

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT is made as of this 23RD day of MAY, 2018, between the City of Coral Gables (hereinafter called the "City"), and Tetra Tech, Inc., (hereinafter called the "Professional").

RECITALS

WHEREAS, the City desires to enter into an agreement with the Professional to provide Disaster Debris Monitoring Services ("Services"); and

WHEREAS, the City having investigated the qualifications of the Professional to perform the Services herein contemplated and found those qualifications satisfactory; and

WHEREAS, the Professional having examined the scope of the services required hereunder and having expressed desire and willingness to provide such services and having presented qualifications to the City in support of those expressed desires; and

WHEREAS, the Professional agrees to accept this Agreement upon the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, the City agrees to retain the Professional for a three (3) year period to provide Disaster Debris Monitoring Services to the City. However, this period may be extended at the sole discretion of the City (through the City Manager) for two (2) additional two (2) year periods, subject to negotiations of rates for each renewal term of the contract, pursuant to Procurement Code Section 2-687(h)(3) entitled "Competitive Sealed Proposals; Award".

I. GENERAL PROVISIONS

This Agreement incorporates and supersedes all previous agreements, written and oral, and all prior and contemporaneous communications between the parties, regarding this subject. The City reserves the right to initiate change to any provision of this Agreement. All such changes shall be accomplished only by mutually signed Amendments.

The Professional shall perform the Services in accordance with the requirements stated in the Scope of Services, which is attached hereto and incorporated herein as Exhibit A, and as may be specifically designated and authorized by the City.

1.1 **Engagement.** The City agrees to engage the Professional for a period specified in paragraph 1.2, and the Professional agrees to accept such engagement and to perform such services for the City upon the terms, and subject to the conditions set forth herein.

1.2 **Agreement Period.** The terms of the Agreement (the "Professional Period") shall commence within ten (10) days of the execution date of the agreement and shall continue thereafter for a three (3) year period. This period may be extended upon mutual agreement between the City (through the City Manager) and the

Professional for two (2) additional two (2) year periods, subject to negotiations of rates for each renewal term of the contract, pursuant to Procurement Code Section 2-687(h)(3) entitled "Competitive Sealed Proposals; Award" or until terminated by the City upon 30 days written notice to the Professional, in accordance with the notice requirements contained in Section XIII.

1.3 Priority of Interpretation. The Code and any City resolutions take precedence over this agreement and its exhibits. This document without exhibits is referred to as the "Base Agreement." In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, service, or other work, or otherwise, between the Base Agreement and the exhibits, or between exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Base Agreement, and then to the exhibits according to the following priority:

- a) Scope of Services – Exhibit A
- b) Compensation – Exhibit B
- c) City Resolution and applicable Code provisions - Exhibit C
- d) City Request for Proposal ("RFP") 2018-001 – Exhibit D
- e) Professional's Response to RFP – Exhibit E
- f) Insurance Certificates – Exhibit F
- g) Sample Notice to Proceed (NTP) – Exhibit G
- h) 2 C.F.R. s. 200.317 – s. 200.326 – Exhibit H
- i) Professionals' Pre-Hurricane Season Checklist – Exhibit I
- j) Main Points of Contact – Exhibit J

1.4 Duties and Responsibilities. During the Agreement Period, the Professional shall provide the Services in accordance with the requirements outlined in Exhibit A of the Agreement. No work shall commence without a written Notice to Proceed (NTP) or Purchase Order (PO) to the Professional from the Public Works Director/Designee (herein referred to as the "Contract Administrator") establishing the date on which operations outlined will commence and duration, the scope of work, and a not-to-exceed amount.

1.4.1 Deliverables (Prior to Hurricane Season)

Annually, the Professional shall:

- a) by no later than April 1st of each year, but in any event prior to the start of hurricane season, and at no cost to the City, meet with City personnel to discuss disaster planning and preparations.
- b) submit to the City for review and approval a mobilization plan outlining timeframes, tasks, and deliverables.
- c) request from the City the information outlined in the Pre-Hurricane Season Checklist, attached hereto as Exhibit I
- d) provide updated contact information for the Project Management Team, as defined in Exhibit A of the Agreement. The list shall contain personnel's full name, title, office location, office number, mobile number,

and email address. Additionally, if applicable, the Professional shall provide an updated organizational chart of the Project Management Team and updated credentials for each team member.

- i. A replacement of any team member on the Project Management Team is subject to the approval of the City. Furthermore, the City reserves the right to request a change in the Project Management Team at any time throughout the duration of the contract.
- ii. The Professional and City's main points of contact are outlined in Exhibit J of this Agreement.

1.5 Background Investigation. The Professional agrees that all employees of the Professional may be subject to an annual Level 2 background investigation.

1.6 Polygraph Examination. The Professional agrees to submit to polygraph examinations at the request of the Contract Administrator.

1.7 Medical, Drug Screening and Check-ups. All Professionals, their employees, agents and sub consultants must satisfactorily complete the City's pre-placement medical and drug screening examinations and be certified as drug free as well as abide by the City's Drug Free Work Place Policy at Professional's expense. The City may require that the Professional and/or their employees, agents and sub consultants performing Services for the City submit to a yearly medical and drug screen examination, at Professional's expense.

Additionally, Professional agrees that in accordance with the Drug Free Workplace Act of 1988 (Pub 1 100-690, Title V, Subtitle D) that by entering into a contract exceeding \$100,000 involving federal funding, it must comply with all Federal Drug Free Workplace requirements in accordance with the Act.

1.8 Drug Testing. The Professional agrees to submit to unannounced drug testing at the request of the Contract Administrator.

1.9 Driver's License. At City's option, the Professional must provide a valid Florida Driver's License or appropriate commercial driver's license for each employee, agent or sub consultant and be willing and able to operate any required vehicles as authorized by the City. Evidence of compliance with the Defensive Driving Course must be submitted to the City prior to operating a City vehicle or any vehicle where patrons or children are passengers. Individuals must be approved by the Risk Management Division of the City prior to the operation of a City owned vehicle and/or privately owned vehicles while conducting City business. The City reserves the right to request the employee/agent's driving record from the State of Florida, at Professional's expense.

1.10 Confidential Information. The Professional agrees that any information received by the Professional for the City and in providing Services in accordance with this Agreement which is not publicly available, shall not be revealed to any other persons, firm or organizations. The Professional further agrees that it will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by FEMA or is considered sensitive consistent

with applicable Federal, state, and/or local laws regarding privacy and obligations of confidentiality.

1.11 Most Favored Public Entity. The Professional represents that the prices charged to City in this Agreement do not exceed existing prices to other customers for the same or substantially similar items or services for comparable quantities under similar terms and conditions. If Professional's prices decline, or should Professional, at any time during the term of this Agreement, provide the same goods or services to any other customer at prices below those set forth herein, then such lower prices shall be immediately extended to the City.

II. PROFESSIONAL SERVICES

2.1 Basic Services. The duties and responsibilities are outlined in Section 1.4 of the Agreement.

2.2 Reporting. The Professional shall comply with the necessary reporting requirements as outlined by the Contract Administrator for review. In addition, the Professional shall submit a monthly report to the Contract Administrator, which shall include detailed information regarding the activities of the Professional during the previous month.

2.3 Availability of Professional. The Professional shall make all documents available 24 hours a day, 7 days a week, 365 days a year, in order to satisfy the City's emergency demands for continued, non-interrupted service.

III. COMPENSATION

3.1 Basic Compensation. In full consideration of the Services of the Professional hereunder, the Professional shall be paid in accordance with the Compensation Schedule attached hereto and incorporated herein as Exhibit B. The City reserves the right to contract with the Professional for additional services, not originally outlined in Exhibit A. Additional services shall be compensated at rates stipulated in Exhibit B. Reimbursement for equipment, material and for subcontracted services not stipulated in Exhibit B shall be included in the formal written proposal for additional services and will be considered on a case-by-case basis. If applicable, the additional services shall be added to the agreement via a mutually signed Amendment. Any increase in the agreed upon amount shall be approved by the Procurement Division or designee, and shall be in accordance with applicable City, State, and Federal regulations.

3.2 Expenses. As part of, and in addition to the basic compensation described in this Agreement, the City shall provide the Professional with no additional compensation for any services performed in fulfilling the requirements of this Agreement. All additional requested expenses must be pre-approved through the Contract Administrator.

3.3 Not to Exceed. The maximum contract sum payable by the City to Professional for Services performed under this Contract shall not exceed the dollar amount stipulated in the Notice to Proceed (NTP) or Purchase Order (PO). The not-to-exceed amount may be adjusted depending on the severity of the disaster. In such case,

the NTP/PO will be amended accordingly in writing by the City (through the Contract Administrator). If Professional continues working after reaching the not-to-exceed amount, it will proceed at its own risk.

IV. INDEPENDENT CONTRACTOR AND PROFESSIONAL HOLD HARMLESS PROVISIONS

4.1 Independent Contractor and Professional. The Professional acknowledges entering into this Agreement as an independent Contractor and Professional, and that the Professional shall therefore be responsible for the deposit and payment of any Federal Income Taxes, FICA, Unemployment Taxes or any similar fees or taxes that become due, and shall be responsible for the collection and payment of all withholdings, contributions and payroll taxes relating to Professional's services, or those of employees of the Professional. The City shall not withhold from sums payable to the Professional, any amount whatsoever for Federal Income Taxes, FICA, Unemployment Insurance Taxes or any similar fees or taxes. The Professional, their employees or agents, will not be considered an employee of the City or entitled to participate in plans, distributions, arrangements or other benefits extended to City employees.

4.2 Agency. Nothing herein shall imply or shall be deemed to imply an agency relationship between the City and Professional.

4.3 Professional warrants that it fully complies with all Federal Executive Orders, statutes and regulations regarding the employment of undocumented workers and others and that all employees performing work under this Agreement meet the citizenship or immigration status requirements set forth in Federal Executive Orders, statutes and regulations. Professional shall indemnify, defend, and hold harmless City, its officers and employees from and against any sanctions and any other liability which may be assessed against Professional or City in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of any persons performing work hereunder.

4.4 The employees and agents of each party, shall while on the premises of the other party, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

4.5 Indemnification and Hold Harmless. To the fullest extent permitted by laws and regulations, the Professional shall defend, indemnify, and hold harmless the City, its elected and appointed officials, attorneys, administrators, consultants, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other Professional's and court and arbitration costs) arising out of or resulting from the performance of the work and caused in whole or in part by any willful, intentional, reckless, or negligent act or omission of Professional, any sub consultant, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable. The parties expressly agree that this provision shall be construed broadly, and Professional's obligations to pay for the City's legal defense hereunder shall arise and be fully enforceable when Professional (or any sub consultant or any person or organization directly or indirectly employed by Professional) is alleged to have acted willfully, intentionally, recklessly, or negligently in the performance of the work required under this Agreement. Any failure of

Professional to comply with the terms of this provision shall be deemed a material breach of this Agreement and may subject Professional to debarment from consideration for future award of city contracts pursuant to Section 2-912(b)(4) of the City of Coral Gables Code of Ordinances. This provision shall survive termination of the Agreement.

4.5.1 In any and all claims against the City or any of its elected and appointed officials, consultants, agents, or employees by any employee of Professional, any sub consultant, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Professional or any such sub consultant or other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts. Moreover, nothing in this Indemnification and Hold Harmless provision shall be considered to increase or otherwise waive any limits of liability, or to waive any immunity, established by Florida Statutes, case law, or any other source of law.

V. INSURANCE

5.1 Without limiting Professional's indemnification of the City, and during the term of this Agreement, Professional shall provide and maintain at its own expense the below described programs of insurance. Such programs and evidence of insurance shall be satisfactory to the City and shall be primary to and not contributing with any other insurance or self-insurance program maintained by the City. Certificates or other evidence of coverage shall be delivered to:

City of Coral Gables
Insurance Compliance
P.O. Box 100085 – CE
Duluth, GA 30096

Such certificates or other evidence of coverage shall be delivered prior to commencing performance under this Agreement, and shall specifically identify this Agreement, and shall contain the express condition that the City is to be given advance written notice by receipted delivery at least thirty (30) days in advance of any cancellation, non-renewal or material change of the insurance policy.

5.2 The Professional shall maintain during the terms, except as noted, of this Agreement the following insurance:

a. **Professional Liability Insurance** with a limit of liability no less than \$1,000,000 per occurrence with a deductible per claim, if any, not to exceed 5% of the limit of liability providing for all sums which the Respondent shall become legally obligated to pay as damages for claims arising out of the services performed by the Respondent or any person employed, contracted and/or subcontracted in connection with this Agreement. This insurance shall be maintained for three (3) years after any work covered by this Agreement.

b. **Comprehensive general liability insurance** with broad form endorsement or equivalent, including automobile liability, completed operations and

products liability, contractual liability, severability of interests with cross liability provision, and personal injury and property damage liability with limits no less than \$1,000,000 per occurrence for bodily injury and property damage, and \$2,000,000 in the aggregate. Said policy or policies shall name City as additional insured on a primary and non-contributory basis and shall reflect the hold harmless provision contained herein.

c. **Worker's Compensation Insurance** for all employees of Professional as required by Florida Statutes Section 440, and employer's liability insurance with limits not less than, \$1,000,000

d. **Automobile Liability insurance** covering all owned, non-owned and hired vehicles used in connection with the performance of the work in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

e. Other (or increased amounts of) insurance which City shall from time to time deem advisable or appropriate. Such new or additional insurance to be effective as of the sooner of ninety (90) days after notice thereof or the next annual renewal of any policy being increased (as applicable).

f. All policies shall contain waiver of subrogation, except Professional Liability, against City where applicable, and shall expressly provide that such policy or policies are primary over any other collective insurance the City may have.

g. All of the above insurance is to be placed with insurance companies with an A.M. Best or equivalent rating of "A-", "VI" or better, qualified to do business under laws of the State of Florida.

h. Except for Worker's Compensation and Professional Liability, the City shall be named as an additional insured on a primary and non-contributory basis under such policies. Said policies shall contain a "severability of interest or "cross liability" clause without obligation for premium payment of the City. The City reserves the right to request a copy of required policies for review.

i. All insurance policies shall provide for thirty (30) days [ten (10) days for non-payment of premium] advance written notice to City prior to cancellation, non-renewal or material change.

j. The Professional shall furnish Certificates of Insurance to the Risk Management Division of the Human Resources Department prior to the commencement of operations or policy termination, which certificates shall clearly indicate that the City is named as and additional insured on a primary and non-contributory basis and that the Professional has obtained insurance in the type, amount and classification required for strict compliance with this Section and that no material change, cancellation or non-renewal of this insurance shall be effective without thirty (30) days advance written notice to the City.

5.3 Failure on the part of the Professional to obtain and maintain all required insurance coverage is a material breach upon which the City may, in its sole discretion, immediately suspend Professional's performance or terminate this Agreement.

VI. SOVEREIGN IMMUNITY

6. The Professional acknowledges that the Florida Doctrine of Sovereign Immunity bars all claims by Professional against the City other than claims arising out of this Agreement. Specifically, the Professional acknowledges that it cannot and will not assert any claims against the City, unless the claim is based upon a breach by the City of this Agreement. The Professional acknowledges that this Agreement in no way estops or affects the CITY's exercise of its regulatory authority. In addition, the CITY retains the full extent of its sovereign immunity in relation to the exercise of its regulatory authority. The PROFESSIONAL acknowledges that it has no right and will not make claim based upon any of the following:

- a. Claims based upon any alleged breach by the CITY of implied warranties or representations not specifically set forth in this Agreement, as the parties stipulate that there are no such implied warranties or representations of the CITY. All obligations of the CITY are only as set forth in this Agreement;
- b. Claims based upon negligence or any tort arising out of this Agreement;
- c. Claims upon alleged acts or inaction by the City, its commissioners, attorneys, administrators, consultants, agents, or any CITY employee;
- d. Claims based upon an alleged waiver of any of the terms of this Agreement unless such waiver is in writing and signed by an authorized representative for the CITY and PROFESSIONAL.

VII. STANDARD OF CARE

7.1 The Professional shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a comparable Professional under similar circumstances and the Professional shall, at no additional cost to the City, re-perform services which fail to satisfy the foregoing standard of care.

7.2 The Professional warrants that all services shall be performed by skilled and competent personnel to the highest Professional standards in the field.

7.3 The parties acknowledge that PROFESSIONAL was selected by the City, in part, on the basis of the qualifications of particular staff identified in the PROFESSIONAL's response to the City's solicitation. The PROFESSIONAL shall ensure that this staff is available for work hereunder as long as the staff is employed by the PROFESSIONAL. Throughout the term of the agreement, the City reserves the right to approve/reject the re-designation of any of the PROFESSIONAL's staff assigned to the City.

VIII. NON-DISCRIMINATION

8.1 EEO and ADA: The Professional must be and remain in compliance with all local, state and federal Equal Employment Opportunity (EEO) and American Disabilities Act (ADA) requirements.

8.2 It is understood that the Professional shall not discriminate against any employee in the performance of the contract with respect to hire, tenure, terms, conditions or privileges of employment, or any other matter directly or indirectly related

to employment because of age, marital status, race, color, religion, national origin, sex, or disability.

8.3 City Policy Regarding Conduct. All Professionals, their employees, agents and sub consultants must abide by the City's policies regarding conduct. Discrimination, harassment, and/or violations of City policies will not be tolerated and are grounds for termination of the Agreement without harm to the City or its employees.

8.4 (As per Executive Order 11246) The Professional may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The Professional agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

8.5 **Davis-Bacon Act:** If applicable to this contract, the Professional agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). All Professionals are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Professional must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the City will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

IX. CONFLICT OF INTEREST

9.1 The Professional represents that it has provided a list of all current clients subject to the jurisdiction of the City. Any potential or actual conflict between private interests and responsibilities under this Agreement shall be immediately disclosed to the City. The Professional agrees that it will not enter into any agreements during the term of this Agreement to provide services for any person or corporation who applies for a permit or other development approval from the City. Upon request of the Professional, and full disclosure of the nature and extent of the proposed representation, the City Manager or his designee shall have the authority to authorize such representation during the term of this Agreement.

X. CONFIDENTIALITY

10.1 Subject to the requirements of Chapter 119 of the Florida Statutes, no reports, information, computer programs, documentation, and/or data given to or prepared or assembled by the Professional under this Agreement shall be made available to any individual or organization by the Professional without prior written approval of the City.

XI. OWNERSHIP OF DOCUMENTS

11.1 Any and all documents, records, disks, or other information shall become the property of the City for its use and/or distribution as may be deemed appropriate by the City.

XII. TRUTH-IN-NEGOTIATION CERTIFICATE

12.1 Execution of this Agreement by the Professional shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

12.2 The said rates and costs shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete, or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The City shall exercise its rights under this "Certificate" within one (1) year following payment.

XIII. NOTICE

13.1 Any notice, request, instruction or other document required or permitted to be given hereunder by either party hereto to the other shall be in writing, and delivered personally, or sent by certified or registered mail, postage prepaid, return receipt requested, to the address set forth for such party at the bottom of this Agreement. Any notice so given shall be deemed received when personally delivered or three (3) business days after mailing. Any party may change the address to which notices are to be sent by giving notice of such change of address to the other party in the manner herein provided for giving notice. Notice as to the City of Coral Gables shall be to:

City Manager
City of Coral Gables
405 Biltmore Way
Coral Gables, FL 33134

cc: City Attorney

Notice as to the Professional shall be to:

Tetra Tech, Inc.
Attention: Ms. Betty Kamara, Contracts Administrator
2301 Lucien Way, Suite 120
Maitland, Florida 32751
Phone: 407-803-2551
Email: betty.kamara@tetrattech.com

XIV. DEFAULT AND TERMINATION

14.1 The City may terminate this Agreement for convenience at any time by providing thirty (30) days written notice to the Professional. In the event of a termination

for convenience, the Professional shall be paid for all services performed through the date of termination (subject to applicable setoff rights) and the Professional shall not be entitled to any other compensation or damages from the City.

In the event of a termination for cause, due to the Professional's failure to perform in accordance with the terms of this Agreement or the Professional's repudiation of this Agreement by word or conduct, the City may immediately terminate the Agreement, if after notifying the Professional in writing, the Professional does not correct the deficiencies to the satisfaction of the City within seventy-two (72) hours of such notice. Such notice shall provide reasonable specificity to the Professional of the deficiency that requires correction. If the deficiency is not corrected within such time period, the City may either (1) immediately terminate the Agreement or (2) take whatever action is deemed appropriate to correct the deficiency. In the event the City chooses to take action and not terminate the Agreement, the Professional shall, upon demand, promptly reimburse the City for any and all costs and expenses incurred by the City in correcting the deficiency.

If the City terminates the Agreement, the City shall notify the Professional of such termination in writing, with instruction to the effective date of termination or specify the state of work at which the Agreement is to be terminated. Upon receipt of a final termination or suspension notice, Professional shall proceed promptly to carry out the actions required in such notice.

The Professional shall be paid any sums otherwise due and owing under this Agreement only after City has completed the work called for by this Agreement with other forces, and has deducted the cost of such work, and any other damages payable to City, from any contract balance otherwise due and owing to the Professional under this Agreement. If, after notice of termination for cause, it is determined for any reason that Professional was not in default, the rights and obligations of the City and the Professional shall be the same as though the termination had been a termination for convenience. In no event shall the City be liable to Professional for lost profits on any work not performed, overhead, or any other type of consequential, special or indirect damages, and Professional hereby waives the same. Professional may terminate this Agreement due to the City's failure to comply with the material terms of this Agreement after giving City thirty (30) days written notice of its purported default and a reasonable opportunity to cure. Upon termination of this Agreement, all schematics, designs, plans, specifications, documents, records, disks, or other information (including electronic copies) produced or developed by Professional or sub consultants, whether finished or not, shall become City property. Failure to timely deliver the documentation shall be cause to withhold any payments due, without recourse by the Professional, until all documentation is delivered to the City.

XV. UNCONTROLLABLE FORCES

15.1 Neither the City nor Professional shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It

includes, but is not limited to, fire, flood, earthquake, storm, lighting, epidemic, war, riot, civil disturbance, sabotage, and governmental action.

15.2 Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

XVI. MODIFICATION

16.1 This Agreement may not be amended or modified unless in writing and signed by both parties. In order to be eligible for FEMA assistance under a FEMA grant or cooperative agreement, the cost of a change, modification, or change order must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of the scope. A cost or price analysis shall be performed when making contract modifications.

XVII. ASSIGNMENT AND SUBCONTRACTING

17.1 This Agreement and the rights of the Professional and obligations hereunder may not be assigned, delegated or subcontracted by the Professional without the express prior written consent of the City. Any assignment, delegation or subcontract without such express prior written consent shall be null and void and shall constitute a material breach of this Agreement, upon which the City may immediately terminate the Agreement in accordance with the provisions of paragraph 13.1 (Termination by Default). The City may assign its rights, together with its obligations hereunder.

XVIII. AUDITS

18.1 The Professional shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Professional shall maintain adequate records to justify all charges and costs incurred in performing the services for at least three (3) years after completion of this Agreement. Professional shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. Professional agrees that City, or its authorized representatives, the Government Accountability Office, the Comptroller General of the United State, FEMA or any of their duly authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement. All financial records, timecards and other employment records, and proprietary data and information shall be kept and maintained by Professional and made available to the City during the terms of this Agreement and for a period of three (3) years from the date set forth in 2 CFR §200.333. All such materials shall be maintained by Professional at a location in Miami-Dade County, Florida, provided that if any such material is located outside Miami-Dade County, then, at City's option Professional shall pay City for travel, per diem, and other costs incurred by City to examine, audit, excerpt, copy or transcribe such material at such other location. The City shall have access to

such books, records, and documents as required in this section for the purpose of inspection or audit during normal working business hours at the Professional's place of business.

In the event that an audit is conducted by Professional specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by Professional, then Professional shall file a copy of the audit report with the City's Auditor within thirty (30) days of Professional's receipt thereof, unless otherwise provided by applicable Federal or State law. City shall make a reasonable effort to maintain the confidentiality of such audit report(s).

Failure on the part of Professional to comply with the provisions of this Paragraph shall constitute a material breach upon which the City may terminate or suspend this Agreement.

18.2 City Audit Settlements. If, at any time during or after the term of this Agreement, representatives of the City conduct an audit of Professional regarding the work performed under this Agreement, and if such audit finds that City's dollar liability for any such work is less than payments made by City to Professional, then the difference shall be either repaid by Professional to City by cash payment upon demand or, at the sole option of City, deducted from any amounts due to Professional from City. If such audit finds that City's dollar liability for such work is more than the payments made by City to Professional, then the difference shall be paid to Professional by cash payment.

XIX. AVAILABILITY OF FUNDS

19.1 The obligations of the City under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the City Commission.

XX. COMPLIANCE WITH LAWS

20.1 In performance of the Services, the Professional will comply with applicable regulatory requirements, including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria, and standards. It shall be the responsibility of the Professional to obtain and maintain, at no cost to the City, any and all license and permits required to complete the Services provided pursuant to this Agreement.

20.2 Conflict of Interest. Professional covenants that no person employed by the Professional which exercises any functions or responsibilities in connection with this Agreement has any personal financial interests direct or indirect with the City. Professional further covenants that, in the performance of this Agreement, no person having a conflicting interest shall be employed. Any such interests on the part of Professional or its employees must be disclosed in writing to City.

Professional is aware of the conflict of interest code of the City of Coral Gables, the Conflict of Interest and Code of Ethics of Miami-Dade County, Florida, Section 2-11.1 et seq., and the Ethics Laws of the State of Florida, and agrees that it shall fully comply in all respects with the terms of said laws.

20.3 Clean Air Act.

a. The Professional agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

b. The Professional agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Professional agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

20.4 Federal Water Pollution Control Act.

a. The Professional agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

b. The Professional agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Professional agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

20.5 Federal Suspension and Debarment. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Professional is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

a. The Professional must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

b. This certification is a material representation of fact relied upon by the City. If it is later determined that the Professional did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.

c. The Professional agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Professional further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

20.6 Byrd Anti-Lobbying Amendment. Professionals who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

20.7 Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Professional will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives, including those set forth in Exhibit G.

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

20.9 UTILIZATION OF MINORITY / WOMEN'S / LABOR SURPLUS FIRMS
The Professional must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime contractor will require compliance by all sub-contractors. Prior to contract award, the contractor shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities

20.10 Energy Policy and Conservation Act (43 U.S.C. §6201) The Professional shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

XXI. FEDERAL AND STATE TAXES

21.1 The City is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the City will provide an exemption certificate to the Professional. The Professional shall not be exempted from paying sales tax to its suppliers for materials to fulfill the contractual obligations with the City, nor shall the Professional be authorized to use the City's Tax Exemption Number in securing such materials.

XXII. SUCCESSORS AND ASSIGNS

22.1 The City and the Professional each binds itself and its partners, successors, assigns, and legal representatives to the other party to this Agreement and to its partners, successors, executors, administrators, assigns, and legal representatives. The Professional shall not assign this Agreement without the express written approval of the City via executed amendment.

