENSED IN THE STATE OF FLORIDA AND REGISTERED WITH THE CITY.
- FOR CONSTRUCTION PURPOSES, THE PLANS SHALL DIMENSION THE PROPOSED LOCATIONS OF ALL WATER MAINS MEASURED FROM THE BACK OF CURB (OR EDGE OF PAVEMENT, IF NO CURB IS USED).
- NEWLY CONSTRUCTED POTABLE WATER SYSTEM EXTENSIONS MAY NOT BE USED PRIOR TO FINAL TESTING, CLEARANCE AND ACCEPTANCE BY THE CITY OF PORT ORANGE. THIS INCLUDES CONSTRUCTION WATER REQUIRED FOR SEWER LINE CLEANING OR RELATED USES.
- FIRE HYDRANTS MAY NOT BE INSTALLED WITHIN 20' OF ANY ELECTRICAL TRANSFORMER.
- ALL H.D.P.E. PIPE UTILIZED FOR WATER, FORCE MAIN AND/OR RECLAIMED WATER MAIN EXTENSIONS SHALL BE S.D.R. 11 WITH HD COPPERWIRE UNLESS SPECIFICALLY NOTED OTHERWISE. THE HDPE PIPE SHALL BE SIZED TO MATCH THE EXTERNAL DIAMETER OF THE PVC OR DIP PIPE TO WHICH IT IS ATTACHED.
- ALL VALVES 2" AND LARGER SHALL BE STANDARD 2" RESILIENT SEATED GATE VALVES (CORP STOPS ARE NOT ACCEPTABLE).
- ALL P.V.C. PIPE SHALL BE STORED IN SUCH A WAY AS TO PREVENT WARPING, DEFLECTION, OR ANY DEFORMATION. FITTINGS SHALL BE P.V.C. AND MANUFACTURED OF THE SAME DESIGN AS THE P.V.C. PIPE.
- PVC FITTINGS 4-INCH THROUGH 36-INCH SHALL BE P.V.C. (OR D.I.P. WITH PROTECTO 401) INJECTION-MOLDED OR FABRICATED AS SPECIFIED. MARK OF MATERIALS MEETING OR EXCEEDING THE REQUIREMENTS OF CELL CLASS 12454-9 MATERIAL AS DEFINED IN ASTM D1784. FABRICATED FITTINGS SHALL BE MANUFACTURED WITH PIPE THAT MEETS OR EXCEEDS AWWA C-905 STANDARD, AND SHALL BE FIBERGLASS REINFORCED TO A PRESSURE RATING OF 165 PSI. ALL P.V.C. OR MECHANICAL JOINT FITTINGS MUST COMPLY WITH OR EXCEED ANSI/AWWA C907, UNIFORM 8-14 STANDARDS AS THEY APPLY TO THE APPROPRIATE SIZE RANGE AND METHOD OF MANUFACTURE.
- NO USED, RE-USED, RUSTED, SECOND HAND, OR ANY MATERIAL THAT IS NOT NEW SHALL BE USED IN ANY UTILITY IMPROVEMENT PROJECTS WITHIN THE CITY'S SERVICE AREA.
- NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED STORM SEWER, STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.
- NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF



STANDARD CONSTRUCTION DETAIL
POTABLE WATER CONSTRUCTION NOTES

FILE NAME
W2.DOC

DETAIL REF.
W-2

REV. 12/08

POTABLE WATER CONSTRUCTION NOTES (CONT'D)

- AT LEAST SIX FEET, AND PREFERABLY TEN FEET, BETWEEN THE OUTSIDE OF ANY EXISTING OR PROPOSED VACUUM-TYPE SANITARY SEWER.
- NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST SIX FEET, AND PREFERABLY TEN FEET, BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY- OR PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610 F.A.C. THE MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN WATER MAINS AND GRAVITY-TYPE SANITARY SEWERS SHALL BE REDUCED TO THREE FEET WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST SIX INCHES ABOVE THE TOP OF THE SEWER.
- NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED GRAVITY- OR VACUUM-TYPE SANITARY SEWER OR STORM SEWER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST SIX INCHES, AND PREFERABLY 12 INCHES, ABOVE OR AT LEAST 12 INCHES BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.
- NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED PRESSURE TYPE SANITARY SEWER, WASTEWATER OR STORMWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST 12 INCHES ABOVE OR BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.
- AT THE UTILITY CROSSINGS, ONE FULL LENGTH OF WATER MAIN PIPE SHALL BE CENTERED ABOVE OR BELOW THE OTHER PIPELINE SO THE WATER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE. ALTERNATIVELY, AT SUCH CROSSINGS, THE PIPES SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL JOINTS IN VACUUM-TYPE SANITARY SEWERS, STORM SEWERS, STORMWATER FORCE MAINS OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610 F.A.C. AND AT LEAST SIX FEET FROM ALL JOINTS IN GRAVITY- OR PRESSURE-TYPE SANITARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.
- WATER MAINS SHALL BE C-900 PVC OR C-905 CL 150 (COLOR "BLUE") OR D.I.P. PRESSURE CLASS 350 STANDARD CEMENT LINED UNLESS OTHERWISE APPROVED BY THE CITY.



STANDARD CONSTRUCTION DETAIL
POTABLE WATER CONSTRUCTION NOTES

FILE NAME
W2.DOC

DETAIL REF.
W-2

REV. 12/08

City of Port Orange Public Utilities Department
List of Approved Products

Potable Water

12/08

Fire Hydrant (5 X 8" Barrel)

MANUFACTURER	MODEL #
Mueller	A423 Super Centurion 250
American AVK Co.	Series #2780
American Darling	5 1/2" B-84-B5
Clow	Medallion # F-2545 SS

Air Release Valves

MANUFACTURER	MODEL #
Val-Matic	Series 38

Gate Valves and Tapping Valves -- Resilient Seated (AWWA C509 and C515) 24" or Smaller (Valve wedge to be complete enclosed with EPDM rubber)

MANUFACTURER	MODEL #
American AVK Co.	Series 3, 18, 25, 45, 55, & 66
Clow	Model 2638 and 2639
Mueller	A-2360, A-2361, T-2360 & T-2361
American Flow Control	Series 2500



STANDARD CONSTRUCTION DETAIL
POTABLE WATER APPROVED PRODUCTS

FILE NAME
W3.DOC

DETAIL REF.
W-3

City of Port Orange Public Utilities Department
List of Approved Products

Potable Water

12/08

Joints Restrainted -- DIP and PVC

MANUFACTURER	MODEL #
EBBA Iron Inc.	Series 1100/1500/1600 2000/2500/2800
Star Pipe	Starpipe Series 1000/1100/1200 3000/ 4000
Sigma	One-Lock SLD; One-Lock SLC; PV-Lok for PVC
Smith-Blair	Cam-Lock (111 & 120) ; Bell-Lock (115 & 165)

Water Service Materials

Polyethylene Tubing -- (Blue with UV Protection (SDR-9) 1" & 2" only)

MANUFACTURER	MODEL #
Endot Endopure	Endotrace w/#10 Copperhead Tracer Wire

Corporation Stop 1"

MANUFACTURER	MODEL #
Ford	F-1100-4

Curb Stop -- Straight Ball Meter Valve w/ Barrel Locks

MANUFACTURER	MODEL #
Ford	B-94-324W (Single Service) B-91-223W (Double Service)

"U" Branch (1" x 3/4")

MANUFACTURER	MODEL #
Ford	U-48-43-6.5

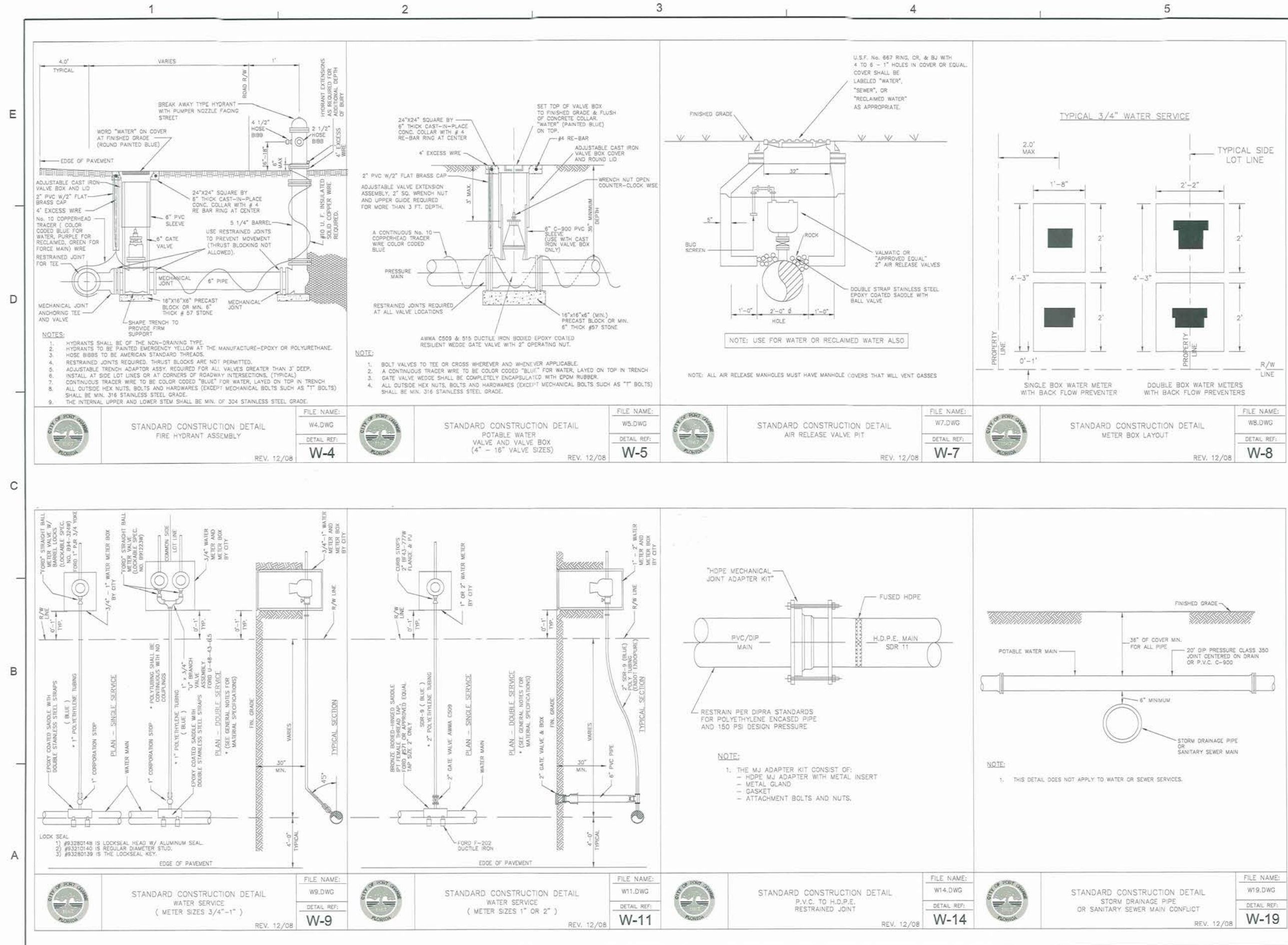


STANDARD CONSTRUCTION DETAIL
POTABLE WATER APPROVED PRODUCTS

FILE NAME
W3.DOC

DETAIL REF.
W-3

REV. 12/08



No.	DATE	BY	Description
REVISIONS			
DRAWN BY	TFS		
APPROVED BY	DMV		
CHECKED BY	NPS		
DATE	JANUARY 2016		
DATUM	NAVD 88		

CITY
WATER
DETAILS

PROJECT NO. 50079046 (CC 1)

C28

SHEET NO.

WESTPORT RESERVE
(PHASE 2B)

PORT ORANGE, FL

7/19/2016

SEAL

TITLE

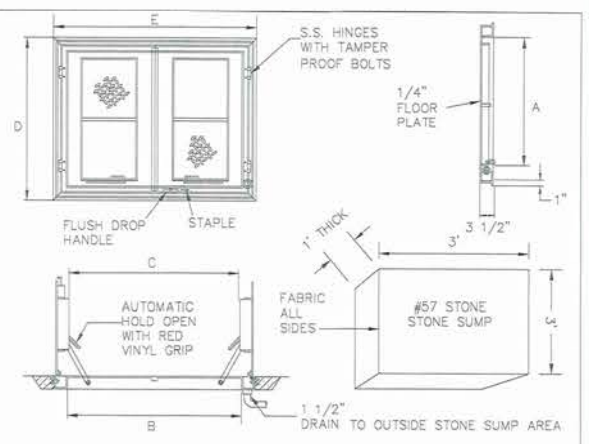
CITY
WATER
DETAILS

PROJECT NO. 50079046 (CC 1)

C29

SHEET NO.

5

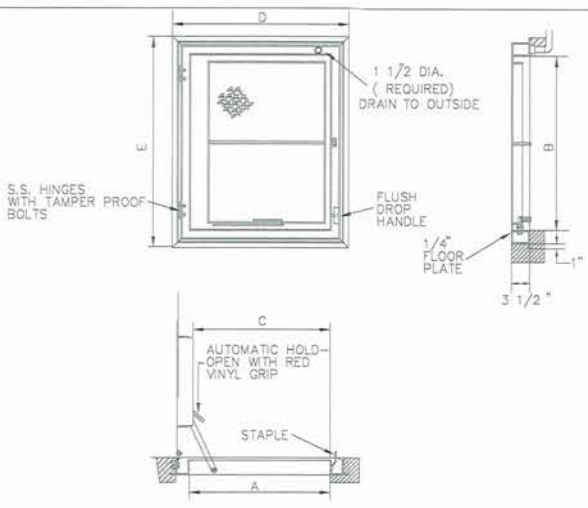


300 P.S.F. LOADING									
TYPE	MAT'L THK	SIZE		ACTUAL OPENING		OVERALL SIZE		WEIGHT	LBS.
		A	B	A	C	D	E		
TPD	1/4	30	48	30	47	38	56	110	
TPD	1/4	30	54	30	53	38	62	120	
TPD	1/4	36	48	36	46	44	44	125	
TPD	1/4	36	60	36	57	44	68	148	
TPD	1/4	42	48	42	45	50	56	140	
TPD	1/4	48	48	48	44	56	56	155	
TPD	1/4	48	54	48	50	56	62	165	
TPD	1/4	48	72	48	68	56	80	210	
TPD	1/4	60	60	60	56	68	68	220	

- NOTES:
- HATCH MATERIAL SHALL BE ALUMINUM WITH STAINLESS STEEL BOLTS, NUTS AND HINGES, LOAD RATING OF 300 LBS. PER SQ. FOOT WITH A SELF DRAINING HATCH.
 - THE ACCESS DOOR SHALL BE TYPE TPS AS MANUFACTURED BY U.S. FOUNDRY AND MANUFACTURING CORP., MIAMI, FLORIDA.

FILE NAME:
W24.DWG
DETAIL REF:
W-24

4

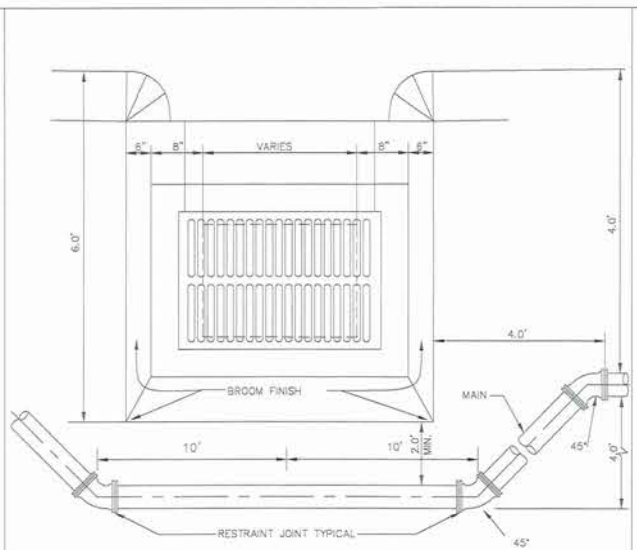


300 P.S.F. LOADING									
TYPE	MAT'L THK	SIZE		ACTUAL OPENING		OVERALL SIZE		WEIGHT	LBS.
		A	B	A	C	D	E		
TPS	1/4	24	24	24	32	32	60	60	
TPS	1/4	24	30	24	30	32	38	70	
TPS	1/4	24	36	23	36	32	44	75	
TPS	1/4	30	30	28	35	38	38	80	
TPS	1/4	30	36	29	36	38	44	90	
TPS	1/4	30	48	29	48	38	56	105	
TPS	1/4	36	36	34	36	44	44	100	
TPS	1/4	36	48	34	48	44	56	120	
TPS	1/4	42	42	40	42	50	50	125	

- NOTES:
- HATCH MATERIAL SHALL BE ALUMINUM WITH STAINLESS STEEL BOLTS, NUTS AND HINGES, LOAD RATING OF 300 LBS. PER SQ. FOOT WITH A SELF DRAINING HATCH.
 - THE ACCESS DOOR SHALL BE TYPE TPS AS MANUFACTURED BY U.S. FOUNDRY AND MANUFACTURING CORP., MIAMI, FLORIDA.

FILE NAME:
W21.DWG
DETAIL REF:
W-21

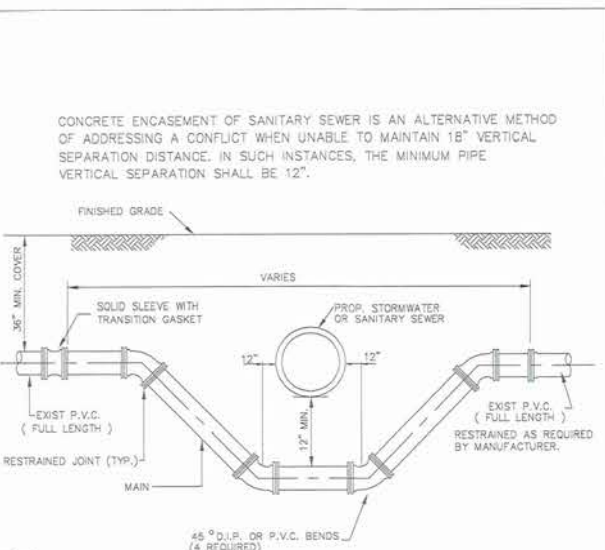
3



- NOTES:
- MAIN MAY PASS OVER STORM LINE IF 36\"/>
 - PIPE SHALL BE DEFLECTED AROUND DRAINAGE INLET IN ACCORDANCE WITH THE RESTRAINED JOINT GUIDELINES OF THE DIPRA AND ADAPTED TO PVC PIPE AS NECESSARY.

FILE NAME:
W20.DWG
DETAIL REF:
W-20

2



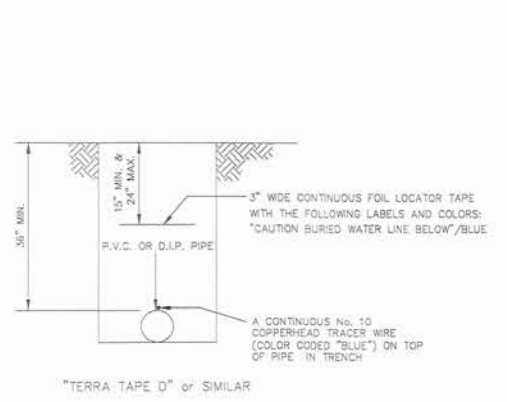
- NOTES:
- LOWERING OF EXISTING WATER MAIN & FORCE MAIN BY DEFLECTION METHOD ACCEPTABLE IF EXISTING FIELD CONDITIONS PERMIT.
 - LENGTH OF SECTION BASED ON MINIMUM LENGTH AS DETERMINED BY DIPRA RESTRAINED JOINT MANUAL.
 - INSTALL RESTRAINED JOINTS, AS REQUIRED, FROM DEFLECTION POINT IN BOTH DIRECTIONS.

FILE NAME:
W20.DWG
DETAIL REF:
W-20

STANDARD CONSTRUCTION DETAIL
STORM DRAINAGE PIPE
OR SANITARY SEWER MAIN
CONFLICT



C



- NOTE:
- A CONTINUOUS No. 10 COPPERHEAD TRACER WIRE TO BE INSTALLED WITH ALL NON-METALLIC PIPE. WIRE SHALL BE BROUGHT UP TO GRADE AT ALL VALVES OUTSIDE P.V.C. SLEEVE, (SEE DETAIL W-6).
 - ALL TRACER WIRES SHALL BE INTERCONNECTED WITH WATER PROOF WIRE NUT CAP OR WITH SIMILAR WATER PROOF SPLICE KIT AT ANY SPLICE AND WHERE SERVICES CONNECT TO MAINS.
 - A SUCCESSFUL CONTINUITY TEST SHALL BE CONDUCTED AND WITNESSED BY A CITY INSPECTOR AT THE COMPLETION OF TRACER WIRE INSTALLATION.

FILE NAME:
W29.DWG
DETAIL REF:
W-29

REV. 12/08

STANDARD CONSTRUCTION DETAIL
LOCATOR TAPE/ TRACER WIRE INSTALLATION FOR
WATER MAIN, PIPELINES



FILE NAME:
W28.DWG
DETAIL REF:
W-28

REV. 12/08

STANDARD CONSTRUCTION DETAIL
CONTRACTORS' INSTALLATION REQUIREMENTS
FOR A 2\"/>



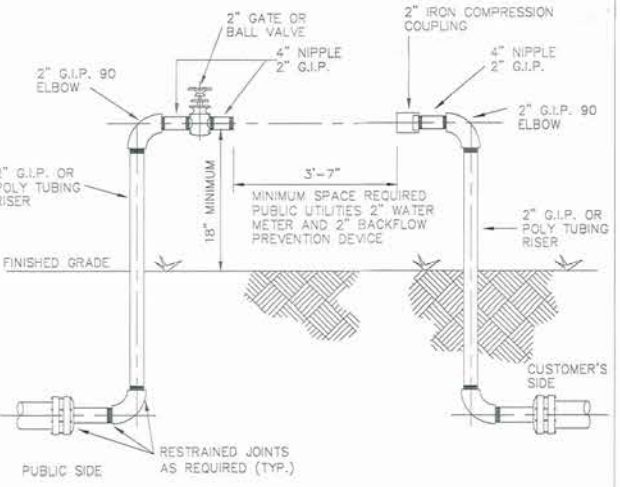
FILE NAME:
W26.DWG
DETAIL REF:
W-26

REV. 12/08

STANDARD CONSTRUCTION DETAIL
ACCESS DOOR
CROSS REFERENCE CHART



U.S. FOUNDRY MODEL NO.	BILCO MODEL NO.	SINGLE LEAF	DOUBLE LEAF	ALUMINUM	TROUGH
TPS 24X24 W/OP	J-1AL	*	*	*	*
TPS 30X30 W/OP	J-2AL	*	*	*	*
TPS 30X36 W/OP	J-3AL	*	*	*	*
TPS 36X36 W/OP	J-4AL	*	*	*	*
TPS 42X42 W/OP	J-5AL	*	*	*	*
TPD 48X48 W/OP	JD-2AL	*	*	*	*
TPD 48X72 W/OP	JD-3AL	*	*	*	*
TPD 60X60 W/OP	JD-4AL	*	*	*	*



- NOTE:
- PROVIDE SUPPORT OR PROTECTIVE POSTS.

B

A

RECLAIMED WATER DESIGN NOTES

- ALL RECLAIMED WATER MAINS SHALL BE LAID ON A FIRM FOUNDATION WITH ALL UNSUITABLE MATERIAL (MUCK, ROCK, COQUINA, ETC.) REMOVED AND REPLACED WITH CLEAN GRANULAR MATERIAL. ALL RECLAIMED WATER MAINS SHALL HAVE A MINIMUM COVER OF 36 INCHES (3.0 FEET) AND A MAXIMUM DEPTH OF 48 INCHES (4.0 FEET) FROM FINAL GRADE EXCEPT AT LOCATIONS OF UTILITY CROSSINGS OR WITH SPECIAL APPROVAL WHEN IT IS DETERMINED TO BE IN THE BEST INTEREST OF THE CITY.
- RECLAIMED WATER VALVES SHALL BE PLACED AT ALL STREET INTERSECTIONS AND AT MAXIMUM SPACINGS OF 1000.0 FEET.
- AT ALL RECLAIMED WATER MAIN TEES AND CROSSES, VALVES SHALL BE INSTALLED ON ALL LEGS EXCEPT ONE. AS STANDARD PRACTICE RECLAIMED WATER MAINS SHALL BE INSTALLED 4 FEET OFF THE BACK OF THE CURB ON THE OPPOSITE SIDE OF THE POTABLE WATER LINES OR AS APPROVED BY THE CITY.
- RECLAIMED WATER SERVICES SHALL BE NORMALLY DOUBLE 1 1/2" SERVICES LOCATED AT SIDE LOT LINES ALTERNATING WITH POTABLE WATER SERVICE LOCATIONS. IN INSTANCES WHERE RECLAIM WATER SERVICES NEED TO BE OFFSET, 1" SINGLE SERVICES SHALL BE SPECIFIED. THESE SERVICES MAY BE OFFSET FROM THE LOT LINE A MAXIMUM DISTANCE OF 2.0'.
- MAXIMUM OBTAINABLE SEPARATION OF PUBLIC RECLAIMED WATER MAINS, STORMWATER MAINS, AND SANITARY SEWER MAINS SHALL BE MAINTAINED. A MINIMUM HORIZONTAL SEPARATION OF FIVE (5) FEET (CENTER TO CENTER) OR THREE (3) FEET (OUTSIDE TO OUTSIDE) SHALL BE MAINTAINED BETWEEN RECLAIMED WATER MAINS AND SEWAGE MAINS. WHERE RECLAIMED WATER AND SANITARY SEWAGE MAINS CROSS WITH LESS THAN EIGHTEEN (18) INCHES VERTICAL CLEARANCE, THE SANITARY SEWAGE MAIN SHALL BE TWENTY (20) FEET OF EITHER CONCRETE ENCASED PVC PIPE OR ENCASED IN A WATERTIGHT CARRIER PIPE, CENTERED ON THE POINT OF CROSSING.
- A 75 FOOT SETBACK DISTANCE SHALL BE PROVIDED FROM PUBLIC ACCESS REUSE WETTED AREAS TO ANY PUBLIC AND ANY PRIVATE POTABLE WATER SUPPLY WELLS.
- LOW TRAJECTORY NOZZLES ARE REQUIRED WITHIN 100 FEET OF PUBLIC EATING, DRINKING OR BATHING FACILITIES.
- FOR CONSTRUCTION PURPOSES, THE PLANS SHALL DIMENSION THE PROPOSED LOCATIONS OF ALL RECLAIMED WATER MAINS MEASURED FROM THE BACK OF CURB (OR EDGE OF PAVEMENT IF NO CURB EXISTS).
- ALL H.D.P.E. PIPE RECLAIMED WATER MAINS SHALL BE S.D.R.11 UNLESS SPECIFICALLY NOTED OTHERWISE. THE HDPE PIPE SHALL BE SIZED TO MATCH THE EXTERNAL DIAMETER OF THE PVC OR DIP PIPE TO WHICH IT IS ATTACHED.
- LANDSCAPE PLANS SHALL CLEARLY DEPICT THE DESIGN LOCATION OF PLANTINGS RELATIVE TO THE LOCATION OF PUBLIC UTILITIES AND STORMWATER INFRASTRUCTURE IN ORDER TO EVALUATE POTENTIAL CONFLICTS.
- LARGE COMMERCIAL WATER AND RECLAIMED WATER METERS GREATER THAN 2" TAKE A MINIMUM OF 6 WEEKS FOR DELIVERY AFTER FEES ARE PAID TO THE CITY. IN ADDITION ALL METERS AND VAULTS 2" AND GREATER SHALL BE INSTALLED BY THE OWNER/ DEVELOPER/ CONTRACTOR. THE FEE COLLECTED BY THE CITY IS FOR MATERIALS ONLY. ALL METERS, 1 1/2" AND LESS, SHALL BE INSTALLED BY THE CITY.
- THE CITY REQUIRES DOUBLE SERVICE INSTALLATIONS WHEREVER FEASIBLE. WHEN DESIGN CONFLICTS EXIST, SINGLE SERVICES MAY BE ALLOWED. THIS MAY APPLY AT STORMWATER INLETS, FIRE HYDRANTS, FPL TRANSFORMERS, ETC. AND OTHER LOCATIONS DEEMED APPROPRIATE BY THE CITY.



STANDARD CONSTRUCTION DETAIL
RECLAIMED WATER DESIGN NOTES

FILE NAME
RW1.DOC
DETAIL REF:
RW-1

REV. 12/08

RECLAIMED WATER CONSTRUCTION NOTES

- THE CITY'S PUBLIC UTILITIES DEPARTMENT (386) 506-5750 SHALL BE GIVEN A MINIMUM OF 2 BUSINESS DAYS ADVANCE NOTICE (NOT INCLUDING HOLIDAYS OR WEEKENDS) PRIOR TO BEGINNING ANY RECLAIMED WATER SYSTEM CONSTRUCTION.
- DEWATERING SHALL BE PROVIDED TO KEEP GROUNDWATER ELEVATION A MINIMUM OF 6 INCHES BELOW RECLAIMED WATER MAIN BEING LAID.
- ALL RECLAIMED WATER MAINS SHALL BE LAID ON A FIRM FOUNDATION WITH ALL UNSUITABLE MATERIAL (MUCK, ROCK, COQUINA, ETC.) REMOVED AND REPLACED WITH CLEAN GRANULAR MATERIAL. ALL RECLAIMED WATER MAINS SHALL HAVE A MINIMUM COVER OF 36 INCHES (3.0 FEET) AND A MAXIMUM DEPTH OF 48 INCHES (4.0 FEET) FROM FINAL GRADE EXCEPT AT LOCATIONS OF UTILITY CROSSINGS OR WITH SPECIAL APPROVAL WHEN IT IS DETERMINED TO BE IN THE BEST INTEREST OF THE CITY.
- TRENCHES SHALL BE BACKFILLED WITH MATERIAL ACCEPTABLE TO THE CITY WITH MINIMUM COMPACTION OF 98% IN PAVED AREAS AND A MINIMUM COMPACTION OF 95 % IN UNPAVED AREAS ACCORDANCE WITH AASHTO T-180.
- IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO ENSURE THAT TRENCH COMPACTION TESTS BE PROVIDED AT POINTS 1 FOOT ABOVE THE PIPE AND AT 1 FOOT VERTICAL INTERVALS TO FINISH GRADE, AT A MINIMUM SPACING OF EVERY 300 FEET.
- 3" METALLIZED PIPE LOCATION TAPE SHALL BE LOCATED BETWEEN 15" AND 24" BELOW FINISHED GRADE OR AS SPECIFIED BY MANUFACTURER FOR ALL PVC LINES. MARKER TAPE SHALL BE PROVIDED ON ALL DIP PIPE ALSO.
- ALL SINGLE RESIDENTIAL WATER SERVICES SHALL BE 1" AND DOUBLE RESIDENTIAL SERVICES SHALL BE 1 1/2". SERVICES SHALL BE CTS 3408 HIGH DENSITY POLYETHYLENE TUBING RATED FOR A MINIMUM OF 200 PSI WITH SDR 9 (CTS). THE TUBING SHALL HAVE A VIRGIN HIGH DENSITY POLYETHYLENE CENTER FOR WHICH THE MANUFACTURER SHALL FURNISH A CERTIFICATE OF PURITY. THE TUBING SHALL BE LAVENDER IN COLOR AND SHALL HAVE THE WORDS "RECLAIMED WATER" PERMANENTLY PRINTED ON THE OUTSIDE. THE TUBING SHALL HAVE U.V. PROTECTION AND SHALL NOT BE AFFECTED BY DIRECT SUNLIGHT. THE TUBING SHALL COMPLY WITH OR EXCEED THE APPLICABLE STANDARDS OF A.S.D.M. D1248, D3350, D2239, D2737, N.S.F.-14 AND A.W.W.A. C901 AND SHALL COME WITH A LIFETIME WARRANTY. APPROVED SIZES: 1", 1-1/2" AND 2" DIAMETERS.
- ALL RECLAIMED WATER SERVICE ENDINGS SHALL BE MARKED WITH A 2" X 4" LUMBER (PRESSURE TREATED) EXTENDING 4 FEET ABOVE GRADE, WITH WATER SERVICES SECURED 12" MAXIMUM ABOVE THE GROUND AND ANY "U" BRANCHES FOR DOUBLE SERVICES SHALL BE 12" ABOVE GROUND LEVEL. ALL SERVICES SHALL BE LOCKED.
- ALL RECLAIMED WATER VALVES SHALL BE ADJUSTED TO FINISH GRADE AND THE CAPS SHALL BE PAINTED LAVENDER OR PURPLE TO MAKE THEM PLAINLY DISTINGUISHABLE.
- AS STANDARD PRACTICE RECLAIMED WATER MAINS SHALL BE INSTALLED 4 FEET OFF THE BACK OF THE CURB ON THE OPPOSITE SIDE OF THE POTABLE WATER LINES OR AS APPROVED BY THE CITY.
- ALL RECLAIMED WATER MAINS SHALL HAVE A MINIMUM COVER OF 36 INCHES. IN SPECIAL CASES WHERE IT IS IMPOSSIBLE OR INAPPROPRIATE TO PROVIDE ADEQUATE COVER, DUCTILE IRON PRESSURE CLASS 350 OR CONCRETE ENCASEMENT MAY BE USED AS APPROVED BY THE CITY.
- THE CONTRACTOR SHALL NOTIFY THE CITY'S DESIGNATED INSPECTOR PRIOR TO ATTEMPTING TO CLEAR ANY RECLAIMED WATER MAIN FOR USE. THE INSPECTOR SHALL COORDINATE WITH CITY PERSONNEL AT THE RECLAIMED WATER PLANT 2 BUSINESS DAYS PRIOR TO BEGINNING ANY FULL-DIAMETER FLUSH OF MAINS. THE CONTRACTOR WILL CONDUCT A STANDARD WATER PRESSURE TEST, 150 PSI STATIC PRESSURE FOR A PERIOD OF



STANDARD CONSTRUCTION DETAIL
RECLAIMED WATER CONSTRUCTION NOTES

FILE NAME
RW2.DOC
DETAIL REF:
RW-2

REV. 12/08

RECLAIMED WATER CONSTRUCTION NOTES (CONT'D)

- 2 HOURS PER AWWA POTABLE WATER STANDARDS. THE RECLAIMED LINES WILL THEN BE DISINFECTED WITH CHLORINE, FLUSHED CLEAR AGAIN, WITH A MINIMUM OF 1 POSITIVE CHLORINE RESIDUAL TEST RESULT PROVIDED TO THE CITY.
- THE CONTRACTOR SHALL BE REQUIRED TO PIG ALL RECLAIMED MAINS IN EXCESS OF 6" IN DIAMETER AND PRIMARY DISTRIBUTION MAINS LOCATED ON COLLECTOR AND ARTERIAL ROADWAYS. ALL PIGS SHALL BE NEW. NO FOAM PIGS ARE ALLOWED. LAUNCHING AND EXTRACTION POINTS SHALL BE DETERMINED BY THE CONTRACTOR. ALL PIGGING OPERATIONS SHALL BE WITNESSED BY A PUBLIC UTILITIES REPRESENTATIVE OR CITY UTILITY INSPECTOR.
- ALL RECLAIMED WATER MAINS SHALL USE A THRUST RESTRAINED JOINT METHOD IN COMPLIANCE WITH THE DUCTILE IRON PIPE RESEARCH ASSOCIATION (DIPRA) GUIDELINES IN THE EVENT THAT PVC FITTINGS ARE SPECIFIED, THE RESTRAINED JOINT SHALL BE MODIFIED IN ACCORDANCE WITH THE RECOMMENDED ADDITIONAL RESTRAINED LENGTH REQUIRED FOR PIPE WRAPPED WITH POLYETHYLENE. IN NO INSTANCE SHALL THRUST BLOCKS BE PERMITTED.
- MEGALUGS, BOLTLESS RESTRAINED JOINTS, OR GRIPPER GASKETS SHALL BE USED ON ALL RESTRAINED JOINT INSTALLATIONS. MINIMUM DEPTH OF BURY ON PIPES NOT MEETING REQUIRED COVER REQUIREMENTS SHALL FOLLOW THE MOST RECENT DIPRA THRUST JOINT RESTRAINT DESIGN GUIDELINES.
- UPON CONSTRUCTION COMPLETION AND ACCEPTANCE OF THE SYSTEM, IT SHALL BE THE DESIGN ENGINEER'S RESPONSIBILITY TO INSURE THAT THE SYSTEM IS PROPERLY CERTIFIED AND ACCEPTED BY THE CITY OF PORT ORANGE PUBLIC UTILITIES AND "AS-BUILTS" ARE PROVIDED TO THE CITY, PRIOR TO ANY USE OF THIS SYSTEM.
- ALL RECLAIMED WATER MAINS AND SERVICE LINES SHALL BE READILY DISTINGUISHABLE BY THEIR PURPLE COLOR OR TAPE MARKINGS. DUCTILE IRON PIPE SHALL BE WRAPPED WITH PURPLE POLYETHYLENE.
- ALL RECLAIMED WATER SERVICES SHALL BE MARKED ALONG THE OUTSIDE EDGE OF CURB WITH AN "L" OR BY METAL TABS SET INTO PAVEMENT. VALVES AND BLOW-OFFS FOR RECLAIMED WATER MAINS SHALL BE MARKED BY AN "X" SET INTO THE PAVEMENT. REVERSE TAPPING VALVE SHALL BE MARKED WITH AN "X 1" SAW CUT INTO THE CURB OR PAVEMENT WITH THE ARROW POINTING TO THE DIRECTION OF PRESSURE MAIN RUN.
- RECLAIMED WATER SERVICES SHALL BE NORMALLY DOUBLE 1 1/2" SERVICES LOCATED AT SIDE LOT LINES ALTERNATING WITH POTABLE WATER SERVICE LOCATIONS. IN INSTANCES WHERE RECLAIM WATER SERVICES NEED TO BE OFFSET, 1" SINGLE SERVICES SHALL BE SPECIFIED THESE SERVICES MAY BE OFFSET FROM THE LOT LINE A MAXIMUM DISTANCE OF 2.0'.
- MAXIMUM OBTAINABLE SEPARATION OF PUBLIC RECLAIMED WATER MAINS, STORMWATER MAINS, AND SANITARY SEWER MAINS SHALL BE MAINTAINED. A MINIMUM HORIZONTAL SEPARATION OF FIVE (5) FEET (CENTER TO CENTER) OR THREE (3) FEET (OUTSIDE TO OUTSIDE) SHALL BE MAINTAINED BETWEEN RECLAIMED WATER MAINS AND SEWAGE MAINS WHERE RECLAIMED WATER AND SANITARY SEWAGE MAINS CROSS WITH LESS THAN EIGHTEEN (18) INCHES VERTICAL CLEARANCE. THE SANITARY SEWAGE MAIN SHALL BE TWENTY (20) FEET OF EITHER CONCRETE ENCASED PVC PIPE OR ENCASED IN A WATERTIGHT CARRIER PIPE, CENTERED ON THE POINT OF CROSSING.
- ALL TAPPING OF MAINS SHALL BE PERFORMED BY THE CITY AND BILLED IN ACCORDANCE WITH THE ADOPTED FEE RESOLUTION. SCHEDULING OF THESE CONNECTIONS SHALL REQUIRE A MINIMUM 2 BUSINESS DAYS NOTIFICATION (MEASURED ON NORMAL WORK DAYS) DIRECTED TO THE CITY'S DESIGNATED SITE INSPECTOR WHO SHALL COORDINATE THE WORK DIRECTLY WITH THE PUBLIC UTILITIES DEPARTMENT. SUBSEQUENTLY, THE CONNECTION SHALL BE SCHEDULED TO COMMENCE BETWEEN 7:00 A.M. AND NOON ON THE APPROPRIATE



STANDARD CONSTRUCTION DETAIL
RECLAIMED WATER CONSTRUCTION NOTES

FILE NAME
RW2.DOC
DETAIL REF:
RW-2

REV. 12/08

RECLAIMED WATER CONSTRUCTION NOTES (CONT'D)

- DAY.
- WITH RESPECT TO TIE-IN CONNECTIONS, THE CITY RESERVES THE RIGHT TO REQUIRE CONNECTIONS TO BE PERFORMED DURING PERIODS OF LOW FLOW IN ORDER TO MINIMIZE SERVICE DISRUPTION TO EXISTING CUSTOMERS.
- ALL WORK PERFORMED UPON RECLAIMED WATER FACILITIES OWNED OR PROPOSED TO BE OWNED BY THE CITY SHALL BE CONSTRUCTED BY AN UNDERGROUND UTILITY OR GENERAL CONTRACTOR LICENSED IN THE STATE OF FLORIDA AND REGISTERED WITH THE CITY.
- FOR CONSTRUCTION PURPOSES, THE PLANS SHALL DIMENSION THE PROPOSED LOCATIONS OF ALL RECLAIMED WATER MAINS MEASURED FROM THE BACK OF CURB (OR EDGE OF PAVEMENT IF NO CURB EXISTS).
- ALL H.D.P.E. PIPE RECLAIMED WATER MAINS SHALL BE S.D.R.11 UNLESS SPECIFICALLY NOTED OTHERWISE. THE HDPE PIPE SHALL BE SIZED TO MATCH THE EXTERNAL DIAMETER OF THE PVC OR DIP PIPE TO WHICH IT IS ATTACHED.
- ALL P.V.C. PIPE SHALL BE STORED IN SUCH A WAY AS TO PREVENT WARPING, DEFLECTION, OR ANY DEFORMATION.
- RECLAIMED WATER HYDRANTS MAY BE REQUIRED BY THE CITY. ALL RECLAIMED HYDRANTS SHALL BE PAINTED PURPLE.
- NO USED, RE-USED, RUSTED, SECOND HAND, OR ANY MATERIAL THAT IS NOT NEW SHALL BE USED IN ANY UTILITY IMPROVEMENT PROJECTS WITHIN THE CITY'S SERVICE AREA.
- IN AREAS WHERE RECLAIMED WATER IS AVAILABLE, RECLAIMED WATER WILL BE UTILIZED IN THE PRESSURE TESTING OF NEW RECLAIMED WATER LINES.
- RECLAIMED WATER MAINS SHALL BE PVC AWWA CLASS C-900 OR C-905, CL 150 (COLOR PANTONE PURPLE) OR DIP PRESSURE CLASS 350, STANDARD CEMENT LINED UNLESS APPROVED OTHERWISE BY THE CITY.



STANDARD CONSTRUCTION DETAIL
RECLAIMED WATER CONSTRUCTION NOTES

FILE NAME
RW2.DOC
DETAIL REF:
RW-2

REV. 12/08

City of Port Orange Public Utilities Department
List of Approved Products

Reclaimed Water 12/08

Air Release Valves

MANUFACTURER	MODEL #
Val-Matic	Series 38

Gate Valves and Tapping Valves - Resilient Seated (AWWA C509 and C515) 24" or Smaller (Valve wedge to be complete enclosed with EPDM rubber)

MANUFACTURER	MODEL #
American AVK Co.	Series 3, 18, 25, 45, 55, & 66
Clow	Model 2638 and 2639
Mueller	A-2360, A-2361, T-2360 & T-2361
American Flow Control	Series 2500

Joints Restrained - DIP and PVC

MANUFACTURER	MODEL #
EBBA Iron Inc	Series 1100/1500/1600 2000/2500/2800
Star Pipe	Stargrip Series 1000/1100/1200/3000/ 4000
Sigma	One-Lock SLD & One-Lock SLC & PV-Lock for PVC
Smith-Blair	Cam-Lock (111 & 120) & Bell-Lock (115 & 165)



STANDARD CONSTRUCTION DETAIL
RECLAIMED WATER APPROVED PRODUCTS

FILE NAME
RW3.DOC
DETAIL REF:
RW-3

City of Port Orange Public Utilities Department
List of Approved Products

Reclaimed Water 12/08

Polyethylene Tubing - (Purple with UV Protection (SDR-9) 1" to 2" only)

MANUFACTURER	MODEL #
Endot Endocore RWT	Endotrace with #10 Copperhead tracer wire

Corporation Stop 1"

MANUFACTURER	MODEL #
Ford	F-1100-4

Corporation Stop 1 1/2"

MANUFACTURER	MODEL #
Ford	FB-1100-6

Curb Stop - Straight Ball Meter Valve w/ Barrel Locks

MANUFACTURER	MODEL #
Ford	B-94-324W (Single Service) B-91-223W (Double Service)
Ford	BF 43-777W (For 2" meter)

"U" Branch (1 1/2" x 1/2")

MANUFACTURER	MODEL #
Ford	U-48-63-7.5



STANDARD CONSTRUCTION DETAIL
RECLAIMED WATER APPROVED PRODUCTS

FILE NAME
RW3.DOC
DETAIL REF:
RW-3

No.	DATE	BY	Description

REVISIONS

DRAWN BY TFS
APPROVED BY DMV
CHECKED BY NPS
DATE JANUARY 2016
DATUM NAVD 88

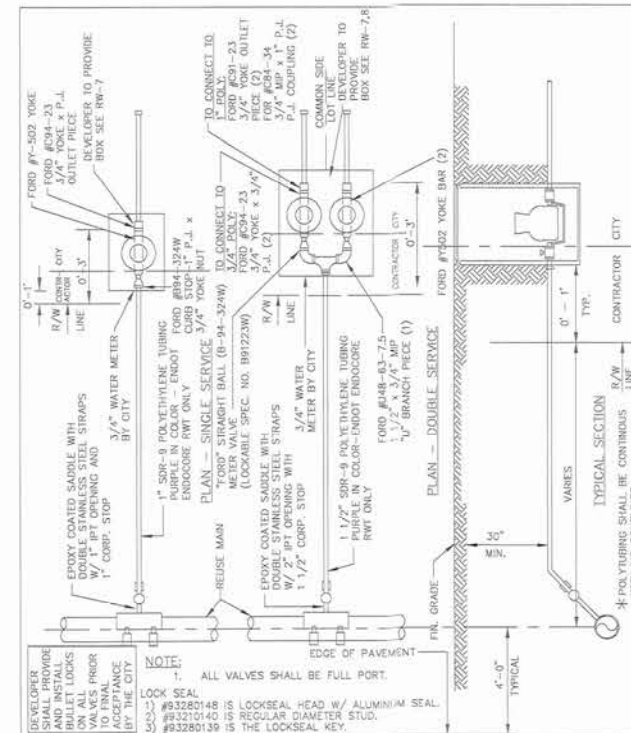
TITLE

CITY RECLAIMED
WATER DETAILS

PROJECT NO. 50079046 (CC 1)

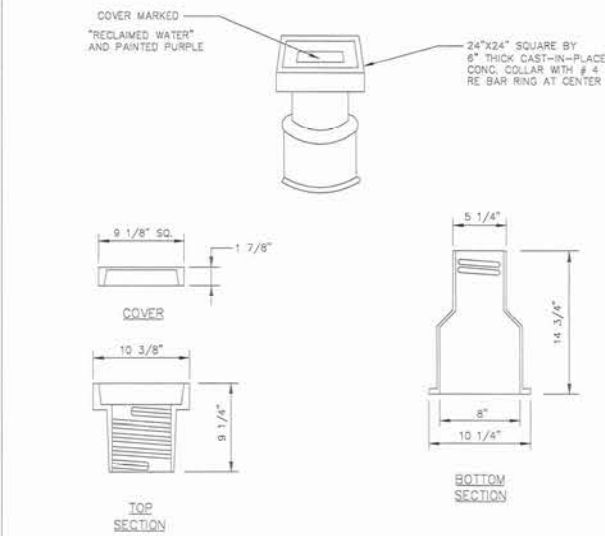
C30

SHEET NO.



STANDARD CONSTRUCTION DETAIL
RECLAIMED WATER SERVICE:
IRRIGATION (SPRINKLER) CONNECTION
3/4" - 1" METER

FILE NAME:	RW5.DWG
DETAIL REF:	RW-5

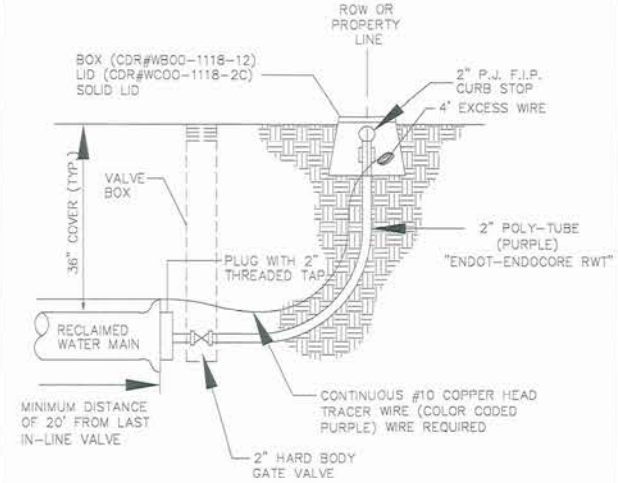


NOTE:

1. RECLAIMED MAIN VALVE BOX AND COVER SHALL BE ADJUSTABLE SCREW TYPE.
2. SEE W-4 FOR ADDITIONAL INFORMATION REGARDING PVC SLEEVE.

STANDARD CONSTRUCTION DETAIL
RECLAIMED WATER MAIN
VALVE BOX

FILE NAME	RW9.DWG
DETAIL REF	RW-9

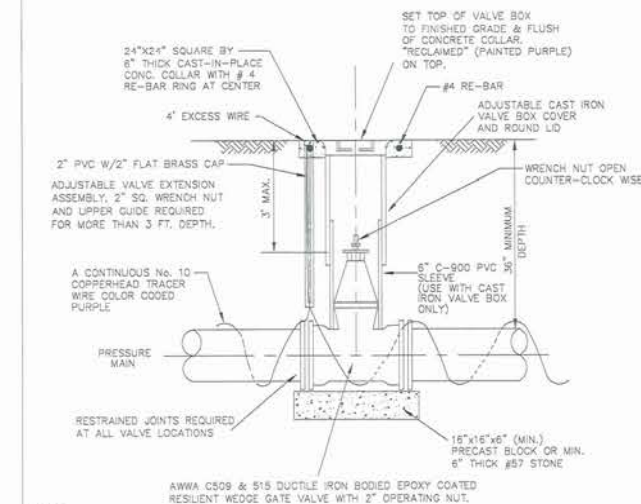


NOTE: BLOW-OFF BOXES FOR POTABLE AND RECLAIMED WATER WILL BE CDR#WBOO-1118-12 (11"x18"x12") THE LID FOR BOTH POTABLE AND RECLAIMED WATER BLOW-OFF BOXES WILL BE CDR #WCOO-1118-2C. THIS LID IS 11" X 18" AND HAS A CAST IRON READER LID. THE WATER AND THE RECLAIMED WATER BLOW-OFF BOX COMPONENTS SHALL BE NATURAL GREY IN COLOR

NOTE: PROVIDE AT LEAST ONE RESTRAINED JOINT IMMEDIATELY UPSTREAM OF BLOW-OFF AS PER LATEST DIPRA RESTRAINED JOINT CALCULATIONS.

STANDARD CONSTRUCTION DETAIL

FILE NAME:
RW10.DWG
DETAIL REF:
RW-10

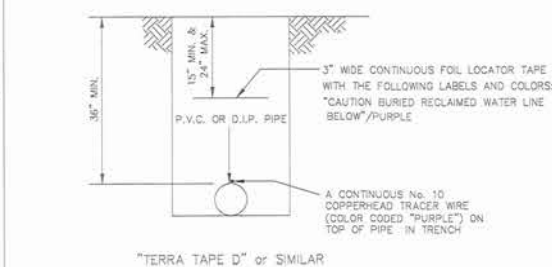


NOTE:

1. BOLT VALVES TO TEE OR CROSS WHEREVER AND WHENEVER APPLICABLE.
2. A CONTINUOUS TRACER WIRE TO BE COLOR CODED "PURPLE" FOR RECLAIMED WATER, LAYED ON TOP IN TRENCH.
3. GATE VALVE WEDGE SHALL BE COMPLETELY ENCAPSULATED WITH EPDM RUBBER.
4. EXTERIOR BOLTS, NUTS, WASHERS AND HARDWARE SHALL BE MINIMUM OF 316 STAINLESS STEEL GRADE.

STANDARD CONSTRUCTION DETAIL
RECLAIMED WATER
VALVE AND VALVE BOX
(4" - 16" VALVE SIZES)

FILE NAME	RW11.DWG
DETAIL REF	RW-1



NOTE:

- 1) A CONTINUOUS No. 10 COPPERHEAD TRACER WIRE TO BE INSTALLED WITH ALL NON-METALLIC PIPE. WIRE SHALL BE BROUGHT UP TO GRADE AT ALL VALVES OUTSIDE P.V.C. SLEEVE, (SEE DETAIL W-5).
- 2) ALL TRACER WIRES SHALL BE INTERCONNECTED WITH WATER PROOF WIRE NUT CAP OR WITH SIMILAR WATER PROOF SPLICE KIT AT ANY SPLICE AND WHERE SERVICES CONNECT TO MAINS.
- 3) A SUCCESSFUL CONTINUITY TEST SHALL BE CONDUCTED AND WITNESSED BY A CITY INSPECTOR AT THE COMPLETION OF TRACER WIRE INSTALLATION.

STANDARD CONSTRUCTION DETAIL
LOCATOR TAPE/ TRACERWIRE INSTALLATION FOR
RECLAIMED WATER PIPELINES

FILE NAME	RW12.DWG
DETAIL REF	RW-1

No.	DATE	BY	Description
REVISIONS			
DRAWN BY	TFS		
APPROVED BY	DMV		
CHECKED BY	NPS		
DATE	JANUARY 2016		
DATUM	NAVD 88		

CITY RECLAIMED WATER DETAILS

PROJECT NO. 50079046 (CC 1)

C31

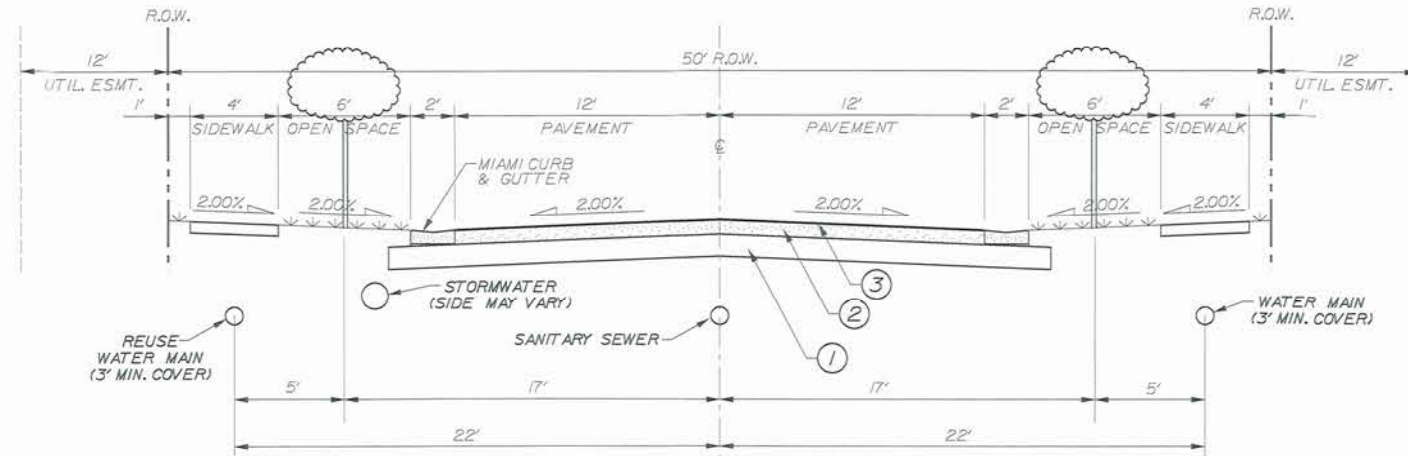
SHEET NO. _____

PAVEMENT LEGEND

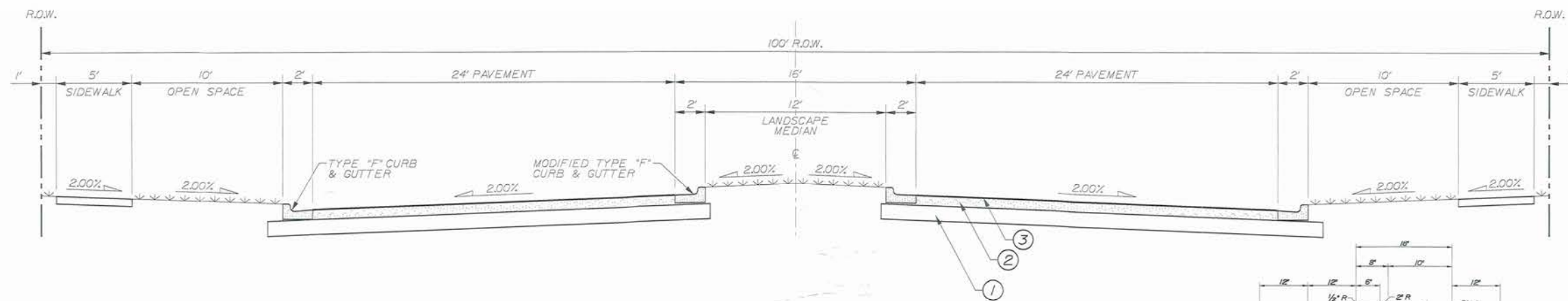
- ① 12" SUBGRADE/SUB-BASE COMPACTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST WITH MINIMUM LBR 40.
- ② 6" RECYCLED CONCRETE BASE (LBR 130) COMPACTED TO 98% DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST. THE CONSTRUCTION METHODS SHALL CONFORM TO THE LATEST EDITION OF THE F.D.O.T. ROAD AND BRIDGE CONSTRUCTION SPECIFICATIONS.
- ③ 1.5" OF FLORIDA DOT ASPHALTIC CONCRETE MIX OF TYPE S-9.5 & COMPACTED TO 98% DENSITY. THE CONSTRUCTION METHODS SHALL CONFORM TO THE LATEST EDITION OF THE F.D.O.T. ROAD AND BRIDGE CONSTRUCTION SPECIFICATIONS.

ALTERNATE BASE:
6" SOIL CEMENT BASE MINIMUM BEARING STRENGTH OF 300 P.S.I. SHALL BE OBTAINED WITHIN 7 DAYS AND COMPACTED TO 98% DENSITY BASED ON AASHTO T-99 STANDARD PROCTOR TEST. CONSTRUCTION METHODS SHALL CONFORM TO SECTION 270 OF STANDARD F.D.O.T. SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.

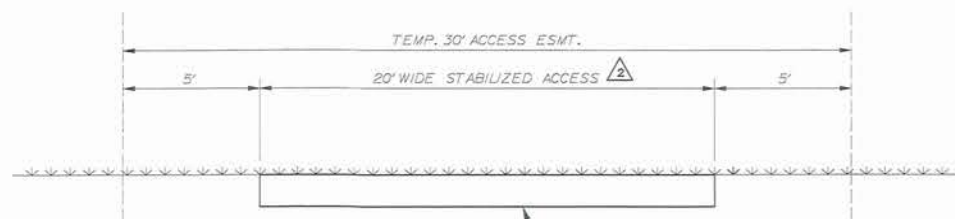
USE OF ALTERNATE BASE MUST FIRST BE APPROVED BY THE CITY ENGINEER



TYPICAL SECTION - 50' R.O.W.



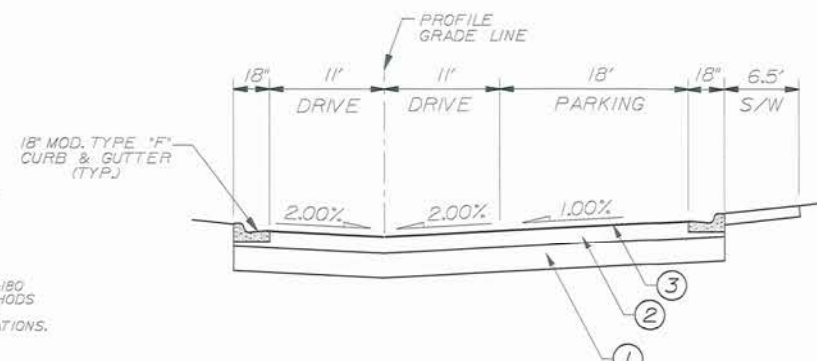
TYPICAL SECTION - 100' R.O.W.



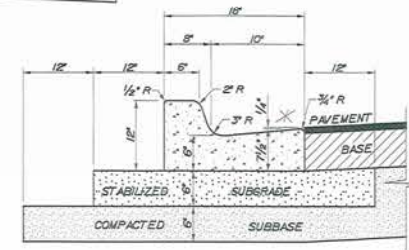
TEMPORARY EMERGENCY STABILIZED ACCESS

ALTERNATE BASE:
14" SOIL CEMENT BASE
MINIMUM BEARING STRENGTH OF 300 P.S.I. SHALL BE OBTAINED WITHIN 7 DAYS AND COMPACTED TO 98% DENSITY BASED ON AASHTO T-99 STANDARD PROCTOR TEST. CONSTRUCTION METHODS SHALL CONFORM TO SECTION 270 OF STANDARD F.D.O.T. SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
USE OF ALTERNATE BASE MUST FIRST BE APPROVED BY THE CITY ENGINEER

NOTE:
THE TYPICAL SECTION STRUCTURE NUMBER OF 21 TO BE MET USING TABLE 5.4 OF THE F.D.O.T. FLEXIBLE PAVEMENT DESIGN MANUAL, MARCH 2015. DEVIATIONS SHALL BE APPROVED BY THE EOR AND THEN SUBMITTED FOR APPROVAL TO THE CITY ENGINEER.

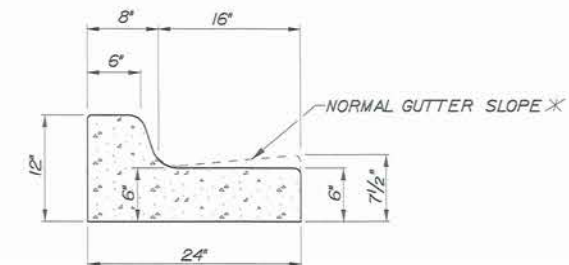


TYPICAL PARKING LOT SECTION



18" MODIFIED STANDARD TYPE "F" CURB & GUTTER DETAIL

NOTE
WHEN USED ON THE HIGH SIDE OF ROADWAYS, THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE CROSS SLOPE OF THE ADJACENT PAVEMENT.



NOTE
WHEN USED ON THE HIGH SIDE OF ROADWAYS, THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE CROSS SLOPE OF THE ADJACENT PAVEMENT.

MODIFIED STANDARD TYPE "F" CURB & GUTTER DETAIL



KEY PLAN

SCALE NORTH

No.	DATE	BY	Description
4	7-19-16	TFS	REV PER CITY COMMENTS
2	4-21-16	KJK	REV PER CITY COMMENTS

REVISIONS

DRAWN BY	TFS
APPROVED BY	DMV
CHECKED BY	NPS
DATE	JANUARY 2016
DATUM	NAVD 88

TITLE

TYPICAL
PAVING
SECTIONS

PROJECT NO. 50079046 (CC 1)

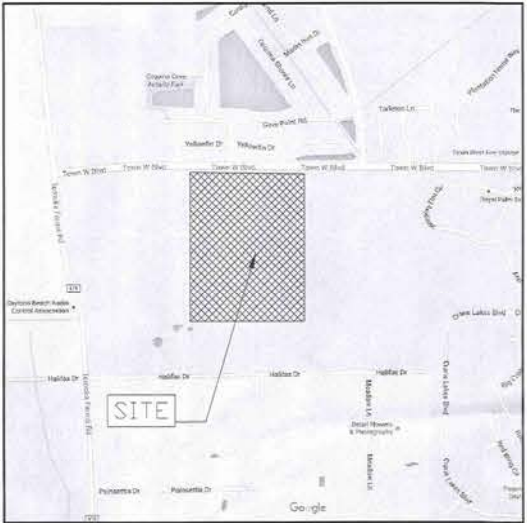
C32

SHEET NO.

Site Permit

Issued for	Permit
Date Issued	January 12, 2016
Latest Issue	July 19, 2016

Westport Reserve
(Phase 2B)
City of Port Orange, Florida
Parcel IDs #:



Site Location Map



0 0 NTS Feet

Developer / Applicant / Owner

EDGE COVE, LLC
370 CenterPointe Circle, Suite 1136
Altamonte Springs, FL 32701
Contact: M. Scott Stearns, PE, LEED AP
Tel.: 407.834.9560

Sheet Index		
No.	Drawing Title	Latest Issue
C-100	Cover Sheet	7/19/2016
L-000	General Notes	7/19/2016
L-100	Overall Hardscape Plan	7/19/2016
L-101-L-102	Hardscape Plans	7/19/2016
L-200-L-203	Hardscape Details	7/19/2016
L-300	Overall Landscape Plan	7/19/2016
L-301-L-302	Landscape Plans	7/19/2016
L-350	Landscape Specifications	7/19/2016
L-351	Landscape Notes	7/19/2016
L-352	Landscape Details & Schedule	7/19/2016
L-401- L-402	Irrigation Plans	7/19/2016
L-403	Irrigation Details	7/19/2016
L-404	Irrigation Notes	7/19/2016
L-501-L-502	Landscape Lighting Plans	7/19/2016
L-550	Landscape Lighting Details	7/19/2016

Civil Engineer:
Dewberry
800 North Magnolia Ave, Suite 1000
Orlando, FL 32803
P 321.354.9711 · F 407.649.8664

Landscape Architect:
VHB
225 E. Robinson St., Suite 300
Orlando, FL 32801
P 407.839.4006 · F 407.839.4008

Architect:
Charlan Brock and Associates
1770 Fennell Street
Maitland, Florida 32751
P 407.660.8900

Irrigation Designer:
Insight Irrigation LLC
Umatilla, Florida 32751
P 352.434.5015

vhb.com



225 E. Robinson Street
Suite 300
Orlando, FL 32801
407.839.4006
Certificate of Authorization
Number FL #3932



REVISED



Notes:

GENERAL LANDSCAPE NOTES

- 1) ALL ON-SITE EXISTING CONDITIONS INCLUDING SURFACE AND SUBSURFACE UTILITIES, GRADES, DIMENSIONS AND SOIL CONDITIONS SHALL BE VERIFIED BY THE CONTRACTOR BEFORE CONSTRUCTION BEGINS. THE CONTRACTOR SHALL BECOME FAMILIAR WITH ALL PLANS PREPARED BY OTHERS THAT AFFECT THE LANDSCAPE WORK. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT.
- 2) EVERY POSSIBLE SAFEGUARD SHALL BE TAKEN TO PROTECT BUILDING SURFACES, EQUIPMENT, FURNISHINGS AND EXISTING PLANTING AREAS TO REMAIN INCLUDING LAWN. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE OR INJURY TO PERSON OR PROPERTY THAT MAY OCCUR AS A RESULT OF NEGLIGENCE IN THE EXECUTION OF THE CONTRACTOR'S WORK
- 3) THE CONTRACTOR SHALL INTERFACE WITH OTHER WORK BEING PERFORMED BY OTHER CONTRACTORS. IT WILL BE NECESSARY FOR THE CONTRACTOR TO COORDINATE AND SCHEDULE ACTIVITIES, WHERE NECESSARY, WITH OTHER CONTRACTORS AND THEIR SUBCONTRACTORS. THE LANDSCAPE CONTRACTOR SHALL INSURE THAT THEIR WORK DOES NOT IMPACT ESTABLISHED OR PROJECTED DRAINAGE PATTERNS
- 4) PRIOR TO PLANTING INSTALLATION, THE CONTRACTOR SHALL CONFIRM THE AVAILABILITY OF ALL THE SPECIFIED PLANT MATERIALS AND MAKE ARRANGEMENTS WITH THE LANDSCAPE ARCHITECT AND OWNER'S REPRESENTATIVE TO REVIEW OR MUTUALLY FIELD TAG AGREED UPON PLANT MATERIALS AT LEAST TWO (2) WEEKS PRIOR TO DELIVERY TO SITE.
- 5) ALL PLANT MATERIAL SIZES SPECIFIED ARE MINIMUM SIZES. ALL CONTAINER AND TREE CALIPER SIZES ARE MINIMUM. CONTAINER OR CALIPER SIZE MAY BE INCREASED IF NECESSARY TO PROVIDE OVERALL PLANT SIZE SPECIFIED.
- 6) PLANT SUBSTITUTIONS WILL BE PERMITTED WITH PRIOR APPROVAL FROM THE LANDSCAPE ARCHITECT. IF SPECIFIED PLANT MATERIALS ARE NOT AVAILABLE, IDENTIFY THE EXTENT AND QUANTITY IN WRITING TOGETHER WITH A RECOMMENDED SUBSTITUTION THAT MEETS OR EXCEEDS THE INITIAL REQUIREMENT.
- 7) THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING EXISTING VEGETATION AS REQUIRED AND PREPARING PLANTING AREAS PRIOR TO INSTALLATION OF PLANT MATERIALS.
- 8) THE LANDSCAPE CONTRACTOR SHALL TEST PROJECT SOILS TO VERIFY THAT THE SOILS ON-SITE ARE ACCEPTABLE FOR PROPER GROWTH OF PLANT MATERIALS AND ADEQUATE DRAINAGE IN PLANT BEDS AND PLANTERS. THE LANDSCAPE CONTRACTOR SHALL COORDINATE THE LOCATION AND PROCUREMENT OF EXISTING ON-SITE SOIL SAMPLES WITH THE LANDSCAPE ARCHITECT. REPRESENTATIVE SAMPLES SHALL BE SUBMITTED TO A CERTIFIED TESTING LABORATORY FOR ANALYSIS. THE FINDINGS, TOGETHER WITH RECOMMENDATIONS FOR AMENDING THE SOILS SHALL BE REVIEWED AND APPROVED BY THE OWNER, LANDSCAPE ARCHITECT, AND OWNER'S REPRESENTATIVE PRIOR TO DELIVERY AND INSTALLATION OF PLANT MATERIALS AT THE JOB.
- 9) THE LANDSCAPE CONTRACTOR SHALL INSURE ADEQUATE VERTICAL SOIL DEPTH AND DRAINAGE IN ALL PLANT BEDS AND PLANTERS. EXCAVATION OF ROCK AND COMPACTED FILL SHALL BE ACCOMPLISHED TO INSURE PROPER SOIL DEPTH AND DRAINAGE.
- 10) ALL PLANTING BEDS SHALL BE STAKED IN ACCORDANCE WITH THE PLANS AND APPROVED BY THE LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE PRIOR TO PLANTING. THE LANDSCAPE CONTRACTOR SHALL PROVIDE STAKES OR IRRIGATION FLAGS TO LOCATE THE EDGES OF ALL SHRUB AND GROUNDCOVER PLANT BEDS AND INDIVIDUAL TREES AND PALMS. IF EXISTING CONDITIONS DO NOT ALLOW THE DESIGN TO BE LAID OUT AS SHOWN, NOTIFY THE LANDSCAPE ARCHITECT IMMEDIATELY.
- 11) ALL PROPOSED TREES SHALL BE INSTALLED EITHER ENTIRELY IN OR ENTIRELY OUT OF PLANTING BEDS. PLANTING BED OUTLINES SHALL NOT BE OBSTRUCTED AND SHALL BE SMOOTH AND FLOWING. IF TREES ARE LOCATED OUTSIDE PLANTING BEDS IN GRASS AREAS, MAINTAIN A MINIMUM THREE FEET 3' WIDE OFFSET TO ALLOW FOR MOWERS TO MANEUVER.
- 12) THE PLANT QUANTITIES SHOWN ON THE LANDSCAPE CONTRACT DOCUMENTS ARE FOR THE CONVENIENCE OF THE LANDSCAPE CONTRACTOR. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES AND REPORTING ANY DISCREPANCIES TO THE LANDSCAPE ARCHITECT FOR CLARIFICATION PRIOR TO CONTRACT AWARD AND COMMENCEMENT OF WORK.
- 13) THE LANDSCAPE CONTRACTOR SHALL VERIFY THE EXTENT OF GRASSING WORK IN THE FIELD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING GRASS IN THE AREAS SHOWN ON THE PLAN IN SUFFICIENT QUANTITY TO PROVIDE FULL COVERAGE. ADDITIONAL GRASS REQUIRED WILL BE ADJUSTED BASED ON A SQUARE FOOTAGE UNIT PRICE. AREAS TO BE GRASSED SHALL BE AMENDED PER SOILS REPORT TO PROVIDE REQUIRED NUTRIENTS AND SOIL PH OF BETWEEN 6.0 AND 7.0.
- 14) THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING PLANTS, SPACED AS SPECIFIED ON THE PLANT LIST. WHEN INSTALLING SHRUBS IN PLANTING BEDS, SPACING OF MATERIAL SHALL TAKE PRECEDENCE OVER QUANTITY OF MATERIALS INDICATED FOR PLANTING AREAS. NOTIFY LANDSCAPE ARCHITECT IMMEDIATELY IF SUCH SITUATIONS ARISE. SHRUB AND GROUNDCOVER SPACING IS GENERALLY INDICATED ON THE PLANT LIST FOR ALL "MASS PLANTINGS". ACCENT SHRUBS AND TREES THAT ARE NOT PART OF MASS PLANTINGS SHALL BE SPACED AS SHOWN ON THE PLANS.
- 15) THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE STABILITY AND PLUMB CONDITION OF ALL INSTALLED PLANT MATERIALS. THE CONTRACTOR SHALL REMOVE ALL STAKING MATERIALS THE END OF THE GROW-IN PERIOD AND DISPOSE OFFSITE.
- 16) ALL PLANTING BEDS SHALL BE TOP-DRESSED WITH A 3" LAYER OF MULCH AS SPECIFIED. ALL TREES SHALL HAVE A 3" THICK MULCH RING PLACED AROUND THE BASE OF THE TRUNK. THE LANDSCAPE SCOPE OF WORK INCLUDES MULCHING AS AN INTEGRAL PART THE PROJECT.
- 17) ALL PLANT MATERIALS SHALL RECEIVE ADEQUATE WATERING BY THE LANDSCAPE CONTRACTOR AS REQUIRED UNTIL THE LANDSCAPE IRRIGATION SYSTEM IS FULLY OPERATIONAL AND UNTIL FINAL ACCEPTANCE BY OWNER.
- 18) ALL EXISTING PLANT BEDS TO REMAIN WITHIN THE CONSTRUCTION LIMIT LINE SHALL BE LEFT UNDISTURBED. EXISTING TREES TO REMAIN, AS NOTED ON THE DRAWINGS, SHALL BE LEFT UNDISTURBED AND PROTECTED BY WOODEN BARRICADES ERRECTED AT THE PERIMETER OF THE TREE DRIP-LINE (S). NO VEHICLE SHALL TRAVERSE THIS AREA NOR SHALL ANY STORAGE OF MATERIALS OR EQUIPMENT BE PERMITTED WITHIN THE AREA OF THE TREE DRIP-LINE(S). ANY EXISTING PLANT BEDS OR TREES DAMAGED BY CONSTRUCTION ACTIVITY SHALL BE REPLACED BY THE RESPONSIBLE PARTY AT THEIR OWN EXPENSE.
- 19) NO TREES SHALL BE PLANTED WITHIN DESIGNATED UTILITY CORRIDORS, PUBLIC RIGHT OF WAY NOR ANY PLANTS LOCATED WITHIN FOUR FEET (4') OF ANY SWALE CENTERLINE IDENTIFIED ON THE DRAWINGS. FIELD ADJUST AS NECESSARY AND REVIEW ADJUSTMENTS WITH THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- 20) THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF ALL DEBRIS AND EXCAVATED BACKFILL OFF-SITE ON A DAILY BASIS AT NO ADDITIONAL COST TO THE OWNER.
- 21) SEE LANDSCAPE SPECIFICATIONS FOR FURTHER REQUIREMENTS.

GENERAL FINE GRADING NOTES

- 1) REFER TO CIVIL DRAINAGE FOR EARTHWORK AND SITE PLANNING.
- 2) THE CONTRACTORS SHALL BE REQUIRED TO PROVIDE ALL FINE GRADING NECESSARY TO ACHIEVE THE FINISHED GRADES NOTED ON THE GRADING PLANS ACCORDING TO THE SPECIFICATIONS.
- 3) UNDERGROUND UTILITIES, CONDUIT, SLEEVES, DRAINAGE PIPES, ETC., HAVE BEEN PREVIOUSLY INSTALLED OR SCHEDULED FOR FUTURE INSTALLATION BY OTHERS. CONTRACTOR SHALL COORDINATE AND WORK CLOSELY WITH OTHER CONTRACTORS, TRADES, AND THE OWNER'S REPRESENTATIVE TO AVOID DAMAGE TO THESE UNDERGROUND AND AT GRADE ELEMENTS. ANY DAMAGES SHALL BE REPORTED IMMEDIATELY TO THE OWNER'S REPRESENTATIVE.
- 4) FINISHED GRADE IN PLANTING BED AREAS SHALL BE 2" TO 3" BELOW THE FINISHED ELEVATIONS SHOWN FOR ALL HARDSCAPE SURFACES (SEE DETAILS FOR VARYING CONDITIONS).
- 5) ALL UTILITIES, SLEEVES, MANHOLES, OUTFALL STRUCTURES, SHALES, AND OTHER STRUCTURES OR TOPOGRAPHICAL FEATURES SHALL BE FIELD STAKED AND VERIFIED PRIOR TO CONSTRUCTION. NOTIFY THE OWNER'S REPRESENTATIVE OF ANY EXISTING UTILITY WHICH NEEDS TO BE RAISED TO MATCH FINISHED GRADES SHOWN IN THE DRAWINGS
- 6) ALL FILL REQUIRED SHALL BE CLEAN, WELL DRAINING SOIL. FILL SHALL BE CLEAN AND FREE OF ALL MATERIAL HARMFUL TO PLANT GROWTH AND DELETERIOUS MATERIAL SUCH AS ROCKS (LARGER THAN 2" DIA.), COMPACTED CLAY, ROAD BED OR SURFACING MATERIAL, MARL, ROOTS, BRANCHES, ETC.
- 7) CONTOURS FOR BERMING SHALL BE SMOOTH, CONTINUOUS ARCS. SIDE SLOPES SHALL BE SMOOTH AND EVEN IN TRANSITION AND VOID OF DEPRESSIONS AND SURFACE IRREGULARITIES. ALL BERMS SHALL HAVE A MAXIMUM SIDE SLOPE OF THREE FEET (3') 1-HORIZONTAL TO ONE FOOT (1) VERTICAL (IE, 3 TO 1), UNLESS OTHERWISE NOTED.
- 8) MAXIMUM SIDEWALK SLOPE SHALL BE 5% (5:1). UNLESS OTHERWISE NOTED, MINIMUM SIDEWALK SLOPE SHALL BE 1%. MAXIMUM SIDEWALK CROSS SLOPE SHALL BE 2% PITCHED TOWARD DRAINAGE STRUCTURES.
- 9) ALL PAVEMENT AND LANDSCAPE AREAS OF THE PROJECT SHALL POSITIVELY DRAIN TO DRAINAGE STRUCTURES INDICATED ON THE SITE GRADING PLANS.
- 10) THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EROSION PROTECTION AND SLOPE STABILIZATION BY OWNER-APPROVED MEANS.
- 11) GENERAL CONTRACTOR SHALL FURNISH AND INSTALL ALL NECESSARY FENCES, BARRICADES, AND SEDIMENT CONTROL DEVICES AND WILL MAINTAIN AND REPAIR ANY DAMAGE WHICH MAY IMPEDE THEIR EFFECTIVENESS AND AS DIRECTED BY THE OWNER'S REPRESENTATIVE.
- 12) BOUNDARY BETWEEN CUT/FILL SLOPES AND EXISTING GRADES SHOULD BE ROUNDED TO CREATE A NATURAL APPEARANCE WHERE POSSIBLE.
- 13) CONTRACTOR SHALL CONTROL STORMWATER RUNOFF DURING CONSTRUCTION TO PREVENT ADVERSE IMPACTS TO OFF SITE AREAS, AND SHALL BE RESPONSIBLE TO REPAIR RESULTING DAMAGES, IF ANY, AT NO COST TO OWNER.
- 14) EROSION/SEDIMENT CONTROL BEST MANAGEMENT PRACTICES (BMP) IN ADDITION TO THOSE PRESENTED ON THE PLANS SHALL BE IMPLEMENTED AS NECESSARY TO PREVENT TURBID DISCHARGES FROM LEAVING THE PROJECT SITE. MEASURES SHALL BE IMPLEMENTED TO ENSURE SURFACE WATER QUALITY CONDITIONS ARE IN COMPLIANCE WITH THE WATER QUALITY STANDARDS. SPECIFICALLY, SEDIMENT CONTROL SHALL BE INSTALLED TO PROTECT THE EXISTING STORMSEWER SYSTEM.

GENERAL SITE LAYOUT NOTES

- 1) SEE CIVIL DRAWINGS FOR CONSTRUCTION LAYOUT GEOMETRY OF THE PROJECT'S SITE DEVELOPMENT ELEMENTS.
- 2) REFER TO HARDSCAPE PLANS AND DETAILS AS WELL AS THE STRUCTURAL DOCUMENTS FOR ADDITIONAL LAYOUT INFORMATION.
- 3) GENERAL CONTRACTOR SHALL COORDINATE AND VERIFY ALL POINTS OF BEGINNING AND BENCHMARKS FOR THE SITE WITH THE OWNER'S REPRESENTATIVE PRIOR TO INITIATING LAYOUT OF SITE ELEMENTS. ANY DISCREPANCIES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE AND THE LANDSCAPE ARCHITECT.
- 4) UNLESS NOTED OTHERWISE, THE LIMITS OF CONSTRUCTION SHALL BE AS NOTED ON THE DRAWINGS.
- 5) GENERAL CONTRACTOR SHALL USE THE COORDINATE GEOMETRY INDICATED ON THE HARDSCAPE PLANS TO LAYOUT PAVEMENT AND PAVEMENT PATTERNS, ETC. BRING ANY DISCREPANCIES, INCONSISTENCIES OR ERRORS TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE AND LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION.
- 6) WHEREVER POSSIBLE, THE CONTRACTOR SHALL COORDINATE THE LOCATION OF THE DRAIN INLETS AND OTHER AT GRADE UTILITY ELEMENTS WITH THE LAYOUT OF THE PAVEMENT AND PAVEMENT PATTERN.

GENERAL SITE HARDSCAPE NOTES

- 1) THE CONTRACTORS SHALL FIELD VERIFY ALL EXISTING CONDITIONS AND LOCATION OF PROPOSED IMPROVEMENTS PRIOR TO INITIATING ANY CONSTRUCTION
- 2) REFER TO THE CIVIL AND HARDSCAPE DRAWINGS FOR LAYOUT GEOMETRY INFORMATION FOR ALL SITE ELEMENTS.
- 3) THE CONTRACTOR SHALL FIELD VERIFY OF ALL UNDERGROUND UTILITIES, IRRIGATION AND OTHER ELEMENTS AND COORDINATE WITH THE OWNER'S REPRESENTATIVE PRIOR TO INITIATING OPERATIONS. DRAWINGS ARE PREPARED ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF PREPARING THESE DOCUMENTS.
- 4) ALL EXISTING SITE ROADS, PARKING LOTS, CURBS, UTILITIES, SEWERS AND OTHER ELEMENTS TO REMAIN SHALL BE FULLY PROTECTED FROM ANY DAMAGE UNLESS OTHERWISE NOTED. REPORT ANY DISCREPANCIES BETWEEN THE CONSTRUCTION DRAWINGS AND FIELD CONDITIONS TO THE OWNER'S REPRESENTATIVE IMMEDIATELY. THE CONTRACTOR SHALL COORDINATE ALL WORK WITH RELATED CONTRACTORS AND WITH THE GENERAL CONSTRUCTION OF THE PROJECT IN ORDER NOT TO IMPEDE THE PROGRESS OF THE WORK OF OTHERS OR THE CONTRACTOR'S OWN WORK.
- 5) THE CONTRACTOR SHALL PROVIDE ALL NECESSARY SAFETY MEASURES DURING CONSTRUCTION OPERATIONS TO PROTECT THE PUBLIC ACCORDING TO ALL APPLICABLE CODES AND RECOGNIZED LOCAL PRACTICES
- 6) THE CONTRACTOR SHALL COORDINATE ACCESS AND STAGING AREAS WITH THE OWNER'S REPRESENTATIVE.

- 7) ALL PAVEMENT JOINTS ARE TO BE PARALLEL, PERPENDICULAR OR TANGENT TO ADJACENT LINES UNLESS NOTED OTHERWISE. LAYOUT CURVILINEAR JOINTS AS INDICATED ON THE DRAWINGS FOR APPROVAL BY THE OWNER'S REPRESENTATIVE PRIOR TO CONSTRUCTION
- 8) ALL PAVEMENT SHALL BE STAKED IN THE FIELD USING DIMENSIONS AND LAYOUT GEOMETRY INDICATED ON THE CIVIL PLANS OR AS INSTRUCTED AND APPROVED BY THE OWNER'S REPRESENTATIVE PRIOR TO CONSTRUCTION. ALIGNMENT MAY BE ADJUSTED TO ACCOMMODATE EXISTING DRAIN INLETS, MANHOLES, OR OTHER SITE ELEMENTS
- 9) THE CONTRACTOR SHALL PROVIDE SAMPLE PAVERS AND FINISHES OF ALL PAVING FOR APPROVAL BY THE OWNER'S REPRESENTATIVE PRIOR TO CONSTRUCTION IN CONFORMANCE WITH THE SPECIFICATIONS.
- 10) THE CONTRACTOR SHALL SUBMIT SAMPLES OF ALL JOINT SEALANTS AND COLORS FOR APPROVAL BY THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION
- 11) THE GENERAL CONTRACTOR SHALL PROVIDE, INSTALL, AND MAINTAIN ALL EROSION AND SEDIMENTATION CONTROL MEASURES (SILT FENCE, GEO FENCE AND/OR OTHER MEASURES) DURING CONSTRUCTION.
- 12) SEE HARDSCAPE DETAILS FOR CONCRETE EXPANSION JOINTS AND CONTROL JOINTS. CONTROL AND EXPANSION JOINT MODULE WIDTH MAY VARY TO ACHIEVE THE LAYOUT DEPICTED ON THE PLANS. THE CONTRACTOR SHALL FIELD MEASURE AND IDENTIFY MODULAR WIDTHS THAT ACHIEVE THE INTENT OF THE LAYOUT SHOWN ON THE PLAN. CONTRACTOR SHALL SUBMIT TO THE OWNER'S REPRESENTATIVE A REDLINED PLAN SHOWING ANY REQUIRED CHANGES IN JOINT LAYOUT PRIOR TO PLACEMENT. EXPANSION JOINTS SHALL BE PROVIDED AS SHOWN ON THE PLANS AND AT ALL INTERFACES.
- 13) SEE CIVIL GRADING PLANS FOR PAVEMENT ELEVATIONS. MATCH GRADES WITH EXISTING CONDITIONS. VERIFY THAT THE PAVEMENT SURFACES BETWEEN EXISTING AND NEW ARE FLUSH AND PROVIDE SMOOTH TRANSITION.
- 14) THE CONTRACTORS SHALL CLEAN THE WORK AREAS AT THE END OF EACH WORKING DAY. RUBBISH AND DEBRIS SHALL BE COLLECTED AND DEPOSITED OFF-SITE DAILY. ALL MATERIALS, PRODUCTS AND EQUIPMENT SHALL BE STORED IN AN ORGANIZED FASHION AS DIRECTED BY THE OWNER'S REPRESENTATIVE.
- 15) THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE LOCATION OF ALL DRAIN INLETS, CATCH BASINS, YARD DRAINS AND MANHOLES INDICATED ON THE CIVIL PLANS WHERE POSSIBLE. DRAIN INLETS IN PAVEMENT SHALL BE LOCATED AT THE INTERSECTION OF PAVEMENT JOINTS OR IN THE CENTER OF A PAVEMENT FIELD DEFINED BY THE PAVEMENT JOINT PATTERN INDICATED ON THE DRAWINGS.

GENERAL SITE LIGHTING NOTES

- 1) ALL LIGHTING SHALL BE INSTALLED BY A LICENSED ELECTRICIAN(S) IN CONFORMANCE WITH ALL APPLICABLE REGULATORY CODES. THE CONTRACTOR AND/OR ELECTRICIAN SHALL OBTAIN ALL REQUIRED PERMITS PRIOR TO INSTALLATION.
- 2) THE CONTRACTOR AND/OR ELECTRICIAN SHALL PROVIDE SUBMITTALS AND/OR SHOP DRAWNGS OF ALL SITE FIXTURES FOR APPROVAL BY THE OWNER AND LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- 3) ALL LIGHTING SHALL BE PROVIDED AS IDENTIFIED ON THE DRAWINGS AND/OR IN THE SPECIFICATIONS. NO SUBSTITUTIONS IN MATERIALS OR MANUFACTURER SHALL BE PERMITTED WITHOUT THE EXPRESS WRITTEN APPROVAL OF THE LANDSCAPE ARCHITECT AND OWNER
- 4) THE CONTRACTOR SHALL FIELD STAKE THE LOCATION OF ALL SPECIFIED LIGHTING UNITS SHOWN ON THE PLAN AND OBTAIN THE OWNER'S WRITTEN APPROVAL PRIOR TO INSTALLATION.
- 5) THE CONTRACTOR SHALL INSTALL ALL LIGHT FIXTURES PER THE MANUFACTURER'S RECOMMENDATIONS.
- 6) LIGHTING SYSTEM SHOULD ALLOW ADDITIONAL JUNCTION BOXES FOR DIRECTIONAL SIGNS, FUTURE EXPANSION AND TEMPORARY LIGHTING NEEDS.
- 7) COORDINATE LIGHT CONDUIT, TRENCHING, AND BACKFILL WITH IRRIGATION, AND OTHER UTILITIES AS REQUIRED WITH OWNER'S REPRESENTATIVE.
- 8) LOCATE CONDUITS NEAR EDGE OF PLANTING AREAS TO AVOID CONFLICT WITH PLANTING INSTALLATION.

GENERAL SITE FURNISHINGS NOTES

- 1) THE CONTRACTOR TO PROVIDE THE FOLLOWING SUBMITTALS,
- ALL MANUFACTURER'S DATA INCLUDING DIRECTIONS OR RECOMMENDATIONS FOR INSTALLATION, METHODS, PROCEDURES AND MAINTENANCE.
 - COMPLETE SHOP DRAWINGS FOR ALL SITE FURNISHINGS INDICATING ALL DETAILS OF FABRICATION AND INSTALLATION INCLUDING SIZES, SHAPES, FINISHES, COLORS, THICKNESS, MATERIAL QUALITY AND ALL OTHER RELATED WORK APPLICABLE TO THE SITE FURNISHINGS.
 - SUBMIT COLOR SAMPLES FOR APPROVAL BY THE OWNER.
- 2) DELIVER ALL MATERIALS WITH MANUFACTURER'S TAGS AND LABELS INTACT IN CLEAN, DRY AND PROTECTED LOCATIONS.
- 3) STORE AND HANDLE ALL SITE FURNISHINGS SO AS TO AVOID DAMAGE.
- 4) ALL SITE FURNISHINGS SHALL BE PROVIDED BY THE CONTRACTOR INCLUDING ORDERING, SHIPPING, DELIVERY, UNPACKING, AND INSTALLING ACCORDING TO MANUFACTURER'S SPECIFICATIONS AND AS DETAILED ON THE DRAWINGS. THE CONTRACTOR SHALL VERIFY INSTALLATION PROCEDURE WITH THE OWNER'S REPRESENTATIVE PRIOR TO INSTALLING.
- 5) ALL SITE FURNISHINGS LOCATIONS ARE TO BE APPROVED BY OWNER'S REPRESENTATIVE PRIOR TO BEING PLACED ON SITE.
- 6) ALL SITE FURNISHINGS SHALL BE GUARANTEED BY THE CONTRACTOR FREE OF DEFECTS, CRACKS, CHIPS, STAINS AND SHALL BE COMPLETELY CLEAN AND FREE OF DAMAGES UPON FINAL PLACEMENT AND APPROVAL

ABBREVIATIONS:

APPROX	APPROXIMATE
BLDG	BUILDING
BOC	BACK OF CURB
CONT	CONTINUOUS
EOP	EDGE OF PAVEMENT
EX	EXISTING
HC	HANDICAP
GEN	GENERAL
GC	GENERAL CONTRACTOR
HORT	HORIZONTAL
LC	LANDSCAPE CONTRACTOR
LC	LANDSCAPE CONTRACTOR
MAX	MAXIMUM
MIN	MINIMUM
MISC	MISCELLANEOUS
NOM	NOMINAL
NTS	NOT TO SCALE
OC	ON CENTER
QTY	QUANTITY
REINF	REINFORCING
SIM	SIMILAR
SPEC(S)	SPECIFICATIONS
TEMP	TEMPORARY
TYP	TYPICAL
VERT	VERTICAL
H/	WITH
W/O	WITHOUT



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Westport Reserve
(Phase 2B)

City of Port Orange, Florida

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1	Per Port Orange DRC Comments	5/12/16	
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3	Per Port Orange DRC Comments	7/19/16	

Designed by	ST	Checked by	CB
Issued for		Date	Jan. 12, 2016

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Drawing Title

General Notes

Drawing Number



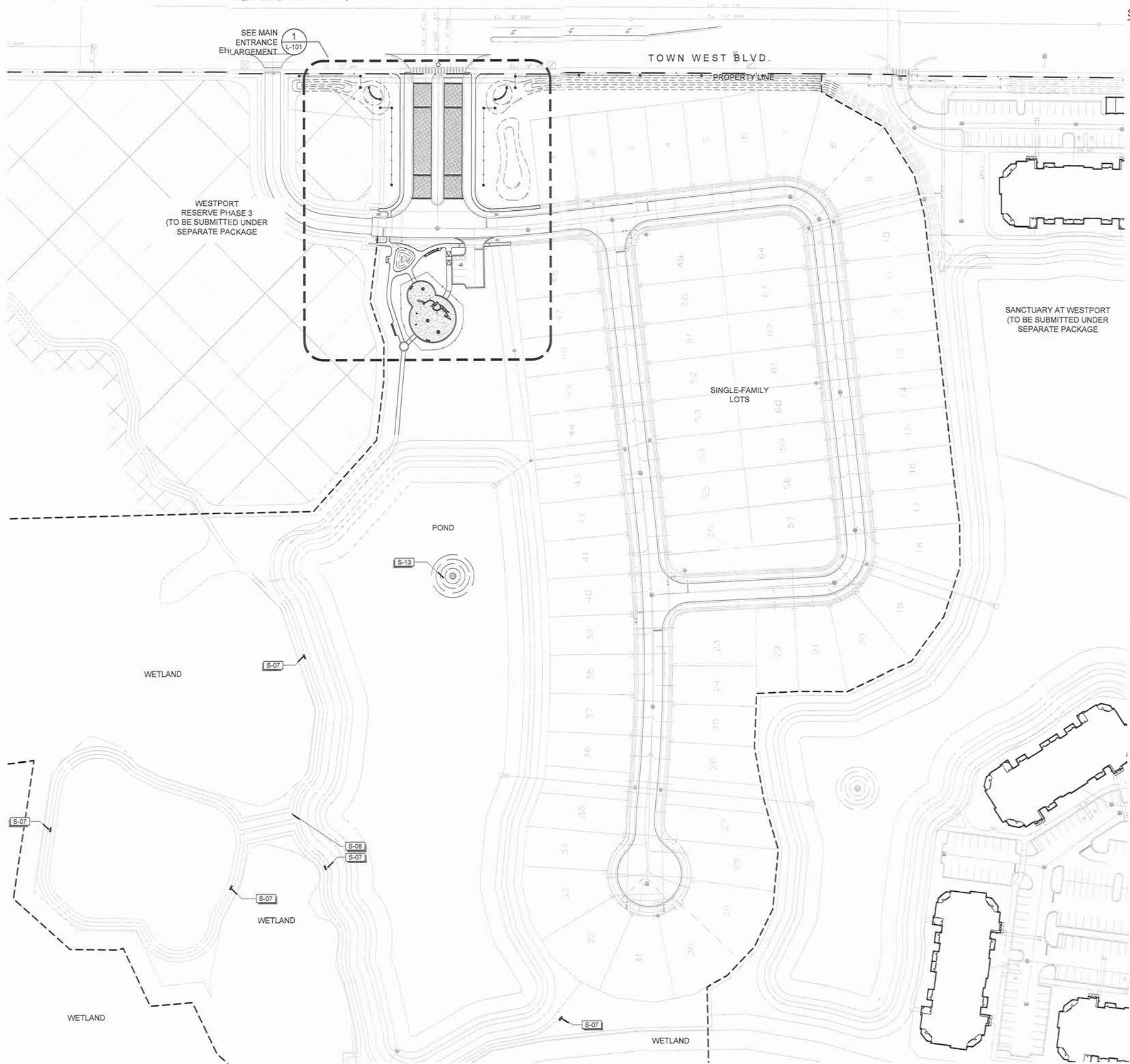
LA 703
STATE OF FLORIDA
CHRISTOPHER J. BROWN

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Sheet 1 of 1

Project Number
62444.00

DATE: Jul. 19, 2016

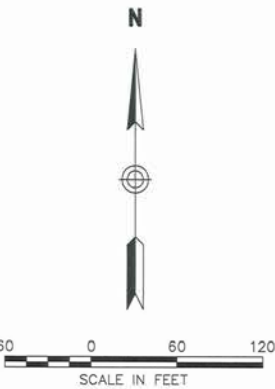


SITE FURNISHING SCHEDULE

- S-07** MATERIAL: 6' BENCH
PRODUCT #: HORIZON BENCH (#LBCBR)
MANUFACTURER: ANOVA FURNISHINGS
SIZE: 33"-H x 75"-L
COLOR: PEWTER
FINISH: POWDER COATED STEEL
CONTACT: WWW.ANOVAFURNISHINGS.COM
NOTES: INSTALL PER MANUFACTURER'S RECOMMENDATIONS
- S-08** MATERIAL: PET WASTE STATION
MANUFACTURER: DOGIPOT
WWW.BYOPLAYGROUND.COM
PRODUCT: ALUMINUM PET STATION (#1003-L)
NOTES: INSTALL PER MANUFACTURER'S RECOMMENDATION
- S-13** MATERIAL: FLOATING FOUNTAIN
PRODUCT #: THE DAWSON (OR APPROVED EQUAL)
MANUFACTURER: WESCO FOUNTAINS
SIZE: T.B.D.
CONTACT: WWW.WESCOFOUNTAINS.COM
NOTES: INSTALL PER MANUFACTURER'S RECOMMENDATIONS

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Westport Reserve
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Overall
Site Plan

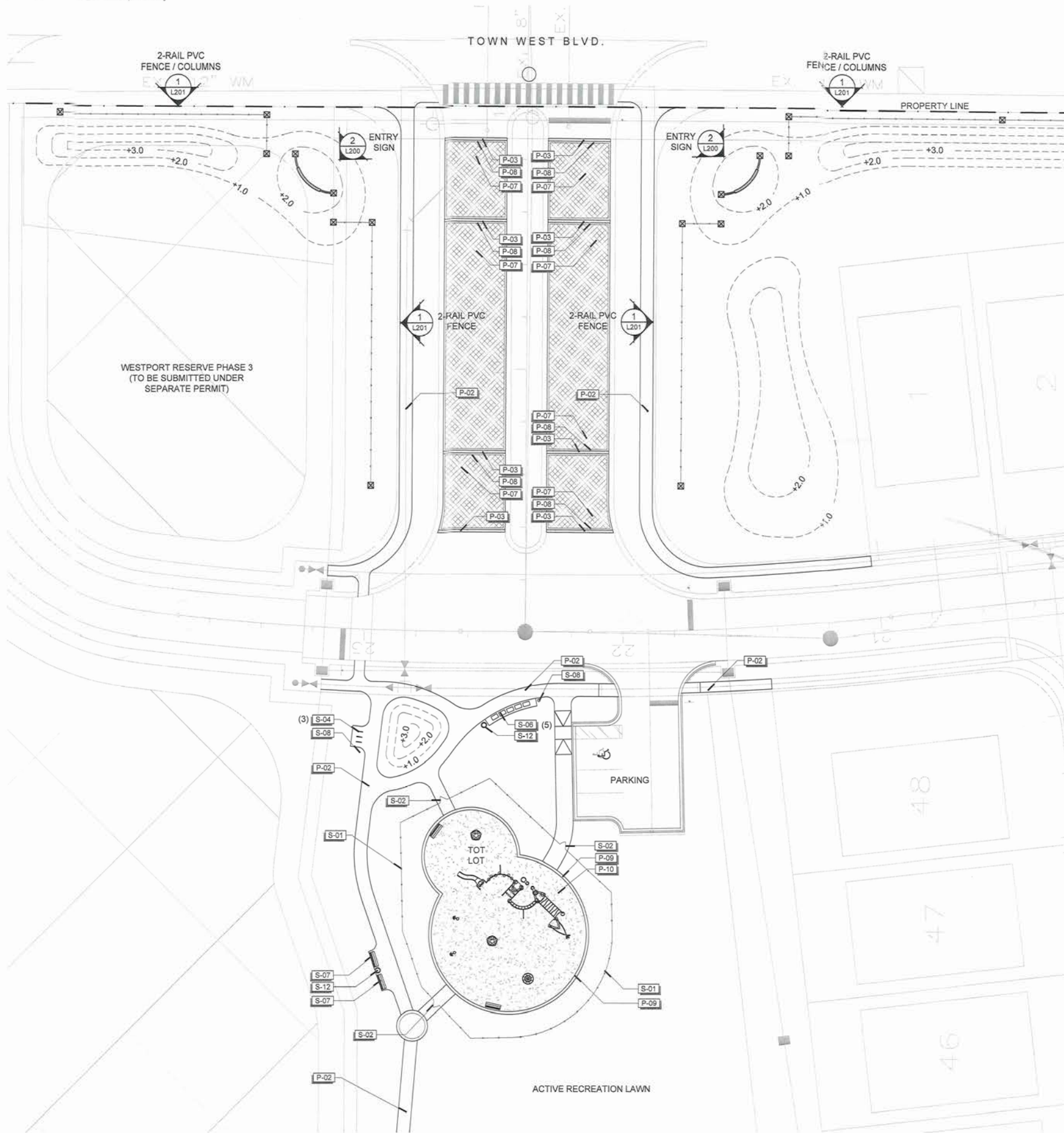


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DATE: Jul. 19, 2016



HARDSCAPE SCHEDULE

- P-01** MATERIAL: REINFORCED CONCRETE (PEDESTRIAN GRADE)
SIZE: 4" REINFORCED CONCRETE (SEE CIVIL PLANS)
COLOR: NATURAL
PATTERN: CONTROL JOINTS AS REQUIRED
SEE HARDSCAPE NOTES
FINISH: LIGHT BROOM
- P-03** MATERIAL: 12" CONCRETE BAND
SIZE: 9" REINFORCED CONCRETE (SEE DETAIL)
COLOR: NATURAL
PATTERN: SCORE JOINTS AS REQUIRED;
SEE LANDSCAPE NOTES
FINISH: LIGHT BROOM
- P-07** MATERIAL: VEHICULAR COLOR CONCRETE PAVERS
MANUFACTURER: TREMRON, INC. WWW.TREMRON.COM
SIZE: 4"X8"
COLOR: T.B.D.
PATTERN: T.B.D.
- P-08** MATERIAL: VEHICULAR COLOR CONCRETE PAVERS
MANUFACTURER: TREMRON, INC. WWW.TREMRON.COM
SIZE: 4"X8"
COLOR: T.B.D.
PATTERN: SOLDIER COURSE (SINGLE)
- P-09** MATERIAL: 12" CONCRETE BAND
SIZE: 9" REINFORCED CONCRETE (SEE DETAIL)
COLOR: NATURAL
PATTERN: SCORE JOINTS AS REQUIRED;
SEE LANDSCAPE NOTES
FINISH: MED. ROCK SALT FINISH
- P-10** MATERIAL: WOOD PLAYGROUND MULCH
PRODUCT #: BYO-510Z
DESCRIPTION: ENGINEERED WOOD FIBER
MANUFACTURER: BYO PLAYGROUND
SIZE: N/A
COLOR: NATURAL

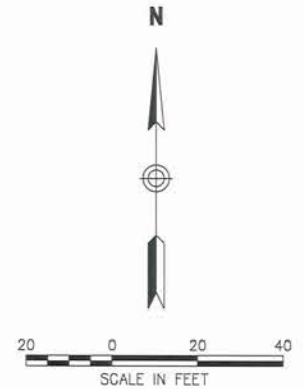
SITE FURNISHING SCHEDULE

- S-01** MATERIAL: 3'-0" ALUMINUM PARK FENCE
W/ 3" ROUND TOP CAP
MANUFACTURER: BARRFIELD FENCE OR APPROVED EQUAL
SIZE: 3'-0" HEIGHT
COLOR: BLACK
FINISH: POWDERCOAT BLACK
- S-02** MATERIAL: PARK GATE
MANUFACTURER: BARRFIELD FENCE
SIZE: 36" HEIGHT
COLOR: BLACK
FINISH: POWDERCOAT BLACK
- S-04** MATERIAL: BIKE RACK
PRODUCT #: CAPITAL BIKE RACK
MANUFACTURER: FORMS-SURFACES
SIZE: 34"H x 5"W
COLOR: PEWTER
FINISH: POWDER COATED STEEL
CONTACT: WWW.FORMS-SURFACES.COM
NOTES: INSTALL PER MANUFACTURER'S RECOMMENDATIONS
- S-06** MATERIAL: MAIL KIOSK
PRODUCT #: SALSBURY REGENCY DECORATIVE CBU (#3316R)
MANUFACTURER: SALSBURY INDUSTRY
SIZE: 71"H x 31"W x 18.5"D
COLOR: BLACK
FINISH: POWDER COATED STEEL
CONTACT: WWW.MAILBOXES.COM
NOTES: INSTALL PER MANUFACTURER'S RECOMMENDATIONS
- S-07** MATERIAL: 6" BENCH
PRODUCT #: DUMOR 160 SERIES
MANUFACTURER: DUMOR, INC.
SIZE: 32"H x 75"L
COLOR: BLACK
FINISH: POWDER COATED STEEL
CONTACT: WWW.DUMOR.COM
NOTES: INSTALL PER MANUFACTURER'S RECOMMENDATIONS
- S-08** MATERIAL: PET WASTE STATION
MANUFACTURER: DOGIPOT
WWW.BYOPLAYGROUND.COM
PRODUCT: ALUMINUM PET STATION (#1003-L)
NOTES: INSTALL PER MANUFACTURER'S RECOMMENDATION
- S-12** MATERIAL: TRASH RECEPTACLE
PRODUCT #: DUMOR 429-32 FTO
MANUFACTURER: DUMOR, INC.
SIZE: 35"H x 20"D
COLOR: BLACK
FINISH: POWDER COATED STEEL
CONTACT: WWW.DUMOR.COM
NOTES: INSTALL PER MANUFACTURER'S RECOMMENDATIONS

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Westport Reserve (Phase 2B)

City of Port Orange, Florida

No.	Revision	Date	App'd.
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Designed by	ST	Checked by	CB
Issued for		Date	Jan. 12, 2016

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Drawing Title

**Hardscape
Plan**

Drawing Number

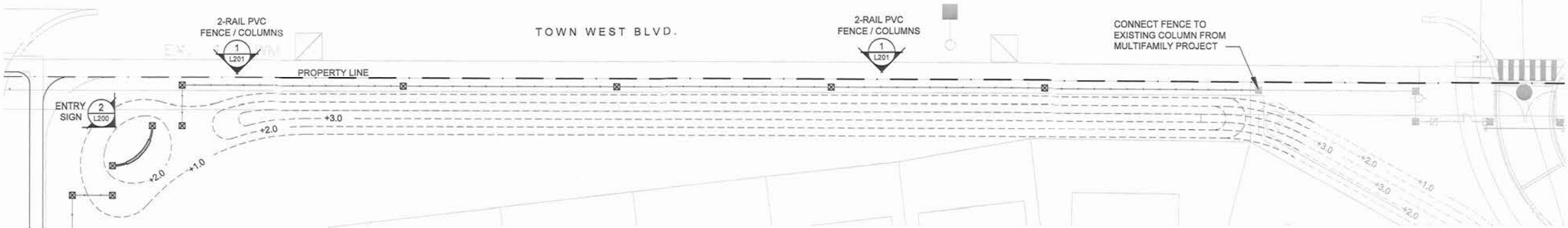


Christopher J. Brown
LA 0000703
DATE: Jul. 19, 2016

Project Number
62444.00

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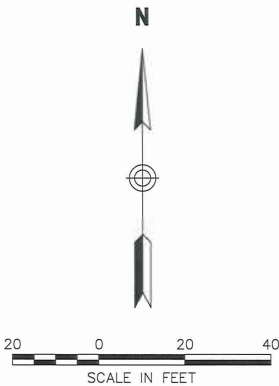


1 2-RAIL PVC FENCE / COLUMNS ALONG TOWN WEST BLVD.
1" = 20'-0"

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Westport Reserve
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Hardscape
Plan

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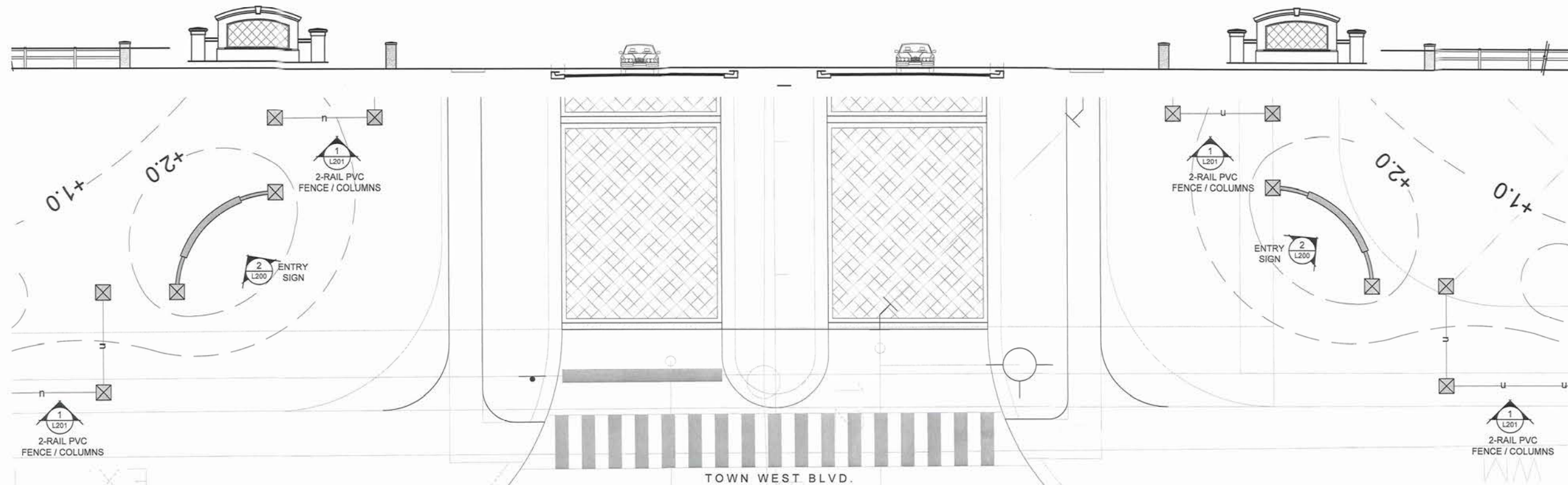
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Project Number: 62444.00

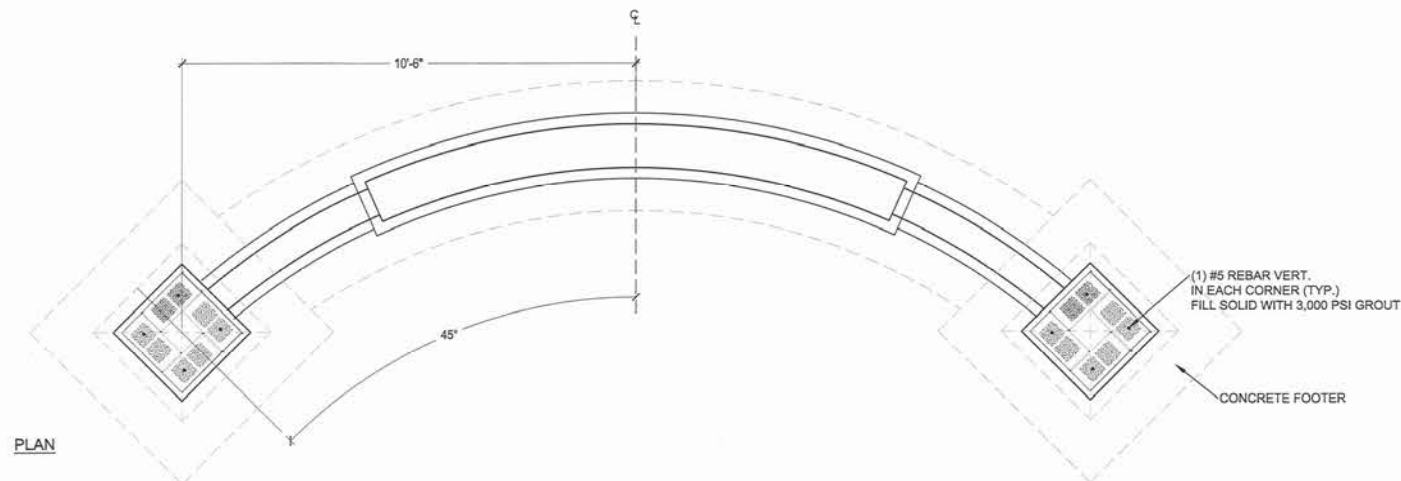
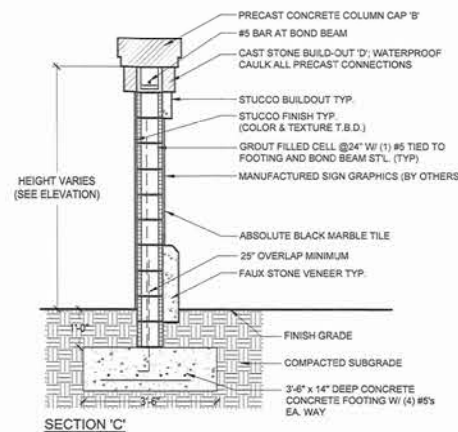
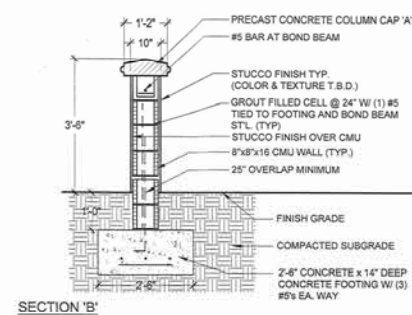
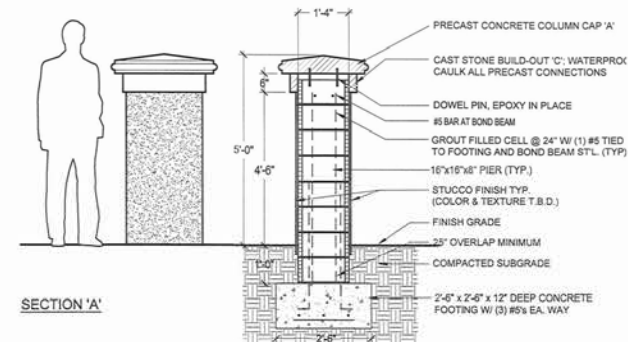
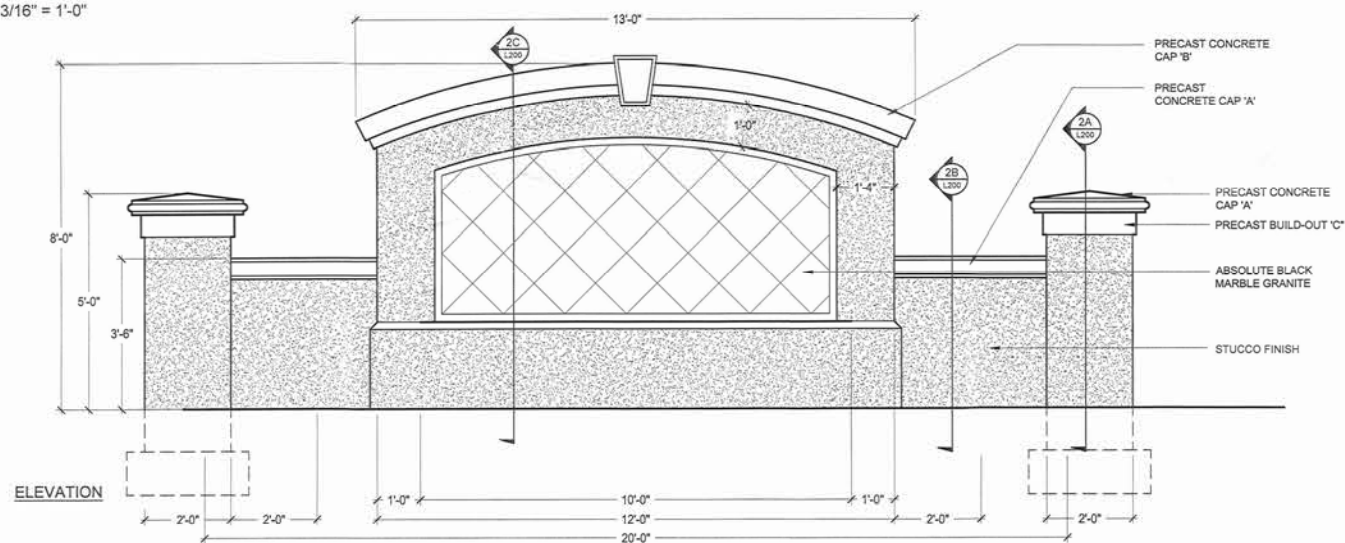
DATE: Jul. 19, 2016

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LA 0000703





1 MAIN ENTRANCE ENLARGEMENT
3/16" = 1'-0"



2 8'-0" SIGN WALL
1/2" = 1'-0"

- NOTES:**
1. STRUCTURAL INFORMATION IS PROVIDED FOR CONTRACTOR PRICING ONLY (NOT APPROVED FOR CONSTRUCTION)
 2. ALL CELLS WITH VERT. REINFORCING SHALL BE FILLED SOLID WITH GROUT, 3,000 PSI.
 3. PRIOR TO FOUNDATION CONSTRUCTION, SOILS SHALL BE DEWATERED TO A MINIMUM 2'-0" BELOW THE PROPOSED FOUNDATION AS REQUIRED.
 4. SUBGRADE SOILS SHALL BE COMPACTED 2'-0" BELOW THE BOTTOM OF FOUNDATIONS TO AT LEAST 95% OF THE MODIFIED PROCTOR TEST MAXIMUM DRY DENSITY (ASTM D1557).
 5. CONTRACTOR SHALL PROVIDE GEOTECHNICAL SOIL TESTING TO DETERMINE ALLOWABLE BEARING PRESSURES OF AT LEAST 1,000 PSF, TYPICAL, FOR PROPOSED NEW SITE STRUCTURES.
 6. ALL SIGNAGE TO COMPLY WITH CHAPTER 15 OF THE PORT ORANGE LAND DEVELOPMENT CODE
 7. SIGNAGE TO BE SUBMITTED UNDER SEPARATE PERMIT.

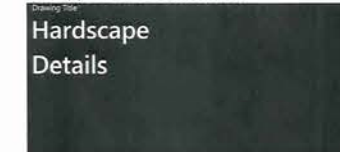
Westport Reserve (Phase 2B)

City of Port Orange, Florida

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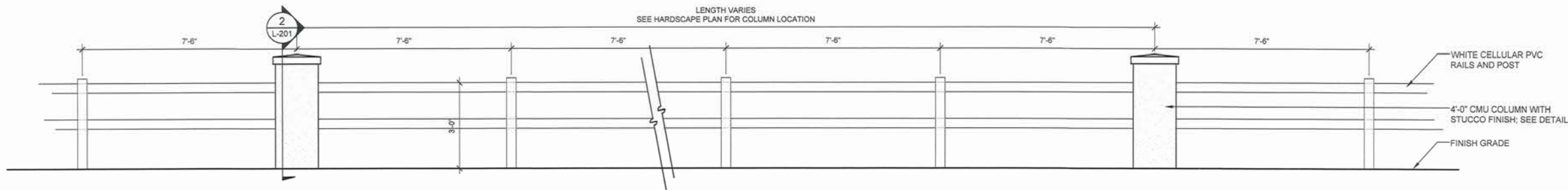
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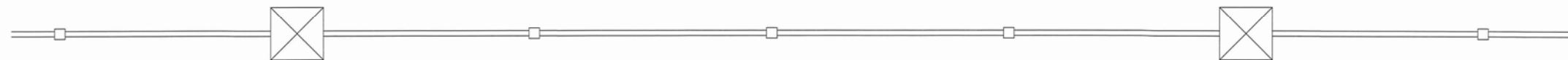
REGISTERED LANDSCAPE ARCHITECT
STATE OF FLORIDA



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ELEVATION

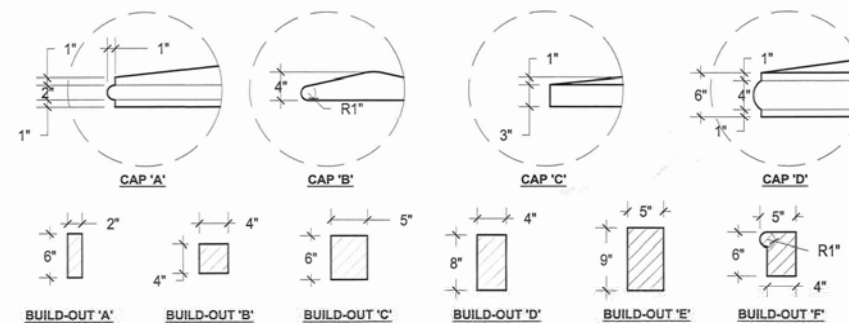
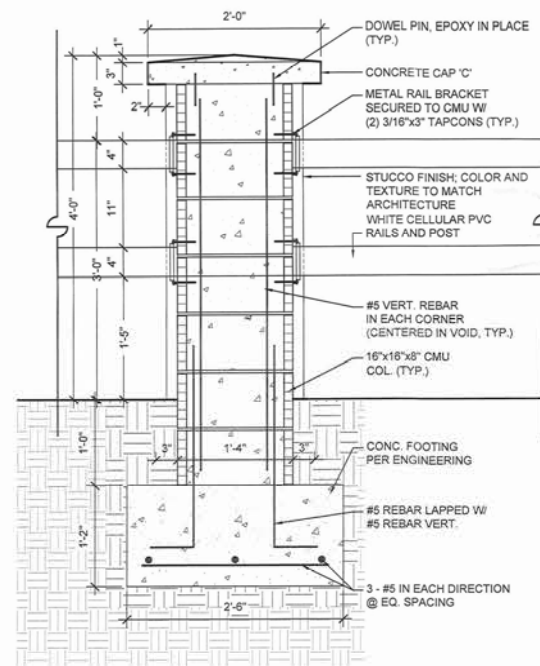


PLAN

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6. ALL SIGNAGE TO COMPLY WITH CHAPTER 15 OF THE PORT ORANGE LAND DEVELOPMENT CODE
7. SIGNAGE TO BE SUBMITTED UNDER SEPARATE PERMIT.

① 2-RAIL PVC FENCE
1/2" = 1'-0"



③ PRECAST CONCRETE CAPS & BUILD-OUTS
1" = 1'-0"

② 4'-0" COLUMN WITH PVC RAILS
1" = 1'-0"

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(Phase 2B)

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Hardscape
Details



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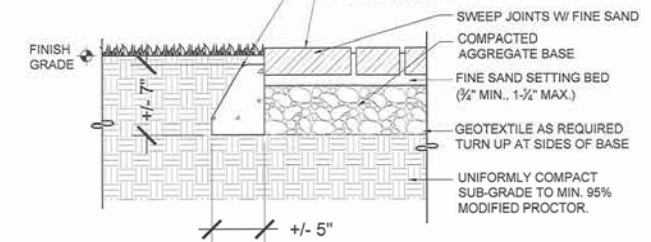
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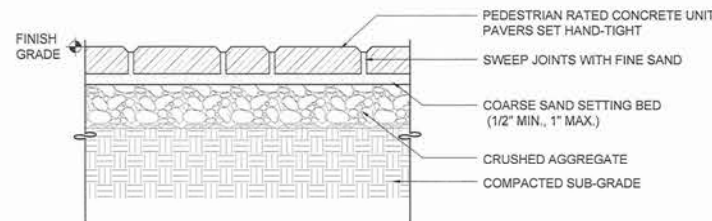
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Number FL #3932

CONCERNS REGARDING SOILS ABILITY TO ATTAIN DESIGN COMPACTION.

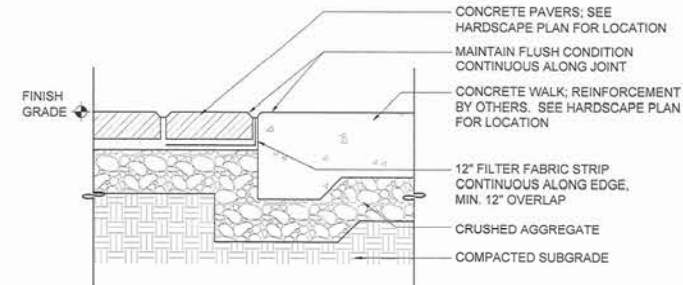
REINFORCING STEEL IS RECOMMENDED IN TROWELED CONCRETE



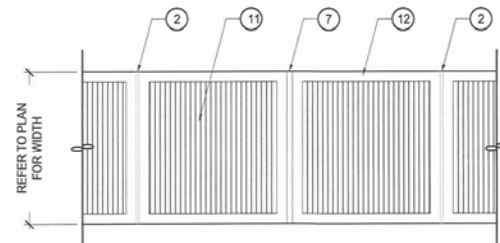
① PEDESTRIAN PAVER WITH EDGE RESTRAINT
1-1/2" = 1'-0"



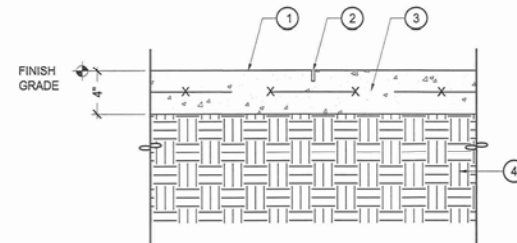
② TYPICAL PEDESTRIAN PAVER
1-1/2" = 1'-0"



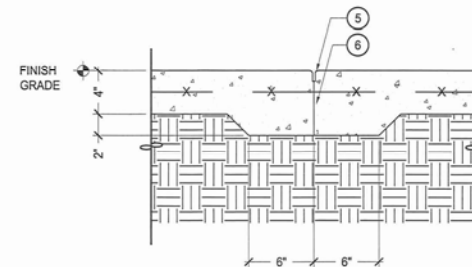
③ PEDESTRIAN PAVER / CONCRETE INTERFACE
1-1/2" = 1'-0"



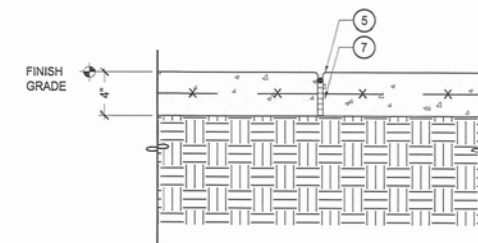
A CONCRETE FINISH (N.T.S.)



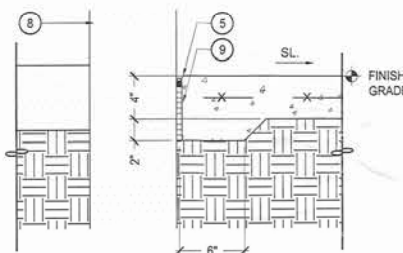
B CONTROL JOINT



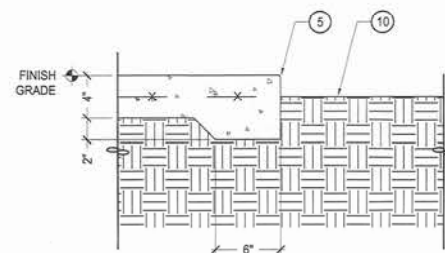
C CONSTRUCTION JOINT



D EXPANSION JOINT



E ISOLATION JOINT



F EDGE CONDITION

KEY

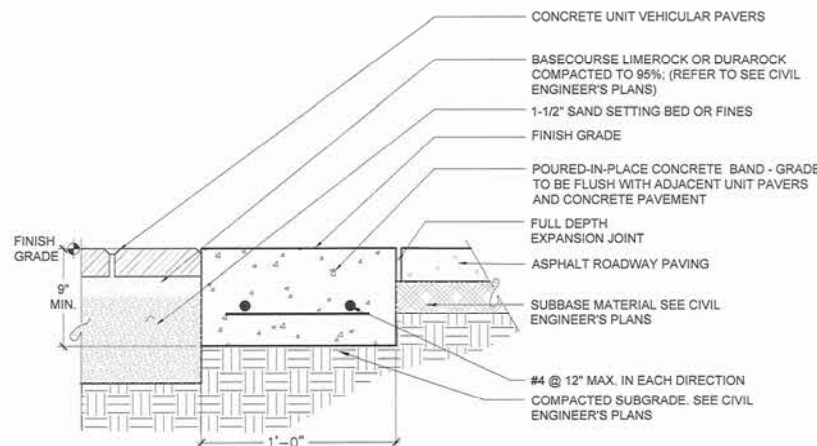
- ① CAST-IN-PLACE CONCRETE. REFER TO HARDSCAPE PLAN FOR COLOR AND FINISH.
- ② 1/4" SAWCUT CONTROL JOINT, 1" DEEP TYP. ALL SAW CUTS SHOULD BE MADE WITHIN 72 HOURS OF INSTALLATION.
- ③ CONCRETE REINFORCING BY OTHERS
- ④ COMPACTED SUB-GRADE
- ⑤ 1/4" TOOLED RADIUS
- ⑥ APPLY BOND BREAKER TO CURED / EXISTING SURFACE
- ⑦ 1/2" FULL DEPTH EXPANSION JOINT WITH BACKER ROD AND SEALANT, JOINT SEALANT COLOR TO MATCH ADJ. PAVING
- ⑧ VERTICAL ELEMENT (CONTRACTOR IS RESPONSIBLE FOR PROTECTING ADJACENT SURFACES)
- ⑨ 3/8" FULL DEPTH EXPANSION JOINT WITH BACKER ROD AND SEALANT, JOINT SEALANT COLOR TO MATCH ADJ. PAVING
- ⑩ ADJACENT PLANTING AREA, HOLD GRADE 2" BELOW FINISH ELEVATION OF PAVING, SLOPE AWAY FROM PAVING.

NOTE:

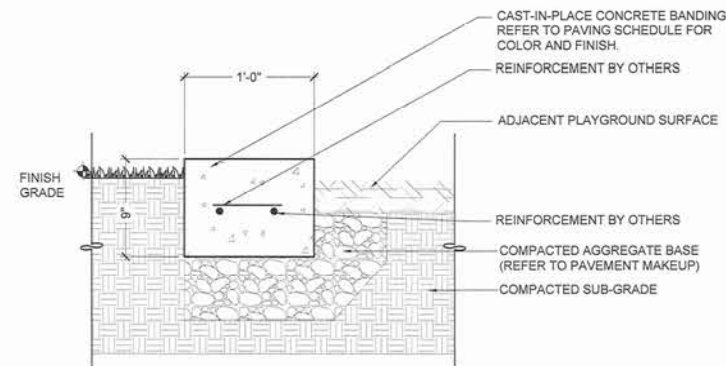
1. CONTRACTOR IS REQUIRED TO PROVIDE A 48"x48" MOCK-UP PANEL FOR OWNER APPROVAL.
2. REFER TO PAVING SCHEDULE ON HARDSCAPE SHEETS FOR ADDITIONAL INFORMATION ON CONCRETE PAVING COLOR AND FINISH.
3. MAXIMUM SURFACE AREA BETWEEN CONTROL JOINTS SHALL NOT EXCEED 100 SQ. FT.
4. MAXIMUM SURFACE AREA BETWEEN EXPANSION JOINTS SHALL NOT EXCEED 400 SQ. FT.
5. CONTRACTOR SHALL PROVIDE ISOLATION JOINTS BETWEEN CONCRETE PAVEMENT AND ALL FIXED VERTICAL SITE ELEMENTS, INCLUDING BUT NOT LIMITED TO, BUILDINGS, WALLS, CURBS, STEPS AND CHEEK WALLS, LIGHT POLE FOUNDATIONS, GRAPHIC ELEMENT FOUNDATIONS, ETC.

- 11 MEDIUM BROOM CONCRETE FINISH
- 12 TROWELED EDGE

④ TYPICAL PEDESTRIAN PAVING
N.T.S.



⑤ CONCRETE BANDING AT CROSSWALKS
1-1/2" = 1'-0"



⑥ CONCRETE BANDING AT PLAYGROUND
1-1/2" = 1'-0"

NOTES:

1. STRUCTURAL INFORMATION IS PROVIDED FOR CONTRACTOR PRICING ONLY (NOT APPROVED FOR CONSTRUCTION)
2. ALL CELLS WITH VERT. REINFORCING SHALL BE FILLED SOLID WITH GROUT, 3,000 PSI.
3. PRIOR TO FOUNDATION CONSTRUCTION, SOILS SHALL BE DEWATERED TO A MINIMUM 2'-0" BELOW THE PROPOSED FOUNDATION AS REQUIRED.
4. SUBGRADE SOILS SHALL BE COMPACTED 2'-0" BELOW THE BOTTOM OF FOUNDATIONS TO AT LEAST 95% OF THE MODIFIED PROCTOR TEST MAXIMUM DRY DENSITY (ASTM D1557).
5. CONTRACTOR SHALL PROVIDE GEOTECHNICAL SOIL TESTING TO DETERMINE ALLOWABLE BEARING PRESSURES OF AT LEAST 1,000 PSF, TYPICAL, FOR PROPOSED NEW SITE STRUCTURES.
6. ALL SIGNAGE TO COMPLY WITH CHAPTER 15 OF THE PORT ORANGE LAND DEVELOPMENT CODE
7. SIGNAGE TO BE SUBMITTED UNDER SEPARATE PERMIT.

Westport Reserve (Phase 2B)

City of Port Orange, Florida

No.	Revision	Date	Appr.
1	Per Port Orange ORC Comments	5/12/16	
2	Per Port Orange P&Z Comments	7/01/16	
3	Per Port Orange ORC Comments	7/19/16	

Designed by	ST	Checked by	CB
Issued for		Date	Jan. 12, 2016

Not Approved for Construction



Drawing Number

L-202

Sheet of

REGISTERED LANDSCAPE ARCHITECT
LA 703
CHRISTOPHER JAY BROWN
STATE OF FLORIDA

Christopher J. Brown
LA 0000703
DATE: Jul. 19, 2016

Project Number
62444.00



6'-0" BENCH
(SEE HARDSCAPE PLAN FOR COLOR AND TYPE)

① 6'-0" BENCH AND TRASH RECEPTACLE
N.T.S.



BIKE RACK
(SEE HARDSCAPE PLAN FOR COLOR AND TYPE)

② BIKE RACK
N.T.S.



DOGIPOT STATION
(SEE HARDSCAPE PLAN FOR COLOR AND TYPE)

③ DOGIPOT STATION
N.T.S.



FLOATING FOUNTAIN
SEE HARDSCAPE PLAN FOR SIZE & TYPE

④ FLOATING FOUNTAIN
N.T.S.



FLYWHEEL SPINNER
MODEL #185927



CHITTERCHATTER TALK TUBE KIT
MODEL #184177



SNAIL SPRING RIDER
MODEL # 800-LT



THE TOPSYTURNY® SPINNER
MODEL #205800



PLAYGROUND STRUCTURE (AGES 5-12)
MODEL #DELANO CENTRAL PARK

⑤ PLAYGROUND AMENITIES (OR APPROVED EQUAL)
N.T.S.



All Aluminum Construction



DECORATIVE MAILBOX CBU
(SEE HARDSCAPE PLAN FOR COLOR AND TYPE)

⑥ DECORATIVE MAILBOX CBU
N.T.S.

Westport Reserve
(Phase 2B)

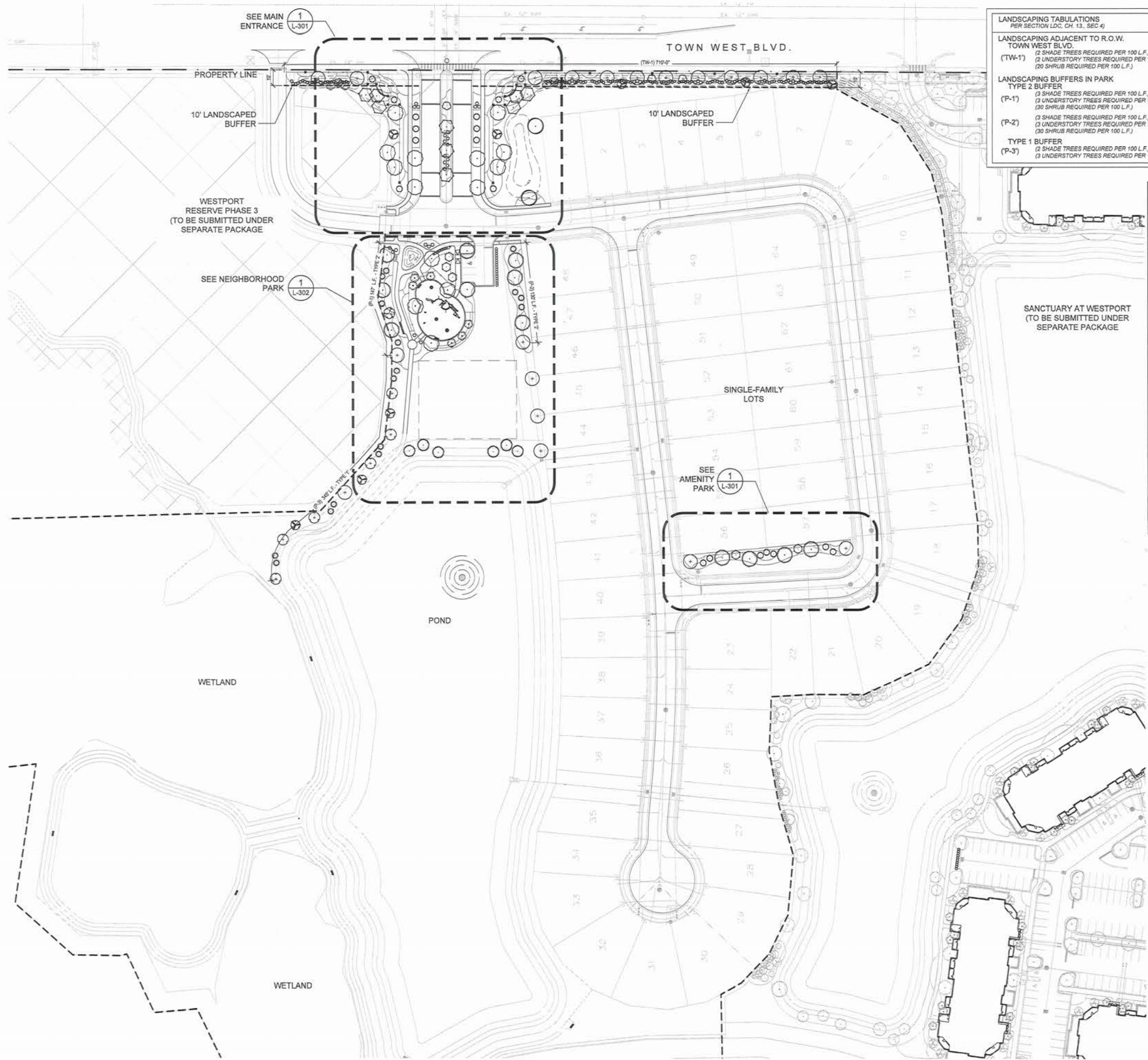
City of Port Orange, Florida

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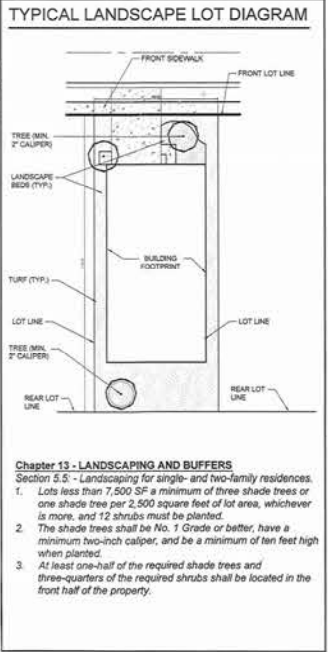
Designed by	ST	Checked by	CB
Issued for		Date	Jan. 12, 2016

Not Approved for Construction

Drawing Title
**Hardscape
Details**

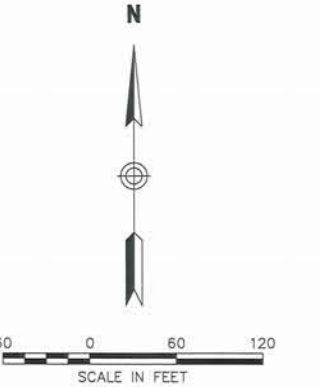


LANDSCAPING TABULATIONS PER SECTION LDC, CH. 13, SEC 4)			
LANDSCAPING ADJACENT TO R.O.W. TOWN WEST BLVD. (TW-1) 710'-0"			
(2 SHADE TREES REQUIRED PER 100 L.F.)	710 L.F.	15 TREES	26 TREES
(2 UNDERSTORY TREES REQUIRED PER 100 L.F.)		15 TREES	15 TREES
(20 SHRUB REQUIRED PER 100 L.F.)		142 SHRUBS	> 350 SHRUBS
LANDSCAPING BUFFERS IN PARK TYPE 2 BUFFER			
(P-1*) (3 SHADE TREES REQUIRED PER 100 L.F.)	147 L.F.	5 TREES	8 TREES
(3 UNDERSTORY TREES REQUIRED PER 100 L.F.)		5 TREES	5 TREES
(30 SHRUB REQUIRED PER 100 L.F.)		45 SHRUBS	> 350 SHRUBS
(P-2*) (3 SHADE TREES REQUIRED PER 100 L.F.)	130 L.F.	4 TREES	4 TREES
(3 UNDERSTORY TREES REQUIRED PER 100 L.F.)		4 TREES	4 TREES
(30 SHRUB REQUIRED PER 100 L.F.)		39 SHRUBS	> 350 SHRUBS
TYPE 1 BUFFER (P-3*) (2 SHADE TREES REQUIRED PER 100 L.F.)			
(3 UNDERSTORY TREES REQUIRED PER 100 L.F.)	345 L.F.	7 TREES	7 TREES
		11 TREES	11 TREES



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Westport Reserve (Phase 2B)

City of Port Orange, Florida

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Designed by	ST	Checked by	CB
Dated for		Date	Jan. 12, 2016

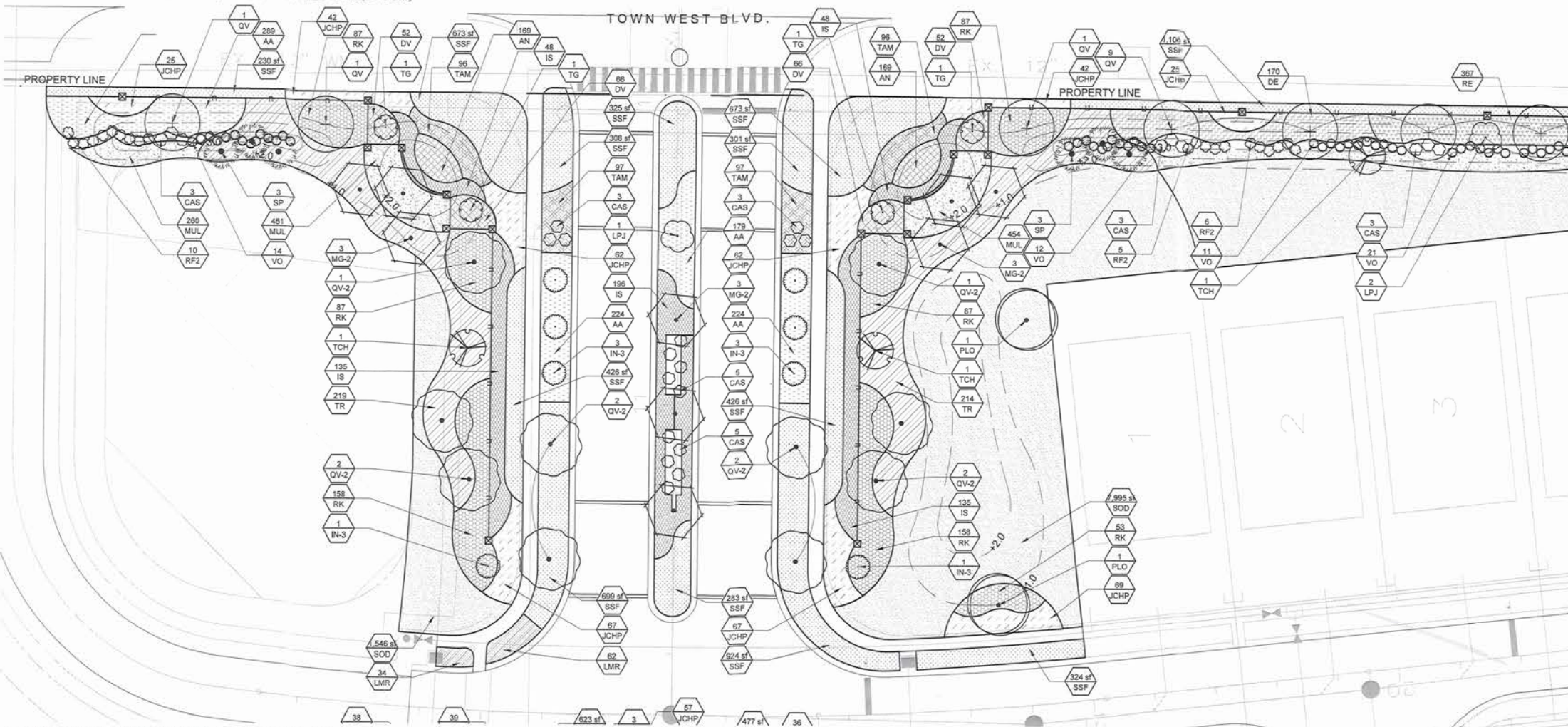
Not Approved for Construction

Overall
Landscape
Planting Plan

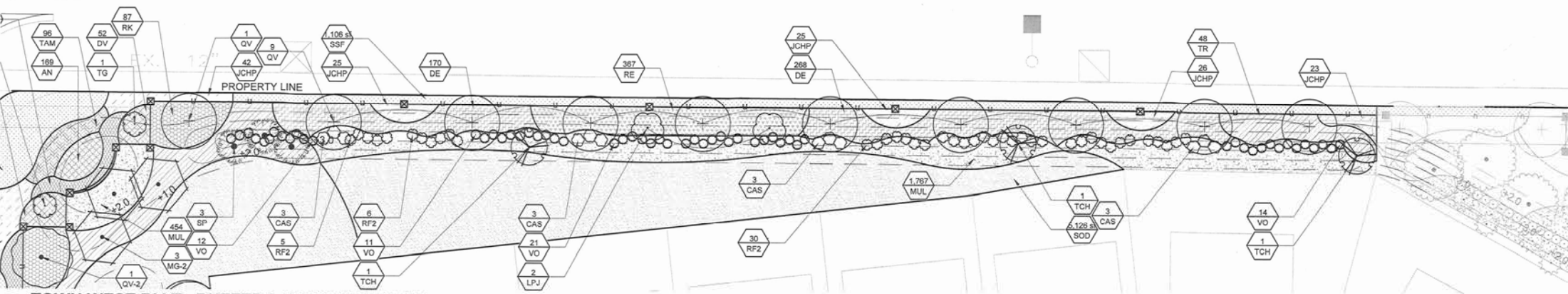
Registered Landscape Architect
LA 703
STATE OF FLORIDA
Christopher J. Brown
LA 000703
DATE: Jul. 26, 2016

Drawing Number
L-300
Sheet of

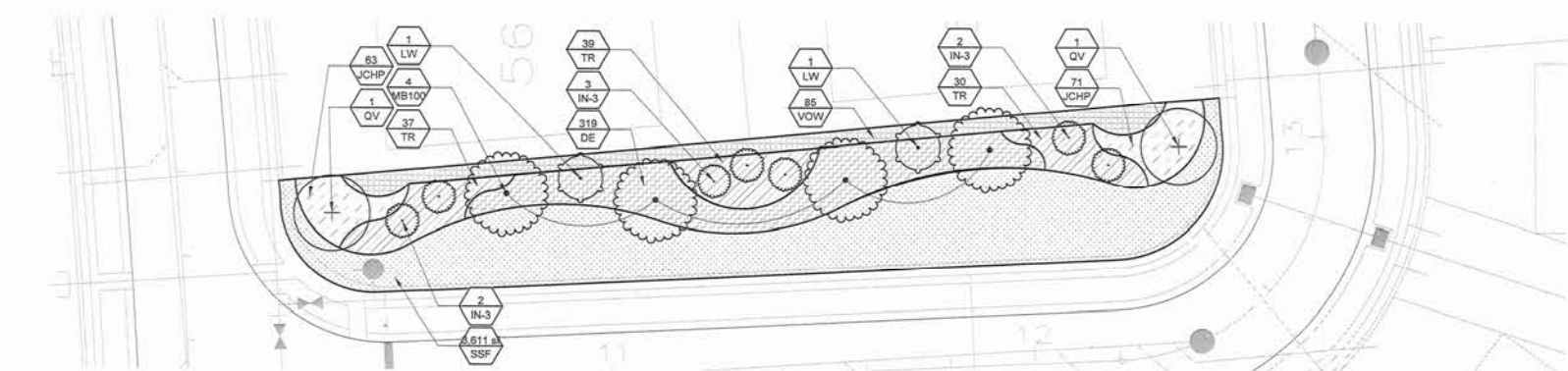
Project Number
62444.00



1 MAIN ENTRANCE LANDSCAPE PLAN
1" = 20'-0"



2 TOWN WEST BLVD. BUFFER LANDSCAPE PLAN
1" = 20'-0"



3 NEIGHBORHOOD PARK LANDSCAPE PLAN
1" = 20'-0"

PLANTING SCHEDULE	
TREES	COMMON NAME
ARF	Florida Flame Red Maple
IN-3	Nellie R. Stevens Holly
JVS3	Southern Red Cedar
LN65	Natchez Crape Myrtle
LW	Watermelon Red Crape Myrtle
LPJ	Japanese Privet
MB100	Brackens Southern Magnolia
MG-2	D.D. Blanchard Southern Magnolia
PLO	American Sycamore
QV	Southern Live Oak
QV-2	Southern Live Oak
SP	Sabal Palm
TCH	Golden Trumpet Tree
TD65	Bald Cypress
TG	Purple Glory Tree
SHRUBS	COMMON NAME
CAS	Crimson Lily
RF2	Fashion Azalea
VO	Walter's Viburnum
VSU	Sandankwa Viburnum
SHRUB AREAS	COMMON NAME
AA	Blue Lily of the Nile
AN	Annals
BU	Orange Bulbine
DV	African Iris
DE	Gold Mound Duranta
HPC	Dwarf Fire Bush
IS	Dwarf Yaupon
JCHP	Parsoni Juniper
LMR	Royal Purple Liriope
RIA	White Indian Hawthorn
RK	Knockout Rose
RE	Firecracker Plant
TAM	Minima Jasmine
TR	Dwarf Fakahatchee Grass
VOW	Walter's 'Withlacoochee'
VS	Sandankwa Viburnum
GROUND COVERS	COMMON NAME
MUL	Pine Straw
SOD	Bahia Grass
SSF	'Floratan' St. Augustine Sod

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N

20 0 20 40
SCALE IN FEET

Westport Reserve (Phase 2B)

City of Port Orange, Florida

No.	Revision	Date	Appr.
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2	Per Port Orange P&Z Comments	7/01/16	
3	Per Port Orange DRC Comments	7/19/16	

Designed by	ST	Checked by	CB
Issued for		Date	Jan. 12, 2016

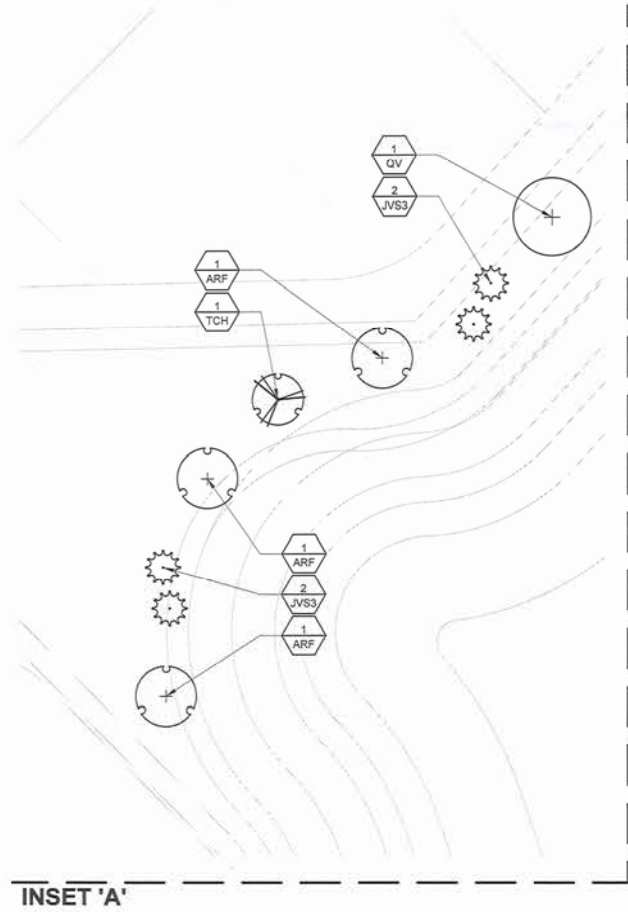
Not Approved for Construction

Landscape
Planting Plan

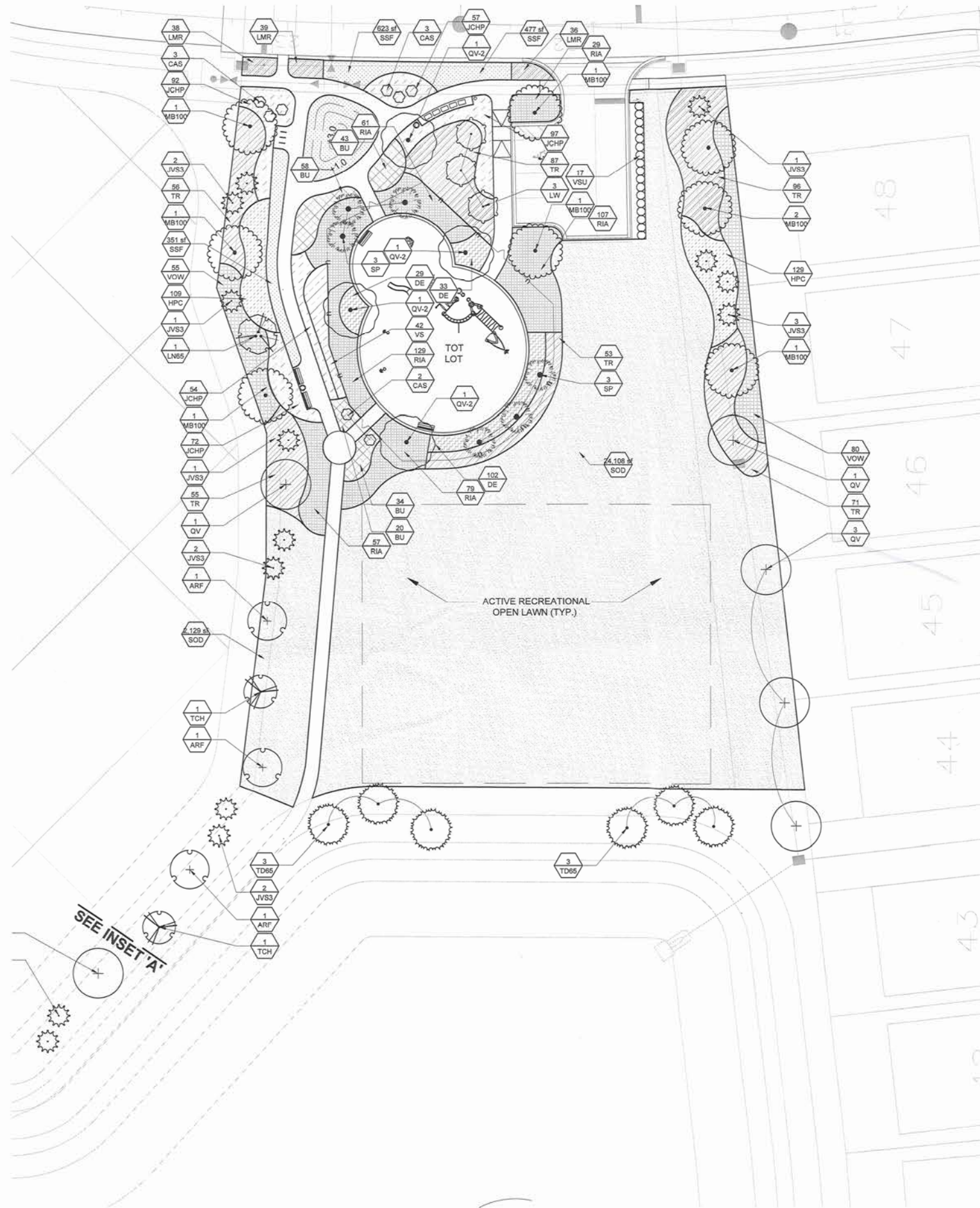


L-301

Christopher J. Brown
LA 0000703
DATE: Jul. 26, 2016
Project Number
62444.00



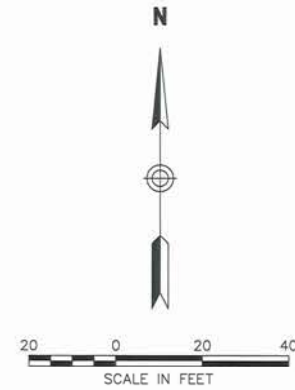
INSET 'A'



1 AMENITY PARK LANDSCAPE PLAN
1" = 20'-0"

PLANTING SCHEDULE

TREES	COMMON NAME
ARF	Florida Flame Red Maple
IN-3	Nellie R. Stevens Holly
JVS3	Southern Red Cedar
LN65	Natchez Crape Myrtle
LW	Watermelon Red Crape Myrtle
LPJ	Japanese Privet
MB100	Brackens Southern Magnolia
MG-2	D.D. Blanchard Southern Magnolia
PLO	American Sycamore
QV	Southern Live Oak
QV-2	Southern Live Oak
SP	Sabal Palm
TCH	Golden Trumpet Tree
TD65	Bald Cypress
TG	Purple Glory Tree
SHRUBS	COMMON NAME
CAS	Crinum Lily
RF2	Fashion Azalea
VO	Walter's Viburnum
VSU	Sandankwa Viburnum
SHRUB AREAS	COMMON NAME
AA	Blue Lily of the Nile
AN	Annuals
BU	Orange Buttnie
DV	African Iris
DE	Gold Mound Duranta
HPC	Dwarf Fire Bush
IS	Dwarf Yaupon
JCHP	Parsoni Juniper
LMR	Royal Purple Liriope
RIA	White Indian Hawthorn
RK	Knockout Rose
RE	Firecracker Plant
TAM	Minima Jasmine
TR	Dwarf Fakahatchee Grass
VOW	Walter's 'Withlacoochee'
VS	Sandankwa Viburnum
GROUND COVERS	COMMON NAME
MUL	Pine Straw
SOD	Bahia Grass
SSF	'Floratan' St. Augustine Sod



Westport Reserve
(Phase 2B)

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Issued for		Date	Jan. 12, 2016

Not Approved for Construction

Landscape
Planting Plan



Christopher J. Brown
LA 0000703
DATE: Jul. 26, 2016

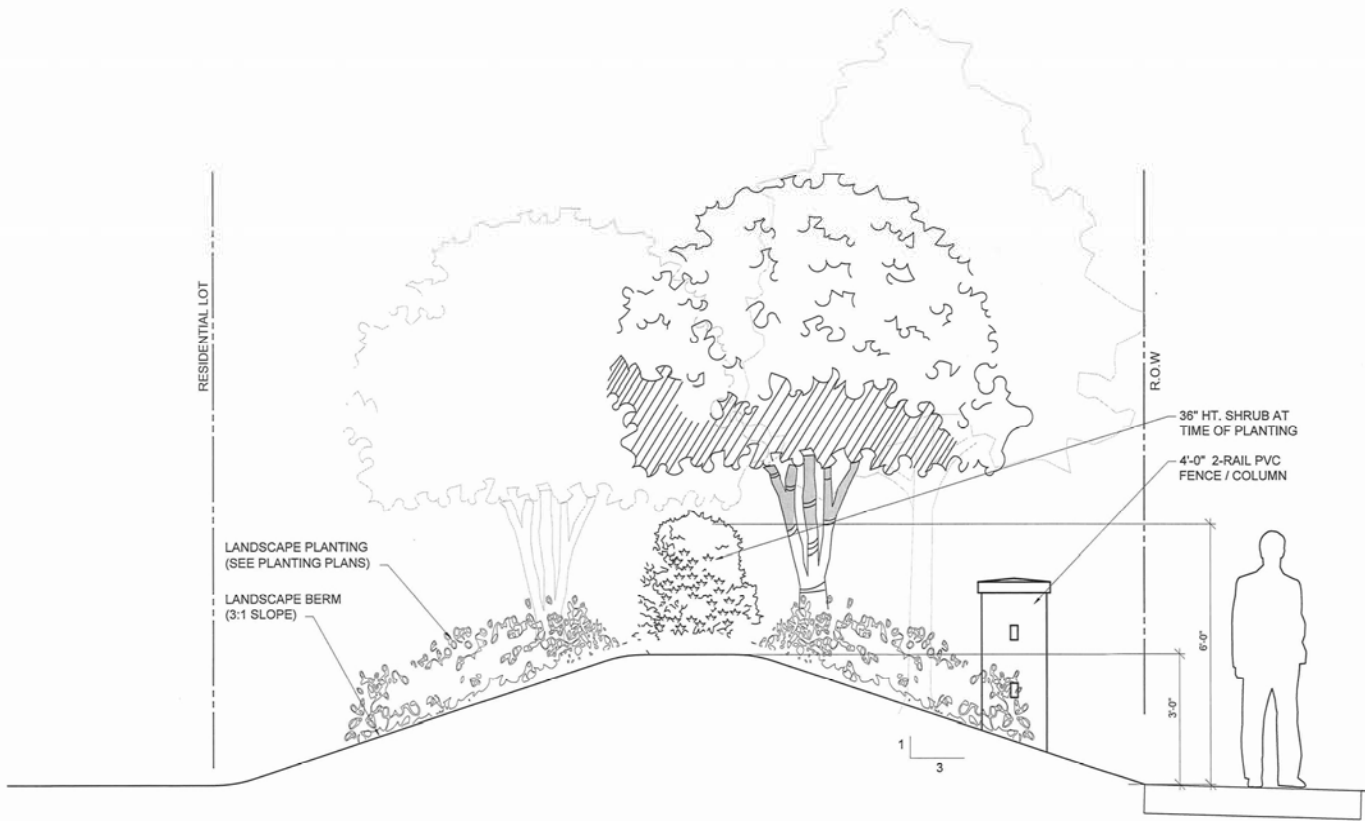
L-302

Sheet of

Project Number
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1 TYPICAL LANDSCAPED BERM AT TOWN WEST BLVD.
1/2" = 1'-0"

GENERAL LANDSCAPE NOTES

- 1) All on-site existing conditions including surface and subsurface utilities, grades, dimensions and soil conditions shall be verified by the contractor before construction begins. The contractor shall become familiar with all plans prepared by others that affect the landscape and irrigation work. Any discrepancies shall be brought to the attention of the owner's representative.
- 2) Every possible safeguard shall be taken to protect building surfaces, equipment, furnishings, curbs, utilities and existing planting areas to remain including lawn. The contractor is responsible for any damage or injury to person or property that may occur as a result of negligence in the execution of the contractor's work.
- 3) The contractor shall interface with other work being performed by other contractors. It will be necessary for the contractor to coordinate and schedule activities, where necessary, with other contractors and their subcontractors. The landscape contractor shall insure that their work does not impact established or projected drainage patterns.
- 4) Prior to planting installation, the contractor shall confirm the availability of all the specified plant materials and make arrangements with the owner's representative and owner's representative to review and mutually field tag agreed upon plant materials at least one (1) week prior to delivery to site.
- 5) All plant material sizes specified are minimum sizes. All container and tree caliper sizes are minimum. Container or caliper size may be increased if necessary to provide overall plant size specified.
- 6) The contractor shall be responsible for removing existing vegetation as required and preparing planting areas prior to installation of plant materials.
- 7) The landscape contractor shall test project soils to verify that the soils on-site are acceptable for proper growth of plant materials and adequate drainage in plant beds and planters. The landscape contractor shall coordinate the location, and procurement of existing on-site soil samples with the owner's representative. Representative samples shall be submitted to a certified testing laboratory for analysis. The findings, together with recommendations for amending the soils shall be reviewed and approved by the owner, landscape architect, and owner's representative prior to delivery and installation of plant materials at the job.
- 8) The landscape contractor shall insure adequate vertical soil depth and drainage in all plant beds and planters. Excavation of compacted fill shall be accomplished to insure proper soil depth and drainage.
- 9) All planting beds shall be staked in accordance with the plans and approved by the owner's representative prior to planting. The landscape contractor shall provide stakes or irrigation flags to locate the edges of all shrub and groundcover plant beds and individual trees and palms. If existing conditions do not allow the design to be laid out as shown, notify the owner's representative immediately.
- 10) All proposed trees shall be installed either entirely in or entirely out of planting beds. Planting bed outlines shall not be obstructed and shall be smooth and flowing. If trees are located outside planting beds in grass areas, maintain a minimum three feet 3' wide offset to allow for mowers to maneuver.
- 11) The plant quantities shown on the landscape contract documents are for the convenience of the landscape contractor. The landscape contractor is responsible for verifying all quantities and reporting any discrepancies to the owner's representative for clarification prior to contract award and commencement of work.
- 12) The landscape contractor shall verify the extent of sod work in the field, including grass areas damaged during construction. The contractor shall be responsible for providing sod in the areas shown on the plan, in sufficient quantity to provide full coverage. Additional grass required will be adjusted based on a square footage unit price. Areas to be grassed shall be amended per soils report to provide required nutrients and soil ph of between 6.0 and 7.0.
- 13) The landscape contractor shall be responsible for providing plants, spaced as specified on the plant list. When installing shrubs in planting beds, spacing of material shall take precedence over quantity of materials indicated for planting areas. Notify owner's representative immediately if such situations arise. Shrub and groundcover spacing is generally indicated on the plant list for all 'mass plantings'. Accent shrubs and trees that are not part of mass plantings shall be spaced as shown on the plans.
- 14) The landscape contractor shall be responsible for the stability and plumb condition of all installed plant materials. The contractor shall remove all staking materials the end of the grow-in period and dispose offsite.
- 15) All planting beds shall be top-dressed with a 3" layer of mulch as specified. All trees shall have a 3" thick mulch ring placed around the base of the trunk. The landscape scope of work includes mulching as an integral part the project.
- 16) All plant materials shall receive adequate watering by the landscape contractor as required until the landscape irrigation system is fully operational and until final acceptance by owner.
- 17) All existing plant beds to remain within the construction limit line shall be left undisturbed. Existing trees to remain, as noted on the drawings, shall be left undisturbed and protected by wooden barricades erected at the perimeter of the tree drip-line(s). No vehicle shall traverse this area nor shall any storage of materials or equipment be permitted within the area of the tree drip-line(s). Any existing plant beds or trees damaged by construction activity shall be replaced by the responsible party at their own expense.
- 18) No trees shall be planted within designated utility corridors, public right of way nor any plants located within four feet (4') of any swale centerline identified on the drawings. Field adjust as necessary and review adjustments with the owner's representative prior to installation.
- 19) The contractor shall be responsible for removal of all debris and excavated backfill off-site on a daily basis at no additional cost to the owner.
- 20) See landscape specifications for further requirements.

SOIL PREPARATION FOR ALL PLANTED AREAS:

- 1) Areas to be planted that are densely compacted, 85% to 90%, shall be cross-ripped to 12 in. depth. Areas over 90% compacted shall be cross-ripped to 24 in. depth, and, over 85% shall be cultivated to achieve 80% or less compaction to a depth of 18". All unacceptable materials shall be removed.
- 2) Soil for planting shall be free of rocks over 1/2 in. in diameter, and free of foreign debris, refuse, plants or roots, clods, weeds, sticks, solvents, petroleum products, concrete, base rock, or other deleterious or undesirable and unwanted materials. Soil shall be free of soil-borne diseases and capable of sustaining healthy plant life. Materials not meeting such requirements shall be removed, including all temporary road bases or pavement already in place.
- 3) In area which will receive import soil, scarify the existing soil 12 in. deep if the soil has been compacted prior to backfilling.
- 4) Backfill planting media for all shrub and turf areas shall be provided at a min. depth of 18" and shall be comprised of the following mixture:
 - 1/3 coarse grain sand
 - 1/3 peat
 - 1/3 native class A soil

IRRIGATION NOTES:

1. All newly planted landscape materials specified shall be irrigated pursuant to section 7 of the port orange landscape code.
2. Permits for wells and irrigation systems must be obtained from Volusia County.

Westport Reserve (Phase 2B)

City of Port Orange, Florida

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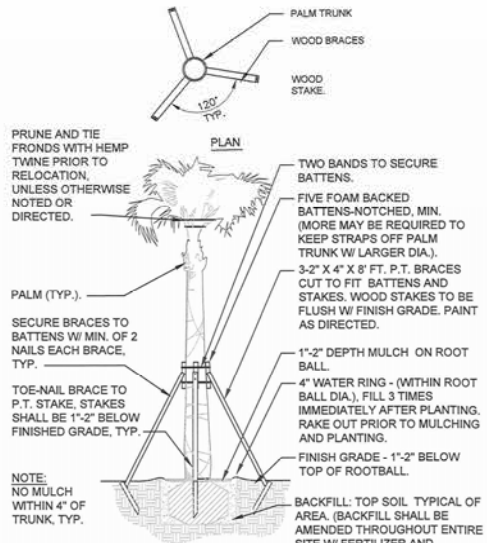
Designed by _____ Checked by _____
Issued for _____ Date _____
Jan. 12, 2016

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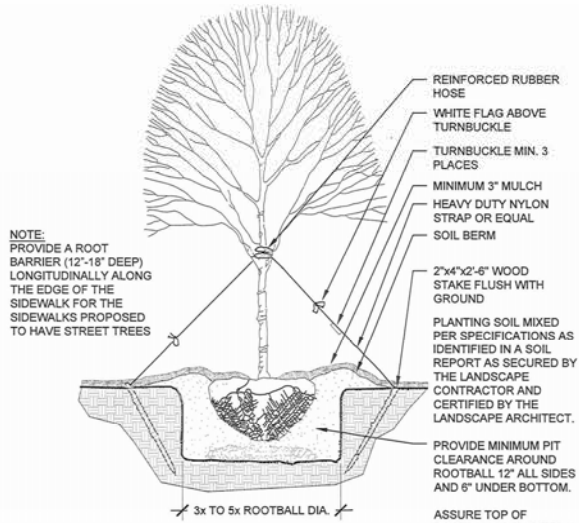




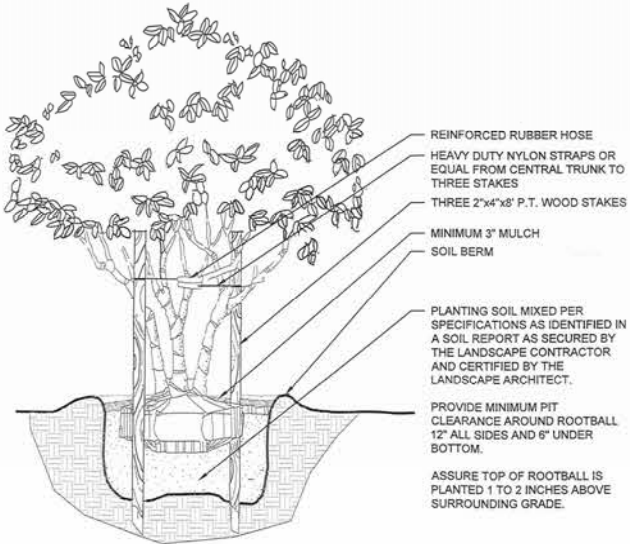
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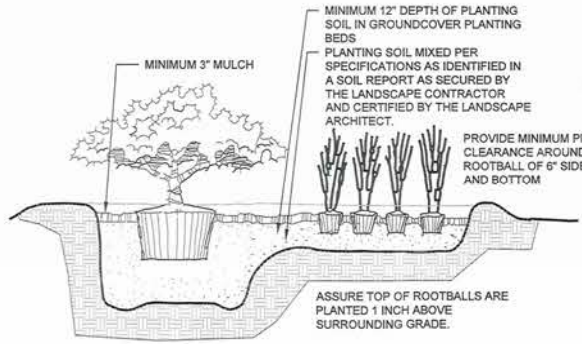
1 PALM BRACING DETAIL
N.T.S.



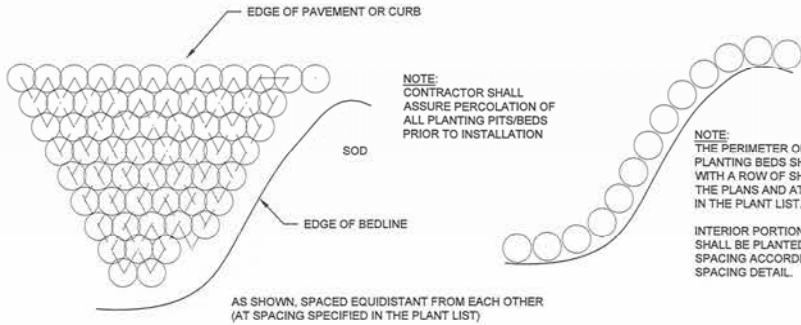
2 TREE PLANTING DETAIL
N.T.S.



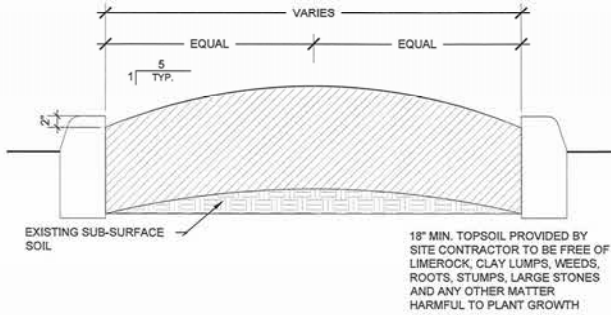
3 MULTI-STEM TREE PLANTING DETAIL
N.T.S.



4 SHRUB/GROUNDCOVER PLANTING DETAIL
N.T.S.



5 SHRUB/GROUNDCOVER SPACING PLAN
N.T.S.



6 ISLAND CROWN DETAIL
N.T.S.

PLANT SCHEDULE

AREES	COMMON NAME	BOTANICAL NAME	CONT	CAL	SIZE	QTY	REMARKS
ARF	Florida Flame Red Maple	Acer rubrum 'Florida Flame'	B & B	4"Cal	14' Ht., 7' Spd.	6	
IN-3	Nellie R. Stevens Holly	Ilex 'Nellie R. Stevens'	30 gal	2"Cal	8' Ht., 5' Spd.	15	
JVS3	Southern Red Cedar	Juniperus virginiana silicicola	B & B	3"Cal	10' Ht., 4' Spd.	16	
LN65	Natchez Crape Myrtle	Lagerstroemia indica 'Natchez'	65 gal	3"Cal	11' Ht., 6' Spd.	1	
LW	Watermelon Red Crape Myrtle	Lagerstroemia indica 'Watermelon Red'	30 gal	2"Cal	10' Ht., 5' Spd.	5	Multi-Trunk
LPJ	Japanese Privet	Ligustrum japonicum	45 gal	2.5"Cal	8' Ht., 6' Spd.	3	
MB100	Brackens Southern Magnolia	Magnolia grandiflora 'Brackens'	100 gal	4"Cal	10' Ht., 4' Spd.	12	
MG-2	D.D. Blanchard Southern Magnolia	Magnolia grandiflora 'D.D. Blanchard'	200 gal	5.5"Cal	16' Ht., 10' Spd.	9	Full Head; Straight Trunk
PLO	American Sycamore	Platanus occidentalis	B & B	2"Cal	10' Ht., 6' Spd.	2	
QV	Southern Live Oak	Quercus virginiana	100 gal	4"Cal	14' Ht., 6' Spd.	20	
QV-2	Southern Live Oak	Quercus virginiana	200 gal	5.5"Cal	16' Ht., 10' Spd.	14	
SP	Sabal Palm	Sabal palmetto	B & B	Heavy Trunk		12	C.T. Vary 6' to 26"
TCH	Golden Trumpet Tree	Tabeuba chrysotricha	30 gal	2.5"Cal	10' Ht., 5' Spd.	8	
TD65	Bald Cypress	Taxodium distichum	65 gal	4.5"Cal	14' Ht., 7' Spd.	6	
TG	Purple Glory Tree	Tibouchina granulosa	15 gal	1.5"Cal	8' Ht., 6' Spd.	4	
SHRUBS	COMMON NAME	BOTANICAL NAME	CONT	SIZE	QTY	REMARKS	
CAS	Crinum Lily	Crinum asiaticum	7 gal	3' Ht., 3 P.P.P.	39		
RF2	Fashion Azalea	Rhododendron azalea 'Fashion'	7 gal	36" Ht., 30" Spd	51		
VO	Walter's Viburnum	Viburnum obovatum	7 gal	36" Ht., 24" Spd.	72		
VSU	Sandankwa Viburnum	Viburnum suspensum	3 gal	24" Ht., x 20" W	17		
SHRUB AREAS	COMMON NAME	BOTANICAL NAME	CONT	SIZE	SPACING	QTY	REMARKS
AA	Blue Lily of the Nile	Agapanthus africanus	3 gal	18" Ht., 18" Spd.	18" o.c.	916	
AN	Annuals	Annuals	4"pot	12" Ht., 10 P.P.P.	12" o.c.	338	
BU	Orange Bulbine	Bulbine frutescens	1 gal	12" Ht.; Full	24" o.c.	155	
DV	African Iris	Dietes vegeta	1 gal	18" Ht., 18" Spd.	18" o.c.	236	
DE	Gold Mound Duranta	Duranta erecta 'Gold Mound'	3 gal	12" Height, 18" Spread	24" o.c.	921	
HPC	Dwarf Fire Bush	Hamelia patens 'Compacta'	3 gal	18" Ht., 24" Spd.	24" o.c.	238	
IS	Dwarf Yaupon	Ilex vomitoria 'Stokes Dwarf'	3 gal	18" Ht., 24" Spd.	24" o.c.	562	
JCHP	Parsoni Juniper	Juniperus chinensis 'Parsoni'	3 gal	15" Ht. x 18" Spd.	24" o.c.	1,041	Full
LMR	Royal Purple Liriope	Liriope muscari 'Royal Purple'	1 gal	12" Ht., 12" Spd.	18" o.c.	209	
RIA	White Indian Hawthorn	Raphiolepis indica 'Alba'	3 gal	15" Ht., 18" Spd.	30" o.c.	462	
RK	Knockout Rose	Rosa 'Knockout'	3 gal	18" Ht., 24" Spd.	24" o.c.	717	
RE	Firecracker Plant	Russelia equisetiformis	1 gal	18" Ht., 18" Spd.	18" o.c.	367	
TAM	Minima Jasmine	Trachelospermum asiaticum 'Minima'	1 gal	12" Runners	18" o.c.	386	Full
TR	Dwarf Fakahatchee Grass	Tripsacum floridanum	1 gal	12" Ht., 24" Spd.	36" o.c.	1,005	
VOW	Walter's 'Withlacochee'	Viburnum obovatum 'Withlacochee'	3 gal	24" Ht., 24" Spd.	36" o.c.	220	
VS	Sandankwa Viburnum	Viburnum suspensum	3 gal	24" Ht., 24" Spd.	30" o.c.	42	
GROUNDCOVERS	COMMON NAME	BOTANICAL NAME	CONT	SIZE	SPACING	QTY	REMARKS
MUL	Pine Straw	Mulch	flat	2"-3" Thick	12" o.c.	2,932	
SOD	Bahia Grass	Paspalum notatum	sod	Solid Panels		40,904 sf	
SSF	'Floratum' St. Augustine Sod	Stenotaphrum secundatum 'Floratum'	sod	Solid Panels, Sand Grown		11,760 sf	

Westport Reserve (Phase 2B)

City of Port Orange, Florida

No.	Revision	Date	Appd.
1	Per Port Orange DRC Comments	5/12/16	
2	Per Port Orange P&Z Comments	7/01/16	
3	Per Port Orange DRC Comments	7/19/16	

Designed by	Checked by
Issued for	Date
	Jan. 12, 2016

Not Approved for Construction

Landscape Details & Schedule



Christopher J. Brown
LA 0000703
DATE: Jul. 26, 2016

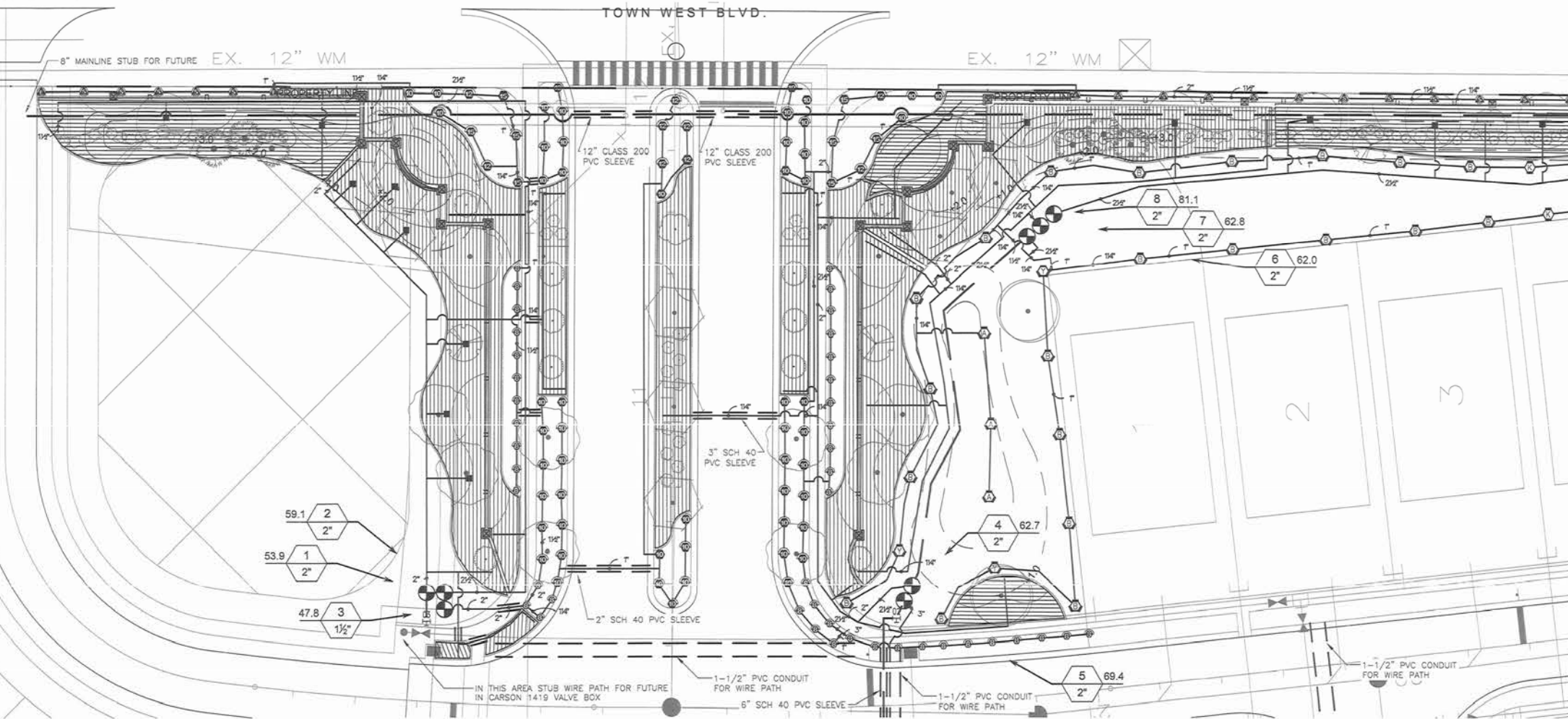
Project Number
62444.00

Drawing Number

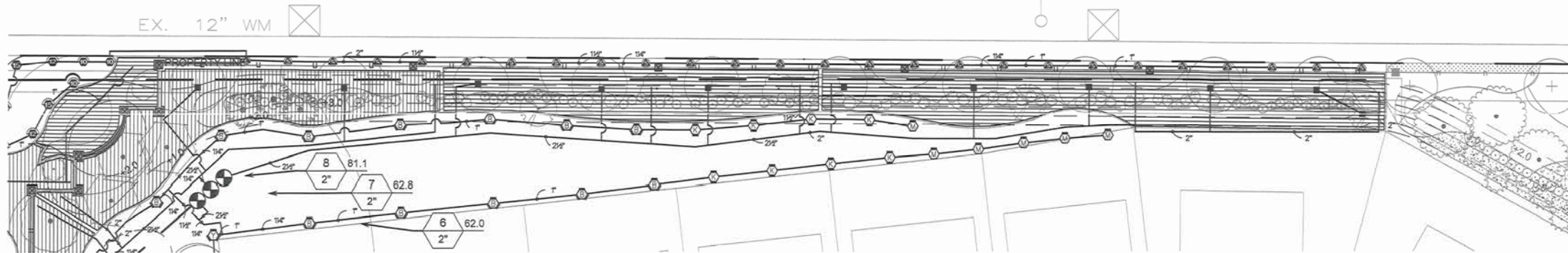
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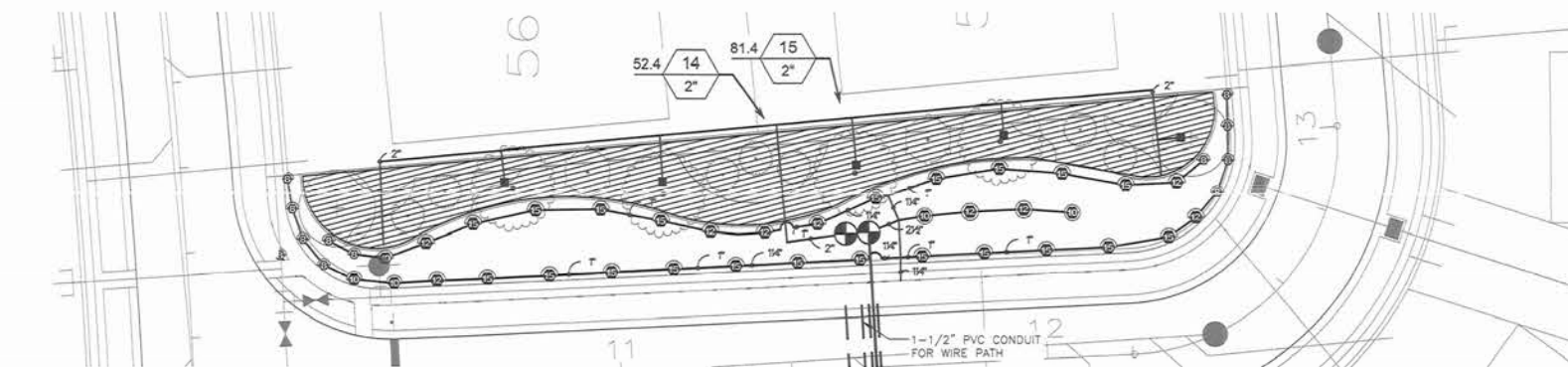




1 MAIN ENTRANCE IRRIGATION PLAN
1" = 20'-0"



2 TOWN WEST BLVD. BUFFER IRRIGATION PLAN
1" = 20'-0"



3 NEIGHBORHOOD PARK IRRIGATION PLAN
1" = 20'-0"



Westport Reserve (Phase 2B)

City of Port Orange, Florida

No.	Revision	Date	Appr.
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Designed by	ST	Checked by	CB
Dated for		Date	Jan. 12, 2016

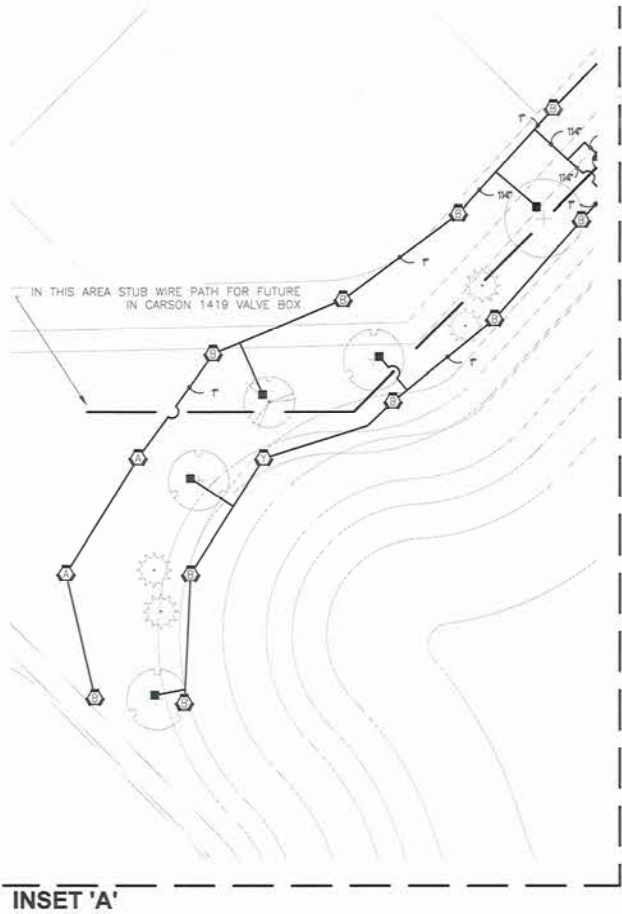
Not Approved for Construction

Landscape
Irrigation Plan

Drawing Number

L-401

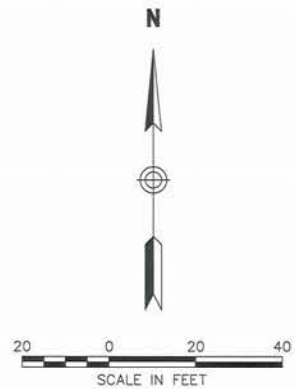
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1 AMENITY PARK IRRIGATION PLAN
1" = 20'-0"

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Orlando, FL 32801
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Certificate of Authorization
Number FL #3932



Westport Reserve
(Phase 2B)

City of Port Orange, Florida

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Landscape
Irrigation Plan



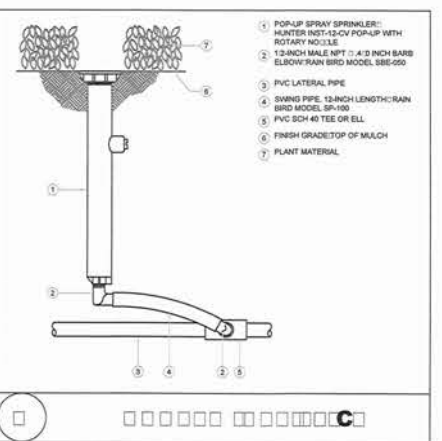
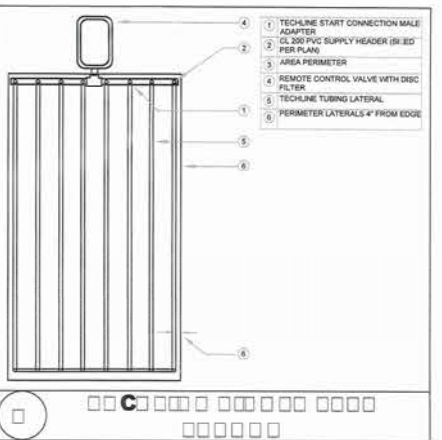
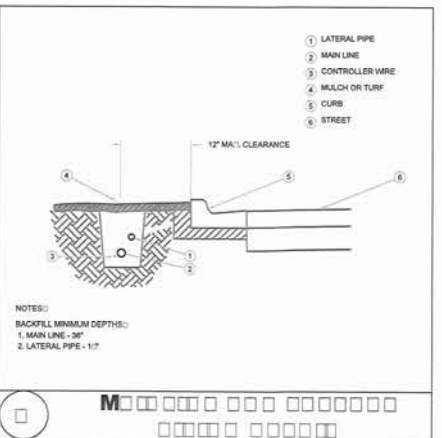
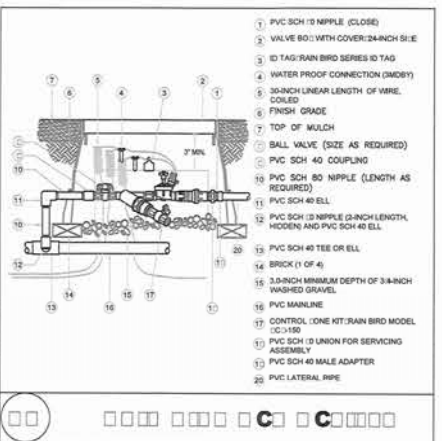
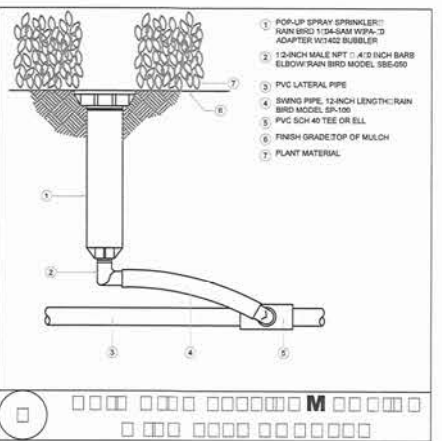
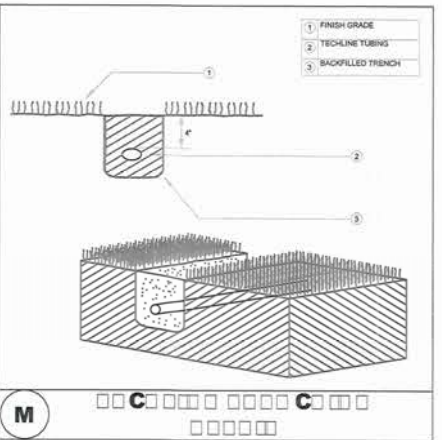
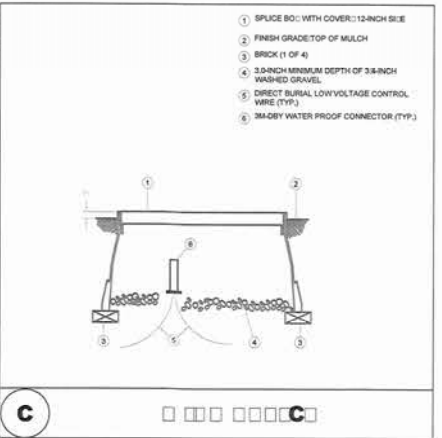
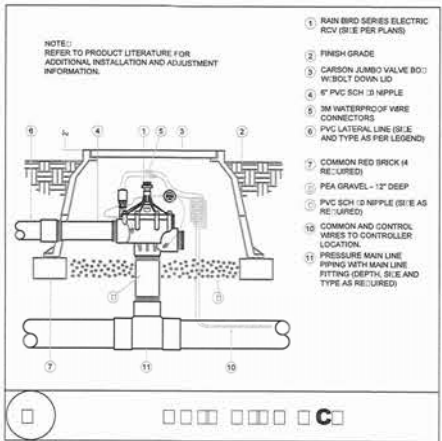
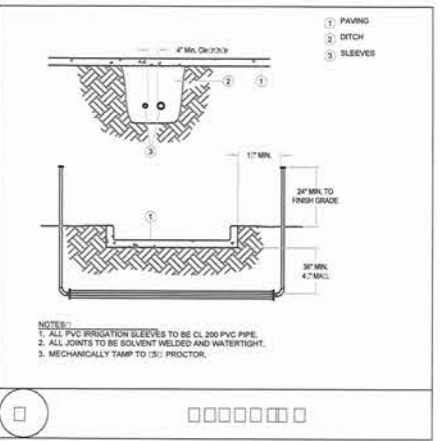
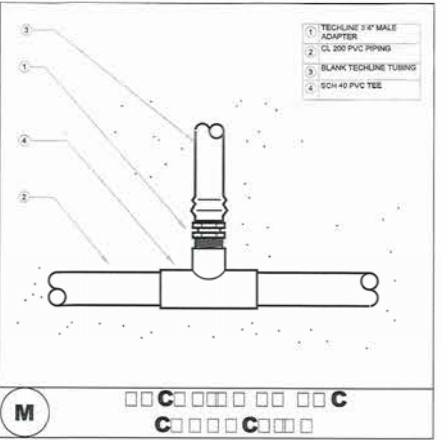
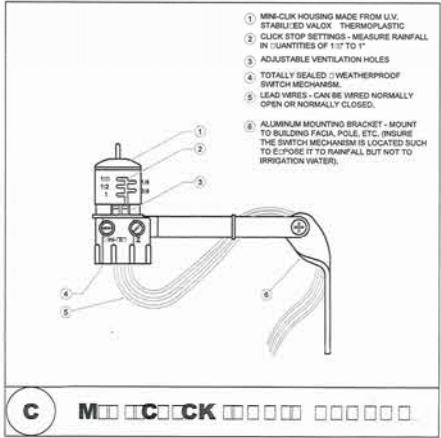
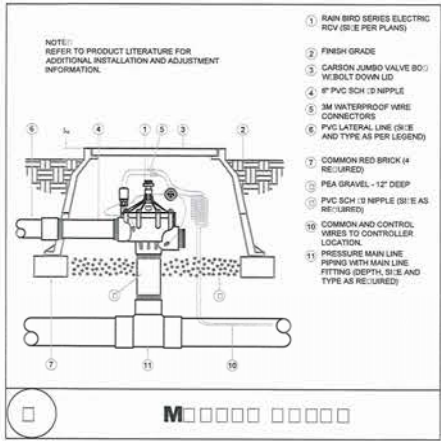
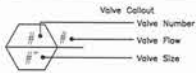
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Christopher J. Brown
LA 000703
DATE: Jul. 26, 2016
Project Number
62444.00



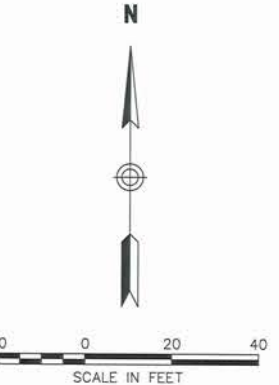
IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL	QTY	ARC	PSI	GPM	RADIUS	
	Rain Bird 1806-PRS-NP 15 Strip Series	3	EST	30	0.61	4'x15'	
	Rain Bird 1806-PRS-NP 15 Strip Series	34	55T	30	1.21	4'x30'	
	Rain Bird 1806-PRS-NP 8 Series MPR	63	180	30	0.32	8'	
	Rain Bird 1806-PRS-NP 8 Series MPR	13	90	30	0.26	8'	
	Rain Bird 1806-PRS-NP 10 Series MPR	2	360	30	1.58	10'	
	Rain Bird 1806-PRS-NP 10 Series MPR	40	180	30	0.78	10'	
	Rain Bird 1806-PRS-NP 10 Series MPR	15	90	30	0.39	10'	
	Rain Bird 1806-PRS-NP 12 Series MPR	3	360	30	2.37	12'	
	Rain Bird 1806-PRS-NP 12 Series MPR	14	180	30	1.3	12'	
	Rain Bird 1806-PRS-NP 12 Series MPR	1	90	30	0.65	12'	
	Rain Bird 1806-PRS-NP 15 Series MPR	28	180	30	1.85	15'	
	Rain Bird 1806-PRS-NP 15 Series MPR	5	90	30	0.92	15'	
	Rain Bird 1806-PRS-NP HE-VAN Series	4	Adj.	30		10'	
	Rain Bird 1806-PRS-NP HE-VAN Series	1	Adj.	30		12'	
	Rain Bird 1806-PRS-NP HE-VAN Series	2	Adj.	30		15'	
	Hunter MP1000 PRO5-06-PRS40-CV-R	6	90-210	40		14'	
	Hunter MP2000 PRO5-06-PRS40-CV-R	15	90-210	40		19'	
	Hunter MP3000 PRO5-06-PRS40-CV-R	5	360	40	9.64	30'	
	Hunter MP3000 PRO5-06-PRS40-CV-R	42	90-210	40		30'	
	Hunter MP3000 PRO5-06-PRS40-CV-R	4	210-270	40		30'	
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY		PSI	GPM	RADIUS	
	Rain Bird 5006-PC, FC-NP Turf Rotor, 6.0" Pop-Up, Plastic Riser, Adjustable and Full Circle, Standard Angle Nozzle, With Non-Potable Purple Cover.	25		45	3.09	40'	
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY					DETAIL
	Area to Receive Dripline Netalim TLDL-4-12 (12) Techline Pressure Compensating Landscape Dripline, 0.9GPH emitters at 12.0" O.C., Dripline laterals spaced at 12.0" apart, with emitters offset for triangular pattern. Surface and Sub Surface Installations, UV Resistant.	54,410 s.f.					
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY					DETAIL
	Rain Bird FESBR-PRS-D 1", 1-1/2", and 2" Durable Chlorine-Resistant Valves for Reclaimed Water Applications. With Scrubber Mechanism Technology, Purple Flow Control Handle, and Pressure Regulator Module.	1					
	Rain Bird ESP-LXD-LXMMSS-LXMMSSPED with (1) ESP-LXD-SMTS 129 station 2-wire, exterior stainless steel pedestal. Flow sensing.	1					
	Irrigation Lateral Line: Blu-Lock and PVC Class 200 Blu-Lock pipe, as manufactured by Hydro Rain, 1/2" to 1", then PVC Class 200 for 1-1/4" and larger. Only lateral transition pipe sizes 1" and above are indicated on the plan, with all others being 3/4" in size.	989.5 l.f.					



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Number FL #3932



Westport Reserve
(Phase 2B)

City of Port Orange, Florida

No.	Revision	Date	Appr.
1	Per Port Orange DRC Comments	5/9/16	

Not Approved for Construction

Landscape
Irrigation Details

LA 703
STATE OF FLORIDA
Christopher J. Brown
LA 0000703
DATE: M 11, 2016

L-403
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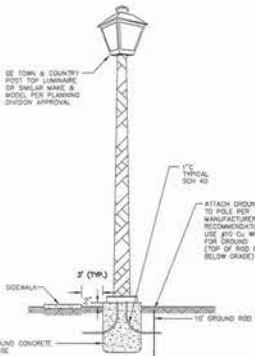
Project Number
62444.00



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Suite 300
Orlando, FL 32801
407.839.4006
Certificate of Authorization
Number FL #3932

LIGHTING SCHEDULE

STREET LIGHT (TYP.)
TYPE M-24 (SEE DETAIL)



NOTE:
1. ALL WALKLIGHTS SHALL BE LOCATED ON 10' CENTERS. THE PLANNING DIVISION SHALL BE CONTACTED AT 1201 S.W. 8TH ST. TO VERIFY THE PROPOSED LOCATIONS FOR WALKLIGHTS.
2. ALL LIGHT POLES SHALL BE DESIGNED TO WITHSTAND 130 M.P.H. WIND SPEED.
3. THE STRING / SERIES OF WALK LIGHTS ADJACENT TO EACH PROJECT SHALL BE FITTED AND CONTROLLED BY ONE SINGLE SOLAR CELL.
4. MAINTENANCE AND OPERATION OF WALKLIGHTS SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION OR ADJACENT PROPERTY OWNER.

STANDARD CONSTRUCTION DETAIL
TRADITIONAL POST TOP

FILE NAME:
M24.DWG
DETAIL REV.
M-24
REV. 2/13

N

60 0 60 120
SCALE IN FEET

Westport Reserve
(Phase 2B)

City of Port Orange, Florida

No.	Revision	Date	Appr'd.
1	Per Port Orange DRC Comments	5/12/16	
2	Per Port Orange P&Z Comments	7/01/16	
3	Per Port Orange DRC Comments	7/19/16	

Designed by: ST
Checked by: CB
Date: Jan. 12, 2016

Not Approved for Construction

Overall
Landscape
Lighting Plan

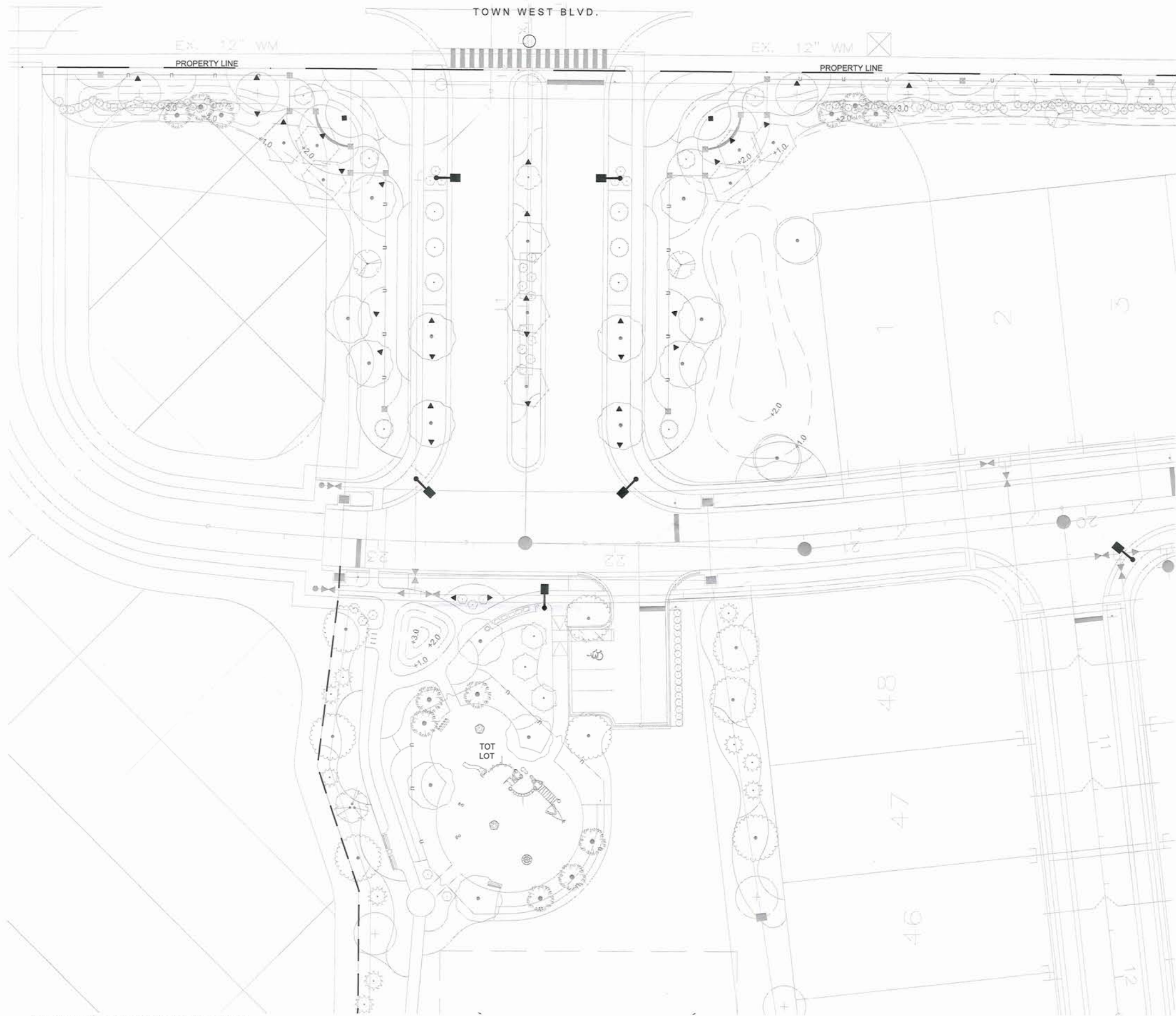


Christopher J. Brown
LA 0000703
DATE: Jul. 26, 2016

L-500

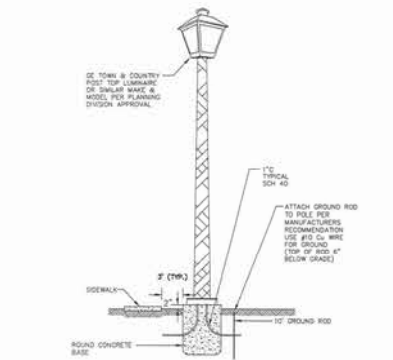
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Project Number
62444.00



LIGHTING SCHEDULE

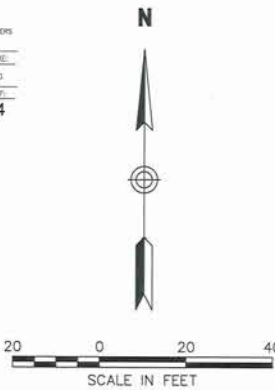
- = SIGN LIGHT
TYPE TRACE*LITE
- ▼ = FLOOD LIGHT BULLET
TYPE ECOSENSE
- ⚡ = STREET LIGHT (TYP.)
TYPE M-24 (SEE DETAIL)



- NOTE:
1. ALL WALKLIGHTS SHALL BE LOCATED ON 100' CENTERS. THE PLANNING DIVISION SHALL BE CONTACTED AT 100' SPACING TO FIELD VERIFY THE PROPOSED LOCATIONS FOR WALKLIGHTS.
 2. ALL LIGHT POLES SHALL BE DESIGNED TO WITHSTAND 150 W.P.H. WIND SPEED.
 3. THE STREET / DRIVE / WALK LIGHTS ADJACENT TO EACH PROJECT SHALL BE FITTED AND CONTROLLED BY ONE SINGLE SOLAR CELL.
 4. MAINTENANCE AND OPERATION OF WALKLIGHTS SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION OR ADJACENT PROPERTY OWNER.

STANDARD CONSTRUCTION DETAIL
TRADITIONAL POST TOP

FILE NAME:
M24.DWG
DETAIL REF:
M-24
REV. 2/13



Westport Reserve
(Phase 2B)

City of Port Orange, Florida

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3	Per Port Orange DRC Comments	7/19/16	

Designed by ST	Checked by CB
Issued for	Date Jan. 12, 2016

Not Approved for Construction

Landscape
Lighting Plan



L-501

Christopher J. Brown
LA 0000703
DATE: Jul. 26, 2016
Project Number
62444.00

① MAIN ENTRANCE LIGHTING PLAN
1" = 20'-0"

ECOSENSE

EcoSpec® Floodlight Bullet Mini



Features:

- Interchangeable, multi-use lens
- Integral Driver / AC Power
- 15° Beam Angle
- Long Life (L70,000)
- Dimmable Lens
- Field Remountable
- Accessory Lenses
- 300° Horizontal Rotation
- 130° Vertical Aiming

The EcoSpec Floodlight Bullet Mini offers field-interchangeable optical lenses in a wide range of beam angle distributions to allow for simple optical design modifications without the need to replace the entire fixture. The integral driver connects directly to AC line voltage power, and is dimmable through ELV or TRIAC dimming hardware. This luminaire also has great flexibility with 100deg vertical aiming and 300deg horizontal rotation making it ideal for any application.

SPECIFICATIONS

PERFORMANCE	Correlated Color Temperature (K)	Lumen Output / Input Power	Efficiency (lm/W)
3000K	748 nm / 11.3W	66 lm/W	
3500K	750 nm / 11.5W	66 lm/W	
4000K	800 nm / 11.5W	76 lm/W	
4500K	800 nm / 11.4W	81 lm/W	

ELECTRICAL	Power Consumption	Power Factor	Operating Voltage	Operating / Storage Temperature
	15.8W Typical, 12W Maximum	0.95	100-277VAC, 100-277VAC (ETL), 0-60 Hz	-40°F to 122°F (-40°C to 50°C) (Storage: -40°F to 176°F (-40°C to 80°C))

CONTROL	Dimming
	100-120VAC - TRIAC/ELV dimmer; 200-240VAC - TRIAC/ELV dimmer; 100-277VAC - Non-Dim

PHYSICAL	Dimensions	Weight	Beam Angle	Mounting
	4.86" x 4.86" x 4.86" (125mm x 125mm x 125mm)	4.4 lbs (2.0 kg)	15°	1/2" NPT Threaded stem with locking nut

FEATURE RATING & CERTIFICATIONS	UL ENEC, C-Tick Certified	ETL Certified	Flicker Compliant
	Yes	Yes	Yes

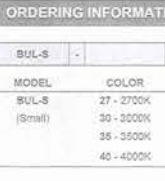
WARRANTY 5 Year Warranty

1 EcoSense Lighting Inc. 80 Broad Street, New York, NY 10004
Phone: 212-228-8118, Fax: 212-228-8113, Toll Free: 855.8.ECOSENSE
EcoSense Lighting Inc. 80 Broad Street, New York, NY 10004
Phone: 212-228-8118, Fax: 212-228-8113, Toll Free: 855.8.ECOSENSE
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ECOSENSELIGHTING.COM

ECOSENSE

EcoSpec® Floodlight Bullet Mini



Features:

- Interchangeable, multi-use lens
- Integral Driver / AC Power
- 15° Beam Angle
- Long Life (L70,000)
- Dimmable Lens
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- Accessory Lenses
- 300° Horizontal Rotation
- 130° Vertical Aim

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ORDERING INFORMATION

MODEL	COLOR	VOLTAGE	FINISH	OPTIC
BUL-S	27 - 2700K	120-120VAC	BZ - Bronze	11" x 11"
BUL-S (Small)	30 - 3000K	220-240VAC**	BK - Black	(Sealed Base Optic)
	35 - 3500K	277VAC	WH - White	
	40 - 4000K			

EXAMPLE: BUL-S - 40 - 120-120VAC - BK - 11

Mounting / Wiring Notes:

- 1. 120VAC / 277VAC
- 2. 220VAC

ACCESSORIES

Shading Options	Optical Lens (Light Shaping Diffuser)
60° Cup (Standard with base fixture)	Optical Lens 20" x 20"
90° Full Street, Bronze	Optical Lens 40" x 40"
90° Full Street, Black	Optical Lens 60" x 60"
90° Full Street, White	Optical Lens 12" x 60"

Standard Lens Distributions	Build-to-order Lens Distributions
Optical Lens 20" x 20"	Optical Lens 30" x 30"
Optical Lens 40" x 40"	Optical Lens 80" x 80"
Optical Lens 60" x 60"	Optical Lens 120" x 120"
Optical Lens 12" x 60"	Optical Lens 240" x 240"

D-Series Size 1

LED Flood Luminaire



Specifications

EPA: 100 lm/W
Depth: 5.1/8" (130mm)
Width: 8.7/8" (223mm)
Height: 5.3/4" (137mm)
Overall Height: 10.1/4" (267mm)
Weight: 7.3 lbs (3.3kg)

Introduction

The D-Series Size 1 Flood features precision optics to beautifully illuminate a variety of applications while its sleek, compact styling blends seamlessly with the environment.

The D-Series Flood reflector systems and out-edge chip-on-board LED technology produce low field-to-beam ratios for minimal spill light and incredible photometric performance. It's the ideal long-life replacement for 50 - 150W metal halide floods, with typical energy savings of 72% and expected service life of over 100,000 hours.

Ordering Information

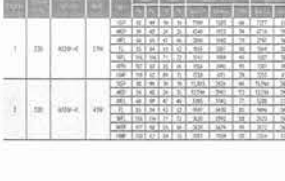
EXAMPLE: DSKF1 LED 2 AS30/40K MSP MVOLT THK DDBKD

Model	Optic	Power (Wattage)	Beam Angle	Finish	Mounting	Notes
DSKF1	15°	150W	15°	Black	1/2" NPT	Standard Flood
DSKF1	30°	150W	30°	Black	1/2" NPT	Standard Flood
DSKF1	45°	150W	45°	Black	1/2" NPT	Standard Flood
DSKF1	60°	150W	60°	Black	1/2" NPT	Standard Flood
DSKF1	90°	150W	90°	Black	1/2" NPT	Standard Flood

Accessories

Accessory	Part Number
15° Optic	DSKF1-15
30° Optic	DSKF1-30
45° Optic	DSKF1-45
60° Optic	DSKF1-60
90° Optic	DSKF1-90

Performance Data



Lumen Output

1. 100W, 2. 150W, 3. 200W, 4. 250W, 5. 300W, 6. 350W, 7. 400W, 8. 450W, 9. 500W, 10. 550W, 11. 600W, 12. 650W, 13. 700W, 14. 750W, 15. 800W, 16. 850W, 17. 900W, 18. 950W, 19. 1000W, 20. 1050W, 21. 1100W, 22. 1150W, 23. 1200W, 24. 1250W, 25. 1300W, 26. 1350W, 27. 1400W, 28. 1450W, 29. 1500W, 30. 1550W, 31. 1600W, 32. 1650W, 33. 1700W, 34. 1750W, 35. 1800W, 36. 1850W, 37. 1900W, 38. 1950W, 39. 2000W, 40. 2050W, 41. 2100W, 42. 2150W, 43. 2200W, 44. 2250W, 45. 2300W, 46. 2350W, 47. 2400W, 48. 2450W, 49. 2500W, 50. 2550W, 51. 2600W, 52. 2650W, 53. 2700W, 54. 2750W, 55. 2800W, 56. 2850W, 57. 2900W, 58. 2950W, 59. 3000W, 60. 3050W, 61. 3100W, 62. 3150W, 63. 3200W, 64. 3250W, 65. 3300W, 66. 3350W, 67. 3400W, 68. 3450W, 69. 3500W, 70. 3550W, 71. 3600W, 72. 3650W, 73. 3700W, 74. 3750W, 75. 3800W, 76. 3850W, 77. 3900W, 78. 3950W, 79. 4000W, 80. 4050W, 81. 4100W, 82. 4150W, 83. 4200W, 84. 4250W, 85. 4300W, 86. 4350W, 87. 4400W, 88. 4450W, 89. 4500W, 90. 4550W, 91. 4600W, 92. 4650W, 93. 4700W, 94. 4750W, 95. 4800W, 96. 4850W, 97. 4900W, 98. 4950W, 99. 5000W, 100. 5050W, 101. 5100W, 102. 5150W, 103. 5200W, 104. 5250W, 105. 5300W, 106. 5350W, 107. 5400W, 108. 5450W, 109. 5500W, 110. 5550W, 111. 5600W, 112. 5650W, 113. 5700W, 114. 5750W, 115. 5800W, 116. 5850W, 117. 5900W, 118. 5950W, 119. 6000W, 120. 6050W, 121. 6100W, 122. 6150W, 123. 6200W, 124. 6250W, 125. 6300W, 126. 6350W, 127. 6400W, 128. 6450W, 129. 6500W, 130. 6550W, 131. 6600W, 132. 6650W, 133. 6700W, 134. 6750W, 135. 6800W, 136. 6850W, 137. 6900W, 138. 6950W, 139. 7000W, 140. 7050W, 141. 7100W, 142. 7150W, 143. 7200W, 144. 7250W, 145. 7300W, 146. 7350W, 147. 7400W, 148. 7450W, 149. 7500W, 150. 7550W, 151. 7600W, 152. 7650W, 153. 7700W, 154. 7750W, 155. 7800W, 156. 7850W, 157. 7900W, 158. 7950W, 159. 8000W, 160. 8050W, 161. 8100W, 162. 8150W, 163. 8200W, 164. 8250W, 165. 8300W, 166. 8350W, 167. 8400W, 168. 8450W, 169. 8500W, 170. 8550W, 171. 8600W, 172. 8650W, 173. 8700W, 174. 8750W, 175. 8800W, 176. 8850W, 177. 8900W, 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This Document Prepared by:

Margaret T. Roberts
City Attorney
1000 City Center Circle
Port Orange, FL 32129

LICENSE AGREEMENT

THIS **LICENSE AGREEMENT** is made and entered into this ____ day of _____, 2016, by and between the City of Port Orange, Florida, a chartered municipal corporation ("City"), 1000 City Center Circle, Port Orange, FL 32129, ("Licensor"); and Edge Cove, LLC, a Florida limited liability company, whose mailing address is 370 CenterPointe Circle, Suite 1136, Altamonte Springs, FL 32701, ("Licensee").

PREMISES

WHEREAS, the City Council of the City of Port Orange has adopted Resolution No. 95-64, which establishes City policy regarding improvements within City rights-of-way by private citizens, homeowners associations, and developers; and

WHEREAS, the City and the Licensee have agreed on an improvement plan and specifications, as described on **Exhibit "A,"** attached hereto and incorporated herein by reference; and

WHEREAS, the Licensee hereby warrants to the City that the Licensee has full power and authority to enter into this Agreement, and that the Licensee agrees to be bound by the terms and conditions hereof is in compliance with and shall remain in compliance with any declaration of covenants and restrictions, as may exist and as may be amended from time to time; and

WHEREAS, the Licensee is the owner of real property located in the Westport Reserve Subdivision Phase 2B, recorded in Book ____, Page ____ Public Records of Volusia County, Florida, hereinafter the "Subject Property", as described on **Exhibit "B"**; and

WHEREAS, the Licensee hereby acknowledges that the City public utilities are located within the right-of-way, including but not limited to locations beneath the proposed Improvements.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. The City hereby grants to the Licensee a license to enter upon and to utilize the right-of-way known as Lido Way and Estero Drive, located and situated in Port Orange, Volusia County, Florida, adjacent to the Subject Property, as depicted on **Exhibit "B"** for the purpose of placing decorative pavement, street trees, landscaping and irrigation, adjoining the Subject Property (hereinafter "Improvements") approved by the City as depicted on **Exhibit "A."**

2. All improvements, uses and activities shall comply with the policies established in Resolution No. 95-64 and with the terms and conditions of this License Agreement and exhibits hereto.

3. The Licensee jointly and severally assumes all responsibility for the maintenance and, if necessary, replacement of all Improvements depicted on **Exhibit "A."**

4. The Licensee agrees, upon thirty (30) days written notice from the City, to maintain, repair or replace all Improvements which require maintenance, repair or replacement. If no remedy is made within the specified time, the City reserves the right to remove all Improvements without further notice to the Licensee and at the sole cost and expense of the Licensee.

5. The City reserves the right to request removal of the Improvements depicted on **Exhibit "A"** in the event that the City needs to utilize the property for City purposes, such as road, bike path, public utility installation or maintenance, drainage improvement or other public uses. The City shall endeavor to give at least thirty (30) days prior notice to the Licensee. If the Improvements are not removed within the time specified by the City or in cases where emergency work by the City becomes necessary the City may remove or cause to be removed the Improvements without any liability to the City or obligation to replace same upon completion of the City project. The Licensee may replace the Improvements after the City repair or maintenance; and the Licensee shall be responsible for any and all expenses of the replacement of Improvements.

6. The Licensee agrees that no improvements shall be made or altered in the right-of-way except as depicted on **Exhibit "A"** or subsequently approved amendments thereto. However, the Improvements may be maintained, repaired, replaced and removed.

7. The License granted by this License Agreement shall be effective during the period from the date of execution by both parties until terminated in accordance with the provisions specified herein.

8. Any 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 any party, the City shall have the option of requiring all Improvements to be removed or abandoned in place by the Licensee or maintained in their present state by the City and without further right or obligation by the Licensee. If the Licensee terminates this Agreement or otherwise fails to remain in good standing and in compliance with this Agreement, the City may maintain and repair the Improvements and the City shall not be obligated to either maintain or repair the Improvements and the City shall not be liable for either undertaking or failing to maintain or repair the Improvements. All costs and expenses of the City resulting from maintenance or repair of the Improvements, including administrative expenses, attorney's fees and costs, and expenses incurred in establishing and operating a special district, shall be chargeable to and assessed by the City jointly and severally against all lots located within the development, subdivision or project located within the property described in **Exhibit "B."** The City shall have the right to enforce collection of assessments for such costs and expenses by a lien jointly and severally against the lots, which lien shall include interest at the then highest lawful rate of interest and attorneys' fees and costs for collection thereof. The City shall have the right to establish a special district and to utilize any methods or procedures provided by law or ordinance for imposition and collection of the assessments described herein.

9. This License is given to the Licensee as an accommodation to the Licensee without any consideration. The Licensee acknowledges the legal title of the City to the right-of-way property described herein and agrees never to deny such title or to claim title in the Licensee's name.

10. The License is personal to the 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 the Licensee in whole or in part. Upon the sale or transfer by the Licensee of title to the real property adjoining the right-of-way upon which the Improvements are located, the City shall have the immediate right to remove the improvements for which this license is granted; subject, however, to application made by the successor property owner for and due diligence in obtaining approval by the City of a new license agreement for the existing Improvements to remain in the right-of-way.

11. The Licensee shall exercise the rights, privileges and permission granted herein at the Licensee's own risk. Licensee shall make monthly inspections of the paver surface within the right-of-way, including the driveway apron and sidewalk areas; and shall immediately repair any deviation in the surface. The Licensee shall not claim any damages from the City for any injuries or damages in connection with or on account of the exercise of such rights, privileges or permission, the condition of the City's property, or the use of the property. Licensee agrees to maintain general liability insurance including contractual liability and having a minimum coverage of **One Million Dollars (\$1,000,000.00)**. Licensee shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured within ten (10) business days after City Council's approval of this License Agreement. The certificate of insurance shall be provided to the Community Development Department, Engineering Division and shall thereafter be submitted annually by the Licensee each year the license remains in effect. Failure to maintain the required insurance or provide proof thereof may result in the immediate termination of this License Agreement. In the event that the Licensee allows the required general liability insurance to elapse or expire, the City may remove all Improvements after thirty (30) days prior written notice to Licensee that the insurance had elapsed or expired. Further, the Licensee shall indemnify and hold harmless the City, its officers, employees and agents, from and against all claims, damages, losses and expenses, attorneys' fees and costs, arising out of, resulting from, or in any way connected with the condition of the City's property, the use of the property by Licensee, his invitees and members of the public, the exercise of the license granted by this License Agreement, the failure on the part of the Licensee to comply with any of the provisions specified herein, or the City's removal of any Improvements depicted in **Exhibit "A"** or otherwise permitted by this License Agreement. The City shall not be liable to the Licensee if for any reason the Licensee's use of the Subject Property is hindered or disturbed.

12. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail, telegram or in person to: City Manager, City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, for the City; and Edge Cove, LLC, 370 CenterPointe Circle, Suite 1136, Altamonte Springs, FL 32701, for the Licensee, or as otherwise designated in writing to all respective parties.

13. This Agreement shall be recorded in the Public Records of Volusia County, Florida. Upon execution of this Agreement, the Licensee agrees to pay the City an amount equal to the applicable cost of recording this Agreement in the Public Records of Volusia County, Florida.

14. 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.

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IN WITNESS WHEREOF, the parties hereto have executed this License Agreement on the respective dates below.

WITNESSES:

LICENSOR:

Printed Name:_____

CITY OF PORT ORANGE, FLORIDA
a chartered municipal corporation

Printed Name:_____

By:_____
Allen Green, Mayor

Printed Name:_____

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

Printed Name:_____

(SEAL)

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, Florida, who acknowledged that he is duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

Notary Public, State of Florida at Large
Printed name, commission and expiration:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Robin L. Fenwick, as the City Clerk of the City of Port Orange, Florida, who acknowledged that she is duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

Notary Public, State of Florida at Large
Printed name, commission and expiration:

WITNESSES:

LICENSEE:

Printed Name: _____

Edge Cove, LLC

Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, who is authorized to execute the foregoing LICENSE AGREEMENT, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

Notary Public, State of Florida at Large
Printed name, commission and expiration:

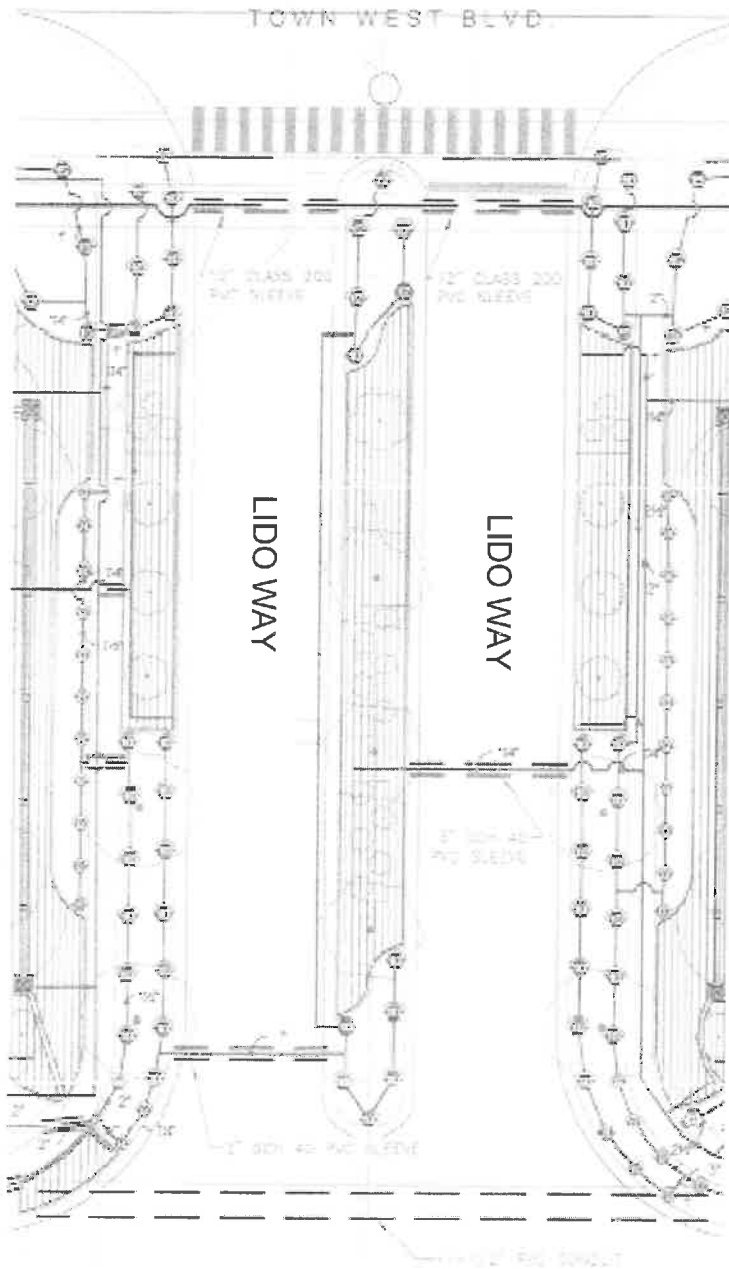
Exhibit "A"

List of Improvements within the Right-of-Way at Westport Reserve Phase 2B Subdivision

DESCRIPTION	SIZE	QUANTITY
LIDO WAY		
Colored Concrete Roadway Pavers	4"x8"	7,125 sq. ft.
Ecosense Flood Lights	Bullet	13
Automatic Irrigation	Spray Heads & Drip Lines	5,600 sq. ft.
Southern Live Oak	200 gal., 5.5" cal., 16'ht, 10'spd	4
DD Blanchard Southern Magnolia	100 gal., 4" cal., 10'ht, 4 spd	3
Japanese Privet	45 gal., 2.5" cal., 8'ht, 6'spd	3
Liriope	1 gal.	96
Agapanthus	3 gal.	627
Crinum Lily	7 gal.	11
Jasmine Minima	1 gal.	194
Dwarf Yapon Holly	3 gal.	196
St. Augustine	Sod	2,840 sq. ft.

EXHIBIT "A"

IRRIGATION – LIDO WAY



IRRIGATION – ESTERO LOOP



LANDSCAPING – ESTERO LOOP

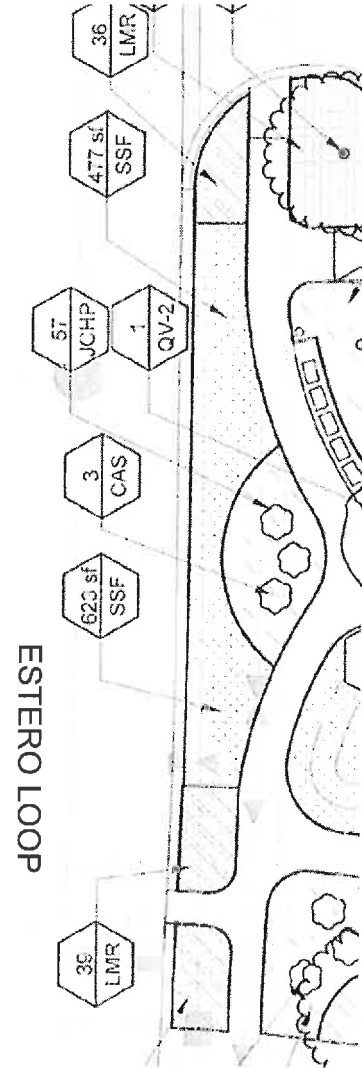


EXHIBIT "A"

LOCATION – SIDEWALKS

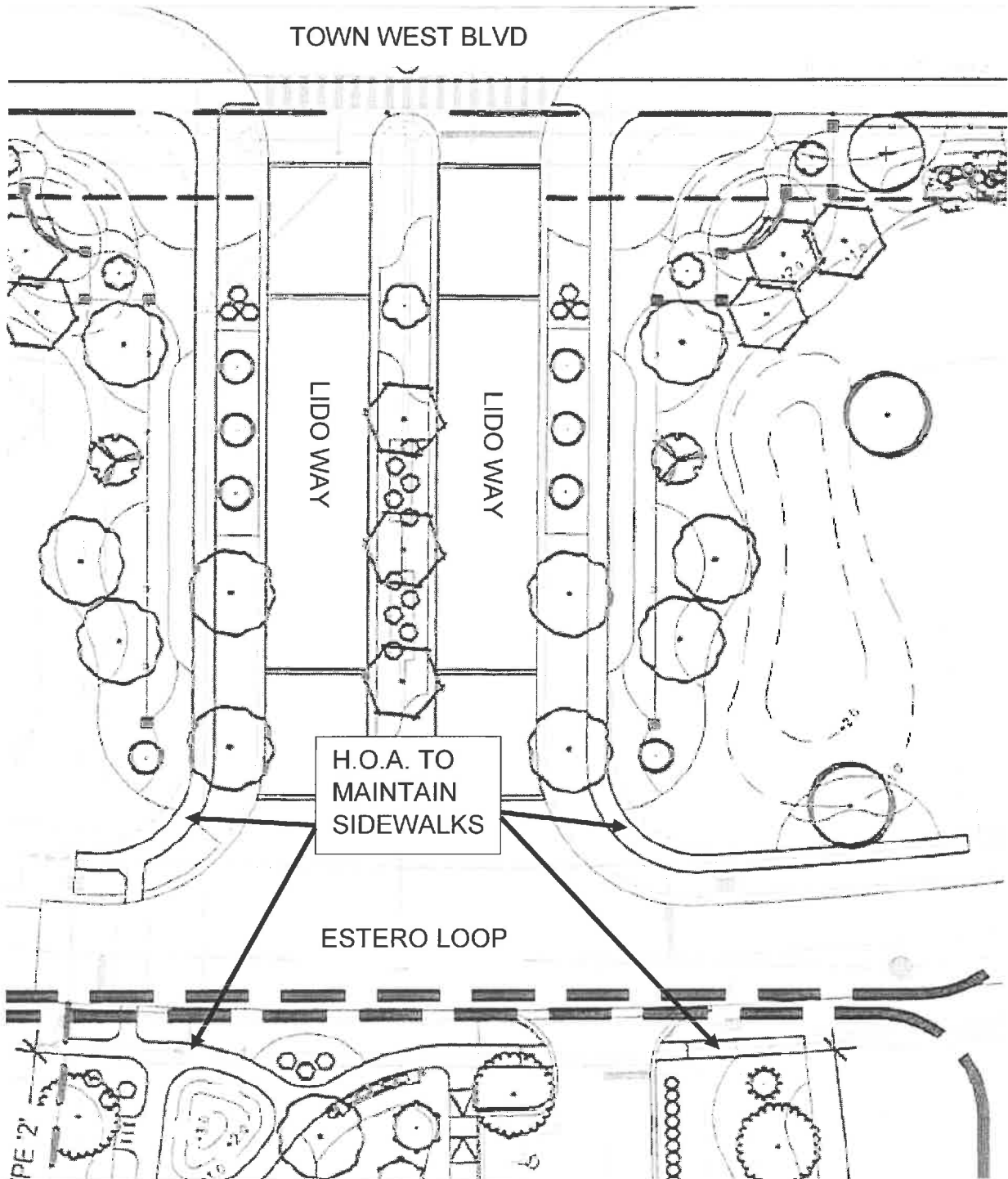


Exhibit "A"

Location of Decorative Pavers

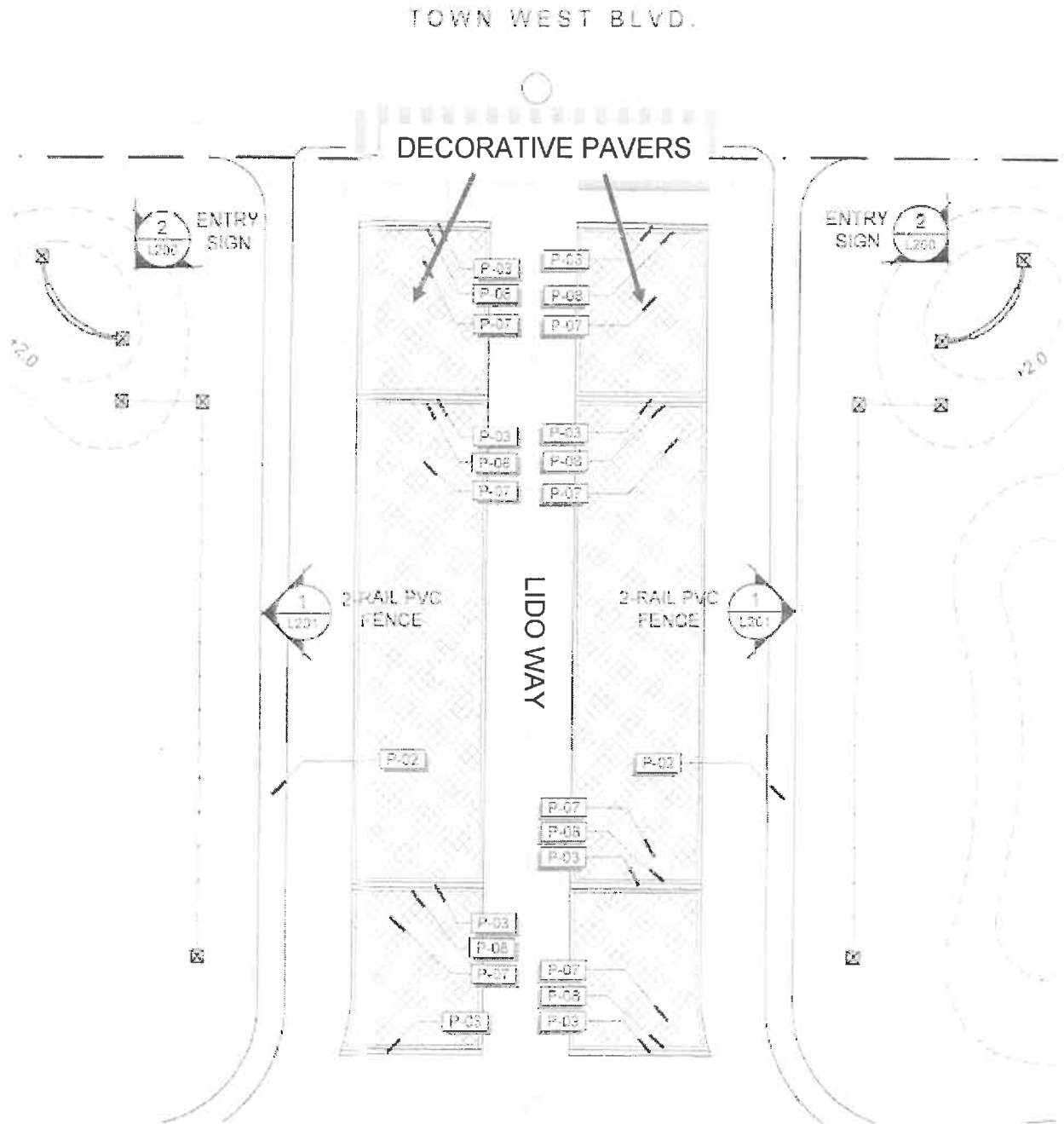
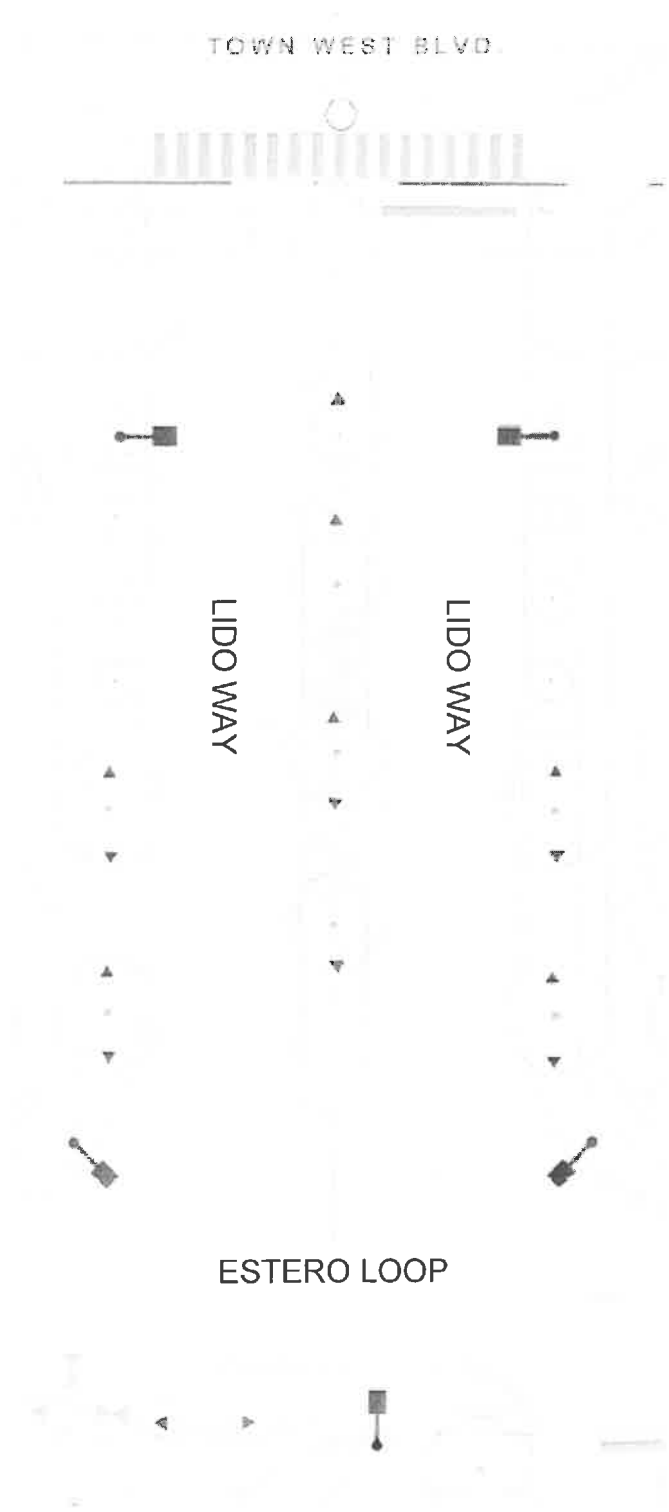


EXHIBIT "A"

LOCATION – LIGHTING



LIGHTING SCHEDULE

- = SIGN LIGHT
TYPE TRACE*LITE
- ▼ = FLOOD LIGHT BULLET
TYPE ECOSENSE
- ⌘ = STREET LIGHT (TYP.)
TYPE M-24 (SEE DETAIL)

FLOODLIGHT DETAIL

ECOSENSE®

EcoSpec® Floodlight Bullet Mini

DATE _____ TYPE _____
 PROJ. _____
 FIRM _____



EcoSpec® Floodlight Bullet Mini is a compact architectural floodlight and landscape luminaire offering superior binning and a full range of optical solutions. The EcoSpec Floodlight Bullet Mini is indoor and outdoor rated with a robust cast aluminum housing and glare control options that include flush, angled, or full snoots.

The EcoSpec Floodlight Bullet Mini offers field-interchangeable optical lenses in a wide range of beam angle distributions to allow for simple optical design modifications without the need to replace the entire fixture. The integral driver connects directly to AC, line voltage power, and is dimmable through ELV or TRIAC dimming hardware. This luminaire also has great flexibility with 130deg vertical aiming and 360deg horizontal rotation making it ideal for any application.

Features:

- Dimmable: TRIAC / ELV (RP)
- Integral Driver / AC Power
- Flicker-Free
- Long Life (L70)
- Gore® Vent
- Field Interchangeable Accessory Lenses
- 360° Horizontal Rotation
- 130° Vertical Aiming

SPECIFICATIONS

PERFORMANCE			
	Correlated Color Temperature (K)	Lumen Output / Input Power (IES Measurements)	Efficacy (lm/W)
	2700K	746 lm / 11.3W	66 lm/W
	3000K	760 lm / 11.5W	66 lm/W
	3500K	890 lm / 11.3W	79 lm/W
	4000K	920 lm / 11.4W	81 lm/W
	Color Rendering Index	Min. 80	
	Color Consistency	2 Step MacAdam Ellipse	
	Rated Life	L70>100,000 hours @ 25°C* / L70 50,000 hours @ 50°C*	
* Calculations for LED fixtures are based on measurements that comply with IES LM-80 testing procedures and IES TM-21 Calculator.			
ELECTRICAL			
	Power Consumption	10.9W Typical, 12W Maximum	
	Power Factor	Min. 0.90	
	Operating Voltage	100-120VAC, 220-240VAC, 277VAC (ETL), 50-60 Hz	
	Operating / Startup Temperature	-40°F to 122°F (-40°C to 50°C) [Storage: -40°F to 176°F (-40°C to 80°C)]	
CONTROL			
	Dimming	100-120VAC - TRIAC/ELV-RP*; 220-240VAC - TRIAC/ELV-RP*; 277VAC Non-Dim	
*ELV-RP = Electronic Low Voltage, Reverse Phase			
PHYSICAL			
	Dimensions	Dia. 4.06" x H 4.92" x L 8.78" (103mm x 125mm x 223mm)	
	Housing	Cast Aluminium; Clear Glass	
	Weight	4.4 lbs. (2.0 kg)	
	Cable	Flying Lead	
	Shielding	Optional 45° and 90° Cutoff Snoots, 360° locking rotation	
	Environment	Indoor / Outdoor; CE Certified IP66 / ETL Certified for Wet Locations	
	Beam Angle	Native: 11°x 11° / Accessory Lens: 20° / 30° / 40° / 60° / 80° / 10°x 60° / 30°x 60°	
	Mounting	1/2"NPT/M20 Threaded stem with locking nut	
FIXTURE RATING & CERTIFICATIONS			
	CE, ENEC, C-Tick Certified		
	ETL Certified		
	RoHS Compliant		
	DLC, Energy Star Certified		
      			
* Models rated 100-120VAC only			
WARRANTY			
	5 Year Warranty		

EXHIBIT "B"

LEGAL DESCRIPTION

The Lido Way and Estero Loop (portion adjacent to Tract "C"- common area) public street rights-of-way as dedicated to the City of Port Orange per the subdivision plat of Westport Reserve Subdivision, Phase 2B.

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 Sixty-Four (64) single family residential units on approximately Thirty One and Two Tenths (31.2) acres of real property more particularly described in **Exhibit "B-1,"** attached hereto and incorporated herein by reference (Westport Reserve Subdivision - Phase 2B), which will generate 70 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

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:

EDGE COVE, LLC
a Florida limited liability company

By: Emerson International Inc., a Florida corporation,
its Manager
"Developer"

Name: _____

By: _____
Name: Jonathan Claber
Title: President

Name: _____

Name: _____

Attest: _____
Name/Title: _____

Name: _____

Date: _____

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Jonathan Claber in his representative capacity as President of Emerson International Inc., as Manager of Edge Cove, LLC, a Florida limited liability company, on behalf of said company. He is ☐ personally known to me, or ☐ have produced _____ as identification.

Notary Public, State of Florida at Large
Printed, typed or stamped name, commission and expiration of commission term

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____, in his/her official capacity as _____, on behalf of Emerson International Inc., as Manager of Edge Cove, LLC, a Florida limited liability company, on behalf of said company. He/she is: ☐ personally known to me, or ☐ has 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:	Westport Reserve Subdivision (Phase 2B)
Site Address:	South side of Town West Blvd., west of The Sanctuary at Westport site plan
City Case No.	16-50000002
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:	31.24 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:	Westport Reserve Subdivision (Phase 2B)
City Case No.:	16-50000002
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	1/860	0.12%	\$3,784	\$3,784

*Financial Guarantee Multiplier	1.1	1.1	1.0
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Total Fair-Share Contribution	\$3,784
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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 B... Date 8-4-16

Finance Review: Lura A. Pollart Date 8-10-16

Exhibit B-1

LEGAL DESCRIPTION Westport Reserve Subdivision (Phase 2B)

A PORTION OF SECTION 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 SECTION 13, TOWNSHIP 16 SOUTH, RANGE 32 EAST; 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 TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EASTERLY EXTENSION, S88°57'35"W, A DISTANCE OF 466.04 FEET; THENCE DEPARTING SAID EASTERLY EXTENSION, N03°26'19"W, A DISTANCE OF 384.28 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 260.00 FEET, A CENTRAL ANGLE OF 39°36'02", A CHORD BEARING OF N65°22'49"W AND A CHORD DISTANCE OF 176.15 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 179.70 FEET TO THE END OF SAID CURVE; THENCE N25°33'01"W, A DISTANCE OF 74.03 FEET; THENCE S85°19'03"W, A DISTANCE OF 55.22 FEET; THENCE N24°58'51"W, A DISTANCE OF 82.99 FEET; THENCE S76°41'50"W, A DISTANCE OF 8.25 FEET; THENCE N89°09'22"W, A DISTANCE OF 61.23 FEET; THENCE N48°04'12"W, A DISTANCE OF 99.49 FEET; THENCE N08°26'40"E, A DISTANCE OF 181.55 FEET; THENCE S83°41'13"W, A DISTANCE OF 118.88 FEET; THENCE N01°02'25"W, A DISTANCE OF 326.22 FEET; THENCE N88°47'25"E, A DISTANCE OF 489.84 FEET; THENCE N42°03'29"E, A DISTANCE OF 123.35 FEET; THENCE N07°02'00"E, A DISTANCE OF 77.06 FEET; THENCE N00°22'25"E, A DISTANCE OF 50.34 FEET; THENCE N18°45'30"W, A DISTANCE OF 55.53 FEET; THENCE N07°02'00"E, A DISTANCE OF 72.12 FEET; THENCE N03°20'57"E, A DISTANCE OF 75.00 FEET; THENCE N00°19'56"E, A DISTANCE OF 148.68 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF TOWN WEST BOULEVARD (100' RIGHT OF WAY) PER OFFICIAL RECORDS BOOK 5310, PAGE 1038; THENCE S89°40'04"E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 575.54 FEET; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE, S00°19'56"W, A DISTANCE OF 22.40 FEET; THENCE S60°56'55"E, A DISTANCE OF 93.08 FEET; THENCE S32°42'29"E, A DISTANCE OF 73.55 FEET; THENCE S14°21'28"E, A DISTANCE OF 51.97 FEET; THENCE S06°22'07"E, A DISTANCE OF 300.00 FEET; THENCE S06°53'20"E, A DISTANCE OF 102.39 FEET; THENCE S00°30'19"E, A DISTANCE OF 56.38 FEET; THENCE S17°50'43"W, A DISTANCE OF 69.03 FEET; THENCE S36°11'44"W, A DISTANCE OF 71.54 FEET; THENCE S64°26'10"W, A DISTANCE OF 93.08 FEET; THENCE N89°34'19"W, A DISTANCE OF 63.59 FEET; THENCE S87°10'22"W, A DISTANCE OF 55.28 FEET; THENCE S01°00'05"W, A DISTANCE OF 17.03 FEET; THENCE S02°35'35"W, A DISTANCE OF 52.36 FEET; THENCE S10°06'15"E, A DISTANCE OF 69.49 FEET; THENCE S15°58'04"E, A DISTANCE OF 67.66 FEET; THENCE S05°25'27"W, A DISTANCE OF 77.55 FEET; THENCE S26°00'37"W, A DISTANCE OF 54.86 FEET; THENCE S43°31'22"W, A DISTANCE OF 51.62 FEET; THENCE S61°02'07"W, A DISTANCE OF 30.11 FEET; THENCE S01°00'15"E, A DISTANCE OF 534.20 FEET TO THE POINT OF BEGINNING.

CONTAINING: 1,360,977.84 SQUARE FEET OR 31.244 ACRES.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/16/2016

Consent item: No

SUBJECT: Planning Commission Appointments

DEPARTMENT: City Clerk

GOAL:

OBJECTIVE:

RECOMMENDED MOTION: Move to appoint four (4) members to the Planning Commission.

SUMMARY: Four (4) terms are set to expire on September 1, 2016. All four members currently serving have expressed an interest in continuing their service on the Commission. Those members are as follows:

Mike Arminio
Frank Crooks
Lance Green
Thomas Jordan

Other applications received by the City Clerk are as follows:

Jeremy Terhune
Brian Syford
Darrell Bofamy
George Chatley

These applications are attached for your consideration.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Jeremy Terhune	Jeremy Terhune application.pdf
2.	Brian Syford	Syford application.pdf
3.	Darrell Bofamy	Darrel Bofamy - Volunteer Application.pdf
4.	George Chatley	George Chatley application.pdf

Robin Fenwick

Created/Initiated - 08/02/2016

Wayne Clark
M. Jake Johansson

Approved - 08/02/2016
Final Approval - 08/05/2016

Fenwick, Robin

From: donotreply@port-orange.org
Sent: Sunday, October 05, 2014 10:38 AM
To: Fenwick, Robin
Subject: Volunteer Application - Jeremy Terhune



ADVISORY BOARDS AND COMMISSIONS VOLUNTEER APPLICATION

Submitted by Jeremy Terhune on 10/05/2014

Personal Information

Name: Jeremy Terhune
Date of Birth: 08/28/1986
Telephone: 386-385-8374
E-mail: jeremy.terhune@gmail.com
Business Telephone: 386-267-7500
Address: 664 Reillys Rd Port Orange, FL 32127
Are you a registered voter in Port Orange? Yes
City Council District: District 4
How long have you been a resident of Port Orange? 6 Years
Are you currently serving on a City Board? No
If yes, when and which board?

References

Reference 1: Greg Cardino, 9 Arkia At Lionspaw, Daytona Beach 32124, 386-405-2220
Reference 2: Christopher Norris, 640 N Amelia Ave, DeLand, FL 32724, (903) 216-3658
Reference 3: John Lamers, 1575 Palm Bay Rd., N.E.. Suite 110. Palm Bay, FL 32905, (321) 446-2598

Education

High School: Mainland High School
Date Graduated High School: 05/26/2004

College: Daytona State College/University of Central Florida
Date Graduated College: 08/26/2014
Degree: BA: Political Science

Work Experience

I have worked at Bright House Networks over the past 9 years both in customer facing and non-customer facing positions.

Interests/Activities

I am an avid cyclist, sailor, hiker, and outdoors man.

Community Involvement

I have volunteered in the past as a sailing instructor at HSA (Halifax Sailing Association) a non-profit organization which provides an outlet for adults and youths to learn to sail.

Why do you desire to serve on these boards?

I am interested in giving back to my community and I am looking for a chance to be able to make a difference in Port Orange.

Resume/Additional Information

Profile Highly skilled account representative with six years of client acquisition and supervision experience. Knowledgeable in a sales environment with an intangible service. Experienced communicator, team player, and self-starter. Education Daytona State College Associate of the Arts, A.A., 2011 University of Central Florida Political Science B.S, Minor in Mass Communication., Expected completion Summer 2014 Skills Communication Skilled in public speaking, building and maintaining rapport with clients, cold calling, seeking and closing new accounts, business-to-business presentations, and strong negotiation skills. Leadership Excel in time and project management, training new employees, self motivated and able to work autonomously or in a team environment Applications Addressable Networks, Access, Excel, Google Docs Suite, HTML, Outlook, Powerpoint, Publisher, SPSS, Word Work Experience 2013-Present Bright House Networks, Central Florida Account Executive II - Business Solutions Develop strategies to attract new business customers in Central Florida market. Speak on behalf of Bright House Business Solutions at community events, chamber meetings, and networking functions. Responsible for preparing contracts to be signed, presenting products, and closing sales. 2008-2013 Bright House Networks, Central Florida Direct Sales Representative Develop new strategies for customer outreach and acquisition Managed a successful direct mailing campaign responsible for 40% of my book of business Created and developed database capable of tracking sales trends, tallying commission sheets, preparing monthly department reports, and assembling bi-weekly payroll automatically 2007-2008 Bright House Networks, Central Florida Escalations and Claims Coordinator Responsible for researching and processing all damage claims, preparing paperwork for all claims paid, negotiating final resolution with customer, and documenting release of liability from clients Direct a team of two claims representatives, delegating tasks and projects, and meeting required deadlines Developed Access database used for generating all department reports, trends, and showing variance in contractor and in-house performance. Helped standardize escalation process and transition the Access database to a multi-user enterprise solution based around the original Access Database Awards 2011 Spring 2011

Team Player Award, Bright House Deanâ€™s List, Daytona State April 2010 Fall 2011 Employee of the Month,
Bright House Presidentâ€™s List, Daytona State

Selected Boards/Commissions

Environmental Advisory Board
Parks and Recreation Board
Planning Commission

Order of Preference

Planning Commission Parks and Recreation Board Environmental Advisory Board

Signature: Jeremy L Terhune

Date: 10/05/2014

Personal Information

Name: Brian Syford
Date of Birth: 12/10/1971
Telephone: 386-547-0949
E-mail: briansyford@yahoo.com
Business Telephone:
Address: 1118 Meditation Loop Port Orange, FL 32129
Are you a registered voter in Port Orange? Yes
City Council District: 2
How long have you been a resident of Port Orange? 35 years
Are you currently serving on a City Board? No
If yes, when and which board?

References

Reference 1: Jamie Barkley 386-523-3680
Reference 2: Steve Lebo 386-451-5500
Reference 3: Tony Tucci 386-566-8748

Education

High School: Spruce Creek High School
Date Graduated High School: 06/03/1989
College: Embry Riddle Aeronautical University
Date Graduated College: 05/04/1993
Degree: Aviation Business Administration

Work Experience

See Resume

Interests/Activities

Love all sports

Community Involvement

I've been a coach, played sports and also umpired in Port Orange for over 20 years.

Why do you desire to serve on these boards?

I have great passion for this community. I grew up in Port Orange and I feel like I have a lot to give back. Port Orange has been good to me and I would like to serve Port Orange and the citizens,

Resume/Additional Information

Brian Syford 1118 Meditation Loop • Port Orange, FL 32129 (386) 547-0949 briansyford@yahoo.com

EXPERIENCE High Octane Printing • South Daytona, FL
2014- Current General Manager • Responsible for the overall direction and daily operations of the business and its employees. • Increasing outside sales by more than 600% from the previous year, setting the highest historical sales record to date. • Reducing overall expenses and waste within the company by greater than 30% by accurately managing printing needs and in-house supplies. • Establishing and nurturing professional relationships within the community, resulting in significantly increased brand recognition. • Implementing and managing all marketing efforts for the business. • Creating partnerships with other local businesses in the effort to streamline efficiency and cost by working together. • Acting as the Chair to various Chamber Lead Groups, as the sole representative for the company. DME • Daytona Beach, FL Production Manager 2000-2014 • Managed and executed the daily workload for various departments, including, but not limited to: Shipping & Receiving, Warehouse, Letter shop, 4-Color Digital Laser, and Contract Labor. • Worked directly with sales department and clients to establish timelines for production needs, which resulted in successfully fulfilling the clients'™ expectations. • Significantly improved efficiency within the company by effectively managing labor based on the production needs. • Strategized with the Executive Leadership Team, as well as various departments, to ensure ongoing development within the organization. • Created and developed a Personal Development Program for employees in order to set individual goals and recognize their achievements within the organization, as well as reward their outstanding efforts. First Union Bank • Daytona Beach, FL Financial Advisor 1994-2000 • Established and developed relationships with clients for the purpose of increasing deposits, loan portfolios, and investments within the bank. • Provided clients with advice on financial matters, and made recommendations on ways to best utilize their money. • Achieved highest sales within region for two years in a row, 1997-1998. • Developed a business plan to achieve and exceed the required performance goals. EDUCATION Embry Riddle Aeronautical University, Daytona Beach, Florida 1992-1993 B.A. - Aviation Business Administration

Selected Boards/Commissions

Environmental Advisory Board
City Manager Selection Committee
Parks and Recreation Board
Planning Commission

Order of Preference

Signature:

Brian Syford

Date:

11/18/2015

CITY OF PORT ORANGE ADVISORY BOARDS AND COMMISSIONS

VOLUNTEER APPLICATIONS

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s)/Commission(s) for which you wish to apply. If applying for more than one Board/Commission, please number in the order of preference.

<u>3</u>	Environmental Advisory Board	<u>2</u>	Library Advisory Board
<u>1</u>	Construction Regulation Board*		Parks and Recreation Board
	Code Enforcement Board*		Planning Commission*
	Charter Review Board		City Manager Selection Committee
	Civil Service Board		Audit & Budget Advisory Board
	Districting Commission		Youth Advisory Board

CRA Boards

 Eastport Community Redevelopment Agency*
 Town Center Community Redevelopment Agency*

Pension Boards

 General Employees*
 Police*
 Fire*

ALL OF THE ABOVE ARE SUBJECT TO THE "SUNSHINE LAW"

MEMBERS OF THE BOARDS/COMMISSIONS WITH AN ASTERIK ARE REQUIRED TO FILE FINANCIAL DISCLOSURES WITHIN 30 DAYS OF DATE OF APPOINTMENT.

1. PERSONAL

Name Darrel C Botamy Date of Birth 2-16-44
Address 5761 White Acres Lane P.O. 32127
Home Telephone 386 682 4424
E-Mail Address DCBotamy@gmail.com
Business Telephone 386 745 7060

Are you a registered voter in Port Orange? ☒ Yes ☐ No

City Council District

How long have you been a resident of Port Orange? 4 months

Are you currently serving on a City Board? Yes S. Daytona

Have you ever served on a City Board? Yes S. Daytona & DB Shores

If yes, when and which Board? S. Daytona Currently
DB Shores - 1987-'91

2. REFERENCES – Please list three references (business and/or personal)

Dave Doolittle 386 547-0137 432 Countryside W
Name, address, and telephone number P.O. H

Daniel McHone 380 S. Atlantic Ave DB 256-4760
Name, address, and telephone number

Pastor Rob Hall
Name, address, and telephone number

3. EDUCATION

High School Suitland Md Date Graduated '62

College U of Md Date Graduated _____ Degree _____

4. WORK EXPERIENCE

37 years H.R. Block Mgmt
(20 years District Mgr, 15 years Regional Director
2 years Managing Director). Currently Assoc. Broker
With Coldwell Banker

5. INTERESTS/ACTIVITIES

Exercise, Reading,
Karate, gardening and eating

6. COMMUNITY INVOLVEMENT

Past: Little League Coach,
H Lopez School Board member - chaired
Finance Committee and F.L. V.P. Booster's Club

7. WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS?

Like to stay in touch and serve my
community

8. A resume or separate sheet with additional information should be included. N/A

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

[Signature]
Signature

7-23-14
Date

Note: If you have questions concerning the duties and responsibilities of any of the above Boards/Commissions, please contact the City Clerk's Office at 506-5563.

Return this form to:

Robin Fenwick, CMC, City Clerk,
1000 City Center Circle
Port Orange, Florida 32129

CITY OF PORT ORANGE ADVISORY BOARDS AND COMMISSIONS

VOLUNTEER APPLICATIONS

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s)/Commission(s) for which you wish to apply. If applying for more than one Board/Commission, please number in the order of preference.

☐ Environmental Advisory Board	☐ Library Advisory Board
☐ Construction Regulation Board*	☐ Parks and Recreation Board
<u>2</u> ☐ Code Enforcement Board*	<u>1X</u> ☐ Planning Commission*
☐ Charter Review Board	☐ City Manager Selection Committee
☐ Civil Service Board	☐ Audit & Budget Advisory Board
☐ Districting Commission	☐ Youth Advisory Board

CRA Boards

☐ Eastport Community Redevelopment Agency*
☐ Town Center Community Redevelopment Agency*

Pension Boards

3 ☐ General Employees*
☐ Police*
☐ Fire*

ALL OF THE ABOVE ARE SUBJECT TO THE "SUNSHINE LAW"

MEMBERS OF THE BOARDS/COMMISSIONS WITH AN ASTERIK ARE REQUIRED TO FILE FINANCIAL DISCLOSURES WITHIN 30 DAYS OF DATE OF APPOINTMENT.

1. PERSONAL

Name George B Chatley Date of Birth 11-11-33
Address 1641 Arca Palm Dr Port Orange FL 32128
Home Telephone 386-871-0490
E-Mail Address CHATGB@AOL.COM
Business Telephone Ret
Are you a registered voter in Port Orange? X Yes ☐ No
City Council District 3
How long have you been a resident of Port Orange? 1999
Are you currently serving on a City Board? NO
Have you ever served on a City Board? yes
If yes, when and which Board? 1999-2004

Planning Comm.
* General Employees Pension
Parks + Recreation

2. REFERENCES – Please list three references (business and/or personal)

Bob Willoughby
Name, address, and telephone number

2057 Crane Lakes Blvd Port Orange FL 32128
Name, address, and telephone number

allen Green Mayor Port Orange
Name, address, and telephone number

3. EDUCATION

High School Hamburg High Date Graduated 1951
College Buffalo State Date Graduated Degree

4. WORK EXPERIENCE

Met Life - 42 yr.

5. INTERESTS/ACTIVITIES

Church feeding homeless
H of C

6. COMMUNITY INVOLVEMENT

H.O.A. City meetings

7. WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS?

I think I can be helpful

8. A resume or separate sheet with additional information should be included.

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.


Signature

11-30-2015
Date

Note: If you have questions concerning the duties and responsibilities of any of the above Boards/Commissions, please contact the City Clerk's Office at 506-5563.

Return this form to:

Robin Fenwick, CMC, City Clerk,
1000 City Center Circle
Port Orange, Florida 32129



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/16/2016

Consent item: No

SUBJECT: Library Advisory Board Appointment

DEPARTMENT: City Clerk

GOAL:

OBJECTIVE:

RECOMMENDED MOTION: Move to appoint Danielle Elwood to the Library Advisory Board to serve a three (3) year term.

SUMMARY: There is a vacancy on the Library Advisory Board and the City Clerk has received one application for consideration. Danielle Elwood's application is attached for your review.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Danielle Elwood Application	Volunteer Application - Danielle Elwood_Redacted.pdf
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Robin Fenwick
M. Jake Johansson

Created/Initiated - 08/03/2016
Final Approval - 08/11/2016

From: donotreply@port-orange.org
To: [Fenwick, Robin](#)
Subject: Volunteer Application - Danielle Elwood
Date: Wednesday, August 03, 2016 9:18:58 AM



ADVISORY BOARDS AND COMMISSIONS VOLUNTEER APPLICATION

Submitted by Danielle Elwood on 08/03/2016

Personal Information

Name: Danielle Elwood

Date of Birth: 06/25/1985

Telephone: 386-316-8081

E-mail: DanielleAnnME@gmail.com

Business Telephone:

Address: 5337 Plantation Home Way Port Orange, FL. 32128

Are you a registered voter in Port Orange? Yes

City Council District: 2

How long have you been a resident of Port Orange? 3 years

Are you currently serving on a City Board? No

If yes, when and which board?

References

Reference 1: Newton White - 386-299-1685

Reference 2: Louis Michaud - 5308 Peach Blossom Blvd. Port Orange, 203-400-7648

Reference 3: Todd Traser - 386-212-5414

Education

High School: Stratford High School

Date Graduated High School:	06/10/2003
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College:	N/A
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Date Graduated College:	//
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Degree:

Work Experience

Professional Writer - 2009 - Current 3 Times Amazon Best Selling Author Personal Assistant - Alice Cooper - Adams Cameron & Co. Realtors - May 2015 - Current Full-Time Real Estate Agent Currently

Interests/Activities

Parenting, writing, photography, bicycling

Community Involvement

PTA involvement with my children's school. Outreach in the Independent Book Publishing Community

Why do you desire to serve on these boards?

I'm looking to get involved in politics on a local level in Port Orange. I've been a resident here for a little over three years and I would like to give back on a level that I can.

Resume/Additional Information

Selected Boards/Commissions

Library Advisory Board

[REDACTED]

Order of Preference

Signature:	Danielle A. Elwood
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Date:	08/03/2016
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REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
AUGUST 2, 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

Items pulled: #25 and #22 and #16-move up

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. Florida League of Cities Service Award for Mayor Allen Green

Florida League of Cities Representative presented Mayor Allen Green with recognition for his 30 years of service.

6. Recognition of Service - Chris Weir, Deputy Fire Chief/Fire Marshal

Mayor Green and Council Members thanked Chris Weir for his service to the community.

7. Report from KemperSports on Cypress Head Golf Course

Bob Duquette, General Manager, provided details from the written reports of May and June 2016. He thanked Dennis Pickavance for his more than 20 years of work at the golf course. Mayor Green read a Proclamation for Mr. Pickavance and Council thanked him for his work at the course.

PUBLIC HEARING

8. Second Reading - Ordinance No. 2016-10 - LDC Amendments/Chapters 2 and 17, Case No. 16-25000002

Mayor Green read Ordinance No. 2016-10.

ORDINANCE NO. 2016-10

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE LAND DEVELOPMENT CODE; AMENDING CHAPTER 2, SECTION 2 TO REVISE THE DEFINITION OF A MASTER DEVELOPMENT AGREEMENT (MDA); AMENDING CHAPTER 17, SECTION 29 TO ALLOW THE USE OF MDA IN THE PLANNED COMMUNITY-AGRICULTURE (PC-A) WORKPLACE ZONING DISTRICT AND OUTLINING THE PROCEDURE THEREFORE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2016-10 was made by Vice Mayor Bastian, and Seconded by Councilman Burnette.
Motion carried unanimously by roll call vote.

9. Second Reading - Ordinance No. 2016-12 - Code Enforcement Lien Reduction

Mayor Green read Ordinance No. 2016-12.

ORDINANCE NO. 2016-12

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 2, ARTICLE V, DIVISION 2, SECTION 2-214 OF THE CODE OF ORDINANCES RELATING TO CODE ENFORCEMENT

FINES, TO IMPOSE A CAP ON CODE ENFORCEMENT FINES; AMENDING DIVISION 3, TO CREATE A LIEN REDUCTION PROCEDURE; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2016-12 was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by roll call vote.

10. Second Reading - Ordinance No. 2016-13 - Utilize Non Ad Valorem Assessments

Mayor Green read Ordinance No. 2016-13.

ORDINANCE NO. 2016-13

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA RELATING TO ARTICLE V, STORMWATER UTILITY; RESTATING AND AMENDING DEFINITIONS; ESTABLISHMENT OF THE STORMWATER DRAINAGE UTILITY, DUTIES, IMPERVIOUS SURFACE CALCULATION, APPEAL OF IMPERVIOUS SURFACE CALCULATION, UTILITY FEE, STORMWATER MANAGEMENT FUND AND FEE COLLECTION; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2016-13 was made by Vice Mayor Bastian, and Seconded by Councilman Burnette. Motion carried unanimously by roll call vote.

BOARD APPOINTMENTS, INTERVIEWS, REPORTS

11. Parks & Recreation Advisory Board Report

Jack Wiles, Chairman, provided a report of the most recent Parks & Recreation Advisory Board meeting. Mayor Green asked that the people involved in the Coraci field bleachers be recognized appropriately. Council agreed to a joint workshop. Mr. Johansson said the tentative schedule for the joint workshop is October 25, 2016.

12. Youth Advisory Board Appointments

Chase & Chad Mallard introduced themselves to Council.

Motion to appoint Chase & Chad Mallard to the Youth Advisory Board was made by Councilman Ford, and Seconded by Vice Mayor Bastian. Motion carried unanimously by voice vote.

13. Environmental Advisory Board Report

Newton White, Vice Chair, provided a report of the most recent Environmental Advisory Board meeting. Councilman Ford would like the Board to provide suggestions to the Council relating to preservation of the island near Seabird Island.

CITIZEN PARTICIPATION (Agenda)

14. Request for Fee Waivers from Spruce Creek and Atlantic High Schools

Mike Randow, Spruce Creek High School Athletic Director, and Matt Dixon, Atlantic High School Athletic Director, requested a fee waiver for all Varsity Football games through a partnership with the City. They are exploring some other volunteer opportunities throughout the City.

Council thanked both schools for their service to the community and supported the partnership.

Motion to approve the fee waiver was made by Vice Mayor Bastian, and Seconded Councilman Ford. Motion carried unanimously by roll call vote.

CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

Edith Shelley, Halifax Health, acknowledged Port Orange Publix for the #1 in money raised for the March of Dimes.

Ted Nofall, citizen, addressed Council regarding the use of the City's Seal by Councilman Burnette on campaign flyers.

Mark Schaefer, citizen, also addressed the use of the City's Seal by candidates without approval. He spoke regarding the motion made in 2014 allowing the usage by qualified candidates. He addressed campaign finance reporting if the seal usage is authorized.

COUNCIL COMMENTS

15. Comments/Concerns from Council Members

Councilman Ford asked for a report from the City Manager on the lakes and whether tweaks are needed to fill the water needs of the residents. Mr. Johansson said there is a meeting scheduled next week to discuss water issues with the St. Johns Water Management District.

TABLED ITEMS

16. Extension of Contract Services for Bid 11-08 Collection and Disposal of Solid Waste, Yard Waste and Recyclable Materials with Waste Pro of Florida, Inc.
(Tabled on July 19, 2016)

Motion to remove the item from the table
was made by Councilman Stiltner, and
Seconded by Vice Mayor Bastian.
Motion carried unanimously by voice
vote.

Jim Morris, Attorney for Waste Pro, advised Council that his client is requesting an extension of the contract based on better service as of late due to changes made by Waste Pro Staff to meet the contract and needs of the City.

Council asked for the quality of service to remain high and Waste Pro Staff to remain on high alert to the needs of the residents.

Motion to approve the item subject to
the Franchise Ordinance as required
was made by Vice Mayor Bastian, and
Seconded by Councilman Stiltner.
Motion carried unanimously by roll call
vote.

CONSENT AGENDA

17. Approval of Minutes
a. July 18, 2016 - Budget Workshop
b. July 19, 2016 - Regular City Council Meeting

18. Bid Awards and Contract Items
a. Second Amendment to the Interlocal Agreement for Fire Rescue Mutual Aid within Volusia County.

b. Fourth Amendment to agreement between the City of Port Orange and the County of Volusia regarding the provision of fire suppression services to a certain area

c. Final Deductive Change Order No. 4 to the A.G. Pifer Construction Co. Inc. contract for Riverwalk Park Phase 1A

19. Resolution No. 16-13 - Authorizing the process for the sale of City-owned real estate

20. Riverwalk Phase 1B

a. Resolution No. 16-39 - Budget Appropriations for Riverwalk Phase 1B

*Also providing additional funding for renovations to the Old Police Department

*(Using funds from the sale of land at 3875 Yorktowne Blvd.)

b. Award of ITB #16-17 Riverwalk Park Phase 1B

21. Resolution No. 16-40 - Budget Appropriation for Misc. Items

*Veteran's Park Donations in General Fund 001

*Overtime and Payouts in Building Special Revenue Fund 109

*Walmart Foundation Grant for Crime Prevention in Police Benefit Trust Fund 606

22. Approval of the FY2016-2020 CDBG Five Year Consolidated Plan & FY2016 Annual Action Plan

23. Walmart Foundation Community Grant

24. Proposed License Agreement – Lot 1, Riverwood Phase V-C Subdivision; 6204 Ranier Circle

25. Proposed License Agreement – Lot 280, Town Park P.U.D. - Phase 3 Subdivision; 4248 Mayfair Lane

26. Approval of Dower Settlement

27. Approval of Lease Termination Agreement and Authorize Sale - Condo Unit E-105 Arman Medical Center

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

Item #22 - Approval of the FY2016-2020 CDBG Five Year Consolidated Plan & FY2016 Annual Action Plan

Robert Reinhalen, 1425 Dexter Drive N., addressed Council regarding page 30-31 of the CDBG Plan specifically code issues inside of homes in the CDBG area. He believes the City should implement outreach efforts as outlined in the report.

Kent Donahue, Grants Coordinator/PIO, explained the way the projects are chosen. Kimberly Spence, HUD Representative, said she worked with City Staff to address the needs that fit in the City's budget.

Councilman Ford asked that the City Manager contact the county to discuss projects through the SHIP program to address the issues Mr. Reinhalen mentioned.

Councilman Burnette understands the report and the priorities.

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

Item #25 - Proposed License Agreement – Lot 280, Town Park P.U.D. - Phase 3
Subdivision; 4248 Mayfair Lane

Ms. Roberts explained some minor changes to the License Agreement.

Dave French, citizen, addressed Council regarding the By-Laws of Town Park HOA.

David Gladwin, property owner, explained his request for a License Agreement.

Motion to approve as amended was
made by Vice Mayor Bastian, and
Seconded by Councilman Burnette.
Motion carried 4-1 by roll call vote with
Mayor Green voting no.

REGULAR AGENDA

28. Resolution No. 16-41 - Adopt the FY17 -FY22 Capital Improvement Plan
(CIP) in Concept

Mayor Green read Resolution No. 16-41.

RESOLUTION NO. 16-41

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT
ORANGE, VOLUSIA COUNTY, FLORIDA, ADOPTING A SIX YEAR
CAPITAL IMPROVEMENT PROGRAM FOR THE CITY OF PORT
ORANGE FOR FY 2017-FY 2022; AND PROVIDING AN
EFFECTIVE DATE.

Motion to adopt Resolution No. 16-41
was made by Vice Mayor Bastian, and
Seconded by Councilman Ford.

Councilman Burnette asked if the Bruner Road project is included or if it can be added.
Mr. Johansson said it may be in this year's budget. He will check into it.

Motion carried unanimously by roll call vote.

29. Establish Proposed Maximum Millage & Hearing Dates for FY17 Budget

Motion to establish the proposed maximum millage rate at 4.3189 mills, which is 4% above the rollback rate of 4.1528, was made by Councilman Ford, and Seconded by Councilman Burnette.

Mayor Green asked what is going to be reduced or cut from the budget to accomplish that rate. Councilman Stiltner agreed; he wants to know what the impacts will be and what Council will be giving up. Mr. Johansson said the maximum rate needs to be set by August 4, 2016.

Tracey Riehm, Finance Director, said a reduction in the budget would be needed in the amount of \$551,491. Mr. Johansson does not know at this time what would be cut.

Councilman Stiltner asked Councilman Ford what he wants to cut so he knows what he's getting and not getting in the budget. Councilman Ford would like to discuss that at the budget workshop.

Vice Mayor Bastian believes the City Council has reduced the millage rate for the past five years and believes another reduction will set the City up for trouble in the future. Public Safety issues are needed now.

Councilman Stiltner asked if the efficiencies will change the millage rate being proposed tonight. Mr. Johansson advised that some of the items discussed in Shade Meetings with Council can be removed and reduce the budget by approximately \$283,000. Grant monies can be used for the homelessness initiative. He has also heard from Council tonight about not using consultants; which will save some money included in the proposed budget. He asked Council to consider approving the maximum millage rate as proposed and Staff will continue to reduce the expenditures.

Mr. Nofall expressed concerns with the Council's spending all year long. He asked if any cuts were included in the budget from last year's budget. He encouraged Council to approve the roll back rate for the millage rate.

Motion failed 2-3 by roll call vote with Councilman Stiltner, Vice Mayor Bastian, and Mayor Green voting no.

Motion to establish the proposed maximum millage rate at 4.5288 mills, which is 9.05% above the rollback rate

of 4.1528, was made by Vice Mayor Bastian, and Seconded by Councilman Stiltner. Motion carried 3-2 by roll call vote with Councilmen Ford and Burnette voting no.

Motion to establish the 2016 General Obligation Bond millage at 0.341 mills and to set the public hearing dates for the tentative millage rate and the tentative budget on Tuesday, September 6, 2016, and the final millage rate and final budget on Tuesday, September 20, 2016 both at 6:30 p.m. in the City Council Chambers located at Port Orange City Hall was made by Vice Mayor Bastian, and Seconded by Councilman Stiltner. Motion carried 3-2 by roll call vote with Councilmen Ford and Burnette voting no.

30. Discussion on Urban Chickens

Mr. Johansson explained the previous research and said a pilot program could work in the City.

Carol Banning, addressed Council regarding the need for allowing urban chickens. She asked Council to approve a pilot program.

Mr. Nofall encouraged Council to vote on the request for a program.

Motion to approve an ordinance similar to the Deltona ordinance for up to five (5) hens was made by Councilman Ford, and Seconded by Vice Mayor Bastian.

Councilman Burnette would like a pilot program to gather data.

Councilman Stiltner asked if an HOA can override this ordinance. Ms. Roberts said it can be included in their HOA documents.

Motion to amend the motion to approve a pilot program for 24 months in length and no more than 30 households was

made by Councilman Burnette,
Seconded by Vice Mayor Bastian.
Motion carried 3-2 by roll call vote with
Councilman Stiltner and Mayor Green
voting no.

Amended Motion carried 3-2 by roll call
vote with Councilman Stiltner and Mayor
Green voting no.

31. Riverwalk Discussion and Council Direction for Economic Incentive Agreement

Ms. Roberts asked Council for direction and input regarding revisions to the Economic Incentive Agreement of the City's draft. Councilman Stiltner will be meeting with the City Manager to discuss his questions and concerns. Councilman Burnette asked if the Economic Incentive Agreements will be available for all developers. Ms. Roberts said yes, but in the future via a resolution of Council. Councilman Ford is happy with the agreement as presented. He doesn't want to see any more concessions.

Ms. Roberts asked Council to consider the request from the developer regarding the \$5.7 million bonded debt and the term of the debt. The debt is set to mature in 2036. The developer has requested a modification in the event the City refunds or replaces the debt. The City reserves the right to refund and replace the bond in the best interest of the City and its citizens. The developer has requested Council consider limiting the debt to not more than \$5.7 million and nothing longer than 2036. Council is not interested in extending the length of the debt.

Council said no as to the Chapter 20 incentives as set forth in the request by the developer.

Ms. Roberts asked Council if they want to make changes based on the developer's draft or move forward with the City's draft. Council is happy with the City's draft.

Mr. Wiles addressed Council regarding TIF incentives being approved by Council for all property owners in the CRA.

Mr. Nofall asked when the discussion regarding the whole Riverwalk project will take place. Mr. Johansson said a Council Special Meeting/Workshop is scheduled for August 11, 2016 at 5:00 p.m. in Council Chambers.

COMMENTS

32. City Attorney Comments

Ms. Roberts addressed Mr. Noftall's concern regarding the usage of the City's Seal by a current candidate. She believed the ordinance needed to be updated in January 2016 when another candidate used the City Seal because of the approval by Council in 2014 allowing "qualified candidates" to use the seal. Staff is set to bring the ordinance change to Council after the 2016 election. She asked Council to determine if the usage of the seal has a value and what that value may be. She advised that the Treasurer's Reports need to be filed by August 10, 2016 so a decision needs to be made prior to that so candidates can report it properly.

Councilman Burnette apologized for using the City Logo. It was an oversight and he will not be using it in the future. He will pay the amount as approved by Council.

Sarah Jones, citizen, is concerned that the City Attorney made a recommendation without reviewing the case law. She believes it should be tabled.

Mr. Noftall said the State Statute requires expressed approval. He believes legal advice should have been given in April 2015.

Ms. Roberts prefers to review case law but wasn't afforded the opportunity as this was brought up during Citizen Participation. Further discussion will be held at a later meeting after the City Attorney has researched case law on the topic. The City Attorney will be prepared to discuss it on August 9, 2016.

33. City Manager Comments

Mr. Johansson advised Council that he will be moving a lieutenant to Chris Weir's position for approximately six days. He also advised that the No Trespassing signs can be removed and allow Bonk's Landing to be used by residents. He can also deed the property to St. Johns Water Management District while still keeping the outfall and easement so that liability is transferred to the SJWMD. Council agreed.

COUNCIL COMMITTEE REPORTS

34. City Council Committee Reports

- a. General Employees' Pension Plan – Councilman Stiltner reported that June was a flat month but the plan has maintained 7.37% positive yield so far.
- b. YMCA – Councilman Stiltner reported on upcoming events.
- c. River to Sea TPO – There was no meeting in July.

ADJOURNMENT: 9:22 p.m.

Mayor Allen Green

Attest:

Regular City Council Meeting

August 2, 2016

Page **12** of **12**

Robin Fenwick, CMC

City Clerk

PORT ORANGE CITY COUNCIL
WORKSHOP MINUTES
COUNCIL CHAMBERS
1000 CITY CENTER CIRCLE
AUGUST 9, 2016

THE CITY COUNCIL SPECIAL MEETING/WORKSHOP of the City of Port Orange was called to order by Mayor 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 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. Financial Report - June 2016

Tracey Riehm, Finance Director, provided details from the written financial report for the month of June 2016.

Councilman Ford asked if the golf course is going to need additional subsidies. Ms. Riehm said yes, it was budgeted as a need because of the renovations.

6. Budget Workshop- Proprietary and Other Funds

Ms. Riehm introduced Vita Paltridge, Consultant from Burton and Associates to discuss the 2015 Financial Condition Assessment and the revenue projections based on new rate structures. This year they were asked to update the study with a full year of data. They did not find a need to increase the rates in FY 2017 but still recommend a 2% increase in FY 2018 and FY 2019.

Ted Nofall, citizen, recalled a need for a 5% increase each year during the report given last year. Ms. Paltridge advised that their recommendation last year was a 2.75%

increase for each year FY 2018 and FY 2019, which is down to 2% because of projects being pushed further into the future.

Mr. Johansson will discuss the future plans with management in the Public Utilities Department to decide how to move forward.

Mark Schaeffer, citizen, asked for a list of the capital improvements with consultant reports showing what was done over the past 10 months. Mr. Johansson said no, not a list as requested but there are public records that can be provided. He asked Mr. Schaeffer to get with the City Clerk so the request is clear. He agreed.

Ms. Riehm presented information from the FY17 budget regarding proprietary and other funds.

Councilman Burnette supports the additional customer service hours but would like to know why a Plant Maintenance Electrician and Lab Technician are needed. Mr. Johansson said maintenance and proactively addressing issues are not happening now. Savings in other areas in Public Utilities are helping to cover the costs. Rick Wilson, Interim Public Utilities Director, said the grease traps are not getting inspected. They are looking for a fourth person to complete that duty.

Councilman Ford looks forward to seeing the bottom line decrease with the investments being made in this budget.

Ms. Riehm discussed the status of the drainage fund and answered general questions from Council, as well as the reclassification requests and additional equipment needed.

The fund for the golf course was discussed in detail. Councilman Ford expressed concerns regarding reductions in the budget for grounds maintenance. Ms. Riehm discussed the options she has addressed with management at the course. Bob Duquette, General Manager of Cypress Head Golf Course, is focused on improving customer service levels and grounds maintenance.

Ms. Riehm recapped the new positions and other changes to personnel as proposed in the new budgets. Mr. Johansson advised Council that the General Fund budget will be discussed in detail on August 23, 2016 at a Council Workshop.

Mr. Nofall doesn't believe the presentation made sense. He asked why a shade meeting is being held regarding the budget. Mr. Johansson advised that the shade meeting is to discuss labor negotiations only.

Margaret Roberts, City Attorney, provided Council with a report on the use of the City Seal/Logo. There is no action required of Council at this time. It can be scheduled at a later date if Council so wishes. Mr. Johansson asked Council to let him know if they need any further information or discussion.

City Council Workshop

August 9, 2016

Page **3** of **3**

John Cameron, citizen, addressed Council regarding the budget requests for the Parks and Recreation Department. They need more people to make it work as Council and the citizens expect.

ADJOURNMENT – 8:30 p.m.

Mayor Allen Green

Attest:

Robin Fenwick, City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/16/2016

Consent item: Yes

SUBJECT: Authorization of up to \$1,430,000 in Encumbrance for Landfill Tipping Fees in FY2017

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 authorization of up to \$1,430,000.00 in expenditure to Volusia County (Tomoka) landfill tipping fees for solid waste disposal subject to approval of the fiscal year 2017 Solid Waste Fund operating budget, and authorize the Mayor and City Clerk to execute contract documents as necessary.

SUMMARY: The City is responsible for the payment of all tipping fees to Volusia County (Tomoka) landfill for the disposal of solid waste collected by the City's contracted waste hauler, Waste Pro of Florida, Inc.. In addition, the City's contract with Waste Pro requires the use of the Volusia County landfill as it is the only local landfill licensed by the federal Department of Environmental Protection.

The current purchase order to Volusia County landfill expires September 30, 2016. Therefore, authorization is requested to encumber \$1,430,000.00 in tipping fees to Volusia County (Tomoka) landfill for the disposal of solid waste collected by Waste Pro of Florida, Inc. for the fiscal year 2017, subject and subsequent to the approval of the fiscal year 2017 budget.

Project No.: None Funding Account No.: 41061005343411

ATTACHMENTS:

1.	Volusia County Resolution Landfill Disposal Rates	County Resolution 2003 57 DISPOSAL RATES FOR LANDFILL.pdf
2.	Section 10, Bid 11-08 Collection and Disposal of Solid Waste	Copy, Section 10, Bid 11-08 Collection and Disposal of Solid Waste.docx
3.	EXECUTED Single Source Documentation Vol County (Tomoka) Landfill	EXECUTED Sole Source Documentation 2016 to 2017.pdf

Kynah Cockcroft	Created/Initiated - 07/06/2016
Alyssa Walker	Approved - 07/06/2016
Mike Silvey	Approved - 07/21/2016
Branford Adumuah	Approved - 07/21/2016
Diana Fye	Approved - 07/21/2016
Tracey Riehm	Approved - 07/22/2016
Margaret Roberts	Approved - 08/12/2016
M. Jake Johansson	Approved - 08/12/2016
Robin Fenwick	Final Approval - 08/12/2016

RESOLUTION NO. 2003- 57

A RESOLUTION OF THE COUNTY COUNCIL OF VOLUSIA COUNTY, FLORIDA, PURSUANT TO VOLUSIA COUNTY CODE SECTIONS 226-36(4) AND 226-41, PROVIDING FOR THE LANDFILL DISPOSAL FEE SCHEDULE, AND PROVIDING FOR CUSTOMER CHARGE ACCOUNTS; REPEALING RESOLUTION NO. 2001-164; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE COUNTY COUNCIL OF VOLUSIA COUNTY, FLORIDA IN OPEN MEETING DULY ASSEMBLED IN THE COUNTY COUNCIL CHAMBERS AT THE THOMAS C. KELLY ADMINISTRATION CENTER, 123 WEST INDIANA AVENUE, DELAND, FLORIDA THIS 10TH DAY OF April, 2003, A.D., AS FOLLOWS:

SECTION I: The new landfill disposal fees are hereby adopted as follows:

FLAT RATES

Non-Commercial

Vehicles: Cars	\$ 4.00
Pick-ups, Vans & Trailers	\$ 8.00
<i>Vehicles over 2.5 cu yd capacity to be charged by weight</i>	

Residential/Commercial

Tare Rates	\$ 5.00/each
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WASTE RATES (Charged by Weight)

Class I - Garbage	\$ 34.00/ton (effective 10/01/02)
Class III - Construction & Demolition	\$ 28.00/ton
Yard Trash and Land Clearing	\$ 23.00/ton
Clean Debris - Recyclable	\$ 13.00/ton
Tires (vehicle)	\$100.00/ton
Tires (oversized)	\$160.00/ton
Asbestos	\$200.00/ton

Special Waste

Solid Waste Director to Determine As Needed,
minimum twice waste class established rate

Notes:

1. Out of County, mixed loads, loads received after or before normal operation hours, and unsecured loads shall be charged double the established rates.
2. Oversized tires are defined by tire recycling contract as 11R25.5 or larger, or as determined by director.
3. Minimum rate of \$4.00/transaction

SECTION II: Charge Accounts

Volusia County shall render to each customer with an established charge account a monthly invoice for disposal service used during the previous month. Payment in full by the customer is due within twenty-five (25) calendar days after billing date. Payments not received by the twenty-fifth calendar day after the billing date shall be declared delinquent and the customer assessed an interest charge. The interest charge shall be assessed at a rate of one and one-half percent (1½%) per month of the unpaid balance or the maximum amount permitted by law. Failure to pay an account within forty-five (45) calendar days after billing may result in any or all of the following:

- (1) Discontinuance of the charge account.
- (2) Future use of the landfill or transfer station on a cash basis only.
- (3) A default under any Volusia County franchise contract that requires payment of fees at the transfer station or landfill; or,
- (4) Denial of the use of the landfill or transfer station until the account is paid in full.

SECTION III: Resolution Nos. 2001-164 is hereby repealed.

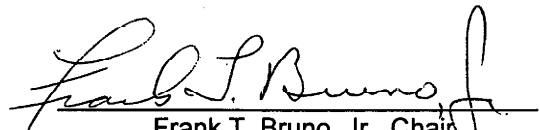
SECTION IV: This Resolution shall become effective April 10, 2003.

DONE AND ORDERED IN OPEN MEETING.

ATTEST:

COUNTY COUNCIL
COUNTY OF VOLUSIA, FLORIDA


Cynthia Coto, County Manager


Frank T. Bruno, Jr., Chair

SECTION 10 – DISPOSAL OF REFUSE The City will be responsible for disposal fees charged by Volusia County (landfill). The bidder is responsible for disposing all collected waste in accordance with state and federal statutes and/or regulations and agrees to accept all liability for any remedial activities or fines which may arise from the unlawful disposal of waste. All landfill tickets are due in the Contract Administrator's office by 10:00 a.m. the following day. All refuse, except recycling, must be deposited at Volusia County landfill on Tomoka Farms Road. The bidder shall deliver all recyclable materials to Gel Corp., 1990 Tomoka Farms Road, Daytona Beach. All recycle tickets are due in the Contract Administrator's office by 10:00 a.m. the following day. Gel Corp will remit all proceeds from sale of recyclable materials directly to the City of Port Orange.



SINGLE/SOLE SOURCE JUSTIFICATION

(Waiver of Competitive Quotes / Bids)

DATE: 06/20/201

Selected Vendor: Tomoka Landfill (Volusia County) Vendor # in Naviline: 251319
Vendor E-Mail: Imarion@volusia.org (Leonard Marion, Director)
Amount requested for current fiscal year expenditure with above Vendor: \$ 1,430,000.00
Department: Public Works Fiscal Year: 2017
City Contact Name: Michael Silvey Phone Ext: _____
Brief Description of Purchase: Only FDEP licensed landfill in area.

(Section I) SOURCE JUSTIFICATION – Check boxes as appropriate:

Part A Award to SINGLE SOURCE. (Check one) * Attach a departmental memorandum (Justification of Request)

- ☐ Service Agreements and/or repair services/parts unavailable from any other source except original equipment manufacturer or their designated servicing dealer.
* Attach manufacturer's written certification that item is OEM.
* Attach the manufacturer's (not distributor's) written certification that no other distributor exists.
- ☐ Compatibility of equipment or supplies required. List equipment with which purchase will be used:
Model # _____ Serial # _____ Manufacturer _____
- ☐ Upgrade to existing software. Available only from the producer of this software who sells on direct basis only.
A. Attach the producer's written certification stating sold on direct basis only and no other distributor exists.
- ☐ Used or demonstration equipment available at a lower-than-new cost. (Provide copy of quote showing used vs. new pricing.)
- ☒ Other. (Explain in Section II)

Part B Award to SOLE SOURCE. (Check box below) * Attach a departmental memorandum (Justification of Request)

- ☐ Patent, copyright or unique design restrictions *Attach verification from Manufacturer*
- ☐ Proprietary rights in technical data and/or product formulations (e.g. cleaning compounds, lubricating oils, paint, etc.) which can only be determined through extensive laboratory analysis and examination *Attach verification from Manufacturer*
- ☐ Only producer, such as utility supplier or construction material supplier, that will meet the specialized needs of the department or perform the intended function *Attach verification from Manufacturer*
- ☐ Only known source in the market. (Explain in Section II technical or other reasons why similar or like items are not available.)

(Section II) **EXPLANATION.** (Use additional sheet if needed)

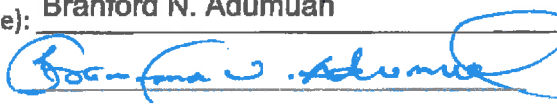
Tomoka Landfill (Volusia County) is the only landfill licensed in area by
Federal Department of Environmental Protection and it is the sole vendor
specified for use for solid waste disposal under the City's contract with Waste Pro.

(Section III) **AUTHORIZATION/APPROVALS**

DEPARTMENT APPROVAL:

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the service or material described in this single/sole source justification be authorized as single/sole source for the service or material. **Purchasing approval required prior to submitting for City Manager approval.**

Department Head Approval (Print Name): Branford N. Adumuah

Department Head Approval Signature: 

Date: 6/24/16

Software or hardware purchases only:

IT Approval (Print Name): N/A

IT Approval Signature: _____

Date: _____

PURCHASING APPROVAL:

Single/Sole source requests shall be posted on Quote Wire for seven (7) business days by Purchasing. Prospective vendors shall provide information regarding their ability to supply the commodities or contractual services described. If no complaints or protests are received from vendors after seven days of posting, the single/sole source shall be deemed a valid request. (Result of Quote Wire post attached.) **Purchasing Manager approval required prior to submitting for City Manager approval.**

Quote Wire #: MN16-34

Date Posted: 6-29-16

Complaints/Protest - Yes ☐ No ☒

Posted by (Print Name): Mick Owens

Date Reviewed: 7-8-16

Purchasing Manager Approval Signature: 

Date: 7/8/16

Diana M. Fye, Purchasing Manager

CITY MANAGER APPROVAL:

City Manager Approval: _____

M.H. Johansson, City Manager

Date: _____



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Quote Details

Quote Number	MN16-34
Quote Name	Landfill/Tipping for city waste
Broadcast Date	6/29/2016 1:42:01 PM Eastern
Date Due	7/8/2016 1:00:00 PM Eastern
Delivery Requirements	None specified
Shipping Notes	None specified
Additional Specifications	I looking for landfill in Volusia County that is licensed by the Federal Department of Environmental Protection for city waste tipping.
Insurance & Additional Requirements	The Contractor shall maintain insurance during the life of this agreement and the City of Port Orange must 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 by A.M. Best's rating.
Terms & Conditions	Net 30 upon receipt and approval.
Status Notes	
Broadcast List Filtered	No
Commodity Codes	View
Documents	View

Suppliers

Line Items

0 Supplier(s) found.

Response Status: Submitted Quote

Supplier	City	Attributes	Programs	Response Status	Quote Total	Delivery (days ARO)	Complete / Partial	Actions
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Subtotals will be rounded up to the nearest cent

[<< Return](#)

1/1/2020 Single/Sole Source Requests - Item I.4. [← BACK TO AGENDA](#)

Item Details

[SAVE](#) [RESET APPROVALS](#) [UNLOCK](#) [...](#)

Request Name:
[Edit/Versions\(1\)](#)

Tomoka Landfill Single Source Request

Short Name:

Tomoka Landfill Single Source Request

Item Status:

New

Item Finalized:

Approved

Agenda Name:

Single/Sole Source Requests

Item ID:

2016-3126

Outline No.:

I.4.

Cutoff Date:

1/1/2020 5:00 AM

Event Date/Time:

1/1/2020 5:00 AM

Created: 7/8/2016 4:33:45 PM

[Details](#) [Fiscal](#) [Attachments \(1\)](#) [Comments \(1\)](#) [Approvals \(5\)](#) [Tasks](#) [Item Reports](#)

[EDIT ORDER](#) [+ ADD APPROVALS](#)

Delete	Routing Status	Assigned To	Arrived On	Approved By	Approved On	Days Assigned
	Created/Initiated	Diana Fye	7/8/2016 4:40:58 PM			
	Approved	Branford Adumuah	7/8/2016 4:40:58 PM	Branford Adumuah	7/11/2016 9:16:31 AM	2
	Approved	Diana Fye	7/11/2016 9:16:31 AM	Diana Fye	7/11/2016 9:50:31 AM	0
	Approved	M. Jake Johansson	7/11/2016 9:50:31 AM	M. Jake Johansson	7/11/2016 11:13:30 AM	0
	Final Approval	Robin Fenwick	7/11/2016 11:13:30 AM	Robin Fenwick		0



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/16/2016

Consent item: Yes

SUBJECT: Intent to Award RFP 16-21 Customer Portal Alerting System for Water Utilities to American Conservation & Billing Solutions, Inc. (AmCoBi)

DEPARTMENT: Public Utilities

GOAL: N/A

OBJECTIVE: N/A

RECOMMENDED MOTION: Move to approve the Award of RFP 16-21 Customer Portal Alerting System for Water Utilities to American Conservation & Billing Solutions, Inc. (AmCoBi) The initial three (3) year term of the contract will be for an amount not to exceed \$159,800.00; and to authorize the Mayor and City Clerk to execute all required contract documents subject to approval of the final contract documents by the City Attorney.

SUMMARY:

One June 10, 2016 the Purchasing Division received three (3) proposal submittals for RFP 16-21, Customer Portal Alerting System for Water Utilities.

The purpose of this request was to solicit proposals from qualified vendors for the development of a web-based portal for accessing water consumption and water account data. The City's objective is to provide user friendly tool that the agency and water customers can use to do the following:

- Access real-time data to enhance awareness of water use
- Receive timely notifications of potential leaks or unusually high/low usage
- Compare ongoing use with a specified baseline as needed during periods of mandatory use restrictions.

In addition to providing access to real time data, the software provides water customers with personalized monthly reports in an easy to understand electronic format.

The Evaluation Committee met on June 15, 2016, the ranking was as follows:

- 1 – American Conservation & Billing Solutions, Inc.
- 2 – WaterSmart Software
- 3 – Sensus USA Inc.

The contract initial term is for three (3) years. The first year cost will include a onetime setup fee of \$39,000 and CMEP Report Fee of \$2,000. There will be a monthly fee of \$3,300 (\$39,600 annual). The first year will be for an amount not to exceed \$80,600.00. This amount has been requested in the Public Utilities FY17 Operating Budget. The remaining term of this contract and any renewals will be for an annual amount not to exceed \$39,600.00. This contract will be contingent upon the approval of the FY2017 Public Utilities Operating Budget.

Project No.: none
none

Funding Account No.: 401 0500 536 3414
401 0500 536 4902

ATTACHMENTS:

1.	Standard Contract for Services	American Conservation and Billing Solutions Inc Standard Contract for Services with City of Port Ora.pdf
2.	RFP 16-21 - AmCoBi Submission	RFP 16-21 AmCoBi - AquaHawk submission.pdf
3.	RFP 16-21 Intent to Award	RFP 16-21 Intent to Award.pdf
4.	RFP 16-21 Tabulation Sheet	RFP 16-21 Tabulation Sheet (06.10.16).pdf
5.	RFP 16-21 Evaluation Tab	RFP 16-21 Evaluation Tab with ROA (06.20.16).pdf
6.	Vendor Packet	Vendor Packet - AmCons & Billing Sol.pdf

Liz Anderson	Created/Initiated - 07/05/2016
Julia Wiggins	Approved - 07/06/2016
Rick Wilson	Approved - 07/06/2016
Diana Fye	Approved - 07/06/2016
Tracey Riehm	Approved - 07/13/2016
Margaret Roberts	Approved - 08/12/2016
M. Jake Johansson	Approved - 08/12/2016
Robin Fenwick	Final Approval - 08/12/2016



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 **AMERICAN CONSERVATION AND BILLING, INC.** ("Contractor"), a Colorado corporation, whose principal address is 14375 Straight Path Lane, Larkspur, Colorado 80118 (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 a web-based portal for accessing water consumption and water account data, as further described in Request for Proposal ("RFP") No. 16-21 Customer Portal Alerting System for Water Utilities, and American Conservation and Billing, Inc. Cost/Fee Proposal, attached hereto as Exhibit "1." A copy of RFP No. 16-21 and American Conservation and Billing, Inc. Proposal are available in the Office of the City Clerk, City Hall, 1000 City Center, Port Orange, Florida 32129
- (b) The time, manner and place for performance of such services shall be:

Term: The term of this Contract shall commence on October 1, 2016 and continue until September 30, 2019 (the "Initial Term").

Renewals. This contract may be renewed at the end of the Initial Term for two (2) additional one (1) year term(s) upon written agreement of the Parties.

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. Contractor shall cause goods to be delivered to the City in the most expedient, cost effective manner.

Time and Essence: Contractor acknowledges that time is of the essence for the performance of 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 and services from Contractor under this Contract shall be in the form of a written Purchase Order(s) issued and executed by the City. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1," subject to a limit up to but not to exceed Forty-Four Thousand, Three Hundred and 00/100 Dollars (\$44,300.00) for the initial term of the 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.

3. Contract Administration. The Interim Public Utilities Director, Rick Wilson, shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

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

5. Termination for Convenience of the City

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

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

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

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

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

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

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

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

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

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 20 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.

8. Examination of Records

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

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

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

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

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

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

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.

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

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.10, 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

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>	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 — Builders 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	

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

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: Rick Wilson, Interim Public Utilities Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5750

Contractor: American Conservation and Billing Solutions, Inc.
Attention: M. Bobby Lee, President
14375 Straight Path Lane
Larkspur, Colorado 80118
(877) 410-0167 – business
Bobby@AmCoBi.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:

AMERICAN CONSERVATION AND BILLING SOLUTIONS, INC.

By: _____

M. Bobby Lee, President

Printed Name: _____

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 COLORADO

COUNTY OF DOUGLAS

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by M. Bobby Lee, as President of American Conservation and Billing Solutions, Inc., a Colorado corporation, and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of Colorado

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:

[CA 5375]



EXHIBIT I - COST/FEE PROPOSAL
RFP # 16-21
CUSTOMER PORTAL ALERTING SYSTEM for WATER UTILITIES

(Include under Tab F of Proposal)

NAME OF BUSINESS: American Conservation & Billing Solutions, Inc. (AmCoBi)
CONTACT PERSON: Todd A. Brehe
EMAIL ADDRESS: Todd@AmCoBi.com
AUTHORIZED SIGNATURE: *Todd A. Brehe*

COST PROPOSAL		
Proposed pricing is for an initial three (3) year contract.		
LINE ITEM #	DESCRIPTION	PROPOSED AMOUNT
1	Set-up Fee	\$ 39,000.00
2	Monthly Fee	\$ 3,300.00
3	CMEP Report	\$ 2,000.00
TOTAL PROPOSED AMOUNT (Intital 3 Year Contract Term Years)		\$ 44,300.00

ENGAGEMENT APPROACH

Provide a detailed schedule showing the overall duration and timeline required for integrating the service 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.

Detailed Schedule & Timeline

The average time needed to deploy the AquaHawk solution for a utility the size of Port Orange is forty-five (45) days. After an award is made, the following is a list of tasks and a sample timeline:

Due Date	Task Description	Responsible Party
Week 1	Conduct the AquaHawk setup meeting.	Port Orange & AmCoBi
Week 1	The City completes a New Account Setup form, provides two logos, a copy of a sample customer invoice, and appropriate account information from the Sungard THE system.	Port Orange
Week 2	Configure the AquaHawk Alerting portal for the City.	AmCoBi
Week 2	Import customer account information, incorporate Port Orange's rate tiers, and weather data.	Port Orange + AmCoBi
Week 2	Integrate AMI consumption data from the Sensus RNI.	AmCoBi
Week 3	Implement the single sign-on process for the online bill pay system.	Click2Gov + AmCoBi
Week 4	Provide software training to employees.	Port Orange + AmCoBi
Week 5	Complete any required software application changes.	AmCoBi
Week 6	Launch the production site.	Port Orange + AmCoBi

ENGAGEMENT APPROACH

TAB E - Engagement Approach & Schedule

Answer all questions on "Exhibit 2 – Questionnaire" and insert under Tab E.

Complete Questionnaire at the end of Tab E.

State your firm's plans and approach for providing the goods and services outlined in this RFP.

From the beginning of this portal project until it has been launched, and afterwards, Port Orange can expect:

- Responsive service and support
- A team dedicated to accomplishing the City's objectives
- Fast turnaround.

A successful AquaHawk deployment involves:

1. Integrating and automating accounts data from the Sungard utility billing system
2. Integrating and automating usage data from the Sensus FlexNet system
3. Implementing billing rate tier calculations
4. Configuring the portal to the City's requirements
5. Integrating to the online bill payment system
6. Staff training
7. Launching the portal and notifying customers.

1. Setup Meeting

New projects begin with a dedicated AquaHawk project manager conducting a setup meeting with City employees. During this meeting, we identify which team members will be involved in the setup process, outline tasks and action items that need to be completed, and establish a schedule.

2. Accounts File Export

AmCoBi will provide a sample accounts file export that defines the data elements AquaHawk needs from the utility billing system. A City employee familiar with the report writing or data transfer capabilities of the billing application will be able to generate the necessary data. If the City does not have a resource, contracting with the billing application vendor may be an option.

Account data is generally exported to AmCoBi's SFTP site on a daily basis and is automatically uploaded into AquaHawk.

Our team is experienced with a variety of billing systems and is available to assist.

ENGAGEMENT APPROACH

3. Sensus FlexNet Usage Data Export

Since the Sensus RNI is hosted at Port Orange, AmCoBi will work with your team to enable the data transfer process (CMEP report) that is required to populate AquaHawk with consumption data. When completed, the Sensus system will automatically push hourly use data to the AquaHawk SFTP site 4-6 times per day.

4. Implement Rate Tiers

A utility billing employee familiar with the City's rate tiers will work with AmCoBi to incorporate these calculations into the AquaHawk system. The City will review and confirm the calculations for accuracy.

5. Configure the AquaHawk Portal

The City will complete a New Account Setup form, provide two logos, and a PDF copy of a sample utility bill. This information will be used to configure AquaHawk to the City's specifications.

6. Online Bill Pay Integration

AmCoBi will work with the City's online bill pay vendor to integrate both systems so that when customers desire to make a payment, online or via a mobile device, they will automatically be logged into the payment system.

7. Staff Training

Flexible training for individuals and small groups is another way AmCoBi differentiates its offering. In order to keep costs down and to accommodate employees' existing work schedules, AmCoBi conducts remote training via online Web conferencing tools. Unlimited training for up to five (5) employees is included with the setup fee.

In general, employees will learn how to use the system in approximately 2-4 training sessions that last 1-1.5 hours. AmCoBi recommends shorter, more frequent sessions so that training doesn't impact staff workload.

AmCoBi's team will tailor each training session to the needs of the participants. Should the City prefer it, onsite training is available.

Extensive print documentation is provided detailing features and functions in the system. Our training, support and project management staff are available Monday-Friday from 8am-5pm Mountain time.

8. Scheduled Follow-Ups

A routine part of the AquaHawk service involves the AmCoBi team regularly checking in with the City to see how things are going, manage any issues, and listen for feedback and suggestions.

SECTION 3 – SCOPE OF SERVICES

PROJECT DESCRIPTION:

The City of Port Orange (City) soliciting proposals from qualified vendors (Proposers) for the development of a web-based portal for accessing water consumption and water account data. The City's objective is to provide a user-friendly tool that the agency and water customers can use to:

- Access real-time data to enhance awareness of water use,
- Receive timely notifications of potential leaks or unusually high/low usage, and
- Compare ongoing use with a specified baseline as needed during periods of mandatory use restrictions.

In addition to providing access to real-time data, the selected software system must also provide participating water customers with personalized monthly reports in an easy-to-understand electronic format.

The selected software system must be compatible with the City's Sensus Logic software.

The City must be able to use the system without significant increases in IT infrastructure or related costs.

The City intends to award a three (3) year contract, with two (2) additional one (1) year term options to renew, to the highest ranked Proposer whose response conforms to this Request for Proposals (RFP) and meets the City's requirements.

PROJECT SPECIFICATIONS:

Required Customer Portal Elements

The City seeks an agency- and customer-facing water use portal and reporting tool. The City seeks pricing proposals for the setup fee and monthly fee. Monthly fees will be locked in for a three (3) year term contract.

The selected program will have the system requirements, customer portal, utility staff portal, reporting, and training and support features listed below.

Customer Portal

1. A Web-based portal providing customers with 24-hour, 7-day/week access to real-time and historical water consumption data.
2. Scalable Web interface or mobile phone application.
3. User-friendly graphical interface.
4. Usage shown in cubic feet and gallons.
5. Benchmarking and usage comparisons for residential customers using City data.
6. Seamless links to City website content, including the on-line bill payment system.
7. Ability for customers to receive leak and water-usage alerts based on user-defined parameters.
8. Ability to set personal preferences for receiving alerts or other notifications (e.g., text message, email, phone).
9. Inclusion of City-generated content (e.g., metrics, announcements).

Customer Reports

1. Monthly reports showing daily and monthly water use, with monthly use corresponding to the City's billing period of thirty (30) days per month. The City has four (4) billing cycles based on region.
2. User-friendly graphical interface.
3. Usage shown in cubic feet and gallons.
4. Benchmarking and usage comparisons for residential customers.
5. Inclusion of City-generated messages.

Agency Portal

1. A Web-based portal providing agency personnel with 24-hour, 7-day/week access to real-time and historical water consumption data for both City and customer accounts.
2. User-friendly graphical interface.
3. Usage shown in cubic feet and gallons.
4. Ability to set customized leak alerts and high/low usage notifications.
5. Ability to set meter-specific notification preferences (e.g., text message, email, phone).
6. Ability to program conservation targets for participating customer accounts based on a specified baseline.
7. Ability to generate reports flagging high usage, leaks, and usage history for specific accounts.
8. Ability to vary customer messages for residential vs. commercial accounts.
9. Ability to flag residential and commercial anomalies separately.
10. Views of actual content provided to individual customers.

Required Scope of Services

The following are the required components of the scope of services for this project:

1. Compatible with the City's Sensus Logic software.
2. Provide and implement the selected software program.
3. Host the software and Web interface external to City network servers.
4. Provide data migration and verification.
5. Conduct initial and ongoing acquisition and integration of relevant data to serve as a basis for benchmarking consumption and formulating water use reports, including ongoing City customers' metered consumption data and other pertinent demographic data.
6. Provide software support and warranty management. All personal, customer account information, and consumption data must remain confidential and secure, shall not be disclosed to any third parties, and shall meet all applicable state and federal security guidelines. Privacy policies, in full conformance with state and federal laws shall be implemented and shall be posted on the Proposer's sites.
7. Provide secure Web portals for customers and City personnel to access meter account information.
8. Provide support and training to City staff.
9. Provide user guides and/or help functions for customer interface and project administration functions.
10. Provide bi-monthly reports of customer participation.

[Remainder of this page left intentionally blank]

AmCoBi's Response to:

City of Port Orange Customer Portal Alerting System for Water Utilities RFP #16-21

June 2, 2016



Contact: Todd A. Brehe
American Conservation & Billing Solutions, Inc.
P.O. Box 51356
Colorado Springs, CO 80949
Tel: (719) 694-1979
E-mail: Todd@AmCoBi.com

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STATEMENT OF INTEREST

TAB A - Statement of Interest

June 2, 2016

City of Port Orange, Florida

ATTN: Ms. Diana Fye, Purchasing Manager

Request for Proposal - Customer Portal Alerting System for Water Utilities - RFP #16-21

1000 City Center Circle

Port Orange, FL 32129

Dear Members of the RFP Evaluation Committee -

This letter will serve as American Conservation & Billing Solutions, Inc.'s (AmCoBi's) interest in meeting the requirements the City of Port Orange has listed in its RFP for a Customer Portal Alerting System for Water Utilities.

AmCoBi has been deploying customer portal solutions for public sector water providers since 2011. We recommend AquaHawk™ to meet the City's requirements. Our firm has successfully implemented this system at forty-five (45) utilities around the U.S. Thirty (30) of these utilities also use the Sensus FlexNet AMI system.

We have more experience delivering user-friendly Web portal solutions to FlexNet users than any other provider, including Sensus!

By providing near real-time water use and account information to its customers, Port Orange will help users get a better understanding of their consumption and how they can be more efficient. They system also encourages use of cost saving tools like paperless billing and online payment services.

Different from other consumer engagement solutions that only analyze water use data for customers who have registered for access to the portal, AquaHawk evaluates use patterns for **every account in the City's service area**, several times a day. When potential leaks are identified, customers can be notified by text message, e-mail, automated call, or even direct mail.

AquaHawk offers a variety of ways for customers to see and compare their water consumption. Should the City implement mandatory use restrictions, the application will enable customers to track how they're doing against the reductions and be notified before they exceed the targets.

Personalized Water Use Reports can be generated and delivered to customers via e-mail and postal mail.

STATEMENT OF INTEREST

In addition to providing useful tools that encourage customer self-service, AquaHawk also enables employees to perform a multitude of daily tasks in less time and with less effort, than ever before. The operational efficiency benefits of the application, for some utilities, have superseded the notable benefits of having a robust consumer engagement offering.

AmCoBi is known for delivering responsive, attentive service from the start of a project, through the deployment and training, and long afterwards. We will continue to collaborate with the Port Orange team, seeking feedback and looking for opportunities to continually adapt and improve AquaHawk.

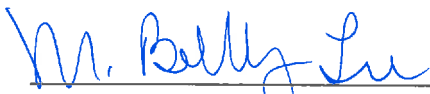
We are committed to helping your team operate more efficiently. We're focused on getting your customers excited about saving water, saving money, and streamlining their interactions with your organization.

AquaHawk is a cloud-based hosted offering that will not impact IT infrastructure or related costs.

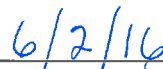
Should the City select our firm, we promise to deliver the results you're looking for and support you every step of the way.

Binding Proposal

The following company officer is empowered to bind AmCoBi to the provisions of this RFP Response and any contract awarded to our firm.



M. Bobby Lee, President



Date

FIRM QUALIFICATIONS

TAB B - Firm & Staff Qualifications

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.

AmCoBi has been providing customer portal solutions--AquaHawk--to municipal utilities since 2011. The system has been successfully deployed at forty-five (45) utilities and that number continues to grow each year.

AmCoBi is based in Colorado Springs, CO and has been in business since 2008. One division of the company provides utility billing services to water utilities, multifamily complexes, and homeowner's associations. The second division offers customer portal applications and software engineering services to utilities.

AmCoBi is a registered S Corporation in the State of Colorado and employs fifteen people. Here is a breakdown by department:

- Software engineering (R&D) - 6
- Corporate (sales, marketing, and finance) - 2
- Implementation, training, and ongoing maintenance support - 3
- Utility billing - 4.

The office that would contract for service with the City is located in Colorado Springs. AmCoBi does not use offshore resources and all of our utility clients' data are hosted in the U.S.

A listing of the firm's personnel that will be assigned to the City, along with a summary of their qualifications and specific responsibilities.

Our key team members have a combined eighty (80+) years' experience in the software development, utility billing, and water industries. The team holds more than fifty (50) patents and in the last thirty (30) years, has developed twenty (20) products sold globally.

The following staff members will work directly with the City on this project:

Charlie Whiteside

Engineering & Finance

Charlie is responsible for determining how the City's requirements can be implemented in AquaHawk, and for training. He has years of experience reviewing various organizations' business processes to identify areas for greater efficiency and effectiveness.

- B.E. Electrical Engineering, Vanderbilt University, Nashville, TN
- Ten years' experience working as an R&D designer for Hewlett Packard
- Founded six different companies and served on boards of numerous businesses and community organizations.

FIRM QUALIFICATIONS

Dan Prescott Software Engineering	Dan leads the software engineering team responsible for developing, configuring, and deploying the AquaHawk solution. His background involves developing large scale network application monitoring and alerting systems. – B.E. Computer Science, University of Colorado, Colorado Springs, CO – Twelve years' experience developing software applications for a Fortune 500 company.
Russ Meyer Project Management & Support	Russ is responsible for managing AquaHawk deployments and working with utilities through the testing and validation phases of the project. He will be Port Orange's primary point of contact to simplify communications and interactions between AmCoBi and the City. – M.S. Electrical Engineering, University of Illinois at Urbana Champaign, IL – Thirteen years' experience architecting, coding, implementing, and supporting various software applications.
Todd Brehe Client Support	Todd is responsible for managing the scope of work and communicating with the City's staff throughout the project. He will ensure that AmCoBi meets its timelines and commitments, and be a resource during the needs assessment and solution design phases of the project. – B.A. Mathematics, Colorado College, Colorado Springs, CO – Fifteen years' experience selling and supporting high technology products and services.

FIRM QUALIFICATIONS

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, e-mail address and telephone number of the public officer in charge of the contract, and the years in which the services have been provided.

Name	Seacoast Utility Authority (SUA) - FL
Type of Entity	Water Utility
Public Officer	Ms. Bonnie Evans, Customer Service/Billing Manager
E-mail Address	BEvans@sua.com
Telephone	(561) 627-2900 x331
# Years Services Provided	Almost two (2) years
Other Information	SUA serves 32,000 connections and uses a Sensus FlexNet AMI system.
Name	Elsinore Valley Municipal Water District (EVMWD) - CA
Type of Entity	Water Utility
Public Officer	Mr. James Ollerton, Director of Information Technology
E-mail Address	ollerton@evmwd.net
Telephone	(951) 674-3146 x8277
# Years Services Provided	Almost two (2) years
Other Information	EVMWD serves 42,000 connections and uses an Aclara AMI and a mobile drive-by system.
Name	Dublin San Ramon Services District (DSRSD) - CA
Type of Entity	Water Utility
Public Officer	Ms. Vicki Goldman, Customer Services Supervisor
E-mail Address	goldman@dsrsd.com
Telephone	(925) 875-2277
# Years Services Provided	More than two (2) years
Other Information	DSRSD serves 23,000 connections and uses a Sensus FlexNet AMI system.
Name	City of Hendersonville - NC
Type of Entity	Water Utility
Public Officer	Mr. Jeremy Poss, Technology and Metering Manager
E-mail Address	jposs@cityofhendersonville.org
Telephone	(828) 233-3230
# Years Services Provided	Almost two (2) years
Other Information	Hendersonville serves 27,000 connections and uses a Sensus FlexNet AMI system.

FIRM QUALIFICATIONS

Name	City of Redmond - OR
Type of Entity	Water Utility
Public Officer	Mr. Josh Wedding, Water Operations Manager
E-mail Address	Joshua.Wedding@ci.redmond.or.us
Telephone	(541) 504-2022
#Years Services Provided	1.5+ years
Other Information	Redmond serves 10,000 connections and uses an Aclara FlexNet AMI system.
Provide a complete list of all cities and counties for which the firm has completed similar strategic plan facilitations with elected officials within the last five (5) years.	
<i>This list is confidential.</i> AmCoBi has worked with more than 20 cities, towns, villages or counties. The following is a partial list: • City of Orange City, FL • City of Ocoee, FL • Town of Belleair, FL • City of Stuart, FL • City of Muskogee, OK.	
Have any contracts been terminated for any reason? If so, please elaborate.	
In the history of our company, we have only had one utility stop using the AquaHawk system. It was a result of their AMI vendor filing for bankruptcy after the meter reading system failed completely.	
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.	
The AquaHawk system is recording, analyzing, and managing hourly use data for more than 420,000 meters, every day of the year! We don't believe any other portal provider in the water utility space has such a large install base, nor do they process the same volumes of data. One of the primary reasons our system is so widely used is that it is time-tested and reliable. Our application delivers measurable operational efficiency and water conservation results. It helps utility employees perform their daily tasks in less time with less effort. It gives utility customers the critical information they need to: use water efficiently and prevent leak-related costs and property damage.	

LICENSES/INSURANCE

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."
AmCoBi meets the requirements for doing business in the State of Florida.
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.
No professional licenses and certifications are required to perform the services in this RFP.
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.
Certificate of Insurance included.



AMERI58

OP ID: CC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/19/2016

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
Six & Geving Insurance, Inc.
3630 Sinton Road, Suite 200
Colorado Springs, CO 80907-5034
Janet Cooper

Phone: 719-590-9990

Fax: 719-590-9992

CONTACT NAME: Charla Sexton**PHONE (A/C, No, Ext):** 719-867-4103**FAX (A/C, No):** 719-590-9992**E-MAIL ADDRESS:** csexton@six-geving.com**INSURER(S) AFFORDING COVERAGE****NAIC #****INSURER A:** Acuity

14184

INSURER B: Pinnacol Assurance

41190

INSURER C: Lloyds of London**INSURER D:****INSURER E:****INSURER F:**

INSURED
American Conservation &
Billing Solutions, Inc.
1485 Timber Valley Rd.
Colorado Springs, CO 80919

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	X	X08746	01/01/2016	01/01/2017	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
	☒ Professional Liab						PERSONAL & ADV INJURY \$ 1,000,000
C				MPL1433933.16 \$1,000,000	03/18/2016	03/18/2017	GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						
A	AUTOMOBILE LIABILITY			X08746	01/01/2016	01/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS ☒ SCHEDULED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED ☐ RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N ☐	N/A	X 4161060	01/01/2016	01/01/2017	☒ WC STATUTORY LIMITS ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Cyber/Data Breach			MPL1433933.16	03/18/2016	03/18/2017	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Port Orange is named as Additional Insured in regards to General Liability. Waiver of subrogation applies in favor of City of Port Orange with regards to General Liability and Workers Compensation.

CERTIFICATE HOLDER

PORTO-1

City of Port Orange Florida
Attn: Diana Fye
1000 City Center Cir.
Port Orange, FL 32129

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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ADDITIONAL INSURED - DESIGNATED PERSON(S) OR ORGANIZATION(S)

CB-7034(2-02)

This endorsement modifies insurance provided under the following:

BIS-PAK BUSINESS LIABILITY AND MEDICAL EXPENSES COVERAGE FORM

1. The following is added to Who Is an Insured:

Any person or organization shown in the Schedule is also an insured, but only with respect to vicarious liability arising out of your ongoing operations or premises owned by or rented to you.

2. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to *bodily in-*

jury or property damage occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of *your work* out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

SCHEDULE

**Person or Organization
(Name and Address)**

City of Port Orange Florida
1000 City Center
Port Orange, FL. 32129

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST
OTHERS TO US**

CB-0497F(1-06)

This endorsement modifies insurance provided under the following:

BIS-PAK BUSINESS LIABILITY AND MEDICAL EXPENSES COVERAGE FORM

Paragraph J2 of the Transfer of Rights of Recovery Against Others to Us condition in the Bis-Pak Common Policy Conditions is amended as follows:

We waive any right of recovery we may have

against the person or organization shown in the Schedule because of payments we make for injury or damage arising out of your ongoing operations or *your work* done under a contract with that person or organization and included in the *products-completed operations hazard*. The waiver applies only to the person or organization shown in the Schedule.

SCHEDULE

**Person or Organization
(Name and Address)**

City of Port Orange Florida
1000 City Center Cir.
Port Orange, FL 32129

NCCI #: WC000313
Policy #: 4161060

INSURED:

American Conservation & Billing Solut
1485 Timber Valley Road
Colorado Springs, CO 80919

AGENT:

Six & Geving Insurance, Inc./Colo S
3630 Sinton Road, Suite 200
Colorado Springs, CO 80907
(719) 590-9990

ENDORSEMENT: Walver Of Subrogation

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

City of Port Orange Florida
1000 City Center Cir.
Port Orange, FL 32129

Effective Date: May 20, 2016 Expires on January 1, 2017
Pinnacol Assurance has issued this endorsement May 20, 2016.

Leticia Miller
Underwriter

FINANCIAL STABILITY

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.

Upon request, AmCoBi will provide a certified audit of the last available fiscal year.

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.

AmCoBi has not been a part of any litigation or proceedings since its inception. No court or administrative agency has ruled against the company. AmCoBi has not been named in a class action cases or industry investigations.

Respondent must indicate whether any contract awarded by another government agency has been terminated in default or convenience.

Only one water district exercised AmCoBi's "Thirty Day Notice Clause" and stopped using AquaHawk. This termination for convenience and was a result of the utility's AMI system failing and their decision to revert back to manual readings.

ENGAGEMENT APPROACH

TAB E - Engagement Approach & Schedule

Answer all questions on "Exhibit 2 – Questionnaire" and insert under Tab E.

Complete Questionnaire at the end of Tab E.

State your firm's plans and approach for providing the goods and services outlined in this RFP.

From the beginning of this portal project until it has been launched, and afterwards, Port Orange can expect:

- Responsive service and support
- A team dedicated to accomplishing the City's objectives
- Fast turnaround.

A successful AquaHawk deployment involves:

1. Integrating and automating accounts data from the Sungard utility billing system
2. Integrating and automating usage data from the Sensus FlexNet system
3. Implementing billing rate tier calculations
4. Configuring the portal to the City's requirements
5. Integrating to the online bill payment system
6. Staff training
7. Launching the portal and notifying customers.

1. Setup Meeting

New projects begin with a dedicated AquaHawk project manager conducting a setup meeting with City employees. During this meeting, we identify which team members will be involved in the setup process, outline tasks and action items that need to be completed, and establish a schedule.

2. Accounts File Export

AmCoBi will provide a sample accounts file export that defines the data elements AquaHawk needs from the utility billing system. A City employee familiar with the report writing or data transfer capabilities of the billing application will be able to generate the necessary data. If the City does not have a resource, contracting with the billing application vendor may be an option.

Account data is generally exported to AmCoBi's SFTP site on a daily basis and is automatically uploaded into AquaHawk.

Our team is experienced with a variety of billing systems and is available to assist.

ENGAGEMENT APPROACH

3. Sensus FlexNet Usage Data Export

Since the Sensus RNI is hosted at Port Orange, AmCoBi will work with your team to enable the data transfer process (CMEP report) that is required to populate AquaHawk with consumption data. When completed, the Sensus system will automatically push hourly use data to the AquaHawk SFTP site 4-6 times per day.

4. Implement Rate Tiers

A utility billing employee familiar with the City's rate tiers will work with AmCoBi to incorporate these calculations into the AquaHawk system. The City will review and confirm the calculations for accuracy.

5. Configure the AquaHawk Portal

The City will complete a New Account Setup form, provide two logos, and a PDF copy of a sample utility bill. This information will be used to configure AquaHawk to the City's specifications.

6. Online Bill Pay Integration

AmCoBi will work with the City's online bill pay vendor to integrate both systems so that when customers desire to make a payment, online or via a mobile device, they will automatically be logged into the payment system.

7. Staff Training

Flexible training for individuals and small groups is another way AmCoBi differentiates its offering. In order to keep costs down and to accommodate employees' existing work schedules, AmCoBi conducts remote training via online Web conferencing tools. Unlimited training for up to five (5) employees is included with the setup fee.

In general, employees will learn how to use the system in approximately 2-4 training sessions that last 1-1.5 hours. AmCoBi recommends shorter, more frequent sessions so that training doesn't impact staff workload.

AmCoBi's team will tailor each training session to the needs of the participants. Should the City prefer it, onsite training is available.

Extensive print documentation is provided detailing features and functions in the system. Our training, support and project management staff are available Monday-Friday from 8am-5pm Mountain time.

8. Scheduled Follow-Ups

A routine part of the AquaHawk service involves the AmCoBi team regularly checking in with the City to see how things are going, manage any issues, and listen for feedback and suggestions.

ENGAGEMENT APPROACH

Provide a detailed schedule showing the overall duration and timeline required for integrating the service 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.

Detailed Schedule & Timeline

The average time needed to deploy the AquaHawk solution for a utility the size of Port Orange is forty-five (45) days. After an award is made, the following is a list of tasks and a sample timeline:

Due Date	Task Description	Responsible Party
Week 1	Conduct the AquaHawk setup meeting.	Port Orange & AmCoBi
Week 1	The City completes a New Account Setup form, provides two logos, a copy of a sample customer invoice, and appropriate account information from the Sungard THE system.	Port Orange
Week 2	Configure the AquaHawk Alerting portal for the City.	AmCoBi
Week 2	Import customer account information, incorporate Port Orange's rate tiers, and weather data.	Port Orange + AmCoBi
Week 2	Integrate AMI consumption data from the Sensus RNI.	AmCoBi
Week 3	Implement the single sign-on process for the online bill pay system.	Click2Gov + AmCoBi
Week 4	Provide software training to employees.	Port Orange + AmCoBi
Week 5	Complete any required software application changes.	AmCoBi
Week 6	Launch the production site.	Port Orange + AmCoBi



EXHIBIT 2 – QUESTIONNAIRE

CITY OF PORT ORANGE

CUSTOMER PORTAL ALERTING SYSTEM for WATER UTILITIES

RFP 16-21

NAME OF BUSINESS: American Conservation & Billing Solutions, Inc. (AmCoBi)

CONTACT PERSON: Todd A. Brehe

EMAIL ADDRESS: Todd@AmCoBi.com

AUTHORIZED SIGNATURE: Todd A. Brehe

Answer each question below and submit Exhibit 2 under Tab E of your proposal:

I. Experience with Water Usage Alerting Systems:

1. Provide three (3) examples where your firm integrated hourly water consumption data from a water usage alerting system.

1. Seacoast Utility Authority 4200 Hood Road Palm Beach Gardens, FL 33410	2. Dublin San Ramon Services District 7051 Dublin Blvd. Dublin, CA 94568	3. Elsinore Valley Municipal Water District PO Box 3000 - 31315 Chaney St. Lake Elsinore, CA 92531
---	--	--

2. How many accounts are you managing hourly water usage data for, and for how long have you been doing this process?

AquaHawk currently manages hourly water use data for 420,000 accounts every day. The system was launched four (4) years ago. The volume has steadily grown over that time period.

3. How often is the hourly usage data updated?

With the Sensus FlexNet system, hourly usage data is updated every 4-6 hours.

4. How does your system accommodate usage data from multiple meter reading systems?

Usage data is typically imported from an AMI headend system (Sensus RNI) via an SFTP process. Meter read data from manual, mobile AMR, and other sources can be integrated using a similar method.

5. What is your normal lead time to implement your customer portal solution?

The normal lead time to deploy AquaHawk is thirty (30) days. Because the City of Port Orange manages 30,000 service connections, the lead time will be forty-five (45) days.

6. If you've missed this timeline in the past, what were the reasons?

AmCoBi has been able to meet its installation timelines because our project management process is well-defined, understandable, and our staff are highly experienced. In the past, some projects have exceeded the thirty (30) day deployment schedule because our clients experienced delays in providing the accounts and meter read data.

II. Training & Support:

1. Describe how your company provides training and support.

Individual and small group training is delivered remotely, using online Web conferencing tools. To accommodate employees' existing work schedules, AmCoBi will conduct shorter, more frequent training sessions. Telephone and e-mail support are included with the monthly fee.

2. Describe how your software engineering team interfaces with utility staff.

Our software engineering team is located in Colorado Springs, CO and is always available to discuss any technical issues or problems that arise. Internally, if a system issue requires escalation from customer support to engineering, that handoff happens immediately.

III. Leak Detection:

1. Describe how your system determines if an account has a leak.

AquaHawk uses an adaptive filtering process to identify abnormal use patterns that indicate leaks. These rules can be adapted as the system "learns" more about the utility's requirements, and how different accounts use water.

2. How long does it take before your system can identify a leak? Explain.

In some cases, AquaHawk can identify a leak after analyzing a single hourly meter read. In most cases, use patterns are evaluated at 4, 8, 16 and 24 hour intervals. Leaks don't have to run continuously for 24 hours before they are identified.

3. Does your system monitor for abnormal water use patterns for every meter in the service community, or only registered users?

Yes, AquaHawk monitors all meters on the Sensus FlexNet system to determine when an account has a leak. The customer need not be a registered user to be alerted when an issue is identified.

4. Describe how your system flags leaks for commercial vs. residential accounts.

Leak analytics in AquaHawk are configurable for commercial and residential accounts. For example, if a commercial account uses 50 gals. of water every hour, continually, the leak flag can be adjusted to only trigger if the account uses 60 gals. of water continuously. Rules can be set for different customer classes, all the way down to the individual account level.

5. Describe how your analysts review leak alerts.

AquaHawk uses a variety of algorithms to flag potential leaks. Experienced analysts then review those alerts to determine if the usage patterns warrant notifying the utility. If they do, alerts are generated in the system that utility employees will review and decide if notifications should be sent.

6. Describe how you notify customers after a leak has been identified.

Customers who register for access to AquaHawk specify how they prefer to be contacted: text, e-mail, or automated call. If the system identifies a problem for a customer and there is no phone or e-mail information, the mailing or service address can be exported and used to send a direct mail notification.

7. How do you log alerts and notifications?

Any alerts or notifications sent by the utility are recorded in the customer's online account. This record can be viewed by utility staff and registered users.

IV. Estimated Bill:

1. Will your system show the customers what their estimated bills are anytime during the billing period?

Yes. AquaHawk shows customers where they are at in the billing period--i.e. Day 10 of 31--and the cost of the water they've already used.

2. Will your system show an estimated end-of-period bill?

Yes, AquaHawk shows a projected end-of-period bill that is dynamically recalculated every time a new read is received.

3. How are these estimates calculated?

Estimates are calculated using the rate tiers supplied by the City. These rate tiers can include a variety of charges such as: sewer, trash, etc. The estimates will mirror the way customer bills are currently calculated by Port Orange.

V. Water Budgets & Conservation Targets:

1. Does your firm have experience calculating and displaying daily ET-based water budgets?

Yes, we have several clients that use daily ET-based water budgets and display those for their customers.

2. Describe your follow-up process if a customer exceeds the budget.

On the customer's usage graph, there is a filter that can be enabled showing where he/she is at compared with the budget. Registered users can receive automatic notifications when they are at 80-100% (utility-specified) of the budget so they can modify their consumption.

3. How does your system identify multiple accounts that have exceeded their budgets?

Views in the Agency Portal show employees which customers have exceeded their budgets. Reports can also be e-mailed to designated employees listing the over-budget accounts.

4. How does your system manage conservation targets and ordinance limits?

Conservation targets and ordinance limits are displayed on the consumption graph for the customer. Any account that exceeds the limits are tagged, and a daily report is sent to employees.

VI. Integrations:

1. Describe how your system can be integrated into other MDM, online payment/paperless billing, utility billing systems.

Multiple interfaces and integrations, such as single sign-on and programmatic access, are available so that AquaHawk can be integrated into different applications including: online bill pay, paperless billing, Meter Data Management (MDM), utility billing, etc.

2. Does your system offer bi-directional Single Sign-On (SSO) integration to other systems?

Yes, bi-directional single sign-on can be enabled in AquaHawk.

VII. Reporting:

1. What tools are available in your system to crosscheck the meter reading system and make sure usage data has been reported?

Each day, specific employees are e-mailed a report showing the number of meter read and account files that AquaHawk has received. Missing files indicate that either the Sensus RNI and/or the utility billing system has not reported properly.

2. How does your system identify negative reads, active accounts with no usage, and inactive with some usage?

Various views in the Agency Portal highlight accounts with negative reads, active accounts with no usage, and inactive accounts with any usage. Reports can be e-mailed to specific employees.

VIII. References:

1. How many water utilities do you work with that uses your alerting system?

AquaHawk is currently used by forty-five (45) utilities and another six (6) are in the setup process.

2. How many utilities used your service initially and then discontinued it?

Since the solution was launched, only one utility has discontinued its use of the system.

3. What were their reasons?

The utility's AMI system failed and the vendor filed bankruptcy. The utility reverted to reading water meters manually.

PRICING

TAB F - Pricing





EXHIBIT I - COST/FEE PROPOSAL
RFP # 16-21
CUSTOMER PORTAL ALERTING SYSTEM for WATER UTILITIES

(Include under Tab F of Proposal)

NAME OF BUSINESS: American Conservation & Billing Solutions, Inc. (AmCoBi)
CONTACT PERSON: Todd A. Brehe
EMAIL ADDRESS: Todd@AmCoBi.com
AUTHORIZED SIGNATURE: *Todd A. Brehe*

COST PROPOSAL		
Proposed pricing is for an initial three (3) year contract.		
LINE ITEM #	DESCRIPTION	PROPOSED AMOUNT
1	Set-up Fee	\$ 39,000.00
2	Monthly Fee	\$ 3,300.00
3	CMEP Report	\$ 2,000.00
TOTAL PROPOSED AMOUNT (Intital 3 Year Contract Term Years)		\$ 44,300.00

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 – Local Business Affidavit of Eligibility
- _____ Form 9.8 – Vendor Application Form
- _____ W-9 Form
- _____ Exhibit 1 – Cost/Fee Proposal (Tab F)
- _____ Exhibit 2 – Questionnaire (TAB E)
- _____ Submission of one (1) original marked "ORIGINAL" and one (1) digital (CD or flash drive) version in PDF format.

BY:

TODD A. BRETHER
Proposer

Todd A. Breth
Authorized Signature

6.1.16 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 #16-21

FORM 9.2 – PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: Customer Portal Alerting System for Water Utilities
RFP RELEASE DATE: May 4, 2016
RFP DEADLINE FOR QUESTIONS: May 25, 2016 at 5:00 P.M.
RFP DUE DATE & TIME: June 10, 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: American Conservation & Billing Solutions, Inc.

PROPOSER'S COMPANY MAILING ADDRESS: PO Box 51356

CITY-STATE-ZIP: Colorado Springs, CO 80949

PHONE NUMBER: (877) 410-0167 EMAIL: Todd@AmCoBi.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 M. Bobby Lee
AUTHORIZED SIGNATURE (MANUAL)

M. Bobby Lee
NAME (TYPED)

President
TITLE

6.1.16
DATED

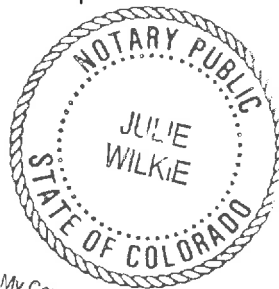
FORM 9.3 – DRUG FREE PREFERENCE STATEMENT

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: American Conservation & Billing Solutions, Inc.

By: M. Ballyze President
(Name and Title)

Date: 6/1/16

The foregoing instrument was acknowledged before me this 1 day of June, 2016 by Julie Wilkie as Notary of Colorado and who: ☐ is personally known to me; or ☒ has produced COLORADO DRIVERS LICENSE as identification.

Julie Wilkie
Notary Public, State of Colorado, El Paso County
Printed Name, Commission Seal and Term Expiration Date
7-22-16

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 M. Bobby Lee, who, being by me first duly sworn, made the following statement:

1. The business address of American Conservation & Billing Solutions, Inc. (name of Offeror or business) is PO Box 51356, Colorado Springs, CO 80949.
2. My relationship to American Conservation & Billing Solutions, Inc. (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.)

M. Bobby Lee
(Authorized Signature)

6/1/16
(Date)

M. Bobby Lee

(Print Name)

STATE OF Colorado COUNTY OF El Paso

My Comm. Expires 7-22-2016.

The foregoing instrument was acknowledged before me this 1 day of June, 2016, by Julie Wilkie, as NOTARY of COLORADO and who: ☐ is personally known to me; or ☒ has produced COLORADO DRIVERS LICENSE as identification.

Julie Wilkie
Notary Public, State of

Printed Name, Commission Seal and Term Expiration Date
Colorado El Paso County
7-22-16

This document must be completed and returned with your Submittal

FORM 9.5. – ANTI-COLLUSION FORM

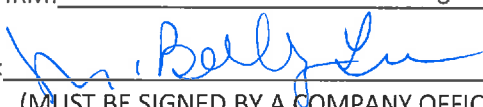
ANTI-COLLUSION STATEMENT PROPOSAL FORM:

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: American Conservation & Billing Solutions, Inc.

SIGNED BY: 

(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: M. Bobby Lee

TITLE: President

ADDRESS: PO Box 51356

CITY: Colorado Springs STATE: CO ZIP CODE: 80949

TELEPHONE: (877) 410-0167 FAX: (719) 599-4057

COMPLETION TIME: June 9, 2016

F.E.I.N. NUMBER: 26-4208986

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>M. Bobby Lee</u>	Title	<u>President</u>	Phone #	<u>(719) 694-1980</u>
	<u>Todd A. Brehe</u>		<u>Director</u>		<u>(719) 694-1979</u>
	<u>Charlie Whiteside</u>		<u>Director</u>		<u>(719) 694-1985</u>
	<u></u>		<u></u>		<u></u>


(Authorized Signature)

This document must be completed and returned with your Submittal

FORM 9.7 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

This declaration is executed under penalty of perjury of the laws to the United States and State of Florida
THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # (as applicable): RFP #16-21

BUSINESS NAME: American Conservation & Billing Solutions, Inc.

CONTACT PERSON/TITLE: M. Bobby Lee / President

MAILING ADDRESS: PO Box 51356

CITY-STATE-ZIP: Colorado Springs, CO 80949

Length of Time at Address Provided: 7 Years

Physical Presence of Business: ☒ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned Franchise

And within Legal Boundaries: ☐ The City of Port Orange ☐ Volusia County ☐ The State of Florida

FEIN (Federal Employer Identification Number): 26-4208986

BUSINESS STRUCTURE: ☐ Corporation ☒ LLC ☐ Partnership ☐ Sole Proprietorship

☐ Other (Specify): _____

PHONE NUMBER: (877) 410-0167 FAX: (719) 599-4057

EMAIL: Todd @ AmCoBi.com

****Please attach a valid business tax receipt, or other such documentation****

ATTESTATION – I understand that:

- In accordance with City Of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.
- A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.
- The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.
- The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.
- The information contained herein may be subject to verification.
- A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

BEFORE ME; the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared _____ who, after being sworn according to law, stated that he or she was authorized to represent _____ and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

(Form 9.7 Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

SIGNATURE OF NOTARY PUBLIC

NOTARY SEAL

THIS _____ DAY OF _____, 20____

My Commission Expires: _____

SIGNATURE OF AFFIANT

DATE

M. Bobby Lee

PRINTED NAME OF AFFIANT / TITLE

American Conservation & Billing Solutions, Inc.
COMPANY

This document must be completed and returned with your Submittal

FORM 9.8 - 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: 6/9/2016

FIRM NAME: American Conservation & Billing Solutions, Inc.

ADDRESS: PO Box 51356

CITY: Colorado Springs STATE: CO ZIP CODE: 80949

If remittance payment address is different than application or W9 please fill out below:

ADDRESS: _____

TEL. # (including area code): (877) 410-0167 FAX.# (719) 599-4057

SIGNATURE PERSON FILING APPLICATION: _____

PRINTED NAME: M. Bobby Lee

TITLE: President

FEDERAL I.D. (F.E.I.N.) # 26-4208986

E-MAIL ADDRESS: Bobby@AmCoBi.com

(Authorized Company Representative)

COMPANY STATUS:

INCORPORATED: ☒ Y ☐ N State Incorporated: Colorado Year: 2009

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: Todd A. Brehe

Printed/Types Name: M. Bobby Lee / Todd A. Brehe Title: President / Director

Commodity/Services Custom software for water distribution analytics and a customer portal alerting system for water utilities.

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.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. American Conservation & Billing Solutions, Inc.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership): _____ Note. For a single-member LLC that is disregarded, do not check LLC, check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3). Exempt payee code (if any): _____ Exemption from FATCA reporting code (if any): _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) PO Box 51356	Requester's name and address (optional)
	6 City, state, and ZIP code Colorado Springs, CO 80949	
	7 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 line 1 to avoid backup withholding. For individuals, this is generally 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 <i>How to get a TIN</i> on page 3.	
Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.	
Social security number [][]-[][]-[][][][][][] or Employer identification number 2 6 - 4 2 0 8 9 8 6	

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); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
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 3.	
Sign Here	Signature of U.S. person ▶  Date ▶ 1/26/2015

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/ir9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third-party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

SUPPLEMENTAL INFORMATION

TAB H - Supplemental Information Customer Portal

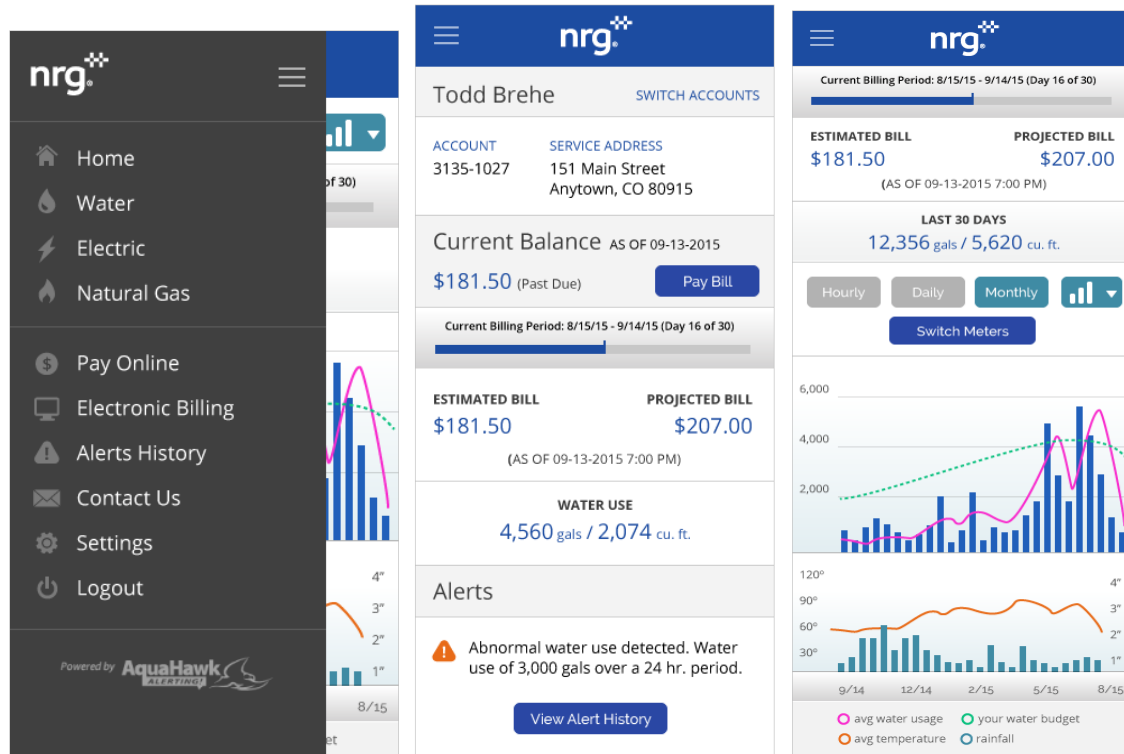
1. A Web-based portal providing customers with 24-hour, 7-day/week access to real-time and historical water consumption data.

AquaHawk is a Web-based customer portal that will provide Port Orange customers real-time access to current and historical hourly, daily, monthly, yearly water consumption data. Leak and threshold notifications, and a variety of other self-service tools are also included.

2. Scalable Web interface or mobile phone application.

AquaHawk offers a rich Web and mobile experience that is easy-to-use and immediately understandable.

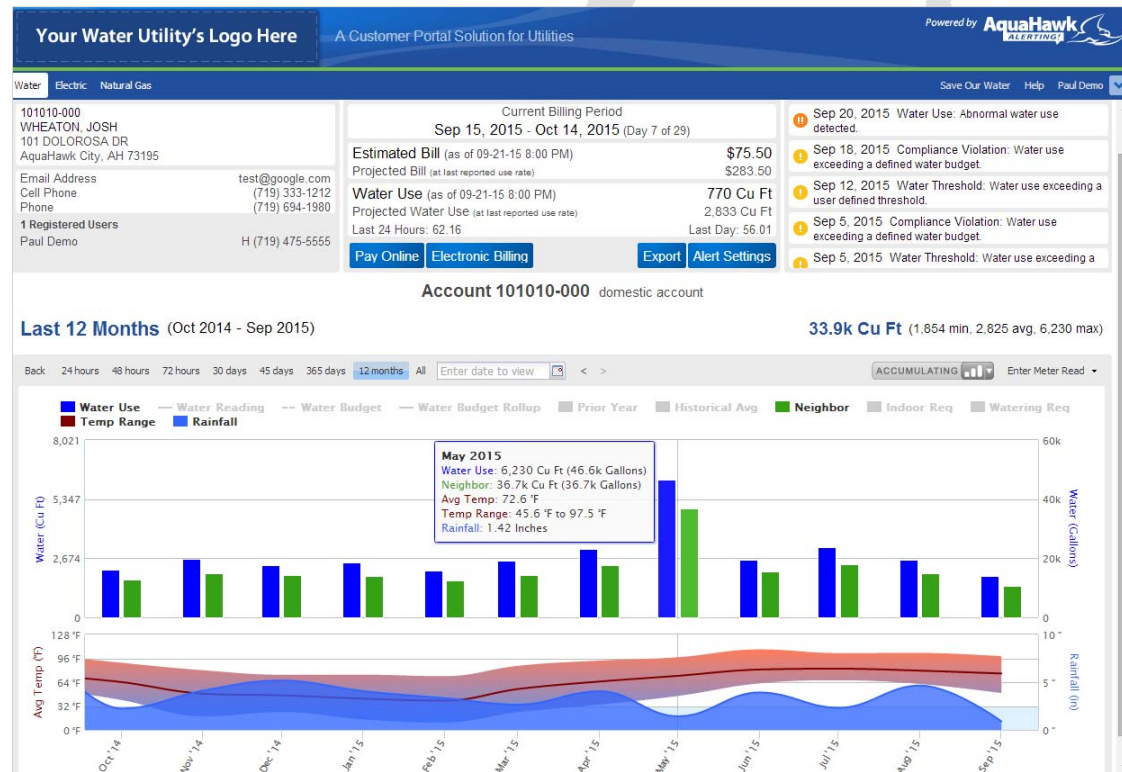
Anytime a user accesses the AquaHawk system, the application will automatically detect what type of device is being used. If the customer is using a smartphone, tablet, or other mobile device, she is automatically routed to a mobile-browser-friendly view with access to the features that a customer logging in from a desktop computer would see.



SUPPLEMENTAL INFORMATION

3. User-friendly graphical interface.

The user interface for customers and staff members is intuitive and easy-to-use.



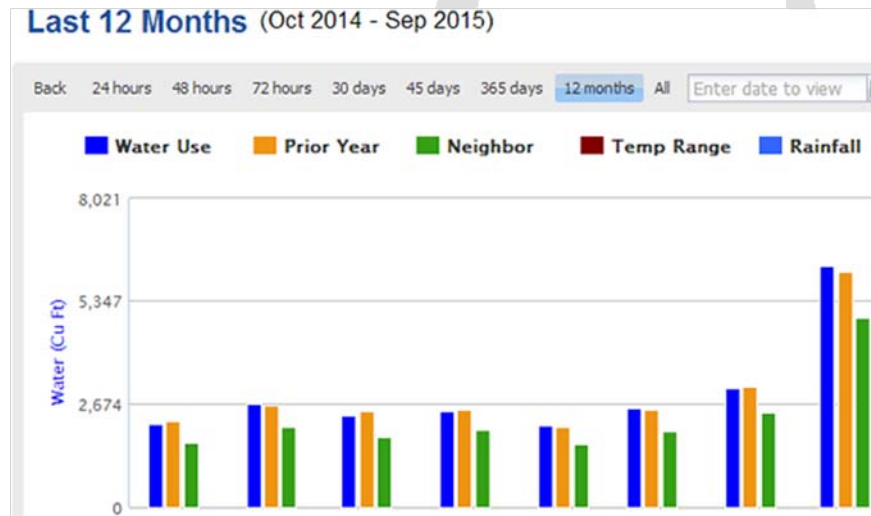
4. Usage shown in cubic feet and gallons.

AquaHawk displays consumption in cubic feet and gallons on the usage graph axes and when a user hovers over the bar graph.

SUPPLEMENTAL INFORMATION

5. Benchmarking and usage comparisons for residential customers using City data.

Customers can benchmark and compare their water usage to: prior year, historical average, similar users ("neighbors") and more.



6. Seamless links to City website content, including the on-line bill payment system.

Buttons and URL links in AquaHawk can be configured to direct users to City website content as well as integrate directly to the eBill and online bill payment system (Click2Gov).

Current Billing Period
May 19, 2016 - Jul 20, 2016 (Day 6 of 63)

Estimated Bill (as of 05-24-16 7:00 PM)
Projected Bill (at last reported use rate)

Water Use (as of 05-24-16 7:00 PM)
Projected Water Use (at last reported use rate)
Last 24 Hours: 12.97

[Pay Online](#) [View Statements](#)

SUPPLEMENTAL INFORMATION

7. Ability for customers to receive leak and water-usage alerts based on user-defined parameters.

AquaHawk analyzes water use data for customer accounts using a variety of algorithms, to determine when someone may be experiencing a leak. In addition, customers can also set usage thresholds (\$ and gallons) and be notified automatically when they are trending to, or have exceeded those values.

The screenshot shows the 'Alert Settings' form for account 101010-000. It includes sections for 'Billing Period Thresholds (Account)' and 'Water Use Thresholds (Meter)'. The 'Billing Period Thresholds' section has two columns: 'Estimated Bill Alert Threshold' and 'Water Use Alert Threshold'. Each column has radio buttons for 'Current' and 'Projected' thresholds, and a text input field. The 'Water Use Thresholds' section has four rows for different time periods: '1 Hour', '1 Day', '1 Week', and '1 Month'. Each row has a text input field for 'Water Use (gallons)'. There is also a section for 'gallons per hour for' with a dropdown menu set to '24 Hours'. At the bottom are 'Apply' and 'Cancel' buttons.

Billing Period Thresholds (Account)	
Estimated Bill Alert Threshold	Water Use Alert Threshold
☒ Current ☐ Projected	☒ Current ☒ Projected
\$51.00	2600

Water Use Thresholds (Meter)	
1 Hour	Water Use (gallons)
1 Day	Water Use (gallons)
1 Week	Water Use (gallons)
1 Month	Water Use (gallons)
gallons per hour for 24 Hours	

8. Ability to set personal preferences for receiving alerts or other notifications (e.g., text message, email, phone).

Customers that register for access to AquaHawk can specify their contact preferences and change them at anytime.

The screenshot shows the 'Settings' form. It includes fields for 'First Name' (Utility Customer), 'Last Name' (Demo4), and 'Phone' (719 - 474 - 4444). There are also fields for 'Home' and 'Work' phone numbers. The 'Contact Preference' section has radio buttons for 'Email', 'Text Msg', 'Cell Phone', 'Home Phone', 'Work Phone', and 'Urgent Issues Only'. The 'Login View Preference' section has radio buttons for 'Water', 'Electric', 'Natural Gas', and 'Statements'. At the bottom are 'OK' and 'Cancel' buttons. A note on the right says 'At least one phone number is required.'

Field	Value
First Name	Utility Customer
Last Name	Demo4
Phone	719 - 474 - 4444
Home	
Work	

Contact Preference: ☐ Email ☒ Text Msg ☐ Cell Phone ☐ Home Phone ☐ Work Phone ☐ Urgent Issues Only

Login View Preference: ☒ Water ☐ Electric ☐ Natural Gas ☐ Statements

SUPPLEMENTAL INFORMATION

9. Inclusion of City-generated content (e.g., metrics, announcements).

The optional Group Messaging module can be used to send real-time notifications to customers concerning: outages, maintenance work, boil notices, shutoff alerts, announcements and more.

Customer Reports

1. Monthly reports showing daily and monthly water use, with monthly use corresponding to the City's billing period of thirty (30) days per month. The City has four (4) billing cycles based on region.

The standard AquaHawk Water Use Report shows customers how their monthly water use compares to conservation targets and similar users. A sample is attached. These Reports can be generated each month and uploaded to the customer's online account.

The City will be able to print and mail reports to select accounts. AmCoBi will charge a storage fee of \$300 per month and \$.12 per e-mailed report.

2. User-friendly graphical interface.

3. Usage shown in cubic feet and gallons.

AquaHawk Water Use Reports are easy to understand and display usage in cubic feet and gallons.

4. Benchmarking and usage comparisons for residential customers.

The standard Water Use Report compares monthly use to conservation targets and similar users. Additional comparisons can be added.

5. Inclusion of City-generated messages.

There is a section on the Water Use Report for the City to include a message.

Agency Portal

1. A Web-based portal providing agency personnel with 24-hour, 7-day/week access to real-time and historical water consumption data for both City and customer accounts.

AquaHawk is a Web-based customer portal that will provide Port Orange employees, real-time access to current/historical hourly water consumption data for all accounts--City and customers--on the FlexNet system.

2. User-friendly graphical interface.

3. Usage shown in cubic feet and gallons

AquaHawk incorporates a user-friendly graphical interface and displays usage in cubic feet and gallons.

4. Ability to set customized leak alerts and high/low usage notifications.

Out-of-the-box, AquaHawk incorporates numerous analytical processes to quickly identify accounts with high/low issues. These alerts can be further customized based on different account characteristics.

Your Water Utility's Logo Here



Water Use Report

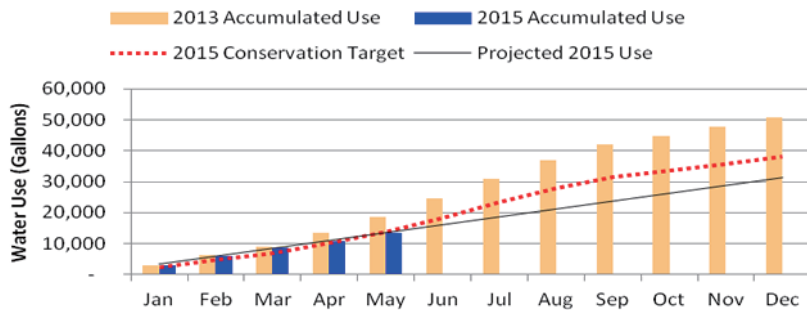
Account # 1234 5678-001

Jeremy Blake

354 Main Street

Anywhere, CO 80909

Accumulated Use vs. Conservation Target



Sign up for e-mail reports at:
www.AquaHawkAlerting.com

Report Period: 5/1/15 - 5/31/15

May Use - 2,500 gals.

Conservation Target = 3,750 gals.

You saved = 1,250 gals.

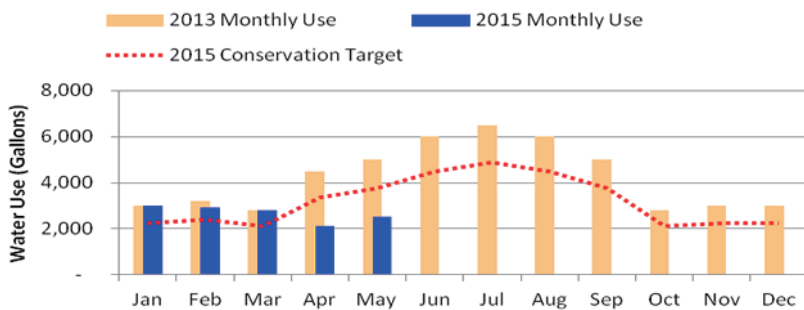
Annual Use = 13,300 gals.

Conservation Target = 13,875 gals.

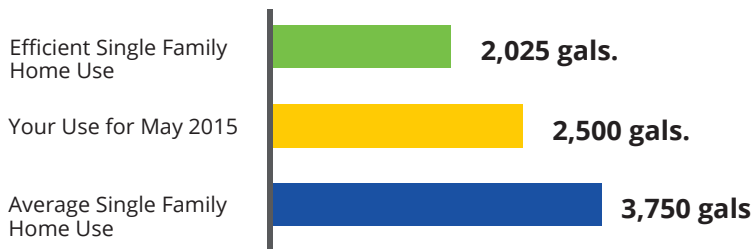
You saved = 575 gals.

*** NOTE:** Similar users are other single family homes in the AquaHawk Water District with an equivalent number of occupants and landscape area.

Monthly Use vs. Conservation Target



Last Month Comparison to Similar Users *



Utility Custom Message

The utility can enter a message to its customers here. Up to seven lines...
The utility can enter a message to its customers here. Up to seven lines...
The utility can enter a message to its customers here. Up to seven lines...
The utility can enter a message to its customers here. Up to seven lines...



Water Savings Rebates & Programs

AquaHawk Utility offers a several programs for reducing your water usage:

Rebates: Save water and money with conservation rebates

Turf Removal: Get paid to remove your lawn

Free Home Evaluations: Get a FREE home water survey

Visit our website at: www.WaterUtility.com



Create an Online Account

AquaHawk Utility offers a FREE customer portal where you can see your water usage, useful comparisons, and money-saving information.

Register at:
www.AquaHawkAlerting.com

You'll need a copy of your water bill.

SUPPLEMENTAL INFORMATION

5. Ability to set meter-specific notification preferences (e.g., text message, email, phone).

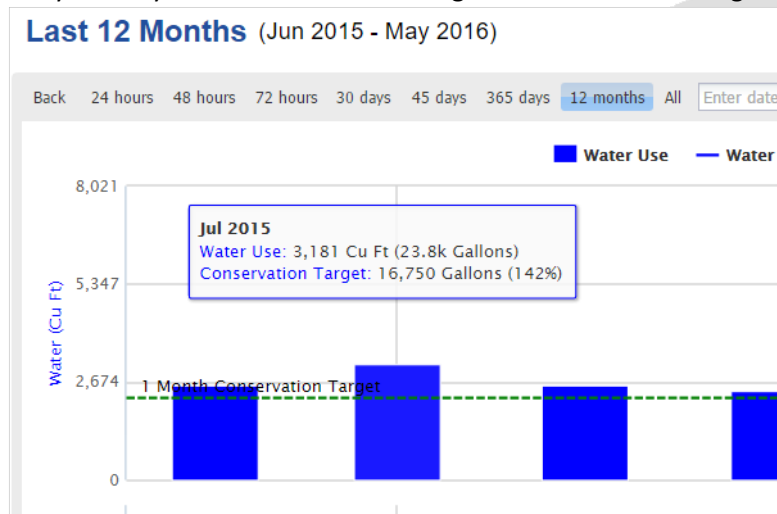
Customers who register for access to AquaHawk can specify their contact preference: text, e-mail, or automated phone call. City employees have the ability to send notifications using any contact information that has been recorded.

6. Ability to program conservation targets for participating customer accounts based on a specified baseline.

AquaHawk can be programmed to accommodate any conservation target calculation used by the City. Our system supports conservation targets, ordinance limits, water budgets, and more.

A Conservation Target line is added to the customer portal view so that users can see how they're doing against the goal. If the customer's usage reaches 80-100% (City specified) of the target, the system sends an automatic notification.

Employees can easily identify users who are exceeding their conservation targets.



7. Ability to generate reports flagging high usage, leaks, and usage history for specific accounts.

AquaHawk includes a variety of standard reports that list:

- # of accounts with leaks, continuous flow, and negative use
- # of alerts sent and what type.

8. Ability to vary customer messages for residential vs. commercial accounts.

Customer messages can be tailored to residential and commercial accounts.

9. Ability to flag residential and commercial anomalies separately.

AquaHawk analyzes residential and commercial accounts differently to determine if the account is experiencing an abnormal usage pattern.

SUPPLEMENTAL INFORMATION

10. Views of actual content provided to individual customers.

City employees will be able to view the content provided to customers, before it is delivered.

Required Scope of Services

1. Compatible with the City's Sensus Logic software.

AquaHawk does not use the Sensus Logic software layer but instead integrates data from the Sensus RNI.

2. Provide and implement the selected software program.

AmCoBi will host and implement the AquaHawk application for the City of Port Orange.

3. Host the software and Web interface external to City network servers.

AquaHawk is a cloud-based, Software-as-a-Service (SaaS) solution external to the City's network servers. It requires no additional hardware or software and is managed with a standard Web browser. Account and usage data are incorporated via secure FTP transfer. The workload for IT staff is minimal.

4. Provide data migration and verification.

AmCoBi will work with the City to obtain account and billing rate information. This data will be presented to the City for final review and approval.

5. Conduct initial and ongoing acquisition and integration of relevant data to serve as a basis for benchmarking consumption and formulating water use reports, including ongoing City customers' metered consumption data and other pertinent demographic data.

The accounts and meter read data files will be setup for automatic delivery to the AquaHawk SFTP site. This data can be used for benchmarking and formulating Water Use Reports.

6. Provide software support and warranty management. All personal, customer account information, and consumption data must remain confidential and secure, shall not be disclosed to any third parties, and shall meet all applicable state and federal security guidelines. Privacy policies, in full conformance with state and federal laws shall be implemented and shall be posted on the Proposer's sites.

Responsive and attentive support is one of the primary reasons AmCoBi has been able to attract forty-five (45) utility clients. Port Orange can expect this same level of service.

95% of all calls are answered immediately. A "live" person in Colorado will respond to your inquiry within twenty-four (24) hours. Should your inquiry require escalation, the software engineering team be notified immediately.

Customer account information and consumption data will be confidential and secure. It will not be disclosed to any third parties and it will meet applicable state and federal security guidelines.

A link to the City's privacy policy can be added or the standard AquaHawk privacy policy can be

SUPPLEMENTAL INFORMATION

used.

7. Provide secure Web portals for customers and City personnel to access meter account information.

AquaHawk is hosted at Amazon Web Services (AWS). This provider meets the most stringent levels of security, redundancy, reliability and scalability.

Their cloud-based computing platform is flexible, cost-effective, and instantly scales as more resources are required. The firm's service is secure, durable, and they maintain industry-recognized certifications and audits such as: ISO 27001 and SAS 70 Type II.

Backups are automated and geographically diverse replication prevents any data loss in the event of a hardware failure, network disruption, or large scale power outage. Disaster recovery is built-in.

AWS data centers have multiple layers of operational and physical security to ensure the City's data are safe and protected.

AquaHawk is accessible using industry standard best practices regarding website and data transmission encryption. This includes all interactions for customer and utility staff working with the application via HTTPS encrypted Web addresses as well as data import (typically performed via secure SFTP file transfer or secure Web services).

8. Provide support and training to City staff.

Unlimited training for up to five (5) employees is included as part of the AquaHawk setup fee. Second tier telephone and e-mail support is included for City employees as part of the ongoing monthly fee.

9. Provide user guides and/or help functions for customer interface and project administration Functions.

User guides are provided to City employees during product training.

10. Provide bi-monthly reports of customer participation.

Reports showing customer participation can be provided on a daily, weekly, monthly, or bimonthly basis.

SUMMARY

Summary

AquaHawk is a proven, reliable, and customizable solution that will meet the City of Port Orange's requirements for a Customer Portal Alerting System. The application offers a user-friendly mobile and Web experience that will help customers efficiently manage their water use, and encourage them to utilize online bill payment and paperless billing services.

The advanced leak detection and notification capabilities ensure that all customers are notified promptly, when issues arise. AquaHawk makes it easier for the City to achieve its water conservation goals, and offers a comprehensive set of tools to help employees do their daily jobs more efficiently.

The AquaHawk product is delivering measurable results to more water utilities than any other portal application available. But the service and support offered by our organization will amaze your Team, during the deployment, and for years to come.

We look forward to working with your City on this customer portal project.

Sincerely,



Todd A. Brehe
AquaHawk

- End -



INTENT TO AWARD

RFP # 16-21

CUSTOMER PORTAL ALERTING SYSTEM FOR WATER UTILITIES

June 30, 2016

Purchasing received three (3) proposal submittals for RFP # 16-21, Customer Portal Alerting System for Water Utilities.

After review of the proposals submitted, the Evaluation Committee has made its recommendation to award to American Conservation & Billing Solutions, Inc.

Recommendation to award will be presented for City Council approval on August 16, 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-16-2016
RFP TITLE: CUSTOMER PORTAL ALERTING SYSTEM for WATER UTILITIES
OPENING DATE/TIME: JUNE 10, 2016 AT 2:30 P.M.

		Response 1	Response 2	Response 3	Response 4
Submittal Required Forms (mark "yes" or "no")		American Conservation & Billing Solutions, Inc. (AmCoBi) Colorado Springs, Colorado	Sensus USA Inc. Raleigh, North Carolina	WaterSmart Software San Francisco, California	
1	Form 9.1 Submittal Checklist	Yes	Yes	Yes	
2	Form 9.2 Proposer's Acknowledgment	Yes	Yes	Yes	
3	Form 9.3 Drug Free Preference Statement	Yes	Yes	Yes	
4	Form 9.4 Statement on Public Entity Crimes	Yes	Yes	Yes	
5	Form 9.5 Affidavit of Anti-Collusion	Yes	Yes	Yes	
6	Form 9.6 Authorized Signatures/Negotiators	Yes	Yes	Yes	
7	Form 9.7 Local Business Affidavit of Eligibility	Yes	Yes	Yes	
8	Form 9.8 Vendor Information Form & W-9	Yes	Yes	Yes	
9	Exhibit 1 - Cost/Fee Proposal (Tab F)	Yes	Yes	Yes	
10	Exhibit 2 - Questionnaire (Tab E)	Yes	Yes	Yes	
1 Original, 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 OF WRITTEN PROPOSALS**

RFP # 16-21 Customer Portal Alerting System for Water Utilities

Evaluation Committee Meeting

Meeting Date: June 15, 2016 @ 11:00 a.m.

Company Name	Evaluation Committee Members					Total Ranking Score	Final Rank
	Graeme Gardiner	Andrew Neff	Rick Wilson	Tracey Riehm	James Hicks		
American Conservation & Billing Solutions, Inc. (AmCoBi)	84	83	81	82	87	417	1
Sensus USA Inc.	72	81	72	71	84	380	3
WaterSmart Software	82	82	73	58	87	382	2

RECOMMENDATION OF AWARD

American Conservation & Billing Solutions, Inc. (AmCoBi)

Purchasing Manager:

A handwritten signature in black ink, appearing to read "Lana M. Fyl", written over a horizontal line.

FORM 9.8 - 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: 6/9/2016

FIRM NAME: American Conservation & Billing Solutions, Inc.

ADDRESS: PO Box 51356

CITY: Colorado Springs STATE: CO ZIP CODE: 80949

If remittance payment address is different than application or W9 please fill out below:

ADDRESS: _____

TEL. # (including area code): (877) 410-0167 FAX.# (719) 599-4057

SIGNATURE PERSON FILING APPLICATION: _____

PRINTED NAME: M. Bobby Lee

TITLE: President

FEDERAL I.D. (F.E.I.N.) # 26-4208986

E-MAIL ADDRESS: Bobby@AmCoBi.com

(Authorized Company Representative)

COMPANY STATUS:

INCOPORATED: ☒ Y ☐ N State Incorporated: Colorado Year: 2009

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: Todd A. Brehe

Printed/Types Name: M. Bobby Lee / Todd A. Brehe Title: President / Director

Commodity/Services Custom software for water distribution analytics and a customer portal alerting system for water utilities.

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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
American Conservation & Billing Solutions, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership):
☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate
Note. For a single-member LLC that is disregarded, do not check LLC, check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any):
Exemption from FATCA reporting code (if any):
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
PO Box 51356

6 City, state, and ZIP code
Colorado Springs, CO 80949

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally 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 instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

2	6	-	4	2	0	8	9	8	6
---	---	---	---	---	---	---	---	---	---

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); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here Signature of U.S. person ▶ 

Date ▶ **1/26/2015**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- 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, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/16/2016

Consent item: Yes

SUBJECT: Allied Universal Corporation Change Order No 1 to the Standard Contract for Services, signed September 22, 2015

DEPARTMENT: Public Utilities

GOAL: N/A

OBJECTIVE: N/A

RECOMMENDED MOTION: Move to approve Change Order No 1 to the Standard Contract for Services with Allied Universal Corporation for the purchase of Liquid Sodium Hypochlorite, per Bid 15-24 Water and Wastewater Chemicals in the amount of \$62,640 for a revised contract amount not to exceed \$362,760; and to authorize the Mayor and City Clerk to execute all required contract documents.

SUMMARY: On September 22, 2015, the City approved a Standard Contract for Services with Allied Universal Corporation for the purchase of Liquid Sodium Hypochlorite pursuant to Bid B15-24 Water and Wastewater Chemicals.

Change Order No 1 request is for an additional spending authority of \$62,640 for a revised contract amount of \$362,760. This change is necessary to cover the initial term of the contract.

When we requested the Standard Contract for Services, we based the amount and quantities on a 12-month term instead of a 15-month initial term. The initial term of this contract is for October 1, 2015 and expires on December 31, 2016, with a 12-month renewal option. Currently there is not enough authorized spending authority to cover the 15-month initial term of the contract.

Per Ordinance No 2015-30, City Code 2-272, this Change Order will require the approval of the City Council.

Project No.: none
None

Funding Account No.: 40102005335219
40104005355219

ATTACHMENTS:

1.	Change Order No 1 - Allied Univ. Corp	Allied Univeral - Change Order No 1.pdf
2.	Chemical Contract Change Orders	Chemical Change Order 1.pdf
3.	Allied Univ Corp contract	FY2016 Sodium Hypochlorite.pdf

	tracking	
4.	Standard Contract for Services	Allied Universal Corporation - Standard Contract 9-22-15.pdf

Julia Wiggins	Created/Initiated - 07/25/2016
Julia Wiggins	Approved - 07/25/2016
Rick Wilson	Approved - 07/25/2016
Diana Fye	Approved - 07/28/2016
Tracey Riehm	Approved - 08/04/2016
Margaret Roberts	Approved - 08/12/2016
M. Jake Johansson	Approved - 08/12/2016
Robin Fenwick	Final Approval - 08/12/2016

CHANGE ORDER NO. 1
To the Standard Agreement, signed September 22, 2015
Effective date, October 1, 2015
Allied Universal Corporation, Contractor

Project: Purchase of Liquid Sodium Hypochlorite – per Bid B15-24 Water and Wasterwater Chemicals

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ 300,120	Original Contract Times Substantial Completion: ____ days Final Completion: 457 days
Net changes from previous Change Order: \$0	Changes in contract time from previous Change Orders: 0 days
Contract Price prior to this Change Order: \$ 300,120	Contract Completion Date prior to this Change Order: Final Completion: December 31, 2016
Net Increase (decrease) of this Change Order No 1: \$ 62,640	Changes in contract time requested this Change Order No. 1: (Requires Council Approval) 0 days
Contract Price with all approved Change Orders: \$ 362,760	Contract Times with all approved Change Orders: Final Completion: December 31, 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 25, 2015.
- II. REQUIRED CHANGES: To provide additional spending authorization to purchase Liquid Sodium Hypochlorite, under Bid B15-24. No goods shall be delivered nor services commenced hereunder until this Change Order has been fully executed by all parties.
- III. JUSTIFICATION: Required for additional spending approval to purchase Liquid Sodium Hypochlorite for the Water and Wastewater Plants. The initial term of this contract is for a 15-month time period. The original chemical quantity and spending authorization of \$300,120 was based on a 12-month initial contract term. This will leave us short to purchase this chemical for October 2016 through December 2016. We are requesting an additional \$62,640 for a new contract amount of \$362,760. Funds are available in FY16 and FY17 and is contingent upon Council approval of the FY17 Operating Budget.
- 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 **Three Hundred Sixty-two Thousand Seven Hundred Sixty dollars and no cents. (\$362,760.00)**. 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:

PUBLIC UTILITIES

Department

ACCEPTED BY:

ALLIED UNIVERSAL CORPORATION

CONTRACTOR

By: _____

Julia Wiggins, Public Utilities Budget
Analyst

By: _____

James Palmer, President

Date Signed: 8/4/2016

Date Signed: 8/3/2016

RECOMMENDED BY:

N/A

City's Representative

RECOMMENDED BY:

N/A

Engineer of Record

By: _____

Printed Name

Title: _____

By: _____

Printed Name: _____

Title: _____

Date Signed: _____

Date Signed: _____

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By: 
Rick Wilson, Interim Public Utilities Director

Date Signed: 8/4/16

City Manager

By: _____
M. H. Johansson, City Manager

Date Signed: _____

If Council approval is required:

Affirmed:

By: _____
Allen Green, City Manager

Robin L. Fenwick, CMC, City Clerk

Date Signed: _____

Date Signed: _____

Chemical Contract - Change Orders

Vendor	Chemical	Current Contract Amount	Current Encumbrance	Contract Balance	Additional Spending Authority	Change Order Amount	Revised Contract Amount
Airgas Carbonic, Inc.	Liquid Carbon Dioxide	\$ 33,300.00	\$ (33,300.00)	\$ -	\$ 8,250.00	\$ 8,250.00	\$ 41,550.00
Allied Universal	Liquid Sodium Hypochlorite	\$ 97,760.00	\$ (75,000.00)	\$ 22,760.00	no change	no change	no change
Carmeuse Lime & Stone	Bulk Quicklime	\$ 350,172.00	\$ (350,000.00)	\$ 172.00	\$ 87,500.00	\$ 87,328.00	\$ 437,500.00
Harcross Chemicals	Hydrofluosilicic	\$ 17,856.00	\$ (17,000.00)	\$ 856.00	\$ 8,500.00	\$ 7,644.00	\$ 25,500.00
Hawkins, Inc	Ammonium Sulfate	\$ 25,600.00	\$ (25,000.00)	\$ 600.00	\$ 7,000.00	\$ 6,400.00	\$ 32,000.00
Polydyne, Inc	Anionic Polymner	\$ 8,190.00	\$ (8,190.00)	\$ -	\$ 3,276.00	\$ 3,276.00	\$ 11,466.00
Water Plant		\$ 532,878.00	\$ (508,490.00)	\$ 24,388.00	\$ 114,526.00	\$ 112,898.00	\$ 548,016.00
Allied Universal	Liquid Sodium Hypochlorite	\$ 202,360.00	\$ (190,000.00)	\$ 12,360.00	\$ 75,000.00	\$ 62,640.00	\$ 265,000.00
Cedarchem, LLC	Polyaluminum Chloride Blend	\$ 53,325.00	\$ (50,000.00)	\$ 3,325.00	\$ 54,000.00	\$ 50,675.00	\$ 104,000.00
Environmental Opr Sol	Recycled Methanol	\$ 128,800.00	\$ (100,000.00)	\$ 28,800.00	\$ 45,000.00	\$ 16,200.00	\$ 145,000.00
Polydyne, Inc	Emulson Polymer	\$ 34,155.00	\$ (34,155.00)	\$ -	no change	no change	no change
Premier Magnesia, LLC	Magnesium Hydroxide	\$ 149,400.00	\$ (100,000.00)	\$ 49,400.00	\$ 65,000.00	\$ 15,600.00	\$ 165,000.00
Thatcher Chemicals	Liquid Sodium Bisulfite	\$ 31,082.00	\$ (10,000.00)	\$ 21,082.00	no change	no change	no change
Thatcher Chemicals	Methanol	\$ 165,600.00	\$ (50,000.00)	\$ 115,600.00	no change	no change	no change
Reclaimed Water Plant		\$ 764,722.00	\$ (534,155.00)	\$ 230,567.00	\$ 239,000.00	\$ 145,115.00	\$ 679,000.00
Total		\$ 1,297,600.00	\$ (1,042,645.00)	\$ 254,955.00	\$ 353,526.00	\$ 258,013.00	\$ 1,227,016.00

**CONTRACT TRACKING FILE
FY2016**

VENDOR INFORMATION:

Vendor:	Allied Universal	COPO Bid	B15- 0400 Liq Sodium Hypochlorite
		24	
Vendor No:	15052	Contract Dates:	October 1, 2015-December 31, 2016
Contract No:	CA5015	Renewal No 1	January 1, 2016 - December 31, 2017

Vendor Packet:	8/1/2013	Cent of Ins:	8/31/2015
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Acct #	401 0200 533 5219	\$ 97,760.00	Bond: n/a
	401 0400 535 5219	\$ 202,360.00	
CO1	401 0400 535 5219	\$ 62,640.00	
		<u>\$ 362,760.00</u>	

Approval Dates:

Original:	Sept 22, 2015	Amount:	\$ 300,120.00
Council:	August 2, 2016	Chg Order No 1	\$ 62,640.00
			\$ -
			\$ -
			\$ -

Total:		\$ 362,760.00
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Orig. approx. 53,994 gal @ .488 per gal Liq Sodium Hypochlorite

PURCHASE ORDER TRACKING:					\$ 362,760.00
10/7/2016	135374	WTP	070519		\$ (75,000.00)
10/7/2015	135376	WWTP	070520		\$ (100,000.00)
4/28/2016	136190	WWTP	070520	CO#1	\$ (90,000.00)
					\$ -
					\$ -
Total:					\$ 97,760.00



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this 22 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 **ALLIED UNIVERSAL CORPORATION**, a Florida corporation whose principal address is 3901 NW 115 Avenue, Miami, Florida 33178 ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. Provision of Services

- (a) The Contractor hereby agrees to provide liquid sodium hypochlorite to the City of Port Orange pursuant to BID No. 15-24 and the specifications attached hereto as Exhibit "1".
- (b) The time, manner and place for performance of such services shall be:

Term: Notwithstanding the date of execution by the City and Contractor, the initial term of this Contract shall be effective commencing on October 1, 2015 and shall continue until December 31, 2016.

Renewals: This Contract may be renewed for an additional one-year period, commencing on January 1, 2017 and shall continue until December 31, 2017, upon written agreement of the Parties.

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 Order(s) issued and executed by the City. 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 subject to a limit up to but not to exceed Three Hundred Thousand One Hundred Twenty and 00/100 Dollars (\$300,120.00) annually for the term of the 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.

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> <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 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 — 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	

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:	Allied Universal Corporation Attention: Catherine Guillarmod, Executive Administrator 3901 NW 115 Avenue Miami, Florida 33178 (305) 888-2623 – business CathieG@Allieduniversal.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.

Witnesses:

[Signature]
Printed Name: Stabeira Piedra

[Signature]
Printed Name: Gilda Fair

ALLIED UNIVERSAL CORPORATION

By: [Signature]
James Palmer, 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: 9-16-15

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 16 day of SEPT, 2015, by James Palmer, as President of Allied Universal Corporation, 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

Frances Gosnell
Printed Name: Frances Gosnell

By: Allen Green
Allen Green, Mayor

Barbara J. Abbate
Printed Name: Barbara J. Abbate

Date: September 22, 2015

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 22nd day of Sept., 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
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: Sept. 22, 2015

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 22nd day of Sept., 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
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

[CA 5015]

SPECIFICATIONS FOR LIQUID SODIUM HYPOCHLORITE

Estimated Usage: Fiscal Year 2015-2016

200,000 gallons Garnsey Water Treatment Plant
375,000 gallons Port Orange Reclaimed Water Treatment Plant
40,000 gallons Port Orange Reclaim Lake Facility

Total estimated usage: 615,000 gallons

Estimated quantities are for bidding purposes only and do not guarantee the quantities that will be purchases as a result of this bid.

Specifications of Material:

Hypochlorite supplied under this contract shall be tested and certified as meeting these specifications and those of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60), Drinking Water Treatment Chemicals Health Effects.

Hypochlorite delivered under this contract shall have a minimum of 120 Grams per Liter (GPL) available chlorine equivalent to 10.85 percent sodium hypochlorite by weight). Product shall be a clear straw colored liquid with no visible cloudiness, impurities, or sediment.

Hypochlorite delivered under this contract shall have a minimum of 0.15 percent by weight sodium hydroxide and a maximum of 0.45 weight percent sodium hydroxide.

Hypochlorite delivered under this contract shall meet the following containment concentration limits:

Iron	< 0.3 mg/L
Copper	< 0.03 mg/L
Nickel	< 0.03 mg/L
Chlorate	< 2,000 mg/L
Bromate	< 15 mg/L
Perchlorate	< 10 mg/L
Hardness	< 5 mg/L as calcium carbonate
Suspended Solids Test Time	< 3 minutes

The suspended solids in the sodium hypochlorite shall be minimized and the shipments delivered shall achieve a filtration time of less than 3 minutes for 1000 ml. Additionally, the hypochlorite must be able to pass through 1-micron nominal bag filters on Port Orange's fill line such that only one bag filter needs to be changed for each delivery. In the event that more than one bag filter must be changed during the delivery (because of plugging issues) OR the delivery takes more than one hour and 15 minutes then the delivery shall be deemed unacceptable.

Additional Bidding Documents & Requirements:

None.

Proposal Evaluation:

The City shall consider the Supplier's quality, safety record, reliability, and previous performance in the industry in determining the lowest and best bidder for this product.

Delivery Requirements:

Contractor shall make "normal" deliveries within three (3) calendar days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent Port Orange from running out of sodium hypochlorite in less than 24 hours. Port Orange shall endeavor to minimize the number of "emergency" deliveries.

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of sodium hypochlorite shall be supplied by the Contractor and shall be clean and free from contaminating material. Port Orange may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Port Orange approved, leak-free connection device between the trailer and Port Orange's intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled liquid sodium hypochlorite. If the spill is not cleaned up, Port Orange will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charge to the Contractor and deducted from the amount due to the Contractor. If Port Orange's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

No deliveries will be accepted by Port Orange unless accompanied by said certified laboratory report for the specific batch of sodium hypochlorite delivered showing the above data and that it conforms to the required specifications.

A certified report from the manufacturer shall be submitted for each sodium hypochlorite delivery. The report shall contain the following data:

- Date and Time of Manufacture
- Percent by Weight Sodium Hypochlorite
- Excess Sodium Hydroxide
- Specific Gravity (Referenced to a temperature)
- Suspended Solids Test Time

Delivery Locations:

Delivery is to be made between the hours of 7:30 A.M. and 3:30 P.M. Monday through Friday to:

1. **Garnsey Water Treatment Plant**, 4440 Wellfield Road, Port Orange, FL 32119. Port Orange owns two (2) 5,200-gallon storage tanks. Approximate delivery requirement: 5,050 gallons.
2. **Reclaimed Water Treatment Plant**, 817 Oak Street, Port Orange, FL 32127. Port Orange owns two (2) 5,200-gallon storage tanks. Approximate delivery requirement: 5,050 gallons.
3. **Reclaim Lake Facility**, 2401 Bear Trail Rd, Port Orange, FL 32127. Port Orange owns one (1) 2,500-gallon storage tank. Approximate delivery requirement: 1,500 gallons.

Sampling and Testing Prior To Unloading:

The Contractor's delivery trailer shall have a sample port to provide a sample for analysis prior to hooking up and unloading the trailer. The Contractor's delivery personnel (driver) shall provide a sample of hypochlorite before the shipment is hooked up and unloaded in the presence of Port Orange. Port Orange will supply the sample container and the driver shall collect the sample from the tank truck and turn it over to Port Orange. The sample shall be considered representative of the lot. Port Orange reserves the right to subject samples of the hypochlorite to quick analyses to ensure that it meets basic conditions of the specification with respect to specific gravity, weight percent of sodium hypochlorite, sodium hydroxide, and suspended solids. Any lot tested by Port Orange that fails to comply with the specifications shall constitute grounds for rejection of that lot. No payment shall be made for hypochlorite that is rejected. The Contractor or its subcontractors shall allow 45 minutes for this testing to be completed. If testing cannot be completed within the 45-minute period, Port Orange shall allow the Contractor to unload the shipment. In the event that the load is rejected, the Contractor shall have four (4) hours to supply another shipment. In the event that the Contractor is unable or unwilling to supply another shipment within this time period, Port Orange has the right to procure a shipment from another source. Two rejections of a lot or shipment, two failures to supply a sample on demand prior to unloading chemical, or two failures of demand sample to meet specified 10.85% by weight Sodium Hypochlorite and 12.00% trade volume available Chlorine subsequent to our quick lab analysis will result in automatic termination of the Contractor's supply contract of the Hypochlorite.

Port Orange reserves the right to subject samples of the hypochlorite to complete analyses to ensure that it meets EPA specifications, AWWA B300-04 specifications, and the supplemental specifications included with this document.

Bid price shall be firm for contract duration and shall be F.O.B. site of use.

Invoices:

The Contractor shall submit itemized invoices, including a Bill of Lading listing the delivery site, date of delivery, beginning and ending tank volume and total gallons delivered for each location.

The Contractor shall submit all invoices to Port Orange Finance Department by mail or e-mail at apbilling@port-orange.org.

Terms of Contract:

Awarded successful bidder will be required to enter into a Standard Contract for Supplies for a period of fifteen (15) months, starting October 1, 2015 and ending December 31, 2016, with an option for renewal of an additional one (1) year extension, if mutually agreeable with both parties.

IN THE EVENT THE SUPPLIER IS UNABLE TO MEET BID SPECIFICATIONS AND/OR QUANTITIES THE VENDOR WILL BE CONSIDERED IN DEFAULT AND THE CITY RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE AS OUTLINED IN GENERAL REQUIREMENTS #21.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/16/2016

Consent item: Yes

SUBJECT: Carmeuse Lime & Stone, Inc. - Change Order No 1 to the Standard Contract for Services, signed September 22, 2015

DEPARTMENT: Public Utilities

GOAL: N/A

OBJECTIVE: N/A

RECOMMENDED MOTION: Move to approve Change Order No 1 to the Standard Contract for Services with Carmeuse Lime & Stone, Inc. for the purchase of High Calcium Bulk Quicklime, per Bid 15-24 Water and Wastewater Chemicals in the amount of \$87,328 for a revised contract amount not to exceed \$437,500; and to authorize the Mayor and City Clerk to execute all required contract documents.

SUMMARY: On September 22, 2015, the City approved a Standard Contract for Services with Carmeuse Lime & Stone, Inc. for the purchase of High Calcium Bulk Quicklime pursuant to Bid B15-24 Water and Wastewater Chemicals.

Change Order No 1 request is for an additional spending authority of \$87,328 for a revised contract amount of 437,500. This change is necessary to cover the initial term of the contract.

When we requested the Standard Contract for Services, we based the amount and quantities on a 12-month term instead of a 15-month initial term. The initial term of this contract is for October 1, 2015 and expires on December 31, 2016, with a 12-month renewal option. Currently there is not enough authorized spending authority to cover the 15-month initial term of the contract.

Per Ordinance No 2015-30, City Code 2-272, this Change Order will require the approval of the City Council.

Project No.: None Funding Account No.: 40102005335219
40102005335219

ATTACHMENTS:

1.	Carmeuse - Change Order No 1	Carmeuse - Change Order No 1.pdf
2.	Chemcial Change Order	Chemical Change Order 1.pdf
3.	FY2016 Carmeuse Contract Tracking	FY2016 - Carmeuse Contract Tracking.pdf
4.	Approved Standard Contract for	Carmeuse Lime Stone - Standard Contract 9-

	Services	22-15.pdf
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Julia Wiggins	Created/Initiated - 07/25/2016
Julia Wiggins	Approved - 07/25/2016
Rick Wilson	Approved - 07/25/2016
Diana Fye	Approved - 07/28/2016
Tracey Riehm	Approved - 08/04/2016
Margaret Roberts	Approved - 08/12/2016
M. Jake Johansson	Approved - 08/12/2016
Robin Fenwick	Final Approval - 08/12/2016

CHANGE ORDER NO. 1
To the Standard Agreement, signed September 22, 2015
Effective date, October 1, 2015
Carmeuse Lime & Stone, Inc., Contractor

Project: Purchase of High Calcium Bulk Quicklime – per Bid B15-24 Water and Wasterwater Chemicals

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ 350,172	Original Contract Times Substantial Completion: ____ days Final Completion: 457 days
Net changes from previous Change Order: \$0	Changes in contract time from previous Change Orders: 0 days
Contract Price prior to this Change Order: \$ 350,172	Contract Completion Date prior to this Change Order: Final Completion: December 31, 2016
Net Increase (decrease) of this Change Order No 1: \$ 87,328	Changes in contract time requested this Change Order No. 1: (Requires Council Approval) 0 days
Contract Price with all approved Change Orders: \$ 437,500	Contract Times with all approved Change Orders: Final Completion: December 31, 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 22, 2015.
- II. REQUIRED CHANGES: To provide additional spending authorization to purchase High Calcium Bulk Quicklime, under Bid B15-24. No goods shall be delivered nor services commenced hereunder until this Change Order has been fully executed by all parties.
- III. JUSTIFICATION: Required for additional spending approval to purchase High Calcium Bulk Quicklime for the Water Plant. The initial term of this contract is for a 15-month time period. The original chemical quantity and spending authorization of \$350,172 was based on a 12-month initial contract term. This will leave us short to purchase this chemical for October 2016 through December 2016. We are requesting an additional \$87,328 for a new contract amount of \$437,500. Funds are available in FY16 and FY17 and is contingent upon Council approval of the FY17 Operating Budget.
- 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 **Four Hundred Thirty-seven Thousand Five Hundred dollars and no cents. (\$437,500)**. 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:

PUBLIC UTILITIES

Department

By: _____

Julia Wiggins
Julia Wiggins, Public Utilities Budget
Analyst

ACCEPTED BY:

CARMEUSE LIME & STONE, INC.

CONTRACTOR

By: _____

Jack Fahler
~~Bruce D. Routledge~~ VP of Sales &
Marketing, Jack Fahler

Date Signed: July 28, 2016

Date Signed: July 27, 2016

RECOMMENDED BY:

N/A

City's Representative

By: _____

Printed Name

Title: _____

Date Signed: _____

RECOMMENDED BY:

N/A

Engineer of Record

By: _____

Printed Name: _____

Title: _____

Date Signed: _____

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By: 
Rick Wilson, Interim Public Utilities Director

Date Signed: 7/27/14

City Manager

By: _____
M. H. Johansson, City Manager

Date Signed: _____

If Council approval is required:

Affirmed:

By: _____
Allen Green, City Manager

Robin L. Fenwick, CMC, City Clerk

Date Signed: _____

Date Signed: _____

Chemical Contract - Change Orders

Vendor	Chemical	Current Contract Amount	Current Encumbrance	Contract Balance	Additional Spending Authority	Change Order Amount	Revised Contract Amount
Airgas Carbonic, Inc.	Liquid Carbon Dioxide	\$ 33,300.00	\$ (33,300.00)	\$ -	\$ 8,250.00	\$ 8,250.00	\$ 41,550.00
Allied Universal	Liquid Sodium Hypochlorite	\$ 97,760.00	\$ (75,000.00)	\$ 22,760.00	no change	no change	no change
Carmeuse Lime & Stone	Bulk Quicklime	\$ 350,172.00	\$ (350,000.00)	\$ 172.00	\$ 87,500.00	\$ 87,328.00	\$ 437,500.00
Harcross Chemicals	Hydrofluosilicic	\$ 17,856.00	\$ (17,000.00)	\$ 856.00	\$ 8,500.00	\$ 7,644.00	\$ 25,500.00
Hawkins, Inc	Ammonium Sulfate	\$ 25,600.00	\$ (25,000.00)	\$ 600.00	\$ 7,000.00	\$ 6,400.00	\$ 32,000.00
Polydyne, Inc	Anionic Polymner	\$ 8,190.00	\$ (8,190.00)	\$ -	\$ 3,276.00	\$ 3,276.00	\$ 11,466.00
Water Plant		\$ 532,878.00	\$ (508,490.00)	\$ 24,388.00	\$ 114,526.00	\$ 112,898.00	\$ 548,016.00
Allied Universal	Liquid Sodium Hypochlorite	\$ 202,360.00	\$ (190,000.00)	\$ 12,360.00	\$ 75,000.00	\$ 62,640.00	\$ 265,000.00
Cedarchem, LLC	Polyaluminum Chloride Blend	\$ 53,325.00	\$ (50,000.00)	\$ 3,325.00	\$ 54,000.00	\$ 50,675.00	\$ 104,000.00
Environmental Opr Sol	Recycled Methanol	\$ 128,800.00	\$ (100,000.00)	\$ 28,800.00	\$ 45,000.00	\$ 16,200.00	\$ 145,000.00
Polydyne, Inc	Emulson Polymer	\$ 34,155.00	\$ (34,155.00)	\$ -	no change	no change	no change
Premier Magnesia, LLC	Magnesium Hydroxide	\$ 149,400.00	\$ (100,000.00)	\$ 49,400.00	\$ 65,000.00	\$ 15,600.00	\$ 165,000.00
Thatcher Chemicals	Liquid Sodium Bisulfite	\$ 31,082.00	\$ (10,000.00)	\$ 21,082.00	no change	no change	no change
Thatcher Chemicals	Methanol	\$ 165,600.00	\$ (50,000.00)	\$ 115,600.00	no change	no change	no change
Reclaimed Water Plant		\$ 764,722.00	\$ (534,155.00)	\$ 230,567.00	\$ 239,000.00	\$ 145,115.00	\$ 679,000.00
Total		\$ 1,297,600.00	\$ (1,042,645.00)	\$ 254,955.00	\$ 353,526.00	\$ 258,013.00	\$ 1,227,016.00

CONTRACT TRACKING FILE
FY2016

VENDOR INFORMATION:

Vendor:		Carmeuse Lime	COPO Bid B15-24	0200 high calcium bulk Quicklime
Vendor No:		256665	Contract Dates: October 1, 2015 - December 31, 2016	
Contract No:		CA5017	Renewal no 1: January 1, 2016 - December 31, 2017	
Vendor Packet:		11/14/2012	Cent of Ins:	Emailed 7/25/16
Acct #		401 0200 533 5219	Bond:	n/a

Approval Dates:			
Original	September 22, 2015	Amount:	\$ 350,172.00
Chg Order 1 Pending CC 8/16/16			\$ 87,500.00
			\$ -
			\$ -
Total:			\$ 437,672.00

Approx. 1,800 tons @ \$194.54 per ton of high calcium bulk Quicklime

PURCHASE ORDER TRACKING:			\$ 437,672.00
10/7/2015	135369	70517	\$ -
			\$ (350,000.00)
			\$ -
			\$ -
Total:			\$ 87,672.00



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this 22 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 **CARMEUSE LIME & STONE, INC.**, a Delaware corporation whose principal address is 11 Stanwix Street, 21st Floor, Attention Tax Department, Pittsburgh, Pennsylvania 15222 ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. Provision of Services

- (a) The Contractor hereby agrees to provide High Calcium Bulk Quicklime to the City of Port Orange pursuant to BID No. 15-24 and the specifications attached hereto as Exhibit "1".
- (b) The time, manner and place for performance of such services shall be:

Term: Notwithstanding the date of execution by the City and Contractor, the initial term of this Contract shall be effective commencing on October 1, 2015 and shall continue until December 31, 2016.

Renewals: This Contract may be renewed for an additional one-year period, commencing on January 1, 2017 and shall continue until December 31, 2017, upon written agreement of the Parties.

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 Order(s) issued and executed by the City. 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 subject to a limit up to but not to exceed Three Hundred Fifty Thousand One Hundred Seventy-Two and 00/100 Dollars (\$350,172.00) annually for the term of the 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.

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 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	

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:	Carmeuse Lime & Stone, Inc. Attention: Bruce D. Routhieaux, Vice President of Sales 11 Stanwix Street 21 st Floor Pittsburgh, Pennsylvania 15222 (412) 995-5500 – business (412) 995-5515 – facsimile josie.zihmer@carmeusena.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**

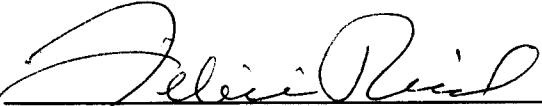
This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature 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.

Witnesses:

CARMEUSE LIME & STONE, INC.


Printed Name: Kevin J. Whyte, Secretary


Printed Name: Felicia Reid, Sales Admin.

By: Bruce D. Routhieaux
~~Yes~~ ~~Willms, CEO~~ Bruce D. Routhieaux, VP of Sales & Marketing *

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: September 17, 2015

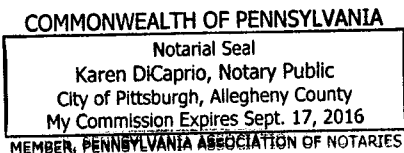
STATE OF PENNSYLVANIA
COUNTY OF ALLEGHENY

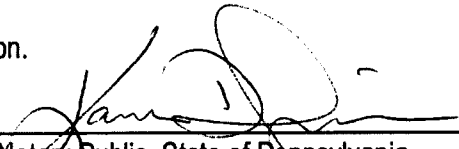
* See attached Corporate Resolution

The foregoing instrument was acknowledged before me this 17th day of September, 2015, by Bruce D. Routhieaux
~~Willms, as CEO~~ of Carmeuse Lime & Stone, Inc., a Delaware corporation, and who:
as VP of Sales & Marketing

(Notary: Please select one)

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




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

Witnesses:

CITY OF PORT ORANGE

Frances Gosnell

Printed Name: Frances Gosnell

By:

Allen Green, Mayor

Barbara J. Abbate

Printed Name: Barbara J. Abbate

Date:

September 22, 2015

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 22nd day of Sept, 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

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, CMO/City Clerk

Barbara J. Abbate

Printed Name: Barbara J. Abbate

Date:

September 22, 2015

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 22nd day of Sept, 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:

[CA 5017]

SPECIFICATIONS FOR HIGH CALCIUM BULK QUICKLIME

Estimated Usage: Fiscal Year 2015-2016

1,800 Tons

Estimated quantities are for bidding purposes only and do not guarantee the quantities that will be purchases as a result of this bid.

Specifications:

The high calcium bulk quicklime shall be furnished in accordance with the following general specifications and shall conform to the standards as set forth by the AWWA B 202-88 regarding quicklime, except as amended by the City of Port Orange, Florida.

- 1.) The standards shall read 92% calcium oxide instead of 90% calcium oxide.
- 2.) Content of the inert unslakable materials (Silica or grit) after 3 - 5 minutes contact time, shall be 1% maximum.
- 3.) IN CONTENT section shall be omitted and paragraph 1 & 2 shall apply.

The quicklime shall be delivered into the lime silo bins by truck to be used for the purpose of water treatment and will have an average grain size of 1/8" (rice) size rock (10 mesh). No materials shall be retained on a 1/2" sieve and **no** more than five percent (5%) should remain on a 100 U.S. Standard as stated. Delivery will be accepted when and if needed and shall be made within forty-eight (48) hours after telephone notification of the required need. Bin is located at the Charles B. Garnsey Water Plant.

Additional Bidding Documents & Requirements:

None.

Proposal Evaluation:

The City shall consider the Supplier's quality, safety record, reliability, and previous performance in the industry in determining the lowest and best bidder for this product.

Delivery Location:

Delivery is to be made between the hours of 7:30 A.M. and 3:30 P.M. Monday through Friday to:

**Charles B. Garnsey Water Treatment Plant
4400 Wellfield Road
Port Orange, Florida 32119**

Each shipment will be accompanied by a chemical analysis indicating the availability of calcium oxide, temperature rise and insoluble matter, or will be available for inspection

before acceptance of the delivery.

Bid price shall be firm for contract duration and shall be F.O.B. site of use.

Invoices:

The Contractor shall submit itemized invoices, including a Bill of Lading listing the delivery site, date of delivery, beginning and ending tank volume and total gallons delivered for each location.

The Contractor shall submit all invoices to Port Orange Finance Department by mail or e-mail at apbilling@port-orange.org.

Terms of Contract:

Awarded successful bidder will be required to enter into a Standard Contract for Supplies for a period of fifteen (15) months, starting October 1, 2015 and ending December 31, 2016, with an option for renewal of an additional one (1) year extension, if mutually agreeable with both parties.

IN THE EVENT THE SUPPLIER IS UNABLE TO MEET BID SPECIFICATIONS AND/OR QUANTITIES THE VENDOR WILL BE CONSIDERED IN DEFAULT AND THE CITY RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE AS OUTLINED IN GENERAL REQUIREMENTS #21.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/16/2016

Consent item: Yes

SUBJECT: Award of RFP #16-22, Disaster Debris Removal and Disposal Services

DEPARTMENT: Public Works

GOAL: Q1 - Infrastructure Preservation

OBJECTIVE: 4 - Enhance the infrastructure maintenance programs

RECOMMENDED MOTION: Move to authorize City Manager to finalize documents for RFP # 16-22 Disaster Debris Removal and Disposal Services to Ashbritt Environmental and DRC Emergency Services, and to authorize the Mayor and City Clerk to execute all required documents subject to approval of the final contract documents by the City Attorney.

SUMMARY: A request for proposals (RFP) for professional debris removal and disposal services after disasters such as hurricanes was advertised in April 2016. Eight firms responded and submitted proposals.

The objective of the RFP was to secure experienced professional services to removal and disposal of large volumes of debris generated from disasters and to ensure that 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 for removal and disposal of debris 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 AshBritt Environmental and DRC Emergency Services of one or both firms will be activated depending on the volume and degree of debris removal and disposal required after a disaster.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	AshBritt Environmental RFP 16-22 submittal	RFP 16-22 Ashbritt Inc submission reduced.pdf
2.	DRC Emergency Services, LLC. RFP 16-22 submittal	RFP 16-22 DRC Emergency Services Inc submission Reduced.pdf
3.	RFP 16 22 Disaster Debris Removal	RFP 16 22 Disaster Debris Removal &

		Disposal proposal package.pdf
4.	Addendum 1 RFP 16-22 Disaster Debris Removal	Addendum No 1 local pref BOND fema and questions.pdf
5.	Addendum No 2 RFP 16-22 Disaster Debris Removal	Addendum No 2 firm experience and cost submittal.pdf
6.	Intent to Award RFP 16-22 Disaster Debris Removal	INTENT TO AWARD RFP 16 22 Disaster Debris Removal.pdf
7.	Bid Tabulation Sheet RFP 16-22 Disaster Debris Removal	BID TABULATION RFP 16 22 Disaster Debris Removal.pdf

Mike Silvey	Created/Initiated - 07/26/2016
Luis Leal	Approved - 07/27/2016
Alyssa Walker	Approved - 08/03/2016
Branford Adumuah	Approved - 08/04/2016
Diana Fye	Approved - 08/04/2016
Tracey Riehm	Approved - 08/04/2016
Margaret Roberts	Approved - 08/12/2016
M. Jake Johansson	Approved - 08/12/2016
Robin Fenwick	Final Approval - 08/12/2016



OUR PROMISE

Your dedicated partner in response & recovery.
There when you need us.

AshBritt Inc., Response to the City of Port Orange



■ *The AshBritt Difference*

- ▲ For more than two decades, AshBritt has conducted over 235 disaster projects and 30 special environmental projects of various sizes, successfully serving more than 500 clients. We have been directly involved in the disaster recovery efforts of over 50 federally declared disasters in 19 states, beginning in 1992 with Hurricane Andrew in South Florida.
- ▲ Since 2015, AshBritt has conducted over 20 separate disaster recovery missions across the U.S. This has propelled AshBritt to be an industry leader in terms of the number of emergency disaster response missions conducted across the U.S.
- ▲ In the last five years, AshBritt managed over eight million cubic yards of debris in jurisdictions across the U.S. Simultaneously; AshBritt received task orders/Notice-To-Proceed(s) (NTP) from over 60 separate jurisdictions for Hurricane Sandy in 2012, over 50 for the 2011 Massachusetts and Connecticut Severe Storm. AshBritt successfully completed all projects for these events with production ratios as high as one million cubic yards per month.
- ▲ With a primary focus on safety and quality control, AshBritt has extensive policies, procedures, and incentives all designed to provide a safe and healthy work environment for all of our employees, subcontractors, residents, and customers.
- ▲ As one of AshBritt's core values since our inception, we continue to ensure Small Business Enterprises (SBE), Women and Minority Business Enterprise (WMBE), Disadvantaged Business Enterprises (DBE), and other classified disadvantaged businesses are utilized to the fullest extent possible in accordance with 44 CFR 13.36(e), the FEMA Checklist for Reviewing Procurements by Federal Grant Grantees and Subgrantees (#6), 2 CFR 215.44b, and 2 CFR 200.321.
- ▲ As an industry leader, AshBritt, Inc. has successfully completed single projects in the \$500,000,000 range with an overall program of \$650,000,000 U.S. Dollars. AshBritt has over \$50 Million Dollars Company Working Capital Available.
- ▲ AshBritt has never had a Payment or Performance Bond called for neglect of our financial responsibilities, nor have we had a Performance Bond called. This is just one testament to our values and sound financial operating position.
- ▲ In terms of our experience and capacity, AshBritt is one of only two firms to be a part the National Response Framework since 1998 as a debris contractor for the United States Army Corps of Engineers (USACE). We were recently awarded the primary contract for the South Pacific Division (SPD) and South Atlantic Division (SAD) for USACE pre-positioned debris removal. The USACE SAD contractual region includes Florida, Georgia, Alabama, North Carolina, and South Carolina; USACE SPD contractual region includes California, New Mexico, Nevada, Arizona, Colorado, and Utah. AshBritt is also a contractor for the Mississippi Valley District (MVD) and the Northwestern Division (NWD). The USACE adheres to the most stringent federal guidelines when selecting pre-positioned disaster debris removal contractors. This award represents the elite status of AshBritt and our team of qualified recovery personnel in the disaster industry.
- ▲ During the Hurricane Katrina USACE mission, AshBritt collected and removed over nine million cubic yards of debris during the first 60 days of the recovery, an average production rate of approximately 170,000 cubic yards per day. At our peak, we removed over 300,000 cubic yards in one day. AshBritt collected and removed 21.5 million cubic yards of debris within 52 weeks (365 days) of notice-to-proceed (USACE Notice To Proceed).

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Tab A. Statement of Interest

**** Please see the following pages for AshBritt's Statement of Interest ****



May 26, 2016

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

RE: RFP CB 16-004 For Debris Removal Services

Dear Ms. Fye,

AshBritt, Inc. (AshBritt) is pleased to respond to the City of Port Orange's RFP for disaster debris removal and disposal services. As one of your current pre-event disaster debris management contractors, we are excited about the possibility of continuing our successful relationship and ensuring our solid foundation for disaster debris removal services is continued and strengthened. AshBritt has gained a strong sense of "ownership" and "pride", and certainly feel we are the City's best choice to provide these vital services. Disaster events are filled with uncertainties, so having a team that is familiar with the City, its representatives, processes, policies, residents, and its geography is not only imperative but extremely advantageous.

AshBritt is a Florida-based contractor with comprehensive experience in supporting recovery efforts in jurisdictions all across the country. Although our team size varies depending on events, we currently have 40 employees. Since 1992, AshBritt has managed and carried out over 230 disaster response and recovery projects. More than 60 of those projects were in the state of Florida. AshBritt collected and disposed of 350,000 cubic yards for 11 jurisdictions in South Florida following Hurricane Katrina, and over 4,500,000 cubic yards for 22 jurisdictions in South Florida following Hurricane Wilma. Over the years, we have also conducted multiple operations in Florida for Hurricane Erin, Opal, Georges, Floyd, Irene, Charley, Frances, Dennis, Ivan, numerous tornadoes, tropical storms, the BP Oil Spill, and other smaller events.

Having a disaster contractor that is continually responding to small and large disasters all across the U.S. keeps the company up to date with FEMA guidance. The recent experience increases the knowledge of key personnel, and most importantly, strengthens and expands our roles with key subcontractors all across the U.S. The fact that AshBritt has significant recent experience and is a Florida-based company, our team believes we are in the best position to respond and assist the City of Port Orange in any recovery efforts that may be necessary.

▲ *Recent Experience*

Since October 2015, AshBritt has conducted 18 separate missions across the U.S. In February 2016; AshBritt completed a Right-Of-Way (ROW) vegetative debris mission following a Severe Storm that impacted Collier County and the City of Naples, FL. We collected and disposed of over 40,000 cubic yards. ***AshBritt is one of the few contractors to of completed a disaster debris removal project within the past five years in Florida.***

In March of 2016, AshBritt completed a Right Of Way (ROW) vegetative, C&D, and E-waste collection mission for the City of Sumter, SC in response to the October 2015 flooding event. Also, AshBritt is currently conducting a hazardous tree removal project for Lake County, CA. Operations are focused on felling, trimming, and chipping of fire damaged and destroyed trees in the ROW and on private property. Throughout this project, we are abiding by all FEMA Fire Management Assistance Grant Program (FMAG) guidelines for Lake County, CA to maximize their federal reimbursement for the devastating Valley and Butte Fire (DR-4240). AshBritt has processed over 190,000 cubic yards of fire damaged and destroyed trees for this project.

Simultaneously, AshBritt was conducting a separate hazardous tree removal project in Lake County, CA for Pacific Gas & Electric Company. Operations were focused on felling, trimming, and chipping of fire damaged and destroyed trees in proximity and posing a threat to power distribution lines. Overall, we felled over 5,000 fire damaged trees for this project. Although AshBritt is currently working on another project, this nor any future project will hinder our ability to respond to and conduct operations for the City of Port Orange.

In November 2015, AshBritt completed a Red Tide Dead Fish collection and disposal mission for the City of Longboat Key, FL. This included the collection disposal of 10,000 pounds of dead fish.

In the last 5 years, AshBritt managed over eight million cubic yards of debris in jurisdictions all over the U.S. In total, AshBritt has assisted over 135 separate towns, cities, counties, agencies, states, and special jurisdictions in the states of **FL**, GA, SC, CT, MA, NJ, NY, VA, TX, CA, and MD for disaster recovery and disaster debris management services. *The experience AshBritt has gained in the last five years is unmatched by any other firm in the industry.*

▲ **Technical Approach**

If selected as the City's primary contractor, AshBritt will employ our unrivaled operational and technical strategies and the hands-on knowledge obtained from our many years of continuously responding to disasters as far back as Hurricane Andrew. AshBritt's mission, if selected as the prime recovery contractor is to act as an extension and surrogate of the City to ensure a rapid return to normalcy.

AshBritt fully understands the effects a disaster will have on a community. Whether your disaster generates 21,000,000 or 10,000 cubic yards of disaster debris, AshBritt will always provide the most seasoned and qualified team that fully comprehends the requirements to complete any recovery project the City may face. During our Hurricane Katrina USACE mission, AshBritt collected and removed over nine million cubic yards of debris during the first 60 days of the recovery, therefore, we can assure the City we have the ability to complete all projects within the FEMA Sandy Recovery Improvement Act 120 day time frame to maximize the City's federal reimbursement. Furthermore, AshBritt has in-depth knowledge and experience working with the following agencies:

- | | |
|--|--|
| ■ Regional Authorities and Special Jurisdictions | ■ Florida Department of Environmental Protection |
| ■ Florida Division of Emergency Management | ■ National Resource Conservation Service |
| ■ Federal Emergency Management Agency | ■ United States Army Corps of Engineers |
| ■ Federal Highway Administration | |

The years of experience we have gained from working for and working with these agencies has positioned AshBritt with the ability to respond quickly to any size disaster event the City may come across. With AshBritt's extensive history providing disaster debris removal and disposal services across the nation, we are confident we can fulfill and surpass any future expectations and needs the City may encounter.

Primary Contact for RFP

Ralph Dahlgren, Sr. VP
Office: (954) 725-6992
Fax: (954) 725-6991
Toll Free: (800) 244-5094
Mobile: (239) 229-5829
Email: ralph@ashbritt.com

Corporate Headquarters:

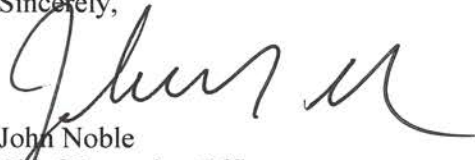
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Office: (954) 725-6992
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Primary Contact with the Ability to Bind AshBritt:

John Noble, Chief Operating Officer
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Mobile: (954) 683-0247
Email: jnoble@ashbritt.com

AshBritt explicitly accepts all conditions and requirements contained in this RFP. Furthermore, AshBritt will not withdraw our proposal within ninety (90) days subsequent to the proposal opening. We appreciate your time and consideration, and we look forward to continuing our relationship as your disaster recovery partner.

Sincerely,


John Noble
Chief Operating Officer

Tab B. Firm and Staff Qualifications

■ Company Overview

AshBritt is a national leader in disaster response and recovery services in terms of experience, quality of service, technological and operational innovation, and financial strength. AshBritt is exclusively a disaster response and recovery contractor; this is our sole business function, and we continue to bring the best recovery solutions to the City of Port Orange. Below is a brief description of AshBritt's experience, current capacity, and expertise in disaster debris removal and disposal services. When it comes to safety, we maintain the highest levels of safety, quality, and integrity in conducting all of our services and operations while adhering to all guidance set forth by OSHA, EPA, and FEMA on working environments. In support of past events, we have always met or exceeded small business requirements. AshBritt always takes affirmative steps to assure that Minority Business Enterprises (MBE), Women's Business Enterprises (WBE), Small Business Enterprises (SBE), and Women and Minority Owned Business Enterprise (WMBE) are used whenever possible in accordance with 44 CFR 13.36(e), the FEMA *Checklist for Reviewing Procurements by Federal Grant Grantees and Subgrantees* (#6), 2 CFR 215.44b, and 2 CFR 200.321. While achieving our small business goals, we have always maintained a disciplined subcontractor management process that includes the hiring of local Historically Underutilized Businesses (HUB). Our effort can be seen throughout all previous and future projects as we have set and continue to set small business goals on all projects. These processes and values translate into superior solutions, cost savings, timely performance and tremendous value for our clients.

**AshBritt maintains a
Drug Free Workplace**

In terms of our experience and capacity, AshBritt is one of only two firms to be a part of the National Response Framework since 1998 as a debris contractor for the United States Army Corps of Engineers (USACE). We were recently awarded the primary contract for the South Pacific Division (SPD) and South Atlantic Division (SAD) for USACE pre-positioned debris removal. The USACE SAD contractual region includes Florida, Georgia, Alabama, North Carolina, and South Carolina; USACE SPD contractual region includes California, New Mexico, Nevada, Arizona, Colorado, and Utah. The USACE adheres to the most stringent federal guidelines when selecting pre-positioned disaster debris removal contractors. This award represents the elite status of AshBritt and our team of qualified recovery personnel in the disaster industry.

Since our inception in 1992, we have conducted over 235 disaster projects and 30 special environmental projects of various sizes, successfully serving more than 500 clients. We have been directly involved in the disaster recovery efforts of over 50 federally declared disasters in 19 states, beginning with Hurricane Andrew in South Florida. AshBritt has responded to over 60 missions throughout Florida dating back to Hurricane Andrew in 1992. ***AshBritt is one of the few contractors to have completed a disaster debris removal mission in Florida in the past five years.***

All told; AshBritt has collected over 52,000,000 cubic yards of disaster-generated debris and handled more than 132,000,000 cubic yards of disaster-generated debris.

AshBritt understands, it is of the utmost importance to hold annual planning and training activities for our clients. We will dedicate management personnel to participate in annual training in accordance with the requirements of this solicitation. Our Past Experience Table, provided later in this tab clearly illustrates our broad and extensive performance record. AshBritt has successfully responded to a myriad of event types - hurricanes, tornadoes, tropical storms, floods, snowstorms, earthquakes, wildfires, and severe ice storms. AshBritt has responded to and become proficient in and managing debris removal, solid waste, hazardous waste, and disposal projects.

■ Recent Experience Overview

In the last five years, AshBritt managed over eight million cubic yards of debris in jurisdictions all over the U.S. AshBritt has responded to the 2016 Texas Severe Storms and Flooding (DR-4269), 2016 Collier County Severe Storm, 2016 Winter Storm Jonas, 2015 South Carolina Severe Storms and Flooding (DR-4241), 2015 California

Valley Fire and Butte Fire (DR-4240), 2015 Texas Severe Storms (DR-4223), 2014 Georgia Severe Winter Storm (DR-4165) and 2014 South Carolina Severe Winter Storm (EM-3369) – known as Winter Storm Pax, 2012 Hurricane Sandy (DR-4087), 2011 Connecticut Severe Storms (DR-4046), the 2011 Massachusetts Severe Storm and Snowstorm (DR-4051), and other smaller events. In total, AshBritt has assisted over 130 separate towns, cities, counties, agencies, states, and special jurisdictions in the states of FL, GA, SC, CT, MA, NJ, NY, VA, TX, CA, and MD for disaster recovery and disaster debris management services.

The experience AshBritt has gained in the last five years is unmatched by any other firm in the industry.

Since October 2015, AshBritt has conducted 18 separate missions across the U.S. In March of 2016 AshBritt completed a Right Of Way (ROW) vegetative, C&D, and E-waste collection mission for the City of Sumter, SC in response to the October 2015 flooding event. In February 2016, AshBritt completed a Right-Of-Way (ROW) vegetative debris mission following a Severe Storm that impacted Collier County and the City of Naples, FL. We collected and disposed of over 40,000 cubic yards. **AshBritt is one of the few contractors to have completed a disaster debris removal mission in Florida in the past five years.**

AshBritt is currently conducting debris removal operations in response to the 2016 City of Jersey Village, TX Severe Storms and Flooding (DR-4269). AshBritt is also conducting a hazardous tree removal project for Lake County, CA. Operations are focused on felling, trimming, and chipping of fire damaged and destroyed trees in the ROW and on private property. Throughout this project, we are abiding by all FEMA Fire Management Assistance Grant Program (FMAG) guidelines for Lake County, CA to maximize their federal reimbursement for the Valley Fire (DR-4240). AshBritt has processed 193,216 cubic yards of fire damaged and destroyed trees for this project. Simultaneously, AshBritt was conducting a separate hazardous tree removal project in Lake County, CA for Pacific Gas & Electric Company since October 2015 until December 2015. Operations were focused on felling, trimming, and chipping of fire damaged and destroyed trees in proximity and posing a threat to power distribution lines. Project-wide, over 28,000 trees were felled on this project. AshBritt was responsible for felling more than 5,000 of these trees as well as the clean up and transportation of the majority of other trees felled.

In November 2015, AshBritt completed a Red Tide Dead Fish collection and disposal mission for the City of Longboat Key, FL. This included the collection disposal of 10,000 pounds of dead fish.