XXIII. CONTINGENT FEES

23.1 The Professional warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Professional, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Professional, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

XXIV. ENTIRETY OF AGREEMENT

24.1 The City and the Professional agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the City and the Professional pertaining to the Services, whether written or oral. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

XXV. COUNTERPARTS

25.1 This Agreement may be executed simultaneously in several counterparts, each of which will be an original, but all of which together will constitute one and the same instrument.

XXVI. WAIVER

26.1 A waiver by either the City or the Professional of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

XXVII. SEVERABILITY, SURVIVAL

27.1 If any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall nevertheless be binding upon the parties with the same effect as though the void or unenforceable provision had been severed and deleted.

XXVIII. GOVERNING LAW AND VENUE

28.1 The laws of the State of Florida shall govern this Agreement. Any and all legal action necessary to enforce the Agreement will be held in Miami-Dade County, and the Agreement will be interpreted according to the laws of Florida.

28.2 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way effect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement, and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

28.3 The provisions of this section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.

XXIX. TIME IS OF THE ESSENCE

29.1 Time is of the Essence. If any anticipated or actual delays arise, Professional shall immediately so notify the City. Regardless of notice if services or deliveries are not made at the time agreed upon, the City may, at its sole discretion, terminate this Agreement and proceed pursuant to Paragraph 14.1 (Termination by Default).

XXX. WAIVER OF TRIAL BY JURY

30.1 THE PARTIES TO THIS AGREEMENT HEREBY AGREE TO EXHAUST ALL ADMINISTRATIVE REMEDIES BEFORE FILING A LAWSUIT IN CIVIL COURT TO RESOLVE THE DISPUTE. CITY AND PROFESSIONAL HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED UPON THE AGREEMENT, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THE SERVICES TO BE PROVIDED, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF ANY PARTY.

XXXI. FLORIDA PUBLIC RECORDS LAW FLORIDA STATUTES CHAPTER 119, *et seq.*

31.1 Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, shall be kept and maintained in accordance with such Statute. Supplier acknowledges that records and books, not subject to exemption under Chapter 119, may be disclosed and/or produced to third parties by the City in accordance with requests submitted under Chapter 119 or court orders without penalty or reprisal to the City for such disclosure and/or production. Supplier also agrees to assert, in good faith, any relevant exemptions provided for under Chapter 119 for records in its possession on behalf of the City. Furthermore, Supplier agrees to comply with the provisions outlined in Section 119.0701 of the Florida Statutes, the requirements of which are incorporated herein.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-460-5210, cityclerk@coralgables.com, 405 Biltmore Way, First Floor, Coral Gables, FL 33134.

XXXII. ACCESS TO WORKSITE

32.1 The Professional agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the agreement.

XXXIII. DHS SEAL, LOGO, AND FLAGS

33.1 The Professional shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

XXXIV. NO OBLIGATION BY FEDERAL GOVERNMENT

34.1 The Federal Government is not a party to this agreement and is not subject to any obligations or liabilities to the non-Federal entity, Professional, or any other party pertaining to any matter resulting from the contract.

XXXV. WAIVER OF CONSEQUENTIAL DAMAGES

35.1 Professional waives claims against the CITY for consequential damages arising out of or related to this Agreement or its performance including, but not limited to, damages for lost income, profit, lost bonding capacity, financing, business and reputation, or for loss of management or labor productivity, damages incurred for principal office expenses, including the compensation of personnel stationed there, and for anticipated profit on any work not performed by Professional.

XXXVI. PROCUREMENT OF RECOVERED MATERIALS

36.1 Professional must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XXXVII. HEADINGS

37.1 The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of the Agreement.

REMAINDER PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Approved as to Insurance:

[Signature]
David J. Ruiz
Risk Management Division

Approved by Department Head
or head of negotiations team as to
the negotiated business terms

[Signature]
Eduardo Santamaria
Public Works Director

Approved as to compliance with
Applicable Procurement Requirements:

[Signature]
Celeste S. Walker
Assistant Finance Director for Procurement

Approved as to Funds Appropriation:

[Signature]
Diana M. Gomez,
Finance Director

OK RD 5/15/18

ATTEST:

See attached corporate certificate
Corporate Secretary

Print Name: _____

(SEAL)

(OR)

WITNESSES (2):

[Signature]
Print Name: Betty Kamara, Contracts Manager

[Signature]
Print Name: Stephanie Kilgore, Marketing Specialist

AS TO CITY:

[Signature]
Catherine Swanson-Rivenbark
City Manager

[Signature]
Peter Iglesias
Assistant City Manager

ATTEST:

[Signature]
For Walter J. Foeman
City Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

[Signature]
Miriam Soler Ramos, Esq.
City Attorney

AS TO PROFESSIONAL

[Signature]
~~President~~ Business Unit President

Print Name: Jonathan Burgiel

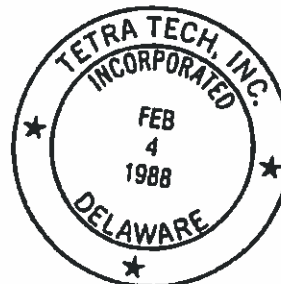


EXHIBIT A
SCOPE OF SERVICES
(RFP SECTION 2 – SCOPE OF SERVICES/WORK)

SECTION 2

Request for Proposals (RFP) No. 2018-001

2.0 SCOPE OF SERVICES/WORK

I. PURPOSE

The City of Coral Gables, Florida ("City") is soliciting proposals for **Disaster Debris Monitoring Services** from a qualified and experienced professional firm ("Proposer"), readily available to provide the services outlined in this solicitation, in accordance with Federal Emergency Management Agency (FEMA) policies, procedures, and directives; Federal law, regulations, and executive orders; and State / Local law and regulations.

The selected/awarded proposer ("Successful Proposer") will be required to provide debris monitors and debris monitoring services to assist the City with the monitoring operations of the disaster debris removal and disposal contractor(s). The debris monitoring services to be provided are contract compliance supervision and inspection, not professional engineering services. Additionally, the Successful Proposer will be required to provide other services such as, but not limited to: damage assessment, training, emergency planning, public assistance consulting services and other services as needed and ordered by the City. Furthermore, the Successful Proposer may be required to facilitate communication with agencies such as: Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Natural Resources Conservation Service (NRCS) the State of Florida and other State, County and/or Federal agencies, coordination with State insurance representatives, pre-event planning, and post-event reconstruction, grant funding, and reimbursement services.

In providing the services solicited here in, the Successful Proposer shall adhere to the latest applicable FEMA policies, procedures, and directives, such as the FEMA Public Assistance Program and Policy Guide FP 104-009-2 / April 2017 as may be amended, updates or replaced from time-to-time. The Proposer shall also adhere to applicable Federal law, regulations, and executive orders; and State / Local law and regulations.

The decision to initiate the Successful Proposer's services will be determined by the City on an event-by-event basis, and is dependent upon, among other factors, the amount and extent of debris requirement removal. The City reserves the right, at its sole discretion, to perform any task contained in this solicitation.

II. SCOPE

A. Disaster Debris Monitoring Services

The Successful Proposer shall provide all management, supervision, labor, logistical support, transportation, and equipment necessary to initiate and to safely and accurately perform all of the City's debris monitoring activities.

The Successful Proposer shall observe day-to-day operations performed by the City's independent debris removal contractor(s) including, but not limited to, tree cutting, stump removal, and removal, reduction, and hauling of construction and demolition debris (C&D), vegetative debris, and any other disaster related debris. The Successful Proposer shall ensure that workers are performing eligible work in accordance with FEMA and all applicable Federal, State, and local regulations. The Scope of Services for Disaster Debris Monitoring shall include, but not be limited to:

- 1) Coordinating daily briefings, work progress, staffing, and other key items with the City.
- 2) Selection and permitting of Temporary Debris Storage and Reduction Site (TDSRS) locations and any other permitting/regulatory issues as necessary.
- 3) Scheduling work for all team members and contractors on a daily basis.
- 4) Hiring, scheduling, and managing field staff.

- 5) Supplying sufficient number of trained debris monitors and trained field supervisors to accommodate:
 - a. the volume of debris to be removed at loading sites and debris management sites or final disposal sites.
- 6) Monitoring recovery contractor's operations and making/implementing recommendations to improve efficiency and speed up recovery work.
- 7) Assisting the City with responding to public concerns and comments.
- 8) Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
- 9) Issuing tickets properly and accurately.
- 10) Entering tickets into a database application for electronic recording
- 11) Developing daily operational reports to keep the City informed of work progress.
- 12) Development of maps, GIS applications, etc. as necessary.
- 13) Reporting issues that require action (safety concern, contractor non-compliance and improper equipment use).
- 14) Ensuring that debris contractor work is within the assigned scope of work and report if debris removal work does not comply with local ordinances, as well as State and Federal regulations.
- 15) Assisting the City by providing and/or preparing any information and documents necessary for Federal or state reimbursement and audits.

B. Emergency Management Planning and Training - As directed by the City, the Successful Proposer shall provide:

- 1) Comprehensive emergency management plans (e.g. Continuing of Operations (COOP), Emergency Operations Plans (EOP)) to include plan development; review, and revisions.
- 2) Comprehensive mitigation programs to include development of mitigation plan(s), staff training, cost benefit analysis, project management, environmental review and staff augmentation.
- 3) Development or update of existing Debris Management Plan – including identification of an adequate number of TDSRS locations. Staff training as necessary.
- 4) Procurement assistance for debris removal contractors and other services as requested.
- 5) Project management to include the formulation and management of permanent work projects, task force management, and City Commissions, Boards and Panels.
- 6) Technical support and assistance in developing public information.
- 7) Other training and assistance as requested by the City.
- 8) Other reports and data as required by the City.
- 9) Other emergency management and consulting services identified and required by the City.

C. Public Assistance Consulting Services - As directed by the City, the Successful Proposer shall provide:

- 1) Identification of eligible emergency and permanent work (Category A-G);
- 2) Damage Assessment;
- 3) Assistance in attaining Immediate Needs Funding;
- 4) Prioritization of recovery workload;
- 5) Loss measurement and categorization;
- 6) Insurance evaluation, documentation adjusting and settlement services;
- 7) Project Worksheet generation and review;
- 8) FEMA, FHWA and NRCS reimbursement support;
- 9) Grant Application and Management Services, including but not limited to: applying for, managing, and coordinating grant funding sources for disaster assistance from Federal and State agencies, obtaining and managing all required documentation, and ensuring compliance with rules, regulations, policies and procedures of the grantor.
- 10) Staffing, management, guidance, and technical assistance with implementation of FEMA disaster recovery programs, such as Public Assistance and Hazard Mitigation

- 11) Staff augmentation with experienced Public Assurance Coordinators and Project Officers;
- 12) Interim inspections, final inspections, supplemental Project Worksheet generation and final review;
- 13) Appeal services and negotiations;
- 14) Reconstruction and long-term infrastructure planning; and
- 15) Final review of all emergency and permanent work performed.

III. MEETINGS WITH CITY PERSONNEL

- 1) City personnel will conduct a kick-off meeting, with the Successful Proposer when the contract is fully executed.
- 2) The Successful Proposer shall meet with City representatives and the debris removal contractor(s) at a minimum daily during a disaster.
- 3) **By no later than April 1st of each year and at no cost to the City**, the Successful Proposer shall meet with City personnel to discuss disaster planning and preparations. At least one (1) week prior to said meeting, the Successful Proposer shall provide the City's Emergency Manager and the Department of Public Works with an updated contact list in the Project Management Team. The list shall contain personnel's full name, title, office location, office number, mobile number, and email address. Additionally, if applicable, the Successful Proposer shall provide an updated organizational chart of the Project Management Team and updated credentials for each team member. **A replacement of any team member on the Project Management Team is subject to the approval of the City's Emergency Manager and the Public Works Department. Furthermore, the City reserves the right to request a change in the Project Management Team at any time throughout the duration of the contract.**

IV. PERSONNEL REQUIREMENTS AND RESPONSIBILITIES

The Successful Proposer shall establish a Project Management Team which may consist of the following members. The Project Management Team will be activated and utilized at the discretion of the City:

- 1) Project Manager
- 2) Operations Manager
- 3) Field Supervisors
- 4) Debris Loading Site Monitors
- 5) Debris Site/Tower Monitors
- 6) Clerical / Data Entry Supervisor (Data Manager)
- 7) Clerical Staff/Data Entry Clerk
- 8) Billing and Invoice Analyst
- 9) Environmental Specialists
- 10) GIS Analyst
- 11) Administrative Assistant
- 12) Public Assistance Coordinator
- 13) Others, as needed

The Successful Proposer may use other required positions as necessary with the written approval of the City's Project Manager. All Such positions and applicable hourly rates shall be listed in the price proposal form.

A. Project Manager & Operations Manager

The Successful Proposer's Project Manager shall serve as the point of contact for the City and be responsible for the overall project management and coordination of the debris monitoring services required to oversee the debris removal operations.

The Successful Proposer's Operations Manager shall oversee Debris Removal Contractor(s) and general field operations including monitors and data managers. The Operations Manager shall be on-site at all times the contract is operational.

The Project Manager and Operations Manager shall be responsible for the overall monitoring of debris contractors and the management of the Contractor's monitoring team. Examples of project management/process oversight tasks include, but are not limited to:

- 1) Assign Debris Monitoring Field Supervisors to oversee the Debris Removal Contractor(s), Debris Monitors, and Clerical/Data Entry Supervisors.
- 2) Ensure a sufficient number of trained debris monitors are available
- 3) Provide tower / disposal site monitors to observe and record all debris loads entering and exiting the temporary debris management sites.
- 4) Provide data entry and document processing personnel.
- 5) Conduct safety meetings with field staff, as necessary.
- 6) Respond to and document issues regarding complaints, damages, accidents or incidents involving the Successful Proposer or Contractor personnel and ensure that they are fully documented and reported.
- 7) Coordinate daily briefings with the City and the debris removal contractor(s), daily status reports of work process and staffing.
- 8) Ensure the documentation of environmental authorizations and/or permits for temporary debris management sites and final disposal.
- 9) Review and reconcile debris removal contractor invoices submitted to the City and prepare FEMA worksheets for reimbursement for debris hauling and monitoring efforts.
- 10) Preparation of interim operations and status reports and final report, as directed by the City.

B. Debris Monitoring Field Supervisor

The Successful Proposer will provide one (1) debris monitoring field supervisor for no more than seven (7) debris monitors. The Debris Monitoring Field Supervisor services include, but are not limited to:

- 1) Overseeing and supervising loading site and disposal site debris monitoring activities
- 2) Scheduling debris monitoring resources and deployment timing
- 3) Communicating and coordinating with City/County personnel
- 4) Providing suggestions to improve the efficiency of collection and removal of debris
- 5) Coordinating daily activities and future planning
- 6) Remaining in contact with debris management/dispatch center or supervisor
- 7) Identifying, addressing, and troubleshooting any questions or problems that could affect work area safety and eligibility
- 8) Supervising the accurate measurement of load hauling compartments and accurately computing volume capacity in cubic yards (CY)
- 9) Documenting and recording measurements and computations, and capturing all FEMA required data associated with debris removal.
- 10) Documenting truck hauling compartment condition using digital photographs
- 11) Preparing a master log book of all hauling equipment used by the City's debris removal contractor
- 12) Compiling, reconciling, and documenting daily, in an electronic spreadsheet format, all eligible debris hauled by the debris removal contractor(s)

C. Monitors

The Successful Proposer will provide trained debris monitoring personnel to oversee: (i) the loading of eligible debris at collection sites and verification of load capacity and documentation at designated temporary debris management or final disposal sites and (ii) the cutting, staging, measuring, and digital (data and photographic) documentation of eligible hanging branches and limbs, leaning trees that require removal, and stump removal. Services include, but are not limited to:

C.1 Debris Monitors

The Successful Proposer will provide debris monitors to perform on-site, street-level debris monitoring at all contractor loading sites to verify debris eligibility based on FEMA requirements and initiate documentation for debris removal using tickets. Services include, but are not limited to:

- 1) Providing trained debris monitoring personnel at designated loading sites to check and verify information on debris removal, operations
- 2) Monitoring collection activity of trucks
- 3) Issuing tickets at loading site for each load
- 4) Checking the area for safety considerations such as downed power lines and children playing in area, and ensuring that traffic control needs are met and trucks and equipment are operated safely
- 5) Ensuring that Freon-containing appliances are sorted and ready for Freon removal on-site or separating transport for Freon removal before final disposal
- 6) Performing a pre-work inspection of areas to identify potential problems such as covered utility meters, transformers, fire hydrants, mail boxes, etc. to mitigate damage from loading equipment
- 7) Documenting damage to utility components, driveways, road surfaces, private property, vehicles, etc., should it occur, with photographs (if possible, collect information about owner, circumstances of the damage [who, what, when, where] and report to field supervisor)
- 8) Ensuring the work area is clear of debris to the specified level before equipment is moved to a new loading area
- 9) Properly monitoring and recording performance and productivity of debris removal crew
- 10) Remaining in regular contact with debris management/dispatch center or supervisor
- 11) Ensuring that loads are contained properly before leaving the loading area
- 12) Ensuring that only eligible debris is collected for loading and hauling
- 13) Ensuring that only debris from approved public areas is loaded for removal
- 14) Performing other duties from time to time as directed by the debris management project manager or designated debris management personnel
- 15) Answering questions from residents and motorists; referring complaints and concerns to appropriate debris monitoring supervisor.

C.2 Debris Tower/Site Monitors

The Successful Proposer will provide debris tower and site monitors to verify estimated quantities of eligible debris hauled by contractor trucks and documented on tickets. Services include, but are not limited to:

- 1) Providing trained debris monitoring personnel to accurately measure load hauling compartments and accurately compute volume capacity in Cubic Yards (CY) for all contractor trucks and trailers prior to commencement of debris hauling operations
- 2) Documenting measurements and computations
- 3) Completing record of contract haulers' cubic yardage and other recordkeeping as needed on the ticket
- 4) Initialing each ticket before permitting trucks to proceed from the check-in area to the tipping area
- 5) Remaining in regular contact with debris management/dispatch center or field supervisor.
- 6) Performing other duties as directed by the dispatch/staging operation, debris management project manager, or other designated personnel

D. Clerical/Data Entry Supervisor (Data Manager)

The Successful Proposer will provide a Clerical/Data Entry Supervisor (Data Manager) to coordinate data entry and information management systems. Services include, but are not limited to:

- 1) Supervising the preparation of detailed estimates and submitting them to the City
- 2) Overseeing the entering, tabulating, and organization of collection and disposal data into required formats in compliance with requirements of FEMA, FHWA, and all other applicable federal, state, and local agencies.
- 3) Implementing and maintaining a disaster debris management system linking the ticket and debris management site information, including reconciliation and photographic documentation processes

- 4) Providing daily, weekly, or other periodic reports for the City noting work progress and efficiency, current/revised estimates, project completion, and other schedule forecasts/updates.
- 5) Designing and implementing quality assurance and control processes for the review and verification of field and debris contractor-provided data in support of invoices.
- 6) Serving as the City's representative in meetings with representatives of the Debris Contractor(s), State of Florida, FEMA, or other federal, state, or local agency speaking to data-related issues.

E. Clerical Staff/Data Entry Clerk

The Successful Proposer will provide clerical staff/data entry clerk(s) as required to enter ticket information into the Successful Proposer's information management systems and to respond to specific directions from the data entry supervisor.

F. Billing and Invoice Analyst

The Successful Proposer will provide a Billing/Invoice Analyst to inspect and audit invoices, reconcile invoices with standardized tickets/logs summary, verify accuracy of invoices, coordinate with debris removal contractors to rectify errors, approve invoices and authorize payment, produce summary reports for each invoice including backup data and documents.

G. Environmental Specialist

The Successful Proposer will provide an Environmental Specialist to assist in securing debris site permits, perform debris management site baseline analysis and documentation, and monitor project and sites for environmental compliance.

H. Environmental Specialist

The Successful Proposer will provide Geographic Information System (GIS) personnel responsible for preparing maps indicating progress of the debris clearing and hauling operations.

I. Administrative Assistant

The Successful Proposer will provide an Administrative Assistant to manage and organize all project documentation, scan all project cost documents, track monitoring costs and compile time sheets, and support Project Manager.

V. NOTICE TO PROCEED AND DEPLOYMENT

Services by the Successful Proposer shall begin upon receipt of a written Notice to Proceed (NTP) signed by the Contract Administrator. The NTP will indicate the date on which operations outlined will commence and its duration, the scope of work, and a not-to exceed amount. The duration, scope of work, and/or not-to-exceed amount may be adjusted depending on the severity of the disaster. In such case, the NTP will be amended accordingly in writing by the City. If the Successful Proposer continues working after reaching the not-to-exceed amount, it will proceed at its own risk.

Within twelve (12) hours of the issuance of a Notice to Proceed (NTP), the Successful Proposer shall be prepared to provide qualified on-site personnel to monitor debris receiving operations at debris sites located throughout the City. Additional sites may be added as debris removal efforts increase.

The Successful Proposer shall contact the City representative within 24 hours of a hurricane being named to begin planning process, within 72 hours prior to the arrival of a hurricane, and within six (6) hours upon the occurrence of a major disaster in which there is no advance notification/warning.

VI. RIGHT OF ENTRY WORK

The City may require the Successful Proposer to perform work on private property. If this is necessary, the Successful Proposer will:

- a. Manage the administration, mailing and collection of Right of Entry documentation.

- b. Survey, in conjunction with FEMA, properties for hazards that are eligible for FEMA reimbursement.
- c. Monitor and document the work for reimbursement and reconciliation purposes.
- d. Serve as City's public relations representative on site as work is being performed.

VII. DELIVERABLES

A. Daily Report.

The Successful Proposer shall prepare and submit electronically daily operational reports, including Geographic Information Systems (GIS) mapping data updates, throughout the duration of the emergency recovery operations. Daily reports shall document the debris contractors' activities and progress from the previous day and shall be submitted by 10:30 a.m. to the appropriate City personnel or designee. Each daily report shall contain the following minimum information:

- 1) Debris hauling company names
- 2) Number of trucks, number and type of loading equipment, number of loads, total cubic yards collected for the day, cumulative total of debris collected (in cubic yards)
- 3) Tree cutting/removal company name(s), number of cutting crews, daily progress maps noting completed streets for branch/limb cutting, specific addresses (including GPS coordinates) where trees have been removed. This includes hanger branches, leaner trees, stumps...etc, as well as capturing the City's tree identification number.

GIS mapping data provided by the Successful Proposer must be able to integrate with the City's GIS system (i.e. compatible with ESRI or equivalent) and the City's tree management software system (i.e. TreeKeeper Management Software by Davey Tree Expert Company or equivalent).

All GIS layers required by the Successful Proposer will be provided by the City, prior to an event or as soon as possible to ensure up to date files and consistency in field structure.

B. Final Report.

A final report shall be prepared by the Successful Proposer and submitted electronically and in hard-copy to the appropriate City personnel within thirty (30) days of completion of the emergency recovery operations. Recovery operations include closure and remediation of the sites and conclusions of all related operations. At a minimum, this report will include: (1) a discussion of disaster response requirements; (2) Discussion of lessons learned and recommendation for future disaster response, including the City's recovery contract requirements and results; (3) Recommendation for future disaster response strategies; (4) Digital copies of manifests, certificates, and related documents; (5) All other data taken during the implementation of the disaster response plan.

C. Project Completion

At a minimum, the following deliverables must be provided to the City electronically and in hard-copy at the completion of the emergency event response effort. However, deliverables shall be in no way limited to the following list. At its sole discretion, the City may add and/or delete-deliverables to meet the needs of the City.

- 1) Original tickets shall be boxed, bound by date and sorted by ticket number
- 2) Ticket logs including all information from ticket
- 3) Daily tower logs
- 4) List of all personnel with signatures and initials
- 5) Binders(s) with damage reports, completed repairs, issue releases (if applicable), and issues and resolution
- 6) List of tickets issued by monitors and a list of lost/voided tickets
- 7) Each pile of ineligible debris shall be tagged and a list compiled and submitted to the City. The City must approve format of the ineligible debris tag.

EXHIBIT B
COMPENSATION

PROPOSAL PRICING FORM – RFP 2018-001 DISASTER DEBRIS MONITORING SERVICES (NEGOTIATED)
(Updated May 3, 2018)

Instructions: Proposer shall provide a **Unit Price** and **Extended Amount** for each of the services listed below. This Price Proposal Form shall be typed or printed in ink. In the event of errors in the Extended Amount, the unit prices shall govern in determining the quoted prices. Unit Prices shall include, but not be limited to, full compensation for labor, any and all equipment used, travel and related expenses and any and all other costs to the Proposer. The City will not pay and/or reimburse any additional costs including, but not limited to, travel, mileage, lodging, meals, and other travel and subsistence expenses. No overtime rates shall be paid by the City; unit prices shall include applicable overtime.

Unit Prices shall remain fixed and firm for the initial three (3) year term of the contract. Prior to each renewal term of the resulting agreement, unit prices may be negotiated by the City with the Successful Proposer.

Item	Description/Positions	Estimated Hours*	Unit of Measure	Unit Price	Extended Amount <i>(Unit Price x Estimated Hours)</i>
1	Project Manager	80	Hourly	\$ 78.00	\$ 6,240.00
2	Operations Manager	336	Hourly	\$ 62.00	\$ 20,832.00
3	Field Supervisors	1344	Hourly	\$ 44.00	\$ 59,136.00
4	Debris Loading Site Monitors	7056	Hourly	\$ 36.00	\$ 254,016.00
5	Debris Site/Tower Monitors	2352	Hourly	\$ 36.00	\$ 84,672.00
6	Clerical / Data Entry Supervisor (Data Manager)	160	Hourly	\$ 49.00	\$ 7,840.00
7	Clerical Staff / Data Entry Clerks	480	Hourly	\$ 0.00	\$ 0.00
8	Billing and Invoice Analyst	40	Hourly	\$ 42.00	\$ 1,680.00
9	Environmental Specialist	16	Hourly	\$ 65.00	\$ 1,040.00
10	GIS Analyst	16	Hourly	\$ 50.00	\$ 800.00
11	Administrative Assistant	40	Hourly	\$ 32.00	\$ 1,280.00
12	Public Assistance Coordinator	80	Hourly	\$ 92.00	\$ 7,360
				TOTAL: (Items 1 to 12) <i>(Sum of Extended Amounts)</i>	\$ 444,896.00

*These hours are not intended to represent the actual contract amount, but are an estimated representation of a typical work month and will be used for the sole purpose of evaluating proposals. This is a “requirements” based contract and no minimum amount of hours/work is guaranteed or implied.

ADDITIONAL POSITIONS

Positions and Hourly Rates for Emergency Management Planning and Training

Exhibit 5-1 provides a listing of positions that may be required to complete the emergency management and planning tasks. The fees for these services can be provided to the City on a fixed fee or time and materials basis.