During July of 2015, AshBritt conducted water relocation services by providing over 20 vacuum trucks in Hidalgo County, TX in response to flooding events. In February of 2014, we were activated in eight municipalities after Winter Storm Pax impacted Georgia and South Carolina. In South Carolina, AshBritt collected, processed, and disposed of more than 350,000 cubic yards of vegetative debris and mitigated more than 50,000 hazardous trees and limbs from public property. Operations included the deployment of more than 40 crews and the management of five DMS for storm-generated debris throughout the six projects (Hampton, Georgetown, Sumter County and City, Colleton and Marion Counties). AshBritt was able to recycle and put to beneficial re-use 100% of the 350,000 cubic yards of debris collected in South Carolina. In addition to these South Carolina projects, AshBritt simultaneously removed 750,000 cubic yards of debris, 26,000 hangers, managed 43 crews, and operated six DMS sites in Augusta, GA.

Another example of AshBritt's capabilities is highlighted by our activations in the State of New Jersey. We were activated by 54 separate jurisdictions to assist with the disaster recovery and debris removal operations after Hurricane Sandy made landfall in October of 2012. AshBritt met the needs of all clients and managed the removal and disposal of approximately **3,500,000 cubic yards** of storm-related debris. Please see our *Signature Projects* section below for further information on the mission. In 2011, our services were utilized multiple times due to several extraordinary weather-related events including the Halloween Snowstorm event that occurred in the states of Connecticut and Massachusetts. We assisted 43 clients, handling, processing and disposing of almost **4,000,000 cubic yards** of vegetative debris. Please see our *Signature Projects* section below for further information on the

mission. Additionally in 2011, we were activated in Georgia, North Carolina, Virginia, Delaware, Connecticut, and Massachusetts assisting multiple clients following Hurricane Irene and the Eastern U.S. tornado outbreaks. In 2010, we provided essential mitigation services to Mississippi and multiple Florida clients in response to the Deepwater Horizon oil spill. We similarly mobilized significant equipment and manpower to Maryland and Virginia following the early 2010 Mid-Atlantic snowstorm. In 2008, AshBritt's response to Hurricane Ike included the deployment of generators and management of over 1,500,000 cubic yards of debris for 15 jurisdictions in the state of Texas. In addition to our disaster response and recovery work, AshBritt has performed various significant environmental and hazard mitigation projects. These projects included the 2005 Citrus Canker Eradication Project for the Florida Department of Agriculture, which consisted of the removal, processing, and disposal of over 200,000 infected citrus trees. AshBritt also conducted several projects for the removal of dead, dying or diseased hazardous trees for the purpose of fire safety, fuels reduction, and hazard mitigation for the Counties of San Diego, Riverside, and San Bernardino, California in 2005.

AshBritt has provided a short excerpt of our unprecedented accomplishments as the *Prime Contractor* for the U.S. Army Corps of Engineers (USACE) recovery mission for Hurricane Katrina. The lessons learned from this project, as well as from our many other diverse past projects have allowed us to expand and fortify our technical and production abilities. ***The Hurricane Katrina Mississippi recovery project was the largest and most varied disaster-generated debris management mission by a single company in U.S. history.*** In 2005, AshBritt was the initial response contractor for the USACE in both Louisiana and Mississippi for Hurricane Katrina. Ultimately, we were the USACE's prime contractor for debris removal and management in the State of Mississippi. For this unique mission, we collected and disposed of ***21.5 million cubic yards*** of debris and wreckage. ***While responding to 38 jurisdictions in Louisiana and Mississippi, AshBritt collected and disposed of 350,000 cubic yards for 11 jurisdictions in South Florida due to Hurricane Katrina, and over 4,500,000 cubic yards for 22 jurisdictions in South Florida due to Hurricane Wilma.***

As mentioned previously, AshBritt is one of only two firms to be a part of the National Response Framework since 1998 as a debris contractor for the United States Army Corps of Engineers (USACE). We were recently awarded the primary contract for the South Pacific Division (SPD) and South Atlantic Division (SAD) for USACE pre-positioned debris removal. **Why is this important to the City of Port Orange?** Should the City request direct federal assistance from FEMA for debris removal in response to an incident of national significance which incapacitated the City, that mission would be assigned to the USACE SAD and AshBritt will be the primary disaster debris removal and disposal contractor for the state of Florida, and in turn, the City of Port Orange.

In essence, we are currently the City of Port Orange's federal debris removal contractor.

For the purpose of our future disaster response and recovery abilities, what is of utmost importance is that our extensive experience throughout the U.S. has created an abundance of knowledge, lessons learned, and expertise for our principals, managers, personnel, and subcontracting partners. These acquired abilities and experiences have positioned us as the pacesetter in the disaster response and recovery industry.

■ Past Experience Table

Please see the following pages for our Past Experience Table, which describes our qualifications and experience to perform the work described in this solicitation for the past 23 years. All major debris removal projects exceeding 1,000,000 cubic yards are highlighted in blue background. AshBritt welcomes the City to utilize the Points of Contact identified on our Experience Table as additional references if they wish to inquire about further details of one of our projects. Please utilize the local jurisdictions point of contact in order to acquire the most up to date FEMA contact for the project as they change quite often. Our table and the following sections elaborate upon our experience working with eligible debris. Our *FEMA Understanding* and *9 Phase Technical Approach* section in Tab E will elaborate upon our knowledge of FEMA guidance including the FP 104-009-2 Public Assistance Program and Policy Guide.

Client	State	Event Details	Description of Services Provided	Response Time	Start Date	End Date	Final Project Cost	Event & Contract Details	Point of Contact	Phone Number	Email
City of Jersey Village	TX	2016 Severe Storms and Flooding	Conducting Right of Way collection for vegetative debris and C&D debris streams due to Flooding.	<24 Hours	5/2/2016	Pending	Pending	Hourly Services	Kevin Hagerich	(713) 466-2107	khagerich@ci.jersey-village.tx.us
City of Sumter	SC	2015 South Carolina Severe Storms and Floods	Conducted ROW debris collection for C&D, vegetative debris, and E-Waste.	Before Start Time	3/9/2016	3/23/2016	\$32,893	Pending	Ray Goodman	(803) 436-2558	rgoodman@sumter-sc.com
Maryland Department of Labor, Licensing, and Regulation	MD	Winter Storm Jonas	Provided snow clearing and removal using loaders and dump trucks.	<24 Hours	2/9/2016	2/9/2016	\$5,136	Hourly Services	Leroy Cox	(410) 292-4648	leroy.cox@maryland.gov
City of Naples	FL	Severe Storm	Conducted ROW debris collection for vegetative debris.	<12 Hours	2/5/2016	2/12/2016	\$48,000	Over 5,000 cubic yards	Ben Copland	(239) 213-4705	bcopland@naplesgov.com
Collier County	FL	Severe Storm	Conducted ROW debris collection for vegetative debris.	<12 Hours	1/29/2016	3/19/2016	\$465,000	44,000 cubic yards	Daniel Rodriguez	(239) 732-2508	danrodriguez@colliergov.net
Baltimore County	MD	Winter Storm Jonas	Provided snow clearing and removal using loaders and dump trucks.	<24 Hours	1/24/2016	1/30/2016	Pending	Hourly Services	Jim Lathe	(410) 887-3560	highways@baltimorecountymd.gov
Baltimore	MD	Winter Storm Jonas	Provided snow clearing and removal using loaders and dump trucks.	<24 Hours	1/24/2016	1/31/2016	Pending	Hourly Services	Stuart Feldman	(410) 396-5732	stuart.feldman@baltimorecity.gov
Prince William County	VA	Winter Storm Jonas	Provided snow clearing and removal using loaders and dump trucks.	<24 Hours	1/23/2016	1/28/2016	Pending	Hourly Services	Thomas Smith	(703) 792-6252	tsmith@pwccgov.org
Maryland State Highway Administration	MD	Winter Storm Jonas	Provided snow clearing and removal using loaders and dump trucks.	<24 Hours	1/23/2016	1/30/2016	Pending	Hourly Services	Colleen Robinson	(410) 582-5576	crobinson@asha.state.md.us
Fairfax County	VA	Winter Storm Jonas	Provided snow clearing and removal using loaders and dump trucks.	<24 Hours	1/22/2016	1/27/2016	Pending	Hourly Services	Chad Crawford	(703) 877-2864	chad.crawford@fairfaxcounty.gov
Alexandria	VA	Winter Storm Jonas	Provided snow clearing and removal using loaders and dump trucks.	<24 Hours	1/22/2016	1/29/2016	Pending	Hourly Services	Jeffrey Duval	(703) 746-4103	jeffery.duval@alexandriava.gov
Maryland State Police	MD	Winter Storm Jonas	Provided snow clearing and removal using loaders and dump trucks.	<24 Hours	1/22/2016	1/24/2016	Pending	Hourly Services	Thomas LeQuire	(410) 653-4439	thomas.lequire@maryland.gov
Rockville	MD	Winter Storm Jonas	Provided snow clearing and removal using loaders and dump trucks.	<24 Hours	1/22/2016	1/29/2016	Pending	Hourly Services	Craig Simoneau	(240) 314-8500	csimoneau@rockvillend.gov
Lake County	CA	Valley Fire	Operations are focused on felling, trimming, and chipping of fire damaged and destroyed trees in the Right-Of-Way (ROW) and private property. Currently, AshBritt is closing out the ROW phase and beginning our Private Property Debris Removal (PPDR) phase. Throughout this project, we are abiding by all FEMA Fire Management Assistance Grant Program (FMAG) guidelines for Lake County, CA to maximize their federal reimbursement for the 2015 California Valley Fire and Butte Fire (DR-4240). AshBritt has processed over 85,000 cubic yards of fire damaged and destroyed trees for this project.	Before Start Time	12/12/2015	Pending	Pending	Over 175,000 cubic yards	Lars Ewing	(707) 265-2341	lars.ewing@lakecountyca.gov
Longboat Key	FL	2015 Red Tide Fish Kill	Dead Fish collection and disposal mission for the City of Longboat Key, FL. This included the utilization of a 33' Tri-toon boat to collect, transport, and dispose of dead fish due to a Red Tide Algae Bloom.	Before Start Time	11/20/2015	12/1/2015	\$33,570.00	Hourly Services for over 10,000 lbs of Fish	Mark Richardson	(941) 361-6411	mrichardson@longboatkey.org
Charleston	SC	2015 South Carolina Severe Storms and Floods	Conducted ROW debris collection for vegetative and C&D debris streams.	Before Start Time	10/12/2015	11/5/2015	\$211,322.00	31,464 cubic yards	Jim Neal	(843) 906-6190	jneal@charlestoncounty.org
Pacific Gas & Electric Company	CA	Valley Fire	Hazardous tree removal project in Lake County, CA for Pacific Gas & Electric Company. Operations were focused on felling, trimming, and chipping of fire damaged and destroyed trees in proximity and posing a threat to power distribution lines. In total, AshBritt felled over 5,000 fire damaged and destroyed trees.	Before Start Time	10/5/2015	12/22/2015	\$15,144,223	Hourly Services	Tyler Garland	(707) 291-4877	tylergarland@pge.com
Hidalgo County	TX	June of 2015 Flooding Event	Conducted Flood Water relocation for the purposes of flood mitigation from residential areas to storm drainage canals by means of Super Vac Trucks.	<6 Hours	6/25/2015	7/2/2015	\$553,798.75	Hourly Services	Ricardo Saldana	(956) 318-2615	Ricardo.saldana@co.hidalgo.tx.us
Hidalgo County	TX	June of 2015 Flooding Event	Conducted Flood Water relocation from residential areas to storm drainage canals by means of Super Vac Trucks.	<6 Hours	6/1/2015	6/4/2015	\$102,281.25	Hourly Services	Ricardo Saldana	(956) 318-2615	Ricardo.saldana@co.hidalgo.tx.us
Debris Removal Projects Beyond 1 Year											
City of Atlanta	GA	Winter Storm Remus	Deployed salt and sand spreader trucks to Atlanta, GA to conduct Rights-of-Way (ROW)	Before Start Time	2/25/2015	2/26/2015	\$70,874	Hourly Services	Rita Braswell	(404) 330-6002	rbraswell@atlantaga.gov
City of Atlanta	GA	Winter Storm Octavia	Deployed salt and sand spreader trucks to Atlanta, GA to conduct Rights-of-Way (ROW)	Before Start Time	2/16/2015	2/17/2015	\$37,340.65	Hourly Services	Rita Braswell	(404) 330-6002	rbraswell@atlantaga.gov
Fairfax County	VA	2014 Severe Rainstorms	Deployed equipment and manpower to Virginia following severe rainstorms that produced high winds and knocked over trees. Through activation of our county contract, we were specifically tasked to assist with debris clearing, and removal from the public ROW.	<12 Hours	6/23/2014	6/26/2014	\$22,890	Hourly Services	Robert Scott	(703) 550-3486	robert.scott@fairfaxcounty.gov
Augusta	GA	Winter Storm Pax	ROW debris removal, management, and disposal. Hazardous tree removal from ROW, city parks, municipal golf course and city owned cemeteries. DMS operations in 6 locations including haul out operations from all locations.	<1 Hour	2/26/2014	5/2/2014	\$12,490,148	645,869 cubic yards	Able Ladson	(706) 796-5040	aladson@augustaga.gov

Client	State	Event Details	Description of Services Provided	Response Time	Start Date	End Date	Final Project Cost	Event & Contract Details	Point of Contact	Phone Number	Email
Metropolitan Atlanta Rapid Transit Authority	GA	Winter Storm Pax	Deployed salt and sand spreader trucks to MARTA to conduct Rights-of-Way (ROW)	Before Start Time	2/26/2014	2/26/2014	\$10,386	Hourly Services	Mary Eady	(404) 848-5580	custsenv@tsmarta.com
Georgetown County	SC	Winter Storm Pax	ROW debris removal, management, and disposal. Hazardous tree removal from ROW & county parks.	<1 Hour	2/12/2014	3/12/2014	\$3,616,253	117,857 cubic yards	Ray Funnye	(843) 545-3325	rdumyev@gcounty.org
Colleton County	SC	Winter Storm Pax	ROW debris removal, management, and disposal. Hazardous tree removal from ROW.	<1 Hour	2/12/2014	4/12/2014	\$1,864,402	61,882 cubic yards	Suzanne Gant	(843) 549-5632	sgant@colletoncounty.org
Sumter County	SC	Winter Storm Pax	ROW debris removal, management, and disposal. Hazardous tree removal from ROW & county parks.	<1 Hour	2/12/2014	4/11/2014	\$2,325,671	105,241 cubic yards	Eddie Newman or Karen Hyatt	(803) 436-2242	enewman@sumtercountysc.org
City of Sumter	SC	Winter Storm Pax	ROW debris removal, management, and disposal. Hazardous tree removal from ROW & county parks.	<1 Hour	2/12/2014	4/11/2014	\$517,816	35,457 cubic yards	Al Harris	(803) 436-2558	aharris@sumter-sc.com
Hampton County	SC	Winter Storm Pax	ROW debris removal, management, and disposal.	<1 Hour	2/12/2014	4/11/2014	\$186,646	15,566 cubic yards	Susanne Peoples	(803) 914-2150	speedies@hamptoncountysc.org
Marion County	SC	Winter Storm Pax	ROW debris removal, management, and disposal. Hazardous tree removal from ROW & county parks.	<1 Hour	2/12/2014	5/7/2014	\$2,184,363	82,481 cubic yards	Tim Harper	(843) 431-5059	tharper@marionsc.org
City of Atlanta	GA	Winter Storm Pax	Deployed salt and sand spreader trucks to Atlanta, GA to conduct Rights-of-Way (ROW)	Before Start Time	2/10/2014	2/14/2014	\$148,737	Hourly Services	Rita Braswell	(404) 330-6002	rbraswell@atlantaga.gov
City of Atlanta	GA	Winter Storm Leon	Operated sand and salt spreaders on roadways throughout the city following this historic event. Sand spreading equipment and personnel arrived on site within three hours of receipt of notice-to-proceed.	Before Start Time	1/28/2014	1/31/2014	\$72,053	Hourly Services	Rita Braswell	(404) 330-6002	rbraswell@atlantaga.gov
Scotch Plains	NJ	Hurricane Sandy	Cutting and removal of 91 hazardous stumps including backfill of voids.	<1 Hour	3/20/2013	4/15/2013	\$5,556.25	Hazardous Stumps	Ray Peoria	(908) 413-1983	rpeoria@scotchplainsnj.com
State of New Jersey Dept. of Environmental Protection	NJ	Hurricane Sandy	Wet debris mission in southern New Jersey in the counties of Ocean, Burlington, Atlantic, Cumberland and Salem. Survey (side scan sonar and bathymetric), debris removal and disposal, dredging, sunken vehicle and vessel removal, vehicle and vessel aggregation area operation.	<24 Hours	3/4/2013	12/31/2013	\$12,915,214	Wet Debris Removal	Suzanne U. Dietrick	(609) 292-8838	Suzanne.dietrick@dep.state.nj.us
Connecticut Department of Transportation	CT	Winter Storm Nemo	Emergency roadway clearance of snow.	Before Start Time	2/11/2013	2/18/2013	\$140,352	Hourly Services	Bar Sweeney	(860) 259-4531	Bartholomew.Sweeney@ct.gov
Fairfield	CT	Winter Storm Nemo	Emergency roadway clearance of snow.	Before Start Time	2/11/2013	2/15/2013	\$37,959	Hourly Services	Scott Bartlett	(203) 256-3176	sbartlett@town.fairfield.ct.us
Massachusetts Emergency Mgmt. Agency	MA	Winter Storm Nemo	Emergency roadway clearance of snow.	Before Start Time	2/11/2013	2/18/2013	\$42,139	Hourly Services	David Mahr	(508) 820-2017	david.mahr@state.ma.us
Berlin	CT	Winter Storm Nemo	Emergency roadway clearance of snow.	Before Start Time	2/10/2013	2/14/2013	\$29,562	Hourly Services	Art Simonian	(860) 828-7014	asimonian@town.berlin.ct.us
Flemington	NJ	Hurricane Sandy	Debris collection, hazardous tree removal, and disposal.	<1 Hour	1/31/2013	1/31/2013	\$8,895	134 cubic yards	Michael Camplon	(908) 782-8840	mcamplon@historictflemington.com
Roselle Park	NJ	Hurricane Sandy	Hazardous tree removal, DMS management, debris reduction, haul out and disposal.	<1 Hour	1/28/2013	3/12/2013	\$91,611	2650 cubic yards	Vincent Cahill	(908) 245-7676	vcahill@rosellepark.net
State of New Jersey Dept. of Environmental Protection	NJ	Hurricane Sandy	Sunken and submerged vessel recovery/removal, vessel aggregation site operations.	<24 Hours	1/12/2013	1/31/2013	\$338,072	Vessel Mission	Suzanne U. Dietrick	(609) 292-8838	Suzanne.dietrick@dep.state.nj.us
Newark	NJ	Hurricane Sandy	Hazardous tree removal, debris reduction, haul out and disposal.	<1 Hour	1/4/2013	2/28/2013	\$322,763	9736 cubic yards	Adam Cruz	(973) 733-5319	cruzad@ci.newark.nj.us
Califon	NJ	Hurricane Sandy	Debris collection, DMS management, debris reduction, hazardous tree removal.	<1 Hour	1/3/2013	2/12/2013	\$47,216	1675 cubic yards	Laura Eidsvåg	(908) 832-7850	leidsv@ci.califonboro.net
Bernardsville	NJ	Hurricane Sandy	Debris collection, hazardous tree removal, and disposal	<1 Hour	1/1/2013	2/28/2013	\$1,902,741	57,828 cubic yards	John MacDowall	(908) 766-3850 ext 147	jmacdowall@bernardsvilleboro.org
Ocean TWP	NJ	Hurricane Sandy	Collected debris, removed hazardous trees and hauled off material. Monmouth County	<1 Hour	12/21/2012	12/30/2012	\$293,260	1,324 cubic yards	William McMahon	(732) 531-5198	wmcmahon@oceantwp.org
Lakewood	NJ	Hurricane Sandy	Debris collection, hazardous tree and stump removal, DMS management, debris reduction, haul off and disposal. Project completed via shared services agreement with Ocean County, NJ	<1 Hour	12/18/2012	2/28/2013	\$4,182,679	84,799 cubic yards	Michael Muscillo	(732) 364-2500	mmuscillo@lakewoodnj.gov
Milford	CT	Hurricane Sandy	Reduction and haul out of vegetative material.	<1 Hour	12/18/2012	12/19/2012	\$34,250	Debris Management	Bruce Kolwitz	(203) 783-3269	bkolwitz@ci.milford.ct.us
Loch Arbour	NJ	Hurricane Sandy	Collected debris from the right of way and transported to DMS. Collected sand, screened it and transported screened sand back to the beach.	<1 Hour	12/14/2012	1/17/2013	\$766,080	20,973 cubic yards	Paul Perindola	(732) 531-4740	pvr@lemicolaw.com
Hopewell	NJ	Hurricane Sandy	Debris collection, DMS management, debris reduction, haul off and disposal.	<1 Hour	12/13/2012	2/28/2013	\$2,193,306	71,202 cubic yards	Paul Poporzewski	(609) 737-0905	paulpopo@hopewellwp.org
Deal	NJ	Hurricane Sandy	Site management, reduction and haul out of disaster debris.	<1 Hour	12/12/2012	1/4/2013	\$95,418	Site Management	James Rogers	(732) 531-1454	administrator@dealborough.com
Jersey City Housing Authority	NJ	Hurricane Sandy	Debris collection, HHW collection and disposal.	<1 Hour	12/12/2012	12/13/2012	\$21,540	115 cubic yards	Richard Baker	(201) 547-6600	rbaker@jcha.us

Client	State	Event Details	Description of Services Provided	Response Time	Start Date	End Date	Final Project Cost	Event & Contract Details	Point of Contact	Phone Number	Email
Manchester	NJ	Hurricane Sandy	Debris collection, hazardous tree removal, DMS management, debris reduction, haul off and disposal. Project completed via shared services agreement with Ocean County, NJ	<1 Hour	12/10/2012	1/31/2013	\$2,092,511	23,855 cubic yards	Arthur Abline	(732) 657-2009 ext 4604	Aabline@manchestertwp.com
Tewksbury	NJ	Hurricane Sandy	Collected vegetative debris and removed hazardous trees from the ROW. Reduced debris at DMS, hauled it off and disposed of it.	<1 Hour	12/10/2012	1/24/2013	\$2,307,849	43,318 cubic yards	Hayden Hull	(908) 439-0022	hahull@tewksburytwp.net
Tinton Falls	NJ	Hurricane Sandy	Vegetative debris reduction, haul out and disposal	<1 Hour	12/7/2012	3/4/2013	\$238,975	Debris Management	Gary Gable	(732) 542-3400	ggebele@tintonfalls.com
Ocean TWP	NJ	Hurricane Sandy	Debris collection, including HHW, DMS management, debris reduction, haul off and disposal. Project completed via shared services agreement with Ocean County, NJ.	<1 Hour	12/6/2012	1/31/2013	\$454,385.41	Debris Management	Diane Ambrosio	(609) 893-3302	clerk@townshipocean.org
Readington	NJ	Hurricane Sandy	Collected vegetative material on the ROW. Managed DMS, hauled out and disposed of debris.	<1 Hour	12/3/2012	12/20/2012	\$2,959,138	96,471 cubic yards	Scott Jesseman	(908) 534-4051	Dpw_sj@readingtontwp-nj.org
Keansburg	NJ	Hurricane Sandy	Collected vegetative and C&D debris from the right of way and transported to debris management site or final disposal site.	<1 Hour	11/30/2012	1/28/2013	\$533,012	25,038 cubic yards	Dennis O'Keale	(732) 904-7445	dfrankel@sayreville.com
Sayreville	NJ	Hurricane Sandy	Debris collection, white good collection, DMS management, and debris reduction.	<1 Hour	11/30/2012	1/11/2013	\$700,753	27,768 cubic yards	Dan Frankel	(732) 390-7071	dfrankel@sayreville.com
Seaside Park	NJ	Hurricane Sandy	Debris collection, DMS management, debris reduction, haul out and disposal. Project completed via shared services agreement with Ocean County, NJ	<1 Hour	11/29/2012	1/31/2013	\$1,048,125.50	36,220 cubic yards	Robert Matthews	(732) 793-3700	mayomathies@seasideparknj.org
Holmdel	NJ	Hurricane Sandy	Collected vegetative debris and transported it to DMS	<1 Hour	11/28/2012	12/17/2012	\$1,458,538	68,654 cubic yards	Denise Fritz	(732) 946-2020	dfritz@holmdeltownship-nj.com
Woodbridge	CT	Hurricane Sandy	Reduced vegetative debris at DMS and hauled out to FDS.	<1 Hour	11/28/2012	12/3/2012	\$120,114	2,278 cubic yards	Warren Connors	(203) 389-3421	wconnors@ci.woodbridge.ct.us
Cranbury	NJ	Hurricane Sandy	Debris collection, DMS management, debris reduction, haul off and disposal.	<1 Hour	11/27/2012	12/18/2012	\$198,704	6,329 cubic yards	Denise Marabello	(609) 395-0900	dmarabello@cranbury-nj.com
Stafford	NJ	Hurricane Sandy	Debris collection including vegetation, C&D, HHW, and eWaste. DMS management, debris reduction, haul out and disposal. Project completed via shared services agreement with Ocean County, NJ	<1 Hour	11/25/2012	1/31/2013	\$4,428,388	156,142 cubic yards	James Moran	(609) 597-1000 ext 8559	jmoran@twp.stafford.nj.us
Roselle	NJ	Hurricane Sandy	Collected vegetative debris from the ROW, operated a DMS, removed hazardous trees and stumps.	<1 Hour	11/25/2012	12/7/2012	\$287,183	5,835 cubic yards	Magreta Morgan	(908) 245-5600	Mmorgan@boroughofroselle.com
Jackson	NJ	Hurricane Sandy	Debris collection, hazardous tree removal, DMS management, debris reduction, haul off and disposal.	<1 Hour	11/23/2012	1/31/2013	\$5,542,648	102,393 cubic yards	Fred Raslewicz	(732) 928-1200 ext 246	Fraslewicz@jacksontwpnj.net
Mantoloking	NJ	Hurricane Sandy	Debris collection including C&D, vegetation, white goods and HHW. DMS management, debris reduction, haul out and disposal. Project completed via shared services agreement with Ocean County, NJ	<1 Hour	11/23/2012	2/28/2013	\$3,864,120	100,261 cubic yards	Stacy Ferris	(732) 631-1581	mantolokingoem1@inbox.com
Old Bridge	NJ	Hurricane Sandy	Debris collection including vegetation, C&D and HHW. Managed DMS and provided haul out and disposal.	<1 Hour	11/23/2012	12/18/2012	\$147,268	3,143 cubic yards	Beth Cunningham	(732) 721-5600	bunningham@oldbridge.com
Seaside Heights	NJ	Hurricane Sandy	Debris collection, DMS management, debris reduction, haul out and disposal. Sand screening. Project completed via shared services agreement with Ocean County, NJ	<1 Hour	11/21/2012	1/31/2013	\$847,604	25,233 cubic yards	John A. Camera	(732) 798-9100	johncamera@hotmail.com
Bayonne	NJ	Hurricane Sandy	Debris collection, haul off and disposal.	<1 Hour	11/20/2012	1/31/2013	\$135,409	1137 cubic yards	Gary S. Czmielewski	(201) 859-6066	PublicWorks@baynj.org
Berkeley	NJ	Hurricane Sandy	Debris collection including vegetation, C&D, and HHW. Hazardous tree removal, DMS management, debris reduction, haul off and disposal. Sand screening.	<1 Hour	11/20/2012	2/28/2013	\$2,299,002	55,776 cubic yards	Steven Seiler	(732) 349-4616	ppwm@twp.berkeley.nj.us
Long Beach	NJ	Hurricane Sandy	Debris collection including HHW. Operated DMS and performed haul out and disposal. Project completed via shared services agreement with Ocean County, NJ	<1 Hour	11/20/2012	1/30/2013	\$5,665,066	147,730 cubic yards	Joe Mancini	(609) 361-1000 ext 6689	wells@longbeachtownship.com
Ship Bottom	NJ	Hurricane Sandy	Debris collection, DMS management, debris reduction, haul out and disposal. Project completed via shared services agreement with Ocean County, NJ	<1 Hour	11/20/2012	1/31/2013	\$1,112,692	40,831 cubic yards	Richard Bethea	(609) 494-2171	SBadmin@comcast.net
Toms River	NJ	Hurricane Sandy	Debris collection including vegetation, C&D, white goods (including Freon extraction). Hazardous tree removal. DMS management, debris reduction, haul out and disposal. Project completed via shared services agreement with Ocean County, NJ	<1 Hour	11/20/2012	4/28/2013	\$14,604,581	458,246 cubic yards	Lou Amoroso	(732) 341-1000 ext 8211	lamoroso@tomsriver township.com
Princeton	NJ	Hurricane Sandy	Collected vegetative debris from the right-of-way.	<1 Hour	11/20/2012	12/14/2012	\$390,955	18,885 cubic yards	Thomas Crochet	(609) 888-2566	tcrochet@princetonnj.gov
Weymouth	NJ	Hurricane Sandy	Debris collection	<1 Hour	11/20/2012	11/30/2012	\$1,407	13 tons	Ron Carroll	(609) 476-2102	wtdwp@verizon.net
Hillside	NJ	Hurricane Sandy	Debris collection, hazardous tree removal	<1 Hour	11/18/2012	12/7/2012	\$193,260	7,850 cubic yards	Scott Anderson	(973) 926-1110	pubworks@townshipofhillside.org
Point Pleasant Beach	NJ	Hurricane Sandy	Debris collection including vegetation, C&D, HHW, eWaste and white goods. Sand screening mission with 21,601 cubic yards transported and screened.	<1 Hour	11/18/2012	1/18/2013	\$1,922,264	86,541 cubic yards	Christine Riehl	(732) 892-1118	criehl@pointbeach.org
Red Bank	NJ	Hurricane Sandy	Debris collection, DMS management, debris reduction, haul out and disposal	<1 Hour	11/18/2012	11/27/2012	\$186,720	6,333 cubic yards	Stanley Sicksels	(732) 330-2773	ssicksels@redbanknj.org
Lavallette	NJ	Hurricane Sandy	Debris collection including vegetation, C&D, E-wastes and HHW. DMS management, debris reduction, haul off and disposal. Sand screening. Project completed via shared services agreement with Ocean County, NJ	<1 Hour	11/17/2012	3/23/2013	\$8,641,131	167,318 cubic yards	Chris Parlow	(732) 232-2094	cparlow@lavalletteboro.com

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Sea Girt	NJ	Hurricane Sandy	Removed vegetative debris and hazardous stumps from the right of way and processed the material at a DMS.	<1 Hour	11/17/2012	12/12/2012	\$19,027	4,575 cubic yards	Jared McKittrick	(732) 449-9433	jmcittrick@seagirtboro.com
Sea Bright	NJ	Hurricane Sandy	Collected vegetative and C&D debris from the right of way. Relocated sand. Collected eWaste.	<1 Hour	11/16/2012	1/10/2013	\$2,065,754	42,379 cubic yards	Mark Philpot	(732) 842-0099	mphilpoc6@yahoo.com
Middletown	NJ	Hurricane Sandy	Collected debris from the right-of-way including vegetation and C&D. Managed two DMS sites.	<1 Hour	11/15/2012	1/4/2013	\$9,490,950	346,904 cubic yards	Ted Maloney	(732) 615-2110	tmaloney@middletownnj.org
Neptune	NJ	Hurricane Sandy	Collected disaster generated debris from the ROW and operated a debris management site.	<1 Hour	11/15/2012	12/30/2012	\$1,767,013	54,897 cubic yards	Wayne Rode	(732) 775-8797	wrode@neptunetownship.org
Greenwich	CT	Hurricane Sandy	Collected vegetative debris from the ROW and transported it to the DMS.	<1 Hour	11/13/2012	12/4/2012	\$145,959	6,871 cubic yards	James Michel	(203) 622-7813	james.michel@greenwichct.org
Manasquan	NJ	Hurricane Sandy	Debris collection including eWaste, white goods, C&D and vegetation. Operated DMS and performed haul out and disposal.	<1 Hour	11/11/2012	12/13/2012	\$3,864,120	100,261 cubic yards	Joseph Delorio	(732) 223-9530	jdelorio@manasquan-nj.com
Breck	NJ	Hurricane Sandy	Debris collection including vegetation, C&D, eWaste and HHW. Hazardous tree removal, DMS management, debris reduction, haul off and disposal. Sand screening and stump removal was performed. Project completed via shared services agreement with Ocean County, NJ	<1 Hour	11/10/2012	4/11/2013	\$13,046,687	293,808 cubic yards	Glenn Campbell	(732) 451-4060	gcampbel@twp.brick.nj.us
Belmar	NJ	Hurricane Sandy	Debris collection including vegetation, C&D, HHW, eWaste and white goods. Significant sand screening mission, as well.	<1 Hour	11/10/2012	2/5/2013	\$4,407,519	87,058 cubic yards	Colleen Connolly	(732) 881-3700	cconnolly@boro.belmar.nj.us
Runson	NJ	Hurricane Sandy	Debris collection, DMS management, debris reduction, haul out and disposal.	<1 Hour	11/9/2012	11/28/2012	\$1,785,952	64,724 cubic yards	Thomas Rogers	(732) 842-3300	trogers@runsonnj.gov
Bethany	CT	Hurricane Sandy	Removed vegetative debris from the ROW and reduced it at a DMS.	<1 Hour	11/9/2012	12/1/2012	\$80,587	2,913 cubic yards	Rod White	(203) 509-3883	firemarsh@bethany-ct.com
Brantford	CT	Hurricane Sandy	Collected vegetative debris from the right-of-way and transported to DMS.	<1 Hour	11/9/2012	11/16/2012	\$102,862	4,840 cubic yards	Art Baker	(203) 488-4156	abaker@brantford-ct.gov
New London	CT	Hurricane Sandy	Debris collection and direct haul to final disposal site. Collected and transported sand.	<1 Hour	11/9/2012	11/14/2012	\$61,558	1,756 cubic yards	Tim Hanser	(860) 447-5250	thanser@ci.new-london.ct.us
Little Silver	NJ	Hurricane Sandy	Collected, reduced, hauled off and disposed of debris.	<1 Hour	11/8/2012	12/1/2012	\$1,808,040	52,563 cubic yards	Robert Helf	(973) 735-5778	robert.helf@wilsoneiser.com
Venmor	NJ	Hurricane Sandy	Debris collection including vegetation, C&D, HHW, and eWaste and disposal.	<1 Hour	11/7/2012	11/30/2012	\$672,620	3,045 tons	David Smith	(609) 823-7935	dsmith@venmorcty.org
Ocean Gate	NJ	Hurricane Sandy	Emergency road clearance. Debris collection, DMS management, debris reduction, haul off and disposal.	<1 Hour	11/6/2012	11/30/2012	\$394,335	10,484 cubic yards	Paul Kennedy	(732) 678-7432	ognmayor@verizon.net
Weston	CT	Hurricane Sandy	Collected vegetative debris on the ROW and hauled directly to the final disposal site.	<1 Hour	11/6/2012	12/1/2012	\$129,998	4,605 cubic yards	Sergeant Ferullo	(203) 222-2672	mferullo@westonpolice.com
Fairfield	CT	Hurricane Sandy	Collected debris from the ROW including vegetative, C&D, eWaste, HHW and white goods. Managed DMS site.	<1 Hour	11/5/2012	12/14/2012	\$488,781	16,815 cubic yards	Scott Bartlett	(203) 256-3176	sbartlet@town.fairfield.ct.us
Fairfax County	VA	Hurricane Sandy	Provided Emergency Road Clearance Operations and ROW debris removal.	<1 Hour	11/2/2012	11/5/2012	\$29,325	Emergency Push	Dennis Batts	(703) 324-5057	dennis.batts@fairfaxcounty.gov
Barnegat	NJ	Hurricane Sandy	Debris collection, DMS management, debris reduction, haul off and disposal.	<1 Hour	11/1/2012	1/1/2013	\$288,116	10,374 cubic yards	David Breedon	(609) 699-0080	dbreedon@barnegat.net
Bay Head	NJ	Hurricane Sandy	Debris collection including vegetation, C&D, HHW, eWaste and white goods. Freon removal from white goods, DMS management, debris reduction, haul off and disposal.	<1 Hour	11/1/2012	3/1/2013	\$3,533,548	84,844 cubic yards	Brian Magory	(732) 600-1225	bmagory@aol.com
Beach Haven	NJ	Hurricane Sandy	Debris collection, DMS management, debris reduction, haul off and disposal	<1 Hour	11/1/2012	1/1/2013	\$1,202,500	43,778 cubic yards	Robert Keeeler	(609) 492-0111 ext 17	councilmankeeeler@beachhaven-nj.gov
Ocean County	NJ	Hurricane Sandy	ROW debris removal, management, and disposal. Hazardous tree removal and storm drain clearing, DMS operations in multiple locations.	<1 Hour	11/1/2012	3/1/2013	\$87,000,000	1,325,876 cubic yards	Carl Block	(732) 929-2147	cblock@co.ocean.nj.us
New York	NY	Hurricane Sandy	Provided equipment rental of vehicles, light towers, boilers, and generators. Removal of 74 sunken vessels including operation of the vessel aggregation area. Wrecker, inventory and storage services provided for 3,503 stray and abandoned vehicles.	<12 Hours	11/1/2012	3/1/2013	\$4,000,000	Hourly Services & Vehicle and Vessel Management	Robert Cleary	(212) 386-0228	rcleary@dcas.nyc.gov
State of Connecticut	CT	Hurricane Sandy	Provided emergency roadway clearance and support to state and CTDOT. Assisted state museum with debris clearance and hazardous tree removal.	<1 Hour	10/30/2012	12/3/2012	\$344,942	Hourly work and other support	Judy Pahl	(860) 256-0877	judy.pahl@ct.gov
City of Alexandria	VA	Hurricane Sandy	Provided Emergency Road Clearance Operations	<24 Hours	10/30/2012	11/2/2012	\$11,812	Emergency Push	Yon Lambert	(703) 706-3940	Yon.lambert@alexandriava.gov
City of Baltimore	MD	Hurricane Sandy	Provided Emergency Road Clearance Operations	<24 Hours	10/30/2012	11/2/2012	\$72,700	Emergency Push	Eric Dille	(410) 396-6110	erk.dille@calvinrecty.gov
Fairfax County	VA	Severe rainstorm	Following a severe rainstorm (derecho), collected and disposed of debris by the hour.	<24 Hours	7/27/2012	8/8/2012	\$143,891	Hourly Services	Dennis Batts	(703) 324-5057	Dennis.batts@fairfaxcounty.gov
Live Oak	FL	Tropical Storm Debby	Collection and transport of construction and demolition material generated as a result of flooding of residential homes from storm from the ROW to the final disposal location.	<1 Hour	7/24/2012	9/7/2012	\$41,146.21	4,975 cubic yards	Robert Farley	(386) 362-2276	farley@cityofliveoak.org
Springfield	MA	IMA Severe Storm & Snow Storm	ROW debris removal, management, and disposal for Parks Department. Hazardous tree removal and DMS operations. Debris existed long after the event occurred and AshBritt was brought in to do final cleanup and debris removal.	<6 Hours	7/3/2012	7/31/2012	\$784,236	Debris Management	Pat Sullivan	(413) 787-6444	psullivan@cityofspringfield.com
Fairfax	VA	Severe rainstorm	Following a severe rainstorm (derecho), collected and disposed of debris by the hour.	<24 hours	7/1/2012	7/6/2012	\$37,532	Hourly Services	Ken Rudnicki	(703) 385-4846	krudnick@fairfaxva.gov

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Springfield College	MA	MA Severe Storm & Snowstorm	ROW debris removal, management, and disposal. Hazardous tree removal and DMS operations. Debris existed long after the event occurred and AshBritt was brought in to do final cleanup and debris removal.	<12 Hours	3/28/2012	5/7/2012	\$942,605	7,822 cubic yards	John Mailhot	(413) 748-3145	jmailhot@spfldcol.edu
Margate	FL	Hurricane Wilma	Waterway debris removal, transportation and disposal.	<24 Hours	3/1/2012	4/1/2012	\$254,763	NRCS Waterway Mission	Sam May	(954) 972-6454	smay@margatefl.com
Berlin	CT	CT Severe Storm	Hazardous tree removal and ROW debris collection.	<12 Hours	12/11/2011	1/28/2012	\$573,408	12,083 cubic yards	Art Simonian	(860) 828-5143	asimonian@town.berlin.ct.us
East Granby	CT	CT Severe Storm	Debris collection and transportation. DMS management and debris reduction.	<18 Hours	12/5/2011	1/11/2012	\$421,112	16,019 cubic yards	Jim Hayden	(860) 553-2576	jimh@egrowthall.com
Warren	MA	MA Severe Storm & Snowstorm	ROW debris removal, management, and disposal. Hazardous tree removal and DMS operations.	<24 Hours	12/5/2011	12/26/2011	\$409,923	2,908 cubic yards	Bob Souza	(774) 200-1678	
Lunenburg	MA	MA Severe Storm & Snowstorm	ROW debris removal, management, and disposal. Hazardous tree removal and DMS operations.	<24 Hours	12/2/2011	12/15/2011	\$627,553	19,318 cubic yards	Jack Rodriguez	(508) 331-5155	jrodriguez@lunenburgonline.com
Lancaster	MA	MA Severe Storm & Snowstorm	ROW debris removal, management, and disposal. Hazardous tree removal and DMS operations.	<24 Hours	12/1/2011	12/15/2011	\$773,029	17,000 cubic yards	Orlando Pacheco	(978) 365-3326	opacheco@lancasterma.net
Northborough	MA	MA Severe Storm & Snowstorm	ROW debris removal, management, and disposal. Hazardous tree removal and DMS operations.	<24 Hours	11/30/2011	12/7/2011	\$260,087	2,497 cubic yards	Kimberly Hood	(508) 393-5041	khood@town.northborough.ma.us
Windsor Locks	CT	CT Severe Storm	Vegetative debris collection. DMS management, haul out and disposal.	<12 Hours	11/28/2011	3/13/2012	\$1,152,524	58,129 cubic yards	Scott Lappen	(860) 558-7476	slappen@wbooks.com
Wales	MA	MA Severe Storm & Snowstorm	ROW debris removal, management, and disposal. Hazardous tree removal and DMS operations.	<24 Hours	11/28/2011	12/3/2011	\$261,961	3,003 cubic yards	Jeff Vamalis	(413) 245-7571	select@townofwales.net
Ellington	CT	CT Severe Storm	Vegetative debris collection, transportation and reduction.	<18 Hours	11/22/2011	11/28/2011	\$166,096	6,401 cubic yards	Tim Webb	(860) 870-3140	twebb@ellington-ct.gov
Plymouth	CT	CT Severe Storm	Vegetative debris collection from right of way.	<18 Hours	11/22/2011	12/11/2011	\$200,835	9,453 cubic yards	Tony Lorenzetti	(860) 586-4029	alorenzetti@plymouthct.us
Ware	MA	MA Severe Storm & Snowstorm	ROW debris removal, management, and disposal. Hazardous tree removal and DMS operations.	<24 Hours	11/21/2011	12/9/2011	\$866,437	27,942 cubic yards	Thom Martens	(413) 967-9620	tmartens@townofware.com
Enfield	CT	CT Severe Storm	Debris collection from right of way, DMS management and debris reduction.	<12 Hours	11/18/2011	12/17/2011	\$5,151,237	189,079 cubic yards	Dave Tuttle	(860) 763-7524	dtuttle@enfield.org
Monson	MA	MA Severe Storm & Snowstorm	ROW debris removal, management, and disposal. Hazardous tree removal and DMS operations.	<12 Hours	11/18/2011	12/9/2011	\$2,704,413	34,393 cubic yards	John Morrell	(413) 267-4135	highways@hallowmorecountyma.gov
Agawam	MA	MA Severe Storm & Snowstorm	ROW debris removal, management, and disposal. Hazardous tree removal and DMS operations.	<24 Hours	11/18/2011	1/19/2012	\$5,494,927	160,175 cubic yards	Chris Golba	(413) 786-0404	cgolba@agawam.ma.us
Suffield	CT	CT Severe Storm	Vegetative debris collection, debris reduction and DMS management.	<12 Hours	11/16/2011	11/28/2011	\$1,059,959	32,561 cubic yards	John Chonnan	(860) 666-3890	jchonnan@suffieldtownhall.com
Southwick	MA	MA Severe Storm & Snowstorm	ROW debris removal, management, and disposal. Hazardous tree removal and DMS operations.	<12 Hours	11/16/2011	12/5/2011	\$1,826,726	45,355 cubic yards	Karl Shnehart	(413) 569-5995	ksinehart@southwickma.net
Danbury	CT	CT Severe Storm	Hazardous tree and hanger removal. Debris collection, DMS management, debris reduction, haul off and disposal.	<12 Hours	11/14/2011	12/17/2011	\$3,538,302	102,659 cubic yards	Paul Estefan	(203) 948-3769	p.estefan@danbury-ct.gov
Palmer	MA	MA Severe Storm & Snowstorm	ROW debris removal, management, and disposal. Hazardous tree removal and DMS operations.	<12 Hours	11/14/2011	12/12/2011	\$2,317,021	55,201 cubic yards	Charles Blanchard	(413) 283-2603	townmgr@townofpalmer.com
Holland	MA	MA Severe Storm & Snowstorm	ROW debris removal, management, and disposal. Hazardous tree removal and DMS operations.	<24 Hours	11/14/2011	12/14/2011	\$1,110,286	15,147 cubic yards	Jim Wetlaufer	(413) 427-3417	selectmen@townofholland.nexcommail.com
New Milford	CT	CT Severe Storm	Debris collection. DMS management, debris reduction, haul off and disposal.	<12 Hours	11/12/2011	12/8/2011	\$875,576	32,930 cubic yards	Mike Zarba	(860) 355-6040	mzarba@newmilford.org
South Windsor	CT	CT Severe Storm	Vegetative debris collection, debris reduction via grinding, haul off and disposal.	<12 Hours	11/11/2011	12/23/2011	\$7,352,033	234,795 cubic yards	Jeff Doolittle	(860) 644-2511	jeffrey.doolittle@southwindsor.org
Wilbraham	MA	MA Severe Storm & Snowstorm	ROW debris removal, management, and disposal. Hazardous tree removal and DMS operations.	<12 Hours	11/9/2011	12/9/2011	\$4,635,738	108,993 cubic yards	Ed Miga	(413) 544-1075	emiga@wilbraham-ma.gov
Vernon	CT	CT Severe Storm	Debris collection, site management, debris reduction, haul off and disposal.	<18 Hours	11/9/2011	12/3/2011	\$2,618,960	80,211 cubic yards	Robert Klenhans	(860) 870-3500	rkleinhans@vernon-ct.gov
Newington	CT	CT Severe Storm	Vegetative debris removal, debris reduction, haul off and disposal.	<12 Hours	11/8/2011	11/22/2011	\$1,256,907	41,834 cubic yards	Tom Molloy	(860) 883-3367	tmolloy@newingtonct.gov
Manchester	CT	CT Severe Storm	Vegetative debris collection from ROW, site management debris reduction, haul off and disposal.	<18 Hours	11/8/2011	12/21/2011	\$4,718,661	167,984 cubic yards	Ken Longo	(860) 930-3963	klongo@manchestercrct.gov
Holyoke	MA	MA Severe Storm & Snowstorm	ROW debris removal, management, and disposal. Hazardous tree removal and DMS operations.	<24 Hours	11/8/2011	12/9/2011	\$3,872,491	87,377 cubic yards	William Fuqua	(413) 322-5645	lfuqua@ci.holyoke.ma.us
Chicopee	MA	MA Severe Storm & Snowstorm	ROW debris removal, management, and disposal. Hazardous tree removal and DMS operations.	<24 Hours	11/7/2011	12/6/2011	\$5,293,912	160,832 cubic yards	Stan Kulig	(413) 575-9695	skulig@chicopeema.gov
Ludlow	MA	MA Severe Storm & Snowstorm	ROW debris removal, management, and disposal. Hazardous tree removal and DMS operations.	<24 Hours	11/7/2011	12/12/2011	\$3,239,752	85,130 cubic yards	Paul Dzubeck	(413) 583-5625	pdzubeck@ludlow.ma.us
Bristol	CT	CT Severe Storm	Right of way vegetation collection, DMS management, debris reduction, haul out and disposal.	<12 Hours	11/5/2011	12/18/2011	\$2,877,610	70,379 cubic yards	Sheree Comeault	(860) 584-6102	shereecomeault@ci.bristol.ct.us
West Springfield	MA	MA Severe Storm & Snowstorm	ROW debris removal, management, and disposal. Hazardous tree removal and DMS operations.	<12 Hours	11/5/2011	12/8/2011	\$4,930,034	123,752 cubic yards	Mike Pattavina	(413) 263-3234	mpattavina@westspringfield.ma.us
Sturbridge	MA	MA Severe Storm & Snowstorm	ROW debris removal, management, and disposal. Hazardous tree removal and DMS operations.	<24 Hours	11/5/2011	11/21/2011	\$1,405,221	18,629 cubic yards	Shaun Suhoski	(508) 347-2500	ssuhoski@town.sturbridge.ma.us

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Hartford	CT	CT Severe Storm	Debris collection, hazardous tree removal, DMS management, debris reduction, haul out and disposal.	<18 Hours	11/3/2011	1/11/2012	\$5,057,914	99,314 cubic yards	Jack Hale	(860) 757-4979	Halej002@hartford.gov
West Hartford	CT	CT Severe Storm	Hazardous tree and hanger removal. Vegetative debris collection. Managed two DMS sites, reduced debris via grinding, hauled off debris and disposed of reduced material.	<6 Hours	11/3/2011	12/8/2011	\$10,564,936	338,489 cubic yards	John Phillips	(860) 748-0280	johnp@westhartford.org
Longmeadow	MA	MA Severe Storm & Snowstorm	ROW debris removal, management, and disposal. Hazardous tree removal and DMS operations.	<24 Hours	11/2/2011	1/9/2012	\$11,124,023	279,136 cubic yards	Chad Thompson	(413) 565-4136	cthompson@longmeadow.org
Springfield	MA	MA Severe Storm & Snowstorm	Emergency Road Clearance. ROW debris removal, management, and disposal. Hazardous tree removal and DMS operations.	<6 Hours	11/2/2011	3/15/2012	\$25,671,027	522,864 cubic yards	Chris Cignoli	(413) 750-2808	ccignoli@springfieldcityhall.com
State of Connecticut	CT	CT Severe Storm	On October 29, 2011 much of the State of Connecticut was blanketed by as much as 27 inches of wet snow due to an early season snowstorm resulting in extensive vegetative damage. Approximately 800,000 residents were without power. AshBritt's contract was activated by the State initially for emergency road clearance operations. AshBritt subsequently received 17 disaster debris management task orders for municipalities and three for state agencies including the Connecticut Department of Transportation. Statewide operations included the removal of hazardous hanging limbs from 86,210 trees, the removal of 11,185 hazardous trees and the loading, hauling, reduction through grinding and disposal. Through beneficial re-use, of 1,835,101 cubic yards of vegetative material. AshBritt utilized company owned equipment as well as the support of 141 subcontractors utilizing over 1,293 pieces of rubber-tired equipment to assist in this large storm-generated debris management project. AshBritt had more than 35 personnel including corporate principals, senior project managers, safety officers, project managers, quality control representatives and administrative staff.	<1 Hour	10/29/2011	3/12/2012	\$79,538,607	1,835,101 cubic yards	Judy Pahl	(860) 256-0877	judy.pahl@ct.gov
			On October 29, 2011 most of the state was blanketed by as much as 27 inches of wet snow from the Massachusetts Severe Storm and Snowstorm. This event generated massive amounts of hurricane like vegetative debris. AshBritt received separate task orders from the State for emergency road clearance operations in various municipalities. Additionally, the state offered the contract to all municipalities and public agencies for large volume debris removal, management and disposal operations. Twenty separate municipalities as well as the City of Springfield's Parks Department and publicly owned Springfield College chose to utilize this contract. AshBritt removed hazardous hanging limbs (hangers) from 101,835 trees and 5,143 hazardous leaning trees (leaners). AshBritt loaded, hauled and reduced through grinding 1,774,452 cubic yards of vegetative material. All vegetative material was disposed of through beneficial re-use. AshBritt utilized company owned equipment as well as 101 subcontractors deploying 694 pieces of rubber-tired equipment. AshBritt had more than 75 personnel including corporate principals, senior project managers, project managers, quality control representatives and administrative staff working daily out of a local field office building in West Springfield, MA.	<6 Hours	10/29/2011	8/25/2012	\$79,489,033	1,774,452 cubic yards	David B. Mahr	(508) 820-2017	david.mahr@state.ma.us
Woodbury	CT	Hurricane Irene	Debris removal from Pomperaug River, transport and disposal. NRCS project.	<12 Hours	10/26/2011	10/31/2011	\$29,965	NRCS Waterway Mission	Gerald Stonski	(201) 263-2141	wdbysel@woodburyct.org
Brookfield	CT	Hurricane Irene	Right of way collection and direct haul to final disposal site.	<12 Hours	10/26/2011	11/26/2011	\$45,655	1,273 cubic yards	Ralph Tedesco	(203) 775-7318	nedesco@brookfieldct.gov
Fairfield	CT	Hurricane Irene	Right-of-way debris collection and direct haul to FDS.	<12 Hours	9/8/2011	9/9/2011	\$16,399	771 cubic yards	Scott Barlett	(203) 256-3176	Worksbarlett@town.fairfield.ct.us
Emporia	VA	Hurricane Irene	Debris collection and disposal.	<24 Hours	9/6/2011	9/21/2011	\$111,037	15,316 cubic yards	Ken Ryals	(434) 634-5788	k.ryals@ci.emporia.va.us
Chesapeake	VA	Hurricane Irene	Debris collection and hazardous tree and limb removal.	<24 Hours	8/29/2011	9/30/2011	\$52,272	47,475 cubic yards	Jeffrey Paul Morse	(757) 382-6272	jmorse@cityofchesapeake.net
State of Massachusetts	MA	Hurricane Irene	Emergency Road Repairs and Debris Clearance from roadways throughout State.	<24 Hours	8/28/2011	9/5/2011	\$701,608	Hourly Services	David Mahr	(508) 820-2017	david.mahr@state.ma.us
State of Connecticut	CT	Hurricane Irene	Roadway clearance, hazardous tree removal, debris collection and disposal.	<3 Hours	8/28/2011	9/22/2011	\$377,848	2,603 cubic yards	Judy Pahl	(860) 256-0877	judy.pahl@ct.gov
Chesapeake	VA	Tornado	Debris collection and disposal	<24 Hours	6/10/2011	6/24/2011	\$53,272	8,396 cubic yards	David Thompson	(757) 382-3439	dthompson@cityofchesapeake.net
Springfield	MA	EF3 Tornado	ROW debris collection, DMS management, debris reduction, haul off and disposal. Multiple NRCS projects. ROE program managed.	<1 Hour	6/8/2011	9/1/2011	\$7,398,536	163,000 cubic yards	Al Chwalek	(413) 787-6224	achwalek@springfieldcityhall.com
Monson	MA	EF3 Tornado	ROW debris collection, DMS management, debris reduction, haul off and disposal. Multiple NRCS projects. ROE program managed.	<1 Hour	6/7/2011	7/28/2011	\$4,854,020	112,308 cubic yards	John Morrell	(413) 267-4135	

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Wilbraham	MA	EF3 Tornado	ROW collection, DMS management, debris reduction, haul off and disposal. NRCS mission	<1 Hour	6/6/2011	7/18/2011	\$3,865,029	98,573 cubic yards	Ed Miga	(413) 544-1075	emiga@wilbraham-ma.gov
Experience Beyond 5 Years											
VDOT Bristol District	VA	Tornado	Collected and disposed of debris from a tornado outbreak in Washington County.	<24 Hours	5/9/2011	6/22/2011	\$135,591	80,160 cubic yards	John Watson	(276) 971-3576	j.watson@vdot.virginia.gov
Floyd County	GA	EF2 Tornado	Debris collection, site management, haul off and disposal.	<3 Hours	5/5/2011	6/6/2011	\$255,232	22,555 cubic yards	Michael Skeen	(706) 236-2476	skeemn@floydcountyga.org
Fayetteville	NC	EF3 Tornado	City clean-up following a devastating tornado. Established a local DMS, utilizing staff, subcontractors, and local personnel	<3 Hours	4/16/2011	8/18/2011	\$2,500,000	142,230 cubic yards	Benny Nichols	(910) 433-1726	bnichols@co.fay.nc.us
Windsor Locks School District	CT	CT Severe Storm	Right-of-way debris collection and hazardous tree removal	<6 Hours	3/2/2011	3/8/2011	\$34,922	467 cubic yards	Steve Mills	(860) 292-5711	smills@wpls.org
VDOT Bristol District	VA	Ice Storm	Collected and disposed of debris from ice storm in Dickinson County	<24 Hours	2/14/2011	4/28/2011	\$135,591	20,692 cubic yards	Walter Lawson	(276) 945-1672	Walter.lawson@vdot.virginia.gov
Alexandria	VA	Straight-line Windstorms	Debris clearing, collection and disposal.	<24 Hours	8/6/2010	9/13/2010	\$614,400	Hourly Services	Mark Penn	(703) 706-3940	Mark.penn@alexandria.gov
Hidalgo County	TX	2010 Flooding of the Rio Grande River	Relocation of flood waters from multiple low-lying communities throughout the County. Utilization of Super Vac Trucks and Pumps.	<24 Hours	7/1/2010	7/9/2010	\$614,400	Hourly Services	Rolando Benavides	(956) 318-2615	Rolando.benavides@co.hidalgo.tx.us
FL Dept of Env. Protection (Bay County)	FL	BP Oil Spill	Staging, deployment, maintenance, repair and removal of approximately 95,000 linear feet of oil deflection boom.	<24 Hours	6/10/2010	7/24/2010	\$10,081,385	Andillary Services	David Phillips	(850) 245-8952	dave.m.phillips@dep.state.fl.us
FL Dept of Env. Protection (Gulf County)	FL	BP Oil Spill	Staging, deployment, maintenance, repair and removal of approximately 11,000 linear feet of oil deflection boom.	<24 Hours	6/10/2010	7/24/2010	\$1,261,392	Andillary Services	David Phillips	(850) 245-8952	dave.m.phillips@dep.state.fl.us
Montgomery County	MD	Snow and Ice Storm	Provided snow clearing and removal using loaders and dump trucks. We used a total of 252 pieces of equipment and worked about 1,777 man-hours for a total of approximately 11,579 equipment/truck hours. Able to respond with 13 Mgmt personnel over the course of 8 days, with all equipment onsite within 3 days.	<24 Hours	2/11/2010	2/19/2010	\$2,645,617	Hourly Services	Craig Lease	(240) 773-3412	craig.lease@montgomerycountymd.gov
Baltimore County	MD	Snow and Ice Storm	Provided snow clearing and removal using loaders and dump trucks. Used a total of 10 pieces of equipment and worked about 40 man-hours for a total of approximately 1890 equipment /truck hours. We were able to respond with two management personnel within one day, having all equipment onsite within two days.	<24 Hours	2/11/2010	2/15/2010	\$416,441	Hourly Services	Jim Lahe	(410) 491-8965	highways@baltimorecountymd.gov
Carroll County	MD	Mid-Atlantic snowstorm	Provided snow clearing and removal using loaders and dump trucks. We used a total of 10 pieces of equipment and worked about 40 man-hours for a total of approximately 156 equipment /truck hours. We were able to respond with management personnel within one day, having all equipment onsite within two days.	<24 Hours	2/11/2010	2/13/2010	\$35,996	Hourly Services	Christopher Lemaunchyn	(410) 386-2416	clemaunchyn@ccg.carroll.org
Baltimore	MD	Snow and Ice Storm	Provided snow clearing and removal using loaders and dump trucks. We used a total of 56 pieces of equipment and worked about 685 man-hours for a total of approximately 5,659 equipment/truck hours. We were able to respond with three management personnel within one day, having all equipment onsite within two days.	<24 Hours	2/9/2010	2/18/2010	\$1,031,314	Hourly Services	Scott Brilman	(410) 396-9273	scott.brilman@baltimorecity.gov
Rockville	MD	Snow and Ice Storm	Provided snow clearing and removal, as well as salt delivery hauling, using loaders and dump trucks. Used a total of 40 pieces of equipment and worked about 259 man-hours for a total of approximately 1,500 equipment/truck hours. We were able to respond with four management personnel within one day, having all equipment onsite over the course of 1.2½ days.	<24 Hours	2/9/2010	2/17/2010	\$354,984	Hourly Services	Craig Simoneau	(240) 314-8500	csimoneau@rockvillemd.gov
Alexandria	VA	Mid-Atlantic snowstorm	Provided snow clearing and removal using loaders and dump trucks. Used a total of 66 pieces of equipment and worked about 866 man-hours. We were able to respond with management personnel within one day, having all equipment onsite within two days.	<24 Hours	2/6/2010	2/16/2010	\$1,271,276	Hourly Services	Mark Penn	(703) 706-3940	Mark.penn@alexandriava.gov
Collier County	FL	Tropical Storm Fay	Pickup of Disaster Debris from Public Property/ROW and Hauling and Disposal to approved Final Destination Site	N/A	10/8/2008	10/23/2008	\$218,634	15,077 cubic yards	Daniel Rodriguez	(239) 732-2508	danrodriguez@colliergov.net
Brevard County	FL	Tropical Storm Fay	Pickup of Disaster Debris from Public Property/ROW and Hauling and Disposal to approved Final Destination Site	N/A	10/1/2008	10/14/2008	\$1,033,612	60,800 cubic yards	Meritt Cogswell	(321) 633-2042	sw.webmis@brevardcounty.us

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Galveston	TX	Hurricane Ike	AshBritt supplied eligible debris collection, removal, temporary storage, management, reduction and lawful disposal. Work consisted of handling over 11,000 White Goods, of which 4,300 required Freon Extraction and 4,800 required decontamination owing to putrescent food and other substances. Also collected and processed over 2,200 E-waste units and over 195,000 pounds of household hazardous waste. Extra diligence had to be performed during recovery operations owing to the high number of historic structures severely damaged in the City. Overall, we collected approximately 7,500 loads of debris utilizing 140 hauling vehicles.	N/A	10/1/2008	10/28/2008	\$12,136,631	330,000 cubic yards	Charlie Kelly	(409) 765-3725	kellycha@cityofgalveston.org
Sour Lake	TX	Hurricane Ike	Provided emergency debris clearance. Provided eligible debris collection, removal, temporary storage, management, reduction by grinding and burning and lawful disposal. Overall, we collected approximately 450 loads of debris utilizing 22 hauling vehicles.	N/A	9/17/2008	10/19/2008	\$290,000	27,200 cubic yards	Larry Saurage	(409) 287-3573	lsaurage@maaccess.com
Hardin County	TX	Hurricane Ike	AshBritt supplied emergency power generation immediately following the hurricane. Provided emergency debris clearance. Provided eligible debris collection, removal, temporary storage, management, reduction by grinding and burning and lawful disposal. Overall, we collected approximately 6,400 loads of debris utilizing over 130 hauling vehicles.	N/A	9/16/2008	11/8/2008	\$4,500,000	337,000 cubic yards	Ken Pelt	(409) 287-3300	peltarm@outftrs.net
Kountze	TX	Hurricane Ike	Provided emergency debris clearance. Provided eligible debris collection, removal, temporary storage, management, reduction by grinding and burning and lawful disposal. Overall, we collected approximately 215 loads of debris utilizing 10 hauling vehicles.	N/A	9/16/2008	10/16/2008	\$137,000	10,100 cubic yards	Kimberly Haines	(409) 246-3463	
Brazoria	TX	Hurricane Ike	Provided eligible debris collection, removal, temporary storage, management, reduction by grinding and lawful disposal. Overall, we collected approximately 300 loads of debris utilizing 15 hauling vehicles.	N/A	9/16/2008	10/15/2008	\$245,000	15,500 cubic yards	Teresa Borders	(409) 656-8591	ctymanager@cityofbrazoria.org
Jersey Village	TX	Hurricane Ike	AshBritt collected, processed and disposed of approximately 38,000 cy of disaster debris, utilizing multiple local subcontractors for Jersey Village, TX. Debris collected within the Village was temporarily stored and processed at an AshBritt established local DMS site.	N/A	9/16/2008	10/12/2008	\$500,000	38,000 cubic yards	Michael Brown	(713) 466-2107	mbrown@ce.jersey-village.tx.us
Rose Hill Acres	TX	Hurricane Ike	Provided emergency debris clearance. Provided eligible debris collection, removal, temporary storage, management, reduction by grinding and burning and lawful disposal. Overall, we collected approx. 157 loads of debris utilizing 9 hauling vehicles.	N/A	9/16/2008	10/16/2008	\$131,000	7,900 cubic yards	Nannette Knight	(409) 755-7160	mystormyknight@yahoo.com
Pasadena	TX	Hurricane Ike	AshBritt collected, processed and disposed of approximately 428,000 cy of disaster debris, utilizing multiple local subcontractors for Pasadena, TX. Debris collected within the City was temporarily stored and processed at multiple AshBritt established local DMS sites.	N/A	9/15/2008	10/26/2008	\$4,500,000	428,000 cubic yards	Robin Greene	(713) 475-7835	rgreen@ci.pasadena.tx.us
Orange County	TX	Hurricane Ike	AshBritt collected, processed and disposed of approximately 620,000 cy of disaster debris, utilizing multiple local subcontractors. Debris collected within the county was temporarily stored and processed at multiple AshBritt established local TDSR sites, which also processed debris brought in by outside contractors. Provided restoration services to 17 government buildings.	N/A	9/14/2008	2/10/2009	\$16,400,000	620,000 cubic yards	Jeff Kelly	(830) 221-1108	jeffkelly@live.com
Lumberton	TX	Hurricane Ike	AshBritt supplied emergency power generation. Provided emergency debris clearance. Provided eligible debris collection, removal, temporary storage, management, reduction by grinding and burning and lawful disposal. Overall, we collected approximately 1,610 loads of debris utilizing 35 hauling vehicles.	N/A	9/14/2008	10/15/2008	\$725,000	65,100 cubic yards	Steve Clark	(409) 755-3700	steve@cityoflumberton.com
Bridge City	TX	Hurricane Ike	Supplied emergency power generation, fuel and pumping services, as well as mobile sleeper units, showers, a mobile command center and an aviation trailer immediately following hurricane.	N/A	9/14/2008	9/30/2008	\$573,000	Ancillary Services	Jerry Jones	4096261723;	jjones@bridgcityex.com
Vidor	TX	Hurricane Ike	Supplied emergency power generation and mobile shower units immediately following hurricane.	N/A	9/14/2008	10/5/2008	\$171,000	Ancillary Services	Ray Mosely	97979891351	rmoseley@vidorisd.org
Nome	TX	Hurricane Ike	Supplied emergency power generation immediately following landfall of hurricane Ike.	N/A	9/14/2008	9/28/2008	\$48,000	Ancillary Services	David Studdert	(409) 656-0946	davidstuddert@hotmail.com
Beaumont	TX	Hurricane Ike	Supplied 7 emergency power generators immediately following hurricane.	N/A	9/12/2008	10/1/2008	\$260,000	Ancillary Services	Tim Oronsachek	(409) 466-5117	bonsaschek@ci.beaumont.tx.us
Victoria	TX	Hurricane Ike	Supplied 5 emergency power generators and 200 cots directly following hurricane.	N/A	9/10/2008	9/24/2008	\$235,000	Ancillary Services	David Martyn	(361) 575-0851	dmartyn@victoriatx.org
Wharton County	TX	Hurricane Ike	Supplied emergency power generation immediately following hurricane.	N/A	9/10/2008	9/24/2008	\$25,000	Ancillary Services	Andy Kirkland	(979) 532-2541	andy.kirkland@co.wharton.tx.us

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Hidalgo County	TX	Hurricane Dolly	AshBritt collected, processed and disposed of approximately 650,000 cy of disaster debris, utilizing multiple local subcontractors for Hidalgo County, TX due to Hurricane Dolly. Debris collected within the county was temporarily stored and processed at multiple AshBritt established local DMS sites, which also processed debris brought in by outside contractors. Relocated approximately 350 million gallons of flood water utilizing vac trucks and hydraulic pumps.	N/A	7/25/2008	11/24/2008	\$11,600,000	645,000 cubic yards	Raul Lozano	(956) 975-8044	raul.lozano@hidalgocountyjudge.com
Miami Beach	FL	Hurricane Wilma	Waterway debris removal including vegetation, C & D and vessels following Hurricane Wilma via mechanical dredging.	N/A	6/27/2006	7/27/2006	\$331,271	Waterway Debris Mission	Fred Beckman	(305) 673-7080	fbeckmann@miamibeachfl.gov
Oakland Park	FL	Hurricane Wilma	Waterway debris removal from two waterways following Hurricane Wilma.	N/A	6/27/2006	7/27/2006	\$115,000	Waterway Debris Mission	Dave Wornax	(954) 561-3280	dave@oaklandparkfl.org
Weston	FL	Hurricane Wilma	Waterway debris removal from waterways after Hurricane Wilma.	N/A	6/27/2006	7/27/2006	\$100,000	Waterway Debris Mission	Brad Kaine	(954) 410-7269	bkaine@westonfl.org
Weston	FL	Hurricane Wilma	AshBritt collected, processed and disposed of approximately 244,396 cy of disaster debris, utilizing 166 collection trucks for the City of Weston. Debris collected within the City was temporarily stored and processed at AshBritt's Broward County DMS site.	N/A	11/2/2005	3/2/2006	\$3,500,000	244,396 cubic yards	Brad Kaine	9544107269	bkaine@westonfl.org
Broward County Facilities Dept.	FL	Hurricane Wilma	Removed vegetative debris from Broward County facilities and transported to Broward County based DMS.	N/A	11/1/2005	2/1/2006	\$589,007	6,594 cubic yards	Sherrie Dunleavy	(954) 357-5612	sdunleavy@broward.org
Miramar	FL	Hurricane Wilma	Collected debris from the right of way.	N/A	11/1/2005	12/15/2005	\$125,800	9,866 cubic yards	Ralph Trapani	(954) 883-6832	rtrapani@ci.miramar.fl.us
Port St. Lucie	FL	Hurricane Wilma	Collected debris from the right of way and transported to a DMS. Due to citrus canker being present in the area, vehicles were sprayed upon arrival to the DMS.	N/A	10/31/2005	12/20/2005	\$2,501,663	104,633 cubic yards	Larry Nadeau	(772) 871-5104	L.Nadeau@cityofpsl.com
St. Lucie County	FL	Hurricane Wilma	Collected debris from the right of way and transported to a DMS. Due to citrus canker being present in the area, vehicles were sprayed upon arrival to the DMS.	N/A	10/31/2005	1/11/2006	\$2,684,092	100,481 cubic yards	John Frank	(772) 462-2097	FrankJ@stlucieco.gov
Boca Raton	FL	Hurricane Wilma	AshBritt collected and processed over 640,000 cy of disaster debris, while disposing of over 215,816 cy of reduced vegetative waste and C&D. AshBritt managed 1 DMS site. Debris was reduced by grinding. Over 18,250 loads were managed for both debris collection and disposal, utilizing 172 collection trucks and 128 disposal trucks. Debris was disposed of at 2 final disposal sites.	N/A	10/29/2005	2/12/2006	\$16,900,000	642,274 cubic yards	Judy Atern	(561) 416-3384	jahern@ci.boca-raton.fl.us
Coral Gables	FL	Hurricane Wilma	AshBritt collected and processed 213,948 cy of disaster debris, while disposing of over 56,400 cy of reduced vegetative waste and C&D. AshBritt managed 2 DMS sites. Debris was reduced by grinding. 4,950 loads were managed for both debris collection and disposal, utilizing 55 collection trucks and 51 disposal trucks. Debris was disposed of at 2 final disposal sites.	N/A	10/29/2005	1/29/2006	\$6,057,000	213,948 cubic yards	Dan Keys	(305) 460-5130	dkeys@coralgables.com
Parkland	FL	Hurricane Wilma	AshBritt collected and processed 244,911 cy of disaster debris, while disposing of over 62,000 cy of reduced vegetative waste and C&D. AshBritt managed one DMS site. Debris was reduced by grinding. Over 7,240 loads were managed for both debris collection and disposal, utilizing 88 collection trucks and 68 disposal trucks. Debris was disposed of at two final disposal sites.	N/A	10/29/2005	3/2/2006	\$6,000,000	244,911 cubic yards	Jim Berkman	(954) 757-4121	jberkman@cityofparkland.org
Sunrise	FL	Hurricane Wilma	AshBritt collected and processed 199,548 cy of disaster debris, utilizing 163 trucks. Overall, 5,609 loads were managed for both debris collection and disposal. Debris was disposed of at 3 final disposal sites.	N/A	10/29/2005	4/20/2006	\$2,900,000	199,548 cubic yards	Richard Salamon	(954) 801-1313	rsalamon@cityofsunrise.org
Plantation	FL	Hurricane Wilma	Cut and toss, removal and disposal, and mechanical dredging of hazardous trees and other debris in designated areas in and adjacent to canals, and other items as specified. Repair and restoration of affected areas.	N/A	10/28/2005	2/12/2006	\$7,274,000	Waterway Debris Mission	Frank DeCelles	(954) 452-2536	FDeCelles@plantation.org
Broward County	FL	Hurricane Wilma	AshBritt collected and hauled a combined 228,000 cy of debris for Broward County, Broward Facilities, and Broward Highways and Bridges, using 187 trucks. We also managed 2 County TDSR sites, each of which accepted debris from municipalities within the County, including debris collected from other contractors. AshBritt was responsible for processing, reducing and disposing a total of 2,393,299 cy of debris, utilizing over 450 trucks.	N/A	10/28/2005	2/25/2006	\$28,005,753	204,105 cubic yards	Rahn Tewari	(954) 577-2394	RTIEWARI@broward.org
Plantation	FL	Hurricane Wilma	AshBritt collected, processed and disposed of 366,551 cy of disaster debris, utilizing 160 collection trucks for the City of Plantation. 12,681 loads of debris were collected and hauled. Debris collected within the City was temporarily stored and processed at AshBritt's Broward County DMS site.	N/A	10/28/2005	2/1/2006	\$7,274,000	366,551 cubic yards	Frank DeCelles	(954) 452-2536	fdecelles@plantation.org

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Collier County	FL	Hurricane Wilma	AshBritt collected and processed 1,278,000 cy of disaster debris from the right of way in Collier County, Marco Island and The City of Naples while disposing of 344,000 cy of reduced vegetative waste and C&D. AshBritt managed 6 DMS sites. Debris was reduced by grinding and compaction. Overall, more than 34,000 loads were managed for both debris collection and disposal, utilizing 614 collection trucks and 216 disposal trucks. Debris was disposed of at 11 final disposal sites, many of which were for beneficial use application of reduced vegetative debris (agricultural and power cogeneration). AshBritt also supplied emergency power, emergency containment for petroleum releases, and vacuum truck service to the County.	N/A	10/23/2005	2/16/2006	\$24,300,000	1,278,000 cubic yards	Daniel Rodriguez	(239) 732-2508	danrodriguez@collergov.net
Davie	FL	Hurricane Wilma	AshBritt collected 593,789 cy of disaster debris, utilizing 180 trucks. Overall, 16,617 loads were managed for debris collection. Debris was stored and processed at AshBritt's Broward County DMS site.	N/A	10/23/2005	2/18/2006	\$9,436,000	593,789 cubic yards	Bruce Bernard	(954) 797-1245	Bruce_bernard@davie-fl.gov
Broward County Highways and Bridges Dept.	FL	Hurricane Wilma	Collected debris from the right of way and transported to Broward County DMS.	N/A	10/1/2005	11/1/2005	\$481,148	26,704 cubic yards		(954) 974-4100	kelliott@broward.org
Cooper City	FL	Hurricane Wilma	Collected debris from the right of way and transported to Broward County DMS. Removed hazardous leaners and hangers.	N/A	10/1/2005	2/1/2006	\$3,659,105	217,464 cubic yards	Carl Miller	(954) 434-2300	cmiller@coopercityfl.org
Dania Beach	FL	Hurricane Wilma	Collected debris from the right of way.	N/A	10/1/2005	2/1/2006	\$1,488,572	98,144 cubic yards	Leo Williams	(954) 651-5031	
Gulfstream	FL	Hurricane Wilma	Collected debris from the right of way.	N/A	10/1/2005	12/1/2005	\$180,459	10,670 cubic yards	Bill Thrasher	(561) 276-5116	bthrasher@gulfstream.org
Homestead	FL	Hurricane Wilma	Collected debris from the right of way.	N/A	10/1/2005	12/1/2005	\$1,788,697	78,836 cubic yards	Julio Brea	(305) 224-4772	jbrea@cityofhomestead.com
Miami Beach	FL	Hurricane Wilma	ROW debris collection including vegetative and C&D material. Operated a DMS, hauled out reduced material and disposed of it.	N/A	10/1/2005	2/1/2006	\$331,271	135,825 cubic yards	Fred Beckman	(305) 673-7080	fbeckmann@miamibeachfl.gov
Oakland Park	FL	Hurricane Wilma	Right of way debris collection, debris reduction, haul out and disposal.	N/A	10/1/2005	2/1/2006	\$4,026,352	151,906 cubic yards	Dave Womax	(954) 561-3280	davew@oaklandparkfl.org
Homestead	FL	Hurricane Katrina	Collected debris from the right of way and transported to DMS. Operated DMS to reduce and haul off the material.	N/A	9/6/2005	9/16/2005	\$273,766	12,834 cubic yards	Julio Brea	(305) 224-4772	jbrea@cityofhomestead.com
US Army Corps of Engineers	Multi	Hurricane Katrina	AshBritt was the Initial Response contractor for both Louisiana (LA) and Mississippi (MS). Within the first 30 days following contract activation, AshBritt initiated debris removal operations in 11 LA jurisdictions assigned by task order from the USACE and was tasked to service 16 separate jurisdictions in MS, covering over 8,400 square miles and over 175 miles inland. AshBritt identified and designated collection zones in each jurisdiction. We sourced, retained and assigned subcontractors for all collection zones. Of vital importance to the mission, AshBritt provided emergency quarters and hygiene facilities for more than 300 government personnel, as well as established a commissary that served more than 10,000 meals. In LA, we provided over 50,000 gallons of emergency diesel fuel for initial operations, avoiding any equipment downtime. We also developed and staffed 26 TDSR sites throughout the affected areas and had collected and hauled over 1,000,000 cy of debris in less than 5 weeks. Additionally, we removed 19 tons of putrefied food from commercial cold storage facilities in Orleans Parish. In MS, we collected, hauled and processed approximately 21 million cubic yards of vegetative debris and wreckage, staffing, managing and operating 52 temporary debris processing sites. Specifically, we hauled over 700,000 loads of debris, using approximately 12,400 certified vehicles.	N/A	9/1/2005	8/28/2006	\$650,000,000	21,500,000 cubic yards	Joan Arnold	(337) 281-5092	missy.k.arnold@mvk02.usace.army.mil
Davie	FL	Hurricane Katrina	Collected debris from the right of way and transported to Broward County DMS for reduction and disposal.	N/A	9/1/2005	9/15/2005	\$549,321	43,280 cubic yards	Bruce Bernard	(954) 797-1245	Bruce_bernard@davie-fl.gov
Broward County	FL	Hurricane Katrina	Collected debris from the right of way in unincorporated Broward County. Operated central DMS for Broward County.	N/A	8/30/2005	9/21/2005	\$3,083,848	24,020 cubic yards	Peter Foye	(954) 765-4202	pfoye@broward.org
Miami Lakes	FL	Hurricane Katrina	Collected debris from the right of way and transported directly to the final disposal site.	N/A	8/30/2005	9/3/2005	\$105,006	9,097 cubic yards	Alex Rey	(305) 364-6100	
Weston	FL	Hurricane Katrina	Collected debris from the right of way and transported to debris management site.	N/A	8/30/2005	9/23/2005	\$12,602	1,980 cubic yards	Brad Kaine	(954) 410-7269	bkaine@westonfl.org
Cooper City	FL	Hurricane Katrina	Collected debris on the ROW and transported to Broward County DMS for processing and disposal.	N/A	8/29/2005	10/10/2005	\$286,204	13,315 cubic yards	Carl Miller	(954) 434-2300	cmiller@coopercityfl.org
Dania Beach	FL	Hurricane Katrina	Collected debris from the right of way and transported to Broward County DMS for reduction and disposal.	N/A	8/29/2005	10/3/2005	\$385,460	25,235 cubic yards	Leo Williams	(954) 651-5031	lwilliams@ci.dania-beach.fl.us

Client	State	Event Details	Description of Services Provided	Response Time	Start Date	End Date	Final Project Cost	Event & Contract Details	Point of Contact	Phone Number	Email
Oakland Park	FL	Hurricane Katrina	Collected debris from the right of way and transported to DMS where material was reduced and disposed of.	N/A	8/29/2005	9/10/2005	\$139,386	9,859 cubic yards	Dave Womax	(954) 561-3280	davew@oaklandparkfl.org
Plantation	FL	Hurricane Katrina	Collected debris from the right of way and transported to Broward County DMS where material was reduced and disposed of.	N/A	8/29/2005	9/21/2005	\$843,676	59,084 cubic yards	Frank DeCelles	(954) 452-2536	fdecels@plantation.org
Miami Beach	FL	Hurricane Katrina	Collected debris from the ROW and transported to DMS. Reduced debris at DMS and hauled off resulting material for disposal.	N/A	8/28/2005	9/20/2005	\$1,274,258	42,392 cubic yards	Fred Beckman	(305) 673-7080	fbeckmann@miamibeachfl.gov
Coral Gables	FL	Hurricane Katrina	AshBritt collected and processed 152,680 cy of disaster debris, while disposing of over 55,000 cy of reduced vegetative waste and C&D. AshBritt managed 1 TDSR site. Debris was reduced by grinding, Overall, over 4,002 loads were managed for both debris collection and disposal, utilizing 51 collection trucks and 28 disposal trucks. Debris was disposed of at 2 final disposal sites.	N/A	8/26/2005	10/7/2005	\$4,450,000	152,680 cubic yards	Dan Keys	(305) 460-5130	dkeys@coralgables.com
Escambia County	FL	Hurricane Ivan	Hazardous Tree Removal/Waterway Cleaning. Hazardous tree mitigation removal, loading, burning and disposal. Vegetative debris removal via mechanical, hydraulic dredging. Repair and restoration of affected areas.	N/A	8/1/2005	9/1/2005	\$3,500,000	Debris Management & Waterway Debris Mission	George Touart	(850) 595-4947	George_Touart@co.escambia.fl.us
Escambia County	FL	Hurricane Dennis	AshBritt collected and processed 699,936 cy of disaster debris, while disposing of over 299,000 cy of reduced vegetative waste and C&D. AshBritt managed 3 TDSR sites. Debris was reduced by grinding and burning. Overall, 20,665 loads were managed for both debris collection and disposal, utilizing 161 collection trucks and 73 disposal trucks. Debris was disposed of at 9 final disposal sites. A significant portion of reduced vegetative debris was diverted for beneficial use.	N/A	7/13/2005	10/19/2005	\$10,400,000	699,936 cubic yards	Bob McLaughlin	(850) 595-4946	bob_mclaughlin@co.escambia.fl.us
Jefferson Parish	LA	Hurricane Cindy	Initially provided hourly debris clearance services following landfall of Hurricane Cindy. Shifted to DMS management and debris reduction shortly thereafter.	N/A	7/5/2005	7/31/2005	\$694,555	73,225 cubic yards	Dino Bonano	736-6615	DBonano@jeffparish.net
Escambia County	FL	Hurricane Ivan	Hazardous Tree Removal/Waterway Cleaning. Cleared vegetative debris generated from Hurricane Ivan from Three Old Fannie Road Bridge, Phe Barren Creek, and Thompson Bayou via mechanical, hydraulic dredging.	N/A	6/27/2005	7/27/2005	\$220,612	Debris Management & Waterway Debris Mission	George Touart	(850) 595-4947	George_Touart@co.escambia.fl.us
San Diego County	CA	Fire Safety and Fuels Reduction/Hazard Mitigation	Removal, processing and lawful disposal of approximately 110,000 dead, dying and/or infested trees (Bark Beetle) over a 1,500 acre area. Work conducted using experienced manpower and heavy equipment and cranes via felling, climbing, chipping, and hauling to an approved final disposal sites.	N/A	6/1/2005	7/30/2005	\$2,500,000	Mitigation Services	Tamara Ford	858 6942646	
Escambia County	FL	Hurricane Ivan	AshBritt collected and processed 2,356,984 cy of disaster debris, while disposing of over 1,053,000 cy of reduced vegetative waste and C&D. AshBritt managed 4 TDSR sites and 3 citizen drop-off sites. Debris was reduced by grinding, compaction and burning. Overall, 95,631 loads were managed for both debris collection and disposal, utilizing over 700 collection trucks and 350 disposal trucks. Debris was disposed of at 16 final disposal sites. A significant portion of reduced vegetative debris was diverted for beneficial use.	N/A	9/22/2004	5/31/2005	\$44,000,000	2,356,984 cubic yards	George Touart	(850) 595-4947	George_Touart@co.escambia.fl.us
Brevard County	FL	Hurricane Frances	AshBritt collected 377,560 cy of disaster debris, utilizing 215 trucks. Overall, 12,687 loads were collected and hauled to 6 final destination sites.	N/A	9/22/2004	11/30/2004	\$9,250,000	377,560 cubic yards	Euri Rodriguez	321 6332042	euriplies.rodriguez@brevardcounty.us
Fort Pierce	FL	Hurricane Frances	AshBritt collected and processed 253,668 cy of disaster debris, while disposing of approximately 219,609 cy of reduced vegetative waste and C&D. AshBritt managed 3 TDSR sites. Debris was reduced by grinding and compaction. Overall, 9,027 loads were managed for both debris collection and disposal, utilizing 191 collection trucks and 120 disposal trucks. Debris was disposed of at 3 final disposal sites.	N/A	9/18/2004	1/5/2005	\$6,300,000	253,668 cubic yards	Bob Hood	772 4602200	bhood@city-ftperce.com
Boca Raton	FL	Hurricane Frances	AshBritt collected 151,338 cy of disaster debris, utilizing 71 trucks. 1,239 loads were collected and hauled to 2 TDSR sites. Over 5,150 cy of debris was disposed of using 26 trucks.	N/A	9/7/2004	11/11/2004	\$4,200,000	151,339 cubic yards	Judy Atern	561 4163384	jatern@ci.boca-raton.fl.us
Port St. Lucie	FL	Hurricane Frances	AshBritt collected and processed 533,407 cy of disaster debris, while disposing of over 150,000 cy of reduced vegetative waste and C&D. AshBritt managed 3 TDSR sites. Debris was reduced by grinding, compaction and burning. Overall, 18,100 loads were managed for both debris collection and disposal, utilizing over 200 collection trucks and 150 disposal trucks. Debris was disposed of at 5 final disposal sites. Portions of reduced vegetative debris were diverted for beneficial agricultural use and fuel source.	N/A	9/6/2004	4/20/2005	\$14,400,000	533,407 cubic yards	Larry Nadeau	772 8715100	lnadeau@cityofpsl.com
St. Lucie County	FL	Hurricane Frances	AshBritt collected 307,987 cy of disaster debris, utilizing 200 trucks. Overall, 9,239 loads were collected and hauled to 4 final destination sites.	N/A	9/6/2004	1/16/2005	\$9,800,000	307,987 cubic yards	Don West	(772) 462-2728 Ext 1707	buchananl@stlucieco.org

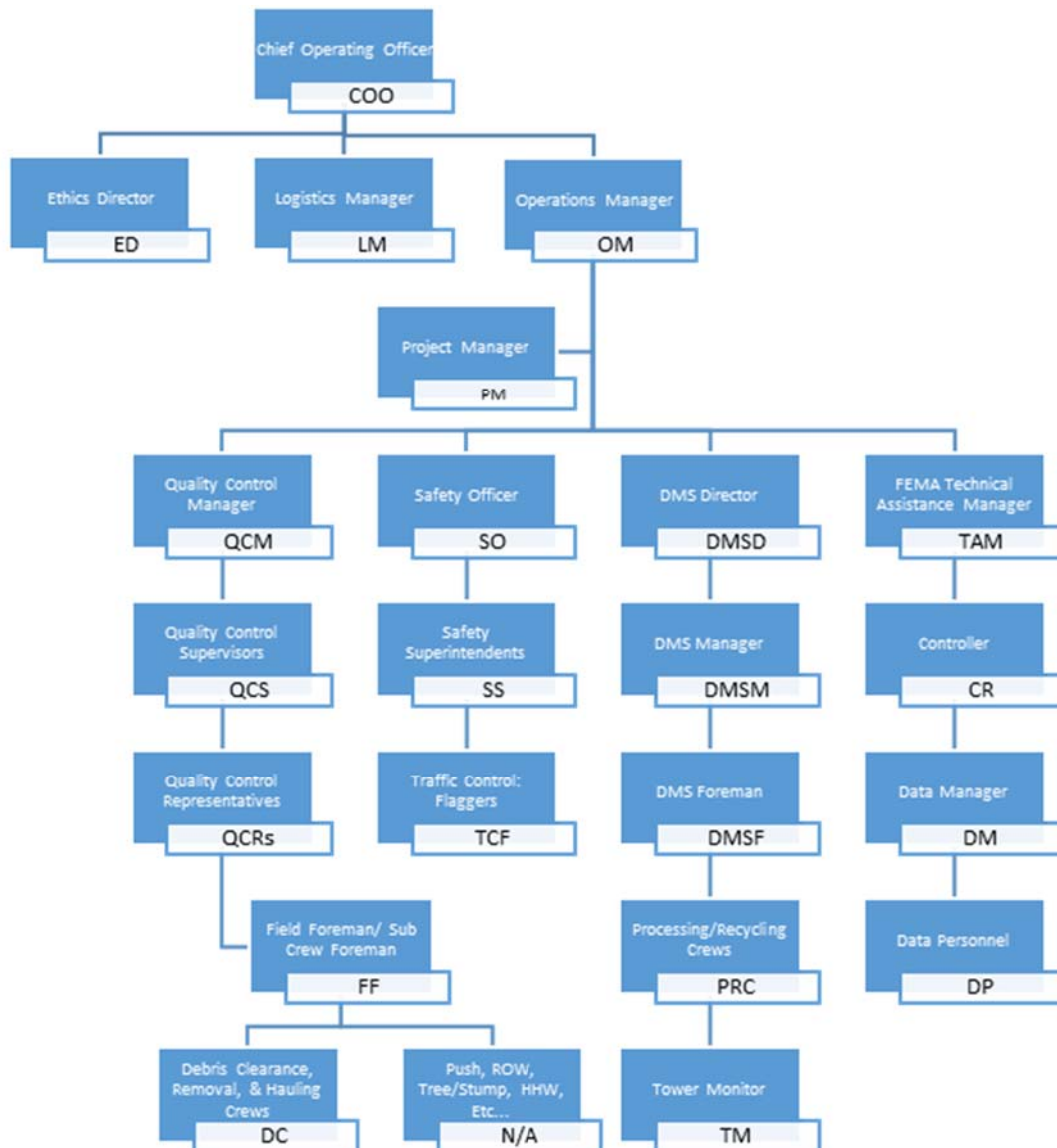
Client	State	Event Details	Description of Services Provided	Response Time	Start Date	End Date	Final Project Cost	Event & Contract Details	Point of Contact	Phone Number	Email
Orange County	FL	Hurricane Charley	AshBritt collected and processed 1,004,512 cy of disaster debris, while disposing of approximately 135,400 cy of reduced vegetative waste and C&D. AshBritt managed 7 TDSR sites. Debris was reduced by grinding and compaction. Overall, 41,683 loads were managed for both debris collection and disposal, utilizing over 500 collection trucks and 200 disposal trucks. Debris was disposed of at 5 final disposal sites. Portions of reduced vegetative debris were diverted for beneficial agricultural use and fuel source. In addition, AshBritt conducted emergency pumping operations and Vac-truck catch basin and sewer clearing.	N/A	8/16/2004	3/31/2005	\$25,300,000	1,004,512 cubic yards	Mark Massaro	(407) 835-7900	mark.massaro@ocfl.net
Orlando	FL	Hurricane Charley	AshBritt collected and processed 404,215 cy of disaster debris, while disposing of approximately 112,000 cy of reduced vegetative waste and C&D. AshBritt managed 3 TDSR sites. Debris was reduced by grinding, compaction and burning. Overall, 16,764 loads were managed for both debris collection and disposal, utilizing over 350 collection trucks and 150 disposal trucks. Debris was disposed of at 3 final disposal sites. Portions of reduced vegetative debris were diverted for beneficial agricultural use and fuel source.	N/A	8/16/2004	2/26/2005	\$8,800,000	404,215 cubic yards	Mike Carroll	(407) 246-2314	mike.carroll@ci.orlando.fl.us
Charlotte County	FL	Hurricane Charley	AshBritt collected and processed 1,865,459 cy of disaster debris, while disposing of over 300,000 cy of reduced vegetative waste and C&D. AshBritt managed 4 TDSR sites. Debris was reduced by grinding, compaction and burning. Overall, 77,623 loads were managed for both debris collection and disposal, utilizing over 600 collection trucks and 200 disposal trucks. Debris was disposed of at 3 final disposal sites. Portions of reduced vegetative debris were diverted for beneficial agricultural use and fuel source. Additionally, AshBritt provided emergency dry-in services and roof tarping support for several County properties.	N/A	8/15/2004	6/25/2005	\$57,000,000	1,865,459 cubic yards	Alan Holbach	(941) 575-3624	alan.holbach@charlottefl.com
Hampton	VA	Imminent Danger Tree Program	Project Description: Mitigation, removal and disposal of hazardous hanging limbs, leaning trees, tree felling, stump excavation, tree and root grubbing, and site restoration.	N/A	9/1/2003	3/1/2004	\$1,500,000	Debris Management	Ted Henflin	(757) 727-6346	thenflin@hrsdc.com
Hampton	VA	Hurricane Isabel	AshBritt collected and processed approximately 2,200,000 cy of disaster debris, while disposing of over 750,000 cy of reduced vegetative waste and C&D. AshBritt managed 1 massive TDSR site in excess of 100 acres. Debris was reduced by grinding, compaction and burning. Overall, 6875 loads were managed for both debris collection and disposal, utilizing over 190 collection trucks and 85 disposal trucks. In addition, AshBritt removed over 1,400 hazardous trees under the imminent danger tree program, removed debris from sewers and catch basins throughout the City, provided emergency power to municipal buildings and lift stations, provided propane delivery as generator fuel the City EOC, provided technical assistance to the City as it relates to the Public Assistance program categories A-G.	N/A	9/1/2003	3/1/2004	\$23,809,544	552,484 cubic yards	Ted Henflin	(757) 727-6020	thenflin@hrsdc.com
Chowan County	NC	Hurricane Isabel	AshBritt conducted emergency response road clearance and debris collection for the County during the 70 hour emergency period. AshBritt collected 28,000 cy of debris, while disposing of 9,500 cy of reduced vegetative waste and C&D. Overall, 945 loads were managed for both debris collection and disposal, utilizing over 59 collection trucks.	N/A	9/1/2003	9/10/2003	\$313,281	28,000 cubic yards	Patricia Madry	(252) 482-4365	patty.madry@ncmail.net
Edenton	NC	Hurricane Isabel	AshBritt conducted emergency response road clearance and debris collection for the City during the 70 hour emergency period. AshBritt collected 25,000 cy of debris, while disposing of 8,500 cy of reduced vegetative waste and C&D. Overall, 840 loads were managed for both debris collection and disposal, utilizing over 52 collection trucks.	N/A	9/1/2003	9/10/2003	\$269,509	25,000 cubic yards	Ann Marie Knighton	(704) 866-6775	anne-marie.knighton@ncmail.net
Sumter	SC	Ice Storm	AshBritt collected and processed approximately 76,000 cy of disaster debris, while disposing of over 25,000 cy of reduced vegetative waste and C&D. AshBritt managed 3 TDSR sites. Debris was reduced by grinding, compaction and burning. Overall, 2,500 loads were managed for both debris collection and disposal, utilizing over 45 collection trucks. Portions of reduced vegetative debris were diverted for beneficial agricultural use and fuel source. Provided technical assistance to the City as it relates to the Public Assistance program categories A-G.	N/A	1/1/2003	3/1/2003	\$837,035	76,000 cubic yards	Bobby Galloway	(803) 438-2329	

Client	State	Event Details	Description of Services Provided	Response Time	Start Date	End Date	Final Project Cost	Event & Contract Details	Point of Contact	Phone Number	Email
Sumter County	SC	Ice Storm	AshBritt collected and processed approximately 32,000 cy of disaster debris, while disposing of over 10,700 cy of reduced vegetative waste and C&D. AshBritt managed 3 TDSR sites. Debris was reduced by grinding, compaction and burning. Overall, 1,100 loads were managed for both debris collection and disposal, utilizing over 27 collection trucks. Portions of reduced vegetative debris were diverted for beneficial agricultural use and fuel source. Provided technical assistance to the County as it relates to the Public Assistance program categories A-G.	N/A	1/1/2003	3/1/2003	\$355,270	32,000 cubic yards	Bobby Galloway	(803) 436-2329	
Southern Pines	NC	Ice Storm	AshBritt collected approximately 13,000 cy of disaster debris, utilizing 22 trucks. 406 loads were collected and hauled to 1 FDS site.	N/A	12/1/2002	12/30/2002	\$147,865	13,000 cubic yards	Tim Allen	(910) 692-1983	allen@southernpines.net
Gastonia	NC	Ice Storm	AshBritt collected approximately 59,000 cy of disaster debris, utilizing 74 trucks. 1,239 loads were collected and hauled to 2 TDSR sites. Over 5,150 cy of debris were disposed of using 22 trucks.	N/A	12/1/2002	2/1/2003	\$651,257	59,000 cubic yards	David Mitchell	(704) 866-6775	
Huntersville	NC	Ice Storm	AshBritt collected approximately 14,000 cy of disaster debris, utilizing 21 trucks. 466 loads were collected and hauled to 2 TDSR sites. Over 529 cy of debris were disposed of in an Final Disposal Site (FDS).	N/A	12/1/2002	2/1/2003	\$158,796	14,000 cubic yards	Mark Settlemeier	(704) 875-6541	
Comelius	NC	Ice Storm	AshBritt collected approximately 14,000 cy of disaster debris, utilizing 26 trucks. 481 loads were collected and hauled to 1 TDSR sites. Over 541 cy of debris was disposed in a FDS.	N/A	12/1/2002	2/1/2003	\$155,749	14,000 cubic yards	Matthew Bulick	(704) 895-5212	
Acadia Parish	LA	Hurricane Lili	AshBritt collected approximately 113,000 cy of disaster debris, consisting of vegetative and mixed debris. We assisted the Parish with emergency push operations and conducted hazardous stump and tree removal.	N/A	9/1/2002	11/1/2002	\$1,244,284	113,000 cubic yards	John Quebodeaux	(337) 783-4357	
Scott	LA	Hurricane Lili	Managed recovery operations for City of Scott, LA including emergency road clearance and ROW debris collection.	N/A	9/1/2002	10/1/2002	\$216,055	20,000 cubic yards	Hazel Myers	(337) 233-4130	hmyers@xpedius.net
Iberia Parish	LA	Hurricane Lili	AshBritt collected over 300,000 cubic yards of disaster debris including C&D and vegetation. Performed over 400 right-of-entries.	N/A	9/1/2002	11/1/2002	\$3,464,926	315,000 cubic yards	Will Langlinalis	(337) 365-8246	wlanglinalis@iberiaparishtowngovernment.com
LaPlata	MD	EF5 Tornado	Removed approximately 35,000 cy of disaster debris and 2,000 stumps.	N/A	5/1/2002	8/1/2002	\$382,297	35,000 cubic yards	Robert Miller	(410) 974-7254	
Charles County	MD	EF5 Tornado	AshBritt removed more than 90,000 cy of disaster debris and in excess of 2,000 stumps.	N/A	5/1/2002	8/1/2002	\$1,052,598	96,000 cubic yards	Stephen Staples	(301) 932-3450	stapless@charlescounty.org
Kay County	OK	Ice Storm	AshBritt removed in excess of 150,000 cy of disaster debris. Debris was only vegetation. Significant hazardous tree work.	N/A	2/1/2002	6/1/2002	\$1,734,987	158,000 cubic yards	Dee Scheiber	(580) 765-3237	
Ponca	OK	Ice Storm	AshBritt removed in excess of 215,000 cy of disaster debris. Debris was mostly vegetative. Significant hazardous tree work performed.	N/A	2/1/2002	3/1/2002	\$2,413,651	219,000 cubic yards	Gary Martin	(580) 767-0339	citymanager@poncacity.net
Newkirk	OK	Ice Storm	AshBritt removed in excess of 45,000 cy of disaster debris. Debris was mostly vegetative. Hazardous tree work performed.	N/A	2/1/2002	3/1/2002	\$508,635	46,000 cubic yards	Harold Harris	(580) 362-2117	blackwell-eoc@agrc.com
Blackwell	OK	Ice Storm	ROW Debris Collection/Disposal	N/A	2/1/2002	6/1/2002	\$460,012	42,000 cubic yards	Terry Bonewell	(580) 363-7250	
Bowie County	TX	Ice Storm	ROW Debris Collection/Disposal	N/A	12/1/2000	5/1/2001	\$4,045,500	368,000 cubic yards	Judge J. Carlow	(903) 628-6718	
New Boston	TX	Ice Storm	ROW Debris Collection/Disposal	N/A	12/1/2000	5/1/2001	\$511,826	47,000 cubic yards	Mayor J. Branson	(903) 628-5569	
Wake Village	TX	Ice Storm	ROW Debris Collection/Disposal	N/A	12/1/2000	5/1/2001	\$363,969	33,000 cubic yards	Bob Long	(903) 838-0515	
Southern Pines	NC	Ice Storm	ROW Debris Collection/Disposal	N/A	2/1/2000	4/1/2000	\$497,035	45,000 cubic yards	Tim Allen	(910) 692-1983	
Palm Beach County	FL	Hurricane Irene	ROW Debris Collection/Disposal	N/A	11/1/1999	12/16/1999	1,280,740	116,000 cubic yards	John Archambo	(561) 840-4000	jarchambo@swa.org
Brevard County	FL	Hurricane Irene	ROW Debris Collection/Disposal	N/A	11/1/1999	12/16/1999	\$558.00	51,000 cubic yards	Peter Jurgel	(407) 984-8170	
Jupiter	FL	Hurricane Irene	ROW Debris Collection/Disposal	N/A	11/1/1999	12/1/1999	\$246,000	22,000 cubic yards	Jeff Sabin	(561) 545-1327	
Boca Raton	FL	Hurricane Irene	ROW Debris Collection/Disposal	N/A	11/1/1999	12/1/1999	\$174,551	16,000 cubic yards	Dan Moretti	(561) 393-7700	
Brevard County	FL	Hurricane Floyd	ROW Debris Collection/Disposal	N/A	9/1/1999	10/16/1999	\$634,000	58,000 cubic yards	Peter Jurgel	(407) 984-8170	
Bladenboro	NC	Hurricane Floyd	ROW Debris Collection/Disposal	N/A	9/1/1999	10/1/1999	\$66,000	6,000 cubic yards	Delane Jackson	(910) 863-3655	
Scotlandneck	NC	Hurricane Floyd	ROW Debris Collection/Disposal	N/A	9/1/1999	10/1/1999	\$25,000	2,000 cubic yards	Russell Tudor	(252) 826-3152	
Newcastle	OK	EF5 Tornado	ROW Debris Collection/Disposal	N/A	5/1/1999	7/1/1999	\$2,154,900	196,000 cubic yards	Liz Cooley	(405) 476-8833	
Midwest City	OK	EF5 Tornado	ROW Debris Collection/Disposal	N/A	5/1/1999	7/1/1999	\$2,730,998	248,000 cubic yards	Tom Canfield	(405) 739-1207	
Monroe County	FL	Tropical Storm Mitch	ROW Debris Collection/Disposal	N/A	11/1/1998	5/1/1999	\$2,500,000	227,000 cubic yards	Clark Lake	(305) 292-4432	
Monroe County	FL	Hurricane Georges	ROW Debris Collection/Disposal	N/A	9/1/1998	3/1/1999	\$15,300,000	1,391,000 cubic yards	Clark Lake	(305) 292-4432	
Norfolk	VA	Hurricane Bonnie	ROW Debris Collection/Disposal	N/A	8/1/1998	10/1/1998	\$1,100,000	100,000 cubic yards	Victor Shal	(757) 864-4699	
DeKalb and Gwinnett Counties	GA	EF3 Tornado	ROW Debris Collection/Disposal	N/A	4/1/1998	9/1/1998	\$3,500,000	318,000 cubic yards	Tom Black	(404) 371-4778	
Kissimmee	FL	EF2 Tornado	ROW Debris Collection/Disposal	N/A	11/1/1998	2/1/1998	\$650,000	59,000 cubic yards	Chuck O'Hara	(407) 240-0044	
Raleigh	NC	Hurricane Fran	ROW Debris Collection/Disposal	N/A	9/1/1996	3/1/1997	\$8,500,000	773,000 cubic yards	Director	(423) 688-8342	

Client	State	Event Details	Description of Services Provided	Response Time	Start Date	End Date	Final Project Cost	Event & Contract Details	Point of Contact	Phone Number	Email
Pensacola	FL	Hurricane Opal	ROW Debris Collection/Disposal	N/A	10/1/1995	4/1/1996	\$1,700,000	155,000 cubic yards	Bragg Farmer	(850) 301-2801	
Pensacola	FL	Hurricane Erin	ROW Debris Collection/Disposal	N/A	8/1/1995	2/1/1996	\$1,350,000	123,000 cubic yards	Bragg Farmer	(850) 301-2801	
Memphis	TN	Ice Storm	ROW Debris Collection/Disposal	N/A	10/1/1993	3/1/1994	\$950,000	86,000 cubic yards	City of Memphis	(901) 576-6951	
USACE Jacksonville	FL	Hurricane Andrew	ROW Debris Collection/Disposal	N/A	8/1/1992	7/30/1993	\$2,920,000	265,000 cubic yards	Joe Williams	(713) 676-7821	

■ Organizational Structure of Business

All operational direction and orders, as related to our response and site-specific Debris Management Plan and all of the previously delineated processes and actions for our management team, field personnel, and subcontracted resources will be directly channeled down our organizational command line through our Operations Manager. The Operations Manager will directly communicate with City representatives in all functional areas of the EOC and ICS structure and relay pertinent information regarding the contract and the mission to our management and field team. This will include all specific task orders and authorizations and approvals for resource commitment. Team managers and supervisors will, in turn, receive and disseminate information down the line and translate into operational action. AshBritt will put an administrative process in place to track and log all project communications and deliverables. This will be done through an array of logs, forms, journals and reports. Please reference our *Organizational Chart* below for this specific project.



Note: AshBritt's general organizational structure is based closely on the features of the Incident Command System (ICS). Specifically, it is modeled in a top-down, modular fashion that allows for both expansion and contraction depending on the size and complexity of the event to which we respond. We have a base organization structure and staffing plan for sole contract activations and a base expanding structure for multiple task orders or activations for regional and statewide contract scenarios.

- **Additional Information:**

AshBritt's Corporate Headquarters (565 E. Hillsboro Blvd. Deerfield Beach, FL 33441) will be the office that will contract for services to the City of Port Orange, FL.

- | | |
|--|-----------------------------------|
| ■ FEIN: 65-0364711 | ■ Duns No.: 848970893 |
| ■ Date of Incorporation: 10/28/1992 | ■ FL Corp. Cert No.: P92000000600 |
| ■ State of Florida: Business Entity - For-Profit Corporation | ■ FL GC License No.: CGC060313 |
| | ■ 40 Employees |

■ **Signature Projects**

AshBritt has presented detailed information of our signature projects to demonstrate our capacity, qualifications, and competency in responding to comparable projects as identified in this solicitation. This includes experience working with various local and state governments. The projects listed below will identify AshBritt's ability to respond and manage projects of grave diversity with significant challenges.

- **State of New Jersey – Hurricane Sandy, 2012-2013**

Hurricane Sandy Recovery Operations

November 1, 2012-March 30, 2013 - 3,171,531 cubic yards removed, managed, processed and disposed of.

- **Brief Description of Effort**

Specifically for our contract with the State of New Jersey, we were activated by the state and 53 municipalities covering 1,800 square miles of contracted geographic area. The effort that was involved with this contract activation was essentially the same scope and magnitude of effort and complexities this solicitation requires. AshBritt identified and designated collection zones in each municipal jurisdiction. We sourced, retained and assigned subcontractors for all collection zones. We developed, staffed and operated 42 Debris Management Sites throughout the affected areas. Three Million cubic yards of debris was collected in 90 days.

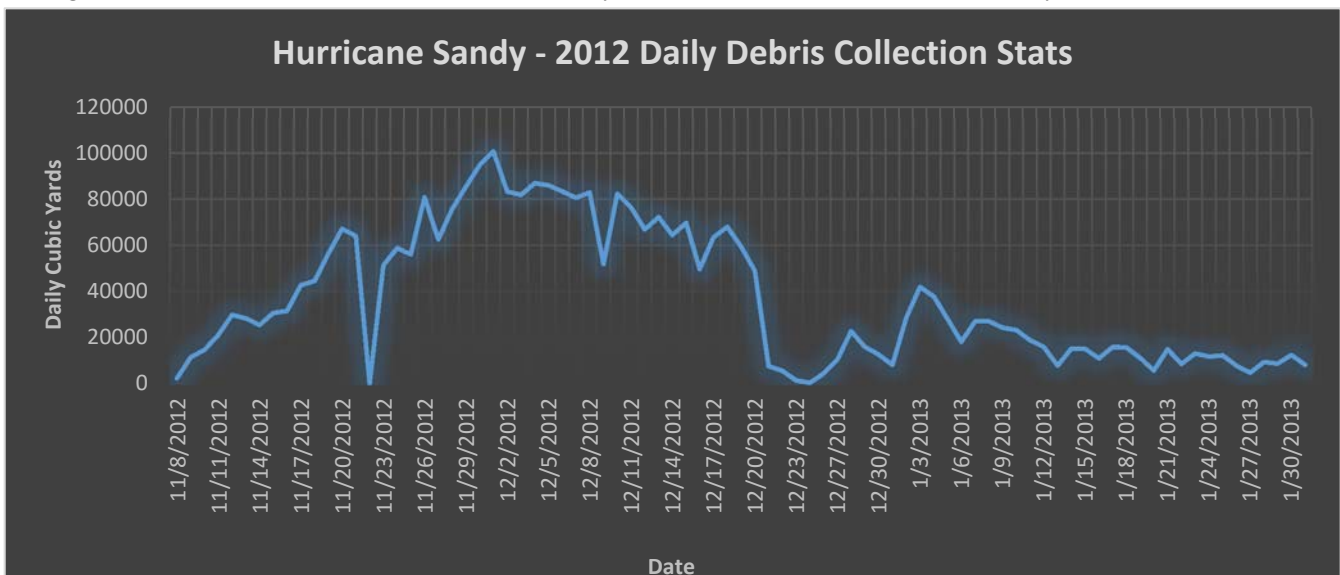


Exhibit 1 – Production Graph of AshBritt's Debris Collection Operations for Hurricane Sandy Response

Specifically, we hauled 64,891 loads of debris, using 1,755 certified operational vehicles. We employed and managed 94 subcontractors, 70 of which were domiciled in NJ, to remove the 5,000 hazardous trees and 45,000 dangerous hanging limbs, 36 tree crews deployed. There were numerous special debris waste streams encountered on this project.

This was the most diverse response in terms of combined tasks for special debris under one contract. Utilizing our household hazardous waste (HHW) crews, we removed and disposed of 2,900 drums (55gal) of HHW. AshBritt collected, hauled, and processed 60 tons of e-waste, 20,000 white goods – 5,000 contained Freon. All were delivered to local recycling centers. Multiple sand screening machines engaged in screening 200,000 cubic yards of sand that washed from the beaches into the public streets. We located, established and operated a vessel aggregation area for 42 sunken or submerged vessels recovered by AshBritt.

▪ **Dollar Value of the Contract**

\$136,463,050.25

▪ **Location of the Effort**

AshBritt served the following localities under the State of New Jersey contract during recovery efforts for Hurricane Sandy:

• Bayonne	• Little Silver	• Bay Head	• Seaside Heights	• Red Bank
• Belmar	• Loch Arbour	• Beach Haven	• Seaside Park	• Roselle
• Bernardsville	• Manasquan	• Berkeley	• Ship Bottom	• Roselle Park
• Califon	• Middletown	• Brick	• Stafford	• Rumson
• Cranbury	• Neptune	• Jackson	• Toms River	• Sayreville
• Deal	• Newark	• Lakewood	• Ocean Gate	• Scotch Plains
• Flemington	• State of New Jersey, DEP	• Lavallette	• Old Bridge Township	• Sea Bright
• Hillside	• Ocean Township (Monmouth County)	• Long Beach	• Point Pleasant Beach	• Sea Girt
• Holmdel	• Ocean County	• Manchester	• Princeton Township	• Tewksbury
• Hopewell	• Barnegat	• Mantoloking	• Readington	• Tinton Falls
• Jersey City		• Ocean Township (Ocean County)		• Ventnor
• Keansburg				• Weymouth Township

▪ **Point of Contact Information**

Carl Block, Ocean County Administrator

Phone: (732) 929-2147 Email: cblock@co.ocean.nj.us; Fax: (732) 506-5000

▪ **Significant Challenges Encountered and Corrective Actions Taken**

We overcame many challenges executing this project. The following were among the most significant we faced in completing this project successfully.

Challenge: Successfully operating in multiple jurisdictions simultaneously over a large geographic area.

When Hurricane Sandy impacted the eastern United States, AshBritt was activated to provide debris management services in Virginia, Maryland, Delaware, New York, Connecticut, and Massachusetts. Subsequently, we were activated by New Jersey to support the state and 53 municipalities within the state. The challenge was mobilizing and managing our resources across seven states while providing effective leadership, command, and control.

Action Taken: Marshaled permanent staff, activated reserve personnel, and supplied sufficient resources to meet all contractual obligations.

The activation by the State of New Jersey imposed an immediate and significant demand for AshBritt to triple existing staff and resources. Through our large subcontractor network, we were able to instantaneously mobilize personnel and equipment. Rapid deployment of seasoned senior AshBritt staff, combined with the mobilization of experienced reserve project managers, provided each municipality in New Jersey with dedicated resources to meet this challenge. Work in all municipalities was successfully completed prior to the summer tourist season. This was an economic and political imperative.

Challenge: Expedited compliance with unique state license requirements.

The State of New Jersey requires that all companies transporting non-recyclable waste within its jurisdiction must have a state issued A-901 license. This “Certificate of Public Convenience and Necessity” allows contractors the privilege of hauling solid waste for the public in the State of New Jersey. This requirement was implemented as a measure to reduce the impact of organized crime in the waste hauling industry. Approximately 1/3 of all applications are denied. The process to obtain this license under normal conditions typically takes 6 to 9 months and cannot be waived.

Decals are issued by the state to waste hauling units that operate under a company’s A-901 license. The decal process requires the absolute integrity of all hauling vehicles by connecting the following items: the owner, the vehicle, the VIN #, the license plate, the state in which the vehicle is registered, the state in which the vehicle is titled, and the decal. Companies are required to return the decals to the state for units that are no longer hauling waste under their A-901 permit. The recapture of the decal is equally as important as the issuance to prevent unauthorized use of the privilege.

Action Taken: Leveraged strong administrative capability with performance controls.

The application and supporting documents, which included but were not limited to, corporate information and financial documents, personal history documents, and personal financials, totaled over 1,000 pages. AshBritt activated an all-hands, 24/7 effort to compile the required information and submit to the state within five days to meet mission requirements. Personal information provided in this license application is similar to that requested in the U.S. Office of Personnel Management’s Standard Form 86 used for an individual to receive a U.S. Government security clearance for a national security position. License approval was granted by the state to AshBritt 2 days after submission, allowing us to proceed with project performance in a timely manner. To ensure license compliance and decal recapture, AshBritt utilized performance-based subcontracts, in which payments by AshBritt would be withheld from a subcontractor that failed to turn in the decal upon job completion. It prevented both unauthorized tiering by subcontractors and undocumented subcontractors working on the contract. The New Jersey process parallels the performance-based matrix included in this solicitation.

Challenge: Managing haul out and disposal operations for reduced vegetation from multiple small DMS sites to a limited amount of low capacity final disposal locations.

Within the first 30 days after Hurricane Sandy made landfall, DMS with limited acreage began to fill rapidly with reduced vegetation. Disposal outlets in close proximity and often used by jurisdictions could no longer accept material due to permit capacity restrictions. Though many cost reduction strategies ranging from land application opportunities to out of state disposal were explored by AshBritt and the New Jersey Department of Environmental Protection (NJDEP), ultimately it was required that AshBritt utilize NJDEP recycling facilities permitted to accept reduced vegetation.

Action Taken: Assigned a task specific project manager to continually monitor and balance trucking resources with DMS site haul out requirements and available disposal site capacity.

Through extensive collaboration with NJDEP, AshBritt received daily status reports of recycling facility capacity limitations statewide. AshBritt project managers reported DMS site haul out requirements to the task specific project manager in order to allocate trucking resources the following day. Utilizing skilled and astute analysis, the project manager continually balanced trucking resources between 23 available disposal locations to effectively manage haul out operations at DMS sites in an environmentally compliant and safe manner.

■ **Quality of Product/Service**

There was no formal performance evaluation process for the New Jersey State contract. All work performed met or exceeded the terms and conditions of the contract. Major operations concluded within 90 days of the commencement of the project. As confirmation of our quality and performance, AshBritt has been selected by the State of New Jersey as a pre-positioned debris contractor in every subsequent dry debris solicitation and was awarded a contract for the Hurricane Sandy wet debris operation.



CARL W. BLOCK
County Administrator

OFFICE OF THE
OCEAN COUNTY ADMINISTRATOR
P.O. BOX 2191 ★ 101 HOOPER AVENUE ★ ADMINISTRATION BUILDING
TOMS RIVER, NEW JERSEY 08754-2191

Telephone
(732) 929-2055
(732) 929-2147

July 15, 2013

Ash Britt Environmental
565 E. Hillsboro Blvd.
Deerfield Beach, FL 33441

To Whom It May Concern:

The Ash Britt Corporation was hired by Ocean County in November of 2012 to remove right-of-way debris and vegetative debris. Once contracted, they mobilized in a quick and efficient manner operating over 300 trucks per day, removing the right of way debris seven days a week. In total, they removed between one and a half to two million cubic yards of debris. Some of the constraints they faced, as in many major hurricanes, were damaged roads and no electricity for weeks in an area of Ocean County virtually destroyed. They were able to keep their operation focused and because of their quick removal of the debris, it allowed our utility companies the opportunity to repair and reenergize electrical lines, gas lines, etc. and for the County and towns to repair streets and roads. They communicated daily with a coordinator from each town that was in the County's Shared Services Agreement as well as the County itself. There were 20 temporary debris management areas they managed which helped organize and expedite the removal with eighteen different mayors plus the County. I received no complaints and only compliments about the efficiency and thoroughness of the physical debris operation. Answering the ultimate question if I was faced with the opportunity of hiring this firm again, yes I would do so.

If you have any further questions, please feel free to contact my office.

Very truly yours,

A handwritten signature in black ink, appearing to read "Carl W. Block".

Carl W. Block
County Administrator

- ***State of Massachusetts – Massachusetts Severe Storm and Snowstorm, 2011-2012***

State of Massachusetts Emergency Management Agency (MEMA), Contract #HLS03
Massachusetts Severe Storm and Snowstorm of 2011 - October 29, 2011-August 25, 2012
1,774,452 cubic yards of vegetative material removed, managed and disposed of via beneficial re-use.

- **Brief Description of Effort**

AshBritt is the State of Massachusetts' sole contractor for emergency debris clearing, removal, management, and disposal operations. On October 29, 2011, most of the state was blanketed by as much as 27 inches of wet snow from the Massachusetts Severe Storm and Snowstorm. This event generated massive amounts of hurricane like

vegetative debris. AshBritt received separate Notice To Proceeds from the State for emergency road clearance operations in 32 municipalities. Additionally, the state offered the contract to all municipalities and public agencies for large volume debris removal, management, and disposal operations. Twenty separate municipalities, as well as the City of Springfield's Parks Department and publicly owned Springfield College, chose to utilize this contract. AshBritt removed hazardous hanging limbs (hangers) from 101,835 trees and 5,143 hazardous leaning trees (leaners). AshBritt loaded, hauled and reduced through grinding 1,774,452 cubic yards of vegetative material. All vegetative material was disposed of through beneficial reuse. AshBritt utilized company owned equipment as well as 101 subcontractors deploying 694 pieces of rubber-tired equipment. AshBritt had more than 75 personnel including corporate principals, senior project managers, project managers, quality control representatives and administrative staff working daily out of a local field office building in West Springfield, MA.

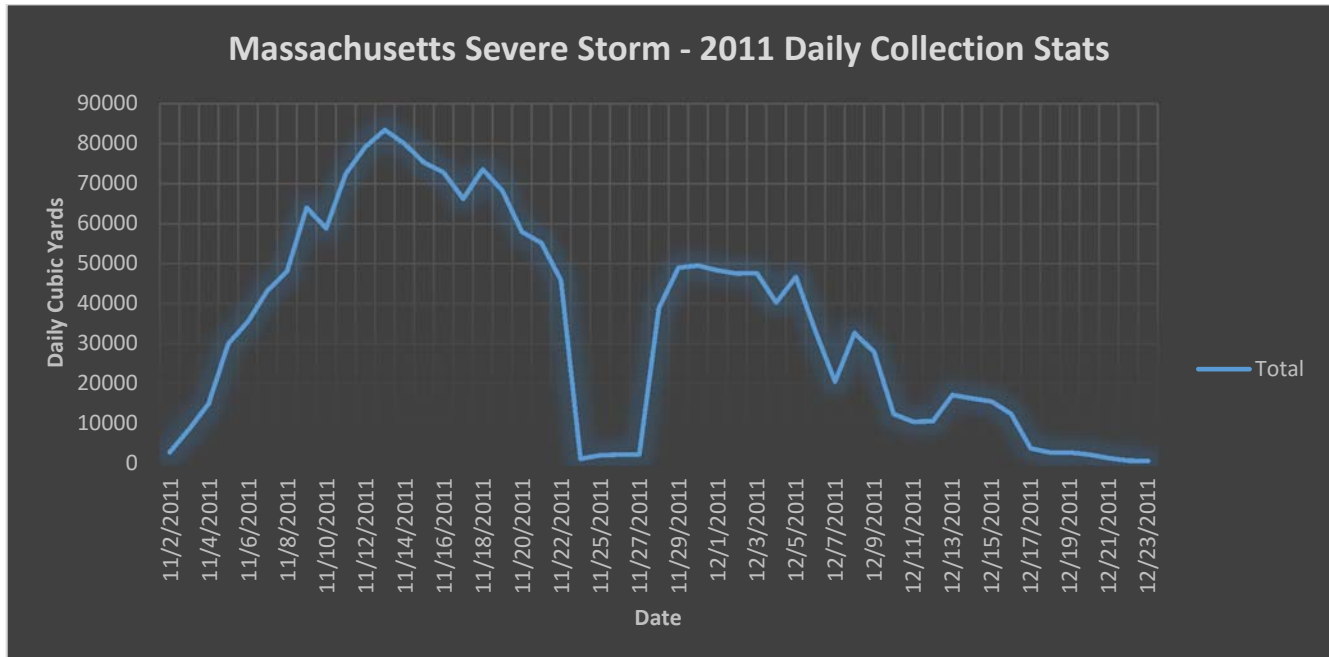


Exhibit 2 – Production Graph of AshBritt’s Debris Collection Operations for Massachusetts Severe Storm Response

■ **Point of Contact**

David Mahr, MEMA Contracting Officer

Phone: (508) 820-2017; Email: david.mahr@state.ma.us; Fax: (508) 820-1404

■ **Dollar Value of the Contract**

\$79,489,033.50 (Total Value of all Notice To Proceeds and Purchase Orders received from the utilization of MEMA contract # HLS03)

■ **Location of the Effort**

Municipalities where Emergency Road Clearance was performed for the State:

• Town of Palmer	• Town of Lunenburg	• Town of Petersham	• Town of Oakham
• City of West Springfield	• Town of Dunstable	• Town of Brimfield	• Town of Barre
• Town of Ware	• Town of Wayland	• Town of Spencer	• Town of Sunderland
• Town of Southampton	• Town of Groton	• Town of New Braintree	• Town of Berlin
• Town of Longmeadow	• Town of Harvard	• Town of Hardwick	• Town of Athol
• Town of Agawam	• Town of Hubbardston	• Town of Tyngsboro	• Town of Holland
• Town of Sturbridge	• Town of Gill	• Town of Monson	• Town of Leominster
• Town of Lancaster	• Town of Holyoke	• Town of Wrentham	• City of Springfield

Jurisdictions that activated Purchase Orders for debris-removal management services:

• City of Springfield	• Town of Holyoke	• Town of Wales	• Town of Warren
• Town of Longmeadow	• Town of Wilbraham	• Town of Agawam	• Town of Townsend
• City of West Springfield	• Town of Holland	• Town of Ware	• Springfield College
• Town of Sturbridge	• Town of Monson	• Town of Lancaster	• City of Springfield Parks Dept.
• Town of Chicopee	• Town of Palmer	• Town of Northborough	
• Town of Ludlow	• Town of Southwick	• Town of Lunenburg	

■ **Significant Challenges Encountered and Corrective Actions Taken**

Challenge: Assisting clients who did not have previous experience with FEMA disaster debris removal regulations and guidelines.

This contract was the first of its kind for the State of Massachusetts. Many of the State’s principal decision makers and local municipal officials had never experienced large volume debris management operations. This caused AshBritt operational deployment issues. For example, mobilized resources could not be deployed and operational plans had to be continually adjusted because of the client’s lack of understanding of the FEMA Public Assistance program.

Action Taken: AshBritt deployed its technical assistance experts and experienced senior project managers to assist the client with technical and operational guidance that facilitated decision-making.

This action allowed for the client to make informed decisions regarding their recovery effort. We were able to coach, mentor and assist them as to what costs they could realistically expect to be reimbursed. This allowed them to make informed and more timely decisions how to optimize local government and contractor resources. This assistance allowed us to begin deployment and operate more effectively and efficiently.

Challenge: The State of Massachusetts requires very specific language regarding acceptable workers compensation insurance, which disallows “blanket” coverage from outside of the State.

The Massachusetts Department of Industrial Accidents (DIA), which oversees workers compensation compliance in the State, has the most restrictive workers compensation insurance laws in the U.S. Despite AshBritt’s communications with subcontractors in this regard, insurance companies from other states were not aware that blanket coverage was not acceptable to the DIA. As a result, many subcontractors arrived on station with what they thought was valid workers compensation coverage however according to the DIA their coverage was non-compliant.

Action Taken: AshBritt established procedures to source compliant workers compensation insurance.

AshBritt located and coordinated with a local workers compensation insurance provider in order to ensure all subcontractors obtained approved coverage in compliance with the contract and DIA requirements. This corrective action allowed for a continuance of work without delays for the client.

■ **Quality of Product/Service**

There was no formal performance evaluation process for the Massachusetts State contract. All work performed met or exceeded the terms and conditions of the contract. Major operations concluded within 45 days of the commencement of the project. Attached is a letter received from one of our clients in the area we worked. The effort that was involved with this contract activation was essentially the same scope and magnitude of effort and complexities this solicitation requires.

From: <Mahr>, David Mahr <david.mahr@state.ma.us>
To: Rob Ray <rray@ashbritt.com>
Subject: RE: Letter of recommendation

Mr. Ray,

I am writing to extend our thanks for the continued support of AshBritt during disasters in Massachusetts. As the Debris Management vendor for the Commonwealth, AshBritt has provided services to numerous communities and to the state for both debris clearance and removal. By all accounts, the work was completed professionally and the municipalities were pleased with the work that was done. The most expansive use of AshBritt was the October 2011 storm where over 30 missions were conducted on behalf of the state. AshBritt provided direct support for operations and dispatched crews in a timely and responsive fashion.

I look forward to meeting with you in the coming weeks to prepare for the upcoming hurricane season. Your offer to review procedures and partner with the state in planning and preparation exercise is very appreciative and an excellent example of the quality of service you provide. I hope 2013 is a quiet storm season but am assured by AshBritt's continuing commitment to the state.

Thank you,

David B. Mahr
Chief Administrative Officer
Massachusetts Emergency Management Agency
400 Worcester Road
Framingham, MA 01702
Phone: (508) 820-2017
Cell: (857) 350-0542
Fax: (508) 820-1401
Email: David.Mahr@state.ma.us

- ***State of Connecticut – Connecticut Severe Storm, 2011-2012***

State of Connecticut Division of Emergency Management and Homeland Security (DEMHS), Contract Award No. 08PSX0027.

Connecticut Severe Storm 2011 - October 29, 2011 – March 12, 2012

1,835,101 cubic yards of vegetative material collected from the right-of-way, transported to a DMS, reduced through grinding and hauled off for beneficial re-use.

- **Brief Description of Effort**

AshBritt is the State of Connecticut's primary contractor for disaster debris management services. The effort that was involved with the Connecticut Severe Storm contract activation is essentially the same scope and magnitude of effort and complexities as required by this solicitation. On October 29, 2011, much of the State of Connecticut was blanketed by as much as 27 inches of wet snow due to an early season snowstorm resulting in extensive vegetative damage. Approximately 800,000 residents were without power. AshBritt's contract was activated by the State initially for emergency road clearance operations. AshBritt subsequently received 17 disaster debris management Notice To Proceeds for municipalities and three for state agencies including the Connecticut

Department of Transportation. Statewide operations included the removal of hazardous hanging limbs from 86,210 trees, the removal of 11,185 hazardous trees and the loading, hauling, reduction through grinding and disposal, through beneficial reuse, of 1,835,101 cubic yards of vegetative material. AshBritt utilized company owned equipment as well as the support of 141 subcontractors and over 1,293 pieces of rubber-tired equipment to assist in this large storm- generated debris management project. AshBritt had more than 55 personnel including corporate principals, senior project managers, safety officers, project managers, quality control representatives and administrative staff.

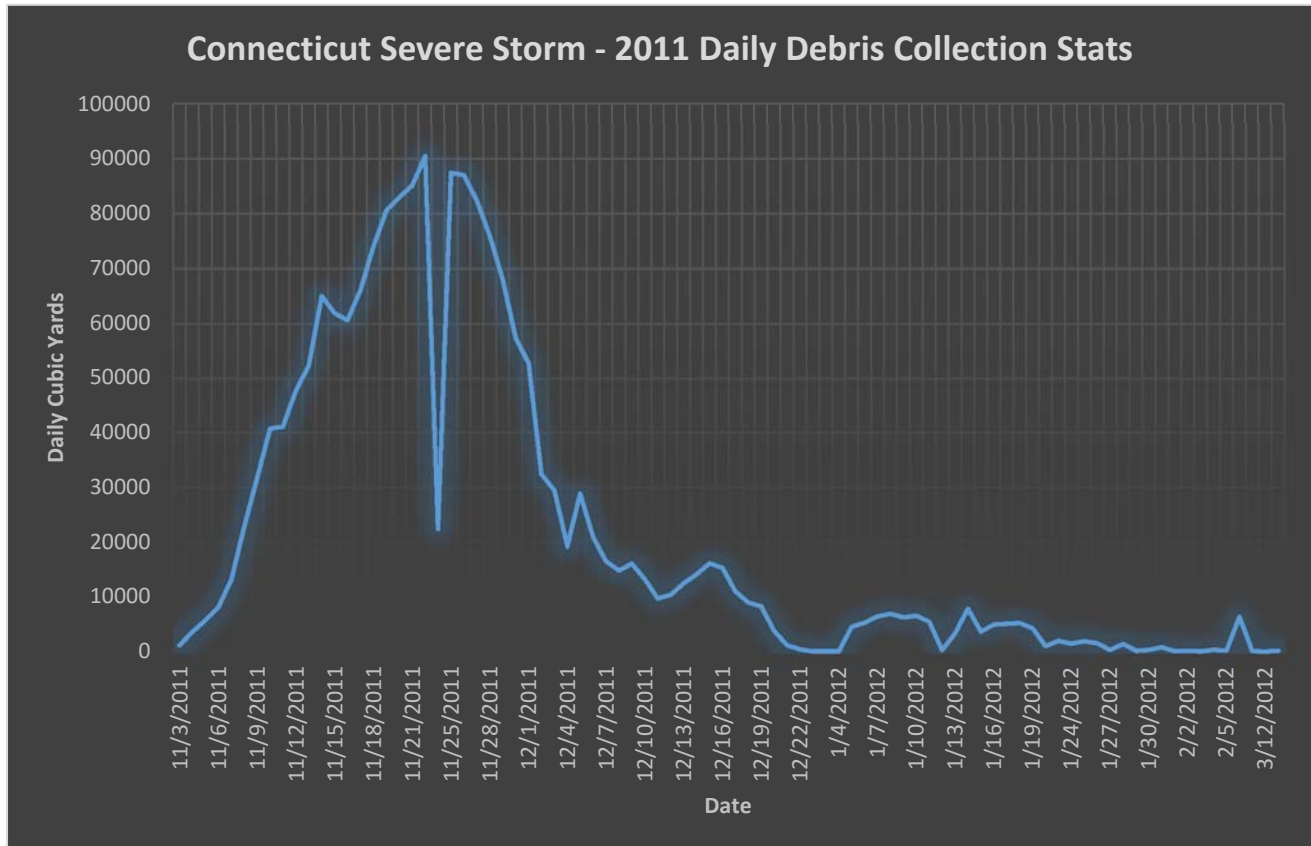


Exhibit 3 – Production Graph of AshBritt's Debris Collection Operations for Connecticut Severe Storm Response

1.8 Million cubic yards were collected in approximately 90 days.

■ **Dollar Value of the Contract**

\$73,538,607 (Total Value of all Notice To Proceeds and Purchase Orders received from the utilization of Contract No. 08PSX0027)

■ **Location of the Effort**

• State of Connecticut	• Danbury	• Manchester	• Suffield
• CT DOT	• East Granby	• New Milford	• Vernon
• CT State Parks	• Ellington	• Newington	• West Hartford
• Berlin	• Enfield	• Plymouth	• Windsor Locks
• Bristol	• Hartford	• South Windsor	• Windsor Locks School District

■ **Point of Contact Information**

Judy Pahl, State of Connecticut Emergency Management Program Specialist
Phone: (860) 256-0877; Email: judy.pahl@ct.gov; Fax: (860) 256-0821

■ **Significant Challenges Encountered and Corrective Actions Taken**

Challenge: Unusual and rapidly changing mission environment to support Connecticut and its residents with power restoration.

Following the storm, there were 800,000 residents without power. This unprecedented power outage immediately became the number one priority for state emergency management. Utility crews were unable to access damaged power lines due to storm-generated debris obstructing roadways and utility right of ways. AshBritt was tasked with the nonstandard mission of supporting the power company's restoration efforts. In this case, unusual circumstances caused us to become a part of the power restoration efforts and required synchronized planning between AshBritt, the State, and the power companies.

Action Taken: Adapted to unusual requirements and circumstances.

Understanding that there was a need for our assistance in this mission, we integrated our planning operations team with the State of Connecticut and the utility companies' planning cells. We supported the utility crews by providing them access to the damaged power lines by relocating and collecting debris that blocked access. This unusual mission required AshBritt to rapidly implement safety training for debris crews that were not accustomed to working around electrical conductors in order to meet OSHA safety requirements and mission objectives. We developed communication plans with all parties which assisted in identifying priority areas. Requests for our assistance were routed through the State. Subject to approval, we would communicate with the utility and provide resources so they could gain access to repair the downed lines. Our efforts directly improved power restoration activities significantly throughout the state and allowed us to transition back to the debris collection operations.

Challenge: Identification, preparation, and management of DMS sites while managing political and community expectations.

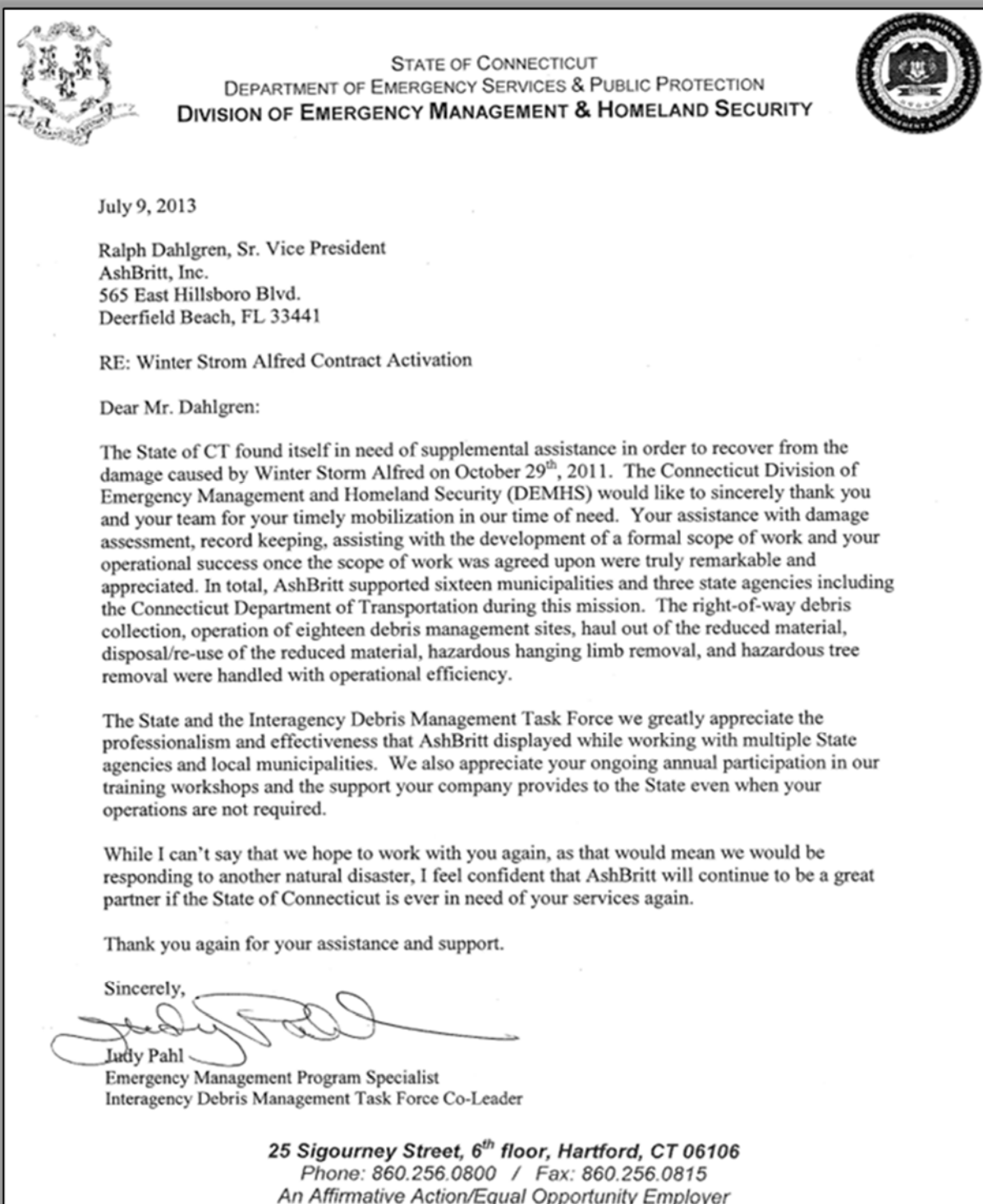
During pre-planning activities, AshBritt and Connecticut identified state-owned properties to be used as DMS sites. These sites were located along the coast in preparation for hurricane events. The debris generated by the storm, concentrated in the central and northern part of the state, required the identification and establishment of multiple new DMS sites away from the pre-planned sites. Rapid deployment of AshBritt personnel to identify, inspect, approve and make ready for operations the DMS sites within 48 hours after notification was critical to mission execution.

Action Taken: Implemented procedures to identify appropriate DMS sites to ensure successful mission accomplishment.

AshBritt, in cooperation with state and local officials and agencies identified the geographic areas that required DMS sites. By utilizing the State of Connecticut's property management system, we were able to identify large parcels of vacant or undeveloped private property that fit the regulatory requirements. Once identified, a field assessment was performed to determine suitability for use as a DMS site. AshBritt expeditiously executed formal land use agreements with the property owners of suitable locations. This resulted in 95% of the haul distance from the right of way to the DMS sites being less than 15 miles and saved time and money during the recovery. Political concerns were mitigated and community concerns were overcome.

■ **Quality of Product/Service**

There was no formal performance evaluation process for the Connecticut State contract. All work performed met or exceeded the terms and conditions of the contract. Attached is a letter received from the State of Connecticut that describes their satisfaction.



- **USACE – Hurricane Katrina, 2005-2006**

US Army Corps of Engineers (USACE)

Hurricane Katrina, contract numbers DACW29-03-D-0009 & W912P8-15-D-0025

September 1, 2005-August 29, 2006 - 21,589,265 cubic yards removed, managed, processed and disposed of.

■ **Brief Description of Effort**

AshBritt was the initial response contractor for the USACE in both Louisiana (LA) and Mississippi (MS), a project that meets the size, magnitude, and complexity of this solicitation. Within the first 30 days following contract activation, AshBritt initiated debris removal operations in 11 LA jurisdictions as well as the causeway on Highway 90. Additionally, USACE assigned AshBritt, by the Task Order, to service 16 separate jurisdictions in MS covering over 8,400 square miles providing debris removal operations from the coast to over 175 miles inland. AshBritt identified and designated collection zones in each jurisdiction. We sourced, retained and assigned subcontractors for all collection zones. Of vital importance to the mission, AshBritt provided emergency quarters and hygiene facilities for more than 300 government personnel, as well as established a commissary that served more than 10,000 meals during the course of the event. In LA, we provided over 50,000 gallons of emergency diesel fuel for initial operations, avoiding any equipment downtime. We also developed and staffed 26 DMS in LA throughout the affected areas and collected and hauled more than 1,000,000 cubic yards of debris in less than five weeks. Additionally, we removed 19 tons of putrefied food from commercial cold storage facilities in Orleans Parish.

In MS, we collected, hauled and processed 20.5 million cubic yards of vegetative debris and wreckage while staffing, managing and operating 52 DMS. Specifically, we hauled over 700,000 loads of debris, using approximately 12,380 certified operational vehicles. We employed and managed 1,230 subcontractors and over 1,000 local personnel. Our debris management operations were concluded one year to the day from when Hurricane Katrina made landfall along the LA and MS coastline. AshBritt received special recognition from the USACE for the services performed during the largest debris mission ever awarded to a single contractor after a natural disaster event. Other services provided included: decontamination and recycling of 25,007 refrigerators and other white goods, removal of 340,062 hazardous hanging limbs, removal of 183,408 hazardous leaning trees and backfilling of 1,814 private pools.

■ **Dollar Value of the Contract**

\$733,700,702.40

■ **Location of the Effort**

State of Mississippi		State of Louisiana	
• City of Pass Christian	• Covington County	• City of Pearl River	• St. Charles Parish
• City McClain	• Perry County	• City of Covington	• St. John the Baptist Parish
• Hancock County	• Newton County	• City of Mandeville	• St. James Parish
• Jackson County	• Clarke County	• City of Slidell	• Ascension Parish
• George County	• Leake County	• Jefferson Parish	• Tangipahoa Parish
• Forrest County	• Walthall County	• Lafourche Parish	
• Lamar County	• Pike County		
• Jones County	• Lincoln County		

■ **Point of Contact Information**

Joan Arnold, Contracting Officer

Phone: (337) 281-5092; Email: missy.k.arnold@mvk02.usace.army.mil; Fax Number: 504 863 2889

■ **Significant Challenges Encountered and Corrective Actions Taken**

Challenge: Largest volume debris mission ever performed by a single contractor for the Federal Government.

The recovery mission contracted by the USACE to AshBritt is presently the largest debris management mission ever contracted by the Federal Government to a single Contractor. This mission consisted of many challenges including more than 21 million cubic yards of debris made up of all types that had to be collected, managed, recycled when possible and disposed of when recycling was not viable.

Action Taken: AshBritt activated 1,230 subcontractors in order to meet the USACE timeframe allotted to remove, manage, recycle and dispose of this massive amount of debris.

This action required AshBritt to mobilize its equipment and subcontractor resources from nearly every state. This took a tremendous amount of coordination and effort that to this date is unsurpassed in its scope and success. AshBritt utilized 12,380 pieces of equipment during this mission with less than 0.01% of lost-time injuries to total man-hours worked.

Challenge: An extraordinary number of Quality Control personnel needed to meet the Quality Control staffing requirements of our USACE contract.

With 1,230 subcontractors and 12,380 pieces of equipment working during our operational peak, the requirements for Quality Control were unprecedented. Our USACE contract required stringent daily reporting requirements for each crew that performed services in the field.

Action Taken: Utilizing residents and small businesses to staff the Quality Control Organization.

AshBritt quickly instituted a program that hired unemployed personnel and trained them through our expedited Quality Control training program. Each person hired received classroom and “in the field” instruction by means of AshBritt Quality Control manuals and experienced Quality Control managers. In all, AshBritt hired and trained more than 1,000 Quality Control personnel during our Hurricane Katrina recovery mission. In addition, because of a continuing need for trained quality control personnel, AshBritt recently executed a teaming agreement with an HBCU to provide a reliable source of trained QC staff.

Challenge: Private Property Debris Removal (PPDR) for 29,000 parcels.

The impact of Hurricane Katrina left property owners without a means to remove the debris, damaged trees, and/or damaged structures from their private property. The Federal Government authorized one of its largest PPDR programs in order to rid these properties of the public health and safety hazards that property owners were unable to handle personally.

Action Taken: AshBritt, through partnering and collaboration with the USACE, jointly spearheaded a streamlined PPDR program that enabled these properties to have the hazards removed expeditiously.

The partnering sessions, sometimes lasting full days, between AshBritt and the USACE Debris Mission Managers and Resident Engineers put together a plan of action clearly outlining the responsibilities of each party. Once the plan was authorized by the USACE, it enabled AshBritt to work on as many as 100 properties daily, at our operational peak. This action allowed for private property owners to begin reconstruction efforts much sooner than they could have ever expected.

■ **Quality of Product/Service**

AshBritt was able to provide services to the USACE and their clients that exceeded expectations as related to the amount of time it took for AshBritt to conclude debris removal, management, reduction, recycling, and disposal operations. All operations were finalized ahead of schedule. As proof of a “job well done” please find the attached letter from the client that utilized the USACE for debris management operations commending AshBritt for the services performed. AshBritt maintained price consistency throughout the duration of the contract.



BOARD OF SUPERVISORS

HANCOCK COUNTY
3068 Longfellow Drive, Bldg. #3
Bay St. Louis, MS 39520
Telephone (228) 467-0172
Fax (228) 466-5994

October 20, 2007

District 1
David Yarborough
813 View Street
Waveland, MS 39576

District 2
President
Rodrick "Rocky" Pullman
P.O. Box 16
Pearlington, MS 39572

District 3
Vice President
Lisa Coward
1005 Dunbar Avenue
Bay St. Louis, MS 39520

District 4
Steve Seymour
19215 Highway 603
Kiln, MS 39556

District 5
Jay Cuevas
P.O. Box 428
Kiln, MS 39556

Ronald J. Artigues, Jr.
Board Attorney
833 Highway 90
Suite 1
Bay St. Louis, MS 39520

AshBritt, Inc.
Mr. Randy Perkins, President
480 South Andrews Avenue, Suite 103
Pompano Beach, Florida 33069

RE: Hancock County, Mississippi

Dear Randy:

I have been requested by the Hancock County Board of Supervisors to personally thank you, your employees and contractors that served Hancock County in the demolition and debris removal process conducted through the U.S. Army Corps of Engineers following Hurricane Katrina. Hancock County greatly appreciates the demolition and debris removal services performed by your company and was very pleased with the quality of your work and the relationship forged with our citizens. Your company's efforts were crucial in allowing us to begin our recovery process.

Again, on behalf of Hancock County we would like to thank you and your company for the work and effort provided in the wake of Hurricane Katrina. This was a monumental task the scope of which was previously unseen in our country that could not have been completed without you.

Sincerely,

A handwritten signature in black ink, appearing to read "Ronald J. Artigues, Jr.", is written over a horizontal line.

Ronald J. Artigues, Jr.
Board Attorney

■ Key Team Member Overview

Our core management team understands and has a practical knowledge of all regulating agencies and laws instituted by our industry. Our Operations Manager, Project Manager, and other key personnel identified in our *Organizational Chart* below have an unmatched tenure of practical experience and knowledge of the industry. They are intimately acquainted with all facets of major disaster recovery and debris management. This includes, but is not limited to training; pre-planning; mobilization; communication systems; emergency logistics; damage assessment; debris volume estimation; debris collection; DMS selection; construction and management; debris processing; reduction and recycling; debris disposal and alternative use; hazardous waste and other special debris management; Automated Debris Management System (ADMS) which streamlines debris tracking; ticketing and reporting; damage mitigation and risk abatement; FEMA Public Assistance (PA) program and pilot programs; and the reimbursement process through state and federal entities. We

pride ourselves on our full-service, client-focused approach to disaster recovery and debris management, as we offer adept and balanced operational and administrative support. We fully appreciate the exigent nature, pressing schedules, and exacting demands of recovery efforts, and we have proven through our capabilities and wherewithal to be a professional, reliable, and competent contracting partner. We have witnessed first-hand the economic strain and demands that communities face in the aftermath of major disasters. State and federal funding to support immediate local recovery efforts may lag significantly. AshBritt understands that proper documentation will aid in the speed of reimbursement from federal and state agencies. To ensure response and recovery progresses and reimbursement is obligated rapidly, we use our records and reporting system identified as Disaster Information Management System (DIMS). This record and reporting system allows AshBritt to give access to the City to monitor applicable projects. In addition, this allows us to keep tabs on all work being done from ROW to DMS management; that, in the end, makes reimbursement a smoother process for our clients and communities.

* Core Regulations & Agencies of the Disaster Industry *

- Federal Emergency Management Agency (FEMA) – Public Assistance Program
- Environmental Protection Agency (EPA)
- Occupational Safety and Health Administration (OSHA)
- Federal Highway Administration (FHWA)
 - Moving Ahead for Progress in the 21st Century (MAP 21)
- Robert T. Stafford Act
 - Sandy Recovery Improvement Act
 - Homeland Security Act
 - Post-Katrina Emergency Management Reform Act
- 2 CFR – 200.317-337 & 44 CFR

• Years of Experience

AshBritt's core team members have worked together for over 12 years. The following chart indicates the years each individual has worked in the Disaster Debris Management Industry. *The project lead is denoted by a (*) by their name. Key support personnel are denoted by a (**) by their name. Those with over 10 years of AshBritt experience are highlighted in yellow background:*

Key Personnel	Position	General Work Experience	Disaster Debris Management Experience
Randal Perkins	CEO	31	24
John Noble	COO	29	22
Terrance Jackson	CMO	20	20
Ralph Dahlgren*	Project Manager	20	13
Matt Gierden**	Operations Manager	15	15
Dow Knight**	Logistics Manager	21	13
Rob Ray**	Quality Control Manager	25	12
Jim Loomis**	FEMA/Technical Assistance	37	25
Christopher Holsinger**	FEMA Public Assistance Liaison	5	4
Bill Johnson**	Director of DMS Operations	33	28
Brett Postelli**	Safety Officer	9	6
Kelly Beckmann**	Data Manager	22	5
Christine D'Emidio**	Controller	13	10

Key Personnel	Position	General Work Experience	Disaster Debris Management Experience
Jason Santiago**	QC Supervisor	13	16
Danny D'Emidio**	DMS Manager	26	23
Richie Bensch**	Operations Supervisor	21	16
Additional Personnel to be Utilized if Scope of Work Expands			
David Poe	Environmental Compliance Manager	29	27
Tom Credle	FEMA/Government Liaison	45	36
Michael Wyrick	Operations Supervisor	20	7
Jeff Spoerl	Safety Officer	22	18
Phil Foreman	Operations Supervisor (Contract)	35	35
Fred Neris	Operations Supervisor (Contract)	18	15
James Buddy Lofton	Operations Supervisor	42	42
John Noble Sr.	Operations Supervisor	32	13
James Rolette	Operations Supervisor	32	5
Brian Jansen	Operations Supervisor	11	11
Brad Freeman	Operations Supervisor	13	11
Mike Noble	Operations Supervisor	19	11
Bob Hewitt	Operations Supervisor	17	12
James Robbins	Operations Supervisor	17	10
Andy Rudd, Jr.	Operations Supervisor	7	7
Wayne Smith	Operations Supervisor	13	13
Jason Haynie	Operations Supervisor	19	11

• **Source of Available Personnel**

The chart reflects the management and supervisory positions anticipated for a disaster recovery event. The size of the management team and number of support personnel hinges on the event magnitude and the scope of the cleanup. AshBritt has presented a chart that sources where additional personnel will be brought in from to ensure sufficient personnel are present to respond to the City of Port Orange. AshBritt will never remove Operations or Project Managers from the project, only add additional personnel if needed.

Personnel Description	AshBritt/Reserve	Contract	Subcontractor	Total
Operations Manager	4	0	0	4
Project Manager	7	0	11	19
Quality Control Manager	10	0	10	20
Operations Supervisor	10	4	10	24
Logistics Managers	7	2	8	17
Sector Managers	8	10	10	28
Quality Control (QC) Manager	5	5	10	20
Field QC Supervisor	5	10	25	40
Field/Site QC Personnel	4	10	50	64
Safety Officer	3	2	10	15
Health & Safety Monitor	0	10	20	30
Safety Training Personnel	0	5	10	15
Environmental Compliance Manager	1	5	10	16
Hazardous Materials Field Personnel	0	10	25	35
DMS Director	1	4	10	15
DMS Manager	4	12	25	41
DMS Foremen	2	25	40	67
Technical Assistance Manager	3	5	15	23
Data/Administrative Personnel	10	35	60	105

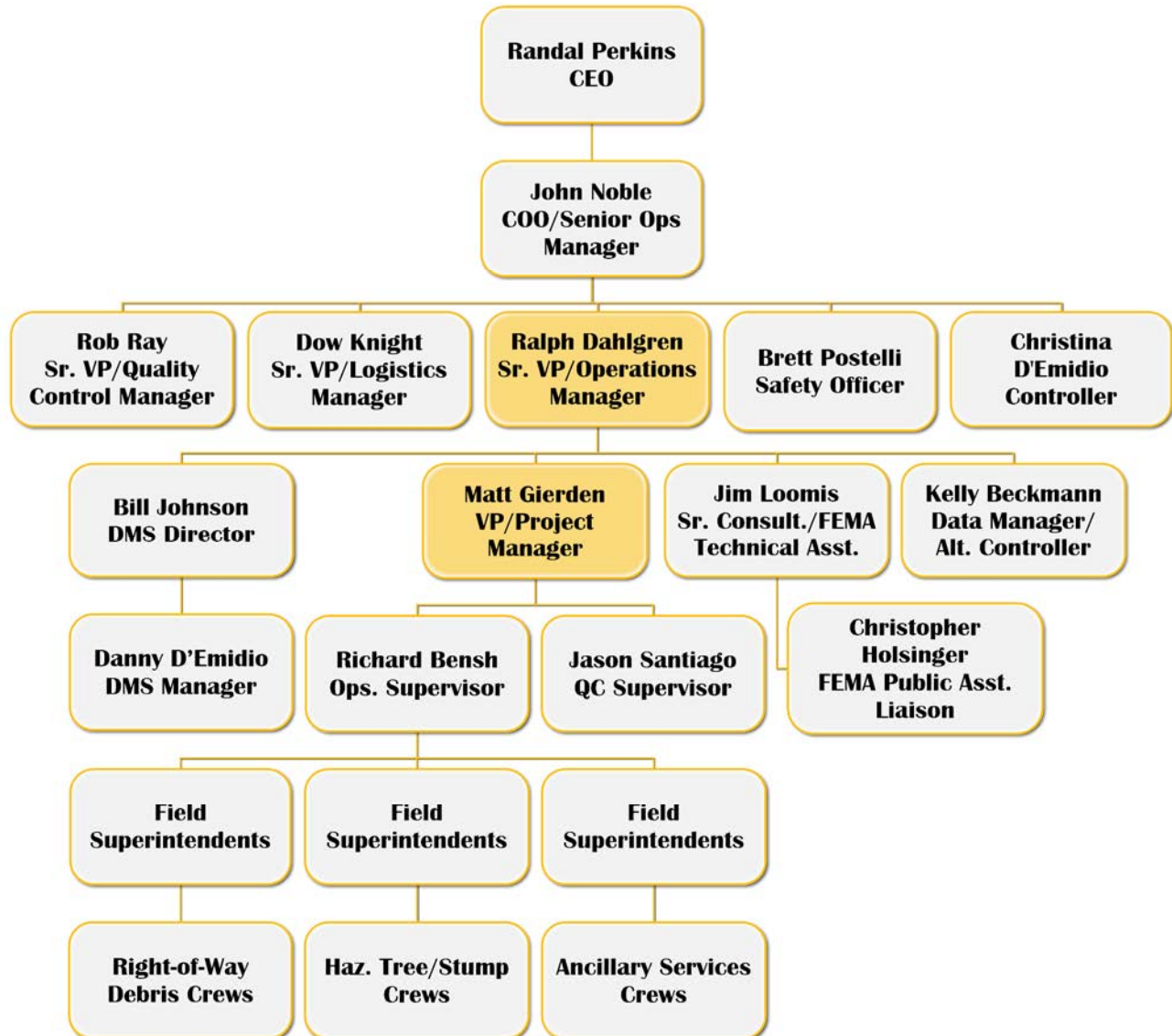
- **Function, Roles, and Responsibilities**

AshBritt has identified the roles and responsibilities each position will be performing for the City. Management responsibilities for select key task positions are summarized below.

- **Operations Manager (OM)** - In addition to the Pre-Execution Planning Team (PPT) duties and responsibilities, the OM is responsible for all aspects of the AshBritt disaster recovery operation. Ralph Dahlgren has been identified as the Operations Manager. He is empowered to make all decisions to ensure successful mission execution. They are the prime mission liaison with the City, provides mission progress reports, and conducts mission planning with the City. Furthermore, they assist the City with media briefings and statements. They also serve as AshBritt's Pre-Execution Planning Team leader.
- **Project Manager (PM)** – The PM is the mission operations leader for all tasks and Operations Supervisors. Matt Gierden has been identified as the Project Manager. He develops mission specific plans and geographic area management necessary to execute operational techniques, approaches, and methodologies. They also assist the City with the identification of potential DMS locations and alternative disposal and recycling options. The PM shall attend daily project meetings with the City for the duration of the work. The PM shall coordinate all communications with the City. The PM will oversee and be responsible for all reporting, information, and invoicing submitted to the City.
- **Quality Control Manager (QCM)** – The QCM is the mission leader for Safety and Quality Control (QC). They also support the use of an Automated Debris Management System (ADMS) if the City's monitoring firm uses one. They are responsible for establishing and maintaining AshBritt's QC organization. They will develop mission-specific plans related to Quality Control by identifying personnel, procedures and control methods to be used to ensure contractual compliance. They develop mission-specific and site-specific Safety and Health Plan and Activity Hazard Analysis (AHA), to ensure compliance with our governing safety document, EM385-1-1. The QCM is responsible for the development of the steps, processes and procedures for implementation of ADMS.
- **Safety Officer (SO)** – The SO is responsible for establishing and communicating mission safety rules, ensuring vehicle and equipment safety inspections are to specifications, preparing weekly safety meeting agendas, investigating accidents, implementing and reviewing DMS specific Safety and Health Plans and updating as appropriate, performing structural safety inspections, including the DMS inspection towers. They will serve as a liaison with the City safety representative(s). Lastly, they will assume the role of the Pre-Execution Planning Team Safety Officer.
- **Controller** – The Controller is responsible for tracking of pertinent project data, compilation of daily project reports, prompt payment of subcontractors and vendors, accurate and timely invoicing, and technical support on FEMA regulations.
- **DMS Director** – The DMSD assists the QCM in the development of DMS plans, supervises site management, debris separation and reduction crews, ensures proper containment and categorization of hazardous waste found in the debris stream, arranges for recycling of appropriate debris materials as per the mission or task-specific plans, ensures adherence to work rules, safety and environmental monitoring guidelines, supervises the loading of reduced debris for transportation to final disposal, and ensures debris haul trucks are loaded within the City and DOT weight limits.
- **Data Manager** – If an ADMS is utilized by the City's monitoring contractor, then this person is the lead administrator responsible for the ADMS operation, maintenance, and implementation. They will validate equipment and system functions, ensures operability, troubleshoot problems, and institute programming updates or changes as needed or required. Furthermore, they will coordinate with City data representatives regarding ADMS to ensure data integrity. If an ADMS system is not utilized, they will still be responsible for verifying that all forms and documentation is correct.
- **Operations Supervisor (OS)** – The OS is the task operations leader for a specific task order(s) issued under a City mission. They develop task specific operational and geographic area management plans necessary to execute techniques, approaches, and methodologies to complete the mission. They attend City area meetings and provides task progress reports and conducts task planning in conjunction with the City to align mission focus.

- **Organizational Chart**

Our Project Management model and staffing organization is designed to fit the unique situational and operational requirements that each debris project presents, as well as the client's particular requirements or requests. While we will continually adjust the scale and structure of our team to match daily project requirements, our the City of Port Orange specific organizational chart is located below. AshBritt has identified Ralph Dahlgren as the Operations Manager should AshBritt be activated by the City of Port Orange.



- **Resumes**

AshBritt has presented Resumes for all of our key team members assigned to the City of Port Orange. As identified in our *Years of Experience Chart* above, AshBritt has additional personnel that are available to be mobilized if the disaster warrants a more expansive disaster recovery team. AshBritt will assist each client throughout audits, FEMA inquiries, and maintain documentation for a minimum of seven years. For further details and information on debris amounts for each one of the events our team members worked on, see our *Past Experience Table* in this Tab.



Randal Perkins
Chief Executive Officer

Overview:

Randal “Randy” Perkins founded AshBritt as a Florida corporation in 1992. Randy sets the vision for the organization through constant insight, research, and analysis of the technical and operational environments comprising the disaster industry. Randy is highly qualified and experienced in all phases of disaster response and recovery operations from his years of practical, hands-on, real-world experience. He has an in-depth knowledge regarding all response measures, damage assessment, debris collection, removal, reduction, recycling, and disposal activities. Moreover, he is a proficient communicator who is able to assist high-level stakeholders with the public information demands following major disaster events. Randy has completed course work at the University of Central Florida in Business Administration and the University of Miami in Global Business Concepts. He holds seats on the Board of Directors of several national charitable organizations and is very active in state and local charitable endeavors.

Disaster Recovery Experience

- 23 Years

Areas of Expertise

- Executive Management
- Operations

Training & Certifications

- FEMA IS 100 & 700
- USACE Contractor Quality Control Management (CQCM) for Contractors

Education

- Business Administration – University of Central Florida
- Global Business Concepts – University of Miami

Select AshBritt Experience: Since 1992

Mr. Perkins served as the executive director of the disaster recovery and debris removal projects for the following events and projects:

- **Severe Storm, Jan 2016 – Collier County & Naples, FL**
ROW debris collection, reduction, and disposal.
- **Winter Storm Jonas, Jan 2016 – Multiple Jurisdictions in MD & VA**
Snow removal operations utilizing heavy equipment.
- **Valley Fire (DR-4240), Dec 2015 - Lake County, CA**
Hazardous tree felling and clean-up of fire damage and destroyed trees.
- **Valley Fire (DR-4240), Oct 2015, Pacific Gas & Electric - Lake County, CA**
Hazardous tree felling and clean-up of fire damage and destroyed trees.
- **South Carolina Flooding (DR-4241), Oct 2015 - Charleston, SC**
ROW debris collection for vegetative and C&D debris streams.
- **Texas Flooding Event (DR-4223), June 2015 - Hidalgo County, TX**
Utilized 20 Super Tanker Vac Trucks to relocate 13,500,000 gallons of water.
- **Winter Storm Pax (DR-4165) & (EM-3369), Feb. 2014 - GA & SC**
Park and ROW debris removal, management, and disposal.
- **Hurricane Sandy (DR-4086-7), Oct. 2012 - CT & NJ**
ROW, DMS Management, and multiple other debris services.
- **Severe Storm (DR-4046) & (DR-4051), Oct. 2011 - CT & MA**
ROW, DMS Management, and multiple other debris services.
- **BP Deep Water Horizon Oil Spill, 2010 – MS & FL**
Oil spill recovery and skimmer vessels utilizing local personnel and resources.
- **Hurricane Ike (DR-1791), Sept. 2008 - Southeast TX**
Debris removal, building restoration, and ancillary services.
- **Hurricane Dolly (DR-1780), July 2008 - Hidalgo County, TX**
Debris removal and supplied water relocation equipment.
- **Hurricane Katrina (DR-1603) & (DR-1604), Aug. 2005 - MS & LA**
Debris removal and multiple ancillary services to remove of 21.5 million cubic yards of disaster debris.
- **Hurricane Wilma (DR-1609), Oct. 2005 - FL**
ROW debris removal, DMS site management, debris recycling, and disposal.
- **Hurricane Ivan (DR-1551), Sept. 2004 - Escambia County, FL**
ROW Debris removal of vegetation and C&D in addition to waterways.
- **Hurricane Charley (DR-1539), Aug. 2004 - South Florida**
ROW collection, transportation, and disposal of vegetative and C&D debris.
- **Hurricane Andrew (DR-955), Aug. 1992 - South Florida**
Incorporated AshBritt following the devastating impact of Hurricane Andrew.



John Noble
Chief Operating Officer/ Sr. Ops. Mgr.

Overview:

John Noble is an environmental engineer who earned his Master's degree in Solid and Hazardous Waste Management from the University of Florida. He also is a graduate of the United States Military Academy at West Point, where he earned a Bachelor's Degree in Civil Engineering-Engineering Management. Over his career, John has managed a long line of environmental construction and mitigation projects. Since joining the AshBritt team in 1994, he has successfully overseen the operations of over 100 mid-to-large-scale disaster response and recovery projects, and he has provided operational oversight for all of AshBritt's recovery deployments. John is currently a State of Florida Board of Professional Engineers – Engineer Intern (# 1096ET126) and a licensed Certified Pollutant Storage System Contractor (No. PC C056744). He is certified in OSHA's 40 Hour Hazardous Waste Operations and Emergency Response training, the 8-Hour Annual Refresher course, and the USACE Contractor Quality Control Management (CQCM) for Contractors. John is currently a member of the Society of American Military Engineers. Mr. Noble is responsible for leading and managing the organization's operations. Duties include but are not limited to bid research, debris estimating, subcontractor coordination, equipment selection and acquisition, project management, invoicing, and reporting. He is also responsible for the management of all Senior Project Managers, Project Managers, and quality control and safety functions.

Disaster Recovery Experience

- 21 Years

Areas of Expertise

- Executive Management
- Operations

Training & Certifications

- FEMA IS 100 & 700
- Cert. Pollutant Storage System Contractor
- State of FL Board of Professional Engineers Intern
- 40 Hr. & 8 Hr. HAZWOPER
- U.S. Army Ranger
- U.S. Army Sapper Leadership Course
- U.S. Army Airborne/Air Assault School
- USACE CQCM for Contractors
- Member of USACE Safety Pays Committee

Education

- University of Florida – Masters of Engineering, Solid and Hazardous Waste Management
- United States Military Academy (West Point) – Bachelor of Science, Engineering Management – Civil Engineering

Select AshBritt Experience: Since 1994

Mr. Noble served as the Senior Operations Manager for all of the disaster recovery and debris removal projects listed below:

- **Severe Storm, Jan 2016 – Collier County & Naples, FL**
ROW debris collection, reduction, and disposal.
- **Winter Storm Jonas, Jan 2016 – Multiple Jurisdictions in MD & VA**
Snow removal operations utilizing heavy equipment.
- **Valley Fire (DR-4240), Dec 2015 - Lake County, CA**
Hazardous tree felling and clean-up of fire damage and destroyed trees.
- **Valley Fire (DR-4240), Oct 2015, Pacific Gas & Electric - Lake County, CA**
Hazardous tree felling and clean-up of fire damage and destroyed trees.
- **South Carolina Flooding (DR-4241), Oct 2015 - Charleston, SC**
ROW debris collection for vegetative and C&D debris streams.
- **Texas Flooding Event (DR-4223), June 2015 - Hidalgo County, TX**
Utilized 20 Super Tanker Vac Trucks to relocate 13,500,000 gallons of water.
- **Winter Storm Pax (DR-4165) & (EM-3369), Feb. 2014 - GA & SC**
Park and ROW debris removal, management, and disposal.
- **Hurricane Sandy (DR-4085-6), Oct. 2012 - NY & NJ**
Vessel removal and management, ROW, and DMS Management.
- **Severe Storm (DR-4046) & (DR-4051), Oct. 2011 - CT & MA**
ROW, DMS Management, and multiple other debris services.
- **Severe Storm and Tornadoes (DR-1994), May 2011 - Massachusetts**
Debris, DMS management, disposal, and hazardous tree mitigation.
- **Hurricane Ike (DR-1791), Sept. 2008 - Southeast TX**
Debris removal, building restoration, and ancillary services.
- **Hurricane Dolly (DR-1780), July 2008 - Hidalgo County, TX**
Debris removal and supplied water relocation equipment.
- **Hurricane Katrina (DR-1603) & (DR-1604), Aug. 2005 - MS & LA**
Debris removal and multiple ancillary services to remove of 21.5 million cubic yards of disaster debris.
- **Hurricane Wilma (DR-1609), Oct. 2005 - Collier County**
ROW debris removal, DMS site management, debris recycling, and disposal.
- **Hurricane Ivan (DR-1551), Sept. 2004 - Escambia County, FL**
ROW Debris removal of vegetation and C&D in addition to waterways.
- **Hurricane Frances (DR-1545) & Jeanne (DR-1561), Sept. 2004 – South FL**
ROW debris removal, DMS site management, hazardous tree mitigation, debris recycling, and disposal.



Ralph Dahlgren
Sr. VP/Operations Manager

Overview:

Ralph Dahlgren is a Senior Vice President with over 20 years of experience in customer service, transportation logistics, operations and property management. Prior to joining AshBritt in 2004, Ralph refined his professional management career by playing a key role as the General Manager overseeing all day-to-day operations for a 15-acre Disney Resort property in Hilton Head Island, SC. Since joining AshBritt in 2004, Ralph has established a track record as a multi-talented and proactive manager with strong leadership techniques and a proven ability to maintain excellent client relations. Ralph has successfully managed the response and recovery efforts in more than 25 federally declared disasters. His primary client relations functions include the identification of potential clients and managing the relationships with existing clients. The core focus in both of these areas includes client meetings, RFP identification, training, proposal development, and negotiations. During active response operations, he will function in the role of Senior Project Manager/Operations Manager. Responsibilities in this role include management of disaster-related debris removal, DMS management and residual disposal, quality control and FEMA technical assistance. These functions go hand in hand with financial and administrative control of storm collection and debris disposal including data entry, client invoicing, and subcontractor invoice reconciliation. He may also act as the liaison with the monitoring firm and can assume the role as the Quality Control Manager or Operations Planner. Ralph has also been a member of the USACE Safety Pays committee, Jacksonville District since 2009.

Disaster Recovery Experience

- 12 Years

Areas of Expertise

- Logistics Management & Planning
- Quality Control
- Operations
- FEMA Technical Assistance

Training & Certifications

- FEMA IS 100, 632, and 700
- USACE CQCM for Contractors
- Member of USACE Safety Pays Committee
- Anti-Terrorism Certification – Level 1
- NTSS: Fall Prevention, Ladder Safety, and Scaffolding Certificate of Completion

Education

- University of Florida, Masters of Business Administration
- Florida International University, Bachelor of Business Administration

Select AshBritt Experience: Since 2004

Mr. Dahlgren served as the Project Manager, Operations Manager, Quality Control Manager, or held other key personnel roles for all of the disaster recovery and debris removal projects listed below:

- **Winter Storm Jonas, Jan 2016 – Baltimore County & City, MD**
Snow removal operations utilizing heavy equipment.
- **Valley Fire (DR-4240), Oct 2015, Pacific Gas & Electric - Lake County, CA**
Hazardous tree felling and clean-up of fire damage and destroyed trees.
- **Georgia Severe Winter Storm (DR-4165), Feb 2014 – Atlanta, GA**
Snow removal, sand and salt spreading operation.
- **Connecticut Severe Winter Storm and Snowstorm (DR-4106), Feb 2013 – Town of Fairfield, CT & Berlin, CT**
Snow removal operations.
- **Hurricane Sandy (DR-4086-7), Oct. 2012 - CT & NJ**
ROW, DMS Management, and multiple other debris services.
- **Severe Storm (DR-4046) & (DR-4051), Oct. 2011 - CT**
ROW, DMS Management, and multiple other debris services.
- **Severe Storm and Tornadoes (DR-1994), May 2011 – Springfield, MA**
Debris, DMS management, disposal, and hazardous tree mitigation.
- **Hurricane Wilma (DR-1609), Oct. 2005 – South Florida**
ROW debris removal, DMS site management, debris recycling, and disposal.
- **Hurricane Ivan (DR-1551), Sept. 2004 - Escambia County, FL**
ROW Debris removal of vegetation and C&D in addition to waterways.

Disney Corporation: 1996-2004

■ **Manager of Logistics, Disney Transportation Line**

Mr. Dahlgren proposed, supported and developed an integrated, seamless, and hassle-free guest and luggage transportation service between Walt Disney World and Orlando International Airport.

■ **Manager of Ground Services, Disney Cruise Line**

He developed the ground service operation from pre-development to launch including the business plan, service levels and staffing. He developed, negotiated, and executed comprehensive third party service agreements for guest and luggage transportation. Mr. Dahlgren was directly responsible for the management of 145 employees. He earned a certificate from Lloyd's Register to perform International Safety Management audits and was the key contact for Safety Management System processes and standards.



Matt Gierden
VP/Project Manager

Overview:

Matt offers more than 15 years of experience in disaster recovery projects, special environmental operations, client development, customer service, and public relations. He is a strategic contributor for numerous efforts that have driven the successful completion of major and high-priority disaster response and recovery initiatives that have substantially impacted the company's growth. Over the years, Matt has established a reputation as a decisive leader who expertly enhances the capabilities of the organization. He handles new challenges with his intrinsic capability for innovation and problem-solving. Equipped with an enthusiastic attitude and exceptional people skills, he successfully maintains a myriad of client relationships throughout the southeast US. Matt initially served as an entry-level field supervisor in 2002 and was immediately promoted to project manager to regional manager and later to vice president. Matt's ambitious and visionary style has significantly enhanced the company's ability to thrive in a variety of demanding disaster recovery environments. His ever-expanding portfolio of successful projects includes more than 40 Federal Emergency Management Agency (FEMA) disaster recovery projects. His most recent contribution was providing strategic direction for our Hazardous Tree Operation for Pacific Gas & Electric Company in Lake County, CA after the 2015 Valley Fire.

Disaster Recovery Experience

- 15 Years

Areas of Expertise

- Subcontractor Management
- Operations
- FEMA Technical Assistance
- Quality Control

Training & Certifications

- FEMA IS 100, 200, 230, 632, 700, and 800.
- Anti-Terrorism Certification – Level 1
- 40 Hr. & 8 Hr. HAZWOPER
- USACE CQCM for Contractors

Education

- Mishawaka High School, Mishawaka, IN

Select AshBritt Experience: Since 2001

Mr. Gierden served as the Project Manager, Operations Manager, Quality Control Manager, or held other key personnel roles for all of the disaster recovery and debris removal projects listed below:

- **Severe Storm, Jan 2016 – Collier County & Naples, FL**
ROW debris collection, reduction, and disposal.
- **Winter Storm Jonas, Jan 2016 – Multiple Jurisdictions in VA**
Snow removal operations utilizing heavy equipment.
- **Valley Fire (DR-4240), Dec 2015 - Lake County, CA**
Hazardous tree felling and clean-up of fire damage and destroyed trees.
- **Valley Fire (DR-4240), Oct 2015, Pacific Gas & Electric - Lake County, CA**
Hazardous tree felling and clean-up of fire damage and destroyed trees.
- **South Carolina Flooding (DR-4241), Oct 2015 - Charleston, SC**
ROW debris collection for vegetative and C&D debris streams.
- **Texas Flooding Event (DR-4223), June 2015 - Hidalgo County, TX**
Utilized 20 Super Tanker Vac Trucks to relocate 13,500,000 gallons of water.
- **Winter Storm Pax (DR-4165) & (EM-3369), Feb. 2014 - SC**
Park and ROW debris removal, management, and disposal.
- **Hurricane Sandy (DR-4085-6), Oct 2012 - NJ**
ROW, DMS Management, and multiple other debris services.
- **Severe Storm (DR-4046) & (DR-4051), Oct 2011 - MA**
ROW, DMS Management, and multiple other debris services.
- **Severe Storm and Tornadoes (DR-1994), May 2011 – Springfield, MA**
Debris, DMS Management, disposal, and hazardous tree mitigation.
- **Hurricane Irene (DR-4024-28-34), 2011 – VA, CT, MA**
DMS management, collection, and disposal.
- **Atlantic Snow Storm, 2010 – Alexandria, VA**
Snow removal operations.
- **Deepwater Horizon Oil Spill, FDEP, 2010 – Gulf County, FL**
Mobilization, staging, and deployment of 11,000 linear ft. of deflection boom.
- **Hurricane Ike (DR-1791), Sept 2008 – Hardin County, TX**
Debris removal, collection, and disposal.
- **Hurricane Katrina (DR-1604), Aug 2005 – Jefferson Parrish, LA**
Provided base camp that served over 10,000 meals.
- **Hurricane Katrina (DR-1604), July 2006 – Forrest and Lamar County, LA**
Debris collection, disposal, PPDR, and Demolition.
- **Hurricane Frances (DR-1545), Jeanne (DR-1561), Charley (DR-1539), 2004 – Multiple FL Clients**
ROW debris removal, DMS site management, and hazardous tree mitigation.



Dow Knight
Sr. VP/Logistics Manager

Overview:

Dow Knight is a graduate of the United States Merchant Marine Academy in Kings Point, New York. His maritime and inter-modal experience, both ashore and at sea, provides AshBritt with the logistics and transportation experience necessary to conduct large-scale operations for both domestic and international response requirements. For over a decade, AshBritt has applied his expertise toward the management of timely and efficient resource allocations for disaster projects. We have also relied on his management expertise and organizational skills in navigating the complexities of planning and executing large-scale, multifaceted response and recovery projects. Holding a degree in Marine Transportation, Dow also provides operational oversight for all marine services projects, whether disaster-related or through general opportunities. Additionally, he is a Commander in the Navy Reserve assigned to US Southern Command, and in 2010 deployed overseas in support of Operation Enduring Freedom. Dow was recently providing strategic direction for our Hazardous Tree Operation for Lake County, CA after the 2015 Valley Fire. In this capacity, he provided project leadership on all project activities from project personnel and subcontractor management and assignments scheduling, documentation and reporting as well as a host of other duties.

Disaster Recovery Experience

- 13 Years

Areas of Expertise

- Transportation/Logistics
- Marine and Vessel Management
- Operations
- FEMA Technical Assistance
- Subcontractor Management

Training & Certifications

- FEMA IS 100 & 700
- NTSS: Fall Prevention, Ladder Safety, and Scaffolding Certificate of Completion
- USACE CQCM for Contractors
- Joint Interagency Training Center – West: Consequence Management Disasters Course
- U.S. Navy – Enterprise Safety Applications Management System for CNRF: Job Hazard Analysis Training
- USAID: Joint Humanitarian Operations Course

Education

- United States Merchant Marine Academy, BS, Marine Transportation with a Minor in Marine Engineering

Select AshBritt Experience: Since 2003

Mr. Knight served as the Project Manager, Operations Manager, Quality Control Manager, or held other key personnel roles for all of the disaster recovery and debris removal projects listed below:

- **Winter Storm Jonas, Jan 2016 – Multiple Jurisdictions in MD & VA**
Snow removal operations utilizing heavy equipment.
- **Valley Fire (DR-4240), Dec 2015 - Lake County, CA**
Hazardous tree felling and clean-up of fire damage and destroyed trees.
- **Valley Fire (DR-4240), Oct 2015, Pacific Gas & Electric - Lake County, CA**
Hazardous tree felling and clean-up of fire damage and destroyed trees.
- **Winter Storm Pax (DR-4165) & (EM-3369), Feb. 2014 - GA & SC**
Park and ROW debris removal, management, and disposal.
- **Hurricane Sandy (DR-4085-6), Oct. 2012 - NJ**
Vessel removal and management, ROW, and DMS Management.
- **Deepwater Horizon Oil Spill, FDEP, 2010 – Bay County & Gulf County, FL**
Mobilization, staging, and deployment of 100,000 linear ft. of deflection boom.
- **Haiti Earthquake Response, 2010 - Port Au Prince, Haiti**
Ocean shipment of over 300 pieces of heavy equipment, a base camp, and conducted debris collection and disposal operations.
- **Hurricane Ike (DR-1791), Sept. 2008 - Southeast TX**
Debris removal, building restoration, and ancillary services.
- **Hurricane Dolly (DR-1780), July 2008 - Hidalgo County, TX**
Debris removal and supplied water relocation equipment.
- **Severe Ice Storm (EM-3268), 2006 – Alden & Erie County, NY**
Debris collection and disposal.
- **Hurricane Wilma (DR-1609), 2006 – Weston, FL**
Canal marine debris removal mission.
- **Hurricane Katrina (DR-1603) & (DR-1604), 2005 – Hope, Hancock County, and Pass Christian, MS & LA**
Debris removal, PPDR, Demolition, HHW, and Putrescent debris collection
- **Hurricane Katrina (DR-1609) – Broward County, FL**
- **Southern California Edison Bark Beetle Tree Removal Program - 2004**
- **Hurricane Dennis (DR-1609) – Escambia County, FL**
- **Citrus Canker Eradication Program, FL Department of Agricultural - 2005**
- **Hurricane Charley, Sept. 2004 - Charlotte County, FL**
- **Hurricane Isabel, 2004 - Hampton, VA**
- **Hurricane Ivan (DR-1551), Sept. 2004 - Escambia County, FL**



Rob Ray
Sr. VP/Quality Control Manager

Overview:

Rob Ray has over 20 years of Business Development and Customer Service management experience, with specific experience in disaster response/recovery, environmental contracting, foreign relations contracting and safety training management. He currently serves as a Sr. Vice President, managing Client Relations throughout multiple states. Rob first collaborated with AshBritt, as part of a joint venture in 2003, as an Operations Manager for several large-scale hazardous fire fuels reduction projects that included high volume Hazardous Tree Removal in San Diego County, San Bernardino County, and Riverside County, California. In 2005, Rob served as both a Senior Project Manager and as the Operations Manager for the USACE Hurricane Katrina State of Mississippi recovery operations, coordinating and assisting in organizing over 1,000 subcontractors for disaster recovery operations in 16 counties. Rob has managed more than 60 disaster recovery projects and continues to surpass client expectations and project goals through his effective management and operational expertise. Rob is currently serving as Operations Manager in charge of overall project operational management for our 2016 City of Jersey Village, TX Severe Storms and Flooding (DR-4269) Debris Removal Project.

Disaster Recovery Experience

- 12 Years

Areas of Expertise

- Operations
- Quality Control
- Safety
- FEMA Technical Assistance

Training & Certifications

- FEMA IS 100 and 700
- USACE CQCM for Contractors
- Anti-Terrorism Certification – Level 1
- NTSS: Fall Prevention and Ladder Safety Certificate of Completion

Education

- Culpeper County High School, Culpeper, VA

Select AshBritt Experience: Since 2004

Mr. Ray served as the Project Manager, Operations Manager, Quality Control Manager, or held other key personnel roles for all of the disaster recovery and debris removal projects listed below:

- **Severe Storms and Flooding, May 2016 – Jersey Village, TX**
ROW debris removal, management, and disposal.
- **Winter Storm Jonas, Jan 2016 – Multiple Jurisdictions in MD**
Snow removal operations utilizing heavy equipment.
- **Valley Fire (DR-4240), Dec 2015 - Lake County, CA**
Hazardous tree felling and clean-up of fire damage and destroyed trees.
- **Valley Fire (DR-4240), Oct 2015, Pacific Gas & Electric - Lake County, CA**
Hazardous tree felling and clean-up of fire damage and destroyed trees.
- **Texas Flooding Event (DR-4223), June 2015 - Hidalgo County, TX**
Utilized 20 Super Tanker Vac Trucks to relocate 13,500,000 gallons of water.
- **Winter Storm Pax (DR-4165) & (EM-3369), Feb. 2014 – Augusta, GA**
ROW debris removal, management, and disposal.
- **Hurricane Sandy (DR-4086-91-92), Oct. 2012 – VA, MD, NJ**
ROW, DMS Management, and multiple other debris services.
- **Severe Storm (DR-4046) & (DR-4051), Oct. 2011 - MA**
ROW, DMS Management, and multiple other debris services.
- **Hurricane Irene (DR-4034), 2011 – MA**
Emergency road clearance and road repair.
- **Severe Storm and Tornadoes (DR-1994), May 2011 - Massachusetts**
Debris, DMS management, disposal, and hazardous tree mitigation.
- **Deepwater Horizon Oil Spill, FDEP, 2010 – Bay County & Gulf County, FL**
Mobilization, staging, and deployment of 100,000 linear ft. of deflection boom.
- **Blizzard, Jan 2010 – VA & MD**
Snow removal operations.
- **Hurricane Ike (DR-1791), Sept. 2008 - Southeast TX**
Debris removal, building restoration, and ancillary services.
- **Hurricane Dolly (DR-1780), July 2008 - TX**
Debris removal and supplied water relocation equipment.
- **Hurricane Katrina (DR-1603) & (DR-1604), Aug. 2005 - MS**
Debris removal and multiple ancillary services to remove of 20.5 million cubic yards of disaster debris.
- **Hurricane Katrina (DR-1602), Oct 2005 – Miami Beach, FL**
Vegetative and C&D debris collection, processing, DMS management, and disposal.
- **Hurricane Katrina (DR-1602), Oct 2005 – Oakland Park, FL**
Vegetative and C&D debris collection, processing, DMS management, and disposal.



Brett Postelli
Safety Officer

Overview:

Responsible for establishing and communicating mission safety rules, ensuring vehicle, vessel, and equipment safety inspections are to specifications, preparing weekly safety meeting agendas, investigating accidents, implementing and reviewing DMS Site-specific Safety and Health Plans and updating as appropriate, performing structural safety inspections, including the DMS inspection towers. He serves as a liaison with client safety representative(s).

Disaster Recovery Experience

- 10 Years

Areas of Expertise

- Safety
- Waterway Management
- Trainings
- Hazardous Waste

Training & Certifications

- USACE: UXO/EOD #2657
- Over 20 Medical First Responder Certifications
- Multiple Hazardous Material Handling Certifications
- Certified as Instructor for Hazardous Materials, First Responder Courses, Rescue SCUBA, and Anti-Terrorism Courses.
- Highly Specialized in Unexploded Ordinance Trainings
- 40 Hr. & 8 Hr. HAZWOPER
- USACE CQCM for Contractors

Education

- TA&M – Unexploded Ordinance Tech (UXO), College Station, TX - 2010
- International School for Security & Explosives (EOD 1)– College Station, TX - 2010
- Kalamazoo Valley College, Fire Science/ Police Academy, Kalamazoo, MI - 1994

Select AshBritt Experience: Since 2010

Mr. Postelli has served as the Safety Officer, Quality Control Manager, Operations Manager, or held another key role for all of the disaster recovery and debris removal projects listed below:

- **Hurricane Sandy (DR-4085-6), Oct. 2012 - NJ**
Vessel removal and management, ROW, and DMS Management.
- **Deepwater Horizon Oil Spill, FDEP, 2010 – Bay County & Gulf County, FL**
Mobilization, staging, and deployment of 100,000 linear ft. of deflection boom.

Nationwide Training & Safety Services, MI: Since 2003

■ **Training & Safety Officer**

Provide specialized training for Emergency Medical Response, 40 Hr. HAZWOPER, Confined Space, Level I-IV Confined Space Rescue, Anti-terrorism, Maritime Safety & Security, Industrial Fire Brigade, Maritime Firefighting, Physical & Technical Security. Acts as Safety Officer and Project Manager for clients.

GEO Group, TX: 2012

■ **Fire & Safety Manager**

Responsible for all fire, safety, security matters in a federal corrections setting.

- Perform scheduled and unscheduled emergency drills to evaluate departments' strengths and weaknesses in response procedures.

Veolia ES, CA: 2009 – 2011

■ **Emergency Response & EHS Manager**

Responded to national hazmat and explosive incidents (Industrial fires, BP oil spill, pipeline ruptures, lab explosions, meth labs, rail car leaks, interstate spills/releases, etc.)

- Conducted regulatory training and occupational safety training. (i.e., 40hr HAZWOPER, Confined Space Entry/Rescue, Technical Rescue, First Aid/CPR, etc.)
- Assist the USACE, DOD, and EMR Environmental in the remediation process of Unexploded Ordinance in the Great Lakes, by writing an Explosive Safety Site Plan and Explosive Disposal Procedures.

Underwater Construction Corporation, MI: 2007-2009

■ **Safety & Electronics Specialist**

Communication specialist and underwater surveillance system tech for the nuclear diving company. Provided site safety and safety training to all divers and personnel.

Atlantic Group, VA: 2006-2007

■ **NRC Nuclear Radiation Worker**

Provide supplemental support as an NRC certified Radiation Worker to Nuclear Power Stations throughout the United States, providing special services in technical and industrial skills.



Christina D'Emidio
Controller

Overview:

Accounting administrator for all AshBritt projects since 2005. Mrs. D'Emidio manages all payables, reconciles operational reporting to subcontractor invoices, processes subcontractor invoices for payment, and is the lead data entry and invoicing contact. As Project Administrator, she handled all invoicing and subcontractor files for over 300 subcontractors in the Hancock and Pass Christian projects in Mississippi following Hurricane Katrina (2005-2007). She assisted the project managers in all administrative duties. This included but was not limited to, scanning and uploaded all tickets for the state of Louisiana following Hurricane Katrina (2005). Furthermore, she assisted with subcontractor invoices and contracts.

Disaster Recovery Experience

- 12 Years

Areas of Expertise

- Data Management
- Subcontractor Management
- FEMA Documentation

Training & Certifications

- FEMA IS 100 & 200
- Florida Notary

Education

- Pensacola Christian College, BS in Music Education (piano proficiency)
- Pensacola Christian College, MS in Music Education (piano proficiency)

Select AshBritt Experience: Since 2004

Mrs. D'Emidio served as the Controller, Data Manager, and contact Audit inquiries for all of the disaster recovery and debris removal projects listed below:

- **Winter Storm Jonas, Jan 2016 – Multiple Jurisdictions in MD & VA**
Snow removal operations utilizing heavy equipment.
- **Valley Fire (DR-4240), Dec 2015 - Lake County, CA**
Hazardous tree felling and clean-up of fire damage and destroyed trees.
- **Valley Fire (DR-4240), Oct 2015, Pacific Gas & Electric - Lake County, CA**
Hazardous tree felling and clean-up of fire damage and destroyed trees.
- **South Carolina Flooding (DR-4241), Oct 2015 - Charleston, SC**
ROW debris collection for vegetative and C&D debris streams.
- **Texas Flooding Event (DR-4223), June 2015 - Hidalgo County, TX**
Utilized 20 Super Tanker Vac Trucks to relocate 13,500,000 gallons of water.
- **Winter Storm Pax (DR-4165) & (EM-3369), Feb. 2014 - GA & SC**
Park and ROW debris removal, management, and disposal.
- **Hurricane Sandy (DR-4085-6), Oct. 2012 - NY & NJ**
Vessel removal and management, ROW, and DMS Management.
- **Severe Storm (DR-4046) & (DR-4051), Oct. 2011 - CT & MA**
ROW, DMS Management, and multiple other debris services.
- **Severe Storm and Tornadoes (DR-1994), May 2011 - Massachusetts**
Debris, DMS management, disposal, and hazardous tree mitigation.
- **Hurricane Ike (DR-1791), Sept. 2008 - Southeast TX**
Debris removal, building restoration, and ancillary services.
- **Hurricane Dolly (DR-1780), July 2008 - TX**
Debris removal and supplied water relocation equipment.
- **Hurricane Katrina (DR-1603) & (DR-1604), Aug. 2005 - MS & LA**
Debris removal and multiple ancillary services to remove of 21.5 million cubic yards of disaster debris.
- **Hurricane Wilma (DR-1609), Oct. 2005 – South Florida**
ROW debris removal, DMS site management, debris recycling, and disposal.
- **Hurricane Dennis (DR-1609), 2005 – Escambia County, FL**
ROW debris removal, DMS site management, debris recycling, and disposal.
- **Hurricane Ivan (DR-1551), Sept. 2004 - Escambia County, FL**
ROW Debris removal of vegetation and C&D in addition to waterways.



Kelly Beckmann
Data Manager/Alt. Controller

Overview:

Mrs. Beckmann is responsible for quality control checking data and documentation related to disaster recovery operations. She is also responsible for management of all required field operations documents. She takes the source documents that are scanned and entered into the database for report compilation, subcontractor invoice payment, and client invoice data. Ms. Beckmann also functions as the companies GIS Technician. She creates maps in order to assist in debris planning and area management. This helps AshBritt in managing, tracking, and updating the Right-Of-Way (ROW) debris collection, removal, and disposal phases.

Disaster Recovery Experience

- 5 Years

Areas of Expertise

- Data Management
- Subcontractor Management
- FEMA Documentation
- Quality Control
- GIS Mapping

Training & Certifications

- USACE CQCM for Contractors

Education

- Andrew Jackson University,
Bachelor's Business
Administration - 2010

Select AshBritt Experience: Since 2011

Mrs. Beckmann served as the Controller or Data Manager for all of the disaster recovery and debris removal projects listed below:

- **Winter Storm Jonas, Jan 2016 – Multiple Jurisdictions in MD & VA**
Snow removal operations utilizing heavy equipment.
- **Valley Fire (DR-4240), Dec 2015 - Lake County, CA**
Hazardous tree felling and clean-up of fire damage and destroyed trees.
- **Valley Fire (DR-4240), Oct 2015, Pacific Gas & Electric - Lake County, CA**
Hazardous tree felling and clean-up of fire damage and destroyed trees.
- **South Carolina Flooding (DR-4241), Oct 2015 - Charleston, SC**
ROW debris collection for vegetative and C&D debris streams.
- **Texas Flooding Event (DR-4223), June 2015 - Hidalgo County, TX**
Utilized 20 Super Tanker Vac Trucks to relocate 13,500,000 gallons of water.
- **Winter Storm Pax (DR-4165) & (EM-3369), Feb. 2014 - GA & SC**
Park and ROW debris removal, management, and disposal.
- **Hurricane Sandy (DR-4085-6), Oct. 2012 - NY & NJ**
Vessel removal and management, ROW, and DMS Management.
- **Severe Storm (DR-4046) & (DR-4051), Oct. 2011 - CT & MA**
ROW, DMS Management, and multiple other debris services.
- **Severe Storm and Tornadoes (DR-1994), May 2011 – MA & CT**
Debris, DMS management, disposal, and hazardous tree mitigation.

GIS Dolph Map, Inc., FL: 2002-2009

■ **Research Manager**

Ms. Beckmann supervised and trained all researchers, provided GIS research coordination for all map projects, and was responsible for all quality control of all information on map projects. She edited all map projects during annual updates. As Purchasing Coordinator, she created and tracked all purchase orders, performed quality control, managed freight logistics, provided production tracking for all projects, coordinated inventory controls and managed efficient inventory levels, and maintained vendor relationships through direct negotiations.

Bell South, FL: 1994-2001

■ **Vice President's Business Assistant**

At this time, Ms. Beckmann provided the compensation coordination, database maintenance, information management, and financial reporting.

■ **BellSouth Entertainment's Production Support Analyst**

She provided financial report coordination, Intelecable dispatch and billing system coordination, BEERS Online Report Environment coordination, was responsible for quality control of address database coordination, and acted as a quality control liaison between Headquarters and the market for all systems.



Jim Loomis
FEMA Technical Consultant

Overview:

Mr. Loomis has 35 years of management experience and 24 years of regulatory and contract analysis experience at the local, state and federal level. He has been the lead manager and senior partner for in procurement, contracts, appeals, claims, protests, small business participation, and case management. Mr. Loomis has relevant disaster management capabilities developed during his 12-year career at the State of Florida Department of Community Affairs in the Division of Emergency Management. Mr. Loomis worked extensively on all types of federal assistance projects and handled many program challenges. He has supervisory and hands-on experience with more than one hundred federal disaster declarations in the areas of government-to-government assistance for wildfire management and infrastructure assistance; government-to-individual assistance to meet uninsured family needs, and government-to-business assistance for uninsured business recovery needs. He was the primary liaison and coordinator for the emergency management community in the public-private partnership that became the Partners in Recovery Program with the Florida Insurance Industry. This partnership between the Florida Insurance Council, the Insurance Department, and Emergency Management is a national model for coordination of disaster recovery activities. While with the State of Florida Mr. Loomis worked in the hurricane shelter survey program, Community Right to Know program, Emergency Management GIS Unit and then served as the Administrator of the Disaster Recovery Programs. In this capacity, he was responsible for planning, coordination, oversight, and development of emergency recovery activities and worked with stakeholders for four years on the legislation that became the Disaster Mitigation Act of 2000. Mr. Loomis has specific construction expertise and cost estimating experience beginning in 1972 with Gunn and Gunn Construction Company in Miami, Florida. Mr. Loomis developed residential and commercial construction repair cost estimates used for insurance claims resulting from fire damage. Mr. Loomis is currently certified by the USACE and NAVFAC in Construction Quality Management for Contractors.

Disaster Recovery Experience

- Over 35 years

Areas of Expertise

- FEMA Technical Assistance
- Project Worksheet Formulation
- FEMA Appeals
- FEMA Documentation

Training & Certifications

- Over 50 FEMA and Emergency Management Certifications and Trainings.
- USACE CQCM for Contractors

Education

- Miami Edison Senior High School
- Miami Dads Junior College – Associates Degree
- Florida State University

Select AshBritt Experience: Since 2005

Mr. Loomis served as the FEMA Technical Consultant for all of the disaster recovery and debris removal projects listed below:

- **Hurricane Sandy (DR-4086), Oct. 2012 - NJ**
ROW, DMS Management, and multiple other debris services.
- **Acquiring A-901 License for Hurricane Sandy**
The State of New Jersey requires that all companies transporting non-recyclable waste within its jurisdiction must have a state issued an A-901 license. Mr. Loomis coordinated the application for the A-901 License for the Hurricane Sandy Disaster Recovery Mission. The application and supporting documents, which included but were not limited to, corporate information and financial documents, personal history documents, and personal financials, totaled over 1,000 pages. AshBritt activated an all-hands, 24/7 effort to compile the required information and submit to the state within five days to meet mission requirements.
- **Severe Storm (DR-4046) & (DR-4051), Oct. 2011 - CT & MA**
ROW, DMS Management, and multiple other debris services.
- **Severe Storm and Tornadoes (DR-1994), May 2011 - Massachusetts**
Debris, DMS management, disposal, and hazardous tree mitigation.
- **Hurricane Irene (DR-4034), 2011 – MA**
DMS management, debris collection, and disposal.
- **Hurricane Katrina (DR-1603) & (DR-1604), Aug. 2005 - MS & LA**
Debris removal and multiple ancillary services to remove of 21.5 million cubic yards of disaster debris.
- **Hurricane Wilma (DR-1609), Oct. 2005 - FL**
ROW debris removal, DMS site management, debris recycling, and disposal.



Christopher Holsinger
FEMA Public Assistance Liaison

Overview:

Christopher is a FEMA Debris/Public Assistance specialist who earned his Masters of Public Administration with a specialization in Emergency Management from Florida State University. He is a licensed EMT, Private Pilot, and earned a Bachelor's Degree in Political Science, and minors in Emergency Management and Urban Regional Planning at Florida State University. Christopher has tenure working for the Florida Division of Emergency Management (FDEM) Mitigation Bureau, where he assisted in the formulation of mitigation plans as well as doing research for the Governors' South Atlantic Alliance on Private Public Partnerships for short-term economic recovery. After some time in the Mitigation Bureau, he entered into the Recovery Bureau assisting Florida sub-grantees with the FEMA Public Assistance program. Christopher was an instructor for the FEMA G202 Debris Management course, assisted in formulating debris related appeals for FDEM sub-grantees, reviewed and submitted Debris Management Plans for the PA Alternative Procedures Pilot Program under the Sandy Recovery Improvement Act, was a Public Assistance Coordinator under FDEM for the FEMA Fire Management Assistance Grant Program (FMAG), as well as reviewed Florida county, city, municipality, and special jurisdictions contracts and RFP's for FEMA and CFR compliance. Christopher has completed over 25 FEMA training courses related to the FEMA Public Assistance, Individual Assistance, and Emergency Management recovery programs. He has received his FEMA Professional Development Series Certificate and completed courses towards the Advanced Professional Series certificate. Since joining AshBritt, he has assisted communities in maximizing their federal cost share during declared disasters as well as reinforcing FEMA policies to ensure they retain maximum federal dollars.

Disaster Recovery Experience

- 4 Years

Areas of Expertise

- FEMA Technical Assistance

Training & Certifications

- FEMA IS 100, 120a, 139, 200b, 200HCA, 208a, 230b, 235b, 240a, 241a, 242a, 244a, 632a, 634, 660, 703a, 704, 775, 800b
- FEMA FL-601 and 603, G-202 (Instructor), G-272, G-278, G-300, G-393, G-400
- FEMA L-948
- FEMA Procurement Disaster Assistance Team Training (PDAT)
- Pilot License & EMT License (FL) (2012 - Present)

Education

- Florida State University – Bachelors of Political Science, Minor: Emergency Management & Urban Regional Planning
- Florida State University – Masters of Public Administration, Specialization: Strategic leadership & Emergency Management

Select AshBritt Experience: Since 2014

Mr. Holsinger served as the FEMA Public Assistance Liaison or Operations Manager for all of the disaster recovery and debris removal projects listed below:

- **Winter Storm Jonas, Jan 2016 – Baltimore County & City, MD**
Snow removal operations utilizing heavy equipment.
- **Red Tide Dead Fish Collection and Disposal, 2015 - Longboat Key, FL**
Collection, removal, and disposal of over 10,000 lbs. of dead fish in waterways/

Florida Division of Emergency Management (FDEM), FL: 2012-2014

- **Public Assistance Coordinator – Fire Management Assistance Grant Program (FMAG)**

Collected all pay policies, timesheets, work logs, vehicle logs, statewide mutual aid agreements, and all other necessary documentation for the obligation of federal reimbursement for 12 sub-grantees for (DR-2902) FEMA FMAG program.

- **Debris Specialist**

DR 4138 Florida Severe Storms and Flooding

Debris Specialist – Provided Technical Assistance for affected jurisdictions in the Panhandle of Florida in order to coordinate proper debris removal and contracting techniques set forth by FEMA.

- **Debris Technical Assistance**

Throughout Mr. Holsinger's tenure at FDEM Bureau of Recovery, he assisted Florida counties and many jurisdictions with procurement and FEMA Public Assistance guidance. From Debris Removal/Monitoring Contract review, Debris Management Plan review, to Comprehensive Emergency Management Plan re-approval, to assisting with technical questions and teaching, the experience and expertise gained has become a valuable asset to assisting communities that AshBritt serves.

- **Hazard Mitigation Grant Program (HMGP)**

Mr. Holsinger assisted the Mitigation Bureau in various projects that were being completed under the FEMA (HMGP) program. In addition, he was a part of the five year update to the State of Florida Hazard Mitigation Plan.



Bill Johnson
DMS Director

Overview:

Mr. Johnson's has over 40 years of disaster recovery experience. His primary responsibility includes the operational implementation of DMS plans, he supervises site management, debris separation, and reduction crews, ensures proper containment and categorization of hazardous waste found in the debris stream. He arranges for recycling of appropriate debris materials as per the mission or task specific plans in the planning and operational phases. He ensures adherence to work rules, safety and environmental monitoring guidelines, supervises the loading of reduced debris for transportation to final disposal, ensures debris haul trucks are loaded within state DOT weight limits, and conducts site closures.

Disaster Recovery Experience

- 44 Years

Areas of Expertise

- DMS Management
- Recycling
- Disposal
- Operations
- Project Management

Training & Certifications

- FEMA IS 100 & 700
- 40 Hr. HAZWOPER
- USACE CQCM for Contractors

Education

- Miami Springs High School,
Miami Springs, FL

Select AshBritt Experience: Since 2000

Mr. Johnson served as the DMS Director or Operations Manager for all of the disaster recovery and debris removal projects listed below:

- **Valley Fire (DR-4240), Dec 2015 - Lake County, CA**
Hazardous tree felling and clean-up of fire damage and destroyed trees.
- **Red Tide Dead Fish Collection and Disposal, 2015 - Longboat Key, FL**
Collection, removal, and disposal of over 10,000 lbs. of dead fish in waterways.
- **Valley Fire (DR-4240), Oct 2015, Pacific Gas & Electric - Lake County, CA**
Hazardous tree felling and clean-up of fire damage and destroyed trees.
- **South Carolina Flooding (DR-4241), Oct 2015 - Charleston, SC**
ROW debris collection for vegetative and C&D debris streams.
- **Winter Storm Pax (DR-4165), Feb. 2014 – Georgetown County, SC**
Park and ROW debris removal, management, and disposal.
- **Hurricane Sandy (DR-4085-6), Oct. 2012 – Ocean County, NJ**
ROW, DMS Management, and multiple other debris services.
- **Severe Storm and Tornadoes (DR-1994), May 2011 – Springfield, MA**
Debris, DMS management, disposal, and hazardous tree mitigation.
- **Atlantic Snow Storm, 2010 – Alexandria, VA**
Snow removal operations.
- **Haiti Earthquake Response, 2010 - Port Au Prince, Haiti**
Ocean shipment of over 300 pieces of heavy equipment, a base camp, and conducted debris collection and disposal operations.
- **Hurricane Katrina (DR-1603) Aug. 2005 – Jackson County, MS**
Debris removal, PPDR, Demolition, HHW, and Putrescent debris collection
- **Over 10 Other significant disaster response and recovery projects**

Waste Management, Inc., FL: 1997-1999

■ **Divisional Vice President**

Responsible for leading and managing the organization's Refuse Collection Division and recycling plant in Broward County, Florida.

Browning Ferris, Inc., FL: 1979-1997

■ **Vice President**

Responsible for the operations of over 250 employees and 125 route trucks in the West Palm Beach area. Managed an annual budget of over 30 million dollars. Planned and managed the refuse collection of over 50,000 residential accounts and over 7,000 commercial accounts.

Johnson Brothers Consolidated Waste Inc., FL: 1972-1979

■ **Owner**

Formed a garbage collection company and built three commercial routes and three construction debris routes. Sold organization to Industrial Waste Services, Inc.

United States Army, Fort Leonard Wood, MO

■ **Specialist 5: Heavy Equipment Operator**

Served 18 months in Vietnam



Danny D'Emidio
DMS Manager

Overview:

Mr. D'Emidio is a key member of a rapid-response team with over 20 years of experience. He deploys to manage disaster recovery operations for assigned project client area. He will conduct debris field surveys, facilitate and communicates progress reports, assists client with media briefings and manages disaster recovery operations. Furthermore, he directs all activities of assigned operations personnel, subcontractors, and vendors in the execution of contracted scope of work. He will ensure contractual compliance in areas of technical approach, quality control and safety. During the operations, he reports to the Senior Project Manager/Operations Manager.

Disaster Recovery Experience

- 23 Years

Areas of Expertise

- DMS Management
- Recycling
- Disposal
- Operations
- Project Management

Training & Certifications

- FEMA IS 100
- 40 Hr. HAZWOPER
- USACE CQCM for Contractors
- Class A Commercial Driver's License
- DOT Traffic Safety Course Certification

Education

- Miramar High School, FL

Select AshBritt Experience: Since 1992

Mr. D'Emidio served as the DMS Director, DMS Manager, Quality Control Manager, or Project Manager for all of the disaster recovery and debris removal projects listed below:

- **Winter Storm Jonas, Jan 2016 – Rockville, MD**
Snow removal operations utilizing heavy equipment.
- **Valley Fire (DR-4240), Dec 2015 - Lake County, CA**
Hazardous tree felling and clean-up of fire damage and destroyed trees.
- **Valley Fire (DR-4240), Oct 2015, Pacific Gas & Electric - Lake County, CA**
Hazardous tree felling and clean-up of fire damage and destroyed trees.
- **Hurricane Sandy (DR-4085-6), Oct. 2012 – NJ**
ROW, DMS Management, and multiple other debris services.
- **Severe Storm (DR-4046) & (DR-4051), Oct. 2011 – Chicopee, MA**
ROW, DMS Management, and multiple other debris services.
- **Severe Storm and Tornadoes (DR-1994), May 2011 – Monson, MA**
Debris, DMS Management, disposal, and hazardous tree mitigation.
- **Tornado, 2011 – Glad Springs, VA**
Debris collection, removal, and disposal
- **Tornado, 2011 – Fayetteville, NC**
Debris collection, removal, and disposal.
- **Haiti Earthquake Response, 2010 - Port Au Prince, Haiti**
Ocean shipment of over 300 pieces of heavy equipment, a base camp, and conducted debris collection and disposal operations.
- **Deepwater Horizon Oil Spill, FDEP, 2010 – Gulf County, FL**
Mobilization, staging, and deployment of 100,000 linear ft. of deflection boom.
- **Hurricane Ike (DR-1791), Sept. 2008 – Brazoria and Liverpool, TX**
Debris collection, removal, and disposal.
- **Hurricane Dolly (DR-1780), July 2008 - Hidalgo County, TX**
Debris removal and supplied water relocation equipment.
- **Hurricane Katrina (DR-1603) Aug. 2005 – MS**
Debris removal, PPDR, Demolition, HHW, and Putrescent debris collection
- **Hurricane Dennis (DR-1609), 2005 – Escambia County, FL**
ROW debris removal, DMS site management, debris recycling, and disposal.
- **Hurricane Frances, Sept 2004 - Port St. Lucie, FL**
ROW debris removal, DMS site management, hazardous tree mitigation, debris recycling, and disposal.
- **Over 10 other significant disaster response and recovery projects**

Bodkins Construction, FL: 1990-1992

- **Night shift supervisor**
Processed debris using Diamond Z tub grinder after Hurricane Andrew. He was also a rubber-tired front-end loader operator for various construction projects and a bulldozer operator for various construction projects.



Richard Bensch
Operations Supervisor

Overview:

Mr. Bensch is a key member of a rapid-response team with over 20 years of experience. He deploys to manage disaster recovery operations for assigned project client area. He will conduct debris field surveys, facilitate and communicate progress reports, assist client with media briefings and manages disaster recovery operations. Furthermore, he directs all activities of assigned operations personnel, subcontractors, and vendors in the execution of contracted scope of work. He will ensure contractual compliance in areas of technical approach, quality control and safety. During the operations, he reports to the Senior Project Manager/Operations Manager..

Disaster Recovery Experience

- 21 Years

Areas of Expertise

- DMS Management
- Recycling
- Disposal
- Operations
- Project Management

Training & Certifications

- FEMA IS 100
- 40 Hr. HAZWOPER
- USACE CQCM for Contractors
- Class B Commercial Driver's License
- DOT Traffic Safety Course Certification

Education

- Miramar High School, FL

Select AshBritt Experience: Since 1994

Mr. Bensch served as the DMS Manager, Quality Control Manager, Project Manager, or Operations Manager for all of the disaster recovery and debris removal projects listed below:

- **Winter Storm Jonas, Jan 2016 – Baltimore, MD**
Snow removal operations utilizing heavy equipment.
- **Valley Fire (DR-4240), Dec 2015 - Lake County, CA**
Hazardous tree felling and clean-up of fire damage and destroyed trees.
- **Valley Fire (DR-4240), Oct 2015, Pacific Gas & Electric - Lake County, CA**
Hazardous tree felling and clean-up of fire damage and destroyed trees.
- **Winter Storm Pax (EM-3369), Feb. 2014 – Sumter, SC**
ROW debris removal, management, and disposal.
- **Hurricane Sandy (DR-4085-6), Oct. 2012 – NJ**
ROW, DMS Management, and multiple other debris services.
- **Severe Storm and Tornadoes (DR-1994), May 2011 – Monson, MA**
Debris, DMS management, disposal, and hazardous tree mitigation.
- **Hurricane Irene (DR-4024), 2011 – Emporia, VA**
Debris collection, removal, and disposal
- **Tornado, 2011 – Glad Springs, VA**
Debris collection, removal, and disposal
- **Tornado, 2011 – Fayetteville, NC**
Debris collection, removal, and disposal.
- **Snow Storm, Feb 2010 – Baltimore, MD**
Snow removal operations
- **Haiti Earthquake Response, 2010 - Port Au Prince, Haiti**
Ocean shipment of over 300 pieces of heavy equipment, a base camp, and conducted debris collection and disposal operations.
- **Hurricane Ike (DR-1791), Sept. 2008 – Orange County, TX**
Mold and Asbestos removal in government buildings.
- **Hurricane Katrina (DR-1603) Aug. 2005 – MS**
Debris removal, PPDR, Demolition, HHW, and Putrescent debris collection
- **Hurricane Katrina (DR-1602), Oct 2005 – Coral Gables, FL**
Vegetative and C&D debris collection, processing, DMS man., and disposal.
- **Hurricane Wilma (DR-1609), Oct. 2005 – South Florida**
ROW debris removal, DMS site management, debris recycling, and disposal.
- **Hurricane Dennis (DR-1609), 2005 – Escambia County, FL**
ROW debris removal, DMS site management, debris recycling, and disposal.
- **Hurricane Frances, Sept 2004 – Boca Raton, FL**
ROW debris removal, DMS site management, hazardous tree mitigation, debris recycling, and disposal.
- **Ice Storm. 2004 – Sumter, SC**
Debris removal, collection, and disposal.
- **Hurricane Isabel, Sept 2003 – Hampton, VA**
Debris removal, collection, and disposal.
- **F5 Tornado, May 1999, Oklahoma City, OK**
Debris removal, collection, and disposal.



Jason Santiago
QC Supervisor

Overview:

Mr. Santiago is a key member of a rapid-response team with over 15 years of experience. He deploys to manage disaster recovery operations for assigned project client area. Mr. Santiago is the primary liaison with the client and conducts debris field surveys, facilitates and communicates progress reports, assists client with media briefings and manages disaster recovery operations. He directs all activities of assigned operations personnel, subcontractors, and vendors in the execution of contracted scope of work. Mr. Santiago may also assume responsibility of the operational implementation of DMS plans, supervise site management, debris separation, and reduction crews, ensures proper containment and categorization of hazardous waste found in the debris stream. He arranges for recycling of appropriate debris materials as per the mission or task specific plans in the planning and operational phases. He ensures adherence to work rules, safety and environmental monitoring guidelines, supervises the loading of reduced debris for transportation to final disposal, ensures debris haul trucks are loaded within state DOT weight limits, and conducts site closures.

Disaster Recovery Experience

- 15 Years

Areas of Expertise

- DMS Operations
- Project Management
- Recycling
- Quality Control

Training & Certifications

- FEMA IS 10, 15b, 100, and 700.
- Flagger/Worker zone Safety Certification
- USACE CQCM

Education

- Flanagan Highschool, FL

Select AshBritt Experience: Since 2001

Mr. Santiago served as the Project Manager, Operations Manager, Quality Control Manager, DMS Manager, or held other key personnel roles for all of the disaster recovery and debris removal projects listed below:

- **Severe Storm, Jan 2016 – Collier County & Naples, FL**
ROW debris collection, reduction, and disposal.
- **Valley Fire (DR-4240), Dec 2015 - Lake County, CA**
Hazardous tree felling and clean-up of fire damage and destroyed trees.
- **Valley Fire (DR-4240), Oct 2015, Pacific Gas & Electric - Lake County, CA**
Hazardous tree felling and clean-up of fire damage and destroyed trees.
- **Winter Storm Pax (DR-4165) & (EM-3369), Feb. 2014 – Augusta, GA**
Park and ROW debris removal, management, and disposal.
- **Hurricane Sandy (DR-4085-6), Oct 2012 - NJ**
ROW, DMS Management, and multiple other debris services.
- **Severe Storm (DR-4046) & (DR-4051), Oct 2011 - MA**
ROW, DMS Management, and multiple other debris services.
- **Severe Storm and Tornadoes (DR-1994), May 2011 – Springfield, MA**
Debris, DMS management, disposal, and hazardous tree mitigation.
- **Hurricane Irene (DR-4024-28-34), 2011 – VA, CT, MA**
DMS management, collection, and disposal.
- **Atlantic Snow Storm, 2010 – Montgomery County, MD**
Snow removal operations.
- **Hurricane Ike (DR-1791), Sept 2008 – Hardin County, TX**
Debris removal, collection, and disposal.
- **Hurricane Katrina (DR-1604), Aug 2005 – MS**
ROW debris removal, DMS site management, and hazardous tree removal.
- **Hurricane Katrina (DR-1604), July 2006 – Plantation, FL**
Debris collection, DMS site management, and disposal.
- **Hurricane Charley (DR-1539), 2004 – Charlotte County, FL**
ROW debris removal, DMS site management, and hazardous tree mitigation.

■ **FEMA Debris Management Guide**

AshBritt will meet all programs standards as provided for in the guides: FP 104-009-2 Public Assistance Program and Policy Guides or the FEMA P-325 Debris Management Guide where the new guide does not supersede.

■ **Major Debris Removal Projects**

• **Major Debris Removal Projects within the Past Year**

In the last year, AshBritt has conducted 20 separate missions across the U.S. These included disaster recovery operations in FL, SC, CA, TX, VA, and MD. In order to reduce duplicity, please reference Tab (B) section *Recent Experience Overview* for a brief overview of these disaster recovery projects we have completed within the past year. In addition, see our *Past Experience Table* in Tab (B) that will identify the details of all of these projects completed within the past year and throughout our history.

• **Major Debris Removal Projects Completed Beyond Five Years**

In the last five years, AshBritt managed over eight million cubic yards of debris in jurisdictions all over the U.S. AshBritt has responded to the 2016 Texas Severe Storms and Flooding (DR-4269), 2016 Collier County Severe Storm, 2016 Winter Storm Jonas, 2015 South Carolina Severe Storms and Flooding (DR-4241), 2015 California Valley Fire and Butte Fire (DR-4240), 2015 Texas Severe Storms (DR-4223), 2014 Georgia Severe Winter Storm (DR-4165) and 2014 South Carolina Severe Winter Storm (EM-3369) – known as Winter Storm Pax, 2012 Hurricane Sandy (DR-4087), 2011 Connecticut Severe Storms (DR-4046), the 2011 Massachusetts Severe Storm and Snowstorm (DR-4051), and other smaller events. In total, AshBritt has assisted over 130 separate towns, cities, counties, agencies, states, and special jurisdictions in the states of FL, GA, SC, CT, MA, NJ, NY, VA, TX, CA, and MD for disaster recovery and disaster debris management services.

Since our inception in 1992, we have conducted over 235 disaster projects and 30 special environmental projects of various sizes, successfully serving more than 500 clients. We have been directly involved in the disaster recovery efforts of over 50 federally declared disasters in 19 states, beginning with Hurricane Andrew in South Florida. AshBritt has responded to over 60 missions throughout Florida dating back to Hurricane Andrew in 1992. ***AshBritt is one of the few contractors to have completed a disaster debris removal mission in Florida in the past five years.***

In order to reduce duplicity, please reference Tab (B) section *Signature Projects* and *Past Experience Table* in Tab (B) that will identify the details of these projects completed beyond five years in Florida and throughout the U.S.

■ **Handling Disposal of Hazardous Materials**

According to the **2016 FEMA Public Assistance Program and Policy Guide FP 104-009-2**, Removal and disposal of pollutants and hazardous substances are eligible. Eligible activities include:

- Separation of hazardous materials from other debris
- Specialized procedures for handling and disposing of hazardous materials
- Control or stabilization of the hazardous material
- Pumping and treating water contaminated with the hazardous material
- Clean-up and disposal of the hazardous material

AshBritt will construct a containment area at the reduction site to store Hazardous Waste materials. This containment area will consist of an earthen berm with a non-permeable soil liner. The containment area will be covered at all times with a non-permeable cover. All materials that are classified as Hazardous Waste will be reported immediately to the City. This material will be segregated from the remaining debris using a method that

will allow the remaining non-hazardous waste debris to be processed. All hazardous debris will be moved and placed in the designated containment area.

- ***Hazardous Waste and Waste Spills Reporting***

Upon the occurrence and when applicable, AshBritt will report to the City all identified hazardous materials or any hazardous waste spills. We will fully remediate and clean all hazardous materials or waste spills that occur during our operations at no additional cost to the City. We will take immediate containment actions, as necessary, to minimize the effects of any spills or leaks. These activities will be in full accordance with applicable federal, state, and local laws and regulations. AshBritt will report any and all spills to the City and the Florida Department of Environmental Protection (FDEP) immediately following discovery. We will then submit a written follow-up report to the City no later than seven days after the initial report. The written report, at a minimum, will include the following:

- Description of the material spilled (including the identity, quantity, manifest number, etc.).
- The determination as to whether or not the amount spilled is EPA/FDEP reportable, and when and to whom it was reported.
- The exact time and location of the spill, including a description of the area involved.
- Receiving stream or waters.
- The cause of incident and equipment and personnel are involved.
- Injuries or property damage.
- Duration of discharge and containment procedures initiated.
- Summary of all communications AshBritt has had with press, agencies, or government officials other than City.
- Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.

- ***Household Hazardous Waste, White Goods, and Freon Collection***

After a disaster event, the destruction of residences, residential garages, sheds, or storage facilities will produce quantities of household hazardous waste (HHW) and white goods that must be separated from storm-generated debris. AshBritt crews have been trained to identify HHW during ROW and PPDR collection, as well as DMS debris separation activities. All HHW and white goods will be segregated at the loading site and the DMS. At the DMS, such will be separated by type and stored in a containment area prior to proper disposal. Disposal will comply with all local, state and federal regulations and laws. Additionally, we can assist the City in establishing and setting up “citizen drop sites” for the collection of such materials. We will take all precautions to prevent the release of such materials into the environment by providing impermeable, lined storage areas at such sites. Then we will properly dispose of the materials and remediate such sites.

▪ *Example of HHW Press Release*

The City can expect the EPA to issue an HHW press release similar to the one presented below if conditions permit.



United States Environmental Protection Agency

Nov 2012

Flood Cleanup in New York City: Household Hazardous Waste

People can be exposed to dangerous chemicals when cleaning up flooded homes and disposing of damaged household items. The U.S. Environmental Protection Agency will be periodically driving the streets of impacted areas and collecting household hazardous waste.

The primary focus of this effort is now in Brooklyn, Queens and Staten Island. Residents of flood-impacted areas in these boroughs are encouraged to put household hazardous waste products on their curbs for pickup.

Please segregate household hazardous waste from other garbage and stack items in cardboard boxes or clear plastic tote bins for easy identification and separation.

To report a heating oil tank (or other large source of oil/chemicals) that has leaked a significant amount of oil or chemicals into your basement or yard, or to seek information on other Hurricane Sandy related subjects, call George Zachos, the EPA Regional Public Liaison, at 1-888-283-7626.

View maps where curbside pickup will occur in NYC:
<http://epa.gov/sandy/hazardouswastepickup.html>



For more environmental information, contact:
EPA: George Zachos, Regional Public Liaison 1-888-283-7626
www.epa.gov/sandy

ACCEPTED ITEMS:

Household Cleaners
Ammonia-based cleaners; oven and drain cleaners; floor care products; aerosol cleaners; window cleaners; furniture polish; metal polishes and cleaners; tub, tile, toilet bowl cleaners

Paint & Related Products
Latex-, water- and oil-based paint; turpentine paint stripper, rust remover, paint thinner, varnish

Automotive Fluids & Batteries
Used motor oil and filters; gasoline and diesel fuel; kerosene; auto body repair products; windshield washer solution; antifreeze; brake and transmission fluid; metal polish and solvent

Batteries: Lead-acid batteries, rechargeable batteries, NiCad, NiMH and mercury batteries and car batteries

Lawn & Garden Care Products
Bug spray, fertilizer, pesticides, fungicides, herbicides and products that kill rodents

Beauty Products & Medicines
Alcohol-based lotions; isopropyl alcohol; expired or damaged medicines; nail polish and remover; hair relaxers, dyes and permanents; products in aerosol cans

Miscellaneous
Fluorescent lights, mercury thermometers, photographic chemicals, lighter fluids, shoe polish, fiberglass epoxy, swimming pool chemicals, moth balls, glue and mercury batteries

Fuel & Oil Tanks

NOT ACCEPTED ITEMS:

- ✗ Ammunition and guns
- ✗ Sharps
- ✗ Building or construction materials
- ✗ Infectious medical wastes
- ✗ Tires or other automotive parts

For our Hurricane Katrina Mississippi mission, approximately 25,000 white goods were segregated, decontaminated, baled and recycled or disposed of in a lawful manner.

AshBritt will recycle all eligible white goods including, but not limited to, refrigerators, freezers, and air conditioners in accordance with all federal, state and local rules, regulations, and laws. Additionally, any HHW collected as part of our debris stream is properly contained at our debris management sites and lawfully disposed of in permitted landfills. Other items within the debris stream that required special handling included E-waste (i.e., computers, TVs and other electronic items), lawn mowers (and fuel) and tires (customarily not part of the eligible debris stream). We collect and dispose of these under the applicable project guidelines and rules.



HHW collection at DMS – Hurricane Sandy

- **White Goods and Freon**

Loading and hauling of white goods will be performed when declared as eligible debris. White goods should be divided into two categories: 1) Non-refrigerant containing and 2) Refrigerant containing. Refrigerant containing white goods have two sub-categories: a) clean and b) dirty. Typically, clean refrigerant containing white goods are air conditioning units, but may also include empty refrigerators and freezers. Dirty refrigerant containing white goods consist of refrigerators and freezers in which food products and contents are still remaining inside.



White Good Collection at DMS

The collection methods used for this debris will be dependent on the category. For non-refrigerant white goods, collection procedures will be as outlined for standard ROW debris removal stated in this proposal. White goods categorized as containing refrigerant will be collected in such a manner that the refrigerant system will not be breached (i.e., the coils or condenser should not be ruptured or broken). All necessary precautions will be taken in collecting dirty refrigerant containing white goods so that their contents will not be spilled. If not already sealed, units will be bound to prevent spillage by securing tape, ratchet straps, rope, or similar materials to minimize the spilling of contents. Units will be picked up using ½ to 1-ton pickup trucks or van trucks with installed lift gates or ramps. Units will be loaded onto these trucks with the aid

of appliance dollies. Units will be securely strapped into place to prevent spillage and hauled to a facility designated by the City.

Management and processing of white goods will also be dependent on the category. For non-refrigerant white goods, this material will be segregated into the recyclable metals pile. White goods categorized as containing refrigerant will have the refrigerant evacuated per EPA regulatory requirements for Freon reclamation, prior to being segregated into the recyclable metal pile. Refrigerant containing white goods that are dirty will be cleaned prior to the evacuation. These metals will then be compacted into bales and transported to the nearest recycling facility as long as the recyclable market remains positive.

AshBritt attained a licensed technician to remove 5,000 units of Freon during our Hurricane Sandy mission.

- **Freon – Reclamation Process**

The entire Freon recovery/reclamation process is governed by EPA Regulations set forth in Title VI of the Clean Air Act for reclamation devices manufactured after November 15, 1993.

- Use Level D PPE.
- Connect and operate Freon Reclamation Units as prescribed by the manufacturer and according to EPA Regulations.
- Record the Manufacturer, Model Number, and Serial Number of the appliance reclaimed on a running log to be presented upon job completion or upon request. Units received with the Freon already vented will be recorded as such in the above fashion as well.
- Identify the appliance as reclaimed.
- Recovered/Reclaimed Freon will be transferred to an EPA-certified refrigerant reclaimer for processing.

- ***Hazardous and Toxic Waste Disposal***

Our *Special Environmental Services Division* can provide temporary containment of any storm-generated hazardous waste. Following Hurricane Wilma, we handled the cleanup of four petroleum discharges caused by debris during the storm. We conducted the following for the project:

- Free Product Recovery
- Contamination Assessment Reports
- Initial Remedial Actions
- Remedial Action Plans
- Contaminated Soil Excavation Removal
- Transportation and Disposals
- Groundwater Monitoring and Site Restoration

John Noble, AshBritt's COO, is an Environmental Engineer with a Master's Degree in *Solid and Hazardous Waste Management*. He may supervise remediation activities conducted by AshBritt and our teaming partners. Furthermore, our equipment operators and field personnel are OSHA certified and have completed the HAZWOPER training. AshBritt will collect, transport and dispose of hazardous and toxic waste in accordance with all applicable federal, state, and local laws, standards and regulations as directed by the City.

- ***Soil Screening***

AshBritt is accustomed to screening various materials in order to reduce the mixing of debris streams. AshBritt is able to remove sand, silt, and other earthen materials from streets, roads, bridges, and other right-of-ways, as applicable. Specially assigned crews and equipment configurations suitable to the task will screen sand, separate and haul-off resultant debris and contaminants, and return clean sand to beaches, sand dunes, berms or other designated places.

In 2012, during our mission response to Hurricane Sandy, AshBritt screened over 200,000 cubic yards of sand. We are well versed in soil screening and can provide this service for the City.

Beach Restoration and Nourishment

AshBritt is able to perform the specialized service of restoring eroded beaches and destroyed sand dunes in the aftermath of a major hurricane. Often, beach sand, natural and man-made sand dunes, seaweed, and other marine materials are blown away or washed up and scattered throughout the affected area. This sand and other material become strewn about and thoroughly commingled with other storm debris, such as wood, glass, concrete, asphalt, stone, clay, metals, and other building and vegetative materials. It is operationally challenging to quickly, efficiently, and economically sort through and segregate this material to recover as much sand as possible to restore and rebuild the eroded coast. Typically, this task is completed by establishing a separate recovery site to which collected sand and debris is trucked. The debris is then processed using a heavy-duty sand screening plant, which is rapidly and efficiently able to process materials from fine sands to varied C&D materials. The debris is screened and stacked according to size, usually via triple splitting. Sand is then hauled and restored back to the beach while other materials are recycled or disposed of as appropriate.



Sand Screening – Hurricane Sandy

- ***Demolition of Structures***

After significant, wide-scale disaster events, demolitions of entire structures are sometimes necessary. Demolitions of structures may be for public or private or commercial properties, and may or may not be part of an established Right-Of-Entry (ROE) program, where federal funding is authorized for private work. Before demolitions take place, a determination must be made that the properties pose a threat to the life, safety and health of the general public. The City, or its assigned agents, will handle ordered demolitions of residential properties and for identifying other public or private properties that may be eligible for demolition under an ROE program. The City will provide AshBritt management with all documentation identifying the sites and all ROE forms and releases prepared by property owners. AshBritt personnel can and will assist the City in assessing and identifying properties that may need to be demolished. Certified and licensed AshBritt crews will assist the City in determining if structures contain Asbestos-Containing Materials (ACM) before any demolition takes place. When determined no asbestos is at a property identified for demolition, the site will be considered as a Construction & Demolition (C&D) demo site. When Regulated Asbestos-Containing Material (RACM) is found on-site, AshBritt crews will follow all local, state and federal guidelines for RACM demolitions. Regardless the scope, RACM or Non-RACM demo, AshBritt is highly experienced in both residential and commercial demolition with and without asbestos and has been a member of the *National Association of Demolition Contractors* since 1996.

Of the over 29,000 Right-Of-Entry's we completed in Mississippi for our Hurricane Katrina mission, over 3,000 entailed demolition work for RACM and Non-RACM properties.

- ***Asbestos-Related Demolitions***

Buildings, facilities, and residential structures are damaged, though still standing, as the result of catastrophic, wide-scale disasters, such as hurricanes, may be rendered unsound and in imminent danger of collapse. These buildings and structures may be deemed by local and state officials to pose an immediate threat to the life, health, and safety of persons and the environment. As an emergency measure, officials may authorize the demolition of these structures. These buildings, facilities and residential structures (aka "installations") may contain asbestos-containing materials (ACM), both regulated (RACM) and non-regulated (Non-RACM). In most cases, demolition or renovation of these installations and the handling of potential ACM are governed by the federal asbestos National Emission Standards for Hazardous Air Pollutants (NESHAP).

Federal asbestos regulations are contained in 40 CFR Part 61, Sec. 61.140 through 61.160. Additionally, employers of workers who handle ACM are regulated by OSHA asbestos guidelines, as listed in 29 CFR Parts 1910.1001 and 1926.1101. Everyday language guidance on federal regulations concerning demolition and disposal of structures that contain asbestos are found in the EPA's *Guide to the Asbestos NESHAP*. Designated AshBritt personnel are conversant with and consult this guide. AshBritt, by reference, adopts, incorporates and complies with all EPA and OSHA standards and rules in regards to the demolition of installations. Moreover, we will fully comply with Florida Statutes (Ch. 469 – Asbestos Abatement), Florida Department of Environmental Protection codes (Ch. 62-204, 62-257 F.A.C.), other state codes, and any local Administrative Orders regarding asbestos abatement and handling. For disaster demolition and renovation activities of installations, the primary goal of the above standards and regulations, from federal to local, is the prevention of the release of significant amounts of asbestos fibers into the air where they may be breathed by persons. Human exposure to asbestos fibers in the outside air presents a major risk to human health. Therefore, AshBritt will carefully follow the rules and requirements of asbestos NESHAP and other promulgated regulations, while exercising best practices during all phases of demolition, debris removal, transport and disposal of ACM for the particular project at hand. This includes the employment of Florida Licensed Asbestos Subcontractor(s) and Personnel.

- ***Demolition Procedures Outline***

AshBritt personnel and crews will maintain demolition work sites to appropriate local, state and federal use standards, safety standards, and regulatory requirements. All demolition debris and materials will be removed, hauled, and disposed of according to applicable federal, state, and local requirements. Moreover, AshBritt will

comply with all federal, state and local requirements related to structure demolition and removal, including, but not limited to, requirements of the OSHA, EPA, FDEP, and FDBR. These requirements will include best demolition practices.

All personnel and crews directly involved in asbestos-related demolitions will be properly certified and licensed by the State of Florida to handle RACM.

Following are the basic steps and considerations for demolition procedures:

- Survey and identification of properties for demolition (City/AshBritt)
- Establishment of Right-of-Entry (ROE) program, as applicable (City)
- Pre-inspect properties and sample debris for ACM (AshBritt)
- Notifications to FDEP, in compliance with state regulation and federal asbestos NESHAP (AshBritt/City)
- No Asbestos: Treated as C&D demo (all debris)
- Yes Asbestos: Treated as RACM demo (asbestos debris)
- Unable to Sample: Treated as RACM demo (all debris)
- Unable to Segregate: Treated as RACM demo (all debris)

C&D Demos:

- Administer documentation
- Coordinate utility disconnects (i.e., water, sewer, gas, power, telephone)
- Maintain personnel and bystander safety (i.e., PPE and site barriers)
- Removal/segregation of household hazardous waste, white goods, E-waste, tires, etc.
- Control of dust emissions (wetting debris)
- Load, cover, transport debris to approved landfill and site cleanup

RACM Demos:

- Administer documentation
- Coordinate utility disconnects (i.e., water, sewer, gas, power, telephone)
- Maintain personnel and bystander safety (i.e., PPE, site barriers, containment areas)
- Proper barrier fencing, tape, warning signage, and labels
- Only licensed and accredited workers allowed in RACM containment areas
- Removal/segregation of household hazardous waste, white goods, E-waste, tires, etc., as applicable (all debris may be treated as RACM).
- Wetting of structures to control asbestos emissions into air
- Best demolition practices (minimize excessive breaking of debris)
- Removal, loading and bagging/wrapping of RACM
- Labeling, transport and disposal of RACM at certified and approved landfill
- Manual cleaning of RACM demo site
- Debris type classification handling and procedures

Friable and Nonfriable Cat II ACM:

- Wet removal
- Containerize in plastic bags or “burrito wrap.”
- Labeled bags
- Asbestos warning
- Generator name & address
- Active landfill with asbestos area
- Trench & Covered daily

Nonfriable Cat I ACM:

- Wet removal
- Containerize in plastic bags or “burrito wrap.”
- Labeled bags
- Asbestos warning
- Generator name & address
- Removal intact to C&D (or active landfill)

■ Documentation Management

Proper and efficient documentation and invoicing of recovery activities are vital to successful recovery missions and the attendant reimbursement process. The documentation is used and the system through which it is compiled and tracked is an integral and essential part of the recovery process. For instance, the debris Load Ticket may be used to record critical information about all loads of debris collected from public rights-of-way. It is then transported to designated disposal sites, or transported from the debris management site to final disposal sites. Load tickets capture the fifteen (15) key data points, amongst other critical project data, described in **FEMA-325 Debris Management Guide**.

Load tickets are the currency of disaster recovery operations, as they allow all recovery participants to document billable activities accurately during the project.

More importantly, tickets are one of the many different forms of the necessary documentation to receive maximum reimbursement. Load tickets are administered and completed by a City representative or monitoring personnel to maintain the integrity of the process and follow recommended FEMA guidance.

If manual tickets are utilized, the City may choose to use AshBritt's comprehensive Truck Measurement Record. This critical form documents all the vital information regarding all haulers used in the course of a debris mission; it is a primary information and tracking document that serves as the foundation for all load tracking. In addition to documenting the critical hauler information, it is used as a first-tier safety certification document. By requiring both an AshBritt representative signature and a City representative's signature, the validity of all data is supported. When a truck is certified, the pre-defined Truck Measurement Record number, as well as the measured load hauling capacity is transcribed onto a vinyl placard affixed to the driver's side of the hauling vehicle (or both sides, as applicable). Truck Measurement Records are multi-part forms that are distributed to the City and their designated monitoring contractor. The truck driver secures a copy and AshBritt collects and scans all truck records daily. The data is transcribed electronically into our Disaster Information Management System (DIMS) and compiled into electronic log books (for rapid batch downloading). The hard copies are also maintained sequentially in log books. Hard copies are also duplicated and kept in a separate log and location as a backup. Each vehicle that is certified is also recorded manually on daily master logs; each truck record is assigned a unique identification number.

- **The Data Capture Process for Debris Operations**

As debris is loaded at right-of-way collection points, monitors record all salient information onto load tickets. The information includes the location, truck number, load-hauling capacity (to match the affixed truck placard identification number), debris type, as well as other relevant information. Load quantities will be verified and "scored" or "called" by tower monitors at debris management sites or final destination sites.

Once the official call is transcribed onto the "open" load ticket, and a validation signature is executed by the tower monitoring individual, carbon copies of the ticket are distributed as follows: one copy to the truck driver, two copies to the monitoring firm, and one copy for an AshBritt representative. The monitoring firm will provide one of its copies to the City. Multiple part tickets ensure that any loss of copies of tickets can be easily validated and that backups can be supplied.

"The load ticket provides the most comprehensive information and a paper trail for FEMA Public Assistance Program reimbursement" - FEMA P-327 Monitoring Guide.

All recorded load tickets are immediately scanned at our established data processing center and placed in the queue to get uploaded into our data management system. Before scanning, tickets are manually quality checked and batched together by tasking entity and work class (i.e., City, ROW, Stump, Outhaul, etc.). Before ticket data is entered into our system it is quality checked again, so should a ticket stray into an improper batch it can be

bounced electronically into a quality control “indicator/hold” bin. From there our Data Manager or Data Quality Control staff can route it to the proper location. Data is then quality checked a third time (or more), as each of our subcontractor invoices are reconciled and approved through our data management system. Each billed ticket, by category, is matched and checked against the data input into our system. System rules or controls are put in place to ensure load tickets are not duplicated or otherwise tainted within our system. The process of scanning paper tickets and entering them in the system is eliminated when an ADMS system is utilized.

Variance reports are generated, and corrections are made on either side to ensure proper data entry and subsequent payments. Furthermore, to assist our subcontractors we supply them with paper or electronic invoices that correspond to our system. This process significantly streamlines our subcontractor invoice approval and payment process, and, in turn greatly increases the accuracy and speed of our reconciliation and billing processes for the City. All other forms used by AshBritt during the recovery process are in accordance with current FEMA requirements under auspices of the Public Assistance Program.

- ***Automated Debris Management System (ADMS)***

ADMS is a technology that eliminates the need for paper-based tickets during the disaster recovery mission. The ADMS systems operate using a mobile device such as a smartphone, personal digital assistant (PDA) or other portable hardware. Field Monitors capture pertinent information with the devices including GPS location, date/time, and equipment number and store it on the mobile device. Current systems utilize bar code technology, QR code or smart cards to collect pertinent data. Devices are capable of recording date, time, and location and some also have digital cameras for photo documentation. This functionality reduces data entry errors and allows for near real-time data review of operations. Discrepancies are significantly reduced resulting in cost savings and efficiencies. In the event an ADMS system is utilized, all data will be recorded electronically. ADMS systems improve production assessments and are a beneficial tool for developing public information messages.

AshBritt has experience working with multiple ADMS's including those from 3rd party monitoring firms like Arcadis (HaulPass), Tetra-Tech (RECOVERYTRAC) and Thompson Engineering (Thompson Data Management Suite).

- ***Reporting and Billing Overview***

With AshBritt's extensive experience and advanced Disaster Information Management System (DIMS), we can ensure streamlined and accurate reporting and invoicing which adheres strictly to established FEMA and FHWA guidelines. We can accommodate any frequency of billing cycles that are preceded by pre-invoice data reconciliations. This encompasses both unit and hourly rate services. Our streamlined process, which has been field tested over many years, has become our standard operating procedure and is now conducted for all invoice submittals.

As we separately track recovery service data through DIMS and other field reporting, all costs we invoice are segregated accordingly and clearly delineated on all invoices. All other salient information is clearly identified on invoices, and applicable backup is attached in a clear and concise fashion. This procedure increases both invoice clarity and accuracy. Our procedures significantly expedite client processing, audits and grant reimbursements.

Given the flexibility afforded us by our real-time data processing and analysis, we are also open to any process suggestions by our clients. Our processes are extremely adaptable and flexible so that we can accommodate any specific billing procedures or systems. For the City, payment for work completed will be invoiced on a 30-day period. Invoices will be based on verified quantities from the daily operational reports. All applicable backup for all invoices will be included for ease of review and to facilitate timely reimbursement. Hourly Equipment Logs and Time Sheets are used during the emergency roadway clearing phase (emergency push). These are multi-part forms that are distributed to applicable parties. In addition to completed Truck Measurement Records and Load Tickets that are scanned and stored in our database, manual truck measurements are organized in binders for backup purposes. Moreover, Quality Control Representative (QCR) Deficiency Reports and other safety reports

and logs are kept. All reports are collected and compiled by field supervisors and managers. They route them daily to our central processing office, where our Operations Manager reviews as necessary. Ultimately, a process is established to collect all the documentation needed to validate the location, time, type, length, and quantity of services conducted.

Per any the City of Port Orange guidance and instruction, AshBritt will submit all project invoices and applicable backup and supporting documentation as required for validation. AshBritt will include as a backup for all billing periods hard copies of all the data in an Excel spreadsheet format and electronic files of the Excel spreadsheet in an acceptable format to the City. AshBritt recognizes that payments will not be made based off incorrect invoices; however, if our pre-invoice data reconciliation process is followed, all invoices should be fast-tracked for approval and payment. If a submitted invoice is erroneous, AshBritt will correct all errors and submit a revised invoice for payment. AshBritt will not bill for any debris collected in areas located outside of the assigned debris control zone, nor will we bill duplicate tickets. Our backup data and Excel spreadsheet will include, at a minimum and as applicable, the following for each load collected:

- Date of Load
- Time of Load
- Street Name and Area
- Debris Hauler Name (Subcontractor)
- Truck Number (Certs, as necessary)
- Certified Truck Capacity in cubic yards (Certs and Truck Record logs, as necessary)
- Net Cubic Yardage of debris disposed of (if applicable)
- Ticket Number
- Landfill Disposal Ticket Number (if applicable)
- Landfill Disposal Weight (if applicable)
- Destination of Material

Hard copies of the backup data spreadsheets accompanying all invoices will contain data and information pertaining only to the submitted applicable invoice. The spreadsheet included with each invoice summarizes all data and information from the project being billed during that period. The backup data will depict information from the field monitor documentation pertaining only to the invoice being submitted. All invoices will be submitted with a detailed tabular report listing all individual load tickets. The report will meet the City's requirements for invoicing and be approved prior to the invoicing process. AshBritt will submit a report to the City Debris Manager by close of business each day for the term of the work and contract. AshBritt will comply with Record Retention and Access (2 C.F.R. 200.333-337) regulations and will maintain records for a minimum of seven years.

- ***DIMS Flexibility and Capacity Overview***

AshBritt has provided an overview of our Disaster Information Management System (DIMS) below.

DIMS tracks all project documentation:

- Proprietary web-based database system
- Modular, flexible, & expandable
- Field tested and superior to other alternatives.

DIMS can accommodate any format of load ticket and truck certification record (and other forms). All load tickets, truck certifications and project logs/reports are scanned and uploaded into DIMS. DIMS can easily accommodate millions of project records.

Note: AshBritt processed and managed over 1 million project transactions and documents for our Hurricane Katrina debris mission alone. Hundreds of thousands of other records were simultaneously tracked for our clients during our recovery projects throughout projects all over the U.S.

DIMS: Load Tracking Flexibility

AshBritt
Environmental

► All load tickets scanned and tracked separately for each project.

There When You Need Us.

DIMS: Load Tracking Flexibility

AshBritt
Environmental

► DIMS can accommodate our horizontal load ticket or any other load ticket format (including vertical tickets).

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Ticket Ticket Number: 063826 Contract Owner: Longmeadow MA Recovery Hauling Company: County Waste Date: Are you sure this is the correct date? 01/09/2012 FEMA Ineligible? ☐		DEBRIS CLASSIFICATION Collection ☐ Burnable ☐ Non-Burnable ☐ Mixed ☐ Other ☐ Demo - Suspect ☐ Demo - ACM ☐ Concrete ☐ Sand ☐ E Waste ☐ HH-W	
DEBRIS QUANTITY Reference Number: Truck No.: 29087 Capacity: 33 Load Estimate(%): 90 Tons: 3 Net CYD: 53.10 Truck Driver Name: Terry Summerson Sr.		LOCATION Street Address: Load Origin: Inverness Lane Section/Area: E Dumpsite: Wolf Swamp DMS Loading: 10:30 Time: 10:30 Inspector: Jo Sams Dumping: 10:42 Time: 10:42 Inspector: Ronnie Simmons Comments:	



► DIMS can be customized to include any data input field for the State and jurisdictions.

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AshBritt Environmental DIMS INFORMATION MANAGEMENT SYSTEM Hauling Search Stump/PO Search GAGC Search Payables Search Ticket Detail All Items	
LOAD TICKET Ticket Number: K278E99 Contract Owner: Forrest Recovery Hauling Company: Woods Landscaping, LLC Date: Are you sure this is the correct date? 01/14/2006 FEMA Ineligible? ☐	
DEBRIS QUANTITY Reference Number: Truck No.: 09268 Capacity: 84 Load Estimate(%): Other 88.25 Tons: 0 Net CYD: 75.00 Truck Driver Name: Ed Spiers	
DEBRIS CLASSIFICATION Collection ☐ Burnable ☐ Non-Burnable ☐ Mixed ☐ Other ☐ Demo - Suspect ☐ Demo - ACM ☐ Concrete ☐ Sand ☐ E Waste ☐ HH-W	
LOCATION Section/Area: FC Dumpsite: HB1 (Hattiesburg) Loading: 15:30 Time: 15:30 Inspector: Nisha Richmond Dumping: 15:45 Time: 15:45 Inspector: J. Demaris Comments:	



► DIMS was easily modified to integrate USACE load tickets; over 700,000 were tracked.

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DIMS: Load Tracking Flexibility

AshBritt Environmental DEBRIS INFORMATION MANAGEMENT SYSTEM

Hauling Search Stump/WG Search QA/QC Search Payables Search Ticket Detail Matt Melillo

Load Ticket Search

Ticket Number

To Ticket Number

Ticket Date

Projects

Sub-Projects

Subcontractors

Trucks

Material

Search Tickets

Add Tickets

DIMS can accommodate unlimited load tickets and truck certifications.

Tickets can be searched by:

- ▶ Number
- ▶ Range of Numbers
- ▶ Date
- ▶ Project/Sub-Project
- ▶ Subcontractor
- ▶ Truck No.
- ▶ Material



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DIMS: Load Tracking Flexibility

AshBritt Environmental DEBRIS INFORMATION MANAGEMENT SYSTEM

Hauling Search Unit Ticket Stump/WG QA/QC Payables Ticket Detail Matt Glerdon

Ticket #	Truck #	Subcontractor	Ticket Date	Destination	Sec/Area	Load %	CYD	Tons	Payable Status
4037060	700457	DTAK	03/08/2014	Fairgrounds DMS	0-15 Miles	65.00	49.4	0	Pending
4037061	700458	DTAK	03/08/2014	Fairgrounds DMS	0-15 Miles	60.00	46.8	0	Pending
4037062	700457	DTAK	03/08/2014	Fairgrounds DMS	0-15 Miles	75.00	57.0	0	Pending
4037063	700458	DTAK	03/08/2014	Fairgrounds DMS	0-15 Miles	75.00	58.5	0	Pending
4037670	700174	DTAK	02/28/2014	Fairgrounds DMS	0-15 Miles	85.00	65.5	0	Pending
4037671	700175	DTAK	02/28/2014	Fairgrounds DMS	0-15 Miles	80.00	55.2	0	Pending
4037672	700175	DTAK	02/28/2014	Fairgrounds DMS	0-15 Miles	75.00	51.8	0	Pending
4037673	700174	DTAK	02/28/2014	Fairgrounds DMS	0-15 Miles	80.00	61.6	0	Pending
4037674	700174	DTAK	02/28/2014	Fairgrounds DMS	0-15 Miles	75.00	57.8	0	Pending
4037675	700175	DTAK	02/28/2014	Fairgrounds DMS	0-15 Miles	80.00	55.2	0	Pending
4037676	700175	DTAK	02/28/2014	Fairgrounds DMS	0-15 Miles	65.00	44.9	0	Pending
4037677	700174	DTAK	02/28/2014	Fairgrounds DMS	0-15 Miles	60.00	46.2	0	Pending
4037678	700175	DTAK	03/01/2014	Fairgrounds DMS	0-15 Miles	80.00	55.2	0	Pending
4037679	700174	DTAK	03/01/2014	Fairgrounds DMS	0-15 Miles	65.00	50.1	0	Pending
4040980	700174	DTAK	03/01/2014	Fairgrounds DMS	0-15 Miles	80.00	61.6	0	Pending
4040981	700175	DTAK	03/01/2014	Fairgrounds DMS	0-15 Miles	70.00	48.3	0	Pending
4040982	700174	DTAK	03/01/2014	Fairgrounds DMS	0-15 Miles	65.00	50.1	0	Pending
4040983	700175	DTAK	03/01/2014	Fairgrounds DMS	0-15 Miles	60.00	41.4	0	Pending
4040984	700174	DTAK	03/01/2014	Fairgrounds DMS	0-15 Miles	50.00	38.5	0	Pending
4040985	700175	DTAK	03/01/2014	Fairgrounds DMS	0-15 Miles	50.00	34.5	0	Pending
4040986	700174	DTAK	03/02/2014	Fairgrounds DMS	0-15 Miles	65.00	50.1	0	Pending
4040987	700175	DTAK	03/02/2014	Fairgrounds DMS	0-15 Miles	60.00	41.4	0	Pending
4040988	700174	DTAK	03/02/2014	Fairgrounds DMS	0-15 Miles	70.00	53.9	0	Pending
4040989	700175	DTAK	03/02/2014	Fairgrounds DMS	0-15 Miles	65.00	44.9	0	Pending
4041720	700455	DTAK	02/28/2014	Fairgrounds DMS	0-15 Miles	70.00	51.1	0	Pending
4041721	700456	DTAK	02/28/2014	Fairgrounds DMS	0-15 Miles	65.00	50.7	0	Pending
4041722	700455	DTAK	03/01/2014	Fairgrounds DMS	0-15 Miles	75.00	54.8	0	Pending
4041723	700456	DTAK	03/01/2014	Fairgrounds DMS	0-15 Miles	70.00	54.8	0	Pending
4041724	700455	DTAK	03/01/2014	Fairgrounds DMS	0-15 Miles	75.00	54.8	0	Pending



▶ DIMS hauling search results. Ticket detail is obtained by hyperlinks. All data is exportable.

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DIMS: Load Tracking Flexibility

AshBritt Environmental DEBRIS INFORMATION MANAGEMENT SYSTEM

Truck List | **Truck Detail** | Matt Melillo

Critical Truck Information

*Number	0025
*Operating Company	BullDitt Hauling & Landscaping Truck has been invoiced
License/State	MFR-59X FL
Driver's Name	Dana Reid
AshBritt Certification	X
Monitor Certification 1	X
Monitor Certification 2	X

Save Delete

Sub-Projects | **Measures** | Comments | Audit History | Full Detail | Tickets

Measure Date	CY Capacity	Measured By	Location	Govern. Rep
7/13/2005	44	Sharif Kharuf	Jones Park	Adam Jameson

Add



► DIMS integrates with any truck certification and placard. Digital photos can be easily uploaded.

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DIMS: Load Tracking Flexibility

R. W. Beck Truck Certification Form 1 of 2

Critical Certification Information

Assigned Truck Number: ESCD 0025
 Prime Contractor: AshBritt
 Sub Contractor: BullDitt
 License Plate Number: FL MFR 59X
 Driver's Name: Dana Reid
 Date: 7/13/05
 Time: 3:15
 Certification Location: Jones Field 4 mile
 Measure by: Sharif Kharuf 0007
 Calculated by: George Nevils 02416

Primary Box Dimensions (1)	Secondary Box Dimensions (2)	Additional Dimensions
Length: <u>50</u> Width: <u>23.1</u> Height: <u>7.9</u> Sub-Total: <u>912.5</u>	Length: <u>2.1</u> Width: <u>17.2</u> Height: <u>2.1</u> Sub-Total: <u>285.3</u>	Length: <u>1.0</u> Width: <u>1.9</u> Height: <u>1.0</u> Sub-Total: <u>9.5</u>

Applicant Rep. (sign): [Signature]
 Applicant Rep. (print): Adam Jameson
 Contractor Rep. (sign): [Signature]
 Contractor Rep. (print): Dana Reid

Sub-Total Primary (1): 912.5
 Sub-Total Secondary (2): 285.3
 Sub-Total Additional (3): 9.5
 Sub-Total Additional Attached if necessary (4): 0
 Total Certified Cubic Feet: 1207.3
 Divide by 27 (cubic yard conversion): 44



► Example non-AshBritt Truck Certification Form integrated into DIMS.

There When You Need Us.

- ***Documenting and resolving damages***

The health and safety of all persons and the protection of property and infrastructure, both public and private, is of paramount importance to AshBritt and its forces during a recovery mission. Safety and protection of property hinges on a strong safety and quality control plan, which pervades all tasks and operations during the recovery. AshBritt, through years of recovery experience, recognizes that even under the ideal conditions and when conforming to the highest safety and quality control standards, incidental accidents, and damages are inevitable when removing disaster debris. Generally, disaster sites are fraught with hazards, obstacles, and unpredictable and unanticipated environments. Accordingly, through our Quality Control Plan, AshBritt employs a systematic and expeditious process to address project deficiencies. Deficiencies encompass reported private property damage, public property and infrastructure damage, citizen complaints, hazard reports (i.e., debris pile obstructions, overhanging debris in trucks, etc.), accidents, and safety violations. Our QC/Compliance Manager (QCM), supported by our QC Field Supervisors, administers and enforces this program. AshBritt will establish a 24-hour hotline to field citizen reports of damages, other complaints, and general inquiries. The QCM will oversee all deficiencies and inquiries and their resolution where applicable. The hotline number and program will be announced to citizens via public service announcements (PSA) and flyers. Hotline information will also be published on our web site, and it will be clearly disseminated via City representatives to concerned citizens.

- ***General Process for Hotline/Deficiencies:***

Upon receiving calls from citizens, a report log will be maintained documenting the nature of all calls. These data, when some applicable action needs to be carried out, are then logged into a module of our Debris Information Management System (DIMS) so they can be assigned to one of our QC personnel who will oversee its "completion". For instance, if an urgent hazardous debris pile is called in by a resident, the report will be relayed to our QC Manager who will log the call into DIMS (pending), while assigning and notifying the area QC of the issue. Upon investigation, the QC may dispatch our "hot spot" crew or re-route a nearby crew to address the pile. Once complete, the QC will either close the report out in DIMS (complete) or report it to manager to do. This basic procedure would apply to deficiencies or damages as well, with the area QA/QC interfacing and coordinating with the resident as necessary (i.e., monetary settlement, repairs, and corresponding releases).

- ***General Program and Process for Response & Resolution:***

AshBritt will assign a QC/Compliance Manager to oversee project deficiencies and damages. As stated, we will establish a 24-hour damage/complaint hotline and disseminate contact information through PSA and other communications. The hotline will be manned by the QC Manager or other QC personnel. We will assign field QCs to cover specific zones of the operation; they will be responsible for deficiency response and resolution within their zone, including communication with citizens and coordination of subcontractor repairs, handy-man, or other resolution. Subcontractors will be instructed and reminded regularly to conduct operations safely within the prescribed work rules and to prevent or minimize subsequent damages. They will be instructed and expected to mitigate and repair immediately any damages that are caused; if they have the capability to do so. Regardless, all damages will be reported to the zone QC supervisor for proper tracking and reporting. AshBritt is committed to same day investigation and response, with a maximum 24 hour response goal (i.e., communication in person or otherwise with property owners, representatives, or other involved parties—direct communication is preferred, but if party is not available an official letter and report will be left with description of issue and contact information). Depending on the issue, a comprehensive investigation, accompanied by thorough field reporting and photo documentation will be conducted. This is done in some cases to ensure the damage was caused by work crews, as residents have in the past made false claims of damage culpability to gain some benefit. QC supervisors will maintain detailed daily reports and logs, and all damage and deficiency reports will be posted in DIMS for tracking, follow-up, and later audit purposes. Our common practice is to hire a local handy-man for small repair jobs (i.e., mailboxes, fences, driveway repairs, painting, etc.) and local vendors for more specialized and larger repairs (i.e., plumbing, concrete and landscaping). As necessary, our personnel maintain contact and perform diligent follow-through with claimants and client representatives. Periodic status reports will be given to the City so to update them on pending and resolved claims, including detailed documentation on settlements. Most small damages will be repaired at the time of the incident or same day, based on past experience.

For larger damages, upon concurrence with claimant, we may need up to 30 days to complete the repair. Often monetary settlements are used for damage claims. This is an expedited manner to remunerate for damages caused. For either in-kind or monetary settlements, a signature is acquired from the claimant acknowledging the settlement or repair and indemnifying AshBritt and the client from further claims. All documentation is scanned and digitally stored in DIMS for audit purposes. We keep these records for a minimum of seven years.

- ***DIMS Deficiency and Problem/Task Tracking***

AshBritt will assign a Quality Control Manager (QCM) to oversee and manage our Quality Control Representative(s) (QCR) in the field. That manager will establish a 24 Hr. Damage/Complaint Hotline. The QCM will assign QCRs in the field as needed to proportionally oversee the number of crews that are working at that time. The QCM will also conduct a subcontractor orientation to relay best practices and standard operating procedures for our Quality Control Plan. AshBritt has a same day investigation/response goal. At a maximum, AshBritt has a 24-hour response protocol to complaints and damage reports. AshBritt's QCRs and our QCM will conduct a comprehensive investigation and field report for documentation purposes. They will include any instances in the daily report logs and our damage report tracking within our DIMS.

AshBritt will employ local handyman or small businesses for proportionally small jobs and local vendors for specialized repairs (i.e., Plumbing, Concrete, Landscaping).

DIMS: Damage/Deficiency Tracking



► *DIMS allows for efficient tracking and follow-through of damage claims.*

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DIMS: Damage/Deficiency Tracking

AshBritt Environmental
DEBRIS INFORMATION MANAGEMENT SYSTEM

Search or Add Detail Matt Melillo

Deficiency #	Category	Assigned To	Homeowner Address	Reported Date	Status	Days Open
29	ROW Damage	Wayne	8038 CHARTER OAKS DR	07/29/2005	Completed	4
36	ROW Damage	Wayne	3512 NOBLES ST	06/01/2005	Completed	39
55	ROW Damage	Not Assigned	3044 E KINGSFIELD RD	05/13/2005	Completed	1
47	ROW Damage	Wayne	1973 WOODERIDGE DR	06/17/2005	Completed	24
1	ROW Damage	Wayne	8143 Unknown	07/20/2005	Completed	1
5	ROW Damage	Wayne	8241 SHARKHEAD CIR	07/23/2005	Completed	1
16	ROW Damage	Wayne	5110 HONEYSUCKLE LN	07/18/2005	Completed	31
6	ROW Damage	Mike Noble	2130 CHANCE RD	07/20/2005	Completed	4
19	ROW Damage	Mike Noble	n/a PENSACOLA BLVD	07/26/2005	Completed	23
17	ROW Damage	Matt Melillo	1811 KNIGHT CIR	07/20/2005	Denied	29
24	ROW Damage	Matt Melillo	2430 BROOKPARK RD	07/27/2005	Completed	16
4	ROW Damage	Matt Melillo	220 TYLER LN	07/22/2005	Completed	1
11	ROW Damage	Matt Melillo	6820 FOLCH ST	07/20/2005	Completed	23
23	ROW Damage	Matt Melillo	6000 SCHAAG RD	07/27/2005	Completed	16
10	ROW Damage	Mike Noble	213 MADRID RD	07/23/2005	Completed	26
18	ROW Damage	Wayne	8320 COUNTRY WALK DR	07/20/2005	Completed	20
21	ROW Damage	Not Assigned	n/a PINE FOREST RD	07/26/2005	Denied	23
2	ROW Damage	Wayne	9915 NORIEGA DR	07/21/2005	Completed	7
12	ROW Damage	Wayne	3471 RIVER GARDENS CIR	07/23/2005	Completed	26
15	ROW Damage	Wayne	9915 NORIEGA DR	07/20/2005	Completed	4



► DIMS allows for efficient tracking and follow-through of damage claims.

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DIMS: Damage/Deficiency Tracking

Deficiency Information

Deficiency Number	Status	Date
26	Reported	7/28/2005 5:32:00 PM
	Active	
	Pending	
	Denied	
	Complete	8/12/2005 1:43:00 PM

*Deficiency Description: Truck #103 backed into mailbox and cracked it all the way around. Homeowner said they took and tried to push it around.

Homeowner Details

First Name	Last Name	*Address	*Phone	Email
(26) Bill	Ivey	710	850 712 3816	N/A

Responsible Party

*Hauling Company	Truck	Cost
Patrick Michel	19285	\$68.00

Corrective Details

Assigned To	Corrective Action
Mike Noble	Talked with Patrick Michel. Subcontractor to repair. He will pick up a release form and fix the mail box himself.



► The QA/QC Manager tracks and monitors all reported claims to ensure expeditious follow-up.

There When You Need Us.

Quality Control Representatives will obtain unconditional releases for all settled damage claims.

AshBritt
 Environmental

DEBRIS INFORMATION MANAGEMENT SYSTEM

Project List
Project Detail
Sub-Project Detail

Hurricane Dennis > Escambia County - Escambia Recovery

Sub-Project Details

Primary Subs

Secondary Subs

Trucks

Deficiencies

Payables

Receivables

Services & Geographies

Rules Engine

Name	Contact	Phone	Email	Trucks	Services	Deficiencies	Deficiency
A.D.D. Consulting	Art Dinkle	(251) 863-0549		7	4	0	
Albert Rudd Equipment Services, Inc.	Albert Rudd	(850) 698-3269		12	2	2	
AshBritt, Inc.	Randy Perkins	(904) 543-3535		5	6	4	
Baker Timber Products	Bob Baker	(904) 348-8338		2	2	0	
BulDit Hauling & Landscaping	Seeth Dity	(352) 427-7324		7	2	4	
Casco, Inc.	Jose Bonnie	(352) 688-8113		5	2	2	
Casperon Trucking, Inc.	Jeff Casperon	(765) 776-2213		3	2	0	
Christopher Contracting, LLC	Tom Christopher	(516) 628-5663		10	4	3	
Conrad Enterprises, Inc.	Tom Conrad	(352) 265-5688		7	2	3	
County Waste, Inc.	Bill Johnson	(239) 481-3400		5	4	7	
D & J Enterprises	Jimmy Starr	(334) 821-1249		3	2	0	
David Casperon	David/Jeff Casperon	(765) 776-6166		2	1	0	
Debris & Roll-off Services, Inc. (DRS)	Ron Ramond	(407) 760-7640		2	2	0	
DJ Roll & Store Service, Inc.	James Rodkins	(863) 660-9607		2	2	0	
Donado Services, Inc.	Fred Neils	(407) 688-0602		0	4	1	
Dupre's Tree Service	Paul/Jimmy Dupre	(337) 365-0905		0	1	0	
Eastman Aggregates, Inc.	Bernie Eastman	(561) 969-7147		0	2	0	
Gatewood Construction	Giles Wilcox	(512) 801-7933		10	2	2	
GFD Construction, Inc.	Tony Green	(552) 693-3862		0	2	0	
Hedge Hunter Tree Service, Inc.	Pat Smith	(321) 863-7673		2	3	0	
Henrichsen Trucking				2	2	0	
IES, Inc.	Lou Christensen	(954) 543-3685		2	3	0	
Janett Trucking, Inc.	Johanna Janett	(561) 719-0302		1	2	0	
Joker Fill Dirt & Landfill, LLC	Brandy	(850) 983-6775		0	1	0	
Kelly Henry	Kelly Henry	(765) 776-2143		2	1	1	
Mobile Trucking, Inc.	Jacob Madie	(906) 235-3381		8	3	0	
Michael's Tree & Loader Service, LLC	Michael Potts	(901) 629-6009		4	3	0	
Mike's Excavating, Inc.	Mike Carter	(850) 937-4733		0	1	0	
Mobile Forest	John Zuckley	(251) 331-8263		37	1	0	
Mojo Recovery	John Heade	(501) 337-3167		2	2	0	
Neighborhood Recovery Service, Inc.	O Neil	(954) 258-1704		1	2	0	
Ocala Tree Debris Recycling, Inc.	Doug Kinsey	(352) 266-1486		6	4	4	
PATCO Transport, Inc.	Terry Harding	(352) 279-9241		16	2	0	
Patrick Michel	Patrick Michel	(504) 415-6686		4	3	6	
Paul Buryan, Inc.	Molly Grega/UR Enos	(814) 443-2981		12	2	3	
R.M. Trucking Service, Inc.	Rupert Mulgrave	(954) 296-6286		1	2	0	
Rapid Management Co. DIP	Dick Straza	(950) 969-1326		0	1	0	
Rick Simonsen Trucking	Rick Simonsen	(805) 381-4668		2	2	0	
Rio Indo Site Services, Inc.	Hector Luna	(772) 489-2580		4	2	0	
Samuelson Hardwoods, Inc.	Troy Samuelson	(507) 831-5622		3	1	0	
South Texas Landscaping	Rudy De Leon	(210) 825-5607		5	3	0	
Southeast Environmental Services	Jimmy Rodkins	(863) 602-8687		3	1	0	
Southern Oasis Landscape, Inc.	Ray Perez	(352) 936-6661		4	2	0	
Superior Waste & Cleaning	Tony Green Jr	(850) 698-1140		4	2	3	
Thein Recycling Company, L.P.	Jack Milner	(817) 481-6679		0	1	0	
Trinity Transport Systems, Inc.	Nick Hernandez	(786) 261-3326		3	2	0	
TY TAC Corp.	Tyrene Trickett/Holy Ann Duncan	(850) 777-1834		1	2	0	
USA Disaster Recovery, Inc.	Sean Benson	(909) 917-2632		14	3	0	
Total: 48							

Primary and Secondary Subcontractors are determined at the Sub-Project level. You must go to the Subcontractor Module to ADD a new Subcontractor. Services, Deficiencies, and Payables are determined at the Sub-Project level.

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**ASHBRITT INC. RESPONSE TO THE CITY OF PORT ORANGE, FL
RFP #16-22 FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES**

AshBritt Environmental		DEBRIS INFORMATION MANAGEMENT SYSTEM																																		
Sub List		Sub Detail																																		
Hurricane Dennis > Escambia Recovery > Paul Bunyan, Inc.																																				
:: Corporate Details																																				
* Name	Paul Bunyan, Inc.	Collection Class	A																																	
Contact	Molly Grega/JR Enos	Trees/Stumps Class	A																																	
Address	494 Harvest Drive	Marine Class	NR																																	
City, State, Zip	Rockwood PA 15557	Specialty Class	NR																																	
Phone	814 443 2991	Fax	814 926 2011																																	
Primary Sub:		Email																																		
Save																																				
<table border="1"> <thead> <tr> <th>Trucks</th> <th>Services</th> <th>Deficiencies</th> <th>Payables</th> <th>Audit History</th> <th>Comments</th> </tr> </thead> <tbody> <tr> <td colspan="6"> <table border="1"> <thead> <tr> <th>Deficiency #</th> <th>Homeowner Address</th> <th>Reported Date</th> <th>Status</th> <th>Days Open</th> </tr> </thead> <tbody> <tr> <td>43</td> <td>8825 CHISHOLM RD</td> <td>08/09/2005</td> <td>Completed</td> <td>1</td> </tr> <tr> <td>48</td> <td>15 DUKES DR</td> <td>08/17/2005</td> <td>Completed</td> <td>1</td> </tr> </tbody> </table> </td> </tr> <tr> <td colspan="6" style="text-align: center;"> Previous Page 1 of 1 Rows 1 through 2 of 2 Next </td> </tr> </tbody> </table>				Trucks	Services	Deficiencies	Payables	Audit History	Comments	<table border="1"> <thead> <tr> <th>Deficiency #</th> <th>Homeowner Address</th> <th>Reported Date</th> <th>Status</th> <th>Days Open</th> </tr> </thead> <tbody> <tr> <td>43</td> <td>8825 CHISHOLM RD</td> <td>08/09/2005</td> <td>Completed</td> <td>1</td> </tr> <tr> <td>48</td> <td>15 DUKES DR</td> <td>08/17/2005</td> <td>Completed</td> <td>1</td> </tr> </tbody> </table>						Deficiency #	Homeowner Address	Reported Date	Status	Days Open	43	8825 CHISHOLM RD	08/09/2005	Completed	1	48	15 DUKES DR	08/17/2005	Completed	1	Previous Page 1 of 1 Rows 1 through 2 of 2 Next					
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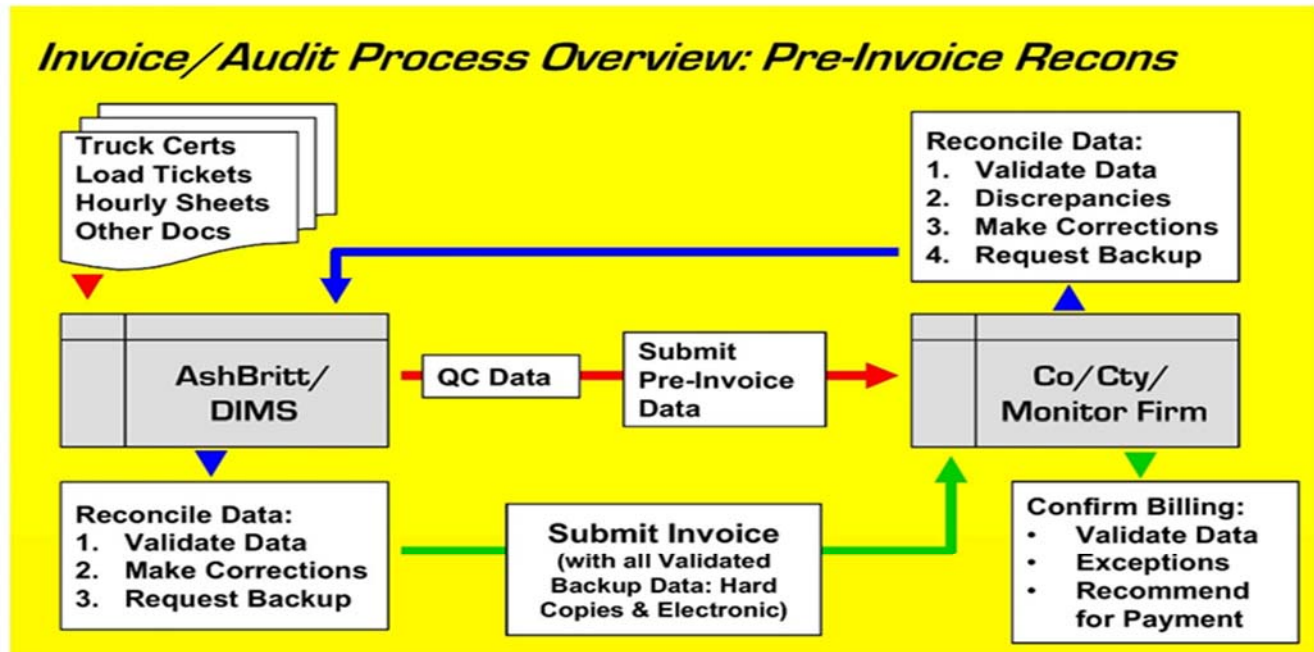
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AshBritt Environmental		DEBRIS INFORMATION MANAGEMENT SYSTEM	
Search or Add		Detail	
Deficiency Information			
Deficiency Number	48	Status	Date
*Status	Reported	Reported	8/17/2005 3:26:00 PM
Reported By	R.W.Beck	Active	
Reported Date	8/17/2005	Pending	
Category	ROW Damage	Denied	
		Complete	8/17/2005 3:27:00 PM
*Deficiency Description	Crew tore up her flower bed during pick up. Wants something done about this.		
Homeowner Details			
First Name	Nana	Last Name	Owen
*Address	15 DUKES DR	*Phone	850 476 4076
Non-Listed Street	☐	Email	
Responsible Party			
*Hauling Company	Paul Bunyan, Inc.		
Truck			
Cost	0		
Corrective Details			
Assigned To	Wayne		
Corrective Action	Jed from Paul Bunyan repaired flower bed.		
Save			

Note: Further information on Documenting and Resolving Damages can be found in our Quality Control Plan.

- **DIMS Invoicing & Audit Process**

AshBritt has provided a simplified overview of our Invoicing, Reporting & Documentation Management process.



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DEBRIS INFORMATION MANAGEMENT SYSTEM

load tickets trucks reports ticket images

Ticket Search Ticket Detail DIMS Training

Load Ticket Search

Ticket Number
Ticket Date
Destination
Section/Area
Load Origin
Search

Search by:

- Ticket Number
- Ticket Date
- Destination
- Collection Zone
- Load Origin (Street Name)

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- Load tickets digitally archived for individual and batch downloads. Hard copies and e-files readily available.



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Ticket Search Ticket Detail DIMS Training

LOAD TICKET

TICKET NUMBER: 599046

CONTRACT OWNER: Collier County

LOADING COMPANY: Spill Tech / Dan Cox

DATE: 2/16/06

DEBRIS QUANTITY

TRUCK NO: 15660 CAPACITY: 22cy

LOAD ESTIMATE %: 90 LONG (SCALED):

TRUCK DRIVER NAME: Dan Cox

WHITE: OWNER COPY GREEN: OWNER COPY YELLOW: ASHBRIIT COPY PINK: HAWLER COPY GOLD: FIELD COPY

DEBRIS CLASSIFICATION

BURNABLE: ☒ YES ☐ NO

NON-BURNABLE: ☐ YES ☐ NO

MIXED: ☐ YES ☐ NO

OTHER: ☐ YES ☐ NO

LOCATION

LOAD ORIGIN (STREET NAME): 47 Train

SECTION/AREA: 47 Train

DUMP SITE: Collier County Landfill

TIME: 2:45

INSPECTOR: Andy Ingram

LOADING: 2:45

DUMPING: 2:45

COMMENTS: 47 Train - 100% Burned

Ticket #	Truck #	Ticket Date	Destination	Section/Area	Load Origin	Capacity	Load Est. %	CY
599046Tra	15660Train	02/16/2006	Collier County LandfillTrain	47Train	JOHNS RDTrain	22	90.00	19.1
599045Tra	15660Train	02/16/2006	Collier County LandfillTrain	47Train	JOHNS RDTrain	22	90.00	19.1
599044Tra	15660Train	02/16/2006	Collier County LandfillTrain	47Train	JOHNS RDTrain	22	90.00	19.1

► Load ticket individual drill-down and copy.



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Report Builder Report Summary DIMS Training

Debris ROW Summary
Tickets As Of: 2/16/2006 Report Printed On: 5/30/2007

Destination	Material	Load Tickets	Cubic Yards	Tons
Collier County Landfill	Burnable	7	130.6	0.00
	Non-Burnable	7	130.6	0.00
Fairgrounds-Collier County	Mixed	281	10,000.0	0.00
	Burnable	5,279	190,000.0	0.00
	Non-Burnable	2	20.0	0.00
		5,571	210,000.0	0.00
Immokalee Airport	Burnable	1,999	82,000.0	0.00
	Non-Burnable	14	350.0	0.00
	Other	8	94.0	0.00
	Mixed	488	11,000.0	0.00
		2,474	74,547.9	0.00
Livingston	Burnable	12,890	399,000.0	0.00
	Mixed	371	9,916.2	0.00
	Other	10	371.6	0.00
	Non-Burnable	7	193.4	0.00
		12,906	410,000.0	0.00
Marathon	Non-Burnable	47	1,320.0	0.00
	Other	8	199.3	0.00
	Burnable	7,381	219,012.0	0.00
	Mixed	1,117	31,000.0	0.00
		8,565	255,000.0	0.00
Marco Racine Center	Other	258	342.0	0.00
		258	342.0	0.00
Naples Racine Center	Other	25	871.7	0.00
		25	871.7	0.00
		29,876	952,544.0	0.00

Export to Excel

► Debris ROW Summary Report.



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Report Builder

STEP 1 : Select A Report

ROW Hauling Site Management & Processing Stumps Removal & Disposal

☒ Debris Site Management Report
☐ Debris Site Management FHWA Report
☐ Debris Site Management Non-FHWA Report

STEP 2 : Select A Period

☒ All to Date
 September 16 2005
 To
 September 30 2005

STEP 3 : Run Report

Run Report

Generate "real time" debris processing reports.

- Site Management & Processing Reports generation.



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load tickets trucks reports ticket images

Report Builder **Report Summary** **GIS Training**

Debris Removal-TDSRS to Disposal Site

Tickets As Of: 10/1/2006 Report Printed On: 5/00/2007

Destination	Material	Load Tickets	Cubic Yards	Tons
Everglades	Mulch	774	51,502.8	137.30
		774	51,502.8	137.30
Gulf Coast Landfill	Mulch	91	8,978.2	2,248.31
	C and D	557	44,178.3	12,754.92
		648	51,156.5	15,001.23
Immokalee Landfill	C and D	12	701.1	0.00
	Mulch	47	3,442.3	0.00
		59	4,143.4	0.00
Mackey Farm	Mulch	97	8,078.1	0.00
		97	6,078.1	0.00
Mingo Farm	Mulch	103	4,352.0	0.00
		103	4,352.0	0.00
Okeechobee	C and D	1	55.5	0.00
		1	55.5	0.00
Okeelanta	Mulch	2,218	219,347.1	87,387.85

- Debris Removal & Disposal Report – Detail, by Material.



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Invoice No. 0504-21

INVOICE

Customer

Name **The City of Oz**
Address **P.O. Box 12345 Florida**
City **Contract Administrator** State **FL** Zip **30000**
Attn:

Date: **9/30/2013**
Job No: **0504**
P.O. No. **PO-123-ABC**
Event: **Mock Hurricane**

Qty	Period	Description	Unit	Unit Price	TOTAL
38200.45	8/14/2005 to 8/20/2005	Collection and Hauling of Rights-of-way Debris on Non-FHWA Roads to TDSRS (0-15 Miles) Contract Line Item: 001-A Please see attached backup for billing validation. EXAMPLE Note: Partial billing -summary of charges for period. Billing is subject to audit and approval by City/County.	CYD	\$10.00 \$	382,004.50
Gross Total: \$					382,004.50

Corporate Info

Federal Tax ID: 65-0364711
Corporate Cert. No.: P92000000600
Qual Bus. License No.: QB26117
GC License No.: CGC060313

5.0% Retainage: \$ (19,100.23)

Net Total Owed: \$ 362,904.28

Please make check payable to:

AshBritt, Inc.
565 East Hillsboro Blvd.
Deerfield Beach, FL 33441
Phone 954 545-3535 Fax 954 545-3585

Terms: Net 30

Previous Deployments and Response Times

AshBritt has never had a response time that exceeded 24 hours. As identified in our *Response Plan Timeline* section in Tab (E), AshBritt has a very rigorous process that we adhere to when responding to disaster events. Please reference Tab (B) *Past Experience Table* for our previous deployments as our response times are noted there for each event since 2010.

Resources Used and Available

One of AshBritt's greatest assets is the full allotment of equipment that we can make available to our clients. Below please find our comprehensive equipment list that has been used on past projects and can be utilized as needed. However, this list is not exhaustive in our full capabilities. For example, during Hurricane Katrina, we used over 12,400 pieces of equipment throughout the duration of our USACE Project Mission.

No.	Truck/Equipment Type	Year	Model	Manuf./ Type	VIN#-S/N-LPN	Availability C=Committed R=Reserved
1	Hydraulic excavator	2008	324DL	Caterpillar	LAB315	C
2	Hydraulic excavator	2008	325CL	Caterpillar	BFE00612	C
3	Hydraulic excavator	2008	330DL	Caterpillar	B6H255	C
4	Track Loader	2007	963C	Caterpillar	BBD02007	C
5	Track Loader	2007	963C	Caterpillar	BBD02518	C
6	Track Loader	2007	953C	Caterpillar	BBX2894	R
7	Wheel Loader	2006	966	Caterpillar	ANZ1412	C
8	Skid Steer Loader	2006	CTL70	Gehl	21403893	C
9	Skid Steer Loader W/ trencher and bucket	2006		Gehl	21403891	C
10	Skid Steer Loader	2006	CTL70	Gehl	21404348	C
11	Skid Steer Loader	2007	CTL70	Gehl	21406175	C
12	Skid Steer Loader	2007	CTL70	Gehl	21406163	C
13	Skid Steer Loader	2007	CTL70	Gehl	21406176	C
14	Light Plants	2010		Magnum	N/A	C
15	Light Plants	2010		Magnum	N/A	C
16	Light Plants	2010		Magnum	N/A	C
17	Light Plants	2010		Magnum	N/A	C
18	Light Plants	2010		Magnum	N/A	C
19	Light Plants	2010		Magnum	N/A	C
20	Light Plants	2010		Magnum	N/A	R
21	Light Plants	2010		Magnum	N/A	R
22	Light Plants	2010		Magnum	N/A	R
23	Light Plants	2010		Magnum	N/A	R
24	Truck Crane	2001	TM650	Grove	30673	C
25	Hammer	2010		Caterpillar	N/A	C
26	Steel Shear	2010		Caterpillar	N/A	C
27	Grapple	2010		Caterpillar	N/A	C
28	Pulverizers	2010		Caterpillar	N/A	C
29	Motor grader	2006	12-HVHP	Caterpillar	BK00455	C
30	Hydraulic excavator	2006	330C	Caterpillar	KDD00150	C
31	Hydraulic excavator	2007	330D	Caterpillar	DD00498X	C
32	Hydraulic Excavator	2008	320	Caterpillar	CAT0320CJANB02081	C
33	Hydraulic Excavator	2008	320	Caterpillar	0320clpab05598	C
34	Hydraulic Excavator	2007	325	Caterpillar	7LM00803	C
35	Hydraulic Excavator	2006	345B	Caterpillar	CAT0345BEAGS01778	C
36	Hydraulic Excavator	2006	345B	Caterpillar	CAT0345BAGS02388	R
37	Hydraulic Excavator	2007	345C	Caterpillar	0PJW00782	R
38	Hydraulic Excavator	2007	345C	Caterpillar	0PJW00951	R
39	Hydraulic excavator	2006	330C	Caterpillar	CAT0330CCKDD00456	R
40	Track Loader	2007	963	Caterpillar	CVBB0011999	R
41	Track Loader	2007	963	Caterpillar	2DS03041	R
42	Track Loader	2006	963	Caterpillar	BBD01343	R
43	Track Type tractor	2003	D7H	Caterpillar	79701962	R

**ASHBRITT INC. RESPONSE TO THE CITY OF PORT ORANGE, FL
RFP #16-22 FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES**

No.	Truck/Equipment Type	Year	Model	Manuf./ Type	VIN#-S/N-LPN	Availability C=Committed R=Reserved
44	Track type tractor	2008	D7R	Caterpillar	AEC00736	R
45	Track type tractor	2004	D8N	Caterpillar	5TJ00784	R
46	Telescopic Handler	2005	TH83	Caterpillar	3RN1740	R
47	Telescopic Handler	2004	TH63	Caterpillar	5WM08232	R
48	Self-load grapple truck	2004		Mack	1FVNFXB2XLA13559	C
49	Self-load grapple truck	2005		Freightliner	1M2P270Y8NMO12111	C
50	Roll-off w/ 20&30	2007	CV713	Mack	1M2AG11C06M033513	C
51	Roll-off w/ 20&30	2007	CV713	Mack	1M2AG11C65M022336	C
52	Road Tractor	2007	W900	Kenworth	1XKWDB9X1WJ772427	R
53	Road Tractor	2007	379	Peterbilt	1XP5PBEX86N635490	R
54	Tractor	2007	LB9	Kenworth	1NKWLB9X75J073654	C
55	60 Ton Lowboy	2007		Lidell	1L9SL533361236299	C
56	60 Ton Lowboy	2007		Lidell	1z928980407E094082	C
57	Water Truck	2004	Topkick	GMC	1GDMU7H1J2MJ518240	C
58	Pickup (19') and travel trailer (29')	2008	F1504X4	Ford	1FTPW14V66KC76866	C
59	Water Truck	2001	Water Truck	International	1HTSCABNX1H343645	C
60	Lube Truck	2007	T300	Kenworth	ends in 6260	C
61	Lube Truck	2006	Aeromax	Ford	1FTYY92TXVVA22993	R
62	Service Trucks	2007	F650	Ford	3FRWX65NO4V653988	C
63	Service Trucks	2007	F650	Ford	3FDNF65481MA11227	R
64	8 Man Bunk Trailer	N/A		GE	GCEU486242	R
65	12 Man Bunk Trailer	N/A		GE	PATU663994	R
66	container w/ 2fuel tanks	N/A	Step Deck	Transcraft	1TTE48208Y1063847	R
67	Office/Tool Trailer	N/A	Portocamp	Trailmobile	A9000630	R
68	Mobile Command Center	2007	stack haul	Featherlite	4fege853276c085476	C
69	Hammer	2009		Caterpillar	N/A	C
70	Steel Shear	2009		Caterpillar	N/A	C
71	Hammer	2009		Caterpillar	N/A	C
72	Generator	2001	175kw	Caterpillar	66D61178	C
73	Roll-off Container	2009	20	Galbreath	N/A	C
74	Roll-off Container	2009	20	Galbreath	N/A	C
75	Roll-off Container	2009	20	Galbreath	N/A	C
76	Roll-off Container	2009	40	Galbreath	N/A	C
77	Roll-off Container	2009	40	Galbreath	N/A	C
78	Roll-off Container	2009	40	Galbreath	N/A	R
79	Concrete Pulverizers	2009	cp100	La bounty	N/A	R
80	Parts, tools, tires, etc. (on step deck)	N/A	Ship Container	Sea Ark	N/A	R
81	Travel trailer	2004		Sportsman	ends in 029	C
82	Travel trailer	2004	Classic Trailer	Dutchman	47CT2OL28N1022820	C
83	Travel trailer	2003		Coachman	ends in COF (363)	C
84	Travel trailer	2007	Sportsman	Coachman	4EZTS221281S059977	C
85	Travel trailer	2007		Conquest	1NL10TM29S1022894	C
86	Travel trailer	2003	Sport Trailer	Dutchman	ends in 135 (T474)	C
87	Travel trailer	2007	Smokey	Sunray	5L0RE28215Y000289	R
88	Travel trailer	2007		Cedia	4X4TRCRB8XP180220	R
89	Travel trailer	2007	Excello	Airstream	STJEAM25RJ509808	R
90	Travel trailer	2007	Lynx	Prowler	1EC2S292X44000972	R

**ASHBRITT INC. RESPONSE TO THE CITY OF PORT ORANGE, FL
RFP #16-22 FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES**

No.	Truck/Equipment Type	Year	Model	Manuf./ Type	VIN#-S/N-LPN	Availability C=Committed R=Reserved
91	Travel trailer	2007	Sport	Avion	47CTDDV264G513610	R
92	Flatbed	N/A	Utility 42	Utility	1UYFS2450HA657717	R
93	Bus	2005	Vanatare Coach	Prevost	N/A	R
94	Van Trailer	1989		Unknown	P330127	R
95	Supply Van	1988	Van Trailer	Unknown	48-1361	R
96	Tri-Axle Dump Truck	2010	GU713	Mack	1M2AX09C0AM007548	C
97	Tri-Axle Dump Truck	2010	GU713	Mack	1M2AX09C3AM007544	C
98	Tri-Axle Dump Truck	2010	GU713	Mack	1M2AX09C2AM007549	C
99	Tri-Axle Dump Truck	2010	GU713	Mack	1M2AX09C7AM007546	C
100	Tri-Axle Dump Truck	2010	GU713	Mack	1M2AX09C9AM007550	C
101	Tri-Axle Dump Truck	2010	GU713	Mack	1M2AX09C1AM007543	C
102	Tri-Axle Dump Truck	2010	GU713	Mack	1M2AX09C9AM007547	C
103	Tri-Axle Dump Truck	2010	GU713	Mack	1M2AX09C5AM007545	C
104	Tri-Axle Dump Truck	2009	GU713	Mack	1M2AX09C99M007429	C
105	Tri-Axle Dump Truck	2009	GU713	Mack	1M2AX09C19M007425	C
106	Tri-Axle Dump Truck	2009	GU713	Mack	1M2AX09C49M003918	C
107	Tri-Axle Dump Truck	2009	GU713	Mack	1M2AX09C59M007427	C
108	Tri-Axle Dump Truck	2009	GU713	Mack	1M2AX09C59M003927	C
109	Tri-Axle Dump Truck	2009	GU713	Mack	1M2AX09C39M007426	C
110	Tri-Axle Dump Truck	2009	GU713	Mack	1M2AX09C89M007423	C
111	Tri-Axle Dump Truck	2009	GU713	Mack	1M2AX09C59M007430	C
112	Tri-Axle Dump Truck	2009	GU713	Mack	1M2AX09C19M003925	R
113	Tri-Axle Dump Truck	2009	GU713	Mack	1M2AX09C79M007428	R
114	Tri-Axle Dump Truck	2009	GU713	Mack	1M2AX09C79M007221	R
115	Tri-Axle Dump Truck	2009	GU713	Mack	1M2AX09C69M007422	R
116	Tri-Axle Dump Truck	2008	GU713	Mack	1M2AX09C98M003783	R
117	Tri-Axle Dump Truck	2007	CTP713	Mack	1M2AT04C37M004770	R
118	Tri-Axle Dump Truck	2007	CTP713	Mack	1M2AT04C57M004771	R
119	Tri-Axle Dump Truck	2007	CTP713	Mack	1M2AT04C27M004775	R
120	Tri-Axle Dump Truck	2007	CTP713	Mack	1M2AT04C97M004773	R
121	Tri-Axle Dump Truck	2007	CTP713	Mack	1M2AT04C77M004769	R
122	Tri-Axle Dump Truck	2005	CV713	Mack	1M2AG11C55M024529	R
123	Tri-Axle Dump Truck	2005	CV713	Mack	1M2AG11C95M024534	R
124	Tri-Axle Dump Truck	2005	CV713	Mack	1M2AG11C05M024535	R
125	Roll-Off Truck (Tri-Ax)	2008	GU173	Mack	1M2AX04CX8M003153	R
126	Roll-Off Truck (Tri-Ax)	2002		Western	2WLHALAS92KK20690	R
127	Self-Loader (Grapple Truck)	2002		Western	2WLPCD2G22K972379	C
128	Self-Loader (Grapple Truck)	2002		Western	2WLPCD1F62K972863	C
129	Self-Loader (Grapple Truck)	2006		Mack	1M2AL02C36M001742	C
130	Self-Loader (Grapple Truck)	2002		Western	2WLHALAS62KK28617	C
131	Self-Loader (Grapple Truck)	2002		Western	2WLPCD2GX2K972405	C
132	Self-Loader (Grapple Truck)	2008		Mack	1M2AX13C38M002031	C
133	Self-Loader (Grapple Truck)	2006		Mack	1M2AL02C96M003821	C
134	Self-Loader (Grapple Truck)	2006		Mack	1M2AL02C06M003822	C
135	Self-Loader (Grapple Truck)	2001		Volvo	M5431R	C
136	Self-Loader (Grapple Truck)	2001		Volvo	N9384D	C
137	Self-Loader (Grapple Truck)	2001		Volvo	N9385D	C
138	Self-Loader (Grapple Truck)	2001		Volvo	N9386D	C
139	Hydraulic excavator	2003	330C	Caterpillar	N/A	C

**ASHBRITT INC. RESPONSE TO THE CITY OF PORT ORANGE, FL
RFP #16-22 FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES**

No.	Truck/Equipment Type	Year	Model	Manuf./ Type	VIN#-S/N-LPN	Availability C=Committed R=Reserved
140	Hydraulic excavator	2004	330C	Caterpillar	N/A	C
141	950G Wheel Loader	2004		Caterpillar	N/A	C
142	Tub Grinder	N/A		Morbark 1300	N/A	C
143	Tub Grinder	N/A		Morbark 1300	N/A	C
144	Coach Bus	2006		Marathon	N/A	R
145	Coach Bus	1996		Prevost	Q913ZF	C
146	Bucket Truck	2000		Isuzu	W57KFL	C
147	Travel Trailer	2004		Featherlite	E904AR	C
148	Travel Trailer	2005		Featherlite	E906AR	C
149	Tractor Trailer	2004		Mack Mcneilus	N/A	C
150	Tractor Trailer	2004		Mack Mcneilus	N/A	C
151	Tractor Trailer	2004		Mack Mcneilus	N/A	C
152	Tractor Trailer	2005		Mack	N/A	R
153	2006 Anderson	2006		Anderson	N/A	R
154	Roll Off Truck	2006		International	N/A	R
155	Roll Off Truck	2006		International	N/A	R
156	Tractor Trailer	2006		Mack	N/A	C
157	Tractor Trailer	2006	C1713	Mack C1713	N/A	C
158	Tractor Trailer	2006	C1713	Mack C1713	N/A	C
159	Roll Off Truck	2002		Western	N3875B	C
160	Tractor-Trailer	2006		Mack	N3001I	C
161	Tractor-Trailer	2006		Mack	N3789K	C
162	Self-Loader w/ Pup Trailer	2005		Sterling	N/A	C
163	Self-Loader w/ Pup Trailer	2005		Sterling	N/A	C
164	Self-Loader w/ Pup Trailer	2006		Sterling	N/A	C
165	Self-Loader w/ Pup Trailer	2006		Sterling	N/A	C
166	Lowboy Tractor-trailer	1988		Mack	N/A	C
167	Self-Loader Grapple	1988		Kenworth	N/A	C
168	Self-Loader Grapple	1997		Peterbilt	N/A	C
169	Lowboy Tractor-trailer	1995		Kenworth	N/A	C
170	Self-Loader Grapple	2005		Kenworth	N/A	C
171	2 Man Exec. (Cont. #01033014)	2010	Container	Horton	N/A	R
172	2 Man Exec. (Cont. #01033015)	2010	Container	Horton	N/A	R
173	2 Man (Cont. #01033016)	2010	Container	Horton	SEAL D5125740	R
174	2 Man (Cont. #01033017)	2010	Container	Horton	SEAL D5125739	R
175	8 Man (Cont. #01033018)	2010	Container	Horton	SEAL D5125060	R
176	8 Man (Cont. #01033019)	2010	Container	Horton	seal d5125058	R
177	8 Man (Cont. #01033020)	2010	Container	Horton	seal d5125057	R
178	8 Man (Cont.# 01033021)	2010	Container	Horton	seal d5146145	R
179	8 Man (Cont. #01033022)	2010	Container	Horton	SEAL D5125059	R
180	Conf. Room (Cont. #01033023)	2010	Container	Horton	N/A	R
181	1 Man (Cont. #01033024)	2010	Container	Horton	SEAL 964387	R
182	1 Man (Cont. #01033025)	2010	Container	Horton	SEAL 929722	R
183	Tool Room (Cont. # 01033027)	2010	Container	Horton	N/A	R
184	Shower	2010	Container	Horton	seal 929656	R

**ASHBRITT INC. RESPONSE TO THE CITY OF PORT ORANGE, FL
RFP #16-22 FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES**

No.	Truck/Equipment Type	Year	Model	Manuf./ Type	VIN#-S/N-LPN	Availability C=Committed R=Reserved
185	Water Treatment (Cont. # 01033026)	2010	Container	Horton	seal 5125056	R
186	Water Treatment	2010	Can Pure	Innovative Water	N/A	R
187	Kitchen (on flatbed)	2010	Container	EMK	Seal Number (0061194)	R
188	Dining (open on one side)	2010	Container	EMK	N/A	R
189	Dining	2010	Container	EMK	Seal Number (0061187)	R
190	Dining (open on BOTH sides)	2010	Container	EMK	N/A	R
191	Assembly Parts for Kitchen container (on Lowboy)	2010	Container	EMK	N/A	R
192		2010	Various	Cooking Supplies	N/A	R
193	Honey Wagon	1998	F450	Freightliner	N/A	C
194	60'x 100' (on flatbed)	2010	Quansa Building	Olympia	1UYFS2456PA027201 (AS322)	C
195	60'x 100' (on flatbed)	2010	Quansa Building	Olympia	1UYFS2453PA063203 (AS320)	C
196	Generator	2005	200KW	Caterpillar	N/A	C
197	Tools and Hardware	N/A	Container	Various	FBXU 8396726 (SEAL 129470)	C
198	Tools and Hardware	N/A	Container	Various	FBXU 8401890 (SEAL 129470)	C
199	Tools and Hardware (on Lowboy)	N/A	Container	Various	RCSU 2807478	R
200	Plastic Tanks (on Lowboy)	N/A	PT	Hartow	N/A	C
201	Plastic Tanks (on Lowboy)	N/A	PT	Hartow	N/A	C
202	Plastic Tanks	N/A	PT	Hartow	N/A	C
203	Bus	2010		Mazda	N/A	C
204	Pickup	2010		Mazda	N/A	C
205	Pickup	2010		Mazda	N/A	R
206	SUV	2010		Mazda	N/A	R
207	SUV	2010		Mazda	N/A	R
208	25 acre	2010	Lightline		N/A	R
209	Hydraulic Excavator	2009	325	Caterpillar	N/A	C
210	Hydraulic Excavator	2009	325	Caterpillar	N/A	C
211	Hydraulic Excavator	2009	325	Caterpillar	N/A	R
212	Hydraulic Excavator	2009	325	Caterpillar	N/A	R
213	Track-type tractor	2006	D7R	Caterpillar	N/A	R
214	Thumb	2009	229-8403	Caterpillar	N/A	R
215	Thumb	2009	229-8403	Caterpillar	N/A	R
216	Thumb	2009	229-8403	Caterpillar	N/A	R
217	Thumb	2009	229-8403	Caterpillar	N/A	R
218	Hydraulic Excavator	2006	330DL	Caterpillar	N/A	C
219	ID Card System	2010		Wasp	N/A	C
220	Security Radio	2010	XBR6350	Motorola	N/A	C
221	Office	2010	Container	Horton	N/A	C
222	Container	2010	Container	Horton	N/A	C
223	Container	2010	Container	Horton	N/A	C
224	Laundry	2010	Container	Horton	N/A	C

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No.	Truck/Equipment Type	Year	Model	Manuf./ Type	VIN#-S/N-LPN	Availability C=Committed R=Reserved
225	48' Fruehauf Tanker Trailer *Sil	1985		Trailer	1H4T04527EL009202	R
226	52'8" Liddell Lowboy Trailer	2006		Trailer	1L9SL533361236299	R
227	20' Pace American Cargo Trailer	2000		Trailer	4FPAB1822YG049028	R
228	29' Better Built Black Goose Neck Trailer	1998		Trailer	4MNDG2924W1001892	R
229	53' Trailboss Dovetail Lowboy Trailer	2006		Trailer	4SODK533961002408	R
230	General Equipment Trailer	1972		Trailer	9D75107	R
231	Motor Graders (12H VHP)	2004	12H	Caterpillar	BK00455	R
232	Motor Graders (140H)	2001	140H	Caterpillar	2ZK06919	C
233	Backhoe (CAT 420D)	2000	420D	Caterpillar	8LN02072	C
234	Backhoe (CAT 416C)	2000	416C	Caterpillar	5YN15225	C
235	Backhoe (CAT 416C)	2000	416C	Caterpillar	5YN00582	R
236	Backhoe (CAT 420D 4X4)	2003	420D	Caterpillar	FDP11104	R
237	Backhoe (CAT 416B)	1994	416B	Caterpillar	8ZK03897	R
238	Dozer	1989	Cat D3C	Caterpillar	6SL02107	C
239	Dozer	1995	Cat D6E	Caterpillar	02MJ01641	C
240	Dozer	2000	Cat D6R	Caterpillar	5LN002053	R
241	Dozer	1988	Cat D7H	Caterpillar	79Z01962	R
242	Wheel Loader	2000	VOL L120B	Volvo	L120BV61070	C
243	Wheel Loader	1999	JD 644H	John Deere	572574	C
244	Wheel Loader	2003	JD 644H	John Deere	DW644HX586313	C
245	Wheel Loader	2002	Cat 972G	Caterpillar	CAT0972GHAXC00423	C
246	Hydraulic Excavator	1998	325BL	Caterpillar	2JR00349	R
247	Hydraulic Excavator	1990	225DLC	Caterpillar	02SJ00516	R
248	Hydraulic Excavator	2002	330CL	Caterpillar	KDD00150	R
249	Hydraulic Excavator	2004	320CL	Caterpillar	PAB01876	R
250	Skid Steer Loader	2004	257B	Caterpillar	SLK00900	C
251	Skid Steer (Caterpillar 287)	2003	287	Caterpillar	CNY00648	C
252	Skidder (Caterpillar 525B)	2002	525B	Caterpillar	CAT0525BH3KZ00597	C
253	Knuckleboom (Prentice 210C log loader)	2004	210C	Prentice	210P23705	C
254	Knuckleboom (SK100 Log Loader)	1999	SK100	Supertrack	05A11980	C
255	Knuckleboom (Prentice 410D log loader)	1994	410D	Prentice	NSB0410942442	C
256	Knuckleboom (GMC Truck)	2004		GMC	TWM732V532833	R
257	Knuckleboom (Koehring 6644 log loader)	1998	6644	Koehring	U359E9013	R
258	Knuckleboom (120E Prentice Loader)	1999	120E	Freightliner	1FVNFXYB2XLA13559	C

Note: AshBritt does not anticipate a shortage of certified safe, appropriate loading and hauling equipment, as well as other support equipment and assets for any response needed.

■ **Similar Contracts**

AshBritt maintains a professional, positive relationship with all of its clients. Below is a list of five (5) contracts with similar sized cities completed within the last ten (10) years for the services described in this RFP for similar projects that can attest to our knowledge, quality of work, timeliness, diligence, and flexibility for disaster recovery and debris management services. Further, please feel free to contact any of our current or past clients as listed in our Experience Table for a reference and a more detailed account of our specific performance.

Georgetown County, SC - Ray Funnyc, Public Works Director

Phone: (843) 545.3325 or (843) 545 3273
Fax: (843) 545-3292
Email: rfunnyc@gtcounty.org
Address: 129 Screven St.
Georgetown, SC 29442
Project Term: FEB 12, 2014 - MAR 12, 2014
Project Details: Winter Storm Pax- 117,857 CY;
19,695 hazardous trees
Project Cost: \$3,616,253

Sumter County, SC - Karen Hyatt Assistant PWD

Phone: (803) 436-2242
Fax: (803) 436-2245
Email: khayatt@sumtercountysc.org
Address: 21 N. Main Street
Sumter, SC 29150
Project Term: FEB 12, 2014 - APR 11, 2014
Project Details: Winter Storm Pax - 105,241 CY;
10,960 hazardous trees
Project Cost: \$2,325,671

Collier County, FL - Daniel Rodriguez, SWM Department

Phone: (239) 732-2508
Fax: (239) 252-3991
Email: danrodriguez@colliergov.net
Address: 3299 Tamiami Trail East
Naples, FL 34112
Project Term: OCT 23, 2005 - FEB 16, 2006
Project Details: Hurricane Wilma - 1,278,000 CY
Project Cost: \$24,300,000

Boca Raton, FL - Judi Ahern, Operations Manager

Phone: (561) 416-3384
Fax: (561) 393-7704
Email: jahern@ci.boca-raton.fl.us
Address: 201 West Palmetto Park Road
Boca Raton, FL 33432
Project Term: OCT 29, 2005 - FEB 12, 2006
Project Details: Hurricane Wilma - 642,274 CY
Project Cost: \$16,900,000

State of Connecticut - Judy Pahl, Public Assistance Deputy Director

Phone: (860) 256-0877
Fax: (850) 256-0877
Email: judy.pahl@ct.gov
Address: 25 Sigourney Street 6th Floor
Hartford, CT 06106
Project Term: October 29, 2011 – March 12, 2012
Project Details: Connecticut Severe Storm 2011 -
1,835,101 CY
Project Cost: \$73,538,607

Orange County, TX - Jeff Kelly, Former EM Coordinator

Phone: (830) 221-1108
Fax: (830) 620-2026
Email: jeffkelley@live.com
Address: 100 Main Plaza
New Braunfels, TX 78130
Project Term: SEP 14, 2008 - FEB 10, 2009
Project Details: Hurricane Ike - 620,000 CY
Project Cost: \$16,400,000

Note: AshBritt conducted an additional disaster debris removal mission for Collier County, FL that would speak to our capability to perform the services required for this solicitation. See the additional project below:

Project Term: JAN 29, 2016 - FEB 16, 2016
Project Details: 2016 Severe Storm – 44,000 CY
Project Cost: 465,000

Current Contracts

AshBritt has presented a list of our current contractual obligations to other governmental entities. As identified in our Signature Projects section above, AshBritt has the unique ability to manage multiple contractual activations in excess of 60 jurisdictions.

Note: Ashbritt has never had any contract awarded by another governmental agency terminated for default. Ashbritt has had contracts terminated early solely because the governmental agency decided to solicit new pre-event emergency management and debris removal contracts prior to the expiration of the existing contract. This practice is common among government agencies due to keeping up with new procurement regulations and other factors.

Client	Client City	State	Position	Begin Term	End Term
Alameda County	Oakland	CA	Shared (1)	8/1/2011	7/31/2016
Sonoma County	Santa Rosa	CA	(1) First	9/23/2014	7/31/2016
Los Angeles County	Alhambra	CA	QualVend	9/19/2014	9/18/2016
Anaheim	Anaheim	CA	(1) First	9/28/2010	11/22/2016
Cypress	Cypress	CA	(1) First	9/28/2010	11/22/2016
Dana Point	Dana Point	CA	(1) First	9/28/2010	11/22/2016
Fullerton	Fullerton	CA	(1) First	9/28/2010	11/22/2016
Imperial County	El Centro	CA	(1) First	9/28/2010	11/22/2016
Irvine	Irvine	CA	(1) First	9/28/2010	11/22/2016
La Habra	La Habra	CA	(1) First	9/28/2010	11/22/2016
Laguna Beach	Laguna Beach	CA	(1) First	10/6/2014	11/22/2016
Laguna Woods	Laguna Woods	CA	(1) First	9/28/2010	11/22/2016
Mission Viejo	Mission Viejo	CA	(1) First	9/28/2010	11/22/2016
Orange	Orange	CA	(1) First	9/28/2010	11/22/2016
Orange County (CA)	Santa Ana	CA	(1) First	9/28/2010	11/22/2016
Riverside County	Riverside	CA	(1) First	9/28/2010	11/22/2016
San Clemente	San Clemente	CA	(1) First	9/28/2010	11/22/2016
Tustin	Tustin	CA	(1) First	9/28/2010	11/22/2016
Rancho Santa Margarita	Rancho Santa Margarita	CA	(1) First	9/28/2010	3/29/2017
San Bernardino County	San Bernardino	CA	(1) First	5/8/2013	5/7/2017
Monterey County	Salinas	CA	(1) First	5/24/2011	5/25/2017
Los Angeles	Federal	CA	(1) First	11/6/2015	11/6/2018
Connecticut State Of	Hartford	CT	(1) First	7/2/2014	7/2/2019
Delaware, State Of	Dover	DE	QualVend	10/15/2014	10/14/2016
Lake Worth	Lake Worth	FL	(1) First	6/22/2012	6/18/2016
Hypoluxo	Hypoluxo	FL	(1) First	8/21/2013	8/20/2016
Town of Palm Beach Gardens	Palm Beach Gardens	FL	(2) Second	9/8/2011	9/8/2016
Town of Palm Beach	Palm Beach	FL	(1) First	9/13/2011	9/12/2016
South Florida Water Management - DMS	West Palm Beach	FL	(1) First	3/29/2012	3/29/2017
South Florida Water Management - Haul	West Palm Beach	FL	QualVend	5/1/2012	5/1/2017
Key West	Key West	FL	(3) Third	2/17/2010	2/17/2016
Marathon	Marathon	FL	Shared (1)	2/17/2010	7/20/2016
Martin County	Stuart	FL	(1) First	1/1/2015	1/1/2018
Delray Beach	Delray Beach	FL	(1) First	9/4/2012	11/30/2018
Gainesville	Gainesville	FL	(1) First	2/10/2009	2/9/2016
St Pete Beach	St Pete Beach	FL	(1) First	5/20/2011	5/24/2016
Clearwater	Clearwater	FL	(1) First	5/29/2012	5/29/2016
Key Biscayne	Key Biscayne	FL	(1) First	7/8/2011	7/8/2016
Venice	Venice	FL	(2) Second	7/28/2009	7/28/2016

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Client	Client City	State	Position	Begin Term	End Term
Tampa	Tampa	FL	QualVend	8/1/2011	8/1/2016
FDOT District 1	Bartow	FL	(3) Third	8/15/2014	8/15/2016
Doral	Doral	FL	Shared (1)	8/20/2013	8/20/2016
Boca Raton	Boca Raton	FL	(1) First	9/16/2010	9/16/2016
Winter Springs	Winter Springs	FL	(1) First	5/30/2010	9/30/2016
Sarasota	Sarasota	FL	(2) Second	10/2/2012	11/20/2016
Miami Shores	Miami Shores	FL	(1) First	12/1/2012	11/30/2016
FDOT District 7	Tampa	FL	(4) Fourth	12/11/2013	12/11/2016
Bay County	Panama City	FL	QualVend	6/26/2014	12/31/2016
Ormond Beach	Ormond Beach	FL	QualVend	3/15/2012	3/28/2017
Indina River County	Vero Beach	FL	(2) Second	4/5/2016	4/5/2017
Parkland	Parkland	FL	(1) First	4/23/2013	4/23/2017
FDOT District 6	Miami	FL	(4) Fourth	5/12/2015	5/12/2017
Manatee County	Bradenton	FL	(1) First	5/14/2014	5/13/2017
North Miami	North Miami	FL	(2) Second	6/1/2013	5/31/2017
Seminole	Seminole	FL	(1) First	6/13/2012	6/13/2017
North Port	North Port	FL	(3) Third	6/23/2014	6/23/2017
Longboat Key	Longboat Key	FL	(1) First	6/16/2014	7/16/2017
Punta Gorda	Punta Gorda	FL	(2) Second	8/13/2014	8/13/2017
Miami Lakes	Miami Lakes	FL	(1) First	8/22/2012	8/22/2017
Miami Beach	Miami Beach	FL	(1) First	8/28/2014	8/28/2017
Franklin County	Apalachicola	FL	(3) Third	9/2/2015	9/2/2017
Nassau County	Yulee	FL	QualVend	10/11/2010	10/11/2017
Hendry County	Labelle	FL	(1) First	10/28/2014	10/28/2017
Sanibel	Sanibel	FL	Shared (1)	6/5/2012	11/20/2017
Atlantic Beach	Atlantic Beach	FL	(2) Second	7/27/2011	11/30/2017
Madeira Beach	Madeira Beach	FL	(1) First	1/5/2015	11/30/2017
St. Petersburg	St. Petersburg	FL	Shared (1)	8/7/2014	11/30/2017
Osceola County	Kissimmee	FL	Shared (1)	6/29/2009	6/30/2018
Belleair Beach	Belleair Beach	FL	(1) First	8/6/2013	8/6/2018
Belleair Bluffs	Belleair Bluffs	FL	(1) First	8/6/2013	8/6/2018
Redington Shores	Redington Shores	FL	(1) First	8/6/2013	8/6/2018
South Pasadena	South Pasadena	FL	(1) First	6/12/2007	8/6/2018
Escambia County	Pensacola	FL	QualVend	8/25/2015	8/25/2018
Pasco County	Dade City	FL	(2) Second	9/8/2015	9/8/2018
Sarasota County	Nokomis	FL	(2) Second	10/27/2015	10/27/2018
Lynn Haven	Lynn Haven	FL	(2) Second	5/14/2013	5/31/2019
Charlotte County	Punta Gorda	FL	(3) Third	3/26/2010	12/31/2019
Jacksonville Beach	Jacksonville	FL	(2) Second	8/4/2015	8/4/2020
Collier County Mosquito Control District	Naples	FL	(1) First	5/14/2011	1/12/2021
Collier County School District	Naples	FL	(1) First	5/14/2011	1/12/2021
Everglades	Naples	FL	(1) First	5/14/2011	1/12/2021
Marco Island	Marco Island	FL	(1) First	5/14/2011	1/12/2021
Naples	Naples	FL	(1) First	5/14/2011	1/12/2021
Collier County	Naples	FL	(1) First	1/12/2016	1/12/2021
St Johns County	St Augustine	FL	(2) Second	5/5/2006	5/5/2021
Miami Dade County Schools	Miami	FL	QualVend	5/17/2014	5/6/2016
Tamarac	Tamarac	FL	(1) First	6/26/2013	6/26/2016
Pompano Beach	Pompano Beach	FL	(1) First	7/8/2014	7/8/2016
Davie	Davie	FL	Shared (1)	7/20/2011	7/20/2016

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Client	Client City	State	Position	Begin Term	End Term
Hollywood	Hollywood	FL	QualVend	7/23/2013	7/22/2016
Riviera Beach	Riviera Beach	FL	(1) First	5/6/2015	8/20/2016
Opa Locka	Opa Locka	FL	QualVend	9/11/2009	9/11/2016
Daytona Beach Shores	Daytona Beach Shores	FL	(1) First	10/28/2014	11/12/2016
Holly Hill	Holly Hill	FL	(1) First	10/6/2011	11/12/2016
Orange City	Orange City	FL	QualVend	10/6/2011	11/12/2016
Ponce Inlet	Ponce Inlet	FL	(1) First	11/13/2014	11/12/2016
Port Orange	Port Orange	FL	QualVend	10/6/2011	11/12/2016
Volusia County	Deland	FL	QualVend	10/6/2011	11/12/2016
Southwest Ranches	Southwest Ranches	FL	(3) Third	12/12/2011	12/12/2016
St Lucie County	Fort Pierce	FL	QualVend	3/13/2001	1/1/2017
Hillsboro Bch	Hillsboro Beach	FL	(1) First	9/1/2015	6/10/2017
Cooper City	Cooper City	FL	(1) First	7/20/2011	7/20/2017
Debary	Debary	FL	QualVend	7/28/2009	8/1/2017
Sunny Isles Beach	Sunny Isles	FL	(1) First	8/29/2014	8/29/2017
New Smyrna Beach	New Smyrna Beach	FL	(1) First	9/30/2014	9/30/2017
Coral Gables	Miami	FL	(1) First	6/11/2010	6/1/2018
Lauderhill	Lauderhill	FL	Shared	6/18/2008	6/18/2018
Margate	Margate	FL	Shared (1)	6/18/2008	6/18/2018
Flagler County	Bunnell	FL	(2) Second	9/9/2015	9/9/2018
Palm Coast	Palm Coast	FL	QV	12/9/2015	9/9/2018
Miami Dade County	Miami	FL	QualVend	3/31/2014	3/31/2019
Dania Beach	Dania Beach	FL	(1) First	6/23/2006	6/19/2021
Lauderdale Lakes	Lauderdale Lakes	FL	(1) First	6/23/2006	6/19/2021
Lauderdale-By-The-Sea	Lauderdale-By-The-Sea	FL	(2) Second	6/23/2006	6/19/2021
Hillsborough County	Tampa	FL	QualVend	5/16/2007	3/31/2016
Rockledge	Rockledge	FL	(2) Second	8/1/2013	8/1/2016
Palm Beach County (SWA)	West Palm Beach	FL	Shared (1)	8/21/2013	8/20/2016
West Palm Beach	West Palm Beach	FL	(1) First	8/26/2011	8/25/2016
Orlando	Orlando	FL	Shared (2)	10/1/2011	9/30/2016
Deerfield Beach	Deerfield Beach	FL	(1) First	6/10/2015	6/10/2017
Brevard County	Viera	FL	Shared (1)	8/21/2012	8/21/2017
Cocoa	Cocoa	FL	(1) First	8/21/2012	8/21/2017
Miami Gardens	Miami Gardens	FL	(1) First	8/30/2013	9/12/2017
Orange County (FL)	Orlando	FL	(1) First	6/1/2015	5/31/2018
Broward County DMS	Fort Lauderdale	FL	(2) Second	3/17/2015	3/16/2020
North Miami Beach	N Miami Beach	FL	(1) First	8/1/2015	8/1/2020
Weston	Weston	FL	(1) First	6/23/2006	6/19/2021
Chatham County	Savannah	GA	(1) First	10/10/2010	7/8/2016
Pooler	Pooler	GA	(1) First	10/10/2010	7/8/2016
Columbus	Columbus	GA	(2) Second	7/13/2010	7/12/2016
Lowndes County	Valdosta	GA	(2) Second	10/27/2015	10/27/2016
Savannah	Savannah	GA	(3) Third	10/30/2013	11/1/2016
Floyd County	Rome	GA	(1) First	12/10/2013	12/31/2016
Gwinnett County	Lawrenceville	GA	(3) Third	1/1/2013	12/31/2016
Atlanta	ATL	GA	(1) First	12/16/2015	12/16/2018
Johnson County	Olathe	KS	(1) First	3/12/2014	3/12/2016
USACE SAD	New Orleans	LA	(1) First	6/30/2014	6/30/2019
USACE SPD	New Orleans	LA	(1) First	6/30/2014	6/30/2019
Massachusetts, State Of	Boston	MA	(1) First	9/24/2010	8/31/2017

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Client	Client City	State	Position	Begin Term	End Term
Maryland GSA, State	Baltimore	MD	QualVend	7/6/2009	7/6/2016
Harford County	Bel Air	MD	(2) Second	8/19/2010	8/18/2016
Queens Anne County	Centreville	MD	(1) First	2/29/2008	3/1/2017
Montgomery County	Rockville	MD	(1) First	8/29/2015	8/29/2022
State of New Jersey	Trenton	NJ	(1) First	7/16/2015	7/15/2018
New York State	Albany	NY	QualVend	7/10/2014	7/19/2017
State Of Rhode Island	Providence	RI	QualVend	7/20/2012	7/19/2017
Charleston County	North Charleston	SC	(1) First	7/31/2012	6/30/2017
South Carolina DOT	Columbia	SC	QualVend	10/9/2015	10/9/2017
Georgetown County	Georgetown	SC	(1) First	7/1/2013	7/1/2018
Marion	Marion	SC	(1) First	8/19/2013	8/19/2018
Marion County	Marion	SC	(1) First	8/19/2013	8/19/2018
Colleton County	Walterboro	SC	(1) First	9/3/2013	9/3/2018
Edisto Beach	Edisto Beach	SC	(1) First	9/3/2013	9/3/2018
Hampton County	Hampton	SC	(1) First	9/3/2013	9/3/2018
Walterboro	Walterboro	SC	(1) First	9/3/2013	9/3/2018
Bridge City	Bridge City	TX	(1) First	4/23/2007	5/1/2016
Edna	Edna	TX	(1) First	4/23/2007	5/1/2016
Orange County (TX)	Orange	TX	(1) First	4/23/2007	5/1/2016
Pinehurst	Orange	TX	(1) First	4/23/2007	5/1/2016
Vidor	Vidor	TX	(1) First	4/23/2007	5/1/2016
West Orange	West Orange	TX	(1) First	4/23/2007	5/1/2016
Katy	Katy	TX	(2) Second	5/26/2011	5/26/2016
Brazoria	Brazoria	TX	(1) First	6/14/2011	6/13/2016
Brazoria County	Angleton	TX	(1) First	6/14/2011	6/13/2016
Pasadena	Pasadena	TX	(1) First	9/16/2008	7/20/2016
Newton County	Newton	TX	(2) Second	5/12/2010	8/11/2016
Jersey Village	Jersey Village	TX	(1) First	9/18/2008	9/18/2016
Austin	Austin	TX	(3) Third	10/7/2014	12/31/2016
HGAC (Houston-Galveston)	Houston	TX	QualVend	1/1/2013	12/31/2016
Hidalgo County	Edinburg	TX	(1) First	8/18/2015	12/31/2016
Texas General Land Office	Austin	TX	QualVend	6/24/2013	1/31/2017
Freeport	Freeport	TX	(1) First	3/13/2012	3/13/2017
Galveston	Galveston	TX	(1) First	6/1/2013	5/31/2017
Jackson County	Edna	TX	(1) First	6/1/2013	5/31/2017
Victoria	Victoria	TX	(1) First	6/16/2015	6/16/2017
Victoria County	Victoria	TX	(1) First	6/22/2015	6/22/2017
Austin County	Bellville	TX	(1) First	7/27/2009	7/27/2017
Hardin County	Kountze	TX	(1) First	7/28/2014	7/28/2017
Kountze	Kountze	TX	(1) First	7/28/2014	7/28/2017
Lumberton	Lumberton	TX	(1) First	7/28/2014	7/28/2017
Rose Hill Acres	Rose Hill Acres	TX	(1) First	7/28/2014	7/28/2017
Silsbee	Silsbee	TX	(1) First	7/28/2014	7/28/2017
Sour Lake	Sour Lake	TX	(1) First	7/28/2014	7/28/2017
Orange	Orange	TX	(1) First	8/11/2009	8/11/2017
Sealy	Sealy	TX	(1) First	8/26/2009	8/26/2017
Matagorda County	Bay City	TX	(1) First	9/1/2009	8/31/2017
Palacios	Palacios	TX	(1) First	9/1/2009	8/31/2017
Dewitt County	Cuero	TX	(1) First	4/27/2015	8/31/2017
East Bernard	East Bernard	TX	(1) First	8/1/2008	9/30/2017

**ASHBRITT INC. RESPONSE TO THE CITY OF PORT ORANGE, FL
RFP #16-22 FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES**

Client	Client City	State	Position	Begin Term	End Term
Wharton	Wharton	TX	(1) First	8/1/2008	9/30/2017
Wharton County	Wharton	TX	(1) First	8/1/2008	9/30/2017
Kingsville	Kingsville	TX	(1) First	3/25/2013	3/25/2018
El Campo	El Campo	TX	(1) First	11/24/2014	11/24/2019
Virginia EMD (State)	Richmond	VA	QualVend	5/2/2011	5/1/2016
Greensville County	Emporia	VA	(1) First	5/16/2011	5/16/2016
James City County	Williamsburg	VA	(1) First	7/27/2015	7/27/2016
Virginia DEM	North Chesterfield	VA	(1) First	5/1/2015	2/1/2017
Prince William County	Prince William	VA	(1) First	2/25/2014	2/24/2017
Lancaster County	Lancaster	VA	(1) First	2/25/2014	2/25/2017
Manassas	Manassas	VA	(1) First	2/25/2014	2/25/2017
VPPSA (VA)	Williamsburg	VA	QualVend	4/4/2008	3/5/2018
SPSA (VA)	Chesapeake	VA	QualVend	5/1/2013	4/30/2018
Fairfax	Fairfax	VA	(1) First	5/5/2011	12/31/2020
Alexandria	Alexandria	VA	(1) First	1/21/2016	12/31/2020
Fairfax County	Fairfax	VA	(1) First	1/1/2016	12/31/2021
US Virgin Islands	St Thomas	USVI	(1) First	6/1/2015	12/31/2015
Seattle	Seattle	WA	QualVend	2/1/2009	1/31/2018
Washington, State Of	Olympia	WA	(1) First	2/1/2009	1/31/2018

AshBritt Awards and Recognitions

Following is a listing of some of AshBritt's professional associations and commendations:

- Member of the State of Florida Board of Professional Engineers, the Society of American Military Engineers.
- Sponsor of the American Public Works Association of America local FL, VA, MD, DC, NC, SC, GA, TX Chapters, Florida Emergency Preparedness Association, National Hurricane Conference, FL Governors Hurricane Conference, Texas Hurricane Conference, Texas Emergency Management Association, Virginia Municipal League, Virginia Emergency Management Association, South Carolina Emergency Management Conference, North Carolina Emergency Management Association, South Florida Hurricane Conference, Florida League of Cities and Association of Counties.
- Members of the U.S. Composting Council, and Recycle Florida Today.
- Awarded Contractor of the Quarter three times by the U.S. Army Corps of Engineers, Mobile District; Presented "Award of Gratitude" from the City of Port St. Lucie Keep PSL Beautiful Committee (2005-2006); Presented "Hurricane Isabel Heroes" Recognition from the City Council of the City of Hampton, Virginia (2004) for disaster recovery efforts.
- Presented numerous commendations from the Office of the Governor, State of Mississippi, for our contributions and support of the recovery and rebuilding efforts in MS.



Tab C. Licenses/Insurance



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

BATISTA, GREGORIO
ASHBRITT INC
10400 GRIFFIN ROAD STE 201
COOPER CITY FL 33328

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION CONSTRUCTION INDUSTRY LICENSING BOARD	
LICENSE NUMBER	
CGC060313	
The GENERAL CONTRACTOR Named below IS CERTIFIED Under the provisions of Chapter 489 FS. Expiration date: AUG 31, 2016	
BATISTA, GREGORIO ASHBRITT INC 10400 GRIFFIN ROAD STE 201 COOPER CITY FL 33328	
	
	
ISSUED: 07/31/2014	DISPLAY AS REQUIRED BY LAW
SEQ # L1407310001800	

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016

DBA:
Business Name: ASHBRITT INC

Receipt #: 189-4074
Business Type: ALL OTHER TYPES CONTRACTOR
(POLLUTANT STORAGE CONTR)

Owner Name: JOHN WILLIAM NOBLE JR
Business Location: 565 E HILLSBORO BLVD
DEERFIELD BEACH
Business Phone: 954-973-9200

Business Opened: 03/06/1996
State/County/Cert/Reg: PCC056744
Exemption Code:

Rooms **Seats** **Employees** **Machines** **Professionals**
14

For Vending Business Only						
Number of Machines:			Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
54.00	0.00	0.00	0.00	0.00	0.00	54.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

ASHBRITT INC
565 E HILLSBORO BLVD
DEERFIELD BEACH, FL 33441

Receipt # 01A-14-00009244
Paid 08/24/2015 54.00

2015 - 2016

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

State of Florida

Department of State

I certify from the records of this office that ASHBTRIT, INC. is a corporation organized under the laws of the State of Florida, filed on October 28, 1992.

The document number of this corporation is P92000000600.

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 March 23, 2016, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-third day of March,
2016*



Ken Detjen
Secretary of State

Tracking Number: CC6272180319

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Business Tax Office
150 NE 2nd Ave.
Deerfield Beach, FL 33441
Phone: (954)480-4333
E-mail: web.btr@deerfield-beach.com



Business Tax Receipt
2015-2016
Receipt Number: 16-00028228
Date Issued: 9/15/2015
Expires: 9/30/2016

ASHBRITT INC
565 E HILLSBORO BLVD

DEERFIELD BEACH FL 33441

Classification: GENERAL CONTRACTOR
Business Location: 565 E HILLSBORO BLVD
Applicant: ASHBRIIT INC OFFICE
Control Number: 0196350

Tax Amount: \$ 117.60	Add. Fees: \$ 0.00	Penalty: \$ 0.00	Total Amount Paid: \$117.60
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Notice: This Tax Receipt becomes **NULL** and **VOID** if ownership, business name, or address changed. Business owner must apply to Business Tax Office for Transfer.

Detach and retain for your records
***** Business Tax Receipt *****
2015-2016

- This Business Tax Receipt represents proof of payment of your Business Tax Fee for the period of October 1st to September 30th. Please exercise diligence in maintaining this receipt.
- Once you have obtained a Deerfield Beach Business Tax Receipt, you will be sent a renewal notice each year beginning July 1st, (90 days prior to expiration) to the address listed on the Receipt. Please check all Receipt information and report any errors to us immediately. The City may impose fines and penalties for failure to renew this Receipt.
- Your current Receipt shall be posted so that it is able to be viewed by anyone upon entering your place of business.
- If you change your business name, ownership or location, you must apply for a new Tax Receipt.
- If you have more than one location, you must obtain a Receipt for each location.
- For information on signage regulations, visit the City's website at www.deerfield-beach.com/signage.

Increase traffic to your business by participating in the City's Recycling Rewards Program!

Residents who recycle on a regular basis are accumulating points to be redeemed for rewards at participating businesses to claim discounts and gift certificates. Participating businesses see increased traffic from this program and those that have a commercial recycling account serviced by the City receive additional rewards.

To learn how to have your business become a Rewards Partner, please contact Recycling Perks at infor@recyclingperks.com. For information on how to set up a commercial recycling account, contact the City's Recycling Division at 954-480-4454.

This Receipt does not represent an endorsement or certification of the business listed herein by the City of Deerfield Beach.

Business Tax Office
150 NE 2nd Ave.
Deerfield Beach, FL 33441
Phone: (954)480-4333
E-mail: web.btr@deerfield-beach.com



Business Tax Receipt
2015-2016
Receipt Number: 16-00028229
Date Issued: 9/15/2015
Expires: 9/30/2016

ASHBRITT INC
565 E HILLSBORO BLVD

DEERFIELD BEACH FL 33441

Classification: SPECIAL TRADE CONTRACTOR
Business Location: 565 E HILLSBORO BLVD
Applicant: ASHBRITT INC CONTRACTOR
Control Number: 0196350

Tax Amount: \$ 58.80	Add. Fees: \$ 0.00	Penalty: \$ 0.00	Total Amount Paid: \$58.80
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Notice: This Tax Receipt becomes **NULL** and **VOID** if ownership, business name, or address changed. Business owner must apply to Business Tax Office for Transfer.

Detach and retain for your records
***** Business Tax Receipt *****
2015-2016

- This Business Tax Receipt represents proof of payment of your Business Tax Fee for the period of October 1st to September 30th. Please exercise diligence in maintaining this receipt.
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This Receipt does not represent an endorsement or certification of the business listed herein by the City of Deerfield Beach.



Detail by Entity Name

Florida Profit Corporation

ASHBRITT, INC.

Filing Information

Document Number	P92000000600
FEI/EIN Number	65-0364711
Date Filed	10/28/1992
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	05/30/2000

Principal Address

565 E. HILLSBORO BLVD.
DEERFIELD BEACH, FL 33441

Changed: 03/22/2011

Mailing Address

565 E. HILLSBORO BLVD.
DEERFIELD BEACH, FL 33441

Changed: 03/22/2011

Registered Agent Name & Address

MOSKOWITZ, MICHAEL W
800 CORPORATE DRIVE
SUITE 500
FORT LAUDERDALE, FL 33334

Name Changed: 09/03/2010

Address Changed: 09/03/2010

Officer/Director Detail

Name & Address

Title PST

PERKINS, RANDAL
565 E. HILLSBORO BLVD.
DEERFIELD BEACH, FL 33441

Title VP

NOBLE, JOHN JR
565 E. HILLSBORO BLVD.
DEERFIELD BEACH, FL 33441

Title VP

JACKSON, TERRY
565 E. HILLSBORO BLVD.
DEERFIELD BEACH, FL 33441

Annual Reports

Report Year	Filed Date
2014	01/16/2014
2015	01/07/2015
2016	03/23/2016

Document Images

03/23/2016 -- ANNUAL REPORT	View image in PDF format
01/07/2015 -- ANNUAL REPORT	View image in PDF format
01/16/2014 -- ANNUAL REPORT	View image in PDF format
01/04/2013 -- ANNUAL REPORT	View image in PDF format
01/06/2012 -- ANNUAL REPORT	View image in PDF format
03/22/2011 -- ADDRESS CHANGE	View image in PDF format
01/05/2011 -- ANNUAL REPORT	View image in PDF format
09/03/2010 -- Reg. Agent Change	View image in PDF format
01/08/2010 -- ANNUAL REPORT	View image in PDF format
01/30/2009 -- ANNUAL REPORT	View image in PDF format
01/21/2008 -- ANNUAL REPORT	View image in PDF format
01/16/2007 -- ANNUAL REPORT	View image in PDF format
05/09/2006 -- ANNUAL REPORT	View image in PDF format
01/07/2005 -- ANNUAL REPORT	View image in PDF format
07/15/2004 -- ANNUAL REPORT	View image in PDF format
02/23/2004 -- Reg. Agent Change	View image in PDF format
07/16/2003 -- ANNUAL REPORT	View image in PDF format
05/24/2002 -- ANNUAL REPORT	View image in PDF format
07/24/2001 -- ANNUAL REPORT	View image in PDF format
05/30/2000 -- REINSTATEMENT	View image in PDF format
01/22/1998 -- ANNUAL REPORT	View image in PDF format
03/04/1997 -- ANNUAL REPORT	View image in PDF format
05/01/1995 -- ANNUAL REPORT	View image in PDF format

- ***Trainings & Certifications***

Below is a select list of trainings and certifications that AshBritt Key Personnel have.

- Federal Procurement Disaster Assistance Training
- 40Hour HAZWOPER Certification
- Antiterrorism Level I Awareness Training
- Broward County Tree Pruning License: B-179
- Certified Master Arborist/ Certified Arborist, Intl. Society of Arboriculture
- Cold Weather Injuries Certification
- Consequence Management - Disaster Course
- Construction Operating Membership Education Training
- Entry Level Firefighter I – Part 1 & 2
- Ethics Training Workshop – Lead2Succeed
- First Aid, CPR, AED
- First Responder Operations Level Training Cert
- FL-601 Preliminary Damage Assessment
- Florida Intermediate Work Zone Traffic Control
- G-191 - Incident Command System/Emergency Operations Center (ICS/EOC) Interface
- Hot Weather Injuries Certification
- IS-00005.A - An Intro to Hazardous Materials
- IS-00007 - A Citizen's Guide to Disaster Assistance
- IS-00008.A - Building for the Earthquakes of Tomorrow
- IS-00022 - Are You Ready? An In-depth Guide to Citizen Preparedness
- IS-00055 - Household Hazardous Materials, a Guide for Citizens
- IS-00100 -Intro to the Incident Command System
- IS-00200 - ICS for Single Resources and Initial Action Incidents
- IS-00230 - Principles of Emergency Management
- IS-00230.d - Fundamentals of Emergency Management
- IS-00240 - Leadership & Influence
- IS-00242 - Effective Communication
- IS-00253 - Coordinating Environmental & Historic Preservation Compliance
- IS-00292 - Disaster Basics
- IS-00301 - Radiological Emergency Response
- IS-00324 - Community Hurricane Preparedness
- IS-00340 - Hazardous Materials Prevention
- IS-00393.A - Introduction to Hazard Mitigation
- IS-00630 Intro to the Public Assistance Process
- IS-00631 Public Assistance Operation I
- IS-00634 Introduction to FEMA's Public Assistance Program
- IS-00700 – National Incident Management System (NIMS), an Introduction
- IS-00772 IA PDA Orientation Individual Assistance Pre Damage Assessment
- IS-00800 National Response Plan (NRP) an Introduction
- IS-00800.B – National Response Framework, an Introduction
- IS-00801 - Emergency Support Function (ESF) #1 Transportation
- IS-00802 - Emergency Support Function (ESF) #2 Communications
- IS-00803 - Emergency Support Function (ESF) #3 Public Works and Engineering
- IS-00804 - Emergency Support Function (ESF) #4 Firefighting
- IS-00805 - Emergency Support Function (ESF) #5 Emergency Management
- IS-00806 - Emergency Support Function (ESF) #6 Mass Care Emergency Assistance, Housing Human Service
- IS-00807 - Emergency Support Function (ESF) #7 Logistics Management and Resource Su
- IS-00808 - Emergency Support Function (ESF) #8 Public Health and Medical Services
- IS-00809 - Emergency Support Function (ESF) #9 Search and Rescue
- IS-00810 - Emergency Support Function (ESF) #10 Oil and Hazardous Materials Response
- IS-00811 - Emergency Support Function (ESF) #11 Agriculture and Natural Resources
- IS-00812 - Emergency Support Function (ESF) #2 Energy
- IS-00813 - Emergency Support Function (ESF) #13 Public Safety and Security
- IS-00821 - Critical Infrastructure and Key Resources Support Annex
- IS-01900 - National Disaster Medical System Federal Coordinating Center Operations
- Joint Humanitarian Operations Course
- Local Volunteer and Donations Management
- Logistics Management Certificate
- Management of Spontaneous Volunteers in Disasters
- OSHA 10 HR Construction Industry Safety
- OSHA Hazardous Waste Operations and Emerger Response 8 Hour Refresher Supervisor Safety
- USACE - Jacksonville District – Safety Conference Training Courses
- USACE Construction Quality Management for Contractors - #784

Certifications

AshBritt has provided images of select key team member certifications on the following pages.

USACE Construction Quality Management for Contractors - #784	IS-00100 – Introduction to the Incident Command System (ICS 100)
John Noble / Ralph Dahlgren / Charles Knight / Bob Hewett / Rob Ray / Bill Johnson / Daniel D'Emidio / Blake Beeghly / John Noble Sr / Mike Harding / Brad Freeman / Jamie Robbins / Rhyse Nance / Matthew Beeghly / Ryan Beeghly / Blake Beeghly / Mike Harding / Jason Santiago / Greg Seimiller / Danny Sides / Andy Rudd / Dan Strode / James Loomis / Robert Rolette / Kelly Beckmann / Tim Mooney / Brett Postelli	John Noble / Randal Perkins / Terry Jackson / Ralph Dahlgren / Charles Knight / Bob Hewett / Rob Ray / Bill Johnson / Daniel D'Emidio / Matt Gierden / Tim Mooney / Jason Santiago / Richie Bensch / Bryan Jansen / Christina Bickhard-D'Emidio / John Congemi / Brian Locatelli / Cara Rosenthal / James Lofton / Danny Sides/Christopher Holsinger
	
IS-00200 – ICS for Single Resources and Initial Action Incidents	IS-00632 – ICS Introduction to Debris Operations
Christina Bickhart / Matt Gierden / Bryan Jansen / James Lofton Jr./Christopher Holsinger	William Johnson / Charles Knight / Bryan Jansen / Matt Gierden / Andy Rudd Jr. / Danny Sides/ Christopher Holsinger
	
IS-00700 – National Incident Management System (NIMS), an Introduction	IS-00800.B – National Response Framework, an Introduction
John Noble / Terry Jackson / Ralph Dahlgren / Charles Knight / Bob Hewett / Rob Ray / Bill Johnson / Daniel D'Emidio / Matt Gierden / Tim Mooney / Jason Santiago / Richie Bensch	Matt Gierden / Bob Hewett / Brian Locatelli
	
IS-00821 Critical Infrastructure and Key Resources Support Annex	IS-01900 National Disaster Medical System (NDMS) Federal Coordinating Center Operations
Bryan Jansen	Bryan Jansen
	

**ASHBRITT INC. RESPONSE TO THE CITY OF PORT ORANGE, FL
RFP #16-22 FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES**

IS-00807 Emergency Support Function (ESF) #7 Logistics Management and Resource Support Bryan Jansen	IS-00800 National Response Plan (NRP) an Introduction Bryan Jansen/ Christopher Holsinger
IS-00809 Emergency Support Function (ESF) #9 Search & Rescue Bryan Jansen	IS-00811 Emergency Support Function (ESF) #11 Agriculture and Natural Resources Bryan Jansen
IS-00812 Emergency Support Function (ESF) #2 Energy Bryan Jansen	IS-00813 Emergency Support Function (ESF) #13 Public Safety and Security Bryan Jansen
IS-00803 - Emergency Support Function (ESF) #3 Public Works and Engineering Bryan Jansen	IS-00804 - Emergency Support Function (ESF) #4 Firefighting Bryan Jansen

**ASHBRITT INC. RESPONSE TO THE CITY OF PORT ORANGE, FL
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IS-00805 - Emergency Support Function (ESF) #5 Emergency Management	IS-00806 - Emergency Support Function (ESF) #6 Mass Care Emergency Assistance, Housing Human Service
Bryan Jansen	Bryan Jansen
 Emergency Management Institute FEMA This Certificate of Achievement is to acknowledge that BRYAN T. JANSEN has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00805 Emergency Support Function (ESF) #5 Emergency Management Issued this 30th Day of February, 2018 Curtis L. Johnson, PhD Supervisory Emergency Management Institute	 Emergency Management Institute FEMA This Certificate of Achievement is to acknowledge that BRYAN T. JANSEN has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00806 Emergency Support Function (ESF) #6 Mass Care, Emergency Assistance, Housing/Human Service Issued this 30th Day of February, 2018 Curtis L. Johnson, PhD Supervisory Emergency Management Institute
IS-00630 Introduction to the Public Assistance Process	IS-00634 Introduction to FEMA's Public Assistance Program
Bryan Jansen/ Christopher Holsinger	Bryan Jansen/ Christopher Holsinger
 Emergency Management Institute FEMA This Certificate of Achievement is to acknowledge that BRYAN T. JANSEN has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of this course: IS-00630 Introduction to the Public Assistance Process Issued this 05th Day of June, 2016 Richard C. Cole Acting Regional Director Emergency Management Institute	 Emergency Management Institute FEMA This Certificate of Achievement is to acknowledge that BRYAN T. JANSEN has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00634 Introduction to FEMA's Public Assistance Program Issued this 04th Day of January, 2014 Richard C. Cole Acting Regional Director Emergency Management Institute
IS-00631 - Public Assistance Operation I	IS-00772 IA PDA Orientation Individual Assistance Pre Damage Assessment
Bryan Jansen	Bryan Jansen
 Emergency Management Institute FEMA This Certificate of Achievement is to acknowledge that BRYAN T. JANSEN has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of this course: IS-00631 Public Assistance Operation I Issued this 28th Day of April, 2016 Richard C. Cole Acting Regional Director Emergency Management Institute	 Emergency Management Institute FEMA This Certificate of Achievement is to acknowledge that BRYAN T. JANSEN has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00772 IA PDA Orientation Individual Assistance Pre Damage Assessment Issued this 04th Day of January, 2014 Richard C. Cole Acting Regional Director Emergency Management Institute
IS-00801 - Emergency Support Function (ESF) #1 Transportation	IS-00802 - Emergency Support Function (ESF) #2 Communications
Bryan Jansen	Bryan Jansen
 Emergency Management Institute FEMA This Certificate of Achievement is to acknowledge that BRYAN T. JANSEN has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00801 Emergency Support Function (ESF) #1 Transportation Issued this 28th Day of January, 2018 Curtis L. Johnson, PhD Supervisory Emergency Management Institute	 Emergency Management Institute FEMA This Certificate of Achievement is to acknowledge that BRYAN T. JANSEN has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00802 Emergency Support Function (ESF) #2 Communications Issued this 28th Day of January, 2018 Curtis L. Johnson, PhD Supervisory Emergency Management Institute

**ASHBRITT INC. RESPONSE TO THE CITY OF PORT ORANGE, FL
RFP #16-22 FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES**

IS-00301 - Radiological Emergency Response	IS-00324 - Community Hurricane Preparedness
Bryan Jansen	Bryan Jansen
	
IS-00340 - Hazardous Materials Prevention	IS-00393.A - Introduction to Hazard Mitigation
Bryan Jansen	Bryan Jansen
	
IS-00253 - Coordinating Environmental & Historic Preservation Compliance	Emergency Management Standards of Excellence Certificate of Achievement
Bryan Jansen / Matt Gierden	Christopher Holsinger
	
IS-00292 - Disaster Basics	IS-00230.d - Fundamentals of Emergency Management
Bryan Jansen	Bryan Jansen / Christopher Holsinger
	

**ASHBRITT INC. RESPONSE TO THE CITY OF PORT ORANGE, FL
RFP #16-22 FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES**

IS-00230 - Principles of Emergency Management Matt Gierden/ Christopher Holsinger 	IS-00240 - Leadership & Influence Bryan Jansen/ Christopher Holsinger 
IS-00007 - A Citizen's Guide to Disaster Assistance Bryan Jansen 	IS-00242 - Effective Communication Bryan Jansen/ Christopher Holsinger 
IS-00008.A - Building for the Earthquakes of Tomorrow Bryan Jansen 	IS-00022 - Are You Ready? An In-Depth Guide to Citizen Preparedness Bryan Jansen 
First Aid, CPR, AED Daniel D'Emidio / Richie Bensch / Matt Gierden/ Jim Rolette / Ed Stowitts / Jeff Spoerl / Joe Villarreal / Mike Harris / Jeremy Legatt / Rick Koebecke / Jamie Wallish / Chris Welbaum-Boyk / Scott Holiday / Nick Nadler / Bill Murphy 	USACE – Jacksonville District – Safety Conference Training Courses John Noble 

**ASHBRITT INC. RESPONSE TO THE CITY OF PORT ORANGE, FL
RFP #16-22 FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES**

IS-00055 - Household Hazardous Materials, A Guide for Citizens	IS-00808 - Emergency Support Function (ESF) #8 Public Health & Medical Services
Bryan Jansen 	Bryan Jansen 
IS-00005.A - An Introduction to Hazardous Materials	IS-00810 - Emergency Support Function (ESF) #10 Oil and Hazardous Materials Response
Bryan Jansen 	Bryan Jansen 
Supervisor Safety Training	OSHA 10 HR Construction Industry Safety Training
Charles Knight / Jim Rolette / Ed Stowitts / Jeff Spoerl / James Lofton / Rob Weber / Daniel D'Emidio / Tim Mooney / Ron Cataldo	Jim Rolette / Ed Stowitts / Jeff Spoerl / Joe Villareal / Mike Harris / Jeremy Legatt / Rick Koebeke / Jamie Wallish / Chris Welbaum-Boyk / Scott Holiday / Nick Nadler / Bill Murphy
	
First Responder Operations Level Training Certification	OSHA Hazardous Waste Operations and Emergency Response 8 Hour Refresher
Daniel D'Emidio / Charles Knight / John Noble Sr. / Matt Gierden / Ron Cataldo / Danny Sides / Jessie McQueen / Wayne Smith / John Robbins / Jeffrey Spoerl / Christina D'Emidio / Edward Stowitts	John Noble / Matt Gierden / Jim Rolette / Jeffrey Spoerl / Edward Stowitts
	THE NATIONAL ENVIRONMENTAL TRAINERS <i>Matthew Gierden</i> has satisfactorily passed an exam and completed an 8-hour annual refresher training course entitled Hazardous Waste Operations and Emergency Response First Responder meeting the requirements identified in Title 29 CFR 1910.120(a). This course has been awarded 1.34 Industrial Hygiene CE Points by the American Board of Industrial Hygiene-Apprais at Number 13734. This course is also eligible for 86 Continuance of Certification (COC) points from the Board of Certified Safety Professionals. 

IS-00120.a - An Introduction to Exercises	IS-00139 - Exercise Design
Christopher Holsinger	Christopher Holsinger
Emergency Management Institute  FEMA This Certificate of Achievement is to acknowledge that CHRISTOPHER R HOLSINGER has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00120.a An Introduction to Exercises Issued this 28th Day of February, 2019  Christopher Holsinger Emergency Management Institute	Emergency Management Institute  FEMA This Certificate of Achievement is to acknowledge that CHRISTOPHER R HOLSINGER has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00139 Exercise Design Issued this 19th Day of November, 2017  Christopher Holsinger Emergency Management Institute
IS-00200.HCa - Applying ICS to Healthcare Organizations	IS-00208.a - State Disaster Management
Christopher Holsinger / Danny Sides	Christopher Holsinger
Emergency Management Institute  FEMA This Certificate of Achievement is to acknowledge that CHRISTOPHER R HOLSINGER has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00200.HCa Applying ICS to Healthcare Organizations ICS-200 for Health Care/Hospitals Issued this 12th Day of March, 2017  Christopher Holsinger Emergency Management Institute	Emergency Management Institute  FEMA This Certificate of Achievement is to acknowledge that CHRISTOPHER R HOLSINGER has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00208.a State Disaster Management Issued this 19th Day of May, 2018  Christopher Holsinger Emergency Management Institute
IS-00235 - Emergency Planning	IS-00241.a - Decision Making and Problem Solving
Christopher Holsinger	Christopher Holsinger
Emergency Management Institute  FEMA This Certificate of Achievement is to acknowledge that CHRISTOPHER R HOLSINGER has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00235.a Emergency Planning Issued this 30th Day of January, 2017  Christopher Holsinger Emergency Management Institute	Emergency Management Institute  FEMA This Certificate of Achievement is to acknowledge that CHRISTOPHER R HOLSINGER has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00241.a Decision Making and Problem Solving Issued this 19th Day of March, 2018  Christopher Holsinger Emergency Management Institute
IS-00244.a - Developing and Managing Volunteers	IS-00703.a - NIMS Resource Management
Christopher Holsinger	Christopher Holsinger
Emergency Management Institute  FEMA This Certificate of Achievement is to acknowledge that CHRISTOPHER R HOLSINGER has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00244.a Developing and Managing Volunteers Issued this 28th Day of March, 2019  Christopher Holsinger Emergency Management Institute	Emergency Management Institute  FEMA This Certificate of Achievement is to acknowledge that CHRISTOPHER R HOLSINGER has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course: IS-00703.a NIMS Resource Management Issued this 15th Day of October, 2018  Christopher Holsinger Emergency Management Institute

**ASHBRITT INC. RESPONSE TO THE CITY OF PORT ORANGE, FL
RFP #16-22 FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES**

IS-00704 - NIMS Communications and Information Management	IS-00660 - Introduction to Public-Private Partnerships						
Christopher Holsinger	Christopher Holsinger						
Emergency Management Institute  FEDERAL EMERGENCY MANAGEMENT AGENCY FEDERAL BUREAU OF INVESTIGATION FEDERAL LAW ENFORCEMENT TRAINING CENTER FEDERAL RESERVE BANK FEDERAL RESERVE BANK OF ATLANTA FEDERAL RESERVE BANK OF BOSTON FEDERAL RESERVE BANK OF CHICAGO FEDERAL RESERVE BANK OF CINCINNATI FEDERAL RESERVE BANK OF CLEVELAND FEDERAL RESERVE BANK OF DALLAS FEDERAL RESERVE BANK OF DENVER FEDERAL RESERVE BANK OF KANSAS CITY FEDERAL RESERVE BANK OF LOS ANGELES FEDERAL RESERVE BANK OF MINNEAPOLIS FEDERAL RESERVE BANK OF NEW YORK FEDERAL RESERVE BANK OF OMAHA FEDERAL RESERVE BANK OF PHOENIX FEDERAL RESERVE BANK OF PORTLAND FEDERAL RESERVE BANK OF RICHMOND FEDERAL RESERVE BANK OF SAN FRANCISCO FEDERAL RESERVE BANK OF SEATTLE FEDERAL RESERVE BANK OF ST. LOUIS FEDERAL RESERVE BANK OF TAMPA FEDERAL RESERVE BANK OF WASHINGTON FEDERAL RESERVE BANK OF WASHINGTON, D.C. FEDERAL RESERVE BANK OF WISCONSIN FEDERAL RESERVE BANK OF WYOMING FEDERAL RESERVE BANK OF ALABAMA FEDERAL RESERVE BANK OF ARIZONA FEDERAL RESERVE BANK OF CALIFORNIA FEDERAL RESERVE BANK OF COLORADO FEDERAL RESERVE BANK OF CONNECTICUT FEDERAL RESERVE BANK OF DELAWARE FEDERAL RESERVE BANK OF FLORIDA FEDERAL RESERVE BANK OF GEORGIA FEDERAL RESERVE BANK OF HAWAII FEDERAL RESERVE BANK OF ILLINOIS FEDERAL RESERVE BANK OF INDIANA FEDERAL RESERVE BANK OF IOWA FEDERAL RESERVE BANK OF KENTUCKY FEDERAL RESERVE BANK OF LOUISIANA FEDERAL RESERVE BANK OF MAINE FEDERAL RESERVE BANK OF MARYLAND FEDERAL RESERVE BANK OF MASSACHUSETTS FEDERAL RESERVE BANK OF MICHIGAN FEDERAL RESERVE BANK OF MINNESOTA FEDERAL RESERVE BANK OF MISSISSIPPI FEDERAL RESERVE BANK OF MISSOURI FEDERAL RESERVE BANK OF MONTANA FEDERAL RESERVE BANK OF NEBRASKA FEDERAL RESERVE BANK OF NEVADA FEDERAL RESERVE BANK OF NEW HAMPSHIRE FEDERAL RESERVE BANK OF NEW JERSEY FEDERAL RESERVE BANK OF NEW MEXICO FEDERAL RESERVE BANK OF NEW YORK FEDERAL RESERVE BANK OF NORTH CAROLINA FEDERAL RESERVE BANK OF NORTH DAKOTA FEDERAL RESERVE BANK OF OHIO FEDERAL RESERVE BANK OF OKLAHOMA FEDERAL RESERVE BANK OF OREGON FEDERAL RESERVE BANK OF PENNSYLVANIA FEDERAL RESERVE BANK OF RHODE ISLAND FEDERAL RESERVE BANK OF SOUTH CAROLINA FEDERAL RESERVE BANK OF SOUTH DAKOTA FEDERAL RESERVE BANK OF TENNESSEE FEDERAL RESERVE BANK OF TEXAS FEDERAL RESERVE BANK OF UTAH FEDERAL RESERVE BANK OF VERMONT FEDERAL RESERVE BANK OF VIRGINIA FEDERAL RESERVE BANK OF WASHINGTON FEDERAL RESERVE BANK OF WISCONSIN FEDERAL RESERVE BANK OF WYOMING	Emergency Management Institute  FEDERAL EMERGENCY MANAGEMENT AGENCY FEDERAL BUREAU OF INVESTIGATION FEDERAL LAW ENFORCEMENT TRAINING CENTER FEDERAL RESERVE BANK FEDERAL RESERVE BANK OF ATLANTA FEDERAL RESERVE BANK OF BOSTON FEDERAL RESERVE BANK OF CHICAGO FEDERAL RESERVE BANK OF CINCINNATI FEDERAL RESERVE BANK OF CLEVELAND FEDERAL RESERVE BANK OF DALLAS FEDERAL RESERVE BANK OF DENVER FEDERAL RESERVE BANK OF KANSAS CITY FEDERAL RESERVE BANK OF LOS ANGELES FEDERAL RESERVE BANK OF MINNEAPOLIS FEDERAL RESERVE BANK OF NEW YORK FEDERAL RESERVE BANK OF OMAHA FEDERAL RESERVE BANK OF PHOENIX FEDERAL RESERVE BANK OF PORTLAND FEDERAL RESERVE BANK OF RICHMOND FEDERAL RESERVE BANK OF SAN FRANCISCO FEDERAL RESERVE BANK OF SEATTLE FEDERAL RESERVE BANK OF ST. LOUIS FEDERAL RESERVE BANK OF TAMPA FEDERAL RESERVE BANK OF WASHINGTON FEDERAL RESERVE BANK OF WASHINGTON, D.C. FEDERAL RESERVE BANK OF WISCONSIN FEDERAL RESERVE BANK OF WYOMING FEDERAL RESERVE BANK OF ALABAMA FEDERAL RESERVE BANK OF ARIZONA FEDERAL RESERVE BANK OF CALIFORNIA FEDERAL RESERVE BANK OF COLORADO FEDERAL RESERVE BANK OF CONNECTICUT FEDERAL RESERVE BANK OF DELAWARE FEDERAL RESERVE BANK OF FLORIDA FEDERAL RESERVE BANK OF GEORGIA FEDERAL RESERVE BANK OF HAWAII FEDERAL RESERVE BANK OF ILLINOIS FEDERAL RESERVE BANK OF INDIANA FEDERAL RESERVE BANK OF IOWA FEDERAL RESERVE BANK OF KENTUCKY FEDERAL RESERVE BANK OF LOUISIANA FEDERAL RESERVE BANK OF MAINE FEDERAL RESERVE BANK OF MARYLAND FEDERAL RESERVE BANK OF MASSACHUSETTS FEDERAL RESERVE BANK OF MICHIGAN FEDERAL RESERVE BANK OF MINNESOTA FEDERAL RESERVE BANK OF MISSISSIPPI FEDERAL RESERVE BANK OF MISSOURI FEDERAL RESERVE BANK OF MONTANA FEDERAL RESERVE BANK OF NEBRASKA FEDERAL RESERVE BANK OF NEVADA FEDERAL RESERVE BANK OF NEW HAMPSHIRE FEDERAL RESERVE BANK OF NEW JERSEY FEDERAL RESERVE BANK OF NEW MEXICO FEDERAL RESERVE BANK OF NEW YORK FEDERAL RESERVE BANK OF NORTH CAROLINA FEDERAL RESERVE BANK OF NORTH DAKOTA FEDERAL RESERVE BANK OF OHIO FEDERAL RESERVE BANK OF OKLAHOMA FEDERAL RESERVE BANK OF OREGON FEDERAL RESERVE BANK OF PENNSYLVANIA FEDERAL RESERVE BANK OF RHODE ISLAND FEDERAL RESERVE BANK OF SOUTH CAROLINA FEDERAL RESERVE BANK OF SOUTH DAKOTA FEDERAL RESERVE BANK OF TENNESSEE FEDERAL RESERVE BANK OF TEXAS FEDERAL RESERVE BANK OF UTAH FEDERAL RESERVE BANK OF VERMONT FEDERAL RESERVE BANK OF VIRGINIA FEDERAL RESERVE BANK OF WASHINGTON FEDERAL RESERVE BANK OF WISCONSIN FEDERAL RESERVE BANK OF WYOMING						
IS-00775 - EOC Management and Operations	National EMS Certification						
Christopher Holsinger	Christopher Holsinger						
Emergency Management Institute  FEDERAL EMERGENCY MANAGEMENT AGENCY FEDERAL BUREAU OF INVESTIGATION FEDERAL LAW ENFORCEMENT TRAINING CENTER FEDERAL RESERVE BANK FEDERAL RESERVE BANK OF ATLANTA FEDERAL RESERVE BANK OF BOSTON FEDERAL RESERVE BANK OF CHICAGO FEDERAL RESERVE BANK OF CINCINNATI FEDERAL RESERVE BANK OF CLEVELAND FEDERAL RESERVE BANK OF DALLAS FEDERAL RESERVE BANK OF DENVER FEDERAL RESERVE BANK OF KANSAS CITY FEDERAL RESERVE BANK OF LOS ANGELES FEDERAL RESERVE BANK OF MINNEAPOLIS FEDERAL RESERVE BANK OF NEW YORK FEDERAL RESERVE BANK OF OMAHA FEDERAL RESERVE BANK OF PHOENIX FEDERAL RESERVE BANK OF PORTLAND FEDERAL RESERVE BANK OF RICHMOND FEDERAL RESERVE BANK OF SAN FRANCISCO FEDERAL RESERVE BANK OF SEATTLE FEDERAL RESERVE BANK OF ST. LOUIS FEDERAL RESERVE BANK OF TAMPA FEDERAL RESERVE BANK OF WASHINGTON FEDERAL RESERVE BANK OF WASHINGTON, D.C. FEDERAL RESERVE BANK OF WISCONSIN FEDERAL RESERVE BANK OF WYOMING FEDERAL RESERVE BANK OF ALABAMA FEDERAL RESERVE BANK OF ARIZONA FEDERAL RESERVE BANK OF CALIFORNIA FEDERAL RESERVE BANK OF COLORADO FEDERAL RESERVE BANK OF CONNECTICUT FEDERAL RESERVE BANK OF DELAWARE FEDERAL RESERVE BANK OF FLORIDA FEDERAL RESERVE BANK OF GEORGIA FEDERAL RESERVE BANK OF HAWAII FEDERAL RESERVE BANK OF ILLINOIS FEDERAL RESERVE BANK OF INDIANA FEDERAL RESERVE BANK OF IOWA FEDERAL RESERVE BANK OF KENTUCKY FEDERAL RESERVE BANK OF LOUISIANA FEDERAL RESERVE BANK OF MAINE FEDERAL RESERVE BANK OF MARYLAND FEDERAL RESERVE BANK OF MASSACHUSETTS FEDERAL RESERVE BANK OF MICHIGAN FEDERAL RESERVE BANK OF MINNESOTA FEDERAL RESERVE BANK OF MISSISSIPPI FEDERAL RESERVE BANK OF MISSOURI FEDERAL RESERVE BANK OF MONTANA FEDERAL RESERVE BANK OF NEBRASKA FEDERAL RESERVE BANK OF NEVADA FEDERAL RESERVE BANK OF NEW HAMPSHIRE FEDERAL RESERVE BANK OF NEW JERSEY FEDERAL RESERVE BANK OF NEW MEXICO FEDERAL RESERVE BANK OF NEW YORK FEDERAL RESERVE BANK OF NORTH CAROLINA FEDERAL RESERVE BANK OF NORTH DAKOTA FEDERAL RESERVE BANK OF OHIO FEDERAL RESERVE BANK OF OKLAHOMA FEDERAL RESERVE BANK OF OREGON FEDERAL RESERVE BANK OF PENNSYLVANIA FEDERAL RESERVE BANK OF RHODE ISLAND FEDERAL RESERVE BANK OF SOUTH CAROLINA FEDERAL RESERVE BANK OF SOUTH DAKOTA FEDERAL RESERVE BANK OF TENNESSEE FEDERAL RESERVE BANK OF TEXAS FEDERAL RESERVE BANK OF UTAH FEDERAL RESERVE BANK OF VERMONT FEDERAL RESERVE BANK OF VIRGINIA FEDERAL RESERVE BANK OF WASHINGTON FEDERAL RESERVE BANK OF WISCONSIN FEDERAL RESERVE BANK OF WYOMING	NEW 1975-2011  National Registry of Emergency Medical Technicians® THE NATION'S EMS CERTIFICATION™ hereby certifies that Christopher R. Holsinger has obtained National EMS Certification as an EMS professional at the level designated below <table><tr><td>Registry No.</td><td>Expiration Date</td><td>Provider Level</td></tr><tr><td></td><td>03/31/2015</td><td>EMT</td></tr></table> Use this number on all correspondence to the National Registry.  Executive Director	Registry No.	Expiration Date	Provider Level		03/31/2015	EMT
Registry No.	Expiration Date	Provider Level					
	03/31/2015	EMT					
Hot Weather Injuries Certification	Cold Weather Injuries Certification						
Charles Knight	Charles Knight						
Certificate of Completion By the authority of the Naval Education and Training Command this certifies that Charles Edward KNIGHT has successfully completed all requirements and criteria provided by the course in Hot Weather Injuries Issued at: Command: 40010001 Activity: 40010001 Activity: 40010001 Activity: 40010001 THIS CERTIFICATION IS DATED ON August 27, 2014 (Signed) Joseph F. Williams Master Sergeant, U.S. Navy  	Certificate of Completion By the authority of the Naval Education and Training Command this certifies that Charles Edward KNIGHT has successfully completed all requirements and criteria provided by the course in Cold Weather Injuries Issued at: Command: 40010001 Activity: 40010001 Activity: 40010001 Activity: 40010001 THIS CERTIFICATION IS DATED ON August 27, 2014 (Signed) Joseph F. Williams Master Sergeant, U.S. Navy  						
Antiterrorism Level I Awareness Training	Consequence Management - Disaster Course						
Charles Knight	Charles Knight						
Certificate of Completion By the authority of the Naval Education and Training Command this certifies that Charles Edward KNIGHT has successfully completed all requirements and criteria provided by the course in Antiterrorism Level I Awareness Training for Service Members/Gov't Civilians (OCONUS) (HIGH THREAT) Issued at: Command: 40010001 Activity: 40010001 Activity: 40010001 Activity: 40010001 THIS CERTIFICATION IS DATED ON August 27, 2014 (Signed) Joseph F. Williams Master Sergeant, U.S. Navy  	 JOINT INTERAGENCY TRAINING CENTER - WEST  By the Authority of the Director this is to certify that Charles Knight has completed all course requirements and is deemed a graduate of the Consequence Management - Disaster Course 18 - 22 April 2005  23 April 2005 						

**ASHBRITT INC. RESPONSE TO THE CITY OF PORT ORANGE, FL
RFP #16-22 FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES**

40Hour HAZWOPER Certification	Joint Humanitarian Operations Course
Matt Gierden	Charles Knight
	
Logistics Management Certificate	FL-601 Preliminary Damage Assessment
Charles Knight	Bryan Jansen
	
G-191 - Incident Command System/Emergency Operations Center (ICS/EOC) Interface	Local Volunteer and Donations Management
Bryan Jansen	Bryan Jansen
	
Management of Spontaneous Volunteers in Disasters	Certified Master Arborist/ Certified Arborist, Intl. Society of Arboriculture
Bryan Jansen	Eric Davis / Jose Infante / James Brock / Dean Sutton
	

**ASHBRITT INC. RESPONSE TO THE CITY OF PORT ORANGE, FL
RFP #16-22 FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES**

Construction Operating Membership Education Training	Broward County Tree Pruning Lic: B-179
Ed Stowitts / Jeff Spoerl / Mike Harris / Rick Koebeke	Daniel D'Emidio / Richie Bensch
	
Florida Intermediate Work Zone Traffic Control	Ethics Training Workshop – Lead2Succeed
Danny Demidio / Rich Bensch	Tom Credle
	
Fall Protection - Ladder Safety & Scaffolding Certificates	Job Hazard Analysis Training
Charles Knight / Ralph Dahlgren / Matt Gierden / Tim Mooney / Rob Ray	Charles Knight
	
G-278-Benefit-Cost Analysis: Entry-Level Training	G-400-Advanced Incident Command System and General Staff: Complex Incidents
Christopher Holsinger	Christopher Holsinger
	

Antiterrorism Level I Awareness Training Charles Knight / Rob Ray / Matt Gierden 	FL-601-Preliminary Damage Assessment Christopher Holsinger 
G-300-Intermediate Incident Command System for Expanding Incidents Christopher Holsinger 	G-272-Warning Coordination Christopher Holsinger 
G-202-Debris Management Christopher Holsinger 	G-393-Mitigation for Emergency Managers Christopher Holsinger 

**ASHBRITT INC. RESPONSE TO THE CITY OF PORT ORANGE, FL
RFP #16-22 FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES**

L-948-Situational Awareness and Common Operating Picture	FI-603 Public Assistance Grant Program
Christopher Holsinger	Christopher Holsinger/ Matt Gierden
	
32 Professional Development Hours Certificate	FEMA PDAT Training
Rob Ray	Christopher Holsinger
	
Recycle Florida Today Certificate	Logistics Management In Disasters
Ralph Dahlgren	Ralph Dahlgren
	
OSHA First Responder Operations	Logistics Management in Disasters
Christopher Holsinger	Ralph Dahlgren
	

**ASHBRITT INC. RESPONSE TO THE CITY OF PORT ORANGE, FL
RFP #16-22 FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES**

• **Insurance Certificate**

Client#: 1095194		ASHBRINC	
ACORD™		CERTIFICATE OF LIABILITY INSURANCE	
		DATE (MM/DD/YYYY) 5/27/2016	
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 USI Insurance Services, LLC 500 Columbia Drive, Ste 102 West Palm Beach, FL 33409-2718 561 693-0500		CONTACT NAME: Curtis Weaver PHONE (A/C, No, Ext): 561-693-0500 FAX (A/C, No): E-MAIL ADDRESS:	
INSURED AshBritt, Inc 565 East Hillsboro Blvd Deerfield Beach, FL 33441		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Starr Surplus Lines Insurance	
		INSURER B: Federal Insurance Company	
		INSURER C: Starr Indemnity & Liability Co	
		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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:	X	X	1000065645161	05/22/2016	05/22/2017	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 \$2,000,000 PRODUCTS - COMP/OP AGG \$
C	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	X	X	SISIPCA08263216	05/22/2016	05/22/2017	COMBINED SINGLE LIMIT (Fa 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 \$	X	X	1000336529161	05/22/2016	05/22/2017	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	004472753903	05/22/2016	05/22/2017	☒ 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
A	Pollution	X	X	1000065645161	05/22/2016	05/22/2017	\$1,000,000 per occ
A	Professional	X	X	1000065645161	05/22/2016	05/22/2017	\$1,000,000 per claim
B	Equipment			06639855	05/22/2016	05/22/2017	See Desc of Operations
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) 10 Days Notice for non payment; 30 Days Notice All Other. General Liability, Professional and Pollution includes Primary and Non-contributory, Additional Insured and Waiver of Subrogation. Auto policy includes Pollution, Broadened coverage and Waiver of Right of recovery Against us. Workers' Compensation includes Waiver of our Right to Recover. Equipment Coverage \$81,616, leased/borrowed or rented \$500,000 limit including wind. (See Attached Descriptions)							

CERTIFICATE HOLDER	CANCELLATION
City of Port Orange 1000 City Center Circle Port Orange, FL 32129	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

ACORD 25 (2014/01) 1 of 2
#S17929828/M17885718

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AUMHJ

DESCRIPTIONS (Continued from Page 1)

RFP #16-22 Disaster Removal and Disposal Services.

SAGITTA 25.3 (2014/01) 2 of 2
#S17929828/M17885718

Tab D. Financial Stability/Litigation

■ Financial Capability & Resources



Financial stability is the hub of the disaster debris business wheel. It is the element that everything revolves around. Financial liquidity and an abundance of assets are critical to recovery success; access to immediate operational funds, and in many cases longer-term credit, is the lifeblood of response and recovery endeavors that propels all activities forward toward getting the job done. AshBritt, as the following financial overview illustrates, is financially sound and has the capital strength to accommodate the increased cash-flow demands at the inception of and throughout any scale disaster recovery mission adequately. We possess the financial capacity and wherewithal to assume extensive and substantial expenditures for prolonged periods (historically exceeding 150 days in

some instances) before receiving any available, eligible funds for our response and recovery services. This capability profoundly serves our clients by allowing the response and recovery efforts to commence and progress without unnecessary delay. The rapidity and continuity with which we can perform, in turn, alleviates the client's internal administrative burdens and political pressures, amongst other immediate hardships. In other words, following any large-scale, widespread disaster event, the City's resources, infrastructure, and processes may become overwhelmed. Reliable financial support and sound management and judgment at this time are vital to cure this paralyzed state, creating a recovery framework and bridging the gap between upheaval and normalcy. AshBritt is a proven nationwide disaster response and recovery-partnering firm with substantial financial resources, human capital, technological capabilities and business references. Our historical record and our supporting financial documentation clearly validate these strengths. In the letter from our bonding company, they state:

"It is the privilege of Liberty Mutual Insurance Company to provide surety support for AshBritt, Inc. In the past, AshBritt, Inc. has successfully completed single projects in the \$500,000,000.00 range with an overall program of \$650,000,000.00 US Dollars."

AshBritt possesses one of the most reputable records for ensuring that all of our employees, subcontractors, consultants, and independent contractors are paid expeditiously and in full. A casual examination of the disaster debris management industry and the myriad firms claiming to deliver these services, will quickly uncover much anecdotal and real evidence of unscrupulous behavior with respect to prime contractors (and subcontractors with tiered subs under them) not paying entirely, not paying at all, or excessively delaying payments, as well as a host of other undesirable business practices. We simply have zero tolerance for this way of conducting business and, as such, AshBritt and our clients have enjoyed the benefits of doing it right and the upstanding reputation that follows. As one testament to our values, we have never had a Payment Bond called for neglect of our financial responsibilities, nor have we had a Performance Bond called. Our billing terms are typically net 30, yet, we have and can "underwrite" funds as necessary to keep any project progressing, and on track to serve the best interest of our clients and the communities-at-large. With our own capital reserves and our significant line of credit, as well as the ability to draw on a deep well of resources from some of our long-standing business partners, we can maintain and finance full operational capability of multiple, large, and extended projects. Our ability to ramp-up and maintain a strong, steady workforce during the Hurricane Sandy (2012) mission in New Jersey and Hurricane Katrina (2005) recovery mission in Louisiana and Mississippi is a solid testament to our financial capabilities. During these events, AshBritt was able to sustain an operation that quickly skyrocketed into the hundreds of millions. More recently, AshBritt completed operations for (7) clients prior to submitting a single invoice totaling over \$23,000,000 in response to the 2014 Winter Storm Pax Event in South Carolina and Georgia.

■ **Bank Letter**



Bank of America, N.A.

April 28, 2016

To: City of Port Orange, Florida
1000 City Center Circle
Port Orange, FL 32129

Re: ASHBRIIT INC
565 E HILLSBORO BLVD
DEERFIELD BEACH FL 334413543

I, Kimberly Bryson, a Senior Vice President of Bank of America, N.A. ("Bank of America"), confirm that ASHBRIIT INC. maintains balances with Bank of America in the eight figures. ASHBRIIT INC. has a Low to Mid Eight Figure Line of Credit Facility with Bank of America that has been handled as agreed.

This information is being delivered to you at the request of ASHBRIIT INC. Please note that the information set forth in this letter is subject to change without notice, and is provided in strictest confidence to you for this limited purpose and your use only, without any responsibility, guarantee, commitment or liability on the part of Bank of America, its affiliates or any of its or its affiliates' directors, officers or employees. Bank of America cannot provide any credit ratings or opinions of the creditworthiness of Ashbriit, and the above information does not constitute an opinion of Bank of America of the ability of ASHBRIIT INC. to successfully perform any obligations under any agreement it may enter into with you, Bank of America or any other entity. Finally, Bank of America undertakes no responsibility to update the information set forth in this letter.

If you have any additional questions, please do not hesitate to contact me.

Regards,

A handwritten signature in blue ink, appearing to read "K. Bryson".

Kimberly Bryson
Senior Vice President
954-765-2144

401 E. Las Olas Blvd., 9th Floor
FL 6-812-09-01
Fort Lauderdale, FL 33301

♻ Recycled Paper

■ **Bond-Ability Letter**



Gabe Schlappi
Bond Manager

2055 Sugarloaf Circle
Duluth, GA 30097
678.417.3829

May 23, 2016

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

Re: AshBritt, Inc.

Dear Sir/Madam:

It is the privilege of Liberty Mutual Insurance Company to provide surety support for AshBritt, Inc. In the past, AshBritt, Inc. has successfully completed single projects in the \$500,000,000. range with an overall program of \$650,000,000 US Dollars.

Should any projects be awarded to and accepted by AshBritt, Inc. we are prepared to provide the required bonds on their behalf. Our support is conditioned upon completion of the underwriting process, including satisfactory review of contract documents, confirmation of financing and our ongoing review of the operational and financial capacity of AshBritt, Inc.

We are pleased to share with you our favorable experience and high regard for AshBritt, Inc. This letter is not an assumption of liability and is issued only as a prequalification reference request from our client. It should be understood that any arrangement for bonds is strictly a matter between AshBritt, Inc. and Liberty Mutual Insurance Company.

Liberty Mutual Insurance Company is listed on the U.S. Treasury Department's Listing of Approved Sureties (2005 Department Circular 570). Liberty Mutual Insurance Company is rate A (Excellent) Financial Size Category XV (\$2 Billion or greater) by A.M. Best Company.

Sincerely,

LIBERTY MUTUAL INSURANCE COMPANY

A handwritten signature in blue ink that reads "Gabe Schlappi".

Gabe Schlappi
Bond Manager

Member of Liberty Mutual Group

■ ***Litigation Summary***

Attached hereto is a list of all cases, claims, arbitrations, administrative hearings, regulatory actions and lawsuits filed, pending or resolved in the last five years which AshBritt has been a party to, whether as plaintiff or defendant. The list includes a detailed description of the matter and its outcome or status.

Ashbritt has never had any contract awarded by another governmental agency terminated for default. Ashbritt has had contracts terminated early solely because the governmental agency decided to solicit new pre-event emergency management and debris removal contracts prior to the expiration of the existing contract. This practice is common among government agencies due to new procurement regulations and other factors.

Based on media reports, in 2013, the State of New Jersey, Office of the State Comptroller (“OSC”), initiated an investigation of the mileage charges incurred by various Ocean County municipalities calculated and approved by their debris monitoring firms for the hauling of Superstorm Sandy debris. AshBritt fully cooperated with the OSC in its investigation. The investigation largely focused on the third party monitoring firms’ calculations of the mileage from the temporary debris management sites to the final disposal site at the Ocean County Landfill (“OCL”). The third party debris monitoring firms retained by the municipalities were solely responsible for calculating the shortest drivable route and to then verify that distance. AshBritt relied on the mileage calculations of the debris monitoring firms in preparing its invoices. The third party monitoring firms’ particular selection of the route and calculation of the total mileage was questioned in the investigation, including whether the distance inside the OCL should be included. Another issue concerned gaps in the tiered ROW mileage chart as per the contract, particularly whether the mileage distances between 15.1-15.9 miles belonged in the below 15 miles category or the 16 and above miles category. AshBritt’s invoices, as per standard industry practice, were based on the monitoring firms’ calculations, recommendations and verification. In certain instances, the monitoring firms’ calculations were deemed incorrect, which thus affected the amount billable on some of AshBritt’s invoices.

During the course of the OSC investigation, and as a result of the errors made by the third party monitoring firms, AshBritt voluntarily adjusted its invoices once it became aware of the monitoring firms errors. AshBritt had already credited any affected clients before the conclusion of the investigation, which adjustments were less than 1 percent of the total contract dollar value. The monitoring firms’ errors also cost AshBritt money as it did not seek any reimbursement from subcontractors paid based on the erroneous mileage calculations, nor did Ashbritt deduct any money from retainage held for those subcontractors. Since then, AshBritt has advised its municipal clients that if gaps exist in the tiered mileage reimbursement chart to find out how their monitoring firm plans on addressing the gap, and/or to amend their contracts to address any gaps. As most contracts are the result of public procurements, AshBritt has also attempted to educate municipal authorities when ambiguities exist in their bid documents and to clarify in its responses what distances should be included in the calculation of the mileage for reimbursement purposes. As always, AshBritt will continue to cooperate with municipal authorities, and their monitoring firms, to insure that mileage distances are calculated correctly and to assist in obtaining FEMA reimbursement therefore.

AshBritt, Inc. Litigation Statement & Summary

AshBritt, Inc. Claims, Arbitrations, Administrative Hearings, and Lawsuits (Filed, Pending or Resolved Past 5 Years as of April 29, 2016)

Source: Moskowitz, Mandell, Salim & Simowitz, P.A., Ft. Lauderdale, FL

<u>Date Served</u>	<u>Pleading</u>	<u>Case Name/Subject Matter Description</u>	<u>Case ID</u>	<u>Monetary Claim & Status</u>	<u>Project Name, if any</u>
04/21/15	Complaint	James Hunt v. Ashbritt, Inc., et al. Negligence, damage to real and personal property	Docket No. OCN-L-3364-14 Superior Court of New Jersey, Las Division: Ocean County	Dismissed with prejudice by Plaintiff. Damages greater than \$75,000 claimed.	Superstorm Sandy
12/30/14	Complaint	DRC Emergency Services, LLC v. Ashbritt, Inc. Claim for defamation and other tort/statutory Claims	14-cv-6294-Dimitrouleas/Snow United States District Court for the Southern District of Florida	Dismissed without prejudice. Damages greater than \$75,000 claimed.	Various competitive procurements
11/03/14	Statement of Small Claim	Patricia White v. Ashbritt Environmental, Inc. and Warwick Tree Services Claim for damage to real property	Docket No. 14SC3711 District Court of Massachusetts Springfield Division	Resolved, \$7,050.	Massachusetts Winter Storm
01/08/14	Complaint	Bradley Diem v. Ashbritt, Inc., et al. Personal Injury	Docket No. OCN-L-3783-13 Superior Court of New Jersey, Law Division: Ocean County	Pending, insurance company defending, damages unstated.	Superstorm Sandy
10/30/13	Complaint	Karey D. Amick, et al. v. Ashbritt Environmental, et al. Retainage Claim	Docket No. CUM-L-000936-13 Superior Court of New Jersey, Law Division: Cumberland County	Resolved, \$86,000.	Superstorm Sandy
10/01/13	Complaint	Walter Friedauer & Robert Friedauer as Executors of the Estate of Paul Friedauer v. Ashbritt, Inc., et al. Automobile Negligence	Docket No. OCN-L-3506-13 Superior Court of New Jersey, Law Division: Monmouth County	Pending, insurance company defending, damages unstated.	Superstorm Sandy

**ASHBRITT INC. RESPONSE TO THE CITY OF PORT ORANGE, FL
RFP #16-22 FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES**

<u>Date Served</u>	<u>Pleading</u>	<u>Case Name/Subject Matter Description</u>	<u>Case ID</u>	<u>Monetary Claim & Status</u>	<u>Project Name, if any</u>
09/19/13	Complaint	Mansour v. True North and Ashbritt, Inc. Alleged Employment Discrimination Action By Employee of Monitoring Firm	Docket No. OCN-L-2239-13 Superior Court of New Jersey; Law Division: Ocean County	Dismissed, by Court Order, damages unstated.	Superstorm Sandy
01/15/13	Statement of Small Claim	Patricia White v. Ashbritt, Inc. Claim for damage to real property	Docket No. 1323SC0119 District Court of Massachusetts, Springfield Division	Dismissed, without Prejudice. Damages less than \$10,000 claimed.	Massachusetts Winter Storm
02/11/11	Complaint	JGT, Inc. v. Ashbritt, Inc. Subcontractor claim	Case No. 11-cv-60320-DLG USDC Southern District of Florida	Resolved, settlement confidential. Damages greater than \$75,000 claimed.	Katrina/Mississippi
02/10/11	Complaint	Lideres Group, Inc. d/b/a Advanced Industrial Services v. Ashbritt, Inc. Subcontractor claim	Case No. 11-CV-0215 District Court, 10 th Jud. Dist., Galveston County, Texas	Resolved, settlement confidential. Damages greater than \$75,000 claimed.	Haiti Recovery

Tab E. Engagement Approach and Schedule

■ Project Management Approach

Disaster debris stream quantities, makeup, and overall post-disaster conditions will *always* vary. AshBritt will respond individually and proportionately to any recovery with the appropriate personnel, organizational structure, equipment assets, communications structure, resources, and systematic plans for execution. For a large-scale recovery operation, we will deploy a broad, mostly specialized Project Management Team (PMT) to handle the complexity of an expanded recovery mission. For smaller events, when the recovery response is limited to the collection of vegetative debris, we will deploy a smaller PMT. During a minor recovery event, the Project Manager will assume a greater share of responsibilities. Further, any deployed PMT will likely expand and contract over the course of the recovery, smoothly transitioning to achieve the optimal level of personnel. AshBritt explicitly assures the City that the management deployed for any recovery in the City will be dedicated and sufficient to design the best Management and Operations Plan to meet the City's needs. As the City's current and future contractor, the following standards, at a minimum, will be upheld by any recovery efforts in which we may be called upon to assist the City:

- **Rapid Deployment & Accessibility.** The quantity and quality of resources deployed to the City, as well as the speed of deployment of these, will meet or exceed AshBritt's commitment to the City. We will make a full and concerted effort to effect an expeditious, safe and cost-effective recovery. Additionally, our senior management will be available 24/7 throughout the course of the project via various communication channels.
- **Common Framework.** As a known part of a larger effort and mutual aid response, best practices of cooperation, clear communication, collaboration, accountability and efficient use of shared and owned resources will be followed. Flexibility, visibility, and accessibility will be maintained.
- **Project Responsibility.** AshBritt senior management, whether a large or small team is deployed, will have full responsibility and the authority to direct all subcontractors and teaming partners who are involved in the recovery efforts. Management will be solely responsible for all means, methods, operations, safety matters, and other project procedures over ourselves and all subcontractors.
- **Regulatory Compliance.** All activities related to every aspect of the recovery operation will be conducted according to Federal (FEMA), Florida Statutes, the City of Port Orange laws, regulations, and guidelines. Any deviation from the guidelines, whether through negligence or willful intent, will be addressed and adjudicated immediately and decisively, as well as reported completely and promptly.
- **Self-Sufficiency.** AshBritt staff and subcontractors will maintain self-sufficiency with regards to housing, sanitation, food, and lodging, as well as equipment safety, maintenance, repair and fuel by means that are consistent with local requirements and with common sense to minimize adverse effects and further disruption in the City of Port Orange.
- **Timely and Accurate Reporting.** Daily, weekly or other cumulative reporting, accounting and attendant reconciliations will satisfy the state's standards. The best available support technology and systems will be used. Moreover, all data, documentation, and invoices will be timely, accurate, and audit quality. Transparency of the documentation and reporting process will be accomplished through our full client access to our Disaster Information Management System (DIMS).
- **Financial Control & Integrity.** AshBritt, via the employment of our Standard Operating Procedures and plans, and the administration and enforcement of such by our PMT, will ensure the most efficacious and cost-effective means of recovery performance. Further, with our sound financial standing, lines of credit, and streamlined DIMS tracking system, we will be able to rapidly and accurately compensate our subcontractors during the outset of any disaster event. Moreover, DIMS seamlessly segregates debris quantities (and types) from multiple contracts, including Federal Highway Administration (FHWA) debris quantities where applicable if a Presidentially Declared Disaster is lacking.

- **Qualified Technical Assistance.** Guidance offered by our *Technical Assistance Team* will be timely, consistent, thorough, and accurate, resulting in the full realization and reimbursement of all eligible claims in the shortest possible time frame. A select group of our team has worked for the Florida Division of Emergency Management and administered programs for FEMA Region IV. This knowledge will further assist the needs of our clients. The *Team* will participate to the greatest extent allowable by the local, state, and federal authorities to offer support and assistance throughout the funding process while at the same time maintaining the highest level of neutrality and integrity.
 - **Safety & Health.** AshBritt abides by all OSHA regulations and other federal agency guidelines when conducting an operation. AshBritt will have a Safety Officer on duty at all times. Operational safety, health, and accident prevention measures will be in effect and reinforced daily by all active personnel. These measures and procedures will be reiterated weekly during planning meetings, or as needed. All PMT members and all AshBritt personnel, not just our Safety Officer, will be empowered to address any potentially unsafe conditions or actions. Immediate and swift action will be taken to correct any safety deficiency while maintaining the utmost respect for all members of our workforce. The safety of citizens will be considered paramount.
 - **Deficiency Response.** Project deficiencies (public or private collateral damage) will be posted, tracked, and reported promptly to the City. Reports will fully describe the deficiency, supply evidence of a 24-hour response to the conflict resolution, and of the corrective action to prevent future occurrences. Releases of repair or monetary settlements will be provided to the City in a timely fashion.
 - **Project Organization.** The recovery will proceed in accordance with a flexible, modular, coordinated and objective plan of action that can be easily adjusted or scaled to accommodate an ever-changing recovery environment and mission. Operations will be efficient, unified, and cost-effective, meeting the full and utter approval of the City. Deviations from the City's expectations or standards will be corrected in the shortest time possible.
- **Quality Control Plan**
 - **Site Quality Control & Assurance Overview**

AshBritt employs a team of Quality Assurance/Quality Control Representatives (QCR) to monitor the overall safety and quality of the operations in the affected work area (debris collection zones, debris management sites, and other public or private property, as applicable). Also, they will coordinate managing sub-consultants. QCRs enforce FEMA guidelines for debris eligibility, safety, project work rules, compliance with applicable laws, and timely follow-up to homeowner complaints and concerns, as well as specific City requests. Our subcontractors are held accountable for repairing all collateral damages (both public and private) as a result of their negligence or accidents while carrying out the recovery.

We encourage subcontractors to take due care when conducting cleanup operations; still some damage is unavoidable. We urge them to complete repairs within their capabilities immediately after they occur. If not discovered or when not feasible, our QCRs will respond to research and to ameliorate the situation. As a rule, QCRs will contact the person(s) making claims regarding damages within 24 hours of receiving said claim. Often contact is made sooner. Our Quality Control Manager tracks all damage claims (deficiencies) utilizing our advanced recovery tracking program (DIMS) and ensures that proper follow-through is conducted with incidents that warrant prolonged attention. They assign, as needed, QCRs to particular cases. After exhaustive investigation and communication, our QCRs, Operational Supervisors (OS) and claimants discuss information such as the method of repair and timeline for completion.

*** Quality Control Representative Duties***

Oversee

- Staging Areas • Crew Certification • Crew Coordination
• Collection Zones • Crew Navigation • All Damage Reports and Settlements.

Enforce

- Our “clean as you go” Policy • Traffic Control and Debris Security Policies • Safety and Environmental Plans • Work Hours • Zone Collection Boundaries with Corrective Action for Violation.

Execute

- Random Equipment and Vehicle Inspections • Tool-box Safety Meetings in the Field.

Coordinate

- Field Operations with Other Contractors • Monitoring
• Compiling Spot Check Field Documentation/Reporting.

Essential Function

- Field Liaisons for our Senior Management • Monitor and Report any Threats to Public Health and Safety • Track the overall Progress of the Cleanup • Ensure our Collection Passes are carried out efficiently and safely.

We are committed to repairing all damages expeditiously. Our QCRs obtain signed unconditional releases upon the resolution of each property damage claim. These indemnify the City and AshBritt from future actions associated with the claim. A *Deficiency Tracking Report* and copies of any executed releases will be provided to the City on a weekly basis and at the end of the project for appropriate closeout.

AshBritt will ensure that all surface damage, such as rutting and pavement damage attributed to our subcontractors will be filled to grade with like material and repaired to pre-damage conditions. We will diligently investigate and repair all damage caused by our equipment to existing grade, road shoulders, sidewalks, drainage, structures, trees, shrubs, grassed areas, landscaped and other improved property, et cetera.

Our crews and all field personnel are mandated to preserve and protect, to the best of their abilities, all existing structures, infrastructures, vegetation on or adjacent to the area of work (curbside or otherwise). We will repair or replace with like materials all damaged mailboxes on the same day that the damage occurs, to the best of our abilities. QCRs through field supervisory vigilance will ensure to

the best of their abilities that all staff and subcontractors providing service to the City will adhere to AshBritt’s high standards of operations.

▪ ***Safety, Quality & Environmental Control Overview***

It is paramount to AshBritt to conduct our work with the highest levels of safety, quality, and environmental stewardship. We hold all of our employees and subcontracting partners responsible for meeting these standards. We enforce comprehensive Health & Safety, Quality Control, and Environmental Control Plans on all of our personnel. AshBritt shall supervise and direct the work, using skilled labor and proper equipment for all tasks. AshBritt considers safety and environmental concerns seriously in any disaster recovery operation, and we have an impeccable record to show for it.

During our management of Hurricane Katrina under the USACE, we maintained a less than 0.01 percent of lost-time injuries to total man-hours worked. Additionally, in managing over 49 DMS, we had negligible environmental impacts. Given the scope of that mission, these statistics are extraordinary and a testament to our commitment to safe and responsible practices.

We pride ourselves on continually training our personnel, as well as extending that knowledge to our subcontractors through written plans, on-the-job training, and outside education. All of our management staff is NIMS and ICS certified, and our field personnel are HAZWOPER and OSHA 40 certified. Some hold other more specialized distinctions, as well, such as Certified Arborist. More important than any written plan or certificates of training, however, is their application. It is the vigilance and diligence that our safety managers, supervisors, quality control personnel, and all other staff and partners exhibit in the field that leads to our unparalleled achievements.

On all projects, we encourage and foster an environment of best safety practices and individual responsibility, with a swift and appropriate system for rewards and penalties commensurate with all work actions. Our plans collectively encompass some of these key aspects:

- Safe work practices
- Accident prevention education
- Safe certification of all operating equipment and follow-up inspections
- Debris transportation supervision by our QCRs to prevent overloading and falling debris
- Traffic control to include flag-persons and traffic maintenance devices to protect vehicular and pedestrian traffic
- Site security
- Fire protection and air monitoring
- Hazard identification and mitigation
- Activity hazard analysis for operational tasks
- Respiratory protection procedures
- Accident investigation and reporting
- Noise mitigation
- Emergency response actions

What's more, our plans address vital environmental and infrastructure protection measures and pollution controls, such as procurement of all environmental materials handling and land-use permits and licenses and dissemination of regulatory updates; protection and preservation of the surrounding ecosystem and natural habitats, to include surface and ground water considerations, air quality and soil control, sampling and testing, fish, wildlife and wilderness areas. This includes trees, botanical habitat, and ground cover concerns, historical designated areas identification and preservation, as well as noise and odor pollution and aesthetic concerns. Environmental impacts of collection activities are considered for prevention of further damage to infrastructure and the handling and containment of hazardous materials and the mitigation of any releases of handled hazardous materials, as well as for the control of vegetative debris containment.

Impacts of site selection, construction, and reduction methods are considered, including:

- Proximity to occupied dwellings and safety buffer zone availability
- Location and distance from water bodies, such as rivers, lakes, streams or wetlands
- Accessibility and closeness of obstructions and power lines
- Presence of on-site underground utilities or storage tanks
- Stability of soil strata and erosion and sedimentation control, as well as hauling traffic impacts on such

Local effects of various methods of debris processing and handling are evaluated, such as:

- Air curtain incineration and open burning impacts (with attendant testing and disposition of ash)
- Grinding impacts (with attendant considerations of noise, dust, particulate matter, disposition and beneficial reuse)
- Storage, decontamination and recovery of white goods (i.e., refrigerant-containing appliances that require special handling) and recycling of such
- Household hazardous waste storage, containment, and approved disposal
- Hazardous materials containment, storage, remediation, and approved disposal

Site restoration, closure, and all attendant soil and ash testing are undertaken under federal and state environmental guidelines to ensure no environmental contamination is left on sites. Any remediation and monitoring will be coordinated with state and federal environmental protection agencies, as required and applicable. AshBritt management and staff, through constant communication, referral, research and education, stay apprised of current Environmental Protection Agency (EPA), specific guidelines, rules and laws as they relate to disaster recovery and debris management. We also stay informed through our work on other special environmental projects, which often correlate with disaster recovery work, and through our association, affiliation and contacts with the American Public Works Association (APWA)—various Chapters.

- ***Clean-As-You-Go (C-A-Y-G):***

During all phases of work, with our resources or subcontractors resources, we enforce our clean-as-you-go policy. The concept of Clean-As-You-Go is a component our Quality Control Plan. C-A-Y-G epitomizes the value of “do it right the first time”. AshBritt field personnel and forces will be directed to complete assignments and cleanup activities as completely and thoroughly as practicable at each stage of work so to avoid do-over’s, inefficiencies, and delays. C-A-Y-G does not interfere with the concept of multiple debris passes, but emphasizes the objective of removing all accessible and eligible debris during each respective pass, sometimes employing basic hand laborers and tools (i.e., rakes, shovels, and brooms). Maintaining C-A-Y-G objectives is especially important for debris work on emergencies and major disasters where restoration of critical public functions is the highest priority. AshBritt personnel and subcontracted partners will be expected to abide by this policy. If after orientation and performing under the C-A-Y-G concept work site conditions do not reflect the objectives of this policy, AshBritt personnel and subcontractors will be subject to corrective action up to and including dismissal from the project.

■ ***Timeline for Response***

Please see AshBritt’s *Methods for Mobilization/Demobilization* below for information on our schedule and timeline to conduct various components of a disaster response and recovery operation.

■ ***Pre-Planning Approach***

Planning for disaster response and recovery cannot be overstated; it is paramount to the success of any recovery mission. In addition to the City’s annual training sessions, AshBritt will encourage the City to partake in our sponsored annual pre-event planning and training. We, and ultimately the City, benefit from being able to lay a solid foundation for future recovery efforts. We are also able to develop, and is the case with the City, further improve, our professional relationship and rapport with key members of the currently designated emergency operations staff. These planning and training sessions allow us to update selections and evaluations for preliminary DMS locations and formulation of, or updates to, debris collection zone maps and priority road clearance routes, as well as the designation of critical facilities. We can also review our GIS collection tracking system while indoctrinating City staff and assigned representative. Customization of the system to fit the City’s needs can also be accomplished at this time. Furthermore, we can research and coordinate more local subcontractor participation to include to the greatest extent. Special considerations such as environmental planning and mitigation concerns, household hazardous waste, and hazardous materials handling and disposition, as well as other ancillary services that may be needed, will also be addressed. AshBritt is very proactive about our involvement in our client communities during the off-season. We believe the better we know our clients and their concerns, the better we can serve them following disaster events. As FEMA guidance is updated, it is always beneficial to meet with the City to review and make sure everyone involved understands its applicability. We look forward to reviewing the new guidance with the City.

- ***Training Opportunities***

In addition to our ad hoc preparation, pre-planning sessions, and operational assessments, AshBritt management staff conducts annual on-site classroom training and table-top exercises for all of our clients that want to participate. Our training typically occurs between the months of January and June, but special (and additional) sessions are often arranged if immediate needs arise. Our sessions are generally 2 to 4 hours long. They are customized to meet specific client needs, often after direct input and inquiry from the client. More importantly, we try to impart as much of our practical knowledge, experience, and lessons learned to our clients. Although many communities and clients that we serve, or will potentially serve, have experienced disasters and the attendant response and recovery actions, including experience with disaster federal funding programs and state and local grant protocols, our management staff and consultants have a more broad-based, yet concentrated and minute knowledge regarding disaster recoveries.

We may not have seen it all by any stretch of the imagination. However, we have witnessed, encountered, confronted and responded to such a widespread array of adverse conditions, it has proven to be indispensable to our clients.

Our training sessions are current and topical, and carefully addresses the current state of FEMA guidance and policy with respects to the federal Public Assistance Program, as well as the current environment of other emergency relief programs, such as FHWA Emergency Relief, Sandy Recovery Improvement Act and NRCS Grant Program to name a few. As stated, we largely customize the training to meet the needs of our clients, and it is always lauded as thorough, informative and entertaining. We are proud of our efforts in delivering this service, as many of our competitors falsely claim to offer this valuable service. A general survey of all disaster response clients will show that AshBritt has the best reputation in the industry for delivering this vital preparation and pre-planning.

- **Debris Management Site Selection, Planning, and Testing**

AshBritt strongly desires to participate in the review and selection of potential Debris Management Sites (DMS) with clients whenever possible. We will always be looking to update and find new potential sites in the event this site is no longer viable due to storm damage or if FDEP is not able to pre-approve the sites. The **FEMA 325 Debris Management Guide** discusses how future identification of debris management sites should be identified:

“The planning staff should consider public lands first in order to avoid costly land leases. Existing disposal or recycling facilities that are in close proximity to the disaster area are ideal locations for DMS. Nearby landfill and recycling center capacities need to be evaluated for site feasibility. Applicant-owned sites that will not require extensive repair costs, such as parks, vacant lots, or sports fields, should be considered as well. State-to-State or county/city-to-county agreements may present possible solutions for public land use.”

Based on this guidance and suggestions, a collaborative process of identification, review and on-site inspection of potential DMS is mutually beneficial to AshBritt and the City. It can preclude potential operational and liability issues that can develop, it can ensure fast-track mobilization, response, and production ramp-up in the event of a disaster, and it can aid in a more expeditious, efficient, and cost-effective recovery. AshBritt and the City will benefit from utilizing these site reviews to ensure that all potential sites have been evaluated.

We use established operating selection criteria for determining DMS viability and practicability. Our first step planning tool is our *Debris Site Evaluation Worksheet*, which collects site data and determines site viability. Logistical, environmental, and geographical considerations, as discussed in greater detail herein, are carefully evaluated during the assessment of all debris management sites. Please see the following pages for examples of a completed *Debris Site Evaluation Worksheets*.

Members of our operations staff will meet with City representatives to discuss and evaluate pre-identified sites. Furthermore, we will use this tool to evaluate the feasibility of additional sites, as may be required. We can assist the City in securing sites if tasked or if we deem necessary owing to the extent of damage and debris volumes. AshBritt has a remarkable track record of constructing and managing a multitude of diverse sites, both large and small, with minimal environmental impacts.

- **Area/Sector/Zone Maps & Emergency Routes**

AshBritt will assist the City in preparing preliminary area and sector maps for debris clearance zones. Such maps are often critical to efficient initial damage assessment activities and debris quantity estimations. Typically, preliminary base maps are adjusted after events to ensure the proper allocation of resources to priority areas with the greatest damages and needs.

• **Debris Site Evaluation Worksheet**

AshBritt has provided examples of our Debris Site Evaluation Worksheet done for various jurisdictions and clients.

<b style="font-size: 1.2em;">AshBritt Environmental		DEBRIS SITE EVALUATION WORKSHEET		USEABLE SITE ☒ Yes ☐ No	
		CLIENT: Collier County			
PRIMARY SITE USE		POTENTIAL SITE USE			
☒ TDSRS ☐ RALLY POINT ☐ FDS ☐ TRUCK MEASURING		☒ TDSRS ☒ RALLY POINT ☐ RESIDENTIAL DROP OFF ☐ WHITE GOODS RECYCLE ☐ FDS ☒ TRUCK MEASURING ☐ OTHER 			
SITE SPECIFICATIONS					
SITE NAME: Collier County Fairgrounds (Short Name: FAIRGROUNDS)					
SITE ADDRESS: 14756 Immokalee Rd Naples, FL 34120 (Folio #: 00209840003)					
SITE OWNER: Collier County					
CONTACT: Beth Ryan		PHONE NUMBER: +1 (239) 530-5375			
GPS COORDINATES ☐ TOWER ☒ SITE ENTRANCE					
LATITUDE: N 26 DEG 18 MIN 17.5 SEC		LONGITUDE: W 81 DEG 35 MIN 19 SEC			
GIS WEBSITE: http://www.collierappraiser.com/				TOTAL USEABLE ACRES: 4.5	
INITIAL SITE SURVEY CHECK LIST					
☒ Location		☒ Yes ☐ No		Logistically convenient?	
		☐ Yes ☒ No		Located in a flood plane?	
☒ Size		☐ Yes ☒ No		Located in or next to a residential area?	
		☒ Yes ☐ No		Size sufficient for its intended use?	
☒ Access/Traffic Flow		☒ Yes ☐ No		Expansion capabilities?	
		☒ Yes ☐ No		Good access roads?	
☒ Development		☒ Yes ☐ No		MOT required?	
		☐ Yes ☒ No		Grading, grubbing, or clearing required?	
☒ Safety		☒ Yes ☐ No		Existing roads on site?	
		☒ Yes ☐ No		Site base solid enough?	
☒ Security		☒ Yes ☐ No		Above ground or under ground utility lines?	
		☒ Yes ☐ No		Is the site secure?	
☒ Environment		☐ Yes ☒ No		Waters of the state on site?	
		☐ Yes ☒ No		Protective species habitat?	
☒ Processing		☒ Yes ☐ No		Storm water drainage?	
		☐ Yes ☒ No		Grinding? ☐ Yes ☒ No	
☒ Availability		☐ Yes ☒ No		ACI Burning? ☐ Yes ☒ No	
		☐ Yes ☒ No		Open burning? ☐ Yes ☒ No	
☒ Availability		☐ Yes ☒ No		Below ground burning?	
		Is the site available all year or seasonally? Specify dates and ranges.			
What is the site currently used for? County Fairgrounds					
What was the site historically used for?					
Evaluted by: Danny Demidio		Date: Jun 25, 2007			



DEBRIS SITE EVALUATION WORKSHEET

CLIENT: Collier County

SITE SCHEMATIC



This is a view of the entire property which is within the shaded area. The entrance is located on the south side of the property along 39th Ave.



This is a zoomed in view of the workable area located inside of the red line. 39th Ave is adjacent to the southern boarder of the workable area.

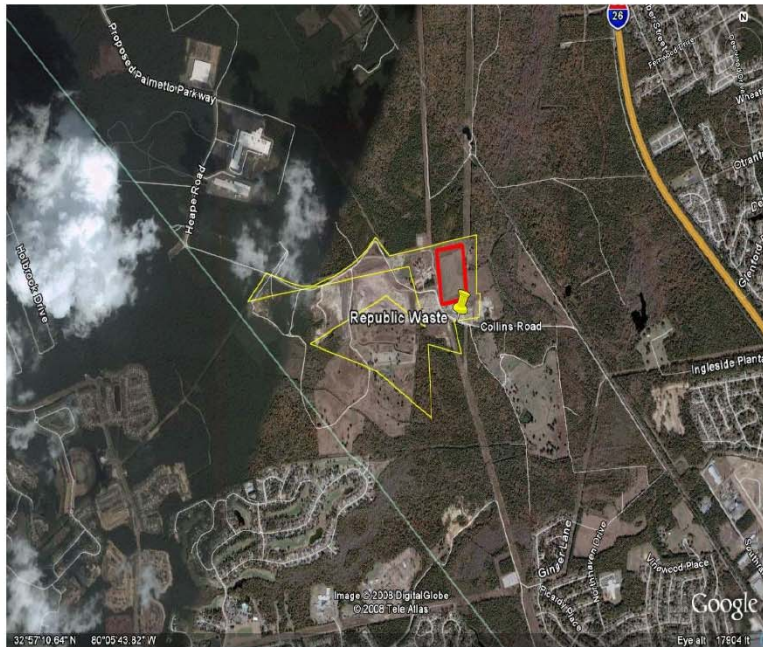
<b style="font-size: 1.2em;">AshBritt Environmental		DEBRIS SITE EVALUATION WORKSHEET		USEABLE SITE ☒ Yes ☐ No	
		CLIENT: CHARLESTON COUNTY			
PRIMARY SITE USE		POTENTIAL SITE USE			
☒ TDSRS ☐ RALLY POINT ☒ FDS ☐ TRUCK MEASURING		☒ TDSRS ☐ RALLY POINT ☐ RESIDENTIAL DROP OFF ☐ WHITE GOODS RECYCLE ☐ FDS ☐ TRUCK MEASURING ☐ OTHER 			
SITE SPECIFICATIONS					
SITE NAME: REPUBLIC WASTE/ SPRING GROVE LANDFILL					
SITE ADDRESS: 6800 COLLINS RD., NORTH CHARLESTON, SC 29456 (TMS# 3930000050)					
SITE OWNER: REPUBLIC SERVICES OF SOUTH CAROLINA LLC					
CONTACT: BART KELLER		PHONE NUMBER: +1 (843) 552-4751			
GPS COORDINATES ☐ TOWER ☒ SITE ENTRANCE					
LATITUDE: N 32 DEG 57 MIN 11 SEC		LONGITUDE: W 80 DEG 5 MIN 22 SEC			
GIS WEBSITE: http://ccgisweb.charlestoncounty.org/				TOTAL USEABLE ACRES: 18.5	
INITIAL SITE SURVEY CHECK LIST					
☒ Location		☒ Yes ☐ No Logistically convenient?			
		☐ Yes ☒ No Located in a flood plane?			
		☐ Yes ☒ No Located in or next to a residential area?			
☒ Size		☒ Yes ☐ No Size sufficient for its intended use?			
		☒ Yes ☐ No Expansion capabilities?			
☒ Access/Traffic Flow		☒ Yes ☐ No Good access roads?			
		☐ Yes ☒ No MOT required?			
☒ Development		☐ Yes ☒ No Grading, grubbing, or clearing required?			
		☒ Yes ☐ No Existing roads on site?			
		☒ Yes ☐ No Site base solid enough?			
☒ Safety		☒ Yes ☐ No Above ground or under ground utility lines?			
☒ Security		☐ Yes ☒ No Is the site secure?			
☒ Environment		☐ Yes ☒ No Waters of the state on site?			
		☐ Yes ☒ No Protective species habitat?			
		☐ Yes ☒ No Storm water drainage?			
☒ Processing		☒ Yes ☐ No Grinding?		☐ Yes ☒ No ACI Burning?	
		☐ Yes ☒ No Open burning?		☐ Yes ☒ No Below ground burning?	
☒ Availabilty					
Is the site available all year or seasonally? Specify dates and ranges. ALL YEAR					
What is the site currently used for? LANDFILL - COMPOSTING/WOOD GRINDING FACILITY & INDUSTRIAL SOLID WASTE LANDFILL					
What was the site historically used for? LANDFILL					
Evaluted by: Matt Gierden		Date: 2009-July			



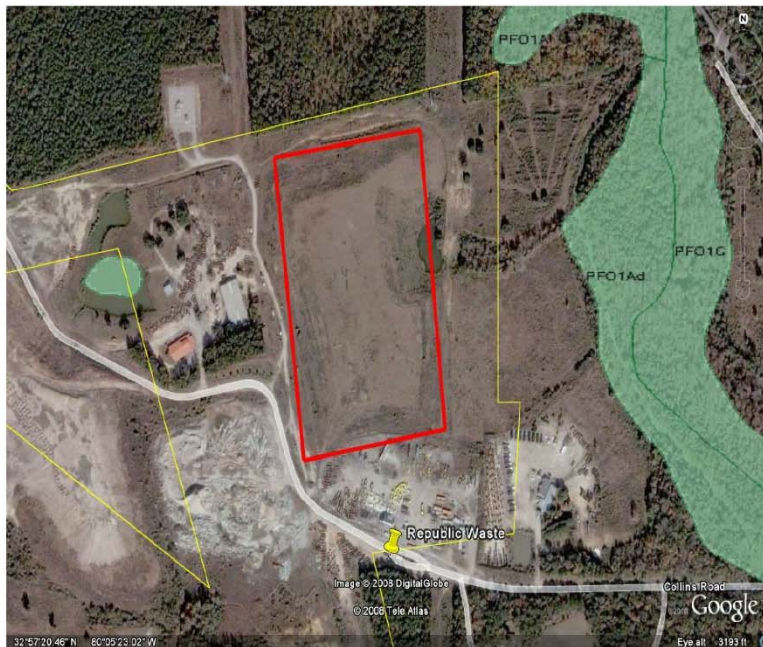
DEBRIS SITE EVALUATION WORKSHEET

CLIENT: CHARLESTON COUNTY

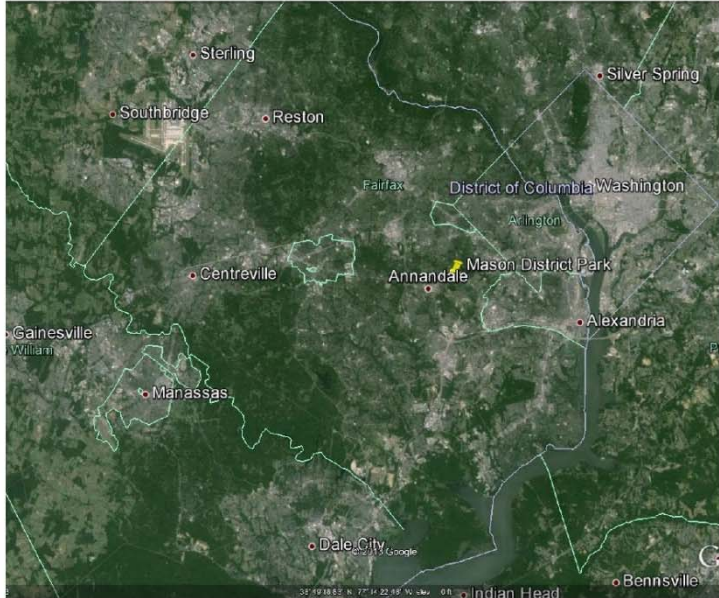
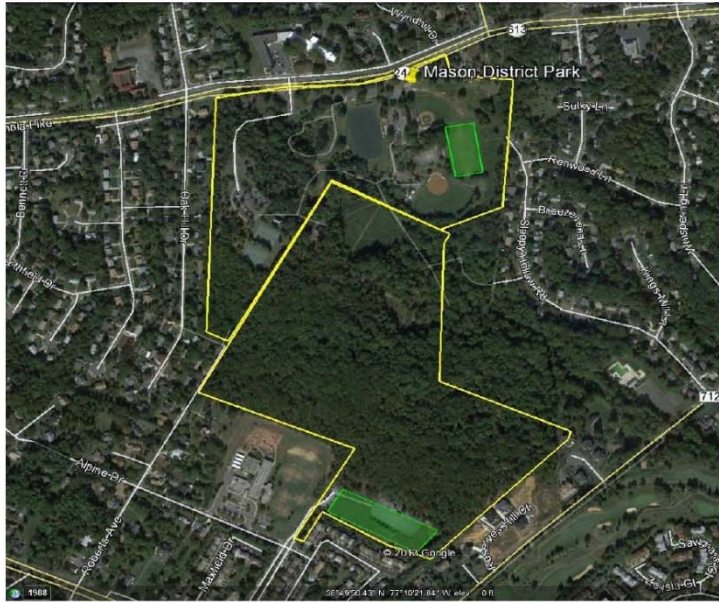
SITE SCHEMATIC



The site entrance is on Collins Rd. and is depicted by the push pin icon. The yellow line depicts the property boundaries. Also, the red line shows the usable working area on the property. The green areas depict wetlands.



AshBritt Environmental		SITE EVALUATION WORKSHEET		USEABLE SITE ☒ Yes ☐ No	
		CLIENT: FAIRFAX COUNTY			
PRIMARY SITE USE		POTENTIAL SITE USE			
☒ TDSRS ☐ RALLY POINT ☐ FDS ☐ TRUCK MEASURING		☒ TDSRS ☐ RALLY POINT ☒ RESIDENTIAL DROP OFF ☒ WHITE GOODS RECYCLE ☐ FDS ☐ TRUCK MEASURING ☐ OTHER 			
SITE SPECIFICATIONS					
SITE NAME: MASON DISTRICT PARK					
SITE ADDRESS: 6621 COLUMBIA PIKE, ANNANDALE, VA (MAP #'s 0712 05 0082, 0604 01 0028)					
SITE OWNER: FAIRFAX COUNTY					
CONTACT: 		PHONE NUMBER: 			
GPS COORDINATES ☒ TOWER ☐ SITE ENTRANCE					
LATITUDE: N 38 DEG 50 MIN 11 SEC		LONGITUDE: W 77 DEG 10 MIN 22.8 SEC			
GIS WEBSITE: http://icare.fairfaxcounty.gov/main/home.aspx				TOTAL USEABLE ACRES: 1.7	
INITIAL SITE SURVEY CHECK LIST					
☒ Location		☒ Yes ☐ No		Logistically convenient?	
		☐ Yes ☒ No		Located in a flood plane?	
☒ Size		☒ Yes ☐ No		Size sufficient for its intended use?	
		☐ Yes ☒ No		Expansion capabilities?	
☒ Access/Traffic Flow		☒ Yes ☐ No		Good access roads?	
		☐ Yes ☒ No		MOT required?	
☒ Development		☐ Yes ☒ No		Grading, grubbing, or clearing required?	
		☒ Yes ☐ No		Existing roads on site?	
☒ Safety		☐ Yes ☒ No		Site base solid enough?	
		☒ Yes ☐ No		Above ground or under ground utility lines?	
☒ Security		☐ Yes ☒ No		Is the site secure?	
☐ Environment		☐ Yes ☒ No		Waters of the state on site?	
		☐ Yes ☐ No		Protective species habitat?	
		☐ Yes ☐ No		Storm water drainage?	
☒ Processing		☐ Yes ☒ No		Grinding?	
		☐ Yes ☒ No		ACI Burning?	
		☐ Yes ☒ No		Open burning?	
		☐ Yes ☒ No		Below ground burning?	
☐ Availability					
Is the site available all year or seasonally? Specify dates and ranges. 					
What is the site currently used for? Soccer fields (north parcel), dog park (south parcel)					
What was the site historically used for? 					
Evaluated by: Dow Knight				Date: Oct 16, 2013	

		SITE EVALUATION WORKSHEET	
CLIENT:		FAIRFAX COUNTY	
SITE SCHEMATIC			
		Survey Notes This site is located in the center of the County. Though centrally located, it is an active park. Use of this site for debris storage or processing operations is recommended only in more severe situations. The green shaded areas represents the potential operational footprints.	
			

Page 2 of 2

- **USACE Pre-Event Debris Forecasting Model**

In order to identify the necessary resources for a disaster impacting the City, AshBritt has presented an updated version of the USACE Debris Estimation Model Output.

AshBritt, Inc. Disaster Response & Recovery Divisions

AshBritt, Inc. Summary Hurricane Debris Stream Projections, Pre-Event Planning Projections

For Potential Impacted Communities, Categories 1 through 5_a

USACE Debris Estimation Model Output

Area: Port Orange

Wet Storm

Projected TDSRS Requirements (Wet)				
Storm	Qty (yd3)_b	Qty (+30%)	Qty (-30%)	+/- .30 _/c
Cat 1	141,960	184,548	99,372	42,588
Cat 2	567,840	738,192	397,488	170,352
Cat 3	1,845,480	2,399,124	1,291,836	553,644
Cat 4	3,549,000	4,613,700	2,484,300	1,064,700
Cat 5	5,678,400	7,381,920	3,974,880	1,703,520

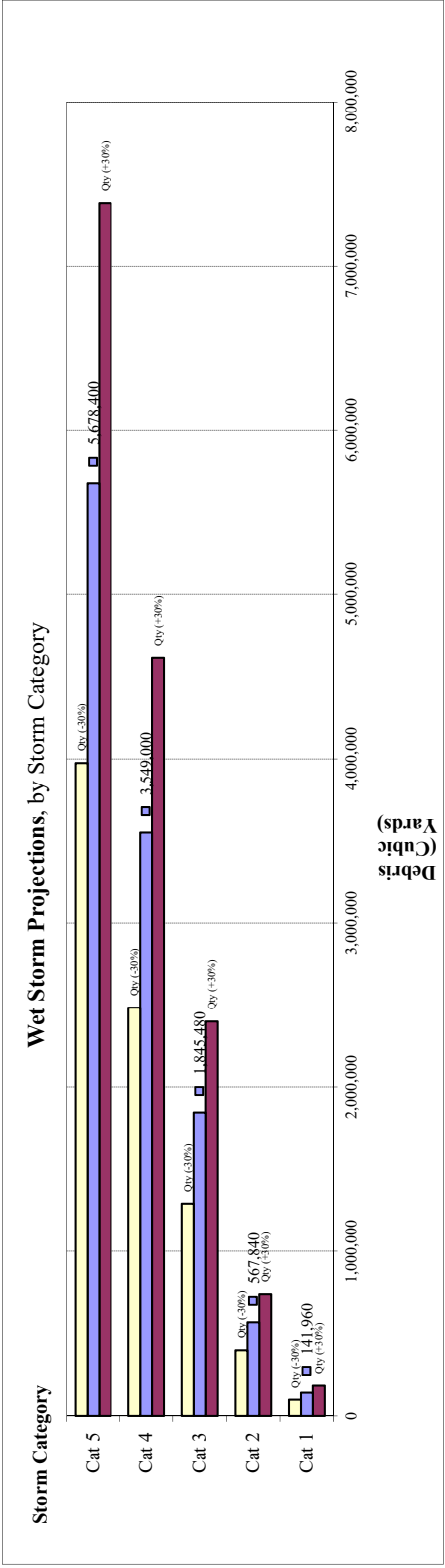
Note: Generally, 60% of land Area to provide for roads, safety buffers, and HHW areas. No. of sites take this into account.

Dry Storm

Projected TDSRS Requirements (Dry)				
Storm	Qty (yd3)_b	Qty (+30%)	Qty (-30%)	+/- .30 _/c
Cat 1	109,200	141,960	76,440	32,760
Cat 2	436,800	567,840	305,760	131,040
Cat 3	1,419,600	1,845,480	993,720	425,880
Cat 4	2,730,000	3,549,000	1,911,000	819,000
Cat 5	4,368,000	5,678,400	3,057,600	1,310,400

Note: Generally, 60% of land Area to provide for roads, safety buffers, and HHW areas. No. of sites take this into account.

- Notes:
- a. For projections by political sub-division, please refer to the AshBritt, Inc. Disaster Debris Stream Projections Detailed Table.
 - b. Total debris projections in cubic yards for designated region (select communities) based on direct impact assumptions.
 - c. The USACE model has a plus or minus (+/-) thirty percent (30%) margin of error.
- Source: U.S. Army Corps of Engineers (USACE) Debris Model for debris estimation.