Exhibit 5-1: Emergency Management Positions with Hourly Rates

Labor Category	Hourly Labor Rate
Subject Matter Expert	\$240.00
Executive Consultant/Planner/Analyst	\$225.00
Principal Consultant/Planner/Analyst	\$210.00
Principal in Charge	\$190.00
Project/Program Manager	\$175.00
Supervising Consultant	\$158.00
Senior Consultant	\$150.00
Consultant III	\$135.00
Consultant II	\$125.00
Consultant I	\$110.00
Program Analyst	\$95.00
Consulting Aide	\$90.00
Planning Aide	\$80.00
Analytical Aide	\$75.00
Research Assistant II	\$66.00
Administrative Specialist III	\$60.00
Research Assistant	\$51.00
Administrative Specialist II	\$48.00
Administrative Specialist I	\$44.00

Positions and Hourly Rates for Public Assistance/Grant Management Consulting Services

Exhibit 5-2 provides a listing of positions that may be required to complete the grant management services listed in the proposal. The fees for these services can be provided to the City on a time and materials basis.

Exhibit 5-2: Financial Recovery Consulting Positions with Hourly Rates

Labor Category	Hourly Labor Rate
Senior FEMA Appeals Legal Specialist	\$350.00
Subject Matter Expert	\$225.00
Principal Consultant	\$190.00
Senior Program Manager	\$175.00
Program Manager	\$165.00
Supervising Consultant	\$145.00
Senior Consultant	\$125.00
Consultant	\$115.00
Junior Consultant	\$100.00
Consulting Aide/Cost Estimator	\$85.00
Analytical Aide/Surveyor	\$75.00
Research Assistant	\$51.00
Grant Program & Admin Support	\$35.00

EXHIBIT C
CITY RESOLUTION AND APPLICABLE CODE PROVISIONS

CITY OF CORAL GABLES, FLORIDA

RESOLUTION NO. 2018-114

A RESOLUTION OF THE CITY COMMISSION ACCEPTING THE RECOMMENDATION OF THE PROCUREMENT OFFICER TO AWARD THE DISASTER DEBRIS MONITORING SERVICES CONTRACT TO TETRA TECH, INC., THE SOLE RESPONSIVE-RESPONSIBLE PROPOSER, PURSUANT TO SECTION 2-763 OF THE PROCUREMENT CODE ENTITLED "CONTRACT AWARD" AND REQUEST FOR PROPOSALS (RFP) 2018-001; FURTHER AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR A PERIOD OF THREE (3) YEARS WITH OPTIONS TO RENEW FOR TWO (2) ADDITIONAL TWO (2) YEAR PERIODS, EXERCISABLE AT THE OPTION OF THE CITY MANAGER; SHOULD NEGOTIATIONS FAIL WITH THE SOLE RESPONSIVE-RESPONSIBLE PROPOSER, CITY STAFF, AFTER CONSULTATION WITH THE CITY ATTORNEY'S OFFICE AND OUTSIDE FEMA COUNSEL, SHALL SEEK AN ALTERNATE CONTRACT SOURCE IN COMPLIANCE WITH FEMA REQUIREMENTS.

WHEREAS, on January 9, 2018, the Procurement Division of Finance formally advertised, issued, and distributed Disaster Debris Monitoring Services, Request for Proposals (RFP) 2018-001; and

WHEREAS, on January 17, 2018, a non-mandatory pre-proposal conference was held with nine (9) prospective proposers in attendance of the fifty-one (51) prospective proposers who downloaded the RFP package from Public Purchase, the City's web based e-Procurement service; and

WHEREAS, on March 8, 2018, two (2) firms submitted proposals in response to the RFP: CEEPCO Contracting, LLC., and Tetra Tech, Inc.; and

WHEREAS, CEEPCO Contracting, LLC was deemed non-responsive for their failure to provide a bid bond as required per Section 1.17 Bid/Bond Security/Bid Deposit of the solicitation document; and

WHEREAS, on March 29, 2018, the Evaluation Committee convened to evaluate the sole responsive proposal and recommended Tetra Tech, Inc., for award of the RFP and negotiations of a Professional Services Agreement; and

WHEREAS, the Procurement Officer recommends accepting the Evaluation Committee's recommendation to award Tetra Tech, Inc., RFP 2018-001 Disaster Debris Monitoring Services, subject to negotiation and execution of a Professional Services Agreement between the City and the sole responsive-responsible proposer; and

WHEREAS, Section 2-585 of the Procurement Code authorizes the City Manager to delegate authority to the Procurement Officer to administer and make recommendations on City contracts;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF CORAL GABLES:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

SECTION 2. That the City Commission accepts the recommendation of the Procurement Officer to award the Disaster Debris Monitoring Services contract to Tetra Tech, Inc., the sole responsive-responsible proposer, pursuant to Section 2-763 of the Procurement Code entitled "Contract Award" and Request for Proposals (RFP) 2018-001; further authorizing the City Manager to negotiate and execute a Professional Services Agreement for a period of three (3) years with options to renew for two (2) additional two (2) year periods, exercisable at the option of the City Manager; should negotiations fail with the sole responsive-responsible proposer, City staff, after consultation with the City Attorney's office and outside FEMA counsel, shall seek an alternate contract source in compliance with FEMA requirements.

SECTION 3. That this Resolution shall become effective upon the date of its passage and adoption herein.

PASSED AND ADOPTED THIS TENTH DAY OF APRIL, A.D., 2018.

(Moved: Keon / Seconded: Mena)

(Yeas: Mena, Quesada, Keon, Lago, Valdes-Fauli)

(Unanimous: 5-0 Vote)

(Agenda Item: J-3)

APPROVED:

RAÚL VALDES-FAULI
MAYOR

ATTEST:


WALTER J. FOEMAN
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

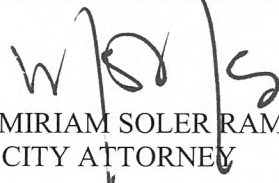

MIRIAM SOLER RAMOS
CITY ATTORNEY

EXHIBIT D
CITY REQUEST FOR PROPOSAL (RFP) 2018-001



**Request for Proposals
RFP 2018-001
Disaster Debris Monitoring Services**

**ADDENDUM NO. 4
Issued Date: March 1, 2018**

The following changes, additions, clarifications, and/or deletions amend the RFP document of the above captioned solicitation, and shall become an integral part of the Contract Documents.

The Proposals Submittal Deadline / Proposal Opening has been amended as follows (underlined language has been added; strikethrough language has been removed):

~~Thursday, March 1, 2018 at 2:00 PM~~

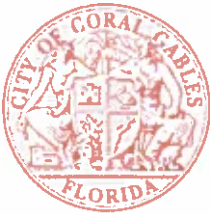
Thursday, March 8, 2018 at 2:00 PM

This addendum shall be acknowledged in Section 10 of the RFP document (Schedule "H" - Acknowledgement of Addenda) form. All other terms and conditions of this RFP shall remain the same, and in full force and effect.

Sincerely,

A handwritten signature in black ink, appearing to read "Celeste S. Walker", is written over a light blue horizontal line.

Celeste S. Walker
Procurement Officer



**Request for Proposals
RFP 2018-001
Disaster Debris Monitoring Services**

**ADDENDUM NO. 3
Issued Date: February 14, 2018**

The following changes, additions, clarifications, and/or deletions amend the RFP document of the above captioned solicitation, and shall become an integral part of the Contract Documents.

CHANGES:

REVISION # 1: The Proposals Submittal Deadline / Proposal Opening has been amended as follows (underlined language has been added; strikethrough language has been removed):

Thursday, February 15, 2018 at 2:00 PM

Thursday, March 1, 2018 at 2:00 PM

REVISION # 2: RFP Section 1 – Introduction to Request for Proposal, Sub-Section 1.18 Performance and Payment Bond has been amended as follows (underlined language has been added; strikethrough language has been removed):

~~1.18 — Performance and Payment Bond~~

~~The Successful Proposer shall post Payment and Performance Bonds from a Corporate Surety, which is satisfactory to the City as security for the performance and prompt payment to all persons supplying labor and material in the execution of the work to be performed under the Contract and on any and/or all duly authorized modifications hereof. A bond will be posted and shall be a sum equal to one hundred percent (100%) of the contract amount, plus adjustments thereto, unless otherwise specified. The bond may be in the form of a Cash Bond or Surety bond written through an approved, reputable, and responsible company authorized to do business in the State of Florida. Attorneys-in-fact who sign bid bonds or contract bonds must file with such bond a certified copy of power of attorney to sign said bond.~~

~~Payment and Performance Bonds must be filed by the Proposer with the Procurement Division, in the full amount of the contract amount, as set forth here within this section in form and with corporate surety satisfactory to the City Manager and City Attorney, conditioned upon the performance of the work in accordance with the Contract, and for the payment of all persons performing labor and furnishing equipment or materials in connection with the Contract and indemnifying said City of Coral Gables from any expense, loss, or cost arising from and out of the improper performance of said Contract.~~

REVISION # 3: RFP Section 11 – Professional Services Agreement (Appendix A of the RFP) has been amended as follows (underlined language has been added; strikethrough language has been removed):

Article I, General Provisions, Paragraph 1.3, Priority of Interpretation:

~~i) Performance and Payment Bond — Exhibit I~~

Article XXXVII, Performance and Payment Bond, Paragraph 37.1

~~37.1 The Professional shall post a Payment and Performance Bonds from a Corporate Surety, which is satisfactory to the City as security for the performance and prompt payment to all persons supplying labor and material in the execution of the work to be performed under this Agreement and on any and/or all duly authorized modifications hereof. A bond will be posted and shall be a sum equal to one hundred percent (100%) of the contract amount (as set forth in Exhibit B), plus adjustments thereto, for the Agreement Period. In the event that the Not-to~~

~~Exceed amount stipulated in the NTP is greater than the contract amount, the Professional shall adjust the bond amount accordingly and provide the City with an updated bond. The bond may be in the form of a Cash Bond or Surety bond written through an approved, reputable, and responsible company authorized to do business in the State of Florida. Attorneys in fact who sign bid bonds or contract bonds must file with such bond a certified copy of power of attorney to sign said bond.~~

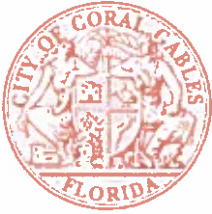
~~Payment and Performance Bonds must be filed by the Professional with the Procurement Division, as set forth here within this section in form and with corporate surety satisfactory to the City Manager and City Attorney, conditioned upon the performance of the work in accordance with this Agreement, RFP 2018-001, and the Scope of Services/Work contained therein, and for the payment of all persons performing labor and furnishing equipment or materials in connection with this Agreement and indemnifying said City of Coral Gables from any expense, loss, or cost arising from and out of the improper performance of said Agreement.~~

This addendum shall be acknowledged in Section 10 of the RFP document (Schedule "H" - Acknowledgement of Addenda) form. All other terms and conditions of this RFP shall remain the same, and in full force and effect.

Sincerely,



Celeste S. Walker
Procurement Officer



***Request for Proposals
RFP 2018-001
Disaster Debris Monitoring Services***

**ADDENDUM NO. 2
*Issued Date: February 8, 2018***

The following changes, additions, clarifications, and/or deletions amend the RFP document of the above captioned solicitation, and shall become an integral part of the Contract Documents.

CHANGES:

REVISION # 1: The submittal deadline / RFP opening is hereby extended as follows:

~~Thursday, February 8, 2018 at 2:00 PM~~ Thursday, February 15, 2018 at 2:00 PM

This addendum shall be acknowledged in Section 10 of the RFP document (Schedule "H" - Acknowledgement of Addenda) form. All other terms and conditions of this RFP shall remain the same, and in full force and effect.

Sincerely,

A handwritten signature in blue ink, appearing to read "Celeste S. Walker", is written over the printed name.

Celeste S. Walker
Procurement Officer



Request for Proposals
RFP 2018-001
Disaster Debris Monitoring Services

ADDENDUM NO. 1
Issued Date: January 23, 2018

The following changes, additions, clarifications, and/or deletions amend the RFP document of the above captioned solicitation, and shall become an integral part of the Contract Documents.

CHANGES:

REVISION # 1: RFP SECTION 7 Evaluation/Selection Process; Sub-Section 7.3 Evaluation Criteria; has been revised as follows (underlined language has been added; strikethrough language has been removed):

Category		Points
a)	Experience & Qualifications	35 <u>30</u>
b)	Project Understanding, Proposed Approach, and Methodology	30 <u>35</u>
c)	Past Performance and References	20
d)	Price Proposal	15
Total Points		100

ADDITIONAL INFORMATION:

Please refer to Exhibit A of this Addendum for a copy of the pre-proposal meeting sign-in sheet.

QUESTIONS:

- Q1: Under Section 1.17, the RFP asks for a bid bond in the amount of (5%) of the proposal total amount. According to FEMA policy 200.319 Competition (see below), this requirement could be interpreted to be exclusive and exclusionary. Most engineering professional services firms are not required to carry bonding requirements unless they are performing actual contract construction work. Most carry professional liability insurance.

Would the city consider removing the bonding requirement all together, or consider accepting professional liability insurance coverage to meet this request?

In December of 2014 FEMA implemented Title 2, Part 200 of the Code of Federal Regulations (C.F.R.), the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Super Circular" or "Omni Circular") with more stringent procurement requirements. 2 CFR, part 200 states:

§200.319 Competition.

All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

- (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (2) Requiring unnecessary experience and excessive bonding;
- (3) Noncompetitive pricing practices between firms or between affiliated companies;
- (4) Noncompetitive contracts to consultants that are on retainer contracts;
- (5) Organizational conflicts of interest;
- (6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
- (7) Any arbitrary action in the procurement process.

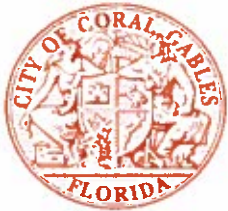
- A1: In accordance with updated FEMA guidelines, bonding requirements stated in 2 CFR Part 200 (§200.325) are now required for these types of contracts. As such, bonding requirements cannot be removed from this RFP.**
- Q2: Does the City have an incumbent?
- A2: Yes, Witt O'Brien's, LLC.**
- Q3: On page 27 and in section 4.12 Sub-Contractor it states "Proposer(s) shall include in their responses the requested Sub-Contractor / Sub-Consultant information and include all relevant information required of the Proposer." Because the term relevant can be subjective information, will the City please list in detail the exact information that they find to be relevant information they would like us to share about Sub-Consultant(s)?
- A3: Please refer to Page 27 of the RFP, "(ii) FOR KEY PERSONNEL".**
- Q4: Who are the City's Debris Removal Contractor(s)?
- A4: Ashbritt, Inc., and Ceres Environmental Services, Inc.**
- Q5: Page 38 3) states "Provide specific instances in the last 3 years in whereby a client's documentation/reimbursed amount were challenged by a funding agency...". Is this solely related to debris monitoring costs in which the proposer's costs were challenged or, since this solicitation involved grant management services, includes contracts in which the proposer served as a grant management consultant and successfully resolved challenges related to other contractors/costs?
- A5: Specific instances in the last 3 years whereby a client's documentation/reimbursed amount were challenged by a funding agency shall encompass all services shown in Section 2 of this RFP.**
- Q6: Is there a limit to the number of positions that may be added in the "Other Optional Positions" listed on page 44?
- A6: No.**
- Q7: Would you consider removing the Bonding requirements and the Notice to Proceed requirements?
- A7: Please refer to the answer for question 1 in this addendum.**

This addendum shall be acknowledged in Section 10 of the RFP document (Schedule "H" - Acknowledgement of Addenda) form. All other terms and conditions of this RFP shall remain the same, and in full force and effect.

Sincerely,

Celeste S. Walker
Procurement Officer

EXHIBIT A
PRE-PROPOSAL MEETING SIGN-IN SHEET



RFP 2018-001 DISASTER DEBRIS MONITORING SERVICES
Pre-Proposal Meeting Wednesday January 17, 2018, 10:00 a.m.
FINANCE DEPARTMENT - PROCUREMENT DIVISION

Contact Name Maria T. Garcia
Company Name SRS Engineering, INC.
Address 5001 SW 74th Court, Suite 201
City, State & Zip Miami, FL 33155
Phone: (305) 662-8887 Fax: (305) 662-8858
e-mail: Maria@SRS-Corp.com

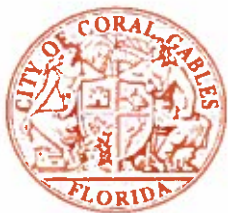
Contact Name _____
Company Name _____
Address _____
City, State & Zip _____
Phone: _____ Fax: _____
e-mail: _____

Contact Name ALBERT AREUDIN
Company Name A.D.A. ENGINEERING
Address 8550 NW 33 ST, STE 202
City, State & Zip Doral, FL 33122
Phone: 305-551-4608 Fax: 305-551-8977
e-mail: AAREUDIN@ADAENH.NET

Contact Name _____
Company Name _____
Address _____
City, State & Zip _____
Phone: _____ Fax: _____
e-mail: _____

Contact Name Claudia Manriquez
Company Name Barnes, Ferland & Associates
Address 1230 Hillcrest St
City, State & Zip Orlando, FL 32803
Phone: 561-601-1539 Fax: (407) 896-1822
e-mail: cmanriquez@bfaenvironmental.com

Contact Name _____
Company Name _____
Address _____
City, State & Zip _____
Phone: _____ Fax: _____
e-mail: _____



RFP 2018-001 DISASTER DEBRIS MONITORING SERVICES
Pre-Proposal Meeting Wednesday January 17, 2018, 10:00 a.m.
FINANCE DEPARTMENT - PROCUREMENT DIVISION

Contact Name HAROLD CHARLES
Company Name CEEPCO CONTRACTING
Address 1125 NE 125 ST. #207
City, State & Zip NORTH MIAMI, FL 33167
Phone: 305-760-9355 Fax: _____
e-mail: HCHARLES@CEEPCO.COM

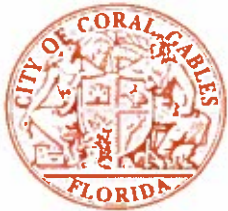
Contact Name _____
Company Name _____
Address _____
City, State & Zip _____
Phone: _____ Fax: _____
e-mail: _____

Contact Name _____
Company Name _____
Address _____
City, State & Zip _____
Phone: _____ Fax: _____
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Contact Name _____
Company Name _____
Address _____
City, State & Zip _____
Phone: _____ Fax: _____
e-mail: _____

Contact Name _____
Company Name _____
Address _____
City, State & Zip _____
Phone: _____ Fax: _____
e-mail: _____



Participation via Telephone

RFP 2018-001 DISASTER DEBRIS MONITORING SERVICES
Pre-Proposal Meeting Wednesday January 17, 2018, 10:00 a.m.
FINANCE DEPARTMENT - PROCUREMENT DIVISION

Contact Name	<u>Alisa Williams</u>	Contact Name	<u>Valerie Philipp</u>
Company Name	<u>CDR Maguire</u>	Company Name	<u>Witt O'Brien's</u>
Address	<u>826 North Street, Suite B</u>	Address	<u>2200 Eller Drive</u>
City, State & Zip	<u>Boulder, CO 80304</u>	City, State & Zip	<u>Ft. Lauderdale, FL 33316</u>
Phone:	<u>720-370-2840</u> Fax:	Phone:	<u>(954) 627-5309</u> Fax: <u>(954) 519-2517</u>
e-mail:	<u>alisa.williams@cdrmaguire.com</u>	e-mail:	<u>vphilipp@wittobriens.com</u>
Contact Name	<u>Anne Cabrera</u>	Contact Name	<u>Jeff Kyte</u>
Company Name	<u>Tetra Tech</u>	Company Name	<u>Lendfall Strategies, LLC</u>
Address	<u>2301 Lucian Way, Suite 120</u>	Address	<u></u>
City, State & Zip	<u>Maitland, FL 32751</u>	City, State & Zip	<u></u>
Phone:	<u>321-441-8572</u> Fax: <u>321-441-8501</u>	Phone:	<u>(941) 954-9243</u> Fax: <u></u>
e-mail:	<u>stephanie.kilgore@tetatech.com</u>	e-mail:	<u>cschultz@lendfallstrategies.com</u>
Contact Name	<u>Darius J. Stankunas</u>	Contact Name	<u></u>
Company Name	<u>Rostan Solutions, LLC</u>	Company Name	<u></u>
Address	<u>3433 Lithia Pinecrest Road</u>	Address	<u></u>
City, State & Zip	<u>Suite 287 Valrico, FL 33596</u>	City, State & Zip	<u></u>
Phone:	<u>813 417 0106</u> Fax: <u>813 333 7330</u>	Phone:	<u></u> Fax: <u></u>
e-mail:	<u>dstankunas@rostan.com</u>	e-mail:	<u></u>

CITY OF CORAL GABLES, FL
FINANCE DEPARTMENT / PROCUREMENT DIVISION
405 Biltmore Way – Coral Gables, FL 33134



REQUEST FOR PROPOSALS
RFP 2018-001

DISASTER DEBRIS MONITORING SERVICES

Submittal Deadline / RFP Opening: 2:00 p.m. Thursday, February 8, 2018



CORAL GABLES, FL

City of Coral Gables, 2800 SW 72nd Avenue, Miami, FL 33155
FINANCE DEPARTMENT / PROCUREMENT DIVISION
Tel: 305-460-5102, Fax: 305-261-1601

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CITY OF CORAL GABLES, FL

2800 SW 72nd Avenue, Miami, FL 33155
Finance Department / Procurement Division
Tel: 305-460-5102 / Fax: 305-261-1601

PROPOSER'S ACKNOWLEDGEMENT

RFP Title: DISASTER DEBRIS MONITORING SERVICES	Sealed response submittals must be received prior to 2:00 p.m., Thursday, February 8, 2018, by the Procurement Office, located at 2800 S.W. 72 nd Avenue, Miami, FL 33155; and are to remain valid for 120 calendar days. Submittals received after the specified date and time will be returned unopened.
RFP No. 2018-001 A cone of silence is in effect with respect to this RFP. The Cone of Silence prohibits certain communication between potential vendors and the City. For further information, please refer to the City Code Section 2-1027 of the City of Coral Gables Procurement Code.	
Contact: Yusbel Gonzalez, CPPB Title: Procurement Specialist Telephone: 305-460-5107 Facsimile: 305-261-1601 Email: ygonzalez@coralgables.com / contracts@coralgables.com	

Proposer Name:	FEIN or SS Number:
Complete Mailing Address:	Telephone No.:
	Cellular No.:
Indicate type of organization below: Corporation: ___ Partnership: ___ Individual: ___ Other: ___	Fax No.:
Bid Bond / Security Bond (if applicable) 5 %	Email:

ATTENTION: THIS FORM ALONG WITH ALL REQUIRED RFP FORMS MUST BE COMPLETED, SIGNED (PREFERABLY IN BLUE INK), AND SUBMITTED WITH THE RESPONSE PRIOR TO THE SUBMITTAL DEADLINE. FAILURE TO DO SO MAY DEEM PROPOSER NON-RESPONSIVE.

THE PROPOSER CERTIFIES THAT THIS SUBMITTAL IS BASED UPON ALL CONDITIONS AS LISTED IN THE RFP DOCUMENTS AND THAT THE PROPOSER HAS MADE NO CHANGES IN THE RFP DOCUMENT AS RECEIVED. THE PROPOSER FURTHER AGREES IF THE RFP IS ACCEPTED, THE PROPOSER WILL EXECUTE AN APPROPRIATE AGREEMENT FOR THE PURPOSE OF ESTABLISHING A FORMAL CONTRACTUAL RELATIONSHIP BETWEEN THE PROPOSER AND THE CITY OF CORAL GABLES FOR THE PERFORMANCE OF ALL REQUIREMENTS TO WHICH THIS RFP PERTAINS. FURTHER, BY SIGNING BELOW PREFERABLY IN **BLUE INK**, ALL RFP PAGES ARE ACKNOWLEDGED AND ACCEPTED AS WELL AS ANY SPECIAL INSTRUCTION SHEET(S) IF APPLICABLE. THE UNDERSIGNED HEREBY DECLARES (OR CERTIFIES) ACKNOWLEDGEMENT OF THESE REQUIREMENTS AND THAT HE/SHE IS AUTHORIZED TO BIND PERFORMANCE OF THIS RFP FOR THE ABOVE PROPOSER.

_____	_____	_____
<i>Authorized Name and Signature</i>	<i>Title</i>	<i>Date</i>

CITY OF CORAL GABLES, FL

City of Coral Gables, 2800 SW 72nd Avenue, Miami, FL 33155
Finance Department / Procurement Division
Tel: 305-460-5102, Fax: 305-261-1601

PUBLIC NOTICE

Request for Proposals (RFP) No. 2018-001

The City of Coral Gables is soliciting proposals for **Disaster Debris Monitoring Services** from a qualified and experienced professional firm ("Proposer"), readily available to provide the services outlined in this solicitation, in accordance with Federal Emergency Management Agency (FEMA) policies, procedures, and directives; Federal law, regulations, and executive orders; and State / Local law and regulations.

The Request for Proposals (RFP) may be downloaded by visiting PublicPurchase (www.publicpurchase.com). Prospective Proposers must register with PublicPurchase, free-of-charge, in order to download the solicitation. A detailed user guide for the registration process may be downloaded by visiting the Procurement Division Supplier Services webpage at: www.coralgables.com/index.aspx?page=1275.

Any prospective proposer who has received this solicitation by any means other than through PublicPurchase must register immediately with PublicPurchase to ensure it receives any addendum issued to this solicitation. Failure to acknowledge receipt of an addendum may result in disqualification of proposal submitted.

A **non-mandatory pre-proposal conference** will be held at the Procurement Division Conference Room located at 2800 S.W. 72 Avenue, Miami, Florida, 33155, on **Wednesday, January 17, 2018 at 10:00 a.m.** Attendance (in person or via telephone) is encouraged and recommended as a source of information, but is not mandatory. Proposers who are interested in participating via telephone should send an e-mail to the contact person listed in this RFP expressing their intent to participate via telephone.

Proposals for RFP No. 2018-001, will be received until 2:00 p.m., Thursday, February 8, 2018. Proposals submitted by mail or hand delivered should be sent to the City of Coral Gables, Procurement Division, 2800 SW 72nd Avenue, Miami, Florida 33155. The City of Coral Gables will not accept, and will in no way be responsible for any Proposals received after the submittal deadline. The responsibility for submitting Proposals before the stated time and date is solely the responsibility of the Proposer. Verbal or electronic (e-mailed) responses are not acceptable.

One (1) original proposal response, seven (7) copies and one (1) digital copy on a CD or flash drive (*PDF format*) must be signed and submitted in a sealed envelope and clearly marked: **DISASTER DEBRIS MONITORING SERVICES – RFP No. 2018-001.** and Proposer's Name, Address, Contact Name, and Telephone Number.

UTILIZATION OF MINORITY / WOMEN'S / LABOR SURPLUS FIRMS. The City of Coral Gables, in accordance with the requirements as stated in 2 C.F.R. § 200.321 encourages the active participation of minority businesses, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. As such any proposer utilized by the City must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with § 2 CFR 200.321. More specifically, if subcontracts are to be let, through a prime proposer, that proposer is required to take the affirmative steps listed in items (1) through (5) below.

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prior to any contract award, the Proposer must document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their Proposal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)
 Florida Department of Transportation
 Minority Business Development Center in most large cities; and
 Local Government M/DBE programs in many large counties and cities.