AshBritt, Inc. Disaster Response & Recovery Divisions

AshBritt, Inc. Hurricane Summary Debris Stream Projections - Actual Preliminary Projections/Production Planning Matrices

For Potential Impacted Communities, Categories 1 through 5_a

Production/Crew Matrix Reference

Target: Florida Clients (All)

Area: Port Orange

Wet Storm										
Days	Cat 1	Cat 2	Cat 3	Cat 4	Cat 5					
CY	141,960	567,840	1,845,480	3,549,000	5,678,400					
Required CUBIC YARDS Per Week										
Days	100% Cat 1	100% Cat 2	100% Cat 3	100% Cat 4	100% Cat 5					
1 (7)	18.0%	25,553	16.0%	90,854	15.0%	276,822	2.0%	70,980	2.0%	70,980
2 (14)	29.0%	41,168	21.0%	119,246	20.0%	369,096	6.0%	212,940	6.0%	212,940
3 (21)	25.0%	35,490	18.0%	102,211	18.0%	332,186	7.0%	248,430	7.0%	248,430
4 (28)	18.0%	25,553	14.0%	19,874	13.0%	73,819	11.0%	203,003	9.0%	319,410
5 (35)	10.0%	14,196	10.0%	14,196	11.0%	62,462	12.0%	221,458	11.5%	408,135
6 (42)			9.0%	12,776	7.0%	39,749	13.5%	249,140	11.0%	390,390
7 (49)			5.0%	7,098	5.0%	28,392	10.0%	184,548	9.0%	319,410
8 (56)			4.0%	5,678	4.0%	22,714	9.0%	166,093	7.5%	266,175
9 (63)			3.0%	4,259	3.0%	17,035	6.0%	110,729	6.5%	230,685
10 (70)					2.0%	11,357	4.2%	77,510	5.2%	185,968
11 (77)					1.3%	7,098	3.5%	64,592	4.0%	141,960
12 (84)					0.5%	2,839	3.0%	55,364	3.0%	106,470
13 (91)					0.3%	1,420	2.8%	51,673	2.6%	92,274
14 (98)							2.5%	46,137	2.5%	88,725
15 (105)							2.3%	41,523	2.3%	79,853
16 (112)							2.0%	36,910	2.0%	70,980
17 (119)							1.8%	32,296	1.8%	62,108
18 (126)							1.5%	27,682	1.5%	53,235
19 (133)							1.3%	44,363	1.3%	88,725
20 (140)							1.1%	39,039	1.1%	78,078
21 (147)							0.8%	26,618	0.8%	53,235
22 (154)							0.8%	26,618	0.8%	53,235
23 (161)							0.7%	23,423	0.7%	46,846
24 (168)							0.5%	17,745	0.5%	35,490
25 (175)							0.4%	14,196	0.4%	28,392
26 (182)							0.3%	8,873	0.3%	17,745
27 (189)										
28 (196)										
29 (203)										
30 (210)										
31 (217)										
32 (224)										

Wet Storm					
Days	Cat 1	Cat 2	Cat 3	Cat 4	Cat 5
CY	141,960	567,840	1,845,480	3,549,000	5,678,400

Assumption:
Avg. load capacity: 50.0 Per CY

Required LOADS Per Week					
Days	Cat 1	Cat 2	Cat 3	Cat 4	Cat 5
1 (7)	511	1,817	5,536	1,420	1,420
2 (14)	823	2,385	7,382	4,259	4,259
3 (21)	710	2,044	6,644	4,969	4,969
4 (28)	511	397	1,476	4,060	6,388
5 (35)	284	284	1,249	4,429	8,163
6 (42)	-	256	795	4,983	7,808
7 (49)	-	142	568	3,691	6,388
8 (56)	-	114	454	3,322	5,324
9 (63)	-	85	341	2,215	4,614
10 (70)	-	-	227	1,550	3,719
11 (77)	-	-	142	1,292	2,839
12 (84)	-	-	57	1,107	2,129
13 (91)	-	-	28	1,033	1,845
14 (98)	-	-	-	923	1,775
15 (105)	-	-	-	830	1,597
16 (112)	-	-	-	738	1,420
17 (119)	-	-	-	646	1,242
18 (126)	-	-	-	554	1,065
19 (133)	-	-	-	-	887
20 (140)	-	-	-	-	781
21 (147)	-	-	-	-	532
22 (154)	-	-	-	-	532
23 (161)	-	-	-	-	468
24 (168)	-	-	-	-	355
25 (175)	-	-	-	-	284
26 (182)	-	-	-	-	177
27 (189)	-	-	-	-	-
28 (196)	-	-	-	-	-
29 (203)	-	-	-	-	-
30 (210)	-	-	-	-	-
31 (217)	-	-	-	-	-
32 (224)	-	-	-	-	-

Avg. load capacity: 50.0 Per CY

Required Loads Per Day (Per Day Linear Matrix)					
Days	Cat 1	Cat 2	Cat 3	Cat 4	Cat 5
7	406	1,622	5,273	10,140	16,224
15	189	757	2,461	4,732	7,571
30	95	379	1,230	2,366	3,786
45	63	252	820	1,577	2,524
60	47	189	615	1,183	1,893
75	38	151	492	946	1,514
90	32	126	410	789	1,262
105	27	108	352	676	1,082
120	24	95	308	592	946
135	21	84	273	526	841
150	19	76	246	473	757
165	17	69	224	430	688
180	16	63	205	394	631
195	15	58	189	364	582
210	14	54	176	338	541
225	13	50	164	315	505
240	12	47	154	296	473
255	11	45	145	278	445
270	11	42	137	263	421

Wet Storm					
Days	Cat 1	Cat 2	Cat 3	Cat 4	Cat 5
CY	141,960	567,840	1,845,480	3,549,000	5,678,400
Required Cubic Yards Per Day (Per Day Linear Matrix)					
Days	Cat 1	Cat 2	Cat 3	Cat 4	Cat 5
7	20,280	81,120	263,640	507,000	811,200
15	9,464	37,856	123,032	236,600	378,560
30	4,732	18,928	61,516	118,300	189,280
45	3,155	12,619	41,011	78,867	126,187
60	2,366	9,464	30,758	59,150	94,640
75	1,893	7,571	24,606	47,320	75,712
90	1,577	6,309	20,505	39,433	63,093
105	1,352	5,408	17,576	33,800	54,080
120	1,183	4,732	15,379	29,575	47,320
135	1,052	4,206	13,670	26,289	42,062
150	946	3,786	12,303	23,660	37,856
165	860	3,441	11,185	21,509	34,415
180	789	3,155	10,253	19,717	31,547
195	728	2,912	9,464	18,200	29,120
210	676	2,704	8,788	16,900	27,040
225	631	2,524	8,202	15,773	25,237
240	592	2,366	7,690	14,788	23,660
255	557	2,227	7,237	13,918	22,268
270	526	2,103	6,835	13,144	21,031

Production/Crew Matrix Reference

Target: Florida Clients (All)

Area: Port Orange

Assumption: 17,035

Avg. loads truck/day 7.0 Per day

Estimated Required TRUCKS Per Day (does not include support equipment)					
Days	Cat 1	Cat 2	Cat 3	Cat 4	Cat 5
1 (7)	10	37	113	29	29
2 (14)	17	49	151	87	87
3 (21)	14	42	136	101	101
4 (28)	10	8	30	83	130
5 (35)	6	6	25	90	167
6 (42)	-	5	16	102	159
7 (49)	-	3	12	75	130
8 (56)	-	2	9	68	109
9 (63)	-	2	7	45	94
10 (70)	-	-	5	32	76
11 (77)	-	-	3	26	58
12 (84)	-	-	1	23	43
13 (91)	-	-	1	21	38
14 (98)	-	-	-	19	36
15 (105)	-	-	-	17	33
16 (112)	-	-	-	15	29
17 (119)	-	-	-	13	25
18 (126)	-	-	-	11	22
19 (133)	-	-	-	-	18
20 (140)	-	-	-	-	16
21 (147)	-	-	-	-	11
22 (154)	-	-	-	-	11
23 (161)	-	-	-	-	10
24 (168)	-	-	-	-	7
25 (175)	-	-	-	-	6
26 (182)	-	-	-	-	4
27 (189)	-	-	-	-	-
28 (196)	-	-	-	-	-
29 (203)	-	-	-	-	-
30 (210)	-	-	-	-	-
31 (217)	-	-	-	-	-
32 (224)	6	12	28	33	45
Avg.:	6	12	28	33	45

Assumption:

Avg. trucks per crew 2.0 Per crew

Estimated Required CREWS Per Day					
Days	Cat 1	Cat 2	Cat 3	Cat 4	Cat 5
1 (7)	5	19	56	14	14
2 (14)	8	24	75	43	43
3 (21)	7	21	68	51	51
4 (28)	5	4	15	41	65
5 (35)	3	3	13	45	83
6 (42)	-	3	8	51	80
7 (49)	-	1	6	38	65
8 (56)	-	1	5	34	54
9 (63)	-	1	3	23	47
10 (70)	-	-	2	16	38
11 (77)	-	-	1	13	29
12 (84)	-	-	1	11	22
13 (91)	-	-	0	11	19
14 (98)	-	-	-	9	18
15 (105)	-	-	-	8	16
16 (112)	-	-	-	8	14
17 (119)	-	-	-	7	13
18 (126)	-	-	-	6	11
19 (133)	-	-	-	-	9
20 (140)	-	-	-	-	8
21 (147)	-	-	-	-	5
22 (154)	-	-	-	-	5
23 (161)	-	-	-	-	5
24 (168)	-	-	-	-	4
25 (175)	-	-	-	-	3
26 (182)	-	-	-	-	2
27 (189)	-	-	-	-	-
28 (196)	-	-	-	-	-
29 (203)	-	-	-	-	-
30 (210)	-	-	-	-	-
31 (217)	-	-	-	-	-
32 (224)	-	6	14	16	23
Avg.:	3	6	14	16	23

Avg. loads truck/day 7.0 Per day

Required Trucks Per Day (Per Day Linear Matrix) (no support equip)					
Days	Cat 1	Cat 2	Cat 3	Cat 4	Cat 5
7	58	232	753	1,449	2,318
15	27	108	352	676	1,082
30	14	54	176	338	541
45	9	36	117	225	361
60	7	27	88	169	270
75	5	22	70	135	216
90	5	18	59	113	180
105	4	15	50	97	155
120	3	14	44	85	135
135	3	12	39	75	120
150	3	11	35	68	108
165	2	10	32	61	98
180	2	9	29	56	90
195	2	8	27	52	83
210	2	8	25	48	77
225	2	7	23	45	72
240	2	7	22	42	68
255	2	6	21	40	64
270	2	6	20	38	60

Avg. trucks per crew 2.0 Per crew

Required Crews Per Day (Per Day Linear Matrix)					
Days	Cat 1	Cat 2	Cat 3	Cat 4	Cat 5
7	29	116	377	724	1,159
15	14	54	176	338	541
30	7	27	88	169	270
45	5	18	59	113	180
60	3	14	44	85	135
75	3	11	35	68	108
90	2	9	29	56	90
105	2	8	25	48	77
120	2	7	22	42	68
135	2	6	20	38	60
150	1	5	18	34	54
165	1	5	16	31	49
180	1	5	15	28	45
195	1	4	14	26	42
210	1	4	13	24	39
225	1	4	12	23	36
240	1	3	11	21	34
255	1	3	10	20	32
270	1	3	10	19	30

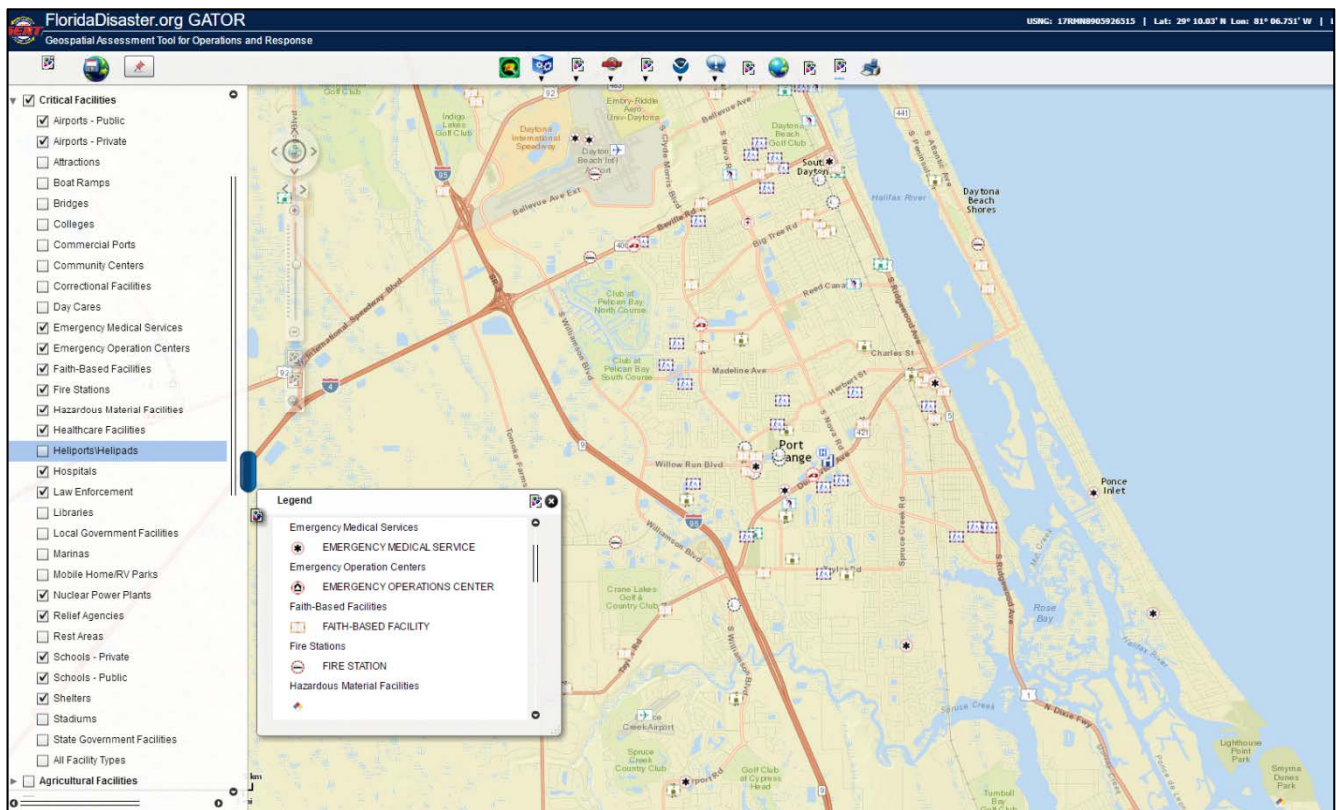
- **Florida State Emergency Response Team GATOR Analysis**

AshBritt utilized the State of Florida GATOR system to generate an up to date critical facility maps for the City of Port Orange to facilitate planning and response efforts. In addition, AshBritt is able to analyze current weather outlooks, flood zones, evacuation zones, storm surge areas, and other critical information in real time during a disaster event. This system is especially effective for identification of hazardous material spills and areas that it will effect based on current and forecasted weather conditions. The map below denotes critical facilities, storm surge depths, and other critical information.

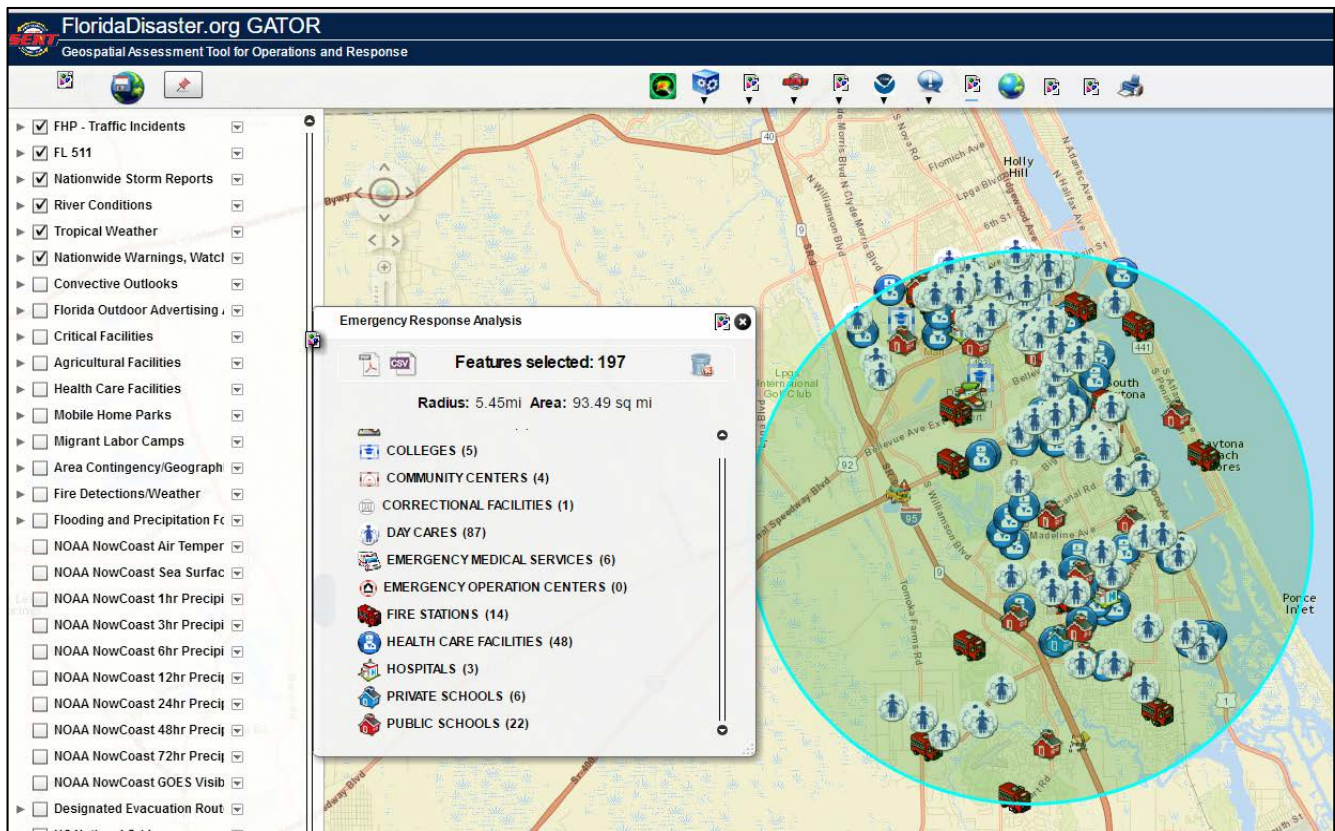
<https://maps.floridadisaster.org/gator/map.html>

Note: This is just one of the many tools AshBritt uses for planning, response, and recovery efforts for our missions throughout the state of Florida.

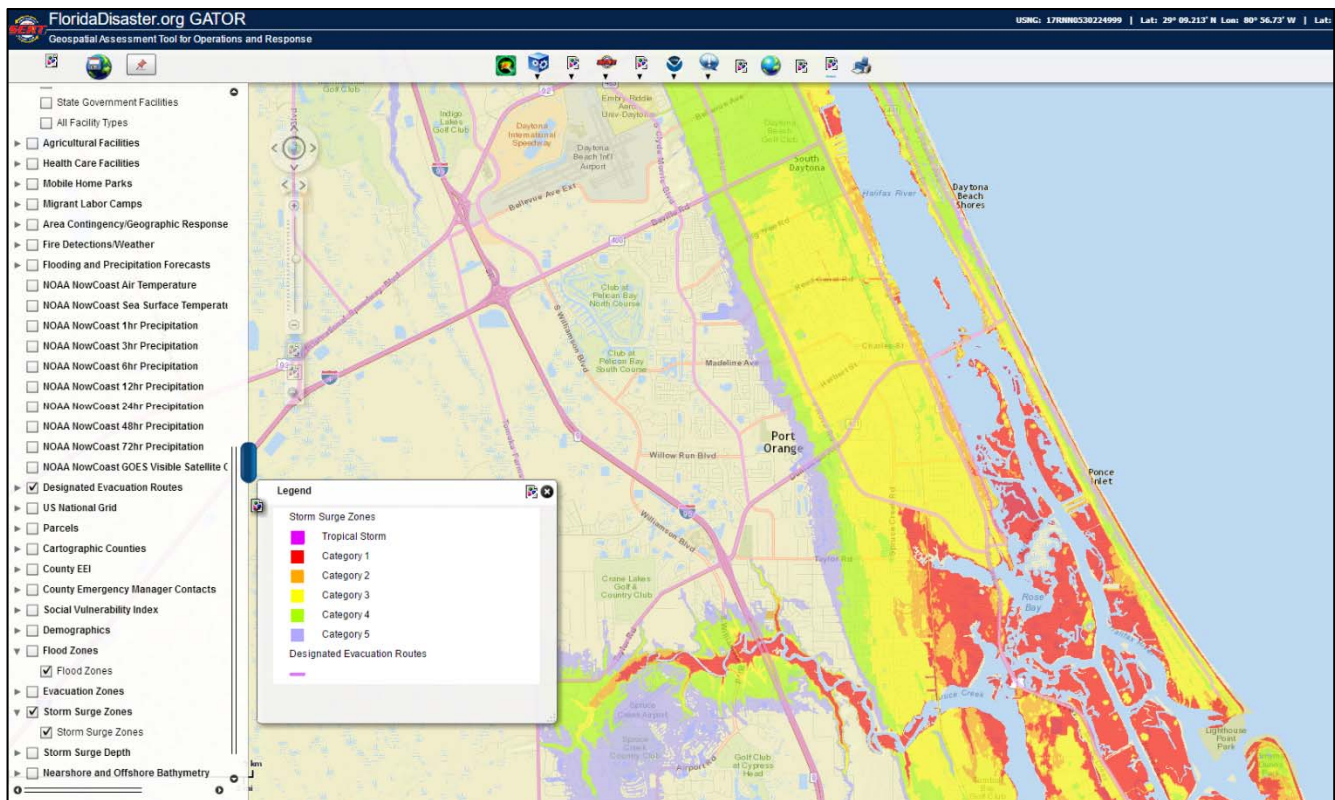
- **Critical Facility Map**



▪ *Emergency Response Analysis Tool*



▪ *Evacuation Routes and Storm Sure Zones*



■ 9 Phase Technical Approach

AshBritt's entire disaster recovery, debris removal, and disposal process can be described in the following subsections which illustrate the general sequence of disaster recovery and debris removal operations for known and predictable events, such as hurricanes, tornadoes, flooding, or similar events. This approach outlines the methods of operation, operational structure, and services to be provided for the City. Additional detailed information regarding the sequence of debris removal operations and the means and methods of such is included in our General Event Sequence Diagram below. This diagram is an organizational chart outlining the methods of operations.



AshBritt's General Event Sequence Diagram of Debris Management Services

AshBritt follows a prescribed sequence of phases for storm clearing operations that are based on 23 years of experience in a variety of jurisdictions and supporting a variety of recovery operations.

▪ Phase 1 – Planning and Preparation

AshBritt will coordinate annually with the City of Port Orange to review logistical, operational, and administrative aspects of the possible response and recovery plans and projects. Some of the key issues and elements that will be addressed in this annual training will include organization and communication structures to the community and public warning systems. AshBritt will verify contact information; the City's expectations and special circumstances and review and critique of current the City of Port Orange emergency response plans. AshBritt will review the nearby recycling facilities and their classification; critical facilities and priority route clearance maps; geographic sectoring; management and infrastructure logistics (GIS review). In addition, it is crucial to have up to date Logistical Staging Areas (LSA's) and Points of Distribution (POD) areas. AshBritt will assist in identifying and/or updating these areas within the City.

Our local knowledge, the Florida Division of Emergency Management Geospatial Assessment Tool for Operations and Response (GATOR), and the USACE Pre-Event Debris Forecasting Model identified in our Pre-Planning Approach will help AshBritt understand and prepare for the type, source, and location of debris if a disaster-generating event occurs in the City.

Subcontractor Management

During our Annual Planning and Training with the City, AshBritt will identify, screen, and engage disadvantaged local subcontractors at our sponsored workshops/fairs. AshBritt has already reached out to multiple subcontractors located within the City in addition to our over 1,850 subcontractors registered in the state of Florida. Having our headquarters in Florida allows AshBritt to establish and strengthen relationships with various local subcontractors that can be utilized at a moment's notice. Given our location, experience, and extensive history providing these services in the state of Florida and the U.S., AshBritt feels as though we are uniquely positioned to respond to the City. AshBritt has always exceeded our contractually obligated goal of local disadvantaged business participation and will maintain this practice if we awarded the debris removal contract for the City.

During this phase, AshBritt will work as a surrogate to the City of Port Orange's National Incident Management System (NIMS)/Incident Command System (ICS) structure. We will also assist in the review of:

- Staging areas and base camps for personnel
- Equipment and resource marshaling areas
- Clear-zone staging and rally points
- Final disposal sites
- Coordinate with monitoring firm representatives
- Take into account safety and environmental concerns
- Work with the City on any necessary assistance in regards to the Public Assistance Program, the Supercircular (2 CFR 200), FEMA regulations, and Stafford Act provisions, as applicable.

Technical Assistance Planning

AshBritt's Technical Assistance Team has worked as Administrators for bureau's in FEMA Region IV and the Florida Divisions of Emergency Management. They will be able to utilize their knowledge and relationships with their previous employers to assist in FEMA Technical issues or questions that may arise. Our Team consists of:

- **Thomas Credle** – Former FEMA Region IV Deputy Regional Director
- **Jim Loomis** – Former Recovery Bureau Chief of Florida Division of Emergency Management (FDEM).
- **Christopher Holsinger** – Former FDEM Debris Specialist and Public Assistance Coordinator.

AshBritt has experience with the maintenance process of various emergency management plans at the state level. We will dedicate our specialized personnel to attend planning and training sessions with City staff. AshBritt believes that proper Mitigation and Preparedness measures save more tax dollars for jurisdictions than any other task in the 4 phases of Emergency Management.

In 2005, a study by the National Institute of Building Sciences reported to Congress that, on average, every dollar spent on mitigation yields \$4 in future benefits.

■ Phase 2 – Ready and Watch

As hurricane season approaches, AshBritt enters a ready and watch stage. During this time, we conduct internal reviews of our systems and procedures; inventory and perform maintenance on our equipment and relevant assets. We stock up on all necessary supplies and consumables; canvass our teaming partners, subcontractors, suppliers, and reserve personnel; and continue to touch base with the City to assure them of our readiness to serve and to garner any new relevant information. We increase the frequency of our planning and operations meetings to ensure that all key management and support personnel are operationally synchronized for the upcoming season. Several operations management personnel are designated to track regularly and notify our management team of any imminent threats though all staff tracks storm activity. We meet with our primary first responder subcontractors and debrief them on any salient modifications to our response plans for the upcoming season.



AshBritt Tracks all NOAA Advisories

▪ **Phase 3 – Monitor, Alert, and Notification**



Public Service Announcement Examples

If a storm path aimed at the vicinity of the City, AshBritt will begin closely monitoring the track and conditions of the storm. AshBritt's Operations Manager – **Ralph Dahlgren** will contact the City as a precursor to your official alert stage. We believe it is important to engage communication lines as soon as possible and notify our clients that we are monitoring the status of all impending events.

AshBritt will work in unison with the City to utilize these AshBritt's or the City's Public Service Announcements (PSA's) for urgent notifications. An example of these PSA's can be seen on this page.

During this phase, we will put our management, supervisory, support, and reserve personnel, as well as our first response subcontractors and suppliers on a preliminary alert status. Our operations staff will review and satisfy our task preparation lists to

ensure all necessary supplies, equipment, and assets are ready to go. Additionally, we may secure and prepare our mobile command buses, satellite communications systems and other computer and communications equipment for deployment.

Upon official alert and notification by the City of an imminent threat (and likely strike), we will amplify our monitoring and readiness actions. Our operations staff will review the contractual scope of work and any established planning elements that had been derived during the pre-planning and preparation stage. We will put our management team, support personnel, reserve staff and primary and specialty subcontractors on standby status. Select management personnel and our first responder subcontractors will be deployed to the pre-designated rally points, pending further instruction.

AshBritt's Operations Manager or other key team member will be physically present as requested by the City. AshBritt duties will include but are not limited to

- Assisting and coordinating with the impact assessment and required resources
- Assessing damage
- Coordinating the helicopter survey
- Preparing for first push
- Ordering and staging equipment and supplies
- Coordinating the opening of the DMS
- Coordinating the action plan to be operational in the first 48 hours

▪ **Phase 4 – Strike, Mobilization, Assessment, and Clearance**

Following the impact of a debris-generating disaster, AshBritt will immediately deploy the management team to engage with the City. All work will be done in accordance with the FEMA P-325 Debris Management Guide and the **2016 FEMA Public Assistance Program and Policy Guide FP 104-009-2**. Preliminary courses of action and coordination will be addressed at this time if they have not been completed already. This will act as the cue to proceed with our pre-established response and mobilization plan. Many of the critical actions here will proceed concurrently. We will implement our communications plan as appropriate. If required, we will deploy aircraft and vehicles to assist the City with their initial damage assessment. We will also assist the City with vital public information as needed.



DMS Entrance and Inspection Tower

As part of this assessment, we will review the pre-designated staging areas and DMS for continued viability. As staging areas and debris sites are assessed, we will instruct our local subcontractors to ramp up preparation.

In addition, we will notify our primary first responder subcontractors to deploy to the areas for certification from pre-positioned locations. This will be done by the City's personnel or monitoring firm. Additional support and reserve staff will be ordered to begin deployment, as needed. Subcontractors and personnel will be checked-in and put through an orientation. The AshBritt Project Manager will coordinate with the City regarding emergency routes, federal-aid roads, and the existing debris management zones, as well as other special logistical aspects.

In regards to the federal-aid roads, AshBritt comprehends the new regulations stemming from Moving Ahead for Progress in the 21st Century, which resulted in the publication of the *Fact Sheet 9580.214 Debris Removal on Federal-Aid Highways*. The summary below identifies the applicable changes in regards to funding sources for the Emergency Relief program.

MAP 21 - Emergency Relief [1107]

"The Emergency Relief (ER) program assists federal, State, tribal and local governments with the expense of repairing serious damage to federal-aid, tribal, and federal lands highways resulting from natural disasters or catastrophic failures. Unlike other highway programs, ER is funded by a permanent authorization of \$100 million per year."

MAP-21 continues the ER program, with some changes in requirements:

- The state must apply and provide a complete list of project sites and costs within two years of the event; cost may not exceed the cost to repair or reconstruct a comparable facility.
- ***For emergency repairs, a 100 percent Federal share is allowed during the first 180 days following a disaster. MAP-21 allows the Secretary to extend the period if access to damaged areas is limited.***
- ***Debris removal for major disasters declared under the Stafford Act will be funded by FEMA.***
- Maintenance and operation of additional ferryboats or transit are eligible as a temporary substitute service." source: <http://www.fhwa.dot.gov/map21/summaryinfo.cfm>

Emergency Road Clearance

Upon request, AshBritt will begin mobilizing all the necessary resources to assist with emergency road clearance. In addition to the routes identified by the City, AshBritt has identified the updated evacuation routes in the Florida State Emergency Response Team (SERT) GATOR Analysis (See our Pre-Planning Approach Section). AshBritt will assist the City in identifying new key businesses based on the following priorities and field assessments:

- Support for Search and Rescue and other life-saving resources.
- Critical life-sustaining facilities (e.g., hospitals, nursing homes, other).
- Additional life-sustaining facilities (e.g., emergency feeding and sheltering sites, Local Distribution Points, other).
- Critical community support facilities (e.g., police, fire, EMS, and emergency management sites, other).
- Critical infrastructure facilities (e.g., Electrical Utilities, Telecommunication Utilities, other).
- Longterm sustaining facilities (e.g., water treatment facilities, wastewater treatment facilities, water pumping stations, other).

During our continued assessment, AshBritt project managers, and ground crews, if dispatched, will conduct a survey of the affected areas to ensure safe passage during the emergency road clearance phase and upcoming ROW mission. Emphasis on safety during this phase is critical, as there may be downed electrical lines and other hazardous materials released. Due to the fact that there will be many stakeholders involved during this response

phase, AshBritt will maintain a strong commitment to coordination and our personnel and forces will not interfere with the vital recovery efforts of other organizations and agencies within the City of Port Orange. Quality Control will be extremely pertinent throughout this phase and all phases. In assisting with emergency road clearance, as coordinated with the City, our ground crews will systematically cut, toss, and clear debris from vital travel lanes and critical facilities. Requisite traffic safety control methods and devices will be employed throughout this phase. All pertinent safety equipment will be supplied and required of ground crews and field personnel. We will work closely with the City to facilitate documentation of all activities for FEMA cost reimbursement during this phase and all applicable phases.

AshBritt's DMS managers and supervisory personnel will ensure that the accepted debris sites are prepared according to contractual requirements and FEMA guidance as established within the FEMA P-325 Debris Management Guide Ch. 8 Debris Management Sites, including procurement of all necessary environmental permits.

All construction, environmental, safety and logistical factors will be addressed. As these become ready, initial loads of debris may be delivered. Although debris is not generally collected during the emergency road clearance phase of the response; sometimes it is necessary to collect and haul debris to preclude an encumbrance to the clearance mission.

▪ ***Phase 5 – Equipment Certification, DMS Setup, Right-of-Way Collection (ROW)***

Throughout the initial mobilization, damage assessment and emergency road clearance-clearing phase, continued efforts are made to coordinate our subcontracting and operations plans. Out-of-area and local subcontractors with whom we have established commitments are contacted and instructed to deploy to our established staging areas within the impacted area.

Equipment certification areas will be established at select staging areas to examine the operability and safety of hauling vehicles and to measure and assign a load carrying capacity to them. This certification becomes the official tracking identification for all loads that a particular vehicle hauls. The measured capacity of all hauling vehicles is identified on the truck certification form and a placard affixed to each vehicle. All truck certifications are manually logged, scanned, and entered into our proprietary Disaster Information Management System (DIMS). Verification of truck certifications will be done within 48 hours.

The tracking of certifications is customarily duplicated by the client or their monitoring firm. (Note: AshBritt maintains a very diligent protocol for field data collection, processing, and reporting. This is crucial to successful accounting, invoicing and maximizing reimbursements.) Once haul vehicles are measured in, they are assigned a zone per the pre-established geographic area management plan (or any modifications made to that owing to the initial damage assessment). At this point, zones have been established by the City. As the emergency road clearance wraps up, we will accelerate the mobilization and certification of equipment. Debris Management Sites (DMS) will be fully manned with supervisory, monitoring and safety personnel, traffic control, and security personnel, as well as all operators and spotters. After the DMS baseline study is initiated, and site plans are completed, the ROW mission can be fully accelerated. AshBritt will provide as many Monitoring Towers as designated by the City at each debris site. The collection of debris from the ROW and other public property is organized by conducting multiple scheduled collection and removal passes. Passes are conducted in each established zone and area simultaneously, for the most part; this allows for an efficient and consistent recovery. Organized multiple passes give residents, and others affected ample time to remove debris from their private property to the ROW. Areas with the greatest damage and corresponding debris are assigned the greatest number of equipment resources (as the area allows).



Equipment Certification Process

Three complete debris passes are usually sufficient to complete the cleanup, although extra passes may be necessary for more densely populated areas, and areas with the greatest damage or special logistical circumstances. Typically, the first pass of debris collection is completed within the first two to three weeks. The lion's share of debris is collected during this pass. The amount of debris collected diminishes with each subsequent pass. As such, our ROW forces are thinned out over the course of the recovery. Our Quality Control field personnel consistently survey and report results in order to maintain an efficient allocation of resources. As subcontractors complete zones, the areas are jointly surveyed with the City or its designated monitoring firm and closed out. Subcontractors are either shifted to areas needing attention or officially released from the job. Throughout this phase, AshBritt will maintain extensive reporting of all debris loads and will provide the City with daily, weekly, and monthly status reports to illustrate production rates and progress. Furthermore, all damage claims and deficiencies reported (within 24 hours) during our debris passes are addressed by our Quality Control (QC) Manager and managed by our claims representative. All claims are managed through our Disaster Information Management System (DIMS).

▪ *Phase 6 – Hazardous Stump and Tree Work, Special Services, and Right-of-Entry Work*



Hazardous Stump Removal

Usually during the second and third passes of debris collection, specialized equipment and crews are deployed to remove hazardous stumps and dangerous leaning trees and hanging limbs. This work often requires special documentation, monitoring, and reporting. Also, during the first, second and third passes of ROW debris collection, other specialized debris collection, and clearance missions may be initiated. These include the removal of debris from drainage systems, sewers, culverts, catch basins, canals, streams or other designated waterways. Also, tasks may be issued for the removal of hazardous trees and debris from other public facilities, such as parks, trails or utility infrastructure (e.g., water plants). The debris created from this work typically becomes part of the general ROW debris stream. At the

DMS, programs may be implemented and underway to reduce and recycle white goods and other metals and reusable materials that may have been collected in the debris stream. These are typically segregated during the ROW mission on site or at the debris site.

Hazardous Limbs, Trees, and Stumps

Eligible vegetative debris may include tree limbs, branches, stumps, or trees that are still in place, but damaged to the extent they pose an immediate threat. These items are not eligible if the hazard existed prior to the incident, or if the item is in a natural area and does not extend over improved property or public-use areas, such as trails, sidewalks, or playgrounds. Bracing a tree is eligible (as Category B) only when doing so is less costly than removal and disposal. If the Applicant chooses to brace a tree rather than remove it, the tree is not eligible for removal later if it dies. Pruning, maintenance, trimming, and landscaping are not eligible. AshBritt adheres to the **FEMA 9580.204 Documenting and Validating Hazardous Trees, Limbs, and Stumps**, for all work done regarding these particular debris streams.

Hazardous Trees

In accordance with the **2016 FEMA Public Assistance Program and Policy Guide FP 104-009-2**, incident-damaged trees to be hazardous and eligible if the tree has a diameter of 6 inches or greater measured 4.5 feet above ground level, and the tree:

- Has a split trunk;
- Has a broken canopy; or
- Is leaning at an angle greater than 30 degrees.

For trees that have 50 percent or more of the root-ball exposed, removal of the tree and root-ball and filling the root-ball hole are eligible. For contracted removal of a tree with a root-ball, FEMA will not reimburse two separate unit costs to remove the tree and its root-ball.

For trees that have less than 50 percent of the root-ball exposed, FEMA only provides PA funding to flush cut the item at ground level and dispose of the cut portion based on volume or weight. Grinding any residual stump after cutting the tree is not eligible.

Hazardous leaning trees on public right-of-ways will be identified, measured (diameter), and documented by the City. Crews will saw-cut as necessary to trim and cut such trees to facilitate loading. Leaning trees on private property that are encroaching onto the ROW will be saw-cut at the private property line when safe to do so. Only the encroaching portion will be removed. Hazardous trees on private property posing an immediate threat will be addressed on a per case basis as identified above in the Private Property Debris Removal Section. Under an executed waiver and hold harmless agreement, we will remove trees and limbs that have fallen on homes or are threatening to fall on homes as a result of a disaster.

Hazardous Limbs

In accordance with the **2016 FEMA Public Assistance Program and Policy Guide FP 104-009-2**, removal of broken limbs or branches that are 2 inches or larger in diameter (measured at the point of break) that pose an immediate threat are eligible. An example is a broken limb or branch that is hanging over improved property or public-use areas, such as trails, sidewalks, or playgrounds if it could fall and cause injury or damage to improved property.

During our 2011 Winter Storm mission in Connecticut and Massachusetts, we removed hazardous hanging limbs from 187,853 trees.

Hazardous Stumps

In accordance with the **2016 FEMA Public Assistance Program and Policy Guide FP 104-009-2**, for stumps that have 50 percent or more of the root-ball exposed, removal of the stump and filling the root-ball hole are eligible. If grinding a stump in-place is less costly than extraction, grinding the stump in-place is eligible.

Stump removal in areas with known or high potential for archaeological resources usually requires that FEMA further evaluate and consult with the State Historic Preservation Officer (SHPO) or Tribal Historic Preservation Officer (THPO). If the City discovers any potential archeological resources during stump removal, the City must immediately cease work and notify FEMA.

FEMA only reimburses contracted costs charged on a per-stump basis if:

- The stump is 2 feet or larger in diameter measured 2 feet above the ground; and
- Extraction is required as part of the removal.

For stumps that have less than 50 percent of the root-ball exposed, FEMA only provides PA funding to flush cut the item at ground level and dispose of the cut portion based on volume or weight. Grinding any residual stump is not eligible. For stumps smaller than 2 feet in diameter, or for stumps of any size that do not require extraction, FEMA only provides PA funding based on volume or weight as removal of these stumps does not require special equipment. If the City claims reimbursement of these stumps on a per stump basis, FEMA limits PA funding based on a unit price for volume or tons, calculated using the Stump Conversion Table. If the City incurs additional costs in picking up stumps 2 feet or larger in diameter that AshBritt did not extract, it should complete the Hazardous Stump Worksheet and present documentation to substantiate the costs as reasonable based on the equipment required to perform the work.

A City representative will inspect the stump and measure the diameter above the root ball. The stump measurement, specific point of origin (GPS coordinates), and any notes by the City representative indicating the nature of the stump hazard must be added to the special stump load ticket for proper documentation. A photographic record is required. Proper documentation for eligible hazardous stumps is paramount for FEMA reimbursement. AshBritt will strictly comply with the **2016 FEMA Public Assistance Program and Policy Guide FP 104-009-2, FEMA RP9523.11, Hazardous Stump Extraction, and Removal Eligibility**, with respects to all hazardous stump removal from approved property.

For our Hurricane Katrina Mississippi mission, alone, we extracted approximately 24,000 hazardous stumps.

Clean Fill Dirt

Our specialized crews will typically consist of heavy loading equipment (i.e., wheel loader, backhoe, crane, etc.), a lowboy trailer and a dump truck holding fill material. Voids created by stump extractions will be filled with comparable and suitable material, usually purchased locally. Ruts and depressions inadvertently caused by contractor equipment and voids created by stump removals will be filled with suitable material and reasonably compacted to grade.

For our Hurricane Katrina Mississippi mission, AshBritt backfilled over 40,000 voids.

Right-of-Entry/ Private Property Debris Removal

Right-of-Entry (ROE) or Private Property Debris Removal (PPDR) work may be authorized and tasked to AshBritt. This may include just debris removal and hazardous tree removal from private property to demolition and the removal of resultant debris from the property—sometimes with the need to handle asbestos-containing materials and other hazardous materials. This is highly specialized work that requires experienced and certified crews. As this work requires much investigation, assessment, documentation, and monitoring, it is usually conducted during the third pass (or more) of the mission. AshBritt recognizes per FEMA P-325 Debris Management Guide Ch. 4, the need for:

- Right-of-Entry (ROE) forms
- PPDR assessments
- Environmental and Historical Review
- Photos in order to conduct ROE/PPDR.

Note: The Federal Coordinating Officer (FCO) may be contacted during these situations to verify all work will be eligible for maximum federal reimbursement.

Marine Debris Removal

AshBritt has extensive experience identifying and removing Eligible Debris from waterways as directed by clients. We will make every attempt to sort debris by type prior to offloading. The City will prescribe the specific schedule to be used for waterway debris removal. Floating and debris along the shoreline can be removed with the shallow draft work boats and barges. This equipment typically has a grappler hooks (or other similar securing mechanism) to recover float and beached debris. The debris can be staged on the barge or on an additional shallow draft barge can be used as a transport vessel to the offloading station. Vessels used to recover the debris may consist of shallow draft barges with light weight hoists and loaders, work boats with grapplers, landing craft or other work type vessels. In areas where it is required, hand crews will work which will reduce any environmental impacts. Wet debris located in deeper water or floating can be removed by spud or jack-up barges equipped with cranes or other lifting mechanisms. These vessels can remove large amounts of material at a time. These barges may also be used in the recovery of vehicles, vessels or other large items. Commercial divers may be utilized to go into the water to attach lifting cables, slings or air barges to aid in the recovery of large debris targets. Depending on water depth, shallow draft flat barges, scow barges, landing craft and other work vessels will be utilized to transport the material to the marine offloading staging site. As directed by City personnel, AshBritt shall remove all Eligible Debris from waterways. Any revenue generated from the sale, recycling or disposal of Eligible Debris shall accrue to the City. The City will make every effort to identify and provide access to Offloading Sites where debris removed from waterways can be safely removed and loaded into haul trucks for transport to a final disposal site. Should the City be unable to secure such access on public property, AshBritt shall pursue leasing options with owners of private property to obtain use as an Offloading Site. Any lease entered into by AshBritt will contain a “hold harmless” clause in favor of the State and federal government. AshBritt will operate Offloading Sites and only AshBritt vehicles and others specifically authorized by the City will be allowed to use the sites. Designated drop-off sites may also be established. AshBritt will remove all debris from those sites daily.

▪ *Phase 7 – Final Disposal, ROW Demobilization, and Hot Spot Punch List*

As the debris is hauled to the designated DMS, it is continually managed and processed. Debris is segregated by class. The types of debris are typically reduced by a variety of means, such as grinding, chipping, incinerating, open burning, compacting, mauling, crushing, and baling. AshBritt will abide by all the City of Port Orange Ordinances that apply to open and controlled burning. AshBritt will also utilize the local Fire Marshall and any other authority that may be involved with issuing burn permits. Certain debris types may just be segregated or contained; this debris includes household hazardous waste, gas containers, rubber tires, scrap metal, and other beyond-scope materials. The disposal of reduced debris is coordinated and scheduled from the onset of the mission. As the ROW mission winds down, resources are scaled back, and AshBritt management begins releasing and demobilizing equipment and personnel.



Mulch Haul Out for Beneficial Re-use –
Augusta, GA

We typically maintain Hot Spot crews to respond to special client requests and to complete generated punch lists. The balance of the debris is reduced, and final disposal activities continue. During this phase, AshBritt attempts to route and dispose of debris to its most beneficial reuse. We employ a variety of means to lessen the burden on local landfills and to encourage recycling and reuse of debris. As with all elements of the project, all debris hauled to final destination sites is carefully tracked and documented to substantiate full and accurate reimbursements. All recycling proceeds will be submitted to the City.

▪ *Phase 8 – DMS Restoration and Closeout*

During the debris removal process and after the material has been removed from each of the DMS sites, environmental monitoring will be needed to close each of the sites. This is to ensure that no long-term environmental contamination is left on the site.

- **Ash.** The monitoring of the ash should consist of chemical testing to determine the suitability of the material for either agricultural use or as a landfill cover material.
- **Soil.** Monitoring of the soils should be by portable inspection methods to determine if any of the soil is contaminated by volatile hydrocarbons. This phase of the monitoring should be done after the stockpiles are removed from the site.



Completed DMS Restoration
Riverwood Park, Toms River, NJ

After the removal of all debris at the DMS, the site will be restored to pre-use condition (or better). All equipment and site resources, such as the inspection tower and any fencing or erosion control devices, will be removed. AshBritt will finish the environmental baseline data checklist to verify the work did not alter the soil or air in any adverse manner. AshBritt's DMS Manager & Project Manager will conduct a final closeout inspection with a representative of the City and execute a final release upon determination the site meets the approval criteria.

▪ *Phase 9 – Final Reconciliation and Audit*

For the final phase of the mission, AshBritt's experienced accounting team will conduct a final audit/reconciliation with a City representatives or the monitoring firm. All truck certifications, load tickets, work logs, time sheets, invoices, and so forth. will be reconciled to ensure all eligible work has been accurately accounted for and invoiced. At a minimum, AshBritt will retain all records for a minimum of seven years from receipt of final payment for the services provided.

■ Ancillary Services

Major, widespread weather disasters can be utterly devastating to stricken communities, warranting the need for more extensive support services. These are services above and beyond debris removal and management. In many cases, these services are necessary precursors to ensure a debris mission advances effectively, safely and efficiently. AshBritt is a full-service, single-source contractor able to coordinate and deliver turnkey emergency response, environmental remediation, and recovery and restoration services. Under one umbrella, we can minimize the worry and confusion surrounding a client's recovery, restoration, and build-back needs following a major event. Through our resources and our teaming partners, we will ensure that these vital offerings are handled professionally, thoroughly, and expertly. Following is a selection of additional support services that AshBritt has provided in the past and can offer for the City of Port Orange:

• Emergency Services

- **Emergency Water/Ice** – Supplies of water in a gallon, 2-ltr bottles, or bulk potable water tankers; supplies of bagged ice (50-100lb), reefers/fridges, as needed, delivered to central distribution points within 24 hours. Logistical managers and POD supervisors to oversee the orderly distribution and tracking of provisions.
- **Emergency Housing** – Secured temporary housing and turnkey base camps to support local and out-of-area relief workers, representatives, and residents can be established within 48-72 hours following a significant event. Basecamps will be scaled and equipped to meet event scenarios. Hard-sided and soft-sided tents, CONEX systems, or other modular structures can be supplied and fully managed.
- **Mobile Kitchen and Shower Units** – As an extension to camps or as specific areas, these units, serving for disaster support workers, local representatives, and residents can be delivered, set up, and powered by generators within 48 hours. Multiple configurations and outputs are available. Full oversight and maintenance of facilities included.
- **Canteen, Commissary and Meals Ready to Eat (MRE)** – Full canteen and commissary services, serving hot breakfast, lunch, and dinner, as well as mid-rations, can be established, and expanded to support local relief representatives, workers, volunteers, and residents. MREs and heater meals can also be distributed systematically. AshBritt set up a commissary that served over 10,000 meals for Hurricane Katrina in 2005. In September of 2015, AshBritt provided 13,344 MRE's to Suffolk County, NY to replenish their supply.
- **Emergency Power Generation** – Temporary power generation for critical facilities can be delivered, set up, and maintained if the regular power supply is disrupted. Emergency light towers can be provided and distributed throughout the affected area and work sites.
- **Light Sources** – Provision of light and power sources within 24 hours of request. Capable of supplying these items to multiple locations simultaneously without interruption. The provision of necessary light towers and power plants site-wide, as required.
- **Satellite Service/Communication Infrastructure** – Satellite telecommunication service can be provided, to a greater or lesser extent, contingent on the magnitude of the event and scope of the damage. Services will support telephone and online internet access. Various equipment/configurations available depending on the scenario.
- **Emergency Fuel Supply** – Through strategic coordination and partnerships with wholesale fuel distributors, fuel can be provided immediately and as necessary to maintain continuity of vital services.
- **Temporary Offices, Warehousing, and Container Storage** – Mobile command centers, temporary offices, critical document and asset warehousing, and storage containers (CONEX or other) can be supplied in any configuration to meet local needs. Temporary prison facilities can also be delivered and maintained.



Emergency Ice



MREs and Canteen Service



Power Generation

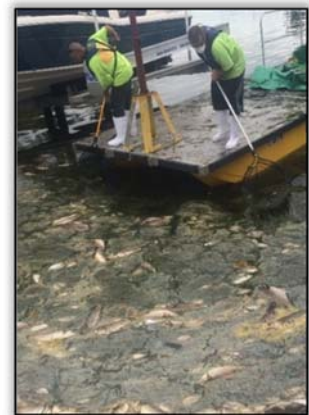
- **POD Manpower & Equipment** – All necessary manpower, management organization, equipment and supplies (i.e., forklifts, pallet jacks, lighting, hygiene stations, traffic devices, trash collections, etc.) can be supplied. Community relations and security personnel, and other provisions to safely and efficiently deliver water, ice, meals, tarps, food supplies or any other commodity or supplies may be distributed.
- **Emergency Barge Transport** – When major bridges and access routes to areas surrounded by water are damaged, and transportation is impeded due to storm damage, vital equipment and supplies may require transport by barge. Multiple major vendors and subcontractors are committed to AshBritt.
- **Emergency Roof Tarping and Repair** – Coordination and work of temporarily patching roofs when permanent repairs cannot be made immediately, mitigating further damage. Multiple experienced crews can be deployed. Also, distributing tarps to residents from PODs.
- **Fire Suppression Support** – Provision of water trucks and personnel as necessary to augment local water supply systems. Trucks with minimum capacities of 2000 gallons, which are filled and outfitted with valves compatible with fire hose connections meeting NFPA standards.

- ***Marine & Remediation Services***

- **Sewer/Catch Basin Clearing** – Removal of storm-generated sediment/debris from storm water sewer systems aids the prevention of secondary flooding. Clearing is typically accomplished using industrial VacTrucks.
- **Marine Recovery** – Underwater search and rescue, vessel recovery, underwater welding and salvage, debris removal from canals and waterways, deployment of divers, deployment of the remotely operated vessel (ROV), deployment of barge and landing craft as work platforms for equipment and supply transport. In 2012, AshBritt was tasked by the State of New Jersey and New York City to remove vessels from the bay following Hurricane Sandy.
- **Dredging** – Mechanical and hydraulic dredging of canals, marinas, and navigable waterways. AshBritt is a member of the Dredging Contractors of America. In 2013, following Hurricane Sandy, AshBritt was tasked with wet debris removal and dredging by the State of New Jersey.
- **Mass Decontamination** – Decon of buildings and facilities after detection of bio/chem, harmful agents.
- **Drying-in Services** – Emergency temporary dry-in of public facilities to include removal and disposal of affected building materials, securing structural openings, dehumidification, and moisture abatement. In 2008 following Hurricane Ike, AshBritt was tasked by Orange County, TX with providing building restorations services for 16 government buildings.
- **Mold Remediation** – Identification and remediation of mold in buildings and facilities.

- ***Other Restoration Services***

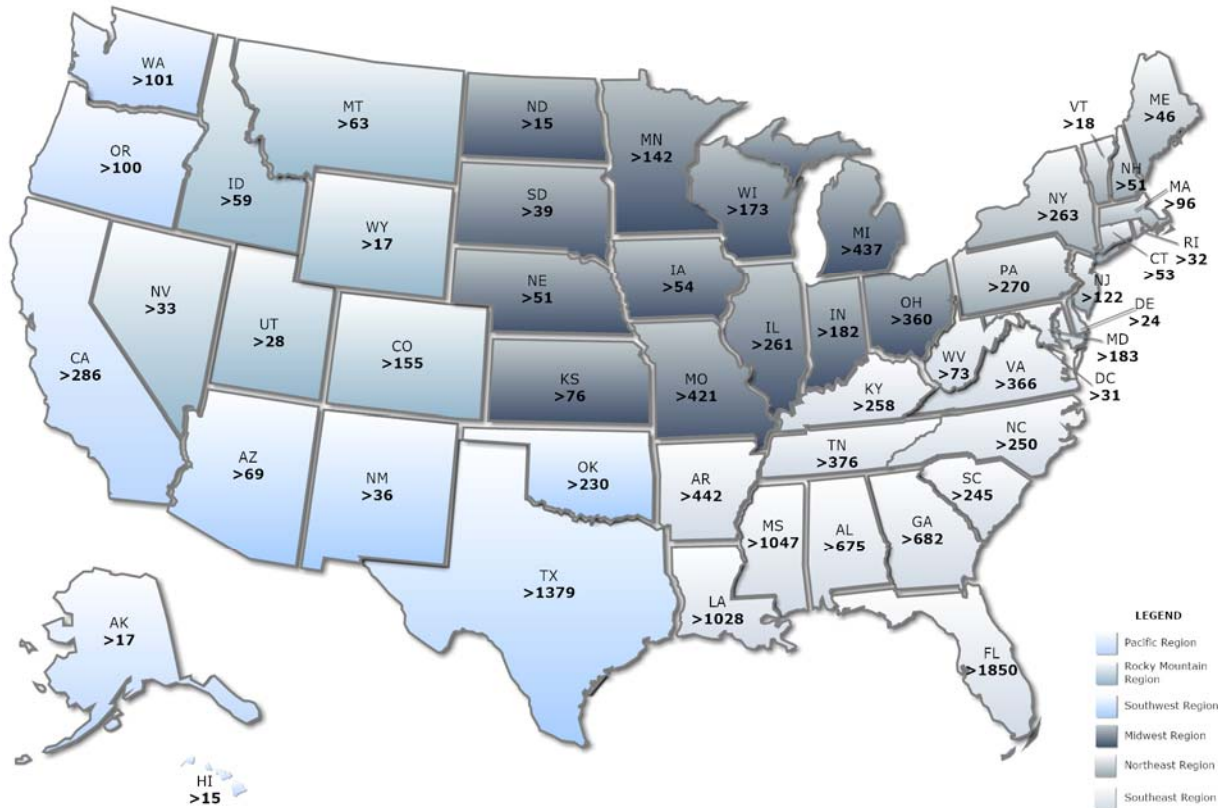
- **Derelict Vehicle, Boat & Vessel Containment & Disposal** – Removal, transport, and disposal of abandoned vehicles, boats, and other vessels to include aggregation staging, inventorying and indexing for easy location and retrieval. Information dissemination, owner contact, and supplemental investigations for proper disposition will be conducted, as well as decontamination and recycling of vehicles and vessels. AshBritt has a significant amount of experience removing abandoned vehicles. In 2012, AshBritt was tasked by New York City for a vehicle removal mission and transported 3,780 vehicles.
- **Dead Animal, Livestock, Fish Collection** – Collect and lawfully dispose of animal, bird and fish carcasses from public property and right-of-ways. Specialized crews are dispatched to specific locations where remains have been identified to collect, haul and dispose of all carcasses as directed by the jurisdiction. Collection, removal, and disposal of dead fish and sea life due to red tide algae blooms. In November of 2015, AshBritt was tasked with the collection, removal, and disposal of almost 10,000 lbs. of dead fish due to a red tide for Longboat Key, FL.



AshBritt Red Tide Fish Kill
Cleanup –
Long Boat Key, FL - 2015

■ **Subcontractor Plan**

AshBritt has over 13,000 registered recovery-related subcontractors and vendors nationwide, with over 1,850 in the state of Florida.



Subcontractor participation in disaster recovery missions is instrumental to the success of any project. As such, it is important that all stakeholders fully appreciate and comprehend the subcontracting plan and compliance controls exercised by a prime contractor. AshBritt always takes affirmative steps to assure that Minority Business Enterprises (MBE), Women’s Business Enterprises (WBE), Small Business Enterprises (SBE), and Disadvantaged Business Enterprises (DBE) are used whenever possible in accordance with 44 CFR 13.36(e), the FEMA *Checklist for Reviewing Procurements by Federal Grant Grantees and Subgrantees* (#6), and 2 CFR 215.44b. This requires contractors to put forth positive efforts to utilize minority owned, women’s business enterprises, and small businesses to the greatest extent practical. AshBritt also adheres to the Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented by Department of Labor regulations.

These next sections elaborate upon how we will comply with these laws and regulations. AshBritt has always maintained a solid commitment and plan for the inclusion of local, small, minority, and disadvantaged businesses. More importantly, we have the historical data to substantiate this as identified below in our Small Business Goal Achievement section. AshBritt understands the complex perception that limits the participation of small, minority, women-owned, and disadvantaged business enterprises on projects. We typically overlook these perceptions, simply because the employment of these companies historically benefits all stakeholders after a disaster event: the local community, the firm itself, us as a prime contractor, and the client. Owing to our long history, we have the experience in managing sensitive relationships in complex projects such as disaster recovery, including partnering, teaming, and joint ventures with both small and large firms. We pride ourselves on understanding our role as a professional stakeholder within these relationships, and we stay committed to local team building and developing quality relationships.

AshBritt makes ongoing efforts to create new subcontractor relationships. We welcome any referrals by local representatives to meet and to confer with native subcontractors. It behooves all parties involved to establish relationships and commitments prior to any storm event. AshBritt believes that the best solution is pre-disaster planning for identification and eventual inclusion of local businesses in the post-event recovery projects. The pre-event planning and relationship building must take place on an annual basis, and any subcontractor lists or relationships will be consistently updated.

- **Commitment**

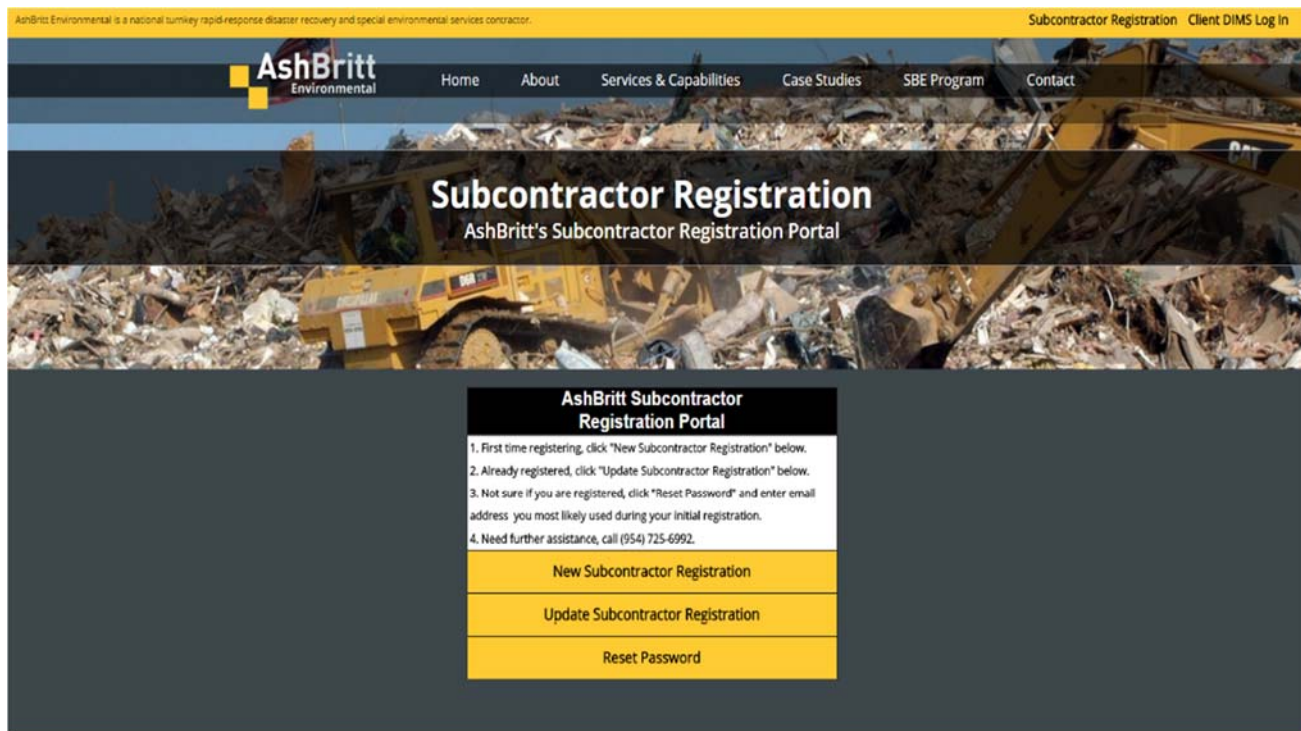
Our industry, on the whole, is largely based on subcontractor resources, both firms, and personnel. AshBritt has worked with thousands of subcontractors and individuals over our history. We maintain records and databases of all past subcontractors and employees, and we always encourage newly interested firms and qualified individuals to register and submit resumes through our newly redesigned website (www.AshBritt.com). Additionally, we maintain a core group of standby subcontractors who are exclusively available for deployment on AshBritt projects. We engage local, minority, women business enterprises, and other disadvantaged businesses whenever possible.

Local contractors and individuals are extremely beneficial, as they are quick to mobilize, highly motivated to assist their community and knowledgeable about local customs, politics, demographics, geography and area suppliers.

Moreover, we are committed to giving local firms and individuals the first opportunity for work when it is available. We have accumulated our robust pool of qualified staff reservists across the country by following such a practice. Simply put, all available local resources are indispensable to the rapid, efficient, and successful completion of any recovery project. AshBritt will perform at least 30% of the work with our own forces and give first priority to utilizing resources located within the disaster area.

- **AshBritt's New Website Registration**

AshBritt has provided images of the new subcontractor registration page of our redesigned website below.





SUBCONTRACTOR REGISTRATION FORM

GENERAL COMPANY INFORMATION

*Required Field

Company *		Federal Identification Number ?	
First Name *		Last Name *	
Address *		Address Line 2	
ZIP Code *	City *	State *	County *
Zip Code	Enter Zip First ▼	Enter Zip First ▼	Enter Zip First ▼
Business Phone *	Business Fax	Cell Phone *	
(xxx) xxx-xxxx	(xxx) xxx-xxxx	(xxx) xxx-xxxx	
Availability		AshBritt Experience	
☐ Check this box if your resources are currently available		☐ Check this box if you have previously worked with AshBritt	
AshBritt Previous Experience ?			
List the AshBritt project(s) you have worked			

BUSINESS SIZE AND CLASSIFICATION CHECK ALL THAT APPLY

For assistance in determining your business size and classification, please [CLICK HERE](#).

Large Business (LB)	☐	Woman-Owned Small Business (WOSB)	☐
Small Business (SB)	☐	Veteran-Owned Small Business (VOSB)	☐
Small Disadvantaged Business (SDB)	☐	Service-Disabled Veteran-Owned Small Business (SDVOSB)	☐
HUBZone Small Business	☐	Are you Registered with the System for Award Management? ?	☐
Other Small Business Certifications ?			
List all state, county and local small business certifications currently held			

Our selection process is broken down into three generic steps: 1) Identification, 2) Qualification, and 3) Deployment. They are as follows:

- **Identification:** Identification of subcontractors is ideally conducted as part of the pre-planning process prior to the event response. Given the unpredictability of disasters, additional identification of subcontractors, especially those within the City and affected areas, occurs just after events and often throughout the recovery. In addition to utilizing the pre-identified subcontractors, various public and private sources can canvass additional useful and qualified subcontractors. Further, we can glean valuable business background information to reference against our subcontracting goals. Subsequently, we work

toward cataloging all identified firms into our subcontractor database. Our Subcontractor Management System is a customized web-based computer application that allows for efficient information storage, retrieval, and subsequent ongoing identification of subcontractors from the affected region. A robust and sophisticated set of filtering parameters allows for the efficient culling of relevant data, making our selection process one of the amplest and rapid screening process in the industry.

- **Qualification:** Qualification and vetting of viable subcontractors are accomplished through an operational, financial, and administrative review, which includes, but is not limited to, the following:
 1. An initial interview—via phone or in person.
 2. A review of equipment and resource list, work history, special qualifications, and capabilities.
 3. A review of applicable Dunn and Bradstreet Reports.
 4. An on-site inspection of facilities and equipment, as applicable.
 5. An insurance review to ensure current or future contract compliance.
 6. A review of the Excluded Party List System (EPLS) now identified as System for Award Management (SAM): www.sam.gov as directed by FEMA Recovery Policy (RP) P9580.212 Public Assistance Grant Contracting FAQ.
- **Deployment:** Deployment of subcontractors on an AshBritt mission will take place only after careful consideration, evaluation, and selection by an AshBritt authorized representative. Ultimately, the selection process culminates with the execution of a Subcontract Agreement, either pre-event/position or post-event. This vetting process is based on the information obtained during the second phase of the hiring process. AshBritt will review in detail the scope of work each local contractor may be asked to perform within the terms of their contract. They will be briefed on all aspects of the operation, including safety rules and regulations, and required toolbox discussions, attendance at weekly safety meetings, use of the tracking system, invoicing procedures and all facets of AshBritt's response procedures. Furthermore, they will be provided the opportunity to review and ask questions about their Subcontract Agreement (Contract).

- ***Subcontracting Plans & Agreements***

Relying on subcontractor resources makes it critical to establish stringent standards and guidelines to protect our own and the City's interests. AshBritt's Base Subcontracting Plan sets performance criteria for all prospective subcontractors. It also works to develop a professional and capable workforce and to promote workforce diversity and the inclusion of small and disadvantaged firms. Most importantly, it ensures real participation of qualified disaster-affected local firms. All potential subcontractors, to perform under an AshBritt contract, must be pre-approved from our resource database, have a favorable evaluation from either a prior AshBritt project or at least three non-AshBritt projects, or the favorable endorsement of the client. Additionally, all equipment to be deployed is thoroughly inspected and certified as operationally safe. Workforce Safety training is administered when necessary, and a compliance agreement with all safety policies as mandated by all governing authorities must be acknowledged.

Subcontractors must execute a Subcontractor Agreement, which defines the scope of work, responsibilities, accountabilities, and binds the subcontractor to comply with Federal Acquisition Regulations (FAR) and FEMA regulations, as well as all contract requirements.

They must also execute a hold harmless agreement indemnifying respective entities and agents. Further, based on anticipated participation revenues, comprehensive insurance coverage, including worker's compensation is mandated. A certificate of liability insurance with established limits must be submitted before work can commence. Moreover, compliance with all applicable federal, state, and local tax, unemployment compensation, and worker compensation laws is mandated.

- **Challenges**

Local small business subcontractors present challenges as well as advantages. On the plus side, as we have mentioned, they know the local area well and in some respects may offer immediate effectiveness in identifying what will become critical and sensitive sections of the affected jurisdictions. High-level demographics and socioeconomic factors that may be success factors for a timely and orderly return to normalcy are likely to be more quickly understood by locals, resulting in production advantages. The negative side of local small businesses, out-of-state small businesses, and most small disaster driven start-ups is well known to AshBritt from our experience with Hurricane Katrina mission in Mississippi.

Large-scale disaster response and recovery missions, to achieve significant success, must have the highest safety standards, the strictest oversight standards, and heightened labor protection standards. The safety requirements of the USACE EM 385-1-1, our governing safety document, are unknown to most of the small businesses encountered in disaster areas. The safety requirements are major drivers for better and more expensive equipment, better training and much higher levels of safety awareness than small businesses on average. The requirements of the Service Contract Act and the Fair Labor Standards Act for wage determinations, holiday pay rules, and overtime payments are much less likely to be understood before the event by small businesses, whether local or not.

This was true in our Hurricane Katrina experience and resulted in AshBritt continuously providing pamphlets of information and instructions to subcontractors in our efforts to comply with our USACE Contract Requirements. Our success in this area is a testament to the effectiveness of the AshBritt managers in conveying accurate information to subcontractors.

- **“Small” Business Goal Achievement**

Hurricane Sandy Recovery Mission: AshBritt subcontracted over 65% of the subcontracted work to small business in the ongoing New Jersey Hurricane Sandy effort. The goal set by AshBritt in our proposal was 40%.

For our Hurricane Katrina recovery mission, AshBritt’s contractually obligated goal for hiring small business concerns, which included HUB Zone SB, SDB, MBE, WOSB, HBCU/MI, and VOSB (including Service-Disabled VOSB) was 60 percent. AshBritt surpassed that goal of 60 percent small business subcontractor utilization mark. Furthermore, throughout our history, AshBritt has had great success in employing HUB/SBE/MBE/WBE and DBE businesses on our past disaster debris management contracts, often exceeding 50 to 60 percent local participation. We have always strived to meet and exceed any expectations for our past clients, and we have typically exceeded their and our goals.

- **Subcontractor Letters of Interest**

AshBritt has presented letters of interest for each of our subcontractors on the following pages. These include 4 Jays Land Service and FDRC. Preference is offered to employ "qualified" local subcontractors, including local M/W/DBE, who have the appropriate equipment and experience and meet the applicable project criteria.



4 Jays Land Services, Inc.

♦74 Spring Vista Dr, Suite 100♦DeBary, FL 32713♦Phone: (386)860-4355♦Fax: (386)668-5117♦
Email: 4jaysdiane@gmail.com

May 25, 2016

AshBritt, Inc.
565 E. Hillsboro Blvd
Deerfield Beach, FL 33441

Subject: City of Port Orange, FL RFP #16-22 for Disaster Debris Removal and Disposal Services.

Dear Mr. Holsinger,

This letter serves as notification of our interest to assist the City of Port Orange, FL & AshBritt, Inc., by offering to make our services available in the event they are once again awarded the contract, and are activated for Disaster Debris Removal and Disposal Services during the contract's term.

Company Information: President, Glen Jung-407.402.5323,
Vice President, Keith Jung-386.847.2919.
Incorporated on January 1, 2004

We qualify as the following business types (check all that apply)

- ☒ Small Business
☐ Small Disadvantaged Business
☐ Woman-Owned Small Business
☐ HUBZone Business
☐ Veteran-Owned Small Business
☐ Service-Disabled Veteran-Owned Small Business

Federal ID # 200681831

Current/Active licenses held:

Number of Equipment/Personnel Available: 4 Pieces of Equipment-4Personnel

If anything additional is needed please email: Diane A. Zeolla – 4jaysdiane@gmail.com.

Sincerely,

Glen Jung
Glen Jung
President



May 25, 2016

AshBritt, Inc.
565 E. Hillsboro Blvd
Deerfield Beach, FL 33441

Subject: City of Port Orange, FL RFP #16-22 for Disaster Debris Removal and Disposal Services

Dear Mr. Holsinger,

This letter serves as notification of our interest to assist the City of Port Orange, FL & AshBritt, Inc., by offering to make our services available in the event they are awarded the contract, and are activated for Disaster Debris Removal, and Disposal Services during the contract's term.

- **Company Information:** President, Shannon Fuller Keith, incorporated on April 2, 2009.
- We qualify as the following business types (check all that apply)

☒ Small Business

☐ HUBZone Business

☒ Small Disadvantaged Business

☐ Veteran-Owned Small Business

☒ Woman-Owned Small Business

☐ Service-Disabled Veteran-Owned Small Business

- **Federal ID #** 30-0626180
- **Current/Active licenses held:** Alabama Subcontractor License
- **Number of Equipment/Personnel Available:**
 - 1) Ten (10) Double self-loader debris trucks;
 - 2) Administrative staff, drivers, operators, flaggers, mechanics, data entry, etc. as needed.

If anything additional is needed feel free to reach me at (205) 887-0791.



Sincerely,

A handwritten signature in black ink that reads "Shannon Fuller Keith". The signature is written in a cursive style with a large, looping "S" at the beginning.

Shannon Fuller Keith

CEO/President

P: (205) 887-0791

E: skeith@fdrc.us

- ***Subcontractor Monitoring***

It is important to state that all subcontracted personnel, assets, and all related information, records, and documentation from Subcontractor Agreements to operations tracking data to accounting information to final release of liens are collected, processed, and archived through our Disaster Information Management System (DIMS). The entire evolution and coordination of subcontractor management is documented through DIMS, as far as work-critical information and records concerned.

DIMS and AshBritt's Subcontractor Audit System is utilized to track all engaged assets, work site locations, work performance and production, project deficiencies and resolutions, project billing and discrepancy resolution. These data are available on demand and can be customized through various reports over established project timelines (i.e., daily production and weekly progress). All archived documents are available for batch download. Mostly, these systems reflect the direction and activities of subcontractor performance in the field, as managed by AshBritt's command chain.

- ***Florida Subcontractors Experience and Resources***

See the following list of potential subcontractors AshBritt may utilize if activated. The following list is not absolute or exhaustive; additional or substitute subcontractor resources would likely be used if the event warranted the participation. Fewer subcontractors would be used for a lesser event. All subcontractors listed have a long, positive work history with AshBritt and are fully qualified for the special demands required for disaster response and recovery. Preference is offered to employ "qualified" local subcontractors, including local M/W/DBE, who have the appropriate equipment and experience and meet the applicable project criteria.

Contractor Name	City	ST.	Experience/Capabilities	Hauling Equip. (Qty)	Support Equip. (Qty)	Manpower
Adventure Environmental	Key Largo	FL	Waterway debris collection, hauling	4	8	10
Blue Sky Disaster Clean-Up, Inc.	West Palm Beach	FL	Debris collection, hauling	15	5	20
BullDitt Hauling & Landscaping, Inc.	Ocala	FL	Debris collection, tree work, hauling	7	2	10
Cascais, Inc.	Springhill	FL	Debris collection, hauling	8	2	15
County Waste	Estero	FL	Debris collection, tree work, hauling, site management, reduction	12	2	13
CTI	Miami	FL	Disposal hauling	150		150
Dale String	Auburndale	FL	Disposal hauling	2		2
Disaster Recovery Services, LLC	Tampa	FL	Debris collection, hauling	6	2	8
Don Miller	Port Charlotte	FL	Debris collection, hauling	1		1
Dorado Services, Inc.	Sanford	FL	Engineering Services, debris collection, site management	12	2	15
East Coast Site Works, Inc.	Fort Pierce	FL	Debris collection, hauling	8	4	10
Eastern Waste Systems (EWS), Inc.	Pompano Beach	FL	Debris collection, hauling, disposal hauling	20	5	25
Eliassen Environmental, Inc.	Lakeland	FL	Tree work, hauling	2	4	6
Estlund's Enterprises, Inc.	Englewood	FL	Debris collection, hauling	4	1	8
FM Site Prep	North Port	FL	Debris collection, hauling	1		1
H & J Contracting	Wellington	FL	Site development & restoration; debris collection, hauling, site management	20	8	25
Haul-Away Construction Clean-Up Inc.	Punta Gorda	FL	Debris collection, hauling	5	1	6
Hedge Hunters Tree Service	Cocoa	FL	Debris collection, hauling	5		6
IES, Inc.	Pompano Beach	FL	Debris collection, hauling	5	1	5

**ASHBRITT INC. RESPONSE TO THE CITY OF PORT ORANGE, FL
RFP #16-22 FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES**

Contractor Name	City	ST.	Experience/Capabilities	Hauling Equip. (Qty)	Support Equip. (Qty)	Manpower
James Koutroubis	St. Petersburg	FL	Debris collection, hauling	2		3
Jarrett Trucking, Inc.	Royal Palm Beach	FL	Disposal hauling	2		2
Modern Recycling	Bonita Springs	FL	Debris collection, hauling	2		2
Neighborhood Recovery, Inc.	Lauderdale Lakes	FL	Debris collection, hauling	2		2
No. 1 Bobcat and Trucking	Davie	FL	Debris collection, hauling	8	4	15
Phil's Expert Tree Service	Coconut Creek	FL	Debris collection, tree work, hauling	8	5	15
R & R Environmental Services, Inc.	Navarre	FL	Debris collection, hauling	5	2	5
R.M. Trucking Service, Inc.	Lauderdale Lakes	FL	Debris collection, hauling	3		3
Randy Truck	Coconut Creek	FL	Debris collection, hauling	10	4	12
Resources In Land Development, Inc.	North Fort Myers	FL	Debris collection, hauling	5		5
Rio Indio, Inc.	Fort Pierce	FL	Debris collection, hauling	8	2	8
Rio-Bak	Wellington	FL	Debris collection, hauling, disposal hauling	5		5
S.E. McDonough & Assoc., Inc.	Lakeland	FL	Health, safety, environmental monitoring, etc.			8
Sanford & Sons Trucking Corp.	Oakland Park	FL	Debris collection, hauling	6	3	6
SFM Services, Inc.	Miami	FL	Debris collection, hauling	5	10	20
Soil Tech Distributors, Inc.	Miami	FL	Debris collection, hauling, disposal hauling	150		150
Surface Solutions of Tampa Bay, Inc.	Dade City	FL	Debris collection, hauling	30	10	40
Top Branch Tree Service, Inc.	Silver Springs	FL	Debris collection, tree work, hauling	15	8	25
Veolia Environmental	Various	FL	Special environment services			
WCC Disaster Recovery	Orlando	FL	Debris collection, hauling	8	2	12
WRS I&E, Inc.	Tampa	FL	Hazardous Waste Remediation.			10

- **Other Major Subcontractors**

Below is a list of key/major subcontractors that have successfully performed work on contracts of a similar size and scope to the work that the subcontractor is designated to perform. AshBritt assures that all of our major subcontractors are well versed in all aspects of FEMA documentation, reimbursement, project management, as well as demolition and debris removal work. In order to fully understand each of our major subcontractor's capabilities, we have provided a link to their website to elaborate upon their individual project management experience, contact information, and other pertinent facts.



Dorado Services, Inc. is a Sanford, Florida-based, HUB Zone small business company with many years of experience and is a current holder of USACE MATOC contracts for debris removal. Dorado can self-perform and mentor others in all phases of disaster recovery. (<http://www.doradosi.com/demolition-services.html>)

Address: 195 W Seminole Blvd, Sanford, FL 32771

A screenshot of the Dorado Services website. The header features the company logo and the text "A HUBZone Certified Company". Below this is a navigation bar with links: HOME, WASTE SERVICES, FACILITIES MAINTENANCE, ENVIRONMENTAL SERVICES, DISASTER RECOVERY, DEMOLITION SERVICES, AIRFIELDS, and CONTACT US. The main content area is titled "ENVIRONMENTAL AND ENGINEERING SERVICES" and features a large image of a damaged house and a boat. To the right of the image is a section titled "DISASTER RECOVERY" with a list of services. The footer contains copyright information and the designer's name, MILORIAN.

DORADO SERVICES
A HUBZone Certified Company

ENVIRONMENTAL AND ENGINEERING SERVICES

HOME | WASTE SERVICES | FACILITIES MAINTENANCE | ENVIRONMENTAL SERVICES | DISASTER RECOVERY | DEMOLITION SERVICES | AIRFIELDS | CONTACT US

DISASTER RECOVERY

Communities are vulnerable to five potential hazards that could cause major or catastrophic destruction: hurricanes, tornados, floods, wildfires, ice storms. Dorado is capable of providing a wide variety of services on an immediate basis to communities in need.

- Emergency Road Clearance
- Debris Removal, Reduction, Processing & Recycling
- Temporary Debris Storage & Reduction Site (TDSRS) Construction & Management
- Marine Removal, Recovery and Salvage
- Emergency Supplemental Collection of Residential & Commercial Solid Waste
- Hazardous Waste Collection, Transport, Staging and Permanent Disposal Demolition of Unsafe Structures
- Decontamination & Cleanup
- Beach Restoration
- Fire Suppression Support

All Rights Reserved ©2004 Dorado Services Inc. Designed by **MILORIAN**



Jet Hauling, located in West Palm Beach, Florida, is a premier small business partner with over 30 years' experience in the horticulture & vegetative Debris Removal Industry. Their long standing and successful history in hauling and emergency cleanup makes them an ideal partner for immediate response needs. (<http://www.jethauling.com/>)

Address: 7368 Westport Pl, West Palm Beach, FL 33413

A screenshot of the Jet Hauling Inc. website. The header features the company logo, a search bar, and navigation links: Home, Shop, Equipment, Experience, Hurricane Season, Pricing, and Contact Us. The main content area is titled "Experience" and includes text about the company's history and current contracts. A large photo shows a white truck with a red grapple loading debris into a black container. To the right, there are two sidebars: one for "Speedi MultiClean" and another for "HURRICANE/GULF WEATHER NEWS". The footer contains references to the Solid Waste Authority and Waste Management of South Florida, along with copyright information and a site map link.



Paul Bunyan, Inc. is a small, Somerset, Pennsylvania-based disaster recovery firm specializing in emergency work and debris removal, and has worked with AshBritt performing load and haul services and specialty hazardous tree removal on all projects since 2001. Paul Bunyan, Inc. is our go to subcontractor and can be relied upon to bring nearly unlimited resources when the event demands unrelenting high performance. (<http://www.paulbunyaninc.com/services.html>)

Address: 494 Harvest Dr., Rockwood, PA 15557

PAUL BUNYAN, INC.

Home

Services

Our Clients

Contact Us

Guestbook

Sub-Contracting

Paul Bunyan, Inc.'s experience provides the highest level of standards in which we proudly adhere to, and a partial list of our services are illustrated below.

Should a disaster strike your community, we stand ready to assist you in the professional manner this industry demands.



CURBSIDE PICK UP & HAUL: Immediately following an event, Bunyan will assist with Emergency Road Clearance & Debris Removal. In many cases, specialized equipment is staged within or nearby the danger zone to briskly provide additional support for emergency activities



SPECIALIZED EQUIPMENT: Debris removal has historically been the primary function of disaster recovery missions. In addition to the removal of hazardous debris, Bunyan will provide equipment specifically designed for other emergency functions such as removing Hazardous Stumps, Leaner's/Hanger's & Trees that may pose risks to your community



TDSRS SITE MANAGEMENT: Temporary Debris Staging & Reduction Site(s) are used to quantify, segregate & reduce storm-generated debris. Bunyan adheres to the Army Corps of Engineer's guidelines by providing the necessary resources to ensure that debris is handled in compliance with all Federal, State & Local laws & regulations (i.e.- monitoring tower, stable ingress/egress & safety)



DEBRIS PROCESSING & REDUCTION: Storm generated debris must be carefully segregated to verify its type. Once debris has been segregated, Bunyan will provide the most efficient method of reduction (i.e.- Burning/Grinding)



FINAL DISPOSAL: Once debris has been quantified, segregated & reduced, Bunyan will use specialized resources to transport the material to its final disposal site based on its type. In many cases, mulch can be used for a variety of environmental-friendly purposes (i.e.- fuel, landfill cover)



Northern Tree Service, Inc. is a small business based in Palmer, Massachusetts. The company was founded in 1932 and has grown to become the most diversified tree care company in the industry. Servicing all of New England and surrounding states, Northern provides the most skilled personnel operating the latest equipment in order to address any measure of work and has experience and expertise with all types of heavy equipment.

Northern Tree performs waste collection and is a large and important industry participant in all aspects of managing trees and forests. Northern Tree is a small business in NAICS 562119 but has a demonstrated performance history in quick strike disaster recovery mobilizations. Northern Tree has partnered with AshBritt for the last four years in storm events affecting New England. (<http://www.northerntree.com/>)
Address: 1290 Park St, Palmer, MA 01069

Since 1932 our commercial clients trust us to deliver proven solutions

The Northern Team has earned a reputation for being a leader of quality tree care services that tailor to many enterprise commercial projects, including municipal institutions, utility R.O.W.'s, golf courses, sensitive environmental habitats, historic properties, prestigious colleges throughout New England, and specialized services such as line clearing for AMTRAK trust Northern.



Sensitive Habitats

Northern offers practical options for wetland access, sensitive habitat management, erosion control, sedimentation traps, riparian area restoration, wetland mitigation and more.



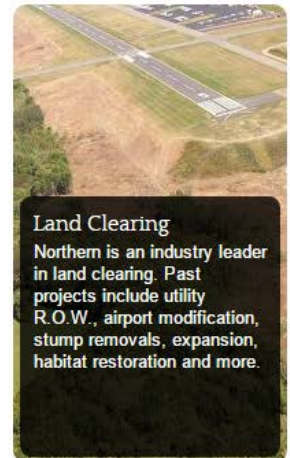
Golf Course Care

We understand the importance of esthetics in the golfing industry and how well-managed tree features affect nuanced hole play.



Institutional Services

Northern Tree Service offers full spectrum plant care; providing campuses with all their landscaping and arboricultural needs.



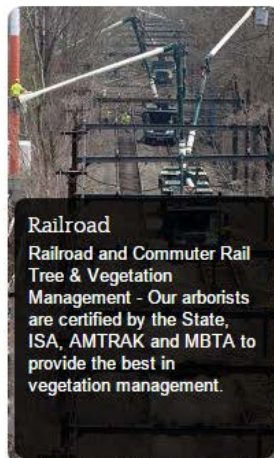
Land Clearing

Northern is an industry leader in land clearing. Past projects include utility R.O.W., airport modification, stump removals, expansion, habitat restoration and more.



Municipal

Northern's fleet of 50+ tree trucks are well prepared to provide municipalities with all their tree needs including 24-hour emergency storm response teams.



Railroad

Railroad and Commuter Rail Tree & Vegetation Management - Our arborists are certified by the State, ISA, AMTRAK and MBTA to provide the best in vegetation management.



Utilities

Our unparalleled fleet of specialized equipment, timber mats and line clearance arborists allow us to address even the most challenging work with unmatched utility access solutions.

Northern Tree Service - Commercial Tree Care Services
Servicing Massachusetts, New Hampshire, Connecticut, Vermont, New York, Rhode Island, Maine



Stanley Tree Service, Inc. is a small business based in North Smithfield, Rhode Island that has worked with AshBritt performing load and haul services and specialty hazardous tree work in Massachusetts (Springfield Tornado) and in Rhode Island (statewide MPA with Tier III Emergency storm response). (<http://www.stanleytree.com/>)

Address: 662 Great Rd., North Smithfield, RI 02896

home about us services - photo gallery contact us

about us



Founded in 1986, Stanley Zuba started Stanley Tree Service company out of the back of the trunk of his car with a single chainsaw and a climbing strap. From that point forward, Stanley Tree Service has set its roots in Blackstone Valley's community while never forgetting everyone else. A staple in North Smithfield area, Stanley Tree Service's fleet of red bucket trucks is regularly seen by the local communities

branching out all over Rhode Island (RI) and southern Massachusetts (MA).

Stanley Tree Service takes pride in providing quality, prompt service to the needs of the community at an affordable cost to the consumer. We know that a company's reputation evolves everyday and can quickly be chopped down. There is no better advertisement than good old fashioned word-of-mouth and we take that philosophy to heart.

In addition to providing residential service, Stanley Tree operates a 100 foot crane for any heavy lifting need. Not limited to trees, we have aided builders in hoisting building materials and new business erecting signs for their location. We have helped property managers and commercial clients since our inception.

Utility service is also provided. Our employees are trained to operate around electrical cables and that training is always on-going. Stanley Tree Service has been a partner with National Grid, Verizon, and Cox Communications to be pro-active in keeping service active to your home or business. Keeping trees and limbs away from utility lines prevent outages from falling debris. Our Hazard Tree Mitigation Program has prevented countless outages and prevented needless inconvenience for utility customers.

Stanley Tree Service has grown beyond fifty devoted and well-trained employees that care about your property and your job as if it was their own. Our licensed arborists will evaluate your job and provide the quickest, most efficient solution to minimize your inconvenience. Located in North Smithfield, RI, we provide all facets of tree care needs including 24 hour emergency service. From the simplest job to the most complex, let Stanley Tree Service be your full service tree company.

Our Services

- Tree Trimming
- Tree & Shrub Removals & Stump Grinding
- Tree Pruning & Plant Healthcare
- Licensed Arborists & Pesticide Applicators
- Crane & Bucket Truck Service

Stanley Tree Service, Inc.
662 Great Rd
North Smithfield, RI 02896-6864

Office Hours
Monday thru Friday
8:00 am. - 4:00 pm.

Stanley Tree Email



Beeghly Tree Service, LLC is based in Somerset, Pennsylvania. Beeghly Tree has worked with AshBritt for eight years performing load and haul services and specialty hazardous tree work. Beeghly Tree Service, LLC is a small business with large capabilities and experienced managers. Principals and senior managers are certified in USACE Construction Quality Management for Contractors. (<http://beeghlytree.com/our-capabilities/>)

Address: 219 Hillvale Rd., Somerset, PA 15501

WHY BEEGHLY TREE?

OUR CAPABILITIES

PHOTO GALLERY

CONTACT US

OUR CAPABILITIES

We offer complete government and commercial tree and land clearing services. We can also respond to natural disasters anywhere in the USA and provide storm debris management and cleanup.

GOVERNMENT & COMMERCIAL TREE WORK

- Right of way and roadside tree trimming and vegetative maintenance
- Tree Pruning and trimming in accordance with ISA standards and practices
- Selective tree removal
- Hazardous tree removal
- Tree hazard assessment, disease diagnosis and treatment
- Tree cabling and bracing
- Stump grinding and excavation
- Debris hauling and demolition

LAND CLEARING

- Pipe Line ROW work
- Select cut and clear cut timber operations
- Highway clearing and grubbing

DISASTER RESPONSE

- Response for tornadoes, hurricanes and ice storms
- Certified in both debris management operations and quality control management
- Hazardous tree removal and trimming
- Debris hauling
- Turn-key rapid disaster response team



Dick Jordan, Inc. is a veteran-owned small business based in Solomons, Maryland, performing load and haul services and specialty hazardous tree removal. Safety is their number one concern, and their spotters and operators are trained to identify and respond to any unsafe conditions. Dick Jordan, Inc. has worked with AshBritt in New Jersey (Hurricane Sandy); Massachusetts and Connecticut (Severe Storm and Snowstorm); Collier County, Florida (Hurricane Wilma); Mississippi (Hurricane Katrina). *Note: Dick Jordan, Inc. does not have a website as they are a veteran owned small business. As identified above, AshBritt has worked with them on many occasions and certifies they are knowledgeable and able to perform the work identified in this RFP.*
Address: 20 Creston Ln., Solomons, MD 20688



PARS Environmental Inc. is a Woman-Owned Small Business Enterprise (WBE/SBE), a Minority Business Enterprise (MBE), a Disadvantaged Business Enterprise (DBE), an 8(a) certified company, and a small business. PARS is based in Robbinsville, New Jersey and has extensive industrial hygiene, health and safety, and environmental experience, a profound understanding of federal and state regulations, and commands remedial technologies and data management systems that demonstrate a commitment to sustainable and innovative management approaches. (<http://www.parsenviro.com/>)
Address: 500 Horizon Dr #540, Hamilton Township, NJ 08691

PARS ENVIRONMENTAL INC.

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MSDS DATABASE

About Us

PARS Environmental, Inc. (PARS) is a full service environmental consulting firm that offers creative solutions to a broad range of engineering, health & safety, and environmental issues. PARS capabilities include remedial investigations, risk assessments, industrial hygiene, and treatment system design, construction and maintenance. We combine broad technical capabilities with a pragmatic approach to deliver services that save clients time and money.

The capabilities of our staff include the following disciplines:

- Asbestos Management
- Civil Engineering
- Geotechnical Engineering
- Environmental Engineering
- Environmental Compliance
- ISO 14001/OSHA 18001
- Wetlands Delineation
- Chemical Waste Management
- Geology
- Hydrogeology
- Ecology
- Archeology
- Cultural Resources
- Historic Preservation
- Biology
- Radiological Health & Safety
- Air Monitoring
- Remediation
- Mold Investigation and Remediation
- Radon Testing
- Operations Management
- Inventory Management
- Hardware/Software
- Project Management
- Chemistry
- Nanotechnology
- Environmental Science
- Industrial Hygiene & Safety
- Toxicology

PARS delivers unmatched value. You get the professional expertise found in large firms, the personal attention of a well organized, client-focused company, and competitive fees that always make you feel that you got your money's worth.

Fast turn-around, cost control and surpassing your expectations within the framework of current laws and regulations are all critical goals at PARS. We are accessible and responsive.....try us and find out for yourself.

PARS Videos

The U.S. Fish and Wildlife Service awarded PARS a contract to provide clean-up inspection services associated with the removal of Hurricane Sandy debris at the E.B. Forsythe National Wildlife Reserve in Oceanville, NJ. Here is a video from CBS News:

EXCLUSIVE: Superstorm Sandy Debris Removal Begins At National Wildlife... 00:00

EXCLUSIVE

Recent Contract Awards

July 2015. The U.S. Army Corps of Engineers, New England District awarded PARS and its Joint Venture partner, CEI, a contract to provide services for Hazardous Toxic and Radiologic Waste (HTRW) products at various locations in the Corps' North Atlantic region.

July 2015. The U.S. Army Corps of Engineers, Louisville District awarded PARS a contract to perform a Remedial Investigation and Feasibility Study at Youngstown Munic Airport in Ohio.

July 2015. Brookdale Community College awarded PARS an on-call contract to provide environmental consulting and other professional services at its Lincroft, NJ, campus and its various satellite campuses.

July 2015. The Department of the Interior awarded the PARS-Southwest Groundwater Consultants team a contract to perform a groundwater model development study at the West Salt River Valley Basin in Phoenix, AZ.

June 2015. The Naval Research Lab awarded PARS a contract to perform an audit of its Environmental Management System (EMS). The contract was awarded to PARS and its Joint Venture partner, CEI.

■ **Methods for Mobilization/Demobilization**

AshBritt utilizes very specific standard operating procedures as stated below. AshBritt understands the importance of mobilization commitments and responses. Please see Tab (B), Section: *Past Experience Table* for a chart that identifies our rapid response times for all projects in the last five years. As stated in this solicitation, AshBritt has made all arrangements necessary to mobilize and demobilize our labor force and equipment needed to perform the Scope of Services contained herein. AshBritt has developed a tiered activation approach for responding to all types of disaster events. Our approach encompasses two types of potential occurrences: predictable threats in which there are advanced warnings and the ability to monitor and track the situation and unpredictable events, which can have sudden, catastrophic impact. Predictable events include hurricanes, tropical storms, floods, ice storms, and wildfires. Unforeseen events include tornadoes, earthquakes, tsunamis, flash floods, terrorist attacks, or infrastructure failure. Our response and mobilization, approach to all disasters pre and post-event are uniform and consistent, as we follow established base guidelines and Standard Operating Procedures (SOP).

Our tiered approach is presented as a foundation from which to operate to allow for flexibility that may be needed due to the specific issues any event presents. For predictable events, such as Hurricane Wilma, we will pre-plan and prepare for a rapid, coordinated, and efficient mobilization. We will commence mobilization and alert, activate, prepare, and ready for deployment our management team, staff, reserve staff, consultants, subcontractors, vendors, and suppliers. This will allow us to respond almost simultaneously with the passing or cessation of any event. For an unpredictable event, we employ the same tiered approach, yet all actions are compressed and sufficiently expedited to ensure the most rapid response in line with post, real-time assessments of the scene. We will have the maximum number of resources available and be ready to deploy in the shortest timeframe. AshBritt has a proven ability to have all critical personnel, pre-identified first-responder subcontractors, critical supplies, and materials, ready to move. AshBritt's operational prepositioning allows us to mobilize immediately upon issuance of a task order and notice to proceed for debris removal, emergency debris clearance, DMS management, or other tasks. We will provide crews to commence debris removal operations and to begin debris reduction/disposal operations at each site immediately after the issuance of task order notice to proceed. The performance will be done in accordance with the task order in all designated work areas established therein. We present below, the core action steps of our tiered approach and activation. We will always be ready to deploy contractually mandated personnel and equipment to an affected locale. We will deploy all resources based on the most accurate available information before and immediately following any event. Using a tiered approach allows us to receive vital information ensuring our resource deployment is commensurate with the damage and debris quantities at the scene. We will deploy personnel and equipment in disciplined waves to ensure appropriate utilization of resources.

Our extensive positive experience across the nation in response to many diverse disaster events is a true testament to the efficacy of our response and mobilization efforts. Our approach has been tested and improved over many years and continues to be modified to offer even greater success. Our growing cache of pre-deployment commitments and teaming agreements for emergency debris clearance and disaster recovery services with first-rate subcontractors, vendors, and service agencies throughout the nation allows us to plan and respond expeditiously to any region. As we are illustrating herein, we are better able to mobilize resources strategically wherever and whenever a disaster may strike. We are modeled as a mobile workforce with the ability to respond to any disaster, anywhere within hours. Our operational plans revolve around expediting all response actions to minimize further risk and prevent recovery delays in the affected region. Our mobile command centers, company-owned aircraft, and chartered aircraft allow us to deploy critical personnel and resources prior to an event strike. This avoids traveling in other than optimum conditions. This also minimizes any importance in having to have a static office on site prior to any event. Therefore, we can coordinate and ramp up our response and recovery plans directly from the affected area as rapidly as the prevailing conditions allow.

In the final analysis, we have the experience and ability to mobilize and muster substantial numbers of personnel, equipment, and resources to the City, while performing at high levels of competency under tight deadlines and for extended periods of time. Given our vast network of resources from coast to coast, our location to the City of Port Orange, and our past performance experience, we are extremely well-positioned to continue to offer the most timely and comprehensive services to the City of Port Orange.

- ***Tiered Approach Response Actions***

Tier One activation is a response to an anticipated event, such as an approaching hurricane that is over 1,000 nautical miles, or approximately seventy-two (72) hours from landfall with a projected path that could impact the City of Port Orange. At Tier One activation the following actions are taken:

- The AshBritt Project Manager (PM) will contact the City to discuss current emergency planning, potential evacuations, special needs, and to confirm emergency phone contacts.
- Initiate Tier One telephone contact and email cascade down the chain of command, issuing activation notifications to all AshBritt Disaster Response Team(s) members, personnel reservists, technical compliance personnel, subcontractor partners, and resource and supply chain vendors.
- Confirmation for critical personnel of impending deployment orders; consideration and devising of most efficient and safe travel methods to ensure key personnel are at or near potential strike area pre-event.
- All team members will check their fly away gear and ensure it is thoroughly prepped and ready.
- AshBritt Pre-Planning Team is placed on standby for deployment.
- The initial response resource plan is devised based on currently known factors of the imminent event and its prevailing state, for instance: storm wind speeds, projected tides, expected path, or any other forecasted predictions regarding meteorological events. Forecasting models generated by the USACE are also reviewed for resource planning.
- Stock levels of necessary disaster operation supplies are verified by our Quality Control Manager and other support personnel; applicable resource vendors are notified of looming event and of a possible consignment of vital supplies and materials.
- Equipment inventories, internal and external, are reviewed and verified by location, particularly those of regional first responders. Update preliminary subcontractor crew and equipment deployment databases and ad hoc report list.
- Run preliminary AshBritt model for debris stream projections and production crew matrix to gauge needed resources.

Tier Two activation is the response to a predictable disaster event such as a hurricane, approximately thirty-six hours, from landfall. At Tier Two activation the following actions are taken:

- AshBritt Project Manager will contact the City to discuss current emergency planning, plans for conducting an initial damage assessment, special needs, and the potential location of the planning meeting.
- Initiate Tier Two telephone contact and email cascade down the chain of command to all AshBritt Disaster Response Team(s) members, personnel reservists, technical compliance personnel, subcontractors, and resource and supply chain vendors. All are directed to prepare for a 24-hour post-event response. All AshBritt aircraft and flight crews placed on standby status. Crews commence flight planning operations into the potential impact area or vicinity.
- Critical personnel travel arrangements are formulated and prioritized (air and ground travel arrangements are solidified, and assignments and preliminary rendezvous points are established). Contingency routes and travel means are considered while closer identification of critical regional access routes occurs.
- Local temporary lodging contracts are activated, where applicable. Regional and local temporary lodging contingency plans (i.e., man camps or established shelters) are considered.
- Regional and local first-responder subcontractors are activated. Out-of-area first-responders are alerted for potential response based on initial needs. Preliminary regional staging areas are identified and established outside of potential strike area.
- Equipment transportation permits ordered, as applicable. Current rules and regulations disseminated, either verbal or written, to all deployed AshBritt crews.
- Equipment staging areas in safe zones with close proximity to the disaster area are confirmed. Subcontractors are instructed to converge at the pre-identified locations to allow for immediate and systematic post-event response.
- Surety is notified of potential activation and to ensure bond documents are prepared. The insurance company is notified of potential activation and to provide necessary coverage of equipment and personnel in the affected area.

Tier Three activation is in response to an unknown disaster event or a request for immediate assistance. AshBritt has been issued a task order by the City to mobilize and is thereby at full operational status. At Tier Three activation the following actions are taken:

- Initiate Tier Three telephone contact and email cascade down the chain of command, issuing activation notifications to all AshBritt Disaster Response Team(s) members, personnel reservists, technical compliance personnel, subcontractors, and resource and supply chain vendors.
- Selected elements, as needed, are ordered to begin an immediate deployment. All Tier One and Two activities not referenced below, as applicable, are compressed and accelerated to affect the most rapid and effective response.
 1. Monitor the following for mobilization plans
 2. Local law enforcement (affected area) for route information and road closures
- Pre-Planning Team deploys to meet with the City's response team at the designated location.
- Expedited travel (corporate and chartered aircraft, mobile command centers and ground transportation) is activated. AshBritt Disaster Response Team(s) deploy to the scene by whatever reasonable and safe means of transportation are currently available.
- Prepare, present, and recommend as requested for development of the Debris Recovery Resource Plan.
- National and regional subcontractors, crews, equipment, supplies, materials, and personnel dispatched as indicated by the approved Debris Recovery Resource Plan. Staging areas and rally points established with instructions disseminated to all deployed parties on where to report and to whom to report to.
- Local temporary lodging contracts activated if possible and where applicable. Local temporary lodging contingency plans (i.e., man camps or established shelters) are activated as necessary. The supply chain for all emergency response goods and services is activated and administered.
- Local subcontractor first-responder partners activated; promotional and public information campaign for the recruitment of subcontractors and recovery assistance personnel commenced.
- AshBritt prepositions emergency road clearance crews for potential tasking. The objective of the clearance operations is to remove debris and obstructions from primary roadways so as to allow for emergency vehicular traffic. Debris is cut to a manageable size and stacked on the rights-of-way for subsequent collection.

• ***Response Plan Timeline***

The Exhibit below functions as a template for response planning. This template highlights all the pertinent data required for initial debris management service mobilization and complies with the requirements of the solicitation. Mobilization percentage and equipment quantity directly correlates to the USACE Pre-Event Debris Forecasting Model provided in the Pre-Planning Approach. As identified in our *Signature Project* section, during our Hurricane Katrina USACE mission, AshBritt collected and removed over nine million cubic yards of debris during the first 60 days of the recovery, therefore, we can assure the City we have the ability to complete all projects within the FEMA Sandy Recovery Improvement Act 120 day time frame to maximize the City's federal reimbursement.

Pre/Post Event Countdown		the City of Port Orange Activity/Plan Execution	Responsible Party	Mob (%)	Equip. Qty.*
Days	Hours				
-5	0	Within twenty-four (24) hours of the City being placed in the National Oceanic Atmospheric Administration five (5) - day hurricane forecast, AshBritt will contact the City regarding potential contract activation. Discuss preliminary plan overview; identify and confirm contact information for Debris Action Officer.	AshBritt Principal, Operations Manager (OM) Project Manager (PM)		
-3	0	Notify potential regional and national First Responders (i.e., local standby subcontractors) to begin preparation for activation and deployment (Tier One Activation).	OM, PM		

**ASHBRITT INC. RESPONSE TO THE CITY OF PORT ORANGE, FL
RFP #16-22 FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES**

Pre/Post Event Countdown		the City of Port Orange Activity/Plan Execution	Responsible Party	Mob (%)	Equip. Qty.*
Days	Hours				
-2	0	Continue contact with City Debris Manager. Discuss response plan details and confirm initial expectations and responsibilities. Confirm regional and local "rally points" for inbound crews, vehicles, and equipment.	OM, PM, City Debris Manager (CDM)		
-2	0	Organize regional and national first responder teams. Instruct teams to prepare for immediate deployment (Tier Two Activation).	OM, PM		
-2	0	Establish "hold points" 100 to 150 miles from the project target point, out of the storm path, where personnel and equipment can be staged. Follow established plans or improvise via ad hoc plans depending on projections.	OM		
-2	0	Inventory and distribute as needed communication resources: Sat phones, PDAs, cell phones, laptops, GPS units, cameras, safety supplies, badges, ADMS modules, and other individual support equipment. Final check and ready response trailers, supplies and materials. Apprise first responders of initial resource expectations.	OM, PM, Quality Control Manager (QCM), Env. Health & Safety Manager (SM)		
-2	0	Inspect and prepare internal equipment, materials, and supplies for transport. Ready pre-fabricated debris management site inspection towers for transport. Ready all other anticipated support resources.	CDM, QCM, OM, Support Staff (SS)		
-1	0	Deploy regional and national first responder crews, personnel and equipment to the pre-identified "hold point(s)".	OM, PM,		
-1	0	Arrange for local post-event crew lodging or activate temporary man camp/housing provider. Activate local service and supply accounts, as applicable.	PM, SS		
-1	0	Place "on hold" orders for office trailers, generators, scissor lifts, scaffolding, light towers, tents, and other projected support equipment/material needs.	OM, PM, SM		
-1	0	If requested by the City, AshBritt will have personnel in the City EOC to ride out the storm with the City.	PM		
-0	18	Initiate 18-hour update for the City of Port Orange Debris Manager, EOC, First Responders, vendors and activated Staff.	OM, PM		
-0	12	Initiate 12-hour update for the City of Port Orange Debris Manager, EOC, First Responders, vendors and activated Staff.	OM, PM		
-0	6	Initiate 6-hour update for the City of Port Orange Debris Manager, EOC, First Responders, vendors and activated Staff.	OM, PM		
0	0	Maintain contact with the City of Port Orange Debris Manager, EOC. Receive available updates. Discuss preliminary damage reports, impending NTP. (OM, PM and others may be on-site at strike.)	OM, PM		

Pre/Post Event Countdown		the City of Port Orange Activity/Plan Execution	Responsible Party	Mob (%)	Equip. Qty.*
Days	Hours				
+0	12	Deploy crews, personnel and equipment from "hold point(s)" to pre-determined "rally point(s)" within the affected region/area. Efficiently certify, indoctrinate and ramp up maximum crews within first 24 hours under authorized safe operational conditions.	OM, PM		
+0	12	Following NTP and Task Order(s), review with the City as necessarily applicable contract provisions and expectations.	OM, PM, CDM		
+0	12	Receive from the City a list of immediate emergency response and life support needs (tasks) to be supplied (ice, water, power generation, other), as applicable.	DM, OM, PM		
+0	12	Personnel that were at the EOC to ride out the storm with the City will assist local forces with preliminary damage assessment to determine quantity and composition of recovery resources needed (windshield and flyover, as necessary). Submit site-specific Accident Prevention Plan.	OM, PM, CDM		
+1	0	Deploy emergency road clearance crews as directed and tasked by the City. Continuation of certifications of recovery crews and sector deployment planning.	OM, PM, City Planning Team	10%	5
+1	0	Begin equipment certification at the rally point(s) to include load volume certification, safety inspection and compliance, truck numbering, insurance certification, and digital photos of all trucks and equipment.	PM, SM, QCM	15%	7
+1	6	AshBritt will mobilize and begin our response within 24 hours.	PM		
+1	12	Assess damage to pre-identified sites DMS. Confirm DMS site selection and post-storm viability.	PM, SM		
+1	12	Submit/Approve site plans for development of DMS sites. Submit Quality Control (QC) plans, and Management/Ops plans. Daily QC reporting commences.	PM, CDM	25%	12
+1	12	Begin baseline testing and development of DMS sites. Open for debris delivery as soon as possible.	SM		
+1	12	Start to establish a local geographical area management plan, including primary routes, collection zones for crew assignment, DMS site locations, dissemination of maps and/or GPS equipment to ensure maximum productivity and safety.	OM, PM, SM	35%	17
+2	6	Collection crew meeting. Set debris collection parameters for project, truck routes, DMS site status, reporting structure, quality control standards, safety concerns, a chain of command.	PM, SM, QCM	50%	25
+2	12	Assign collection crews to areas/zones; ready QC field monitors. Coordination with City personnel. Begin wide-scale debris collection. Have all "documentation systems" primed and in place	OM, PM, SM, QCM, et al.		

Pre/Post Event Countdown		the City of Port Orange Activity/Plan Execution	Responsible Party	Mob (%)	Equip. Qty.*
Days	Hours				
+2	12	Deployment of wide-scale (debris field monitors), and the QA tower monitors (as additional sites are opened).	CDM	60%	27
+2	12	Deploy Quality Control personnel. Commence quality assurance and compliance program to identify, track and correct deficiencies. Interface with City Quality Assurance Monitors. Commence and ramp-up wide-scale QC and Safety reporting and distribution.	QCM, CDM		
+3	0	Push continued; ROW collection ramp-up with emphasis on assessment priorities; DMS sites(s) operations fine-tuned.	PM, DMS Manager	75%	37
+4	0	Priority emergency road clearance completed; Full mobilization of resources; Continue ROW collection efforts; Begin Hazardous Tree and Stump assessment/removal.	OM, PM, CDM	100%	49
+5	0	Continue assessment, planning, and progress; add additional resources as necessary.	OM, PM, CDM		

**Note: This plan is based on the total approximation of total equipment units needed for a Category 2 Wet Hurricane event in reference to the USACE Pre-Event Debris Forecasting Model for Estimated Trucks (Equipment will vary by type and hauling capacity). AshBritt will only use rubber-tired, self-loading and unloading trucks for cleanup efforts within the borders of the affected area; only the size (capacity) of utilized self-loading vehicles will vary based on the area of deployment within the City.*

Recovery work is not complete until we conduct a final audit/reconciliation. All truck certifications, load tickets, work logs, time sheets, invoices, etc., will be reconciled to ensure all work has been accurately accounted for and correctly invoiced. During this phase, all exceptions will be investigated and resolved in order to come to an agreement on the balance for final billing. AshBritt will keep the City abreast of all of its mobilization and demobilization actions throughout the project. As the project winds down, AshBritt may start demobilizing resources but will always maintain necessary personnel that oversee all projects.

■ **FEMA Understanding**

AshBritt's team has developed a working knowledge of the current regulations and language pertaining to the Public Assistance Program, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, the Sandy Recovery Improvement Act, and many other relevant programs. More importantly, we have personnel that have administered recovery programs for the State of Florida Division of Emergency Management and FEMA Region IV. In addition, we continually work with our clients to maximize their federal reimbursement by assisting them with a variety of necessary quality control checks including but not limited to:

- Review FEMA Project Worksheet (PW) for an accurate Scope of Work and unit costs.
- Recover process documentation – create a plan to process all daily logs, tickets from the field/contractor, and perform documentation (data entry) of the recovery process.
- Perform daily, weekly ticket reconciliation, and final reconciliation of the debris removal ticket ledgers and disposal ledgers (DMS to final disposal), per FEMA requirements.
- Provide FEMA Category A Submittals including final inspection reports.
- Review project documentation for consistency, compliance, and completeness.
- Assist with submission of Requests for Payment, if necessary.
- Make recommendations to the City representatives for reimbursement tasks.
- Assist the City with negotiations with federal and state agencies, and verify completion of work task items for FEMA Category A-B for contract closeout.
- Provide pre-event training and recovery overview to the management staff, applicable the City of Port Orange staff, and elected officials as needed.
- Brief the City Debris Manager on the recovery process, critical meetings, required procedures and the current disaster recovery environment to avoid lost opportunities and delays with reimbursements.
- Recommend and assist in the organization of a community disaster recovery program and team.
- Prepare and brief the local disaster recovery team for key FEMA recovery meetings, the Applicant's Briefing and the Kick-off Meeting.
- Assist City staff with preliminary documentation for the project worksheets, a critical undertaking to ensure full reimbursement.
- Assist and support the local recovery team throughout the recovery for as long as needed.
- Provide guidance of alternate grants (NRCS, FHWA, State DOT, et al.) and/or mitigation opportunities such as the Hazard Mitigation Grant Program (HMGP) resulting from the disaster event.
- Assist in implementing the guidance from MAP 21.
- Conduct an exit interview with community managers and/or local recovery team members.
- Prepare a disaster event after action report for community management.
- Remain available for additional special assistance and guidance such as an audit.

● **Staying up to Date**

AshBritt is always staying abreast of the most up to date FEMA and State of Florida guidance. On 01/01/2016, FEMA published the new FP 104-009-2 Public Assistance Program and Policy Guide, which is a comprehensive, consolidated program and policy document for Public Assistance program grants. The PAPPG will supersede all previous policies and publications for disasters declared on or after January 1, 2016. AshBritt has thoroughly reviewed this document and all the changes it has on previous FEMA 9500 policies, guidebooks, and regulations. In addition, AshBritt attended the FEMA class: "Procurements Under FEMA Awards". This new guidance *Checklist for Reviewing Procurements by Federal Grant Grantees and Subgrantees* published by FEMA (09/15), and the applicable *Field Manual – Public Assistance Grantee and Subgrantee procurement Requirements Under 44 C.F.R. PT.13 & 2 C.F.R. PT.215*, which updates some of the regulations and standards our industry has abided by for many years. AshBritt has read and fully understands the guidelines; their importance cannot be overstated:

"The Uniform Rules, where applicable, supersede the procurement standards formerly found at 44 C.F.R. § 13.36 (applicable to states, local, and Indian tribal governments) and 2 C.F.R. pt. 215 (applicable to institutions of higher education, hospitals, and private nonprofit organizations)" – FEMA Procurement Disaster Assistance Team (PDAT) Training

- **Florida Division of Emergency Management Employees**

Jim. Loomis – Mr. Loomis has relevant disaster management capabilities developed during his 12-year career at the State of Florida Department of Community Affairs in the **State Emergency Response Team (SERT)**. Mr. Loomis worked extensively on all types of federal assistance projects and handled many program challenges. He has supervisory and hands-on experience with more than one hundred federal disaster declarations in the areas of government-to-government assistance for wildfire management and infrastructure support; government-to-individual assistance to meet uninsured family needs, and government-to-business assistance for uninsured business recovery needs.

Mr. Loomis was the primary liaison and coordinator for the emergency management community in the public-private partnership that became the Partners in Recovery Program with the Florida Insurance Industry. This partnership between the Florida Insurance Council, the Insurance Department, and Emergency Management is a national model for coordination of disaster recovery activities. The system of sharing information amongst recovery partners has benefited citizens by expediting assistance from all sources during difficult circumstances.

While with SERT Mr. Loomis worked in the hurricane shelter survey program, in the Community Right to Know program, in the Emergency Management GIS Unit and then served as the **Bureau Chief/Administrator of the Disaster Recovery Programs**. In this capacity, he was responsible for planning, coordination, oversight, and development of emergency recovery activities and worked with stakeholders for four years on the legislation that became the Disaster Mitigation Act of 2000.

Thomas Credle - Tom Credle has been a member of the AshBritt Management Team since April 2002. His disaster experience dates back to 1970 when he was the first **Director of the Virginia Office of Emergency Services**. He began his federal career in 1973 as a **Regional Director of the Federal Disaster Assistance Administration** which later became a key part of FEMA. During his federal service, he was appointed the **Federal Coordinating Officer** on 70 major disasters across the United States. He also participated in several disaster recovery efforts outside the United States.

Tom Credle retired from federal service in 1996. He worked for the State of Florida as a Disaster Recovery Officer before entering the private sector as a disaster recovery consultant and the President/CEO of Disaster Response Technologies Inc. He currently is a senior Reserve Consultant to AshBritt Inc on an as-needed basis.

Christopher Holsinger – During Mr. Holsinger's time at the Florida **SERT**, he has acquired an abundance of knowledge related to Hazard Mitigation and Debris Management. Mr. Holsinger was a Hazard Mitigation Grant Program (HMGP) Intern and then worked full time as the Debris Specialist in the Recovery Bureau of the Florida Division of Emergency Management.

He developed a working knowledge of and referenced FEMA P-325 Debris Management Guide on a daily basis to assist Florida sub-grantees with related technical assistance. He taught the FEMA G202 Debris Management Training Course throughout the state of Florida during his tenure. Mr. Holsinger regularly reviewed Debris Management Plans in order to comply with the Sandy Recovery Improvement Act Debris Management Plan Pilot Program. He acted as the state contact for review and submission of plans to FEMA for the additional 2% cost share for FEMA accepted plans. Mr. Holsinger was able to vet and receive 24 FEMA approved plans for Florida jurisdictions. He also reviewed Comprehensive Emergency Management Plans (CEMP) for the sub-grantees to check for Debris Management compliance during Florida's 5-year recertification for various jurisdictions.

Mr. Holsinger was also tasked to assume the role of Public Assistance Coordinator for the FEMA Fire Management Assistance Grant Program (FMAG) in 2013. At that time, Mr. Holsinger personally processed Project Worksheets and documentation through www.FloridaPA.org for 12 sub-grantees in Florida. During this time, he co-authored a Debris Management Field Guide, which is being published in order for a quick reference guide after a disaster. The primary focus of this guide was to identify eligible work and proper procedures for documenting, collecting, and disposing of different types of debris according to FEMA and other guidance.

- ***FEMA Organization***

To fully understand how the Public Assistance Program works, it is important first to understand the organizational structure as it relates to FEMA. Following a disaster declaration by the President of the United States, FEMA will enter into a contract with the state (or Non-Federal Entity) that will define the responsibilities and accountabilities of the federal and state governments. Once the state has requested federal assistance for the recovery through the application by the Governor, becomes the “Applicant.” Local jurisdictions (or Non-Federal Entities) seeking federal assistance through the state are “Sub-applicants” with no direct contractual relationship to FEMA. The best situation for the City is to have a strong State Emergency Management Department that is willing and able to support their constituent communities when the inevitable conflicts arise during the recovery mission. Without consistent and firm support from the state; disputes related to eligibility, contract implementation, and reimbursement will invariably be determined solely by FEMA in favor of the FEMA position regardless of the facts or the impact to the local community(s). Fortunately, AshBritt and our employees have assisted multiple clients with the formulation of appeals for current clients and during our employees tenure at previous emergency management agencies.

- ***The Process for Payment***

The Project Worksheet (PW) is the FEMA document used to request funding for specific recovery projects. A properly formatted PW will fully detail the necessity of a project, the scope of the project and will accurately forecast the costs associated with the project. Small projects (equal to or less than \$120,000 after 2/24/2014) are written by local governments and large projects (greater than \$120,000 after 2/24/2014) are written by FEMA. Debris removal projects, which make up the majority of all Public Assistance grants, are almost exclusively large projects. The FEMA PA Project Specialist (formerly known as the Project Officer) assigned to the local government will begin the process of gathering data and writing the debris removal PW within days or weeks after the event. Several sets of critical data are necessary to complete the PW.

- Accurate estimates of the total amount of debris to be collected.
- Accurate estimates of the total cost of the debris removal project.
- Accurate database tracking of work completed to date.
- Invoices submitted by and payments to the contractor.

Upon completion of the PW, it is sent to the Disaster Field Office (DFO) and reviewed by the PA Group Supervisor (formerly known as the Public Assistance Officer) and staff. If approved, the PW is then sent to the Federal Coordinating Officer (FCO) for additional review and endorsement by the state. Approved PW claims exceeding \$1,000,000 in value may also be sent to FEMA Headquarters for its consideration and approval. At any time in this process, the PW may be returned to the original FEMA PA Group Specialist for additional information or may be returned to the local government as a denied PW. A denied PW can be appealed to the FCO and then to FEMA Headquarters. Strong state support of the local government request is necessary for a successful appeal.

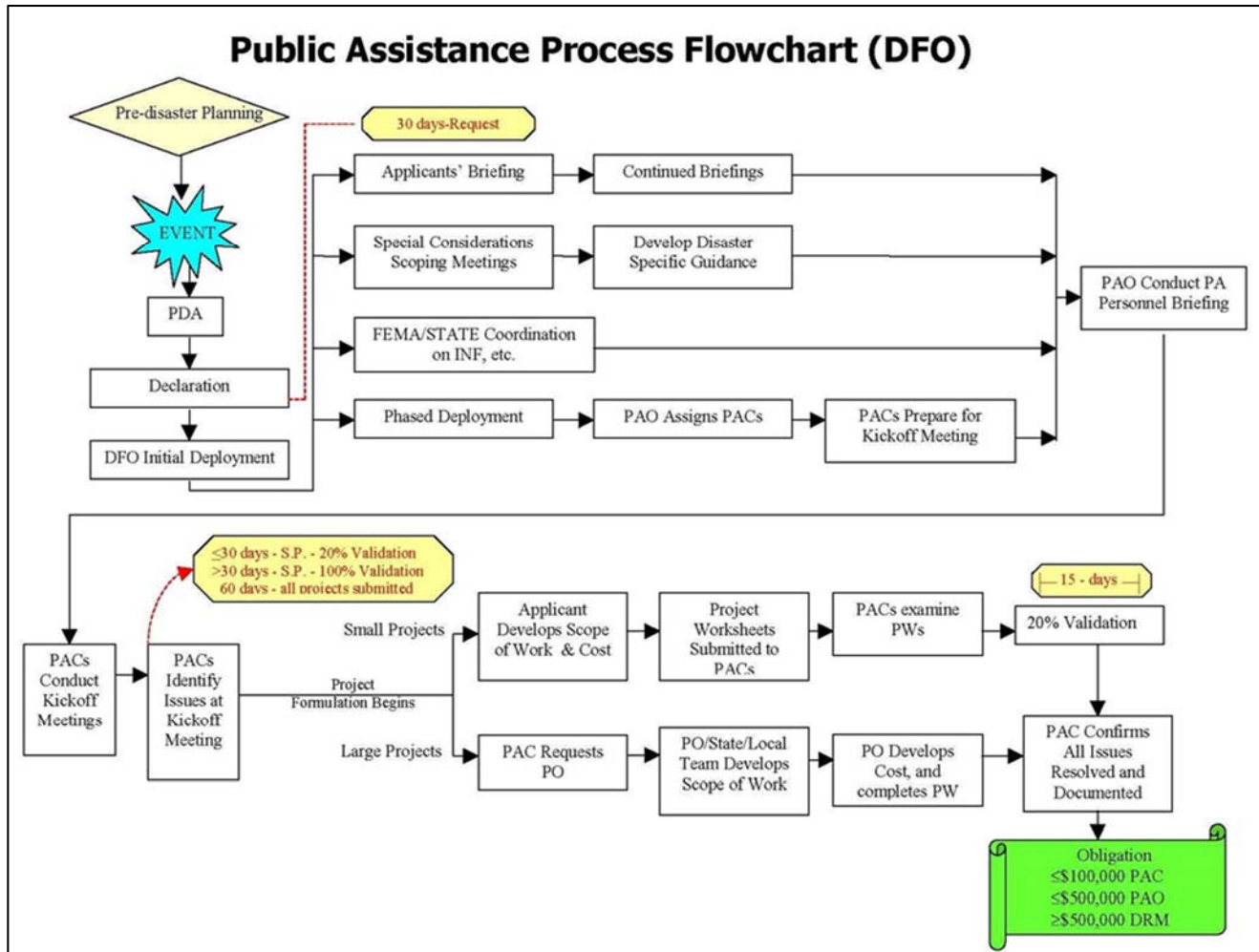
Once approved, the PW is scheduled for payment by FEMA to the state, and by the state to the local government. If the process works as designed the first PW should be completed in 3 to 4 weeks; the FEMA and state processing 3 to 4 weeks; payment transfers, federal to state and state to local, 2 to 3 weeks. Additional PW or supplements to the original PW should take about half the time as the original. Most of these processes take longer due to unforeseen delays.

- ***What can delay payment?***

- Lack of documentation or low-quality contractor invoice support.
- Poorly estimated debris quantities or project costs.
- Inadequate monitoring by the local government.
- An extreme number of local claims.
- Lack of immediate FEMA funds.
- FEMA cost containment initiatives.

- **FEMA Public Assistance Program: An Overview**

- The PA Program assists in the restoration of community infrastructure
- Supplemental cost reimbursement program
- Specific eligibility requirements
- FEMA share of eligible costs awarded to State for disbursement to sub-grantee
- Emergency and permanent work for small, large and approved alternate projects are available
- Special considerations for Hazard Mitigation, Environmental Requirements, Historic Preservation & Cultural Resources, Special Flood Hazard Areas and Insurance Requirements.
- Key support: Public Assistance Coordinator (PAC)
- Urgent Resources: Immediate Needs Funding



- **Sandy Recovery Improvement Act**

On January 29, 2013, President Obama signed into law the Sandy Recovery Improvement Act of 2013. This law amends Title IV of the Robert T. Stafford Disaster Relief and Emergency Act (Stafford Act). Specifically, the law adds Section 428, which authorizes alternative procedures for the Public Assistance Program under section 403(a)(3)(A), 406, 407 and 502(a)(5) of the Stafford Act. It also authorizes FEMA to implement the alternative procedures through a pilot program.

AshBritt is one of the few disaster response & recovery contractors who has experience with these alternative procedures established by the Sandy Recovery Improvement Act (SRIA). AshBritt's clients in Georgia and South Carolina utilized these programs for the 2014 Winter Storm Pax event.

- ***Maximizing Reimbursements under the SRIA***

AshBritt has operated under the Sandy Recovery Improvement Act (SRIA) program on recent missions and as previously mentioned we have personnel that have administered these pilot programs at the Florida Division of Emergency Management. There are four programs that will assist in maximizing funds for the City of Port Orange that have stemmed from the SRIA. The method by which AshBritt will assist in utilizing them for the City is identified below:

- ***Accelerated Debris Removal –Increased Federal Cost Share (Sliding Scale)***

This pilot program authorizes an increased federal cost share for the collection, hauling, processing and disposal of debris when sub-grantees perform removal operations within the specified timetable in the figure on this page. During February of 2014, AshBritt was activated in South Carolina and Georgia for Winter Storm Pax. At that time, we assisted seven jurisdictions (Georgetown, SC; Colleton, SC; Marion, SC; Sumter, SC City and County; Hampton, SC; and Augusta, GA) while they implemented the Accelerated Debris Removal (Sliding Scale). AshBritt assisted the jurisdictions with the process for notifying FEMA of the intent to use the programs and maintaining communication with them on the status of the programs throughout the process.

Debris Removal Work (Days from Start of Incident Period)	Federal Cost Share
0-30	85%
31-90	80%
91-180	75%
Federal dollars will NOT be provided for debris removal after 180 days (unless an extension is granted by FEMA)	

- ***Recycling Revenues***

When AshBritt generates recycling revenues from disaster debris removal, it will be returned back to the City. The City will be able to use these funds for improving future debris removal operations and planning. With sufficient pre-planning, more options, and greater opportunities are made available to recycle or to find beneficial uses for a higher percentage of the disaster debris stream. This includes the alternative procedures under the Sandy Recovery Improvement Act (SRIA) use of program income from recycled debris without offset to the grant amount. This program may be implemented for the City to save the amount of City funds that are used for the project if a debris mission is presented. Though a challenging goal, maximizing diversion will minimize landfill space utilization, recover usable resources, conserve natural resources and potentially reduce costs of the overall recovery.

Upon contract award, AshBritt will further refine its recycling plan in addition to utilizing local recycling firms, and reach out to non-profits to find available markets for potentially recyclable materials in addition to our pre-established recycling companies. AshBritt is dedicated to assisting the City as a function of our Pre-Planning commitment of the contract with the development or review of a strategic area-wide recycling plan. Our goal will be to devise a reasonable, area-specific plan that can be readily implemented and realized.

- ***Straight Time Force Account Labor***

When jurisdictions utilize their own labor forces to perform all or part of debris removal operations, FEMA will reimburse, at the appropriate cost share level, the base and overtime wages for existing employees and hiring of additional staff. This program not only increases the knowledge and experience of the City's staff, but it will also increase the rapport between AshBritt and the City. AshBritt and the City will have more of a hands-on role and relationship at which time they will further refine their respective roles in the mission. It is important to note that the new 2016 Public Assistance Program and Policy Guide elaborates further on these labor rules and regulations (Pg. 23-24).

- ***Debris Management Plans***

This program can provide the City with a one-time incentive of a 2% (1% State/1% City) increase in the cost share adjustment applied to debris removal work completed within 90 days. These plans must be submitted to the Florida Division of Emergency Management Recovery Bureau to review and eventually submit to FEMA for acceptance into the program.

AshBritt believes that this program benefits the City in more ways than just receiving the upfront increase in the cost share. Proper Mitigation and Planning can provide tremendous savings. AshBritt prides itself on maintaining the most diverse and experienced core team in the industry. All senior management and specialists are proficient not only in the recovery phases, but also in the planning phases of disaster debris management. We will be more than happy to review and be a part of the annual update of the City's Disaster Debris Management Plan. During AshBritt's last planning meeting with the City, we discussed the importance of the DMP. We will continue to be available to the City to assist in the update and review of the plan.

- ***Experience with Contract Auditing***

AshBritt will assist the City with audits and documentation requests for years after the event is closed. AshBritt follows standard protocols identified in the slides below to prevent de-obligation and issues during audits.

- ***Support for Conflict Resolution***

First Level of support: Avoid Conflicts!

- Know the rules & comply with them
- Follow Federal Procurement guidelines
- Document: Get it all in writing
- Be thorough: No incomplete paperwork
- Track all project costs
- Tie back all costs to specific PWs
- Quality control & reconcile on an "as-go" basis

The Audit Process: Interfacing

- Validate project data continually throughout recovery process
- Multi-part forms as "checks-and-balances."
- Scan & record all project paperwork for efficient filing & reference
- Data swapping & cross-checking exercises
- Pre-Invoice reconciliations to ensure accurate billing and supporting backup data
- Common data formats and flow processes

Note: AshBritt has provided the results of an audit done by the OIG for our Hurricane Sandy Mission in the state of New Jersey. Audit: OIG-14-45-D. 02/2014



OFFICE OF INSPECTOR GENERAL

Department of Homeland Security



Figure 2: Debris at Temporary Staging Site in Little Egg Harbor, New Jersey.
Source: Little Egg Harbor Township Department of Public Works.

RESULTS OF AUDIT

New Jersey complied with applicable Federal and State procurement standards when procuring emergency contracts for statewide debris removal and monitoring activities related to Hurricane Sandy. In addition, a local municipality's use of these contracts during the exigent period FEMA identified (November 4, 2012, to January 3, 2013) would meet State and Federal procurement standards.

New Jersey's Emergency Debris Removal Contracts

New Jersey complied with applicable Federal and State procurement standards when procuring emergency debris removal contracts for statewide debris removal related to Hurricane Sandy. Federal procurement regulations at 44 Code of Federal Regulations (CFR) 13.36 prescribe how states, as FEMA grantees, should procure property and services under a FEMA award. Specifically, 44 CFR 13.36(a) requires a State to: (1) follow the same policies and procedures it uses for procurements from its non-Federal funds, and (2) ensure that every purchase order or other contract includes any clauses that Federal statutes and executive orders and their implementing regulations require.

According to New Jersey procurement laws, the State must generally procure contracts for goods or services after public advertisement for bids (New Jersey Statute Annotated 52:34-6). However, the State may use noncompetitive procurement under exigent circumstances. New Jersey Statute Annotated 52:34-10(b) does not require advertisement for bids when "the public exigency requires the immediate delivery of the articles or performance of the service."

■ Safety Plan

▪ AshBritt Corporate Health and Safety Plan Statement

AshBritt is committed to protecting our employees, our clients, and the general public on all disaster recovery projects. This fundamental value is paramount to us and is inherent in all our operations. **Our goal is ZERO safety incidents.** AshBritt considers safety and environmental concerns very seriously in any disaster recovery or debris management operation, and we have an impeccable record as a result. From our organization's beginning with Hurricane Andrew through Hurricane Katrina and with Hurricane Sandy, our safety record has been excellent. **AshBritt's current EMR rating is .78.** During our management of Hurricane Katrina, under the U.S. Army Corps of Engineers, we maintained negligible lost-time injuries to total man-hours worked. Additionally, in managing 52 Debris Management Sites, we had relatively few environmental safety impacts. Given the scope of the mission, these achievements are truly extraordinary. The following guidelines validate our commitment to safety:

- The Operations Manager (OM) is responsible for supporting and monitoring the safety, health and risk management process
- Safety Officer (SO) is responsible and accountable for leading and implementing the safety, health, and risk management process
- All supervisors possess skills and knowledge commensurate with project responsibilities
- All employees must comply with safety, health, and risk management requirements
- We continuously improve safety management by identifying and implementing innovative ideas and processes. Our innovative **Safety Pays Program** rewards proper safety behavior by distributing gift cards and recognizing outstanding safety acts on each job.
- We foster a culture that aligns safety, health and risk management with all other business objectives
- We persistently emphasize the importance of safety, health and risk management to our employees
- Planning, process and lack of incidents will be the measure of our success
- Referenced Materials: AshBritt H&S Manual, USACE EM 385-1-1, 29 Code of Federal Regulations (CFR) 1910,1926 and ANSI Standards

Our emphasis on providing a culture of safety begins with the assignment of responsibilities to qualified personnel who will have the authority to implement the provisions of our Site-Specific Safety and Health Plan (SSHP) which can be found below. Specific Activity Hazardous Analysis (AHA) addresses the possible hazards involved in the project. AshBritt has developed a comprehensive SSHP for employment during any recovery mission. Our SSHP incorporates the aspects necessary to ensure the safety of all employees, clients, and the public.

▪ Safety Pays and Experience

AshBritt has put in place extensive policies, procedures, and incentives all designed to provide a safe and healthy work environment for all of our employees, subcontractors, residents, and customers. We have demonstrated such in our OSHA logs. Our OSHA Lost Time and Recordable Incidents for the last five years is as follows:

Experience Modification Rating:

2016	2015	2014	2013	2012	2011
.78	.98	1.02	.99	1.39	1.30

OSHA Lost Work Day Rate:

2016	2015	2014	2013	2012	2011
0	0	0	0	0	0

OSHA Recordable Incidents Rate:

2016	2015	2014	2013	2012	2011
0	0	0	0	0	0

Our Team has put in place extensive policies, procedures, and incentives all designed to provide a safe and healthy work environment for all of our employees, subcontractors, residents and customers. Our goal on every job is **Zero Incidents** - to ensure that all work is completed safely, with appropriate tools, the U.S. Army Corps of Engineers Safety and Health Requirements Manual (EM385-1-1) and Occupational Safety and Health Standards are the cornerstone of our SSHP. This goal takes priority over all scheduling concerns.



▪ *Safety Pays in 2016*

As an example of our commitment to safety, below is an image from one of our Safety Pays Program meetings for our current hazardous tree removal project in Lake County, CA. Based on their exceptional teamwork and situational awareness, the following individuals were chosen by the Project Managers as Safety Pays Recipients for the week ending 1/9/16:



- *Site Specific Safety and Health Plan*



Debris Operations: Site Specific Safety Plan (SSSP)

Client Name: TBD Contract Number: TBD

Contractor Name: AshBritt, Inc.
565 East Hillsboro Boulevard Deerfield
Beach, Florida 33441
954-725-6992 Phn 954-725-6991 Fax
Email: info@ashbritt.com

Contact Name: TBD

AshBritt, Inc. is committed to protecting its employees, its clients, and the general public on all disaster recovery projects. This fundamental company value is paramount to us and is inherent in all our operations. Our goal is zero safety incidents. The following guiding principals support our philosophy and our continued success:

- Senior management is responsible for supporting and monitoring the safety, health, and risk management process.
- The field organization is responsible and accountable for leading and implementing the safety, health, and risk management process.
- Supervisors possess skills and knowledge commensurate with project responsibilities.
- All employees must comply with safety, health, and risk management requirements.
- We continuously improve safety management.
- We foster a culture that aligns safety, health, and risk management with all other business objectives.
- We persistently emphasize the importance of safety, health, and risk management to our employees and partners.
- Planning, process, and lack of incidents will be our measure of our success.
- Referenced Materials: AshBritt H&S Manual, EM 385-1-1, 29 Code of Federal Regulations (CFR) 1910,1926 and ANSI Standards

The following *Site Specific Safety Plan* identifies the scope of work, accompanying hazards, applicable control and preventative measures, as well as the orientation, instruction, inspection, reporting, communication lines and investigations of safety concerns and incidents. Furthermore, it identifies the roles and responsibilities of key management in carrying out the plan objectives.

Description of Work to be Performed:

Debris Loading, Debris Hauling (Pick-Up & Haul), Debris Reduction, Final Disposition of Reduced Debris/Material & DMS Restoration

Working Reference Emergency Response Plans:

Spill Plans (01.E.01, 06.A.02) Firefighting Plan (011.01, 19.A.04)
Contingency Plan for Severe Weather (19.A.03)

Source: U.S. Army Corps of Engineers, Manual *EM 385-1-1*.
AshBritt, Inc. | Site Specific Safety Plan

2016

Plan Elements

1. Scope of Work Evaluation

- Debris Loading
- Debris Hauling
- Debris Reduction
- Transport of debris to final disposal
- TDSRS Restoration

2. Activity Hazard Analysis

Prior to commencement of any single phase of the wet debris mission, the project manager and/or project safety officer will address the *Activity Hazard Analysis* (see attached) in addition to the particular concerns associated with the work area covering:

- | | |
|---------------------------------------|---|
| ■ Physical hazards | ■ Weather conditions (cold, lightning, severe wind, etc.) |
| ■ Fluid leaks/spills | ■ Water Temperature |
| ■ Working pre/post daylight hours | ■ Public Interference |
| ■ Equipment and Vehicle Traffic | ■ PPE and Associated Safety Gear |
| ■ Personnel access and egress routes. | ■ Power Lines |
| ■ Heat/Cold stress | ■ Wildlife Concerns |
| ■ Environmental concerns | |
| ■ Noise hazards | |
| ■ Equipment and Rigging hazards | |

3. Control Measures

AshBritt, Inc. site staff will monitor the hazards, risks and exposures in accordance with this Site Specific Safety Plan. The plan addresses the various hazards, risks and exposures. Unsafe or unhealthy work conditions; practices or procedures shall be corrected in a timely manner based on the severity of the hazard.

4. Personal Protective and Safety Equipment

Personnel will be trained in the proper use and application of PPE. At a minimum, personnel shall be required to wear clothing suitable for the weather and conditions including Class 2 Hi-Vis clothing as the outer layer (per ANSI/ISEA 107), shirts with sleeves, long trousers, safety shoes or boots, and head protection (per ANSI Z89.1). As or if hazards warrant, hearing protection (per 29 CFR 1910.95), eye protection (per ANSI Z87.1), hand protection, and respiratory protection shall be required. Persons handling rough, sharp edged, abrasive materials, or work that subjects the hands to lacerations, punctures, burns, or bruises shall use hand protection.

4.1. All ground work requiring the use of a chainsaw will be performed per 1910.266(e)(2) and the OSHA Fact Sheet “Working Safely with Chainsaws”

4.2. All Visitors shall wear the required Personal Protective Equipment.

4.3. During any pre/post daylight hours operations there will be sufficient light source both at the sites and on the equipment so that all areas of the operation can be easily seen. Lighting at the storage site can be attained by use of light towers or equivalent. All personnel will wear the minimum required PPE and as required per task as identified above.

5. Health and Safety Provisions

5.1. Sanitation

- a. Toilets- At DMS' a minimum of one chemical toilet will be situated on-site in a location convenient to the work area(s). Each toilet is equipped with a toilet seat and toilet seat cover. Each facility is constructed so there is sufficient light, occupants are protected against weather/falling objects, door is tight-fitting, latchable and self-closing.
- b. In offices there will be toilets for each sex and will be maintained in a clean manner.
- c. Waste Disposal-Receptacles are located on-site and will be maintained in a sanitary condition without the aid of a cover.

5.2. Housekeeping

- a. Working areas will be cleaned up daily.
- b. Daily Dumpsite Inspections will be conducted and a record of all findings will be maintained for fourteen days after the inspection.
- c. The site will be maintained free from accumulation of unnecessary combustible materials.

5.3. Medical and First Aid Requirements

- a. Two employees on each shift shall be qualified to administer First Aid and CPR. No employees shall be required to work alone in remote areas.
- b. First Aid kits shall contain sixteen unit-type first aid packages. First Aid kits will be located at the tower and easily accessible to all workers. The contents of First Aid kits will be checked prior to utilization and weekly when work is in progress to insure that expended items are replaced.

6. Fire Prevention

All provisions of the National Fire Prevention Code, the United States Coast Guard Regulations, and any applicable local requirements will be adhered to.

- a. Fires and open flames shall not be left unattended.
- b. All sources of ignition shall be prohibited within fifty feet of operations with a potential fire hazard: area of ignition storage will be conspicuously and legibly posted "No Smoking or Open Flame."
- c. Smoking shall be prohibited in all areas where flammable, combustible materials are stored: "No Smoking or Open Flame" signs will be posted in all prohibited areas.
- d. An approved fire extinguisher will be placed in each piece of operating equipment.
- e. Fire extinguishers shall be approved by a nationally recognized testing laboratory.
- f. Machinery will be equipped with a CO2 or dry chemical fire extinguisher with a minimum UL rating of 5BC.
- g. General training will be provided by the project supervisor on the use and locations of

- fire extinguishers.
- h. A fire extinguisher, rated not less than 20B shall be located not less than twenty-five feet or more than seventy-five feet from any outside flammable liquid storage area.
 - i. Flammable liquids shall be kept in closed containers when not in use.
 - j. Safety cans and other portable containers for flammable liquids having a flash point at or below seventy-three degrees Fahrenheit shall be painted red with a yellow band around the can and the name of the contents legibly indicated on the container.
 - k. Flammable and combustible liquids shall not be stored in areas used for exits, stairways, or safe passage of people.
 - l. Workers shall carefully guard against any part of their clothing becoming contaminated with flammable or combustible fluids they will not be allowed to continue to work if their clothing becomes contaminated and must remove or wet down the clothing as soon as possible.
 - m. No flammable liquid with a flash point below one hundred degrees Fahrenheit shall be used for cleaning purposes or to start or rekindle fires.
 - n. Areas in which flammable or combustible liquids are transferred in quantities greater than five gallons shall be separated from other operations by at least twenty-five feet.
 - o. Drainage or other means shall be provided to control spills.
 - p. During refueling natural ventilation shall be provided to maintain the concentration of flammable vapor at or below 10 % of the lower flammable limit.
 - q. All storage, handling, and use of flammable and combustible liquids shall be under the supervision of a qualified person.
 - r. Only approved containers and portable tanks may be used for storage and handling of flammable and combustible liquids.
 - s. Approved metal safety cans shall be used for handling and use of flammable liquids in quantities greater than one gallon with certain specific exceptions.
 - t. Flammable or combustible liquids will not be stored in areas used for exits, stairways, or normally used for the safe passage of people.
 - u. The indoor storage of flammable and combustible liquids will be limited to no more than fifteen gallons.
 - v. Disposal of combustible waste materials shall be in compliance with applicable fire and environmental laws and regulations.
 - w. Vehicles, equipment, materials and supplies shall not be placed so that access to fire hydrants and other fire fighting equipment is obstructed.

7. Machinery and Mechanized Equipment

Before any machinery or mechanized equipment is placed in use, it shall be inspected by a competent person and certified to be in safe operating condition.

- a. Inspections and tests shall be in accordance with manufacturer's recommendations.
- b. All machinery and equipment shall be inspected daily by the operator prior to use to ensure safe operating conditions.
- c. Any inspection made at the beginning of each shift during which the equipment is found to be unsafe, or whenever a deficiency which affects the safe operation of equipment is observed, the equipment shall be immediately taken out of service and its use prohibited until unsafe conditions have been corrected.

- 1) A tag indicating that the equipment shall not be operated and that the tab shall not be removed, shall be placed on the steering wheel. Where required lockout procedures will be used. The tag will remain in its attached location until it is demonstrated to the individual dead-lining the equipment that it is safe to operate.
- 2) When corrections are complete, the machinery or equipment shall be operated in accordance with the manufacturer's instructions and recommendations.
- d. All machinery or equipment shall be shut down and positive means taken to prevent its operation while repairs or manual lubrications are being done.
- e. All repairs on machinery or equipment, or parts thereof which are suspended or held apart in slings, hoist, or jacks also shall be substantially blocked or cribbed before personnel are permitted to work underneath or between them.
- f. End-loader buckets shall be fully lowered or blocked when not in use. All controls shall be in neutral position with the engines stopped and brakes set, unless work being performed on the machine requires otherwise.
- g. Stationary machinery and equipment shall be placed on a firm foundation and secured before being operated.
- h. All work areas in which heavy machinery is being operated shall be illuminated from sunset to sunrise.
- i. All vehicles which will be parked or moving slower than normal traffic on haul roads shall have a yellow flashing/rotating light and four way flashers (if equipped) viewable from all directions.
- j. Equipment shall be shut down prior to and during fueling operations.
- k. Whenever equipment is parked the parking brake shall be set.
- l. Equipment parked on an incline shall have the wheels chocked or track mechanism blocked and the parking brake set.
- m. All equipment left unattended at night, adjacent to a highway in normal use shall have lights or reflectors, or barricades equipped with lights or reflectors, to identify the location of the equipment.
- n. No modifications or additions which affect the capacity or safe operation of the machinery or equipment shall be made without the manufacturer's written approval. No modifications to equipment will be required for any reason, if the modification voids or limits the manufacturer's warranty. If modifications are made, the capacity, operation, and maintenance instruction plates, tags, or decals shall be changed accordingly.
- o. In no case shall the original safety factor of the equipment be reduced.
- p. Steering or spinner knobs shall not be attached to the steering wheel.
- q. The controls of loaders, excavators, or similar equipment with folding booms or lift arms shall not be operated from a ground position unless so designed. Personnel shall not work or pass under or ride in the buckets or booms of loaders in operation.
- r. All machinery and construction equipment will be equipped with a reverse signal alarm. Reverse signal alarms shall be audible and sufficiently distinct to be heard under prevailing conditions
- s. All belts, gears, shafts, pulleys, sprockets, spindles, drums, flywheels, chains, or other reciprocating, rotating, or moving parts of equipment shall be guarded when exposed to contact by persons or when they otherwise create a hazard.
- t. All hot surfaces of equipment, including exhaust pipes or other lines, shall be guarded or insulated to prevent injury and fire.
- u. Substantial overhead protection shall be provided for operators of construction

- equipment in the form of FOPs and/or ROPs.
- v. Equipment operated between sunset and sunrise shall have the following lights:
 - 1) Two headlights
 - 2) At least one red tail light and one red or amber stoplight on each side of the rear
 - 3) Directional signal lights on both front and back
 - 4) At least one amber rotating/flashing light visible from 360*

8. Motor Vehicles

- a. Seat belts or equal protection will be provided in each motor vehicle. Seat belts shall be installed and worn in all motor vehicles.
- b. Glass used in windshields or cabs shall be safety glass.
- c. Motor vehicles operated on any roadway shall be equipped with headlights, taillights, brake lights, back-up lights turn signals from the front and rear and at least one amber rotating/flashing light visible from 360*.
- d. All motor vehicles shall be equipped with power wipers.
- e. Motor vehicles that operate under conditions that cause fogging or frosting of windshields shall be equipped with operable defogging or defrosting devices.
- f. Motor vehicles shall have an emergency brake system which will automatically stop the equipment upon failure of the service brake system; the emergency brake system shall be manually operated from the cab of the equipment.
- g. Motor vehicles shall be shut down and positive means taken to prevent its operation while repairs or manual lubrications are being done.
- h. All repairs on motor vehicles or parts thereof which are suspended or held apart by slings, hoist or jacks also shall be substantially blocked or cribbed before personnel are permitted to work underneath or between them.
- i. Every person operating a motor vehicle shall possess, at all times while operating such vehicle, a permit valid for the equipment being operated. No vehicle shall be placed in service until it has been inspected.
- l. All vehicles shall be equipped with service brakes and manually operated parking brakes. Service and parking brakes shall be adequate to control the movement of, to stop, and to hold the vehicle under all conditions of service. Service brakes on trailers and semi-trailers shall be controlled from the driver's seat of the prime mover. Every motor vehicle shall have:
 - 1) Speedometer
 - 2) Fuel gauge
 - 3) Audible warning device in operating condition
 - 4) Windshield and windshield wiper
 - 5) Operable defrosting and defogging device
 - 6) Adequate rear view mirror
 - 7) Power operated starting device
- m. Glass in windshields, windows, and doors shall be safety glass. Any cracked or broken glass shall be replaced.
- n. All dump trucks shall be equipped with a holding device to prevent accidental lowering of the body while maintenance or inspection work is being done.
- o. All off-highway end-dump trucks shall be equipped with a means to determine whether or not the dump box is lowered.

- p. Minimum emergency equipment required is one red flag not less than twelve inches square with standard and three reflective markers which shall be available for immediate use in case of emergency stops, two wheel chocks for each vehicle or each unit of a combination of vehicles, at least one 2A10BC fire extinguisher.
- q. Principles of defensive driving shall be practiced. The operator must have the vehicle under such control as to be able to bring it to a complete stop within the assured clear distance ahead. Vehicles will not be driven at speeds greater than the posted speed limit, with regard for weather, traffic, intersections, width and character of the roadway, type of motor vehicle, and other existing condition. Headlights shall be turned on from sunset to sunrise, during fog, smoke, rain, or other unfavorable atmospheric conditions, and at any other time when there is not sufficient light for the vehicle to be seen or the operator to see on the highway at a distance of five hundred feet. Vehicles shall not be driven on a down grade with gears in neutral or clutch disengaged.

9. Traffic Control

- a) Minimal PPE required for all workers affected by traffic will consist of sleeved shirt, long pants, safety shoes/boots, hard hats, safety glasses and Class 2 HiVis (per ANSI/ISEA 107) apparel as the outermost layer. HiVis apparel should be clean and in good condition.
- b) Traffic control devices will consist of orange cones with reflective striping, signage, flaggers with stop/slow paddles and police details. Any vehicle impeding normal traffic flow will have a minimum of working hazard lights and an amber warning beacon or strobe placed so it is easily visible from all directions.
- c) The STOP/SLOW paddle shall have an octagonal shape on a rigid handle. STOP/SLOW paddles shall be at least 18 inches wide with letters at least 6 inches high. The STOP face shall have white letters and a white border on a red background. The SLOW face shall have black letters and a black border on an orange background.
- d) Project Managers should coordinate with their local municipalities to determine roads with high traffic volume and plan accordingly. The Senior Project Manager will be notified of such areas and a specific plan will be set in place for each identified area.

10. Periodic Site Inspections

Periodic site inspections will be performed according to the following schedule:

Area of Inspection	Frequency	Inspector
Office	Weekly	OM, PM, EHSM
DMS	Daily	EHSM, PM, Sub Rep
Vehicle/Equipment	Daily	EHSM, PM, QCM, Operator
Active Operations	Daily	EHSM

Unsafe or unhealthy work conditions, practices or procedures shall be corrected in a timely manner based on the severity of the hazards. Hazards shall be corrected according to the following procedures:

- When observed or discovered
- When an imminent hazard exists which cannot be immediately abated without endangering employee(s) and/or property, we will remove all exposed workers from the area except those necessary to correct the existing condition.
- Workers necessary to correct the hazardous condition shall be provided with the necessary protection and appropriate instruction.

11. Progressive Discipline

Non-compliance with the *Site Specific Safety Plan* may result in progressive disciplinary action as determined by the Senior Project Manager/Operations Manager/Owner Representatives/Owner.

12. Training And Instruction

- All workers, including managers and supervisors, will be trained as follows:
- To all workers given new job assignments for which training has not previously been provided

Training Protocol	Frequency	Responsible Person – See section 20 for acronym description
• Initial establishment of the SSSP Program	Start of Project	OM, PM, EHSM
• DMS Safety Checklist	Start of Project and Weekly Thereafter	PM, QCM, EHSM
• Safety Meeting w/Sign In Sheet	Start of Project and Weekly Thereafter	EHSM, PM, QCM
• Toolbox/Safety Meeting	Daily	Sub-Contractor Rep, PM, QCM
• When new substances, processes, procedures or equipment, which present new hazards, are introduced into the site	As required	OM, EHSM, PM, QCM
• When new previously unidentified hazards are recognized	As required	OM, PM, EHSM, QCM
• When occupational injuries and illnesses occur	As required	EHSM
• To all workers given new job assignments for which training has not previously been provided	As Required	OM, PM, EHSM, QCM

• When any new employee is hired	As Required	OM, PM, EHSM, QCM
• When employees who are unfamiliar with the site are assigned to the site, or when tasks are assigned for which a hazard evaluation has not been conducted.	As Required	OM, PM, EHSM, QCM
• Whenever workplace conditions warrant an inspection	As required	OM, PM, EHSM, QCM

12.1. Workplace safety and health practices for all locations include, but are not limited to, the following:

- Explanation of the SSSP Program, Contractor's/Client's Safety Program, emergency action plan and fire prevention plan, and measures for reporting any unsafe conditions, work Practices, injuries and when additional instruction is needed
- Ensure proper Use of appropriate clothing, including gloves, footwear, and personal protective equipment
- Availability of toilet, hand washing and drinking water facilities for impacted employees
- Provisions for medical services and first aid including emergency procedures
- In addition, we provide specific instructions to all workers regarding hazards unique to their job assignment, to the extent that such information was not already covered in other training.

No person shall be required or instructed to work in surroundings or under conditions which are unsafe or dangerous to their health.

12.2. Any person aware of an unsafe or dangerous condition shall report the condition to his/her supervisor immediately. The particular operation will be stopped, the project manager will appoint a competent individual to investigate the condition and make corrections prior to restart of the operation.

13. Project Site Orientation

AshBritt provides orientation on the following subjects/programs to all our employees as required by the specific project and all programs are part of the Health & Safety Manual:

- AshBritt Code of Safe Practices
- Drug and Alcohol Program
- Good housekeeping, fire prevention, safe practices for operating any tools, vehicles and equipment
- Safe working procedures for cleaning, repairing, servicing and adjusting equipment and machinery
- Safe access to all working areas
- Materials handling
- Traffic safety
- Marine safety

- OSHA's Top Four –Falls (slips/trips), Struck By, Caught Between, Electrocution
- Fall Protection
- Ergonomic hazards, including lifting techniques and working on ladders or stooped posture for prolonged periods at one time
- Personal protective equipment
- Respiratory Program
- Hazards communication
- Job site physical hazards, such as heat stress, noise
- Personal hygiene
- Putrefied Foods program
- White Goods, E-Waste Collection
- Freon Reclamation
- Scrap Metal Baling

A copy of the H&S Manual will be in the field office for any employee to review.

14. Employee Communication System

The following system of communication is designed to facilitate a continuous flow of safety and health information between management and staff in a form that is readily understandable and consists of the following items:

- Site Specific Safety Plan (SSSP)
- Workplace safety and health training programs
- Regular required weekly safety meetings for all workers shall be documented by agenda and record of attendance.
- Daily toolbox talks.
- Effective communication of safety and health concerns between workers and supervisors
- Posted or distributed safety information
- New worker orientation, required for all new employees.

15. Accident/Exposure Investigations

- All supervisory personnel, foreman and employees will immediately report accidents to the Project Safety Officer.
- The Project Safety Officer/Assistant Safety Manager will respond to the accident scene as soon as possible.
- Employees are responsible for reporting all injuries or occupational-related illnesses as soon as possible to his/her immediate supervisor.
- The contractor shall report all injuries to the designed authority within twenty-four hours.
- No individual shall decline to accept a report of injury from a subordinate. Reports will be made on the Supervisor's Initial Report of Accident/Injury.

15.1. Accident Reporting

- The Site Specific OSHA 300 Log will be maintained on-site.
- An accident that results in either a fatal injury, five or more persons admitted to a hospital or property damage in an amount that exceeds \$ 2,000.00 shall be reported to the designated

authority and to the contracting officer within twenty-four hours.

- Except for rescue and emergency measures, the accident scene shall not be disturbed until it has been released by the investigating official.
- The Project Safety Officer will investigate the accident in depth to identify all causes and to recommend hazard control measures.
- Any fatality, permanent total/partial disability, hospitalization of 3 or more people from one occurrence or property damage in excess of \$200,000 will be reported to the Contracting Officer/Representative immediately.

15.2. Safety Summary - Accident Reporting

- Each employee shall be provided initial indoctrination and such continued safety training to enable them to perform their responsibilities safely.
- Injured persons are responsible for reporting as soon as possible to their immediate supervisor or foreman.
- An initial report of injury will be recorded on all injuries with a copy maintained by the contractor.
- All persons treated and released must have a doctor's statement as to the employee's condition concerning their work status.

16. Emergency Response Capability And Contingency Plans

16.1. Emergency telephone numbers and reporting instructions for ambulance, physician, hospital, fire, police and USCG shall be conspicuously posted at all work sites and on all vessels.

16.2. In the event an evacuation of a work site is necessary, it will be announced and all staff and visitors are to leave the area immediately. Pre-emptive actions shall include:

- The QCM or Project Manager shall contact the EHSM
- The EHSM shall contact the Operations Manager who will contact the Contracting Officer/Representative as required.

16.3. All releases/spills must be controlled immediately to prevent material from entering storm sewers, drains, aquifers or soil. All site workers will closely monitor all their work operations and eliminate leaks or spills. All spills must be reported to the project manager or site supervisor immediately. The QC Site Supervisor/Project Manager must report all incidents to the on-call Hazard Consultant or the Project Safety Officer immediately at (Fill in Contact Information).

16.4. An Emergency Contact List will be posted at all DMS, Offices and with all project managers. The location of this list will be included in the Pre-work and weekly safety meetings.

17. Medical And First Aid Requirements

- a. All team members will be required to have First Aid/CPR/AED/O2 Provider training and be able to provide current certifications.
- b. First Aid Kits will be of sufficient size in relation to workers and at a minimum will be a 16 unit first aid kit.
- c. First Aid kits comply with ANSI Z308.1 constructed of weather proof containers, easily

- accessible to all workers, and each item therein maintained sterile.
- d. The contents of First Aid kits shall be checked prior to project start and weekly when work is progress to insure that expended items are replaced.

18. Hazard Communication Plan

In order to comply with 29 CFR 1910.1200, Hazard Communications Standard, the following written Site Specific Hazard Communication Program has been established. The Accident Prevention Plan is available at AshBritt, Inc. headquarters for review by any interested employee.

18.1 Container labeling

- a. A qualified employee shall verify that all in-coming containers received for use are clearly labeled to include:
- 1) Content identification. (The identity of the contents must match corresponding MSDS.)
 - 2) Appropriate hazard warnings
 - 3) Name and address of the manufacturer

18.2 Material Safety Data Sheets (MSDS). A qualified employee will be responsible for obtaining and maintaining material safety data sheets for the company.

- a. A qualified employee will review incoming data sheets for new and significant health/safety information.
- b. They will see that any new information is passed on to the affected employees.
- c. If a MSDS is incomplete, they will request a new MSDS from the manufacturer/supplier.
- d. MSDS sheets are available to each employee during his/her work shift.

19. Prevention Of Alcohol And Drug Abuse on the Job

At no time while on duty shall employees use or be under the influence of alcohol, narcotics, intoxicants, or similar mind altering substances. Employees found to be under the influence of or consuming such substances will be immediately removed from the job-site. The importance of a drug free environment will be emphasized. If an employee of a sub-contractor is under suspicion of alcohol/drug intoxication, that individual will be removed from the work site and the sub-contractor's senior representative will be contacted. The sub-contractor will be required to report to the OM promptly with the corrective measures.

20. Responsibilities and Lines of Authority

Overall authority.

Title: Operations Manager (OM) –

Means for controlling and coordinating subcontractors and suppliers.

Title: Project Manager (PM) – QCM - Quality Control Manager

Safety responsibilities of subcontractors and suppliers
Title: Environmental Health and Safety Manager (EHSM)

OSHA Injury/Illness Log Record keeping. Provide copy to client rep upon request and at the completion of the Project.
Title: EHSM, OM

Accident investigations and reports.
Title: EHSM, PM, QCM

Immediate notification of major accidents
Title: OM, PM, EHSM, QCM

Training Records and Training Plans
Name: Title: EHSM

Who will conduct hazard assessments and written certifications for use of personal protective equipment.
Title: EHSM

Who will conduct site safety inspections and maintain the deficiency tracking system, follow-up procedures.
Title: EHSM

Respiratory Protection
Plan Title: EHSM

Information Required: The above noted personnel have the authority for implementing the provisions of this program. All managers and supervisors are responsible for implementing and maintaining the SSSP Program in their work areas and for answering worker questions about the SSSP Program. A copy of this SSSP Program is available from each project manager, Debris Management Site director.

- **AshBritt's Drug Free Workplace**

DRUG-FREE WORK PLACE STATEMENT

The undersigned Bidder in accordance with Florida Statute 287.087, hereby certifies that AshBritt Inc. does:

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 proposed 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 this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

X

Authorized Signature

Date

4/20/2016

Tab F. Proposal Matrix

■ Scenarios and Operations

Below AshBritt has summarized each level of response and respective methodologies. During any event that receives a Presidential Declaration or in any way incorporates FEMA oversight, AshBritt will adhere to our FEMA section processes provided in Tab (E). Our project management methods employed can be found in Tab (E) subsection *Project Management Approach* and *9 Phase Technical Approach*. These Event Profiles and Scenarios are a more general depiction of our response to the various events that may impact the City. The specific resources used for each Hurricane Category is described in our USACE Pre-Event Debris Forecasting Model.

Description of Event	Scope of Work/Methodologies
<u>Spot Jobs – Localized</u> Mgt Mob>> -24 to 6 HRS Push Mob>> 0 to 12 HRS ROW Mob>> 6 to 24 HRS	AshBritt will provide assistance in clearing, removing, collecting, hauling and reducing localized clean woody storm debris. Work would be likely augmenting and assisting local government assets and manpower. Less extensive management and technical support would be required. Local reserve subcontractors would be available and deployed, augmented as necessary by AshBritt's own equipment. Mobilization and certification of requisite assets and resources (60 to 80%) will occur within 6 to 24 hours of a notice-to-proceed (NTP) by the City, with any balance on site within 48 hours. Personnel and equipment will be on standby in the region 48 to 24 hours in advance of known "tracking" events (100-mile radius).
<u>Small Event - Widespread or Citywide</u> Mgt Mob>> -24 to 6 HRS Push Mob>> 0 to 12 HRS ROW Mob>> 6 to 24 HRS	AshBritt will provide all necessary supervision, labor, and equipment to haul, recycle, and/or dispose of all types of debris with its own resources, except where public land is provided for debris management sites. A specialized, dedicated management team commensurate to the scale of the event would be deployed. Local reserve subs, AshBritt resources, and primary standby subs, to a greater extent, would be mobilized and deployed. Essential management and planning personnel will be available to the City pre-event as needed. Field supervisory personnel will be available within 6 to 24 hours, on an incremental basis--as needed. The majority of equipment and resources will be mobilized within 12 hours following an event, with 80% or more of assets on site within 48 hours. The balance of any specialized equipment will be on site within 72 hours. Personnel and equipment will be on standby safely within or outside the City 48 to 24 hours in advance of known "tracking" events (generally within a 100-mile radius for safety considerations).
<u>Significant Event - Removal, Reduction, Hauling - Woody Debris Only - Widespread or Citywide</u> Mgt Mob>> -48 to 0 HRS Push Mob>> 6 to 24 HRS ROW Mob>> 12 to 48 HRS	AshBritt will provide all necessary supervision, labor, and equipment to remove, reduce (i.e., grind, mulch or burn) and haul clean woody debris to a disposal site managed and operated by the City or AshBritt. A larger, specialized management team commensurate with the scale of the event would be deployed. Pre-positioned standby subs and local, regional, and primary first-responders, who will be safely staged well in advance of event impact (100-mile radius) will converge on the affected area immediately under the direct guidance and coordination of our senior management. Local contractors would be coordinated and deployed to the greatest extent possible. To the degree they are impaired, out-of-area subs will be mobilized and employed temporarily. Essential management and planning personnel will be available to the City pre-event as needed. Field supervisory personnel will be available within 6 to 24, on an incremental basis--as needed. Most equipment and resources will be mobilized within 24 to 48 hours following an event, with all equipment on site within 72 to 96 hours.
<u>Significant Event - Removal, Reduction, Hauling & Separating Mixed Debris – Citywide</u> Mgt Mob>> -48 to 0 HRS Push Mob>> 6 to 24 HRS ROW Mob>> 12 to 48 HRS	AshBritt will provide all necessary supervision, labor, and equipment to remove, reduce (i.e., grind, mulch or burn) and haul clean woody debris to a disposal site managed and operated by the City or AshBritt. A larger, specialized management team commensurate with the scale of the event would be deployed. Pre-positioned standby subs and local, regional, and primary first-responders, who will be safely staged well in advance of event impact (100-mile radius) will converge on the affected area immediately under the direct guidance and coordination of our senior management. Local contractors would be coordinated and deployed to the greatest extent possible. To the degree they are impaired, out-of-area subs will be mobilized and employed temporarily. Essential management and planning personnel will be available to the City pre-event as needed. Field supervisory personnel will be available within 6 to 24, on an incremental basis--as needed. Most equipment and resources will be mobilized within 24 to 48 hours following an event, with all equipment on site within 72 to 96 hours.

**ASHBRITT INC. RESPONSE TO THE CITY OF PORT ORANGE, FL
RFP #16-22 FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES**

Description of Event	Scope of Work/Methodologies
<u>Catastrophic Event - Citywide Removal of Mixed Debris - Vegetation, Heavy C&D and Environmental Waste</u> Mgt Mob>> -48 to 0 HRS Push Mob>> 6 to 24 HRS ROW Mob>> 12 to 48 HRS	AshBritt will provide all necessary supervision, labor, and equipment to remove, reduce (i.e., grind, mulch or burn) and haul clean vegetative and mixed debris to a disposal site managed and operated by the City or AshBritt. A more expansive, specialized management team, as well as specialized consultants, commensurate to the greater scope of work would be deployed. Pre-positioned standby subs and local, regional and primary first-responders, who will be safely staged well in advance of event impact (100-mile radius) will converge on the affected area immediately under the direct guidance and coordination of our senior management. Local contractors would be coordinated and deployed to the greatest extent possible, where not affected by the event itself. To the degree they are impaired, out-of-area subs will be mobilized and employed temporarily, but phased out as local assets ramp-up. Essential management and planning personnel will be deployed to the City EOC pre-event (24 to 48 hours). Other management and supervisory personnel will be staged within the region available for mobilization within 6 to 24 hours. Owing to impact damage uncertainties, equipment and resources will be mobilized and certified in systematic waves. Push equipment will converge immediately (0 to 24 hours), following damage and safety assessments. Most equipment and resources for ROW work will mobilize within 48 to 72 hours, with 80 to 90% of assets by 96 hours post event. Within the first two weeks, resources will be correlated with damage assessments and re-assigned and added as necessary. AshBritt will recruit and train local residents adversely affected by the event for employment (various capacities).
<u>Catastrophic Event - Site Management - Citywide</u> Mgt Mob>> -48 to 0 HRS DMS Mob>> 24 to 48 HRS	AshBritt may be tasked to plan, setup, mobilize equipment, manage, operate and close one or more debris management sites (DMS) Citywide, including burning operations. AshBritt would be responsible for all necessary traffic control, environmental monitoring, weighing, measuring, reduction, recycling and all other necessary operations for the performance of the site(s) through close-out. We will comply with all FEMA, federal, state, and local environmental and safety requirements, rules, and regulations. Local and non-local subcontractors would be deployed to establish sites, generally within 24 to 48 hours following impact or NTP (may be sooner owing to need). Local subs and persons will be used to the greatest extent possible to support DMS operations. AshBritt will source sites, as necessary, to augment pre-identified sites. Recruitment and training will be made available to local residents adversely affected by the event for employment by AshBritt at sites (spotters, security, flaggers, traffic control, etc.).
<u>Catastrophic Event - Total Management - Citywide</u> Push Mob>> 6 to 24 HRS ROW Mob>> 12 to 48 HRS DMS Mob>> 24 to 48 HRS	Ashbritt will be tasked to combine site management and field operations as delineated and discussed above for the removal through final disposal of mixed debris at multiple and different sites throughout and potentially outside the County. All above general approaches and methodologies would be adhered to and incorporated. Please refer to our Response Plan Timeline, for further information on the approach, methodologies and scope of services for all aspects of the foregoing scenarios. AshBritt maintains comprehensive plans and protocols for the orderly, efficient and rapid execution of all functions necessary in the performance of these tasks.
<u>Technical Assistance - Total Project Management - Citywide</u> Mgt Mob>> -48 to 0 HRS TA Team>> -48 through to audit	Ashbritt will provide all necessary technical assistance and guidance (i.e., documentation and reimbursement protocols) to City appointed and elected officials and departments before, throughout and following an event impact. This includes, but is not limited to: 1) assistance with documentation, recordkeeping, reporting, billing and administrative functions before, during, and after an event (through audit, as required); 2) supply and/or review of user-friendly worksheets, forms, reports (AshBritt, FEMA & state forms) provided in electronic format; and 3) assistance with special projects, scopes of work, considerations and other funding opportunities outside of PA program. Moreover, AshBritt will provide annual seminars and workshops to educate and train City representatives and local subs with respect to performance rules, documentation guidelines, 2 CFR 200.317-326, and acceptable procedures.
<u>Program Management Assistance - Citywide</u> Mgt Mob>> -48 to 0 HRS TA Team>> -48 through to audit	AshBritt will provide program management assistance and guidance to the City up to a level that is considered neutral and non-conflicting by governing authorities. Public Assistance program functions, in regards to Damage Survey Reports (DSR), Project Worksheet (PW) completing and filing, other claim documentation preparation and filing, and consultations, recommendations and negotiations on plans of action and funding guidance, are generally the responsibility of the applicant (sub-grantee) or a neutral third-party representative (monitoring/consultant firm). AshBritt, as the debris management contractor, can only assist, make recommendations, and guide City representatives in an advisory role, with all communications being conducted in a written format. To avoid any conflicts of interest, AshBritt personnel cannot prepare any documentation outside of our contractually obligated forms, logs, reports, permits, etc. related to debris management task; we can and will review DSRs, PWs and other documentation for administrative accuracy at the City's request and we will supply expert subject matter experts in cases of confusion or conflict with funding authorities.

■ ***Completed Exhibit I – Cost/Fee Proposal Form***

**** Please see the following pages for AshBritt's Cost/Fee Proposal Form ****



EXHIBIT I - COST/FEE PROPOSAL
RFP # 16-22
DISASTER DEBRIS REMOVAL and DISPOSAL SERVICES
 (Include under Tab F of Proposal)

NAME OF BUSINESS:

AshBritt, Inc.

CONTACT PERSON:

John Noble C.O.O

EMAIL ADDRESS:

response@ashbritt.com

AUTHORIZED SIGNATURE:

SCHEDULE A: SCHEDULE OF ITEMS

Items will be used for evaluation purposes only. Quantities are not guaranteed and are used for evaluation purposes only. Prices shall be all-inclusive of requirements as defined in the scope of work. All labor rates are to be fully burdened to include all taxes, benefits, handling charges, overhead and profits.

CATEGORY	DESCRIPTION OF SERVICES	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
MANAGEMENT AND REDUCTION	Debris Management Site Management: Preparation, management and segregating at debris management site	300,000	Cubic Yard	\$ 2.95	\$ 885,000.00
	Above Grade - Air Curtain Burning: vegetative debris	150,000	Cubic Yard	\$ 1.00	\$ 150,000.00
	Portable - Air Curtain Burning: vegetative debris	150,000	Cubic Yard	\$ 1.00	\$ 150,000.00
	Grinding: Grinding / Chipping vegetative debris	600,000	Cubic Yard	\$ 1.00	\$ 600,000.00
TOTAL MANAGEMENT AND REDUCTION:					\$ 1,785,000.00

VEGETATIVE COLLECT AND HAUL	Load and Haul Vegetative Debris from ROW to a DMS - (Mileage is based on a one-way haul distance)				
	0 - 30 Miles	300,000	Cubic Yard	\$ 8.00	\$ 2,400,000.00

C & D COLLECT AND HAUL	Load and Haul C&D Debris from ROW to a DMS - (Mileage is based on a one-way haul distance)				
	0 - 30 Miles	300,000	Cubic Yard	\$ 8.00	\$ 2,400,000.00

MIXED DEBRIS COLLECT AND HAUL	Load and Haul Mixed Debris from ROW to a DMS - Mixed debris consists of personal property items such as furniture, carpet, mattresses, etc. (Mileage is based on a one-way haul distance)				
	0 - 30 Miles	300,000	Cubic Yard	\$ 8.00	\$ 2,400,000.00

CATEGORY	DESCRIPTION OF SERVICES	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
WHITE GOODS COLLECT AND HAUL	Removal of Eligible Non-refrigerant White Goods - Work consists of load and haul eligible non-refrigerant white goods from ROW to DMS	500	Each	\$ 75.00	\$ 37,500.00
	Removal of Eligible Refrigerant White Goods - Work consists of load and haul eligible non-refrigerant white goods from ROW to DMS. Contractor shall be responsible for the proper removal and disposal of refrigerants as required by law.	500	Each	\$ 95.00	\$ 47,500.00
TOTAL WHITE GOODS COLLECT AND HAUL:					\$ 85,000.00



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AUTHORIZED SIGNATURE: *[Signature]*

SCHEDULE A: SCHEDULE OF ITEMS (continued)					
CATEGORY	DESCRIPTION OF SERVICES	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
TREE OPERATIONS	Removal of Hazardous Trees – Work consists of removing eligible hazardous trees and placing them at the nearest and safest location on the County ROW for collection as normal vegetative debris. (Measurements are the diameter of the tree up 54" from ground level)				
	6.0 inch – 12.9 inch diameter	100	Per Tree	\$ 75.00	\$ 7,500.00
	13.0 inch – 24.9 inch diameter	100	Per Tree	\$ 110.00	\$ 11,000.00
	25.0 inch – 36.9 inch diameter	100	Per Tree	\$ 150.00	\$ 15,000.00
	37.0 inch – 48.9 inch diameter	100	Per Tree	\$ 180.00	\$ 18,000.00
	49 inch and greater diameter	100	Per Tree	\$ 275.00	\$ 27,500.00
	Removal of Eligible Hazardous Limbs – Work consists of removing eligible hazardous limbs and placing them at the nearest and safest location on the County ROW for collection as normal vegetative debris.				
	Hazardous Limbs are 2" inches and greater in diameter at point of break.	100	Per Tree	\$ 95.00	\$ 9,500.00
TOTAL TREE OPERATIONS:					\$ 88,500.00

CATEGORY	DESCRIPTION OF SERVICES	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
FINAL DISPOSITION - REDUCED DEBRIS; COLLECT AND HAUL	Haul-out of Reduced Eligible DMS Debris to County Designated Final Disposal – work consists of loading and transporting reduced eligible disaster debris to a County approved final disposal site. (Mileage is based on one-way haul distance)				
	0 – 30.0 miles	600,000	Cubic Yard	\$ 4.00	\$ 2,400,000.00
	30.1 – 60.0 miles	600,000	Cubic Yard	\$ 4.50	\$ 2,700,000.00
	60.1 – 90.0 miles	200,000	Cubic Yard	\$ 4.75	\$ 950,000.00
	90.1 – 120.0 miles	100,000	Cubic Yard	\$ 7.75	\$ 775,000.00
	120.1 – 150.0 miles	100,000	Cubic Yard	\$ 8.00	\$ 800,000.00
	150.1 miles or greater	100,000	Cubic Yard	\$ 8.00	\$ 800,000.00
TOTAL FINAL DISPOSITION - REDUCED DEBRIS; COLLECT AND HAUL:					\$ 8,425,000.00



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AUTHORIZED SIGNATURE: *[Signature]*

SCHEDULE A: SCHEDULE OF ITEMS (continued)					
CATEGORY	DESCRIPTION OF SERVICES	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
FINAL DISPOSITION - UNREDUCED DEBRIS; COLLECT AND HAUL	Haul-out of Unreduced Eligible Debris to County Designated Final Disposal – work consists of loading and transporting unreduced eligible disaster debris from a public property or ROW to a County approved final disposal site. (Mileage is based on one-way haul distance)				
	0 – 30.0 miles	500,000	Cubic Yard	\$ 4.00	\$ 2,000,000.00
	30.1 – 60.0 miles	500,000	Cubic Yard	\$ 4.50	\$ 2,250,000.00
	60.1 – 90.0 miles	300,000	Cubic Yard	\$ 4.75	\$ 1,425,000.00
	90.1 – 120.0 miles	200,000	Cubic Yard	\$ 7.75	\$ 1,550,000.00
	120.1 – 150.0 miles	100,000	Cubic Yard	\$ 8.00	\$ 800,000.00
	150.1 miles or greater	100,000	Cubic Yard	\$ 8.00	\$ 800,000.00
TOTAL FINAL DISPOSITION - UNREDUCED DEBRIS; COLLECT AND HAUL:					\$ 8,825,000.00

LABOR RATES: All labor rates are to be fully burdened to include all taxes, benefits, handling charges, overhead and profits; per diem and fuel is to be included in hourly labor rates.

CATEGORY	LABOR CATEGORY	UNIT OF MEASURE	UNIT PRICE
PROJECT MANAGEMENT	Project Manager with truck and cell phone	HOUR	\$ 90.00
	Field Supervisor with truck and cell phone	HOUR	\$ 75.00
	Administrative Assistant	HOUR	\$ 35.00
	Clerical Worker	HOUR	\$ 30.00
PROJECT MANAGEMENT TOTAL:			\$ 230.00



EXHIBIT I - COST/FEE PROPOSAL
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SCHEDULE A: SCHEDULE OF ITEMS (continued)			
CATEGORY	LABOR CATEGORY	UNIT OF MEASURE	UNIT PRICE
WORK CREWS	Heavy Equipment Operator	HOUR	\$ 55.00
	Tool Operator (Chainsaw)	HOUR	\$ 45.00
	Traffic Controller (flagman)	HOUR	\$ 35.00
	Laborer w/small tools	HOUR	\$ 35.00
	Hazardous Materials Worker w/gear	HOUR	\$ 55.00
	Mechanic w/truck and tools	HOUR	\$ 75.00
	Tree Climber w/chainsaw and gear	HOUR	\$ 85.00
WORK CREWS TOTAL:			\$ 385.00

SUMMARY OF SCHEDULE A: COST PROPOSAL FEES	
CATEGORY	TOTAL PRICE
MANAGEMENT AND REDUCTION	\$ 1,785,000.00
VEGETATIVE COLLECT AND HAUL	\$ 2,400,000.00
C & D COLLECT AND HAUL	\$ 2,400,000.00
MIXED DEBRIS: COLLECT AND HAUL	\$ 2,400,000.00
WHITE GOODS: COLLECT AND HAUL	\$ 85,000.00
TREE OPERATIONS	\$ 88,500.00
FINAL DISPOSITION - REDUCED DEBRIS: COLLECT AND HAUL	\$ 8,425,000.00
FINAL DISPOSITION - UNREDUCED DEBRIS: COLLECT AND HAUL	\$ 8,825,000.00
PROJECT MANAGEMENT	\$ 230.00
WORK CREWS	\$ 385.00
TOTAL: SCHEDULE A	\$ 26,409,115.00



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NAME OF BUSINESS:

AshBritt, Inc.

CONTACT PERSON:

John Noble C.O.O

EMAIL ADDRESS:

response@ashbritt.com

AUTHORIZED SIGNATURE:

SCHEDULE B: SCHEDULE OF ADDITIONAL CONTRACT ITEMS

Additional Contract Items will be used for evaluation purposes only. Items are contract items and will be ordered at the unit prices provided should they be needed by the County.

B1. ADDITIONAL ITEMS

CATEGORY	LABOR CATEGORY	UNIT OF MEASURE	UNIT PRICE
SPECIALTY REMOVAL	Load, Haul and Dispose of Household Hazardous Waste	Pound	\$ 25.00
	Electronic Waste - Removal of electronic debris that contains hazardous materials; includes computer monitors and televisions.	Pound	\$ 75.00
	Biowaste - Remove of waste capable of causing infection to humans (animal waste, human blood, pathological waste)	Pound	\$ 200.00
	Putrescent Removal - Removal of debris that will decompose or rot (animals and organic fleshy matter)	Pound	\$ 3.95
	Load, Haul and Dispose of Animal Carcasses	Each	\$ 3.95

CANAL AND WATERWAY DEBRIS REMOVAL	Width 0 - 4 feet	Cubic Yard	\$ 49.00
	Width 4.1 - 8 feet	Cubic Yard	\$ 49.00
	Width 8.1 - 12 feet	Cubic Yard	\$ 49.00
	Width 12.1 - 16 feet	Cubic Yard	\$ 65.00
	Width 16.1 - 20 feet	Cubic Yard	\$ 65.00
	Width 20.1 feet or greater	Cubic Yard	\$ 65.00

SAND COLLECTION AND SCREENING	Screen / Sift Sand, Soil and Mud	Cubic Yard	\$ 22.00
	Load and Haul Sand, Soil and Mud	Cubic Yard	\$ 18.00

REMOVAL AND STORAGE OF VEHICLES AND VESSELS	Removal of eligible abandoned vehicle or vessel to County approved staging area		
	Vehicle Removal	Each	\$ 500.00
	Vessel Removal (Land)	Linear Foot	\$ 35.00
	Vessel Removal (Marine)	Linear Foot	\$ 85.00



EXHIBIT I - COST/FEE PROPOSAL
RFP # 16-22
DISASTER DEBRIS REMOVAL and DISPOSAL SERVICES
 (Include under Tab F of Proposal)

NAME OF BUSINESS:

AshBritt, Inc.

CONTACT PERSON:

John Noble C.O.O

EMAIL ADDRESS:

response@ashbritt.com

AUTHORIZED SIGNATURE:

SCHEDULE B: SCHEDULE OF ADDITIONAL CONTRACT ITEMS (continued)

WORK CREW CATEGORY (typical crew makeup for "First Push" operations)	Wheel Loader w/operator, 2.5cy, Foreman with support vehicle and small equipment, Laborer with chainsaw and two (2) laborers with small tools	Hour for complete Work Crew	\$ 325.00
---	---	-----------------------------	-----------

B3. EQUIPMENT RATE SCHEDULE

No.	EQUIPMENT	SPECIFICATION	CAPACITY / SIZE	HP	NOTES	RATE PER HOUR
1	Aerial Lift, Self Propelled	Max platform ht	37 ft	To 15	Articulated, telescoping, scissor	\$ 17.40
2	Aerial Lift, Self Propelled	Max platform ht	60 ft	To 30	Articulated, telescoping, scissor	\$ 24.00
3	Aerial Lift, Self Propelled	Max platform ht	70 ft	To 50	Articulated, telescoping, scissor	\$ 36.00
4	Aerial Lift, Self Propelled	Max platform ht	125 ft	To 85	Articulated, telescoping, scissor	\$ 60.00
5	Aerial Lift, Self Propelled	Max platform ht	150 ft	To 130	Articulated, telescoping, scissor	\$ 78.00
6	Aerial Lift, Truck Mounted	Max platform ht	25 ft		Articulated, telescoping, scissor	\$ 84.00
7	Aerial Lift, Truck Mounted	Max platform ht	50 ft		Articulated, telescoping, scissor	\$ 96.00
8	Aerial Lift, Truck Mounted	Max platform ht	75 ft		Articulated, telescoping, scissor	\$ 102.00
9	Aerial Lift, Truck Mounted	Max platform ht	100 ft		Articulated, telescoping, scissor	\$ 114.00
10	Breaker, Hand-Held Pavement	Weight	25-90 lbs			\$ 42.00
11	Breaker, Pavement			To 70		\$ 42.00
12	Breaker, Pavement			To 105		\$ 50.00
13	Breaker, Pavement			To 137		\$ 65.00
14	Breaker, Pavement					\$ 50.00
15	Bucket, Clamshell	Capacity	1.0 CY			\$ 6.00
16	Bucket, Clamshell	Capacity	2.5 CY			\$ 9.00



EXHIBIT I - COST/FEE PROPOSAL
RFP # 16-22
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NAME OF BUSINESS:

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CONTACT PERSON:

John Noble C.O.O

EMAIL ADDRESS:

response@ashbritt.com

AUTHORIZED SIGNATURE:

SCHEDULE B: SCHEDULE OF ADDITIONAL CONTRACT ITEMS (continued)

B3. EQUIPMENT RATE SCHEDULE

No.	EQUIPMENT	SPECIFICATION	CAPACITY / SIZE	HP	NOTES	RATE PER HOUR
17	Bucket, Clamshell	Capacity	5.0 CY			\$ 17.00
18	Bucket, Clamshell	Capacity	7.5 CY			\$ 24.00
19	Chain Saw	Bar Length	16 in.			\$ 2.50
20	Chain Saw	Bar Length	25 in.			\$ 4.00
21	Chain Saw Pole	Bar Size	18 in.			\$ 3.50
22	Chipper, Brush	Chipping Capacity	6 in.	To 35	Trailer mounted	\$ 57.00
23	Chipper, Brush	Chipping Capacity	12 in	To 65	Trailer mounted	\$ 66.00
24	Chipper, Brush	Chipping Capacity	16 in	To 100	Trailer mounted	\$ 78.00
25	Chipper, Brush	Chipping Capacity	18 in	To 125	Trailer mounted	\$ 90.00
26	Chipper, Brush	Chipping Capacity	18 in	To 200	Trailer mounted	\$ 96.00
27	Chipper, Brush	Chipping Capacity	19 in	To 300	Trailer mounted	\$ 120.00
28	Chipper, Brush	Chipping Capacity	19 in	To 450	Trailer mounted	\$ 144.00
29	Chipper, Brush	Chipping Capacity		To 650	Trailer mounted	\$ 234.00
30	Crane	Max Lift Cap	8 MT	To 80		\$ 175.00
31	Crane	Max Lift Cap	15 MT	To 150		\$ 275.00
32	Crane	Max Lift Cap	27 MT	To 200		\$ 395.00
33	Crane	Max Lift Cap	45 MT	To 300		\$ 450.00
34	Crane	Max Lift Cap	70 MT	To 350		\$ 525.00
35	Crane	Max Lift Cap	110 MY	To 450		\$ 595.00



EXHIBIT I - COST/FEE PROPOSAL
RFP # 16-22
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CONTACT PERSON:

John Noble C.O.O

EMAIL ADDRESS:

response@ashbritt.com

AUTHORIZED SIGNATURE:

SCHEDULE B: SCHEDULE OF ADDITIONAL CONTRACT ITEMS (continued)

B3. EQUIPMENT RATE SCHEDULE

No.	EQUIPMENT	SPECIFICATION	CAPACITY / SIZE	HP	NOTES	RATE PER HOUR
36	Crane, Truck Mounted	Max Lift Cap	17600 lbs			\$ 125.00
37	Crane, Truck Mounted	Max Lift Cap	33000 lbs			\$ 155.00
38	Crane, Truck Mounted	Max Lift Cap	60000 lbs			\$ 300.00
39	Crane, Truck Mounted	Max Lift Cap	120000 lbs			\$ 375.00
40	Fork Lift	Capacity	6000 lbs	To 60		\$ 42.00
41	Fork Lift	Capacity	12000 lbs	To 90		\$ 54.00
42	Fork Lift	Capacity	18000	To 140		\$ 66.00
43	Fork Lift	Capacity	50000	To 215		\$ 72.00
44	Loader, Skid-Steer	Operating Capacity	1000 lbs	To 35		\$ 80.00
45	Loader, Skid-Steer	Operating Capacity	2000 lbs	To 65		\$ 90.00
46	Loader, Skid-Steer	Operating Capacity	3000 lbs	To 85		\$ 110.00
47	Loader, Skid-Steer	Operating Capacity	4000 lbs	To 94		\$ 125.00
48	Loader, Wheel	Bucket Capacity	0.5 CY	To 38		\$ 80.00
49	Loader, Wheel	Bucket Capacity	1 CY	To 60		\$ 95.00
50	Loader, Wheel	Bucket Capacity	2 CY	To 105		\$ 125.00
51	Loader, Wheel	Bucket Capacity	3 CY	To 152		\$ 140.00
52	Loader, Wheel	Bucket Capacity	4 CY	To 200		\$ 155.00
53	Loader, Wheel	Bucket Capacity	5 CY	To 250		\$ 165.00
54	Loader, Wheel	Bucket Capacity	6 CY	To 305		\$ 175.00



EXHIBIT I - COST/FEE PROPOSAL
RFP # 16-22
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(Include under Tab F of Proposal)

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CONTACT PERSON:

John Noble C.O.O

EMAIL ADDRESS:

response@ashbritt.com

AUTHORIZED SIGNATURE:

SCHEDULE B: SCHEDULE OF ADDITIONAL CONTRACT ITEMS (continued)

B3. EQUIPMENT RATE SCHEDULE

No.	EQUIPMENT	SPECIFICATION	CAPACITY / SIZE	HP	NOTES	RATE PER HOUR
55	Loader, Wheel	Bucket Capacity	7 CY	To 360		\$ 190.00
56	Loader, Wheel	Bucket Capacity	8 CY	To 415		\$ 195.00
57	Loader, Wheel	Bucket Capacity	9 CY	To 470		\$ 215.00
58	Loader, Wheel	Bucket Capacity	10 CY	To 530		\$ 235.00
59	Loader-Backhoe, Wheel	Bucket Capacity	0.5 CY	To 40	Loader and backhoe bucket included	\$ 75.00
60	Loader-Backhoe, Wheel	Bucket Capacity	1 CY	To 70	Loader and backhoe bucket included	\$ 80.00
61	Loader-Backhoe, Wheel	Bucket Capacity	1.5 CY	To 95	Loader and backhoe bucket included	\$ 85.00
62	Loader-Backhoe, Wheel	Bucket Capacity	1.75 CY	To 115	Loader and backhoe bucket included	\$ 110.00
63	Saw, Concrete	Blade Diameter	14 in	To 14		\$ 9.00
64	Saw, Concrete	Blade Diameter	26 in	To 35		\$ 19.00
65	Saw, Concrete	Blade Diameter	48 in	To 65		\$ 32.00
66	Sweeper, Pavement			To 110		\$ 65.00
67	Sweeper, Pavement			To 150		\$ 78.00
68	Sweeper, Pavement			To 200		\$ 98.00
69	Trailer, Dump	Capacity	20 CY		Does not include prime mover	\$ 25.00
70	Trailer, Dump	Capacity	30 CY			\$ 35.00
71	Trailer, Dump	Capacity	40 CY		Does not include prime mover	\$ 42.00
72	Trailer, Equipment	Capacity	30 tons			\$ 35.00
73	Trailer, Equipment	Capacity	40 tons			\$ 43.00



EXHIBIT I - COST/FEE PROPOSAL
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John Noble C.O.O

EMAIL ADDRESS:

response@ashbritt.com

AUTHORIZED SIGNATURE:

SCHEDULE B: SCHEDULE OF ADDITIONAL CONTRACT ITEMS (continued)

B3. EQUIPMENT RATE SCHEDULE

No.	EQUIPMENT	SPECIFICATION	CAPACITY / SIZE	HP	NOTES	RATE PER HOUR
74	Trailer, Equipment	Capacity	60 tons			\$ 52.00
75	Trailer, Equipment	Capacity	120 tons			\$ 90.00
76	Truck, Dump	Truck Capacity	8 CY	To 210		\$ 70.00
77	Truck, Dump	Truck Capacity	10 CY	To 235		\$ 78.00
78	Truck, Dump	Truck Capacity	12 CY	To 255		\$ 83.00
79	Truck, Dump	Truck Capacity	18 CY	To 330		\$ 95.00
80	Truck, Dump	Truck Capacity	28 CY	To 400		\$ 95.00
81	Truck, Dump	Truck Capacity	40 CY	To 460		\$ 135.00
82	Truck, Dump	Truck Capacity	50 CY	To 620		\$ 145.00
83	Truck, Flatbed	Max Gross Vehicle Weight	15000 lbs	To 150		\$ 80.00
84	Truck, Flatbed	Max Gross Vehicle Weight	25000 lbs	To 180		\$ 87.00
85	Truck, Flatbed	Max Gross Vehicle Weight	30000 lbs	To 215		\$ 92.00
86	Truck, Flatbed	Max Gross Vehicle Weight	45000 lbs	To 250		\$ 97.00
87	Truck, Flatbed	Max Gross Vehicle Weight	50000 lbs	To 300		\$ 104.00
88	Truck, Flatbed	Max Gross Vehicle Weight		To 375		\$ 85.00
89	Truck, Flatbed	Max Gross Vehicle Weight		To 450		\$ 98.00
90	Truck, Knuckle Boom				Add flatbed truck to truck mounted crane	\$ 145.00
91	Truck, Pickup			To 130		\$ 20.00
92	Truck, Pickup			To 180		\$ 21.00



EXHIBIT I - COST/FEE PROPOSAL
RFP # 16-22
DISASTER DEBRIS REMOVAL and DISPOSAL SERVICES
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NAME OF BUSINESS:

AshBritt, Inc.

CONTACT PERSON:

John Noble C.O.O

EMAIL ADDRESS:

response@ashbritt.com

AUTHORIZED SIGNATURE:

SCHEDULE B: SCHEDULE OF ADDITIONAL CONTRACT ITEMS (continued)

B3. EQUIPMENT RATE SCHEDULE

No.	EQUIPMENT	SPECIFICATION	CAPACITY / SIZE	HP	NOTES	RATE PER HOUR
93	Truck, Pickup			To 230		\$ 22.00
94	Truck, Pickup			To 280		\$ 25.00
95	Truck, Tractor			To 210		\$ 80.00
96	Truck, Tractor			To 265		\$ 95.00
97	Truck, Tractor			To 310		\$ 105.00
98	Truck, Tractor			To 350		\$ 112.00
99	Tub Grinder			To 400		\$ 225.00
100	Tub Grinder			To 500		\$ 300.00
101	Tub Grinder			To 600		\$ 375.00
102	Tub Grinder			To 700		\$ 470.00
103	Tub Grinder			To 800		\$ 510.00
104	Tub Grinder			To 900		\$ 540.00
105	Tub Grinder			To 1000		\$ 595.00



EXHIBIT I - COST/FEE PROPOSAL
RFP # 16-22
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John Noble C.O.O

EMAIL ADDRESS:

response@ashbritt.com

AUTHORIZED SIGNATURE:

SCHEDULE B: SCHEDULE OF ADDITIONAL CONTRACT ITEMS (continued)

OTHER EQUIPMENT: Define other EQUIPMENT that may be required and the hourly rate to provide.

No.	EQUIPMENT	SPECIFICATION	CAPACITY/ SIZE	HP	NOTES	RATE PER HOUR
106	Volusia County Landfill					\$ -
107	Mulch	\$23.00 Per Ton				\$ -
108	Vegetation	\$23.00 Per Ton				\$ -
109	C&D	\$28.00 Per Ton				\$ -
110	White Goods	\$28.00 Per Ton				\$ -
111	Class 1 Material	\$34.00 Per Ton				\$ -
112						\$ -
113						\$ -
114						\$ -
115						\$ -
116						\$ -
117						\$ -
118						\$ -
119						\$ -
120						\$ -

Tab G. Required Documents

■ Form 9.1 Proposal Submittal Checklist

[DMF 02.08.16]

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: Cost/Fee Proposal Form
- ☒ Submission of one (1) original marked "ORIGINAL", and one (1) digital (CD or flash drive) version in PDF format.

BY: AshBritt, Inc.
Proposer

Authorized Signature
5/30/2016 Date

This document must be completed and returned with your Submittal

■ **Form 9.2 Proposer Acknowledgement Form**

	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 26, 2016
RFP DEADLINE FOR QUESTIONS: May 18, 2016 at 5:00 P.M.
RFP DUE DATE & TIME: June 1, 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: AshBritt, Inc.

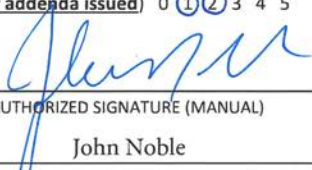
PROPOSER'S COMPANY MAILING ADDRESS: 565 E Hillsboro Blvd

CITY-STATE-ZIP: Deerfield Beach, FL 33441

PHONE NUMBER: 954-725-6992 EMAIL: response@ashbrit.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)

John Noble
NAME (TYPED)

C.O.O.
TITLE

5/30/2016
DATED

■ **Form 9.3 Drug Free Preference Statement**

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: AshBritt, Inc.
By: [Signature] John Noble C.O.O.
(Name and Title)
Date: 5/30/2016

The foregoing instrument was acknowledged before me this 30 day of MAY, 2016, by JOHN NOBLE, as C.O.O. of ASHBRITT, INC. and who: ☒ is personally known to me; or ☐ has produced _____ as identification.



KELLY BECKMANN
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE864681
Expires 1/13/2017

[Signature]

Notary Public, State of
Printed Name, Commission Seal and Term Expiration Date

This document must be completed and returned with your Submittal

Form 9.4 Sworn Statement on Public Entity Crimes

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 John Noble, who, being by me first duly sworn, made the following statement:

1. The business address of AshBritt, Inc. (name of Offeror or business) is 565 E Hillsboro Blvd Deerfield Beach, FL 33441.
2. My relationship to AshBritt, Inc. (name of Offeror or business) is C.O.O. (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)

5/30/2016
(Date)

John Noble C.O.O.
(Print Name)

STATE OF Florida COUNTY OF Broward

The foregoing instrument was acknowledged before me this 30 day of May, 2016, by JOHN NOBLE, as C.O.O. of ASHBRITT, INC. and who: ☒ is personally known to me; or ☐ has produced _____ as identification.



KELLY BECKMANN
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE864681
Expires 1/13/2017

[Signature]

Notary Public, State of Florida
Printed Name, Commission Seal and Term Expiration Date

■ **Form 9.5 Affidavit of Anti-Collusion Form**

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: AshBritt, Inc.

SIGNED BY: 

(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: John Noble

TITLE: C.O.O.

ADDRESS: 565 E Hillsboro BLvd

CITY: Deerfield Beach STATE: FL ZIP CODE: 33441

TELEPHONE: 954-725-6992 FAX: 954-725-6991

COMPLETION TIME: 4:16 P.M. 5/30/2016

F.E.I.N. NUMBER: 65-0364711

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**

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>John Noble</u>	Title	<u>C.O.O.</u>	Phone #	<u>954-725-6992</u>
	<u>Randal Perkins</u>		<u>C.E.O.</u>		<u>954-725-6992</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 and W-9 Form

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: 5/30/2016

FIRM NAME: AshBritt, Inc.

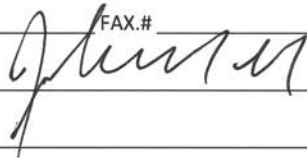
ADDRESS: 565 E Hillsboro Blvd

CITY: Deerfield Beach STATE: FL ZIP CODE: 33441

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: John Noble

TITLE: C.O.O.

FEDERAL I.D. (F.E.I.N.) # 65-0364711

E-MAIL ADDRESS: response@ashbritt.com
(Authorized Company Representative)

COMPANY STATUS:

INCOPRORATED: ☒ Y ☐ N State Incorporated: Florida Year: 1992

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.

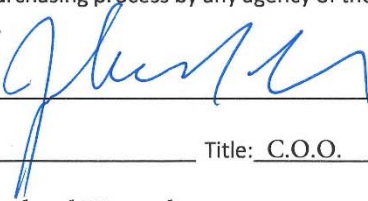
It is also the vendor's responsibility to keep the Purchasing Division informed as to any change of address or insurance that may occur.

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: John Noble Title: C.O.O.

Commodity/Services Disaster Debris Removal and Disposal

This document must be completed and returned with your Submittal

**ASHBRITT INC. RESPONSE TO THE CITY OF PORT ORANGE, FL
RFP #16-22 FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES**

Form W-9 (Rev. December 2014) 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.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. AshBritt, Inc.																																														
	2 Business name/disregarded entity name, if different from above																																														
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶ _____																																														
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)																																														
	5 Address (number, street, and apt. or suite no.) 565 E Hillsboro Blvd	Requester's name and address (optional)																																													
	6 City, state, and ZIP code Deerfield Beach, FL 33441																																														
	7 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 line 1 to avoid backup withholding. For individuals, this is generally 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 <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.																																															
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td colspan="9" style="text-align: center;">Social security number</td></tr><tr><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td></tr><tr><td colspan="9" style="text-align: center;">or</td></tr><tr><td colspan="9" style="text-align: center;">Employer identification number</td></tr><tr><td style="width: 25px; height: 25px; text-align: center;">6</td><td style="width: 25px; height: 25px; text-align: center;">5</td><td style="width: 25px; height: 25px; text-align: center;">-</td><td style="width: 25px; height: 25px; text-align: center;">0</td><td style="width: 25px; height: 25px; text-align: center;">3</td><td style="width: 25px; height: 25px; text-align: center;">6</td><td style="width: 25px; height: 25px; text-align: center;">4</td><td style="width: 25px; height: 25px; text-align: center;">7</td><td style="width: 25px; height: 25px; text-align: center;">1</td></tr></table>			Social security number																		or									Employer identification number									6	5	-	0	3	6	4	7	1
Social security number																																															
or																																															
Employer identification number																																															
6	5	-	0	3	6	4	7	1																																							
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); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. 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 3.																																															
Sign Here	Signature of U.S. person	Date <u>2/25/16</u>																																													
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following: • Form 1099-INT (interest earned or paid) • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. <i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.</i> By signing the filled-out form, you: 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, and 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See <i>What is FATCA reporting?</i> on page 2 for further information.																																															
Cat. No. 10231X Form W-9 (Rev. 12-2014)																																															

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.

Cat. No. 10231X

Form Page 30 of 32W-9 (Rev. 1-2011)

■ Form 9.9 Listing of Subcontractors

FORM 9.9 – LISTING OF SUBCONTRACTORS

The bidder proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful bidder shall not substitute subcontractors without approval from the Engineer. Bidder shall attach additional sheets as necessary.

Subcontractor No. 1

Name: FDRC, Inc.
Description of Work: Disaster Debris Removal and Disposal
Previous Experience Together: Yes/No Yes

Subcontractor No. 2

Name: 4 Jays Land Service, Inc.
Description of Work: Disaster Debris Removal and Disposal
Previous Experience Together: Yes/No No

Subcontractor No. 3

Name: County Waste, Inc.
Description of Work: Disaster Debris Removal and Disposal
Previous Experience Together: Yes/No Yes

Subcontractor No. 4

Name: Dorado, Inc.
Description of Work: Disaster Debris Removal and Disposal
Previous Experience Together: Yes/No Yes

Subcontractor No. 5

Name: _____
Description of Work: _____
Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal

■ Additional Forms

- Sunbiz Report

FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS			
Detail by Entity Name			
<u>Florida Profit Corporation</u>			
ASHBRITT, INC.			
<u>Filing Information</u>			
Document Number	P92000000600		
FEI/EIN Number	65-0364711		
Date Filed	10/28/1992		
State	FL		
Status	ACTIVE		
Last Event	REINSTATEMENT		
Event Date Filed	05/30/2000		
<u>Principal Address</u>			
565 E. HILLSBORO BLVD. DEERFIELD BEACH, FL 33441			
Changed: 03/22/2011			
<u>Mailing Address</u>			
565 E. HILLSBORO BLVD. DEERFIELD BEACH, FL 33441			
Changed: 03/22/2011			
<u>Registered Agent Name & Address</u>			
MOSKOWITZ, MICHAEL W 800 CORPORATE DRIVE SUITE 500 FORT LAUDERDALE, FL 33334			
Name Changed: 09/03/2010			
Address Changed: 09/03/2010			
<u>Officer/Director Detail</u>			
Name & Address			
Title PST			
PERKINS, RANDAL 565 E. HILLSBORO BLVD. DEERFIELD BEACH, FL 33441			

Title VP

NOBLE, JOHN JR
565 E. HILLSBORO BLVD.
DEERFIELD BEACH, FL 33441

Title VP

JACKSON, TERRY
565 E. HILLSBORO BLVD.
DEERFIELD BEACH, FL 33441

Annual Reports

Report Year	Filed Date
2014	01/16/2014
2015	01/07/2015
2016	03/23/2016

Document Images

03/23/2016 -- ANNUAL REPORT	View image in PDF format
01/07/2015 -- ANNUAL REPORT	View image in PDF format
01/16/2014 -- ANNUAL REPORT	View image in PDF format
01/04/2013 -- ANNUAL REPORT	View image in PDF format
01/06/2012 -- ANNUAL REPORT	View image in PDF format
03/22/2011 -- ADDRESS CHANGE	View image in PDF format
01/05/2011 -- ANNUAL REPORT	View image in PDF format
09/03/2010 -- Reg. Agent Change	View image in PDF format
01/08/2010 -- ANNUAL REPORT	View image in PDF format
01/30/2009 -- ANNUAL REPORT	View image in PDF format
01/21/2008 -- ANNUAL REPORT	View image in PDF format
01/16/2007 -- ANNUAL REPORT	View image in PDF format
05/09/2006 -- ANNUAL REPORT	View image in PDF format
01/07/2005 -- ANNUAL REPORT	View image in PDF format
07/15/2004 -- ANNUAL REPORT	View image in PDF format
02/23/2004 -- Reg. Agent Change	View image in PDF format
07/16/2003 -- ANNUAL REPORT	View image in PDF format
05/24/2002 -- ANNUAL REPORT	View image in PDF format
07/24/2001 -- ANNUAL REPORT	View image in PDF format
05/30/2000 -- REINSTATEMENT	View image in PDF format
01/22/1998 -- ANNUAL REPORT	View image in PDF format
03/04/1997 -- ANNUAL REPORT	View image in PDF format
05/01/1995 -- ANNUAL REPORT	View image in PDF format

- **Addendums**



Rec 5/26 [Signature]

CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5718
FAX 386-506-5711
purchdiv@port-orange.org

ADDENDUM NO. 1
May 25, 2016

RFP 16-22 Disaster Debris Removal and Disposal Services

To All Proposers:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated April 26, 2016 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of Proposer to confirm that all addenda have been received prior to submitting a proposal and acknowledge such in the proposal documents.

A. CLARIFICATION REGARDING LOCAL PREFERENCE:

Pursuant to FEMA regulations, Local Preference will not be utilized in this RFP.

B. CLARIFICATION REGARDING PERFORMANCE AND PAYMENT BOND:

When a disaster related event is declared, the Disaster Debris Removal and Disposal contract will be activated, the selected firm will be required to submit the projected costs for the event and a Task Authorization will be issued. A Payment and Performance Bond must be submitted at the time of the Task Authorization. The P&P Bond issued will equal 100% the amount of the Purchase Order/Task Authorization prior to commencement of work. In the event the workload increases, thereby increasing the cost, prior to a change order being made a new P&P Bond will be required matching the new total (original PO plus increased amount).

C. CORRECTION TO FEMA DOCUMENT REFERENCES:

1. In Section 6 – Special Conditions, on page 39, the RFP document references FEMA 325 and 327. Please disregard this and refer to the most recent Public Assistance Program Policy Guide (PAPPG) which superseded all previous 9500 series publications.
2. Exhibit 1 has been revised to change the unit pricing of animal carcasses to pound instead of each.

D. QUESTIONS AND ANSWERS:

1. Regarding the Performance and Payment Bond (in the event a contract is activated during a declared emergency), should proposers shoot high on the total amount in the event a project runs longer than estimated to avoid change orders?

Answer: It would be advisable to estimate on the higher side for Task Authorizations to the Contract during a declared disaster response, but not excessively. In the event a change order to the Task Authorization would be required for the services, the vendor must submit a revised Performance and Payment Bond to match the increased contract amount.

2. If the project runs long and costs would exceed the contracted amount, would work have to stop until a change order is approved by Council?

Answer: In the event of an emergency, work will not stop due to the necessity of a change order to the contract amount as the safety of the citizens of Port Orange is a priority. A change order still be processed and in coinciding with the services and an amended Performance and Payment Bond will be required from the vendor.

3. Will there be a primary firm identified in the selection process?

Answer: Yes, the City will select two (2) or three (3) firms to contract with the highest ranked firm identified as the primary firm to contact first in the event of a declared disaster. If the primary firm is unable to commit, due to being over extended with other contracts, to the Task Authorization for mobilization, the second firm will be contacted, and so on. The magnitude of the declared disaster will determine the extent of services required from the contracted firm(s). All communications and notifications to mobilize via a Task Authorization will be conducted in writing only (i.e. email notification).

4. There is a section in the RFP that mentions no sub-contractors should be used without prior permission from the City. Does this mean we will not be able to use sub-contractors?

Answer: That section is part of our Standard Terms and Conditions. Following the requirements in "Section 7 – Proposal Submittal and Requirements", please identify and submit qualifications for any sub-contractors your firm would utilize under "Tab B."

Also, Form 9.9 – Listing of Subcontractors has been included with this Addendum. Please complete and submit with your proposal under "Tab G – Required Documents"

5. Please explain specifically how the pricing of one proposal will be evaluated against the pricing from another proposal, including the answer to these questions:

- a. Will each pricing proposal be analyzed and refined to become one total number which can then be compared to the other proposals, and if so, what is the formula that will be used to derive that total number?

Answer: Per Exhibit I – Cost/Fee Proposal, “Schedule A” items will be evaluated using the “Summary of Schedule A: Cost Proposal Fees”. “Schedule B: Schedule of Additional Contract Items” will be evaluated on the unit pricing only of the labor and equipment identified on Exhibit I.

- b. Will some of the line item prices offered be excluded from the pricing evaluation? If so, which line items will be included and which will be excluded?

Answer: All of Schedule A and the listed labor and equipment units of Schedule B will be used for evaluation purposes (see answer to 5a above)

- c. Will extended totals (unit price multiplied by estimated quantity) be used to evaluate pricing, and if so, what estimated quantities and what line items will be used to derive the extended totals that will be evaluated?

Answer: Yes, the estimated quantities will be used to evaluate pricing proposed in “Schedule A” of Exhibit I – Cost/Fee Proposal.

- d. Will all pricing line items be evaluated equally or will some line items receive more importance in the evaluation? If some line items will be evaluated as more important, what is the formula that will be used to weight the importance of each line item?

Answer: Every item will be evaluated equally. The last segment of Schedule B, “Other Equipment” will not be used in the evaluation. This segment is only for a listing of any equipment not previously identified that a proposer may wish to price in the event it would be necessary to utilize.

6. Is there an existing contract similar to this in place or previously in place? Are the Bid tabulations available?

Answer: This is the first time the City of Port Orange has issued an RFP for Disaster Debris Removal and Disposal Services following the new FEMA requirements.

7. Could you provide me with the past bid tabulation for the Disaster Debris Removal and Disposal Services RFP?

Answer: See answer to Question #6 above.

8. Upon review of the RFP #16-22 for Disaster Debris Removal and Disposal Services I wanted to get clarification on the following.

Section 6 – Specific Conditions – Socioeconomic Contracting found on page 39 encourages the use of socioeconomic contracting. Form 9.8 MWBE Participation Statement found on page 61 requires a list of DBE Subs that we have contacted to work with us. Will a designation of SBE satisfy this requirement for socioeconomic contracting? Thank you for your help in this matter.

Answer: No, Small Business Enterprises (SBE) are not included as Minority and Women Owned Business Enterprises. To be categorized as an MWBE, a Small Business Enterprise would also need to be certified as a Minority, Woman Owned, or Service Disabled Veteran business enterprise.

9. Page 9 states “Proposers must provide (3) verifiable references from similar scopes of work identified on the RFP on the provided ‘Professional References’ form.” This form is not included in the RFP nor is it listed on the Proposal Submittal Checklist. Is this something that is needed to submit references?

Answer: Please disregard this paragraph on page 9. Per “Section 7 – Proposal Submittal & Requirements”, under Tab B “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.

10. Page 45 states that “all Respondents must be prepared to supply a financial statement upon request, preferably a certified audit of the last available year”. Does this mean that we may have to produce a certified audit if the City specifically asks or do we need to submit one with the proposal?

Answer: The City may request a firm to produce a certified audit or a Dunn & Bradstreet Report. These reports are not required to be included in the proposal, but be prepared to produce the documents if requested.

11. Pg. 17 - "The Contractor shall be responsible for paying all landfill tipping fees and provide all required documentation to the Debris Monitoring Consultant needed to facilitate eligible reimbursement through FEMA and (FHWA) for such fees."

Will landfill tipping fees be a pass thru cost to the City? Tipping fees are generally a pass thru expense to the City.

Answer: All costs will be the responsibility of the contractor, as stated in the RFP document. The landfill tipping fees may be addressed during contract negotiation between the City and the selected contractor(s).

12. Pg. 44 - "For each of the above items the proposer shall make sure to include details of the project such as: the public agency, their contact, FEMA contacts, all pertinent phone numbers and dollar amounts." Prime Contractors typically do not have a relationship with FEMA, this usually falls to the Applicant. In most cases we do not have the FEMA contact information. Would the City consider waiving this requirement?

Answer: The main information we are looking for is the public agency, public agency contact, and that contact's phone number and e-mail address. Provide as much detail as can be provided regarding the identified contract including amount, experience dealing with FEMA requirements and any contacts with FEMA if any.

13. Pg. 46 - "Provide a matrix detailing your approach to the project and list of costs associated with personnel and equipment with your proposal under Tab F." Would the City provide additional clarification and or guidance on this requirement?

Answer: Tab F involves a proposer's strategies for mobilization, clean-up, and demobilization. Provide estimated timeframes and as much detail as to your firm's methodology in handling Disaster Debris Removal and Disposal Services, such as example scenarios based on prior experience. The completed Exhibit I – Cost/Fee Proposal from must also be included under Tab F.

14. Exhibit I – Cost/Fee Proposal, under Schedule B, Load, Haul and Dispose of Animal Carcasses, the unit of measure is "each". Would the City consider changing this to "pound" as the weight of animals varies greatly? The use of pounds has been the industry standard unit of measure for this pricing line item.

Answer: Exhibit I – Cost/Fee Proposal has been revised to reflect the Unit of Measure for Animal Carcasses under B1 to "pound". The revised Exhibit I must be used when submitting your proposal.

15. Exhibit I – Cost/Fee Proposal - Schedule B

Can the City provide additional scope on the Canal and waterway debris removal pricing line item? The "Width" that is referred to is likely the canal width but there is no scope then for other waterways. In addition, how is the resultant debris to be handled i.e. placed on the nearest right-of-way, transported to the DMS or transported to the final disposal location?

Answer: Per page 16 of the RFP Document, The Contractor shall coordinate with the appropriate local, state, or federal agencies with jurisdictional authority to remove debris in natural or man-made waterways within the City limits. This coordination will also apply to the handling and transportation of the debris.

16. Copies of Proposal: "Proposals shall be submitted in the City Clerk's office with one (1) original, and one (1) digital (CD or flash drive)" – Pg. 3 " Bids (Envelope/Package) shall contain one (1) original and five (5) copies 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. – Pg. 24

Would the City clarify the number of copies they would like to receive from each proposer?

Answer: Submissions are to be one (1) original and one (1) digital (CD or flash drive) in pdf format.

In all other respects, except as specifically stated herein, the subject RFP remains unchanged.

END OF ADDENDUM NO. 1

FORM 9.9 – LISTING OF SUBCONTRACTORS

The bidder proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful bidder shall not substitute subcontractors without approval from the Engineer. Bidder shall attach additional sheets as necessary.

Subcontractor No. 1

Name: _____

Description of Work: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 2

Name: _____

Description of Work: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 3

Name: _____

Description of Work: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name: _____

Description of Work: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: _____

Description of Work: _____

Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal



REC 5/26/2016

CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5718
FAX 386-506-5711
purchdiv@port-orange.org

ADDENDUM NO. 2
May 26, 2016

RFP 16-22 Disaster Debris Removal and Disposal Services

To All Proposers:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated April 26, 2016 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of Proposer to confirm that all addenda have been received prior to submitting a proposal and acknowledge such in the proposal documents.

A. CORRECTION TO SECTION 7 – PROPOSAL SUBMITTAL & REQUIREMENTS:

Due to the nature of this RFP, the following correction has been made to page 44, Section 7 – Proposal Submittal & Requirements Tab B – Firm and Staff Qualifications:

"List at least five (5) contracts with similar sized cities completed within the **last ten (10) 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."

B. CLARIFICATION REGARDING UNIT PRICING FOR EXHIBIT I – COST/FEE PROPOSAL:

Regarding unit pricing on Exhibit I – Cost/Fee Proposal: all unit pricing is to be based on straight collection and hauling rates, not to include tipping fees from the landfill due to the variances in rates based on wet or dry debris. In Section B, there is a space to add "other equipment" that may be required. Please make notation of the tipping fees that may be charged by the landfill. These fees will not be included in the evaluation process. As stated in Addendum No. 1, the landfill tipping fees may be addressed during contract negotiation between the City and the selected contractor(s).

In all other respects, except as specifically stated herein, the subject RFP remains unchanged.

END OF ADDENDUM NO. 2



DRC
EMERGENCY SERVICES

500 South Australian Avenue • Suite 600 • West Palm Beach, FL 33901
(888) 721-4372 • Fax: (504) 482-2852

PREPARE•RESPOND•RECOVER

FL License No. CRC1331307



REQUEST FOR PROPOSAL

Disaster Debris Removal and Disposal Services
RFP No. 16-22



City of Port Orange, Florida

Diana M. Fye, CPPB, FCPA • Purchasing Manager

Finance Department • Port Orange City Hall • 1000 City Center Circle • Port Orange, Florida 32129

June 1, 2016 • 2:30pm

Original



Points of Contact:

Bryan Fike, Bfike@drcusa.com

Kristy Fuentes, Kfuentes@drcusa.com

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Request for Proposals
Disaster Debris Removal and Disposal Services
RFP No. 16-22**

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500 South Australian Avenue • Suite 600 • West Palm Beach, FL 33901 • (888) 721-4372 • Fax: (504) 482-2852
www.drcusa.com

June 1, 2016

Diana M. Fye, CPPB, FCPA, Purchasing Manager
Finance Department
Port Orange City Hall
1000 City Center Circle
Port Orange, FL 32129

Re: Disaster Debris Removal and Disposal Services
RFP No. 16-22

Dear Ms. Fye,

DRC Emergency Services, LLC, appreciates the opportunity to present to you and the City of Orange Beach our proposal to provide Disaster Debris Removal and Disposal Services as required in the above referenced RFP. DRC ES is among the leading disaster management companies in the United States. Our services include emergency debris removal; disaster management—including temporary housing, workforce housing and life support—as well as required FEMA documentation; debris management; right-of-way maintenance; marine debris, salvage and recovery; vehicle and vessel removal and processing; technical assistance and project management; construction and construction management; demolition; and landfill management.

Following Hurricane Ike in 2008, DRC ES established a single-day productivity record for post-disaster debris removal in the City of Houston as recognized by FEMA. DRC ES also holds a 27-year record of 100% federal reimbursement for eligible work performed.

DRC has an office in West Palm Beach, Florida, which is located less than 3 hours away from the City of Port Orange. Additionally, DRC has an office in Bonita Springs, Florida, which is located less than 5 hours away from the City. DRC will be providing services to the City out of both of these offices. Our additional office locations in Galveston, Texas, New Orleans, Louisiana, and Semmes, Alabama provide us with geographical maneuverability along the Gulf Coast, and allow us to continue to provide services to the City of Port Orange should any location be compromised during a disaster.

Corporate officers with legal signing authority to bind DRC ES to the terms and conditions of this proposal include: John Sullivan, President; Kristy Fuentes, Vice President/Secretary-Treasurer. Evidence of their authority is attached.

The Regional Manager for the City of Port Orange is Bryan Fike who can be reached by cell: (407) 242-0116 or by email: Bfike@drcusa.com.

Also assisting Bryan Fike in the Northeast Florida region is James Sloane retired former city engineer from the city of Daytona Beach. Mr. Sloane has been serving as a consultant for DRC since his retirement. Please see his letter of recommendation attached.

This proposal is in all respects fair and in good faith, without collusion or fraud and conforms to the specifications of your RFP. If we may offer any additional information or clarifications, please let us know. Thank you for the opportunity to offer our services and we look forward to working with the City of Port Orange in the future.

Sincerely,

A handwritten signature in blue ink that reads "Kristy Fuentes". The signature is stylized with a large, looped "K" and a cursive "Fuentes".

Kristy Fuentes
Vice President, Secretary, Treasurer

**ACTION IN LIEU OF
A MEETING OF THE
MANAGER OF
DRC EMERGENCY SERVICES, LLC**

This action is taken in accordance with Section 10-12-22 of the Alabama Limited Liability Company Act, as amended (the "Act"), in lieu of a meeting of the sole Manager of DRC EMERGENCY SERVICES, LLC, an Alabama limited liability company (the "Company"), and is made effective as of January 19, 2016.

WHEREAS, Section 4.2 of the Company's Second Amended and Restated Operating Agreement dated January 20, 2016 (as amended, the "LLC Agreement") and the Act permit the Manager of the Company to take the following actions; and

WHEREAS, the undersigned, DRC Equity LLC, constitutes the sole Manager of the Company (the "Manager").

NOW, THEREFORE, the undersigned hereby makes the following resolutions and consents to the following actions in lieu of a meeting of the Manager of the Company:

1. The following persons, in their respective corporate capacities indicated below, are hereby authorized and empowered for the express limited purpose of signing documents for the submission of bids, proposals, offers, responses and other related documents to, any federal, state or local government, including any governmental entity, organization, body, agency, department or political subdivision, for the transaction of business by or on behalf of the Company:

<u>Name</u>	<u>Office/Capacity</u>
John R. Sullivan	President
Kristy Fuentes	Vice President of Business Development, Secretary and Treasurer

2. The officers listed above after giving effect to this written consent are hereby authorized and directed on behalf of the Company to execute and deliver such agreements and instruments, make such filings and give such notices, and take any and all such other actions, and to do or cause to be done, such acts as such officers may deem necessary or advisable to accomplish or otherwise implement the purposes of the foregoing resolutions or to cause the Company to perform its obligations under any of the foregoing.

3. All actions taken by any officer of the Company in connection with any of the transactions contemplated by these resolutions are hereby authorized, approved, ratified and confirmed in all respects.

4. This written consent may be executed in counterparts, and all so executed shall constitute one action notwithstanding that all of the undersigned are not signatories to the original or to the same counterpart. This written consent shall be filed with the minutes of the proceedings of the Manager of the Company.

[SIGNATURE PAGE FOLLOWS]

Dated effective as of the date first written above.

DRC EMERGENCY SERVICES LLC

By: **DRC EQUITY, LLC**
a Texas limited liability company
Its: Manager



By: John R. Sullivan
Its: President

James Robert Sloane, P.E.

630 Lake Winnemissett Drive
DeLand, Florida 32724

23 February 2016

TO WHOM IT MAY CONCERN

Re: Performance of DRC Emergency Services

During my tenure as City Engineer – Deputy Public Works Director for The City of Daytona Beach, one of my responsibilities was to assure that the Public Works Department was prepared to address both natural and man-caused disaster preparation and recovery operations. Among associated duties were the solicitation of proposals, interviewing and selection of disaster recovery and monitoring firms, and negotiating and presentation of contracts to the City Commission for consideration. Post-contract-approval activities involve working with selected contractors in disaster preparation activities.

I am pleased to have the opportunity to offer a recommendation for DRC Emergency Services to provide disaster preparation, debris removal, reduction, and disposal services. Of all the firms with whom I have had the opportunity to work in the City's extensive disaster preparation activities, DRC Emergency Services through Mr. Bryan Fike the Regional Manager, provided the most consistent vigilance to reaffirm their readiness to assist the City should the need arise. Further, they offered and provided, at no charge to the City, mini-refresher-seminars to the Public Works Engineering staff prior to the hurricane season to brief us on the latest FEMA changes and to address any of our related concerns. DRC's level of service has been exemplary.

Feel free to contact me if you need additional specific information regarding DRC's performance.

Sincerely,



James Sloane, P.E.

FIRM AND STAFF QUALIFICATIONS

For over 27 years, DRC has provided extensive disaster recovery services, environmental services and civil construction to governments and private citizens alike. As a leader in the recovery industry, our passion is helping communities prepare for the worst while being prepared to deliver a rapid response when necessary, all to facilitate the most efficient recovery possible. Setting new industry standards is what our customers have come to expect, and DRC takes pride in our versatility and in our innovative approach to every job. Having successfully completed over \$2 billion in contracts over the last 27 years alone, DRC employs scores of talented professionals ready to satisfy our client's needs. We are proven, and we are ready.

The primary mission of DRC is to provide a **professional, honest, and immediate response** to natural and man-made disasters throughout the world. DRC has developed extensive experience and capabilities in emergency response and recovery over 27 years including, but not limited to:

- Debris Management
- Demolition
- Marine Debris, Salvage, and Recovery
- Vehicle and Vessel Removal And Processing
- Technical Assistance and Project Management
- Temporary Housing, Workforce Housing and Life Support
- Construction and Construction Management
- Landfill Management
- Civil, Heavy, and Recovery Construction
- Oil Spill Response and Mining
- Right-of-way maintenance
- Beach Renourishment
- Canal Bank Stabilization
- Drainage Improvement Projects
- Hazardous Waste Segregation
- Environmental Control
- Traffic Control
- Tree Trimming and Removal
- Emergency Supplies and Support

"I cannot recommend them more highly. We certainly don't relish the possibility of another difficult storm season, but know that DRC will be there to meet all challenges imposed."

*– George Garrett, Sr.
Director of Marine Resources
and GIS Services, Monroe
County, Florida*

DRC is capable of handling all or part of any disaster remediation including the FEMA reimbursement process. DRC companies and affiliates have the experience, personnel, and equipment to mobilize immediately and are dedicated to providing professional, cost effective, responsive, high-quality service using our extensive experience and capabilities in emergency response and recovery as our guide.

- Highly Qualified and Experienced Supervisors and Project Managers
- Professional and Knowledgeable Administrative Personnel

- Efficient and Professional Work Crews and Equipment Crews
- Qualified, Experienced, and Licensed Subcontractors and Contract Reservists
- Specialized and Maintained Knuckle-Booms Loaders and Bucket Truck Crews
- Heavy Trucks and Hauling Equipment
- Specialized Attachments and All Necessary Support Equipment

NOTABLE ACHIEVEMENTS AND EXPERIENCE

- Simultaneously mobilizing, staffing and successfully operating 39 individual projects throughout the Southeastern US valued in excess of two hundred million dollars
- Providing, placing in service and simultaneously utilizing in excess of 4000 pieces of specialized equipment
- Maintaining an experienced cadre of over fifty Program and Project Managers
- Establishing a single-day productivity record for post-disaster debris removal as recognized by FEMA in 2008
- Earning recognition as one of the Top 50 Specialty Contractors by *Engineering News-Record*
- Designing, implementing, managing and financing a 150-mile Gulf of Mexico shoreline protection system in response to the BP oil spill
- Establishing industry standards for total volume recycled by recycling 100% of the volume collected in Houston, TX following Hurricane Ike
- Designing and implementing new standards for moving work zones
- A 27-year record of 100% federal reimbursement for eligible work performed
- A 27-year record of environmental compliance

HISTORY

The company was formed in 1989 in response to Hurricane Hugo. In 2001 the company began operating as DRC Emergency Services, LLC and currently has 42 employees. DRC has responded to numerous natural or man-made disaster events involving hundreds of contracts. DRC has collected over 150 million cubic yards of debris and established industry benchmarks for debris recycling and collection efficiencies. The 2008 hurricane season produced two devastating storms in Hurricane Ike and Hurricane Gustav in which DRC responded in service to 36 separate contracts, including the cities of New Orleans, Houston, and Galveston. DRC recycled 100% of the debris we collected in Houston, TX in the wake of Hurricane Ike, which amounted to over 5 million cubic yards. We also set an industry record for the most debris collected in a single day in 2008 and, according to FEMA officials, the record still stands today.

During the 2004 Hurricane season alone, DRC worked 37 virtually simultaneous, separate contracts performing a total of over \$150,000,000 in emergency work, and recovering over 10,000,000 cubic yards of debris in a four and half month period. In approximately 100 days DRC removed and disposed of approximately 10,000,000 cubic yards of debris. DRC also recovered, screened and restored tens of thousands of cubic yards of displaced sand and debris to restore 15 miles of beaches destroyed in Florida in the aftermath of Hurricane Ivan. During 2005 and 2006, DRC performed work on damages from Hurricanes Katrina, Rita and Wilma from the Florida Keys to Louisiana all the way to Houston, Texas. DRC Emergency Services, LLC possess extensive experience with disaster debris removal and therefore has an excellent understanding of the work to be performed.

Having performed debris operations nearly all of the United States and internationally for over 27 years, DRC takes pride in bringing innovation and professionalism to each project undertaken. We've consistently demonstrated an ability to both self-perform work immediately and engage a network of over 5,000 subcontracting partners. This unique ability means that no matter the location or size of an event, we can respond immediately and effectively.

OFFICE LOCATIONS

DRC has an office in West Palm Beach, Florida, which is located less than 3 hours away from the City of Port Orange. Additionally, DRC has an office in Bonita Springs, Florida, which is located less than 5 hours away from the City. DRC will be providing services to the City out of both of these offices. Our additional office locations in Galveston, Texas, New Orleans, Louisiana, and Semmes, Alabama provide us with geographical maneuverability along the Gulf Coast, and allow us to continue to provide services to the City of Port Orange should any location be compromised during a disaster. DRC currently has dozens of reservists and hundreds of subcontractors ready to participate in any response effort. Depending on the size of an event which may strike the City of Port Orange, DRC will dedicate all necessary manpower and equipment and in no case will the project be understaffed.

COMMITMENT TO COMPLIANCE AND ETHICAL BUSINESS CONDUCT

DRC Emergency Services, LLC strives to provide the most dependable, honest, customer-centric services in the industry, while upholding the highest standards of ethical conduct and compliance at all times. To better ensure our continued compliance with law and rules and regulations, DRC's senior management has established a formal code of business conduct. By implementing these guidelines, DRC is fully demonstrating its commitment to adhere to the highest professional standards and to act as a trustworthy source of unique capabilities to our public and private contracting partners. In addition, we expect that all contractors and individuals that work with us while serving our public and private customers shall also adhere to the highest ethical business conduct standards.

Kristy Fuentes, DRC's Chief Compliance Officer, oversees the Corporate Compliance Program, functioning as an independent and objective body that reviews and evaluates compliance issues/concerns within the organization as well as external issues relating to DRC's interaction with customers and environmental factors. The position ensures our management, employees and customers are in compliance with the rules and regulations of regulatory agencies; that company policies and procedures are being followed; and that behavior in the organization meets the company's Standards of Conduct. The Chief Compliance Officer acts as staff to the President and an independent reporter to management and General Richard Bednar (DRC's independent third-party compliance consultant) by monitoring and reporting results of the compliance/ethics efforts of the company and in providing guidance for senior management team on matters relating to compliance. The Chief Compliance Officer, together with General Bednar, is authorized to implement all necessary actions to insure achievement of the objectives of an effective compliance program. The Corporate Compliance Office exists:

- As a channel of communication to receive and direct compliance issues to appropriate resources, including DRC's independent third-party compliance consultant, for investigation and resolution, and
- As an independent conduit to management regarding Company activities
- As a final internal resource with which concerned parties may communicate after other formal channels and resources have been exhausted.
- As a resource to our individual customer base regarding contract compliance, environmental compliance and any and all issues involving contract performance.

DRC's Core Values

- Tell the Truth. In all business matters, we are committed to finding the truth and telling the truth. Truth-telling is a fundamental obligation of the DRC Emergency Services, LLC executive leadership and all employees.
- Use Common Sense and Good Judgment. We rely on the integrity of our employees and expect that they apply common sense and good judgment even when no one is watching.

- Work Hard. We expect all employees to give the full measure of honest effort to their working responsibilities, while maintaining a healthy life balance with wholesome off-duty interests and activities.
- Be Prepared. The nature of our emergency services work demands that all of us be in a continuing state of readiness. Responding to urgent calls for our help with the right personnel and equipment assets sets us apart from the competition.
- Be Accountable. We are accountable for everything we do or fail to do. We take ownership of our actions and stand up to the consequences of those actions whether positive or harmful to our customers or our Company.
- Show Courtesy and Respect. Our culture is built on the initiative, strengths and dedication of our people. We treat each other with respect, honesty, courtesy and fairness. We value the different skills, perspectives and experiences of our people.
- Protect Privacy: The privacy and integrity of customer and employee records and information is part of showing respect. Personal or private information should be disclosed only after conferring with and receiving permission from the individual or customer.

Application of Core Values

- To our customers we place highest priority on the timeliness of our response, our practical effectiveness, and the quality of our services and solutions.
- To our fellow employees we look out for their welfare, safety and health. We promote an environment that encourages new ideas, doing the right thing, enjoyment of work and equal opportunity for advancement.
- To our suppliers and subcontractors we are fair and professional in all our dealings. We honor our commitments to our business partners. We select business partners who will adhere to ethical standards.
- To our neighbors wherever we work we are responsible citizens who respect the laws and customs of the communities in which we work.

COMPLIANCE STANDARDS AND PROCEDURES

DRC Emergency Services, LLC, by virtue of its preparedness, responsiveness, demonstrated comprehensive competency, ethical business conduct and fair pricing, aspires to be the “first in response” for natural and physical disasters requiring an urgent response team.

“I will say that I have not worked with a more committed group of people when it came to honoring the contract you had with our county.” – Henry W. Bertram, Pendleton Judge/Executive, Commonwealth of Kentucky

DRC is an organization of people who work as a team to provide solutions to our customers’ urgent problems, while always doing the right thing. We recognize that *how* we do our work is as important as *what* work we do. We will not tolerate any short cuts when it comes to our ethical values and standards of conduct.

The senior management and key personnel of DRC are committed to the highest standard of ethical conduct and compliance. DRC is partnered with a nationally recognized government compliance and ethics firm and is committed to adhering to the highest professional standards and always acting as a trustworthy source of our unique capabilities to our public and private contracting partners. In addition, we expect that all contractors and individuals who work with us in serving our public and private clients shall also adhere to high ethical business conduct standards.

DRC has also established a very detailed ethics program with procedures to detect some of the obvious and easier ways that fraud occasionally occurs. For instance, typically, no DRC or subcontractor employees are allowed to participate in the measurement of trucks; this is entrusted to local government, state EMA and/or FEMA officials. DRC uses a detailed measurement documentation program to ensure the integrity of the haul and vehicle measurements and the safety and integrity of the vehicles and their drivers.

DRC has a detailed and specific program of ticketing and reconciliation verification that, we believe, meets or exceeds the FEMA requirements and has instituted additional programs and procedures to ensure protection to the greatest possible extent against fraud, waste and/or abuse. Our Project Managers, Supervisors and Foremen are typically trained in fraud reduction and detection and report any suspected instances thereof to Project Managers, assigned internal auditors and/or counsel.

All of our executives and employees deal honestly and fairly with our customers, suppliers, competitors, regulators and with each other. In doing business with federal, state and local governments we adhere to their rules and regulations that touch our work and our business conduct.

SAFETY PROCEDURES

Through careful planning, hazard recognition and control, safety indoctrination and training and rigorous attention to safety procedures, DRC ensures the health and safety of personnel at our work sites and the public adjacent to our work sites.

DRC's Corporate Safety Plan includes Safety Plans and Policies, an Accident Prevention Plan and a Substance Abuse Policy. It is the policy of this organization to provide and maintain work environments and procedures which will (1) safeguard public and Government personnel, property, materials, supplies, and equipment exposed to contractor operations and activities; (2) avoid interruptions of Government operations and delays in project completion dates; and (3) control costs in the performance of this contract.

The key contractor responsibilities concerning safety include (1) providing all personnel a general safety and health indoctrination and a safety and health orientation/screening prior to the commencement of work (or any single phase of work); (2) the continuing instruction/monitoring of each contractor, subcontractor, supplier and employee in the safe operation of their specific area of responsibility using the proper tools and in accordance with the safety procedures and guidelines as outlined by the United States Army Corps of Engineers.

A copy of DRC's Corporate Safety Plan is available for review upon request.

QUALITY CONTROL PLAN

The purpose of the Quality Control Plan is to promote efficient and safe operations and a quality product. DRC's approach to quality control consists of a series of tasks and processes tailored to suit the challenging circumstances facing the City of Port Orange in the wake of a disaster event.

"In every occasion, DRC remained client oriented, responsive and delivered excellent service to Escambia County"
– Keith Wilkins
REP, Director of Community & Environmental Department, Escambia County, Florida

A copy of the Quality Control Plan is available for review upon request.

EMPLOYEE PERFORMANCE AND TRAINING

As one of the leading disaster response companies in the United States, we have developed one of the most capable recovery teams in the nation. Our permanent staff members are NIMS-certified and fully knowledgeable of the FEMA reimbursement process, having insured that each and every client has received 100% reimbursement for all eligible disaster-related debris.

All personnel records (management, supervisors, foremen and laborers) are reviewed prior to deployment of personnel, to ensure all personnel have current documentation of training for each position they could be assigned (in accordance with OSHA, EPA and other applicable regulations and standards).

DRC, subcontractors, associates and contract reservist personnel have specialized training for emergency management and/or have attended multiple industry seminars and conferences. DRC, its subcontractors and/or personnel maintain membership in many professional organizations, including NEMA, APWA, SWANA and the Society of American Military

Engineers. DRC and/or its' affiliates, associates and/or subcontractors are licensed General Contractors in the states in which DRC performs disaster response services and are familiar with USACE, FEMA and FHWA rules and regulations, the Stafford Act and 44CFR, as they pertain to emergency response, recovery and reimbursement.

DRUG FREE WORKPLACE PROGRAM

DRC is a community in which responsibilities and freedoms are governed by policies and codes of behavior, including penalties for violations of these standards as stated in your Employee Manual. DRC has a standard of conduct that prohibits the unlawful possession, use, or distribution of illicit drugs and alcohol by employees on DRC's site and/or client sites or as a part of DRC's activities. DRC will impose disciplinary sanctions on employees ranging from educational and rehabilitation efforts up to and including expulsion or termination of employment and referral for prosecution for violations of the standards of conduct. Each situation will be look at on a case-by-case basis.

It is the goal of DRC to maintain a drug-free workplace. To that end, and in the spirit of the Drug-Free Workplace Act of 1988, DRC has adopted the following policies:

1. The unlawful manufacture, possession, distribution, or use of controlled substances is prohibited in the workplace.
2. Employees who violate this prohibition are subject to corrective or disciplinary action as deemed appropriate, up to and including termination.
3. As an on-going condition of employment, employees are required to abide by this prohibition and to notify, in writing and within five (5) days of the violation, her/his supervisor or the Managing Director or Vice President of any criminal drug statute arrest or conviction they receive.
4. If an employee receives such a conviction DRC shall: take appropriate personnel action against the employee, up to and including termination.
5. DRC provides information about drug counseling and treatment.
6. DRC reserves the right to search and inspect for the maintenance of a safe workplace.

TECHNICAL TRAINING AND EDUCATIONAL SERVICES

DRC Emergency Services, LLC, by comprehensive planning and support, along with vigorous training, can help local government reach a level of readiness that will allow the government to address these contingencies with confidence. We are committed to helping our clients

understand the principals and all hazard aspects of Emergency Management, and we have had overwhelming success with training programs and pre-event planning workshops.

DRC has qualified personnel who are available to provide the City of Port Orange with Exercises, Plans, Formulation or Training on eligibility issues, reimbursement procedures, documentation, etc. DRC will provide regular annual or more frequent training and feedback sessions to the City of Port Orange as a service at no additional cost to the City. Training sessions will address planning and reimbursement issues, as well as any other concerns of the City, and are scheduled and led by Dr. Walter Maestri, DRC's Emergency Management Consultant.

Dr. Maestri served for over a decade as Director of Emergency Management for Jefferson Parish, Louisiana, playing a key role in preparation and evacuation planning for Louisiana's largest suburban parish. His expertise and experience have been engaged by federal and state emergency planners as well as nationwide news networks over the past ten years. Most recently, Dr. Maestri served the citizens of his parish and state with distinction during and after Hurricane Katrina, the nation's worst-ever natural disaster. He has authored over a dozen publications and presentations on emergency management, has ten different certifications from the Emergency Management Institute and the Federal Emergency Management Agency and holds a bachelor's degree from Spring Hill College in Mobile, as well as a doctorate from the University of Southern Mississippi.

Typically, training sessions also include DRC consultants and reservist personnel who are former FEMA personnel or who are intimately familiar with FEMA and other government regulations.

RECENT WORK EXPERIENCE

Florida has been fortunate to not have been severely impacted for over a decade. As such, please see below for descriptions of major debris removal projects throughout the United States.

2016 Multiple Severe Weather Events

The severe weather in March resulted in flooding in all of Louisiana followed by April flooding in Texas. DRC responded to its standby customers in the City of Houston and Harris County, Texas while simultaneously working in Tangipahoa Parish, Louisiana. In Louisiana, the widespread flooding was mapped and prioritized from the air. DRC's crews provided immediate relief to impacted residents by removing water-soaked construction and demolition debris quickly and efficiently. Electronic waste, household hazardous waste and white goods were collected and processed separately.

Tornadoes ravaged Texas and North Carolina in late April and early May. DRC was called upon for debris collection, processing and disposal in Smith County, Texas via a TXDOT contract and in New Hanover, N.C. by way of a "standby" contract.

2016 Snow Storm Jonas

The days of January 22nd through the 24th 2016 saw a blanket of snow across the Mid -Atlantic States primarily in areas unaccustomed and ill-prepared to deal with such massive quantities. Many areas experienced an accumulation in excess of three feet which caused a suspension of municipal services and massive cancellations of business operations.

DRC's response team established operations in Washington D.C. on the evening of the 22nd and began mobilizing equipment and manpower in assistance to the Maryland Highway Authority, the Maryland Department of General Services, Prince Georges County, Maryland, the City of Baltimore and Loudoun County Virginia. Operations continued twenty-four hours per day for ten days which required two operators per piece of equipment and around the clock management and support personnel. As a result of DRC's quick response, a long term contract was secured with one of the tasking jurisdictions.

2015 Louisiana Storm Event

Following the April 2015 event, DRC was activated in response to Straight line winds affecting the City/Parish of East Baton Rouge. In as little as 30 days, crews had scoured the city and returned it to its pristine state. All of the debris collected was quickly processed by grinding and ultimately recycled and used as fuel. DRC emergency Services also responded with adequate resources to Ascension Parish for an efficient and timely debris removal and recovery process.

*"Thanks to you all for being
EXTREMELY helpful and
responsive!!!" - Brant Gary, Director
of Public Works, City of Bellaire
Texas*

2015 Texas Flood Event

DRC was activated under its existing City of Houston "Standby" contract to collect approximately 250,000 cubic yards of mostly construction and demolition debris. Additionally, DRC was tasked with tracking this debris from "cradle to

grave” with an emphasis on recycling.

The City of Bellaire also activated DRC under an existing Standby contract in response to the historic floods in May of 2015. While the volume produced in Bellaire was not significant, DRC mobilized rapidly to return the city to a normal state. Additionally, DRC responded to the needs of the Texas Department of Transportation by performing tree and debris removal with the Houston District as required by the department.

2014 Ice Storms

The winter of 2014 wreaked havoc on the eastern seaboard. DRC’s initial work began in Richmond, Virginia supporting the City with ice and snow removal on several occasions in the months of December and January. On February 10, 2014, Ice storm Pax impacted the States of North Carolina, South Carolina and Georgia. DRC Emergency Services’ contract with the South Carolina Department of Transportation was activated in preparation of the event and as soon as weather permitted, DRC’s crews began clearing roadways. This event damaged and destroyed millions of trees throughout the State of South Carolina. The South Carolina Department of Transportation contracted DRC to cut, remove and transport vegetative debris in 8 counties, totaling over



12,000 miles of roadway clearing and the trimming of over 225,000 trees. DRC managed and operated over 15 Debris Management Sites reducing and recycling over 1.5 million cubic yards of debris. Simultaneously, DRC’s contracts in North Carolina, were activated in New Hanover County, Pender County, the City of Wilmington for debris removal and reduction of approximately 400,000 cubic yards of debris. The winter of 2014 ended with a late ice storm in the first week of March in the State of North Carolina. In response to the damage caused by this storm, DRC was contracted by the City of Thomasville and the City of Archdale.

2013 Midwestern Tornado Outbreak

Beginning on May 20, 2013 and lasting nearly a week, severe thunderstorms that produced numerous devastating tornadoes swept through Texas, Oklahoma, Kansas and Missouri before moving on to the northeastern states. Widespread damage was reported, mainly throughout Oklahoma and Missouri. In response to these damaging tornadoes, DRC was contracted to perform debris removal and disaster recovery services in the City of Oklahoma City, Pottawatomie County, Oklahoma and St. Charles County, Missouri.

2012 Super Storm Sandy

On October 29th of 2012, Super Storm Sandy made landfall over Northeastern United States, primarily affecting the States of New York and New Jersey. Its storm surge flooded streets,

tunnels and subways and damaged and destroyed thousands of homes. DRC was hired to remove debris from the New York DOT roads on Long Island in Suffolk and Nassau Counties. In New Jersey, we were hired to clean up Piscataway.



2012 Hurricane Isaac

On August 29th of 2012, Hurricane Isaac made landfall over Southeastern Louisiana. This slow moving storm spent nearly 48 hours pummeling the area with hurricane force winds, and also brought with it a significant storm surge. DRC was activated by 9 of our clients in Louisiana, including St. Charles Parish, New Orleans, East Baton Rouge Parish, St. John Parish, Jefferson Parish and the LADOTD. DRC responded to each of these activations immediately and independently.

2011 Tornado Outbreak

In early April 2011, a severe weather event culminated in easily the most prolific, active month for tornados on record. These tornados followed an unprecedented outbreak that had already affected much of the South East. DRC was contracted by more than five separate entities to perform debris removal services for more than 25 separate contracts. Some of the entities included the North Carolina Department of Transportation, the Alabama Department of Transportation, the Alabama Department of Conservation and Natural Resources, the City of Birmingham, USACE in Joplin, Missouri, as well as various other small cities and townships.

2011 FEMA Site Development

Beginning in the later part of 2011, DRC broke ground on a Site Development project for the USACE in Minot, North Dakota. Thus far, work has consisted of developing a portion of the site, located in the northeast corner of Minot, for the installation of FEMA temporary group housing. This project has required constant coordination between several different agencies including FEMA, the USACE, and officials with the State of North Dakota as well as local utilities' representatives. Topsoil stripping, grading, excavation, sanitary sewer and water line services, and electrical power and services are just a few examples of DRC's responsibilities with this project.

Deepwater Horizon Oil Spill



DRC successfully performed in several contracts that were directly related to the oil spill in the Gulf of Mexico which flowed for three months in 2010. The company's depth of knowledge with debris handling in ecologically sensitive environments was a significant asset and provided the ability to be intimately familiar with the placement, management, and removal of oil containment boom. Personnel in this company had a personal interest in protecting the Gulf Coast as they were among the affected residents. During this time, DRC was successfully classified as an Oil Spill Removal Organization (OSRO) by the United States Coast Guard. The company met several classifications which were listed on the OSRO Classification Matrix. Participation in this program

allowed DRC to provide professionally recognized services to Escambia County, Florida as well as Plaquemines Parish, Terrebonne Parish, and Lafitte Parish, Louisiana.

The Hurricane Season Of 2009

Despite the unusual lull in hurricane activity for the 2009 hurricane season, DRC remained very much involved in the disaster remediation industry. DRC performed services for approximately 23 contracts that ranged from various types of debris removal to structural and slab demolition. In January of 2009, DRC responded with services and resources in a project funded by the Texas GLO that included debris removal and vessel recovery. The Texas GLO requested assistance for the removal of marine debris that was generated as a result of Hurricane Ike in 2008. These services were performed in Trinity, Galveston, East and West Bay and have an approximate contractual value of \$22,703,700.00. DRC also provided services for areas such as Kentucky and Arkansas that were ravaged by severe ice storms. These services are valued at approximately \$11,157,132.02. Also included in DRC's list of 2009 projects were residential demolition, structural and slab demolition, and barge removal. These contracts, performed for governmental agencies ranging from the Texas GLO to the town of North Topsail Beach, North Carolina, are all currently estimated at \$43,285,257.75.

Hurricanes Gustav and Ike

While DRC was actively responding to fifteen separate Louisiana contracts, Hurricane Ike struck the Texas Coast near Galveston. Our response was immediate, already having project managers imbedded in Emergency Operation Centers in each of our contracted jurisdictions throughout the

impacted area. In Galveston, DRC provided meals to Government workers for weeks by utilizing our mobile kitchen. Tidal surge flooded much of the Island Community. DRC established massive DMS sites where construction and demolition debris was hauled in and separated into various categories (wood, metals, HHW, white goods, sheet rock, tires, batteries, oils etc.) and the process of recycling, compaction and reduction began. Surveys taken by Government officials showed that greater than ninety percent of all residents were more than satisfied with the efforts of DRC.

In Houston, America's fourth largest metropolitan area, DRC responded with more than two-thousand pieces of rolling stock and yellow iron. In just ninety days, DRC collected more than 5.6 million cubic yards of debris from the City of Houston alone. A mandate from Mayor Bill White called for recycling of all debris collected in the City. With a partnership with Allied Services, all the woody debris was reused or recycled.

During this event, DRC established a record that stands today by collecting 440,000 cubic yards of debris in a single day.

Work continued for the Texas General Land Office as DRC contracted to remove sunken vessels and debris from four major bays and waterways in the affected area. Side scan sonar was used to identify targets in advance and in combination with a well-designed implementation plan, the complete marine operation was concluded in just over thirty days.

In total, DRC successfully staffed, financed and managed thirty nine virtually simultaneous contracts in Louisiana and Texas setting benchmarks for productivity and creative operating techniques along the way.

Hurricanes Katrina, Rita and Wilma

During 2005, DRC performed work from the devastation caused by Hurricanes Katrina, Rita and Wilma. The affected area spanned from the Florida Keys to Louisiana and all the way to Houston, Texas. In Louisiana, DRC performed work for the State that included a car and vessel removal, remediation, notification and recycling program. This program involved the removal of abandoned cars and vessels Statewide to aggregation sites operated by DRC. Protocol called for multiple legal notifications to the owners and the coordination with private insurance. Additionally, complete remediation was performed on each unit and ultimately the vehicles were recycled and auctioned with the proceeds reverting back to the State of Louisiana.

The Louisiana Department of Transportation and Development contracted with DRC to provide Debris Management for all of South Louisiana where more than thirty Parishes were affected.



This program called for the establishment and operation of fifteen or more debris management sites where several million cubic yards of collected debris was processed and prepared for recycling, waste to energy or disposal.

In Plaquemines Parish Louisiana, DRC performed vast amounts of marine debris removal, silt removal from all of the Parish's numerous drainage canals and rapid repair to its Government buildings.

In New Orleans, DRC began a massive commercial and residential demolition project that is still operating today.

While work was being performed in Louisiana, DRC's operations in Florida included debris collection, processing, disposal and reuse in many major jurisdictions in South Florida including Miami and Miami Dade. In Monroe County Florida (Florida Keys), DRC performed debris removal which involved difficult task of siting and operating debris management sites in extreme environmentally sensitive locations. These temporary sites required lined portions in order to temporarily store HHW and other potentially hazardous substances.

A separate contract called for the removal of sunken and abandoned vessels, and the processing and disposal of these retrieved vessels all in an ecologically sensitive area.

Hurricanes Francis, Charley, Ivan and Jeanne

During the 2004 Hurricane season, DRC responded to four sequential events (Francis, Charley, Ivan and Jeanne) by working 37 simultaneous, separate contracts. This work totaled over \$150,000,000 and DRC recovered, processed and disposed of over 10,000,000 cubic yards of debris in a three and half month period. DRC also recovered, screened and restored tens of thousands of cubic yards of displaced sand and debris in a successful effort to restore 15 miles of Florida beaches destroyed in the aftermath of Hurricane Ivan. These projects spanned the entire State of Florida and required extreme quantities of manpower and equipment. In conjunction with these events, DRC operated a twenty four hour a day data processing center where tens of thousands of load tickets were continuously processed. Additionally, more than one hundred subcontractors provided services to DRC during these events including a significant number of local subcontractors as prescribed by the Robert T. Stafford Act.

"I cannot recommend them more highly. We certainly don't relish the possibility of another difficult storm season, but know that DRC will be there to meet all challenges imposed."

*– George Garrett, Sr.
Director of Marine Resources
and GIS Services, Monroe
County, Florida*

MAJOR DISASTER RECOVERY PROJECTS

DATE	EVENT
1989-1990	Hurricane Hugo - South Carolina and St. Croix, U. S. Virgin Islands
1992-1993	Hurricane Andrew - Florida
1995-1996	Hurricane Marilyn, U.S. Virgin Islands and Puerto Rico
1995-1996	Hurricane Opal - Florida
1996-1997	Hurricane Fran - North Carolina
1997	Hurricane Danny - Alabama
1997-1998	Ice Storm - Nebraska
1998-1999	Hurricane Georges - Puerto Rico and Alabama
1999	Ice Storm - Alabama and Tennessee
1999	Tropical Storm - Texas
1999-2001	F5 Tornado - Oklahoma
1999-2001	Hurricane Floyd - Florida, South Carolina and North Carolina
1999	Hurricane Irene - Florida
2000	Ice Storm - Georgia
2000	Ice Storm - North Carolina
2000	F4 Tornado - Texas
2000	Catastrophic Flood - New Jersey
2001	Ice Storms - Oklahoma, Louisiana, Texas and Arkansas
2001	Texas Floods - Houston Area
2001	West Virginia Flooding
2001	Tropical Storm Allison - Texas and Louisiana
2001	Tropical Storm Gabrielle - Florida
2001	Ice Storm- Kansas and Missouri
2002	Snow Storm - New York
2002	Floods- State of Virginia
2002	Hurricane Isadore - Louisiana
2002	Emergency Tire Fire (3 million tires) -Virginia
2002	Hurricane Lili - Louisiana
2002-2003	U.S. Coast Guard IDIQ Facilities Maintenance and Emergency Construction
2003-2004	Hurricane Isabel - Virginia
2004	Floods- State of Texas
2004-2005	Hurricanes Charley, Frances, Jeanne and Ivan - Florida
2004-2005	Tropical Storm Gaston- South Carolina
2005	Hurricane Dennis - Florida
2005-2008	Hurricane Katrina - Florida, Louisiana, and Mississippi
2005	Hurricane Ophelia - North Carolina
2005	Hurricane Rita - Texas and Louisiana
2005	Hurricane Wilma - Florida
2006	Ice Storms - New York
2007-2008	Ice Storms - Missouri
2008	F5 Tornado - Iowa

2008	Mother's Day Tornadoes - Georgia
2008	Hurricane Gustav - Louisiana
2008	Hurricane Ike - Texas
2009	Snow Storms - Virginia/Maryland
2009	Ice Storms - Kentucky / Arkansas
2010	Snow Storms - Maryland / Virginia
2010	Flood - Tennessee
2010	Haiti - Earthquake
2010	BP Deepwater Horizon Oil Spill
2011	Hurricane Irene - Virginia, Maryland, North Carolina, Rhode Island
2012	Hurricane Isaac - Louisiana
2012-2013	Hurricane Sandy - New York, Maryland, New Jersey, Missouri
2014	Ice Storm - South Carolina, North Carolina
2015	Straight Line Winds - Louisiana
2015	Houston Flood - Texas
2016	Winter Storm Jonas - Maryland, Virginia
2016	March Floods - Louisiana
2016	April Floods - Texas

10 YEAR PAST PERFORMANCE

DATE 2016	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
May	New Hanover County	May 2016 Tornado Debris Removal	Work in Progress
April	TxDOT Hunt County	On-Call Tree Trimming	Maintenance Contract
April	Harris County, TX	DR-4269 Texas Severe Storm and Flooding	Work in Progress
April	City of Houston, TX	DR-4269 Texas Severe Storm and Flooding	Work in Progress
April	TxDOT Denton County	Tree Trimming & Tree and Brush Removal	Maintenance Contract
March	Tangipahoa Parish, LA	March 2016 Flood Event	\$72,224.79
February	TxDOT Hill County	Tree Trimming and Removal	Work in Progress Est. \$242,090.25
January	Prince George's County, MD	Snow Removal-Winter Storm Jonas	\$179,188.75
January	Loudoun County, VA	Snow Removal-Winter Storm Jonas	\$223,113.50
January	Maryland Depart of General Services	Snow Removal-Winter Storm Jonas	\$12,440.00
January	City of Baltimore, MD	Preston Road Complex Snow Removal-Winter Storm Jonas	\$122,550.00
January	State of Maryland Highway Authority	Snow Removal-Winter Storm Jonas	\$465,500.00
January	State of LA Sand Activation	Delivery of Sand to Krotz Springs, LA	\$28,991.76
January	TxDOT McLennan County	Tree Trimming and Removal	Maintenance Contract
DATE 2015	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
October	Ethyl Road Industrial Park, LLC	Pond Dewatering	Work in Progress Est. \$136,298
October	East Baton Rouge Housing Authority	Turner Plaza Demolition- Building 6	\$187,523.53
August	ALDOT District 2 Tuscaloosa Area	Tree Trimming and Removal	Maintenance Contract

July	Jackson County, MS	LANDFILL SERVICES FOR CHIPPING, GRINDING, HAULING AND DISPOSAL OF VEGETATIVE DEBRIS	\$67,200.00
July	St. Louis County, MO	Tree Removal	Maintenance Contract
June	TxDOT Waller and Montgomery County	Debris Removal and Disposal	\$87,304.60
May	City of Bellaire, TX	Disaster Debris Removal Services	\$12,926.87
May	City of Houston, TX	Disaster Debris Removal Services	\$1,931,956.44
May	City of Houston, TX	Base Camps	\$7,142
May	Parish of East Baton Rouge, LA	Disaster Street Clearing Debris Collection, Removal, Processing, Disposal and Management Services	\$815,867.76
April	Ascension Parish, LA	Storm Cleanup as a result of the weather system on Monday April 27, 2015	\$60,000
April	Castlerock Communities, LP Houston, TX	Goose Creek Landing Detention Pond Clearing & Section 1 Clearing	\$ 123,664.00
March	City of Corpus Christi, TX	Master Channel 31 Drainage Channel Excavation	\$878,176.52
February	New Caney Defined Benefits Area MUD Within the City of Houston ETJ in Montgomery County, TX	Phase 2 Clearing and Grubbing	\$618,286.08
January	Harris County, TX	Expansion of James Driver Park Phase One	Work in Progress \$1,506,550.65
DATE 2014	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
December	TXDOT- Smith County	Tree Removal	Maintenance Contract
November	Brazos County, TX	Tree Trimming and Removal	\$118,366.25
October	Harris County, TX	South Richey Stormwater Detention Basin Excavation	Work in Progress 5,395,557.23
August	ALDOT-2 nd Division District 3	Tree Trimming/Canopy Removal- District 3	\$115,842.50
August	Jefferson Parish Public Works	Stumps and Root Mass Grinding	Maintenance Contract

July	City of Athens, AL	Grinding and Disposal of April 28, 2014 Storm Debris/Green Waste	\$65,552.00
July	Hyde County, NC	Hurricane Arthur Debris Management Services	\$8,750
July	Houston Parks Board	Bayou Greenways Tree pruning and Forestry- Maintenance Contract	Maintenance Contract
July	City of Shreveport, LA	Cross Lake Dam Embankment Vegetation Removal	\$227,287.26
July	City of Center Point, AL	Demolition and Cleanup	\$34,911.00
July	City of Archdale, NC	Winter Storm Debris Easement Removal	\$141,000.00
July	City of Jonesboro, AR	Debris Removal	\$280,000.00
May	City of Archdale, NC	Winter Storm Debris Removal	\$147,203.50
May	Gulf Breeze, FL	Emergency Debris Removal	\$108,995.46
May	Okaloosa, FL	Emergency Debris Removal	\$5,816.78
April	Thomasville, NC	Debris Removal and Disposal, Debris Management, and Debris Clearance	\$473,222.69
March	City of New Orleans	Strategic Demolitions for Economic Recovery	Work in Progress \$6,685,950.00
February	New Hanover, NC	Emergency Response, Management, and Recovery	\$1,146,756.55
February	Wilmington, NC	C&D Debris Removal and Vegetative Debris Removal and Disposal	\$1,555,223.85
February	Pender County, NC	Debris Management and Site Disposal	\$66,447.07
February	South Carolina Department of Transportation	Clearing Roads, ROW, Debris Hauling due to a hurricane/storm event	\$44,233,669.57
January	Richmond, VA	Snow Removal Services	\$36,855.00
January	LADOTD – Webster Parish	Tree Removal in Webster Parish	Work In Progress Est. \$458,785
DATE 2013	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT

December	Port St. Lucie	Canal Bank Stabilization Improvements (3 Segments)	\$4,022,930.54
September	LADOTD – Bienville Parish	I-20 Tree Removal in Bienville Parish	Work In Progress Est. \$348,053
July	St. Louis County, MO	Tree Removal & Stump Grinding	Est. \$117,530.17
June	St. Charles County, MO	Emergency Storm Debris Removal	923,105.33
June	Bridgeton, MO	Emergency Storm Debris Removal	\$38,918.81
June	Pottawatomie County, OK	Emergency Cleanup of Storm Debris	\$418,256.75
June	City of Oklahoma City	Emergency Storm Debris Removal	\$1,873,206.11
May	Terrebonne Parish Consolidated Govt.	St. Louis Bayou Cleanout	Work In Progress Est. \$924,950.00
April	Zehendner Disaster Relief, LLC	Super Storm Sandy Marine Debris Removal Ocean City, NJ	\$512,750.50
DATE 2012	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
November	Piscataway, New Jersey	Super Storm Sandy Debris Removal	\$1,498,637.31
November	New York Department of Transportation	Super Storm Sandy Debris Removal Nassau County	\$5,190,263.72
November	New York Department of Transportation	Super Storm Sandy Debris Removal Suffolk County	\$8,224,716.15
November	New York Department of Transportation	Super Storm Sandy Debris Removal Suffolk County	\$3,607,542.53
November	Harford County, Maryland	Super Storm Sandy Management of Vegetative Debris	\$29,671.63
September	Ascension Parish	Hurricane Isaac Debris Removal	\$279,364.17
September	LADOTD District 62	Hurricane Isaac Debris Removal	\$913,039.39
September	Mandeville, LA	Hurricane Isaac Debris Removal	\$465,759.22
September	St John the Baptist	Hurricane Isaac Debris Removal	2,919,975.96
September	Jefferson Parish	Hurricane Isaac ROW Debris Removal	\$1,713,925.30

September	East Baton Rouge	Hurricane Isaac Disaster Management	\$2,474,520.78
September	St. Charles Parish	Hurricane Isaac Debris Removal	\$506,673.33
August	Jefferson Parish	Hurricane Isaac ROW Debris Removal	\$64,402.51
August	City of New Orleans, LA	Hurricane Isaac Debris Removal	\$2,576,871.94
August	DDD New Orleans	Hurricane Isaac Debris Removal	\$14,858.79
August	State of Louisiana	Hurricane Isaac – Mass Feeding	\$23,750.00
August	State of Louisiana	Hurricane Isaac – Catering Services	\$21,030.00
August	State of Louisiana	Hurricane Isaac - Delivered MRE's to Kenner, LA	\$4,604.64
August	State of Louisiana	Hurricane Isaac Sand Delivery	\$19,680.00
August	FDOT District 7, FL	Hurricane Isaac - Cut and Toss Contract Z 7023	\$17,550.00
July	St. Clair County, AL	PWB #29 Shoal Creek Extension	\$188,864.00
July	VDEM	Logistics / Emergency Supplies	\$96,911.80
July	Corpus Christi, TX	Brush Collection	\$249,070.83
June	Matthews County, VA	Logistics / Emergency Supplies	\$13,109.00
May	Corpus Christi, TX	Debris Removal	\$482,331.96
May	Moody, AL	Storm Debris Removal	\$69,375.00
May	Limestone County, AL	Waterway Debris Removal	\$164,605.02
May	St. Clair County, AL	Shoal Creek Debris Removal	\$682,000.00
May	St. Clair County, AL	Kelly Creek Debris Removal	\$173,782.00
April	Tuscaloosa, AL	Forest Lake Debris Removal	\$142,817.00

March	Pendleton County, KY	Tornado debris removal from county road right of ways	\$144,039.22
March	Lafayette Consolidated Government	Emergency Disaster Debris Removal from March 2012 Floods	\$52,767.84
February	Center Point, AL	Disaster Debris Removal, Reduction & Disposal for January 2012 Tornadoes	\$458,260.06
January	Tuscaloosa, AL	Structural demo, Debris removal and Site cleanup	\$1,369,153.80
DATE 2011	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
November	Barrington, RI	Tub Grinding @ Town Compost Site	\$81,956.92
October	Houston, TX	Debris Removal in City Parks and ROW's	\$3,783,080.94
September	Southern Shores, NC	Debris Removal - Hurricane Irene	\$240,643.61
September	Pamlico County, NC	Veg and C&D Debris Removal - Hurricane Irene	\$1,383,586.23
September	New Hanover County, NC	Veg / C&D Debris Removal & Disposal	\$278,255.70
September	VDOT-Ashland Residency	L & H Debris Removal – Hurricane Irene	\$4,498,736.62
September	Richmond, VA	Disaster Recovery Services – Hurricane Irene	\$895,762.35
September	Pender County, NC	Site Mgmt @ Rocky Pt Convenient / Morris Tract in homestead	\$42,897.68
September	Cranston, RI	Debris Removal – Hurricane Irene	\$1,209,413.46
September	Narragansett, RI	Debris Removal – Hurricane Irene	\$47,826.23
September	Calvert County, MD	L & H Debris Removal – Hurricane Irene	\$143,659.44
September	USACE-Minot, North Dakota	Mobile Home Group – Site Development Minot, ND	\$9,367,899.71
September	North Topsail Beach, NC	Debris Removal – Hurricane Irene	\$4,950.00
September	Cumberland, RI	Debris Removal – Hurricane Irene	\$53,440.00
September	Providence, Rhode Island	Debris Removal – Hurricane Irene	\$209,399.00
September	Rhode Island D.O.T	Emergency Push – Hurricane Irene	\$17,864.50
August	Holmes County, MS	Debris removal – 2011 Tornadoes	\$36,515.94
August	VDEM	Logistic/Life Support Services due to Hurricane Irene: Portable	\$514,000.00

		Showers & Toilets, Bottled Water, Fuel, Generators, Reefer Trucks	
August	Harford County, MD	Provided Roll Off containers due to Hurricane Irene	\$66,012.00
August	St. Mary's County, MD	Push / Load and Haul Debris Removal – Hurricane Irene	\$855,323.40
August	Havelock, NC	Debris Removal – Land H Hurricane Irene	\$213,132.34
August	TME	Emergency Push (Suffolk, VA) – Hurricane Irene	\$828.00
August	VDOT Hampton Road District, Virginia	Debris Removal - Hurricane Irene	\$7,701,214.94
July	Durant, MS	Veg Debris Removal, Hauling & Disposal – 2011 MS tornado	\$146,745.80
June	City of Birmingham, AL	Debris removal related to April tornado	\$967,820.03
June	AL DOT Division 3 Jefferson County, AL	Debris removal related to April tornado	\$260,979.00
June	AL DOT Division 3 Shelby County, AL	Removal and Disposal of Storm Debris and Damaged Trees	\$1,688.89
June	AL DOT Division 3 St. Clair County, AL	Removal and Disposal of Storm Debris and Damaged Trees	\$212,836.34
June	AL DOT Division 3 Blount County, AL	Removal and Disposal of Storm Debris and Damaged Trees	\$3,255,622.52
June	USACE W912DQ-11-R-1033 DRC ES Teaming with Intelligent Investments, Inc.	Debris Collection & removal / Joplin Tornado Recovery Effort	\$2,673,159.37
June	USACE W912DQ-11-R-1036 DRC ES Teaming with R & R Trucking, Inc.	Debris Collection & removal / Joplin Tornado Recovery Effort	\$2,869,470.40
June	Plaquemines Parish, LA Temp Correctional Training Facility	Provision of temporary correctional training facility	\$2,049,081.42
June	Clay County, MS	Removal and Disposal of Storm Debris and Damaged Trees	\$47,150.10
June	City of New Orleans, LA	FEMA Demolition Program Hurricanes Katrina & Rita	\$2,860,893.60
May	Fultondale, AL Jefferson County	Debris removal related to April tornado	\$985,685.26
May	Calhoun County, AL	Debris removal related to April tornado	\$4,652,742.66

May	East Baton Rouge, LA Recreation and Park Commission Central Community Sports Park	Recreation Facility Construction	\$2,768,672.22
May	City of Trussville, AL	Debris removal related to April tornado	\$99,620.38
May	AL DOT Division 1 District 4 (AL 69 and 79 Marshall County)	Debris removal related to April tornado	\$403,935.00
May	City of Birmingham	Debris removal related to April tornado	\$5,578,914.05
May	AL DOT Division 1 District 4 (AL 91 Cullman County, AL)	Debris removal related to April tornado	\$993,538.00
May	AL DOT Division 1 District 4 (AL 227 & AL 62 Marshall County)	Debris removal related to April tornado	\$1,792,201.95
May	AL DOT Division 1 District 4 (I-65 Cullman County, AL)	Debris removal related to April tornado	\$1,689,537.00
May	AL DOT Division 1 District 4 (AL 75, AL 168, US 231 & AL 67 Marshall & Cullman Counties)	Debris removal related to April tornado	\$233,334.00
May	AL DOT Division 1 District 4 (US 278 & US 31 Cullman County, AL)	Debris removal related to April tornado	\$171,479.00
May	AL DOT Division 1 District 3 (Jackson County, AL)	Debris removal related to April tornado	\$454,803.00
May	AL DOT Division 1 District 3 (DeKalb County, AL)	Debris removal related to April tornado	\$165,183.00
May	AL DOT Division 5 District 2 (Tuscaloosa, AL)	Debris removal related to April tornado	\$2,950,669.00
May	Town of Phil Campbell, AL	Debris removal related to April tornado	\$2,343,961.22
May	Franklin County, AL	Debris removal related to April tornado	\$2,339,722.44
May	Alabama Department of Conservation and Natural Resources (Guntersville State Park)	Debris removal related to April tornado	\$2,302,133.60
April	USACE-Nashville, TN	Metro Center Levee Improvements-construction of bike path on existing levee	\$1,038,680.57
April	Southern Industrial Contractors-St. Bernard Parish, LA	Roadway restoration project- repairs throughout the Parish	\$262,934.70
April	NC DOT-Johnston County, NC	R.O.W. debris removal and disposal related to the April tornado	\$98,739.61
April	NC DOT-Wilson County, NC	R.O.W. debris removal and disposal related to the April tornado	\$46,359.56

April	NC DOT-Greene County, NC	R.O.W. debris removal and disposal related to the April tornado	\$161,472.00
DATE 2010	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
December	Richmond, VA	Snow Push	\$27,803.50
September	Corpus Christi, TX	Debris Removal – yearly maintenance	\$340,133.67
July	World Food Program	Haiti – Construction and operation of secured community housing and support facilities	\$7,186,840.47
May	Monroe County, FL	Lobster Trap Removal	\$1,771,855.38
May	Escambia County, FL	Oil Spill Recovery for BP Oil Spill	\$5,015,323.99
May	United States Environmental Services, LLC Louisiana	Provision of Boom for BP Oil Spill	\$1,000,000.00
May	Lawson Environmental Louisiana	Provision of Boom - for BP Oil Spill	\$884,000.00
May	Orleans Parish Criminal Sheriff's Office	Temporary Inmate Housing	\$9,025,109.43
May	City of Nashville, TN	Flood Debris Removal	\$240,509.17
May	BP Deep Water Horizon Oil Spill Response	Oil Spill Recovery Efforts Plaquemines Parish, Lafitte and Terrebonne Parish, LA and the Panhandle of Florida	Est. \$170,000,000.00
May	State of Florida DEP Santa Rosa County	Placement of Oil Containment Boom	\$1,479,192.30
May	Coastal Planning and Engineering Okaloosa County	Placement of Oil Containment Boom	\$5,184,096.40
April	Red Cross	Provision of Temporary office space	\$163,112.00
March	Terrebonne Parish Consolidated Government	Demolition of 83 houses	\$400,000.00
February	City of New Orleans, Louisiana	Strategic Demolition	\$5,265,125.00
February	Anne Arundel County, MD	Snow Push	\$3,054,029.50
February	Alexandria, Virginia	Snow Push	\$27,216.00

February	Prince William County, Virginia	Snow Push	\$32,880.00
February	City of Baltimore, Maryland DGS	Snow Push	\$2,697,721.00
February	Arlington County, Virginia	Snow Push	\$264,408.00
February	VDOT-Warrenton Residency	Snow Push	\$48,624.00
February	MDOT-SHA Region C, Anne Arundel County, MD	Snow Push	\$9,593.00
February	Baltimore Public Buildings & Grounds	Snow Push	\$212,931.00
February	Virginia Department of Emergency Management	Snow Push	\$51,000.00
January	Terrebonne Parish Consolidated Government	Marine and vessel debris removal	\$216,000.00
DATE 2009	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
December	Anne Arundel County, Maryland	Snow Push	\$3,110,362.00
December	Virginia Department of Emergency Management	Snow Push	\$477,178.55
November	TXDOT Cherokee County	Tree Trimming & Brush Removal	\$171,176.25
November	New Orleans, LA	Construction of City Park Tennis Center	\$3,680,000.00
August	Louisiana Land Trust # 7	Structure and slab demo in Orleans, Jefferson, St Bernard Parish	\$426,480.00
August	Louisiana Land Trust # 11	Structure and slab demo Orleans Parish	\$1,277,740.00
July	Assumption Parish Police, Jury, LA	Debris Removal-Ezekiel St. Dumpsite	\$94,970.00
July	Grand Isle State Park, LA	Erosion Control	\$1,392,700.00
July	Iberville Parish, LA	Removal of Sunken Barges	\$196,000.00
July	Jefferson Parish, LA	Private property demolition in Batavia, Lafitte, Crown Point and Grand Isle	\$1,323,044.20

June	North Topsail Beach, N.C.	Berm Shaping	\$220,459.00
April	Birmingham Airport Authority	Demolition	Est. \$148,464.00
April	Lafayette, Louisiana	Demolition of residential houses	\$17,664.00
April	TXDOT Galveston County	Bolivar Ditch Excavation	Est. \$306,413.28
March	Lexington-Fayetteville Urban County Government Parks and Golf Course	Ice Storm Debris Removal	\$177,877.50
March	LADOTD	Hurricane Gustav Chipping and Grinding	\$144,565.00
March	Graves County, Kentucky	Ice Storm Debris Removal	\$2,220,183.54
March	Baxter County, Arkansas	Ice Storm Debris Removal	\$4,519,870.90
February	Lexington-Kentucky Urban County Government	Ice Storm Debris Removal	\$780,000.00
February	Blytheville, Arkansas	Ice Storm Debris Removal	\$1,481,569.99
February	Kentucky DOT – District 1	Ice Storm Debris Removal	\$5,852,377.80
February	Harris County, TX	Hurricane Ike Debris Removal	\$24,750.00
February	Fayetteville, Arkansas	Ice Storm Debris Removal 2009	\$2,592,537.17
February	Kentucky DOT – District 2	Ice Storm Debris Removal	Est. \$509,174.25
January	Texas General Land Office	Hurricane Ike Marine Debris Removal	Est. \$22,703,700.00
DATE 2008	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
October	USACE Vicksburg District	Drift and Debris Removal and Associated Work , Coldwater Rivershed	\$467,280.00
October	Texas DOT Hardin East	Hurricane Ike Debris Removal ROW	\$176,893.20
October	Texas DOT Chambers East	Hurricane Ike Debris Removal ROW	\$413,525.00
October	Bayou Lafourche Fresh Water District	Hurricane Gustav Debris Removal	\$772,320.00

October	Texas DOT – Orange County	Hurricane Ike Debris Removal	\$2,206,012.92
October	Groves, TX	Hurricane Ike Debris Removal	\$16,584.21
October	Port of Galveston, TX	Hurricane Ike Debris Removal	\$467,898.84
September	Plaquemines Parish, LA	Repairs to Buras Library – Hurricane Katrina	\$3,424,000.00
September	Westwego, LA	Hurricane Gustav Debris Removal	\$35,674.67
September	Kenner, LA	Hurricane Gustav Debris Removal	\$315,000.00
September	New Orleans, LA	Hurricane Gustav Debris Removal	\$1,650,562.67
September	St John the Baptist, LA	Hurricane Gustav Debris Removal	\$792,395.68
September	St. Landry Parish, LA	Hurricane Gustav Debris Removal	\$2,992,882.80
September	Iberville, LA	Hurricane Gustav Emergency Push and Debris Removal	\$3,368,184.69
September	Lafayette, LA	Hurricane Gustav Emergency Push and Debris Removal	\$4,506,624.12
September	Iberia, LA	Hurricane Gustav Debris Removal	\$1,793,463.03
September	Tangipahoa, LA	Hurricane Gustav Debris Removal	\$2,780,902.26
September	LADOTD District 2,3,61,62	Hurricane Gustav Debris Removal	\$18,970,757.96
September	Galveston, TX	Hurricane Ike Debris Removal	\$38,007,492.62
September	Harris County, TX	Hurricane Ike Debris Removal	\$19,446,030.96
September	Piney Point Village, TX	Hurricane Ike Debris Removal	\$693,346.07
September	Taylor Lake Village, TX	Hurricane Ike Debris Removal	\$598,735.91
September	Bellaire, TX	Hurricane Ike Debris Removal	\$880,126.19
September	Port Neches, TX	Hurricane Ike Debris Removal	\$450,447.33

September	Jefferson County, TX	Hurricane Ike Debris Removal	\$1,996,522.66
September	Nassau Bay, TX	Hurricane Ike Debris Removal	\$480,179.64
September	Nederland, TX	Hurricane Ike Debris Removal	\$915,993.94
September	Humble, TX	Hurricane Ike Debris Removal	\$646,447.07
September	Jamaica Beach, TX	Hurricane Ike Debris Removal	\$2,605,261.37
September	Port Arthur, TX	Hurricane Ike Debris Removal	\$6,831,004.19
September	Baytown, TX	Hurricane Ike Debris Removal	\$3,116,996.01
September	El Lago, TX	Hurricane Ike Debris Removal	\$308,842.37
September	Jefferson County Drainage District No. 7, TX	Hurricane Ike Debris Removal	\$1,645,364.59
September	Houston, TX	Hurricane Ike Debris Removal	\$65,138,381.25
July	Plaquemines Parish, LA	Repairs to Buras Auditorium Project No. 06-08-03 – Hurricane Katrina	\$4,468,000.00
June	Parkersburg, IA	Debris Recovery Contract	\$5,486,500.00
June	Plaquemines Parish, LA	Repairs to Hurricane Damage at Port Sulphur Government Building Hurricane Katrina	\$3,676,593.00
June	Plaquemines Parish, LA	Replacement of the Recreation/Sign/Prowm Building Hurricane Katrina	\$2,924,000.00
June	Plaquemines Parish, LA	Replacement of the District 8 Council Building – Hurricane Katrina	\$1,486,968.00
June	Macon, GA	Debris Management and Removal Services	\$3,458,435.00
May	Port of New Orleans, LA	Press and Louisa St. Wharves Demolition & Removal of Remaining Structures	\$1,530,355.00
May	New Orleans, LA	Structural Demolition, Selective Salvage, Debris removal and Site Clean-up	\$2,696,118.71
April	Benetech – FEMA – Park Restorations	Restoration of Trailer Parks	\$64,800.00

March	Macon County, TN	Debris Removal & Disposal - Northern Portion – Subcontractor to Benetech	\$677,674.68
March	Macon County, TN	Debris Removal & Disposal - Southern Portion – Subcontractor to Benetech	\$522,732.15
February	Alba, MO	Debris Removal Related to the Dec 9 & 10, 2007 Ice Storm	\$28,750.00
February	Jefferson Parish, LA	Private Property Debris Removal	\$111,893.00
January	Monroe County, FL	Removal Of the Lady Luck Casino Vessel	\$499,050.00
January	Duquesne, MO	Debris Removal Related to the Dec 9 & 10, 2007 Ice Storm	\$128,886.00
DATE 2007	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
December	Jefferson Parish, LA	Private Property Demolition	\$184,942.26
December	Webb City, MO	Debris Removal Related to the Dec 9 & 10, 2007 Ice Storm	\$529,758.39
November	City of New Orleans, Louisiana	Hurricane Katrina – Demolition of Flood Damaged Homes	\$13,142,471.87
October	Jefferson Parish, LA	Hurricane Katrina – Demolition of Flood Damaged Homes	\$727,488.00
July	Plaquemines Parish, Louisiana	Hurricane Katrina - Canal Debris Removal	\$19,614,201.76
July	Plaquemines Parish, Louisiana	Hurricane Katrina - Ditches and Culverts	\$6,430,367.93
July	USCG Jackson County, MS Marine Debris Removal RFP #HSCG84-07-R-HYV063	Hurricane Katrina - Marine Debris Removal, subcontractor to CDP, Inc.	\$2,097,212.76
July	New Orleans Regional Transit Authority	Hurricane Katrina - Disposal of approximately 300 buses	\$545,400.00
April	City of Marshfield, MO	Ice Storm Debris Removal	\$ 143,931.12
April	USCG Bay St. Louis	Hurricane Katrina - Marine Debris Removal, subcontractor to CDP, Inc.	\$5,116,941.08
March	City of Kenner, LA Tree/Hanger partner w/ Cycle Construction	Hurricane Katrina - Tree and Hanger Removal Teaming Partners with Cycle Construction	\$97,490.00
March	Plaquemines Parish, Louisiana	Hurricane Katrina - Debris Removal ROE	\$4,823,072.15

March	USCG LA Couvillion / 9 Parishes/Marine Debris Removal Timothy Couvillion Couvillion Group	Hurricane Katrina - Marine Debris Removal, subcontractor to Couvillion	\$2,455,875.00
February	Greene County, Missouri	Ice Storm Debris Removal	\$6,405,379.55
February	Louisiana Department of Environmental Quality	Hurricane Katrina Remediation and Disposal of Vehicles and Vessels	\$725,123.00
January	City of Springfield, Missouri	Ice Storm Debris Removal	\$9,965,291.62
DATE 2006	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT
December	United States Coast Guard (CDP)	Hurricane Katrina Marine Debris Removal in MS and LA (various projects – DRC subcontractor to CDP, Inc.)	MS-\$1,365,703.17 LA-\$2,383,978.16
November	Town of Amherst, New York	Ice Storm Debris Removal	\$12,210,418.13
November	Orleans Levee District	Hurricane Katrina Vessel and Debris Removal – South Shore Harbor	\$608,045.58
October	Fluor International	Construction of 350 man Greenfield work camp in Haiti for US Embassy Construction	\$18,881,889.00
July	Louisiana Department of Environmental Quality	Hurricane Katrina - Vessel Recovery	\$870,583.76
June	USACE Earthen Clay (Levee)	Stock piling of Earthen Clay for Levee's in Plaquemines Parish, LA	\$1,637,067.32
May	Louisiana Department of Environmental Quality	Hurricane Katrina Removal of Vehicles and Vessels	\$13,550,934.33
May	St. Bernard Parish, LA	Hurricane Katrina Installation of "FEMA" Travel Trailers	\$432,278.00
May	Monroe County, FL	Hurricane Wilma Removal of Marine Debris and Derelict Vessels	\$3,778,952.80
April	City of Gulfport, Mississippi	Hurricane Katrina Emergency Debris Removal	\$2,798,411.53

CURRENT PRE-POSITION CLIENTS OF DRC

Proprietary

The following list represents DRC's standby contracts. As they are inactive contracts they have no value until activated.

State of Alabama	ACCA Region 1 ACCA Region 2 Marshall County Silverhill	ACCA Region 5 ACCA Region 6 ACCA Region 7
State of California	Alameda County Los Angeles County Los Angeles County-prequalified	San Bernardino County Public Works San Bernardino County Flood Control District
State of Connecticut	West Hartford Town of Clinton	
State of Florida	Angler's Club Homeowners Association Angler's Homeowners Association Bay County Belleair Beach Broward County Brownwood Community Development Cape Coral Charlotte County - Storm Debris Clearing Charlotte County - Emergency Debris Mgmt Svcs Charlotte County School District Cinco Bayou Citrus County Coconut Creek(2) Crestview Cutler Bay Dania Beach Daytona Beach DeBary Deland Doral Escambia County FDOT District 5 Lake, Marion, Sumter FDOT District 5- Emergency Debris FDOT District 5 Flagler, Seminole, Volusia FDOT District 6 Emergency Cut and Toss and Debris Removal Fort Lauderdale Hallandale Beach Hernando County Hillsborough County Hollywood Indian Creek Village Jackson County Jupiter Island (2)	Monroe County Monroe County Marine Debris Removal North Lauderdale North Miami Oakland Park Ocean Reef Club, Inc. Ocean Reef Community Association Okaloosa County Oldsmar Orange City Orlando Osceola County Oviedo Palm Beach County School District - Debris Cleanup Palm Beach County School District - Debris Removal Palm Beach Gardens-Food Catering Palm Beach Gardens-Debris Palmetto Bay Pembroke Pines Pensacola Pinellas County Polk County Port St. Lucie Punta Gorda Santa Rosa County Santa Rosa County School District Sewall's Point(2) Shalimar South Florida Water Management District
State of Florida		

	Lakeland Largo Lee County(3) Leon County Longboat Key Longwood Manatee County Manatee County School District Marco Island Marion County Martin County Mary Esther Miami Miami Beach Miami-Dade County-TDSRS Miami-Dade County-Debris Removal Miami-Dade County-Hauling and Disposal Miami Dade County School District Miami Springs Milton	South Miami St. Cloud St. Lucie County St. Lucie County Public School District Sumter Landing Community Development District Surfside Tallahassee Tampa Temple Terrace Treasure Island The Villages (12 contracts) Venice Wellington Weston
State of Georgia	Colquitt County Colquitt (City of) Charlton Early County - prequalified	Lowndes County Lumpkin County MARTA Miller County
State of Hawaii	Honolulu	
State of Kansas	Johnson County	
State of Kentucky	Owensboro	
State of Louisiana	Ascension Parish Assumption Parish BREC Calcasieu Parish-Products/Services East Baton Rouge Parish/ City of Baton Rouge Evangeline Parish	Iberville Parish City of New Orleans Lafayette Plaquemines Parish (2) Tangipahoa State of LA-Sand
State of Maryland	Frederick County (2) Caroline County Harford County Maryland Dept. of General Svcs. Prince George County	State of Maryland Region A State of Maryland Region B State of Maryland Region C State of Maryland Region D State of Maryland Region E
State of Mississippi	City of Gautier Jackson County	City of Hattiesburg (prequal)
State of Missouri	Greene County	
State of New York	South Hampton Suffolk	State of New York
State of North Carolina	Atlantic Beach (Town of) Burgaw Cape Carteret (Town of) Carolina Beach Cedar Point (Town of) Charlotte Duck (Town of)	Morehead City (Town of) (2) Nags Head (Town of) New Hanover County North Topsail Beach Pender County Pine Knoll Shores(Town of) Raleigh

	Emerald Isle (Town of) Greene County Havelock Hyde County Montgomery	Southern Shores (Town of) Surf City (Town of) 3contracts Topsail Beach Wilmington(3) Wrightsville Beach
State of Rhode Island	State of Rhode Island (2)	
State of South Carolina	Allendale Bamberg County Barnwell County Charleston County Dorchester County Pickens County - prequalification	Oconee County - prequalification Rock Hill Town of Surfside Beach
State of Tennessee	Nashville-Davidson County	
State of Texas	Aransas Pass Bellaire Brazoria County Chambers County - Debris Removal Cleveland Galveston (City of)(2) Groves Harris County Houston (2) Houston Galveston Area Council Humble Huntsville Jamaica Beach Jefferson County Jefferson County Drainage District No. 7 Kemah	LaPorte Montgomery Morgan's Point Nederland Oyster Creek Pasadena Piney Point Village Port Aransas Port Neches Refugio County San Antonio Shenandoah Taylor Lake Village TxDOT-Harris County TxDOT-Nueces County TxDOT-Victoria County
State of Virginia	Central Virginia Waste Management Authority Virginia Department of Emergency Management-Logistics Prince William	Virginia Department of Emergency Management- Emergency Debris Removal
State of Washington	State of Washington	

Revised as of 2/17/16

EXPERIENCE WITH FEMA REIMBURSEMENT

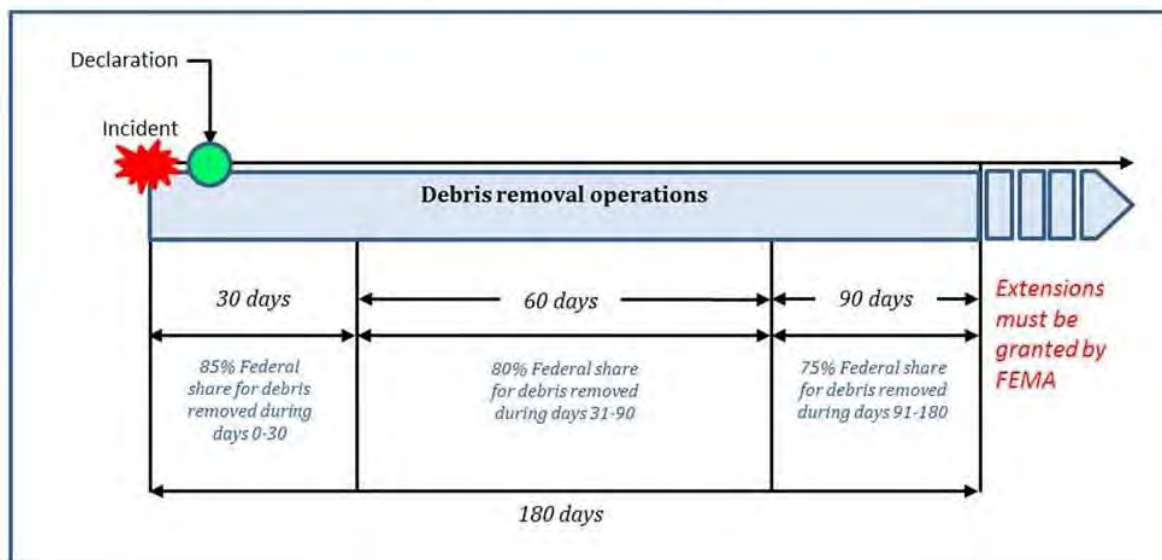
For the past 27 years, DRC has responded to emergency/disaster events for numerous government entities, almost all of which were under FEMA disaster declaration and were FEMA grant reimbursable. **The maximum reimbursement rate was granted by FEMA to the customers for every event.**

Our permanent staff members are NIMS-certified and fully knowledgeable of the FEMA reimbursement process, having insured that each and every client has received 100% reimbursement for all eligible disaster-related debris. DRC can assist the jurisdiction in completing any and all forms necessary for reimbursements from state or federal agencies relating to eligible costs arising out of the disaster recovery effort. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation, and submittal of any and all necessary cost substantiations and preparing replies to any and all agency requests, inquiries or potential obligations, denials or de-obligations.

COMPLETION WITHIN 180 DAYS

DRC is cognizant of FEMA's Alternate Funding mechanism and the advantages to accelerated debris removal resulting in increased Federal cost sharing. As such, DRC has provided rapid response to recent events such as the Winter Storm Pax where we provided over fifty million dollars of debris collection to the SCDOT in fewer than ninety days and in the Houston Texas floods of 2015 where the eighty percent of the work was performed in the first thirty days. Our description of the storms of 2004 above details DRC's ability to collect, process and haul out to final disposal in excess of ten million cubic yards in one hundred days.

Timeline for use of the sliding scale for debris removal



Perhaps more importantly, DRC has extensive experience in serving the needs of the East Coast and Dorchester County having responded to disasters in these areas over the past few years. DRC has thorough knowledge of the State, active and potential debris sites, collection routes, sand beach management issues, and policies and procedures. Moreover, DRC has developed strong relationships with local partners and officials involved in cleanup efforts.

FEMA REIMBURSEMENT

Compliance with federal and state guidelines is critical for recovery operations conducted under the auspices of the *Federal Public Assistance Program*. The reference materials that establish these guidelines are the Debris Management Guide (FEMA), the Policy Digest (FEMA), the Public Assistance Guide Act (US Congress), and 44 C.F.R. (Code of Federal Regulations). Non-compliance a contractor or subcontractor can jeopardize the client's reimbursement and, in extreme cases, result in an investigation by the Office of the Inspector General (OIG). DRC's compliance with these federal guidelines is critical to our reputation. DRC has a 27 year history of 100 % maximum reimbursement for its clients.

DRC Emergency Services strives to continuously stay ahead of changes in FEMA policy and guidance, especially that policy which may impact our clients. One such policy change took place in December of 2014, this being the implementation of the FEMA "Super Circular" otherwise known as Uniform Guidance, 2 C.F.R. 200 Procurement & Documentation. At DRC we took the time to read, discuss, and implement internal measures to be certain that our clients, or prospective clients, are on course to be fully compliant with this guidance. DRC carefully review scopes of service, terms of inclusion, evaluation, pricing models, and other key components for any items which may be called in to question following this recent guidance revision by FEMA. We see this as just another opportunity to assist the local government in their mission to attain full reimbursement for post-event activations and operations.

Project Worksheet and Application Process

The Project Worksheet (PW) is the FEMA document used to request funding for specific recovery projects. A properly formatted PW will fully detail the necessity of a project, the scope of the project and will accurately forecast the costs associated with the project. Small projects (equal to or less than \$120,000 after 2/24/2014) are written by local governments and large projects (greater than \$120,000 after 2/24/2014) are written by FEMA. Debris removal projects, which make up the majority of all Public Assistance grants, are almost exclusively large projects. The FEMA PA Project Specialist (formerly known as the Project Officer) assigned to the local government will begin the process of gathering data and writing the debris removal PW within days or weeks after the event. Several sets of critical data are necessary to complete the PW.

- Accurate estimates of the total amount of debris to be collected
- Accurate estimates of the total cost of the debris removal project

- Accurate database tracking of work completed to date
- Invoices submitted by and payments to the contractor

DRC can assist the Government entity in completing any and all forms necessary for reimbursements from state or federal agencies relating to eligible costs arising out of the disaster recovery effort. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation, and submittal of any and all necessary cost substantiations and preparing replies to any and all agency requests, inquiries or potential obligations, denials or de-obligations.

Initial Damage Estimate

In order to accurately populate information necessary for the FEMA project worksheet DRC routinely conducts initial damage estimates with the help of its municipal client. These assessments are calculated by taking a representative sample (typically four linear miles in various parts of the jurisdiction) and calculating the amount of debris within those sectors. This amount of debris is multiplied by the number of total street miles within the jurisdiction to determine preliminary damage (expressed in cubic yards). To reinforce this estimate it is also typical for DRC to provide a helicopter to determine if any anomalies are present within the affected jurisdiction.

Immediate Needs Funding

The purpose of Immediate Needs Funding is to provide applicants with funding for urgent needs, without burdening them with extensive paperwork during peak crisis operations. The maximum amount of INF an applicant can receive is 50% of the emergency work estimated in the Preliminary Damage Assessment (PDA). Eligible emergency work typically includes debris removal, emergency protective measures, and removal of health and safety hazards. INF is not intended for emergency work projects with Special Considerations or projects that will take more than 60 days to complete. INF is designated for emergency work costs such as overtime payroll, equipment expenses, temporary employee payroll, materials purchased, equipment rented, and contractor payments. INF is placed in the State's account within days of the disaster declaration and ensures that the immediate needs of the applicant are met. DRC has helped numerous applicants, over its 27 year history, obtain INF.

FEMA Technical Management Training

Our permanent staff members are NIMS-certified and fully knowledgeable of the FEMA reimbursement process, having insured that each and every client has received 100% reimbursement for all eligible disaster-related debris. DRC can assist the jurisdiction in completing any and all forms necessary for reimbursements from state or federal agencies relating to eligible costs arising out of the disaster recovery effort. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation, and submittal of any and all necessary cost substantiations and preparing replies to any and all agency requests, inquiries or potential obligations, denials or de-obligations.

DRC and/or DRC have on staff, or available through its extensive Reservist/Consultant Personnel Database, qualified personnel who are available to assist any client with Exercises, Plans Formulation, or Training of Government personnel on eligibility issues, reimbursement procedures, documentation, etc. DRC will provide regular annual or more frequent training and feedback sessions to the government as a service at no additional cost to the City. Training sessions are scheduled and led by the Director of Training and will address planning and reimbursement issues as well as any other concerns of the City. Typically, training sessions also include DRC consultant and reservist personnel who are former FEMA personnel or who are intimately familiar with FEMA and other government regulations.

DRC will meet all program standards as provided for in the FEMA Debris Management Guide

SPECIFIC EXPERIENCE IN WHITE GOODS AND HAZARDOUS WASTE

Throughout its twenty seven year history, DRC has provided disaster response that has included the collection of all specified materials in this proposal:

- Household Hazardous Waste and Hazardous Waste
- White Goods
- Tires
- Gas Powered Equipment
- E-Waste

DRC also has extensive experience managing staging and processing sites for all of these materials.

1. Our most extensive experience in this regard came in our HHW contract with the City of Galveston, which was activated following Hurricane Ike. Adhering to the guidelines of FEMA 325, DRC established a secure Debris Management Site at 9228 Seawall Blvd. The process of separation for recycling was focused on the separation and recycling of metals, wood waste, tires, concrete, white goods, HHW, recyclable oils and fluids and electronics. DRC 's extensive collection and recycling program for these various waste streams, included over 1.7 million pounds of HHW, 3,073 units of electronic waste, 45,566 units of white goods and 40,378 cubic yards of concrete. The remaining debris was reduced by compaction for a reduction of 3 to 1, and loaded for final disposal at Allied Waste Services 5301 Brookglen Dr., Houston, TX.
2. In 2004, following Hurricanes Jeanne, Francis and Ivan, DRC simultaneously operated more than **ten TDSRS sites** in Florida.
3. In 2005, following Hurricane Wilma, DRC simultaneously operated **five TDSRS sites** in Louisiana, processing debris for the Louisiana DOTD.
4. Also in 2005, DRC simultaneously operated **six TDSRS sites** for the Louisiana DOTD in two districts following Hurricane Katrina.
5. In 2008 following Hurricane Ike, DRC simultaneously operated **seven TDSRS sites** handling 11,000,000 CY of debris, recycling materials out of the waste stream in two of those facilities.
6. In 2012, DRC simultaneously operated **six TDSRS sites** in Louisiana following Hurricane Isaac.

Following is a list additional specific notable experience for each scope:

1. White Goods:

- a. City of Houston, Tropical Storm Allison, 2001 – Removal and processing of white goods from approximately 40,000 flooded houses as part of \$2.4 million contract with the city’s solid waste department.
 - b. Monroe County, Florida, Hurricane Wilma, 2005 – Removal and processing of white goods from damaged properties as part of \$15 million contract
 - c. Escambia County, Florida, Hurricane Ivan, 2004 – Removal and processing of white goods from damaged properties and beach front as part of \$50 million contract. Included extensive Freon decontamination.
2. Waste Tires:
 - a. City of Houston, Tropical Storm Allison, 2001 – Removal and processing of waste tires from approximately 40,000 flooded houses as part of \$2.4 million contract with the city’s solid waste department.
 - b. State of Virginia Emergency Management, 2002 – 3,000,000 Tires Fire Emergency Hazardous Waste Containment in \$184,820 contract.
3. Gasoline Powered Equipment
 - a. City of Houston, Tropical Storm Allison, 2001 – Removal and processing of gasoline powered equipment from approximately 40,000 flooded houses as part of \$2.4 million contract with the city’s solid waste department.
 - b. Louisiana Department of Environmental Quality, Hurricane Katrina, 2005 – Removal, processing, remediation, and crushing and/or disposal of thousands of automobiles and engines as part of four contracts worth over \$20 million.
4. E-waste:
 - a. City of Houston, Tropical Storm Allison, 2001 – Removal and processing of e-waste from approximately 40,000 flooded houses as part of \$2.4 million contract with the city’s solid waste department.
 - b. Escambia County, Florida, Hurricane Ivan, 2004 – Removal and processing of e-waste from damaged properties and beach front as part of \$50 million contract.
5. Household Hazardous Waste:
 - a. City of Houston, Tropical Storm Allison, 2001 – Removal and processing of household hazardous waste from approximately 40,000 flooded houses as part of \$2.4 million contract with the city’s solid waste department.
 - b. Indian River County Florida, Hurricane Frances, 2004 – Removal and decontamination of hazardous waste from Indian River County School District property as part of \$500,000 contract

In all of our relevant projects we have met and fulfilled the standards of all local, state, and federal regulatory agencies including the remediation, restoration, and sampling of staging and processing sites.

Hazardous waste (HW) is a special operational aspect that must be accomplished with very precise, pre-established standards and regulations. Safety to the workers, government employees and the citizens of the area is paramount. With this in mind, DRC works with

its specialized subcontractors to establish and implement proper handling procedures for HW, including household hazardous waste, which, after a disaster, may become concentrated and no longer considered diminutive. These procedures include the segregation and removal of HW from the debris stream at the curbside, prior to the recovery of other debris and sorting and additional recovery of HW within each TDSR site. Recovered HW is removed to a proper disposal site or temporarily stored in the HW disposal areas constructed within each TDSR site as required. HW must be collected, handled and disposed of by specially trained HAZMAT technicians. In addition, DRC may utilize national or regional firms who are fully licensed and accredited to manage, handle and dispose of HW. These firms may be utilized by DRC and/or DRC Environmental, Inc. for professional and immediate HW recovery support on an emergency basis.

Hazmat will be segregated and stored in a Government approved containment area. All site personnel will receive a safety briefing regarding operations involving HW. The HW containment site perimeter will be posted and secured for personnel safety and to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan as well as the Corporate Environmental Protection Plan (EPP). HW will be placed and stored until instructed by the government as to its final disposition.



KEY PERSONNEL

DRC, its subcontractors, and/or personnel list among their accomplishments, membership in many professional organizations including NEMA, APWA, SWANA and the Society of American Military Engineers. DRC and/or its' affiliates, associates and/or subcontractors are licensed General Contractors in the states in which DRC performs disaster response services. DRC is familiar with USACE, FEMA, and FHWA rules and regulations, the Stafford Act, and 44CFR as they pertain to emergency response, recovery and reimbursement.

John Sullivan, President

Mr. Sullivan has vast experience in all aspects of the construction industry, ranging from marine construction and dredging, land development and infrastructure construction as well as the intricate completion of individual custom homes. Mr. Sullivan, along with his brothers, started Sullivan Land Services, Ltd. which provides comprehensive site services for disaster response and recovery, infrastructure, and commercial landscaping, while earning a degree at Texas A&M University in Construction Management. His ingenuity eventually led to the creation of Sullivan Interests, Ltd., a portfolio of companies that provides services and products to various industries. With over 20 years of experience in the construction industry, Mr. Sullivan has gained both extensive knowledge and hands on experience with the recovery process.

Mr. Sullivan will be responsible for the overall execution of the project, with a specific focus on project financial and operational oversight. He will also be responsible for executive client communications and relations.

Kurt Thormahlen, Division Manager

As a former United States Marine Major with worldwide command, and control oversight in expeditionary and contingency operations, Mr. Thormahlen served as a Helicopter Pilot and Operations Manager in Hawaii, Iraq and Afghanistan. He currently serves as Division Manager, Response at Sullivan Land Services, Ltd. where he is responsible for seeking out and managing business development efforts related to immediate disaster response and recovery projects. Additionally, he is in charge of responding to the Request for Proposals and negotiating contracts with city, county, and federal agencies for pre-event disaster response contracts. He received his Bachelor of Business Administration/Management from Texas A&M University.

Mr. Thormahlen will be responsible for the day-to-day executive management of the project. To ensure operational execution, he will focus on client relations and overall project division oversight.

Mark Stafford, Vice President

Mr. Stafford brings over 36 years of experience in disaster and commercial/industrial waste management to DRC Emergency Services. He has participated in recovery following ice storms and hurricanes throughout the Southeast. Mark has overseen and operated landfills, recycling

operations and transportation companies exceeding \$200 million in annual revenues. He has managed teams of over 1,100 staff serving business, industry and municipalities.

Prior to joining DRC, Mark was the president and regional director of Allied Waste for the State of Louisiana. He also worked in an executive capacity for Waste Management. He earned a B. S. in business from the University of Louisiana.

Other Certifications: Hazwoper

Stafford will be responsible for the comprehensive oversight of the project. He will plan the evolution of the project and assign tasks to division managers. Mr. Stafford will report to senior management and will work with the Project Manager to ensure all personnel remain on task and the project is successful in overall execution.

Kristy Fuentes, Vice President of Compliance and Administration

Kristy Fuentes is the Vice President of Compliance and Administration for DRC Emergency Services, LLC (DRC ES) and Chief Ethics & Compliance Officer. Previously, Ms. Fuentes was Director of Business Development, leading the marketing, sales and communications functions. Since joining DRC in 2005, Ms. Fuentes has provided assistance to clients in planning, program management, disaster response, demolition contracting and regulatory compliance.

“They provided a service that exemplifies the dedication of DRC Emergency Services to its customers.”

– Jason C. Eaton, Logistics Section Chief, Commonwealth of Virginia

Following Hurricane Katrina, Ms. Fuentes managed expansive projects for the Orleans Levee Board, St. Bernard Parish and the United States Corps of Engineers. Ms. Fuentes has served as program manager for four contracts with the Louisiana Department of Environmental Quality, including the “Katrina Car and Vessel” contract and three massive demolition projects in the City of New Orleans. Following Hurricane Gustav, Ms. Fuentes managed nine major disaster-response contracts across southern Louisiana with a cumulative contract value of over thirty million dollars. In response to the BP MC 232 oil spill, Ms. Fuentes played a key role in the clean-up of lower Jefferson, Terrebonne and Plaquemines Parishes through the employment and management of hundreds of local residents and vessels.

Since November 2013, Ms. Fuentes has implemented changes and improvements to the methods and procedures for contract, licensing and pre-qualification processes, ensuring contractor compliance with Federal and State regulations.

FEMA Certifications: NIMS IS-100, NIMS IS-200, NIMS IS-700, NIMS IS-800

Other Certifications: Hazwoper

Ms. Fuentes will be responsible for regulatory compliance and will provide oversight to all compliance and ethics issues for the project. Additionally, she will spearhead DRC's M/WBE

contracting efforts and will develop and implement the contracting standards for the inclusion of such companies in the assignment.

Ms. Fuentes is the contact person for this project. She can be reached at the office (504) 482-2848, by cell phone (504) 220-7682 or by email Kfuentes@drcusacom.

Bryan Fike, Regional Manager

Mr. Fike possesses more than 25 years of disaster response, recovery, incident command, and command center operations experience including as a first responder during Hurricane Andrew's devastating impact on South Florida in 1992. His life of public service began as a firefighter in 1884 and was followed by a career in law enforcement from which he retired in 2004. Since that time, Mr. Fike has managed the recovery effort for many of the communities severely devastated by some of the largest and most destructive events to ever impact the United States.

In 2011, Mr. Fike served as Principal-in-Charge on the Hurricane Irene response and recovery in Virginia which heavily impacted dozens of communities throughout eastern and central Virginia. Also in 2011, Mr. Fike served as Principal-in-Charge on the State of Connecticut response and recovery from the historic Nor'easter snow event which impacted 18 City's, the State DOT roads, and State parks.

Mr. Fike has served as Client Liaison and Principal-in-Charge during response and recovery efforts in the City of Galveston and the City of Houston, as well as dozens of the other coastal Texas cities most severely impacted by the damaging winds and floodwaters of Hurricane Ike in 2008. In this capacity, Mr. Fike was responsible for overseeing debris monitoring and overall project operations, as well as advising local leaders on reimbursement policies and procedures. Mr. Fike also managed flood recovery projects in Snohomish County Washington in 2009 and Cedar Rapids, Iowa in 2008. In 2007 and 2008, Mr. Fike managed events throughout the State of Oklahoma following the devastating ice storms which battered that region.

Mr. Fike managed Hurricane Katrina related storm recovery projects across the Mississippi Gulf Coast in 2005 and 2006 and in 2004 and 2005 he served as Operations Manager for debris removal operations in South Florida following Hurricanes Wilma, Charlie, Frances, Ivan, and Jeanne.

FEMA Certifications: NIMS IS-100, NIMS IS-200, NIMS IS-300, NIMS IS-400, NIMS IS-700, NIMS IS-800

Other Certifications: IS-630, IS-631, IS-632, IS-241, IS-393, IS-547, IS-0650, IS-0253, IS-0022, IS-0394, IS-0197, ICS 100, ICS 200, HSEEP Certified, Asbestos Disposal Training: Type 1, Type 2, Type 3,

Mr. Fike will be responsible for the construction and the operational execution of the project. He will provide direct oversight to the superintendents and crews working on the assignment. His tasks will include scheduling, evolutionary transition, phase management and operational compliance.

Sam Dancer, Project Manager

After more than a decade in the military and law enforcement, Mr. Dancer became a Field Supervisor and Project Manager, handling contracts involving clean-up following Hurricanes Gustav and Ike; City of Fayetteville, AR ice storm; City of Nashville, Tennessee flooding; BP Oil Spill; and the Port au Prince, Haiti earthquake.

Most recently, his projects have included St. Louis County and the City of Bridgeton, MO, tornado debris removal; Tuscaloosa, AL (ALDOT) residential demolition of tornado-damaged residences; Terrebonne Parish, LA, St. Louis Bayou Cleanout project; and the City of New Orleans, LA, Strategic Demolition for Economic Recovery project.

FEMA Certifications: NIMS IS-100, NIMS IS-200, NIMS IS-700

Other Certifications: ADEM – QCI Certification, Hazwoper

Mr. Dancer will be responsible for day-to-day project execution. He will provide direct oversight to all project divisions and will ensure each divisional manager and their personnel are executing their responsibilities and tasks as mandated.

Joe Newman, Program Manager

With more than 12 years of experience in overseeing large-scale construction and disaster-related debris management projects, Mr. Newman has managed teams over multiple disasters including Hurricanes Isabel, Dennis, Katrina and Ike.

In 2008, Mr. Newman responded to the devastation in Galveston following Hurricane Ike and as a Program Manager, he oversaw the collection, processing and recycling/disposal of over 1 million cubic yards of debris. He has been involved in projects in various capacities, including heavy equipment operation, planning and coordination of construction process, securing permits and licenses, delivery of materials and equipment, FEMA compliance, coordinating and operating with municipality officials, and estimating for contracts.

In May of 2015, Mr. Newman responded to the historic floods meeting the needs of Texas Department of Transportation and the Houston Solid Waste Department. He was tasked with tracking all debris operations.

Other Certifications: Hazwoper

Mr. Newman will primarily be responsible for on-the-ground execution of the project. He will be tasked with carrying out all functions necessary to complete the assignment, including crew oversight and management, schedule adherence, resource utilization and quality/safety and regulatory compliance.

Dr. Walter Maestri, Emergency Management Consultant

Dr. Maestri served as Director of Emergency Management for Jefferson Parish, Louisiana for over a decade, playing a key role in preparation and evacuation planning for Louisiana's largest suburban parish. His expertise and experience have been utilized by federal and state emergency planners as well as nationwide news networks over the past ten years. Most recently, Dr. Maestri served the citizens of his parish and state with distinction during Hurricane Katrina and its aftermath. He has authored over a dozen publications and presentations on emergency management, has ten different certifications from the Emergency Management Institute and the Federal Emergency Management Agency, and holds a bachelor's degree from Spring Hill College in Mobile, as well as a doctorate from the University of Southern Mississippi.

FEMA Certifications: NIMS IS-1, MINS IS-5.A, NIMS IS-15.A, NIMS IS-100, NIMS IS-120, NIMS IS-139, NIMS IS-208, NIMS IS-230, NIMS IS-271

Dr. Maestri serves as a Consultant in all aspects of emergency management. He will be on call for technical training and educational services as needed for the City. Dr. Maestri is able to provide exercise, plans, formulation or training on eligibility issues, reimbursement procedures, documentation, etc.

Lisa Garcia, Contracts Manager

Ms. Garcia has overseen DRC's contracts since 2010, maintaining contractual records and documentation, such as receipt and control of all contract correspondence. She's also responsible for applying, renewing and activating general contractor licenses nationwide, and other authorizations and pre-qualifications. Projects on which she provided administrative assistance to the Chief Operating Officer, Regional Manager and several Project Managers include the BP Oil Spill Clean Up and Hurricane Isaac Recovery, as well as numerous demolition and DOT jobs. Prior to joining DRC, Ms. Garcia provided administrative assistance for emergency response projects involving FEMA protocol. She is FEMA NIMS 300, 400, 700 certified.

Ms. Garcia will primarily be responsible for the oversight of all financial, accounting, administrative, human resources, payroll, communications, document control and information technology functions and staff. She will ensure that all administrative and support personnel are performing their individual tasks, as well as operating as a cohesive team to provide the required amount of support for all project operations and personnel.

Other Certifications: Hazwoper

Donald Lewis, Data Collection Manager

With over 19 years of experience in finance and 10 years of data processing and management for DRC, Mr. Lewis is a vital asset to the management team and plays a major role in ensuring data is

collected and processed efficiently. Mr. Lewis earned a B.S. in Business Administration from Auburn University at Montgomery

Mr. Lewis is responsible for invoicing, ticket reconciliation and coordination with subcontractors, municipalities and monitoring firms regarding accounting procedures.

FEMA Certifications: NIMS IS-700

Please see Personnel and Project Experience Matrix attached.

AVAILABILITY OF FIRM'S RESOURCES

AVAILABILITY OF KEY PERSONNEL

For the past 27 years, the DRC team has responded to major natural or man-made disasters occurring within the continental United States and its territories, in theatres of U.S.-led troop operations, and in Central America. The DRC personnel are trained, motivated and available for immediate deployment in an emergency response. All assigned personnel will be available to the City as needed. Personnel are N.I.M.S.-certified and/or have specialized training in safety and asbestos management and are equipped with utility vehicles, digital, handheld, multi-state, two-way radios, cellular communications, and handheld computers. DRC personnel will have the experience and/or training to respond **immediately** to disasters and are provided with a DRC ES supervisor handbook including required reports and forms for successful disaster response and management thereof.

"DRC's knowledge base, experience, and ability to make experts available in the field were instrumental in the successful completion of this work." – Donald G.

*Donaldson, P.E., Engineering
Director/County Engineer,
Martin County, FL*

Regional Managers are assigned to specific geographic locations throughout the United States to assist, monitor and lead the project teams in response to emergency situations. Regional Managers from one region may be assigned to support other Regional Managers as needed and all Regional Managers may be mobilized to one location to support emergency situations. Regional Manager for the City of Port Orange is Bryan Fike who is capable of responding to the needs of the City 24 hours a day, 7 days a week.

AVAILABLE EQUIPMENT

DRC Emergency Services, LLC and associated and affiliated companies and subcontractors, owns substantial trucks and specialized pieces of heavy equipment, attachments and support equipment specifically designed for emergency response. DRC owns dozens of cellular and radio telephones for use in an emergency. DRC and/or their subcontractors have national priority contracts with multiple national equipment leasing companies and subcontractors and/or independent contractors through which hundreds of trucks and/or pieces of heavy loading equipment are available to supplement DRC's and/or the subcontractor's fleets. In summary, DRC is capable of mobilizing all of the listed equipment and more, as needed, to meet the clearing requirements of a Notice to Proceed.

DRC estimates that there are only between 1100 to 1500 self-loading double box, one hundred cubic yard plus rigs in the United States. All of our primary subcontractors operate this type of equipment which allows DRC to set industry standards for maximum capacity collected. **DRC set a FEMA record by collecting over 400,000 cubic yards in a single day of operation.**

In addition to the equipment owned by DRC, we have national accounts with multiple equipment rental companies that offer us the capability to meet the equipment needs of the City

DRC also has accounts with national and international Industrial supply warehouses, such as Aramsco and Grainger, who offer environmental safety, disaster response, surface preparation and restoration goods and services which includes fire safety and PPE of all types.

300-Trucks			General Information		
Year	Make	Model	Description	Serial #	Tag #
2006	Ford	F-650 4x2	Kitchen Tractor	3FRNW65R16V255189	AL 2X350323
2011	Ford	F750	Truck	3FRPX7FA8BV586561	AL-2X252440
2011	Ford	F750	Truck	3FRPX7FAXBV586562	AL-2X211477
2011	Ford	F750	Truck	3FRPX7FA1BV586563	AL252441
2011	Ford	F750	Truck	3FRPX7FA3BV586564	AL-2X211474
2011	Ford	F750	Truck	3FRPX7FA5BV586565	AL-2X211478
2011	Ford	F750	Truck	3FRPX7FA7BV586566	AL-2X211476
1996	GMC	TopKick	18' DumpTruck	1GDJ7H1J3TJ509970	AL 2AP705178
2000	Volvo	VNL64T	Tractor	4V4ND3JJ8YN241360	LA P122559
2003	Kenworth	Tandem T800	Knuckleboom Self-Loader	1NKDLU0X83J392848	AL 2AP757256
2006	Peterbilt	379 TM	Knuckleboom Self-Loader	1NP5LB0X26N896831	AL 2AP757259
2006	Kenworth	W900	Knuckleboom Self-Loader	1NKWLBOX96J143881	AL 2AP757260
2012	Kenworth	W900	Tractor	1XKWP4TX4CJ327560	AL 2AP770597
500 - Trailers			General Information		
Year	Make	Model	Description	Serial #	Tag #
1997	Trail King	501	24' Lowboy Trailer	1TKC0242XVG039030	AL 2TR52563
2000	Featherlite	5'X10'X53'	Command Center	4 FG-L0532-3-YC028239	LA E487851
2000	Wallace	30 Ton	46' Lowboy	DLBT5031000000125	AL 2TR52562
2001	Viking	40 Ton	46' Lowboy	1V9CR46321N062452	AL 2TR52561
1998	Long	700 JBJ	15' Boat Trailer	1LGAMAM1XW1D05046	
2001	Express	UTIL 08 L5X8	Encl Cargo Trailer	4X4TSE2131U301974	AL 2UT06982
2005	Port City Trailers	7x12 SDTA	12' Utility Trailer	4PCU2122751000030	AL 2UT06983
2002	Iron Dog	18' X 8'	18' Utility/Car Trailer	5FELS18272C006881	AL 2TR13261
2005	Fleetwood	Pace Arrow 36D	Motorhome	5B4MP67G053402664	AL 2R450116
2006	Dream Coach	7403	Trailer	1D9HG19256P397243	AL 2TR52552
2005	Host	HSTA3800T	48' Boat/Car Hauler	1H9SGWL324W138115	AL 2TR13266
2007	Carry-On	6x12 Cargo Trailer	Cargo Trailer	4YMCL12197G066383	AL 2TR13264
2002	Haulmark	WT-L-BHP 6280	Kitchen Trailer	4XSG540362G041778	AL 2TR52559
2007	Econline	DP2425DA	Debris Dump Trailer	42EDPKV2971000240	AL 2TR13268
2007	Haulmark TL	GRG85X32W	Lg. Cargo Trailer	16HG532267G091896	AL 2TR13260
1997	Dutchman	Classic (5th Wheel)	32' Travel Trailer	47CT20P28V1078556	AL 2TL395A8
2009	Magic Tilt	TCA2452W	Boat Trailer	1M5BA242991E49649	AL 2UT02635
2009	Port City	24' Custom Trailer	Prison Trailer	4PCCU242191000016	AL 2TR13265
2005	Beach	18 Ft.	Dump Trailer	4XWDP18215N708220	AL 2TR52556
2005	Interstate	Pintle Hitch 25 ft.	Debris Dump Trailer	1JKDLA4045M005682	MS87735T
2004	Interstate	Pintle Hitch 25 ft.	Debris Dump Trailer	1JKDLA4024M005162	AL 2TR13263

2005	Econo	Pintle Hitch 25 ft.	Debris Dump Trailer	42EDPKT2X51000358	AL 2TR13270
2005	Interstate	Pintle Hitch 25 ft.	Debris Dump Trailer		MS44480T
2010	Sport Trail	With Asset 1422	Boat Trailer	1S9BB3832AW542905	
	Top Hat	EH20X7 -14E-F	20' Utility/Car Trailer	4R7BU2022BT110787	
	EZ Haul		3 Car Hauler	UTL	Ark. PT60483
	Cargo @Wally-Mo		3 Car Hauler	1WHR4820SH157988	Ark. PT60482
	Utility Trailer	18' Double Axle	Flatbed Utility Trailer		
2012	Talbert	T(4) DW-55SA-HRG-1(EC3/1)	Semi Trailer, Drop Deck	40FSK5232C1031642	Applied For
2012	Talbert	Axle Attachment	4th Drop Axle w/ Axle Extension	40FAK0518C1031878	Applied For
700 - Heavy Equipment			General Information		
Year	Make	Model	Description	Serial #	Tag #
	Caterpillar	D6R11XW	Track-Type Tractor	AEP00185	
USED	Caterpillar	936F	Wheel Loader	8AJ00249	
USED	Caterpillar	950G	Wheel Loader	3JW01557	
USED	Caterpillar	966G	Wheel Loader	3SW00540	
USED	Caterpillar	938G	Wheel Loader	6WS01225	
2004	Caterpillar	315CL	Excavator	CAT0315CHCJC01004	
	Caterpillar	318CL	Excavator	MDY00240	
2002	Caterpillar	TH63	Telehandler	5WM07638	
	John Deere	240SS	Skid Steer	KV02408440986	
	Caterpillar	D6H	Track-Type Tractor	6FC0624	
2005	Caterpillar	525B	Wheel Skidder (Logging)	3KZ01615	
2003	Caterpillar	D6R11XW	Track-Type Tractor	AEP00183	
USED	Caterpillar	966G	Wheel Loader-4k a month	3SW00469	
1988	John Deere	JD5205	4WD Tractor	LV5205C721215	
2006	Vermeer	SC60TX	Stump Cutter w/trailer	528	
	Caterpillar	287B	Skid Steer	ZSA02843	
USED	Caterpillar	330DL	Excavator	B6H00267	
USED	Caterpillar	330DL	Excavator	NBD00401	
2006	Caterpillar	345CL	Excavator	PJW01322	
USED	Caterpillar	D4 LGP	Track-Type Tractor	0FDC00482	
USED	Caterpillar	D4G LC	Track-Type Tractor	CAT00D4GCTLX00850	
USED	Caterpillar	315CL	Hydra Excavator	CAT0315CLOCJC02999	
USED	Caterpillar	D4G LGP	Dozer	TLX01103	
USED	Kobelco	SK290	Excavator	LB04U0487	
USED	Case	CX240	Excavator	CAC241714 #GR0213	
USED	Kubota	KX161-3	Excavator	32198 #BK0185	
USED	Kubota	KX161-3	Excavator	31517 #BK0155	
USED	Caterpillar	315CL		0315CTCJC04263	
USED	Caterpillar	320C		0320CHEAG00222	
USED	Caterpillar	320CL		0320CPPAB07195	
USED	Caterpillar	D6M	Dozer	04JN02657	
USED	John Deere	450LGP	Dozer	T0450JX131943	
USED	John Deere	648G	Skidder	DW648GX605181	

1400 - Boats/Motors/Barges			General Information		
Year	Make	Model	Description	Serial #	Reg #
2009	24' Sea Ark	24' Suzuki 175	Alum. Work Boat	SOM32897L809	LA-9242-FW
1974	Skimmer	DIP 3001	Navy Oil Skimmer	1087-74-25R	N/A
2011	38' Southbay	Aluminum	Alum. Crew Pontoon Boat	FRU17885G011	
	Quarters Barge	Barge 195'x55'	QuartersBarge	CMS-1113B	N/A
2006	24' Sea Ark	24' Suzuki 150	Alum. Work Boat	SOM29357A606	LA-9243-FW
2009	24' Sea Ark	24' Suzuki 175	Alum. Work Boat	SOM32617H809	LA-9244-FW
2009	24' Sea Ark	24' Suzuki 175	Alum. Work Boat	SOM33008B909	LA-9245-FW
1976	20' Monarch	20' 350 Mericruiser	Alum. Work Boat		LA-3134-BN
1976	22' Monarch	22' 350 Mericruiser	Alum. Work Boat		LA-7368-AU
1970's	26' Monarch	26' Suzuki 200 four Stroke	Alum. Work Boat		
1993	FLZ 15'		Airboat	FLZP9813F393	
2000	PAP 18'		Airboat	PAP00028E200	
2001	KENNER	19' Kenner	2001 Fiberglass	KENC02P0K001	
			37' Custom Aluminum Boat	M1Z24299G00	
			35' Custom Aluminum Boat		
	POSEIDON		10'X40' Barge	P118M	
	POSEIDON		10'X40' Barge	P148M	
	POSEIDON		10'X40' Barge	P172M	
1500- Welders					
Year	Make	Model	Description	Serial #	Tag #
	Miller	Super s-32P	Voltage Sensor		
1998	Miller	255NT	Bobcat Welder	KH490245	
1700 - Portable Buildings & Containers			General Information		
Year	Make	Model	Description	Serial #	Tag #
	Container	20'	Container	TPXU694049	
	Container	20'	Container	From Kosovo	
	Container	40'	Container		
2008	EZ Rigid Trailer	EZR-8624	Off. Trailer	1E9BR241781434001	
2008	EZ Rigid Trailer	EZR-8624	Off. Trailer	1E9BR241781434002	
	Detention Unit	8x20x8'6"	Portable Jail		
2006	Modular Units	5,888 Sq Ft.	Portable Off. Trailer	3007	
2006	Modular Units	3,120 sq ft.	Portable Off. Trailer	3008	
2010	Modular Office	20 Ft.	Portable Off. Trailer		
2010	Modular Housing	Camp	13 Housing Units & Offices	Each has a serial #	
	11 Containers	8x40,1x20,2x10	Containers		
2010	8 Containers	Domican Republic	Portable Toilets & Showers	Built in 2010	
2011	Portable Jail	40'	Portable Jail	40 ft. Portable Jails - 2 x 7 man	See #267-272
2011	Portable Jail	40'	Portable Jail	sleepers, one 6 man sleeper @	See #267-272
2011	Portable Jail	40'	Portable Jail	2 man holding area, one with	See #267-272
2011	Portable Jail	40'	Portable Jail	shower & toilet unit, and two	See #267-272

2011	Portable Jail	40'	Portable Jail	day rooms - all stainless	See #267-272
2011	Portable Jail	40'	Portable Jail	new in August, 2011	See #267-272
2011	MOD Sleeping	Camp	MOD Sleeping	Each has a serial #	
2011	MOD Sleeping	Camp	MOD Sleeping	Each has a serial #	
2011	MOD Sleeping	Camp	MOD Sleeping	Each has a serial #	
2011	MOD Sleeping	Camp	MOD Sleeping	Each has a serial #	
2011	MOD Sleeping	Camp	MOD Sleeping	Each has a serial #	
2011	MOD Sleeping	Camp	MOD Sleeping	Each has a serial #	
2011	MOD Sleeping	Camp	MOD Sleeping	Each has a serial #	
2011	MOD Sleeping	Camp	MOD Sleeping	Each has a serial #	
2011	MOD Sleeping	Camp	MOD Sleeping	Each has a serial #	
2011	MOD Sleeping	Camp	MOD Sleeping	Each has a serial #	
2011	MOD Sleeping	Camp	MOD Sleeping	Each has a serial #	
2011	MOD Sleeping	Camp	MOD Sleeping	Each has a serial #	
2011	MOD Sleeping	Camp	MOD Sleeping	Each has a serial #	
2011	MOD Sleeping	Camp	MOD Sleeping	Each has a serial #	
2011	MOD Sleeping	Camp	MOD Sleeping	Each has a serial #	
2011	MOD Sleeping	Camp	MOD Sleeping	Each has a serial #	
2011	MOD Sleeping	Camp	MOD Sleeping	Each has a serial #	
2011	MOD Sleeping	Camp	MOD Sleeping	Each has a serial #	
2011	MOD Sleeping	Camp	MOD Sleeping	Each has a serial #	
2011	MOD Sleeping	Camp	MOD Sleeping	Each has a serial #	
2011	Gym	Camp	Gym	Each has a serial #	
2011	Laundry	Camp	Laundry	Each has a serial #	
2011	MOD Sleeping	Camp	MOD Sleeping	Each has a serial #	
2011	MOD Sleeping	Camp	MOD Sleeping	Each has a serial #	
2011	MOD Sleeping	Camp	MOD Sleeping	Each has a serial #	
2011	MOD Sleeping	Camp	MOD Sleeping	Each has a serial #	
2011	MOD Sleeping	Camp	MOD Sleeping	Each has a serial #	
2011	MOD Sleeping	Camp	MOD Sleeping	Each has a serial #	
2011	MOD Sleeping	Camp	MOD Sleeping	Each has a serial #	
2011	MOD Gym	Camp	MOD Gym	Each has a serial #	
2011	MOD Laundry	Camp	MOD Laundry	Each has a serial #	
2011	Storage Bldg	Camp	Storage Bldg	Each has a serial #	

Subcontractor equipment lists available upon request.

SUBCONTRACTORS

DRC maintains a cadre of hundreds of subcontractors of which approximately thirty are primary subcontractors that have been used in all of DRC's responses to major events within the last twenty-seven years. These subcontractors along with DRC's own personnel and equipment are capable of mobilizing an event of huge magnitude. For instance, in 2008 while responding to the aftermath of Hurricane Ike in Louisiana and Texas, DRC operated and managed over 2000 pieces of equipment. DRC's advanced team was imbedded in emergency operations centers throughout these two States and was functioning at eighty percent capacity within seventy-two hours of the

notices to proceed. The event encompassed the collection, processing, recycling and disposal of over eleven million cubic yards of debris, all of which was performed in just ninety days.

ABILITY TO MANAGE MULTIPLE CONTRACTS

DRC's obligations will in no way preclude DRC ES from meeting its obligations under the award of a contract through the City's Bid Invitation. DRC has implemented a comprehensive Corporate Level Advance Mobilization Plan to ensure a coordinated, expeditious and effective response to disasters by its personnel and resources. This plan has been utilized by DRC to respond quickly in the following contracts:

- **Multiple Severe Weather Events of 2016**

The severe weather in March resulted in flooding in all of Louisiana followed by April flooding in Texas. DRC responded to its pre-existing contracts with the City of Houston and Harris County, Texas while simultaneously working in Tangipahoa Parish, Louisiana. Tornadoes ravaged Texas and North Carolina in late April and early May. DRC was called upon for debris collection, processing and disposal in Smith County and Cherokee County, Texas via a TXDOT contract and in New Hanover, NC by way of a "standby" contract.

- **Winter Storm Jonas 2016**

Following Winter Storm Jonas, DRC's response team established operations in Washington D.C. and began mobilizing equipment and manpower in assistance to the Maryland Highway Authority, the Maryland Department of General Services, Prince Georges County, Maryland, the City of Baltimore and Loudoun County Virginia. Operations continued twenty-four hours per day for ten days which required two operators per piece of equipment and around the clock management and support personnel.

- **Multiple Severe Weather Events of 2015**

In April 2015, DRC was activated in response to Straight line winds affecting the City/Parish of East Baton Rouge, LA and Ascension Parish, LA. DRC provided adequate resources for an efficient and timely debris removal and recovery process. In May of 2015, DRC was activated under its existing contracts with the City of Houston, TX, the City of Bellaire, TX, and the Texas Department of Transportation-Houston District, in response to the historic floods of 2015. DRC mobilized rapidly to return the area to a normal state.

- **Ice Storm Pax 2014**

On February 10, 2014, Ice storm Pax impacted the States of North Carolina, South Carolina and Georgia. DRC Emergency Services' contract with the South Carolina Department of Transportation was activated. Simultaneously, DRC's contracts in New Hanover County, NC, Pender County, NC, the City of Wilmington, NC were activated for debris removal and reduction of approximately 400,000 cubic yards of

debris. The winter of 2014 ended with a late ice storm in the first week of March. In response to the damage caused by this storm, DRC was contracted by the City of Thomasville, NC and the City of Archdale, NC.

*DRC managed and operated over 15 Debris Management Sites reducing and recycling over 1.5 million cubic yards of debris.

- **Tornado Outbreak of 2013**

In May of 2013 and lasting nearly a week, severe thunderstorms that produced numerous devastating tornadoes. DRC responded in service to 4 separate contracts, including City of Oklahoma City, Pottawatomie County, Oklahoma, St. Louis County, Missouri and St. Charles County, Missouri, to assist in the debris removal and disaster recovery services.

- **The Hurricane Season of 2012**

In August of 2012 Hurricane Isaac tore through the Southeast making landfall twice in Louisiana. DRC simultaneously operated 14 contracts throughout the Southeast including Louisiana. In October of 2012, Super Storm Sandy made landfall flooded streets, tunnels and subways and damaged and destroyed thousands of homes. DRC was hired to remove debris from the New York DOT roads on Long Island in Suffolk and Nassau Counties. In New Jersey, we were hired to clean up Piscataway.

* In 2012, DRC simultaneously operated six TDSRS sites in Louisiana following Hurricane Isaac.

- **The Hurricane Season Of 2008**

In 2008, Hurricanes Gustav and Ike devastated the Louisiana and Texas coastlines. DRC responded in service to 36 separate contracts, including the cities of New Orleans, Houston, and Galveston. In Houston, Texas, DRC ES established industry benchmarks by achieving a FEMA record for hauling debris in a single day under a FEMA disaster declaration project. DRC's work in these regions was nearly completed in a little over two months, having quickly restored these communities in the wake of severe storms.

* In 2008 following Hurricane Ike, DRC simultaneously operated seven TDSRS sites handling 11,000,000 CY of debris, recycling materials out of the waste stream in two of those facilities.

- **The Hurricane Season Of 2005**

The 2005 hurricane season brought the strongest storms and the worst natural disaster in our nation's history. DRC is proud to have assisted in the recovery following the devastation of Hurricanes Katrina, Rita, Wilma, and Cindy affecting the Florida Keys, throughout Mississippi and Louisiana, and into Houston, Texas. To date, DRC has successfully completed over \$130,000,000 in disaster remediation in the hardest hit

parishes of Louisiana and in Monroe, Escambia, and Miami-Dade counties in Florida, as well as the eastern coastal counties of Texas.

* In 2005, following Hurricane Wilma, DRC simultaneously operated five TDSRS sites in Louisiana, processing debris for the Louisiana DOTD. Also in 2005, DRC simultaneously operated six TDSRS sites for the Louisiana DOTD in two districts following Hurricane Katrina.

- **The Hurricane Season Of 2004**

In the aftermath of Hurricanes Charley, Frances, Jeanne and Ivan in the fall of 2004, DRC and its teaming partners and/or subcontractors, performed 37 virtually simultaneous contracts and \$150,000,000 in emergency work, including the removal of over 10,000,000 cubic yards of debris and the restoration of miles of beaches, throughout the state of Florida, from Monroe County to Escambia County, as well as projects in Virginia, South Carolina, and Texas. DRC was able to respond virtually immediately to each client's needs and provide sufficient resources to ensure completion of these recovery efforts in the allotted time, if not sooner.

*In 2004, following Hurricanes Jeanne, Francis and Ivan, DRC simultaneously operated more than ten TDSRS sites in Florida.

- **2000 Winter Ice Storm**

In January 2000, in the aftermath of the Winter Ice Storm, DRC performed debris removal and landfill management services in North and South Carolina and Georgia. DRC and its subcontractors mobilized approximately hundreds of men and women and hundreds of pieces of heavy equipment and trucks in three (3) counties in Georgia and the Western half of North Carolina. Approximately 800,000 cubic yards of debris was removed and processed within approximately 90 days.

TIME MANAGEMENT AND BUDGETING

DRC understands the economic incentives associated with FEMA's accelerated debris removal (increased federal cost share on a sliding scale). Following Hurricane Ike in 2008, DRC established an industry standard for volume collected in a single day (as recognized by FEMA). During this operation more than 5.6 million cubic yards were collected, processed, and recycled in a little more than 60 days. While fragments of the project lasted slightly longer, DRC's expedited operation using more than 2,000 pieces of collection equipment made it possible for the city of Houston to receive reimbursement in the greater than 80% range.

REFERENCES

OWNER & TIMELINE	DESCRIPTION OF WORK	CONTRACT VALUE	CUBIC YARDS	POINT OF CONTACT
Wilmington, North Carolina February 2014	C & D Debris Removal and Vegetative Debris Removal and Disposal	\$1,555,223.85	174,352.45	Dave Bundick <i>Solid Waste Manager</i> Phone: (910) 341-0081 Fax: (910) 341-0099 Dave.bundick@wilmingtonnc.gov 102 North Third Street Post Office Box 1810 Wilmington, NC 28402
South Carolina Department of Transportation February 2014 – May 2014	Emergency Debris Removal 2014 South Carolina Ice Storm	\$44,233,669.57	1,464,598	David Cook, <i>SCDOT State Maintenance Engineer</i> Phone: (803) 737-2314 Fax: (803) 737-2850 Cookdb@dot.state.sc.us 955 Park Street Columbia, SC 29201
Iberville Parish, Louisiana September 2008 – April 2009	Emergency hurricane debris clearing and removal - Hurricane Gustav	\$3,368,184.69	330,239.22	Brian Willis, <i>Solid Waste Director</i> Phone: (225) 687-5190, Fax: (225) 687-5146 Bwillis@ibervilleparish.com 58050 Meriam Street Plaquemine, LA 70765-0389
City of Galveston Sept. 2008- 2009	Emergency hurricane debris clearing and removal - Hurricane Ike	\$38,007,492.62	1,301,655.86	Charlie Kelly, <i>Emergency Manager</i> Phone: (409) 765-3710 Fax: (409) 765-3711 Kellycha@cityofgalveston.org 823 Rosenberg St., Galveston, TX 77553
City of East Baton Rouge September 2012	Hurricane Isaac - Disaster Management	\$2,474,520.78	224,153.40	David Guillory, <i>Former Public Works Director</i> (225) 389-3158 dguillory@brgov.com P.O. Box 1471 Baton Rouge, LA 70821

None of DRC's contracts have ever been terminated.

2016	Key Personnel	John Sullivan President	Kurt Thormahlen General Manager	Mark Stafford Vice President	Kristy Fuentes Vice President	Charles Kraft Program Manager	Ben Bankston Regional Manager	Bryan Fike Regional Manager	Tony Swain Regional Manager	Trey Kirby Regional Manager	Sam Dancer Project Manager	Joe Newman Project Manager	Donald Lewis Data Manager	Lisa Garcia Contracts Manager	Jolie Bonvillion Administrative Support
Disaster Event Experience															
2016	Winter Storm Jonas	•	•	•	•	•	•		•				•	•	•
	Maryland Snow removal - Maryland DGS, Maryland State Highway Authority, City of Baltimore and Prince George's County	•	•	•	•	•	•		•				•	•	•
	Loudoun County Virginia	•	•	•	•	•	•		•				•	•	•
	Louisiana Flood Event	•	•	•	•	•	•				•		•	•	•
	Texas Flood Event	•	•	•	•	•				•			•	•	•
	Texas Tornadoes	•	•	•	•	•				•			•	•	•
	North Carolina Tornadoes	•	•	•	•	•							•	•	•
2015	Straight line winds			•	•	•	•	•	•		•		•	•	•
	Debris Removal in East Baton Rouge Parish and Ascension Parish Louisiana			•	•	•	•	•	•		•		•	•	•
	Houston Flood			•	•	•	•	•	•		•		•	•	•
2014	Debris removal - City of Houston, City of Bellaire, Texas DOT						•	•	•		•	•	•	•	•
	Ice Storm			•	•	•		•	•		•		•	•	•
	South Carolina DOT - Road Clearing, Debris Removal and Processing			•	•	•		•	•		•		•	•	•
2013	North Carolina Debris Removal - Pender County, City of Wilmington, New Hanover County, Thomasville, City of Archdale			•	•	•		•	•		•		•	•	•
	Missouri Storm Debris Removal - St. Charles County and St. Louis County			•	•	•		•	•		•		•	•	•
2012	Hurricane Isaac			•	•	•	•	•	•		•		•	•	•
	State of Louisiana - Provided Emergency Food and Emergency Sand provisions			•	•	•		•	•		•		•	•	•
	Debris Removal in Louisiana - LA DOTD, City of New Orleans, St. Charles Parish, Jefferson Parish, East Baton Rouge Parish, St. John the Baptist Parish, Ascension Parish and the City of Mandeville			•	•	•		•	•		•		•	•	•
	Hurricane Sandy			•	•	•	•	•			•		•	•	•
	State of New York Department of Transportation Debris Removal in Nassau and Suffolk Counties			•	•	•		•	•		•		•	•	•
	State of Maryland - Debris Removal in Harford County			•	•	•		•			•		•	•	•
	State of New Jersey - Debris removal in Ocean City and Piscataway			•	•	•		•			•		•	•	•

2011	Key Personnel	John Sullivan	Kurt Thormahlen	Mark Stafford	Vice President	Kristy Fuentes	Charles Kraft	Program Manager	Ben Bankston	Bryan Fike	Tony Swain	Trey Kirby	Sam Dancer	Joe Newman	Project Manager	Donald Lewis	Lisa Garcia	Jolie Bonvillion
		President	General Manager															Support
2011	<i>North Carolina Tornado</i> - Debris Removal in Greene County, Wilson County and Johnston County			•	•	•	•	•		•	•		•	•		•	•	
	<i>Alabama Tornadoes</i> - Debris Removal - Alabama DOT, Alabama Department of Conservation and Natural Resources, Franklin County, Town of Phil Campbell, City of Birmingham, City of Trussville, Calhoun County, Fultondale			•	•	•	•	•	•	•	•		•	•		•	•	
	<i>Mississippi Tornadoes</i> - Clay County, Holmes County and City of Durant			•	•	•	•	•		•	•		•	•		•	•	
	<i>Hurricane Irene</i>			•	•	•	•	•		•	•		•	•		•	•	
	Virginia - Debris Removal for Virginia DOT, VDEM, City of Richmond			•	•	•	•	•		•	•		•	•		•	•	
2010	Maryland Debris Removal - St. Mary's County, Harford County, Calvert County,			•	•	•	•	•		•	•		•	•		•	•	
	North Carolina Debris Removal - Havelock, North Topsail Beach, Pender County, New Hanover County, Pamlico County and Southern Shores			•	•	•	•	•		•	•		•	•		•	•	
	Rhode Island Debris Removal - Rhode Island DOT, Providence, Cumberland, Narragansett, Cranston and Barrington			•	•	•	•	•		•	•		•	•		•	•	
	<i>Snow Storm Recovery</i> -			•	•	•	•	•		•	•		•	•		•	•	
	Virginia - Virginia Department of Emergency Management, Virginia DOT, Arlington County, Prince William County, Alexandria, Richmond			•	•	•	•	•		•	•		•	•		•	•	
2009	Maryland - Anne Arundel County, City of Baltimore, Maryland DOT			•	•	•	•	•		•	•		•	•		•	•	
	<i>Haiti Earthquake</i> - Body Recovery, Debris Removal and Housing & Support Facility	•		•	•	•	•	•			•		•	•		•	•	
	<i>BP Oil Spill</i>			•	•	•	•	•	•		•		•	•		•	•	
	Recovery Efforts in Louisiana Parishes of Plaquemines, Terrebonne, St. Bernard and the Cities of Lafitte and Grand Isle			•	•	•	•	•			•		•	•		•	•	
	Recovery efforts in State of Florida in Santa Rosa County, Okaloosa County and Escambia County			•	•	•	•	•			•		•	•		•	•	
2009	<i>Hurricane Ike</i>			•	•	•	•	•		•	•		•	•		•	•	
	Texas GLO - Marine Debris Removal	•		•	•	•	•	•		•	•		•	•		•	•	
	TX DOT- Galveston County Bolivar Ditch Excavation	•		•	•	•	•	•		•	•		•	•		•	•	
	<i>Hurricane Gustav</i>			•	•	•	•	•		•	•		•	•		•	•	
	Iberville Parish Sunk Barge Removal			•	•	•	•	•		•	•		•	•		•	•	
2009	Assumption Parish Debris Removal			•	•	•	•	•		•	•		•	•		•	•	
	Louisian Land Trust Demolitions - St. Bernard, Jefferson and Orleans Parishes			•	•	•	•	•		•	•		•	•		•	•	
	<i>Ice Storm</i>			•	•	•	•	•	•	•	•		•	•		•	•	
	Kentucky Debris Removal - Kentucky DOT Districts 1&2, Graves County, Lexington-Kentucky Urban County Government,			•	•	•	•	•		•	•		•	•		•	•	
	Arkansas Debris Removal - Fayetteville, Blytheville, Baxter County			•	•	•	•	•		•	•		•	•		•	•	

[illegible]

LICENSES/INSURANCE

Please find Florida Contractor's License, Secretary of State Certificate, Sunbiz report, professional licenses for each team member and sample insurance certificate attached.

Insurance

McGriff, Seibels & Williams

Rob Harrison

818 Town & Country Blvd., Suite 500

Houston, TX 77024

(713) 940-6544

rob.harrison@mcgriff.com



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

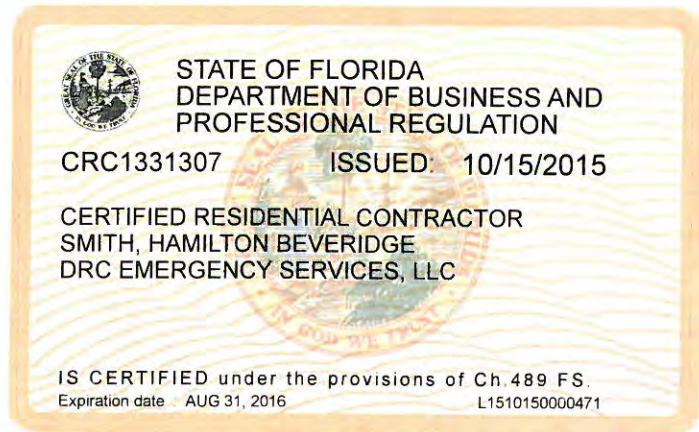
(850) 487-1395

SMITH, HAMILTON BEVERIDGE
DRC EMERGENCY SERVICES, LLC
6258 MARSHALL FOCH STREET
NEW ORLEANS LA 70124

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CRC1331307	

The RESIDENTIAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016

SMITH, HAMILTON BEVERIDGE
DRC EMERGENCY SERVICES, LLC
740 MUSEUM DRIVE
MOBILE AL 36608



State of Florida

Department of State

I certify from the records of this office that DRC EMERGENCY SERVICES, LLC is an Alabama limited liability company authorized to transact business in the State of Florida, qualified on July 18, 2005.

The document number of this limited liability company is M05000003946.

I further certify that said limited liability company has paid all fees due this office through December 31, 2014, that its most recent annual report was filed on June 10, 2014, and its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-seventh day of
January, 2015*



Ken Detmer
Secretary of State

Authentication ID: CU5800449263

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

**FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS****Detail by Entity Name****Foreign Limited Liability Company**

DRC EMERGENCY SERVICES, LLC

Filing Information

Document Number	M05000003946
FEI/EIN Number	63-1283729
Date Filed	07/18/2005
State	AL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	09/29/2015
Event Effective Date	NONE

Principal Address

13 Evia Main
Galveston, TX 77554

Changed: 04/25/2016

Mailing Address

6258 Marshall Foch Street
New Orleans, LA 70124

Changed: 04/25/2016

Registered Agent Name & Address

NATIONAL CORPORATE RESEARCH,LTD.,INC.
115 North Calhoun St.
Suite 4
Tallahassee, FL 32301

Name Changed: 10/29/2013

Address Changed: 07/07/2015

Authorized Person(s) Detail**Name & Address**

Title VP, Secretary

FUENTES, KRISTY
13 Evia Main

Galveston, TX 77554

Title Exec. Vice President/ General Manager

Thormahlen, Kurt
13 Evia Main
Galveston, TX 77554

Title VP

Sullivan, William W
13 Evia Main
Galveston, TX 77554

Title VP

Sullivan, Todd P
13 Evia Main
Galveston, TX 77554

Title President

Sullivan, John R
13 Evia Main
Galveston, TX 77554

Annual Reports

Report Year	Filed Date
2015	04/29/2015
2016	04/25/2016
2016	04/28/2016

Document Images

04/28/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
04/25/2016 -- ANNUAL REPORT	View image in PDF format
04/29/2015 -- ANNUAL REPORT	View image in PDF format
12/03/2014 -- LC Amendment	View image in PDF format
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01/13/2014 -- ANNUAL REPORT	View image in PDF format
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10/15/2010 -- REINSTATEMENT	View image in PDF format
03/27/2009 -- ANNUAL REPORT	View image in PDF format
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State of Florida, Department of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/01/2016

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 MCGRIF, SEIBELS & WILLIAMS OF TEXAS, INC. 818 Town & Country Blvd, Suite 500 Houston, TX 77024-4549	CONTACT NAME: PHONE (A/C, No, Ext): 713-877-8975 FAX (A/C, No): 713-877-8974 E-MAIL ADDRESS:	
INSURED DRC Emergency Services, LLC 5851 San Felipe Street, Suite 425 Houston, TX 77057	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A :Starr Surplus Lines Insurance Company	13604
	INSURER B :Starr Indemnity & Liability Company	38318
	INSURER C :Federal Insurance Company	20281
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:3RWWFVQJ

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Professional Liability \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			1000065359161	01/31/2016	01/31/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			SISIPCA08285216	01/31/2016	01/31/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$ OCCUR CLAIMS-MADE			1000336333161 Follow Form	01/31/2016	01/31/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A			00 44727472 Includes USH&L	01/31/2016	01/31/2017	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Contractors Pollution			1000065359161	01/31/2016	01/31/2017	Each Occurrence \$ 1,000,000 Policy Aggregate \$ 1,000,000 Deductible Each Loss \$ 20,000 \$

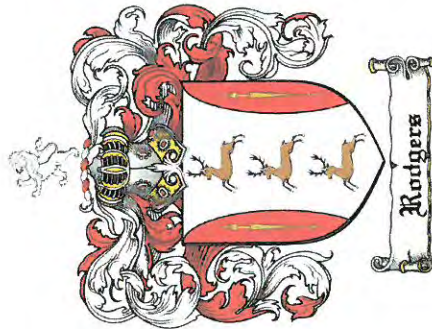
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Sample	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

CERTIFICATE OF TRAINING



This is to certify that

Hamilton Smith

has completed 40 hours of training as required by OSHA
FOR

**HAZARDOUS WASTE OPERATIONS &
EMERGENCY RESPONSE - INITIAL**

Per 29 CFR 1910.120

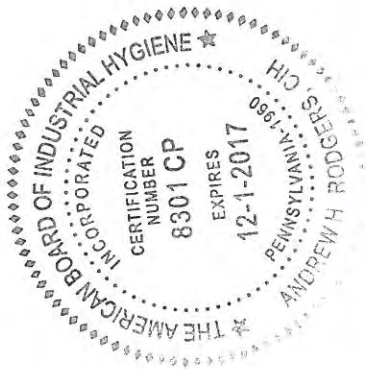


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(504) 329-0428

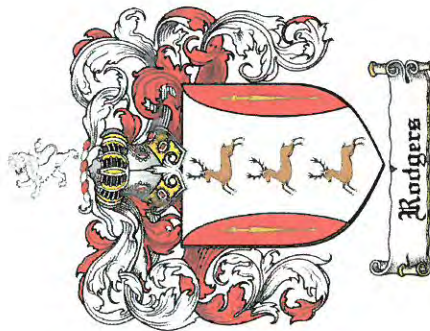
Instructor

Andrew H Rodgers Ph.D. CIH

COURSE END DATE: January 15, 2016
REFRESH DATE: January 15, 2017



CERTIFICATE OF TRAINING



This is to certify that

Jo Newman

has completed 40 hours of training as required by OSHA
FOR

**HAZARDOUS WASTE OPERATIONS &
EMERGENCY RESPONSE - INITIAL**

Per 29 CFR 1910.120



Presented by Rodgers & Associates
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(504) 329-0428

Instructor

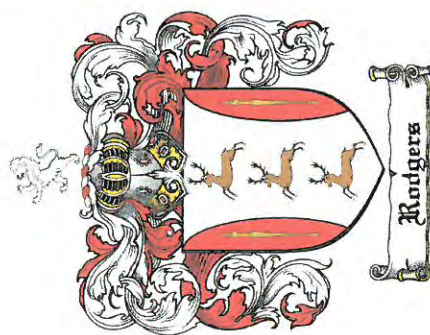
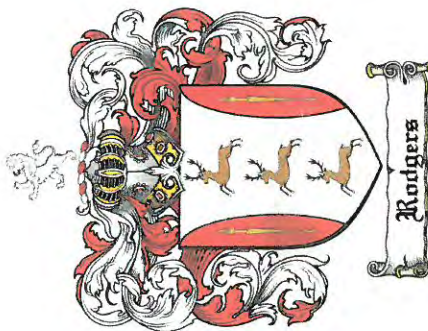
Andrew H. Rodgers

Andrew H Rodgers Ph.D. CIH

COURSE END DATE: January 15, 2016
REFRESH DATE: January 15, 2017



CERTIFICATE OF TRAINING



This is to certify that

Chris Price

has completed 40 hours of training as required by OSHA
FOR

**HAZARDOUS WASTE OPERATIONS &
EMERGENCY RESPONSE - INITIAL**

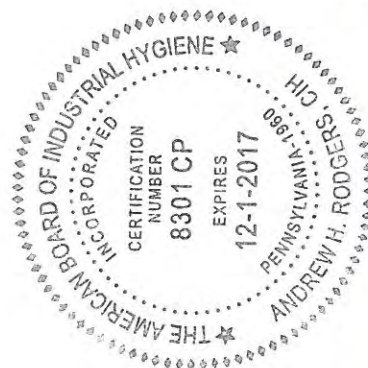
Per 29 CFR 1910.120

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(504) 329-0428

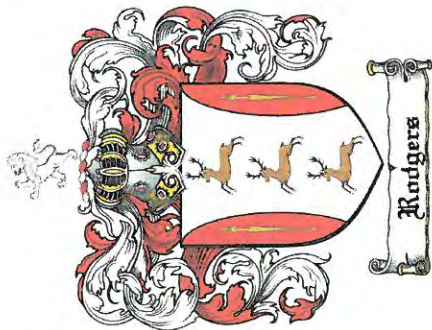
Instructor

Andrew H. Rodgers
Andrew H Rodgers Ph.D. CIH

COURSE END DATE: January 15, 2016
REFRESH DATE: January 15, 2017



CERTIFICATE OF TRAINING



This is to certify that

Bryan Fike

has completed 40 hours of training as required by OSHA
FOR

**HAZARDOUS WASTE OPERATIONS &
EMERGENCY RESPONSE - INITIAL**

Per 29 CFR 1910.120



Presented by Rodgers & Associates
9 Yosemite Street Kenner, LA 70065
(504) 329-0428

Instructor

Andrew H. Rodgers
Andrew H Rodgers Ph.D. CIH

COURSE END DATE: January 15, 2016
REFRESH DATE: January 15, 2017



University of North Florida

has conferred on

Bryan S. Fike

having successfully completed the prescribed necessary requirements of this University,
the Faculty and the Board of Trustees hereby grant
the Degree of

Bachelor of Science

in

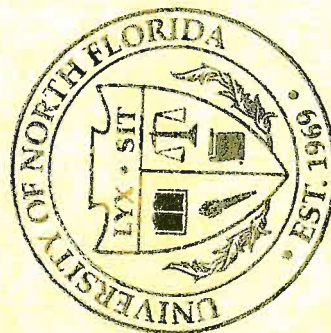
Political Science

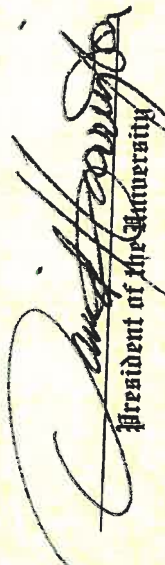
Granting all the rights, privileges and honors appertaining thereto.

In testimony whereof, the Board of Trustees for this University, on recommendation
of the Faculty, has granted this Diploma bearing the University seal.

Given on this the fifteenth day of June, nineteen hundre and ninety.


Chairman of the Board of Trustees




President of the University

NOTARY I.D. NO.
1340728

COMMISSION NO.
EE 205441



STATE OF FLORIDA

Executive Department

I, Rick Scott, Governor of Florida, by virtue of the authority vested in me
by the Constitution and Laws of this State,
do hereby commission

BRYAN SCOTT FIKE

to be

NOTARY PUBLIC

in and for the State of Florida

from June 7, 2012 through June 6, 2016 and in the
Name of the People of the State of Florida to have, hold and exercise the said office and
all the powers and responsibilities appertaining thereto, and to receive the privileges
and emoluments thereof in accordance with the law,

In Testimony Whereof, I do hereunto set my hand and cause to be affixed the
Great Seal of the State, Tallahassee, Florida.

A handwritten signature in black ink, appearing to read "Rick Scott", written over a horizontal line.

Governor

A handwritten signature in black ink, appearing to read "Ken DeFourn", written over a horizontal line.

Secretary of State

SANDBERG



BOB MARTINEZ
GOVERNOR



ROBERT R. DEMPSEY, COMMISSIONER
FLORIDA DEPARTMENT OF
LAW ENFORCEMENT

STATE OF FLORIDA

THE COMMISSION ON CRIMINAL JUSTICE STANDARDS AND TRAINING

Hereby awards to

BRYAN S. FIKE

BASIC RECRUIT CERTIFICATE
BASIC RECRUIT
LAW ENFORCEMENT OFFICERS
320 HOURS

For having fulfilled the requirements for training
as prescribed in Chapter 943
of Florida Statutes



BOBBY R. BURKETT, CHAIRMAN
CRIMINAL JUSTICE STANDARDS
AND TRAINING COMMISSION

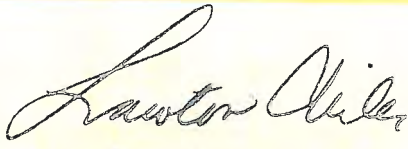


ROD CASWELL, DIRECTOR
DIVISION OF CRIMINAL JUSTICE
STANDARDS AND TRAINING

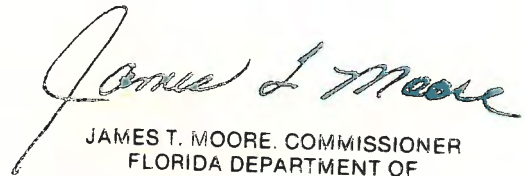
MARCH 20, 1987

277-60-3431

33-87-002-01



LAWTON CHILES
GOVERNOR



JAMES T. MOORE, COMMISSIONER
FLORIDA DEPARTMENT OF
LAW ENFORCEMENT

STATE OF FLORIDA

THE COMMISSION ON CRIMINAL JUSTICE STANDARDS AND TRAINING

Hereby awards to

BRYAN S. FIKE

ADVANCED TRAINING CERTIFICATE
LINE SUPERVISION
80 HOURS

For having fulfilled the requirements for training
as prescribed in Chapter 943
of Florida Statutes



RODNEY DOSS, CHAIRMAN
CRIMINAL JUSTICE STANDARDS
AND TRAINING COMMISSION

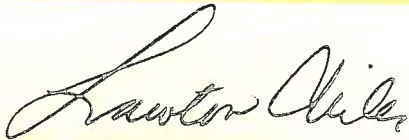


A. LEON LOWRY, II, DIRECTOR
DIVISION OF CRIMINAL JUSTICE
STANDARDS AND TRAINING

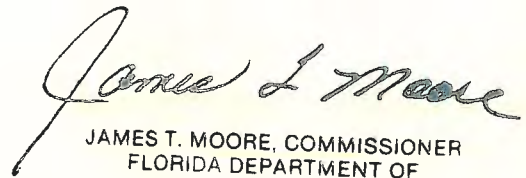
November 1, 1993

277-60-3431

33-93-006-01



LAWTON CHILES
GOVERNOR



JAMES T. MOORE, COMMISSIONER
FLORIDA DEPARTMENT OF
LAW ENFORCEMENT

STATE OF FLORIDA

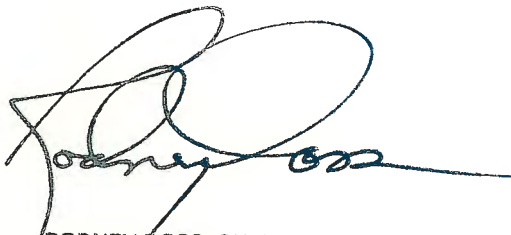
**THE COMMISSION ON
CRIMINAL JUSTICE STANDARDS
AND TRAINING**

Hereby awards to

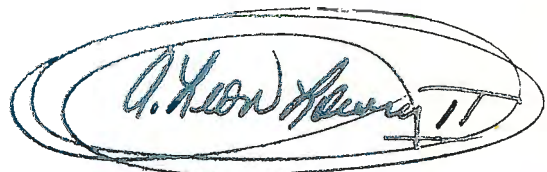
BRYAN S. FIKE

ADVANCED TRAINING CERTIFICATE
DRUG AWARENESS RESISTANCE EDUCATION
80 HOURS

For having fulfilled the requirements for training
as prescribed in Chapter 943
of Florida Statutes



RODNEY DOSS, CHAIRMAN
CRIMINAL JUSTICE STANDARDS
AND TRAINING COMMISSION



A. LEON LOWRY, II, DIRECTOR
DIVISION OF CRIMINAL JUSTICE
STANDARDS AND TRAINING

October 1, 1993

277-60-3431

07-0-094-00



BOB MARTINEZ
GOVERNOR



JAMES T. MOORE, COMMISSIONER
FLORIDA DEPARTMENT OF
LAW ENFORCEMENT

STATE OF FLORIDA

THE COMMISSION ON CRIMINAL JUSTICE STANDARDS AND TRAINING

Hereby awards to

BRYAN S. FIKE

**ADVANCED TRAINING CERTIFICATE
NARCOTICS IDENTIFICATION AND INVESTIGATION
40 HOURS**

For having fulfilled the requirements for training
as prescribed in Chapter 943
of Florida Statutes



MICHAEL A. BERG, CHAIRMAN
CRIMINAL JUSTICE STANDARDS
AND TRAINING COMMISSION



JEFFREY W. LONG, DIRECTOR
DIVISION OF CRIMINAL JUSTICE
STANDARDS AND TRAINING

FEBRUARY 23, 1990

277-60-3431

26-90-016-01

Bob Graham

D. ROBERT GRAHAM
GOVERNOR

Robert R. Dempsey

ROBERT R. DEMPSEY, COMMISSIONER
FLORIDA DEPARTMENT OF
LAW ENFORCEMENT

STATE OF FLORIDA

THE COMMISSION ON CRIMINAL JUSTICE STANDARDS AND TRAINING

Hereby awards to

BRYAN S. FIKE

BASIC RECRUIT CERTIFICATE
AUXILIARY RECRUIT
LAW ENFORCEMENT OFFICERS
100 HOURS

For having fulfilled the requirements for training
as prescribed in Chapter 943
of Florida Statutes

Bobby R. Burkett

BOBBY R. BURKETT, CHAIRMAN
CRIMINAL JUSTICE STANDARDS
AND TRAINING COMMISSION

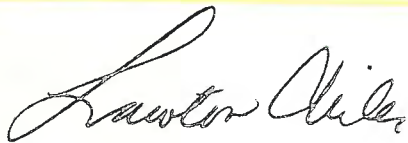
Rod Caswell

ROD CASWELL, DIRECTOR
DIVISION OF CRIMINAL JUSTICE
STANDARDS AND TRAINING

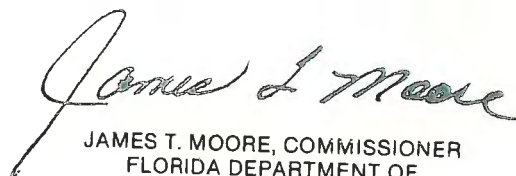
NOVEMBER 18, 1986

277-60-3431

33-86-001-02



LAWTON CHILES
GOVERNOR



JAMES T. MOORE, COMMISSIONER
FLORIDA DEPARTMENT OF
LAW ENFORCEMENT

STATE OF FLORIDA

THE COMMISSION ON CRIMINAL JUSTICE STANDARDS AND TRAINING

Hereby awards to

BRYAN S. FIKE

ADVANCED TRAINING CERTIFICATE
FIELD TRAINING OFFICER
40 HOURS

For having fulfilled the requirements for training
as prescribed in Chapter 943
of Florida Statutes



RODNEY DOSS, CHAIRMAN
CRIMINAL JUSTICE STANDARDS
AND TRAINING COMMISSION

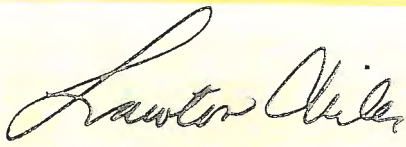


A. LEON LOWRY, II, DIRECTOR
DIVISION OF CRIMINAL JUSTICE
STANDARDS AND TRAINING

November 19, 1993

277-60-3431

33-93-051-01



LAWTON CHILES
GOVERNOR



JAMES T. MOORE, COMMISSIONER
FLORIDA DEPARTMENT OF
LAW ENFORCEMENT

STATE OF FLORIDA

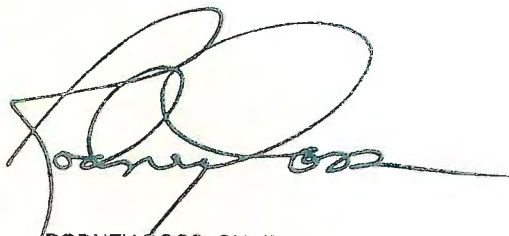
THE COMMISSION ON CRIMINAL JUSTICE STANDARDS AND TRAINING

Hereby awards to

BRYAN S. FIKE

ADVANCED TRAINING CERTIFICATE
CRISIS INTERVENTION
40 HOURS

For having fulfilled the requirements for training
as prescribed in Chapter 943
of Florida Statutes



RODNEY DOSS, CHAIRMAN
CRIMINAL JUSTICE STANDARDS
AND TRAINING COMMISSION



A. LEON LOWRY, II, DIRECTOR
DIVISION OF CRIMINAL JUSTICE
STANDARDS AND TRAINING

November 19, 1993

277-60-3431

33-93-053-02

Southwest Florida Criminal Justice Academy
at
Lee County Vocational/High Tech Center (Central)
Fort Myers, Florida

Certificate of Recognition

This is to certify that

Bryan Fike

Satisfactorily completed **160** hours in
Human Diversity

This **12th** Day of **May**, 19**95**

Jules A. Cibelli
Instructor
Jules A. Cibelli, Corrections



David E. Walsh
Instructor
David E. Walsh, Law Enforcement



Institute of Police Technology and Management

UNIVERSITY OF NORTH FLORIDA



This is to certify that

Bryan S. Fike

has successfully completed the 40 hour training course
NARCOTIC IDENTIFICATION AND INVESTIGATION
in Jacksonville, Florida

February 19-March 23, 1990

DATE



W. Earl Moore
COURSE DIRECTOR

Russell R. Rind
DIRECTOR IPTM

Certificate of Completion

The North Carolina Department of Justice
and

The North Carolina Department of
Public Instruction certify that

BRYAN SCOTT FIKE

has satisfactorily completed a course
of training consisting of eighty hours of
instruction in Drug Abuse Resistance Education.

NOVEMBER 17, 1989
DATE


LACY H. THORNBURG, ATTORNEY GENERAL



BOB ETHERIDGE, SUPERINTENDENT OF PUBLIC INSTRUCTION

Southwest Florida Criminal Justice Academy

Lee County Area Vocational-Technical School

Fort Myers, Florida

Certificate of Recognition

This is to certify that:

BRYAN FIKE

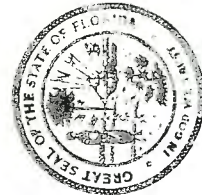
Satisfactorily completed 320 hours in

50th BASIC LAW ENFORCEMENT CLASS

This 20th Day of MARCH, 1987

W. S. Cibola, Ass. Coordinator

Dave Walsh, Coordinator



**THE GALLAGHER-WESTFALL
GROUP, INC.**
LIABILITY MANAGEMENT SERVICES



Awards this Certificate to

Brian Fike

in recognition of satisfactory completion in
The Gallagher - Westfall Group's forty hour course of instruction in

Liability & Safety in the Workplace for Supervisors
Sponsored by OSHA

Given this 19th Day of November, 1993
at Fort Meyers, Florida


Department Chief Executive


William S. Westfall, Vice President
The Gallagher-Westfall Group, Inc.

Institute of Police Technology and Management

UNIVERSITY OF NORTH FLORIDA

CERTIFICATE OF TRAINING



PRESENTED TO:

Bryan S. Fike



Completion of 80 hours training

Incident Command Center Operations & Communications

This 21st day of February in the year 2000

John D. Hering
Certified Instructor



O D V INCORPORATED

Institute of Police Technology and Management

UNIVERSITY OF NORTH FLORIDA

CERTIFICATE OF TRAINING

PRESENTED TO:

Bryan S. Fike



Completion of 320 hours training

Firefighting – Vehicle Extrication – EMT Training

This 12th day of June in the year 1996



John D. Haring
Certified Instructor



IPIM
INCORPORATED



Certificate of Completion



This certifies that Bryan S. Fike has completed the required 40 hour training set forth by MEMA, MDEQ, and USEPA for the management, handling, and disposal of Presumed Asbestos Containing Materials in demolition of properties impacted by Hurricane Katrina.

Date: February 17th 2006

Robert Latham – MEMA
Charles Chisolm – MDEQ



Southwest Florida Criminal Justice Academy
at
Lee County Vocational/High Tech Center (Central)
Fort Myers, Florida

Certificate of Recognition

This is to certify that

Bryan Fike



Satisfactorily completed 160 hours in
Emergency Management & Post Disaster Recovery



This 12th Day of May, 1995



Jules A. Cibelli
Instructor

Jules A. Cibelli, Corrections

David E. Walsh
Instructor
David E. Walsh, Law Enforcement

Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

BRYAN S FIKE

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00120.a
An Introduction to Exercises

Issued this 22nd Day of February, 2010



0.5 IACET CEU


Cortez Lawrence, PhD
Superintendent
Emergency Management Institute



Homeland Security Exercise and Evaluation Program

Certificate of Achievement

In recognition of your successful completion of the HSEEP Training Course,
This certificate is awarded to

Bryan Fike

This 17th day of March 2010

Steve Saunders
Steve Saunders
Director, National Exercise Division
Exercise Policy Branch

Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

BRYAN FIKE

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00100.PW

**Introduction to the Incident Command System,
ICS 100 for Public Works Personnel**

Issued this 6th Day of October, 2006


Richard Callis, Acting Superintendent

0.3 CEU

Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

BRYAN FIKE

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00200

**ICS for Single Resources and
Initial Action Incidents**

Issued this 6th Day of October, 2006

Richard Callis, Acting Superintendent

0.3 CEU

Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

BRYAN FIKE

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00800.A

National Response Plan (NRP), an Introduction

Issued this 6th Day of October, 2006


Richard Callis, Acting Superintendent

0.3 CEU

Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

BRYAN S. FIKE

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of this course:

IS-00631

Public Assistance Operations I

Issued this 6th day of November, 2005

Stephen G. Sharro
Stephen G. Sharro

Superintendent, Emergency Management Institute

EM I Form 10-2005 (Rev. 01-05)

0.1 CEU

Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

BRYAN S. FIKE

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of this course:

IS-00546

**Continuity of Operations (COOP)
Awareness Course**

Issued this 12th Day of January, 2006

0.1 CEU

Stephen G. Sharro
Stephen G. Sharro
Superintendent, Emergency Management Institute

FEMA Form 16-31, October 05

Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

BRYAN S. FIKE

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of this course:

EA-00325

**Debris Management
FEMA's Public Assistance Program**

Issued this 3rd day of March, 2006

Stephen G. Sharro

Superintendent, Emergency Management Institute

FEMA Form 10-11, 6-06-01 15

01CEU

Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

BRYAN FIKE

has reaffirmed a dedication to serve in times of crisis through continued
professional development and completion of this course:

IS-00700

**National Incident Management System
(NIMS) an Introduction**

Issued this 20th Day of April, 2006

0.3 CEU


Richard Callis
Acting Superintendent
Emergency Management Institute

FEMA Form 16-31, October 88

Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

BRYAN S. FIKE

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of this course:

IS - 00634

Public Assistance Operations II

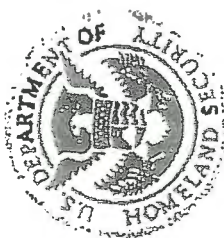
Issued this 20th day of December, 2005

Stephen G. Sharro

Superintendent, Emergency Management Institute

FEMA Form 16-31, 11/20/04 US

Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

BRYAN S. FIKE

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of this course:

IS - 00632

Debris Operations

FEMA's Public Assistance Program

Issued this 15th day of February, 2006

0.1 CEU

Stephen G. Sharro

Superintendent, Emergency Management Institute

FEMA Form 10-10, October 05

Henrico County

presents

Certificate of Completion

and 3 continuing educational credits (CEUs)

to

Bryan Fike

for

2012 Debris Management Training



Steve Yob, P.E. – Director of Public Works

May 31, 2012

CERTIFICATE OF TRAINING



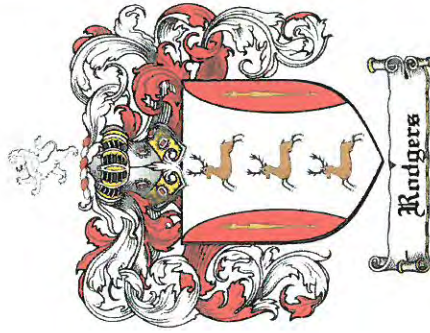
This is to certify that

Ben Bankston

has completed 40 hours of training as required by OSHA
FOR

**HAZARDOUS WASTE OPERATIONS &
EMERGENCY RESPONSE - INITIAL**

Per 29 CFR 1910.120



Presented by Rodgers & Associates
9 Yosemite Street Kenner, LA 70065
(504) 329-0428

Instructor

Andrew H. Rodgers
Andrew H Rodgers Ph.D. CIH

COURSE END DATE: January 15, 2016
REFRESH DATE: January 15, 2017



STATE OF LOUISIANA
DEPARTMENT OF ENVIRONMENTAL QUALITY

certifies that

Benjamin Bankston

Has complied with all requirements of the Louisiana Department of Environmental Quality
and is authorized to perform the duties of

ASBESTOS CONTRACTOR/SUPERVISOR

Accreditation No. 6S1982226

AI No. 1982226

Date of Issuance 9/8/2015

Expiration 8/27/2016

Failure to comply with all applicable provisions of La. R.S. 2025.E. (1)(a) and La. R.S. 2025.F. (2)(a)
may result in civil and/or criminal enforcement actions by the State.

Christopher Maynard
Permit Support Services Division
Office of Environmental Services

03

Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

BENJAMIN V BANKSTON

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00632.a
Introduction to Debris Operations

Issued this 2nd Day of April, 2014




Tony Russell
Superintendent
Emergency Management Institute

CERTIFICATE OF TRAINING



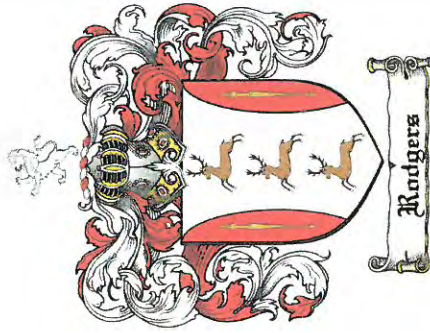
This is to certify that

Lisa Garcia

has completed 40 hours of training as required by OSHA
FOR

**HAZARDOUS WASTE OPERATIONS &
EMERGENCY RESPONSE - INITIAL**

Per 29 CFR 1910.120



Presented by Rodgers & Associates
9 Yosemite Street Kenner, LA 70065
(504) 329-0428

Instructor

Andrew H. Rodgers
Andrew H Rodgers Ph.D. CIH

COURSE END DATE: January 15, 2016
REFRESH DATE: January 15, 2017



Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

LISA M GARCIA

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00700.a
National Incident Management System (NIMS)
An Introduction

Issued this 7th Day of July, 2010




Tony Russell
Superintendent
Emergency Management Institute

Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

LISA M GARCIA

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00200.b
ICS for Single Resources and
Initial Action Incident, ICS-200

Issued this 12th Day of January, 2015




Tony Russell
Superintendent
Emergency Management Institute

Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

LISA M GARCIA

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00100.a
Introduction to the Incident Command System,
ICS-100

Issued this 7th Day of July, 2010




Tony Russell
Superintendent
Emergency Management Institute

CERTIFICATE OF TRAINING



This is to certify that

Kirsty Fuentes

has completed 40 hours of training as required by OSHA
FOR

**HAZARDOUS WASTE OPERATIONS &
EMERGENCY RESPONSE - INITIAL**

Per 29 CFR 1910.120



Presented by Rodgers & Associates
9 Yosemite Street Kenner, LA 70065
(504) 329-0428

Instructor


Andrew H Rodgers Ph.D. CIH

COURSE END DATE: January 15, 2016
REFRESH DATE: January 15, 2017



Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

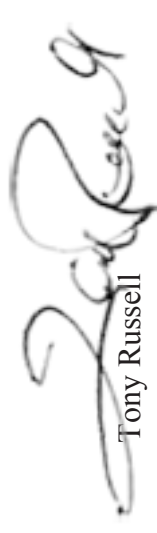
KRISTY L FUENTES

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00700
**National Incident Management System
(NIMS), An Introduction**

Issued this 11th Day of October, 2006




Tony Russell
Superintendent
Emergency Management Institute

Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

KRISTY L FUENTES

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

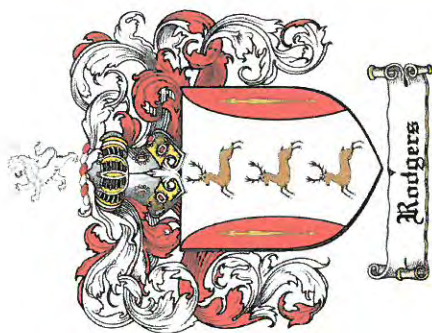
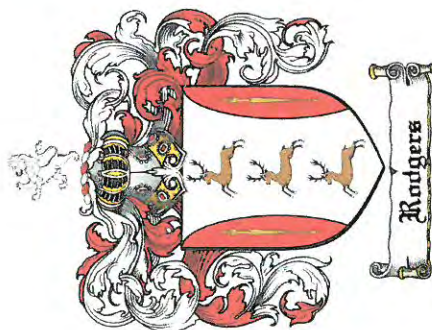
IS-00100
Introduction to the Incident Command System,
ICS-100

Issued this 11th Day of October, 2006




Tony Russell
Superintendent
Emergency Management Institute

CERTIFICATE OF TRAINING



This is to certify that

Sam Dancer

has completed 8 hours of training as required by OSHA
FOR

**HAZARDOUS WASTE OPERATIONS &
EMERGENCY RESPONSE - REFRESHER**

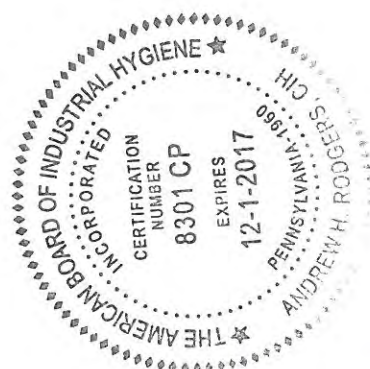
Per 29 CFR 1910.120

Presented by Rodgers & Associates
9 Yosemite Street Kenner, LA 70065
(504) 329-0428

Instructor

Andrew H. Rodgers
Andrew H Rodgers Ph.D. CIH

COURSE DATE: January 20, 2016
REFRESH DATE: January 20, 2017

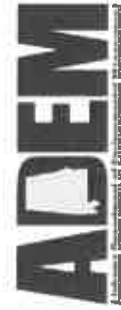


QCI Training Program Certificate of Completion

is hereby granted to:

Sam Dancer

DRC Emergency Services
for satisfactory completion of



Refresher Training
Online Version Completed

October 2, 2014

thompson
ENGINEERING

QCI No. T3434

Expires 10/3/2015

This certificate confers four (4) professional development hour (PDH) equivalents to students who require credits for licenses or certifications. Such PDHs are subject to the qualifying requirements of the licensing or certifying organization.

Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

SAM H DANCER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00100.a

Introduction to the Incident Command System,

ICS-100

Issued this 31st Day of May, 2010



0.3 IACET CEU


Cortez Lawrence, PhD
Superintendent
Emergency Management Institute

Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

SAM H DANCER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

**IS-00200.a
ICS for Single Resources and
Initial Action Incidents, ICS-200**

Issued this 4th Day of June, 2010



0.3 IACET CEU


Cortez Lawrence, PhD
Superintendent
Emergency Management Institute

Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

SAM H DANCER

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00700.a

National Incident Management System (NIMS)

An Introduction

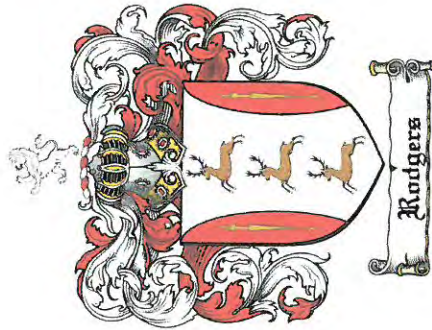
Issued this 3rd Day of June, 2010



0.3 IACET CEU


Cortez Lawrence, PhD
Superintendent
Emergency Management Institute

CERTIFICATE OF TRAINING



This is to certify that

Mark Stafford

has completed 8 hours of training as required by OSHA
FOR

**HAZARDOUS WASTE OPERATIONS &
EMERGENCY RESPONSE - REFRESHER**

Per 29 CFR 1910.120



Presented by Rodgers & Associates
9 Yosemite Street Kenner, LA 70065
(504) 329-0428

Instructor

Andrew H. Rodgers

Andrew H Rodgers Ph.D. CIH

COURSE DATE: January 20, 2016
REFRESH DATE: January 20, 2017



Emergency Management Institute



FEMA

This Certificate of Achievement is to acknowledge that

THOMAS M STAFFORD

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00700.a
National Incident Management System (NIMS)
An Introduction

Issued this 10th Day of January, 2014




Tony Russell
Superintendent
Emergency Management Institute



State of Florida
Department of
Environmental Protection



Recovered Materials Dealer Certification

July 1, 2015-June 30, 2016

The Florida Department of Environmental Protection verifies that the below named Company reports certain recycling information and is certified in accordance with Chapter 62-722, Florida Administrative Code.

Samsula Landfill, Inc.

Application Number: 203

363 SR. 415
New Smyrna, FL 32168
(386)423-6769

Shannan Reynolds, Environmental Specialist
Waste Reduction Section
Division of Waste Management

Valid from July 1, 2015 to June 30, 2016 unless suspended or revoked by the Department
See reverse side for other reporting facilities covered by this certification
Please note **Certification is required annually**

INTERNATIONAL SOCIETY OF ARBORICULTURE

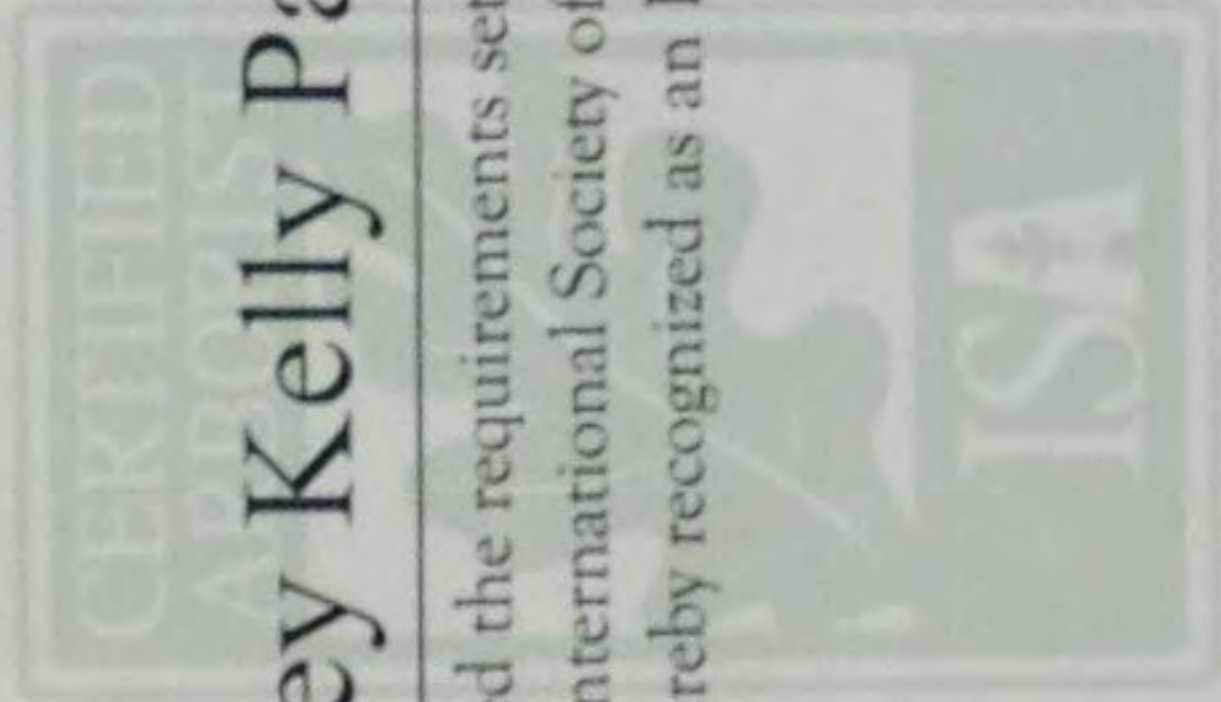
CERTIFIED ARBORIST™

Dewey Kelly Payne

Having successfully completed the requirements set by the Arborist Certification

Board of the International Society of Arboriculture,

the above named is hereby recognized as an ISA Certified Arborist®



Jim Skerns, Executive Director
International Society of Arboriculture

Step Kinard

Certification Board, Chair
International Society of Arboriculture

FL-6711A

Feb 25, 2015

Jun 30, 2018

Certification Number

Certified Since

Expiration Date

INTERNATIONAL SOCIETY OF ARBORICULTURE

CERTIFIED ARBORIST™

Travis Eugene Crosson

Having successfully completed the requirements set by the Arborist Certification

Board of the International Society of Arboriculture,

the above named is hereby recognized as an ISA Certified Arborist®



Jim Skiera, Executive Director
International Society of Arboriculture

Skip Kinsman

Certification Board, Chair
International Society of Arboriculture

FL-6705A

Feb 09, 2015

Jun 30, 2018

Certification Number

Certified Since

Expiration Date



PORT TAMPA BAY™

Small Business Enterprise Certification

Kessler Consulting, Inc.

Federal ID #: 59-3050164

Services Provided: Environmental Services; Solid Waste Consulting

Valid from 03/13/2016 to 03/12/2017

Lonna Casey
Procurement & Small Business

*Please note this certificate is valid only with Port Tampa Bay.
It is not reciprocal with the City of Tampa or Hillsborough County and may not be reciprocal with any other local governmental agency.*



Certification

**as Small Local
Business Enterprise**

Kessler Consulting, Inc.
Federal Number 59-3050164

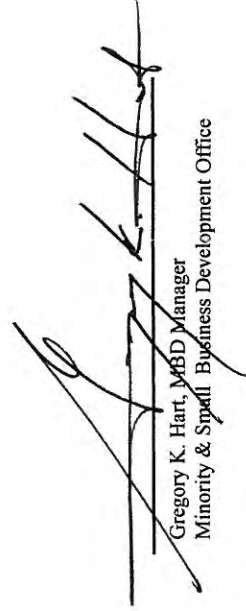
has been reviewed and identified as SLBE with the City of Tampa Government

Class - Small Business Valid from 10/30/2015 to 10/29/2017 Certificate Number 111

Certification is Applicable in:
Solid Waste Consulting

Reciprocal: Hillsborough County

In accordance with the City of Tampa Ordinance 2008-89 your certification is accepted by the City of Tampa. Prior to expiration, you will need to show proof of your renewed certification with this agency in order to maintain your certification with the City of Tampa.


Gregory K. Hart, MBD Manager
Minority & Small Business Development Office



Board of County Commissioners
Economic Development Department
Minority and Disadvantaged Business Development

Small Business Registration

Kessler Consulting, Inc.

HC-0280/14

Valid from October 29, 2014 - October 29, 2016

Approved Lines of Business:

Solid Waste Management Services

A handwritten signature in black ink, reading "Sheila Hudson", is positioned above the printed name.

Sheila Hudson
Minority and Disadvantaged Business Manager
Economic Development Department

FINANCIAL STRENGTH AND STABILITY

DRC is one of the most financially sound and stable companies in the disaster response industry. With a bonding capacity of over \$150.0 million and access to dedicated cash and credit lines in excess of \$100.0 million, DRC has the ability to manage and complete simultaneous projects without being hindered by a lack of operating capital. During multiple storms seasons over the past decade, DRC operated substantially out of pocket prior to client payment, yet remained fully capable of providing the critical services necessary to complete all contracts.

DRC is managed and operated by the ownership SLSCO, L.P. (SLS), which is a very well-capitalized, privately-held family of companies specializing in disaster response, recovery and restoration. Prior to the acquisition of DRC and throughout its twenty-year history, SLS has never failed to meet an obligation due to financial instability. The ownership of SLS is dedicated to providing and sustaining the capital necessary to allow DRC to remain a leader in the disaster recovery industry.

- DRC is capable of insuring projects of any size, with unlimited key coverage amounts. With the support of SLS, DRC has over \$100.0 million of available working capital and has the financial ability to bid on and perform projects in excess of \$250.0 million.
- DRC has a bonding capacity of over \$150.0 million.
- In 2008, following Hurricanes Ike and Gustav, DRC provided debris removal services for 36 separate and simultaneous disaster management services contracts, including the cities of Houston, Galveston and New Orleans. The total value of these contracts was approximately \$200.0 million.
- In 2005-2006, DRC mobilized, performed and completed a contract valued at over \$100.0 million for the Louisiana Department of Transportation and Development in response to Hurricane Katrina, while performing numerous other projects across the United States.
- During the 2004 hurricane season, DRC worked 37 separate contracts totaling over \$150.0 million in emergency work, recovering over 10.0 million cubic yards of debris in a four and a half month period. Throughout this period, all subcontractors were paid on a weekly basis regardless of the timing of DRC's receipt of interim client invoice payments.
- DRC has never failed to complete any awarded work, has never defaulted on a contract and has never filed for bankruptcy. The Company has a 100% assignment completion record.

Banking

Iberia Bank
Jim Lykes
Executive Vice President
11 East Greenway Plaza, Suite 2900
Houston, TX 77046
(713) 624-7706
jim.lykes@iberiabank.com

Surety

Bowen, Miclette & Britt Insurance Agency, LLC
Toby Miclette
Surety Bond Producer, Senior VP
1111 North Loop West, Suite 400
Houston, TX 77046
(713) 880-7109
tmiclette@bmbinc.com

Insurance

McGriff, Seibels & Williams
Rob Harrison
818 Town & Country Blvd., Suite 500
Houston, TX 77024
(713) 940-6544
rob.harrison@mcgriff.com

DRC will supply a financial statement of the last available fiscal year upon request.

LITIGATION

DRC EMERGENCY SERVICES, LLC FIVE YEAR LITIGATION AND REGULATORY ACTION LIST

(Updated and Revised: May 1, 2016)

The following is a list of all litigation and regulatory matters involving DRC Emergency Services, LLC ("DRCES") filed, pending or resolved in a five year period commencing May 1, 2011 and ending May 1, 2016.

DRC Emergency Services, LLC v. RBM Contr. Sers. LLC, No. 15-900040, Mobile Co. AL Cir. Ct
Quality Inv. Properties v. DRC Emergency Services, LLC, Mobile Co. AL Cir. Ct. No. 2014-900474
Racon, Inc. v. DRC Emergency Services, Tuscaloosa Co. Cir. Ct. No. 63-CV-2014-900549
Fuzzell v. DRC Emergency Services, LLC, No. 14-2202, USDC NDAL
DRC Emergency Services, LLC, et al v. R. Baker, Inc., No. 14-2281, USDC NDAL
B&B Env. Serv., et al v. DRC Emer. Servs., LLC, et al, Mobile Co. AL Cir. Ct. No. 14-9034397
Weston v. DRC Emergency Services, LLC, et al, No. 13-900067, Marshall Co. AL Cir. Ct.
Int'l Camp Sales & Serv. v. DRC Emergency Serv., LLC, et. al., Cir. Ct. No. 09-902111
Williams v. DRC Emergency Serv., LLC, et al, No. 11-903718, Jefferson Co. AL Cir. Ct.
Luc Raymond v. DRC Emergency Services, LLC, No. 12-901342, Mobile Co. AL Cir. Ct. Group
CG Builders v. DRC Emergency Services, LLC, et al, USDC SD AL
Black Warrior v. DRC Emer. Serv., Tuscaloosa Co. AL Cir. Ct. Court, No. 2013-900472
Acton Plumbing v. DRC Emer. Ser., LLC, No. 14-904235, Jefferson County, AL Cir. Ct.
DRC Emergency Services, LLC v. Experian, USDC SDAL. No. 11-485.
DRC Emergency Services, LLC v. Bassana, No. 12-544, Mobile Co. AL Cir. Ct.
DRC Emergency Services, LLC v. Hodge, No. 12-207, Mobile Co. Cir. Ct.
DRC Emergency Services, LLC v. Scott, No. 10-469, Mobile Co. AL Cir. Ct.
DRC Emergency Services, LLC v. Ashbritt, Inc., USDC SDFL, No. 14-62924
Bellsouth Telecom., Inc. v. DRC Emer. Services, LLC, No. 11-37, County Cir. CT. KY
Fin & Feather v. DRC Emer. Serv., LLC, No. 56-844, 25th JDC, Plaquemines Parish, Louisiana.
Cora Williams v. DRC Emergency Services, LLC, No. 09-4151, Orleans Parish LA CDC
Gulf State Constr. v. DRC Emer. Services, LLC, No. 12-10783, Orleans Parish LA CDC
Southern Indust. Contr. v. DRC Emer. Serv., No. 613964, 19th JDC, E. Baton Rouge Parish, LA
McGraw v DRC Emergency Services, LLC, Case No. 2009-51580, 1st City Ct. New Orleans, LA

Down South Serv., LLC v. DRC Emer. Serv., LLC, No. 59-035, 25th JDC Plaquemines Parish, LA
Amer. Amph. Equip. v. Brookhaven Maint., No. 55-252, 25th JDC Plaquemines Parish, LA
DRC Emer. Services, LLC v. City of Westlake, No. 2011-5412, 14th JDC, Calcasieu Parish, LA
Nora v. DRC Emergency Services, LLC, No. 148773, 1st Parish Ct. Jefferson Parish LA
Phillips v. DRC Emergency Services, LLC, No. 148,774, 1st Parish Ct. Jefferson Parish LA
Hatcher v. DRC Emergency Services, LLC, No. 09-7695, CDC Orleans Parish, LA
Lincoln v. Plaquemines Parish, et al, No. 57-205, 25th JDC Plaquemines Parish, LA
First Equity v. DRC Emer. Services, LLC, et al, No. 58-937, 25th JDC Plaquemines Parish, LA
Pivach, Pivach v. DRC Emergency Services, LLC, No. 11-1793, USDC EDLA.
B&S Equip. v. DRC Emer. Services, LLC, et al, No. 708-443, 24th JDC Jefferson Parish, LA
DRC Emergency Services, LLC v. Eaton, Poli-Sync, CDC Orleans Parish, LA, No. 12-1921.
Pennington Constr. v. DRC Emer. Serv., No. 617389, 19th JDC East Baton Rouge Parish, LA
Lauren Banks v. Starr Indemnity, No. 13-51237, First City Court for the City of New Orleans, LA
Southland Plumb. Supply v. DRC Emer. Services, LLC, No 153-926, Jefferson Parish 1st Parish Ct
Harbor Comm. Church v. Cahaba Disaster Rec., LLC, No. 2013-10113, CDC Orleans Parish, LA

Colletti vs. Tiger Tugz, LLC, No. 10-1099, USDC WDLA
Bayou Fuel v. DRC Emergency Services, LLC, Case No. 11-2894, USDC EDLA
DRC Emergency Servs., LLC, et al v. ARHB, LLC, No. 57-239, 25th JDC Plaquemines Parish, LA
GIECO v. DRC Emergency Services, LLC, et al, No. 09-9669, CDC Orleans Parish, LA
Strohmeyer v. DRC Emergency Servs., LLC, et al, No. 57-235, 25th JDC Plaquemines Parish, LA
Good Streak Marine v. DRC Emer. Servs., LLC, No. 58-882, 25th JDC Plaquemines Parish, LA
Llewellyn v. Gonzales, et al, No. 2009, 15th JDC Lafayette Parish, LA
DRC Emergency Services, LLC v. City of Louisville, MS, No. 14-087, Cir. Ct. Winston Co. MS
Touchstone v. DRC Emergency Services, LLC, No. 11-185, USDC NDMS
Graves and Palmertree v. DRC Emergency Services, LLC, No. 2012-179, Desoto Co. MS
Dien's Auto Sales & Salvage, Inc. v. DRC Emer. Servs., LLC, No. 11-107, Cir. Ct. Desoto Co. MS
Envir. Works, Inc. v DRC Emer. Servs., LLC, Cir. Ct., Greene Co., MO, Case No. 1331-CC00237
Waste Corp. of Missouri v. DRC Emer. Servs., LLC, No. 12AO-CC00081, Cir. Ct. Jasper Co. MO
DRC Emergency Services, LLC v. Fuzzell, No. 15-1000, USDC Southern District of New York
Luther S. Pate, IV v. DRC Emergency Services, LLC, et al, No. 654058, Sup. Ct. NY Co., NY
Caroline-A-Contracting v. DRC, Inc., No. 12-CvD-0394, North Carolina
Moorhead Electric v. DRC Emergency Services, LLC, et al, No. 12-126, USDC NDND
Wagner Construction v. DRC Emergency Services, LLC, No. 12-144, USDC NDND
Commerce Street Capital v. Pate, et al, No. 14-1802, USDC NDTX
Segler Enterprises v. DRC Emergency Services, LLC, No. 931,609, Harris Co. TX
Wells v DRC Emergency Services, LLC, No. JC-134-11, Small Claims Chambers Co. TX
Mustang Rentals v. DRC Emergency Services, LLC, et al, Dist. Ct., Harris Co. TX No. 2013-22617
Albert J. Isakson v. DRC Emergency Services, et al, USDC SDTX Texas, Case No. 1:12-CV-227
Rankin v. DRC Emergency Services, LLC, No. 10-1343, USDC SDTX
Gonzales v. DRC Emergency Services, LLC, et al, No. 2010-27703, Harris Co. TX Dist. Ct
In re DRC Emergency Servicers, LLC, Case No. 2012-38503, 333rd Judicial Dist. Harris Co. TX
DRC Emer. Servs., LLC v. Galveston Yacht Club, No. 10-4028, 212th JDC, Galveston County, TX
Aguero v. DRC Emergency Services, LLC, et al, No. 966881, County Ct., Harris Co. TX
Recovery Solutions, LLC v. DRC Emer. Servs., LLC, No. 10-436, 10th JDC, Galveston County, TX

Kelley Drye & Warren v. DRC Emergency Services, LLC, Case No. 13-001626C, Sup. Ct. D.C. *In Re: Oil Spill By The Oil Rig "Deepwater Horizon" In The Gulf of Mexico*, USDC EDLA MDL 2179
Caulfield v. DRC Emergency Services, LLC, et al., USDC EDLA Civil Action No. 11-1891
Black v. DRC Emergency Services, LLC, et al., USDC EDLA Civil Action No. 11-867
Pearson v. DRC Emergency Services, LLC, et al., USDC EDLA Civil Action No. 11-863.
Lambert v. DRC Emergency Services, LLC, et al., 24th JDC Jefferson Parish LA No. 702311
Baudier v. DRC Emergency Services, LLC, et al., 24th JDC Jefferson Parish LA No. 703-286
Turner v. DRC Emergency Services, LLC, et al., Case No. 52826, Harris County, TX Cir. Ct
McCormick v. DRC Emergency Services, LLC, No. 11-2141 Harris Co. TX
Turlich v. DRC Emergency Services, LLC, et al., 25th JDC Plaquemines Parish LA No. 59-076
Luke Boudreaux v. The DRC Group, et al., USDC EDLA, Civil Action No. 11-03179
Fitzgerald v. DRC Emergency Services, LLC, et al., USDC EDLA Civil Action No. 13-650.
Matherne Business Associates v. DRC Emergency Services, LLC, USDC EDLA No. 11-449.
Rodrigue Business Associates v. DRC Emergency Services, LLC, USDC EDLA, No. 11-445.
Pearson and Black v. DRC Emergency Services, LLC, USDC EDLA, Civil Action No. 11-778.
Chad Rogers v. DRC Emergency Services, LLC, et al. USDC EDLA Civil Action No. 11-1295.
Frelich v. DRC Emergency Services, LLC, et al., 25th JDC Plaquemines Parish LA No. 59-616.
Foussell, et al, v. DRC Emergency Services, LLC, et al., USDC EDLA No. 11-1195.
Trung v. Emergency Services, LLC, USDC EDLA No. 11-2766.
Daigle v. DRC Emergency Services, LLC, USDC EDLA, Civil Action No. 11-2499.
Duong, et al v. Emergency Services, LLC, USDC EDLA, Civil Action No. 12-814
Duong, et al v. DRC Emergency Services, LLC, USDC EDLA, Civil Action No. 13-605
Dinwiddie v. DRC Emergency Services, LLC, USDC EDLA, Civil Action No. 12-426
Brown v. DRC Emergency Services, LLC, USDC EDLA, Civil Action No. 12-2333
Elmer Rogers v. DRC Emergency Services, LLC, USDC EDLA Civil Action No. 14-2285
Gros, et al v. DRC Emergency Services, LLC, et al., USDC EDLA, Civil Action No. 11-1824
DRC Emergency Services, LLC, et al v. BP, USDC EDLA, Civil Action No. 12-2510
Hayden v. Mitchell Liftboats, LLC, USDC EDLA Case No. 13-5234 and c/w MDL 2179
Hayden v. A.M.C. Liftboats, Inc., USDC EDLA Case No. 13-5235 c/w MDL 2179
In re Triton Asset Leasing GmbH, USDC EDLA, Case No. 10-2771 c/w MDL 2179
Alexander v. DRC Emergency Services, LLC, et al., USDC EDLA No. 11-951 c/w MDL 2179
Group CG Builders v. DRC Emergency Services, LLC, et al., Dominican Republic

DRC Emergency Services, LLC was suspended by the U.S. Air Force in September 2014 for 22 business days relating to a project in Joplin, Missouri that occurred over five and a half years ago when the company was operated under previous ownership. None of the individuals that were named in the suspension are currently employed by DRC Emergency Services, LLC. DRC Emergency Services, LLC operates in good standing with all branches of Government.

On September 12, 2014, the Louisiana Department of Natural Resources, Office of Coastal Management issued a Compliance Order to DRC Emergency Services, LLC for the temporary damage to marsh grass (e.g. tracks in marsh grass caused by marsh buggy and work staging) and ordering a contribution of \$144,058.00 to the State's Coastal Mitigation Account. The Consent Order expressly acknowledged that the habitat area had been naturally restored. The Compliance Order

was appealed and the parties subsequently settled the matter which included a non-admission of liability by DRC Emergency Services, LLC. The matter was dismissed on October 5, 2015.

By Consent Order dated March 9, 2015, the South Carolina Department of Health and Environmental Control assessed a \$10,000 civil penalty against DRC Emergency Services, LLC for burning vegetative debris within 1000 feet from a public roadway. The incident was self-reported by DRC Emergency Services, LLC.

LIST OF ALL JUDGMENTS
OVER A 5 YEAR PERIOD
(May 31, 2011 to May 31, 2016)

1. *Segler Enterprises v. DRC Emergency Services, LLC*, Case No. 931,609, Harris County, Texas. Landlord sued DRCES (tenant) for past-due rent; DRCES (tenant) countersued for damages caused by water leaks in leased premises. DRCES (tenant) prevailed at trial on its counterclaim against landlord for damages. Case settled following trial and was dismissed on February 20, 2013.

2. *Rankin v. DRC Emergency Services, LLC*, Case No. 10-1343, United States District Court for the Southern District of Texas. Collection suit by lower-tier, sub-subcontractor for site management work on a disaster recovery project. Mediation unsuccessful. Case proceeded to trial. Plaintiff verdict at trial. Case settled on appeal; judgment satisfied on July 10, 2012.

3. *Group CG Builders v. DRC Emergency Services, LLC, et al*, United States District Court for the Southern District of Alabama, Case No. 11-729, on appeal to the U.S. 11th Circuit Court of Appeals, Case No. 12-14586. Collection suit by lower-tier, sub-subcontractor for disaster recovery work performed in Haiti. On motion of defendants, suit dismissed by United States District Court; plaintiff appealed; United States 11th Circuit Court of Appeals affirmed District Court's dismissal of lawsuit on August 12, 2013.

DRC has never been named as a defendant in any class actions, industry investigation by Attorney General. For all other lawsuits, please see above.

DRC has never had any contract awarded terminated in default or convenience by another government agency.

DRC understands it has a continuing duty to inform the City of any new claims filed against the Respondent.

ENGAGEMENT APPROACH AND SCHEDULE

The primary mission of DRC Emergency Services, LLC is to provide a professional, honest and immediate response to natural and man-made disasters.

EVENT TYPE 1: SPOT JOBS - LOCALIZED

In this scenario, the contractor may be called upon only to provide removal, hauling, and/or reduction by chain saw of localized woody debris. The work will most likely be assisting City resources. Much of this work will be awarded by personnel and equipment rates or in combination thereof with an individual job total. Proposers shall provide proof of experience: with site management and FEMA requirements, rules, and regulations to qualify for this scope.

RESPONSE

This scenario best describes “the emergency push.” This operation has a duration of not more than 70 hours and is the only debris work that qualifies for hourly pay and reimbursement under FEMA guidelines. The operational aspects of this work is relatively simple and requires very little special training. The most important aspects of this type of operation require advanced identification of priority routes to be cleared (Hospitals, Major Routes, and Fire Stations etc.) and coordination with the Power Company and Public Works. DRC would rely upon its own special equipment and the equipment of its local subcontractors for immediate response within the twelve hours following the event. DRC Emergency Services has performed hundreds of these responses in its 27 year history throughout Florida and the Southeast.

EVENT TYPE 2:

In this event, the contractor shall be capable of providing all necessary supervision of the contractor’s staff and sub-contractors, labor, and all equipment to clear, remove, haul, recycle, and/or dispose of all types of debris with its own resources. City land may be provided for temporary storage upon written approval by the city. Any City land provided shall be reclaimed at the conclusion of the work. The quantity shall not be so significant as to require specialized reduction in volume such as by burning. Any debris waste (anything not recyclable) can be disposed of at the Tomoka Farms Landfill located at 1990 Tomoka Farms Road, Port Orange, Florida 31128. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

EVENT TYPE 3: SIGNIFICANT EVENT - REMOVAL, REDUCTION, HAULING - WOODY DEBRIS ONLY -WIDESPREAD OR CITY/COUNTY WIDE

In this event the contractor shall be capable of providing all necessary supervision of contractor’s staff and sub-contractors, labor, and all equipment to remove, reduce (grind and mulch) and haul woody debris to a disposal site approved by FEMA. This event type may require the development and operation of TDSRS. Any City property provided shall be reclaimed at the conclusion of the work. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

RESPONSE

Small Event

The operating plan detailed in this proposal more closely pertains to events of 250,000 cubic yards or greater (Scenarios 4,5 and 6). Events as small as described in scenarios 2 and 3, (roughly 20,000 cubic yards) would simply involve a scaled down version of the elements described within. Typically, a project as small as this would require only a single TDSR site of 15 or more acres and a single project manager and supervisor. Using five 100 cubic yard self-loaders, the first collection pass should only take 9-10 days with a total project completion accomplished in 15 to 20 days. Scheduling would be prioritized through daily meetings with City Staff member(s). The small amounts of HHW and white goods would be collected and processed separately within the same time frame. The operational elements of such a project are basically the same as will be described for scenarios 4, 5 and 6 however adjusted for scale.

EVENT TYPE 4: SIGNIFICANT EVENT - REMOVAL, REDUCTION, HAULING, AND SEPARATING - MIXED DEBRIS - WIDESPREAD OR CITY/COUNTY WIDE

In this event the contractor shall provide all necessary supervision of contractor's staff and subcontractors, labor, and all equipment to remove, reduce (grind and mulch woody; recycle other) and haul mixed debris to a recycling and disposal site(s) approved by FEMA. This event type may require the development and operation of TDSRS. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope. Any City property provided shall be reclaimed at the conclusion of the work.

EVENT TYPE 5: CATASTROPHIC EVENT - REMOVAL, REDUCTION, HAULING, AND SEPARATING - MIXED DEBRIS - CITY/COUNTY WIDE

In this event the contractor shall provide all necessary supervision, labor, and all equipment to remove, reduce, recycle and haul mixed debris to multiple disposal sites designated by the City. Any City land provided shall be reclaimed at the conclusion of the work. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope. This event type requires the development and operation of TDSRS.

EVENT TYPE 6: CATASTROPHIC EVENT - SITE MANAGEMENT - CITY/COUNTY WIDE

In this event the contractor will be tasked to plan, set up, mobilize equipment, manage, operate, and close out one or more mixed TDSRS countywide including burn operations. The contractor will be responsible for all necessary traffic control, weighing, measuring, reduction, recycling, and all other necessary operations for the operation of the site(s) through close out of the site(s). Contractor will obtain permits in the name of the City. Any City property provided shall be reclaimed at the conclusion of the work. Proposers shall

prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

RESPONSE (Event types 4, 5 and 6)

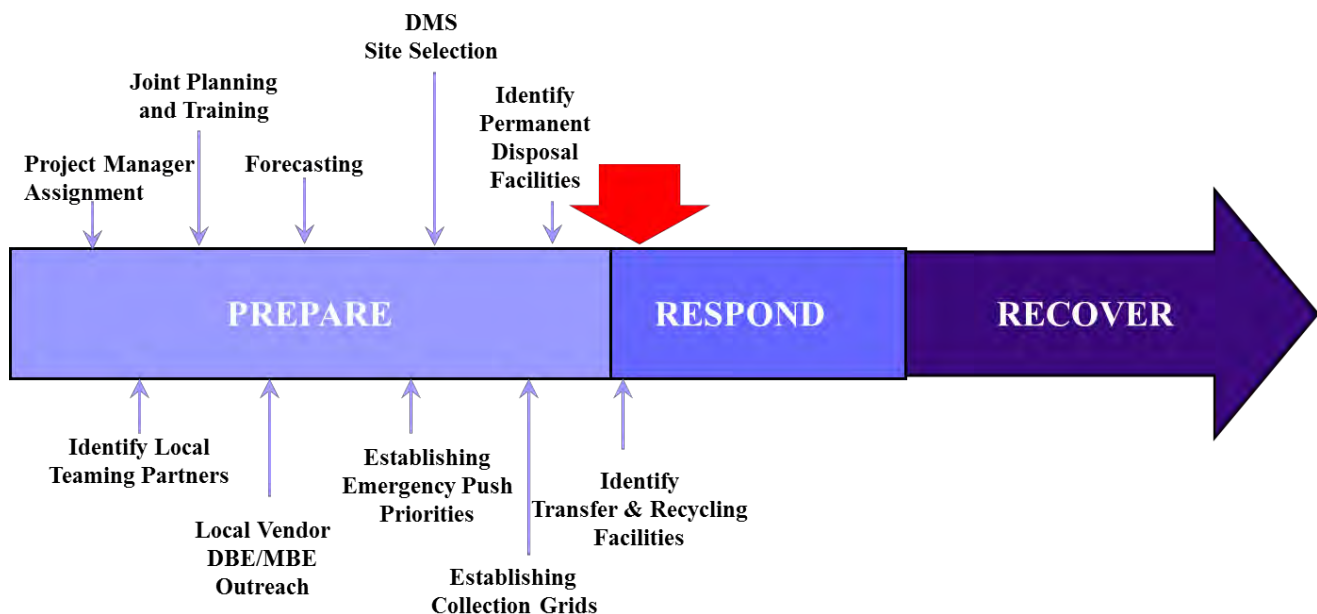
In DRC Emergency Services twenty seven years history, we have established several industry benchmarks while responding to events such as this type (generally events producing greater than one million cubic yards). For instance, in our performance in the City of Houston, Texas in 2008, DRC collected 5.6 million cubic yards of woody debris, operated eight DMS sites in the City alone, while recycling 100% of the processed debris. Additionally, we established a FEMA record that continues to stand, by collecting 440,000 cubic yards in a single operating day.

Simultaneously, in Galveston Texas, DRC responded to a different type of event. The combination of wind and tidal surge produced over 1.5 million cubic yards of mixed debris. DRC operated several DMS sites in the City that called for the separation, processing and recycling of this debris.

The specifics of such operations are described within this tab.

One of the primary missions of any government agency is to protect lives; minimize the loss or degradation of resources; and continue, sustain, and restore operational capability after a disaster strikes in its area of responsibility. DRC Emergency Services, LLC by comprehensive planning support, along with vigorous training, can help local government reach a level of readiness that will allow the government to address these contingencies with confidence. We are committed to helping our clients understand the principals and all hazard aspects of Emergency Management. One of the basic principles of emergency management is that we can and should prepare for the hazard before it occurs and by doing so we are better postured to respond after the disaster-triggering event occurs.

PREPARE



Preparedness involves marshaling the resources needed to respond effectively as well as how to respond when an emergency or disaster occurs. These activities help save lives and minimize damage by preparing people to respond appropriately when an emergency is imminent or actually occurs. To respond properly, a jurisdiction must have a plan for response, trained personnel to respond, and necessary resources with which to respond. DRC can provide comprehensive employee training for plan implementation. This training may include disaster simulation and evaluation, as well as helping the agency modify their Emergency Management Plan (EMP) as needed. Training can also be used to test various plans such as the Comprehensive Emergency Management Plan, Continuity of Operations Plans, Field Operations Guides, etc. DRC is committed to providing the best training possible to its clients. Clients have made significant investments in equipping their first response units, but if the client, first responders and the public they serve have not prepared by training, then the investment will not pay off when it is needed most – during an actual event.

ALERT

When a potential storm arises, DRC personnel monitor the situation and a telephone cascade plan is initiated to alert the Regional Manager and other relevant personnel (see below). Local and area DRC offices are activated.

72 hours before impending impact, the Regional Manager makes contact with The City of Port Orange to discuss the maximum response requirements for a 24-hour, 48-hour and 72-hour response window, as well as potential Temporary Debris Storage and Reduction Sites (if not pre-established in the contract). This information is reported to all vice presidents and senior project managers.

PERSONNEL

The **Vice President** (V.P.) is positioned at DRC headquarters. The V.P. directs and supervises all operational aspects of DRC and team partners in response to a Task Order. The V.P. serves as the primary contact between DRC and the client for all contracts and other communication. Upon Task Order, the V.P. initiates all corporate plans in fulfillment of contract requirements and activates all relevant departments, team partner relationships, subcontract relationships, and reservists. The V.P. supervises and directs mobilization of national corporate resources in response to Task Order until all performance targets are met and serves as corporate “responsible party” until all obligations of the contract are fulfilled.

DRC’s **Project/ Program Manager** are responsible for overall management of day to day operations for a specific project. His duties primarily exist in the oversight of field operations although he serves as administrator of his supervisors and office personnel. All field supervisors, crew supervisors, QC managers, safety managers and site managers report to the project manager throughout every day, 7 days per week. The project manager shall hold daily meetings with staff to discuss all debris mission issues at a central location that is also open to The City of Port Orange. Their duties also include the management of documentation and public relations for the specific project.

The **Operations Manager** (O.M.) is a member of DRC Senior Management assigned as principal liaison to the client for each operation. The Operations Manager will henceforth be on call and available to respond to the point of contact 24 hours a day, 7 days a week throughout the life of the Task Order. The DRC Operations Manager will have full electronic linkage to the client via cell phone, satellite phone, internet, and/or two-way radios. The O.M. will have responsibility for successful completion of a Task Order and is responsible to the client as well as the DRC V.P.

All **Field Supervisors** will be assigned sectors or zones within a specific debris area to manage. They will be responsible for supervising the daily activities of the collection crews working to remove debris. Those subcontractors/ crews within the sector or zone are to report directly to DRC’s field supervisor with any and all issues. If these issues require upper management decisions, then the supervisor is to report to the project manager immediately. The field supervisor communicates with the project manager at a minimum twice per day to update the project manager of the activity in their particular zone or sector.

The field supervisor works “hand in hand” with the sector safety manager and quality control manager to ensure a safe and compliant operation in the field. He answers directly to the project

manager but is instructed to take action if the safety or QC manager raises any safety concerns and has the authority to stop work. Daily and QC reporting is a primary and important function of the field supervisor; they are to fill out and submit daily reports to the project manager for all activities within that zone on a daily basis.

Crew Supervisor will be responsible for individual or a group of crews working within a specific debris zone. The Supervisor will oversee the actual collection and loading of all debris along with the proper segregation and identification of various waste streams such as Vegetative, C&D, White goods and HHW. Supervisors are tasked with directing the individual crews within the zones and their specific zone assignments and ensuring safe traffic control with the aid of the QC manager and Safety Manager. The crew supervisor handles all zone maps and sub-zone maps with individual crews. Subcontractors will be assigned zones and crews will subsequently be assigned sub zones; crew supervisors shall distribute these crew maps and manage their production and boundaries within these zones.

Site Managers shall be assigned to each and every site located within any debris mission to include TDSRS, staging sites and final disposal sites. The Site Managers will oversee and direct all unloading, reduction, traffic control, inspection tower issues, site equipment and trucks. Site Managers report directly to the project manager, but also communicate with the crew and field supervisors.

MOBILIZATION

If the storm becomes a threat, 24-48 hours before impact, manpower and equipment are mobilized and staged in a safe location near the area of impact. Subcontractors are put on notice, and emergency communications are made available. Locations for a mobile command center are scouted and chosen based on factors such as proximity to major roads and severity of impact.

Because DRC ES has partnered with major fuel companies and compiled a list of regional emergency diesel and gasoline suppliers, temporary shortages will not affect operations. Field maintenance/fuel personnel will prepare their assigned maintenance/fuel vehicles for deployment in accordance with the appropriate inventory and safety checklists.

DRC personnel will ensure, that the command center, if utilized, contains all required equipment and supplies, that communications have had a full systems check and that all required equipment/supplies are in order prior to departure. Portable power supplies will also be safety inspected and load tested prior to departure. DRC over-the-road equipment transports and operators will initially conduct equipment transportation. Additional equipment transportation will be contracted, as needed, by over-the-road equipment transporters and operators through pre-established standing agreements.

Compliance Measures

DRC's Safety Officer will conduct a safety briefing and safety equipment check prior to equipment operation to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan. Within three days of Task Order/Notice to Proceed, DRC will

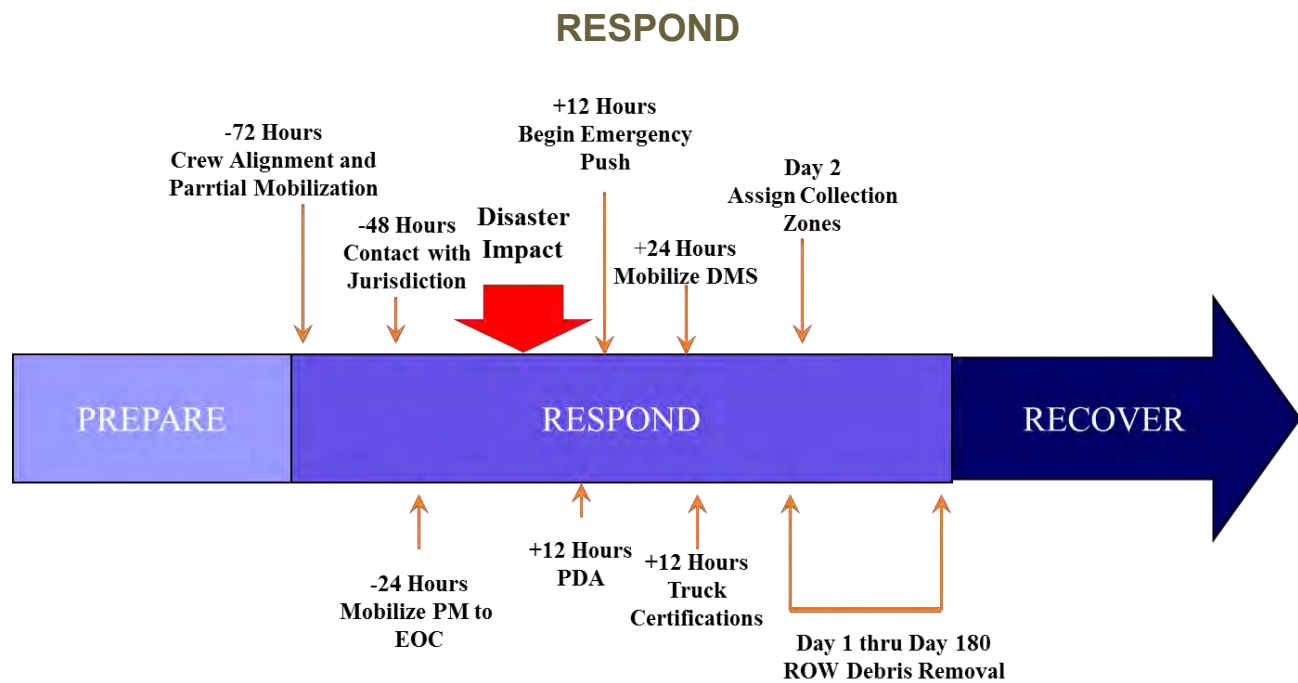
furnish The City of Port Orange with a site-specific Management/Operations plan, along with a Quality Control Plan and site-specific Safety Plan.

All personnel records (management, supervisors, foremen and laborers) will be reviewed prior to deployment to ensure they have documentation of current training.

TDSRS teams will also secure all necessary clearances, permits, and licenses to operate the site(s) and will submit Site Plans to The City of Port Orange complete with Site Specific Safety and/or Accident Prevention Plans, a Traffic Control Plan to properly manage site ingress and egress, a Dust Control Plan, and/or a Fire Prevention Plan, plus a complete Subcontracting Plan listing all subcontractors. Within 48-72 hours, TDSRS location(s) will be fully operational, complete with ingress and egress points, inspection towers, water runoff protection, and containment berms and/or geotextile.

PUBLIC NOTICES

DRC will provide weekly public notices of the debris removal schedule. These notices will be advertised in local major newspapers and will be of sufficient size to be easily seen by readers. They will also be advertised on at least two local major radio stations which have markets in the City of Port Orange. These announcements will be aired a minimum of four (4) times daily during the period with peak listeners for a minimum of thirty (30) seconds each and be run a minimum of three (3) days per week. DRC understands that all public notices must be approved by the City of Port Orange prior to release. The notices will contain a description of the work, how debris should be placed on the right of way, what eligible debris is, and the schedule for removal.



Responding to natural and man-made disasters and emergency clearing of debris is the core business of DRC ES and has been for twenty-seven years. We understand that a response is expected and needed immediately after the disaster occurs to help save lives and minimize loss.

DEBRIS OPERATIONS PLAN

Response Time

As the City's standby Contractor, DRC Emergency Services intends to adhere to the following time frames in which services can be provided without unwarranted delay or interference. DRC ES will mobilize the appropriate number of personnel and equipment crews as required immediately upon request. Advance deployments will be strategically staged in advance of a predicted weather event. DRC will commence mobilization of equipment, operators, and laborers immediately upon receipt of a Task Order that shall meet all requirements of The City of Port Orange.

- **WITHIN 12- 24 HOURS:** DRC ES initiates Emergency Road Clearance (Push) operations with 15-20 crews or more as dictated by the events severity. These crews will work in conjunction with City/County Public Works and the State Department of Transportation. Crews generally consist of a piece of equipment capable of blading the roadway clear (Front Loader, Motor-grader etc.), a chainsaw operator and a ground crew of two persons. This process is operated for 70 total hours only.
- **WITHIN 48 HOURS:** When the initial assessment phase is complete DRC ES submits the required information such as site specific safety plan, insurance, bonds, quality control plan, subcontracting plan with specific subcontractors, location of

staging area, location of Temporary Debris Storage and Reduction Sites, final disposal sites and all applicable licenses, permits, organizational structure etc. Truck certification is underway from the Monitor. Emergency Road Clearance is complete, DMS final selection is complete, permits applications for use have been completed and construction is underway. DRC ES's projected management staff, including subcontractors and consultants, have become operational. All loading and hauling operations have begun.

- **WITHIN 72 HOURS: 75% MOBILIZATION** - At this level of mobilization, the average daily production rate for load and haul will be approximately 25,000 cubic yards/day and will involve 50 hauling trucks (mostly self-loaders).
- **WITHIN 96 HOURS: 100% MOBILIZATION:** Considering the volumes estimated within this model (one million cubic yards), DRC ES will be operating 70 pieces of equipment and support (flaggers, ground maintenance crews, supervisors etc.). The daily collection volume will average 35,000 cubic yards per day. The load and haul portion of this debris project can be concluded within 45 days with TDSRS site operations and closure lasting a total of 60 days.

DRC Emergency Services proposes the following time frames in which services can be provided without unwarranted delay or interference:

Project Mobilization Team

DRC ES's Project Mobilization Team of Project Managers and administrative staff will be on site within 12 hours of Task Order notification prior to or immediately following a disaster event. The Team will then conduct an immediate disaster assessment in coordination with the City staff and begin the staging and deployment of equipment, crews and logistical support.

DRC ES staff has established the site location(s) used for the temporary field office/s, communication unit, lay-down yard and support systems at our local teaming Partner(s) locations.

Operations Manager

The Senior Management together with the Project Management Team will assign and provide a DRC ES Program Manager to the City debris Manager. The Program Manager will henceforth be on call and available to respond to the County's Debris Manager 24 hours a day, 7 days a week throughout the life of the Project. The DRC ES Program Manager will have full electronic linkage to the owner via cell phone, satellite phone, internet, and/or two-way radios.

Operational Plans

Within 3 days of NTP, DRC ES will furnish the City Debris Manager with a Management/Operations plan specific to the Task Order and with a Site Specific Safety Plan. DRC ES will also furnish the City with a complete Subcontracting Plan listing all subcontractors being used and intended to be used.

Measurement

Beginning during the mobilization phase (12-24 hours after impact), trucks and trailers used for the purpose of transporting debris will be measured by the monitoring firm. DRC ES will provide appropriate measurement forms as specified by the City and certifications will be entered into the monitor's electronic system. A placard will be secured to each vehicle which specifies truck identification and cubic yard capacity.

MOBILIZATION-EMERGENCY DEBRIS ROAD CLEARANCE (PUSH)

This operation is accomplished when time is of the essence, normally within the first 70 hours after an event. Although this is a time critical operation, safety of personnel and the general public is paramount to a successful operation. Extreme caution must be exercised during this phase of the debris management operation to avoid downed live electrical wires and other such dangerous circumstances. Once this task is accomplished, or coinciding with the progress of this task, debris removal from public easements, property and rights-of-way begins.

As tasked by the City, DRC ES will supplement Emergency Road Clearance which involves the emergency clearing, cutting, tossing and/or pushing of debris from the primary transportation routes to the medians or sides of the public rights-of-way (ROW). Under direction of the City and the Monitor, DRC ES crews will work independently or in conjunction with the City/County's and State DOT crews to temporarily clear debris from pre-designated critical arteries to facilitate the movement of emergency vehicles and other critical traffic in the immediate aftermath of a disaster. Only a single lane is usually cleared at first with the additional lanes being cleared according to the needs and requirements of the City. In addition, entrances and routes to hospitals and emergency service facilities, such as fire and police departments, are given priority during this emergency debris and fallen tree clearance period. The equipment utilized in this operation can include, but is not limited to: large rubber tired loaders with grapples or rakes; small bobcat type loaders to access narrow areas; and other specialized clearing equipment as may be required by local conditions. Additionally, service trucks for maintenance and/or fuel and vehicles for personnel transportation and supervision are required. Personnel, such as heavy equipment operators, truck drivers, and operators with

DRC Emergency Services, LLC	
Contract # _____	
Location _____	
Cubic Yard Load Ticket	
No. 132191	
Agency Initials _____	Zone/Area _____
Date: _____	Mileage _____
Time: _____	
Crew No.: _____	Pick-Up Location: _____
Cubic Yard Total: _____	
Truck No.: _____	Truck Capacity: _____
Materials:	
☐ Vegetative	Miles
☐ C + D	☐ 0 - 15
☐ White Goods	☐ 16 - 30
☐ OTHER	☐ 31 - 50
Comments: _____	

Signatures:	
Agency: _____	
DRC ES, LLC: _____	

chainsaws, general laborers with tools, flagmen, mechanics, supervisors, and project managers are always required.