Anticipated Schedule of Events:

RFP Advertisement	Tuesday, January 9, 2018
Non-Mandatory Pre-Proposal Conference	10:00 a.m., Wednesday, January 17, 2018
Deadline for Questions	5:00 p.m., Friday, January 19, 2018
Deadline for Answers	5:00 p.m., Thursday, January 25, 2018
Proposals Submittal Deadline / Proposal Opening	2:00 p.m., Thursday, February 8, 2018
Evaluation Committee Meeting	TBD
Proposer Interview (<i>if applicable</i>)	TBD
Commission Award	TBD

Award of this solicitation will be made to the highest ranked responsive and responsible proposer(s), based on the criteria method, within a reasonable time after opening of proposals. However, the City reserves the right to accept or reject any and/or all Proposals or sections thereof, and waive any informalities or technicalities at any time during the RFP solicitation process.

PRICING MUST BE FIRM FOR ONE-HUNDRED AND TWENTY (120) DAYS. ESCALATION CLAUSES OF ANY KIND CONTAINED IN YOUR RESPONSE ARE NOT ACCEPTABLE. THE CITY OF CORAL GABLES MAY ALSO REJECT ANY AND/OR ALL PROPOSALS.

This solicitation is subject to the following Ordinances/Resolutions which may be found on the City of Coral Gables Website: <http://www.coralgables.com>, click on Government, City Department, Procurement, Procurement Code (City Code Chapter 2 Article VIII)

- Code of Silence – Sec. 2-1027
- Ethics – Sec. 2-1022 to 2-1054
- Debarment Proceedings – Sec. 2-912
- Protest Procedures – Sec. 2-910
- Polystyrene – Sec. 2-730
- Buy American – Sec. 2-699
- Sustainability (Green) Sec. 2-697

Conflict of Interest and Code of Ethics

- Coral Gables, FL, Code of Ordinances, Chapter 2 – Administration, Article V

City Clerk, Lobbyist Registration, Applications and Forms

- Lobbyist Registration & Disclosure of Fees – Ordinance No. 2006-11

Sincerely,

Procurement Officer

CONE OF SILENCE

Request for Proposals (RFP) No. 2018-001

NOTICE TO ALL BIDDERS AND PROPOSERS

Definition:

Cone of silence is defined to mean a prohibition on:

Any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Invitation for Bids (IFB) or any other advertised solicitation between a potential offeror, vendor, service provider, bidder, lobbyist, or consultant and city department heads, their staff, selection committee or evaluation committee members.

Any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Invitation for Bids (IFB) or any other advertised solicitation between the city commissioners and city department heads, the city departments' staff, selection committee or evaluation committee members.

Imposition:

A cone of silence shall be imposed upon each Request for Proposals (RFP), Request for Qualifications (RFQ), Invitation for Bids (IFB) and any other solicitation when advertised.

Termination:

The cone of silence shall terminate at:

- (1) the time of the City Manager's approval of the award, or
- (2) the time of the City Manager's written recommendation to the City Commission is received by the City Clerk, or
- (3) at such time that bids or proposals are rejected by the City Commission or the City Manager.

Violations:

Violation of the cone of silence by a particular bidder or offeror shall render any award to said person voidable by the city commission.

A violation of this section by a particular bidder, offeror, lobbyist or consultant shall subject such person or persons to potential debarment pursuant to the provisions of this chapter.

SOLICITATION SUBMISSION CHECKLIST

Request for Proposals (RFP) No. 2018-001

COMPANY NAME: (Please Print): _____

Phone: _____

Email: _____

Please provide the PAGE NUMBER in the blanks provided as to where compliance information is located in your Submittal for each of the required submittal items listed below:

SUBMITTAL - SECTION I: TITLE PAGE, TABLE OF CONTENTS, REQUIRED FORMS, AND MINIMUM QUALIFICATION REQUIREMENTS.

- 1) Title Page: Show the RFP number and title, the name of your firm, address, telephone number, name of contact person, e-mail address, and date. _____
- 2) Provide a Table of Contents in accordance with and in the same order as the respective "Sections" listed below. Clearly identify the material by section and page number. _____
- 3) Fill out, sign, and submit the Proposer's Acknowledgement Form. _____
- 4) Fill out and submit the Solicitation Submission Check List. _____
- 5) Fill out, sign, notarize (as applicable), and submit the Proposer's Affidavit and Schedules A through L. _____
- 6) Include a Bid Bond, in accordance with Section 1.17 of the RFP. _____
- 7) Minimum Qualification Requirements: submit detailed verifiable information affirmatively documenting compliance with the Minimum Qualifications Requirements shown in Section 3. _____

SUBMITTAL - SECTION II: PROPOSER'S QUALIFICATIONS

(i) FOR PROPOSER:

- 1) Provide a complete history and description of your company, including, but not limited to, the number of years in business, size, number of employees, office location where work is to be performed, copy of applicable licenses/certifications, credentials, capabilities and capacity to meet the City's needs. _____
- 2) Describe the Proposer's relevant experience in providing the services described in the "Scope of Services", to public sector agencies similar in size to the City of Coral Gables. _____
- 3) Describe the Proposer's knowledge and experience with programs, procedures, reimbursement guidelines of FEMA, FHWA, NRCS, including but not limited to any experience with FEMA reimbursable disaster debris removal projects related to declared disasters, and any other applicable Federal or State agencies associated with funding of debris removal and recovery efforts. _____
- 4) Describe the Proposer's knowledge and experience with all aspects of emergency management including but not limited to, procurement, deployment and management of field staff operations, planning, contract management and accounting/reporting systems. _____
- 5) Describe the Proposer's professional development program, including policy/procedures/measures in place ensuring all key personnel assigned to the City have continuing education and receive specialized training in the services solicited herein. _____

- 6) The Proposer must not have a vested interest in a debris removal contract or contractor(s) with the City. Also, there must be no conflict of interest between the Proposer and a debris removal contractor(s). Proposer shall include a statement confirming the latter, including certification that neither Proposer nor any employee thereof, has a conflict of interest, either direct or indirect, in connection with the services sought herein pursuant to Federal and state law. . _____

(ii) FOR KEY PERSONNEL:

- 1) Provide a summary of the qualifications, copy of applicable licenses/certifications, and experience of all proposed key personnel (i.e., Project Management Team, including sub-consultants). Include resumes (listing experience, education, licenses/certifications) for your proposed key personnel and specify the role and responsibilities of each team member in providing the services outlined in the RFP.

- 2) Provide an organizational chart of all key personnel that will be used. _____
- 3) For each key team member, please describe the experience in providing the services solicited herein, including but not limited to any experience with Federal, State and local emergency management agencies, programs, funding sources and reimbursement processes. _____

SUBMITTAL - SECTION III: PROJECT UNDERSTANDING, PROPOSED APPROACH, AND METHODOLOGY

- 1) Describe in detail, your approach to perform the services and tasks solicited herein, namely Disaster Debris Monitoring, Emergency Management Planning and Training, and Public Assistance Consulting Services. Include detailed information, as applicable, which addresses, but need not be limited to: understanding of the RFP scope and requirements, implementation plan, strategies for assuring assigned work is completed on time and communication with City staff. Indicate how the Proposer intends to positively and innovatively work with the City in providing the services outlined in this RFP.

- 2) Describe Proposer's database reporting system and capabilities, including but not limited to: a) the ability to capture data and provide electronic reports; b) integrate with the City's GIS system (ESRI or equivalent) and tree management software system (TreeKeeper Management Software by Davey Tree Expert Company or equivalent). _____
- 3) Provide current and projected workload for the Proposer and key personnel assigned to the City's account. Explain how this potential contract will fit into the Proposer's workload and how it plans to distribute resources and personnel, amongst its various clients, during a disaster event. For each current and projected engagement, please indicate: a) client name; b) current and projected workload; c) estimated dollar amount of engagement; d) key personnel assigned. _____
- 4) Explain how Proposer has complied with the public policies of the Federal Government. These include amongst other things, past and current compliance with:
- a. Equal opportunity and nondiscrimination laws as required in 41 C.F.R. Part 60-1.4(b) _____
 - b. Affirmative steps described in 2 CFR § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance. Document Proposer's efforts to utilize M/WBE firms, including what firms were solicited as suppliers and/or subcontractors. _____

SUBMITTAL – SECTION IV: PAST PERFORMANCE AND REFERENCES

- 1) Provide a minimum of three (3) references (but no more than five (5)) from public sector agencies, similar in size to the City of Coral Gables, for which Proposer has provided the services described in the RFP. Please include: (1) client name, (2) address, (3) contact name, (4) contact telephone number, (5) contact email address, (6) term of contract (start and end date), (7) total dollar value of the contract, (8) services provided, (9) agency's size (number of residents and square miles), (10) volume of debris managed and disposed. **DO NOT include work/services performed for the City of Coral Gables or City employees as reference.** _____

- 2) Provide a list with contact information of public sector clients, if any, that have discontinued use of Proposer's services within the past two (2) years and indicate the reasons for the same. The City reserves the right to contact any reference as part of the evaluation process. _____
- 3) Provide specific instances in the last three (3) years whereby a client's documentation/reimbursed amounts were challenged by a funding agency and the Proposer assisted in resolving said disputes to the advantage of the client. _____

SUBMITTAL – SECTION V: PRICE PROPOSAL

- 1) Provide pricing utilizing the Price Proposal form under Section 8. _____

-- NOTICE --

BEFORE SUBMITTING YOUR RFP RESPONSE MAKE SURE YOU:

1. Carefully read and have a clear understanding of the RFP, including the Scope of Services and enclosed Professional Services Agreement (*draft*).
2. Carefully follow the Submission Requirements outlined in Section 6 of the RFP.
3. Prepare and submit ONE ORIGINAL RESPONSE and SEVEN (7) PHOTOCOPIES with ONE (1) digital copy on a CD or flash drive.
4. Clearly mark the following on the outside of your submittal package: RFP Number, RFP Title, Proposer's Name and Return Address, Submittal Deadline.
5. Make sure your Response is submitted prior to the submittal deadline. **Late responses will not be accepted.**

FAILURE TO SUBMIT THIS CHECKLIST AND THE REQUESTED DOCUMENTATION MAY RENDER YOUR RESPONSE SUBMITTAL NON-RESPONSIVE AND CONSTITUTE GROUNDS FOR REJECTION. THIS PAGE IS TO BE RETURNED WITH YOUR RESPONSE PACKAGE.

SECTION 1

Request for Proposals (RFP) No. 2018-001

1.0: INTRODUCTION TO REQUEST FOR PROPOSAL

1.1. Invitation

Thank you for your interest in this Request for Proposals ("RFP"). The City of Coral Gables (the "City"), through its Procurement Division invites responses ("Proposals" / "Responses") from Firms ("Proposers") which offer to provide the services described in Section 2.0 "Scope of Work".

Throughout this RFP, the terms "must", "will", and "shall" will denote mandatory requirements. Any response that does not meet the mandatory requirements is subject to immediate disqualification.

NOTE: The City may award this RFP to multiple proposers. In such case, a Primary, Secondary, and Tertiary Proposer, in the order of their ranking as determined by their overall scores pursuant to this RFP, may be selected. If the Primary Proposer cannot respond in a timely manner or cannot fulfill its contractual obligations or when the workload warrants, the City reserves the right to request services from the Secondary and/or Tertiary Proposer, accordingly. In the event that the City awards this RFP to multiple proposers, the City will execute a Professional Services Agreement with each Proposer and designate each as Primary, Secondary, and Tertiary.

This is a nonexclusive contract and does not guaranty a minimum number of tasks, hours or work. Further, any estimated quantities are not guaranties, but estimates only provided to assist the City.

1.2. Contract Terms and Conditions

The Proposer(s) selected to provide the service(s) requested herein (the "Successful Proposer(s)") shall be required to execute a Contract or a Professional Services Agreement ("Agreement" / "Contract") with the City in substantially the same form as the Agreement included as part of this RFP, if applicable.

The term(s) of the Agreement shall be for an initial period of three (3) years with the option to renew for two (2) additional two (2) year periods.

The City shall have the right to terminate this contract pursuant to Section 1.12 of this solicitation. Continuation of the Contract beyond the initial period is a City prerogative; not a right of the Proposer. This prerogative will be exercised only when such continuation is clearly in the best interest of the City.

A. CONDITIONS FOR RENEWAL

Each renewal of this contract is subject to the following:

- (1) Continued satisfactory performance compliance with the specifications, terms and conditions established herein.
- (2) Availability of funds

1.3. Additional Information or Clarification

The Proposer must thoroughly examine each section of this RFP. If there is any doubt or obscurity as to the meaning of any part of the RFP, the Proposer may request clarification at the pre-proposal conference or by WRITTEN REQUEST via PublicPurchase (www.publicpurchase.com) prior to the Deadline for Written Questions. Proposer is responsible for downloading and bringing a copy of the RFP to the pre-proposal conference as copies will not be provided by the City.

Interpretations or clarifications in response to such questions will be issued in the form of a **WRITTEN ADDENDUM** which shall be released through PublicPurchase. Proposers must register via PublicPurchase to ensure receipt of any addendum issued to this solicitation. Failure to acknowledge receipt of an addendum may result in disqualification of proposal submitted.

No person is authorized to give oral interpretations of, or make oral changes to the RFP. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification will be made. Where there appears to be conflict between the RFP and any addenda issued, the last addendum issued shall prevail.

Proposer's should not rely on any representations, statements or explanations other than those made in this RFP or in any written addendum to this RFP.

1.4 Award of an Agreement

Agreements may be awarded to the Successful Proposer(s) by the City Commission or City Manager, as applicable, to one or more Proposer deemed the most responsible, responsive Proposer, meeting all specifications, and not necessarily to the lowest Proposer. Should the award be made to the lowest Proposer, the City will strictly enforce all the provisions of the resulting Contract, including penalty clauses for any service or quality problems. The Proposer shall not be permitted rate increases as a result of an artificial low price Proposal submitted in anticipation of requesting rate increases from the City after the contract award than otherwise provided in the contract. Non-performance shall result in cancellation of the contract with the Proposer. The City reserves the right to execute or not execute an Agreement with the Successful Proposer(s) if it is determined to be in the best interest of the City.

1.5 Agreement Execution

By submitting a Response, the Proposer agrees to be bound to and execute the Agreement for this solicitation. Without diminishing the foregoing, the Proposer may request clarification and submit comments concerning the Agreement for City's consideration. Only comments and proposed revisions included within the Response will be considered by the City. Any comments identified after the Response has been received may not be considered by the City. Furthermore, any requests to negotiate provisions of the Agreement not identified in the Response after the Response has been received, may be grounds for removal from further consideration for award. None of the foregoing shall preclude the City from seeking to negotiate changes to the Agreement during the negotiations process.

Failure of the Successful Proposer to execute a contract within thirty (30) days after the notification of award may, at the City's sole discretion, constitute a default. However, the Agreement must be executed no later than one hundred twenty (120) days, based upon the requirements set forth in the RFP through action taken by the City Commission at a duly authorized meeting. If the Proposer first awarded the Agreement fails to enter into the contract as herein provided, the award may be declared null and void, and the Agreement awarded to the next most responsible, responsive Proposer, or re-advertised, as determined by the City.

1.6 Unauthorized Work

Any unauthorized work performed by the Successful Proposer(s) shall be deemed non-compensable by the City.

1.7 Changes/Alterations

Proposers may change or withdraw a Response at any time **prior to** the Response Submittal Deadline. All changes or withdrawals shall be made in writing to the Procurement Division as specified in this RFP. Oral/Verbal modifications will not be allowed. Written modifications will not be accepted after the Response Submittal date.

1.8 Discrepancies, Errors, and Omissions

Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing to the City's Procurement Division in the manner prescribed in the RFP. Should it be necessary, the City will issue a written addendum to the RFP clarifying such conflicts or ambiguities.

1.9 Disqualifications

The City reserves the right to disqualify Responses before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer. It also reserves the right to waive any immaterial defect or informality in any Response; to reject any or all Responses in whole or in part, or to reissue a Request for Proposals.

Any Responses submitted by a Proposer who is in arrears (money owed) to the City or where the City has an open claim against a Proposer for monies owed the City at the time of Proposal submission, will be rejected as non-responsive and shall not be considered for award.

1.10 Proposer Expenditures

Proposer understand and agree that any expenditure they make in preparation and submittal of Responses or in the performance of any services requested by the City in connection with the Responses to this RFP are exclusively at the expense of the Proposers. The City shall not pay or reimburse any expenditure or any other expense incurred by any Proposer in preparation of a Response or anticipation of a contract award or to maintain the approved status of the Successful Proposers if an Agreement is awarded.

1.11 Financial Stability and Strength

The Proposer must be able to demonstrate a good record of performance and have sufficient financial resources to ensure that they can satisfactorily provide the goods and/or services required herein.

In determining a Proposer's responsibility and ability to perform the Contract, the City has the right to investigate and request information concerning the financial condition, experience record, personnel, equipment, facilities, principal business location and organization of the Proposer, the Proposer's record with environmental regulations, and the claims/litigation history of the Proposer. The City reserves the right to consider third party information (e.g. Dun & Bradstreet's Supplier Reports or similar) in determination of capacity.

Proposers **may** be required to submit financial statements for each of their last two (2) complete fiscal years within five (5) calendar days, upon written request. Such statements should include, at a minimum, Balance Sheets (Statements of Financial Position) and Statements of Profit and Loss (Statement of Net Income). When the proposal submittal is from a joint venture, each Proposer involved in the joint venture must submit financial statements as indicated above. Statements shall be certified by an independent Certified Public Accountant.

Any Proposer may be declared non-responsive who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor; or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law, or any state insolvency.

1.12 Contract Termination

The City, by written notice, may terminate in whole or part any Contract resulting from this competitive solicitation, when such action is in the best interest of the City. If the Agreement is so terminated, the City shall be liable only for payment for services rendered prior to the effective date of termination. The City may, by written notice to the Successful Proposer, terminate the Agreement if the Successful Proposer has been found to have failed to perform his/her services in a manner satisfactory to the City. The City may terminate the Agreement for convenience at any time by providing thirty (30) days written notice to the Successful Proposer. In the event the Successful Proposer is found to be in default, the Successful Proposer will be paid for all labor and materials provided as of the termination date only after City has completed the work called for by this Agreement with other forces, and has deducted the cost of such work, and any other damages payable to City, from any contract balance otherwise due and owing to the Professional under this Agreement. No consideration will be given for anticipated loss of revenue on the canceled portion of the Contract.

1.13 Contract Administrator

The City's Public Works Director/Designee shall be responsible for administering the Agreement, monitoring, and evaluating the service. The Successful Proposer will report to the City's authorized representative.

1.14 Estimated Quantities

Estimated quantities or estimated dollars are provided for your guidance only. No guarantee is expressed or implied as to actual quantities during the contract period. The City is not obligated to place an order for any given amount subsequent to the award of this contract. Said estimates may be used by the City for purposes of evaluating a response or determining the most advantageous proposer meeting specifications. The City reserves the right to acquire additional quantities at the prices proposed or at lower prices.

1.15 Background Screening

The Successful Proposer may be required to perform level 2 background screening on employees that perform work for the City of Coral Gables, pursuant to Chapter 435 F.S.

1.16 UTILIZATION OF MINORITY / WOMEN'S / LABOR SURPLUS FIRMS.

The City of Coral Gables, in accordance with the requirements as stated in 2 C.F.R. § 200.321 encourages the active participation of minority businesses, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. As such any contractor utilized by the City must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with § 2 CFR 200.321. More specifically, if subcontracts are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (1) through (5) below.

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prior to any contract award, the Proposer must document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their Proposal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities; and
Local Government M/DBE programs in many large counties and cities.

1.17 Bid Bond/Bid Security/Bid Deposit

A Bid Bond, a certified check, cashier's check, Treasurer's check or bank draft of any State or National Bank in the amount of five percent (5%) of the proposal total amount will accompany the Proposal. The bonding company must appear on the US Treasury List. The Bid Bond of the Successful Proposer will be retained until receipt and acceptance of a performance bond and all other required documents. Bid Bonds of all other Proposers will be returned without interest upon Award of Contract. **Failure to provide the bid bond when required shall result in the Proposer being "non-responsive" and rejected.**

1.18 Performance and Payment Bond

The Successful Proposer shall post Payment and Performance Bonds from a Corporate Surety, which is satisfactory to the City as security for the performance and prompt payment to all persons supplying labor and material in the execution of the work to be performed under the Contract and on any and/or all duly authorized modifications hereof. A bond will be posted and shall be a sum equal to one hundred percent (**100%**) of the contract amount, plus adjustments thereto, unless otherwise specified. The bond may be in the form of a Cash Bond or Surety bond written through an approved, reputable, and responsible company authorized to do business in the State of Florida. Attorneys-in-fact who sign bid bonds or contract bonds must file with such bond a certified copy of power of attorney to sign said bond.

Payment and Performance Bonds must be filed by the Proposer with the Procurement Division, in the full amount of the contract amount, as set forth here within this section in form and with corporate surety satisfactory to the City Manager and City Attorney, conditioned upon the performance of the work in accordance with the Contract, and for the payment of all persons performing labor and furnishing equipment or materials in connection with the Contract and indemnifying said City of Coral Gables from any expense, loss, or cost arising from and out of the improper performance of said Contract.

1.19 Bid Bond/Bid Security/Bid Deposit Forfeited Liquidated Damages

The following specification shall apply to bid/proposal, performance, payment, maintenance, and all other types of bonds:

All Bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength according to the latest edition of Bests Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey.

Bond Amount	Best Rating
500,000 to 1,499,999	A VI
1,500,000 to 2,499,999	A VIII
2,500,000 to 4,999,999	A X
5,000,000 to 9,999,999	A XII
over 10,000,000	A XV

On bond amount of \$500,000 or less, the provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

1. Providing evidence that the surety company is licensed to do business in the State of Florida;
2. Providing evidence that the surety company holds a certificate of authority authorizing it to write surety bonds in this state;
3. Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Invitation for Bids and/or Request for Proposals is issued.

4. Certifying that the surety is otherwise in compliance with the Florida Insurance Code.
5. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under 31 U.S.C. ss. 9304-9308.

Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of Treasury entitled A Surety Companies Acceptable to the Federal Bonds, published annually. The bond amount shall not exceed the underwriting limitations.

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SECTION 2

Request for Proposals (RFP) No. 2018-001

2.0 SCOPE OF SERVICES/WORK

I. PURPOSE

The City of Coral Gables, Florida ("City") is soliciting proposals for **Disaster Debris Monitoring Services** from a qualified and experienced professional firm ("Proposer"), readily available to provide the services outlined in this solicitation, in accordance with Federal Emergency Management Agency (FEMA) policies, procedures, and directives; Federal law, regulations, and executive orders; and State / Local law and regulations.

The selected/awarded proposer ("Successful Proposer") will be required to provide debris monitors and debris monitoring services to assist the City with the monitoring operations of the disaster debris removal and disposal contractor(s). The debris monitoring services to be provided are contract compliance supervision and inspection, not professional engineering services. Additionally, the Successful Proposer will be required to provide other services such as, but not limited to: damage assessment, training, emergency planning, public assistance consulting services and other services as needed and ordered by the City. Furthermore, the Successful Proposer may be required to facilitate communication with agencies such as: Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Natural Resources Conservation Service (NRCS) the State of Florida and other State, County and/or Federal agencies, coordination with State insurance representatives, pre-event planning, and post-event reconstruction, grant funding, and reimbursement services.

In providing the services solicited here in, the Successful Proposer shall adhere to the latest applicable FEMA policies, procedures, and directives, such as the FEMA Public Assistance Program and Policy Guide FP 104-009-2 / April 2017 as may be amended, updates or replaced from time-to-time. The Proposer shall also adhere to applicable Federal law, regulations, and executive orders; and State / Local law and regulations.

The decision to initiate the Successful Proposer's services will be determined by the City on an event-by-event basis, and is dependent upon, among other factors, the amount and extent of debris requirement removal. The City reserves the right, at its sole discretion, to perform any task contained in this solicitation.

II. SCOPE

A. Disaster Debris Monitoring Services

The Successful Proposer shall provide all management, supervision, labor, logistical support, transportation, and equipment necessary to initiate and to safely and accurately perform all of the City's debris monitoring activities.

The Successful Proposer shall observe day-to-day operations performed by the City's independent debris removal contractor(s) including, but not limited to, tree cutting, stump removal, and removal, reduction, and hauling of construction and demolition debris (C&D), vegetative debris, and any other disaster related debris. The Successful Proposer shall ensure that workers are performing eligible work in accordance with FEMA and all applicable Federal, State, and local regulations. The Scope of Services for Disaster Debris Monitoring shall include, but not be limited to:

- 1) Coordinating daily briefings, work progress, staffing, and other key items with the City.
- 2) Selection and permitting of Temporary Debris Storage and Reduction Site (TDSRS) locations and any other permitting/regulatory issues as necessary.
- 3) Scheduling work for all team members and contractors on a daily basis.
- 4) Hiring, scheduling, and managing field staff.

- 5) Supplying sufficient number of trained debris monitors and trained field supervisors to accommodate:
 - a. the volume of debris to be removed at loading sites and debris management sites or final disposal sites.
- 6) Monitoring recovery contractor's operations and making/implementing recommendations to improve efficiency and speed up recovery work.
- 7) Assisting the City with responding to public concerns and comments.
- 8) Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
- 9) Issuing tickets properly and accurately.
- 10) Entering tickets into a database application for electronic recording
- 11) Developing daily operational reports to keep the City informed of work progress.
- 12) Development of maps, GIS applications, etc. as necessary.
- 13) Reporting issues that require action (safety concern, contractor non-compliance and improper equipment use).
- 14) Ensuring that debris contractor work is within the assigned scope of work and report if debris removal work does not comply with local ordinances, as well as State and Federal regulations.
- 15) Assisting the City by providing and/or preparing any information and documents necessary for Federal or state reimbursement and audits.

B. Emergency Management Planning and Training - As directed by the City, the Successful Proposer shall provide:

- 1) Comprehensive emergency management plans (e.g. Continuing of Operations (COOP), Emergency Operations Plans (EOP)) to include plan development; review, and revisions.
- 2) Comprehensive mitigation programs to include development of mitigation plan(s), staff training, cost benefit analysis, project management, environmental review and staff augmentation.
- 3) Development or update of existing Debris Management Plan – including identification of an adequate number of TDSRS locations. Staff training as necessary.
- 4) Procurement assistance for debris removal contractors and other services as requested.
- 5) Project management to include the formulation and management of permanent work projects, task force management, and City Commissions, Boards and Panels.
- 6) Technical support and assistance in developing public information.
- 7) Other training and assistance as requested by the City.
- 8) Other reports and data as required by the City.
- 9) Other emergency management and consulting services identified and required by the City.

C. Public Assistance Consulting Services - As directed by the City, the Successful Proposer shall provide:

- 1) Identification of eligible emergency and permanent work (Category A-G);
- 2) Damage Assessment;
- 3) Assistance in attaining Immediate Needs Funding;
- 4) Prioritization of recovery workload;
- 5) Loss measurement and categorization;
- 6) Insurance evaluation, documentation adjusting and settlement services;
- 7) Project Worksheet generation and review;
- 8) FEMA, FHWA and NRCS reimbursement support;
- 9) Grant Application and Management Services, including but not limited to: applying for, managing, and coordinating grant funding sources for disaster assistance from Federal and State agencies, obtaining and managing all required documentation, and ensuring compliance with rules, regulations, policies and procedures of the grantor.
- 10) Staffing, management, guidance, and technical assistance with implementation of FEMA disaster recovery programs, such as Public Assistance and Hazard Mitigation

- 11) Staff augmentation with experienced Public Assurance Coordinators and Project Officers;
- 12) Interim inspections, final inspections, supplemental Project Worksheet generation and final review;
- 13) Appeal services and negotiations;
- 14) Reconstruction and long-term infrastructure planning; and
- 15) Final review of all emergency and permanent work performed.

III. MEETINGS WITH CITY PERSONNEL

- 1) City personnel will conduct a kick-off meeting, with the Successful Proposer when the contract is fully executed.
- 2) The Successful Proposer shall meet with City representatives and the debris removal contractor(s) at a minimum daily during a disaster.
- 3) **By no later than April 1st of each year and at no cost to the City**, the Successful Proposer shall meet with City personnel to discuss disaster planning and preparations. At least one (1) week prior to said meeting, the Successful Proposer shall provide the City's Emergency Manager and the Department of Public Works with an updated contact list in the Project Management Team. The list shall contain personnel's full name, title, office location, office number, mobile number, and email address. Additionally, if applicable, the Successful Proposer shall provide an updated organizational chart of the Project Management Team and updated credentials for each team member. **A replacement of any team member on the Project Management Team is subject to the approval of the City's Emergency Manager and the Public Works Department. Furthermore, the City reserves the right to request a change in the Project Management Team at any time throughout the duration of the contract.**

IV. PERSONNEL REQUIREMENTS AND RESPONSIBILITIES

The Successful Proposer shall establish a Project Management Team which may consist of the following members. The Project Management Team will be activated and utilized at the discretion of the City:

- 1) Project Manager
- 2) Operations Manager
- 3) Field Supervisors
- 4) Debris Loading Site Monitors
- 5) Debris Site/Tower Monitors
- 6) Clerical / Data Entry Supervisor (Data Manager)
- 7) Clerical Staff/Data Entry Clerk
- 8) Billing and Invoice Analyst
- 9) Environmental Specialists
- 10) GIS Analyst
- 11) Administrative Assistant
- 12) Public Assistance Coordinator
- 13) Others, as needed

The Successful Proposer may use other required positions as necessary with the written approval of the City's Project Manager. All Such positions and applicable hourly rates shall be listed in the price proposal form.

A. Project Manager & Operations Manager

The Successful Proposer's Project Manager shall serve as the point of contact for the City and be responsible for the overall project management and coordination of the debris monitoring services required to oversee the debris removal operations.

The Successful Proposer's Operations Manager shall oversee Debris Removal Contractor(s) and general field operations including monitors and data managers. The Operations Manager shall be on-site at all times the contract is operational.

The Project Manager and Operations Manager shall be responsible for the overall monitoring of debris contractors and the management of the Contractor's monitoring team. Examples of project management/process oversight tasks include, but are not limited to:

- 1) Assign Debris Monitoring Field Supervisors to oversee the Debris Removal Contractor(s), Debris Monitors, and Clerical/Data Entry Supervisors.
- 2) Ensure a sufficient number of trained debris monitors are available
- 3) Provide tower / disposal site monitors to observe and record all debris loads entering and exiting the temporary debris management sites.
- 4) Provide data entry and document processing personnel.
- 5) Conduct safety meetings with field staff, as necessary.
- 6) Respond to and document issues regarding complaints, damages, accidents or incidents involving the Successful Proposer or Contractor personnel and ensure that they are fully documented and reported.
- 7) Coordinate daily briefings with the City and the debris removal contractor(s), daily status reports of work process and staffing.
- 8) Ensure the documentation of environmental authorizations and/or permits for temporary debris management sites and final disposal.
- 9) Review and reconcile debris removal contractor invoices submitted to the City and prepare FEMA worksheets for reimbursement for debris hauling and monitoring efforts.
- 10) Preparation of interim operations and status reports and final report, as directed by the City.

B. Debris Monitoring Field Supervisor

The Successful Proposer will provide one (1) debris monitoring field supervisor for no more than seven (7) debris monitors. The Debris Monitoring Field Supervisor services include, but are not limited to:

- 1) Overseeing and supervising loading site and disposal site debris monitoring activities
- 2) Scheduling debris monitoring resources and deployment timing
- 3) Communicating and coordinating with City/County personnel
- 4) Providing suggestions to improve the efficiency of collection and removal of debris
- 5) Coordinating daily activities and future planning
- 6) Remaining in contact with debris management/dispatch center or supervisor
- 7) Identifying, addressing, and troubleshooting any questions or problems that could affect work area safety and eligibility
- 8) Supervising the accurate measurement of load hauling compartments and accurately computing volume capacity in cubic yards (CY)
- 9) Documenting and recording measurements and computations, and capturing all FEMA required data associated with debris removal.
- 10) Documenting truck hauling compartment condition using digital photographs
- 11) Preparing a master log book of all hauling equipment used by the City's debris removal contractor
- 12) Compiling, reconciling, and documenting daily, in an electronic spreadsheet format, all eligible debris hauled by the debris removal contractor(s)

C. Monitors

The Successful Proposer will provide trained debris monitoring personnel to oversee: (i) the loading of eligible debris at collection sites and verification of load capacity and documentation at designated temporary debris management or final disposal sites and (ii) the cutting, staging, measuring, and digital (data and photographic) documentation of eligible hanging branches and limbs, leaning trees that require removal, and stump removal. Services include, but are not limited to:

C.1 Debris Monitors

The Successful Proposer will provide debris monitors to perform on-site, street-level debris monitoring at all contractor loading sites to verify debris eligibility based on FEMA requirements and initiate documentation for debris removal using tickets. Services include, but are not limited to:

- 1) Providing trained debris monitoring personnel at designated loading sites to check and verify information on debris removal, operations
- 2) Monitoring collection activity of trucks
- 3) Issuing tickets at loading site for each load
- 4) Checking the area for safety considerations such as downed power lines and children playing in area, and ensuring that traffic control needs are met and trucks and equipment are operated safely
- 5) Ensuring that Freon-containing appliances are sorted and ready for Freon removal on-site or separating transport for Freon removal before final disposal
- 6) Performing a pre-work inspection of areas to identify potential problems such as covered utility meters, transformers, fire hydrants, mail boxes, etc. to mitigate damage from loading equipment
- 7) Documenting damage to utility components, driveways, road surfaces, private property, vehicles, etc., should it occur, with photographs (if possible, collect information about owner, circumstances of the damage [who, what, when, where] and report to field supervisor)
- 8) Ensuring the work area is clear of debris to the specified level before equipment is moved to a new loading area
- 9) Properly monitoring and recording performance and productivity of debris removal crew
- 10) Remaining in regular contact with debris management/dispatch center or supervisor
- 11) Ensuring that loads are contained properly before leaving the loading area
- 12) Ensuring that only eligible debris is collected for loading and hauling
- 13) Ensuring that only debris from approved public areas is loaded for removal
- 14) Performing other duties from time to time as directed by the debris management project manager or designated debris management personnel
- 15) Answering questions from residents and motorists; referring complaints and concerns to appropriate debris monitoring supervisor.

C.2 Debris Tower/Site Monitors

The Successful Proposer will provide debris tower and site monitors to verify estimated quantities of eligible debris hauled by contractor trucks and documented on tickets. Services include, but are not limited to:

- 1) Providing trained debris monitoring personnel to accurately measure load hauling compartments and accurately compute volume capacity in Cubic Yards (CY) for all contractor trucks and trailers prior to commencement of debris hauling operations
- 2) Documenting measurements and computations
- 3) Completing record of contract haulers' cubic yardage and other recordkeeping as needed on the ticket
- 4) Initialing each ticket before permitting trucks to proceed from the check-in area to the tipping area
- 5) Remaining in regular contact with debris management/dispatch center or field supervisor.
- 6) Performing other duties as directed by the dispatch/staging operation, debris management project manager, or other designated personnel

D. Clerical/Data Entry Supervisor (Data Manager)

The Successful Proposer will provide a Clerical/Data Entry Supervisor (Data Manager) to coordinate data entry and information management systems. Services include, but are not limited to:

- 1) Supervising the preparation of detailed estimates and submitting them to the City
- 2) Overseeing the entering, tabulating, and organization of collection and disposal data into required formats in compliance with requirements of FEMA, FHWA, and all other applicable federal, state, and local agencies.
- 3) Implementing and maintaining a disaster debris management system linking the ticket and debris management site information, including reconciliation and photographic documentation processes

- 4) Providing daily, weekly, or other periodic reports for the City noting work progress and efficiency, current/revised estimates, project completion, and other schedule forecasts/updates.
- 5) Designing and implementing quality assurance and control processes for the review and verification of field and debris contractor-provided data in support of invoices.
- 6) Serving as the City's representative in meetings with representatives of the Debris Contractor(s), State of Florida, FEMA, or other federal, state, or local agency speaking to data-related issues.

E. Clerical Staff/Data Entry Clerk

The Successful Proposer will provide clerical staff/data entry clerk(s) as required to enter ticket information into the Successful Proposer's information management systems and to respond to specific directions from the data entry supervisor.

F. Billing and Invoice Analyst

The Successful Proposer will provide a Billing/Invoice Analyst to inspect and audit invoices, reconcile invoices with standardized tickets/logs summary, verify accuracy of invoices, coordinate with debris removal contractors to rectify errors, approve invoices and authorize payment, produce summary reports for each invoice including backup data and documents.

G. Environmental Specialist

The Successful Proposer will provide an Environmental Specialist to assist in securing debris site permits, perform debris management site baseline analysis and documentation, and monitor project and sites for environmental compliance.

H. Environmental Specialist

The Successful Proposer will provide Geographic Information System (GIS) personnel responsible for preparing maps indicating progress of the debris clearing and hauling operations.

I. Administrative Assistant

The Successful Proposer will provide an Administrative Assistant to manage and organize all project documentation, scan all project cost documents, track monitoring costs and compile time sheets, and support Project Manager.

V. NOTICE TO PROCEED AND DEPLOYMENT

Services by the Successful Proposer shall begin upon receipt of a written Notice to Proceed (NTP) signed by the Contract Administrator. The NTP will indicate the date on which operations outlined will commence and its duration, the scope of work, and a not-to exceed amount. The duration, scope of work, and/or not-to-exceed amount may be adjusted depending on the severity of the disaster. In such case, the NTP will be amended accordingly in writing by the City. If the Successful Proposer continues working after reaching the not-to-exceed amount, it will proceed at its own risk.

Within twelve (12) hours of the issuance of a Notice to Proceed (NTP), the Successful Proposer shall be prepared to provide qualified on-site personnel to monitor debris receiving operations at debris sites located throughout the City. Additional sites may be added as debris removal efforts increase.

The Successful Proposer shall contact the City representative within 24 hours of a hurricane being named to begin planning process, within 72 hours prior to the arrival of a hurricane, and within six (6) hours upon the occurrence of a major disaster in which there is no advance notification/warning.

VI. RIGHT OF ENTRY WORK

The City may require the Successful Proposer to perform work on private property. If this is necessary, the Successful Proposer will:

- a. Manage the administration, mailing and collection of Right of Entry documentation.

- b. Survey, in conjunction with FEMA, properties for hazards that are eligible for FEMA reimbursement.
- c. Monitor and document the work for reimbursement and reconciliation purposes.
- d. Serve as City's public relations representative on site as work is being performed.

VII. DELIVERABLES

A. Daily Report.

The Successful Proposer shall prepare and submit electronically daily operational reports, including Geographic Information Systems (GIS) mapping data updates, throughout the duration of the emergency recovery operations. Daily reports shall document the debris contractors' activities and progress from the previous day and shall be submitted by 10:30 a.m. to the appropriate City personnel or designee. Each daily report shall contain the following minimum information:

- 1) Debris hauling company names
- 2) Number of trucks, number and type of loading equipment, number of loads, total cubic yards collected for the day, cumulative total of debris collected (in cubic yards)
- 3) Tree cutting/removal company name(s), number of cutting crews, daily progress maps noting completed streets for branch/limb cutting, specific addresses (including GPS coordinates) where trees have been removed. This includes hanger branches, leaner trees, stumps...etc, as well as capturing the City's tree identification number.

GIS mapping data provided by the Successful Proposer must be able to integrate with the City's GIS system (i.e. compatible with ESRI or equivalent) and the City's tree management software system (i.e. TreeKeeper Management Software by Davey Tree Expert Company or equivalent).

All GIS layers required by the Successful Proposer will be provided by the City, prior to an event or as soon as possible to ensure up to date files and consistency in field structure.

B. Final Report.

A final report shall be prepared by the Successful Proposer and submitted electronically and in hard-copy to the appropriate City personnel within thirty (30) days of completion of the emergency recovery operations. Recovery operations include closure and remediation of the sites and conclusions of all related operations. At a minimum, this report will include: (1) a discussion of disaster response requirements; (2) Discussion of lessons learned and recommendation for future disaster response, including the City's recovery contract requirements and results; (3) Recommendation for future disaster response strategies; (4) Digital copies of manifests, certificates, and related documents; (5) All other data taken during the implementation of the disaster response plan.

C. Project Completion

At a minimum, the following deliverables must be provided to the City electronically and in hard-copy at the completion of the emergency event response effort. However, deliverables shall be in no way limited to the following list. At its sole discretion, the City may add and/or delete-deliverables to meet the needs of the City.

- 1) Original tickets shall be boxed, bound by date and sorted by ticket number
- 2) Ticket logs including all information from ticket
- 3) Daily tower logs
- 4) List of all personnel with signatures and initials
- 5) Binders(s) with damage reports, completed repairs, issue releases (if applicable), and issues and resolution
- 6) List of tickets issued by monitors and a list of lost/voided tickets
- 7) Each pile of ineligible debris shall be tagged and a list compiled and submitted to the City. The City must approve format of the ineligible debris tag.

SECTION 3

Request for Proposals (RFP) No. 2018-001

3.0: MINIMUM QUALIFICATION REQUIREMENTS

The following represent the minimum qualification requirements for a Proposer to be deemed responsive by the City, and Proposer shall satisfy each of the following minimum requirements cited below. Each of these minimum qualifications must be addressed in detail in its submittal to determine Proposer's responsiveness. Failure to meet each of the following qualification requirements, and/or failure to provide sufficient detail and/or documentation in its submittal to determine responsiveness by the City, will result in the submittal being deemed non-responsive.

(A) PROPOSER SHALL:

- (1) Be regularly engaged in the business of providing the goods and/or services similar in scope and size as described in the Request for Proposals "Scope of Services" for a minimum of five (5) years.
- (2) Provide proof of active status or documentation evidencing Proposer is currently seeking active status with the Florida Department of State, Division of Corporation.
- (3) Have performed the services described in the RFP for at least three (3) public sector agencies similar in size to the City of Coral Gables. Similar in size shall mean a municipality/local government, with at least 51,000 residents within a fourteen (14) square mile area.

(B) KEY PERSONNEL REQUIREMENTS:

- (1) **Project Manager:** The Project Manager must have a minimum of five (5) years of documented experience in disaster debris management. The Project Manager must also be a permanent staff employee of the Proposer.
- (2) **Operations Manager:** The Operations Manager must have a minimum of two (2) years of documented experience in disaster debris management.
- (3) **Monitors:** Monitors must have a High School Diploma or GED, be adequately trained on Debris Operations.
- (4) **Clerical/Data Entry Supervisor (Data Manager):** The Data Manager must have two (2) years of documented experience working with a relational database management system. GIS mapping knowledge is preferred. The Data Manager will work under the supervision of the Project Manager.

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SECTION 4

Request for Proposals (RFP) No. 2018-001

4.0: RFP GENERAL CONDITIONS

4.1 Acceptance/Rejection

The City reserves the right to accept or reject any and/or all Proposals or sections thereof, and waive any informalities or technicalities. As a matter of information, the City Commission does not bind itself to accept the minimum specifications stated herein, but reserves the right to accept any which in the judgment of the City will best serve the needs and interest of the City. The City also reserves the right to reject any Proposer(s) who has previously failed to properly perform under the terms and conditions of a contract, to deliver on time any contracts with the City, and who is not in a position to perform the requirements defined in this RFP. This offering of RFP itself does not in any way constitute a contractual agreement between the City of Coral Gables and the Proposer(s), nor does the attached contract which is solely a draft.

4.2 Legal Requirements

The Proposer shall comply with all rules, regulations and laws of the City of Coral Gables, Miami-Dade County, the State of Florida and the Federal Government now in force or hereinafter to be adopted. Lack of knowledge by the Proposer shall in no way be cause for relief from responsibility.

Contracts pursuant to this RFP must meet rules for Federal grants, as provided for in Title 2, C.F.R. Part 200 for contracts awarded by non-Federal Entities under Federal Awards which are incorporated herein by reference as if enumerated herein in their entirety in order to be eligible for reimbursement under the Public Assistance Program. This RFP is solicited in accordance with the Procurement Requirements as shown in Title 2 C.F.R. § 200.317 to 200.326 and Appendix II to Part 200 as detailed in Section 12 of this document and shall apply to all contracts issued pursuant to this Request for Proposal.

Prime Proposers shall be required to follow all of the requirements of 2 C.F.R. §200.321 in the execution of this Contract, and shall require and enforce similar compliance with all sub-contractors.

Proposer should visit the FEMA (Federal Government) website and review the FEMA requirements for providing monitoring services.

Proposer shall be responsible to adhere to any Federal rules, regulations and/or Executive Orders as required for providing services in accordance with this procurement.

4.3 Non-Appropriation of funds

In the event that insufficient funds are appropriated and budgeted or funding is otherwise unavailable in any fiscal period for this Agreement, then the City, shall have the unqualified right to terminate the Work Order(s) or Agreement upon written notice to the Contractor, without any penalty or expenses to the City. No guarantee, warranty or representation is made that any particular work or any project(s) will be assigned to any vendor(s).

4.4 Occupational License Requirements (Business Tax Receipt Requirements)

Any person, firm, corporation or joint venture, with a business location in the City of Coral Gables who is submitting a response under this solicitation, shall meet the City's Occupational License Tax Requirements in accordance with Ordinance No O2005-15 of the City of Coral Gables Code and Chapter 205 of the Florida Statutes.

Others with a location outside the City of Coral Gables shall meet their local Occupational License Tax requirements. Copy of the license must be submitted with the Proposal; however, the City may,

at its sole option and in its best interest, allow the Proposer to supply the license to the City during the evaluation period, but prior to award.

4.5 Use of Polystyrene Prohibited

Contractor, vendor, lessee, concessionaire agrees to comply with Sec. 2-730 of the City of Coral Gables Code, which prohibits the sale or use of plates, bowls, cups, containers, lids, trays, coolers, ice chests, food containers and all similar articles made from expanded polystyrene within the city or in completing its duties to the city under this contract. (This prohibition does not apply to expanded polystyrene containers used for prepackaged goods that have been filled and sealed prior to receipt by the city contractor, vendor, lessee or concessionaire.) "Expanded polystyrene" is defined as blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including but not limited to fusion of polymer spheres, infection molding, foam molding and extrusion-blown molding. Contractor, vendor, lessee or concessionaire understands that violation of this section shall be deemed a default under the terms of the contract, lease or agreement."

4.6 Public Entity Crimes

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 Proposal to provide any goods or services to a public entity, may not submit a Proposal with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a proposer, 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 in F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendors list.

4.7 Resolution of Protests

Pursuant to Section 2-910 of the City of Coral Gables Code which may be found on the City of Coral Gables Website: <http://www.coralgables.com>. Click on Government, City Department, Procurement, Procurement Code (City Code Chapter 2 Article VIII)

4.8 Determination of Responsiveness

Each Response will be reviewed by the Procurement Division to determine if it is responsive to the submission requirements outlined in the RFP. A "responsive" Response is one which meets the requirements of the RFP, includes all documentation, is submitted in the format outlined in the RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem a Response non-responsive.

4.9 Evaluation of Responses

A. Rejection of Responses

The City may reject a Response for any of the following reasons:

- 1) Proposer fails to acknowledge receipt of addenda;
- 2) Proposer mistates or conceals any material fact in the Response;
- 3) Response does not conform to the requirements of the Formal Solicitation;
- 4) Response requires a conditional award that conflicts with the method of award;
- 5) Response does not include required samples, certificates, licenses as required; and,
- 6) Response was not executed by the Bidder's/Proposer(s) authorized agent.
- 7) Proposer's unsatisfactory performance record, judged from the standpoint of conduct of work, workmanship, progress or standards of performance agreed upon in the Contract as substantiated by past or current work with the City.
- 8) Proposer has previously defaulted in the performance of a public service contract, or has been convicted of a crime arising from the performance of a previous or current public service contract.

- 9) Any other inability, financial or otherwise, to perform the work, based on any reasons deemed proper as determined of Proposer's capability to perform the work.

The foregoing is not an all-inclusive list of reasons for which a Response may be rejected. The City may reject and/or re-advertise for all or any part of the Formal Solicitation whenever it is deemed in the best interest of the City.

B. Elimination From Consideration

- 1) A contract shall not be awarded to any person or firm that is in arrears to the City upon any debt or contract, or which is a defaulter as surety or otherwise upon any obligation to the City. Principal, officer, or stockholder of Proposer shall not be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.
- 2) A contract may not be awarded to any person or firm that has failed to perform under the terms and conditions of any previous contract with the City or deliver on time contracts of a similar nature.
- 3) A contract may not be awarded to any person or firm that has been debarred by the City in accordance with the City's Debarment and Suspension Ordinance.
- 4) **Federal Debarment and Suspension (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The contractor shall certify compliance. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts.**
- 5) A contract may not be awarded to any person or firm with any record of judgments, bankruptcies, pending lawsuits against the City or criminal activities involving moral turpitude, and not have any conflicts of interest that have not been waived by the City Commission.

C. Determination of Responsibility

- 1) Responses will only be considered from entities who are regularly engaged in the business of providing the goods/equipment/services required by the Formal Solicitation. Proposer must be able to demonstrate a satisfactory record of performance and integrity; and, have sufficient financial, material, equipment, facility, personnel resources, and expertise to meet all contractual requirements. The City reserves the right to make pre-award inspections of Proposer's facilities and/or equipment prior to contract award. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established entity in line with the best industry practices in the industry as determined by the City.
- 2) The City may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Proposer, including past performance (experience) with the City or any other governmental entity in making the award.
- 3) The City may require the Proposer(s) to show proof that they have been designated as an authorized representative of a manufacturer or supplier which is the actual source of supply, if required by the Formal Solicitation.
- 4) **Pursuant to 2 C.F.R. § 200.318(h), the City will award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. In addition to the above mentioned, consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.**

4.10 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Proposers must file the required certification, Schedule I hereto. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Proposer shall certify compliance.

4.11 Collusion

The Proposer, by submitting a Response, certifies that its Response is made without previous understanding, agreement or connection either with any person, firm, or corporation submitting a Response for the same services, or with any City Department. The Proposer certifies that its Response is fair, without control, collusion, fraud, or other illegal action. The Proposer certifies that it is in compliance with the conflict of interest and code of ethics laws. The City will investigate all situations where collusion may have occurred and the City reserves the right to reject any and all Responses where collusion may have occurred.

4.12 Sub-Contractor

A Sub-Contractor / Sub-Consultant is an individual or firm contracted by the Proposer(s) to assist in the performance of services required under this RFP. A Sub-Contractor / Sub-Consultant shall be paid through Proposer(s) and not paid directly by the City. Sub-Contractors / Sub-Consultants are allowed by the City in the performance of the services delineated within this RFP. Proposer(s) shall clearly reflect in its Response the major Sub-Contractor / Sub-Consultant to be utilized in the performance of required services. The City retains the right to accept or reject any Sub-Contractor / Sub-Consultant proposed prior to Agreement execution. Any and all liabilities regarding the use of a Sub-Contractor / Sub-Consultant shall be borne solely by the Successful Proposer(s) and insurance for each Sub-Contractor / Sub-Consultant must be maintained in good standing and approved by the City throughout the duration of the Agreement. Neither the Successful Proposer(s) nor any of its Sub-Contractors / Sub-Consultants are considered to be employees or agents of the City. Failure to list all major Sub-Contractors / Sub-Consultants and provide the required information may disqualify any proposed Sub-Contractor / Sub-Consultant from performing work under this RFP.

Proposer(s) shall include in their Responses the requested Sub-Contractor / Sub-Consultant information and include all relevant information required of the Proposer(s).

4.13 Substitutions for Assigned Personnel

The City reserves the right to approve substitutions for assigned personnel proposed for this project. Substitutions may be allowed for staff turnover, sickness or other emergency situations.

4.14 Florida Public Records Law

Sealed bids or proposals received by an agency pursuant to invitations to bid, requests for proposals, or request for qualifications are exempt from Florida Statutes Section 119.07(1) until such time as the agency provides notice of a decision or intended decision or within 30 days after bid or proposal opening, whichever is earlier.

Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, shall be kept and maintained in accordance with such Statute. Supplier acknowledges that records and books, not subject to exemption under Chapter 119, may be disclosed and/or produced to third parties by the City in accordance with requests submitted under Chapter 119 or court orders without penalty or reprisal to the City for such disclosure and/or production. Supplier also agrees to assert, in good faith, any relevant exemptions provided for under Chapter 119 for records in its possession on behalf of the City. Furthermore, Supplier agrees to comply with the provisions outlined in Section 119.0701 of the Florida Statutes, the requirements of which are incorporated herein.

4.15 Purchasing Agreements with Other Government Agencies:

At the option of the awarded Proposer, the submission of any solicitation response to this Request for Proposals constitutes a proposal made under the same terms and conditions, for the same contract price, to other governmental agencies including the State of Florida and its agencies, political subdivisions, counties and cities.

Each governmental, not-for-profit or quasi-governmental entity which uses a contract(s) resulting here from, will establish its own contract, place its own orders, issue its own purchase orders, be invoiced there from and make its own payments, determine shipping terms and issue its own exemption certificates as required by the Successful Proposer(s).

4.16 Protection of Property / Safety Concerns:

The Successful Proposer shall at all-time take precautions to avoid any damage or loss property of the City, and shall replace and repair to the City's satisfaction any loss or damage at Proposer's expense. Proposer shall adhere at all times to all safety concerns regarding employees and visitors to the facility(s).

Precautions shall be exercised at all times for the protection of persons and property. All Proposers and Sub-Contractors shall conform to all OSHA, State and County regulations while performing under the Terms and Conditions of this contract. Any fines levied by the above mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Proposer responsible for same.

4.17 Invoicing & Payment

Invoices shall contain purchase order number, or services performed including if applicable, service data, number of labor hours for each worker, hourly rate(s) for each worker, total employee hours billed. Copies or invoices or other appropriate documentation shall be provided for each job to support their actual cost prior to reimbursement. The Proposer, upon request by the City, shall supply additional documentation. Proposer will be paid in monthly installments. Payment is made according to the actual number of labor hours worked. Partial or full payment can be withheld until work is completed to the satisfaction of the City.