Operations

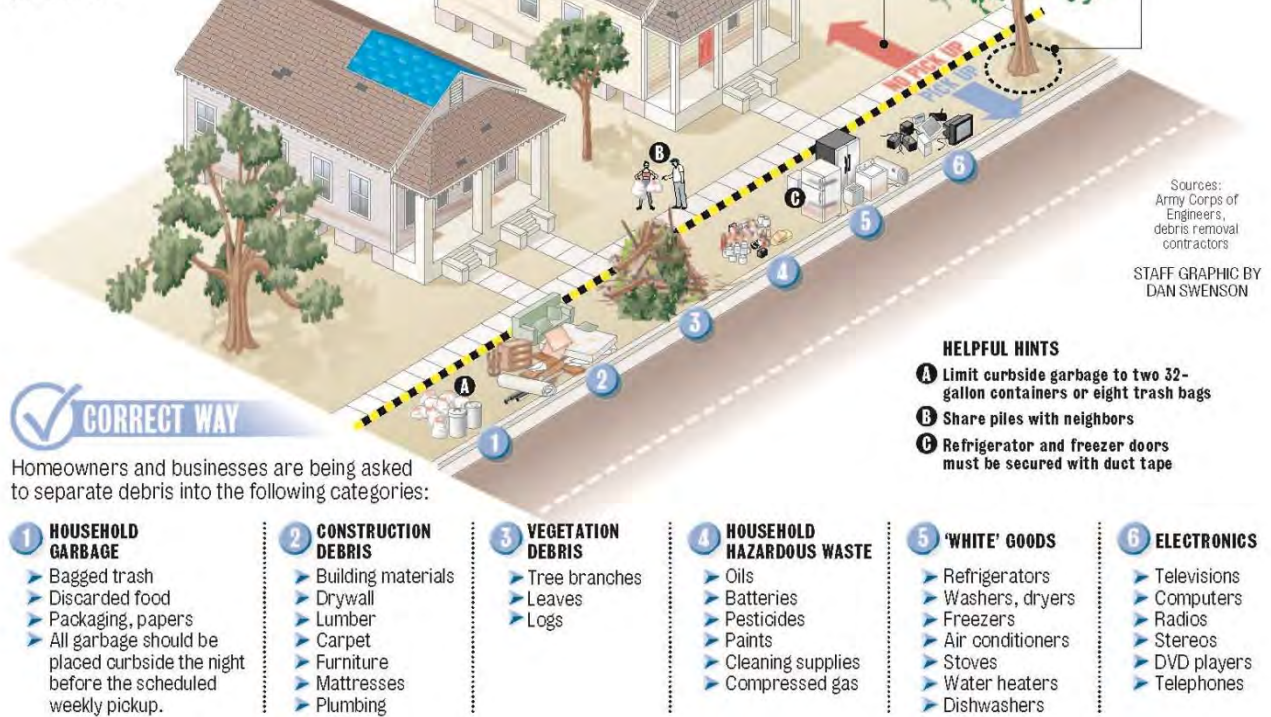
- Clear debris from roads in the order of and number of lanes as tasked by The City of Port Orange.
- Clear debris from parking lots, areas of ingress and egress and any other area of hospitals, shelters, emergency operations center, etc. as tasked by The City of Port Orange.
- Operators and hand crews will be instructed to perform in a workman like manner to prevent damage to salvageable and/or undamaged property and prevent personal injury to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan.
- Attempt to make roadways and intersections as safe as possible from sight and traffic obstructions to ensure compliance with the Accident Prevention Plan and Site Specific Safety Plan.
- All supervisors will maintain personnel and equipment hours on a per day basis.

DEBRIS REMOVAL FROM PUBLIC RIGHTS OF WAY

Through the installment of PSAs, public participation can enhance the efficiency of the collection/material separation process. A typical flyer which defines material separation:

PICKING UP THE PIECES

Following these specific guidelines when hauling hurricane-related debris and household garbage to the curb will make for a speedier removal process



MULTIPLE SCHEDULED PASSES

In order to allow citizens and municipal agencies to return to their properties and bring debris to the right-of-way as recovery progresses, multiple scheduled passes of each area impacted by the disaster may be required. Typically, three passes are performed to ensure a quality and complete performance of the work required.

Each location where debris collection is performed shall be under the direction of a qualified supervisor and a representative from the monitoring firm. Electrical equipment or conductors in the vicinity shall be considered energized. Prior to collection operations, the employee operators shall consider:

- Trees and the surrounding area for anything that may cause trouble when the trees are loaded.
- Shape of the tree, the lean of the tree, and decayed or weak spots

- Wind force
- Location of bystanders
- Electrical hazards
- Traffic control devices/personnel

The work area shall be cleared to ensure safe working conditions. Brush and logs shall not be allowed to create a hazard at the work site. Logs and brush shall be securely loaded onto trucks in such a manner as not to obscure tail or brake lights and vision, or to overhang the side of the vehicle.

LOADING AND HAULING OPERATIONS

All field supervisors shall ensure that all debris disposal-hauling operators are licensed and/or certified to operate required equipment. All debris disposal operators will be given area maps designating assignment/authorized areas of operations as well as transport routes designated and/or approved by the City. All debris equipment operators shall visibly display colored placards provided by the Contractor and, if applicable, the City. Any signs provided by the government will be displayed on both sides of the forward most section of the vehicle bed, unless otherwise directed by the City. Colored paper signs/passes will be displayed in the driver's side windshield of each vehicle. The color of the sign/pass is subject to change, without notice, to ensure quality control measures and regarding authority to exit work sites and enter disposal site(s). This system, in conjunction with the Monitoring Firm's electronic monitoring system, provides a redundant check and balance.

All debris will be picked up and loaded into haul trucks in a safe and workman-like manner to ensure compliance with the Accident Prevention Plan. *Safety will not be compromised.* All crew foreman and field supervisors will be responsible to ensure a rapid and cost effective as possible operation. Hand crews, to ensure maximum loading and safe transport of material and will right size all vegetative debris. All construction and demolition materials will be sized using heavy equipment to ensure maximum loading and safe transport of materials within DOT standards. Traffic control personnel, with appropriate traffic control safety equipment, will be stationed at each TDSRS approach point (where practical) to maintain traffic control and prevent personal injury.

This operation specifically entails the recovery and removal (pick-up and hauling) of all eligible debris from public easements, property and rights-of-way to designated Temporary Debris Storage and Reduction Sites and/or directly to a final disposal site. Eligible debris is typically that debris which was either generated directly by the event or as a result of the event, and is in the public Right of Way and not on private property unless PPDR has been authorized:

1. Vegetative debris (stumps, logs and limbs)
2. Construction and demolition (C&D) debris
3. Metals
4. White goods (refrigerators, air conditioners, washers and dryers, etc.)

5. Electronics
6. Household Garbage
7. Hazardous and toxic wastes (HTW) (industrial, commercial and household)
8. Asbestos Containing Material (ACM)
9. Soils and Sand

The equipment and personnel utilized for each operational phase will vary by the type, quantity and location and proposed disposal and/or reduction method of the debris. In all operations, regardless of type of debris, appropriate personal protective equipment for personnel is critical and will be employed.

Debris not defined as eligible by FEMA Publication 325 or State or Federal Disaster Specific Guidance or policies will not be loaded, hauled, or dumped.

PRIVATE PROPERTY DEBRIS REMOVAL

FEMA may extend public assistance to private property debris removal when it poses a threat to the public. Most likely an event such as the one being modeled herein will require a PPDR Program. When requested, the Contractor under the direction of the Monitor will initiate and manage a Right of Entry (ROE) program to remove debris on private property and/or demolish private structures that present a public safety hazard. Access must be granted by the property owner prior to entering their property, unless there is an immediate threat to the lives, health and safety of the owner's citizens. FEMA 325 guide outlines procedures in more detail.

DEMOLITION

DRC Emergency Services, LLC employs many experienced supervisors, project managers, operators, and other technicians, many of whom have many years of experience in the demolition field. Demolition projects will be staffed with a Superintendent to oversee daily operations and a Project Manager responsible for subcontractor relations, schedule maintenance, and coordination with The City of Port Orange.

All demolition operations will be conducted in a safe, environmentally responsible manner, in accordance with the requirements of the local government. Operations will proceed with the disconnection of utilities to all structures. The structures will then be demolished to the slab on grade level. Structures will be removed completely prior to the removal of any street or curb improvements, so that a clean and durable means of ingress and egress can be maintained during demolition operations. Slabs on grade will be excavated and removed. Once a structure has been completely removed, the area will be stabilized using the clearing and grubbing methods described herein.

Existing structures will be demolished using conventional construction equipment such as excavators, track loaders and bull dozers. Concrete slabs will be excavated using track type excavators and hammers (if necessary) and will then be crushed on site using portable concrete crushing technology. Debris and recycled materials will be removed from the site using dump trucks.

REMOVAL OF HAZARDOUS STUMPS

Throughout its history, DRC has been activated on hundreds of contracts which require the removal of hazardous stumps. Typically the stump removal is included in the final pass of the ROW phase of the project. Stumps that are smaller than the minimum required to be billed under the stump line item will be hauled at the vegetative debris rate. For the stumps that qualify for billing under one of the stump line, the hazardous stump removal process begins by the monitoring firm or City representative measuring the stump and issuing a ticket with the stump measurement. DRC will then remove the stump and haul it utilizing the same equipment used to haul the vegetative debris. If the stump is too large to be hauled in this manner, a dedicated stump removal crew with a larger piece of loading equipment (typically a rubber tired front end loader) and a flatbed trailer will be used to load and haul these large hazardous stumps. All proper work zone safety and traffic control will be used during this process. After extracting the hazardous stumps, DRC crews will backfill the holes with the proper soil type.

A stump may be determined to be hazardous and eligible for Public Assistance grant funding as a per-unit cost for stump removal if it meets all of the following criteria:

- It has 50 percent or more of the root-ball exposed (less than 50 percent of the root-ball exposed should be flush cut);
- It is greater than 24 inches in diameter, as measured 24 inches above the ground;
- It is on improved public property or a public right-of-way; and
- It poses an immediate threat to life, and public health and safety.

HAZARDOUS TREE AND LIMB REMOVAL

DRC Emergency Services has extensive experience in the removal of downed trees, felling damaged trees and clearing of vegetative debris. In all aspects of this work DRC ensures its employees work in a safe and efficient manner, utilizing the most appropriate equipment and best work practices.

An eligibility determination shall be made by the jurisdiction or its representative using the following criteria:

* A tree is considered "hazardous" if its condition was caused by the disaster; if it is an immediate threat to lives, public health and safety, or improved property; and if it is six inches in diameter or greater, when measured two feet from the ground; and one or more of the following criteria are met:

- It has more than 50 percent of the crown damaged or destroyed.
- It has a split trunk or broken branches that expose the heartwood.
- It has fallen or been uprooted within a public use area.
- It is leaning at an angle greater than 30 degrees.

Trees determined by the jurisdiction to be hazardous and that have less than 50 percent of the root-ball exposed should be cut flush at the ground level. The cut portion of the tree will be

included with regular vegetative debris. The eligible scope-of-work for a hazardous tree may include removing the leaning portion and cutting the stump to ground level.

Right of way (ROW) removal of dangerous hanging limbs (hangers)
Criteria for the removal of hangers will be determined by the jurisdiction using the following criteria:

Limbs must be:

- Greater than 2" in diameter
- Still hanging in a tree and threatening a public-use area (trails, sidewalks, golf cart paths)
- Located on improved public property

All hazardous limbs in a tree should be cut at the same time, not in passes for particular sizes. DRC specialized equipment, such as Giraffes or circular telescoping trimming apparatus that is capable of making hundreds of cuts in a ten hour day.

Downed trees will be removed utilizing a combination of ground crews and equipment, the exact mix of which will depend on the disposition of the debris material. For example, trees on roadways will first be moved to the right-of-way (ROW) with heavy equipment (e.g. front end loader, excavator, skid-steer loader) before being cut by a ground crew into portions which can be placed in self-loading knuckle-boom trucks.

Eligible trees off the ROW will be pulled towards the roadway with heavy equipment before being reduced to an appropriate size and placed in self-loading trucks.

Standing or leaning damaged trees will be felled to the ground before reduction and loading, as described above. The felling of trees will be by certified fallers with chainsaws or with tree felling equipment (e.g. Hydro-Ax) and on some occasion Feller-bunchers, depending on location, access and size.

Vegetative debris on the ground will be handled as described for downed trees, with equipment used to pile the debris on the ROW where it can be accessed by self-loading trucks for removal and disposal.

DRC places safety above all else in all its work and all employees on site will be trained for their specific tasks. Appropriate personal protective and safety equipment (PPSE) will be worn at all times (e.g. head, hearing and hand protection) on the job site. Chainsaw operators shall be required to wear approved leg (chaps) and foot protection in addition to the mandatory PPSE.

Only designated, qualified personnel shall operate machinery and mechanized equipment. Machinery or equipment shall not be operated in a manner that will endanger persons or property, nor shall the safe operating speeds or loads be exceeded.

All machinery and equipment shall be inspected daily to ensure safe operating conditions: Certified personnel will conduct the daily inspections and tests. Tests shall be made at the beginning of each shift during which the equipment is found to be unsafe, or whenever a deficiency which affects the safe operation of equipment is observed, the equipment shall be immediately taken out of service and its use prohibited until unsafe conditions have been

corrected. Records of tests and inspections shall be maintained at the site by the contractor, and shall be made available upon request of the designated authority, and shall become part of the project file.

DRC Emergency Services, LLC and its subcontractors, own substantial trucks and specialized pieces of heavy equipment, attachments and support equipment specifically designed for emergency response. DRC and/or their subcontractors have national priority contracts with multiple national equipment leasing companies and subcontractors and/or independent contractors through which hundreds of trucks and/or pieces of heavy loading equipment are available to supplement DRC's and/or the subcontractor's fleets.

LAND BASED VEHICLE AND VESSEL REMOVAL

DRC has extensive experience in the recovery of post disaster vehicles and vessels initially in Guam and most recently following hurricane Katrina in Louisiana. The Louisiana project involved the recovery of vehicle and vessels throughout the state of Louisiana and a specific projection for identification, return, and ultimate recycling.

Vehicle and vessel recovery programs typically involve multiple aggregation sites where the collected vehicles and vessels are systematically placed. The process varies from state to state, however, a notification process following legal guidelines is always a prominent part of the program. Additionally, fluids, tires, and Freon containing parts must be dealt with using an ecological method. Ultimately the goal of the program is the release of the vehicle and vessel to its proper owner and insurance companies with the balance of the units being recycled. In Louisiana, the proceeds from the scrap metal recycled reverted back to the state.

CANAL/WATERWAY DEBRIS REMOVAL

DRC will coordinate with the appropriate local, state or federal agencies with jurisdictional authority to remove debris in natural or manmade waterways within the City limits. DRC will mobilize small barges, marsh buggies, airboats and additional small watercraft from existing marinas and public/private access points. Due to the shallow water depths and tidal movement, we propose to use smaller watercrafts that are configured to work in these draft environments.

EXPERTISE IN THE REMOVAL OF DEAD ANIMALS AND PUTRESCENT DISPOSAL

Improper disposal of animal carcasses can contaminate drinking water sources or spread disease. It is DRC Emergency Services, LLC's policy to handle and dispose of animal remains with care and in accordance with all state and local regulations.

If possible, all identified carcasses should be disposed of within 48 hours of death. There are several approved methods for the disposal of animal carcasses:

- **Incineration** at a secure and pre-approved site.
- **Deposition** in a contained landfill approved for remains disposal.
- **Composting**, with approval, is a sanitary and practical method of carcass disposal.

Breakdown of the carcass occurs by bacterial degradation and yields an odorless, humus-like substance that can be applied to fields using common manure-spreading equipment. Fertilizer values typical of composted carcass material contain 25 lb. of nitrogen/ton, 13 lb. of phosphorous/ton, and 7 lb. of potassium/ton. The use of composting as a method for the disposal of carcasses often requires a permit from the state's Department of Agriculture. Properly designed composting systems have a positive environmental impact, reduce the amount of solid waste that may potentially be dumped into landfills, yield no air or water pollution, and require no chemical additives. The ingredients required for composting are simply moisture, air, bacteria, and a carbon source (straw, inedible feed, bedding material, and other materials).

Animal carcasses will be transported in a covered vehicle; the bed or tank will be constructed so that no drippings or seepage from the carcass can escape from the vehicle. Any animals found that are suspected to have died of a highly contagious, infectious, or communicable disease will be transported by certified professionals and in accordance with all state and local laws and regulations.

CLEAN FILL DIRT

DRC will place compacted fill dirt in ruts created by equipment, holes created by stump ends, and other areas that pose a hazard to public access upon direction of the City. This clean fill dirt will be compacted and directed by the City.

MAJOR DEBRIS TYPES AND SPECIALIZED REQUIREMENTS

All debris will be processed and segregated into the following five main categories:

- **Vegetative Debris**

Vegetative debris operations equipment may include, but is not limited to: rubber tired loaders with buckets, rakes or grapples; rubber tired excavators with grapples or thumbs; tele-handlers; track type loaders with rakes, grapples (to be utilized only under certain permitted conditions); trailer or truck mounted knuckle booms with grapples or clam shells; self-loading trucks (knuckle boom with grapples or clam shells); farm type tractors with box blades, flat blades or brooms; bobcat type loaders; bucket trucks with 50' booms for hazardous tree and limb trimming (including Hanger and Leaners located on improved public property, overhanging and threatening a public use area or a possible threat to traffic); 30 ton or larger cranes to remove heavy stumps and or trunks; haul trucks ranging in size from 16 to 120 cubic yard capacity; roll-off dumpsters; flat-bed tractor trailers to transport equipment or stumps and oversized tree trunks, fuel and service trucks.

Vegetative debris operations personnel requirements may include, but are not limited to, equipment operators; superintendents with trucks; foremen with trucks; operators with chainsaws; traffic control personnel; general laborers with tools; safety personnel; mechanics; hazardous materials technicians; documentation personnel; quality assurance personnel and project managers.

- **Construction and Demolition (C & D) Debris**

C&D debris operations may use the same equipment as for vegetative debris. Curbside separation by the contractor and public is important to ensure proper segregation of vegetative and C&D debris and to segregate any hazardous and/or household hazardous waste. A debris pick-up and haul operation that is primarily focused on C&D debris may also require TDSRS equipment such as: D-6 or larger dozers; track-type excavators with impact hammers, electromagnets and/or concrete shears and/or grapples and other specialized equipment to segregate or prepare the debris for transport. The personnel requirements for C&D debris operations are similar, if not identical, to those of vegetative debris operations. The Contractor and its subcontractors have made provisions to acquire necessary equipment. Access to additional equipment required for these services, including front-end loaders, excavators, rubber-tired backhoes with grapples, knuckle boom loaders, dump trucks, dump trailers and service trucks have been located.

- **Metallic Debris and White Goods**

White goods can present a difficult dilemma to the recovery efforts. If white goods contain Freon, the Freon must be removed before it is accidentally released into the air in violation of the U.S. Environmental Protection Agency regulations. Typically, white goods are moved to Temporary Debris Storage and Reduction Sites prior to Freon removal so the removal activities can be more effectively monitored and thoroughly controlled. Freon is then removed by a licensed Freon recycler and the white goods are crushed or shredded in the recycling program.

White goods recovery (pick-up and haul), with the exception of white goods requiring Freon recovery, is treated and accomplished as though it were either C&D debris or recyclable debris, dependent upon the final disposal source. Each Freon containing piece of white goods should be hand or mechanically loaded in such a way as to not allow crushing of the Freon lines or premature release of the Freon. Equipment and personnel would also be treated as a C&D debris or recyclable debris operation, dependent upon the final disposal source. DRC has extensive experience with white goods and Freon recovery. DRC recovered, shred and removed an estimated 80,000 pieces of white goods in one major storm alone.

Removal of Freon, chemicals, food, and/or fluids from white goods will be accomplished only by properly licensed and credentialed personnel.

- **Household Hazardous Waste and Hazardous Toxic Waste**

Hazardous and toxic waste (HTW and HHW) requires special handling that must be accomplished with very precise adherence to standards and regulations. Safety to the workers and the citizens of the area is paramount. With this in mind, the Contractor works with their specialized subcontractors to establish and implement proper handling procedures for HTW and HHW. These procedures include the segregation and removal of HTW and HHW from the debris stream at the curbside. Additional recovery of HTW and HHW will/can occur within each TDSRS. Recovered HTW and HHW is removed to a proper disposal site or temporarily stored in the lined or contained HTW and HHW disposal areas constructed within each TDSRS as required. DRC ES will set up a lined containment area and separate any Household Hazardous Waste inadvertently delivered to a TDSRS by debris haulers and will be responsible for the removal and disposal of this

material. Commercial and industrial hazardous waste such as chemicals, gas containers, transformers, and any other form of hazardous or toxic matter will also be set aside for collection and disposal.

HTW must be collected, handled and disposed of by specially trained HAZMAT technicians. In addition, DRC ES intends to utilize national or regional firms who are fully licensed and accredited to manage, handle and dispose of HTW.

- **Asbestos Containing Materials**

Known or suspect asbestos containing material will be segregated from other debris and handled only by licensed and certified asbestos supervisors of the Debris Contractor. ACMs will be encapsulated for hauling, in accordance with OSHA, EPA and State of Florida.

TEMPORARY DEBRIS STORAGE AND REDUCTION SITE OPERATIONS



Staging

Within 24 hours of Task Order, personnel and equipment will be deployed to establish Temporary Debris Storage and Reduction Site (TSDRS) at locations identified within in conjunction with the City Environmental Manager. The operation may include, but is not limited to the building of roads, erecting of fences, construction of containment areas, and placement of inspection towers. At minimum, the

TDSRS equipment and crew may consist of: Air Curtain Incinerator, one track-hoe, two dozers, two towers, five 16-20 cubic yard dump trucks, one rubber tired loader, one water truck, one motor grader, tub grinder, one site manager, one night manager, eight equipment operators, two supervisors, five laborers and sufficient light plants.

DRC ES shall provide all specified equipment, operators, and laborers for TDSRS management, debris reduction processing and recycling operations.

TDSRS Teams will also secure all necessary clearances, permits, and licenses to operate the site(s) and will submit Site Plans to the owner complete with Site Specific Safety and/or Accident Prevention Plans, a Traffic Control Plan to properly manage site ingress and egress, a Dust Control Plan, and a Fire Prevention Plan. Within 48-72 hours, required TDSRS location(s) will be fully operational complete with ingress and egress points and inspection towers.

The inspection of every load, in and out, is critical to the documentation of the overall process. The TDSRS inspection towers provide a location for load verification and documentation by the Monitor of all incoming and outgoing debris. Once documented, all debris is processed in accordance with applicable local, state and federal rules, standards, and regulations

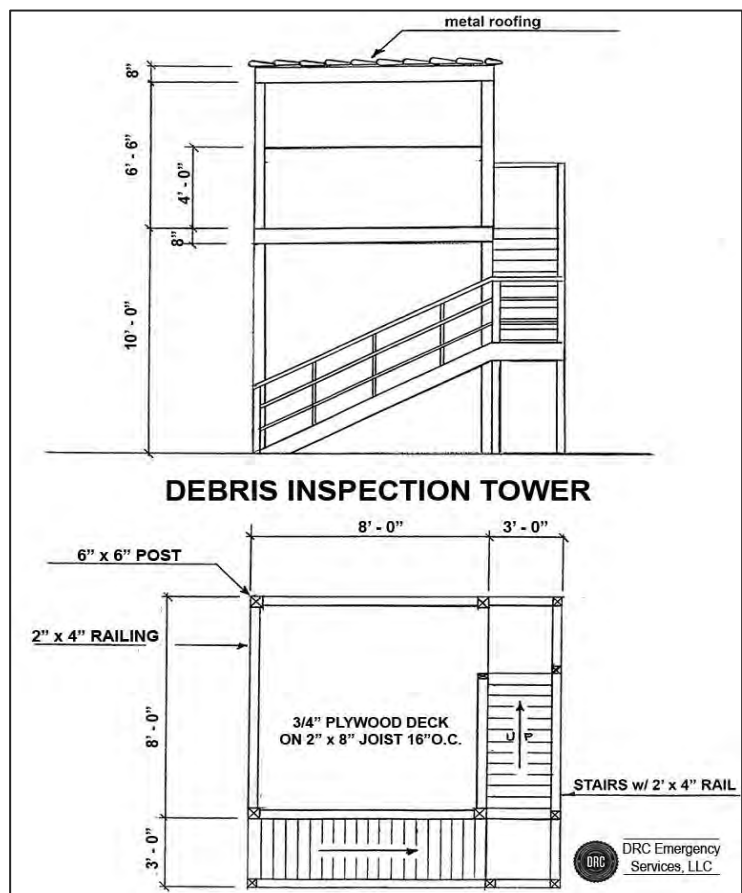
Maintenance/Fuel Vehicles And Personnel

Maintenance/fuel vehicles will be assigned and manned as needed to provide an adequate supply of fuel to maintain equipment operations. Maintenance/fuel vehicles will be assigned and manned as needed to provide all required field maintenance.

Site Safety Plan

The following information will be utilized to create a location specific site management plan and site safety plan.

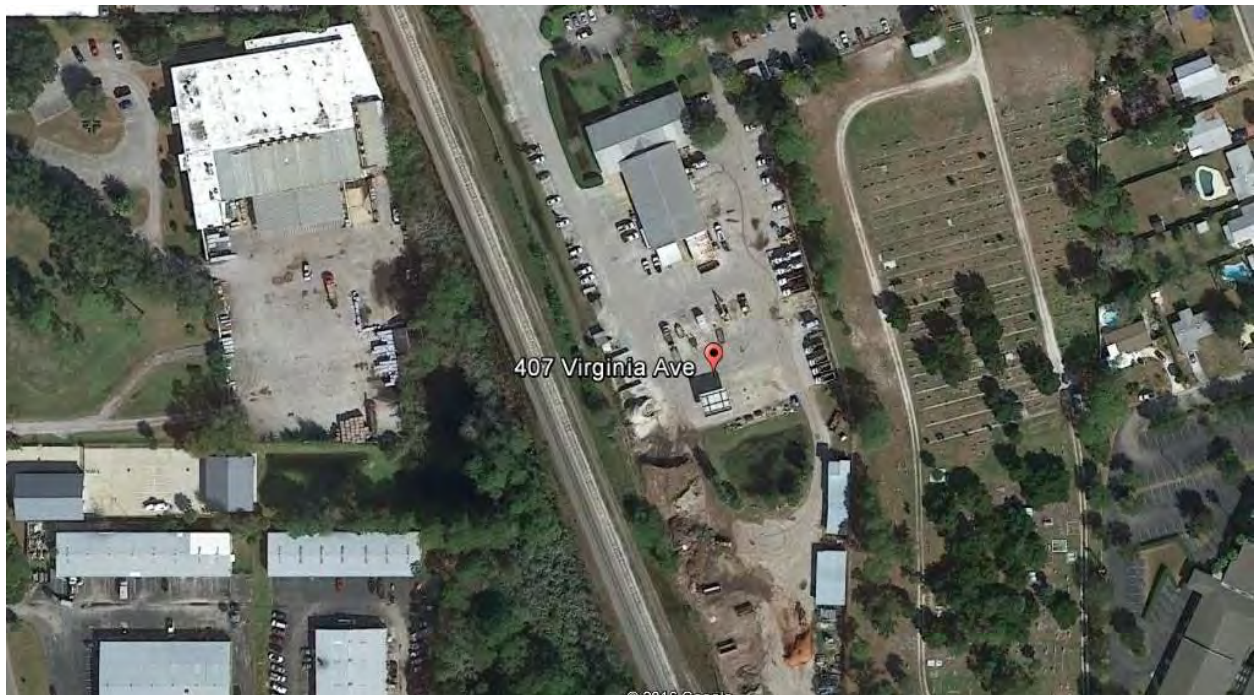
- Site Access** - Separate points of ingress and egress should be established if possible. Temporary acceleration and deceleration lanes should be established adjacent to the primary road leading to and from site access points, approved by the City. All temporary roads leading to and through the debris-staging site should be constructed and maintained for all weather use.
- Inspection Towers** - Inspection towers shall be constructed to facilitate observation and quantification of debris hauled for storage at debris staging sites. Ideally, one tower shall be positioned at the point of ingress for use by the Monitor's inspector and possibly a City inspector, one tower at the point of egress to ensure all debris hauling trucks are in fact empty upon leaving the site. One tower may be utilized if the ingress and egress point is the same.
- Traffic Controls** - Traffic control personnel, with appropriate traffic control safety equipment, will be stationed at the ingress observation tower to maintain vehicular and pedestrian traffic control. Additional traffic control personnel will be stationed throughout the site, as needed, to enforce proper dumping and prevent personal injury to ensure compliance with the Accident Prevention Plan.



- **Clearing And Grading** - Clearing and grading of debris staging sites will be accomplished, to the level required, in accordance with the site management plan and practical necessity.
- **Environmental Protection** - An Environmental Protection Plan will be followed to ensure compliance with required standards (Clean Water Act, Storm Water Act, Resource Conservation and Recovery Act, Superfund Amendments, Reauthorization Act and others). The plan follows FEMA 325 guidelines with procedures concerning erosion control, hazardous and toxic wastes and dust and smoke control.

PROPOSED TEMPORARY DEBRIS STORAGE AND REDUCTION SITES

407 Virginia Avenue



1990 Tomoka Farms Road



DEBRIS STORAGE AREA

Debris will be segregated into 5 main areas of concern as follows unless otherwise instructed by the Government:

- **Vegetative debris** - Vegetative debris will be cleaned of C&D debris to the extent possible to facilitate compliance with requirements for reduction.
- **Construction and Demolition (C&D) Debris** - C&D debris may be dampened prior to dumping and periodically as needed. Segregation of materials within the site will provide for separate piles for wood, metals, bricks and mortar and soils.
- **Recyclable/salvage** - Recyclable/salvageable materials will be stock piled in accordance with FEMA 325
- **White goods** - White goods will be stock piled and prepared for recycling.
- **Hazardous and/or toxic wastes (HTW)** - HTW will be segregated and stored in environmentally approved containment area. All site personnel will receive a safety briefing regarding operations involving HTW to prevent personal injury and ensure compliance with the safety plan. HTW containment site perimeter will be posted and secured for personnel safety.

DEBRIS REDUCTION METHODS

Grinding and/or Chipping Operations

Grinding/Chipping will be used when the situation is required (around populated areas). All vegetative debris will be reduced through grinding and/or chipping and by burning operations when allowed.

Although this operation is preferred for environmental purposes, however, it is the most time consuming and costly reduction method due to material handling, hauling and disposal costs after grinding and/or chipping operations have been accomplished. Grinding and/or chipping operations will be accomplished on the type of debris (vegetative and/or C&D) as directed by the City. Grinding and/or chipping of vegetative debris will be accomplished on the piles of vegetative debris as set out below.

Vegetative debris will be placed into two separate piles. The first pile will be the dumping point until a sufficient quantity has been accumulated to begin a reduction operation. The second pile will be started and accumulated until the reduction of the first pile has been completed at which time dumping of vegetative debris on the second pile will cease and the first pile will be replenished. This rotation will continue until reduction is complete.

Open Air Burning

Open air burning of disaster related debris is will be utilized when approved and appropriate. Open air burning will be accomplished on vegetative debris and/or clean woody debris only when directed by a City task order. All appropriate fire protection measures will be established and maintained in accordance with the site management plan. All personnel involved in open air burning operations will receive safety training. Open air burning will be conducted above ground level. No open air burning will be conducted within 1000 feet of a structure or within 300 feet of the debris pile. An area of not less than 100 feet surrounding each burn site will be cleared of all combustible materials and marked to delineate the area as restricted.

Air Curtain Burning

This method of burning will be used for reduction on vegetative debris and clean woody debris only, unless otherwise directed. All appropriate fire protection measures will be established and maintained in accordance with the site management plan, site safety plan and the government task order. All personnel involved in air curtain burning operations will receive safety training. Air curtain burning will be conducted below ground level in a below ground pit, and above ground when geographically necessary. If above ground burning is required it will be conducted in an approved container suitable for the operation. If a below ground pit is used it shall be at least 8 feet, and no more than 20 feet, in depth and will be no wider than 1.1 times the width of the air curtain nozzle and no longer than 10-12 feet (15 feet maximum). No air curtain burning will be conducted within 1000 feet of a structure or within 300 feet of the debris pile. An area of not less than 100 feet surrounding each burn site will be cleared of all combustible materials and marked to delineate the area as restricted. All burning will be accomplished as set out in the US Army Corps of Engineers "DISASTER GUIDEBOOK."

Ash Disposal Area

At the end of each burning cycle, the ash residue from the burning operations shall be removed from the burning area and placed in a pre-identified Ash Disposal Area. The burning operations personnel will use this area to temporarily store the ash material prior to final disposal. Ash residue will be tested in accordance with the soil testing procedures approved by the final disposal site (TCLP etc.) Control of dust produced as a result of handling and/or storage of ash residue will be accomplished in accordance with the appropriate requirements of the site plan. Once the ash residue has reached a quantity requiring disposal, samples of the ash will be taken

and examined in accordance with the established guidelines to determine the requirements for disposal.

FINAL DEBRIS DISPOSAL

The Contractor will conduct the final disposal of all debris, reduced debris, ash residue and other materials resulting from the debris management process in accordance with the applicable Federal, State and local laws, standards and regulations. The identification and acquiring of the final disposal locations will be a joint effort between the City and the Monitoring Firm. Final disposal locations can vary from the designated Landfill to after-market locations (metal recyclers, municipal recycling facilities, mulching operations, mulch incineration programs, co-generation plants etc.)

RECYCLING STRATEGIES

Vegetative Debris: Vegetative debris such as trees, stumps, brush, and leaf and yard waste make up the largest portion of the debris produced during tornadoes, hurricanes, and other natural disasters. Vegetative debris can be collected, stockpiled, and processed to the specifications of a mulch or boiler fuel product.

Aggregates: Large amounts of aggregate debris such as asphalt pavement and concrete may result from the destruction of roadways during disasters. These materials can be collected, stockpiled, and processed to the specifications for road base aggregate or solid fill material.

Construction and Demolition Debris: Another large component of disaster debris is the construction and demolition (C&D) material that results from the destruction of homes, commercial and non-commercial buildings, and other structures. The materials produced from these sources may include wood, aggregates, metals, gypsum, plastics, and other miscellaneous components. These materials can be managed by using existing recycling facilities.

White Goods and E-waste: Electronic waste is devices or components thereof that contain one or more circuit boards and are used primarily for data transfer or storage, communication, or entertainment purposes. Televisions, computer monitors, DVD players, video cameras, fax and copy machines, video game consoles, radios, cell phones, etc. Electronics contain a hodgepodge of metals and materials that can be dangerous, given the large numbers that are likely to be thrown out in a hurricane's aftermath. Older electronics can contain lead, chromium, cadmium, mercury, nickel and zinc, all toxic to humans. However a number of materials like metals and plastics in electronics can be recycled which saves energy and resources. Metals recovered from white goods are recyclable and marketable.

Other innovative recycling strategies DRC will explore depending on the setting and scope of an event:

Composting to produce valuable fines and to de-contaminated materials: Wood chips, contaminated sediments, and other organic debris may be blended into windrows for thermal composting, such as is used to recycle green waste in many cities.

Segregation of bricks and aggregate for low-grade structural uses: Solid materials such as brick, fractured brick, cinder block, and aggregate may be segregated from the waste stream and used for structural applications such as erosion control, diversion features, landscape elements, and light-duty pavements.

Recycling of glass and ceramics into durable fines: Bottles, windows, and wall elements may be ground into sand-like fines for structural applications as described above, and also for beach renewal.

Recovery of copper and other metals: Copper wire and other metals may be separated and recycled into new wires, signs, and light-duty structures.

Production of biofuels for distributed use: The organic fraction of the debris stream may be pulverized and fashioned into high-BTU pellets, or anaerobically digested into natural gas. The production and sale of refuse-derived energy is economically rewarded because renewable energy credits may be sold along with the energy produced.

TEMPORARY DEBRIS STORAGE AND REDUCTION SITE CLOSEOUT

Restoration is conducted during the closing of each TDSRS. The scope of remediation is determined at closure, relative to terms of the land lease (if any), or City directive. Generally, the site shall be restored to the same condition as it was upon entering. Remediation consists of final removal of all debris (including residual debris), removal and remediation of HTW, abatement of any safety and/or environmental concerns (to include environmental testing and/or monitoring, if required), the removal of temporary structures (including any inspection towers), grading and leveling, removal of roads and fencing, if appropriate, and potentially grassing or seeding of the site, if necessary, to documented pre-use condition.

Documentation and Inspection - A narrative description shall be prepared for each site. Photographs shall be produced to illustrate the current condition of the site compared to beginning photographs. Environmental Sampling to include:

- Soil samples, surface and sub-surface, may be taken and sealed in containers for comparison with post-use samples taken at the time of site closure.
- Prior to sealing these samples, a small portion of each sample will be tested to determine the presence of contaminants prior to use of the site.
- On-site and off-site samples will be taken of any water source.
- Water source samples will be stored and tested using the criteria stated above.
- Samples of both water and soil will be taken in accordance with the above standards after operations have ended (post use samples).
- Pre-use samples and post-use samples will be tested by a Certified Laboratory to establish a baseline for comparison.

Should contaminants be identified in the pre-use field test, a determination of whether or not a particular site or area of a site should be utilized will need to be made by DRC Senior Management and the client representative. Should contaminants be identified in post use test results that were not present in pre-use test results, remediation of the site or area of the site will

be accomplished in accordance with Federal, State and local regulations as well as current industry standards.

Storm debris management by DRC is subject to inspection by the governmental contracting entity and/or any Public Authority in accordance with generally accepted standards, to insure compliance with the contract and applicable local, state and federal laws. DRC will, at all times, provide the government access to all work sites and disposal areas and will cooperate completely with Government Inspectors. In addition, authorized representatives and agents of any participating Federal or state agency are encouraged to inspect all work and materials. DRC and the government shall have in place at the TDSRS, personnel to verify the contents and cubic yards of all vehicles entering the TDSRS. Records are maintained for each load entering the TDSRS, its cubic yardage is verified, and each vehicle leaving the TDSRS is viewed to verify that the contents have been emptied. DRC and the government monitor the material to determine that the load consists of eligible storm debris. DRC and the government have in place at the pickup site, personnel to verify the contents, location, date and time of the vehicles departing for the TDSRS and issuance of the load ticket to ensure the eligibility of the debris. Prior to use, DRC recommends that the government, including FEMA, if possible, establish and record the certified cubic yard capacity and perform a safety inspection of each haul vehicle. DRC recommends that all measurements be conducted by government personnel or independent third parties, and not DRC or the subcontractor. DRC has in the past provided disposal tickets, field inspection reports, and other data and/or forms sufficient to provide substantiation for Federal (FEMA, etc.) and State reimbursement to its government clients. DRC personnel and subcontractors have worked closely with various State Emergency Management Agencies, the Federal Emergency Management Agency and other applicable State, local and Federal Agencies to insure that eligible debris collection and the data documenting is sufficient and appropriately addressed.

Operational Environmental Protection - All work performed at and/or in relation to a debris-staging site will be performed in a skilled and workman-like manner. All debris staging site operations shall be conducted in accordance with the Company's Environmental Protection Plan and to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan.

Closure Procedures - Pre-use inspection and documentation information shall be utilized as a guide to restore each site to pre-use condition.

Removal Of Temporary Structures - All temporary structures such as fencing, inspection towers, temporary offices, sanitary facilities, etc., shall be removed from each site.

Restoration Operations - Each site shall be graded, as required to return the topography to pre-use elevations, unless otherwise directed by Government task order. Each site will be restored to pre-use condition by seeding, fertilizing and laying of straw as well as replacement of agreed-upon shrubs and/or trees.

Closure Documentation - The procedures described in Section F3 of this plan shall be followed for closure documentation.

Removal of Debris - Debris residue, not taken to the appropriate disposal site during debris disposal operations, shall be collected, recorded and hauled to the appropriate disposal site. DRC or a licensed hazardous waste remediation company shall be retained to accomplish the removal of all hazardous and/or toxic waste from each site if not already accomplished under separate agreement by the Government.

Final Inspection, Released and Acceptance of Government and/or Landowner - DRC's Senior Management, the Supervisor responsible for a particular site, the City's Representative and if applicable, the landowner shall constitute an inspection team. The Company Supervisor responsible for the applicable site shall have, for examination by all Inspection Team members, the documentation package to include pre-use and closure inspection documentation as well as all chronological documentation created during the operational period.

ACCOUNTING AND DOCUMENT MANAGEMENT

DRC's invoicing procedure is as follows:

- Load tickets are received, logged, and then scanned into DRC's database system. Tickets are then entered and audited for accuracy.
- Invoice is worked up along with the ticket data backup.
- The reconciliation process then takes place with either the Monitoring Firm or the reconciliation contact with the municipality (if there isn't a Monitoring Firm).
- Once the invoice and ticket data has been 100% reconciled, the Monitoring Firm, or the reconciliation contact with the municipality, then recommends the invoice to FEMA for payment.
- Frequency: The invoicing is usually done on a weekly basis

Required Documentation

DRC ES shall submit daily progress and quality control reports to the governing entity for all activities. Each report would contain, at a minimum, the following information:

- Letterhead with DRC name and contact information
- Report Date
- Location of completed work
- Location of work for next day
- Daily and cumulative hours for each piece of equipment and crew (Emergency Clearance)
- List of roads that were cleared (Emergency Clearance)
- Number of Crews (including number of trucks and loading equipment)
- Daily and cumulative totals of debris removed, by category
- Daily and cumulative totals of debris processed, to include method(s) of processing and disposal location(s)
- Daily estimate of hazardous waste debris segregated, and cumulative amount of hazardous waste placed in the designated holding area
- Number of hazardous trees and hanging limbs removed.
- Problems encountered or anticipated

Typically, Daily Reports are co-signed by the governing entity's inspector to verify work performed. In addition, the governing entity receives an original copy of all load tickets and receives and verifies for co-signature, a Daily Reconciliation Sheet listing each load ticket, the truck number, crew number, street, truck volume, percent full, credited volume of debris removed and the total volume removed for the day. This Daily Reconciliation Sheet is typically verified by the governing entity and can become the invoicing document for the Contract.

Documentation and Recovery Process

Prior to the beginning of the hurricane season, DRC will meet with The City of Port Orange and the Debris Management Monitor to finalize and test the processes for inspection and documentation that are to be used during the response and recovery phase of debris removal. At all times, DRC will provide The City of Port Orange access to all work sites and disposal areas. DRC, The City of Port Orange and the Debris Management Monitor will have in place at the TDSRS personnel to verify and maintain records regarding the contents and cubic yards of the vehicles entering and leaving the TDSRS. The Debris Management Monitor will coordinate data recording and information management systems, including but not limited to:

- Prepare detailed estimates and submit to FEMA for use in Project Worksheet preparation.
- Implement and maintain a disaster debris management system linking load ticket and TDSRS information, including reconciliation and photographic documentation processes.
- Provide daily, weekly or other periodic reports for The City of Port Orange managers and the Debris Management Monitor, noting work progress and efficiency, current/revised estimates, project completion and other schedule forecasts/updates.

DRC will provide the following assistance:

- Recovery process documentation – create recovery process documentation plan
- Maintain documentation of recovery process
- Provide written and oral status reports as requested to The City of Port Orange Debris Management Monitor
- Review documentation for accuracy and quantity
- Assist in preparation of claim documentation

DRC will provide all requested information to the Debris Management Monitor that is necessary for proper documentation and understands that copies of complete and accurate records are required for the receipt of federal funds and must be supplied to the City. DRC will work closely with FEMA and other applicable State and Federal agencies to ensure that eligible debris collection and data documenting appropriately address concerns of the likely reimbursement agencies.

RELATIONSHIP BETWEEN DRC AND THE DEBRIS MANAGEMENT MONITOR

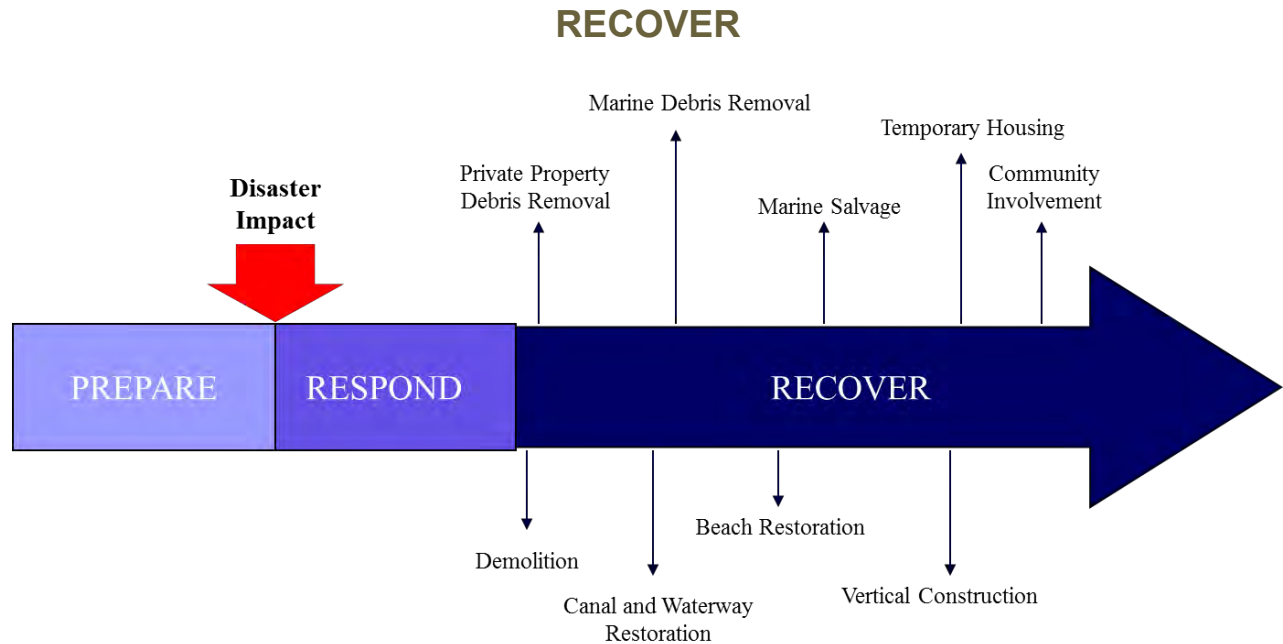
For more than twenty years, DRC has worked with third party debris monitoring firms in order to achieve successful projects. Understanding the key elements of 44 CFR and FEMA 325 enables DRC to operate congruently with the monitoring firm. It is very rare that DRC begins a debris project not having worked with the monitoring firm and without having familiarity with their personnel.

As such, DRC has worked with the systems and software of all the major third party monitoring firms. From manual ticketing to the more technical, Electronic tracking and ticketing systems, DRC has worked within every current iteration existing today.

TDSRS site selection is typically a function accomplished by DRC exclusively. However, DRC will certainly provide technical assistance to the Debris Management Team as required.

PROMPT COMPLAINT RESOLUTION

Within 24 hours of a damage report, an investigative team will be dispatched to determine the veracity and severity of the damage report. If validated, damages are repaired as quickly as physically possible, preferably commencing repairs on the day that the report is validated. If a subcontractor is involved, that subcontractor is asked to produce a plan to prevent further occurrences.



In addition to providing for the recovery of the physical environment, DRC ES is also committed to assisting The City of Port Orange, the overall recovery of its citizens and their economy. As such, DRC can provide an array of services to The City of Port Orange that will enable both the City and the citizens the means to establish a degree of stability and normalcy.

MARINE DEBRIS AND DERELICT VESSEL REMOVAL

Marine Debris and Derelict Vessels designated for removal will be identified using side-scan sonar. DRC has extensive experience with and will deploy side-scan sonar units to identify sub-surface marine debris. This approach provides for precise extraction of debris and does not disturb large areas of oyster beddings, or water bottoms. The City will provide GPS coordinates to DRC. Each debris removal vessel will be equipped with a GPS and side scan sonar. Debris removal crews will identify debris locations using coordinates and on-board GPS units. Crews will then deploy side-scan sonar to fine tune debris location. Following debris extraction from water, crews will verify complete removal using side scan sonar. No debris will be removed other than that which is designated and approved for removal by the City in advance.

SAND, SOIL, AND MUD REMOVAL AND SCREENING

As evidenced above, DRC is committed to restoring environmentally sensitive areas. The removal of debris and waste materials, the restoration of damaged and compromised natural and man-made habitats, and, in some cases, the reconstruction of damaged coastal, marine, and wetland environments are the core missions in a DRC disaster response. Furthermore, DRC is committed to ensuring that our work, including the byproducts of our work, has zero or minimal environmental impact.

This work is handled differently than other aspects of debris removal in that the bulk of the material must be recovered, reclaimed and returned to its original location in its original condition.

Once the material to be removed is identified, large rubber tired front end loaders will be brought in to scrape and pile the soil for loading onto dump trucks or trailers. Once the material has been loaded, it will be transported to either a final disposal site (if deemed to be too contaminated for reclamation) or to a temporary staging facility for screening and repurposing.

Prior to commencing screening operations specialized rakes and/or shaker screens may be used to screen the larger foreign debris objects and set them aside for direct hauling to the final disposal site. After the sand has been sifted/screened, the clean material will be returned to a previously designated location for reuse. For documentation purposes, both the quantity of sand, soil or mud hauled to the centralized site, and the screened debris must be accounted for.

TEMPORARY HOUSING AND SUBSISTENCE SUPPORT

DRC headquarters personnel will secure temporary housing by the following priority of choice:

- Rental Property
- Efficiency lodging rooms
- Non-efficiency lodging rooms
- DRC or rental motor homes and/or travel trailers

DRC headquarters personnel will secure temporary sanitary facilities in the event such facilities are inoperable in the affected area.

DRC headquarters personnel will assure a reliable and safe supply of food and potable water for consumption by all personnel assigned to the field.

DRC headquarters personnel establish and maintain an "Emergency Contact List", to include key medical information for all field personnel to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan.

EMERGENCY BASE CAMP

If the consequences of a disaster render the affected area incapable of accommodating basic needs such as housing, food, water, fuel and sanitary facilities, DRC's team is fully prepared to establish Emergency Base Camps to house and support as many as 1000 disaster response personnel. DRC has extensive experience supporting governmental agencies in emergency response, having participated in numerous emergency response events. DRC's resources will be augmented by experienced management and logistics teams from logistics teaming partners. Together, our companies have extensive experience in support of governmental operations, life support contracts and post disaster environments. DRC will deploy a Camp Program Manager on-site to provide oversight, execution and quality control and will assign a command center response manager to each camp to coordinate sufficient staffing, resources, equipment and supplies for each site from a central location. Within 72-96 hours, DRC will establish a fully operational base

camp for up to 1,000 persons within a disaster area. The camp will operate 24/7 for 30 or more days and will occupy approximately 2-10 acres.

EMPLOYMENT OF LOCAL AND MINORITY CONTRACTORS

DRC maintains one of the industry's largest network of pre-screened and fully qualified subcontractors, including local and preferred vendors. DRC's subcontractors are evaluated on many levels, including past performance, equipment and personnel availability, mobilization timeframes, insurance, and cost.



Samsula Demolition
Mike McDonald
363 S State Road 415
New Smyrna Beach, FL
386-423-6769

Samsula Demolition is a family owned company which was incorporated in 2004. Yancey McDonald, president and owner of Samsula, is a lifelong Volusia County resident who goes back 3 generations. In the early 70's he worked for a local company and learned the art of land clearing. He founded Yancey's Landclearing Inc in 1980 and performed demolition, site prep and land clearing. After the hurricanes in 2004 he started a sister company Samsula Waste Inc. dba Samsula Demolition which strives to be at the top of the industry using all of the latest equipment. Their team has been educated through experience (over 100 years combined) and through various classes such as asbestos abatement, lead abatement, OSHA, CPR, respiratory and certified operators. Samsula Demolition makes every effort possible to recycle all materials from all of our projects. Right now they have a project average of 85% with some projects reaching 95% recycle rate. Some of their projects include: Halifax Hospital parking garage & helicopter pad, Atlantic Medical Center, New Smyrna Beach High School, Various hotels on Beachside, Former GE buildings @ Daytona Speedplex, Embry Riddle library, Daytona State College buildings, Kennedy Space Center building, and Dr. Phillips Performing Arts Center.



SB Tree Service
Sean Black
2120 Mitchell Lane
Port Orange, FL 32128
(386) 320-3056

SB Tree Service is a professional tree service company headquartered in Port Orange, FL. They serve all areas of Volusia County with a full-spectrum of tree management and property services, including tree trimming, tree removal, stump grinding, and more.



Crosson & Payne Tree Service, LLC
Kelly Payne
11011 Twitty Road
Sebring, Florida 33876
863-402-1454

Travis Crosson and Kelly Payne worked the same geographic area, never really having to compete with one another. When the economy took a downturn in 2010, they each took steps to survive the lull– Travis working alone and taking on only small jobs and Kelly using his team to tackle big ones. The two referred clients to one another and eventually landed a large project for the U.S. Air Force that neither could do alone.

After successful completion of the federal government’s project, the partners decided they shared the same values in life and in business– that is a high degree of professionalism, trustworthiness, a commitment to customer service, and fair treatment for both clients and employees (no work is contracted out and none of their employees are paid minimum wage).

Both Travis and Kelly are churchgoing, family-oriented individuals who have spent their lives working hard in Florida’s heartland.

Travis was born in Avon Park and started Travis Crosson Tree Service in 1997 after graduating from Avon Park High School and working as a prison guard. He is happily married with three children and loves his industry. Says Travis, “When you can provide a service and make people happy, it doesn’t get much better than that.”

Kelly is a native of Frostproof who had a career as a cowboy before moving to Highlands County in 1997 and starting Kelly Payne Tree Service. “I started off with a pickup truck, a ladder and a chain saw,” Kelly recalls. It’s been years of hard work as an owner/operator, but Kelly, a husband and father of two, says he wouldn’t trade it for anything.

Both Travis and Kelly are ISA Certified Arborists® providing a number of tree services in Highlands, Glades, Polk, Okeechobee, DeSoto and Hardee counties.



BKW, Inc
Bill Webb
5615 Duval St.
Pensacola, FL 32503
(850) 484-4344

BKW, Inc. is a contracting company that specializes in land clearing, earth moving, underground utilities, erosion control, storm drainage, debris management and trucking in and out of materials need for hydraulic fracturing. They provide quality equipment, experienced personnel, and a world class management team to every project we are involved with.

BKW Inc concentrates on extremely large scale debris management tasking. They are experienced in dealing with complex debris streams. In the aftermath of 2005 Hurricanes Katrina and Rita in and around New Orleans, BKW was contracted to clear debris included vegetative, C&D, white goods, small motorized equipment, e-waste, asbestos containing materials (ACM), and household hazardous waste (HHW). BKW kept the debris stream highly segregated to keep ineligible debris out of landfills and to maximize recycling efforts. Over 10.7 million cubic yards of debris were removed with over 10 million man-hours worked.

Their years of debris management experience, proven expertise in dealing with complex debris streams, and rapid response and completion make BKW highly qualified for projects requiring professional debris management services.



Kessler Consulting Inc.
Mitch Kessler
14620 N Nebraska Ave. Bldg D
Tampa, FL 33613
813-971-8333
mk@kesconsult.com

Kessler Consulting, Inc. (KCI) is committed to providing value-added solid waste management consulting services of the highest quality. For 26 years, KCI has developed innovative and practical solutions for a wide range of solid waste management issues.

KCI is based in Tampa, Florida, and has clients nationwide and overseas. They have a proven track record which includes work on more than 300 solid waste projects for more than 160 public and private sector clients.

All waste is local and, therefore, requires a customized approach for management planning. Their combination of knowledge, experience, and creativity enables KCI to quickly identify obstacles and develop solutions that are pertinent, forward-looking, cost-effective, and sustainable.

KCI is dedicated to developing resource management strategies that protect, conserve, sustain, and restore our environment. They are committed to developing environmentally sound and economically viable solutions for their clients.

DRC has formed an alliance with Gaston's Tree Service. This alliance will allow DRC to, establish relationships with other local civil contractors and provide local knowledge that otherwise would not be obtained.



Gaston's Tree Service
Bill Gaston
10606 North Highway 121
Gainesville, FL 32653
(352) 378-5801

Gaston's Tree Service started business in north central Florida in July of 1972. By 1980, GTS was generating a substantial amount of tree debris on a daily basis. At that time it was inexpensive to dispose of tree debris.

In 1985, state government mandated that vegetation no longer be dumped in landfills. "Necessity is the mother of invention", so that year Wood Resource Recovery began operations. The original idea was to burn the debris. WRR could not obtain a permit from Alachua County and that began the process of permitting the first tree, yard and land clearing debris recycling center.

Over the next two decades, WRR recycled millions of tons of vegetative debris around the Country. They have worked as far west as Oklahoma and along the east coast from the Florida Keys to New York.

One of the products from their recycling operation is boiler fuel, a renewable biomass product that is used to generate electricity. For this reason, WRR was selected to supply the Gainesville Renewable Energy Center (GREC) with a large amount of their boiler fuel.

Gaston's Tree Service has successfully worked with DRC for over 8 years.

"KCI is comprised of highly dedicated professionals with the willingness and dedication to meet our goals in spite of narrow time constraints. Their knowledge of the industry, general trends, and constituents was essential to completing this project in the available time."— **Robert Briggs,**
Former Finance Director,
Seminole County, FL

The use of local resources is one of the most important aspects of successful disaster recovery operations. DRC is committed to ensuring that any emergency response business activity is shared by the entire community. That is why we have developed a vast network of subcontractors that are uniquely qualified to successfully meet any and all operational requirements envisioned under this RFP.

Throughout its history, DRC has maintained strong relationships with local vendors and subcontractors. We pride ourselves on facilitating local involvement during recovery efforts and encourage local knowledge and experience whenever possible. As such, DRC has worked with thousands of subcontractors over our history including small and large subcontractors, DBE, MBE, WBE, HUB Zone, 8(a), and VOSB (including Service-Disabled VOSB) contractors. DRC has established nationally recognized procedures for community outreach as discussed below in our “Local S/M/WBE Resource Program.”

Local S/M/WBE Resource Program

DRC reaches out to local subcontractors and small, minority and women-owned business enterprises (S/M/WBE) using a variety of sources. Although DRC maintains current, active subcontractor lists, we also have experience utilizing such sources as governmental databases, local, regional and national SBE compliance departments, client and vendor references and direct mail community outreach. Upon receipt of Notice of Award, ahead of a predicted weather event or annually for contingency contracts, DRC will make contact with local governments and SBE Resource offices to schedule an informational workshop for potential vendors and businesses. The DRC technical assistance workshops not only assist companies with identifying potential contract opportunities, but also assist those interested with “teaming”. The workshops provide “hands on” technical assistance to companies ranging from individuals owning dump trucks and loading equipment to office supply companies and small printers wishing to provide goods and services. This process matches S/M/WBE contractors with other companies in order to strengthen their competitive position and package of goods and services offered. DRC is committed to ensuring that local companies are made aware of all potential contracting and partnership opportunities.

A direct mail program may be conducted in order to target potential companies and minority business organizations that are listed with the Office of Minority and Women Business Enterprise. The mailer will provide information as well as an 800 number for interested individuals and companies with bi-lingual assistance available when necessary. Subcontractors can also log on to www.drcusa.com to upload their experience, qualifications and certifications for inclusion in our subcontractor database.

From our extensive experience with subcontractors, DRC knows the importance of establishing strict guidelines for performance and safety standards. All subcontractors will be screened for qualifications and safety compliance prior to entering into a contract with DRC. Additionally, at the discretion of the contracting agency, all subcontractors will be approved prior to beginning work. Our sample Subcontractor Agreement details the scope of work and responsibilities of each subcontractor. The Subcontractor Agreement also commits the subcontractor to all governmental regulations and requirements. All subcontractor equipment will be inspected and properly maintained and all personnel certifications and safety courses will be on file and renewed or updated as needed.

In addition to stringent qualifications standards, DRC requires the following summarized items from subcontractors:

- Compliance with all DRC safety plans
- Ability to meet liability and automobile insurance requirements (these may vary from contract to contract)
- Compliance with governmental employment regulations, unemployment compensation and workman's compensation laws
- Completion of a subcontracting agreement specifying the scope of work, terms and conditions, pricing, liability requirements and any hold harmless agreements.

Per the requirements of each awarded contract, DRC will meet or exceed project goals regarding small business participation. Rebuilding your community using local resources is the core mission of DRC. As such, DRC will continue to maintain a comprehensive list of qualified subcontractors ready for deployment should the need arise.

Prompt Payment of SMWSDVBs

In addition to occasionally assisting SMWSDVBs with operating startup costs, DRC has a 20 plus year history of paying subcontractors on a weekly basis. It is our intention to both facilitate the involvement of these subcontractors and ensure their economic viability and profitability.

Utilization Monitoring

As with previous practice, DRC intends to hire a SMWSDVB Facilitator/Monitor. This person will be tasked with the responsibility of recruitment and reporting. DRC views the existence of this person as crucial and has full intention to achieve the outlined goal for this contract.

AFFIRMATIVE ACTION/EQUAL OPPORTUNITY POLICY

DRC is an equal employment opportunity employer. Employment decisions are based on merit and business need, and not on race, color, citizenship status, national origin, ancestry, gender, sexual orientation, age, religion, creed, physical or mental disability, marital status, veteran status, political affiliation, or any other factor protected by law. DRC complies with the law regarding reasonable accommodation for handicapped and disabled employees. DRC's President has issued the following policy:

DRC is an Equal Opportunity Employer and recognizes the value of hiring a diverse group. Due to the nature of our work and the fact that we provide services worldwide, we find it necessary and advantageous to employ a number of persons from various countries who are of different races, religions and ethnic groups. Although our permanent work force is less than 50 employees, it is composed of a diverse population of men and women. In addition, we believe work force diversity provides a significant market advantage.

It is the policy of DRC to comply with all the relevant and applicable provisions of the Americans with Disabilities Act (ADA). DRC will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of a person's physical or mental disability. DRC will also make reasonable accommodation wherever necessary for all employees or applicants with disabilities, provided that the individual is otherwise qualified to safely perform the essential duties and assignments connected with the job and provided that any accommodations made do not impose an undue hardship on DRC.

Equal employment opportunity notices are posted as required by law. Management is primarily responsible for seeing that DRC's equal employment opportunity policies are implemented, but all members of the staff share in the responsibility for assuring that by their personal actions the policies are effective and apply uniformly to everyone. Any employee, including managers, involved in discriminatory practices will be subject to termination.

DRC has reached out to multiple small and minority firms and women's business enterprises. Please see correspondence attached.

MINORITY SUBCONTRACTOR CORRESPONDENCE

Correspondence with multiple small and minority firms and women's business enterprises

From: Marc Watkins

Sent: Thursday, May 26, 2016 5:13 PM

To: TAMMY@SILER.BIZ

Subject: FW: Port Orange RFP#16-22 Disaster Debris Removal and Disposal Services

Dear Sir,

DRC is currently proposing on the Disaster Debris Removal and Disposal Services standby contract. I am reaching out to you in an effort to comply with the City of Port Orange 44 C.F.R. § 13.36 (e) to encourages small and minority firms and women's business enterprises participation. Is there any aspects of the scope of work found in this solicitation that you may be interested in working with us on. Please note that this is a Pre-Event Standby Contract and will not be activated until a catastrophe or event takes place. If you are interested in working with us on this project please contact me at your convenience. Thank you

Marc Watkins

DRC Emergency Services, LLC

251-343-3581 (Office)

251-753-1864 (Cell)

mwatkins@drcusa.com

www.drcusa.com



From: Marc Watkins

Sent: Thursday, May 26, 2016 5:12 PM

To: INFO@PAULWALSHTRUCKING.COM

Subject: FW: Port Orange RFP#16-22 Disaster Debris Removal and Disposal Services

Dear Sir,

DRC is currently proposing on the Disaster Debris Removal and Disposal Services standby contract. I am reaching out to you in an effort to comply with the City of Port Orange 44 C.F.R. § 13.36 (e) to encourages small and minority firms and women's business enterprises participation. Is there any aspects of the scope of work found in this solicitation that you may be interested in working with us on. Please note that this is a Pre-Event Standby Contract and will not be activated until a catastrophe or event takes place. If you are interested in working with us on this project please contact me at your convenience. Thank you

Marc Watkins
DRC Emergency Services, LLC
251-343-3581 (Office)
251-753-1864 (Cell)
mwatkins@drcusa.com
www.drcusa.com



From: Marc Watkins
Sent: Thursday, May 26, 2016 5:11 PM
To: DIANE@MMTRUCKINC.NET
Subject: FW: Port Orange RFP#16-22 Disaster Debris Removal and Disposal Services

Dear Sir,

DRC is currently proposing on the Disaster Debris Removal and Disposal Services standby contract. I am reaching out to you in an effort to comply with the City of Port Orange 44 C.F.R. § 13.36 (e) to encourages small and minority firms and women's business enterprises participation. Is there any aspects of the scope of work found in this solicitation that you may be interested in working with us on. Please note that this is a Pre-Event Standby Contract and will not be activated until a catastrophe or event takes place. If you are interested in working with us on this project please contact me at your convenience. Thank you

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mwatkins@drcusa.com
www.drcusa.com



From: Marc Watkins
Sent: Thursday, May 26, 2016 5:11 PM
To: DMARTINEZ@IDEXCORP.COM
Subject: FW: Port Orange RFP#16-22 Disaster Debris Removal and Disposal Services

Dear Sir,

DRC is currently proposing on the Disaster Debris Removal and Disposal Services standby contract. I am reaching out to you in an effort to comply with the City of Port Orange 44 C.F.R. § 13.36 (e) to encourages small and minority firms and women's business enterprises participation. Is there any aspects of the scope of work found in this solicitation that you may be interested in working with us on. Please note that this is a Pre-Event Standby Contract and will not be activated until a catastrophe or event takes place. If you are interested in working with us on this project please contact me at your convenience. Thank you

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mwatkins@drcusa.com
www.drcusa.com



From: Marc Watkins
Sent: Thursday, May 26, 2016 5:10 PM
To: HARRACK1500@BELLSOUTH.NET
Subject: FW: Port Orange RFP#16-22 Disaster Debris Removal and Disposal Services

Dear Sir,

DRC is currently proposing on the Disaster Debris Removal and Disposal Services standby contract. I am reaching out to you in an effort to comply with the City of Port Orange 44 C.F.R. § 13.36 (e) to encourages small and minority firms and women's business enterprises participation. Is there any aspects of the scope of work found in this solicitation that you may be interested in working with us on. Please note that this is a Pre-Event Standby Contract and will not be activated until a catastrophe or event takes place. If you are interested in working with us on this project please contact me at your convenience. Thank you

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251-753-1864 (Cell)
mwatkins@drcusa.com
www.drcusa.com



From: Marc Watkins
Sent: Thursday, May 26, 2016 5:09 PM
To: C.HALE@HALECONTRACTING.NET
Subject: FW: Port Orange RFP#16-22 Disaster Debris Removal and Disposal Services

Dear Sir,

DRC is currently proposing on the Disaster Debris Removal and Disposal Services standby contract. I am reaching out to you in an effort to comply with the City of Port Orange 44 C.F.R. § 13.36 (e) to encourages small and minority firms and women's business enterprises participation. Is there any aspects of the scope of work found in this solicitation that you may be interested in working with us on. Please note that this is a Pre-Event Standby Contract and will not be activated until a catastrophe or event takes place. If you are interested in working with us on this project please contact me at your convenience. Thank you

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mwatkins@drcusa.com
www.drcusa.com



From: Marc Watkins
Sent: Thursday, May 26, 2016 5:09 PM
To: PETERVICTORIA@COMCAST.NET
Subject: FW: Port Orange RFP#16-22 Disaster Debris Removal and Disposal Services

Dear Sir,

DRC is currently proposing on the Disaster Debris Removal and Disposal Services standby contract. I am reaching out to you in an effort to comply with the City of Port Orange 44 C.F.R. § 13.36 (e) to encourages small and minority firms and women's business enterprises participation. Is there any aspects of the scope of work found in this solicitation that you may be interested in working with us on. Please note that this is a Pre-Event Standby Contract and will not be activated until a catastrophe or event takes place. If you are

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mwatkins@drcusa.com
www.drcusa.com



From: Marc Watkins
Sent: Thursday, May 26, 2016 5:08 PM
To: DEVLAND6370@AOL.COM
Subject: FW: Port Orange RFP#16-22 Disaster Debris Removal and Disposal Services

Dear Sir,

DRC is currently proposing on the Disaster Debris Removal and Disposal Services standby contract. I am reaching out to you in an effort to comply with the City of Port Orange 44 C.F.R. § 13.36 (e) to encourages small and minority firms and women's business enterprises participation. Is there any aspects of the scope of work found in this solicitation that you may be interested in working with us on. Please note that this is a Pre-Event Standby Contract and will not be activated until a catastrophe or event takes place. If you are interested in working with us on this project please contact me at your convenience. Thank you

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mwatkins@drcusa.com
www.drcusa.com



From: Marc Watkins
Sent: Thursday, May 26, 2016 5:08 PM
To: LFPORRO@COBALTCOG.COM
Subject: FW: Port Orange RFP#16-22 Disaster Debris Removal and Disposal Services

Dear Sir,

DRC is currently proposing on the Disaster Debris Removal and Disposal Services standby contract. I am reaching out to you in an effort to comply with the City of Port Orange 44 C.F.R. § 13.36 (e) to encourages small and minority firms and women's business enterprises participation. Is there any aspects of the scope of work found in this solicitation that you may be interested in working with us on. Please note that this is a Pre-Event Standby Contract and will not be activated until a catastrophe or event takes place. If you are interested in working with us on this project please contact me at your convenience. Thank you

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251-753-1864 (Cell)
mwatkins@drcusa.com
www.drcusa.com



From: Marc Watkins
Sent: Thursday, May 26, 2016 5:07 PM
To: CENTRALHAULING@GMAIL.COM
Subject: FW: Port Orange RFP#16-22 Disaster Debris Removal and Disposal Services

Dear Sir,

DRC is currently proposing on the Disaster Debris Removal and Disposal Services standby contract. I am reaching out to you in an effort to comply with the City of Port Orange 44 C.F.R. § 13.36 (e) to encourages small and minority firms and women's business enterprises participation. Is there any aspects of the scope of work found in this solicitation that you may be interested in working with us on. Please note that this is a Pre-Event Standby Contract and will not be activated until a catastrophe or event takes place. If you are interested in working with us on this project please contact me at your convenience. Thank you

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251-753-1864 (Cell)
mwatkins@drcusa.com
www.drcusa.com



From: Marc Watkins
Sent: Thursday, May 26, 2016 5:07 PM
To: CONNIEBAILEY@SPRINTMAIL.COM
Subject: FW: Port Orange RFP#16-22 Disaster Debris Removal and Disposal Services

From: Marc Watkins
Sent: Thursday, May 26, 2016 5:00 PM
To: 'ALEXANDRA@AGREENWORLD-INC.COM'
Subject: Port Orange RFP#16-22 Disaster Debris Removal and Disposal Services

Dear Sir,

DRC is currently proposing on the Disaster Debris Removal and Disposal Services standby contract. I am reaching out to you in an effort to comply with the City of Port Orange 44 C.F.R. § 13.36 (e) to encourages small and minority firms and women's business enterprises participation. Is there any aspects of the scope of work found in this solicitation that you may be interested in working with us on. Please note that this is a Pre-Event Standby Contract and will not be activated until a catastrophe or event takes place. If you are interested in working with us on this project please contact me at your convenience. Thank you

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mwatkins@drcusa.com
www.drcusa.com



From: Marc Watkins
Sent: Thursday, May 26, 2016 5:06 PM
To: BJRIMEL@AOL.COM
Subject: FW: Port Orange RFP#16-22 Disaster Debris Removal and Disposal Services

Dear Sir,

DRC is currently proposing on the Disaster Debris Removal and Disposal Services standby contract. I am reaching out to you in an effort to comply with the City of Port Orange 44 C.F.R. § 13.36 (e) to encourages small and minority firms and women's business enterprises participation. Is there any aspects of the scope of work found in this solicitation that you may be interested in working with us on. Please note that this is a Pre-Event Standby Contract and will not be activated until a catastrophe or event takes place. If you are interested in working with us on this project please contact me at your convenience. Thank you

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mwatkins@drcusa.com
www.drcusa.com



From: Marc Watkins
Sent: Thursday, May 26, 2016 5:05 PM
To: BLACKTIPEMAIL@YAHOO.COM
Subject: FW: Port Orange RFP#16-22 Disaster Debris Removal and Disposal Services

Dear Sir,

DRC is currently proposing on the Disaster Debris Removal and Disposal Services standby contract. I am reaching out to you in an effort to comply with the City of Port Orange 44 C.F.R. § 13.36 (e) to encourages small and minority firms and women's business enterprises participation. Is there any aspects of the scope of work found in this solicitation that you may be interested in working with us on. Please note that this is a Pre-Event Standby Contract and will not be activated until a catastrophe or event takes place. If you are interested in working with us on this project please contact me at your convenience. Thank you

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mwatkins@drcusa.com
www.drcusa.com



From: Marc Watkins
Sent: Thursday, May 26, 2016 5:05 PM
To: BSIMBOB1@AOL.COM
Subject: FW: Port Orange RFP#16-22 Disaster Debris Removal and Disposal Services

Dear Sir,

DRC is currently proposing on the Disaster Debris Removal and Disposal Services standby contract. I am reaching out to you in an effort to comply with the City of Port Orange 44 C.F.R. § 13.36 (e) to encourages small and minority firms and women's business enterprises participation. Is there any aspects of the scope of work found in this solicitation that you may be interested in working with us on. Please note that this is a Pre-Event Standby Contract and will not be activated until a catastrophe or event takes place. If you are interested in working with us on this project please contact me at your convenience. Thank you

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mwatkins@drcusa.com
www.drcusa.com



From: Marc Watkins
Sent: Thursday, May 26, 2016 5:04 PM
To: ABARREIRO@BARREIRO-BCC.COM
Subject: FW: Port Orange RFP#16-22 Disaster Debris Removal and Disposal Services

Dear Sir,

DRC is currently proposing on the Disaster Debris Removal and Disposal Services standby contract. I am reaching out to you in an effort to comply with the City of Port Orange 44 C.F.R. § 13.36 (e) to encourages small and minority firms and women's business enterprises participation. Is there any aspects of the scope of work found in this solicitation that you may be interested in working with us on. Please note that this is a Pre-Event Standby

Contract and will not be activated until a catastrophe or event takes place. If you are interested in working with us on this project please contact me at your convenience. Thank you

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251-753-1864 (Cell)
mwatkins@drcusa.com
www.drcusa.com



From: Marc Watkins
Sent: Thursday, May 26, 2016 5:03 PM
To: CEO@AVRAMCORPORATION.COM
Subject: FW: Port Orange RFP#16-22 Disaster Debris Removal and Disposal Services

Dear Sir,

DRC is currently proposing on the Disaster Debris Removal and Disposal Services standby contract. I am reaching out to you in an effort to comply with the City of Port Orange 44 C.F.R. § 13.36 (e) to encourages small and minority firms and women's business enterprises participation. Is there any aspects of the scope of work found in this solicitation that you may be interested in working with us on. Please note that this is a Pre-Event Standby Contract and will not be activated until a catastrophe or event takes place. If you are interested in working with us on this project please contact me at your convenience. Thank you

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mwatkins@drcusa.com
www.drcusa.com



From: Marc Watkins
Sent: Thursday, May 26, 2016 5:03 PM

To: DP58187@BELLSOUTH.NET

Subject: FW: Port Orange RFP#16-22 Disaster Debris Removal and Disposal Services

Dear Sir,

DRC is currently proposing on the Disaster Debris Removal and Disposal Services standby contract. I am reaching out to you in an effort to comply with the City of Port Orange 44 C.F.R. § 13.36 (e) to encourages small and minority firms and women's business enterprises participation. Is there any aspects of the scope of work found in this solicitation that you may be interested in working with us on. Please note that this is a Pre-Event Standby Contract and will not be activated until a catastrophe or event takes place. If you are interested in working with us on this project please contact me at your convenience. Thank you

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mwatkins@drcusa.com
www.drcusa.com



From: Marc Watkins

Sent: Thursday, May 26, 2016 5:02 PM

To: JGOINS@MPINET.NET

Subject: FW: Port Orange RFP#16-22 Disaster Debris Removal and Disposal Services

Dear Sir,

DRC is currently proposing on the Disaster Debris Removal and Disposal Services standby contract. I am reaching out to you in an effort to comply with the City of Port Orange 44 C.F.R. § 13.36 (e) to encourages small and minority firms and women's business enterprises participation. Is there any aspects of the scope of work found in this solicitation that you may be interested in working with us on. Please note that this is a Pre-Event Standby Contract and will not be activated until a catastrophe or event takes place. If you are interested in working with us on this project please contact me at your convenience. Thank you

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mwatkins@drcusa.com
www.drcusa.com



From: Marc Watkins
Sent: Thursday, May 26, 2016 5:01 PM
To: Olivia Marino; Katelyn Carlson; Bryan Fike
Subject: FW: Port Orange RFP#16-22 Disaster Debris Removal and Disposal Services

From: Marc Watkins
Sent: Thursday, May 26, 2016 5:00 PM
To: 'ALEXANDRA@AGREENWORLD-INC.COM'
Subject: Port Orange RFP#16-22 Disaster Debris Removal and Disposal Services

Dear Sir,

DRC is currently proposing on the Disaster Debris Removal and Disposal Services standby contract. I am reaching out to you in an effort to comply with the City of Port Orange 44 C.F.R. § 13.36 (e) to encourages small and minority firms and women's business enterprises participation. Is there any aspects of the scope of work found in this solicitation that you may be interested in working with us on. Please note that this is a Pre-Event Standby Contract and will not be activated until a catastrophe or event takes place. If you are interested in working with us on this project please contact me at your convenience. Thank you

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The primary mission of DRC Emergency Services, LLC is to provide a professional, honest and immediate response to natural and man-made disasters.

EVENT TYPE 1: SPOT JOBS - LOCALIZED

In this scenario, the contractor may be called upon only to provide removal, hauling, and/or reduction by chain saw of localized woody debris. The work will most likely be assisting City resources. Much of this work will be awarded by personnel and equipment rates or in combination thereof with an individual job total. Proposers shall provide proof of experience: with site management and FEMA requirements, rules, and regulations to qualify for this scope.

RESPONSE

This scenario best describes “the emergency push.” This operation has a duration of not more than 70 hours and is the only debris work that qualifies for hourly pay and reimbursement under FEMA guidelines. The operational aspects of this work is relatively simple and requires very little special training. The most important aspects of this type of operation require advanced identification of priority routes to be cleared (Hospitals, Major Routes, and Fire Stations etc.) and coordination with the Power Company and Public Works. DRC would rely upon its own special equipment and the equipment of its local subcontractors for immediate response within the twelve hours following the event. DRC Emergency Services has performed hundreds of these responses in its 27 year history throughout Florida and the Southeast.

EVENT TYPE 2:

In this event, the contractor shall be capable of providing all necessary supervision of the contractor’s staff and sub-contractors, labor, and all equipment to clear, remove, haul, recycle, and/or dispose of all types of debris with its own resources. City land may be provided for temporary storage upon written approval by the city. Any City land provided shall be reclaimed at the conclusion of the work. The quantity shall not be so significant as to require specialized reduction in volume such as by burning. Any debris waste (anything not recyclable) can be disposed of at the Tomoka Farms Landfill located at 1990 Tomoka Farms Road, Port Orange, Florida 31128. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

EVENT TYPE 3: SIGNIFICANT EVENT - REMOVAL, REDUCTION, HAULING - WOODY DEBRIS ONLY -WIDESPREAD OR CITY/COUNTY WIDE

In this event the contractor shall be capable of providing all necessary supervision of contractor’s staff and sub-contractors, labor, and all equipment to remove, reduce (grind and mulch) and haul woody debris to a disposal site approved by FEMA. This event type may require the development and operation of TDSRS. Any City property provided shall be reclaimed at the conclusion of the work. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

RESPONSE

Small Event

The operating plan detailed in this proposal more closely pertains to events of 250,000 cubic yards or greater (Scenarios 4,5 and 6). Events as small as described in scenarios 2 and 3, (roughly 20,000 cubic yards) would simply involve a scaled down version of the elements described within. Typically, a project as small as this would require only a single TDSR site of 15 or more acres and a single project manager and supervisor. Using five 100 cubic yard self-loaders, the first collection pass should only take 9-10 days with a total project completion accomplished in 15 to 20 days. Scheduling would be prioritized through daily meetings with City Staff member(s). The small amounts of HHW and white goods would be collected and processed separately within the same time frame. The operational elements of such a project are basically the same as will be described for scenarios 4, 5 and 6 however adjusted for scale.

EVENT TYPE 4: SIGNIFICANT EVENT - REMOVAL, REDUCTION, HAULING, AND SEPARATING - MIXED DEBRIS - WIDESPREAD OR CITY/COUNTY WIDE

In this event the contractor shall provide all necessary supervision of contractor's staff and subcontractors, labor, and all equipment to remove, reduce (grind and mulch woody; recycle other) and haul mixed debris to a recycling and disposal site(s) approved by FEMA. This event type may require the development and operation of TDSRS. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope. Any City property provided shall be reclaimed at the conclusion of the work.

EVENT TYPE 5: CATASTROPHIC EVENT - REMOVAL, REDUCTION, HAULING, AND SEPARATING - MIXED DEBRIS - CITY/COUNTY WIDE

In this event the contractor shall provide all necessary supervision, labor, and all equipment to remove, reduce, recycle and haul mixed debris to multiple disposal sites designated by the City. Any City land provided shall be reclaimed at the conclusion of the work. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope. This event type requires the development and operation of TDSRS.

EVENT TYPE 6: CATASTROPHIC EVENT - SITE MANAGEMENT - CITY/COUNTY WIDE

In this event the contractor will be tasked to plan, set up, mobilize equipment, manage, operate, and close out one or more mixed TDSRS countywide including burn operations.

The contractor will be responsible for all necessary traffic control, weighing, measuring, reduction, recycling, and all other necessary operations for the operation of the site(s) through close out of the site(s). Contractor will obtain permits in the name of the City. Any City property provided shall be reclaimed at the conclusion of the work. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

RESPONSE (Event types 4, 5 and 6)

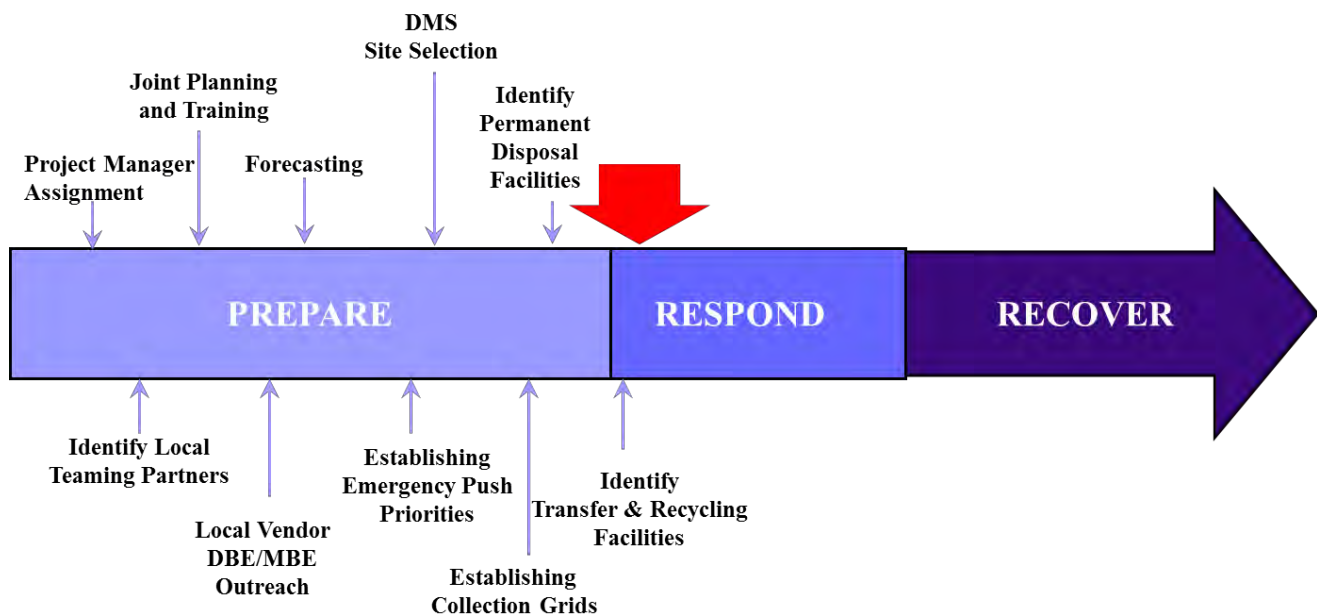
In DRC Emergency Services twenty seven years history, we have established several industry benchmarks while responding to events such as this type (generally events producing greater than one million cubic yards). For instance, in our performance in the City of Houston, Texas in 2008, DRC collected 5.6 million cubic yards of woody debris, operated eight DMS sites in the City alone, while recycling 100% of the processed debris. Additionally, we established a FEMA record that continues to stand, by collecting 440,000 cubic yards in a single operating day.

Simultaneously, in Galveston Texas, DRC responded to a different type of event. The combination of wind and tidal surge produced over 1.5 million cubic yards of mixed debris. DRC operated several DMS sites in the City that called for the separation, processing and recycling of this debris.

The specifics of such operations are described within this tab.

One of the primary missions of any government agency is to protect lives; minimize the loss or degradation of resources; and continue, sustain, and restore operational capability after a disaster strikes in its area of responsibility. DRC Emergency Services, LLC by comprehensive planning support, along with vigorous training, can help local government reach a level of readiness that will allow the government to address these contingencies with confidence. We are committed to helping our clients understand the principals and all hazard aspects of Emergency Management. One of the basic principles of emergency management is that we can and should prepare for the hazard before it occurs and by doing so we are better postured to respond after the disaster-triggering event occurs.

PREPARE



Preparedness involves marshaling the resources needed to respond effectively as well as how to respond when an emergency or disaster occurs. These activities help save lives and minimize damage by preparing people to respond appropriately when an emergency is imminent or actually occurs. To respond properly, a jurisdiction must have a plan for response, trained personnel to respond, and necessary resources with which to respond. DRC can provide comprehensive employee training for plan implementation. This training may include disaster simulation and evaluation, as well as helping the agency modify their Emergency Management Plan (EMP) as needed. Training can also be used to test various plans such as the Comprehensive Emergency Management Plan, Continuity of Operations Plans, Field Operations Guides, etc. DRC is committed to providing the best training possible to its clients. Clients have made significant investments in equipping their first response units, but if the client, first responders and the public they serve have not prepared by training, then the investment will not pay off when it is needed most – during an actual event.

ALERT

When a potential storm arises, DRC personnel monitor the situation and a telephone cascade plan is initiated to alert the Regional Manager and other relevant personnel (see below). Local and area DRC offices are activated.

72 hours before impending impact, the Regional Manager makes contact with The City of Port Orange to discuss the maximum response requirements for a 24-hour, 48-hour and 72-hour response window, as well as potential Temporary Debris Storage and Reduction Sites (if not pre-established in the contract). This information is reported to all vice presidents and senior project managers.

PERSONNEL

The **Vice President** (V.P.) is positioned at DRC headquarters. The V.P. directs and supervises all operational aspects of DRC and team partners in response to a Task Order. The V.P. serves as the primary contact between DRC and the client for all contracts and other communication. Upon Task Order, the V.P. initiates all corporate plans in fulfillment of contract requirements and activates all relevant departments, team partner relationships, subcontract relationships, and reservists. The V.P. supervises and directs mobilization of national corporate resources in response to Task Order until all performance targets are met and serves as corporate “responsible party” until all obligations of the contract are fulfilled.

DRC’s **Project/ Program Manager** are responsible for overall management of day to day operations for a specific project. His duties primarily exist in the oversight of field operations although he serves as administrator of his supervisors and office personnel. All field supervisors, crew supervisors, QC managers, safety managers and site managers report to the project manager throughout every day, 7 days per week. The project manager shall hold daily meetings with staff to discuss all debris mission issues at a central location that is also open to The City of Port Orange. Their duties also include the management of documentation and public relations for the specific project.

The **Operations Manager** (O.M.) is a member of DRC Senior Management assigned as principal liaison to the client for each operation. The Operations Manager will henceforth be on call and available to respond to the point of contact 24 hours a day, 7 days a week throughout the life of the Task Order. The DRC Operations Manager will have full electronic linkage to the client via cell phone, satellite phone, internet, and/or two-way radios. The O.M. will have responsibility for successful completion of a Task Order and is responsible to the client as well as the DRC V.P.

All **Field Supervisors** will be assigned sectors or zones within a specific debris area to manage. They will be responsible for supervising the daily activities of the collection crews working to remove debris. Those subcontractors/ crews within the sector or zone are to report directly to DRC’s field supervisor with any and all issues. If these issues require upper management decisions, then the supervisor is to report to the project manager immediately. The

field supervisor communicates with the project manager at a minimum twice per day to update the project manager of the activity in their particular zone or sector.

The field supervisor works “hand in hand” with the sector safety manager and quality control manager to ensure a safe and compliant operation in the field. He answers directly to the project manager but is instructed to take action if the safety or QC manager raises any safety concerns and has the authority to stop work. Daily and QC reporting is a primary and important function of the field supervisor; they are to fill out and submit daily reports to the project manager for all activities within that zone on a daily basis.

Crew Supervisor will be responsible for individual or a group of crews working within a specific debris zone. The Supervisor will oversee the actual collection and loading of all debris along with the proper segregation and identification of various waste streams such as Vegetative, C&D, White goods and HHW. Supervisors are tasked with directing the individual crews within the zones and their specific zone assignments and ensuring safe traffic control with the aid of the QC manager and Safety Manager. The crew supervisor handles all zone maps and sub-zone maps with individual crews. Subcontractors will be assigned zones and crews will subsequently be assigned sub zones; crew supervisors shall distribute these crew maps and manage their production and boundaries within these zones.

Site Managers shall be assigned to each and every site located within any debris mission to include TDSRS, staging sites and final disposal sites. The Site Managers will oversee and direct all unloading, reduction, traffic control, inspection tower issues, site equipment and trucks. Site Managers report directly to the project manager, but also communicate with the crew and field supervisors.

MOBILIZATION

If the storm becomes a threat, 24-48 hours before impact, manpower and equipment are mobilized and staged in a safe location near the area of impact. Subcontractors are put on notice, and emergency communications are made available. Locations for a mobile command center are scouted and chosen based on factors such as proximity to major roads and severity of impact.

Because DRC ES has partnered with major fuel companies and compiled a list of regional emergency diesel and gasoline suppliers, temporary shortages will not affect operations. Field maintenance/fuel personnel will prepare their assigned maintenance/fuel vehicles for deployment in accordance with the appropriate inventory and safety checklists.

DRC personnel will ensure, that the command center, if utilized, contains all required equipment and supplies, that communications have had a full systems check and that all required equipment/supplies are in order prior to departure. Portable power supplies will also be safety inspected and load tested prior to departure. DRC over-the-road equipment transports and operators will initially conduct equipment transportation. Additional equipment transportation will be contracted, as needed, by over-the-road equipment transporters and operators through pre-established standing agreements.

Compliance Measures

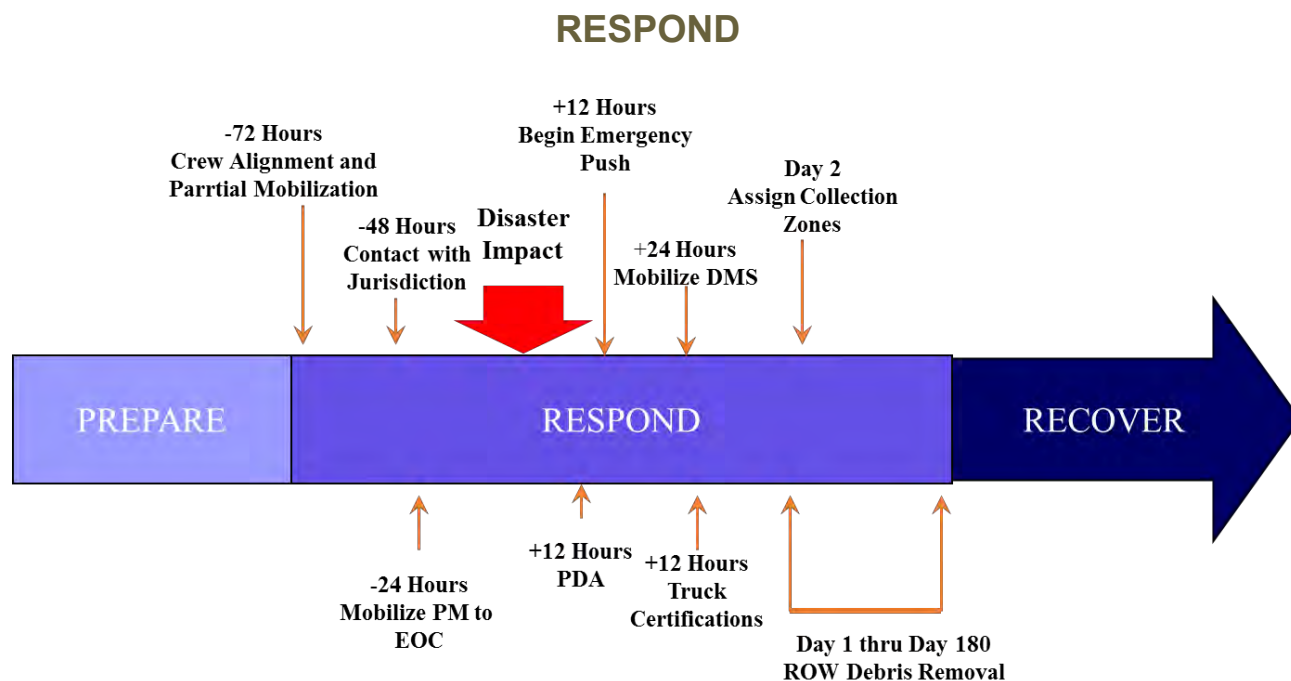
DRC's Safety Officer will conduct a safety briefing and safety equipment check prior to equipment operation to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan. Within three days of Task Order/Notice to Proceed, DRC will furnish The City of Port Orange with a site-specific Management/Operations plan, along with a Quality Control Plan and site-specific Safety Plan.

All personnel records (management, supervisors, foremen and laborers) will be reviewed prior to deployment to ensure they have documentation of current training.

TDSRS teams will also secure all necessary clearances, permits, and licenses to operate the site(s) and will submit Site Plans to The City of Port Orange complete with Site Specific Safety and/or Accident Prevention Plans, a Traffic Control Plan to properly manage site ingress and egress, a Dust Control Plan, and/or a Fire Prevention Plan, plus a complete Subcontracting Plan listing all subcontractors. Within 48-72 hours, TDSRS location(s) will be fully operational, complete with ingress and egress points, inspection towers, water runoff protection, and containment berms and/or geotextile.

PUBLIC NOTICES

DRC will provide weekly public notices of the debris removal schedule. These notices will be advertised in local major newspapers and will be of sufficient size to be easily seen by readers. They will also be advertised on at least two local major radio stations which have markets in the City of Port Orange. These announcements will be aired a minimum of four (4) times daily during the period with peak listeners for a minimum of thirty (30) seconds each and be run a minimum of three (3) days per week. DRC understands that all public notices must be approved by the City of Port Orange prior to release. The notices will contain a description of the work, how debris should be placed on the right of way, what eligible debris is, and the schedule for removal.



Responding to natural and man-made disasters and emergency clearing of debris is the core business of DRC ES and has been for twenty-seven years. We understand that a response is expected and needed immediately after the disaster occurs to help save lives and minimize loss.

DEBRIS OPERATIONS PLAN

Response Time

As the City's standby Contractor, DRC Emergency Services intends to adhere to the following time frames in which services can be provided without unwarranted delay or interference. DRC ES will mobilize the appropriate number of personnel and equipment crews as required immediately upon request. Advance deployments will be strategically staged in advance of a predicted weather event. DRC will commence mobilization of equipment, operators, and laborers immediately upon receipt of a Task Order that shall meet all requirements of The City of Port Orange.

- **WITHIN 12- 24 HOURS:** DRC ES initiates Emergency Road Clearance (Push) operations with 15-20 crews or more as dictated by the events severity. These crews will work in conjunction with City/County Public Works and the State Department of Transportation. Crews generally consist of a piece of equipment capable of blading the roadway clear (Front Loader, Motor-grader etc.), a chainsaw operator and a ground crew of two persons. This process is operated for 70 total hours only.

- **WITHIN 48 HOURS:** When the initial assessment phase is complete DRC ES submits the required information such as site specific safety plan, insurance, bonds, quality control plan, subcontracting plan with specific subcontractors, location of staging area, location of Temporary Debris Storage and Reduction Sites, final disposal sites and all applicable licenses, permits, organizational structure etc. Truck certification is underway from the Monitor. Emergency Road Clearance is complete, DMS final selection is complete, permits applications for use have been completed and construction is underway. DRC ES's projected management staff, including subcontractors and consultants, have become operational. All loading and hauling operations have begun.
- **WITHIN 72 HOURS: 75% MOBILIZATION** – At this level of mobilization, the average daily production rate for load and haul will be approximately 25,000 cubic yards/day and will involve 50 hauling trucks (mostly self-loaders).
- **WITHIN 96 HOURS: 100% MOBILIZATION:** Considering the volumes estimated within this model (one million cubic yards), DRC ES will be operating 70 pieces of equipment and support (flaggers, ground maintenance crews, supervisors etc.). The daily collection volume will average 35,000 cubic yards per day. The load and haul portion of this debris project can be concluded within 45 days with TDSRS site operations and closure lasting a total of 60 days.

DRC Emergency Services proposes the following time frames in which services can be provided without unwarranted delay or interference:

Project Mobilization Team

DRC ES's Project Mobilization Team of Project Managers and administrative staff will be on site within 12 hours of Task Order notification prior to or immediately following a disaster event. The Team will then conduct an immediate disaster assessment in coordination with the City staff and begin the staging and deployment of equipment, crews and logistical support.

DRC ES staff has established the site location(s) used for the temporary field office/s, communication unit, lay-down yard and support systems at our local teaming Partner(s) locations.

Operations Manager

The Senior Management together with the Project Management Team will assign and provide a DRC ES Program Manager to the City debris Manager. The Program Manager will henceforth be on call and available to respond to the County's Debris Manager 24 hours a day, 7 days a week throughout the life of the Project. The DRC ES Program Manager will have full electronic linkage to the owner via cell phone, satellite phone, internet, and/or two-way radios.

Operational Plans

Within 3 days of NTP, DRC ES will furnish the City Debris Manager with a Management/Operations plan specific to the Task Order and with a Site Specific Safety Plan. DRC ES will also furnish the City with a complete Subcontracting Plan listing all subcontractors being used and intended to be used.

Measurement

Beginning during the mobilization phase (12-24 hours after impact), trucks and trailers used for the purpose of transporting debris will be measured by the monitoring firm. DRC ES will provide appropriate measurement forms as specified by the City and certifications will be entered into the monitor's electronic system. A placard will be secured to each vehicle which specifies truck identification and cubic yard capacity.

MOBILIZATION-EMERGENCY DEBRIS ROAD CLEARANCE (PUSH)

This operation is accomplished when time is of the essence, normally within the first 70 hours after an event. Although this is a time critical operation, safety of personnel and the general public is paramount to a successful operation. Extreme caution must be exercised during this phase of the debris management operation to avoid downed live electrical wires and other such dangerous circumstances. Once this task is accomplished, or coinciding with the progress of this task, debris removal from public easements, property and rights-of-way begins.

As tasked by the City, DRC ES will supplement Emergency Road Clearance which involves the emergency clearing, cutting, tossing and/or pushing of debris from the primary transportation routes to the medians or sides of the public rights-of-way (ROW). Under direction of the City and the Monitor, DRC ES crews will work independently or in conjunction with the City/County's and State DOT crews to temporarily clear debris from pre-designated critical arteries to facilitate the movement of emergency vehicles and other critical traffic in the immediate aftermath of a disaster. Only a single lane is usually cleared at first with the additional lanes being cleared according to the needs and requirements of the City. In addition, entrances and routes to

DRC Emergency Services, LLC	
Contract # _____	
Location _____	
Cubic Yard Load Ticket	
No. 132191	
Agency Initials	Zone/Area
	Mileage
Date: _____	
Time: _____	
Crew No.: _____	Pick-Up Location: _____
Cubic Yard Total: _____	
Truck No.: _____	Truck Capacity: _____
Materials:	
☐ Vegetative	Miles
☐ C + D	☐ 0 - 15
☐ White Goods	☐ 16 - 30
☐ OTHER	☐ 31 - 50
Comments: _____	

Signatures:	
Agency: _____	
DRC ES, LLC: _____	

hospitals and emergency service facilities, such as fire and police departments, are given priority during this emergency debris and fallen tree clearance period. The equipment utilized in this operation can include, but is not limited to: large rubber tired loaders with grapples or rakes; small bobcat type loaders to access narrow areas; and other specialized clearing equipment as may be required by local conditions. Additionally, service trucks for maintenance and/or fuel and vehicles for personnel transportation and supervision are required. Personnel, such as heavy equipment operators, truck drivers, and operators with chainsaws, general laborers with tools, flagmen, mechanics, supervisors, and project managers are always required.

Operations

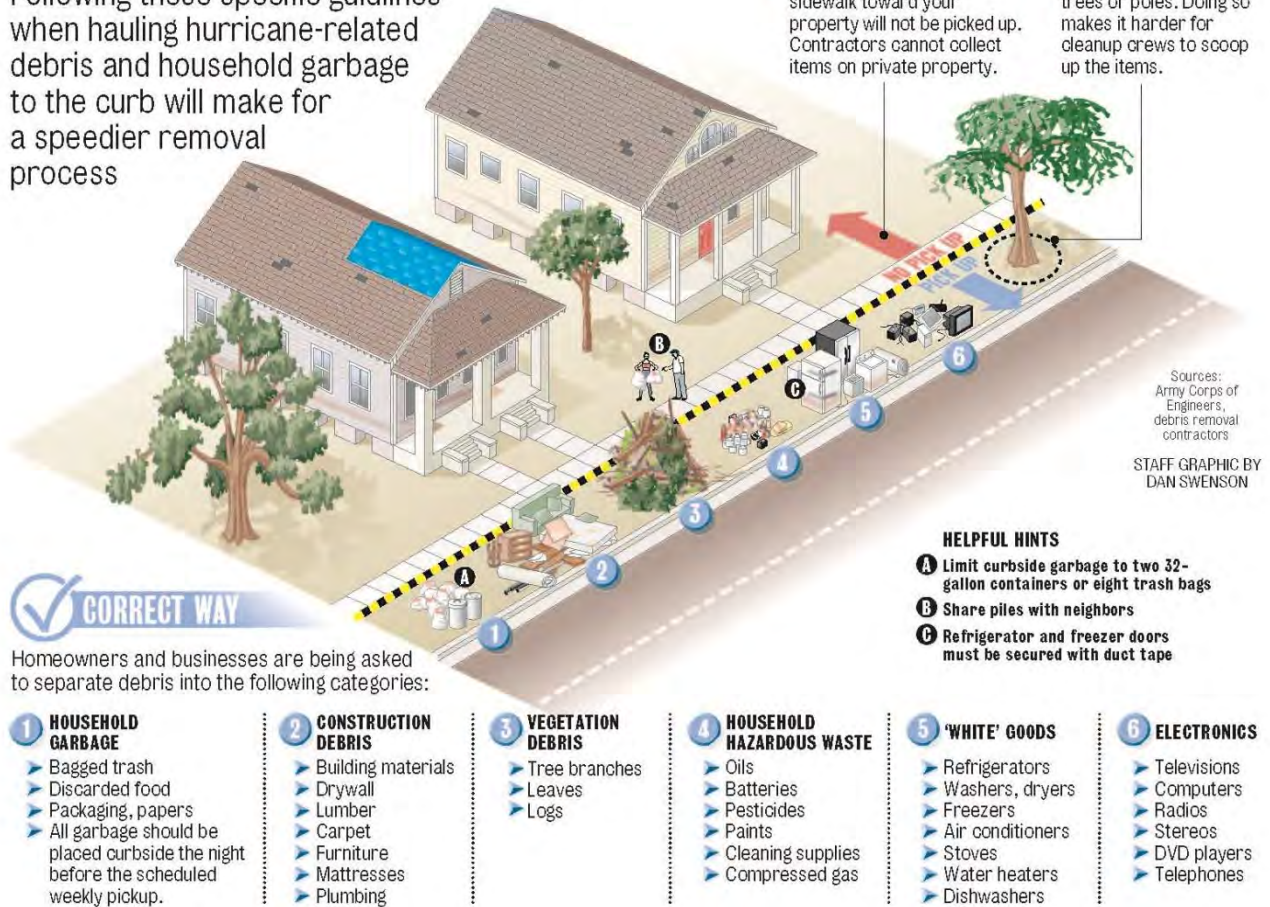
- Clear debris from roads in the order of and number of lanes as tasked by The City of Port Orange.
- Clear debris from parking lots, areas of ingress and egress and any other area of hospitals, shelters, emergency operations center, etc. as tasked by The City of Port Orange.
- Operators and hand crews will be instructed to perform in a workman like manner to prevent damage to salvageable and/or undamaged property and prevent personal injury to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan.
- Attempt to make roadways and intersections as safe as possible from sight and traffic obstructions to ensure compliance with the Accident Prevention Plan and Site Specific Safety Plan.
- All supervisors will maintain personnel and equipment hours on a per day basis.

DEBRIS REMOVAL FROM PUBLIC RIGHTS OF WAY

Through the installment of PSAs, public participation can enhance the efficiency of the collection/material separation process. A typical flyer which defines material separation:

PICKING UP THE PIECES

Following these specific guidelines when hauling hurricane-related debris and household garbage to the curb will make for a speedier removal process



MULTIPLE SCHEDULED PASSES

In order to allow citizens and municipal agencies to return to their properties and bring debris to the right-of-way as recovery progresses, multiple scheduled passes of each area impacted by the disaster may be required. Typically, three passes are performed to ensure a quality and complete performance of the work required.

Each location where debris collection is performed shall be under the direction of a qualified supervisor and a representative from the monitoring firm. Electrical equipment or conductors in the vicinity shall be considered energized. Prior to collection operations, the employee operators shall consider:

- Trees and the surrounding area for anything that may cause trouble when the trees are loaded.
- Shape of the tree, the lean of the tree, and decayed or weak spots
- Wind force
- Location of bystanders
- Electrical hazards
- Traffic control devices/personnel

The work area shall be cleared to ensure safe working conditions. Brush and logs shall not be allowed to create a hazard at the work site. Logs and brush shall be securely loaded onto trucks in such a manner as not to obscure tail or brake lights and vision, or to overhang the side of the vehicle.

LOADING AND HAULING OPERATIONS

All field supervisors shall ensure that all debris disposal-hauling operators are licensed and/or certified to operate required equipment. All debris disposal operators will be given area maps designating assignment/authorized areas of operations as well as transport routes designated and/or approved by the City. All debris equipment operators shall visibly display colored placards provided by the Contractor and, if applicable, the City. Any signs provided by the government will be displayed on both sides of the forward most section of the vehicle bed, unless otherwise directed by the City. Colored paper signs/passes will be displayed in the driver's side windshield of each vehicle. The color of the sign/pass is subject to change, without notice, to ensure quality control measures and regarding authority to exit work sites and enter disposal site(s). This system, in conjunction with the Monitoring Firm's electronic monitoring system, provides a redundant check and balance.

All debris will be picked up and loaded into haul trucks in a safe and workman-like manner to ensure compliance with the Accident Prevention Plan. *Safety will not be compromised.* All crew foreman and field supervisors will be responsible to ensure a rapid and cost effective as possible operation. Hand crews, to ensure maximum loading and safe transport of material and will right size all vegetative debris. All construction and demolition materials will be sized using heavy equipment to ensure maximum loading and safe transport of materials within DOT standards. Traffic control personnel, with appropriate traffic control safety equipment, will be stationed at each TDSRS approach point (where practical) to maintain traffic control and prevent personal injury.

This operation specifically entails the recovery and removal (pick-up and hauling) of all eligible debris from public easements, property and rights-of-way to designated Temporary Debris Storage and Reduction Sites and/or directly to a final disposal site. Eligible debris is typically that debris which was either generated directly by the event or as a result of the

event, and is in the public Right of Way and not on private property unless PPDR has been authorized:

1. Vegetative debris (stumps, logs and limbs)
2. Construction and demolition (C&D) debris
3. Metals
4. White goods (refrigerators, air conditioners, washers and dryers, etc.)
5. Electronics
6. Household Garbage
7. Hazardous and toxic wastes (HTW) (industrial, commercial and household)
8. Asbestos Containing Material (ACM)
9. Soils and Sand

The equipment and personnel utilized for each operational phase will vary by the type, quantity and location and proposed disposal and/or reduction method of the debris. In all operations, regardless of type of debris, appropriate personal protective equipment for personnel is critical and will be employed.

Debris not defined as eligible by FEMA Publication 325 or State or Federal Disaster Specific Guidance or policies will not be loaded, hauled, or dumped.

PRIVATE PROPERTY DEBRIS REMOVAL

FEMA may extend public assistance to private property debris removal when it poses a threat to the public. Most likely an event such as the one being modeled herein will require a PPDR Program. When requested, the Contractor under the direction of the Monitor will initiate and manage a Right of Entry (ROE) program to remove debris on private property and/or demolish private structures that present a public safety hazard. Access must be granted by the property owner prior to entering their property, unless there is an immediate threat to the lives, health and safety of the owner's citizens. FEMA 325 guide outlines procedures in more detail.

DEMOLITION

DRC Emergency Services, LLC employs many experienced supervisors, project managers, operators, and other technicians, many of whom have many years of experience in the demolition field. Demolition projects will be staffed with a Superintendent to oversee daily operations and a Project Manager responsible for subcontractor relations, schedule maintenance, and coordination with The City of Port Orange.

All demolition operations will be conducted in a safe, environmentally responsible manner, in accordance with the requirements of the local government. Operations will proceed with the disconnection of utilities to all structures. The structures will then be demolished to the slab on grade level. Structures will be removed completely prior to the removal of any street or curb improvements, so that a clean and durable means of ingress and egress can be maintained during demolition operations. Slabs on grade will be excavated and removed. Once a structure has been

completely removed, the area will be stabilized using the clearing and grubbing methods described herein.

Existing structures will be demolished using conventional construction equipment such as excavators, track loaders and bull dozers. Concrete slabs will be excavated using track type excavators and hammers (if necessary) and will then be crushed on site using portable concrete crushing technology. Debris and recycled materials will be removed from the site using dump trucks.

REMOVAL OF HAZARDOUS STUMPS

Throughout its history, DRC has been activated on hundreds of contracts which require the removal of hazardous stumps. Typically the stump removal is included in the final pass of the ROW phase of the project. Stumps that are smaller than the minimum required to be billed under the stump line item will be hauled at the vegetative debris rate. For the stumps that qualify for billing under one of the stump line, the hazardous stump removal process begins by the monitoring firm or City representative measuring the stump and issuing a ticket with the stump measurement. DRC will then remove the stump and haul it utilizing the same equipment used to haul the vegetative debris. If the stump is too large to be hauled in this manner, a dedicated stump removal crew with a larger piece of loading equipment (typically a rubber tired front end loader) and a flatbed trailer will be used to load and haul these large hazardous stumps. All proper work zone safety and traffic control will be used during this process. After extracting the hazardous stumps, DRC crews will backfill the holes with the proper soil type.

A stump may be determined to be hazardous and eligible for Public Assistance grant funding as a per-unit cost for stump removal if it meets all of the following criteria:

- It has 50 percent or more of the root-ball exposed (less than 50 percent of the root-ball exposed should be flush cut);
- It is greater than 24 inches in diameter, as measured 24 inches above the ground;
- It is on improved public property or a public right-of-way; and
- It poses an immediate threat to life, and public health and safety.

HAZARDOUS TREE AND LIMB REMOVAL

DRC Emergency Services has extensive experience in the removal of downed trees, felling damaged trees and clearing of vegetative debris. In all aspects of this work DRC ensures its employees work in a safe and efficient manner, utilizing the most appropriate equipment and best work practices.

An eligibility determination shall be made by the jurisdiction or its representative using the following criteria:

* A tree is considered "hazardous" if its condition was caused by the disaster; if it is an immediate threat to lives, public health and safety, or improved property; and if it is six inches in

diameter or greater, when measured two feet from the ground; and one or more of the following criteria are met:

- It has more than 50 percent of the crown damaged or destroyed.
- It has a split trunk or broken branches that expose the heartwood.
- It has fallen or been uprooted within a public use area.
- It is leaning at an angle greater than 30 degrees.

Trees determined by the jurisdiction to be hazardous and that have less than 50 percent of the root-ball exposed should be cut flush at the ground level. The cut portion of the tree will be included with regular vegetative debris. The eligible scope-of-work for a hazardous tree may include removing the leaning portion and cutting the stump to ground level.

Right of way (ROW) removal of dangerous hanging limbs (hangers)

Criteria for the removal of hangers will be determined by the jurisdiction using the following criteria:

Limbs must be:

- Greater than 2" in diameter
- Still hanging in a tree and threatening a public-use area (trails, sidewalks, golf cart paths)
- Located on improved public property

All hazardous limbs in a tree should be cut at the same time, not in passes for particular sizes. DRC specialized equipment, such as Giraffes or circular telescoping trimming apparatus that is capable of making hundreds of cuts in a ten hour day.

Downed trees will be removed utilizing a combination of ground crews and equipment, the exact mix of which will depend on the disposition of the debris material. For example, trees on roadways will first be moved to the right-of-way (ROW) with heavy equipment (e.g. front end loader, excavator, skid-steer loader) before being cut by a ground crew into portions which can be placed in self-loading knuckle-boom trucks.

Eligible trees off the ROW will be pulled towards the roadway with heavy equipment before being reduced to an appropriate size and placed in self-loading trucks.

Standing or leaning damaged trees will be felled to the ground before reduction and loading, as described above. The felling of trees will be by certified fallers with chainsaws or with tree felling equipment (e.g. Hydro-Ax) and on some occasion Feller-bunchers, depending on location, access and size.

Vegetative debris on the ground will be handled as described for downed trees, with equipment used to pile the debris on the ROW where it can be accessed by self-loading trucks for removal and disposal.

DRC places safety above all else in all its work and all employees on site will be trained for their specific tasks. Appropriate personal protective and safety equipment (PPSE) will be worn at all

times (e.g. head, hearing and hand protection) on the job site. Chainsaw operators shall be required to wear approved leg (chaps) and foot protection in addition to the mandatory PPSE.

Only designated, qualified personnel shall operate machinery and mechanized equipment. Machinery or equipment shall not be operated in a manner that will endanger persons or property, nor shall the safe operating speeds or loads be exceeded.

All machinery and equipment shall be inspected daily to ensure safe operating conditions: Certified personnel will conduct the daily inspections and tests. Tests shall be made at the beginning of each shift during which the equipment is found to be unsafe, or whenever a deficiency which affects the safe operation of equipment is observed, the equipment shall be immediately taken out of service and its use prohibited until unsafe conditions have been corrected. Records of tests and inspections shall be maintained at the site by the contractor, and shall be made available upon request of the designated authority, and shall become part of the project file.

DRC Emergency Services, LLC and its subcontractors, own substantial trucks and specialized pieces of heavy equipment, attachments and support equipment specifically designed for emergency response. DRC and/or their subcontractors have national priority contracts with multiple national equipment leasing companies and subcontractors and/or independent contractors through which hundreds of trucks and/or pieces of heavy loading equipment are available to supplement DRC's and/or the subcontractor's fleets.

LAND BASED VEHICLE AND VESSEL REMOVAL

DRC has extensive experience in the recovery of post disaster vehicles and vessels initially in Guam and most recently following hurricane Katrina in Louisiana. The Louisiana project involved the recovery of vehicle and vessels throughout the state of Louisiana and a specific projection for identification, return, and ultimate recycling.

Vehicle and vessel recovery programs typically involve multiple aggregation sites where the collected vehicles and vessels are systematically placed. The process varies from state to state, however, a notification process following legal guidelines is always a prominent part of the program. Additionally, fluids, tires, and Freon containing parts must be dealt with using an ecological method. Ultimately the goal of the program is the release of the vehicle and vessel to its proper owner and insurance companies with the balance of the units being recycled. In Louisiana, the proceeds from the scrap metal recycled reverted back to the state.

CANAL/WATERWAY DEBRIS REMOVAL

DRC will coordinate with the appropriate local, state or federal agencies with jurisdictional authority to remove debris in natural or manmade waterways within the City limits. DRC will mobilize small barges, marsh buggies, airboats and additional small watercraft from existing marinas and public/private access points. Due to the shallow water depths and tidal movement, we propose to use smaller watercrafts that are configured to work in these draft environments.

EXPERTISE IN THE REMOVAL OF DEAD ANIMALS AND PUTRESCENT DISPOSAL

Improper disposal of animal carcasses can contaminate drinking water sources or spread disease. It is DRC Emergency Services, LLC's policy to handle and dispose of animal remains with care and in accordance with all state and local regulations.

If possible, all identified carcasses should be disposed of within 48 hours of death. There are several approved methods for the disposal of animal carcasses:

- **Incineration** at a secure and pre-approved site.
- **Deposition** in a contained landfill approved for remains disposal.
- **Composting**, with approval, is a sanitary and practical method of carcass disposal.

Breakdown of the carcass occurs by bacterial degradation and yields an odorless, humus-like substance that can be applied to fields using common manure-spreading equipment. Fertilizer values typical of composted carcass material contain 25 lb. of nitrogen/ton, 13 lb. of phosphorous/ton, and 7 lb. of potassium/ton. The use of composting as a method for the disposal of carcasses often requires a permit from the state's Department of Agriculture. Properly designed composting systems have a positive environmental impact, reduce the amount of solid waste that may potentially be dumped into landfills, yield no air or water pollution, and require no chemical additives. The ingredients required for composting are simply moisture, air, bacteria, and a carbon source (straw, inedible feed, bedding material, and other materials).

Animal carcasses will be transported in a covered vehicle; the bed or tank will be constructed so that no drippings or seepage from the carcass can escape from the vehicle. Any animals found that are suspected to have died of a highly contagious, infectious, or communicable disease will be transported by certified professionals and in accordance with all state and local laws and regulations.

CLEAN FILL DIRT

DRC will place compacted fill dirt in ruts created by equipment, holes created by stump ends, and other areas that pose a hazard to public access upon direction of the City. This clean fill dirt will be compacted and directed by the City.

MAJOR DEBRIS TYPES AND SPECIALIZED REQUIREMENTS

All debris will be processed and segregated into the following five main categories:

- **Vegetative Debris**
Vegetative debris operations equipment may include, but is not limited to: rubber tired loaders with buckets, rakes or grapples; rubber tired excavators with grapples or thumbs; tele-handlers; track type loaders with rakes, grapples (to be utilized only under certain

permitted conditions); trailer or truck mounted knuckle booms with grapples or clam shells; self-loading trucks (knuckle boom with grapples or clam shells); farm type tractors with box blades, flat blades or brooms; bobcat type loaders; bucket trucks with 50' booms for hazardous tree and limb trimming (including Hanger and Leaners located on improved public property, overhanging and threatening a public use area or a possible threat to traffic); 30 ton or larger cranes to remove heavy stumps and or trunks; haul trucks ranging in size from 16 to 120 cubic yard capacity; roll-off dumpsters; flat-bed tractor trailers to transport equipment or stumps and oversized tree trunks, fuel and service trucks.

Vegetative debris operations personnel requirements may include, but are not limited to, equipment operators; superintendents with trucks; foremen with trucks; operators with chainsaws; traffic control personnel; general laborers with tools; safety personnel; mechanics; hazardous materials technicians; documentation personnel; quality assurance personnel and project managers.

- **Construction and Demolition (C & D) Debris**

C&D debris operations may use the same equipment as for vegetative debris. Curbside separation by the contractor and public is important to ensure proper segregation of vegetative and C&D debris and to segregate any hazardous and/or household hazardous waste. A debris pick-up and haul operation that is primarily focused on C&D debris may also require TDSRS equipment such as: D-6 or larger dozers; track-type excavators with impact hammers, electromagnets and/or concrete shears and/or grapples and other specialized equipment to segregate or prepare the debris for transport. The personnel requirements for C&D debris operations are similar, if not identical, to those of vegetative debris operations. The Contractor and its subcontractors have made provisions to acquire necessary equipment. Access to additional equipment required for these services, including front-end loaders, excavators, rubber-tired backhoes with grapples, knuckle boom loaders, dump trucks, dump trailers and service trucks have been located.

- **Metallic Debris and White Goods**

White goods can present a difficult dilemma to the recovery efforts. If white goods contain Freon, the Freon must be removed before it is accidentally released into the air in violation of the U.S. Environmental Protection Agency regulations. Typically, white goods are moved to Temporary Debris Storage and Reduction Sites prior to Freon removal so the removal activities can be more effectively monitored and thoroughly controlled. Freon is then removed by a licensed Freon recycler and the white goods are crushed or shredded in the recycling program.

White goods recovery (pick-up and haul), with the exception of white goods requiring Freon recovery, is treated and accomplished as though it were either C&D debris or recyclable debris, dependent upon the final disposal source. Each Freon containing piece of white goods should be hand or mechanically loaded in such a way as to not allow crushing of the Freon lines or premature release of the Freon. Equipment and personnel would also be treated as a C&D debris or recyclable debris operation, dependent upon the

final disposal source. DRC has extensive experience with white goods and Freon recovery. DRC recovered, shred and removed an estimated 80,000 pieces of white goods in one major storm alone.

Removal of Freon, chemicals, food, and/or fluids from white goods will be accomplished only by properly licensed and credentialed personnel.

- **Household Hazardous Waste and Hazardous Toxic Waste**

Hazardous and toxic waste (HTW and HHW) requires special handling that must be accomplished with very precise adherence to standards and regulations. Safety to the workers and the citizens of the area is paramount. With this in mind, the Contractor works with their specialized subcontractors to establish and implement proper handling procedures for HTW and HHW. These procedures include the segregation and removal of HTW and HHW from the debris stream at the curbside. Additional recovery of HTW and HHW will/can occur within each TDSRS. Recovered HTW and HHW is removed to a proper disposal site or temporarily stored in the lined or contained HTW and HHW disposal areas constructed within each TDSRS as required. DRC ES will set up a lined containment area and separate any Household Hazardous Waste inadvertently delivered to a TDSRS by debris haulers and will be responsible for the removal and disposal of this material. Commercial and industrial hazardous waste such as chemicals, gas containers, transformers, and any other form of hazardous or toxic matter will also be set aside for collection and disposal.

HTW must be collected, handled and disposed of by specially trained HAZMAT technicians. In addition, DRC ES intends to utilize national or regional firms who are fully licensed and accredited to manage, handle and dispose of HTW.

- **Asbestos Containing Materials**

Known or suspect asbestos containing material will be segregated from other debris and handled only by licensed and certified asbestos supervisors of the Debris Contractor. ACMs will be encapsulated for hauling, in accordance with OSHA, EPA and State of Florida.

TEMPORARY DEBRIS STORAGE AND REDUCTION SITE OPERATIONS

Staging

Within 24 hours of Task Order, personnel and equipment will be deployed to establish Temporary Debris Storage and Reduction Site (TSDRS) at locations identified within in conjunction with the City Environmental Manager. The operation may include, but is not limited to the building of roads, erecting of fences, construction of containment areas, and placement of inspection towers. At minimum, the TDSRS equipment and crew may consist of: Air Curtain Incinerator, one track-hoe, two dozers, two towers, five 16-20 cubic yard dump trucks, one rubber tired loader, one water truck, one motor grader, tub grinder, one site manager, one night manager, eight equipment operators, two supervisors, five laborers and sufficient light plants.



DRC ES shall provide all specified equipment, operators, and laborers for TDSRS management, debris reduction processing and recycling operations.

TDSRS Teams will also secure all necessary clearances, permits, and licenses to operate the site(s) and will submit Site Plans to the owner complete with Site Specific Safety and/or Accident Prevention

Plans, a Traffic Control Plan to properly manage site ingress and egress, a Dust Control Plan, and a Fire Prevention Plan. Within 48-72 hours, required TDSRS location(s) will be fully operational complete with ingress and egress points and inspection towers.

The inspection of every load, in and out, is critical to the documentation of the overall process. The TDSRS inspection towers provide a location for load verification and documentation by the Monitor of all incoming and outgoing debris. Once documented, all debris is processed in accordance with applicable local, state and federal rules, standards, and regulations

Maintenance/Fuel Vehicles And Personnel

Maintenance/fuel vehicles will be assigned and manned as needed to provide an adequate supply of fuel to maintain equipment operations. Maintenance/fuel vehicles will be assigned and manned as needed to provide all required field maintenance.

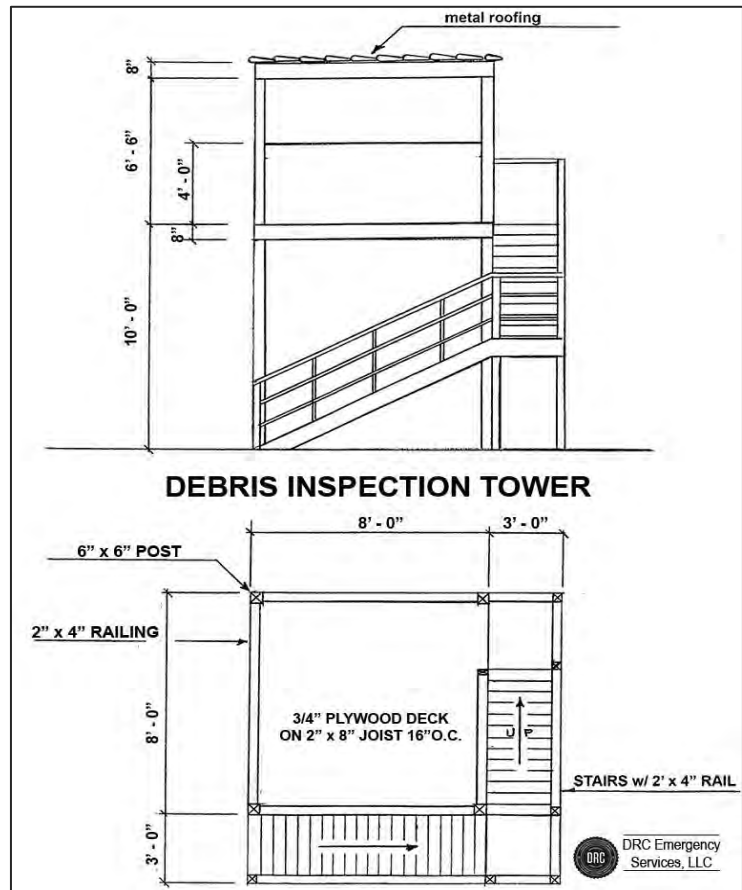
Site Safety Plan

The following information will be utilized to create a location specific site management plan and site safety plan.

- **Site Access** - Separate points of ingress and egress should be established if possible. Temporary acceleration and deceleration lanes should be established adjacent to the primary road leading to and from site access points, approved by the City. All temporary roads leading to and through the debris-staging site should be constructed and maintained for all weather use.
- **Inspection Towers** - Inspection towers shall be constructed to facilitate observation and quantification of debris hauled for storage at debris staging sites. Ideally, one tower shall be positioned at the point of ingress for use by the Monitor's inspector and

possibly a City inspector, one tower at the point of egress to ensure all debris hauling trucks are in fact empty upon leaving the site. One tower may be utilized if the ingress and egress point is the same.

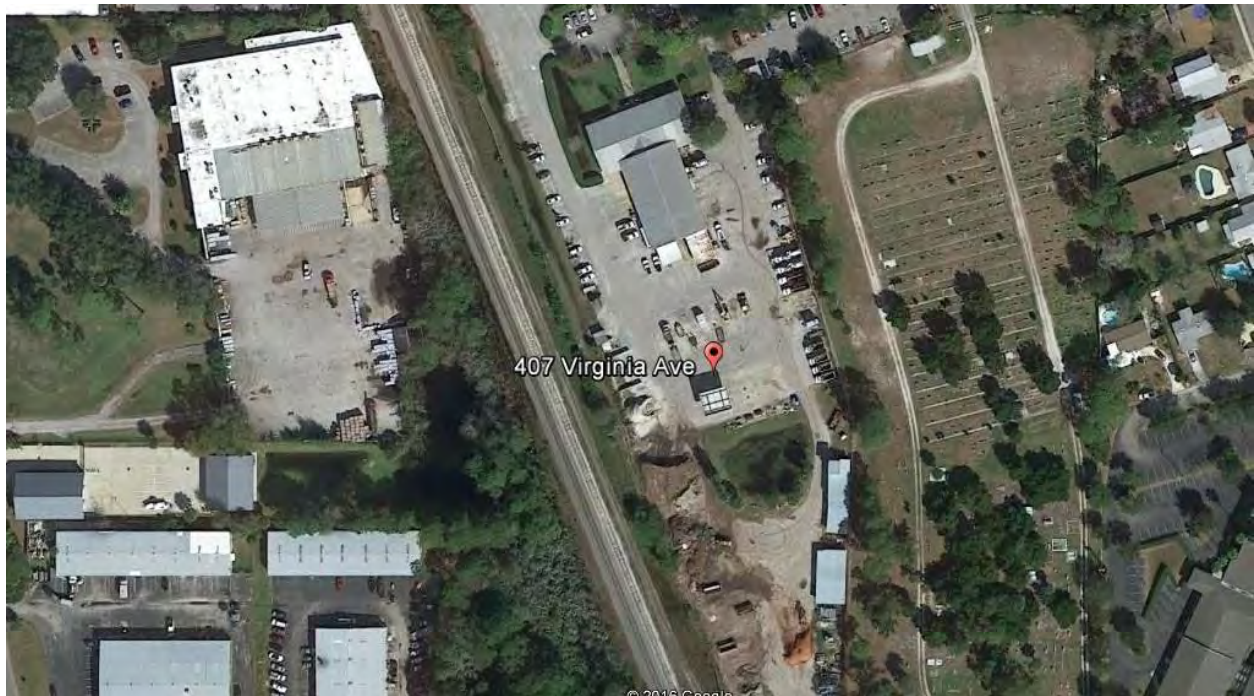
- **Traffic Controls** - Traffic control personnel, with appropriate traffic control safety equipment, will be stationed at the ingress observation tower to maintain vehicular and pedestrian traffic control. Additional traffic control personnel will be stationed throughout the site, as needed, to enforce proper dumping and prevent personal injury to ensure compliance with the Accident Prevention Plan.



- **Clearing And Grading** - Clearing and grading of debris staging sites will be accomplished, to the level required, in accordance with the site management plan and practical necessity.
- **Environmental Protection** - An Environmental Protection Plan will be followed to ensure compliance with required standards (Clean Water Act, Storm Water Act, Resource Conservation and Recovery Act, Superfund Amendments, Reauthorization Act and others). The plan follows FEMA 325 guidelines with procedures concerning erosion control, hazardous and toxic wastes and dust and smoke control.

PROPOSED TEMPORARY DEBRIS STORAGE AND REDUCTION SITES

407 Virginia Avenue



1990 Tomoka Farms Road



DEBRIS STORAGE AREA

Debris will be segregated into 5 main areas of concern as follows unless otherwise instructed by the Government:

- **Vegetative debris** - Vegetative debris will be cleaned of C&D debris to the extent possible to facilitate compliance with requirements for reduction.
- **Construction and Demolition (C&D) Debris** - C&D debris may be dampened prior to dumping and periodically as needed. Segregation of materials within the site will provide for separate piles for wood, metals, bricks and mortar and soils.
- **Recyclable/salvage** - Recyclable/salvageable materials will be stock piled in accordance with FEMA 325
- **White goods** - White goods will be stock piled and prepared for recycling.
- **Hazardous and/or toxic wastes (HTW)** - HTW will be segregated and stored in environmentally approved containment area. All site personnel will receive a safety briefing regarding operations involving HTW to prevent personal injury and ensure compliance with the safety plan. HTW containment site perimeter will be posted and secured for personnel safety.

DEBRIS REDUCTION METHODS

Grinding and/or Chipping Operations

Grinding/Chipping will be used when the situation is required (around populated areas). All vegetative debris will be reduced through grinding and/or chipping and by burning operations when allowed.

Although this operation is preferred for environmental purposes, however, it is the most time consuming and costly reduction method due to material handling, hauling and disposal costs after grinding and/or chipping operations have been accomplished. Grinding and/or chipping operations will be accomplished on the type of debris (vegetative and/or C&D) as directed by the City. Grinding and/or chipping of vegetative debris will be accomplished on the piles of vegetative debris as set out below.

Vegetative debris will be placed into two separate piles. The first pile will be the dumping point until a sufficient quantity has been accumulated to begin a reduction operation. The second pile will be started and accumulated until the reduction of the first pile has been completed at which time dumping of vegetative debris on the second pile will cease and the first pile will be replenished. This rotation will continue until reduction is complete.

Open Air Burning

Open air burning of disaster related debris is will be utilized when approved and appropriate. Open air burning will be accomplished on vegetative debris and/or clean woody debris only when directed by a City task order. All appropriate fire protection measures will be established and maintained in accordance with the site management plan. All personnel involved in open air

burning operations will receive safety training. Open air burning will be conducted above ground level. No open air burning will be conducted within 1000 feet of a structure or within 300 feet of the debris pile. An area of not less than 100 feet surrounding each burn site will be cleared of all combustible materials and marked to delineate the area as restricted.

Air Curtain Burning

This method of burning will be used for reduction on vegetative debris and clean woody debris only, unless otherwise directed. All appropriate fire protection measures will be established and maintained in accordance with the site management plan, site safety plan and the government task order. All personnel involved in air curtain burning operations will receive safety training. Air curtain burning will be conducted below ground level in a below ground pit, and above ground when geographically necessary. If above ground burning is required it will be conducted in an approved container suitable for the operation. If a below ground pit is used it shall be at least 8 feet, and no more than 20 feet, in depth and will be no wider than 1.1 times the width of the air curtain nozzle and no longer than 10-12 feet (15 feet maximum). No air curtain burning will be conducted within 1000 feet of a structure or within 300 feet of the debris pile. An area of not less than 100 feet surrounding each burn site will be cleared of all combustible materials and marked to delineate the area as restricted. All burning will be accomplished as set out in the US Army Corps of Engineers "DISASTER GUIDEBOOK."

Ash Disposal Area

At the end of each burning cycle, the ash residue from the burning operations shall be removed from the burning area and placed in a pre-identified Ash Disposal Area. The burning operations personnel will use this area to temporarily store the ash material prior to final disposal. Ash residue will be tested in accordance with the soil testing procedures approved by the final disposal site (TCLP etc.) Control of dust produced as a result of handling and/or storage of ash residue will be accomplished in accordance with the appropriate requirements of the site plan. Once the ash residue has reached a quantity requiring disposal, samples of the ash will be taken and examined in accordance with the established guidelines to determine the requirements for disposal.

FINAL DEBRIS DISPOSAL

The Contractor will conduct the final disposal of all debris, reduced debris, ash residue and other materials resulting from the debris management process in accordance with the applicable Federal, State and local laws, standards and regulations. The identification and acquiring of the final disposal locations will be a joint effort between the City and the Monitoring Firm. Final disposal locations can vary from the designated Landfill to after-market locations (metal recyclers, municipal recycling facilities, mulching operations, mulch incineration programs, co-generation plants etc.)

RECYCLING STRATEGIES

Vegetative Debris: Vegetative debris such as trees, stumps, brush, and leaf and yard waste make up the largest portion of the debris produced during tornadoes, hurricanes, and other natural

disasters. Vegetative debris can be collected, stockpiled, and processed to the specifications of a mulch or boiler fuel product.

Aggregates: Large amounts of aggregate debris such as asphalt pavement and concrete may result from the destruction of roadways during disasters. These materials can be collected, stockpiled, and processed to the specifications for road base aggregate or solid fill material.

Construction and Demolition Debris: Another large component of disaster debris is the construction and demolition (C&D) material that results from the destruction of homes, commercial and non-commercial buildings, and other structures. The materials produced from these sources may include wood, aggregates, metals, gypsum, plastics, and other miscellaneous components. These materials can be managed by using existing recycling facilities.

White Goods and E-waste: Electronic waste is devices or components thereof that contain one or more circuit boards and are used primarily for data transfer or storage, communication, or entertainment purposes. Televisions, computer monitors, DVD players, video cameras, fax and copy machines, video game consoles, radios, cell phones, etc. Electronics contain a hodgepodge of metals and materials that can be dangerous, given the large numbers that are likely to be thrown out in a hurricane's aftermath. Older electronics can contain lead, chromium, cadmium, mercury, nickel and zinc, all toxic to humans. However a number of materials like metals and plastics in electronics can be recycled which saves energy and resources. Metals recovered from white goods are recyclable and marketable.

Other innovative recycling strategies DRC will explore depending on the setting and scope of an event:

Composting to produce valuable fines and to de-contaminated materials: Wood chips, contaminated sediments, and other organic debris may be blended into windrows for thermal composting, such as is used to recycle green waste in many cities.

Segregation of bricks and aggregate for low-grade structural uses: Solid materials such as brick, fractured brick, cinder block, and aggregate may be segregated from the waste stream and used for structural applications such as erosion control, diversion features, landscape elements, and light-duty pavements.

Recycling of glass and ceramics into durable fines: Bottles, windows, and wall elements may be ground into sand-like fines for structural applications as described above, and also for beach renewal.

Recovery of copper and other metals: Copper wire and other metals may be separated and recycled into new wires, signs, and light-duty structures.

Production of biofuels for distributed use: The organic fraction of the debris stream may be pulverized and fashioned into high-BTU pellets, or anaerobically digested into natural gas. The

production and sale of refuse-derived energy is economically rewarded because renewable energy credits may be sold along with the energy produced.

TEMPORARY DEBRIS STORAGE AND REDUCTION SITE CLOSEOUT

Restoration is conducted during the closing of each TDSRS. The scope of remediation is determined at closure, relative to terms of the land lease (if any), or City directive. Generally, the site shall be restored to the same condition as it was upon entering. Remediation consists of final removal of all debris (including residual debris), removal and remediation of HTW, abatement of any safety and/or environmental concerns (to include environmental testing and/or monitoring, if required), the removal of temporary structures (including any inspection towers), grading and leveling, removal of roads and fencing, if appropriate, and potentially grassing or seeding of the site, if necessary, to documented pre-use condition.

Documentation and Inspection - A narrative description shall be prepared for each site. Photographs shall be produced to illustrate the current condition of the site compared to beginning photographs. Environmental Sampling to include:

- Soil samples, surface and sub-surface, may be taken and sealed in containers for comparison with post-use samples taken at the time of site closure.
- Prior to sealing these samples, a small portion of each sample will be tested to determine the presence of contaminants prior to use of the site.
- On-site and off-site samples will be taken of any water source.
- Water source samples will be stored and tested using the criteria stated above.
- Samples of both water and soil will be taken in accordance with the above standards after operations have ended (post use samples).
- Pre-use samples and post-use samples will be tested by a Certified Laboratory to establish a baseline for comparison.

Should contaminants be identified in the pre-use field test, a determination of whether or not a particular site or area of a site should be utilized will need to be made by DRC Senior Management and the client representative. Should contaminants be identified in post use test results that were not present in pre-use test results, remediation of the site or area of the site will be accomplished in accordance with Federal, State and local regulations as well as current industry standards.

Storm debris management by DRC is subject to inspection by the governmental contracting entity and/or any Public Authority in accordance with generally accepted standards, to insure compliance with the contract and applicable local, state and federal laws. DRC will, at all times, provide the government access to all work sites and disposal areas and will cooperate completely with Government Inspectors. In addition, authorized representatives and agents of any participating Federal or state agency are encouraged to inspect all work and materials. DRC and the government shall have in place at the TDSRS, personnel to verify the contents and cubic yards of all vehicles entering the TDSRS. Records are maintained for each load entering the

TDSRS, its cubic yardage is verified, and each vehicle leaving the TDSRS is viewed to verify that the contents have been emptied. DRC and the government monitor the material to determine that the load consists of eligible storm debris. DRC and the government have in place at the pickup site, personnel to verify the contents, location, date and time of the vehicles departing for the TDSRS and issuance of the load ticket to ensure the eligibility of the debris. Prior to use, DRC recommends that the government, including FEMA, if possible, establish and record the certified cubic yard capacity and perform a safety inspection of each haul vehicle. DRC recommends that all measurements be conducted by government personnel or independent third parties, and not DRC or the subcontractor. DRC has in the past provided disposal tickets, field inspection reports, and other data and/or forms sufficient to provide substantiation for Federal (FEMA, etc.) and State reimbursement to its government clients. DRC personnel and subcontractors have worked closely with various State Emergency Management Agencies, the Federal Emergency Management Agency and other applicable State, local and Federal Agencies to insure that eligible debris collection and the data documenting is sufficient and appropriately addressed.

Operational Environmental Protection - All work performed at and/or in relation to a debris-staging site will be performed in a skilled and workman-like manner. All debris staging site operations shall be conducted in accordance with the Company's Environmental Protection Plan and to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan.

Closure Procedures - Pre-use inspection and documentation information shall be utilized as a guide to restore each site to pre-use condition.

Removal Of Temporary Structures - All temporary structures such as fencing, inspection towers, temporary offices, sanitary facilities, etc., shall be removed from each site.

Restoration Operations - Each site shall be graded, as required to return the topography to pre-use elevations, unless otherwise directed by Government task order. Each site will be restored to pre-use condition by seeding, fertilizing and laying of straw as well as replacement of agreed-upon shrubs and/or trees.

Closure Documentation - The procedures described in Section F3 of this plan shall be followed for closure documentation.

Removal of Debris - Debris residue, not taken to the appropriate disposal site during debris disposal operations, shall be collected, recorded and hauled to the appropriate disposal site. DRC or a licensed hazardous waste remediation company shall be retained to accomplish the removal of all hazardous and/or toxic waste from each site if not already accomplished under separate agreement by the Government.

Final Inspection, Released and Acceptance of Government and/or Landowner - DRC's Senior Management, the Supervisor responsible for a particular site, the City's Representative and if applicable, the landowner shall constitute an inspection team. The Company Supervisor responsible for the applicable site shall have, for examination by all Inspection Team members,

the documentation package to include pre-use and closure inspection documentation as well as all chronological documentation created during the operational period.

ACCOUNTING AND DOCUMENT MANAGEMENT

DRC's invoicing procedure is as follows:

- Load tickets are received, logged, and then scanned into DRC's database system. Tickets are then entered and audited for accuracy.
- Invoice is worked up along with the ticket data backup.
- The reconciliation process then takes place with either the Monitoring Firm or the reconciliation contact with the municipality (if there isn't a Monitoring Firm).
- Once the invoice and ticket data has been 100% reconciled, the Monitoring Firm, or the reconciliation contact with the municipality, then recommends the invoice to FEMA for payment.
- Frequency: The invoicing is usually done on a weekly basis

Required Documentation

DRC ES shall submit daily progress and quality control reports to the governing entity for all activities. Each report would contain, at a minimum, the following information:

- Letterhead with DRC name and contact information
- Report Date
- Location of completed work
- Location of work for next day
- Daily and cumulative hours for each piece of equipment and crew (Emergency Clearance)
- List of roads that were cleared (Emergency Clearance)
- Number of Crews (including number of trucks and loading equipment)
- Daily and cumulative totals of debris removed, by category
- Daily and cumulative totals of debris processed, to include method(s) of processing and disposal location(s)
- Daily estimate of hazardous waste debris segregated, and cumulative amount of hazardous waste placed in the designated holding area
- Number of hazardous trees and hanging limbs removed.
- Problems encountered or anticipated

Typically, Daily Reports are co-signed by the governing entity's inspector to verify work performed. In addition, the governing entity receives an original copy of all load tickets and receives and verifies for co-signature, a Daily Reconciliation Sheet listing each load ticket, the truck number, crew number, street, truck volume, percent full, credited volume of debris removed and the total volume removed for the day. This Daily Reconciliation Sheet is typically verified by the governing entity and can become the invoicing document for the Contract.

Documentation and Recovery Process

Prior to the beginning of the hurricane season, DRC will meet with The City of Port Orange and the Debris Management Monitor to finalize and test the processes for inspection and documentation that are to be used during the response and recovery phase of debris removal. At all times, DRC will provide The City of Port Orange access to all work sites and disposal areas. DRC, The City of Port Orange and the Debris Management Monitor will have in place at the TDSRS personnel to verify and maintain records regarding the contents and cubic yards of the vehicles entering and leaving the TDSRS. The Debris Management Monitor will coordinate data recording and information management systems, including but not limited to:

- Prepare detailed estimates and submit to FEMA for use in Project Worksheet preparation.
- Implement and maintain a disaster debris management system linking load ticket and TDSRS information, including reconciliation and photographic documentation processes.
- Provide daily, weekly or other periodic reports for The City of Port Orange managers and the Debris Management Monitor, noting work progress and efficiency, current/revised estimates, project completion and other schedule forecasts/updates.

DRC will provide the following assistance:

- Recovery process documentation – create recovery process documentation plan
- Maintain documentation of recovery process
- Provide written and oral status reports as requested to The City of Port Orange Debris Management Monitor
- Review documentation for accuracy and quantity
- Assist in preparation of claim documentation

DRC will provide all requested information to the Debris Management Monitor that is necessary for proper documentation and understands that copies of complete and accurate records are required for the receipt of federal funds and must be supplied to the City. DRC will work closely with FEMA and other applicable State and Federal agencies to ensure that eligible debris collection and data documenting appropriately address concerns of the likely reimbursement agencies.

RELATIONSHIP BETWEEN DRC AND THE DEBRIS MANAGEMENT MONITOR

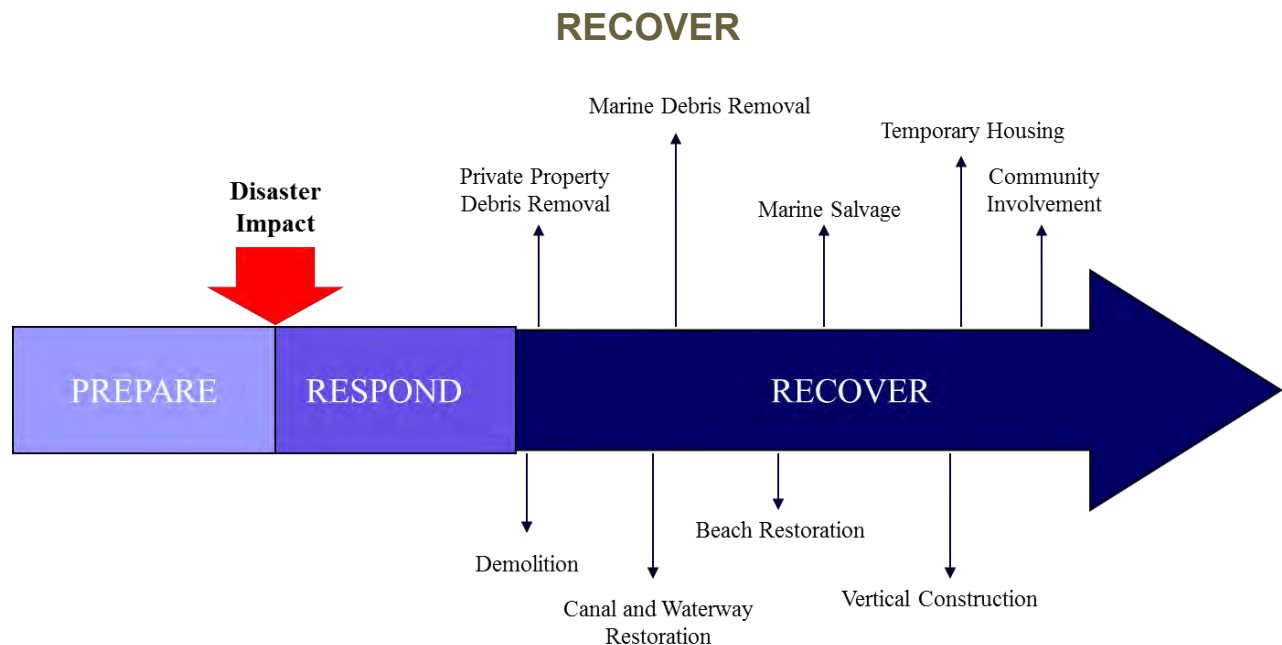
For more than twenty years, DRC has worked with third party debris monitoring firms in order to achieve successful projects. Understanding the key elements of 44 CFR and FEMA 325 enables DRC to operate congruently with the monitoring firm. It is very rare that DRC begins a debris project not having worked with the monitoring firm and without having familiarity with their personnel.

As such, DRC has worked with the systems and software of all the major third party monitoring firms. From manual ticketing to the more technical, Electronic tracking and ticketing systems, DRC has worked within every current iteration existing today.

TDSRS site selection is typically a function accomplished by DRC exclusively. However, DRC will certainly provide technical assistance to the Debris Management Team as required.

PROMPT COMPLAINT RESOLUTION

Within 24 hours of a damage report, an investigative team will be dispatched to determine the veracity and severity of the damage report. If validated, damages are repaired as quickly as physically possible, preferably commencing repairs on the day that the report is validated. If a subcontractor is involved, that subcontractor is asked to produce a plan to prevent further occurrences.



In addition to providing for the recovery of the physical environment, DRC ES is also committed to assisting The City of Port Orange, the overall recovery of its citizens and their economy. As such, DRC can provide an array of services to The City of Port Orange that will enable both the City and the citizens the means to establish a degree of stability and normalcy.

MARINE DEBRIS AND DERELICT VESSEL REMOVAL

Marine Debris and Derelict Vessels designated for removal will be identified using side-scan sonar. DRC has extensive experience with and will deploy side-scan sonar units to identify sub-surface marine debris. This approach provides for precise extraction of debris and does not disturb large areas of oyster beddings, or water bottoms. The City will provide GPS coordinates to DRC. Each debris removal vessel will be equipped with a GPS and side scan sonar. Debris removal crews will identify debris locations using coordinates and on-board GPS units. Crews will then deploy side-scan sonar to fine tune debris location. Following debris extraction from water, crews will verify complete removal using side scan sonar. No debris will be removed other than that which is designated and approved for removal by the City in advance.

SAND, SOIL, AND MUD REMOVAL AND SCREENING

As evidenced above, DRC is committed to restoring environmentally sensitive areas. The removal of debris and waste materials, the restoration of damaged and compromised natural and man-made habitats, and, in some cases, the reconstruction of damaged coastal, marine, and wetland environments are the core missions in a DRC disaster response. Furthermore, DRC is

committed to ensuring that our work, including the byproducts of our work, has zero or minimal environmental impact.

This work is handled differently than other aspects of debris removal in that the bulk of the material must be recovered, reclaimed and returned to its original location in its original condition.

Once the material to be removed is identified, large rubber tired front end loaders will be brought in to scrape and pile the soil for loading onto dump trucks or trailers. Once the material has been loaded, it will be transported to either a final disposal site (if deemed to be too contaminated for reclamation) or to a temporary staging facility for screening and repurposing.

Prior to commencing screening operations specialized rakes and/or shaker screens may be used to screen the larger foreign debris objects and set them aside for direct hauling to the final disposal site. After the sand has been sifted/screened, the clean material will be returned to a previously designated location for reuse. For documentation purposes, both the quantity of sand, soil or mud hauled to the centralized site, and the screened debris must be accounted for.

TEMPORARY HOUSING AND SUBSISTENCE SUPPORT

DRC headquarters personnel will secure temporary housing by the following priority of choice:

- Rental Property
- Efficiency lodging rooms
- Non-efficiency lodging rooms
- DRC or rental motor homes and/or travel trailers

DRC headquarters personnel will secure temporary sanitary facilities in the event such facilities are inoperable in the affected area.

DRC headquarters personnel will assure a reliable and safe supply of food and potable water for consumption by all personnel assigned to the field.

DRC headquarters personnel establish and maintain an “Emergency Contact List”, to include key medical information for all field personnel to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan.

EMERGENCY BASE CAMP

If the consequences of a disaster render the affected area incapable of accommodating basic needs such as housing, food, water, fuel and sanitary facilities, DRC’s team is fully prepared to establish Emergency Base Camps to house and support as many as 1000 disaster response personnel. DRC has extensive experience supporting governmental agencies in emergency response, having participated in numerous emergency response events. DRC’s resources will be augmented by experienced management and logistics teams from logistics teaming partners. Together, our companies have extensive experience in support of governmental operations, life support

contracts and post disaster environments. DRC will deploy a Camp Program Manager on-site to provide oversight, execution and quality control and will assign a command center response manager to each camp to coordinate sufficient staffing, resources, equipment and supplies for each site from a central location. Within 72-96 hours, DRC will establish a fully operational base camp for up to 1,000 persons within a disaster area. The camp will operate 24/7 for 30 or more days and will occupy approximately 2-10 acres.



EXHIBIT I - COST/FEE PROPOSAL - REVISED PER ADDENDUM NO. 1

RFP # 16-22

DISASTER DEBRIS REMOVAL and DISPOSAL SERVICES

(Include under Tab F of Proposal)

NAME OF BUSINESS:

DRC Emergency Services, LLC

CONTACT PERSON:

Kristy Fuentes

EMAIL ADDRESS:

Kfuentes@drcusa.com

AUTHORIZED SIGNATURE:

SCHEDULE A: SCHEDULE OF ITEMS

Items will be used for evaluation purposes only. Quantities are not guaranteed and are used for evaluation purposes only. Prices shall be all-inclusive of requirements as defined in the scope of work. All labor rates are to be fully burdened to include all taxes, benefits, handling charges, overhead and profits.

CATEGORY	DESCRIPTION OF SERVICES	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
MANAGEMENT AND REDUCTION	Debris Management Site Management: Preparation, management and segregating at debris management site	300,000	Cubic Yard	\$ 0.80	\$ 240,000.00
	Above Grade - Air Curtain Burning: vegetative debris	150,000	Cubic Yard	\$ 1.65	\$ 247,500.00
	Portable - Air Curtain Burning: vegetative debris	150,000	Cubic Yard	\$ 1.85	\$ 277,500.00
	Grinding: Grinding / Chipping vegetative debris	600,000	Cubic Yard	\$ 2.79	\$ 1,674,000.00
TOTAL MANAGEMENT AND REDUCTION:					\$ 2,439,000.00

VEGETATIVE COLLECT AND HAUL	Load and Haul Vegetative Debris from ROW to a DMS - (Mileage is based on a one-way haul distance)				
	0 - 30 Miles	300,000	Cubic Yard	\$ 7.49	\$ 2,247,000.00

C & D COLLECT AND HAUL	Load and Haul C&D Debris from ROW to a DMS - (Mileage is based on a one-way haul distance)				
	0 - 30 Miles	300,000	Cubic Yard	\$ 7.98	\$ 2,394,000.00

MIXED DEBRIS COLLECT AND HAUL	Load and Haul Mixed Debris from ROW to a DMS - Mixed debris consists of personal property items such as furniture, carpet, mattresses, etc. (Mileage is based on a one-way haul distance)				
	0 - 30 Miles	300,000	Cubic Yard	\$ 7.98	\$ 2,394,000.00

CATEGORY	DESCRIPTION OF SERVICES	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
WHITE GOODS COLLECT AND HAUL	Removal of Eligible Non-refrigerant White Goods - Work consists of load and haul eligible non-refrigerant white goods from ROW to DMS	500	Each	\$ 35.00	\$ 17,500.00
	Removal of Eligible Refrigerant White Goods - Work consists of load and haul eligible non-refrigerant white goods from ROW to DMS. Contractor shall be responsible for the proper removal and disposal of refrigerants as required by law.	500	Each	\$ 70.00	\$ 35,000.00



EXHIBIT I - COST/FEE PROPOSAL - REVISED PER ADDENDUM NO. 1

RFP # 16-22

DISASTER DEBRIS REMOVAL and DISPOSAL SERVICES

(Include under Tab F of Proposal)

NAME OF BUSINESS:

DRC Emergency Services, LLC

CONTACT PERSON:

Kristy Fuentes

EMAIL ADDRESS:

Kfuentes@drcusa.com

AUTHORIZED SIGNATURE:

TOTAL WHITE GOODS COLLECT AND HAUL:

\$ 52,500.00



EXHIBIT I - COST/FEE PROPOSAL - REVISED PER ADDENDUM NO. 1

RFP # 16-22

DISASTER DEBRIS REMOVAL and DISPOSAL SERVICES

(Include under Tab F of Proposal)

NAME OF BUSINESS:

DRC Emergency Services, LLC

CONTACT PERSON:

Kristy Fuentes

EMAIL ADDRESS:

Kfuentes@drcusa.com

AUTHORIZED SIGNATURE:

SCHEDULE A: SCHEDULE OF ITEMS (continued)

CATEGORY	DESCRIPTION OF SERVICES	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
TREE OPERATIONS	Removal of Hazardous Trees – Work consists of removing eligible hazardous trees and placing them at the nearest and safest location on the County ROW for collection as normal vegetative debris. (Measurements are the diameter of the tree up 54" from ground level)				
	6.0 inch – 12.9 inch diameter	100	Per Tree	\$ 35.00	\$ 3,500.00
	13.0 inch – 24.9 inch diameter	100	Per Tree	\$ 65.00	\$ 6,500.00
	25.0 inch – 36.9 inch diameter	100	Per Tree	\$ 135.00	\$ 13,500.00
	37.0 inch – 48.9 inch diameter	100	Per Tree	\$ 195.00	\$ 19,500.00
	49 inch and greater diameter	100	Per Tree	\$ 295.00	\$ 29,500.00
	Removal of Eligible Hazardous Limbs – Work consists of removing eligible hazardous limbs and placing them at the nearest and safest location on the County ROW for collection as normal vegetative debris.				
	Hazardous Limbs are 2" inches and greater in diameter at point of break.	100	Per Tree	\$ 88.00	\$ 8,800.00
TOTAL TREE OPERATIONS:					\$ 81,300.00

CATEGORY	DESCRIPTION OF SERVICES	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
FINAL DISPOSITION - REDUCED DEBRIS; COLLECT AND HAUL	Haul-out of Reduced Eligible DMS Debris to County Designated Final Disposal – work consists of loading and transporting reduced eligible disaster debris to a County approved final disposal site. (Mileage is based on one-way haul distance)				
	0 – 30.0 miles	600,000	Cubic Yard	\$ 3.63	\$ 2,178,000.00
	30.1 – 60.0 miles	600,000	Cubic Yard	\$ 4.73	\$ 2,838,000.00
	60.1 – 90.0 miles	200,000	Cubic Yard	\$ 5.83	\$ 1,166,000.00
	90.1 – 120.0 miles	100,000	Cubic Yard	\$ 7.33	\$ 733,000.00
	120.1 – 150.0 miles	100,000	Cubic Yard	\$ 8.83	\$ 883,000.00
	150.1 miles or greater	100,000	Cubic Yard	\$ 10.33	\$ 1,033,000.00
TOTAL FINAL DISPOSITION - REDUCED DEBRIS; COLLECT AND HAUL:					\$ 8,831,000.00



EXHIBIT I - COST/FEE PROPOSAL - REVISED PER ADDENDUM NO. 1

RFP # 16-22

DISASTER DEBRIS REMOVAL and DISPOSAL SERVICES

(Include under Tab F of Proposal)

NAME OF BUSINESS:

DRC Emergency Services, LLC

CONTACT PERSON:

Kristy Fuentes

EMAIL ADDRESS:

Kfuentes@drcusa.com

AUTHORIZED SIGNATURE:

SCHEDULE A: SCHEDULE OF ITEMS (continued)

CATEGORY	DESCRIPTION OF SERVICES	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
FINAL DISPOSITION - UNREDUCED DEBRIS; COLLECT AND HAUL	Haul-out of Unreduced Eligible Debris to County Designated Final Disposal – work consists of loading and transporting unreduced eligible disaster debris from a public property or ROW to a County approved final disposal site. (Mileage is based on one-way haul distance)				
	0 – 30.0 miles	500,000	Cubic Yard	\$ 7.99	\$ 3,995,000.00
	30.1 – 60.0 miles	500,000	Cubic Yard	\$ 9.09	\$ 4,545,000.00
	60.1 – 90.0 miles	300,000	Cubic Yard	\$ 10.19	\$ 3,057,000.00
	90.1 – 120.0 miles	200,000	Cubic Yard	\$ 11.69	\$ 2,338,000.00
	120.1 – 150.0 miles	100,000	Cubic Yard	\$ 13.19	\$ 1,319,000.00
	150.1 miles or greater	100,000	Cubic Yard	\$ 14.69	\$ 1,469,000.00
TOTAL FINAL DISPOSITION - UNREDUCED DEBRIS; COLLECT AND HAUL:					\$16,723,000.00

LABOR RATES: All labor rates are to be fully burdened to include all taxes, benefits, handling charges, overhead and profits; per diem and fuel is to be included in hourly labor rates.

CATEGORY	LABOR CATEGORY	UNIT OF MEASURE	UNIT PRICE
PROJECT MANAGEMENT	Project Manager with truck and cell phone	HOUR	\$ 90.00
	Field Supervisor with truck and cell phone	HOUR	\$ 75.00
	Administrative Assistant	HOUR	\$ 40.00
	Clerical Worker	HOUR	\$ 37.00
PROJECT MANAGEMENT TOTAL:			\$ 242.00



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SCHEDULE A: SCHEDULE OF ITEMS (continued)

CATEGORY	LABOR CATEGORY	UNIT OF MEASURE	UNIT PRICE
WORK CREWS	Heavy Equipment Operator	HOUR	\$ 45.00
	Tool Operator (Chainsaw)	HOUR	\$ 45.00
	Traffic Controller (flagman)	HOUR	\$ 45.00
	Laborer w/small tools	HOUR	\$ 37.00
	Hazardous Materials Worker w/gear	HOUR	\$ 85.00
	Mechanic w/truck and tools	HOUR	\$ 85.00
	Tree Climber w/chainsaw and gear	HOUR	\$ 90.00
WORK CREWS TOTAL:			\$ 432.00

SUMMARY OF SCHEDULE A: COST PROPOSAL FEES

CATEGORY	TOTAL PRICE
MANAGEMENT AND REDUCTION	\$ 2,439,000.00
VEGETATIVE COLLECT AND HAUL	\$ 2,247,000.00
C & D COLLECT AND HAUL	\$ 2,394,000.00
MIXED DEBRIS: COLLECT AND HAUL	\$ 2,394,000.00
WHITE GOODS: COLLECT AND HAUL	\$ 52,500.00
TREE OPERATIONS	\$ 81,300.00
FINAL DISPOSITION - REDUCED DEBRIS: COLLECT AND HAUL	\$ 8,831,000.00
FINAL DISPOSITION - UNREDUCED DEBRIS: COLLECT AND HAUL	\$ 16,723,000.00
PROJECT MANAGEMENT	\$ 242.00
WORK CREWS	\$ 432.00
TOTAL: SCHEDULE A	\$ 35,162,474.00



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AUTHORIZED SIGNATURE:

SCHEDULE B: SCHEDULE OF ADDITIONAL CONTRACT ITEMS

Additional Contract Items will be used for evaluation purposes only. Items are contract items and will be ordered at the unit prices provided should they be needed by the County.

B1. ADDITIONAL ITEMS

CATEGORY	LABOR CATEGORY	UNIT OF MEASURE	UNIT PRICE
SPECIALTY REMOVAL	Load, Haul and Dispose of Household Hazardous Waste	Pound	\$ 12.95
	Electronic Waste - Removal of electronic debris that contains hazardous materials; includes computer monitors and televisions.	Pound	\$ 1.75
	Biowaste - Remove of waste capable of causing infection to humans (animal waste, human blood, pathological waste)	Pound	\$ 9.95
	Putrescent Removal - Removal of debris that will decompose or rot (animals and organic fleshy matter)	Pound	\$ 5.95
	Load, Haul and Dispose of Animal Carcasses	Pound	\$ 4.95
CANAL AND WATERWAY DEBRIS REMOVAL	Width 0 - 4 feet	Cubic Yard	\$ 22.00
	Width 4.1 - 8 feet	Cubic Yard	\$ 26.00
	Width 8.1 - 12 feet	Cubic Yard	\$ 30.00
	Width 12.1 - 16 feet	Cubic Yard	\$ 34.00
	Width 16.1 - 20 feet	Cubic Yard	\$ 38.00
	Width 20.1 feet or greater	Cubic Yard	\$ 38.00
SAND COLLECTION AND SCREENING	Screen / Sift Sand, Soil and Mud	Cubic Yard	\$ 15.50
	Load and Haul Sand, Soil and Mud	Cubic Yard	\$ 12.65
REMOVAL AND STORAGE OF VEHICLES AND VESSELS	Removal of eligible abandoned vehicle or vessel to County approved staging area		
	Vehicle Removal	Each	\$ 330.00
	Vessel Removal (Land)	Linear Foot	\$ 85.00
	Vessel Removal (Marine)	Linear Foot	\$ 165.00



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SCHEDULE B: SCHEDULE OF ADDITIONAL CONTRACT ITEMS (continued)

HAZARDOUS TREE BRACING	6.0 inch – 24.0 inch diameter	Each	\$ 50.00
	24.0 inch – 36.0 inch diameter	Each	\$ 75.00
	Greater than 36 inch diameter	Each	\$ 100.00

HAZARDOUS STUMP REMOVAL	Work consists of removing eligible hazardous stumps, backfilling and compacting the stump hole, and transporting the stump to an approved County DMS or final disposal location. Measurement is the diameter of the stump 24 inches above the ground.		
	24 - 36 inches diameter	Each	\$ 185.00
	36.1 - 48 inches diameter	Each	\$ 295.00
	48.1 - 72 inches diameter	Each	\$ 415.00
	72 inches diameter	Each	\$ 650.00

B2. OTHER LABOR RATE SCHEDULE

CATEGORY	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
OTHER - Define other workers that may be required and the hourly rate to provide	N/A	Hour	N/A
	N/A	Hour	N/A
	N/A	Hour	N/A
	N/A	Hour	N/A
	N/A	Hour	N/A
	N/A	Hour	N/A
	N/A	Hour	N/A
	N/A	Hour	N/A
	N/A	Hour	N/A



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AUTHORIZED SIGNATURE:

	N/A	Hour	N/A
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AUTHORIZED SIGNATURE:

SCHEDULE B: SCHEDULE OF ADDITIONAL CONTRACT ITEMS (continued)

WORK CREW CATEGORY (typical crew makeup for "First Push" operations)	Wheel Loader w/operator, 2.5cy, Foreman with support vehicle and small equipment, Laborer with chainsaw and two (2) laborers with small tools	Hour for complete Work Crew	\$ 344.00
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B3. EQUIPMENT RATE SCHEDULE

No.	EQUIPMENT	SPECIFICATION	CAPACITY / SIZE	HP	NOTES	RATE PER HOUR
1	Aerial Lift, Self Propelled	Max platform ht	37 ft	To 15	Articulated, telescoping, scissor	\$ 80.00
2	Aerial Lift, Self Propelled	Max platform ht	60 ft	To 30	Articulated, telescoping, scissor	\$ 100.00
3	Aerial Lift, Self Propelled	Max platform ht	70 ft	To 50	Articulated, telescoping, scissor	\$ 140.00
4	Aerial Lift, Self Propelled	Max platform ht	125 ft	To 85	Articulated, telescoping, scissor	\$ 200.00
5	Aerial Lift, Self Propelled	Max platform ht	150 ft	To 130	Articulated, telescoping, scissor	\$ 240.00
6	Aerial Lift, Truck Mounted	Max platform ht	25 ft		Articulated, telescoping, scissor	\$ 125.00
7	Aerial Lift, Truck Mounted	Max platform ht	50 ft		Articulated, telescoping, scissor	\$ 155.00
8	Aerial Lift, Truck Mounted	Max platform ht	75 ft		Articulated, telescoping, scissor	\$ 190.00
9	Aerial Lift, Truck Mounted	Max platform ht	100 ft		Articulated, telescoping, scissor	\$ 240.00
10	Breaker, Hand-Held Pavement	Weight	25-90 lbs			\$ 15.00
11	Breaker, Pavement			To 70		\$ 25.00
12	Breaker, Pavement			To 105		\$ 35.00
13	Breaker, Pavement			To 137		\$ 45.00
14	Breaker, Pavement					\$ 75.00
15	Bucket, Clamshell	Capacity	1.0 CY			\$ 300.00



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16	Bucket, Clamshell	Capacity	2.5 CY		\$ 300.00
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SCHEDULE B: SCHEDULE OF ADDITIONAL CONTRACT ITEMS (continued)

B3. EQUIPMENT RATE SCHEDULE

No.	EQUIPMENT	SPECIFICATION	CAPACITY / SIZE	HP	NOTES	RATE PER HOUR
17	Bucket, Clamshell	Capacity	5.0 CY			\$ 350.00
18	Bucket, Clamshell	Capacity	7.5 CY			\$ 350.00
19	Chain Saw	Bar Length	16 in.			\$ 20.00
20	Chain Saw	Bar Length	25 in.			\$ 25.00
21	Chain Saw Pole	Bar Size	18 in.			\$ 25.00
22	Chipper, Brush	Chipping Capacity	6 in.	To 35	Trailer mounted	\$ 225.00
23	Chipper, Brush	Chipping Capacity	12 in	To 65	Trailer mounted	\$ 235.00
24	Chipper, Brush	Chipping Capacity	16 in	To 100	Trailer mounted	\$ 245.00
25	Chipper, Brush	Chipping Capacity	18 in	To 125	Trailer mounted	\$ 255.00
26	Chipper, Brush	Chipping Capacity	18 in	To 200	Trailer mounted	\$ 300.00
27	Chipper, Brush	Chipping Capacity	19 in	To 300	Trailer mounted	\$ 350.00
28	Chipper, Brush	Chipping Capacity	19 in	To 450	Trailer mounted	\$ 450.00
29	Chipper, Brush	Chipping Capacity		To 650	Trailer mounted	\$ 650.00
30	Crane	Max Lift Cap	8 MT	To 80		\$ 290.00
31	Crane	Max Lift Cap	15 MT	To 150		\$ 340.00
32	Crane	Max Lift Cap	27 MT	To 200		\$ 390.00
33	Crane	Max Lift Cap	45 MT	To 300		\$ 440.00
34	Crane	Max Lift Cap	70 MT	To 350		\$ 540.00



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35	Crane	Max Lift Cap	110 MY	To 450		\$ 750.00
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AUTHORIZED SIGNATURE:

SCHEDULE B: SCHEDULE OF ADDITIONAL CONTRACT ITEMS (continued)

B3. EQUIPMENT RATE SCHEDULE

No.	EQUIPMENT	SPECIFICATION	CAPACITY / SIZE	HP	NOTES	RATE PER HOUR
36	Crane, Truck Mounted	Max Lift Cap	17600 lbs			\$ 290.00
37	Crane, Truck Mounted	Max Lift Cap	33000 lbs			\$ 340.00
38	Crane, Truck Mounted	Max Lift Cap	60000 lbs			\$ 490.00
39	Crane, Truck Mounted	Max Lift Cap	120000 lbs			\$ 650.00
40	Fork Lift	Capacity	6000 lbs	To 60		\$ 135.00
41	Fork Lift	Capacity	12000 lbs	To 90		\$ 155.00
42	Fork Lift	Capacity	18000	To 140		\$ 230.00
43	Fork Lift	Capacity	50000	To 215		\$ 230.00
44	Loader, Skid-Steer	Operating Capacity	1000 lbs	To 35		\$ 125.00
45	Loader, Skid-Steer	Operating Capacity	2000 lbs	To 65		\$ 135.00
46	Loader, Skid-Steer	Operating Capacity	3000 lbs	To 85		\$ 145.00
47	Loader, Skid-Steer	Operating Capacity	4000 lbs	To 94		\$ 165.00
48	Loader, Wheel	Bucket Capacity	0.5 CY	To 38		\$ 165.00
49	Loader, Wheel	Bucket Capacity	1 CY	To 60		\$ 190.00
50	Loader, Wheel	Bucket Capacity	2 CY	To 105		\$ 215.00
51	Loader, Wheel	Bucket Capacity	3 CY	To 152		\$ 215.00
52	Loader, Wheel	Bucket Capacity	4 CY	To 200		\$ 225.00
53	Loader, Wheel	Bucket Capacity	5 CY	To 250		\$ 245.00



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54	Loader, Wheel	Bucket Capacity	6 CY	To 305		\$ 265.00
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SCHEDULE B: SCHEDULE OF ADDITIONAL CONTRACT ITEMS (continued)

B3. EQUIPMENT RATE SCHEDULE

No.	EQUIPMENT	SPECIFICATION	CAPACITY / SIZE	HP	NOTES	RATE PER HOUR
55	Loader, Wheel	Bucket Capacity	7 CY	To 360		\$ 295.00
56	Loader, Wheel	Bucket Capacity	8 CY	To 415		\$ 325.00
57	Loader, Wheel	Bucket Capacity	9 CY	To 470		\$ 425.00
58	Loader, Wheel	Bucket Capacity	10 CY	To 530		\$ 425.00
59	Loader-Backhoe, Wheel	Bucket Capacity	0.5 CY	To 40	Loader and backhoe bucket included	\$ 140.00
60	Loader-Backhoe, Wheel	Bucket Capacity	1 CY	To 70	Loader and backhoe bucket included	\$ 150.00
61	Loader-Backhoe, Wheel	Bucket Capacity	1.5 CY	To 95	Loader and backhoe bucket included	\$ 160.00
62	Loader-Backhoe, Wheel	Bucket Capacity	1.75 CY	To 115	Loader and backhoe bucket included	\$ 215.00
63	Saw, Concrete	Blade Diameter	14 in	To 14		\$ 25.00
64	Saw, Concrete	Blade Diameter	26 in	To 35		\$ 35.00
65	Saw, Concrete	Blade Diameter	48 in	To 65		\$ 45.00
66	Sweeper, Pavement			To 110		\$ 195.00
67	Sweeper, Pavement			To 150		\$ 195.00
68	Sweeper, Pavement			To 200		\$ 195.00
69	Trailer, Dump	Capacity	20 CY		Does not include prime mover	\$ 100.00
70	Trailer, Dump	Capacity	30 CY			\$ 130.00
71	Trailer, Dump	Capacity	40 CY		Does not include prime mover	\$ 150.00
72	Trailer, Equipment	Capacity	30 tons			\$ 150.00



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73	Trailer, Equipment	Capacity	40 tons		\$ 160.00
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AUTHORIZED SIGNATURE:

SCHEDULE B: SCHEDULE OF ADDITIONAL CONTRACT ITEMS (continued)

B3. EQUIPMENT RATE SCHEDULE

No.	EQUIPMENT	SPECIFICATION	CAPACITY / SIZE	HP	NOTES	RATE PER HOUR
74	Trailer, Equipment	Capacity	60 tons			\$ 220.00
75	Trailer, Equipment	Capacity	120 tons			\$ 290.00
76	Truck, Dump	Truck Capacity	8 CY	To 210		\$ 100.00
77	Truck, Dump	Truck Capacity	10 CY	To 235		\$ 110.00
78	Truck, Dump	Truck Capacity	12 CY	To 255		\$ 120.00
79	Truck, Dump	Truck Capacity	18 CY	To 330		\$ 130.00
80	Truck, Dump	Truck Capacity	28 CY	To 400		\$ 140.00
81	Truck, Dump	Truck Capacity	40 CY	To 460		\$ 150.00
82	Truck, Dump	Truck Capacity	50 CY	To 620		\$ 160.00
83	Truck, Flatbed	Max Gross Vehicle Weight	15000 lbs	To 150		\$ 160.00
84	Truck, Flatbed	Max Gross Vehicle Weight	25000 lbs	To 180		\$ 170.00
85	Truck, Flatbed	Max Gross Vehicle Weight	30000 lbs	To 215		\$ 170.00
86	Truck, Flatbed	Max Gross Vehicle Weight	45000 lbs	To 250		\$ 180.00
87	Truck, Flatbed	Max Gross Vehicle Weight	50000 lbs	To 300		\$ 190.00
88	Truck, Flatbed	Max Gross Vehicle Weight		To 375		\$ 200.00
89	Truck, Flatbed	Max Gross Vehicle Weight		To 450		\$ 220.00
90	Truck, Knuckle Boom				Add flatbed truck to truck mounted crane	\$ 190.00
91	Truck, Pickup			To 130		\$ 65.00



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AUTHORIZED SIGNATURE:

92	Truck, Pickup			To 180	\$ 70.00
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AUTHORIZED SIGNATURE:

SCHEDULE B: SCHEDULE OF ADDITIONAL CONTRACT ITEMS (continued)

B3. EQUIPMENT RATE SCHEDULE

No.	EQUIPMENT	SPECIFICATION	CAPACITY / SIZE	HP	NOTES	RATE PER HOUR
93	Truck, Pickup			To 230		\$ 75.00
94	Truck, Pickup			To 280		\$ 75.00
95	Truck, Tractor			To 210		\$ 170.00
96	Truck, Tractor			To 265		\$ 190.00
97	Truck, Tractor			To 310		\$ 190.00
98	Truck, Tractor			To 350		\$ 210.00
99	Tub Grinder			To 400		\$ 350.00
100	Tub Grinder			To 500		\$ 450.00
101	Tub Grinder			To 600		\$ 450.00
102	Tub Grinder			To 700		\$ 650.00
103	Tub Grinder			To 800		\$ 750.00
104	Tub Grinder			To 900		\$ 900.00
105	Tub Grinder			To 1000		\$ 950.00



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AUTHORIZED SIGNATURE:

SCHEDULE B: SCHEDULE OF ADDITIONAL CONTRACT ITEMS (continued)

OTHER EQUIPMENT: Define other EQUIPMENT that may be required and the hourly rate to provide.

No.	EQUIPMENT	SPECIFICATION	CAPACITY/ SIZE	HP	NOTES	RATE PER HOUR
106	Tipping Fees - Disposal fees to Samsula Landfill are \$7.50 per				Click on cell B271 for text outside of column width	N/A
107	If the city can negotiate a lower disposal rate, DRC will charge					N/A
108	N/A					N/A
109	N/A					N/A
110	N/A					N/A
111	N/A					N/A
112	N/A					N/A
113	N/A					N/A
114	N/A					N/A
115	N/A					N/A
116	N/A					N/A
117	N/A					N/A
118	N/A					N/A
119	N/A					N/A
120	N/A					N/A

REQUIRED DOCUMENTS

Proposal Submittal Checklist
Proposer Acknowledgement Form
Drug Free Preference Statement
Sworn Statement on Public Entity Crimes
Anti-Collusion Form
Authorized Signatures/Negotiators
Vendor Application
W9 Form
MWBE Participation Statement
Listing of Subcontractors

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: Cost/Fee Proposal Form
- X Submission of one (1) original marked “ORIGINAL”, and one (1) digital (CD or flash drive) version in PDF format.

BY: DRC Emergency Services, LLC
Proposer

Authorized Signature Kristy Fuentes VP/Secretary/Treasurer
 5/31/2016 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 26, 2016

RFP DEADLINE FOR QUESTIONS: May 18, 2016 at 5:00 P.M.

RFP DUE DATE & TIME: June 1, 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): N/A

PROPOSER'S COMPANY NAME: DRC Emergency Services, LLC

PROPOSER'S COMPANY MAILING ADDRESS: PO Box 17017

CITY-STATE-ZIP: Galveston, Texas 77552

PHONE NUMBER: (888) 721-4372

EMAIL: Kfuentes@drcusa.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 Kristy Fuentes
AUTHORIZED SIGNATURE (MANUAL)

Kristy Fuentes
NAME (TYPED)

Vice President/Secretary/Treasurer
TITLE

5/31/2016
DATED

FORM 9.3 – DRUG FREE PREFERENCE STATEMENT

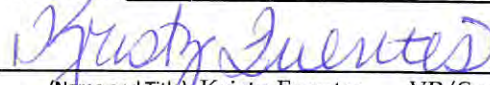
IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid received 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: DRC Emergency Services, LLC.

By: 
(Name and Title) Kristy Fuentes VP/Secretary/Treasurer

Date: 5/31/2016

The foregoing instrument was acknowledged before me this 31st day of May, 2016, by Kristy Fuentes, as VP/Secretary/Treasurer of DRC Emergency Services, LLC and who: ☒ is personally known to me; or ☐ has produced _____ as identification.


Notary Public, State of

CARY A. DES ROCHES
NOTARY PUBLIC
State of Louisiana, Bar No. 19550
My Commission is for life

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 Kristy Fuentes, who, being by me first duly sworn, made the following statement:

1. The business address of DRC Emergency Services, LLC (name of Offeror or business) is PO Box 17017, Galveston, Texas 77552.
2. My relationship to DRC Emergency Services, LLC (name of Offeror or business) is VP/SECRETARY/TREASURER (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.)

Kristy Fuentes
(Authorized Signature)

5/31/16
(Date)

Kristy Fuentes VP/Secretary/Treasurer
(Print Name)

STATE OF Louisiana COUNTY OF Orleans Parish

The foregoing instrument was acknowledged before me this 31st day of May, 2016, by Kristy Fuentes, as VP/Secretary/Treasurer of DRC Emergency Services, LLC 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

CARY A. DES ROCHES

NOTARY PUBLIC

State of Louisiana, Bar No. 19550

My Commission is for life

This document must be completed and returned with your Submittal

FORM 9.5. – ANTI-COLLUSION FORM

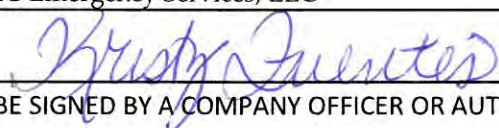
ANTI-COLLUSION STATEMENT PROPOSAL FORM:

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: DRC Emergency Services, LLC

SIGNED BY: 
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: Kristy Fuentes

TITLE: Vice President/Secretary/Treasurer

ADDRESS: PO Box 17017

CITY: Galveston STATE: Texas ZIP CODE: 77552

TELEPHONE: (888) 721-4372 FAX: (504) 482-2852

COMPLETION TIME: N/A - Standby Contract

F.E.I.N. NUMBER: 63-1283729

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.

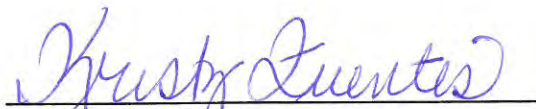
NO PROPOSAL (REASON): N/A

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>John Sullivan</u>	Title	<u>President</u>	Phone #	<u>(888) 721-4372</u>
	<u>Kristy Fuentes</u>		<u>VP/Secretary/Treasurer</u>		<u>(888) 721-4372</u>
	<u>N/A</u>		<u>N/A</u>		<u>N/A</u>
	<u>N/A</u>		<u>N/A</u>		<u>N/A</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

Attn: Marie Burton

(386) 506-5716

mburton@port-orange.org

1000 City Center Circle

Port Orange, FL 32129

Date: 5/31/2016

FIRM NAME: DRC Emergency Services, LLC

ADDRESS: PO Box 17017

CITY: Galveston

STATE: Texas

ZIP CODE: 77552

If remittance payment address is different than application or W9 please fill out below:

ADDRESS: N/A

TEL. # (including area code): (888) 721-4372 FAX.# (504) 482-2852

SIGNATURE PERSON FILING APPLICATION:

Kristy Fuentes

PRINTED NAME: Kristy Fuentes

TITLE: Vice President/Secretary/Treasurer

FEDERAL I.D. (F.E.I.N.) # 63-1283729

E-MAIL ADDRESS: Kfuentes@drcusa.com

(Authorized Company Representative)

COMPANY STATUS:

INCOPRORATED: ☐ Y ☒ N State Incorporated: N/A Year: N/A

TYPE OF ORGANIZATION: ☐ Indiv. ☐ Partnership ☐ Corp. ☐ Non-Profit ☒ LLC

ATTORNEY TRUST ACCOUNT NAME: N/A

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: Kristy Fuentes

Title: Vice President/Secretary/Treasurer

Commodity/Services Disaster Debris Removal and Disposal

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 ServiceRequest 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)
DRC Emergency 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 C☐ Exempt payee☐ Other (see instructions) ^a

Address (number, street, and apt. or suite no.)

13 Evia Main

City, state, and ZIP code

Galveston, TX 77554

Requester's name and address (optional)

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

				-						
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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

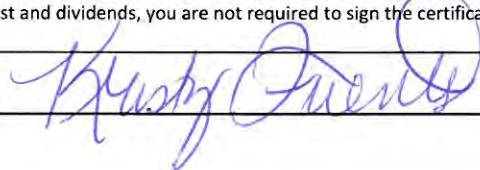
6	3	-	1	2	8	3	7	2	9
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Part II**Certification**

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 HereSignature of
U.S. person ^a

Date ^a

5/31/2016

This document must be completed and returned with your Submittal

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 Removal and Disposal Services

Consultant Name: DRC Emergency Services, LLC

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): +bd %

If the intention is to subcontract a portion of the contract fees to MWBE(s), the proposed MWBE sub-consultants are as follows:

DBE Sub-Consultant

Type of Work/Commodity

DRC has reached out to multiple MWBE firms

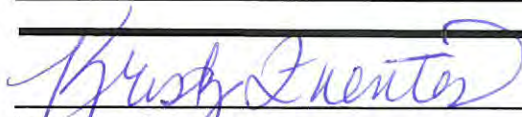
As of now, none of these firms have responded.

DRC will continue to search for MWBE firms.

Please see Form 9.9 for a list of subcontractors that

have agreed to work with DRC in the event a natural

disaster strikes the City of Port Orange


(Authorized Signature)

5/31/2016
(Date)

Kristy Fuentes Vice President/Secretary/Treasurer
(Print Name)

This document must be completed and returned with your Submittal

FORM 9.9 – LISTING OF SUBCONTRACTORS

The bidder proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful bidder shall not substitute subcontractors without approval from the Engineer. Bidder shall attach additional sheets as necessary.

Subcontractor No. 1

Name: Samsula Demolition
Description of Work: Demolition and Recycling Services
Previous Experience Together: Yes/No No

Subcontractor No. 2

Name: Gaston Tress Services
Description of Work: Tree Trimming, Removal and Tree Services
Previous Experience Together: Yes/No Yes

Subcontractor No. 3

Name: RBM Contracting Services
Description of Work: Loading and Hauling, Trucking Services and Cut & Toss
Previous Experience Together: Yes/No Yes

Subcontractor No. 4

Name: Kessler Consulting
Description of Work: Solid Waste Management and Recycling Services
Previous Experience Together: Yes/No No

Subcontractor No. 5

Name: BKW
Description of Work: Loading and Hauling and Debris Management
Previous Experience Together: Yes/No No

This document must be completed and returned with your Submittal

CITY OF PORT ORANGE, FLORIDA

REQUEST FOR PROPOSALS

DISASTER DEBRIS REMOVAL and DISPOSAL SERVICES **RFP #16-22**



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

Release Date: April 26, 2016
Last Day for Questions: May 18, 2016 at 5:00 p.m.

Proposal Due Date and Time: June 1, 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 #16-22 Disaster Debris Removal and Disposal Services

Notice is hereby given that the City of Port Orange is soliciting proposals for Disaster Debris Removal and Disposal 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 June 1, 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 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 **11:00 a.m.** (local time) on **May 12, 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 from qualified firms, businesses or individuals for to assist the City with Disaster Debris Removal and Disposal Services. This solicitation will result in the selection of at least two experienced firms to remove and lawfully dispose of disaster-generated debris (other than household putrescible garbage) from public property, public right-of-ways and under limited conditions, private properties and private accesses, and to setup and operate Temporary Debris Staging and Reduction Sites (TDSRS) in 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 debris removal contractor who is capable of efficiently removing 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 removal and disposal 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.

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 Removal and Disposal Services" in the subject line. Last day for questions will be **May 18, 2016 at 5:00 PM.**

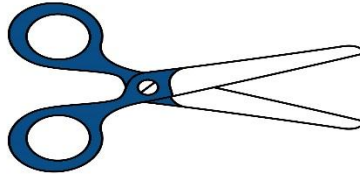
All proposers are required to complete and submit a Public Entity Crime Statement, the Anti-Collusion Statement, and Drug Free Tie Proposal Preference Statement, as well as other documents as required by the solicitation.

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 #16-22 Disaster Debris Removal and Disposal Services"**.

Diana M. Fye, CPPB, FCPA, Purchasing Manager
Legal Ad - One Time – **April 26, 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 #16-22
PROPOSAL TITLE:	Disaster Debris Removal and Disposal Services
DUE DATE/TIME:	June 1, 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 Removal and Disposal Services as described herein.

The City of Port Orange is seeking proposals from qualified firms, businesses or individuals for to assist the City with Disaster Debris Removal and Disposal Services. This solicitation will result in the selection of at least two firms experienced with the removal and disposal, in a lawful manner, of disaster-generated debris (other than household putrescible garbage) from public property, public right-of-ways and under limited conditions, private properties and private accesses, and setting up and operating Temporary Debris Staging and Reduction Sites (TDSRS) in 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 debris removal contractor who is capable of efficiently removing 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 removal and disposal 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 **June 1, 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), June 1, 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 11:00 a.m. (local time) on May 12, 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 26, 2016
Non-Mandatory Pre-Proposal Meeting May 12, 2016 at 11:00 a.m.
Deadline for Questions: May 18, 2016 by 5:00 p.m.
Final Addendum Posting: May 25, 2016
Proposals Due: June 1, 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 18, 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 the 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.

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SECTION 3 – SCOPE OF SERVICES

PROJECT DESCRIPTION:

The objective of the RFP and subsequent contracting activity is to secure the services of an experienced contractors who is capable of efficiently removing large volumes of disaster-generated debris from a large area in a timely and cost-effective manner and lawfully disposing of all debris according to FEMA regulations.

The successful Proposer(s) (CONTRACTOR) must be capable of assembling, directing, and managing a work force that can successfully complete the debris removal and disposal operations according to all applicable rules and regulations.

It is also the intent to secure the services of one or more additional similarly experienced firm to supplement the primary firm. This Contractor will supplement debris removal and disposal, if in the opinion of the City of Port Orange the workload is such that the work will not be sufficiently completed in the time period specified. This work is coordinated through the City of Port Orange and the Debris Monitoring Consultant. Selected contractors will be expected to complete services in less the 120 calendar days when possible. The City of Port Orange will give preference to companies who can meet the accelerated debris removal timeframes outlined by FEMA in the Sandy Recovery Improvement Act.

DEFINITIONS:

CONTRACTOR or Contractor – the successful proposer(s)

DEBRIS MANAGEMENT TEAM – The team staffed by the City of Port Orange, Debris Monitoring Consultant and the CONTRACTOR.

DEBRIS MONITORING CONSULTANT – A Consultant retained by the City to manage administrative aspects of the recovery process including processing FEMA submittals.

DEBRIS – Scattered items and materials broken, destroyed, or displaced by a disaster. Example: trees, construction and demolition material, personal property.

FEMA – Federal Emergency Management Agency

FHWA – Federal Highway Administration

FDEM – Florida Division of Emergency Management

TDSRS – Temporary Debris Staging and Reduction Sites

PUSH – Initial response

INITIATING CONTRACT WHEN A MAJOR DISASTER OCCURS OR IS IMMINENT:

- When a major disaster occurs or is imminent, the City of Port Orange will contact the firm(s) holding the Debris Removal and Disposal Contract(s) to advise them of the City's intent to activate the contract(s). Debris removal will generally be limited to debris in, upon, or brought to public streets and roads, right-of-ways, municipal properties and facilities, and other public sites, unless otherwise directed.
- In preparation for an imminent storm strike, contractor crews may be asked to stage outside the strike area. In this case, contractors are to provide the emergency push into the City of Port Orange.

- The City, upon contacting the contractor(s), will issue a Notice to Proceed or a purchase order and task authorization assignment. The issuance of the purchase order will allow the contractor to begin pre-storm preparations and allow the immediate response once the recovery begins. The contractor will also begin coordination with City Emergency Management personnel. This may include staffing or preparing reports for the Emergency Operation Center.
- The Contractor shall have a maximum of 24 hours from notification by the City to mobilize and begin their response. Failure to mobilize in the allowed time may result in the selection of another contractor.
- The Contractor will be responsible for determining the method and manner of debris removal and lawful disposal operations. Management of debris will be at the City's or the contractor's FEMA approved Temporary Debris Staging and Reduction Sites (TDSRS) or landfill sites. The Contractor will be responsible for the lawful disposal of all debris and debris-reduction by-products generated at all TDSRS.

HOUSEHOLD HAZARDOUS WASTE:

- Household Hazardous Waste (HHW) encountered by the debris removal Contractor is to be picked up and disposed of by the contractor following FEMA guidelines. The City of Port Orange will designate HHW drop-off locations.
- The CONTRACTOR will setup a lined containment area and separate any HHW inadvertently delivered to a debris management site. The CONTRACTOR is responsible for the removal and disposal of this hazardous material. Commercial and industrial hazardous waste such as chemicals, gas containers, transformers, and any other form of hazardous or toxic matter will be set aside for collection and disposal by a Hazardous Materials Removal and Disposal Contractor. The Hazardous Materials Removal and Disposal Contractor may be the CONTRACTOR, if qualified, or a qualified Sub-Contractor.
- Unless the garbage is part of a mixed waste stream including debris from the disaster, all putrescible garbage will be collected by the City's commercial waste haulers and is not to be collected or transported by CONTRACTOR forces

DEAD ANIMALS:

- Dead animals found (or placed) in the right-of-way or inadvertently delivered to a debris management site shall be the responsibility of the CONTRACTOR to remove and dispose of under this contract. Contractor will contact ANIMAL CONTROL through the non-emergency line at phone number 386-756-7400 or through Animal Control's direct mobile dispatch phone number 386-527-6762, and provide them with details and location of the dead animal(s). ANIMAL CONTROL will then contact WastePro for pick-up and disposal. In the event that ANIMAL CONTROL cannot be reached, the contractor will have the responsibility to transport the dead animal to the Tomoka Farms Landfill located at 190 Tomoka Farms Road, Port Orange, Florida 31128.

RELATIONSHIP BETWEEN DEBRIS MONITORING CONSULTANT AND DEBRIS REMOVAL CONTRACTOR:

- The City's Debris Monitoring Consultant and/or City Staff provide inspection, engineering and administrative services as needed to meet the requirements for FEMA reimbursement. The interaction between the Contractor and the Consultant is crucial to the success of the response operation.
- Prior to the beginning of the each hurricane season, the successful contractor(s) will meet and preform a mock exercise with the City and the Debris Monitoring Consultant to finalize and test the processes for inspection and documentation that are to be used during the response and recovery phase of debris removal. This meeting is to occur annually.
- For "Event Types" that require Temporary Debris Staging and Reduction Sites (TDSRS) the contractor shall be available for technical assistance to determine which of the pre-approved TDSRS will be used. Selection of these sites is to be the first task completed by the Debris Management Team. With the completion of this initial task the result will be a map of the various sites and a basic operation plan for each site.

POTENTIAL SCENARIOS:

- **EVENT TYPE 1: SPOT JOBS – LOCALIZED**

In this scenario, the contractor may be called upon only to provide removal, hauling, and/or reduction by chain saw of localized woody debris. The work will most likely be assisting City resources. Much of this work will be awarded by personnel and equipment rates or in combination thereof with an individual job total. Proposers shall provide proof of experience: with site management and FEMA requirements, rules, and regulations to qualify for this scope.

- **EVENT TYPE 2: SMALL EVENT – WIDESPREAD OR CITY/ COUNTY WIDE**

In this event, the contractor shall be capable of providing all necessary supervision of the contractor's staff and sub-contractors, labor, and all equipment to clear, remove, haul, recycle, and/or dispose of all types of debris with its own resources. City land may be provided for temporary storage upon written approval by the city. Any City land provided shall be reclaimed at the conclusion of the work. The quantity shall not be so significant as to require specialized reduction in volume such as by burning. Any debris waste (anything not recyclable) can be disposed of at the Tomoka Farms Landfill located at 1990 Tomoka Farms Road, Port Orange, Florida 31128. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

- **EVENT TYPE 3: SIGNIFICANT EVENT – REMOVAL, REDUCTION, HAULING – WOODY DEBRIS ONLY – WIDESPREAD OR CITY/COUNTY WIDE**

In this event the contractor shall be capable of providing all necessary supervision of contractor's staff and sub-contractors, labor, and all equipment to remove, reduce (grind and mulch) and haul woody debris to a disposal site approved by FEMA. This event type may require the development and operation of TDSRS. Any City property provided shall be reclaimed at the conclusion of the work. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

- **EVENT TYPE 4: SIGNIFICANT EVENT – REMOVAL, REDUCTION, HAULING, AND SEPARATING – MIXED DEBRIS – WIDESPREAD OR CITY /COUNTY WIDE**

In this event the contractor shall provide all necessary supervision of contractor's staff and sub-contractors, labor, and all equipment to remove, reduce (grind and mulch woody; recycle other) and haul mixed debris to a recycling and disposal site(s) approved by FEMA. This event type may require the development and operation of TDSRS. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope. Any City property provided shall be reclaimed at the conclusion of the work.

- **EVENT TYPE 5: CATASTROPHIC EVENT – REMOVAL, REDUCTION, HAULING, AND SEPARATING – MIXED DEBRIS – CITY /COUNTY WIDE**

In this event the contractor shall provide all necessary supervision, labor, and all equipment to remove, reduce, recycle and haul mixed debris to multiple disposal sites designated by the City. Any City land provided shall be reclaimed at the conclusion of the work. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope. This event type requires the development and operation of TDSRS.

- **EVENT TYPE 6: CATASTROPHIC EVENT – SITE MANAGEMENT – CITY/COUNTY WIDE**

In this event the contractor will be tasked to plan, set up, mobilize equipment, manage, operate, and close out one or more mixed TDSRS countywide including burn operations. The contractor will be responsible for all necessary traffic control, weighing, measuring, reduction, recycling, and all other necessary operations for the operation of the site(s) through close out of the site(s). Contractor will obtain permits in the name of the City. Any City property provided shall be reclaimed at the conclusion of the work. Proposers shall prove experience with site management and FEMA requirements, rules, and regulations to qualify for this scope.

STATEMENT OF WORK:

The selected contractor(s) will develop and present the scope of services, meeting the City's needs. The work to be undertaken includes, but is not limited to the following:

- **DEBRIS REMOVAL**

- **Emergency Road Clearance** – Removal of debris from the primary transportation routes as directed by the City. In this role the contractor will perform an emergency "PUSH" sufficient to allow emergency vehicles to traverse the cleared roadway. The City will determine route priorities for this push. Additionally, in preparation for an eminent hurricane strike, contractor crews may be asked to stage outside the strike area. In this event, contractors are to provide the emergency push into the City of Port Orange. The City will designate roadway priorities for this push.
- **Debris Removal from Public Property** – Removal of debris from public rights-of-way. Removal of debris beyond public rights-of-way (ROW) as necessary to abate imminent and/or significant threats to the public health and safety of the community. These areas may include vacant public lands, operational facilities, utility facilities and/or other land owned by the City of Port Orange. It may be

necessary to make several trips through a neighborhood as debris is removed from the ROW as residents continue to clean up storm damage on their property. In this case the loads will need to be documented separately, per FEMA requirements.

- **Debris Removal from Private Property** – Removal of debris beyond public rights-of-way as necessary to abate imminent and/or significant threats to the public health and safety of the community. Should an imminent threat to life, safety, and health to the general public be present on private property, the Contractor, as directed in writing by the City, will accomplish the removal of debris from private property.
- **Eligible ROW Construction and Demolition (C&D) or Municipal Solid Waste (MSW) Debris Removal** - Work consists of the collection and transportation of Eligible C&D or MSW debris on the Public ROW or private property, as specified above, to a FEMA approved TDSR site or FEMA designated final disposal site.
- **Eligible Demolition, Removal and Transportation of Structures** - Work consists of the demolition of structures on public property or private property as specified above, obtaining necessary permits and hauling the resulting debris to a City designated final disposal site.
- **Removal of Eligible Hazardous Trees and Limbs** - Work consists of removing Eligible hazardous trees and limbs and placing them City ROW for collection under the terms and conditions of the contract.
- **Household Hazardous Waste Removal, Transport and Disposal** - Work consists of removal, transportation and disposal of household hazardous waste (HHW) following FEMA guidelines.
- **Eligible Abandoned Vehicle Removal** - Work consists of removal of Eligible Abandoned Vehicles in areas identified and approved in writing by the City and subsequently transported to a City designated location.
- **White Goods** – The Contractor may expect to encounter white goods available for disposal. White goods will constitute household appliances as defined in the Florida Administrative Code. The Contractor will dispose of all white goods encountered in accordance with applicable Federal, State and local laws.
- **Eligible E-waste Item Removal** – Work consists of the recovery and disposal (or recycling) of televisions, computers, computer monitors, etc. unless otherwise specified in writing by the City.
- **Eligible Dead Animal Carcasses** – Work consists of the recovery and disposal of dead animal carcasses.
- **Hazardous Tree Stumps** – The Contractor shall remove all stumps that are determined to be hazardous to public access and as directed by the City in writing. Stumps shall be hauled to TDSRS where they shall be inspected and categorized by size. GPS X and Y coordinates of the original of the stump are required for reimbursement by FEMA.

- **Fill Dirt** – The Contractor shall place fill dirt compacted to 95% proctor in ruts created by equipment, holes created by removal of hazardous stumps and other areas that pose a hazard to public access upon written direction from the City. Contractor shall keep proper compaction density records for payment purposes.
- **Canals, Streams and Conservation Areas** – The Contractor shall coordinate with the appropriate local, state, or federal agencies with jurisdictional authority to remove debris in natural or man-made waterways within the City limits.
- **DEBRIS PROCESSING:**
 - **Temporary Debris Staging and Reduction Site (TDSRS)** – The Debris Monitoring Team will determine the minimum number of sites required for each storm event. The City of Port Orange will designate the TDSRS to be activated in accordance with FEMA standards. The contractor and the City will jointly select these sites, at the beginning of the each hurricane season and submit them to FEMA for approval. Preparation, maintenance and operation of these TDSRS facilities are entirely the Contractor's responsibility.
 - Preparation and maintenance of facilities shall include maintenance of the TDSRS approach and interior road(s) for the entire period of debris hauling, including provision of rock for any roads that require stabilization for ingress and egress. Each facility shall include a roofed inspection tower sufficient for a minimum of three (3) inspectors for the inspection of all incoming and exiting loads. The contractor will be responsible for obtaining any required permits, which shall be paid at cost by the City.
 - **TDSRS Debris Removal Operations Plan and Environmental Protection Plan** – These plans are to address site setup, pre-use activities, post-use activities and operational activities. The plans will also include pre and post video and other checklists to assure proper management of the site. Once the debris management site is designated for use, the CONTRACTOR will provide a Site Management Plan.
 - **Three (3) copies of the plan are required.** The plan shall be drawn to a scale of 1" = 50' and address following functions:
 - Access to site;
 - Site preparation -clearing, erosion control, and grading;
 - Traffic control procedures;
 - Safety;
 - Fire abatement plan;
 - Segregation of debris;
 - Location of ash disposal area, hazardous material containment area, contractor work area, and inspection tower;
 - Location of incineration operations, grinding operation (if required). Burning operations require a 100-foot clearance from the stockpile and a 1000-foot clearance from structures;
 - Location of existing structures or sensitive areas requiring protection; and
 - Restoration of Site

- **All debris shall be processed in accordance with local, state and federal laws, standards and regulations.** Processing shall include, but is not limited to, reduction by grinding and/or incineration when approved by the government entity with jurisdiction. Prior to reduction, all debris shall be segregated between vegetative debris, construction and demolition debris, recyclable debris, white goods and hazardous waste.
- **Generated Hazardous Waste Abatement** – Abatement of hazardous waste identified by the Debris Management Team is to be disposed of in accordance with all applicable local, state, federal laws, standards and regulations.
- **Debris Disposal** – Disposal of all eligible debris, reduced debris, ash residue and other products of the debris management process is to be in accordance with all applicable local, state, and federal laws, standards and regulations. The Contractor shall be responsible for paying all landfill-tipping fees and provide all required documentation to the Debris Monitoring Consultant needed to facilitate eligible reimbursement through FEMA and (FHWA) for such fees.
- **Assist Debris Monitoring Consultant in the following:**
 - Monitoring sub-contractors and trucks delivering materials to the TDSRS;
 - Verify that each truck that delivers to the TDSRS matches its manifest ticket – truck number and maximum capacity;
 - Make sure load is properly secured for transport;
 - Photograph of each loaded truck bed and attach photograph to truck's manifest ticket or link with digital photographic records, as applicable;
 - Internet based video surveillance of debris management activities;
 - Review trucks manifests and observe the truck bed to confirm that the truck was loaded to capacity or as described on manifest ticket, and empty on departure;
 - Maintain manifest tickets in an organized manner for proper record review and storage;
 - Initial load tickets before permitting truck to leave the TDSRS check-in area to empty its load;
 - Document location of origin and placement of debris;
 - Troubleshoot questions and problems at the TDSRS and identify issues that could impact eligibility for cost reimbursements;
 - Remain in contact with the central office/staging operation command center; and
 - Perform other duties as directed by City personnel, e.g. conduct final inspections and issue closeout reports.
- **DOCUMENTATION AND RECORDS:**
 - **Documentation and Inspections**
 - Storm debris shall be subject to inspection by the City and the Debris Monitoring Consultant. Inspections will be to insure compliance with the contract and applicable local, state and federal laws.

- ❖ The Contractor will, at all times, provide the City access to all work sites and disposal areas. The Contractor and Debris Monitoring Consultant will have in place at the TDSRS personnel to verify and maintain records regarding the contents and cubic yards of the vehicles entering and leaving the TDSRS. The Debris Monitoring Consultant will coordinate data collection and information management systems, including but not limited to:

- Prepare detailed estimates for submission to FDEM, FHWA and FEMA for use in Project Worksheet preparation;
- Implement and maintain a disaster debris management system linking load ticket and TDSRS information, including reconciliation and photographic documentation processes; and
- Provide daily, weekly or other periodic reports for City manager and the Debris Monitoring Consultant, noting work progress and efficiency, current/revised estimates, project completion and other schedule forecasts/updates.

- ❖ The Contractor shall provide all information requested to the Debris Monitoring Consultant that is necessary for the proper documentation. City staff shall review all documentation prior to submittal to FEMA for reimbursement. The Contractor will work closely with the FDEM, FEMA and other applicable state and federal agencies to ensure that eligible debris collection and data documenting appropriately address concerns of the likely reimbursement agencies. The Debris Monitoring Consultant will coordinate this work. Discrepancies in what is required of the Contractor must immediately be brought to the attention of the Debris Management Team and addressed.

- **Documentation and Recovery Process** – The Contractor will provide the following assistance in addition to debris removal:

- Create recovery process documentation plan;
- Maintain documentation of recovery process;
- Provide written and oral status reports as requested to City Debris Monitoring Consultant;
- Review documentation for accuracy and quantity; and
- Assist in preparation of the FEMA reimbursement documentation.

- **TDSRS Site Reclamation** – Site reclamation shall be accomplished in accordance with all local, state and federal laws, standards and regulations. Site reclamations shall be accomplished in accordance with the Contractor's Debris Removal Operations Plan and Environmental Protection Plan, as approved by The City.

- **WORK AREAS:**

- **Work Areas** – The City will determine and approve all areas that the Contractor will be allowed to work. These include Right of Way, public land, private properties/accesses and TDSRS when required and approved in writing by the city. Fill dirt, re-vegetation and grading may be required to achieve the desired condition.

- **Working Hours**– All activity associated with gathering and loading of eligible debris shall be performed during visible daylight hours only, unless otherwise authorized and directed in writing by the City. Hauling of eligible debris to the TDSRS will be allowed during visible daylight hours only between dawn and dusk, unless otherwise directed and authorized in writing by the City. The Contractor may work during these hours seven (7) days per week including holidays. It is understood between the parties that at the TDSRS, debris reduction may take place twenty-four (24) hours, seven (7) days per week if the Contractor deems it necessary to meet the work demand, subject to written City approval. City approval shall consider safety and impacts to surrounding land uses such as occupied residential areas. The Contractor shall be responsible for identifying, securing and submitting for approval to the city of sites to stage equipment, such as trucks, while not in use.
- **Priority of Work Areas** – The City will establish and approve all areas that the Contractor will be allowed to work. Daily and/or weekly scheduled meetings will be held to determine approved work areas. The Contractor shall remove all eligible debris and leave the site from which the debris was removed in a clean and neat condition. Determination of when a site is in a clean and neat condition will be at the reasonable judgment of the City. Such determination will not be unreasonably withheld.
- **Safety** – The Contractor shall have at least one Safety Officer on duty at all times. The Safety Officer shall be familiar with and FEMA and OSHA certified to perform the assigned Safety Officer duties. Training shall include, but not limited to certification in the Florida Department of Transportation Maintenance of Traffic Standards (FDOTMOT). All work zones shall conform to FDOTMOT Standards and all work sites/conditions shall conform to all applicable Federal, State and local safety standards. In addition, Contractor shall ensure that all subcontractors have received appropriate safety training.

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 SuperCicular 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 Bid/Proposal, etc. in 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. Bids are responses to an Invitation to Bids.
8. City means the City of Port Orange.
9. 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 proposals through a Request for Proposals, Request for Statements of Qualifications, or Invitation to Negotiate.
10. Construction means the construction, repair, rehabilitation, alteration, conversion or extension of building, parks, utilities, streets or other improvements or alterations to real property.
11. Contractor means the person, firm or entity selling goods or services to the City under a Contract.
12. Deliverables means the goods, products, materials, and/or services to be provided to the City by a Bidder.
13. Due Date means the date and time specified for receipt of Bids.
14. Goods are supplies, materials, or equipment.
15. Invitation to Bid (ITB) or Bid means a Solicitation requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper.
16. Invitation to Negotiate (ITN) means a Solicitation requesting proposed specifications and pricing of a product and/or service which has been advertised for replies in a newspaper.
17. Lowest Responsible Bid means the 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.
18. Lowest Responsible Bidder means the Bidder submitting Lowest Responsible Bid.
19. Non-Professional Services are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.

20. 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 Qualifications, or a reply submitted in response to an Invitation to Negotiate.

21. 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.

22. 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.

23. Proposal is a complete, properly signed response to a Request for Proposal, which if accepted, would bind the Bidder to perform the resultant Contract.

24. 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.

25. Request for Proposal (RFP) means a Solicitation requesting pricing for a specified Good or Service which has been advertised for Proposal in a newspaper.

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

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

28. Solicitation means, as applicable, 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 to be used in the performance of the Bidder'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 bids; 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 bid/proposal/statement/reply package. Failure to acknowledge the correct number of addenda issued may result in rejection of the bid/proposal/statement/reply. 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 Proposal Due Date. Proposers should not rely on any representations, statements or explanations other than those made in this ITB/RFP/RFSQ/ITN/ITQ or in any addendum to the ITB/RFP/RFSQ/ITN/ITQ. Where there appears to be a conflict between the ITB/RFP/RFSQ/ITN/ITQ and any addenda issued, the last addendum issued shall prevail.

3. ANTI-COLLUSION STATEMENT

By submitting this bid/proposal/statement/reply, the Bidder/Proposer affirms that this bid/proposal/statement/reply is without previous understanding, agreement, or connection with any person, business, or corporation submitting a bid/proposal/statement/reply for the same materials, supplies, or equipment, and that this bid is in all respects fair, and without collusion or fraud. Additionally, Bidder/Proposer agrees to abide by all conditions of this bid and certifies that they are authorized to sign this bid for the Bidder/Proposer. In submitting a bid/proposal/statement/reply to the City of Port Orange, the Bidder/Proposer offers and agrees that if the bid 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 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 bids/proposals/statements/replies or to waive any and all non-substantial irregularity in bids/proposals/statements/replies received, whenever such waiver or rejection is in the best interest of the City.

7. BID/ PROPOSAL / STATEMENT / REPLY FORM COMPLETION, SUBMISSION AND RECEIPT OF BIDS/PROPOSALS/STATEMENTS/REPLIES

Unless otherwise specified, Bidders/Proposers shall use the bid/proposal forms supplied by the Purchasing Division. Bids/proposals shall be typewritten or handwritten in ink and shall bear the original signature of the Bidder's/Proposer's authorized representative. Bids containing erasures or corrections must be initialed by the Bidder/Proposer in ink. Bids/proposals/statements/replies shall be submitted by mail or hand delivery only. No Bids/proposals/statements/replies will be accepted by facsimile transmission, e-mail or other electronic delivery. Bids 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. Bids submitted by hand delivery shall be delivered to: City Clerk, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Bid/proposal/statement/reply submittals will be accepted until 2:30 p.m. on the date indicated in the bid documents or as addenda issued by the City. One (1) envelope or package shall be submitted. The envelope/package contains required forms/price and will be evaluated and deemed responsive or non-responsive. All bids/proposals/statements/replies deemed non-responsive will be returned to the Bidder/Proposer and will not be opened.

Bids (Envelope/Package) shall contain one (1) original and five (5) copies 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 bids/proposals/statements/replies 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 agency decision or intended decision shall file with the agency 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. The formal written protest shall be filed in writing within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and

state holidays shall be excluded in the computation of the 72-hour time period established herein. Upon receipt of the formal written protest that has been timely filed, the agency shall stop the solicitation or contract award process until the subject of the protest is resolved by final agency action, unless the agency head 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 agency 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 provides written bid protest to City Manager, City Attorney, and Department Head involved and Supervisor directly involved in acquisition.

(b.) Purchasing Manager schedules an informal meeting with an appeals committee consisting of the above mentioned individuals 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 renders 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 issues their decision. For the most part, the City Council's decision is final. The protestor can appeal the decision by taking court action only on very narrow defined grounds. Decisions at all levels must 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 bid requires submission of bid guarantee and performance bonds, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks shall be deemed non-responsive. When the Purchasing

Manager deems it necessary, bid bond/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 ITB/RFP 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 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 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 Conditions and instructions contained herein, and the Specific Conditions and instructions contained herein, the specifics 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 bid.

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.)