4.18 Auditing of Records

The successful Proposer's book and records as they relate to the anticipated contract must be made available for inspection and audit upon receipt of three (3) days prior written notice from the City and remain available for City or other applicable sources for inspection for at least three (3) years following the expiration of the contract.

4.19 One Proposal

Only one (1) Response from a Proposer will be considered in response to this Formal Solicitation. Submission of more than one Response for the same Contract under the same or different names will deem all such duplicated Responses non-responsive and all shall be rejected.

4.20 Travel Expenses

All travel expenses must be incorporated into the hourly rate charged for services. No additional travel or per diem will be paid.

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SECTION 5

Request for Proposals (RFP) No. 2018-001

5.0: INDEMNIFY, DEFEND AND HOLD HARMLESS & INSURANCE REQUIREMENTS

- 5.1** To the fullest extent permitted by Laws and Regulations, the Contractor shall defend, indemnify, and hold harmless the City and its attorneys, administrators, consultants, elected and appointed officials, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work and caused in whole or in part by any willful, intentional, reckless, or negligent act or omission of Contractor, any sub-consultant, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the City, its elected and appointed officials or any of its consultants, attorneys, administrators, agents, or employees by any employee of Contractor, any sub-consultant, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such sub-consultant or other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts. Moreover, nothing in this Indemnification and Hold Harmless provision shall be considered to increase or otherwise waive any limits of liability, or to waive any immunity, established by Florida Statutes, case law, or any other source of law.

- 5.2** For any and all claims against the CITY or any of its elected and appointed officials, attorneys, administrators, consultants, agents, or employees by any employee of Contractor, and sub-consultant, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such sub-consultant or other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts.

- 5.3** The indemnification and hold harmless provision shall include, but not be limited to, all of the following:

- a. Damages awarded to any person or party.
- b. Attorney's fees and costs incurred in defending such claims. The CITY may use the attorney or law firm of its choice in which event the Contractor will pay such firm the fees it charges the CITY, provided such fees are reasonable in light of the prevailing market rate for similar legal services. Such fees shall be deemed reasonable if they are no greater than the fees that CITY pays other counsel for representation in similar cases. If the City Attorney's Office provides the defense, CONTRACTOR will reimburse the CITY at the prevailing market rate for similar legal services.
- c. Attorney's fees and cost of any party that a court orders the CITY to pay.
- d. Lost time that results from the CITY or its officials or employees responding to discovery or testifying by deposition or in court. In this regard, for any time the CITY spends in responding to document requests or public records requests relating to such claims whether from CONTRACTOR or any other party, CONTRACTOR will reimburse CITY \$50.00 for each employee work hour spent reviewing or responding to such requests. For any time spent testifying in court or in depositions, or preparing for such testimony, CONTRACTOR will reimburse CITY on a per hour basis as follows:

- For the Mayor or City Commissioner: \$300.00 per hour
- For the City Manager: \$250.00 per hour
- For an Assistant City Manager or Department Director: \$250.00 per hour
- For an Assistant Department Director: \$100.00 per hour
- For City Attorney or Assistant City Attorney: Prevailing market rates
- For other employees: \$50.00 per hour

- e. The expenses incurred by CITY in complying with any administrative or court order that may arise from such claims.
- f. Miscellaneous expenses relating to such claims including expenses of hotels and transportation in trips relating to such claims; and
- g. Any other direct or indirect expense that CITY would not have incurred but for a claim that arises out of this agreement.

5.4 It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06 (Chapter 725), Florida Statutes.

5.5 The Proposer hereby expressly agrees and understands that the indemnification and hold harmless provisions contained in the Professional Services Agreement resulting from this RFP, will supersede and take precedence over any such provisions contained within the RFP documents.

5.6 INSURANCE REQUIREMENTS

5.6.1 GENERAL CONDITIONS

Pursuant to the City of Coral Gables Code, Section 2-971, the Risk Management Division of the Office of Labor Relations and Risk Management has developed the following insurance requirements to protect the City of Coral Gables to the maximum extent feasible against any and all claims that could significantly affect the ability of the City to continue to fulfill its obligations and responsibilities to the taxpayers and the public.

Consequently, prior to award and in any event prior to commencing work, the Contractor shall procure, and provide the City with evidence of insurance coverage as required herein and name the City as an Additional Insured on a primary and non-contributory basis. The Contractor shall secure and maintain, at its own expense, and keep in effect during the full period of the contract a policy or policies of insurance, and must submit these documents to the Risk Management Division of the Office of Labor Relations and Risk Management for review and approval.

All city solicitation and contract documents shall include insurance provisions approved by the Risk Management Division.

5.6.2 PROPOSER REQUIREMENTS

The Proposer shall maintain, at its own cost and expense, the following types and amounts of insurance with insurers with rating of "A-" "VI" or better according to the A.M. Best rating guide as a minimum standard. The insurers providing coverage must be approved by the State of Florida and hold all of the required licenses in good standing to conduct business within the State of Florida. In addition, they must be acceptable to the City of Coral Gables Risk Management Division and/or the City Attorney's Office.

5.6.3 TYPE OF COVERAGE & LIMIT OF LIABILITY REQUIREMENT

- 5.6.3.1 Workers' Compensation and Employers Liability Insurance** covering all employees, subcontractors, and/or volunteers of the Contractor and/or Vendor engaged in the performance of the scope of work associated with this contract and/or agreement. The minimum limits of liability shall be in

accordance with applicable state and/or federal laws that may apply to Workers' Compensation insurance, with the following limits:

5.6.3.1.1 Workers' Compensation - Coverage A
Statutory Limits (State of Florida or Federal Act)

5.6.3.1.2 Employers' Liability - Coverage B
\$1,000,000 Limit - Each Accident
\$1,000,000 Limit - Disease each Employee
\$1,000,000 Limit - Disease Policy Limit

5.6.3.2 Commercial General Liability Insurance written on an occurrence basis including, but not limited to; Coverage for contractual liability, products and completed operations, personal & advertising injury, bodily injury and property damage liabilities with limits of liability no less than:

5.6.3.2.1 Each Occurrence Limit - \$1,000,000

5.6.3.2.2 Fire Damage Limit (Damage to rented premises) - \$100,000

5.6.3.2.3 Personal & Advertising Injury Limit - \$1,000,000

5.6.3.2.4 General Aggregate Limit - \$2,000,000

5.6.3.2.5 Products & Completed Operations Aggregate Limit - \$2,000,000

5.6.3.3 Business Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Contract, with a combined single limit of liability for bodily injury and property damage of not less than:

5.6.3.3.1 Combined Single Limit (Each Accident) - \$1,000,000

5.6.3.3.2 Any Auto (Symbol 1)

5.6.3.3.3 Hired Autos (Symbol 8)

5.6.3.3.4 Non-Owned Autos (Symbol 9)

5.6.3.4 Professional Liability Insurance – with a limit of liability no less than \$1,000,000 per claim with a deductible per claim, if any, not to exceed 5% of the limit of liability providing for all sums which the PROFESSIONAL shall become legally obligated to pay as damages for claims arising out of the services performed by the PROFESSIONAL or any person employed in connection with this Agreement (as applicable). This insurance shall be maintained for three (3) years after any WORK covered by this Agreement.

5.6.4 MINIMUM COVERAGE FORM (SHALL BE AT LEAST AS BROAD AS):

5.6.4.1 Workers Compensation

The standard form approved by the State of Jurisdiction.

5.6.4.2 Commercial General Liability

ISO (Insurance Services Office, Inc.) Commercial General Liability coverage ("occurrence" Form CG 0001) or its equivalent. "Claims made" form is unacceptable except for professional or environmental liability coverage.

5.6.4.3 Commercial Auto Liability

ISO (Insurance Services Office, Inc.) Commercial Auto Liability coverage (form CA 0001) or its equivalent.

5.6.5 REQUIRED ENDORSEMENTS

5.6.5.1 The following endorsements with City approved language

- 5.6.5.1.1** Additional insured status provided on a primary & non-contributory basis for general, and auto liability.
- 5.6.5.1.2** Waiver of Subrogation for all applicable coverages: general, auto liability and workers compensation
- 5.6.5.1.3** Notices of Cancellation/Non-renewal/Material Changes must be sent directly to the City of Coral Gables by the Insurance Company. The City only requires the same statutory notice that an insurance company must provide to the insured, however this Notice may not be less than Thirty (30) Days, except a Ten (10) Day Notice of cancellation is acceptable for non-payment of premium.

Notices of Cancellation, Non-renewal or Material Change must be provided to the following address:

CITY OF CORAL GABLES
INSURANCE COMPLIANCE
P.O. BOX 100085-CE
DULUTH, GA 30096

5.6.5.2 All policies shall contain a “severability of interest” or “cross liability” clause without obligation for premium payment of the City.

5.6.6 HOW TO EVIDENCE COVERAGE TO THE CITY

5.6.6.1 The following documents must be provided to the City;

5.6.6.1.1 A Certificate of Insurance containing the following information:

- 5.6.6.1.1.1** Issued to entity contracting with the City
- 5.6.6.1.1.2** Evidencing the appropriate Coverage
- 5.6.6.1.1.3** Evidencing the required Limits of Liability required
- 5.6.6.1.1.4** Evidencing that coverage is currently in force
- 5.6.6.1.1.5** Language provided in the Special Provision Section of the Certificate of Insurance affirming that all endorsements required by the City have been endorsed to all of the policies.

A copy of each endorsement that is required by the City.

5.6.6.2 All Certificates of Insurance must be signed by a person authorized by that insurer to bind or amend coverage on its behalf

5.6.6.3 The City reserves the right to require a complete copy of any insurance policies required by the City. Should the City invoke this right, the policy must be provided directly to the City by the insurance agent or insurance company.

5.6.6.4 The city reserves the right to require additional insurance requirements at any time during the course of the agreement.

5.6.7 WAIVER OF INSURANCE REQUIREMENTS

Should a Proposer not be able to comply with any insurance requirement, for any reason, the Proposer must write a letter to the Risk Management Division on their letter head requesting that a waiver of a specific insurance requirement be granted. The requested

waiver will be evaluated by the Risk Management Division. The Risk Management Division will approve or reject the requested waiver of insurance and will forward the waiver to the City Attorney's Office for further evaluation.

Proposers are encouraged review their individual insurance needs with their insurance agents/brokers regularly to determine the adequacy of the coverage and the limits of liability that are being purchased. In certain circumstances, the City of Coral Gables will require additional insurance to respond to the hold harmless and indemnification clauses executed with the City of Coral Gables. Based on the nature of the work performed, the City of Coral Gables will determine what additional types of insurance and/or higher limits of liability that must be obtained.

Upon contract award, all documents evidencing insurance to City of Coral Gables – Insurance Compliance should be sent via email to cityofcoralgables@ebix.com and copy to druiz@coralgables.com.

Should you require assistance, contact the dedicated Call Service Lines for City of Coral Gables:

Call Service Lines - Insurance Compliance
Phone: (951) 652-2883.
Fax: (770) 325-0417
Email: cityofcoralgables@ebix.com

When Professional, Contractor and/or Vendor evidence insurance to the City of Coral Gables, the Certificate Holder section of the Certificate of Insurance should read as follows:

City of Coral Gables
Insurance Compliance
PO Box 100085 –CE
Duluth, GA 30096

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CITY OF CORAL GABLES REQUIRED COVER SHEET & CHECK LIST WHEN EVIDENCING INSURANCE

This check list was developed to identify the documents required when an entity and/or an individual is evidencing insurance to the City. All applicable boxes must be checked. This form, and other related insurance documents are available @ www.coralgables.com. Under City Departments tab, click on Human Resources, then the Risk Management Division Page.

◀◀◀ THIS FORM MUST BE SUBMITTED WHEN EVIDENCING INSURANCE TO THE CITY ▶▶▶▶

Full Legal Name (as shown on the agreement or permit with the City):	
City Department (that you are working with or that is issuing a permit):	
City Employee (contract manager or employee issuing permit):	
The name & phone # of the individual who completed this check list:	
The date this check list was completed in its entirety:	

☐ **A Certificate of Insurance is attached and the following information is contained therein:**

- ☐ The named insured listed on the Certificate of Insurance exactly matches the name of the individual and/or entity that is required to evidence insurance to the City.
- ☐ The Certificate Holder section of the Certificate of Insurance reads as follows:
City of Coral Gables • 0000000000 { } 000000
PO Box 100085 - CE • Duluth, GA 30096
- ☐ The special provisions section of the Certificate of Insurance contains language affirming that;
 - 1) Endorsements have been issued to all required insurance policies naming the City of Coral Gables as an additional insured on a primary and non-contributory basis (except workers compensation & professional liability insurance) and;
 - 2) That all policies evidenced to the City contain a waiver of subrogation endorsement and;
 - 3) That all policies have been endorsed to ensure that the City receives the same Florida statutorily required notice of cancellation that an insurance company provides the first named insured of the policy.

IF COVERAGE IS REQUIRED FOR THE LINES OF INSURANCE BELOW, THEN THE DOCUMENTS LISTED MUST ALSO BE ATTACHED TO THE CERTIFICATE OF INSURANCE EVIDENCED TO THE CITY

☐ **Copies of the following Commercial General Liability Endorsements (or a copy of the section of the insurance policy that provides this coverage) are attached to this check list:**

- ☐ Endorsement (or a copy of the policy) naming the City of Coral Gables as an Additional Insured on a Primary and Non-Contributory Basis.
- ☐ Waiver of Subrogation Endorsement (or a copy of the policy) in favor of the City.
- ☐ Endorsement providing the City with the same Florida statutorily required notice of cancellation that an insurance company provides the first named insured of the policy.

☐ **Copies of the following Automobile Liability Endorsements (or a copy of the section of the insurance policy that provides this coverage) are attached to this check list:**

- ☐ Endorsement (or a copy of the policy) naming the City of Coral Gables as an Additional Insured on a Primary and Non-Contributory Basis.
- ☐ Waiver of Subrogation Endorsement (or a copy of the policy) in favor of the City.
- ☐ Endorsement providing the City with the same Florida statutorily required notice of cancellation that an insurance company provides the first named insured of the policy.

☐ **Copies of the following Workers Compensation Endorsements (or a copy of the section of the insurance policy that provides this coverage) are attached to this check list:**

- ☐ Waiver of Subrogation Endorsement (or a copy of the policy) in favor of the City.
- ☐ Endorsement providing the City with the same Florida statutorily required notice of cancellation that an insurance company provides the first named insured of the policy.

SECTION 6

Request for Proposals (RFP) No. 2018-001

6.0: SUBMISSION REQUIREMENTS

6.1. SUBMITTAL INSTRUCTIONS

Responses to this RFP must be submitted typed or printed in ink, with all required forms and schedules executed. Use of erasable ink is not permitted. **The Proposal must be signed by an officer or representative who is authorized to contractually bind the Proposer.** Responses shall be submitted in the format outlined below under "Response Format". Responses received electronically, either through email or facsimile, are not acceptable and will be rejected.

Any and all Responses which do not include all required documentation and/or do not follow the prescribed format may be deemed non-responsive. The City reserves the right to request any documentation omitted. Proposer must submit any omitted documentation within three (3) calendar days (excluding weekends and holidays) upon request from the City, or the Response may be deemed non-responsive. Non-responsive Proposals will receive no further consideration.

Proposers shall submit one (1) Original Response, along with all required checklists, forms, and schedules. Additionally, Proposers shall submit seven (7) copies and one (1) digital copy (*PDF format*) on a CD or flash drive. **The Professional Service Agreement** is a **draft** for your review; therefore submittal of this agreement is not required with the Response. Responses must be addressed to the Procurement Division, 2800 S.W. 72 Avenue, Miami, FL 33155, and delivered at or prior to the time noted for the submittal deadline. Responses received after the submittal deadline will not be accepted. It will be the sole responsibility of the Proposer to deliver the Response to the Procurement Division office on or before the submittal deadline.

Proposals shall be submitted in a sealed envelope clearly marked on the exterior with the following:

- (1) RFP No. and RFP Title
- (2) Proposer's Name and Return Address
- (3) Submittal Deadline
- (4) Addressed to: City of Coral Gables
Procurement Division
2800 S.W. 72ND Ave.
Miami, FL 33155

The Procurement Division will not be held responsible for the premature opening of a Response not properly addressed and identified. **All Responses submitted become the exclusive property of the City of Coral Gables.**

The Response shall be considered an offer on the part of the Proposer, which offer shall be deemed accepted upon approval of the City, and in case of default, the City reserves the right to accept or reject any and all Proposals, to waive irregularities and technicalities, and request new Responses. The City also reserves the right to award any resulting agreement as it deems will best serve the interests of the City.

6.2. RESPONSE FORMAT

THE RESPONSE SHALL BE TABBED AND ORGANIZED AS INDICATED BELOW AND SHALL ADEQUATELY ADDRESS EACH CRITERIA.

SUBMITTAL - SECTION I: TITLE PAGE, TABLE OF CONTENTS, REQUIRED FORMS, AND MINIMUM QUALIFICATION REQUIREMENTS.

- 1) **Title Page:** Show the RFP number and title, the name of your firm, address, and telephone number, name of contact person, e-mail address, and date.
- 2) Provide a **Table of Contents** in accordance with and in the same order as the respective “**Sections**” listed below. Clearly identify the material by section and page number.
- 3) Fill out, sign, and submit the **Proposer’s Acknowledgement Form**.
- 4) Fill out and submit the **Solicitation Submission Check List**.
- 5) Fill out, sign, and submit the **Proposer’s Affidavit** and **Schedules A through L**.
- 6) Include a **Bid Bond**, in accordance with Section 1.17 of the RFP.
- 6) **Minimum Qualification Requirements:** submit detailed verifiable information affirmatively documenting compliance with the Minimum Qualifications Requirements shown in Section 3.

SUBMITTAL - SECTION II: EXPERIENCE AND QUALIFICATIONS

(i) FOR PROPOSER:

- 1) Provide a complete history and description of your company, including, but not limited to, the number of years in business, size, number of employees, office location where work is to be performed, copy of applicable licenses/certifications, credentials, capabilities and capacity to meet the City’s needs.
- 2) Describe the Proposer’s relevant experience in providing the services described in the “Scope of Services” to public sector agencies similar in size to the City of Coral Gables.
- 3) Describe the Proposer’s knowledge and experience with programs, procedures, reimbursement guidelines of FEMA, FHWA, NRCS, including but not limited to any experience with FEMA reimbursable disaster debris removal projects related to declared disasters, and any other applicable Federal or State agencies associated with funding of debris removal and recovery efforts.
- 4) Describe the Proposer’s knowledge and experience with all aspects of emergency management including but not limited to, procurement, deployment and management of field staff operations, planning, contract management and accounting/reporting systems.
- 5) Describe the Proposer’s professional development program, including policy/procedures/measures in place ensuring all key personnel assigned to the City have continuing education and receive specialized training in the services solicited herein.
- 6) The Proposer must not have a vested interest in a debris removal contract or contractor(s) with the City. Also, there must be no conflict of interest between the Proposer and a debris removal contractor(s). Proposer shall include a statement confirming the latter, including certification that neither Proposer nor any employee thereof, has a conflict of interest, either direct or indirect, in connection with the services sought herein pursuant to Federal and state law.

(ii) FOR KEY PERSONNEL:

- 1) Provide a summary of the qualifications, copy of applicable licenses/certifications, and experience of all proposed key personnel (i.e., Project Management Team, including sub-consultants). Include resumes (listing experience, education, licenses/certifications) for your proposed key personnel and specify the role and responsibilities of each team member in providing the services outlined in the RFP.
- 2) Provide an organizational chart of all key personnel that will be used.
- 3) For each key team member, please describe the experience in providing the services solicited herein, including but not limited to any experience with Federal, State and local emergency management agencies, programs, funding sources and reimbursement processes.

SUBMITTAL – SECTION III: PROJECT UNDERSTANDING, PROPOSED APPROACH, AND METHODOLOGY

- 1) Describe in detail, your approach to perform the services and tasks solicited herein, namely Disaster Debris Monitoring, Emergency Management Planning and Training, and Public Assistance Consulting Services. Include detailed information, as applicable, which addresses, but need not be limited to: understanding of the RFP scope and requirements, implementation plan, strategies for assuring assigned work is completed on time and communication with City staff. Indicate how the Proposer intends to positively and innovatively work with the City in providing the services outlined in this RFP.
- 2) Describe Proposer's database reporting system and capabilities, including but not limited to:
 - a. the ability to capture data and provide electronic reports
 - b. integrate with the City's GIS system (ESRI or equivalent) and tree management software system (TreeKeeper Management Software by Davey Tree Expert Company or equivalent)
- 3) Provide current and projected workload for the Proposer and key personnel assigned to the City's account. Explain how this potential contract will fit into the Proposer's workload and how it plans to distribute resources and personnel, amongst its various clients, during a disaster event. For each current and projected engagement, please indicate the following:
 - a. Client name
 - b. Current and/or projected workload
 - c. Estimated dollar amount of engagement
 - d. Key personnel assigned
- 4) Explain how Proposer has complied with the public policies of the Federal Government. These include amongst other things, past and current compliance with:
 - a. Equal opportunity and nondiscrimination laws as required in 41 C.F.R. Part 60-1.4(b)
 - b. Affirmative steps described in 2 CFR § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance. Document Proposer's efforts to utilize M/WBE firms, including what firms were solicited as suppliers and/or subcontractors.

SUBMITTAL – SECTION IV: PAST PERFORMANCE AND REFERENCES

- 1) Provide a minimum of three (3) references (but no more than five (5)) from public sector agencies, similar in size to the City of Coral Gables, for which Proposer has provided the services described in the RFP. Please include: (1) client name, (2) address, (3) contact name, (4) contact telephone number, (5) contact email address, (6) term of contract (start and end date), (7) total dollar value of the contract, (8) services provided, (9) agency's size (number of residents and square miles), (10) volume of debris managed and disposed. **DO NOT include work/services performed for the City of Coral Gables or City employees as reference.**
- 2) Provide a list with contact information of public sector clients, if any, that have discontinued use of Proposer's services within the past two (2) years and indicate the reasons for the same. The City reserves the right to contact any reference as part of the evaluation process.
- 3) Provide specific instances in the last three (3) years whereby a client's documentation/reimbursed amounts were challenged by a funding agency and the Proposer assisted in resolving said disputes to the advantage of the client.

SUBMITTAL – SECTION V: PRICE PROPOSAL

- 1) Provide pricing utilizing the Price Proposal form under Section 8.

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SECTION 7

Request for Proposals (RFP) No. 2018-001

7.0: EVALUATION / SELECTION PROCESS

7.1. Evaluation Procedures

- (a) The Procurement Division shall review all Proposal submissions for responsiveness to the requirements of the RFP. The evaluation will consist of, but not be limited to, Proposer willingness and ability to provide all services requested under the conditions stated in this RFP. The Procurement Division will also evaluate the Proposers(s)' professional references, company resources, including personnel and equipment, ability to respond to requests, including missed commitments, response time, business history with the City, if any, as well as with all other public or private entities; and the required licenses and insurance.
- (b) The City of Coral Gables shall be the sole judge in determining Proposer responsiveness.
- (c) As part of the evaluation process, the City may conduct background investigations of Proposer, its officials and employees, including a record check by or directed by the City of Coral Gables Police Department through FDLE and/or other databases. Proposer submission of Proposal constitutes acknowledgement of the process and consent to such investigation.

7.2. Method of Evaluation / Evaluation Criteria

An Evaluation Committee, appointed by the Procurement Officer or designee, will meet to evaluate all responsive submittals received in accordance with the requirements set forth in the solicitation. The City may request additional information of a clarifying nature if deemed necessary for this evaluation. Additional information may be requested via written submissions or oral presentations to the Evaluation Committee.

In evaluating the submittals received, the Evaluation Committee may review and score the submittals with or without conducting interview sessions or oral presentations. The Evaluation Committee may also establish a short list of no less than three (3) firms (if more than 3 submissions are received) deemed to be the most highly qualified to perform the required services. The short-listed Proposers may be required to be present for interview sessions / oral presentations before the Evaluation Committee.

At the conclusion of the meeting, the Evaluation Committee will score each individual Proposer based on the Evaluation Criteria outlined in Section 7.3. Each member of the committee will add together the criteria points assigned to each Proposer. The Procurement Division will tabulate the scores assigned by each member to develop a Total Aggregate Score for each Proposer. (see example below).

The Procurement Officer will review the Evaluation Committee's recommendation and submit a recommendation to the City Manager and City Commission for review and authorization to proceed with Contract Negotiations.

Proposer	Committee Member 1 (Total Score)	Committee Member 2 (Total Score)	Committee Member 3 (Total Score)	Total Aggregate Score	Final Ranking
Proposer A	75	60	68	203	1
Proposer B	90	48	55	193	2
Proposer C	80	51	36	167	3

7.3 Evaluation Criteria

Proposals will be scored and ranked by the Evaluation Committee, based on the following criteria and points:

Category		Points
a)	Experience & Qualifications	35
b)	Project Understanding, Proposed Approach, and Methodology	30
c)	Past Performance and References	20
d)	Price Proposal	15
Total Points		100

Proposer Evaluation Criteria Breakdown

a) Experience and Qualifications

- Proposer's qualifications including, but not limited to: company history and description, number of years in business, size, number of employees, office location where work is to be performed, licenses/certifications, credentials, capabilities and capacity to meet the City's needs.
- Proposer's relevant experience in providing the services described in the "Scope of Services" to public sector agencies similar in size to the City of Coral Gables.
- Proposer's knowledge and experience with programs, procedures, reimbursement guidelines of FEMA, FHWA, NRCS, including but not limited to any experience with FEMA reimbursable disaster debris removal projects related to declared disasters, and any other applicable Federal or State agencies associated with funding of debris removal and recovery efforts.
- Proposer's knowledge and experience with all aspects of emergency management including but not limited to, procurement, deployment and management of field staff operations, planning, contract management and accounting/reporting systems.
- Proposer's professional development program, including policy/procedures/measures in place ensuring all key personnel assigned to the City have continuing education and receive specialized training in the services solicited herein.
- Qualifications and experience of all proposed key personnel (including sub-consultants).

b) Project Understanding, Proposed Approach, and Methodology.

- Proposer's overall detailed approach to perform the services and tasks solicited herein, namely Disaster Debris Monitoring, Emergency Management Planning and Training, and Public Assistance Consulting Services.
- Proposer's understanding of the RFP scope and requirements, implementation plan, strategies for assuring assigned work is completed on time, communication with City staff, and Proposer's intent to positively and innovatively work with the City in providing the services outlined in this RFP.
- Proposer's database reporting system and capabilities.
- Current and projected workload for the Proposer and key personnel assigned to the City's account; and how the potential contract will fit into the Proposer's workload.
- Proposer's plan to distribute resources and personnel, amongst its various clients, during a disaster event.
- Proposer's compliance with the public policies of the Federal Government.

c) Past Performance and Reference

- Proposer's detailed references and past performance.

d) Price Proposal

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SECTION 8

Request for Proposal (RFP) No 2018-001

8.0: PROPOSAL PRICING

8.1 PROPOSAL PRICING FORM

Each Proposer shall ensure the Proposal Pricing Schedule listed in the following pages is completed in full, with Proposer providing a detailed list of all costs to provide Services.

Proposers should carefully follow the instructions outlined below, particularly with respect to the format and number of pages allotted to each topic, if applicable. Failure to follow these instructions may be considered grounds for excluding a proposal from further consideration.

Proposer shall submit a Proposal expressing its interest in providing the services described herein. To receive consideration, this Request for Proposal must be submitted in its entirety, with all forms executed. All corrections to prices made by the Proposer must be initialed. Any additional information to be submitted as part of the Proposal may be attached behind the Proposal Pricing Schedule, carefully cross-referencing each item number and/or letter.

The City reserves the right to add or delete any service, at any time. Should the City determine to add an additional service for which pricing was not previously secured; the City shall seek the Successful Proposer to provide reasonable cost(s) for same. Should the City determine the pricing unreasonable, the City reserves the right to negotiate cost(s) or seek another vendor for the provision of said service(s).

Proposer: _____ Address _____

Contact Name _____ Title _____ Signature _____

Telephone _____ Email: _____

PROPOSAL PRICING FORM – RFP 2018-001 DISASTER DEBRIS MONITORING SERVICES

Instructions: Proposer shall provide a **Unit Price** and **Extended Amount** for each of the services listed below. This Price Proposal Form shall be typed or printed in ink. In the event of errors in the Extended Amount, the unit prices shall govern in determining the quoted prices. Unit Prices shall include, but not be limited to, full compensation for labor, any and all equipment used, travel and related expenses and any and all other costs to the Proposer. The City will not pay and/or reimburse any additional costs including, but not limited to, travel, mileage, lodging, meals, and other travel and subsistence expenses. No overtime rates shall be paid by the City; unit prices shall include applicable overtime.

Unit Prices shall remain fixed and firm for the initial three (3) year term of the contract. Prior to each renewal term of the resulting agreement, unit prices may be negotiated by the City with the Successful Proposer.

Item	Description/Positions	Estimated Hours*	Unit of Measure	Unit Price	Extended Amount <i>(Unit Price x Estimated Hours)</i>
1	Project Manager	80	Hourly	\$	\$
2	Operations Manager	336	Hourly	\$	\$
3	Field Supervisors	1344	Hourly	\$	\$
4	Debris Loading Site Monitors	7056	Hourly	\$	\$
5	Debris Site/Tower Monitors	2352	Hourly	\$	\$
6	Clerical / Data Entry Supervisor (Data Manager)	160	Hourly	\$	\$
7	Clerical Staff / Data Entry Clerks	480	Hourly	\$	\$
8	Billing and Invoice Analyst	40	Hourly	\$	\$
9	Environmental Specialist	16	Hourly	\$	\$
10	GIS Analyst	16	Hourly	\$	\$
11	Administrative Assistant	40	Hourly	\$	\$
12	Public Assistance Coordinator	80	Hourly	\$	\$
				TOTAL: (Items 1 to 12) (Sum of Extended Amounts)	\$

***These hours are not intended to represent the actual contract amount, but are an estimated representation of a typical work month and will be used for the sole purpose of evaluating proposals. This is a “requirements” based contract and no minimum amount of hours/work is guaranteed or implied.**

Other Optional Positions. Proposer may include other positions, with hourly rates and attach a job description for each position.

Item	Description / Position	Unit of Measure	Unit Price
1		Hourly	\$
2		Hourly	\$
3		Hourly	\$
4		Hourly	\$
5		Hourly	\$

SECTION 9

Request for Proposal (RFP) No. 2018-001

9.0: BID BOND FORM

- 9.1: Bid Bond Form** - Proposer shall complete and submit the Bid Bond Form in accordance with Section 1.17.

BID BOND

STATE OF FLORIDA }
COUNTY OF MIAMI DADE }SS.
CITY OF CORAL GABLES }

KNOWN ALL MEN BY THESE PRESENTS, That we as Principal, and _____, as Surety, are held and firmly bonded unto the City of Coral Gables as Owner in the penal sum of Dollars (\$_____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted to the City of Coral Gables the accompanying Bid, signed _____, and dated _____, 20____, for

DISASTER DEBRIS MONITORING SERVICES - RFP 2018-001

CORAL GABLES, FLORIDA

in accordance with the Scope of Services/Work therefore, the call for Bids or-Proposals, and the Instructions to Proposers, all of which are made a part hereof by reference as if fully set forth herein.

NOW, THEREFORE,

- (a) If the Principal shall not withdraw said bid within thirty (30) days after date of opening of the same, and shall within ten (10) days after written notice being given by the City Manager or his designee, of the award of the contract, enter into a written contract with the City, in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, as may be required for the faithful performance and proper fulfillment of such contract,
- (b) in the event of the withdrawal of said bid or proposal within the period specified, or the failure to enter into such contract and give such bond within the time specified, if the Principal shall pay the City the difference between the amount specified in said bid or proposal and the amount for which the City may procure the required work and/or supplies, if the latter amount be in excess of the former, the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

BID BOND

IN WITNESS HEREOF, the above bounded parties have executed this instrument under their several seals this _____ day of _____, A.D., 20_____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS

(If Sole Ownership or Partnership,
Two (2) Witnesses Required.
If Corporation, Secretary Only
will attest and affix seal).

(1) _____

(2) _____

PRINCIPAL

Name of Firm

(SEAL)
Signature of Authorized Officer

Title

Business Address

City, _____ State

WITNESS:

(1) _____

(2) _____

SURETY:

Corporate Surety

(SEAL)
Attorney-In-Fact

Business Address

City, _____ State

Name of Local Agency

SECTION 10

Request for Proposal (RFP) No. 2018-001

10.0: PROPOSER'S AFFIDAVIT INCLUDING SCHEDULES A THROUGH L

10.1: Proposer's Affidavit along with Schedules A through L as follows:

- A - Certificate of Proposer
- B - Non Collusion Affidavit and Contingent Fee Affidavit
- C - Drug Free Statement
- D - Proposer's Qualification Statement
- E - Code of Ethics, Conflict of Interest, Code of Silence
- F - Americans with Disabilities Act (ADA)
- G - Public Entity Crimes
- H - Acknowledgement of Addenda
- I - Appendix A, 44 C.F.R. Part 18-Certification Regarding Lobbying
- J – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- K – Federal Grant Funding Certification
- L – Work Hours & Safety Certification

PROPOSER'S AFFIDAVIT

SUBMITTED TO: City of Coral Gables
Procurement Division
2800 SW 72 Avenue
Miami, Florida 33155

The undersigned acknowledges and understands the information contained in response to this RFP Schedules A through L shall be relied upon by Owner awarding the contract and such information is warranted by Proposer to be true and correct. The discovery of any omission or misstatements that materially affects the Proposer to perform under the contract shall be cause for the City to reject the solicitation submittal, and if necessary, terminate the award and/or contract. I further certify that the undersigned name(s) and official signatures of those persons are authorized as *(Owner, Partner, Officer, Representative or Agent of the Proposer that has submitted the attached Response)*. Schedules A through L are subject to Local, State and Federal laws (as applicable); both criminal and civil.

- SCHEDULE A – CERTIFICATE OF PROPOSER
- SCHEDULE B – NON-COLLUSION AND CONTINGENT FEE AFFIDAVIT
- SCHEDULE C – DRUG-FREE STATEMENT
- SCHEDULE D – PROPOSER'S QUALIFICATION STATEMENT
- SCHEDULE E – CODE OF ETHICS, CONFLICT OF INTEREST, AND CODE OF SILENCE
- SCHEDULE F – AMERICANS WITH DISABILITIES ACT (ADA)
- SCHEDULE G – PUBLIC ENTITY CRIMES
- SCHEDULE H – ACKNOWLEDGEMENT OF ADDENDA
- SCHEDULE I – APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING
- SCHEDULE J –CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
- SCHEDULE K – FEDERAL GRANT FUNDING SPECIAL PROPOSAL CONDITIONS
- SCHEDULE L – WORK HOURS & SAFETY CERTIFICATION

This affidavit is to be furnished to the City of Coral Gables with its RFP response. It is to be filled in, executed by the Proposer and notarized. If the Response is made by a Corporation, then it should be executed by its Chief Officer. This document **MUST** be submitted with the Response.

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20____, before me the undersigned Notary Public of
the State of _____, personally appeared _____
(Name(s) of individual(s) who appeared before Notary

And whose name(s) is/are subscribes to within the instrument(s), and acknowledges it's
execution.

NOTARY PUBLIC, STATE OF _____

(Name of notary Public; Print, Stamp or
Type as Commissioned.)

Personally know to me, or Produced
Identification:

(Type of Identification Produced)

NOTARY PUBLIC
SEAL OF OFFICE:

SCHEDULE "A" - CITY OF CORAL GABLES - CERTIFICATE OF PROPOSER

Neither I, nor the firm, hereby represent has:

- a. employed or retained for a commission, percentage brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the Proposer) to solicit or secure this contract.
- b. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- c. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the Proposer) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract except as here expressly stated (if any):

SCHEDULE "B" - CITY OF CORAL GABLES - NON-COLLUSION AND CONTINGENT FEE AFFIDAVIT

1. He/she is the _____
(Owner, Partner, Officer, Representative or Agent)

of the Proposer that has submitted the attached Response.

2. He/she is fully informed with respect to the preparation and contents of the attached Response and of all pertinent circumstances respecting such Response;
3. Said Response is made without any connection or common interest in the profits with any other persons making any Response to this solicitation. Said Response is on our part in all respects fair and without collusion or fraud. No head of any department, any employee or any officer of the City of Coral Gables is directly or indirectly interested therein. If any relatives of Proposer's officers or employees are employed by the City, indicate name and relationship below.

Name: _____ Relationship: _____

Name: _____ Relationship: _____

4. No lobbyist or other Proposer is to be paid on a contingent or percentage fee basis in connection with the award of this Contract.

SCHEDULE "C" CITY OF CORAL GABLES - VENDOR DRUG-FREE STATEMENT

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug- free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

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 solicitation 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 solicitation, 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 form complies fully with the above requirements.

The company submitting this solicitation has established a Drug Free work place program in accordance with Sate Statute 287.087

SCHEDULE "D" CITY OF CORAL GABLES – PROPOSER'S QUALIFICATION STATEMENT

The undersigned declares the truth and correctness of all statements and all answers to questions made hereinafter:

Company Name: _____

Address: _____
 Street City State Zip Code

Telephone No: (____) _____ Fax No: (____) _____ Email: _____

How many years has your organization been in business under its present name? __ Years

If Proposer is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statue:

Under what former names has your business operated? : _____

At what address was that business located? _____

Are You Certified? Yes _____ No _____ If Yes, **ATTACH COPY** of Certification.
Are You Licensed? Yes _____ No _____ If Yes, **ATTACH COPY** of License

Has your company or its senior officers ever declared bankruptcy?

Yes _____ No _____ If yes, explain: _____

Please identify each incident within the last five (5) years where (a) a civil, criminal, administrative, other similar proceeding was filed or is pending, if such proceeding arises from or is a dispute concerning the Proposer's rights, remedies or duties under a contract for the same or similar type services to be provided under this RFP:

Have you ever been debarred or suspended from doing business with any government entity?

Yes ____ No ____ If Yes, explain _____

SCHEDULE "E" CITY OF CORAL GABLES – CODE OF ETHICS, CONFLICT OF INTEREST, AND CONE OF SILENCE

THESE SECTIONS OF THE CITY CODE CAN BE FOUND ON THE CITY'S WEBSITE, UNDER GOVERNMENT, CITY DEPARTMENT, PROCUREMENT, PROCUREMENT CODE (CITY CODE CHAPTER 2 ARTICLE VIII); SEC 2-1023; SEC 2-606; AND SEC 2-1027, RESPECTIVELY.

IT IS HEREBY ACKNOWLEDGED THAT THE ABOVE NOTED SECTIONS OF THE CITY OF CORAL GABLES CITY CODE ARE TO BE ADHERED TO PURSUANT TO THIS SOLICITATION.

SCHEDULE "F" CITY OF CORAL GABLES - AMERICANS WITH DISABILITIES ACT (ADA) DISABILITY NONDISCRIMINATION STATEMENT

I understand that the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any sub-contractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and service, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101,12213 and 47 U.S.C. Sections 225 and 661 including Title I, Employment; Title 11, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Sections 5553.501-553.513, Florida Statutes

The Rehabilitation Act of 1973, 229 U.S.C. Section 794

The Federal Transit Act, as amended, 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

SCHEDULE "G" CITY OF CORAL GABLES - STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

1. I understand that a "public entity crime" as define in Paragraph 287.133(1)(g), **Florida Statutes**, means 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 or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means 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 guilty or nolo contendere.

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
1. A predecessor or successor of a person 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. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
4. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies.]**

____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list.

[attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

SCHEDULE "H" CITY OF CORAL GABLES - ACKNOWLEDGEMENT OF ADDENDA

1. The undersigned agrees, if this RFP is accepted, to enter in a Contract with the CITY to perform and furnish all work as specified or indicated in the RFP and Contract Documents within the Contract time indicated in the RFP and in accordance with the other terms and conditions of the solicitation and contract documents.
2. Acknowledgement is hereby made of the following Addenda, if any (identified by number) received since issuance of the Request for Proposal.

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

SCHEDULE "I" - APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING

LOBBYING - 31 U.S.C. 1352, as amended

APPENDIX A, 44 CFR PART 18--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Professional] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Professional, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Professional's Authorized Official

_____ Name and Title of Professional's Authorized Official

_____ Date

SCHEDULE "J" – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Government Debarment & Suspension

Instructions

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R.

§§ 180.300, 180.355, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING CERTIFICATION]

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

Printed Name and Title of Authorized Representative

Signature

Date

SCHEDULE "K" FEDERAL GRANT FUNDING SPECIAL PROPOSAL CONDITIONS

This procurement is fully or partially Federally Grant funded. Proposer certifies that it shall comply with the applicable clauses as enumerated below.

1. **Drug Free Workplace Requirements:** Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub L 100-690, Title V, Subtitle D) All proposers entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.
2. **Proposer Compliance:** The proposer shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.
3. **Conflict of Interest:** The proposer must disclose in writing any potential conflict of interest to the city or pass-through entity in accordance with applicable Federal policy.
4. **Mandatory Disclosures:** The proposer must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
5. **Utilization of Minority and Women Firms (M/WBE):** The proposer must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime proposer will require compliance by all sub-contractor. Prior to contract award, the proposer shall document efforts (see Attachment B) to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractor as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities
6. **Equal Employment Opportunity/Nondiscrimination:** (As per Executive Order 11246) The proposer may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The proposer agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.
7. **Davis-Bacon Act:** If applicable to this contract, the proposer agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Proposers are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, proposers must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the City will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.
8. **Copeland Anti Kick Back Act:** If applicable to this contract, proposers shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this contract. Proposers are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

9. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708): Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each proposer is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
10. **Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387):** as amended—The Proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
11. **Debarment and Suspension** (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220 and 2 CFR pt. 300) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The proposer shall certify compliance. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts.
12. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352): Proposers that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The proposer shall certify compliance.
13. **Rights to Inventions Made Under a Contract or Agreement:** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
14. **Procurement of Recovered Materials:** Proposers must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

15. Access to Records and Reports:

Proposer will make available to the City's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Okaloosa City, Okaloosa City Clerk of Court's Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the proposer that are pertinent to the City's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the proposer's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

16. Record Retention:

Proposer will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.

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

18. Termination for Default (Breach or Cause): If a contract is entered into, the Proposer acknowledges that if it fails to perform in the manner called for in the contract, or if the Proposer fails to comply with any other provisions of the contract, the City may terminate the contract for default. Termination shall be effected by serving a notice of termination on the proposer setting forth the manner in which the Proposer is in default. The proposer will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

20. Prohibition on utilization of cost plus a percentage of cost contracts: The City will not award contracts containing Federal funding on a cost plus percentage of cost basis.

21. Energy Policy and Conservation Act (43 U.S.C. §6201): All contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above applicable requirements. I further certify that any subcontractor will also be required to comply with the requirements above.

DATE _____

SIGNATURE _____

COMPANY: _____

NAME: _____

ADDRESS _____

TITLE: _____

E-MAIL: _____

PHONE NO _____

SCHEDULE "L" - CONTRACTOR CERTIFICATION WORK HOURS AND SAFETY STANDARDS
ADDENDUM

This certification is incorporated as part of the contract for Disaster Debris Monitoring Services.

The Contractor acknowledges and certifies that in accordance with the mandatory requirement that this provision be set forth in all FEMA related contracts, that it shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

Under 40 U.S.C. s. 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. s. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

More particularly, as set forth in 29 CFR s.5.5(b) which provides the required contract clauses:

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

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

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

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

_____, hereby certifies that it shall adhere to the Work Hours and Safety Standards regulations throughout the duration of this Contract as set forth above.

Contractor Signature

Date: _____

SECTION 11

Request for Proposal (RFP) No. 2018-001

11.0: PROFESSIONAL SERVICES AGREEMENT (DRAFT)

- 11.1** The enclosed agreement is a draft for your review. You are not required to fill out and submit the agreement at time of response submittal.

PLEASE REFER TO **APPENDIX A** IN PUBLICPURCHASE TO VIEW AND DOWNLOAD A COPY OF THE PROFESSIONAL SERVICES AGREEMENT.

APPENDIX A

PROFESSIONAL SERVICES AGREEMENT (PSA)

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT is made as of this ____day of _____, 2018, between the City of Coral Gables (hereinafter called the "City"), and _____, (hereinafter called the "Professional").

RECITALS

WHEREAS, the City desires to enter into an agreement with the Professional to provide Disaster Debris Monitoring Services ("Services"); and

WHEREAS, the City having investigated the qualifications of the Professional to perform the Services herein contemplated and found those qualifications satisfactory; and

WHEREAS, the Professional having examined the scope of the services required hereunder and having expressed desire and willingness to provide such services and having presented qualifications to the City in support of those expressed desires; and

WHEREAS, the Professional agrees to accept this Agreement upon the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, the City agrees to retain the Professional for a three (3) year period to provide Disaster Debris Monitoring Services to the City. However, this period may be extended at the sole discretion of the City (through the City Manager) for two (2) additional two (2) year periods, subject to negotiations of rates for each renewal term of the contract, pursuant to Procurement Code Section 2-687(h)(3) entitled "Competitive Sealed Proposals; Award".

I. GENERAL PROVISIONS

This Agreement incorporates and supersedes all previous agreements, written and oral, and all prior and contemporaneous communications between the parties, regarding this subject. The City reserves the right to initiate change to any provision of this Agreement. All such changes shall be accomplished only by mutually signed Amendments.

The Professional shall perform the Services in accordance with the requirements stated in the Scope of Services, which is attached hereto and incorporated herein as Exhibit A, and as may be specifically designated and authorized by the City.

1.1 Engagement. The City agrees to engage the Professional for a period specified in paragraph 1.2, and the Professional agrees to accept such engagement and to perform such services for the City upon the terms, and subject to the conditions set forth herein.

1.2 Agreement Period. The terms of the Agreement (the "Professional Period") shall commence within ten (10) days of the execution date of the agreement and shall continue thereafter for a three (3) year period. This period may be extended

upon mutual agreement between the City (through the City Manager) and the Professional for two (2) additional two (2) year periods, subject to negotiations of rates for each renewal term of the contract, pursuant to Procurement Code Section 2-687(h)(3) entitled "Competitive Sealed Proposals; Award" or until terminated by the City upon 30 days written notice to the Professional, in accordance with the notice requirements contained in Section XIII.

1.3 Priority of Interpretation. The Code and any City resolutions take precedence over this agreement and its exhibits. This document without exhibits is referred to as the "Base Agreement." In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, service, or other work, or otherwise, between the Base Agreement and the exhibits, or between exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Base Agreement, and then to the exhibits according to the following priority:

- a) Scope of Services – Exhibit A
- b) Compensation – Exhibit B
- c) City Resolution and applicable Code provisions - Exhibit C
- d) City Request for Proposal ("RFP") 2018-001 – Exhibit D
- e) Professional's Response to RFP – Exhibit E
- f) Insurance Certificates – Exhibit F
- g) Sample Notice to Proceed (NTP) – Exhibit G
- h) 2 C.F.R. s. 200.317 – s. 200.326 – Exhibit H
- i) Performance and Payment Bond – Exhibit I

1.4 Duties and Responsibilities. During the Agreement Period, the Professional shall provide the Services in accordance with the requirements outlined in Exhibit A of the Agreement. No work shall commence without a written Notice to Proceed (NTP) to the Professional from the Public Works Director/Designee (herein referred to as the "Contract Administrator") establishing the date on which operations outlined will commence and duration, the scope of work, and a not-to-exceed amount.

1.5 Background Investigation. The Professional agrees that all employees of the Professional may be subject to an annual Level 2 background investigation.

1.6 Polygraph Examination. The Professional agrees to submit to polygraph examinations at the request of the Contract Administrator.

1.7 Medical, Drug Screening and Check-ups. All Professionals, their employees, agents and sub consultants must satisfactorily complete the City's pre-placement medical and drug screening examinations and be certified as drug free as well as abide by the City's Drug Free Work Place Policy at Professional's expense. The City may require that the Professional and/or their employees, agents and sub consultants performing Services for the City submit to a yearly medical and drug screen examination, at Professional's expense.

Additionally, Professional agrees that in accordance with the Drug Free Workplace Act of 1988 (Pub 1 100-690, Title V, Subtitle D) that by entering into a contract exceeding \$100,000 involving federal funding, it must comply with all Federal Drug Free Workplace requirements in accordance with the Act.

1.8 Drug Testing. The Professional agrees to submit to unannounced drug testing at the request of the Contract Administrator.

1.9 Driver's License. At City's option, the Professional must provide a valid Florida Driver's License or appropriate commercial driver's license for each employee, agent or sub consultant and be willing and able to operate any required vehicles as authorized by the City. Evidence of compliance with the Defensive Driving Course must be submitted to the City prior to operating a City vehicle or any vehicle where patrons or children are passengers. Individuals must be approved by the Risk Management Division of the City prior to the operation of a City owned vehicle and/or privately owned vehicles while conducting City business. The City reserves the right to request the employee/agent's driving record from the State of Florida, at Professional's expense.

1.10 Confidential Information. The Professional agrees that any information received by the Professional for the City and in providing Services in accordance with this Agreement which is not publicly available, shall not be revealed to any other persons, firm or organizations. The Professional further agrees that it will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by FEMA or is considered sensitive consistent with applicable Federal, state, and/or local laws regarding privacy and obligations of confidentiality.

1.11 Most Favored Public Entity. The Professional represents that the prices charged to City in this Agreement do not exceed existing prices to other customers for the same or substantially similar items or services for comparable quantities under similar terms and conditions. If Professional's prices decline, or should Professional, at any time during the term of this Agreement, provide the same goods or services to any other customer at prices below those set forth herein, then such lower prices shall be immediately extended to the City.

II. PROFESSIONAL SERVICES

2.1 Basic Services. The duties and responsibilities are outlined in Section 1.4 of the Agreement.

2.2 Reporting. The Professional shall comply with the necessary reporting requirements as outlined by the Contract Administrator for review. In addition, the Professional shall submit a monthly report to the Contract Administrator, which shall include detailed information regarding the activities of the Professional during the previous month.

2.3 Availability of Professional. The Professional shall make all documents available 24 hours a day, 7 days a week, 365 days a year, in order to satisfy the City's emergency demands for continued, non-interrupted service.

III. COMPENSATION

3.1 Basic Compensation. In full consideration of the Services of the Professional hereunder, the Professional shall be paid in accordance with the Compensation Schedule attached hereto and incorporated herein as Exhibit B. The City

reserves the right to contract with the Professional for additional services, not originally outlined in Exhibit A. Additional services shall be compensated at rates stipulated in Exhibit B. Reimbursement for equipment, material and for subcontracted services not stipulated in Exhibit B shall be included in the formal written proposal for additional services and will be considered on a case-by-case basis. If applicable, the additional services shall be added to the agreement via a mutually signed Amendment. Any increase in the agreed upon amount shall be approved by the Procurement Division or designee, and shall be in accordance with applicable City, State, and Federal regulations.

3.2 **Expenses.** As part of, and in addition to the basic compensation described in this Agreement, the City shall provide the Professional with no additional compensation for any services performed in fulfilling the requirements of this Agreement. All additional requested expenses must be pre-approved through the Contract Administrator.

3.3 **Not to Exceed.** The maximum contract sum payable by the City to Professional for Services performed under this Contract shall not exceed the dollar amount stipulated in the Notice to Proceed (NTP). The not-to-exceed amount may be adjusted depending on the severity of the disaster. In such case, the NTP will be amended accordingly in writing by the City (through the Contract Administrator). If Professional continues working after reaching the not-to-exceed amount, it will proceed at its own risk.

IV. INDEPENDENT CONTRACTOR AND PROFESSIONAL HOLD HARMLESS PROVISIONS

4.1 **Independent Contractor and Professional.** The Professional acknowledges entering into this Agreement as an independent Contractor and Professional, and that the Professional shall therefore be responsible for the deposit and payment of any Federal Income Taxes, FICA, Unemployment Taxes or any similar fees or taxes that become due, and shall be responsible for the collection and payment of all withholdings, contributions and payroll taxes relating to Professional's services, or those of employees of the Professional. The City shall not withhold from sums payable to the Professional, any amount whatsoever for Federal Income Taxes, FICA, Unemployment Insurance Taxes or any similar fees or taxes. The Professional, their employees or agents, will not be considered an employee of the City or entitled to participate in plans, distributions, arrangements or other benefits extended to City employees.

4.2 **Agency.** Nothing herein shall imply or shall be deemed to imply an agency relationship between the City and Professional.

4.3 Professional warrants that it fully complies with all Federal Executive Orders, statutes and regulations regarding the employment of undocumented workers and others and that all employees performing work under this Agreement meet the citizenship or immigration status requirements set forth in Federal Executive Orders, statutes and regulations. Professional shall indemnify, defend, and hold harmless City, its officers and employees from and against any sanctions and any other liability which may be assessed against Professional or City in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of any persons performing work hereunder.

4.4 The employees and agents of each party, shall while on the premises of the other party, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

4.5 Indemnification and Hold Harmless. To the fullest extent permitted by laws and regulations, the Professional shall defend, indemnify, and hold harmless the City, its elected and appointed officials, attorneys, administrators, consultants, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other Professional's and court and arbitration costs) arising out of or resulting from the performance of the work and caused in whole or in part by either (i) any willful, intentional, reckless, or negligent act or omission of Professional, any sub consultant, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder and regardless of the negligence of any such indemnified party, or (ii) any willful, intentional, reckless, or negligent act or omission of any individual or entity not a party to this agreement, or (iii) any negligent act or omission of the City or the City's officers, agents, or employees. The parties expressly agree that this provision shall be construed broadly, and Professional's obligations to pay for the City's legal defense hereunder shall arise and be fully enforceable when Professional (or any sub consultant or any person or organization directly or indirectly employed by Professional) is alleged to have acted willfully, intentionally, recklessly, or negligently in the performance of the work required under this Agreement. Any failure of Professional to comply with the terms of this provision shall be deemed a material breach of this Agreement and may subject Professional to debarment from consideration for future award of city contracts pursuant to Section 2-912(b)(4) of the City of Coral Gables Code of Ordinances. This provision shall survive termination of the Agreement.