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 bid, 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 involved with the preparation and submission of proposals 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 Invitation to Bids or the Purchase Order and bears the risk of loss until delivery. If this Invitation to Bid 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 Invitation to Bids 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 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 bid 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 Bid/RFP.

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 bids. 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 bids may be rejected if the City believes that collusion exists among the Bidders/Proposers. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a Bidder/Proposer and after the bids are opened one of the bids is withdrawn, the result will be that all of the bids submitted by that Bidder/Proposer will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

26. EVALUATION

Evaluation shall be used as a determinant as to which bid 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 bids are subject to tabulation by the City of Port Orange Purchasing Division and recommendation to the governing body. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. 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 bid.

27. EVALUATING RFP'S/RFSQ's/ITN'S

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 RFP/RFSQ/ITN. 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 RFP/RFSQ/ITN 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 RFP/RFSQ/ITN 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 RFP/RFSQ/ITN, 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 three firms that were short-listed. At the oral presentation, the short listed firms present an over view of their company and their approach to the scope of work outlined. Upon conclusion of the oral presentations, with the same criteria and procedures, 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" card, 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 bids 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 bids 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 Invitation to Bid.

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 bids that are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, 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.

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 bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the City can reject the bid as inadequate and non-responsive.

39. INSURANCE

Please submit a copy of your insurance certificate with your proposal. 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 BID/PROPOSAL

Each Bidder/Proposer agrees that bids 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

Bids/Proposals/Statements/Replies received after the Bid/Proposal/Statement/Reply Due Date and time are late and shall not be considered. Modifications received after the Bid Due Date are also late and shall not be considered. Letters of withdrawal received after the Bid/Proposal/Statement/Reply 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 ITB/RFP/RFSQ/ITN.

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 proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response to ITB/RFP/RFSQ/ITN 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 bid 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 ITB/RFP/RFSQ/ITN legal advertisement and ITB/RFP/RFSQ/ITN/ 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 Bid or Proposal. The representative of each Bidder/Proposer shall be an authorized employee of the Bidder/Proposer and shall sign in accordingly.

53.PREPARATION OF BID/PROPOSAL/STATEMENT/REPLY

In preparing bids/proposals/statements/replies, 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, proposals; re-advertise the ITB/RFP/RFSQ/ITN for new proposals; postpone or cancel, at any time, the ITB/RFP/RFSQ/ITN/ITQ process; or waive any irregularities in the ITB/RFP/RFSQ/ITN/ITQ or in the bids/proposals/statements/replies received as a result of the ITB/RFP/RFSQ/ITN/ITQ, or to accept that bid/proposal/statement/reply which best serves the interest of the City.

55.PRICING

Bidder/Proposer certifies that prices, terms and conditions in the bid/proposal/statement/reply will be firm for acceptance for a period of ninety (90) days from the date of bid/proposal opening unless otherwise stated by the City. Bids/proposals/statements/replies may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Bids/proposals/statements/replies 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 ITBs/RFPs/RFSQs/ITNs/ITQs, 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 bids/proposals/statements/replies, bid results or bid awards shall be directed in writing to the Purchasing Division and referenced by bid number no later than the last day for questions as specified in the bid 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 ITB/RFP/RFSQ/ITN/ITQ

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

64. RIGHTS TO ITB/RFP/RFSQ/ITN/ITQ SUBMITTED MATERIAL

All bids/proposals/statements/replies, responses, inquiries, or correspondence relating to or in reference to an ITB/RFP/RFSQ/ITN/ITQ, 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

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

66. RECORDS/AUDIT

The proposer shall maintain records sufficient to document their completion of the scope of services as a public record and as a requirement of the Contract. At all reasonable times, these records, unless exempt or confidential, shall be subject to review, inspection, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract and in accordance with the requirements of public records retention as prescribed by general law. Records which relate to any litigation, appeals or settlements of claims arising from performance under this requirement shall be made available until a final disposition has been made of such litigation, appeals, or claims.

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 ITB/RFP/RFSQ/ITN/ITQ 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 ITB/RFP/RFSQ/ITN/ITQ and subsequent Contract.

69. REJECTING OF BIDS, REBIDDING

The City reserves the right to accept or reject any or all bids or parts of bids, 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 bids. If the lowest and best bid 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 BIDS/PROPOSALS/STATEMENTS/REPLIES

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the ITB/RFP/RFSQ/ITN/ITQ. A responsive bid/proposal/statement/reply is one which follows the requirements of the ITB/RFP/RFSQ/ITN/ITQ, includes all required documentation, is submitted in the format outlined in the ITB/RFP/RFSQ/ITN/ITQ, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your bid/proposal/statement/reply 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, bid/proposal/statement 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 ITB/RFP/RFSQ/ITN/ITQ 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 ITBs/RFPs/RFSQs/ITNs/ITQs 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 bids/proposals/statements/replies 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 BIDS/PROPOSALS/STATEMENTS/REPLIES WILL BE REJECTED. All manual signatures must be original - no rubber stamp, photocopy, etc.

76. SIGNED BID CONSIDERED AN OFFER

The signed bid/proposal/statement/reply 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 ITB/RFP/RFSQ/ITN/ITQ; 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 ITB/RFP/RFSQ/ITN/ITQ. 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 PROPOSAL FORMS

Bidder/Proposer shall complete the appropriate Proposal Form(s) included in the ITB/RFP/RFSQ/ITN/ITQ. All blanks on the Bid/Proposal/Statement/Reply 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 Bid/Proposal/Statement/Reply Forms. Failure to fully complete the appropriate Bid/Proposal/Statement/Reply Forms may result in disqualification of the bid/proposal/statement/reply.

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 Bid/Proposal/Statement/Reply 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 on the Authorized Person or Entity must be that of an officer, partner or a sole proprietor of the entity making the proposal. The original bid/proposal/statement/reply, and each copy submitted, shall contain an original signature on the Bidder's/Proposer's Acknowledgement Form contained in each Bid/Proposal/Statement/Reply Form.

86. VARIANCES

For purposes of bid evaluation, Bidders/Proposers must indicate any variances, no matter how slight, contained in the bid. No variations or exceptions by a Bidder/Proposer will be considered or deemed a part

of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bid 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 bid, the City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid 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 proposals received whenever such waiver or rejection is in the best interest of the City and/or it does not meet the minimum requirements set forth. All reasonably responsive bids/proposals will be considered. However, the City reserves the right to waive formalities or informalities in bids/proposals/statements/replies, to reject, with or without cause, any or all bids/proposals or portions of bids/proposals, or to interview or not interview individual Bidders/Proposers, and to accept any bids/proposals or portions of bids/proposals/statements/replies 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 bids. (Code 1981, § 8-29)

88. WARRANTIES

Bidders/Proposers shall furnish all data pertinent to warranties or guarantees which may apply to items in the bid. 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, local businesses shall have **five business days** from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.

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.

The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.

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 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 Removal and Disposal 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 encourages 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 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 Removal and Disposal 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.

- The proposer shall include a statement that they will meet all program standards as provided for in the guides:
 - FEMA “Debris Management Guide”
(<http://www.fema.gov/pdf/government/grant/pa/demagde.pdf>)
- The proposal shall include:
 - A list of major debris removal projects completed within the past 1 years.
 - A description of major debris removal projects completed beyond five years in Florida and also throughout the United States.
 - Information on how the proposer has previously handled disposal of hazardous materials, construction debris and white goods.
 - A write-up on how the proposer has previously managed tracking the source location, debris type, source and documentation to debris manager and FEMA.
 - A write-up of how the proposer was previously deployed and their response times for deployment.
 - Include a description of the resources used and available for past debris removal projects described.
 - Address ability to work with different accounting and tracking systems acceptable to FEMA in order to facilitate reimbursements through FEMA.

For each of the above items the proposer shall make sure to include details of the project such as: the public agency, their contact, FEMA contacts, all pertinent phone numbers and dollar amounts. The proposer should provide information necessary to investigate the work with the public agency.

- 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 Removal and Disposal 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.
- Include any pertinent information needed to determine the proposer's experience and ability to perform the anticipated work.
- The proposer shall supply sufficient documentation, such as identification of major subcontractors and equipment suppliers, that they are well versed in all aspects of FEMA documentation, reimbursement and project management as well as demolition and debris removal work.
- The proposal will address the proposer's ability to mobilize including what is anticipated for a maximum time to mobilize.

TAB F – PROPOSAL MATRIX:

- Provide your interpretation of what is required to meet the needs of the City. The proposer will use this document, their knowledge and experience to develop their understanding of this project. The proposer is urged to develop scenarios or examples to fully explain their position.

Provide a complete scenario for the various scopes of work and scenarios identified in Section 3. Each scenario will include how the work will be accomplished, the quality control, and how FEMA requirements will be met. Include the operational processes for the debris reduction sites. Identify the resources you will mobilize for each scenario and state your commitment and timeframe to deploy these resources when called upon. Provide the management processes anticipated to be used. Include how the interaction may take place between you, the City, and the Debris Monitoring Consultant.

Provide a matrix detailing your approach to the project and list of costs associated with personnel and equipment with your proposal under Tab F.

Completed Exhibit I – Cost/Fee Proposal Form MUST be included with Proposal Submittal. *(Instruction to open Attachment from website, perform “file save as” and save spreadsheet to your computer. Fill in pricing in highlighted column, preferably electronically.)*

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

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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 Removal and Disposal 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 overall)**(1) Schedule A Pricing (10 points)**

- 8-15 points – Provided pricing for 100% of all requested categories in Schedule A
- 4-7 points – Provided pricing for 50% of requested categories in Schedule A
- 1-3 – Provided pricing for less than 50% of requested categories in Schedule A
- 0 points – Provided no pricing for requested categories in Schedule A

(2) Schedule B Pricing (10 points)

- 8-15 points – Provided pricing for 100% of all requested categories in Schedule B
- 4-7 points – Provided pricing for 50% of requested categories in Schedule B
- 1-3 – Provided pricing for less than 50% of requested categories in Schedule B
- 0 points – Provided no pricing for requested categories in Schedule b

(3) Overall Pricing of both Schedule A and B (5 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., June 1, 2016**
 Evaluation Committee Meeting 1:00 p.m., June 9, 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 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 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.

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.

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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: Cost/Fee Proposal Form

_____ 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 26, 2016

RFP DEADLINE FOR QUESTIONS: May 18, 2016 at 5:00 P.M.

RFP DUE DATE & TIME: June 1, 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.

Note: The Consultant is required to complete the following information and submit this form with the proposal.

Consultant Name: _____

Expected percentage of contract fees to be subcontracted to MWBE(s): _____ %

Type of Work/CommodityThis image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins or other markings on the paper.

(Date)

This document must be completed and returned with your Submittal

EXHIBIT 1 – COST/FEE PROPOSAL (INSERT UNDER TAB F)

Sample Exhibit 1 cost/fee proposal attached for information purposes. Fillable Excel spreadsheet document is uploaded to DemandStar. Download document to your computer, electronically fill out form and submit with your proposal under Tab F.



EXHIBIT I - COST/FEE PROPOSAL
RFP # 16-22
DISASTER DEBRIS REMOVAL and DISPOSAL SERVICES
 (Include under Tab F of Proposal)

NAME OF BUSINESS:

CONTACT PERSON:

EMAIL ADDRESS:

AUTHORIZED SIGNATURE:

SCHEDULE A: SCHEDULE OF ITEMS

Items will be used for evaluation purposes only. Quantities are not guaranteed and are used for evaluation purposes only. Prices shall be all-inclusive of requirements as defined in the scope of work. All labor rates are to be fully burdened to include all taxes, benefits, handling charges, overhead and profits.

CATEGORY	DESCRIPTION OF SERVICES	UNIT	UNIT PRICE	ESTIMATED QUANTITY	EXTENDED PRICE
MANAGEMENT AND REDUCTION	Debris Management Site Management: Preparation, management and segregating at debris management site	Cubic Yard	\$ -	300,000	\$ -
	Above Grade - Air Curtain Burning: vegetative debris	Cubic Yard	\$ -	150,000	\$ -
	Portable - Air Curtain Burning: vegetative debris	Cubic Yard	\$ -	150,000	\$ -
	Grinding: Grinding / Chipping vegetative debris	Cubic Yard	\$ -	600,000	\$ -
TOTAL MANAGEMENT AND REDUCTION:					\$ -

VEGETATIVE COLLECT AND HAUL	Load and Haul Vegetative Debris from ROW to a DMS - (Mileage is based on a one-way haul distance)				
	0 - 30 Miles	Cubic Yard	\$ -	300,000	\$ -

C & D COLLECT AND HAUL	Load and Haul C&D Debris from ROW to a DMS - (Mileage is based on a one-way haul distance)				
	0 - 30 Miles	Cubic Yard	\$ -	300,000	\$ -

MIXED DEBRIS COLLECT AND HAUL	Load and Haul Mixed Debris from ROW to a DMS – Mixed debris consists of personal property items such as furniture, carpet, mattresses, etc. (Mileage is based on a one-way haul distance)				
	0 - 30 Miles	Cubic Yard	\$ -	300,000	\$ -

CATEGORY	DESCRIPTION OF SERVICES	UNIT	UNIT PRICE	ESTIMATED QUANTITY	EXTENDED PRICE
WHITE GOODS COLLECT AND HAUL	Removal of Eligible Non-refrigerant White Goods – Work consists of load and haul eligible non-refrigerant white goods from ROW to DMS	Each	\$ -	500	\$ -
	Removal of Eligible Refrigerant White Goods – Work consists of load and haul eligible non-refrigerant white goods from ROW to DMS. Contractor shall be responsible for the proper removal and disposal of refrigerants as required by law.	Each	\$ -	500	\$ -
TOTAL WHITE GOODS COLLECT AND HAUL:					\$ -



EXHIBIT I - COST/FEE PROPOSAL
RFP # 16-22
DISASTER DEBRIS REMOVAL and DISPOSAL SERVICES
 (Include under Tab F of Proposal)

NAME OF BUSINESS:

CONTACT PERSON:

EMAIL ADDRESS:

AUTHORIZED SIGNATURE:

SCHEDULE A: SCHEDULE OF ITEMS (continued)					
CATEGORY	DESCRIPTION OF SERVICES	UNIT	UNIT PRICE	ESTIMATED QUANTITY	EXTENDED PRICE
TREE OPERATIONS	Removal of Hazardous Trees – Work consists of removing eligible hazardous trees and placing them at the nearest and safest location on the County ROW for collection as normal vegetative debris. (Measurements are the diameter of the tree up 54" from ground level)				
	6.0 inch – 12.9 inch diameter	Per Tree	\$ -	100	\$ -
	13.0 inch – 24.9 inch diameter	Per Tree	\$ -	100	\$ -
	25.0 inch – 36.9 inch diameter	Per Tree	\$ -	100	\$ -
	37.0 inch – 48.9 inch diameter	Per Tree	\$ -	100	\$ -
	49 inch and greater diameter	Per Tree	\$ -	100	\$ -
	Removal of Eligible Hazardous Limbs – Work consists of removing eligible hazardous limbs and placing them at the nearest and safest location on the County ROW for collection as normal vegetative debris.				
	Hazardous Limbs are 2" inches and greater in diameter at point of break.	Per Tree	\$ -	100	\$ -
TOTAL TREE OPERATIONS:					\$ -

CATEGORY	DESCRIPTION OF SERVICES	UNIT	UNIT PRICE	ESTIMATED QUANTITY	EXTENDED PRICE
FINAL DISPOSITION - REDUCED DEBRIS; COLLECT AND HAUL	Haul-out of Reduced Eligible DMS Debris to County Designated Final Disposal – work consists of loading and transporting reduced eligible disaster debris to a County approved final disposal site. (Mileage is based on one-way haul distance)				
	0 – 30.0 miles	Cubic Yard	\$ -	600,000	\$ -
	30.1 – 60.0 miles	Cubic Yard	\$ -	600,000	\$ -
	60.1 – 90.0 miles	Cubic Yard	\$ -	200,000	\$ -
	90.1 – 120.0 miles	Cubic Yard	\$ -	100,000	\$ -
	120.1 – 150.0 miles	Cubic Yard	\$ -	100,000	\$ -
	150.1 miles or greater	Cubic Yard	\$ -	100,000	\$ -
TOTAL FINAL DISPOSITION - REDUCED DEBRIS; COLLECT AND HAUL:					\$ -



EXHIBIT I - COST/FEE PROPOSAL
RFP # 16-22
DISASTER DEBRIS REMOVAL and DISPOSAL SERVICES
 (Include under Tab F of Proposal)

NAME OF BUSINESS:

CONTACT PERSON:

EMAIL ADDRESS:

AUTHORIZED SIGNATURE:

SCHEDULE A: SCHEDULE OF ITEMS (continued)

CATEGORY	DESCRIPTION OF SERVICES	UNIT	UNIT PRICE	ESTIMATED QUANTITY	EXTENDED PRICE
FINAL DISPOSITION - UNREDUCED DEBRIS; COLLECT AND HAUL	Haul-out of Unreduced Eligible Debris to County Designated Final Disposal – work consists of loading and transporting unreduced eligible disaster debris from a public property or ROW to a County approved final disposal site. (Mileage is based on one-way haul distance)				
	0 – 30.0 miles	Cubic Yard	\$ -	500,000	\$ -
	30.1 – 60.0 miles	Cubic Yard	\$ -	500,000	\$ -
	60.1 – 90.0 miles	Cubic Yard	\$ -	300,000	\$ -
	90.1 – 120.0 miles	Cubic Yard	\$ -	200,000	\$ -
	120.1 – 150.0 miles	Cubic Yard	\$ -	100,000	\$ -
	150.1 miles or greater	Cubic Yard	\$ -	100,000	\$ -
TOTAL FINAL DISPOSITION - UNREDUCED DEBRIS; COLLECT AND HAUL:					\$ -

LABOR RATES: All labor rates are to be fully burdened to include all taxes, benefits, handling charges, overhead and profits; per diem and fuel is to be included in hourly labor rates.

CATEGORY	LABOR CATEGORY	UNIT	UNIT PRICE
PROJECT MANAGEMENT	Project Manager with truck and cell phone	HOUR	\$ -
	Field Supervisor with truck and cell phone	HOUR	\$ -
	Administrative Assistant	HOUR	\$ -
	Clerical Worker	HOUR	\$ -
PROJECT MANAGEMENT TOTAL:			\$ -



EXHIBIT I - COST/FEE PROPOSAL
RFP # 16-22
DISASTER DEBRIS REMOVAL and DISPOSAL SERVICES
 (Include under Tab F of Proposal)

NAME OF BUSINESS:

CONTACT PERSON:

EMAIL ADDRESS:

AUTHORIZED SIGNATURE:

SCHEDULE A: SCHEDULE OF ITEMS (continued)

CATEGORY	LABOR CATEGORY	UNIT	UNIT PRICE
WORK CREWS	Heavy Equipment Operator	HOUR	\$ -
	Tool Operator (Chainsaw)	HOUR	\$ -
	Traffic Controller (flagman)	HOUR	\$ -
	Laborer w/small tools	HOUR	\$ -
	Hazardous Materials Worker w/gear	HOUR	\$ -
	Mechanic w/truck and tools	HOUR	\$ -
	Tree Climber w/chainsaw and gear	HOUR	\$ -
WORK CREWS TOTAL:			\$ -

SUMMARY OF SCHEDULE A: COST PROPOSAL FEES

CATEGORY	TOTAL PRICE
MANAGEMENT AND REDUCTION	\$ -
VEGETATIVE COLLECT AND HAUL	\$ -
C & D COLLECT AND HAUL	\$ -
MIXED DEBRIS: COLLECT AND HAUL	\$ -
WHITE GOODS: COLLECT AND HAUL	\$ -
TREE OPERATIONS	\$ -
FINAL DISPOSITION - REDUCED DEBRIS: COLLECT AND HAUL	\$ -
FINAL DISPOSITION - UNREDUCED DEBRIS: COLLECT AND HAUL	\$ -
PROJECT MANAGEMENT	\$ -
WORK CREWS	\$ -
TOTAL: SCHEDULE A	\$ -



EXHIBIT I - COST/FEE PROPOSAL
RFP # 16-22
DISASTER DEBRIS REMOVAL and DISPOSAL SERVICES
 (Include under Tab F of Proposal)

NAME OF BUSINESS:

CONTACT PERSON:

EMAIL ADDRESS:

AUTHORIZED SIGNATURE:

SCHEDULE B: SCHEDULE OF ADDITIONAL CONTRACT ITEMS

Additional Contract Items will be used for evaluation purposes only. Items are contract items and will be ordered at the unit prices provided should they be needed by the County.

B1. ADDITIONAL ITEMS

CATEGORY	LABOR CATEGORY	UNIT	UNIT PRICE
SPECIALTY REMOVAL	Load, Haul and Dispose of Household Hazardous Waste	Pound	\$ -
	Electronic Waste - Removal of electronic debris that contains hazardous materials; includes computer monitors and televisions.	Pound	\$ -
	Biowaste - Remove of waste capable of causing infection to humans (animal waste, human blood, pathological waste)	Pound	\$ -
	Putrescent Removal - Removal of debris that will decompose or rot (animals and organic fleshy matter)	Pound	\$ -
	Load, Haul and Dispose of Animal Carcasses	Each	\$ -

CANAL AND WATERWAY DEBRIS REMOVAL	Width 0 - 4 feet	Cubic Yard	\$ -
	Width 4.1 - 8 feet	Cubic Yard	\$ -
	Width 8.1 - 12 feet	Cubic Yard	\$ -
	Width 12.1 - 16 feet	Cubic Yard	\$ -
	Width 16.1 - 20 feet	Cubic Yard	\$ -
	Width 20.1 feet or greater	Cubic Yard	\$ -

SAND COLLECTION AND SCREENING	Screen / Sift Sand, Soil and Mud	Cubic Yard	\$ -
	Load and Haul Sand, Soil and Mud	Cubic Yard	\$ -

REMOVAL AND STORAGE OF VEHICLES AND VESSELS	Removal of eligible abandoned vehicle or vessel to County approved staging area		
	Vehicle Removal	Each	\$ -
	Vessel Removal (Land)	Linear Foot	\$ -
	Vessel Removal (Marine)	Linear Foot	\$ -



EXHIBIT I - COST/FEE PROPOSAL
RFP # 16-22
DISASTER DEBRIS REMOVAL and DISPOSAL SERVICES
 (Include under Tab F of Proposal)

NAME OF BUSINESS:

CONTACT PERSON:

EMAIL ADDRESS:

AUTHORIZED SIGNATURE:

SCHEDULE B: SCHEDULE OF ADDITIONAL CONTRACT ITEMS (continued)			
HAZARDOUS TREE BRACING	6.0 inch – 24.0 inch diameter	Each	\$ -
	24.0 inch – 36.0 inch diameter	Each	\$ -
	Greater than 36 inch diameter	Each	\$ -

HAZARDOUS STUMP REMOVAL	Work consists of removing eligible hazardous stumps, backfilling and compacting the stump hole, and transporting the stump to an approved County DMS or final disposal location. Measurement is the diameter of the stump 24 inches above the ground.		
	24 - 36 inches diameter	Each	\$ -
	36.1 - 48 inches diameter	Each	\$ -
	48.1 - 72 inches diameter	Each	\$ -
	72 inches diameter	Each	\$ -

B2. OTHER LABOR RATE SCHEDULE			
CATEGORY	DESCRIPTION	UNIT	UNIT PRICE
OTHER - Define other workers that may be required and the hourly rate to provide		Hour	\$ -
		Hour	\$ -
		Hour	\$ -
		Hour	\$ -
		Hour	\$ -
		Hour	\$ -
		Hour	\$ -
		Hour	\$ -
		Hour	\$ -
		Hour	\$ -



EXHIBIT I - COST/FEE PROPOSAL
RFP # 16-22
DISASTER DEBRIS REMOVAL and DISPOSAL SERVICES
 (Include under Tab F of Proposal)

NAME OF BUSINESS:

CONTACT PERSON:

EMAIL ADDRESS:

AUTHORIZED SIGNATURE:

SCHEDULE B: SCHEDULE OF ADDITIONAL CONTRACT ITEMS (continued)

WORK CREW CATEGORY (typical crew makeup for "First Push" operations)	Wheel Loader w/operator, 2.5cy, Foreman with support vehicle and small equipment, Laborer with chainsaw and two (2) laborers with small tools	Hour for complete Work Crew	\$ -
---	---	-----------------------------	------

B3. EQUIPMENT RATE SCHEDULE

No.	EQUIPMENT	SPECIFICATION	CAPACITY / SIZE	HP	NOTES	RATE PER HOUR
1	Aerial Lift, Self Propelled	Max platform ht	37 ft	To 15	Articulated, telescoping, scissor	\$ -
2	Aerial Lift, Self Propelled	Max platform ht	60 ft	To 30	Articulated, telescoping, scissor	\$ -
3	Aerial Lift, Self Propelled	Max platform ht	70 ft	To 50	Articulated, telescoping, scissor	\$ -
4	Aerial Lift, Self Propelled	Max platform ht	125 ft	To 85	Articulated, telescoping, scissor	\$ -
5	Aerial Lift, Self Propelled	Max platform ht	150 ft	To 130	Articulated, telescoping, scissor	\$ -
6	Aerial Lift, Truck Mounted	Max platform ht	25 ft		Articulated, telescoping, scissor	\$ -
7	Aerial Lift, Truck Mounted	Max platform ht	50 ft		Articulated, telescoping, scissor	\$ -
8	Aerial Lift, Truck Mounted	Max platform ht	75 ft		Articulated, telescoping, scissor	\$ -
9	Aerial Lift, Truck Mounted	Max platform ht	100 ft		Articulated, telescoping, scissor	\$ -
10	Breaker, Hand-Held Pavement	Weight	25-90 lbs			\$ -
11	Breaker, Pavement			To 70		\$ -
12	Breaker, Pavement			To 105		\$ -
13	Breaker, Pavement			To 137		\$ -
14	Breaker, Pavement					\$ -
15	Bucket, Clamshell	Capacity	1.0 CY			\$ -
16	Bucket, Clamshell	Capacity	2.5 CY			\$ -



EXHIBIT I - COST/FEE PROPOSAL
RFP # 16-22
DISASTER DEBRIS REMOVAL and DISPOSAL SERVICES
 (Include under Tab F of Proposal)

NAME OF BUSINESS:

CONTACT PERSON:

EMAIL ADDRESS:

AUTHORIZED SIGNATURE:

SCHEDULE B: SCHEDULE OF ADDITIONAL CONTRACT ITEMS (continued)						
B3. EQUIPMENT RATE SCHEDULE						
No.	EQUIPMENT	SPECIFICATION	CAPACITY / SIZE	HP	NOTES	RATE PER HOUR
17	Bucket, Clamshell	Capacity	5.0 CY			\$ -
18	Bucket, Clamshell	Capacity	7.5 CY			\$ -
19	Chain Saw	Bar Length	16 in.			\$ -
20	Chain Saw	Bar Length	25 in.			\$ -
21	Chain Saw Pole	Bar Size	18 in.			\$ -
22	Chipper, Brush	Chipping Capacity	6 in.	To 35	Trailer mounted	\$ -
23	Chipper, Brush	Chipping Capacity	12 in.	To 65	Trailer mounted	\$ -
24	Chipper, Brush	Chipping Capacity	16 in.	To 100	Trailer mounted	\$ -
25	Chipper, Brush	Chipping Capacity	18 in.	To 125	Trailer mounted	\$ -
26	Chipper, Brush	Chipping Capacity	18 in.	To 200	Trailer mounted	\$ -
27	Chipper, Brush	Chipping Capacity	19 in.	To 300	Trailer mounted	\$ -
28	Chipper, Brush	Chipping Capacity	19 in.	To 450	Trailer mounted	\$ -
29	Chipper, Brush	Chipping Capacity		To 650	Trailer mounted	\$ -
30	Crane	Max Lift Cap	8 MT	To 80		\$ -
31	Crane	Max Lift Cap	15 MT	To 150		\$ -
32	Crane	Max Lift Cap	27 MT	To 200		\$ -
33	Crane	Max Lift Cap	45 MT	To 300		\$ -
34	Crane	Max Lift Cap	70 MT	To 350		\$ -
35	Crane	Max Lift Cap	110 MY	To 450		\$ -



EXHIBIT I - COST/FEE PROPOSAL
RFP # 16-22
DISASTER DEBRIS REMOVAL and DISPOSAL SERVICES
 (Include under Tab F of Proposal)

NAME OF BUSINESS:

CONTACT PERSON:

EMAIL ADDRESS:

AUTHORIZED SIGNATURE:

SCHEDULE B: SCHEDULE OF ADDITIONAL CONTRACT ITEMS (continued)						
B3. EQUIPMENT RATE SCHEDULE						
No.	EQUIPMENT	SPECIFICATION	CAPACITY / SIZE	HP	NOTES	RATE PER HOUR
36	Crane, Truck Mounted	Max Lift Cap	17600 lbs			\$ -
37	Crane, Truck Mounted	Max Lift Cap	33000 lbs			\$ -
38	Crane, Truck Mounted	Max Lift Cap	60000 lbs			\$ -
39	Crane, Truck Mounted	Max Lift Cap	120000 lbs			\$ -
40	Fork Lift	Capacity	6000 lbs	To 60		\$ -
41	Fork Lift	Capacity	12000 lbs	To 90		\$ -
42	Fork Lift	Capacity	18000	To 140		\$ -
43	Fork Lift	Capacity	50000	To 215		\$ -
44	Loader, Skid-Steer	Operating Capacity	1000 lbs	To 35		\$ -
45	Loader, Skid-Steer	Operating Capacity	2000 lbs	To 65		\$ -
46	Loader, Skid-Steer	Operating Capacity	3000 lbs	To 85		\$ -
47	Loader, Skid-Steer	Operating Capacity	4000 lbs	To 94		\$ -
48	Loader, Wheel	Bucket Capacity	0.5 CY	To 38		\$ -
49	Loader, Wheel	Bucket Capacity	1 CY	To 60		\$ -
50	Loader, Wheel	Bucket Capacity	2 CY	To 105		\$ -
51	Loader, Wheel	Bucket Capacity	3 CY	To 152		\$ -
52	Loader, Wheel	Bucket Capacity	4 CY	To 200		\$ -
53	Loader, Wheel	Bucket Capacity	5 CY	To 250		\$ -
54	Loader, Wheel	Bucket Capacity	6 CY	To 305		\$ -



EXHIBIT I - COST/FEE PROPOSAL
RFP # 16-22
DISASTER DEBRIS REMOVAL and DISPOSAL SERVICES
 (Include under Tab F of Proposal)

NAME OF BUSINESS:

CONTACT PERSON:

EMAIL ADDRESS:

AUTHORIZED SIGNATURE:

SCHEDULE B: SCHEDULE OF ADDITIONAL CONTRACT ITEMS (continued)						
B3. EQUIPMENT RATE SCHEDULE						
No.	EQUIPMENT	SPECIFICATION	CAPACITY / SIZE	HP	NOTES	RATE PER HOUR
55	Loader, Wheel	Bucket Capacity	7 CY	To 360		\$ -
56	Loader, Wheel	Bucket Capacity	8 CY	To 415		\$ -
57	Loader, Wheel	Bucket Capacity	9 CY	To 470		\$ -
58	Loader, Wheel	Bucket Capacity	10 CY	To 530		\$ -
59	Loader-Backhoe, Wheel	Bucket Capacity	0.5 CY	To 40	Loader and backhoe bucket included	\$ -
60	Loader-Backhoe, Wheel	Bucket Capacity	1 CY	To 70	Loader and backhoe bucket included	\$ -
61	Loader-Backhoe, Wheel	Bucket Capacity	1.5 CY	To 95	Loader and backhoe bucket included	\$ -
62	Loader-Backhoe, Wheel	Bucket Capacity	1.75 CY	To 115	Loader and backhoe bucket included	\$ -
63	Saw, Concrete	Blade Diameter	14 in	To 14		\$ -
64	Saw, Concrete	Blade Diameter	26 in	To 35		\$ -
65	Saw, Concrete	Blade Diameter	48 in	To 65		\$ -
66	Sweeper, Pavement			To 110		\$ -
67	Sweeper, Pavement			To 150		\$ -
68	Sweeper, Pavement			To 200		\$ -
69	Trailer, Dump	Capacity	20 CY		Does not include prime mover	\$ -
70	Trailer, Dump	Capacity	30 CY			\$ -
71	Trailer, Dump	Capacity	40 CY		Does not include prime mover	\$ -
72	Trailer, Equipment	Capacity	30 tons			\$ -
73	Trailer, Equipment	Capacity	40 tons			\$ -



EXHIBIT I - COST/FEE PROPOSAL
RFP # 16-22
DISASTER DEBRIS REMOVAL and DISPOSAL SERVICES
 (Include under Tab F of Proposal)

NAME OF BUSINESS:

CONTACT PERSON:

EMAIL ADDRESS:

AUTHORIZED SIGNATURE:

SCHEDULE B: SCHEDULE OF ADDITIONAL CONTRACT ITEMS (continued)						
B3. EQUIPMENT RATE SCHEDULE						
No.	EQUIPMENT	SPECIFICATION	CAPACITY / SIZE	HP	NOTES	RATE PER HOUR
74	Trailer, Equipment	Capacity	60 tons			\$ -
75	Trailer, Equipment	Capacity	120 tons			\$ -
76	Truck, Dump	Truck Capacity	8 CY	To 210		\$ -
77	Truck, Dump	Truck Capacity	10 CY	To 235		\$ -
78	Truck, Dump	Truck Capacity	12 CY	To 255		\$ -
79	Truck, Dump	Truck Capacity	18 CY	To 330		\$ -
80	Truck, Dump	Truck Capacity	28 CY	To 400		\$ -
81	Truck, Dump	Truck Capacity	40 CY	To 460		\$ -
82	Truck, Dump	Truck Capacity	50 CY	To 620		\$ -
83	Truck, Flatbed	Max Gross Vehicle Weight	15000 lbs	To 150		\$ -
84	Truck, Flatbed	Max Gross Vehicle Weight	25000 lbs	To 180		\$ -
85	Truck, Flatbed	Max Gross Vehicle Weight	30000 lbs	To 215		\$ -
86	Truck, Flatbed	Max Gross Vehicle Weight	45000 lbs	To 250		\$ -
87	Truck, Flatbed	Max Gross Vehicle Weight	50000 lbs	To 300		\$ -
88	Truck, Flatbed	Max Gross Vehicle Weight		To 375		\$ -
89	Truck, Flatbed	Max Gross Vehicle Weight		To 450		\$ -
90	Truck, Knuckle Boom				Add flatbed truck to truck mounted crane	\$ -
91	Truck, Pickup			To 130		\$ -
92	Truck, Pickup			To 180		\$ -



EXHIBIT I - COST/FEE PROPOSAL
RFP # 16-22
DISASTER DEBRIS REMOVAL and DISPOSAL SERVICES
 (Include under Tab F of Proposal)

NAME OF BUSINESS:

CONTACT PERSON:

EMAIL ADDRESS:

AUTHORIZED SIGNATURE:

SCHEDULE B: SCHEDULE OF ADDITIONAL CONTRACT ITEMS (continued)						
B3. EQUIPMENT RATE SCHEDULE						
No.	EQUIPMENT	SPECIFICATION	CAPACITY / SIZE	HP	NOTES	RATE PER HOUR
93	Truck, Pickup			To 230		\$ -
94	Truck, Pickup			To 280		\$ -
95	Truck, Tractor			To 210		\$ -
96	Truck, Tractor			To 265		\$ -
97	Truck, Tractor			To 310		\$ -
98	Truck, Tractor			To 350		\$ -
99	Tub Grinder			To 400		\$ -
100	Tub Grinder			To 500		\$ -
101	Tub Grinder			To 600		\$ -
102	Tub Grinder			To 700		\$ -
103	Tub Grinder			To 800		\$ -
104	Tub Grinder			To 900		\$ -
105	Tub Grinder			To 1000		\$ -



EXHIBIT I - COST/FEE PROPOSAL
RFP # 16-22
DISASTER DEBRIS REMOVAL and DISPOSAL SERVICES
 (Include under Tab F of Proposal)

NAME OF BUSINESS:

CONTACT PERSON:

EMAIL ADDRESS:

AUTHORIZED SIGNATURE:

SCHEDULE B: SCHEDULE OF ADDITIONAL CONTRACT ITEMS (continued)						
OTHER EQUIPMENT: Define other EQUIPMENT that may be required and the hourly rate to provide.						
No.	EQUIPMENT	SPECIFICATION	CAPACITY/ SIZE	HP	NOTES	RATE PER HOUR
106						\$ -
107						\$ -
108						\$ -
109						\$ -
110						\$ -
111						\$ -
112						\$ -
113						\$ -
114						\$ -
115						\$ -
116						\$ -
117						\$ -
118						\$ -
119						\$ -
120						\$ -

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.



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 ____]



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5718
FAX 386-506-5711
purchdiv@port-orange.org

ADDENDUM NO. 1

May 25, 2016

RFP 16-22 Disaster Debris Removal and Disposal Services

To All Proposers:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated April 26, 2016 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of Proposer to confirm that all addenda have been received prior to submitting a proposal and acknowledge such in the proposal documents.

A. CLARIFICATION REGARDING LOCAL PREFERENCE:

Pursuant to FEMA regulations, Local Preference will not be utilized in this RFP.

B. CLARIFICATION REGARDING PERFORMANCE AND PAYMENT BOND:

When a disaster related event is declared, the Disaster Debris Removal and Disposal contract will be activated, the selected firm will be required to submit the projected costs for the event and a Task Authorization will be issued. A Payment and Performance Bond must be submitted at the time of the Task Authorization. The P&P Bond issued will equal 100% the amount of the Purchase Order/Task Authorization prior to commencement of work. In the event the workload increases, thereby increasing the cost, prior to a change order being made a new P&P Bond will be required matching the new total (original PO plus increased amount).

C. CORRECTION TO FEMA DOCUMENT REFERENCES:

1. In Section 6 – Special Conditions, on page 39, the RFP document references FEMA 325 and 327. Please disregard this and refer to the most recent Public Assistance Program Policy Guide (PAPPG) which superseded all previous 9500 series publications.
2. Exhibit 1 has been revised to change the unit pricing of animal carcasses to pound instead of each.

D. QUESTIONS AND ANSWERS:

1. Regarding the Performance and Payment Bond (in the event a contract is activated during a declared emergency), should proposers shoot high on the total amount in the event a project runs longer than estimated to avoid change orders?

Answer: It would be advisable to estimate on the higher side for Task Authorizations to the Contract during a declared disaster response, but not excessively. In the event a change order to the Task Authorization would be required for the services, the vendor must submit a revised Performance and Payment Bond to match the increased contract amount.

2. If the project runs long and costs would exceed the contracted amount, would work have to stop until a change order is approved by Council?

Answer: In the event of an emergency, work will not stop due to the necessity of a change order to the contract amount as the safety of the citizens of Port Orange is a priority. A change order still be processed and in coinciding with the services and an amended Performance and Payment Bond will be required from the vendor.

3. Will there be a primary firm identified in the selection process?

Answer: Yes, the City will select two (2) or three (3) firms to contract with the highest ranked firm identified as the primary firm to contact first in the event of a declared disaster. If the primary firm is unable to commit, due to being over extended with other contracts, to the Task Authorization for mobilization, the second firm will be contacted, and so on. The magnitude of the declared disaster will determine the extent of services required from the contracted firm(s). All communications and notifications to mobilize via a Task Authorization will be conducted in writing only (i.e. email notification).

4. There is a section in the RFP that mentions no sub-contractors should be used without prior permission from the City. Does this mean we will not be able to use sub-contractors?

Answer: That section is part of our Standard Terms and Conditions. Following the requirements in "Section 7 – Proposal Submittal and Requirements", please identify and submit qualifications for any sub-contractors your firm would utilize under "Tab B."

Also, Form 9.9 – Listing of Subcontractors has been included with this Addendum. Please complete and submit with your proposal under "Tab G – Required Documents"

5. Please explain specifically how the pricing of one proposal will be evaluated against the pricing from another proposal, including the answer to these questions:

- a. Will each pricing proposal be analyzed and refined to become one total number which can then be compared to the other proposals, and if so, what is the formula that will be used to derive that total number?

Answer: Per Exhibit I – Cost/Fee Proposal, “Schedule A” items will be evaluated using the “Summary of Schedule A: Cost Proposal Fees”. “Schedule B: Schedule of Additional Contract Items” will be evaluated on the unit pricing only of the labor and equipment identified on Exhibit I.

- b. Will some of the line item prices offered be excluded from the pricing evaluation? If so, which line items will be included and which will be excluded?

Answer: All of Schedule A and the listed labor and equipment units of Schedule B will be used for evaluation purposes (see answer to 5a above)

- c. Will extended totals (unit price multiplied by estimated quantity) be used to evaluate pricing, and if so, what estimated quantities and what line items will be used to derive the extended totals that will be evaluated?

Answer: Yes, the estimated quantities will be used to evaluate pricing proposed in “Schedule A” of Exhibit I – Cost/Fee Proposal.

- d. Will all pricing line items be evaluated equally or will some line items receive more importance in the evaluation? If some line items will be evaluated as more important, what is the formula that will be used to weight the importance of each line item?

Answer: Every item will be evaluated equally. The last segment of Schedule B, “Other Equipment” will not be used in the evaluation. This segment is only for a listing of any equipment not previously identified that a proposer may wish to price in the event it would be necessary to utilize.

6. Is there an existing contract similar to this in place or previously in place? Are the Bid tabulations available?

Answer: This is the first time the City of Port Orange has issued an RFP for Disaster Debris Removal and Disposal Services following the new FEMA requirements.

7. Could you provide me with the past bid tabulation for the Disaster Debris Removal and Disposal Services RFP?

Answer: See answer to Question #6 above.

8. Upon review of the RFP #16-22 for Disaster Debris Removal and Disposal Services I wanted to get clarification on the following.

Section 6 – Specific Conditions – Socioeconomic Contracting found on page 39 encourages the use of socioeconomic contracting. Form 9.8 MWBE Participation Statement found on page 61 requires a list of DBE Subs that we have contacted to work with us. Will a designation of SBE satisfy this requirement for socioeconomic contracting? Thank you for your help in this matter.

Answer: No, Small Business Enterprises (SBE) are not included as Minority and Women Owned Business Enterprises. To be categorized as an MWBE, a Small Business Enterprise would also need to be certified as a Minority, Woman Owned, or Service Disabled Veteran business enterprise.

9. Page 9 states “Proposers must provide (3) verifiable references from similar scopes of work identified on the RFP on the provided ‘Professional References’ form.” This form is not included in the RFP nor is it listed on the Proposal Submittal Checklist. Is this something that is needed to submit references?

Answer: Please disregard this paragraph on page 9. Per “Section 7 – Proposal Submittal & Requirements”, under Tab B “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.

10. Page 45 states that “all Respondents must be prepared to supply a financial statement upon request, preferably a certified audit of the last available year”. Does this mean that we may have to produce a certified audit if the City specifically asks or do we need to submit one with the proposal?

Answer: The City may request a firm to produce a certified audit or a Dunn & Bradstreet Report. These reports are not required to be included in the proposal, but be prepared to produce the documents if requested.

11. Pg. 17 - "The Contractor shall be responsible for paying all landfill tipping fees and provide all required documentation to the Debris Monitoring Consultant needed to facilitate eligible reimbursement through FEMA and (FHWA) for such fees."

Will landfill tipping fees be a pass thru cost to the City? Tipping fees are generally a pass thru expense to the City.

Answer: All costs will be the responsibility of the contractor, as stated in the RFP document. The landfill tipping fees may be addressed during contract negotiation between the City and the selected contractor(s).

12. Pg. 44 - "For each of the above items the proposer shall make sure to include details of the project such as: the public agency, their contact, FEMA contacts, all pertinent phone numbers and dollar amounts." Prime Contractors typically do not have a relationship with FEMA, this usually falls to the Applicant. In most cases we do not have the FEMA contact information. Would the City consider waiving this requirement?

Answer: The main information we are looking for is the public agency, public agency contact, and that contact's phone number and e-mail address. Provide as much detail as can be provided regarding the identified contract including amount, experience dealing with FEMA requirements and any contacts with FEMA if any.

13. Pg. 46 - "Provide a matrix detailing your approach to the project and list of costs associated with personnel and equipment with your proposal under Tab F." Would the City provide additional clarification and or guidance on this requirement?

Answer: Tab F involves a proposer's strategies for mobilization, clean-up, and demobilization. Provide estimated timeframes and as much detail as to your firm's methodology in handling Disaster Debris Removal and Disposal Services, such as example scenarios based on prior experience. The completed Exhibit I – Cost/Fee Proposal from must also be included under Tab F.

14. Exhibit I – Cost/Fee Proposal, under Schedule B, Load, Haul and Dispose of Animal Carcasses, the unit of measure is "each". Would the City consider changing this to "pound" as the weight of animals varies greatly? The use of pounds has been the industry standard unit of measure for this pricing line item.

Answer: Exhibit I – Cost/Fee Proposal has been revised to reflect the Unit of Measure for Animal Carcasses under B1 to "pound". The revised Exhibit I must be used when submitting your proposal.

15. Exhibit I – Cost/Fee Proposal - Schedule B

Can the City provide additional scope on the Canal and waterway debris removal pricing line item? The “Width” that is referred to is likely the canal width but there is no scope then for other waterways. In addition, how is the resultant debris to be handled i.e. placed on the nearest right-of-way, transported to the DMS or transported to the final disposal location?

Answer: Per page 16 of the RFP Document, The Contractor shall coordinate with the appropriate local, state, or federal agencies with jurisdictional authority to remove debris in natural or man-made waterways within the City limits. This coordination will also apply to the handling and transportation of the debris.

16. Copies of Proposal: “Proposals shall be submitted in the City Clerk’s office with one (1) original, and one (1) digital (CD or flash drive)” – Pg. 3 “ Bids (Envelope/Package) shall contain one (1) original and five (5) copies 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. – Pg. 24

Would the City clarify the number of copies they would like to receive from each proposer?

Answer: Submissions are to be one (1) original and one (1) digital (CD or flash drive) in pdf format.

In all other respects, except as specifically stated herein, the subject RFP remains unchanged.

END OF ADDENDUM NO. 1

FORM 9.9 – LISTING OF SUBCONTRACTORS

The bidder proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful bidder shall not substitute subcontractors without approval from the Engineer. Bidder shall attach additional sheets as necessary.

Subcontractor No. 1

Name: _____

Description of Work: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 2

Name: _____

Description of Work: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 3

Name: _____

Description of Work: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name: _____

Description of Work: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: _____

Description of Work: _____

Previous Experience Together: Yes/No _____

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
purchdiv@port-orange.org

ADDENDUM NO. 2 **May 26, 2016**

RFP 16-22 Disaster Debris Removal and Disposal Services

To All Proposers:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated April 26, 2016 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of Proposer to confirm that all addenda have been received prior to submitting a proposal and acknowledge such in the proposal documents.

A. CORRECTION TO SECTION 7 – PROPOSAL SUBMITTAL & REQUIREMENTS:

Due to the nature of this RFP, the following correction has been made to page 44, Section 7 – Proposal Submittal & Requirements Tab B – Firm and Staff Qualifications:

“List at least five (5) contracts with similar sized cities completed within the **last ten (10) 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.”**

B. CLARIFICATION REGARDING UNIT PRICING FOR EXHIBIT I – COST/FEE PROPOSAL:

Regarding unit pricing on Exhibit I – Cost/Fee Proposal: all unit pricing is to be based on straight collection and hauling rates, not to include tipping fees from the landfill due to the variances in rates based on wet or dry debris. In Section B, there is a space to add “other equipment” that may be required. Please make notation of the tipping fees that may be charged by the landfill. These fees will not be included in the evaluation process. As stated in Addendum No. 1, the landfill tipping fees may be addressed during contract negotiation between the City and the selected contractor(s).

In all other respects, except as specifically stated herein, the subject RFP remains unchanged.

END OF ADDENDUM NO. 2



INTENT TO AWARD

RFP # 16-22

DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES

July 25, 2016

Purchasing received eight (8) proposal submittals for RFP # 16-22, Disaster Debris Removal and Disposal Services.

After review of the proposals submitted, the Evaluation Committee has made its recommendation to award to Ashbritt, Inc. of Deerfield, Florida and DRC Emergency Services, Inc. of West Palm Beach, Florida.

Recommendation to award will be presented for City Council approval on August 16, 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-16-22
RFP TITLE: DISASTER DEBRIS REMOVAL and DISPOSAL SERVICES
OPENING DATE/TIME: JUNE 1, 2016 AT 2:30 P.M.

		Response 1	Response 2	Response 3	Response 4
Submittal Required Forms (mark "yes" or "no")		Ashbritt, Inc. Deerfield Beach, Florida	Bergeron Emergency Services, Inc. Ft. Lauderdale, Florida	Ceres Environmental Services, Inc. Sarasota, Florida	CrowderGulf Joint Venture, Inc. Theodore, Alabama
1	Form 9.1 Submittal Checklist	Yes	Yes	Yes	Yes
2	Form 9.2 Proposer's Acknowledgment	Yes	Yes	Yes	Yes
4	Form 9.3 Drug Free Preference Statement	Yes	Yes	Yes	Yes
5	Form 9.4 Statement on Public Entity Crimes	Yes	Yes	Yes	Yes
6	Form 9.5 Affidavit of Anti-Collusion	Yes	Yes	Yes	Yes
7	Form 9.6 Authorized Signatures/Negotiators	Yes	Yes	Yes	Yes
8	Form 9.7 Vendor Information Form & W-9	Yes	Yes	Yes	Yes
9	Form 9.8 mwbe Participation Statement	Yes	Yes	Yes	Yes
10	TAB F - Exhibit 1 - Cost/Fee Proposal	Yes	Yes	Yes	Yes
1 Original, 5 Copies, 1 Digital Copy		Yes	Yes	Yes	Yes
Deemed Responsive?		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, 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-16-22
RFP TITLE: DISASTER DEBRIS REMOVAL and DISPOSAL SERVICES
OPENING DATE/TIME: JUNE 1, 2016 AT 2:30 P.M.

		Response 5	Response 6	Response 7	Response 8
Submittal Required Forms (mark "yes" or "no")		Custom Tree Care, Inc. Topeka, Kansas	DRC Emergency Services, Inc. West Palm Beach, Florida	J. B. Coxwell Contracting, Inc. Jacksonville, Florida	TFR Enterprises, Inc. Leander, Texas
1	Form 9.1 Submittal Checklist	Yes	Yes	Yes	Yes
2	Form 9.2 Proposer's Acknowledgment	Yes	Yes	Yes	Yes
4	Form 9.3 Drug Free Preference Statement	Yes	Yes	Yes	Yes
5	Form 9.4 Statement on Public Entity Crimes	Yes	Yes	Yes	Yes
6	Form 9.5 Affidavit of Anti-Collusion	Yes	Yes	Yes	Yes
7	Form 9.6 Authorized Signatures/Negotiators	Yes	Yes	Yes	Yes
8	Form 9.7 Vendor Information Form & W-9	Yes	Yes	Yes	Yes
9	Form 9.8 mwbe Participation Statement	Yes	Yes	Yes	Yes
10	TAB F - Exhibit 1 - Cost/Fee Proposal	Yes	Yes	Yes	Yes
1 Original, 5 Copies, 1 Digital Copy		Yes	Yes	Yes	Yes
Deemed Responsive?		Responsive	Responsive	Responsive	Responsive



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/16/2016

Consent item: Yes

SUBJECT: CedarChem, LLC - Change Order No 1 to the Standard Contract for Services, signed September 22, 2015.

DEPARTMENT: Public Utilities

GOAL: N/A

OBJECTIVE: N/A

RECOMMENDED MOTION: Move to approve Change Order No 1 to the Standard Contract for Services with CedarChem, LLC. for the purchase of Polyaluminum Chloride Blend, per Bid 15-24 Water and Wastewater Chemicals in the amount of \$50,675 for a revised contract amount not to exceed \$104,000; and to authorize the Mayor and City Clerk to execute all required contract documents.

SUMMARY:

On September 22, 2015, the City approved a Standard Contract for Services with CedarChem, LLC. for the purchase of Polyaluminum Chloride Blend, pursuant to Bid B15-24 Water and Wastewater Chemicals.

Change Order No 1 request is for an additional spending authority of \$50,675 for a revised contract amount of \$104,000. This change is necessary to cover the initial term of the contract.

When we requested the Standard Contract for Services, we based the amount and quantities on a 12-month term instead of a 15-month initial term. The initial term of this contract is for October 1, 2015 and expires on December 31, 2016, with a 12-month renewal option. Currently there is not enough authorized spending authority to cover the 15-month initial term of the contract.

Per Ordinance No 2015-30, City Code 2-272, this Change Order will require the approval of the City Council.

Project No.: None
none

Funding Account No.: 40104005355219
40104005355219

ATTACHMENTS:

1.	CedarChem - Change Order No 1	CedarChem - Change Order No 1.pdf
2.	Chemicals Change Order Information	Chemical Change Order 1.pdf
3.	FY2016 CedarChem Contract Tracking	FY2016- CedarChem Contract Tracking.pdf

4.	Standard Contract for Services	Cedarchem LLC - Standard Contract 9-22-15.pdf
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Julia Wiggins	Created/Initiated - 07/26/2016
Julia Wiggins	Approved - 07/26/2016
Rick Wilson	Approved - 07/26/2016
Diana Fye	Approved - 07/26/2016
Tracey Riehm	Approved - 08/04/2016
Margaret Roberts	Approved - 08/12/2016
M. Jake Johansson	Approved - 08/12/2016
Robin Fenwick	Final Approval - 08/12/2016

CHANGE ORDER NO. 1
To the Standard Agreement, signed September 22, 2015
Effective date, October 1, 2015
CedarChem LLC., Contractor

Project: Purchase of Polyaluminum Chloride Blend – per Bid B15-24 Water and Wasterwater Chemicals

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ 53,325	Original Contract Times Substantial Completion: ____ days Final Completion: 457 days
Net changes from previous Change Order: \$0	Changes in contract time from previous Change Orders: 0 days
Contract Price prior to this Change Order: \$ 53,325	Contract Completion Date prior to this Change Order: Final Completion: December 31, 2016
Net Increase (decrease) of this Change Order No 1: \$ 50,675	Changes in contract time requested this Change Order No. 1: (Requires Council Approval) 0 days
Contract Price with all approved Change Orders: \$ 104,000	Contract Times with all approved Change Orders: Final Completion: December 31, 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 22, 2015.
- II. REQUIRED CHANGES: To provide additional spending authorization to purchase Polyaluminum Chloride Blend, under Bid B15-24. No goods shall be delivered nor services commenced hereunder until this Change Order has been fully executed by all parties.
- III. JUSTIFICATION: Required for additional spending approval to purchase Polyaluminum Chloride Blend for the Reclaimed Water Plant. The initial term of this contract is for a 15-month time period. The original chemical quantity and spending authorization of \$53,325 was based on a 12-month initial contract term. This will leave us short to purchase this chemical for October 2016 through December 2016. We are requesting an additional \$50,675 for a new contract amount of \$104,000. Funds are available in FY16 and FY17 and is contingent upon Council approval of the FY17 Operating Budget.
- 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 **One Hundred Four Thousand dollars and no cents. (\$104,000)**. 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:

PUBLIC UTILITIES

Department

By: _____

Julia Wiggins, Public Utilities Budget Analyst

ACCEPTED BY:

CEDARCHEM, LLC.

CONTRACTOR

By: _____

Timothy S. Wright, President

Date Signed: _____

8/1/2016

Date Signed: _____

8/1/16

RECOMMENDED BY:

N/A

City's Representative

By: _____

Printed Name

Title: _____

Date Signed: _____

RECOMMENDED BY:

N/A

Engineer of Record

By: _____

Printed Name: _____

Title: _____

Date Signed: _____

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By: [Signature]
Rick Wilson, Interim Public Utilities Director

Date Signed: 8/1/16

City Manager

By: _____
M. H. Johansson, City Manager

Date Signed: _____

If Council approval is required:

Affirmed:

By: _____
Allen Green, City Manager

Robin L. Fenwick, CMC, City Clerk

Date Signed: _____

Date Signed: _____

Chemical Contract - Change Orders

Vendor	Chemical	Current Contract Amount	Current Encumbrance	Contract Balance	Additional Spending Authority	Change Order Amount	Revised Contract Amount
Airgas Carbonic, Inc.	Liquid Carbon Dioxide	\$ 33,300.00	\$ (33,300.00)	\$ -	\$ 8,250.00	\$ 8,250.00	\$ 41,550.00
Allied Universal	Liquid Sodium Hypochlorite	\$ 97,760.00	\$ (75,000.00)	\$ 22,760.00	no change	no change	no change
Carmeuse Lime & Stone	Bulk Quicklime	\$ 350,172.00	\$ (350,000.00)	\$ 172.00	\$ 87,500.00	\$ 87,328.00	\$ 437,500.00
Harcross Chemicals	Hydrofluosilicic	\$ 17,856.00	\$ (17,000.00)	\$ 856.00	\$ 8,500.00	\$ 7,644.00	\$ 25,500.00
Hawkins, Inc	Ammonium Sulfate	\$ 25,600.00	\$ (25,000.00)	\$ 600.00	\$ 7,000.00	\$ 6,400.00	\$ 32,000.00
Polydyne, Inc	Anionic Polymner	\$ 8,190.00	\$ (8,190.00)	\$ -	\$ 3,276.00	\$ 3,276.00	\$ 11,466.00
Water Plant		\$ 532,878.00	\$ (508,490.00)	\$ 24,388.00	\$ 114,526.00	\$ 112,898.00	\$ 548,016.00
Allied Universal	Liquid Sodium Hypochlorite	\$ 202,360.00	\$ (190,000.00)	\$ 12,360.00	\$ 75,000.00	\$ 62,640.00	\$ 265,000.00
Cedarchem, LLC	Polyaluminum Chloride Blend	\$ 53,325.00	\$ (50,000.00)	\$ 3,325.00	\$ 54,000.00	\$ 50,675.00	\$ 104,000.00
Environmental Opr Sol	Recycled Methanol	\$ 128,800.00	\$ (100,000.00)	\$ 28,800.00	\$ 45,000.00	\$ 16,200.00	\$ 145,000.00
Polydyne, Inc	Emulson Polymer	\$ 34,155.00	\$ (34,155.00)	\$ -	no change	no change	no change
Premier Magnesia, LLC	Magnesium Hydroxide	\$ 149,400.00	\$ (100,000.00)	\$ 49,400.00	\$ 65,000.00	\$ 15,600.00	\$ 165,000.00
Thatcher Chemicals	Liquid Sodium Bisulfite	\$ 31,082.00	\$ (10,000.00)	\$ 21,082.00	no change	no change	no change
Thatcher Chemicals	Methanol	\$ 165,600.00	\$ (50,000.00)	\$ 115,600.00	no change	no change	no change
Reclaimed Water Plant		\$ 764,722.00	\$ (534,155.00)	\$ 230,567.00	\$ 239,000.00	\$ 145,115.00	\$ 679,000.00
Total		\$ 1,297,600.00	\$ (1,042,645.00)	\$ 254,955.00	\$ 353,526.00	\$ 258,013.00	\$ 1,227,016.00

CONTRACT TRACKING FILE
FY2016

VENDOR INFORMATION:

Vendor:

CedarChem LLC

COPO Bid

24

0400 -
B15- Polyaluminum
Chloride Blend

Vendor No:

258517

Contract Dates:

10/1/2014-12/31/16

Contract No:

CA5019

Renewal No 1:

1/1/2016 - 12/31/17

Vendor Packet:

8/26/2013

Cent of Ins:

3/13/2017

Acct #

401/0400/535/5219

Bond:

n/a

<u>Approval Dates:</u>			
Original:	Sept. 22, 2015	Amount:	\$ 53,325.00
CC CO#1 Pending	8/16/16		\$ 50,675.00
			\$ -
			\$ -
Total:			\$ 104,000.00

Approx. 270,000 lbs @ .1975 per lbs Polyaluminum Chloride Blend

PURCHASE ORDER TRACKING:			\$ 104,000.00
10/7/2015	135367	70516	\$ (50,000.00)
			\$ -
			\$ -
			\$ -
Total:			\$ 54,000.00



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this 22 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 **CEDARCHEM, LLC**, a Georgia limited liability corporation whose principal address is 105 Plantation Avenue, P.O. Box 271, Cedartown, Georgia 30125 ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. Provision of Services

- (a) The Contractor hereby agrees to provide Polyaluminum Chloride Blend to the City of Port Orange pursuant to BID No. 15-24 and the specifications attached hereto as Exhibit "1".
- (b) The time, manner and place for performance of such services shall be:

Term: Notwithstanding the date of execution by the City and Contractor, the initial term of this Contract shall be effective commencing on October 1, 2015 and shall continue until December 31, 2016.

Renewals: This Contract may be renewed for an additional one-year period, commencing on January 1, 2017 and shall continue until December 31, 2017, upon written agreement of the Parties.

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 Order(s) issued and executed by the City. 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 subject to a limit up to but not to exceed Fifty-Three Thousand Three Hundred Twenty-Five and 00/100 Dollars (\$53,325.00) annually for the term of the 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.

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 — Builders 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:	Cedarchem, LLC Attention: Christa Zuker, Bid & Pricing Coordinator 105 Plantation Avenue Cedartown, Georgia 30125 (770) 748-3863 – business (770) 748-3887 – facsimile christa.zuker@cedarchem.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.

Witnesses:

Tiffany Rayton
Printed Name: Tiffany Rayton

Candice R. Wright
Printed Name: Candice Wright

STATE OF GEORGIA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 17th day of September, 2015, by Timothy S. Wright, as President of Cedarchem, LLC, a Georgia limited liability corporation, and who:

(Notary: Please select one)

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

CEDARCHEM, LLC

By: Timothy S. Wright
Timothy S. Wright, President

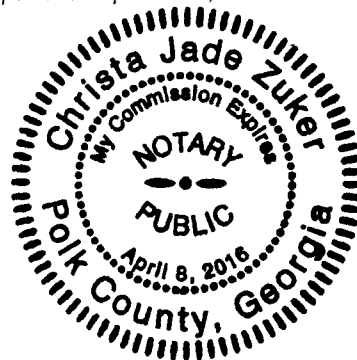
If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Date: September 17th, 2015

Christa Jade Zuker

Notary Public, State of Georgia

Printed, typed or stamped name, commission and expiration:



Witnesses:

CITY OF PORT ORANGE

Frances Gosnell
Printed Name: Frances Gosnell

By: [Signature]
Allen Green, Mayor

[Signature]
Printed Name: Barbara J. Abbate

Date: Sept. 22, 2015

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 22nd day of Sept., 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
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Frances Gosnell
Printed Name: Frances Gosnell

By: [Signature]
Robin L. Fenwick, CMC, City Clerk

[Signature]
Printed Name: Barbara J. Abbate

Date: Sept. 22, 2015

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 22nd day of Sept., 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
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

[CA 5019]

SPECIFICATIONS FOR POLYALUMINUM CHLORIDE BLEND

Estimated Usage: Fiscal Year 2015-2016

270,000 pounds

Estimated quantities are for bidding purposes only and do not guarantee the quantities that will be purchases as a result of this bid.

Alpha 2005 shall be used as a coagulant for the removal of phosphorus and copper at the Port Orange Reclaimed Water Treatment Plant (RWP)

Specifications:

The supplier shall deliver to the two (2) 9,300 gallon tanks at the RWP. Approximate delivery requirement: 4,500 gallons load. Delivery shall be accepted when and as needed and shall be made within 48 hours of notification of need.

The supplier shall be responsible for unloading on site to a provided two (2) inch PVC male Cam Lock quick coupling connection

The Alpha 2005 product has been given as the "benchmark" of the products that have been tested and used for the effective removal of phosphorus. Bids shall be accepted only for those pre-qualified products, which have demonstrated to the satisfaction of the City that the product's ability to remove phosphorus in the waste water treatment process outperforms the benchmark. All products shall be tested and qualified at the location of intended use. The product bid shall be the same as the product tested. The product bid must not adversely affect wastewater pH. All product testing must be completed prior to the date of the bid opening.

Benchmark chemical properties are as follows:

- Appearance; Clear, colored liquid
- Density; 10.7 lb. per gallon
- Freeze point; - 4° F

Bids will be accepted only for those products that produce the desired results of reducing phosphorous levels below one (1) mg/L in the Port Orange Reclaimed Water Treatment Plant effluent.

Additional Bidding Documents & Requirements:

- Certificate of compliance
- Certificate of analysis describing the composition of the product showing the maximum levels and typical levels of components

Proposal Evaluation:

The City shall consider the Supplier's quality, safety record, reliability, and previous performance in the industry in determining the lowest and best bidder for this product.

Delivery Location:

Delivery shall be accepted when and as needed and shall be made within 48 hours of notification of need. Delivery is to be made between the hours of 7:30 A.M. and 3:30 P.M. Monday through Friday to:

**Reclaimed Water Treatment Plant
817 Oak Street
Port Orange, Florida 32127**

A copy of the certificate of compliance and certified chemical analysis as to the composition of the product must be made available for review and inspection **before** acceptance of the delivery.

Bid price shall be firm for contract duration and shall be F.O.B. to above address.

Invoices:

The Contractor shall submit itemized invoices, including a Bill of Lading listing the delivery site, date of delivery, beginning and ending tank volume and total gallons delivered for each location.

The Contractor shall submit all invoices to Port Orange Finance Department by mail or e-mail at apbilling@port-orange.org.

Terms of Contract:

Awarded successful bidder will be required to enter into a Standard Contract for Supplies for a period of fifteen (15) months, starting October 1, 2015 and ending December 31, 2016, with an option for renewal of an additional one (1) year extension, if mutually agreeable with both parties.

IN THE EVENT THE SUPPLIER IS UNABLE TO MEET BID SPECIFICATIONS AND/OR QUANTITIES THE VENDOR WILL BE CONSIDERED IN DEFAULT AND THE CITY RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE AS OUTLINED IN GENERAL REQUIREMENTS #21.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/16/2016

Consent item: Yes

SUBJECT: First Addendum to Broker Service Agreement

DEPARTMENT: Community Development

GOAL:

OBJECTIVE:

RECOMMENDED MOTION: Move to approve First Addendum to Broker Service Agreement and authorize the Mayor and City Clerk to execute the same.

SUMMARY: Addendum required to allow City Council to identify additional properties for sale under the existing agreement.

Project Funding Account
No.: No.:

ATTACHMENTS:

1.	Amendment No	SVN Alliance Commercial Real Estate Advisors Amendment No
	1	1.pdf

Matthew Jones
Wayne Clark
Margaret Roberts
M. Jake Johansson
Robin Fenwick

Created/Initiated - 08/08/2016
Approved - 08/08/2016
Approved - 08/12/2016
Approved - 08/12/2016
Final Approval - 08/12/2016

AMENDMENT NO. 1

THIS AMENDMENT NO. 1 ("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 **ALLIANCE REAL ESTATE ADVISORS, LLC d/b/a SVN ALLIANCE COMMERCIAL REAL ESTATE ADVISORS** ("Contractor"), a Florida limited liability corporation whose principal address is 1275 West Granada Boulevard, Suite 5B, Ormond Beach, Florida 32174 (collectively "the Parties").

WHEREAS, on the 10th day of November, 2015, Transact Realty Commercial Services, Inc. entered into a Contract for real estate broker/firm services to sell various city properties with the City, pursuant to Request for Proposal No. 15-31 (the "Contract"); and

WHEREAS, the Contract provides for an initial term commencing on November 10, 2015 and continuing until September 30, 2016, and may be renewed for three (3) additional one (1) year terms; and

WHEREAS, on the 19th day of July, 2016, the City, Transact Realty Commercial Services, and the Contractor mutually agreed to have the Contract assigned from Transact Realty Commercial Services to the Contractor; and

WHEREAS, the Parties desire to amend the scope of services to include real estate broker/firm services to sell various city properties, identified by City Council from time-to-time in accordance with Resolution 16-13; 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. *Provision of Services.* The provision of services is hereby amended as follows:
 - a. The Contractor hereby agrees to provide the City of Port Orange real estate broker/firm services to sell various city properties, as identified by City Council from time-to-time in accordance with Resolution 16-13. The Parties have agreed that a contract for purchase and sale executed by the City on or before February 5, 2016 for the property located at 3875 Yorktowne Boulevard, Lot 8 of Port Orange Gateway Center Replat per Map Book 50 , Pages 24-27 of the Public Records of Volusia County, Florida, with the Purchaser as follows: Harry Patel, Sage Development Group or their successors and assigns; shall not require the services of the Contractor and the City shall not and the Purchaser shall not be obligated to compensate the Contractor under the terms of this Contract.
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:

ALLIANCE REAL ESTATE ADVISORS, LLC
d/b/a SVN ALLIANCE COMMERCIAL REAL ESTATE ADVISORS

Printed Name: _____

By: _____

Carl Lentz, IV, 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 VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Carl Lentz, IV, as Managing Member of Alliance Real Estate Advisors, LLC d/b/a SVN Alliance Commercial Real Estate Advisors, a Florida 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 _____, 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 COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/16/2016

Consent item: Yes

SUBJECT: Change Order No. 1 With Ameritech Homes, Inc.

DEPARTMENT: Community Development

GOAL: 2 - Quality of Life

OBJECTIVE: n/a

RECOMMENDED MOTION: Move to approve Change Order No. 1 with Ameritech Homes, Inc., and authorize the Mayor and City Clerk to execute all necessary contract documents.

SUMMARY: Under the City's Purchasing Code the City Manager approved a contract with Ameritech Homes, Inc., for demolition of an unsafe structure (mobile home) along with mowing and cleanup of all trash and debris located at 5204 Sydney Street on June 16, 2016.

The contract was for a duration of fourteen calendar days and expired on July 1, 2016, without the completion of the work described within. The unsafe structure and all trash and debris were removed during the contract time frame. The contract also required the site to be seeded and mulched and the property completely mowed. Staff inspections of the site in early July confirmed all work has now been completed.

The vendor has not been paid due to the work not being completed during the contracted time. This request to extend the contract for Ameritech Homes, Inc., will to enable the City to move forward with payment for services rendered.

Project No.: Funding Account No.: 001-1902-515-34.14

ATTACHMENTS:

1.	Change Order No 1	Ameritech Homes Inc Change Order No 1.pdf
2.	Ameritech Homes Contract	Ameritech Homes CA5438 7.1.16.pdf

Debbie Faircloth
Wayne Clark
Tracey Riehm
Margaret Roberts
M. Jake Johansson
Robin Fenwick

Created/Initiated - 07/29/2016
Approved - 07/29/2016
Approved - 08/08/2016
Approved - 08/12/2016
Approved - 08/12/2016
Final Approval - 08/12/2016

CHANGE ORDER NO. 1
To Standard Contract for Services dated June 16, 2016
AMERITECH HOMES, INC., Contractor

Project: 5204 Sydney Street

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE: Original Contract Price: \$5,475.00	CHANGE IN CONTRACT TIMES: Original Contract Times Final Completion 14 days
Net changes from previous Change Order: \$0.00	Changes in contract time from previous Change Orders: 0 days
Contract Price prior to this Change Order: \$5,475.00	Contract Completion Date prior to this Change Order: Final Completion: July 1, 2016 date
Net Increase (decrease) of this Change Order No. 1: \$0.00	Changes in contract time requested this Change Order No. 1: (Requires Council Approval) 85 days
Contract Price with all approved Change Orders: \$5,475.00	Contract Times with all approved Change Orders: Final Completion: September 10, 2016 date

CHANGES ORDERED:

- I. GENERAL: This Change Order is necessary to cover changes in the work to be performed under the Standard Contract for Services entered into by and between the parties on June 16, 2016.
- II. REQUIRED CHANGES: To provide for an extension of time to complete project. 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 Standard Contract for Services subject to a limit up to but not to exceed \$5,475.00. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.

Acknowledgments:

The 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:
DEBBIE FAIRCLOTH
Department Project Manager

ACCEPTED BY:
AMERITECH HOMES, INC.
Contractor

By: _____
Debbie Faircloth
Code Compliance Inspector

By: _____
Huedon Bickerstaff
Director

Date Signed: _____

Date Signed: _____

RECOMMENDED BY:
N/A
City's Representative

RECOMMENDED BY:
N/A
Engineer of Record

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

Date Signed: _____

Date Signed: _____

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By: _____
Wayne Clark
Community Development Director

Date Signed: _____

City Manager

By: _____ **N/A**

Date Signed: _____ **N/A**

If Council approval is required:

Affirmed:

By: _____
Allen Green
Mayor

Robin L. Fenwick, CMC, City Clerk

Date Signed: _____

Date Signed: _____



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this 16 day of June, 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 **AMERITECH HOMES, INC.**, a Florida corporation, whose principal address is 265 South State Road 415, New Smyrna Beach, Florida 32168 ("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 demolition, an asbestos survey, mowing and pruning of back overgrowth, removal of dead tree trunk, and removal of trash and debris from the entire property located at 5204 Sydney Street, as further described in Ameritech Homes, Inc. Estimate 1091 dated May 17, 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 this Contract is signed by the Parties and the work shall be completed within fourteen (14) calendar days of the written Purchase Order (the "Term").

Manner and Place: As outlined in Exhibit "1", 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(s), signed by an authorized agent of the City of Port Orange. Contractor shall cause goods to be delivered to the City in the most expedient, cost effective manner.

Time and Essence: Contractor acknowledges that time is of the essence for the performance of 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 a written Notice to Proceed issued and executed by the City. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the price set forth in Exhibit "1", subject to a limit up to but not to exceed Five Thousand, Four Hundred Seventy-Five and 00/100 Dollars (\$5,475.00) for the term of the 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.

3. Contract Administration. The Community Development Director, Wayne Clark, shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

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

5. Termination for Convenience of the City

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

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

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

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

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

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

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

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

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

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 19 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.

8. Examination of Records

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

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

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

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

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

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

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.

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

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.10, 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

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> 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	

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.** This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work.

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: Wayne Clark, Community Development Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5610

Contractor: Ameritech Homes, Inc.
Attention: Huedon Bickerstaff, Director
265 South State Road 415
New Smyrna Beach, Florida 32168
(386) 427-7899 – Telephone
billing@ameritechhomes.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:

Donna L Bickerstaff
Printed Name: Donna L Bickerstaff

Tyler Braniff
Printed Name: Tyler Braniff

AMERITECH HOMES, INC.

By: Huedon Bickerstaff
Huedon Bickerstaff, Director

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: 6/9/16

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 9th day of June, 2016, by Huedon Bickerstaff, as Director of Ameritech Homes, Inc., a Florida corporation, and who:

[Notary: Please select one]

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



BRIANNA N. MILLWATER
Notary Public, State of Florida
My Comm. Expires Jan. 10, 2020
Commission No. FF 949221

Brianna N Millwater
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

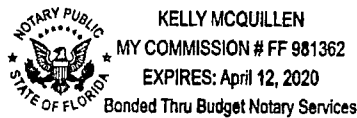
By: M. H. Johansson
M. H. Johansson, City Manager

Kelly McQuillen
Printed Name: Kelly McQuillen

Date: June 16, 2016

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 16 day of June, 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.



Kelly McQuillen
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

Kelly McQuillen
Printed Name: Kelly McQuillen

Date: June 16, 2016

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 16 day of June, 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.



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

[CA 5438]



Ameritech Homes, Inc.
265 S STATE ROAD 415
NEW SMYRNA BEACH, FL 32168 US
386-427-7899
billing@ameritechhomes.com
www.ameritechhomes.com

Estimate 1091

ADDRESS

City of Port Orange.
1000 City Center Circle
Port Orange, FL 32127

DATE
05/17/2016



JOB ADDRESS

5204 Sydney Street

ACTIVITY	QTY	RATE	AMOUNT
Demolish complete structure and attachments to grade. Remove trash and debris from entire property. Leave concrete driveway. Seed/hay lot after demo is complete.	1	4,500.00	4,500.00
Asbestos Survey as required by municipality.	1	575.00	575.00
Mow and prune back overgrowth and remove dead tree trunk.	1	400.00	400.00
Ameritech Homes will not be responsible for existing concrete that may sustain damage during demolition or abandonment of septic if there is an existing system.			

We look forward to your business.

TOTAL \$5,475.00

THANK YOU.

Accepted By

Accepted Date

EXHIBIT "1"



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/16/2016

Consent item: Yes

SUBJECT: Task Authorization No 3 to ATS Land Surveying, LLC for the Centerline Elevation Survey of Storm Water Drainage Swales

DEPARTMENT: Public Works

GOAL:

OBJECTIVE:

RECOMMENDED MOTION: Move to approve Task Authorization No. 3 to ATS Land Surveying, LLC for the Centerline Elevation Survey of Storm Water Drainage Swales, and authorize the Mayor and City Clerk to execute all required documents.

SUMMARY: Task Authorization No 3 ATS Land Surveying, LLC is requested for the centerline elevation survey of storm water drainage swales in the city. The capacity of most of the swales in the city have been significantly reduced from decades of accumulated sedimentation.

The topographic elevation data from the survey will be used in conjunction with the recently acquired Gradall equipment to remove the sediments and re-grade approximately 192 miles of swales in the city. The removal of the sediments should significantly increase the capacity and conveyance of storm water through the swales thereby abating the potential for flooding.

The total approved budget amount for this project is \$384,000.

Project No.: DIP067 Funding Account No.: 41218005416397

ATTACHMENTS:

1.	ATS Contract	ATS-Contract.pdf
2.	ATS Task Authorization No. 3	City of port Orange Task Authorization No 3 Rev..pdf
3.	ATS Scope of Work TA No.3	ATS-Centerline+Ditch+Survey.pdf

Alyssa Walker
Luis Leal
Branford Adumuah
Margaret Roberts

Created/Initiated - 07/19/2016
Approved - 07/19/2016
Approved - 07/19/2016
Approved - 07/28/2016

Diana Fye
Tracey Riehm
M. Jake Johansson
Robin Fenwick

Approved - 07/28/2016
Approved - 08/04/2016
Approved - 08/05/2016
Final Approval - 08/08/2016



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this 6th day of February, 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 ATS LAND SURVEYING, LLC, a Florida corporation whose principal address is 1362 North U.S. Highway 1, Suite 304, Ormond Beach, FL 32174 ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. Provision of Services

- (a) The Contractor hereby agrees to provide professional surveying services to the City of Port Orange as outlined in Request for Statements of Qualifications No. 14-02 Continuing Surveying Services. A copy of this document is available in the Office of the City Clerk, City Hall, 1000 City Center, Port Orange, Florida 32129.

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

Term: The initial term of this Contract shall commence on February 3, 2015 and shall continue until February 2, 2016 (the "Initial Term").

Annual Renewals: This Contract may be renewed for one (1) additional period as follows:

Renewal No. 1: February 3, 2016 through February 2, 2017

The term of this Contract shall be automatically extended at the end of the Initial Term for one additional year unless either party notifies the other, in writing, at least ninety (90) days prior to the end of the yearly period then in effect that the Contract shall not be extended. Annual renewal shall be subject to review and approval by the City Manager.

Manner and Place: As outlined in Request for Statements of Qualifications No. 14-02 Continuing Surveying Services.

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

2. Contractor Obligations Contractor agrees that all pricing shall remain valid for the duration of this Contract and any subsequent renewals. Contractor shall not deliver services without a written purchase order or task authorization, signed by an authorized agent of the City of Port Orange.

1. 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 Order(s) or Task Authorization(s) issued and executed by the City. A sample Task Authorization is attached hereto as Exhibit "1."

The City makes no covenant or promise as to the number of available projects, nor that the 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.

3. **City Obligations** In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in the ATS Land Surveying, LLC 2015 Schedule of Hourly Rates and Supplemental Charges attached hereto as Exhibit "2," pursuant to periodic Quotes and Purchase Order(s) in an amount subject to a limit up to but not to exceed Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) and Task Authorization(s) for amounts that exceed Twenty-Five Thousand and 00/100 Dollars 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.

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	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 — 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	

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. **Contract Administration** The Department Head requesting service shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

16. **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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **Additional Provisions** This Contract includes all additional provisions as may have been outlined in Request for Statements of Qualifications No. 14-02 Continuing Surveying Services 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.

22. **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.

23. **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:	ATS Land Surveying, LLC Attention: Rob Duranczyk 1362 North US Highway 1 Suite 304 Ormond Beach, Florida 32174

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.

24. Contract Construction

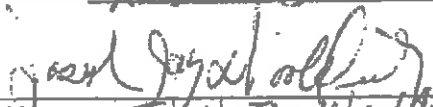
This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature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

25. 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: ROBERT BRUNELL


Printed Name: Joseph Jay Woodbridge

ATS LAND SURVEYING, LLC

By: 
Robert Duranczyk, 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: January 28, 2015

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 28th day of January, 2015, by Robert Duranczyk, as President of ATS Land Surveying, LLC a Florida corporation and who:

(Many: Please select one)

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

 1/28/2015
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: Allen Green
Allen Green, Mayor

Karen Mead
Printed Name: Karen Mead

Date: 2/6/15

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 2nd day of Feb, 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.



KAREN MEAD
MY COMMISSION # FF 103780
EXPIRES: December 16, 2018
Bonded Third Budget Notary Services

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

Witnesses:

ATTEST:

Karen Mead
Printed Name: Karen Mead

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

Barbara J. Abente
Printed Name: Barbara J. Abente

Date: 2/6/15

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 6 day of Feb, 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.



KAREN MEAD
MY COMMISSION # FF 103780
EXPIRES: December 16, 2018
Bonded Third Budget Notary Services

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

[CA 3379]

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

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 _____, a _____ corporation with its principal place of business at _____ ("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 _____ 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: _____

Printed Name: _____ By: _____
Printed Name: _____ Printed 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 ____)

ATS Land Surveying, LLC

2015 Schedule of Hourly Rates and Supplemental Charges

Employee Classification	(Hourly Rate)
Principal.....	\$155.00
Project Manager	\$125.00
Professional Surveyor	\$110.00
Senior Survey CAD Technician.....	\$78.00
Survey CAD Technician	\$68.00
Field Survey Party (One-Person Crew).....	\$88.00
Field Survey Party (Two- Person Crew)	\$108.00
Field Survey Party (Three-Person Crew)	\$138.00
Administrative Assistant.....	\$35.00
Expert Witness (Excludes Reimbursable Expenses).....	\$180.00
Sedan Mileage (Non Survey Vehicle).....	per current IRS allowance
Survey Vehicle Mileage.....	\$0.74 (per mile)
Black and White copies (8.5x11 and 11x17)	\$0.10 each
Color copies (8.5x11 and 11x17)	\$0.20 each
Additional Copies of Signed/Sealed Surveys (Bond).....	\$3.65 per sheet
Additional Copies of Signed/Sealed Surveys (Mylar)	\$18.00 per sheet
Postage (USPS, UPS and FedEx).....	at Cost
Tolls and Parking.....	at Cost
Materials (hubs, lath, concrete monuments, iron monuments, etc.).....	at Cost

*Rates are Valid for the contract years 2015 – 2018 (3 years)
and can be extended by written agreement thereafter.*

TASK AUTHORIZATION NO. 3
Standard Contract for Services dated February 6, 2015
Between the City of Port Orange, Florida and ATS Land Surveying, 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 **ATS LAND SURVEYING** a Florida corporation with its principal place of business at 1362 North US Highway 1, Suite 304, Ormond Beach, FL 32174("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Standard Contract for Services dated February 6, 2015, 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 Centerline Ditch and Pipe Elevation Surveying, per Quote #002091R dated July 1, 2016, 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 200 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 "B" attached hereto and made a part hereof for all purposes, subject to a limit up to but not to exceed \$384,000. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
5. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.
6. All Task Assignments issued under this Contract shall terminate at the expiration of the term of the Task Assignment, unless amended in writing by the parties, or the term of the Contract, except if a Task Assignment issued before the expiration of this Contract cannot be completed until after the expiration of this Contract, then this Contract shall expire on the Completion Date of said Task Assignment, including any Amendments thereto, and after all Work or Services under the Task Assignment have been approved and accepted by the City's Project Manager and said Task Assignment shall remain in full force and effect until completion of all Work or Services performed under this Contract and/or Task Assignment.
7. No new or additional Task Assignments shall be issued after the original Original Expiration Date of this Basic Contract. The extension of this Contract to coincide with the completion of an existing Task Assignment issued prior to the original expiration date of this Contract shall not be construed as or constitute authorization by the City or the Consultant to enter into a new or additional Task Assignment after the original expiration date of this Contract, unless this Contract is renewed prior to entering into a Contract for a new or additional Task Assignment.

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

Witnesses:

ATS LAND SURVEYING, LLC

Laura J. Andrews
Printed Name: LAURA J ANDREWS

By: Jay Wooldridge
Printed Name: Jay Wooldridge, PSM
Title: Vice President

Lynn Tyler
Printed Name: Lynn Tyler

Date: July 19, 2016

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 ____]

July 1, 2016

ATS#002091R

Luis M. Leal, P.E. – Engineering Manager
City of Port Orange
407 Virginia Avenue
Port Orange, FL 32127
386.506.5575
lleal@portorange.org

**RE: Port Orange Ditches
Centerline Ditch and Pipe Elevation Survey**

Dear Mr. Leal:

ATS Land Surveying, LLC is very pleased to provide this revised quotation for services for the above referenced project.

Please refer to Attachment "A" for the SCOPE OF SERVICES and Attachment "B" for COMPENSATION to be provided.

We look forward to working with you and appreciate this opportunity to serve your needs. If you have any questions regarding this proposal of services, please feel free to call.

Sincerely,

ATS Land Surveying, LLC



Rob Duranczyk, PSM
President

Enclosure(s):

July 1, 2016

PROFESSIONAL SERVICES PROPOSAL

ATS#002091R

ATTACHMENT "A"
SCOPE OF SERVICES

I. Scope of Service

The standard services provided by ATS Land Surveying, LLC are as follows:

1. Prepare a ditch centerline elevation and pipe elevation survey for approximately one hundred ninety-two miles of roadway in Port Orange, Florida. Ditch centerline elevations will be at approximately fifty (50) foot intervals. If it is necessary to recover horizontal and vertical control further than one mile from each project area there will be an additional fee to establish site control.
2. Establish horizontal and vertical control at each project area.

II. Assumptions

1. The horizontal datum will be referenced to the underlying platted information for the project area and will be on an assumed coordinate base unless noted otherwise.
2. Vertical control and all elevations will be referenced to the National Geodetic Vertical Datum of 1988 (NGVD 1988). A conversion to NAVD 1929 will be provided.
3. Provide pipe invert elevations and centerline ditch elevations at approximately fifty foot intervals overlaid on a current aerial image from Labins (Land Boundary Information System).
4. No survey data will be collected within any covered or enclosed structure.
5. A minimum of five (5) permanent control points will be placed on the site for future development purposes.
6. Scaled FEMA NFIP flood zone information will be shown upon the survey.
7. The survey will be certified to the party/parties as indicated in III. Deliverables.
8. An additional fee for copies beyond those specified in III. Deliverables will be charged in accordance with ATS Land Surveying, LLC's standard rates.
9. Any work requested that is not explicitly included in the I. Scope of Service or II. Assumptions can be performed at ATS Land Surveying, LLC's standard rates only upon the Client's written approval.

July 1, 2016

PROFESSIONAL SERVICES PROPOSAL

ATS#002091R

10. All survey maps or documents created as part of this scope of service will be maintained in an active file by ATS Land Surveying, LLC for a period of one year. Thereafter, a fee may be charged to recover any archived information.
11. All Survey work will be completed to the Standards of Practice adopted by the State of Florida Department of Agriculture and Consumer Services, pursuant to Chapter 5J-17, Florida Administrative Code.
12. ATS Land Surveying, LLC will begin the services once the signed agreement and retainer are received.

III. Deliverables

1. One (1) signed and sealed specific purpose topographic survey map on 24 inch by 36 inch media will be prepared. Certification will be made to the City of Port Orange.
2. One (1) electronic AutoCAD (.dwg) file and one (1) Adobe (.pdf) file will be prepared.

IV. Schedule

ATS Land Surveying, LLC anticipates to deliver each individual roadway project within one (1) week from the date of completion of field work.

July 1, 2016

PROFESSIONAL SERVICES PROPOSAL

ATS#002091R

ATTACHMENT "B"
COMPENSATION AND METHOD OF COMPENSATION**Fee:**

The Client agrees to compensate the Consultant for the professional services called for under Attachment "A" to this Agreement at the Fee as specified below. Any retainer indicated must be returned with the signed Client Authorization prior to project commencement. The balance of the Fee (less the retainer) must be remitted prior to the release of the specified deliverables.

Professional Services	
Specific Purpose Topographic Survey Preparation	\$384,000.00
Project Retainer (0%)	(\$0.00)
TOTAL LUMP SUM FEE (INCLUDING RETAINER)	\$384,000.00

July 1, 2016

PROFESSIONAL SERVICES PROPOSAL

ATS#002091R

CLIENT AUTHORIZATION

I warrant and represent that I am an authorized representative of the property owner and I am authorized to enter into this contract for professional services and I hereby authorize the performance of the above-mentioned service and agree to pay the charges resulting there from as identified above. I have read, understand, and agree to the ATS Land Surveying, LLC General Conditions (01-2016), including limitation of liability, printed and attached hereto.

Accepted this _____ day of _____, 2016.

Signature

Printed Name & Title

Address

Representing (Name of Firm)



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/16/2016

Consent item: Yes

SUBJECT: Historic Tree Removal, Badcock Home Furniture and More, 4610 S. Clyde Morris Boulevard

DEPARTMENT: Community Development

GOAL: 2 - Quality of Life

OBJECTIVE: N/A

RECOMMENDED MOTION: Move to approve the removal of three historic trees conditioned on collection of a tree bank contribution of \$8,838 pursuant to Resolution No. 02-71.

SUMMARY: The applicant for a proposed Badcock Furniture and More store at 4610 S. Clyde Morris Blvd. has submitted a request to remove three of six historic live oak trees located on the property. The engineer for the project has laid out the site improvements to protect as many of the historic trees as feasible while providing an 18,000 square foot building and 32 parking spaces (2 ADA and 30 standard) to meet code requirements. The proposed site is 1.377 acres and is currently undeveloped.

Pursuant to Chapter 9, Article II, Section 16.5 the City Council may allow a party to mitigate the replacement of a historic tree through any combination of replacement trees, and/or contribution to the city's tree bank provided that the combination equals or exceeds the required percentage of the total cross sectional area of the removed historic tree as established by Resolution 02-71. Based on the health and size of the trees the following mitigation is required per Resolution No. 02-71:

<u>Size</u>	<u>Health</u>	<u>No. of Replacement trees or Tree Bank Contribution</u>	
38"	deteriorated	4	\$1,531
42"	good	13	\$5,611
40"	deteriorated	4	\$1,696
TOTAL		21	OR \$8,838

The Environmental Advisory Board discussed this item at their July 26 meeting and recommended approval conditioned on collection of a tree bank contribution of \$8,838 to mitigate for the loss of the trees.

The Staff Development Review Committee (SDRC) has reviewed this project and all code requirements are being met. A Development Order is ready to be issued for the site plan if this item is approved by City Council.

Project Funding Account
No.: No.:

ATTACHMENTS:

1.	Applicant's Tree Report	Badcock Furniture Historic Tree Report.pdf
----	-------------------------	--

Margaret Momberger
Wayne Clark
M. Jake Johansson
Robin Fenwick

Created/Initiated - 08/05/2016
Approved - 08/05/2016
Approved - 08/05/2016
Final Approval - 08/08/2016

HISTORIC TREE REPORT



**4610 S Clyde Morris Boulevard
Port Orange, FL 32129**

Richard L. Poore, LA533

300 Gatewood Court
Ormond Beach, FL 32174
ThePoores@bellsouth.net

LANDSCAPE ARCHITECT CERTIFICATE

I hereby certify that I am a registered Landscape Architect in the State of Florida, License No. 533, Florida Board of Landscape Architecture. I certify to the best of my knowledge and belief that the statements of fact contained in this report are true and correct, that opinions, evaluation and conclusion are limited only by the reported assumptions and limiting conditions, and that they are my personal, unbiased, professional analysis, opinions and conclusions. I have no personal or prospective interest in the subject of this report and I have no personal or bias with respect to the parties involved.

Project: BADCOCK FURNITURE

Location: 4610 S CLYDE MORRIS BOULEVARD
PORT ORANGE, FL 32129

Client: WDS HOLDING, LLC
1530 MASON AVENUE
DAYTONA, FL 32117-4549



Richard
Poore

Digitally signed by Richard Poore
DN: cn=Richard Poore, o, ou, email=thepoores@bellsouth.net, c=US
Date: 2016.06.15 18:49:46 -04'00'

Richard L. Poore, LA533
300 Gatewood Court
Ormond Beach, FL 32174
(386) 212-8491

TABLE OF CONTENTS

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1	Professional Landscape Architect Certificate
2	Table of Contents
3	Introduction
3	Methodology
3 – 4	Observations and Discussion
5	Conclusion
Appendix A	Site Location Map - Site Location Map - Aerial Location Map
Appendix B	Historic Tree Evaluation - Historic Tree Map - Tree Photographs
Appendix C	Site Plan Layout
Appendix D	Landscape Plan

INTRODUCTION

This Tree Evaluation Report has been prepared to evaluate the existing conditions of six (6) historic oak trees located within the proposed Badcock Furniture and More Development. Three (3) of the six (6) historic trees are proposed to be removed with this project. The site was inspected by Richard Poore, LA #533 on June 13, 2016.

The City classifies any Live Oak (*Quercus Virginiana*) or Bald Cypress (*Taxodium Distichum*) 36 inches diameter at breast height (DBH) or greater or any other tree which is 36 inches DBH or greater and is determined by the city council to be of such unique and intrinsic value to the general public because of its size, age, historic association or ecological value to justify this classification. This term shall also include any tree in the city selected and designated as a Florida State Champion, United States Champion or World Champion by the American Forestry Association.

METHODOLOGY

The inspection method used was the Visual Tree Assessment (VTA) method by Mattheck & Breloer 2010 and A Photographic Guide to the Evaluation of Hazard Trees in Urban Areas” by Matheny and Clark published by the International Society of Arboriculture.

The VTA method involves inspecting the trees from ground level, using binoculars to aid in identification of any external signs of decay, physical damage, growth related structural defects and the site conditions where the tree is growing.

The Photographic Guide to the Evaluation of Hazard Trees in Urban Areas focuses on several important aspects: review of past and present conditions, identification and assessment of structural defects in roots, root crown, and crown; evaluation of likely and significant failure; assessment of the significance of the target; development of the hazard rating.

OBSERVATIONS AND DISCUSSIONS

Tree 1: Live Oak (*Quercus Virginiana*)

- 48” DBH.
- Tree to be saved and protected with a proposed tree conservation easement. During construction tree protection will be provided.
- Tree is in good condition.
- Tree has full canopy and good spread.
- Florida Power and Light power line has resulted in pruning that has resulted in head leaning to the west.
- Tree needs to be trimmed.

Tree 2: Live Oak (Quercus Virginiana)

- 48" DBH.
- Tree to be saved and protected with a proposed tree conservation easement. During construction tree protection will be provided.
- Tree is in good condition.
- Tree has full canopy and good spread.
- Dead wood present in canopy.
- Tree needs to be trimmed.

Tree 3: Live Oak (Quercus Virginiana)

- 38" DBH.
- Tree proposed to be removed.
- Tree is in fair condition.
- Tree leaning to the NE at 30 degree angle.
- Tree has no canopy.

Tree 4: Live Oak (Quercus Virginiana)

- 42" DBH.
- Tree proposed to be removed.
- Tree is in good condition.
- Sparse canopy.
- Dead wood present in canopy.
- Weak leaf color and quantity.

Tree 5: Live Oak (Quercus Virginiana)

- 40" DBH.
- Tree proposed to be removed.
- Tree is in fair condition.
- Low branching with 90 degree angles.
- Lean to the SW 12 degrees.
- Poor acute limb angles.
- Sparse canopy.

Tree 6: Live Oak (Quercus Virginiana)

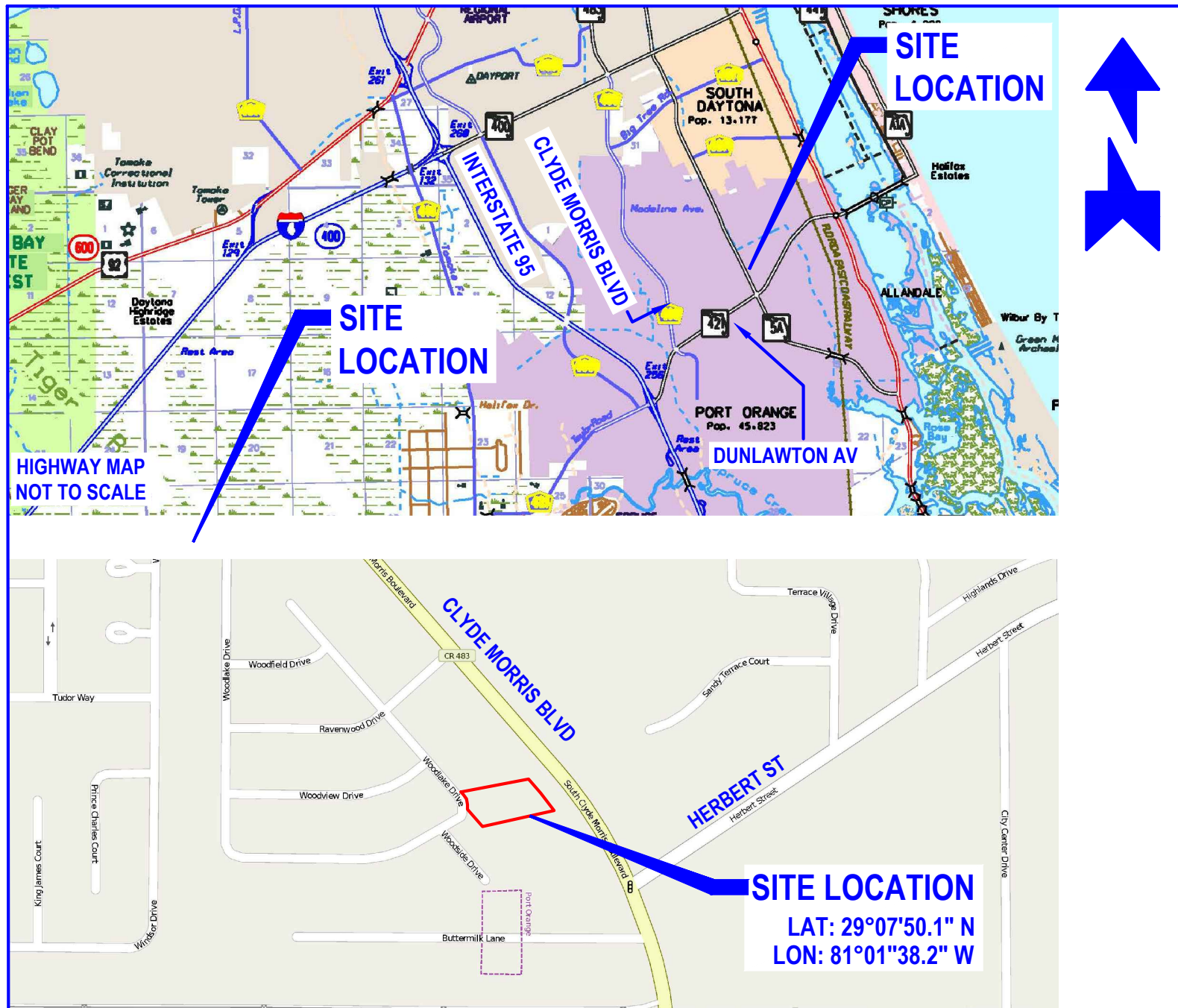
- 54" DBH.
- Tree to be saved and protected with a proposed tree conservation easement. During construction tree protection will be provided.
- Tree is in fair condition.
- No major leader.
- Good canopy and spread.
- A lot of low branching.
- Tree needs to be trimmed.

CONCLUSION

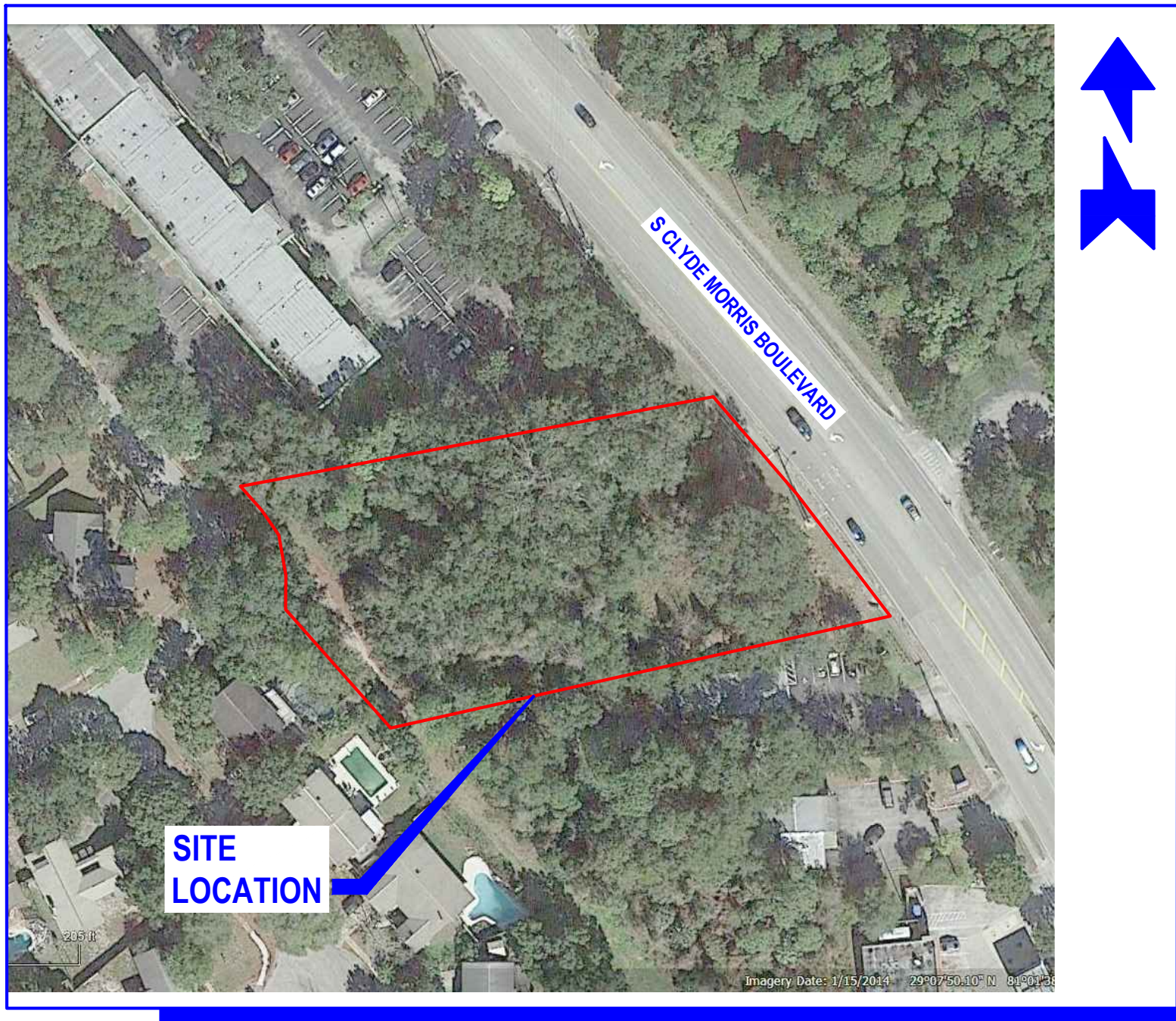
The Badcock Furniture and More development proposes to save three (3) of the six (6) existing historic live oak trees with this development. The site plan was designed specifically to save two (2) live oak trees along S Clyde Morris Boulevard frontage and one (1) live oak tree at the rear of the property. The three (3) live oak trees proposed to be removed are located within the building envelope and cannot be preserved. All three (3) trees proposed to be saved will not present a threat to the property or public. All saved trees will be protected during construction with tree protection and placed in tree conservation easements.

APPENDIX A

“Maps”



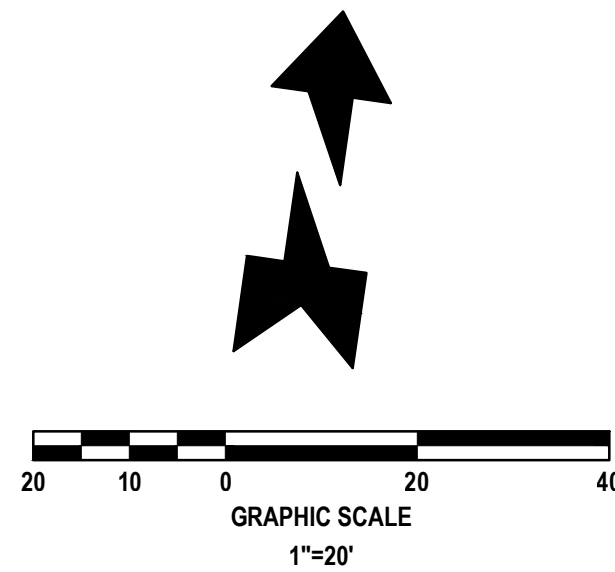
LOCATION MAP



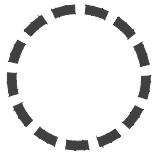
AERIAL MAP

APPENDIX B

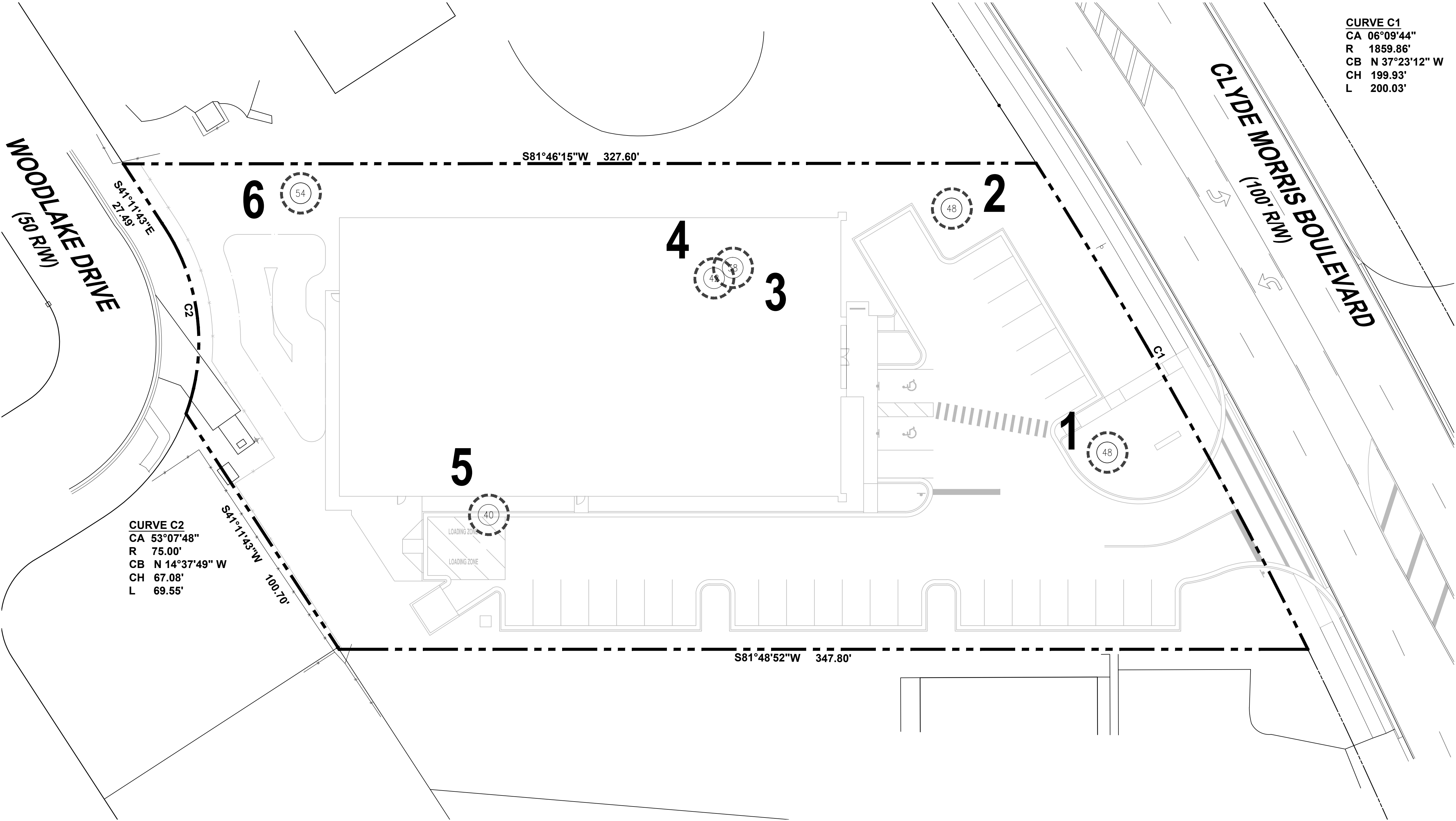
“Historic Tree Evaluation”



TREE LEGEND

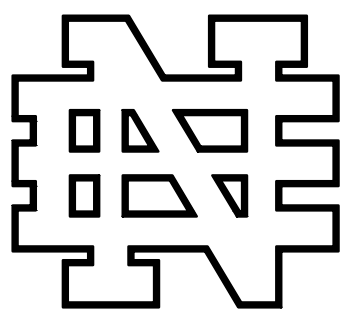
1  HISTORIC OAK TREE

CURVE C1
CA 06°09'44"
R 1859.86'
CB N 37°23'12" W
CH 199.93'
L 200.03'



REVISIONS

DATE	DESCRIPTION
6/15/16	PER CITY AND COUNTY COMMENTS.



**NEWKIRK
ENGINEERING**

1370 North US1, Suite 204
Ormond Beach, Florida 32174
Phone (386) 290-7599
Harry@Newkirk-Engineering.com

Certificate of Authorization
No. 30209
© 2013

Civil Engineering
Land Development
Construction Engineering &
Inspection



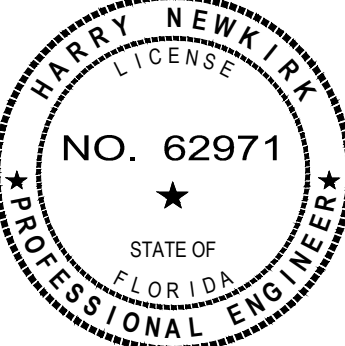
Badcock & more
AS SEEN FROM ABOVE

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HISTORIC TREE
LOCATION MAP

BADCOCK HOME FURNITURE

4610 S CLYDE MORRIS BOULEVARD
PORT ORANGE, FL 32129



HARRY H. NEWKIRK, P.E. # 62971

PROJECT No:	2014-14
DATE:	APRIL 2016
DESIGN BY:	HHN
DRAWN BY:	DAB
CHECKED BY:	HHN
SCALE:	1"=20'

DRAWING NUMBER

1

Tree # 1, 48" Live Oak







Tree # 2, 48" Live Oak







Tree # 3, 38" Live Oak







Tree # 4, 42" Live Oak







Tree # 5, 40" Live Oak







Tree # 6, 54" Live Oak









APPENDIX C

“Site Layout Plan”

VOLUSIA COUNTY RIGHT-OF-WAY USE NOTES:

1. NOTIFY VOLUSIA COUNTY DEVELOPMENT ENGINEERING DIVISION AT 386-736-5926 24 HOURS PRIOR TO THE START OF CONSTRUCTION.
2. VOLUSIA COUNTY TRAFFIC ENGINEERING IS NOT A MEMBER OF SUNSHINE ONE CALL. ALL TRAFFIC SIGNAL LOCATES SHALL BE REQUESTED FROM TRAFFIC ENGINEERING AT 386-736-5968.
3. DRIVING AND/OR STAGING OF CONSTRUCTION VEHICLES IS NOT PERMITTED ON ANY SIDEWALKS IN THE RIGHT-OF-WAY. ANY DAMAGE TO SIDEWALKS WILL BE REPAIRED AND/OR REPLACED IN LIKE KIND BY THE CONTRACTOR.
4. ANY SIDEWALK, LANE OR ROAD CLOSURE (INCLUDING FLAGGING OPERATIONS) REQUIRES REVIEW AND APPROVAL IN ADVANCE AND A SEVEN (7) DAY MINIMUM NOTICE TO VOLUSIA COUNTY TRAFFIC OPERATIONS (386-239-6535).
5. ALL EXISTING SIDEWALKS WITHIN COUNTY RIGHTS OF WAY SHALL REMAIN OPEN OR PROVISION OF A TEMPORARY WALKWAY SHALL BE PROVIDED IN ACCORDANCE WITH THE CURRENT VERSION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD INDEX No. 660 "MID-BLOCK CLOSURE WITH TEMPORARY WALKWAY" UNLESS OTHERWISE APPROVED BY THE COUNTY TRAFFIC ENGINEER. PLEASE NOTE THAT INDEX No. 660 MUST BE SHOWN ON THE USE PERMIT PLANS.

LEGEND

- TYPE 'F' SPILLOUT CURB AND GUTTER
- TYPE 'F' CURB AND GUTTER
- TRANSITION LOCATION FROM TYPE 'F' SPILLOUT CURB TO TYPE 'F' CURB AND GUTTER
- TYPE 'F' CURB CUT
- SITE LIGHTING (4 PLACES)

PAVING LEGEND

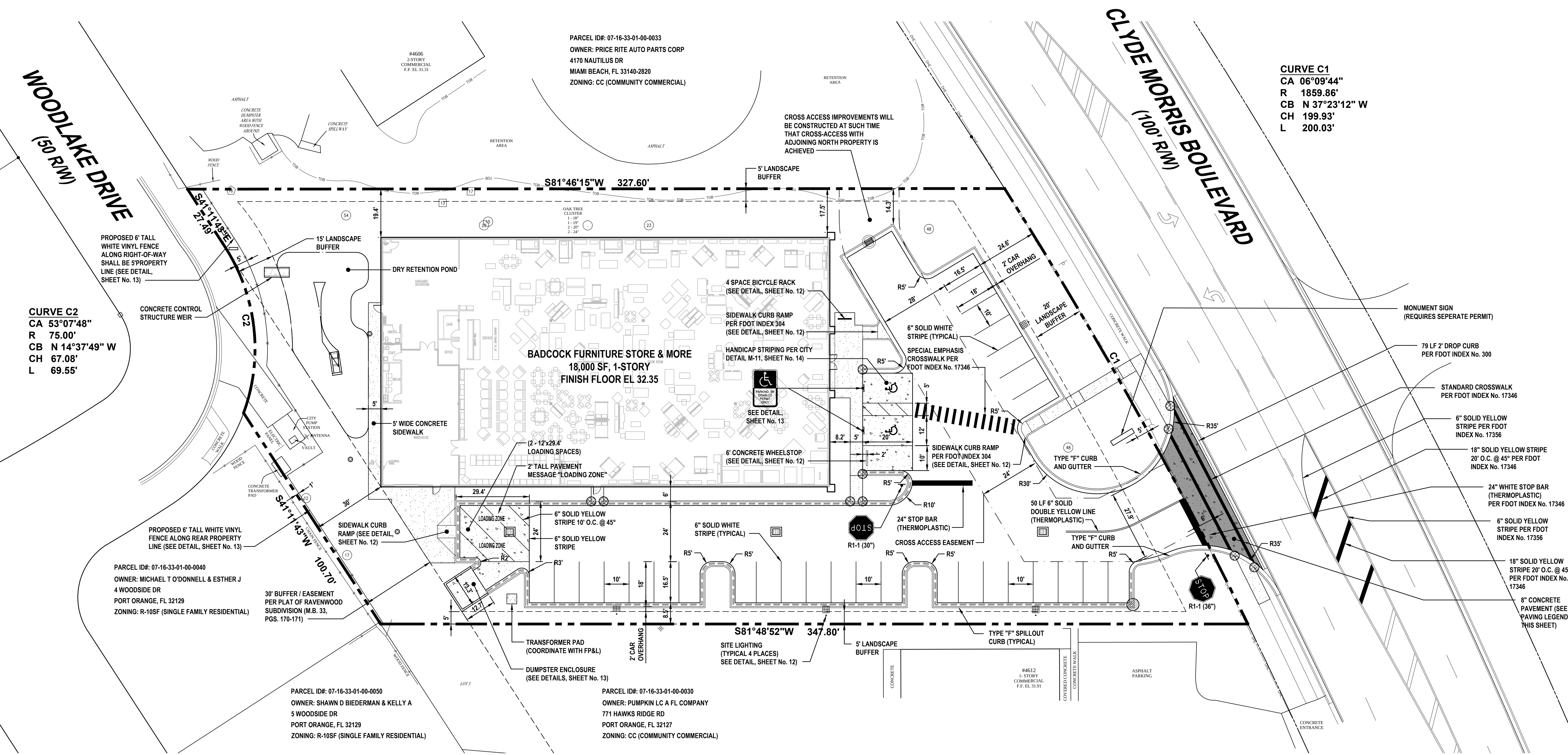
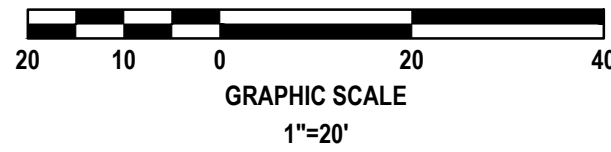
- ASPHALT PAVEMENT: 1.5" SP-9.5 WITH TACK COAT PER FDOT SPECIFICATIONS
6" LIMEROCK BASE (LBR=100) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-180 (4" LIFTS)
12" STABILIZED SUBBASE (BR 40) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-180 (TYPE B STABILIZATION)
*ALTERNATE: LIMEROCK BASE COURSE: 6" CRUSHED CONCRETE (LBR=130) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-180 (4" LIFTS)
*ALTERNATE: 12" STABILIZED SUBBASE: 6" LIMEROCK (LBR=100) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-180 OR 6" CRUSHED CONCRETE (LBR=130) MIN OF 98% MODIFIED PROCTOR MAX DENSITY PER AASHTO T-180.
*ALTERNATE PAVEMENT TO ASPHALT IS CONCRETE PAVEMENT
- CLYDE MORRIS R/W CONCRETE PAVEMENT: 8" CONCRETE (3,000 P.S.I. @ 28 DAYS)
12" STABILIZED SUBGRADE (LBR 40) MIN OF 98% MODIFIED PROCTOR MAX DRY DENSITY PER ASTM D1557, AASHTO T-180 (6" LIFTS)
10'x10' CONTROL JOINTS, 2" SAW CUT DEPTH
SEE CITY DETAIL R-19, SHEET No. 15 AND DETAIL SHEET No. 12.
- STANDARD CONCRETE PAVEMENT: 6" CONCRETE (3,000 P.S.I. @ 28 DAYS)
12" STABILIZED SUBGRADE (LBR 40) MIN OF 98% MODIFIED PROCTOR MAX DRY DENSITY PER ASTM D1557, AASHTO T-180 (6" LIFTS)
10'x10' CONTROL JOINTS, 2" SAW CUT DEPTH
SEE CITY DETAIL R-19, SHEET No. 15 AND DETAIL SHEET No. 12.
- CONCRETE SIDEWALK: 4" THICK CONCRETE (3,000 P.S.I. @ 28 DAYS)
SEE CITY DETAIL M-3, SHEET No. 14 AND SIDEWALK DETAIL SHEET No. 12.

PAVEMENT MARKING NOTES:

1. PAINTED PAVEMENT MARKINGS SHALL BE APPLIED AFTER PAVEMENT SURFACE HAS CURED. SURFACE SHALL BE FREE OF FINE SAND AND DEBRIS PRIOR TO APPLICATIONS.
2. APPLY PAINTED PAVEMENT MARKINGS AT LAST STAGE OF CONSTRUCTION AFTER LANDSCAPE PLANTINGS ARE INSTALLED.
3. PAINT SHALL BE SHERWIN WILLIAMS LOW-VOC ACRYLIC PRO PARK PAINT, APPLY PER MANUFACTURER'S RECOMMENDATIONS. REFER TO DRAWINGS FOR LOCATIONS OF SPECIFIC COLORS.
4. ALL STOP BARS SHALL BE THERMOPLASTIC.
5. ALL REFLECTIVE PAVEMENT MARKERS ARE TO BE PLACED IN ACCORDANCE WITH FDOT STANDARD INDEX No. 17352.
6. ALL SIGNS SHALL BE PLACED IN ACCORDANCE WITH INDEX No. 17301 AND THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS".
7. LOCATION OF SIGNS IS APPROXIMATE ONLY AND IS SUBJECT TO CHANGE AS DIRECTED BY THE ENGINEER.
8. FOR ADDITIONAL DETAILS SEE INDEX No. 11860, 11863, 17302, 17344 AND 17346.
9. ALL TRAFFIC CONTROL SIGNS SHALL BE FABRICATED USING 3M BRAND "SCOTCHLITE" SHEETING (ENGINEER GRADE) ON MINIMUM .08 GA ALUMINUM BLANKS. ALL 36"x48" SIGNS SHALL BE .100 GA MINIMUM AND SHALL BE INSTALLED USING 3"x12" ROUND ALUMINUM POST. ALL STOP SIGNS SHALL BE 36" OCTAGON INSTALLED ON 12.3 LBS/FT "U" CHANNEL POST RAIL STEEL ONLY OR 3"x12" ROUND ALUMINUM POSTS. "U" CHANNEL POSTS MAY BE USED FOR SIGNS SMALLER THAN 36"x36". ALL SPEED LIMIT SIGNS SHALL BE 24"x30".

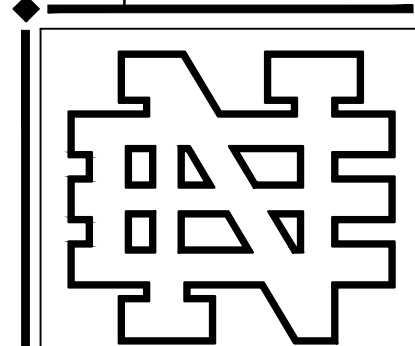
GENERAL NOTES:

1. CITY OF PORT ORANGE BUILDING PERMITS ARE REQUIRED FOR BUILDING, DUMPSTER ENCLOSURE, LIGHT POLES, FENCE AND MONUMENT SIGN. CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING APPROPRIATE INFORMATION (ENGINEERING, SPECIFICATIONS, SHOP DRAWINGS, ETC.).
2. PERMITS ARE REQUIRED FOR: CONCRETE SLAB AT SOUTH SIDE OF BUILDING AND, DUMPSTER ENCLOSURE. CONTACT THE BUILDING DIVISION IF THERE ARE QUESTIONS OR CONCERNS ABOUT PERMIT REQUIREMENTS FOR WORK NOT SPECIFICALLY MENTIONED HEREIN.
3. ALL DIMENSIONS AND TIES ARE TO THE EDGE OF PAVEMENT AND OUTSIDE FACE OF BUILDING.
4. ALL IMPROVEMENTS SHALL BE STAKED FOR CONSTRUCTION BY MEANS OF DIGITAL COORDINATES BY SURVEYOR UTILIZING GEODETIC TOTAL STATION OR GPS. SCALING OF DRAWINGS FOR PURPOSES OF STAKING ARE AT THE SURVEYOR'S RISK.
5. THE CONTRACTOR SHALL COORDINATE WITH THE EXISTING ADJACENT BUSINESSES TO ENSURE THERE IS NO DISRUPTION TO THEIR RESPECTIVE OPERATIONS.
6. THE CONTRACTOR AT ITS OWN DISCRETION SHALL MAINTAIN THE CONSTRUCTION SITE SECURE FROM TRESPASS.
7. SOD ALL DISTURBED AREAS IN RIGHT-OF-WAY WITH BAHIA SOD.
8. ALL CURB RAMPS SHALL COMPLY WITH SECTION 406 OF FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION (FACBC).
9. ALL PAVEMENT EDGE SHALL HAVE TYPE "D" CURBING UNLESS OTHERWISE NOTED ON THESE PLANS.



REVISIONS

DATE	DESCRIPTION
6/15/16	PER CITY AND COUNTY COMMENTS.



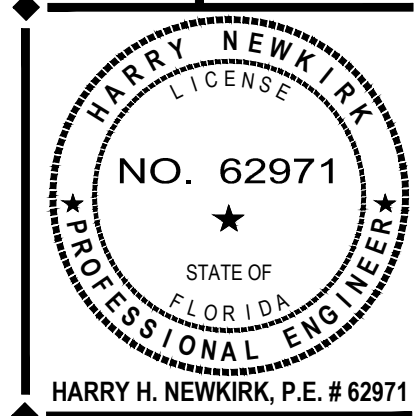
1370 North US1, Suite 204
Ormond Beach, Florida 32174
Phone (386) 290-7599
Harry@Newkirk-Engineering.com

Civil Engineering
Land Development
Construction Engineering & Inspection



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SITE LAYOUT PLAN
BADCOCK HOME FURNITURE
4610 S CLYDE MORRIS BOULEVARD
PORT ORANGE, FL 32129



PROJECT No: 2016-14
DATE: APRIL 2016
DESIGN BY: HHN
DRAWN BY: DAB
CHECKED BY: HHN
SCALE: 1"=20'

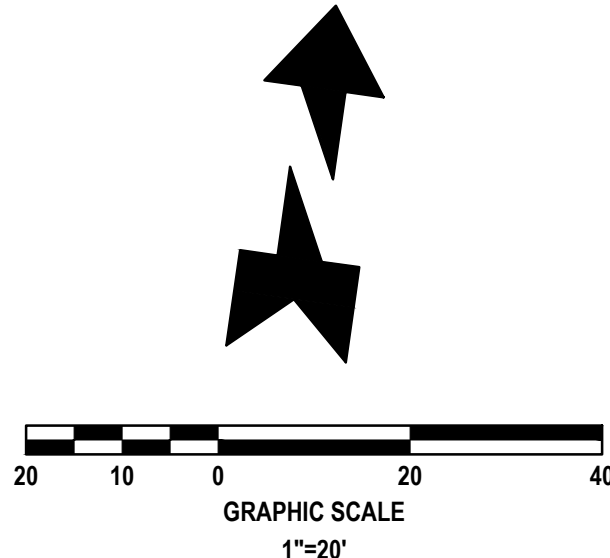
DRAWING NUMBER
6

APPENDIX D

“Landscape Plan”

LEGEND

	ST. AUGUSTINE SOD
	BAHIA SOD
	QUANTITY OF PLANTS
	PLANT CODE (SEE SCHEDULE)



PLANT LIST

CODE	NO.	SCIENTIFIC NAME	COMMON NAME	SIZE REQUIREMENTS
CANOPY TREES				
MGD	10	MAGNOLIA SSP.	MAGNOLIA D.D. BLANCHARD	10' - 12' HGT., 2.5" CAL. @ 6"
QV	15	QUERCUS VIRGINIANA	LIVE OAK	10' - 12' HGT., FULL, 2.5" CAL. @ 6"
TD	5	TAXODIUM DISTICHUM	BALD CYPRESS	10' - 12' HGT., FULL, 2.5" CAL. @ 6"
WR	9	WASHINGTONIA ROBUSTA	WASHINGTONIA PALM	10' - 14, CT.
SUBTOTAL	39			
UNDERSTORY TREES				
IC	7	ILEX CASSINE	DAHOON HOLLY	8' - 10' HGT., FULL, 1.5" CAL. @ 6"
IO	9	ILEX ATTENUATA	EAST PALATKA HOLLY	8' - 10' HGT., FULL, 1.5" CAL. @ 6"
LI	18	LAGERSTROEMIA INDICA	CRAPE MYRTLE (PURPLE) STD.	8' - 10' HGT., FULL, 1.5" CAL. @ 6"
LIG	5	LIGUSTRUM JAPONICA	LIGUSTRUM TREE STD.	8' - 10' HGT., FULL, 1.5" CAL. @ 6"
SUBTOTAL	39			
SHRUBS				
HIB	23	HIUBUSCIS SSP	YELLOW HIBISCUS	3 GAL., 20" HGT., FULL, 36" O.C.
IF	69	ILICLIUM FLORIDANUM	FLORIDA ANISE	3 GAL., 20" HGT., FULL, 36" O.C.
MCR	69	PENNISETUM SETACEUM	PINK FOUNTAIN GRASS	3 GAL., 18" HGT., 36" O.C.
POM	85	PODOCARPUS MACROPHYLLUS	YEW PODOCARPUS	7 GAL., 30" HGT., 30" O.C.
RI	65	RAPHIOLEPIS INDICA	INDIAN HAWTHORNE	3 GAL., 18" HGT., FULL, 36" O.C.
ROSA	32	ROSA SSP.	RED KNOCKOUT ROSE	3 GAL., 18" HGT., FULL, 36" O.C.
SA	116	SCHIEFFLERA ARBORICOLA	GOLD CAPELLA	3 GAL., 24" HGT., 36" O.C.
VO	257	VIBURNUM ODERATISSIMUM	SWEET VIBURNUM	3 GAL., 24" HGT., 30" O.C.
VOW	51	VIBURNUM OBOVATUM	WHORLED CLASS	3 GAL., 24" HGT., 30" O.C.
SUBTOTAL	767			
GROUND COVER (G.C.)				
DT	125	DIANELLA TASMANICA	BLUE BERRY FLAX LILLY	1 GAL., 12" HGT., 18" O.C., FULL
TAS	331	TRACHELOSPERMUM ASIATICUM	DWARF JASMINE	1 GAL., 12" SPR., 24" O.C.
SUBTOTAL	456			
TOTAL	1301			

NOTE:

1. ALL TREES (NEW AND EXISTING) ARE TO HAVE A 3' DIAMETER MULCHED CIRCLE AROUND THE BASE UNLESS IT IS IN A PLANTING BED.

BUFFER CALCULATIONS:

REQUIRED NUMBER OF TREES
59,996 SF LOT AREA / 2,500 SF = 24 TREES REQUIRED
16 EXISTING TREES, 29 PROPOSED TREES,
32 PROPOSED UNDERSTORY TREES AND
9 PROPOSED PALM TREES

LANDSCAPING ADJACENT TO PROPERTY LINES

CLYDE MORRIS BOULEVARD: (EAST PROPERTY LINE)

20' WIDE LANDSCAPE BUFFER REQUIRED
(4) SHADE + (4) UNDERSTORY TREES + 40 SHRUBS PER 100 LF
160 LF / 100 = 1.6 X 4 = 7 7 SHADE TREES + 7 UNDERSTORY TREES + 64 SHRUBS

WEST PROPERTY LINE

10' WIDE LANDSCAPE BUFFER REQUIRED

(3) SHADE + (3) UNDERSTORY TREES + 30 SHRUBS PER 100 LF
198 LF / 100 = 1.98 X 3 = 5.94 6 SHADE TREES + 6 UNDERSTORY TREES + 60 SHRUBS

NORTH PROPERTY LINE:

5' WIDE LANDSCAPE BUFFER REQUIRED

(2) SHADE + (2) UNDERSTORY TREES + 20 SHRUBS PER 100 LF
328 LF / 100 = 3.28 X 2 = 6.56 7 SHADE TREES + 7 UNDERSTORY TREES + 66 SHRUBS

SOUTH PROPERTY LINE:

5' WIDE LANDSCAPE BUFFER REQUIRED

(2) SHADE + (2) UNDERSTORY TREES + 20 SHRUBS PER 100 LF
348 LF / 100 = 3.48 X 2 = 6.96 7 SHADE TREES + 7 UNDERSTORY TREES + 70 SHRUBS

VEHICULAR USE / PARKING LANDSCAPING

10% OF VEHICULAR USE ARE TO BE LANDSCAPED
17,922 SF X 10% = 1,792 SF OF INTERIOR LANDSCAPE REQUIRED
3,533 SF OF INTERIOR LANDSCAPE PROVIDED

FOUNDATION PLANTING

LANDSCAPING ADJACENT TO STRUCTURES

TWO FOUNDATION PLANTERS SHALL BE REQUIRED FOR EVERY THREE FEET AND 1 UNDERSTORY TREE
EVERY 30 FEET OF EXTERIOR BUILDING PERIMETER; EXCLUDING REAR BUILDING AREAS NOT DESIGNED
FOR PUBLIC VIEW OR ACCESS

100' / 30 = 4 UNDERSTORY TREES NEEDED FOR FOUNDATION
100' / 3 = 33.3 X 2 = 67 SHRUBS NEEDED FOR FOUNDATION
3 UNDERSTORY TREES PROVIDED FOR FOUNDATION PLANTING
117 SHRUBS PROVIDED FOR FOUNDATION PLANTING

FOUNDATION PLANTER AREA = 657 SF

INTERIOR LANDSCAPING

	SQ. FT.
INTERIOR LANDSCAPE	4,868
PAVEMENT	17,922
INTERIOR LANDSCAPE TO PAVEMENT RATIO	0.272 (27.2%)

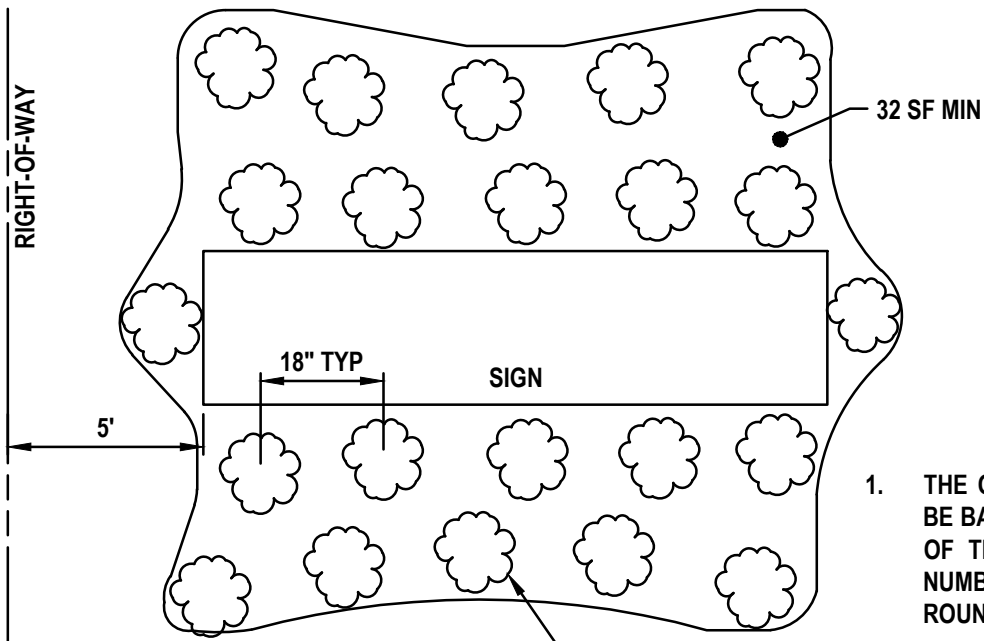
LANDSCAPE NOTES:

- ALL PLANT MATERIAL SHALL CONFORM TO THE STANDARDS FOR FLORIDA #1 OR BETTER AS DESCRIBED IN THE CURRENT "GRADES AND STANDARDS FOR NURSERY PLANTS", STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE, TALLAHASSEE, OR THEIR EQUAL AS DETERMINED BY THE LANDSCAPE ARCHITECT.
- ALL MULCH SHALL BE ALL NATURAL WOOD (NO CYPRESS).
- SOD SPECIFIED AS ST. AUGUSTINE "FLORITAM" SHALL BE 95% WEED-FREE. SOD SPECIFIED AS BAHIA SHALL BE 85% WEED-FREE. ALL SOD SHALL BE INSTALLED WITH TIGHT JOINTS, ROLLED AND FERTILIZED.
- SEED, IF ANY, TO MEET SOUTHERN SEED CERTIFICATION ASSOCIATION.
- ALL DIMENSIONS SHALL BE FIELD-CHECKED BY THE LANDSCAPE CONTRACTOR PRIOR TO CONSTRUCTION, WITH ANY DISCREPANCIES REPORTED IMMEDIATELY TO THE LANDSCAPE ARCHITECT.
- THE PLANT MATERIALS SCHEDULE IS PROVIDED FOR THE CONVENIENCE OF THE LANDSCAPE CONTRACTOR; SHOULD THERE BE ANY DISCREPANCY BETWEEN THE PLAN AND THE PLANT LIST, THE PLAN WILL PREVAIL.
- ALL MATERIALS MUST BE AS SPECIFIED ON THE LANDSCAPE PLAN. IF MATERIALS OR LABOR DO NOT ADHERE TO THE SPECIFICATIONS, THEY WILL BE REJECTED AT NO ADDITIONAL COST TO THE OWNER.
- ALL PLANTING BEDS SHALL BE TREATED WITH 'ROUND-UP' AND 'RONSTAR'. USE AS DIRECTED BY MANUFACTURERS.
- NO SUBSTITUTIONS OR CHANGES OF ANY KIND WILL BE ALLOWED AT THE TIME OF BIDDING SO AS TO PROVIDE FOR FAIR COMPARISON.
- EXISTING IRRIGATION SYSTEM SHALL BE REVAMPED TO PROVIDE 100% COVERAGE.
- THE CONTRACTOR SHALL VERIFY EXISTENCE AND LOCATION OF ALL EXISTING UTILITIES AND UNDERGROUND CONDITIONS PRIOR TO HIS COMMENCEMENT OF THE ANY WORK.
- ALL BUILDING MATERIALS AND LABOR SHALL CONFORM TO THE SOUTHERN BUILDING CODE AND ALSO TO ALL LOCAL CODES THAT HAVE JURISDICTION.
- ALL PERMIT AND VARIANCE APPLICATIONS SHALL BE MADE BY THE CONTRACTOR.
- PRIOR TO CONSTRUCTION OF PLANTING BEDS, ALL AREAS ARE TO HAVE SOIL TESTS CONDUCTED TO DETERMINE pH AND SOIL FERTILITY. IT IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO AMEND THE SOIL TO MEET ADEQUATE FERTILITY AND pH FOR CORRESPONDING PLANT MATERIAL. ALL TEST RESULTS SHALL BE REPORTED TO THE LANDSCAPE ARCHITECT.
- EQUIPMENT SHALL BE OPERATED IN A MANNER AS NOT TO INJURE OR DESTROY ANY TREES SHOWN TO REMAIN. CONTRACTOR SHALL NOT CAUSE OR ALLOW THE CLEANING OF EQUIPMENT OR MATERIAL WITHIN THE DRIP LINE OF ANY TREE OR GROUPS OF TREES TO BE RETAINED OR THOSE PROPOSED. NOR SHALL THE CONTRACTOR ALLOW THE DISPOSAL OF WASTE MATERIAL, SUCH AS PAINT, OIL, SOLVENTS, ASPHALT, CONCRETE, MORTAR OR ANY OTHER MATERIAL HARMFUL TO THE LIFE OF A TREE WITHIN THE DRIP LINE OF ANY TREE OR GROUP OF TREES. NO ATTACHMENT, WIRES (OTHER THAN PROTECTIVE GUY WIRES), SIGNS, OR PERMITS MAY BE FASTENED TO A TREE.
- ANY EXISTING TREES CREDITED TOWARDS REQUIRED BUFFERS OR LANDSCAPE REQUIREMENTS REMOVED FOR ANY REASON SHALL BE REPLACED WITH TREES MEETING CITY APPROVAL WITH REGARDS TO SPECIES AND SIZE.
- ALL QUESTIONS CONCERNING THE PLAN AND/OR SPECIFICATIONS SHALL BE DIRECTED TO THE LANDSCAPE ARCHITECT (386) 672-9515.
- ALL SHADE TREES AND SINGLE TRUNK UNDERSTORY TREES SHALL BE STAKED USING ARBORGUY STAKING SYSTEM FOR SINGLE STEM TREE AND ALL MULTI-TRUNK UNDERSTORY TREES SHALL BE STAKED WITH ARBORGUY MULTI-TRUNK SYSTEM.
- ANY CHANGE IN STAKING SYSTEM MUST BE APPROVED IN WRITING BY THE LANDSCAPE ARCHITECT BEFORE BEING INSTALLED.
- ALL UNIMPROVED AREA NOT OTHERWISE PLANTED OR MULCHED SHALL BE SODDED WITH ST. AUGUSTINE FLORITAM UNLESS OTHERWISE NOTED ON THE LANDSCAPE PLAN.
- PLANT MATERIAL SHALL BE CLEARLY IDENTIFIED AS FLORIDA #1 OR BETTER ON EITHER LABELS OR INVOICES.
- ALL PLANT MATERIAL SHALL BE GUARANTEED ONE YEAR AFTER ACCEPTANCE BY OWNER.
- ALL TREES IN SOD TO BE IN A (4) FOOT MINIMUM-MULCHED RING AROUND.
- TREES SHALL BE PLANTED SO THAT THE TRUNK FLARE IS EXPOSED AND TOPMOST ROOT IN THE ROOTBALL ORIGINATING FROM THE TRUNK IS AT SOIL SURFACE OR WITHIN THE TOP INCH OF SOIL ON THE ROOTBALL.
- ALL PLANT SPECIFICATIONS MUST BE MET OR EXCEEDED.
- PLANT TREE SO THAT ROOTBALL IS 1'-2" ABOVE FINISH GRADE.
- REMOVAL OF ALL CONSTRUCTION DEBRIS, LIMEROCK, EXCESS OF BUILDERS SAND, CONCRETE AND MORTAR DEBRIS, EXISTING WEEDS AND GRASS, AND ALL FOREIGN MATERIALS IN THE PLANTING BED AND SOD AREAS SHALL BE REMOVED AND A MINIMUM OF 3' OF CLEAN SAND WITH A pH 5.5-6.5 SHALL BE INSTALLED PRIOR TO ANY INSTALLATION OF PLANTS OR TREES.
- FOR ALL NEW DEVELOPMENT, OR REDEVELOPMENT OF EXISTING PROPERTY, THE APPLICANT SHALL BE REQUIRED TO REMOVE ALL INVASIVE NONNATIVE PLANT SPECIES FROM THE PROPERTY PRIOR TO ISSUANCE OF THE CERTIFICATE OF OCCUPANCY.
- ALL EXISTING TREES AND PALMS WILL BE PROPERLY PRUNED AND CLEANED OF DEADWOOD, BROKEN BRANCHES, DEAD FROND AND VINES AS NEEDED.

TREE PRUNING NOTE:

REMOVE ALL EXISTING UNDERBRUSH AND GROUND COVERS WITHIN LANDSCAPE BUFFERS. PRUNE ALL TREES TO REMAIN IN ACCORDANCE WITH ANSI A 300 PRUNING STANDARDS AS PERFORMED BY AN ARBORIST CERTIFIED BY THE INTERNATIONAL SOCIETY OF ARBORICULTURE (ISA) OR A REGISTERED CONSULTING ARBORIST WITH THE AMERICAN SOCIETY OF CONSULTING ARBORISTS (ASCA).

CURVE C1
CA 06°09'44"
R 1859.86'
CB N 37°23'12" W
CH 199.93'
L 200.03'

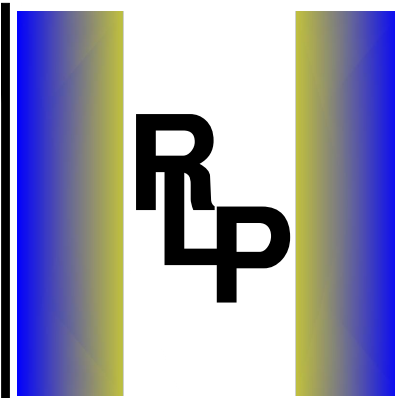


MONUMENT SIGN DETAIL

NOT TO SCALE

REVISIONS

DATE	DESCRIPTION
6/15/16	PER CITY AND COUNTY COMMENTS.



RICHARD L. POORE, LA

PLANNER & LANDSCAPE ARCHITECT

301 GATEWOOD COURT - ORLANDO BEACH, FLORIDA 32714

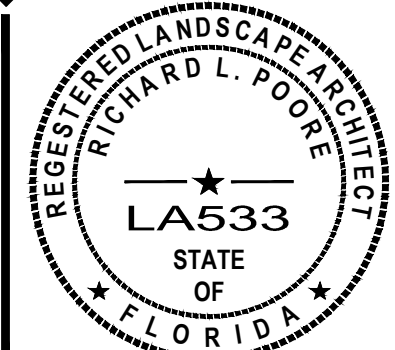
CELL: (386) 212-8491 • RLA# 0000533

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LANDSCAPE PLAN
BADCOCK HOME FURNITURE
4610 S CLYDE MORRIS BOULEVARD
PORT ORANGE, FL 32129



RICHARD L. POORE, LA, #LA533

PROJECT No: 2016-14

DATE: JANUARY 2016

DESIGN BY: RLP

DRAWN BY: DAB

CHECKED BY: RLP

SCALE:

DRAWING NUMBER

19



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/16/2016

Consent item: Yes

SUBJECT: Historic Tree Removal – 267 Manhattan Way

DEPARTMENT: Community Development

GOAL: 2 - Quality of Life

OBJECTIVE: N/A

RECOMMENDED MOTION: Move to approve the request to remove one historic tree located at 267 Manhattan Way.

SUMMARY: The applicant is requesting to remove one 39-inch diameter live oak tree. The tree has begun to cause damage to the house, driveway and front walkway due to its proximity and the forces exerted by the root system. The trunk of the tree is thirteen feet from the exterior wall of the house and directly adjacent to the driveway. The driveway has several cracks radiating from the center of the tree and it has been raised approximately 2-3 inches above the finished floor of the garage.

Based on the location of the tree and damage to the structure and pavement, staff recommends approval of the request to remove one historic 39-inch diameter live oak tree.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Photos of 267 Manhattan Way tree	Photos of 267 Manhattan Way tree.pdf
----	----------------------------------	--------------------------------------

Margaret Momberger
Wayne Clark
M. Jake Johansson
Robin Fenwick

Created/Initiated - 08/05/2016
Approved - 08/05/2016
Approved - 08/11/2016
Final Approval - 08/11/2016



DRIVEWAY HAS BEEN RAISED APPROXIMATELY 2-3 INCHES HIGHER THAN THE FINISHED FLOOR OF THE GARAGE.



VISIBLE CRACK AT THE CORNER OF THE GARAGE



THE TREE TO BE REMOVED IS DIRECTLY ADJACENT TO THE DRIVEWAY AND FRONT WALKWAY.

THE PROPERTY HAS ANOTHER HISTORIC LIVE OAK IN THE FRONT YARD THAT WILL REMAIN (TREE ON THE RIGHT).



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/16/2016

Consent item: Yes

SUBJECT: Historic Tree Removal – 5566 Trailside Drive

DEPARTMENT: Community Development

GOAL: 2 - Quality of Life

OBJECTIVE: N/A

RECOMMENDED MOTION: Move to approve the request to remove one historic tree located at 5566 Trailside Drive.

SUMMARY: The applicant is requesting to remove one 42-inch diameter live oak tree. The tree has created extensive damage to the driveway. As seen from the accompanying photos the driveway is cracked from one side to the other in several places and has been thrust several inches higher than the finish elevation of the garage. The tree is very large and sits several feet higher than the adjacent grade of the rest of the yard, driveway, sidewalk and house. The majority of the tree limbs and canopy lean out over the sidewalk and street. The trunk of the tree is seventeen feet from the exterior wall of the garage.

Based on the location of the tree and damage to the pavement, staff recommends approval of the request to remove one historic 42-inch diameter live oak tree.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Photos of 5566 Trailside Drive tree	Photos of 5566 Trailside Drive tree.pdf
----	-------------------------------------	---

Margaret Momberger
Wayne Clark
M. Jake Johansson
Robin Fenwick

Created/Initiated - 08/05/2016
Approved - 08/05/2016
Approved - 08/05/2016
Final Approval - 08/08/2016



ROOTS HAVE
CAUSED
SIGNIFICANT
UPHEAVAL OF
DRIVEWAY



DAMAGE TO
DRIVEWAY FROM
ROOT SYSTEM OF
TREE



VIEW OF TREE
FROM SIDEWALK.

THE TREE LEANS
OUT OVER THE
SIDEWALK AND
STREET AND IS ON A
RAISED MOUND.



VIEW OF TREE
FROM THE STREET.



TREE TRUNK IN
RELATION TO THE
HOUSE AND
FINISHED GRADE OF
DRIVEWAY.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/16/2016

Consent item: Yes

SUBJECT: FRDAP Unique Abilities Grant Application - Willow Run Playground ADA Improvements

DEPARTMENT: City Manager

GOAL:

OBJECTIVE:

RECOMMENDED MOTION: Move to approve the submission of application for the FRDAP grant for Willow Run Playground ADA improvements.

SUMMARY: The Florida Department of Environmental Protection has special grant funds available through their Florida Recreation Development Assistance (Grant) Program (FRDAP). The funds are "exclusively for projects that provide recreational enhancement and opportunities for individuals with unique abilities."

The City seeks FRDAP's Unique Abilities grant funds to enhance ADA recreational opportunities at the Willow Run Park Playground. The grant application proposes to replace the existing mulch with a play surfaced similar to what was used at All Children's Playground. This new surface will increase mobility and utilization of the playground by individuals with limited abilities. In addition to the play surface, the application seeks grant funds to install a wheelchair swing and a handicapped swing.

The project's Capital Improvement Program number is #201373. The City seeks \$50,000.00 from the FRDAP program and matches the request with \$50,000.00.

Page 84 of the CIP approved in concept on August 2, 2016 includes \$69,699 of playground improvements with Fund 317 (General Capital), which could be used for the City's match.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

Robin Fenwick	Created/Initiated - 08/10/2016
Kent Donahue	Approved - 08/10/2016
M. Jake Johansson	Approved - 08/11/2016
Tracey Riehm	Approved - 08/11/2016
Margaret Roberts	Approved - 08/12/2016
M. Jake Johansson	Approved - 08/12/2016

Robin Fenwick

Final Approval - 08/12/2016



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/16/2016

Consent item: No

SUBJECT: Crime Report

DEPARTMENT: Police Services

GOAL: N/A

OBJECTIVE: N/A

RECOMMENDED MOTION: Presentation of the Port Orange Police Department's Crime Report

SUMMARY: The Police Department will present a report which details criminal activity in the last six months.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Crime Report	Crime Report Jan-June 2016.pdf
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Debbie Grabowski
Thomas Grimaldi
M. Jake Johansson
Robin Fenwick

Created/Initiated - 08/01/2016
Approved - 08/01/2016
Approved - 08/01/2016
Final Approval - 08/02/2016

PORT ORANGE POLICE DEPARTMENT

UCR YEARLY COMPARISON

UCR	DESCRIPTION	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	TOTAL 2015	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	TOTAL 2016	Difference
0110	HOMICIDE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0200	RAPE/FORCIBLE FONDLING	0	0	0	0	0	0	0	1	0	0	0	0	0	1	1
0300	ROBBERY	0	0	0	0	0	0	0	0	0	0	1	1	0	3	3
0410	AGGRAVATED ASSAULT	3	12	7	1	9	1	33	4	5	6	4	4	9	32	-1
0411	STALKING: AGGRAVATED STALKING	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0510	BURGLARY - FORCIBLE ENTRY	6	5	5	4	7	9	36	7	4	11	10	9	2	43	7
0520	BURGLARY-NONFORCED ENTRY	10	4	7	12	3	7	43	9	6	7	5	8	11	46	3
0610	LARCENY: PURSE PICKING	0	0	0	0	0	0	0	0	0	0	0	1	1	2	2
0620	LARCENY: POCKET SNATCHING	0	0	0	0	1	1	2	0	0	0	0	1	1	2	2
0630	LARCENY: SHOPLIFTING	30	11	32	14	23	16	126	25	18	20	16	19	36	134	-1
0640	BURGLARY TO AUTO	26	32	24	40	17	36	175	33	27	26	32	25	53	196	21
0650	LARCENY: AUTO PARTS & ACCESSORIES	0	2	0	0	0	1	3	1	1	1	0	0	0	3	0
0660	LARCENY: FROM BUILDINGS	4	4	2	5	12	8	35	4	3	6	6	6	4	29	-6
0670	LARCENY: FROM COIN-OPERATED MACHINES	0	0	0	1	0	0	1	0	0	0	1	0	0	1	0
0680	LARCENY: BICYCLE	6	8	6	6	4	4	34	6	1	10	3	2	10	32	-2
0690	LARCENY: ALL OTHER LARCENY	18	20	28	15	19	19	119	23	24	32	32	31	31	173	54
0710	MOTOR VEHICLE THEFT: AUTOMOBILE	6	4	4	3	1	3	21	4	2	2	2	5	7	22	1
0720	MOTOR VEHICLE THEFT: TRUCK/BUS	2	0	0	1	0	1	4	1	1	3	1	1	1	8	4
0740	MOTOR VEHICLE THEFT: MOTORCYCLE	0	0	1	0	0	0	1	1	0	0	0	0	0	1	0
0790	MOTOR VEHICLE THEFT: ALL OTHER MOTOR VEHICLES	0	0	1	0	0	0	1	0	0	0	0	0	0	0	0
0810	SIMPLE ASSAULT: SIMPLE PHYSICAL ASSAULT	13	11	14	9	23	10	80	28	27	17	23	17	21	133	53
0811	STALKING: SIMPLE STALKING	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0812	SIMPLE ASSAULT: THREAT/INTIMIDATION	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0830	SIMPLE ASSAULT: SIMPLE PHYSICAL ASSAULT/Sexual Motive	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0890	SIMPLE ASSAULT: ALL OTHER SIMPLE ASSAULT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	TOTAL	124	113	131	111	119	116	714	147	119	142	136	130	186	860	146



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/16/2016

Consent item: No

SUBJECT: 3rd Quarter Strategic Plan Update

DEPARTMENT: City Manager

GOAL: Goal - All

OBJECTIVE: Objective - All

RECOMMENDED MOTION:

SUMMARY: The City Council held strategic planning sessions on March 18th and 20th, 2015. These sessions produced 6 goals and 34 objectives for the 2015-16 fiscal year. Staff used these goals and objectives to propose the current fiscal year budget in order to successfully achieve the direction provided by Council.

In order to gauge progress toward Council's goals, staff created 63 performance metrics that will be presented quarterly. The attached report includes the outcomes, measures and targets created to track progress towards Council goals.

Out of the 63 measures, 80% are on track or have already reached their target. Almost 51% were completed before the end of the 3rd quarter.

Each goal area:
Infrastructure Preservation
Quality of Life
Economic Development
Fiscal Sustainability
Public Safety, and
Organizational Excellence

Includes measures that track its progress. Each measure has a target and the quarterly report provides progress towards those annual targets.

For quick reference, each measure is categorized by its progress in the following manner:

"Behind Schedule" indicates that a measure is not expected to reach its target. No measures are behind schedule.

"Falling Behind" indicates that a measure was on target, but is falling behind. No measures are falling behind.

"Catching Up" indicates that a measure was behind schedule for completion, but is moving closer to being completed on time. This category also includes measures for which there is currently no data or baseline, but staff is working towards obtaining that information so that progress can be tracked this fiscal year. Six measures are catching up.

"On Track" indicates a measure is on track to meet its intended goal on schedule. 51 measures are on track.

"Goal Met" indicates a measure has already met its intended goal on or ahead of schedule. Six measures have met their goals.

Overall the city is on track to meet 80% of the 63 established measures and targets that are linked to City Council strategic goals. Of the 7 measures we do not anticipate completing on time, 5 of those were delayed or cancelled due to a change in direction from leadership. Staff is continuing to track all measures and will provide a final update after the end of the fiscal year.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

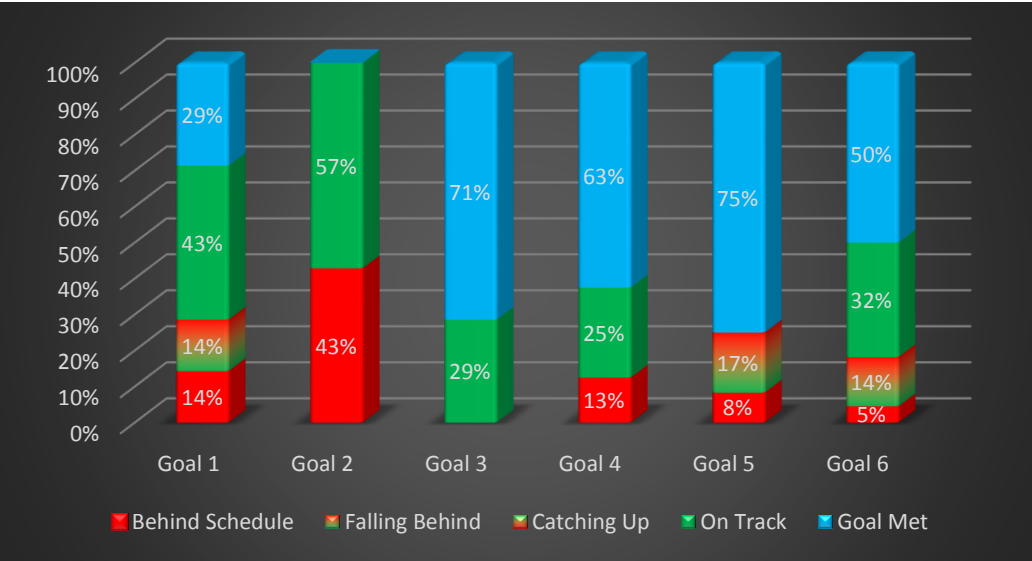
1.	3rd Quarter Performance Report	3rd Quarter Report.pdf
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Alan Rosen
M. Jake Johansson
Robin Fenwick

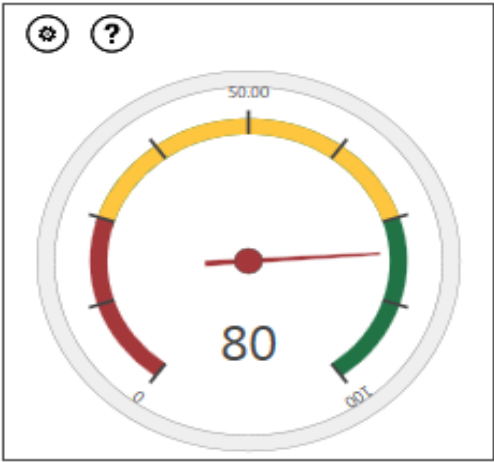
Created/Initiated - 08/03/2016
Approved - 08/11/2016
Final Approval - 08/11/2016

3rd Quarter Strategic Plan Report Dashboard

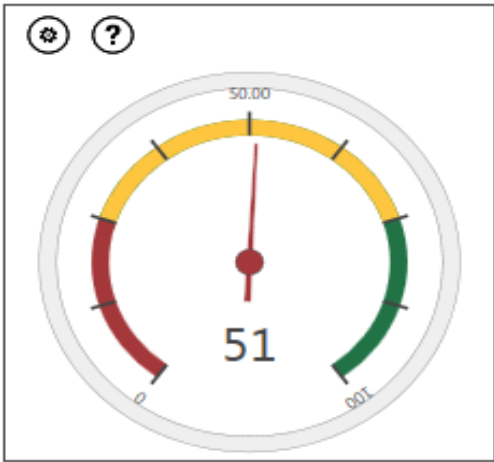
Measures By Goal Area Summary



% of Measures On Track or Completed



% of Measures Completed



Measures By Department Summary

Status	Admin. Services	City Manager	Comm. Dev.	Finance	Fire	Parks and Rec	Police	Public Utilities	Public Works	Total
Behind Schedule	3	0	2	0	1	0	0	0	1	7
Falling Behind	1	0	0	0	2	0	0	1	2	6
Catching Up	0	0	0	0	0	0	0	0	0	0
On Track	3	2	5	1	0	2	2	1	2	18
Goal Met	3	9	5	1	3	2	6	0	3	32
Total	10	11	12	2	6	4	8	2	8	63

Goal 1	Goal 2	Goal 3	Goal 4	Goal 5	Goal 6
Infrastructure Preservation	Quality of Life	Economic Development	Fiscal Sustainability	Public Safety	Organizational Excellence

Strategic Goal 1. Infrastructure Preservation	To preserve and develop city infrastructure through the careful planning and construction of transportation, drainage and utilities in order to ensure the safety and viability of Port Orange for its residents, businesses and visitors.						
Enabling Objective 1.1	Develop shovel ready projects in preparation for funding opportunities						
Outcome statement	Measure	Department	Q1	Q2	Q3	Annual Target	Notes
Submit at least 3 applications to River to Sea TPO for transportation and sidewalk infrastructure improvements by the end of the fiscal year.	Number of applications submitted for transportation and sidewalk infrastructure improvements.	Community Development	0	0	6	3	Six applications were submitted to the TPO in April. All applications, except the Yorktowne Blvd. extension were accepted and were added to the TPO priority project list.
Enabling Objective 1.2	Develop infrastructure master plans including drainage, transportation, and utilities to provide clear infrastructure needs						
Outcome statement	Measure	Department	Q1	Q2	Q3	Annual Target	Notes
Submit contract for Stormwater Master Plan development to City Council for approval and award before the end of the fiscal year.	Stormwater Master Plan contract submitted to City Council.	Public Works	No	No	No	Yes	Contract award for a Stormwater Master Plan is anticipated in the 4th quarter.
Begin phase one of the utilities master plan by the end of the fiscal year.	Phase 1 started.	Public Utilities	No	No	No	Yes	This project is on hold pending the hiring of a new department director.
Enabling Objective 1.3	Finish reclaimed lakes in order to increase capacity for water filtration and disposal						
Outcome statement	Measure	Department	Q1	Q2	Q3	Annual Target	Notes
Increase capacity for water filtration and disposal by 100,000,000 gallons by the end of the fiscal year.	Increased capacity for water filtration and disposal.	Public Utilities	100,000,000	100,000,000	100,000,000	100,000,000	The reclaimed lakes project was finished on time and provided for the increase in capacity.

Strategic Goal 1. Infrastructure Preservation	To preserve and develop city infrastructure through the careful planning and construction of transportation, drainage and utilities in order to ensure the safety and viability of Port Orange for its residents, businesses and visitors.						
Enabling Objective 1.4	Enhance infrastructure maintenance programs in order to extend the life of capital investments						
Outcome statement	Measure	Department	Q1	Q2	Q3	Annual Target	Notes
Maximize uptime percentage for fiber-optic network infrastructure.	Uptime percentage to remote facilities via fiber-optic connection	Administrative Services	100.000%	99.913%	99.972%	>99.9%	
Gather at least 10% inventory and condition assessment data annually for use in infrastructure preventive maintenance for at least 1 infrastructure (streets, sidewalks, stormwater drainage systems, etc.).	Percentage of inventory and condition data gathered for at least 1 infrastructure.	Public Works	0%	0%	0%	10%	An RFP to select a firm to gather street inventory and condition data is anticipated in the 4th quarter. Also, two positions were approved for reclassification in the 3rd quarter to Engineering Inspectors. Once filled, the positions will provide in-house infrastructure data gathering services among other duties.
Enabling Objective 1.5	Conduct a septic tank study in order to determine the full needs and impact of moving property to sewer service.						
Outcome statement	Measure	Department	Q1	Q2	Q3	Annual Target	Notes
Complete phase 1 of septic tank impact analysis before the end of the fiscal year.	Phase 1 complete.	Public Utilities	No	No	No	Yes	The Department expects to initiate a proposal for a study before the end of the 4th quarter, which will lead into funding requests for next fiscal year.

Strategic Goal 2. Quality of Life		To enhance the quality of life by creating an aesthetically pleasing environment, ample park spaces and a multitude of community events so that residents and visitors can enjoy the natural and planned setting without having to leave Port Orange.					
Enabling Objective 2.1		Maintain existing beautification efforts and implement phases not yet complete					
Outcome statement	Measure	Department	Q1	Q2	Q3	Annual Target	Notes
Complete phase 1 (Spruce Creek Road to Nova Road) of the landscape improvements to the Dunlawton medians by the end of the fiscal year.	Percent of Phase 1 landscape improvements completed.	Community Development	15%	50%	N/A	100%	Council rejected the bid and has directed staff to rebid with the remaining phases. Phase one may not be completed by the end of the fiscal year as planned.
Obtain permits from FDOT for landscaping/ irrigation and gateway entry signs within the Ridgewood Ave. medians by the end of the fiscal year.	Permits obtained.	Community Development	No	No	No	Yes	The Department anticipates issuance of FDOT permits by the end of the fiscal year. Based on FDOT direction, the southern sign was moved to the east side of the road in the right-of-way.
Enabling Objective 2.2		Plan and develop riverside urban trail					
Outcome statement	Measure	Department	Q1	Q2	Q3	Annual Target	Notes
Submit 2 applications to "River to Sea" TPO to prepare a feasibility study for a cross-town trail and riverside trail south of Dunlawton by the end of the fiscal year.	Number of applications submitted.	Community Development	0	1	0	2	Staff is reviewing alternative routes for the cross-town trail that do not use the FPL easement corridor and anticipates submitting that application to the TPO next FY. Since the use of the FPL easement corridor was unclear at the time a TPO application for the cross-town trail was to be submitted, an application was not submitted this FY. Staff has been working on identifying alternative routes that do not use the FPL easement corridor and anticipate submitting a TPO application for a segment of the cross-town trail in the spring of 2017.
Enabling Objective 2.3		Increase the number of events and festivals at Riverwalk and city center complex					
Outcome statement	Measure	Department	Q1	Q2	Q3	Annual Target	Notes
Complete phase 1 of testing the viability of wireless in all city parks before the end of the fiscal year.	Phase 1 complete.	Administrative Services	No	No	No	Yes	The City will not be moving in a different direction based on the wide availability of cheaper data plans in the US. This will eliminate the need for future budget requests in the amount of \$100,000 over the next three years.
Maintain the number of events held at City Center in FY 2015-16.	Number of events held at City Center.	Parks and Recreation	14	10	11	48	City Center hosted events 48 out of the 52 weekends in FY15. However, Riverwalk park is not expected to be open until FY17.

Strategic Goal 2. Quality of Life		To enhance the quality of life by creating an aesthetically pleasing environment, ample park spaces and a multitude of community events so that residents and visitors can enjoy the natural and planned setting without having to leave Port Orange.					
Enabling Objective 2.4		Update and adopt a Parks and Recreation master plan including land acquisition needs for a major sports/athletic complex					
Outcome statement	Measure	Department	Q1	Q2	Q3	Annual Target	Notes
Begin process of adopting a new Parks and Recreation Master Plan before the end of FY 2016-17 by planning for inclusion in next year's budget.	Budget request for master plan submitted to Council.	Parks and Recreation	No	No	No	Yes	The department submitted a budget request for the parks and recreation master plan that will be provided to Council in the 4th quarter.
Enabling Objective 2.5		Enhance code enforcement visibility and technology in order to increase effectiveness and efficiency					
Outcome statement	Measure	Department	Q1	Q2	Q3	Annual Target	Notes
Implement at least one enhancement for Code Enforcement vehicles by the end of the fiscal year.	Number of enhancements implemented.	Community Development	0	0	0	1	Installation is still on target for end of FY. Code and Public Works Fleet Staff have refined the design of the vehicle signs to be more visible.

Strategic Goal 3. Economic Development	To increase economic opportunities by developing and marketing city assets in order to invest in the local economy for the benefit of Port Orange residents and businesses						
Enabling Objective 3.1	Continue the implementation of Riverwalk						
Outcome statement	Measure	Department	Q1	Q2	Q3	Annual Target	Notes
Obtain and leverage grant funding to cover at least 20% of the design and construction of the publicly owned Riverwalk area.	Percent of design and construction of Riverwalk area paid for with grant funds.	City Manager	21%	21%	21%	20%	The City received \$990,000 in grant monies to cover an approximated cost of design and construction totaling about \$4.8 million.
Complete Phase 1A of Riverwalk Park and open to the public before the end of the second quarter.	Phase 1A of Riverwalk Park open to public.	Community Development	No	Yes	Yes	Yes	Phase 1A had a ribbon cutting on 4/11. While this phase was completed before the beginning of April, scheduling for the opening was not possible until April 11th.
Start construction on Phase 1B of Riverwalk by the end of the fiscal year.	Construction started on Phase 1B of Riverwalk.	Community Development	No	No	No	Yes	Bid award scheduled for 8/2/2016. Construction anticipated to start in September.
Enabling Objective 3.2	Develop the strategy for use of appropriate incentives for desirable development						
Outcome statement	Measure	Department	Q1	Q2	Q3	Annual Target	Notes
Present a list of targeted business and locations within the City for possible development/redevelopment incentives to Council before the end of the fiscal year.	Draft list presented to Council.	Community Development	No	No	No	Yes	Ch. 20 of the Land Development Code and the Ridgewood Corridor Plan include lists of targeted businesses. As part of the upcoming budget, a program is being proposed for facade grants and other redevelopment incentives for these targeted businesses.
Enabling Objective 3.3	Continue land acquisition program along US 1						
Outcome statement	Measure	Department	Q1	Q2	Q3	Annual Target	Notes
Acquire land along US1 as needed in order to begin the process of redevelopment along the Ridgewood Corridor.	Number of properties acquired along US 1.	City Manager	1	1	1	1	Penna Court Motel was purchased in December 2015.

Strategic Goal 3. Economic Development	To increase economic opportunities by developing and marketing city assets in order to invest in the local economy for the benefit of Port Orange residents and businesses						
Enabling Objective 3.4	Establish a pricing and marketing program for City land in Eastport and other areas						
Outcome statement	Measure	Department	Q1	Q2	Q3	Annual Target	Notes
Hire commercial real estate agent to market and sell city property by the end of the first quarter.	Commercial real estate agent engaged to market and sell city property.	Community Development	Yes	Yes	Yes	Yes	Lot 6 in Eastport is being actively marketed. On June 6, Council approved the sale of Lot 5 in Eastport and the closing is scheduled for the end of July.
Enabling Objective 3.5	Explore economic development through competitive sports tournaments						
Outcome statement	Measure	Department	Q1	Q2	Q3	Annual Target	Notes
Partner with a local university and Chamber to conduct an economic impact study of the sports tournaments held in the city.	Partnership established with university and chamber of commerce.	Parks & Recreation	No	No	Yes	Yes	The Department met with representatives at Daytona State College to partner with the City on an economic impact analysis on the use of Coraci Park for tournaments.

Strategic Goal 4. Fiscal Sustainability	To enhance the fiscal sustainability of the city through both technology and sound financial decision-making in order to ensure the organizational viability needed to properly serve the residents and businesses of Port Orange.						
Enabling Objective 4.1	Acquire appropriate software for efficient/effective finance reporting and management						
Outcome statement	Measure	Department	Q1	Q2	Q3	Annual Target	Notes
Complete Phase 1 of ERP implementation by the end of the fiscal year.	Phase 1 of ERP implementation complete.	Administrative Services	No	No	No	Yes	Phase 1 includes the selection of ERP system completed and contract awarded. Staff originally felt this would be a good target, but after a little more training and better planning, this timeline was deemed to be too quick for successful implementation.
Enabling Objective 4.2	Explore annexation opportunities						
Outcome statement	Measure	Department	Q1	Q2	Q3	Annual Target	Notes
Create a proposal for annexation incentives and provide to City Council by the end of the Fiscal Year.	Proposal prepared and provided to Council.	Community Development	No	No	No	Yes	The Department plans on providing a proposal to Council by the end of the 4th quarter.
Enabling Objective 4.3	Continue to simplify financial structure and reporting						
Outcome statement	Measure	Department	Q1	Q2	Q3	Annual Target	Notes
Produce a combined financial statement for funds 450 and 451 (Golf Course) by the end of the 3rd quarter.	Combined financial statement created.	Finance	No	Yes	Yes	Yes	The Department was working towards implementation by the end of the 3rd quarter, but completed this task ahead of schedule.
Enabling Objective 4.4	Decrease unfunded pension liability						
Outcome statement	Measure	Department	Q1	Q2	Q3	Annual Target	Notes
Research and suggest at least one option to reduce or eliminate unfunded pension liability by the end of the fiscal year.	Number of suggestions researched and provided.	City Manager	0	0	1	1	Staff has researched and provided options (beginning of 3rd quarter). Direction was given for further research, which will require additional resources and a budget request for this will be included in the FY 2017 budget.

Strategic Goal 4. Fiscal Sustainability	To enhance the fiscal sustainability of the city through both technology and sound financial decision-making in order to ensure the organizational viability needed to properly serve the residents and businesses of Port Orange.						
Enabling Objective 4.5	Review and revise fees and charges if needed						
Outcome statement	Measure	Department	Q1	Q2	Q3	Annual Target	Notes
Analyze lien search charges to ensure competitiveness with similar cities and suggest changes (if necessary) by the end of the fiscal year.	Analysis completed and changes suggested (if necessary).	City Manager	No	No	Yes	Yes	Final report provided to Council. Staff is currently working to implement recommendations, which will include significant productivity savings.
Complete a fee study and adopt a new fee resolution for all parks fees by the end of the first quarter.	New fee schedule adopted and revised.	Parks & Recreation	Yes	Yes	Yes	Yes	Fees were adjusted and adopted in December 2015 and take effect January 1, 2016.
Enabling Objective 4.6	Explore internal auditing needs and capabilities						
Outcome statement	Measure	Department	Q1	Q2	Q3	Annual Target	Notes
Create a list of auditing priorities for at least 55% of departments by end of the fiscal year.	% of departments with auditing priorities established.	City Manager	11%	33%	55%	55%	Current list includes auditing possibilities for Finance, Utilities, Community Development, Public Works
Enabling Objective 4.7	Plan for equitable distribution of county gas tax						
Outcome statement	Measure	Department	Q1	Q2	Q3	Annual Target	Notes
Prepared an equitable proposal for county sales tax for consideration by the cities and county.	Proposal prepared.	City Manager	No	No	No	Yes	The current interlocal agreement for distribution of proceeds of local options fuel tax does not expire until August 31, 2018. However, by fiscal year end, staff will research alternative distribution methods for consideration of cities and the County upon expiration of the current agreement.

Strategic Goal 5. Public Safety	To provide excellent public safety services for the residents, businesses and visitors of Port Orange by maintaining preparedness for emergency and routine events within our public safety infrastructure						
Enabling Objective 5.1	Enhance paramedic services and capacity						
Outcome statement	Measure	Department	Q1	Q2	Q3	Annual Target	Notes
Obtain a satisfactory or above rating of at least 88% from individuals receiving medical treatment from Fire and Rescue.	Percent of individuals receiving medical treatment from Fire and Rescue rating that service "satisfactory" or higher.	Fire and Rescue	N/A	96.7%	96.7%	88%	This data is reported once per year and based on the Citizen Survey.
Enabling Objective 5.2	Address traffic management and safety issues						
Outcome statement	Measure	Department	Q1	Q2	Q3	Annual Target	Notes
Complete Yorktown speed study by the end of the 3rd quarter.	Yorktown speed study completed.	Community Development	No	Yes	Yes	Yes	Project completed in the 2nd quarter, earlier than expected.
Begin construction of the Crane Lakes traffic signal by the end of the fiscal year.	Construction begun on Crane Lakes traffic signal.	Community Development	No	Yes	Yes	Yes	Construction began on 3/14 and was completed on 6/13, before the end of the fiscal year.
Provide at least one class to City youth on safe bicycle and pedestrian use of the roadways.	Number of youth classes provided on bicycle and pedestrian use of roadways.	Police	0	0	1	1	A Bicycle safety class was held April 30, 2016.
Enabling Objective 5.3	Rebuild command structure of the police and fire department-operations zones						
Outcome statement	Measure	Department	Q1	Q2	Q3	Annual Target	Notes
Solidify Fire and Rescue senior management team including: Fire Chief, Deputy Fire Chief, Fire Marshall and Emergency Manager	Percent of senior management team in place.	Fire and Rescue	0%	25%	40%	100%	Fire Chief and Emergency Manager hired. New Chief assessing organizational structure. Completion of this measure was delayed due to multiple fire chief recruitments.
Reorganize and fill all key police command staff positions by the end of the fiscal year.	% of key command staff positions filled.	Police	20%	100%	100%	100%	The Department has completed filling all command staff positions.

Strategic Goal 5. Public Safety	To provide excellent public safety services for the residents, businesses and visitors of Port Orange by maintaining preparedness for emergency and routine events within our public safety infrastructure						
Enabling Objective 5.4	Review, Update and drill emergency management protocols and training						
Outcome statement	Measure	Department	Q1	Q2	Q3	Annual Target	Notes
All City Manager's Department staff will complete (or update) required emergency management training and/or participate in at least two table-top drills before the end of the fiscal year.	Percent of City Manager's Department staff who completed (or updated) required emergency management training and/or participated in at least two table-top drills.	City Manager	50%	50%	100%	100%	The city participated in one table-top drill during the first quarter and one at the beginning of the 3rd quarter.
Reduce the number of "Areas for Improvement" after table top exercises before the start of the 2016 hurricane season.	Percent decrease in the number of "Areas for Improvement" between the last two tabletop exercises.	Fire and Rescue	N/A	N/A	N/A	-15%	Tabletop exercise #1 was held in November. Tabletop #2 was held in April. A 3rd Tabletop will be held in the 4th quarter at which time progress will be reported.
Conduct at least two mock storm events for EOC essential personnel before June, 1 2016.	Number of mock storm events conducted.	Fire and Rescue	1	0	1	2	The Fire and Rescue department conducted one mock storm event in the 1st quarter and one at the beginning of the 3rd quarter.
Provide at least one updated FEMA reimbursement form training class before June 1, 2016.	Number of FEMA reimbursement form training classes provided.	Fire and Rescue	1	0	0	1	The Department has reviewed the FEMA reimbursement forms with essential EOC personnel during the table top exercise in the 1st quarter and is planning to institute annual trainings once the EOC is open.
Relocate and build out the new Emergency Management Operations (EOC) Center at 4545 Clyde Morris Boulevard before June 1, 2016.	Completed build-out and move to the new EOC.	Fire and Rescue	No	No	No	Yes	Staff expects the new EOC to be open and fully operational before the end of August
Review, update and drill emergency management protocols and training at least once per calendar year.	Percent of emergency management protocols reviewed and updated (if necessary).	Police	0%	25%	100%	100%	The Department has complete the review of all emergency management protocols and updated those that were identified as needing enhancement.

Strategic Goal 6. Organizational Excellence	To enhance organizational efficiency and effectiveness through a highly motivated and stable workforce that continuously improves services and positive communication in order to better serve internal agencies and the public.						
Enabling Objective 6.1	Implement the compensation study						
Outcome statement	Measure	Department	Q1	Q2	Q3	Annual Target	Notes
Update salary survey results for 80% of City departments by the end of the fiscal year.	Percent of departments analyzed.	Administrative Services	10%	20%	75%	80%	
Implement the minimum rates of pay established by the Cody compensation and classification analysis by the end of the fiscal year.	Percent of bargaining and non-bargaining units with implemented minimums.	Administrative Services	80%	80%	100%	100%	All units were brought to the minimum during the budget process or through collective bargaining.

Strategic Goal 6. Organizational Excellence	To enhance organizational efficiency and effectiveness through a highly motivated and stable workforce that continuously improves services and positive communication in order to better serve internal agencies and the public.						
Enabling Objective 6.2	Create a program for recruitment, retention and development of employees						
Outcome statement	Measure	Department	Q1	Q2	Q3	Annual Target	Notes
Develop a relationship with Stetson University, Daytona State University, and Embry Riddle University to recruit quality new hires before the end of the fiscal year.	Recruiting relationship with local institutions of higher learning developed.	Police	No	No	Yes	Yes	The Department has begun recruiting relationships with Daytona State, East Florida State, Embry Riddle and Stetson University.
Increase training opportunities for current officers.	% Increase in the number of training opportunities for current officers.	Police	-69%	-46%	-24%	5%	The Department averaged about 9,500 hours of training over the last couple of years. The goal this year is to increase that by at least 5% to 9,975. 1st, 2nd and 3rd quarter training hours were 2,924; 2,207 and 2,102 respectively.
Formulate a useful career development program for current officers.	Career development program created.	Police	No	No	No	Yes	The Department began developing a program after all command staff were in place and expects to complete the program by the end of the year. It is currently 75% complete.
Reduce annual turnover for the department below the 2015 mark of 13.	Turnover.	Public Utilities	1	3	3	<13	There were 3 separation in employment this quarter some were for better pay, some separations were for personal reasons.
Increase the number of available training hours for employees.	Total number of training hours available to staff.	Public Utilities	0	979	735	>0	Training completed in the 3rd quarter: 1. Successor Training: 384 total hours 2. In-house training: 159 hours 3. Formal Training: 192 hours
Create incentives for value added licensing by the end of the fiscal year.	Incentives for value added licenses created.	Public Utilities	No	No	No	Yes	Financial incentives must be negotiated in the PEA contract, which is up for negotiation beginning in the 3rd quarter. However, another unit may take its place and delay negotiations further.

Strategic Goal 6. Organizational Excellence		To enhance organizational efficiency and effectiveness through a highly motivated and stable workforce that continuously improves services and positive communication in order to better serve internal agencies and the public.					
Maintain a turnover rate of at least 10% below the national average turnover rate for state and local governments.	Difference in percent turnover rate from the national average.	Administrative Services	-13%	-15%	26%	-10%	This measure matches the most recent data available from BLS. Previous 3 months of BLS turnover was 3.9% compared to the City's 4.9%, which is 26% higher than the national average. The higher than normal turnover rate for Port Orange this quarter is due mainly from people leaving for more money or a better job.
Develop and begin providing an exit interview survey in order to better understand why turnover occurs throughout the city by the end of the 2nd quarter.	Survey developed and implemented.	Administrative Services	No	Yes	Yes	Yes	Paper based exit interview is offered to each employee and we hope to continue and use data to help recruit and retain staff.

Strategic Goal 6. Organizational Excellence		To enhance organizational efficiency and effectiveness through a highly motivated and stable workforce that continuously improves services and positive communication in order to better serve internal agencies and the public.					
Enabling Objective 6.3		Develop a public relations plan/program to enhance city image					
Outcome statement	Measure	Department	Q1	Q2	Q3	Annual Target	Notes
Develop, implement, and advertise a website to promote positivity through the use of social media by the end of the 3rd quarter.	New website created and advertised.	Administrative Services	No	No	No	Yes	Staff has completed the new website but has held off on advertising in order to further analyze risk.
Develop and promote a public relations campaign to enhance the city image.	Percent increase the general public perception and pride of the City of Port Orange.	City Manager	N/A	N/A	28	>0%	Our "Net Promoter Score" for the 3rd quarter was 28 out of 100. As a comparison, the average score from 88,906 organizations world-wide was 34.
Hold at least six “meet and greet” events in the public to increase dialogue during the fiscal year.	Number of meet and greet events held.	Police	3	12	28	6	16 events were held in the 3rd quarter for a total of 28 by the end of June.
Enabling Objective 6.4		Increase 2-way communication with citizens					
Outcome statement	Measure	Department	Q1	Q2	Q3	Annual Target	Notes
Implement at least 5 enhancements or create additional avenues to improve 2-way communications with citizens.	Number of enhancements or additional avenues for citizen communication.	City Manager	0	4	5	5	Enhancements/initiatives include, Port Orange Pride, Survey Monkey, Coffee With the Manager, Coffee With a Cop, pop-up parks. Additional enhancements are planned for the 4th quarter.

Strategic Goal 6. Organizational Excellence	To enhance organizational efficiency and effectiveness through a highly motivated and stable workforce that continuously improves services and positive communication in order to better serve internal agencies and the public.						
Enabling Objective 6.5	Implement a continuous process improvement program to enhance policies and procedures						
Outcome statement	Measure	Department	Q1	Q2	Q3	Annual Target	Notes
Improve at least one process by the end of the fiscal year.	Number of processes improved.	City Manager	1	1	2	1	Created internal tracking system using city owned technology without having to purchase additional software saving \$5,000 this year and \$3,000 annually thereafter. Also researched Lien Process Improvemenetm, which should result in significant productivity savings once implemented.
Prepare for and obtain the Commission on Accreditation for Law Enforcement Agencies (CALEA) Accreditation.	CALEA accreditation obtained.	Police	No	Yes	Yes	Yes	
Obtain at least one utility related award for programs and performance and recognition through professional organizations by the end of the fiscal year.	Number of professional award recognitions received.	Public Utilities	0	1	1	1	The Department was awarded the Florida Department of Environmental Protection (FDEP) 2015 Water Plant Excellence Award. A second award for the Florida Section of the American Water Works Association (FS/AWWA) was awarded in the 3rd quarter.
Review all standard operating procedures by the end of the fiscal year.	Percent of department standard operating procedures reviewed.	Public Utilities	0%	17%	17%	100%	This project has been delayed by the vacancy of the prior department director.
Develop and begin providing an new hire survey to enhance the onboarding process by the end of the 2nd quarter.	Survey developed and implemented.	Administrative Services	No	Yes	Yes	Yes	Web based and paper based offered.
Enabling Objective 6.6	Enhance Human Resources capabilities including labor relations and collective bargaining agreement administration						
Outcome statement	Measure	Department	Q1	Q2	Q3	Annual Target	Notes
Build strong partnerships with bargaining and non-bargaining units by coordinating at least 3 meetings with all stakeholder groups per year.	Number of meetings held with all stakeholder groups.	Administrative Services	0	4	6	15	These meetings have proven to open lines of communication and improved the dynamics. 10 have been completed so far and at least five more are pplanned for the fourth quarter.

Strategic Goal 6. Organizational Excellence		To enhance organizational efficiency and effectiveness through a highly motivated and stable workforce that continuously improves services and positive communication in order to better serve internal agencies and the public.					
Enabling Objective 6.7		Improve internal communication through a team approach					
Outcome statement	Measure	Department	Q1	Q2	Q3	Annual Target	Notes
Increase the percent of staff who feel they are informed, have clear direction, know how they fit in the organization and know where the organization is going.	Percent increase in the overall score in the internal staff assessment.	City Manager	N/A	N/A	1.9%	>0%	A survey was created and distributed to all employees. The baseline average response was 3.67/5.0. The second survey's average score was 3.74/5.0. This is an increase of 1.9% over the baseline and we hope to improve that further before the end of the fiscal year.
Enabling Objective 6.8		Enhance contract management capabilities					
Outcome statement	Measure	Department	Q1	Q2	Q3	Annual Target	Notes
Complete phase 1 of a financial tracking system that will inform contract managers on spending levels for contracts by the end of the fiscal year.	Phase 1 complete.	Finance	No	No	No	Yes	Phase 1 of the tracking system includes design and testing. This is complete, however the department has identified gaps in reliability and is working to strengthen these gaps.

MEASURES BY DEPARTMENT							
Outcome statement	Measure	Department	Q1	Q2	Q3	Annual Target	Notes
Update salary survey results for 80% of City departments by the end of the fiscal year.	Percent of departments analyzed.	Administrative Services	10%	20%	75%	80%	
Build strong partnerships with bargaining and non-bargaining units by coordinating at least 3 meetings with all stakeholder groups per year.	Number of meetings held with all stakeholder groups.	Administrative Services	0	4	6	15	These meetings have proven to open lines of communication and improved the dynamics. 10 have been completed so far and at least five more are planned for the fourth quarter.
Maximize uptime percentage for fiber-optic network infrastructure.	Uptime percentage to remote facilities via fiber-optic connection	Administrative Services	100.000%	99.913%	99.972%	>99.9%	
Complete phase 1 of testing the viability of wireless in all city parks before the end of the fiscal year.	Phase 1 complete.	Administrative Services	No	No	No	Yes	The City will not be moving in a different direction based on the wide availability of cheaper data plans in the US. This will eliminate the need for future budget requests in the amount of \$100,000 over the next three years.
Complete Phase 1 of ERP implementation by the end of the fiscal year.	Phase 1 of ERP implementation complete.	Administrative Services	No	No	No	Yes	Phase 1 includes the selection of ERP system completed and contract awarded. Staff originally felt this would be a good target, but after a little more training and better planning, this timeline was deemed to be too quick for successful implementation.
Implement the minimum rates of pay established by the Cody compensation and classification analysis by the end of the fiscal year.	Percent of bargaining and non-bargaining units with implemented minimums.	Administrative Services	80%	80%	100%	100%	All units were brought to the minimum during the budget process or through collective bargaining.
Maintain a turnover rate of at least 10% below the national average turnover rate for state and local governments.	Difference in percent turnover rate from the national average.	Administrative Services	-13%	-15%	26%	-10%	This measure matches the most recent data available from BLS. Previous 3 months of BLS turnover was 3.9% compared to the City's 4.9%, which is 26% higher than the national average. The higher than normal turnover rate for Port Orange this quarter is due mainly from people leaving for more money or a better job.

MEASURES BY DEPARTMENT							
Develop and begin providing an exit interview survey in order to better understand why turnover occurs throughout the city by the end of the 2nd quarter.	Survey developed and implemented.	Administrative Services	No	Yes	Yes	Yes	Paper based exit interview is offered to each employee and we hope to continue and use data to help recruit and retain staff.
Develop, implement, and advertise a website to promote positivity through the use of social media by the end of the 3rd quarter.	New website created and advertised.	Administrative Services	No	No	No	Yes	Staff has completed the new website but has held off on advertising in order to further analyze risk.
Develop and begin providing an new hire survey to enhance the onboarding process by the end of the 2nd quarter.	Survey developed and implemented.	Administrative Services	No	Yes	Yes	Yes	Web based and paper based offered.
Outcome statement	Measure	Department	Q1	Q2	Q3	Annual Target	Notes
Obtain and leverage grant funding to cover at least 20% of the design and construction of the publicly owned Riverwalk area.	Percent of design and construction of Riverwalk area paid for with grant funds.	City Manager	21%	21%	21%	20%	The City received \$990,000 in grant monies to cover an approximated cost of design and construction totaling about \$4.8 million.
Acquire land along US1 as needed in order to begin the process of redevelopment along the Ridgewood Corridor.	Number of properties acquired along US 1.	City Manager	1	1	1	1	Penna Court Motel was purchased in December 2015.
Improve at least one process by the end of the fiscal year.	Number of processes improved.	City Manager	1	1	2	1	Created internal tracking system using city owned technology without having to purchase additional software saving \$5,000 this year and \$3,000 annually thereafter. Also researched Lien Process Improvemenetm, which should result in significant productivity savings once implemented.
Research and suggest at least one option to reduce or eliminate unfunded pension liability by the end of the fiscal year.	Number of suggestions researched and provided.	City Manager	0	0	1	1	Staff has researched and provided options (beginning of 3rd quarter). Direction was given for further research, which will require additional resources and a budget request for this will be included in the FY 2017 budget.
Analyze lien search charges to ensure competitiveness with similar cities and suggest changes (if necessary) by the end of the fiscal year.	Analysis completed and changes suggested (if necessary).	City Manager	No	No	Yes	Yes	Final report provided to Council. Staff is currently working to implement recommendations, which will include significant productivity savings.

MEASURES BY DEPARTMENT							
Create a list of auditing priorities for at least 55% of departments by end of the fiscal year.	% of departments with auditing priorities established.	City Manager	11%	33%	55%	55%	Current list includes auditing possibilities for Finance, Utilities, Community Development, Public Works
Prepared an equitable proposal for county sales tax for consideration by the cities and county.	Proposal prepared.	City Manager	No	No	No	Yes	The current interlocal agreement for distribution of proceeds of local options fuel tax does not expire until August 31, 2018. However, by fiscal year end, staff will research alternative distribution methods for consideration of cities and the County upon expiration of the current agreement.
All City Manager's Department staff will complete (or update) required emergency management training and/or participate in at least two table-top drills before the end of the fiscal year.	Percent of City Manager's Department staff who completed (or updated) required emergency management training and/or participated in at least two table-top drills.	City Manager	50%	50%	100%	100%	The city participated in one table-top drill during the first quarter and one at the beginning of the 3rd quarter.

MEASURES BY DEPARTMENT							
Implement at least 5 enhancements or create additional avenues to improve 2-way communications with citizens.	Number of enhancements or additional avenues for citizen communication.	City Manager	0	4	5	5	Enhancements/initiatives include, Port Orange Pride, Survey Monkey, Coffee With the Manager, Coffee With a Cop, pop-up parks. Additional enhancements are planned for the 4th quarter.
Increase the percent of staff who feel they are informed, have clear direction, know how they fit in the organization and know where the organization is going.	Percent increase in the overall score in the internal staff assessment.	City Manager	N/A	N/A	1.9%	>0%	A survey was created and distributed to all employees. The baseline average response was 3.67/5.0. The second survey's average score was 3.74/5.0. This is an increase of 1.9% over the baseline and we hope to improve that further before the end of the fiscal year.
Develop and promote a public relations campaign to enhance the city image.	Percent increase the general public perception and pride of the City of Port Orange.	City Manager	N/A	N/A	28	>0%	Our "Net Promoter Score" for the 3rd quarter was 28 out of 100. As a comparison, the average score from 88,906 organizations world-wide was 34.
Outcome statement	Measure	Department	Q1	Q2	Q3	Annual Target	Notes

MEASURES BY DEPARTMENT							
Hire commercial real estate agent to market and sell city property by the end of the first quarter.	Commercial real estate agent engaged to market and sell city property.	Community Development	Yes	Yes	Yes	Yes	Lot 6 in Eastport is being actively marketed. On June 6, Council approved the sale of Lot 5 in Eastport and the closing is scheduled for the end of July.
Submit at least 3 applications to River to Sea TPO for transportation and sidewalk infrastructure improvements by the end of the fiscal year.	Number of applications submitted for transportation and sidewalk infrastructure improvements.	Community Development	0	0	6	3	Six applications were submitted to the TPO in April. All applications, except the Yorktowne Blvd. extension were accepted and were added to the TPO priority project list.
Obtain permits from FDOT for landscaping/ irrigation and gateway entry signs within the Ridgewood Ave. medians by the end of the fiscal year.	Permits obtained.	Community Development	No	No	No	Yes	The Department anticipates issuance of FDOT permits by the end of the fiscal year. Based on FDOT direction, the southern sign was moved to the east side of the road in the right-of-way.
Submit 2 applications to "River to Sea" TPO to prepare a feasibility study for a cross-town trail and riverside trail south of Dunlawton by the end of the fiscal year.	Number of applications submitted.	Community Development	0	1	0	2	Staff is reviewing alternative routes for the cross-town trail that do not use the FPL easement corridor and anticipates submitting that application to the TPO next FY. Since the use of the FPL easement corridor was unclear at the time a TPO application for the cross-town trail was to be submitted, an application was not submitted this FY. Staff has been working on identifying alternative routes that do not use the FPL easement corridor and anticipate submitting a TPO application for a segment of the cross-town trail in the spring of 2017.
Implement at least one enhancement for Code Enforcement vehicles by the end of the fiscal year.	Number of enhancements implemented.	Community Development	0	0	0	1	Installation is still on target for end of FY. Code and Public Works Fleet Staff have refined the design of the vehicle signs to be more visible.
Complete Phase 1A of Riverwalk Park and open to the public before the end of the second quarter.	Phase 1A of Riverwalk Park open to public.	Community Development	No	Yes	Yes	Yes	Phase 1A had a ribbon cutting on 4/11. While this phase was completed before the beginning of April, scheduling for the opening was not possible until April 11th.
Start construction on Phase 1B of Riverwalk by the end of the fiscal year.	Construction started on Phase 1B of Riverwalk.	Community Development	No	No	No	Yes	Bid award scheduled for 8/2/2016. Construction anticipated to start in September.

MEASURES BY DEPARTMENT							
Present a list of targeted business and locations within the City for possible development/redevelopment incentives to Council before the end of the fiscal year.	Draft list presented to Council.	Community Development	No	No	No	Yes	Ch. 20 of the Land Development Code and the Ridgewood Corridor Plan include lists of targeted businesses. As part of the upcoming budget, a program is being proposed for facade grants and other redevelopment incentives for these targeted businesses.
Create a proposal for annexation incentives and provide to City Council by the end of the Fiscal Year.	Proposal prepared and provided to Council.	Community Development	No	No	No	Yes	The Department plans on providing a proposal to Council by the end of the 4th quarter.
Complete Yorktown speed study by the end of the 3rd quarter.	Yorktown speed study completed.	Community Development	No	Yes	Yes	Yes	Project completed in the 2nd quarter, earlier than expected.
Begin construction of the Crane Lakes traffic signal by the end of the fiscal year.	Construction begun on Crane Lakes traffic signal.	Community Development	No	Yes	Yes	Yes	Construction began on 3/14 and was completed on 6/13, before the end of the fiscal year.
Complete phase 1 (Spruce Creek Road to Nova Road) of the landscape improvements to the Dunlawton medians by the end of the fiscal year.	Percent of Phase 1 landscape improvements completed.	Community Development	15%	50%	N/A	100%	Council rejected the bid and has directed staff to rebid with the remaining phases. Phase one may not be completed by the end of the fiscal year as planned.
Outcome statement	Measure	Department	Q1	Q2	Q3	Annual Target	Notes
Produce a combined financial statement for funds 450 and 451 (Golf Course) by the end of the 3rd quarter.	Combined financial statement created.	Finance	No	Yes	Yes	Yes	The Department was working towards implementation by the end of the 3rd quarter, but completed this task ahead of schedule.
Complete phase 1 of a financial tracking system that will inform contract managers on spending levels for contracts by the end of the fiscal year.	Phase 1 complete.	Finance	No	No	No	Yes	Phase 1 of the tracking system includes design and testing. This is complete, however the department has identified gaps in reliability and is working to strengthen these gaps.
Outcome statement	Measure	Department	Q1	Q2	Q3	Annual Target	Notes
Obtain a satisfactory or above rating of at least 88% from individuals receiving medical treatment from Fire and Rescue.	Percent of individuals receiving medical treatment from Fire and Rescue rating that service "satisfactory" or higher.	Fire and Rescue	N/A	96.7%	96.7%	88%	This data is reported once per year and based on the Citizen Survey.

MEASURES BY DEPARTMENT							
Solidify Fire and Rescue senior management team including: Fire Chief, Deputy Fire Chief, Fire Marshall and Emergency Manager	Percent of senior management team in place.	Fire and Rescue	0%	25%	40%	100%	Fire Chief and Emergency Manager hired. New Chief assessing organizational structure. Completion of this measure was delayed due to multiple fire chief recruitments.
Reduce the number of "Areas for Improvement" after table top exercises before the start of the 2016 hurricane season.	Percent decrease in the number of "Areas for Improvement" between the last two tabletop exercises.	Fire and Rescue	N/A	N/A	N/A	-15%	Tabletop exercise #1 was held in November. Tabletop #2 was held in April. A 3rd Tabletop will be held in the 4th quarter at which time progress will be reported.
Conduct at least two mock storm events for EOC essential personnel before June, 1 2016.	Number of mock storm events conducted.	Fire and Rescue	1	0	1	2	The Fire and Rescue department conducted one mock storm event in the 1st quarter and one at the beginning of the 3rd quarter.
Provide at least one updated FEMA reimbursement form training class before June 1, 2016.	Number of FEMA reimbursement form training classes provided.	Fire and Rescue	1	0	0	1	The Department has reviewed the FEMA reimbursement forms with essential EOC personnel during the table top exercise in the 1st quarter and is planning to institute annual trainings once the EOC is open.
Relocate and build out the new Emergency Management Operations (EOC) Center at 4545 Clyde Morris Boulevard before June 1, 2016.	Completed build-out and move to the new EOC.	Fire and Rescue	No	No	No	Yes	Staff expects the new EOC to be open and fully operational before the end of August
Outcome statement	Measure	Department	Q1	Q2	Q3	Annual Target	Notes
Complete a fee study and adopt a new fee resolution for all parks fees by the end of the first quarter.	New fee schedule adopted and revised.	Parks & Recreation	Yes	Yes	Yes	Yes	Fees were adjusted and adopted in December 2015 and take effect January 1, 2016.
Partner with a local university and Chamber to conduct an economic impact study of the sports tournaments held in the city.	Partnership established with university and chamber of commerce.	Parks & Recreation	No	No	Yes	Yes	The Department met with representatives at Daytona State College to partner with the City on an economic impact analysis on the use of Coraci Park for tournaments.

MEASURES BY DEPARTMENT							
Maintain the number of events held at City Center in FY 2015-16.	Number of events held at City Center.	Parks and Recreation	14	10	11	48	City Center hosted events 48 out of the 52 weekends in FY15. However, Riverwalk park is not expected to be open until FY17.
Begin process of adopting a new Parks and Recreation Master Plan before the end of FY 2016-17 by planning for inclusion in next year's budget.	Budget request for master plan submitted to Council.	Parks and Recreation	No	No	No	Yes	The department submitted a budget request for the parks and recreation master plan that will be provided to Council in the 4th quarter.
Outcome statement	Measure	Department	Q1	Q2	Q3	Annual Target	Notes
Increase training opportunities for current officers.	% Increase in the number of training opportunities for current officers.	Police	-69%	-46%	-24%	5%	The Department averaged about 9,500 hours of training over the last couple of years. The goal this year is to increase that by at least 5% to 9,975. 1st, 2nd and 3rd quarter training hours were 2,924; 2,207 and 2,102 respectively.
Formulate a useful career development program for current officers.	Career development program created.	Police	No	No	No	Yes	The Department began developing a program after all command staff were in place and expects to complete the program by the end of the year. It is currently 75% complete.
Provide at least one class to City youth on safe bicycle and pedestrian use of the roadways.	Number of youth classes provided on bicycle and pedestrian use of roadways.	Police	0	0	1	1	A Bicycle safety class was held April 30, 2016.
Reorganize and fill all key police command staff positions by the end of the fiscal year.	% of key command staff positions filled.	Police	20%	100%	100%	100%	The Department has completed filling all command staff positions.
Review, update and drill emergency management protocols and training at least once per calendar year.	Percent of emergency management protocols reviewed and updated (if necessary).	Police	0%	25%	100%	100%	The Department has complete the review of all emergency management protocols and updated those that were identified as needing enhancement.
Develop a relationship with Stetson University, Daytona State University, and Embry Riddle University to recruit quality new hires before the end of the fiscal year.	Recruiting relationship with local institutions of higher learning developed.	Police	No	No	Yes	Yes	The Department has begun recruiting relationships with Daytona State, East Florida State, Embry Riddle and Stetson University.

MEASURES BY DEPARTMENT							
Hold at least six “meet and greet” events in the public to increase dialogue during the fiscal year.	Number of meet and greet events held.	Police	3	12	28	6	16 events were held in the 3rd quarter for a total of 28 by the end of June.
Prepare for and obtain the Commission on Accreditation for Law Enforcement Agencies (CALEA) Accreditation.	CALEA accreditation obtained.	Police	No	Yes	Yes	Yes	
Outcome statement	Measure	Department	Q1	Q2	Q3	Annual Target	Notes
Increase capacity for water filtration and disposal by 100,000,000 gallons by the end of the fiscal year.	Increased capacity for water filtration and disposal.	Public Utilities	100,000,000	100,000,000	100,000,000	100,000,000	The reclaimed lakes project was finished on time and provided for the increase in capacity.
Begin phase one of the utilities master plan by the end of the fiscal year.	Phase 1 started.	Public Utilities	No	No	No	Yes	This project is on hold pending the hiring of a new department director.
Complete phase 1 of septic tank impact analysis before the end of the fiscal year.	Phase 1 complete.	Public Utilities	No	No	No	Yes	The Department expects to initiate a proposal for a study before the end of the 4th quarter, which will lead into funding requests for next fiscal year.
Reduce annual turnover for the department below the 2015 mark of 13.	Turnover.	Public Utilities	1	3	3	<13	There were 3 seperation in empolymnt this quarter some were for better pay, some seperations were for personal reasons.
Increase the number of available training hours for employees.	Total number of training hours available to staff.	Public Utilities	0	979	735	>0	Training completed in the 3rd quarter: 1. Successor Training: 384 total hours 2.In-house training: 159 hours 3. Formal Training: 192 hours
Create incentives for value added licensing by the end of the fiscal year.	Incentives for value added licenses created.	Public Utilities	No	No	No	Yes	Financial incentives must be negotiated in the PEA contract, which is up for negotiation beginning in the 3rd quarter. However, another unit may take its place and delay neogitiaions further.

MEASURES BY DEPARTMENT							
Obtain at least one utility related award for programs and performance and recognition through professional organizations by the end of the fiscal year.	Number of professional award recognitions received.	Public Utilities	0	1	1	1	The Department was awarded the Florida Department of Environmental Protection (FDEP) 2015 Water Plant Excellence Award. A second award for the Florida Section of the American Water Works Association (FS/AWWA) was awarded in the 3rd quarter.
Review all standard operating procedures by the end of the fiscal year.	Percent of department standard operating procedures reviewed.	Public Utilities	0%	17%	17%	100%	This project has been delayed by the vacancy of the prior department director.
Outcome statement	Measure	Department	Q1	Q2	Q3	Annual Target	Notes
Submit contract for Stormwater Master Plan development to City Council for approval and award before the end of the fiscal year.	Stormwater Master Plan contract submitted to City Council.	Public Works	No	No	No	Yes	Contract award for a Stormwater Master Plan is anticipated in the 4th quarter.
Gather at least 10% inventory and condition assessment data annually for use in infrastructure preventive maintenance for at least 1 infrastructure (streets, sidewalks, stormwater drainage systems, etc.).	Percentage of inventory and condition data gathered for at least 1 infrastructure.	Public Works	0%	0%	0%	10%	An RFP to select a firm to gather street inventory and condition data is anticipated in the 4th quarter. Also, two positions were approved for reclassification in the 3rd quarter to Engineering Inspectors. Once filled, the positions will provide in-house infrastructure data gathering services among other duties.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/16/2016

Consent item: No

SUBJECT: Expires 9/30/16 Approval of Annual Contract with the Port Orange South Daytona Chamber of Commerce for Economic Development Services

DEPARTMENT: City Manager

GOAL: 3 - Economic Development

OBJECTIVE: N/A

RECOMMENDED MOTION: Move to approve agreement for services between the City and the Port Orange/South Daytona Chamber of Commerce.

SUMMARY: For a number of years the City has had an agreement with the Port Orange/South Daytona Chamber of Commerce under which the Chamber provided certain specified business development services for the City. The attached proposed agreement would continue those services until September 30, 2017. The Agreement is subject to cancelation by either party upon thirty (30) days notice.

The contract stipulates that City shall pay the Chamber \$20,000 for the work performed under the contract. Such compensation shall be payable in quarterly payments of \$5,000.00 each, in advance on the first day of October, January, April and July.

Funding is contingent upon approval of the FY17 budget.

Project No.: Funding Account No.: 001-1100-511.31-13

ATTACHMENTS:

1.	Annual Contract with Chamber of Commerce	CHAMBER SERVICES AGREEMENT FY 2017.pdf
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Alan Rosen
Tracey Riehm
Margaret Roberts
M. Jake Johansson
Robin Fenwick

Created/Initiated - 08/09/2016
Approved - 08/10/2016
Approved - 08/12/2016
Approved - 08/12/2016
Final Approval - 08/12/2016

CHAMBER SERVICES AGREEMENT

This Agreement is made this _____ day of August, 2016 by and between the **City of Port Orange**, a Florida municipal corporation (hereinafter “**City**”) and the **Port Orange/South Daytona Chamber of Commerce**, a Florida not-for-profit corporation (hereinafter “**Chamber**”) and in consideration of the mutual conditions and covenants contained herein, the parties agree as follows:

1. Services. The Chamber shall provide the services as outlined on Attachment A, which are hereby incorporated by reference and made a part of this Agreement.

2. Term. This Agreement shall be for a term of one (1) year commencing on October 01, 2016 and ending on September 30, 2017.

3. Compensation. The City shall pay the Chamber for the work performed hereunder the total sum of \$20,000.00. Such compensation shall be payable in quarterly payments of \$5,000.00 each, in advance on the first day of October, January, April and July.

4. Termination. Either party may terminate this Agreement thirty (30) days after receipt by the other party of written notice of intent to terminate.

5. Governing Law and Venue. This Agreement, the rights and obligations of the parties hereto, any and all claims or disputes relating thereto, shall be exclusively governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute under this Agreement shall exclusively be in the state courts of competent jurisdiction sitting in Volusia County, Florida.

6. Indemnity. The Chamber will indemnify and hold harmless the City from and against all claims, damages, injuries, liabilities, losses and expenses, including reasonable attorney’s fees and costs, arising out of or resulting from the performance of its operations under this Agreement.

7. Notices. All notices required to be given by either party shall be in writing addressed to the other party as follows, and delivered by certified mail, return receipt requested, or in person:

CITY: City Manager
1000 City Center Circle
Port Orange, FL 32129

CHAMBER: Executive Director
Port Orange/South Daytona Chamber of Commerce, Inc.
3431 Ridgewood Avenue
Port Orange, FL 32119

8. Contract Administration. The assistant city manager shall perform contract administration of this Agreement.

9. Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

10. Severability. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained in this Agreement.

11. Waiver. No waiver of any breach of any agreement or provision in this Agreement shall be deemed a waiver of any preceding or succeeding breach of this Agreement. No extension of time or performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act.

12. Entire Agreement. This Agreement represents the entire agreement of the parties with respect of the subject matter of this Agreement, and all other prior agreements, written or oral, are hereby merged in this Agreement and are of no further force of effect. This Agreement may not be changed orally, but only by agreement in writing, signed, by the party against whom enforcement of any waiver, change, modification or discharge is sought.

13. Interpretation. It is the express agreement of the parties under the

circumstances calling for the construction of interpretation of any of the provisions or terms herein, that this Agreement shall not be construed against a party by reason of responsibility for its drafting.

City of Port Orange

By: _____
Allen Green, Mayor

And: _____
Michael H. Johansson, City Manager

Port Orange/South Daytona Chamber of Commerce

By: _____
Debbie Connors, Executive Director

And: _____
Raymond M. Donadio, Jr., President

APPROVED AS TO FORM:

Matthew J. Jones
Deputy City Attorney

ATTACHMENT A
SERVICES TO BE PROVIDED

The following list of services are grouped into goal areas and include measures that are to be reported quarterly

- **Provide technical assistance to the City on issues impacting economic development and small business**
 1. Continue to coordinate advisory task forces to work with the City at the City's request on issues impacting small business and assist the City in reviewing issues directly affecting the business community.
 - Number of active advisory task forces
 2. Work with the City, Team Volusia and the Volusia County Business Development Corporation to follow up on business prospects visiting the area.
 - Percent of follow-ups with business prospects who visited Port Orange
 3. Organize business owners from Ridgewood Avenue to participate in the City's activities to promote economic development in the Ridgewood corridor. Work with the Port Orange Community Development Director to update and accomplish the Ridgewood Corridor Plan adopted by the City.
 - Specific activities to promote development on the Ridgewood Corridor.
 4. Recruit members for involvement in City committees, boards and activities affecting growth and development in the area.
 - Number of candidates the Chamber proposed for recruitment on City committees, boards, and activities when made aware of opportunities
- **Provide technical assistance to businesses and the public on issues impacting economic development and small business**
 1. Conduct monthly visits to local businesses within Port Orange to offer assistance and resources. Update current Business Resource Guide and distribute to local businesses.
 - Number of City businesses visited each month and Resource Guides distributed.
 2. Conduct at least one (1) small business development seminar or program quarterly to assist area businesses.
 - Number of small business seminars conducted each quarter
 3. Assist in planning a business expo or other project or event for Port Orange Family Days
 - Did the Chamber assist in planning a business expo, and did the Chamber assist with Port Orange Family Days Expo?

4. In conjunction with the City, develop and cosponsor at least one (1) conference or seminar for small businesses interested in: providing services to the City, learning about the City's permitting processes, or other issues pertaining to enhancing the relationship between the City and the business community.
 - Number of conferences or seminars developed or cosponsored with the City for small businesses
 5. Maintain the Leadership Training Program to encourage individuals to become involved in the Chamber and the community.
 - Number of individuals completing the Leadership Training Program
 6. Provide information on the community for people visiting or relocating to the City
 - Number of inquiries received including walk-ins, calls and referrals
 7. Maintain current business tax list issued by the City in order to determine all possible businesses eligible for Chamber membership and assistance.
 - Did the Chamber maintain a current business tax list?
 8. Receive and process complaints on businesses located in the City.
 - Number of complaints received and processed
- **Provide services to the City**
 1. Provide a page for the City of Port Orange in the Community and Business Guide every year.
 - Did the Chamber provide a page to the City in the Community Business Guide?
 2. Maintain an area web page that will be hyperlinked to the City web page and Team Volusia web page.
 - Did the Chamber maintain an area web page with links to the City and Team Volusia web pages?
 3. Make the Riverside Pavilion available to the City when not in use and when needed for City functions.
 - Did the Chamber make the Riverside pavilion available to City when not in use?
 4. Provide copies of the chamber newsletter to the Mayor, City Council Members, and City Manager.
 - Did the Chamber provide copies of the monthly newsletters to the Mayor, City Council, and City Manager?
 5. Develop and distribute informational materials for economic development purposes.
 - Number of informational materials distributed
 - **Foster continuous communication with the City**

1. Provide an opportunity for City officials to speak during at least one (1) chamber program annually.
 - Number of chamber programs where City officials were invited to speak
2. Provide updates to the City on activities in other communities through chamber meetings and activities with other chambers.
 - List of joint meetings or activities attended
3. Provide reports to the City Council at Council's request, but not more frequently than quarterly detailing the services provided to the City within the reporting period. Reports should include updates on the objectives and measures included in this agreement.
 - Number of reports provided to City Council
4. Meet with the City Manager and Council Liaison monthly to maintain lines of communication between the Council and the Chamber.
 - Number of meetings with City Manager and Council Liaison
5. Provide at least two (2) forums annually for the business community to meet with local elected officials.
 - Number of forums provided for business community to meet local elected officials