4.5.1 In any and all claims against the City or any of its elected and appointed officials, consultants, agents, or employees by any employee of Professional, any sub consultant, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Professional or any such sub consultant or other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts. Moreover, nothing in this Indemnification and Hold Harmless provision shall be considered to increase or otherwise waive any limits of liability, or to waive any immunity, established by Florida Statutes, case law, or any other source of law.

V. INSURANCE

5.1 Without limiting Professional's indemnification of the City, and during the term of this Agreement, Professional shall provide and maintain at its own expense the below described programs of insurance. Such programs and evidence of insurance shall be satisfactory to the City and shall be primary to and not contributing with any other insurance or self-insurance program maintained by the City. Certificates or other evidence of coverage shall be delivered to:

City of Coral Gables
Insurance Compliance
P.O. Box 100085 – CE
Duluth, GA 30096

Such certificates or other evidence of coverage shall be delivered prior to commencing performance under this Agreement, and shall specifically identify this Agreement, and shall contain the express condition that the City is to be given advance written notice by receipted delivery at least thirty (30) days in advance of any cancellation, non-renewal or material change of the insurance policy.

5.2 The Professional shall maintain during the terms, except as noted, of this Agreement the following insurance:

a. **Professional Liability Insurance** with a limit of liability no less than \$1,000,000 per occurrence with a deductible per claim, if any, not to exceed 5% of the limit of liability providing for all sums which the Respondent shall become legally obligated to pay as damages for claims arising out of the services performed by the Respondent or any person employed, contracted and/or subcontracted in connection with this Agreement. This insurance shall be maintained for three (3) years after any work covered by this Agreement.

b. **Comprehensive general liability insurance** with broad form endorsement or equivalent, including automobile liability, completed operations and products liability, contractual liability, severability of interests with cross liability provision, and personal injury and property damage liability with limits no less than \$1,000,000 per occurrence for bodily injury and property damage, and \$2,000,000 in the aggregate. Said policy or policies shall name City as additional insured on a primary and non-contributory basis and shall reflect the hold harmless provision contained herein.

c. **Worker's Compensation Insurance** for all employees of Professional as required by Florida Statutes Section 440, and employer's liability insurance with limits not less than, \$1,000,000

d. **Automobile Liability insurance** covering all owned, non-owned and hired vehicles used in connection with the performance of the work in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

e. Other (or increased amounts of) insurance which City shall from time to time deem advisable or appropriate. Such new or additional insurance to be effective as of the sooner of ninety (90) days after notice thereof or the next annual renewal of any policy being increased (as applicable).

f. All policies shall contain waiver of subrogation, except Professional Liability, against City where applicable, and shall expressly provide that such policy or policies are primary over any other collective insurance the City may have.

g. All of the above insurance is to be placed with insurance companies with an A.M. Best or equivalent rating of "A-", "VI" or better, qualified to do business under laws of the State of Florida.

h. Except for Worker's Compensation and Professional Liability, the City shall be named as an additional insured on a primary and non-contributory basis under such policies. Said policies shall contain a "severability of interest or "cross liability" clause without obligation for premium payment of the City. The City reserves the right to request a copy of required policies for review.

i. All insurance policies shall provide for thirty (30) days [ten (10) days for non-payment of premium] advance written notice to City prior to cancellation, non-renewal or material change.

j. The Professional shall furnish Certificates of Insurance to the Risk Management Division of the Human Resources Department prior to the commencement of operations or policy termination, which certificates shall clearly indicate that the City is named as and additional insured on a primary and non-contributory basis and that the Professional has obtained insurance in the type, amount and classification required for strict compliance with this Section and that no material change, cancellation or non-renewal of this insurance shall be effective without thirty (30) days advance written notice to the City.

5.3 Failure on the part of the Professional to obtain and maintain all required insurance coverage is a material breach upon which the City may, in its sole discretion, immediately suspend Professional's performance or terminate this Agreement.

VI. SOVEREIGN IMMUNITY

6. The Professional acknowledges that the Florida Doctrine of Sovereign Immunity bars all claims by Professional against the City other than claims arising out of this Agreement. Specifically, the Professional acknowledges that it cannot and will not assert any claims against the City, unless the claim is based upon a breach by the City of this Agreement. The Professional acknowledges that this Agreement in no way estops or affects the CITY's exercise of its regulatory authority. In addition, the CITY retains the full extent of its sovereign immunity in relation to the exercise of its regulatory authority. The PROFESSIONAL acknowledges that it has no right and will not make claim based upon any of the following:

- a. Claims based upon any alleged breach by the CITY of implied warranties or representations not specifically set forth in this Agreement, as the parties stipulate that there are no such implied warranties or representations of the CITY. All obligations of the CITY are only as set forth in this Agreement;
- b. Claims based upon negligence or any tort arising out of this Agreement;
- c. Claims upon alleged acts or inaction by the City, its commissioners, attorneys, administrators, consultants, agents, or any CITY employee;
- d. Claims based upon an alleged waiver of any of the terms of this Agreement unless such waiver is in writing and signed by an authorized representative for the CITY and PROFESSIONAL.

VII. STANDARD OF CARE

7.1 The Professional shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a comparable Professional under similar circumstances and the Professional shall, at no additional cost to the City, re-perform services which fail to satisfy the foregoing standard of care.

7.2 The Professional warrants that all services shall be performed by skilled and competent personnel to the highest Professional standards in the field.

7.3 The parties acknowledge that PROFESSIONAL was selected by the City, in part, on the basis of the qualifications of particular staff identified in the PROFESSIONAL's response to the City's solicitation. The PROFESSIONAL shall ensure that this staff is available for work hereunder as long as the staff is employed by the PROFESSIONAL. Throughout the term of the agreement, the City reserves the right to approve/reject the re-designation of any of the PROFESSIONAL's staff assigned to the City.

VIII. NON-DISCRIMINATION

8.1 EEO and ADA: The Professional must be and remain in compliance with all local, state and federal Equal Employment Opportunity (EEO) and American Disabilities Act (ADA) requirements.

8.2 It is understood that the Professional shall not discriminate against any employee in the performance of the contract with respect to hire, tenure, terms, conditions or privileges of employment, or any other matter directly or indirectly related to employment because of age, marital status, race, color, religion, national origin, sex, or disability.

8.3 City Policy Regarding Conduct. All Professionals, their employees, agents and sub consultants must abide by the City's policies regarding conduct. Discrimination, harassment, and/or violations of City policies will not be tolerated and are grounds for termination of the Agreement without harm to the City or its employees.

8.4 (As per Executive Order 11246) The Professional may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The Professional agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

8.5 **Davis-Bacon Act:** If applicable to this contract, the Professional agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). All Professionals are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Professional must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the City will place a copy of the current prevailing wage determination issued by the Department of Labor in the

solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

IX. CONFLICT OF INTEREST

9.1 The Professional represents that it has provided a list of all current clients subject to the jurisdiction of the City. Any potential or actual conflict between private interests and responsibilities under this Agreement shall be immediately disclosed to the City. The Professional agrees that it will not enter into any agreements during the term of this Agreement to provide services for any person or corporation who applies for a permit or other development approval from the City. Upon request of the Professional, and full disclosure of the nature and extent of the proposed representation, the City Manager or his designee shall have the authority to authorize such representation during the term of this Agreement.

X. CONFIDENTIALITY

10.1 Subject to the requirements of Chapter 119 of the Florida Statutes, no reports, information, computer programs, documentation, and/or data given to or prepared or assembled by the Professional under this Agreement shall be made available to any individual or organization by the Professional without prior written approval of the City.

XI. OWNERSHIP OF DOCUMENTS

11.1 Any and all documents, records, disks, or other information shall become the property of the City for its use and/or distribution as may be deemed appropriate by the City.

XII. TRUTH-IN-NEGOTIATION CERTIFICATE

12.1 Execution of this Agreement by the Professional shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

12.2 The said rates and costs shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete, or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The City shall exercise its rights under this "Certificate" within one (1) year following payment.

XIII. NOTICE

13.1 Any notice, request, instruction or other document required or permitted to be given hereunder by either party hereto to the other shall be in writing, and delivered personally, or sent by certified or registered mail, postage prepaid, return receipt requested, to the address set forth for such party at the bottom of this Agreement. Any notice so given shall be deemed received when personally delivered or three (3) business days after mailing. Any party may change the address to which notices are to be sent by giving notice of such change of address to the other party in

the manner herein provided for giving notice. Notice as to the City of Coral Gables shall be to:

City Manager
City of Coral Gables
405 Biltmore Way
Coral Gables, FL 33134

cc: City Attorney

Notice as to the Professional shall be to:

XIV. DEFAULT AND TERMINATION

14.1 The City may terminate this Agreement for convenience at any time by providing thirty (30) days written notice to the Professional. In the event of a termination for convenience, the Professional shall be paid for all services performed through the date of termination (subject to applicable setoff rights) and the Professional shall not be entitled to any other compensation or damages from the City.

In the event of a termination for cause, due to the Professional's failure to perform in accordance with the terms of this Agreement or the Professional's repudiation of this Agreement by word or conduct, the City may immediately terminate the Agreement, if after notifying the Professional in writing, the Professional does not correct the deficiencies to the satisfaction of the City within seventy-two (72) hours of such notice. Such notice shall provide reasonable specificity to the Professional of the deficiency that requires correction. If the deficiency is not corrected within such time period, the City may either (1) immediately terminate the Agreement or (2) take whatever action is deemed appropriate to correct the deficiency. In the event the City chooses to take action and not terminate the Agreement, the Professional shall, upon demand, promptly reimburse the City for any and all costs and expenses incurred by the City in correcting the deficiency.

If the City terminates the Agreement, the City shall notify the Professional of such termination in writing, with instruction to the effective date of termination or specify the state of work at which the Agreement is to be terminated. Upon receipt of a final termination or suspension notice, Professional shall proceed promptly to carry out the actions required in such notice.

The Professional shall be paid any sums otherwise due and owing under this Agreement only after City has completed the work called for by this Agreement with other forces, and has deducted the cost of such work, and any other damages payable to City, from any contract balance otherwise due and owing to the Professional under this Agreement. If, after notice of termination for cause, it is determined for any reason that Professional was not in default, the rights and obligations of the City and the

Professional shall be the same as though the termination had been a termination for convenience. In no event shall the City be liable to Professional for lost profits on any work not performed, overhead, or any other type of consequential, special or indirect damages, and Professional hereby waives the same. Professional may terminate this Agreement due to the City's failure to comply with the material terms of this Agreement after giving City thirty (30) days written notice of its purported default and a reasonable opportunity to cure. Upon termination of this Agreement, all schematics, designs, plans, specifications, documents, records, disks, or other information (including electronic copies) produced or developed by Professional or sub consultants, whether finished or not, shall become City property. Failure to timely deliver the documentation shall be cause to withhold any payments due, without recourse by the Professional, until all documentation is delivered to the City.

XV. UNCONTROLLABLE FORCES

15.1 Neither the City nor Professional shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquake, storm, lighting, epidemic, war, riot, civil disturbance, sabotage, and governmental action.

15.2 Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

XVI. MODIFICATION

16.1 This Agreement may not be amended or modified unless in writing and signed by both parties. In order to be eligible for FEMA assistance under a FEMA grant or cooperative agreement, the cost of a change, modification, or change order must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of the scope. A cost or price analysis shall be performed when making contract modifications.

XVII. ASSIGNMENT AND SUBCONTRACTING

17.1 This Agreement and the rights of the Professional and obligations hereunder may not be assigned, delegated or subcontracted by the Professional without the express prior written consent of the City. Any assignment, delegation or subcontract without such express prior written consent shall be null and void and shall constitute a material breach of this Agreement, upon which the City may immediately terminate the Agreement in accordance with the provisions of paragraph 13.1 (Termination by Default). The City may assign its rights, together with its obligations hereunder.

XVIII. AUDITS

18.1 The Professional shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Professional shall maintain adequate records to justify all charges and costs incurred in performing the services for at least three (3) years after completion of this Agreement. Professional shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. Professional agrees that City, or its authorized representatives, the Government Accountability Office, the Comptroller General of the United State, FEMA or any of their duly authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement. All financial records, timecards and other employment records, and proprietary data and information shall be kept and maintained by Professional and made available to the City during the terms of this Agreement and for a period of three (3) years from the date set forth in 2 CFR §200.333. All such materials shall be maintained by Professional at a location in Miami-Dade County, Florida, provided that if any such material is located outside Miami-Dade County, then, at City's option Professional shall pay City for travel, per diem, and other costs incurred by City to examine, audit, excerpt, copy or transcribe such material at such other location. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal working business hours at the Professional's place of business.

In the event that an audit is conducted by Professional specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by Professional, then Professional shall file a copy of the audit report with the City's Auditor within thirty (30) days of Professional's receipt thereof, unless otherwise provided by applicable Federal or State law. City shall make a reasonable effort to maintain the confidentiality of such audit report(s).

Failure on the part of Professional to comply with the provisions of this Paragraph shall constitute a material breach upon which the City may terminate or suspend this Agreement.

18.2 City Audit Settlements. If, at any time during or after the term of this Agreement, representatives of the City conduct an audit of Professional regarding the work performed under this Agreement, and if such audit finds that City's dollar liability for any such work is less than payments made by City to Professional, then the difference shall be either repaid by Professional to City by cash payment upon demand or, at the sole option of City, deducted from any amounts due to Professional from City. If such audit finds that City's dollar liability for such work is more than the payments made by City to Professional, then the difference shall be paid to Professional by cash payment.

XIX. AVAILABILITY OF FUNDS

19.1 The obligations of the City under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the City Commission.

XX. COMPLIANCE WITH LAWS

20.1 In performance of the Services, the Professional will comply with applicable regulatory requirements, including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria, and standards. It shall be the responsibility of the Professional to obtain and maintain, at no cost to the City, any and all license and permits required to complete the Services provided pursuant to this Agreement.

20.2 Conflict of Interest. Professional covenants that no person employed by the Professional which exercises any functions or responsibilities in connection with this Agreement has any personal financial interests direct or indirect with the City. Professional further covenants that, in the performance of this Agreement, no person having a conflicting interest shall be employed. Any such interests on the part of Professional or its employees must be disclosed in writing to City.

Professional is aware of the conflict of interest code of the City of Coral Gables, the Conflict of Interest and Code of Ethics of Miami-Dade County, Florida, Section 2-11.1 et seq., and the Ethics Laws of the State of Florida, and agrees that it shall fully comply in all respects with the terms of said laws.

20.3 Clean Air Act.

a. The Professional agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

b. The Professional agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Professional agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

20.4 Federal Water Pollution Control Act.

a. The Professional agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

b. The Professional agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Professional agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

20.5 Federal Suspension and Debarment. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Professional is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

a. The Professional must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

b. This certification is a material representation of fact relied upon by the City. If it is later determined that the Professional did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and the City, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.

c. The Professional agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Professional further agrees to include a provision requiring such compliance in its lower tier covered transactions."

20.6 Byrd Anti-Lobbying Amendment. Professionals who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

20.7 Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Professional will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives, including those set forth in Exhibit G.

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

20.9 UTILIZATION OF MINORITY / WOMEN'S / LABOR SURPLUS FIRMS
The Professional must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime contractor will require compliance by all sub-contractors. Prior to contract award, the contractor shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities

20.10 Energy Policy and Conservation Act (43 U.S.C. §6201) The Professional shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

XXI. FEDERAL AND STATE TAXES

21.1 The City is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the City will provide an exemption certificate to the Professional. The Professional shall not be exempted from paying sales tax to its suppliers for materials to fulfill the contractual obligations with the City, nor shall the Professional be authorized to use the City's Tax Exemption Number in securing such materials.

XXII. SUCCESSORS AND ASSIGNS

22.1 The City and the Professional each binds itself and its partners, successors, assigns, and legal representatives to the other party to this Agreement and to its partners, successors, executors, administrators, assigns, and legal representatives. The Professional shall not assign this Agreement without the express written approval of the City via executed amendment.

XXIII. CONTINGENT FEES

23.1 The Professional warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Professional, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Professional, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

XXIV. ENTIRETY OF AGREEMENT

24.1 The City and the Professional agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the City and the Professional pertaining to the Services, whether written or oral. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

XXV. COUNTERPARTS

25.1 This Agreement may be executed simultaneously in several counterparts, each of which will be an original, but all of which together will constitute one and the same instrument.

XXVI. WAIVER

26.1 A waiver by either the City or the Professional of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

XXVII. SEVERABILITY, SURVIVAL

27.1 If any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall nevertheless be binding upon the parties with the same effect as though the void or unenforceable provision had been severed and deleted.

XXVIII. GOVERNING LAW AND VENUE

28.1 The laws of the State of Florida shall govern this Agreement. Any and all legal action necessary to enforce the Agreement will be held in Miami-Dade County, and the Agreement will be interpreted according to the laws of Florida.

28.2 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way effect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement, and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

28.3 The provisions of this section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.

XXIX. TIME IS OF THE ESSENCE

29.1 Time is of the Essence. If any anticipated or actual delays arise, Professional shall immediately so notify the City. Regardless of notice if services or deliveries are not made at the time agreed upon, the City may, at its sole discretion, terminate this Agreement and proceed pursuant to Paragraph 14.1 (Termination by Default).

XXX. WAIVER OF TRIAL BY JURY

30.1 THE PARTIES TO THIS AGREEMENT HEREBY AGREE TO EXHAUST ALL ADMINISTRATIVE REMEDIES BEFORE FILING A LAWSUIT IN CIVIL COURT TO RESOLVE THE DISPUTE. CITY AND PROFESSIONAL HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED UPON THE AGREEMENT, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THE SERVICES TO BE PROVIDED, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF ANY PARTY.

XXXI. FLORIDA PUBLIC RECORDS LAW FLORIDA STATUTES CHAPTER 119, *et seq.*

31.1 Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, shall be kept and maintained in accordance with such Statute. Supplier acknowledges that records and books, not subject to exemption under Chapter 119, may be disclosed and/or produced to third parties by the City in accordance with requests submitted under Chapter 119 or court orders without penalty or reprisal to the City for such disclosure and/or production. Supplier also agrees to assert, in good faith, any relevant exemptions provided for under Chapter 119 for records in its possession on behalf of the City. Furthermore, Supplier agrees to comply with the provisions outlined in Section 119.0701 of the Florida Statutes, the requirements of which are incorporated herein.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-460-5210, cityclerk@coralgables.com, 405 Biltmore Way, First Floor, Coral Gables, FL 33134.

XXXII. ACCESS TO WORKSITE

32.1 The Professional agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the agreement.

XXXIII. DHS SEAL, LOGO, AND FLAGS

33.1 The Professional shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

XXXIV. NO OBLIGATION BY FEDERAL GOVERNMENT

34.1 The Federal Government is not a party to this agreement and is not subject to any obligations or liabilities to the non-Federal entity, Professional, or any other party pertaining to any matter resulting from the contract.

XXXV. WAIVER OF CONSEQUENTIAL DAMAGES

35.1 Professional waives claims against the CITY for consequential damages arising out of or related to this Agreement or its performance including, but not limited to, damages for lost income, profit, lost bonding capacity, financing, business and reputation, or for loss of management or labor productivity, damages incurred for principal office expenses, including the compensation of personnel stationed there, and for anticipated profit on any work not performed by Professional.

XXXVI. PROCUREMENT OF RECOVERED MATERIALS

36.1 Professional must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XXXVII. PERFORMANCE AND PAYMENT BOND

37.1 The Professional shall post a Payment and Performance Bonds from a Corporate Surety, which is satisfactory to the City as security for the performance and prompt payment to all persons supplying labor and material in the execution of the work to be performed under this Agreement and on any and/or all duly authorized modifications hereof. A bond will be posted and shall be a sum equal to one hundred percent (**100%**) of the contract amount (as set forth in Exhibit B), plus adjustments thereto, for the Agreement Period. In the event that the Not-to-Exceed amount stipulated in the NTP is greater than the contract amount, the Professional shall adjust the bond amount accordingly and provide the City with an updated bond. The bond may be in the form of a Cash Bond or Surety bond written through an approved, reputable, and responsible company authorized to do business in the State of Florida. Attorneys-in-fact who sign bid bonds or contract bonds must file with such bond a certified copy of power of attorney to sign said bond.

Payment and Performance Bonds must be filed by the Professional with the Procurement Division, as set forth here within this section in form and with corporate surety satisfactory to the City Manager and City Attorney, conditioned upon the performance of the work in accordance with this Agreement, RFP 2018-001, and the Scope-of-Services/Work contained therein, and for the payment of all persons performing labor and furnishing equipment or materials in connection with this Agreement and indemnifying said City of Coral Gables from any expense, loss, or cost arising from and out of the improper performance of said Agreement.

XXXVIII. HEADINGS

38.1 The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of the Agreement.

REMAINDER PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Approved as to Insurance:

David J. Ruiz
Risk Management Division

Approved by Department Head
or head of negotiations team as to
the negotiated business terms

Name: Eduardo Santamaria
Public Works Director

Approved as to compliance with
Applicable Procurement Requirements:

Celeste S. Walker
Assistant Finance Director for Procurement

Approved as to Funds Appropriation:

Diana M. Gomez,
Finance Director

AS TO CITY:

Catherine Swanson-Rivenbark
City Manager

Assistant City Manager

ATTEST:

Walter J. Foeman
City Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Miriam Soler Ramos, Esq.
City Attorney

ATTEST:

AS TO PROFESSIONAL

Corporate Secretary

President

Print Name: _____

Print Name: _____

(SEAL)

(OR)
WITNESSES (2):

Print Name: _____

Print Name: _____

**EXHIBIT A
SCOPE OF SERVICES**

**EXHIBIT B
COMPENSATION**

EXHIBIT C
CITY RESOLUTION AND APPLICABLE CODE PROVISIONS

EXHIBIT D
CITY REQUEST FOR PROPOSAL (RFP) 2018-001

EXHIBIT E
PROFESSIONAL'S RESPONSE TO RFP

EXHIBIT F
INSURANCE CERTIFICATES

EXHIBIT G
SAMPLE NOTICE TO PROCEED (NTP)

DISASTER DEBRIS MONITORING SERVICES

Notice to Proceed (NTP) No. _____

This Notice to Proceed (NTP) is issued between the City of Coral Gables and (PROFESSIONAL) as required pursuant to the Professional Services Agreement for Disaster Debris Monitoring Services (RFP 2018-001).

This Task Authorization provides for services in accordance with Exhibit "A" of the Agreement and further detailed in the Scope of Work below.

The not-to-exceed amount for this NTP is \$_____ ; exceeding this amount is at the Professional's risk (in accordance with 2 CFR §200.318 (j)).

Time is of the essence and work for this Task Authorization must be completed prior to _____.

SCOPE OF WORK:

EXHIBIT H
2 C.F.R. s. 200.317 – s.200.326

ELECTRONIC CODE OF FEDERAL REGULATIONS

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Title 2: Grants and Agreements

[PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS](#)[Subpart D—Post Federal Award Requirements](#)**PROCUREMENT STANDARDS****§200.317 Procurements by states.**

When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with §200.322 Procurement of recovered *materials* and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. All other non-Federal entities, including subrecipients of a state, will follow §§200.318 General procurement standards through 200.326 Contract provisions.

§200.318 General procurement standards.

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as

contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.213 Suspension and debarment.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 43309, July 22, 2015]

§200.319 Competition.

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

(1) Placing unreasonable requirements on firms in order for them to qualify to do business;

(2) Requiring unnecessary experience and excessive bonding;

(3) Noncompetitive pricing practices between firms or between affiliated companies;

(4) Noncompetitive contracts to consultants that are on retainer contracts;

(5) Organizational conflicts of interest;

(6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and

(7) Any arbitrary action in the procurement process.

(b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

§200.320 Methods of procurement to be followed.

The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

(i) A complete, adequate, and realistic specification or purchase description is available;

(ii) Two or more responsible bidders are willing and able to compete effectively for the business; and

(iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

(i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

(ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;

(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified

competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

(1) The item is available only from a single source;

(2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or

(4) After solicitation of a number of sources, competition is determined inadequate.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 54409, Sept. 10, 2015]

§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

§200.322 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

§200.323 Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

§200.324 Federal awarding agency or pass-through entity review.

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

§200.325 Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§200.326 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

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EXHIBIT I
PERFORMANCE AND PAYMENT BOND

SECTION 12

Request for Proposal (RFP) No. 2018-001

12.0: TITLE 2 C.F.R. § 200.317 TO 200.326 AND APPENDIX II TO PART 200

- 12.1** Please refer to the enclosed copy of **Title 2 C.F.R. § 200.317 to 200.326 and Appendix II to Part 200 – Contract Provisions for non-Federal Entity Contracts Under Federal Awards.**

PLEASE REFER TO **APPENDIX B** IN PUBLICPURCHASE TO VIEW AND DOWNLOAD A COPY OF TITLE 2 C.F.R. § 200.317 TO 200.326 AND APPENDIX II TO PART 200.

APPENDIX B
TITLE 2 C.F.R. § 200.317 TO 200.326
AND
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(ii) Two or more responsible bidders are willing and able to compete effectively for the business; and

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(iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

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competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

(1) The item is available only from a single source;

(2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or

(4) After solicitation of a number of sources, competition is determined inadequate.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 54409, Sept. 10, 2015]

§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

§200.322 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

§200.323 Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

§200.324 Federal awarding agency or pass-through entity review.

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

§200.325 Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§200.326 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

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ELECTRONIC CODE OF FEDERAL REGULATIONS

e-CFR data is current as of December 31, 2017[Title 2](#) → [Subtitle A](#) → [Chapter II](#) → [Part 200](#) → [Subpart F](#) → Appendix

Title 2: Grants and Agreements

[PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS](#)[Subpart F—Audit Requirements](#)

APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

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EXHIBIT E
PROFESSIONAL'S RESPONSE TO RFP



City of Coral Gables, Florida



Disaster Debris Monitoring Services
(RFP 2018-001)

March 1, 2018

Mr. Yusbel Gonzalez, CPPB
Procurement Specialist
City of Coral Gables Procurement Division
2800 SW 72nd Avenue
Miami, FL 33155

Subject: RFP No. 2018-001, Disaster Debris Monitoring Services

Dear Mr. Gonzalez and Members of the Evaluation Committee,

Tetra Tech, Inc. (Tetra Tech) is pleased to submit the enclosed proposal to provide emergency disaster debris monitoring services to the City of Coral Gables (City). Tetra Tech is a leading provider of consulting, engineering, and technical services worldwide. Our team of leading disaster response and recovery experts is well suited to assist the City for the following reasons:

- **Nationally Recognized Leader in Debris Monitoring and Disaster Grant Management.** Tetra Tech has assisted clients with response to **every major disaster affecting the United States in the past 15 years**, including hurricanes (Hurricanes Jeanne, Frances, Charley, Sandy, Katrina, Ike, Matthew, and most recently Harvey and Irma), floods (Vermont, Colorado, South Carolina, Texas, and Louisiana), fires (California, Texas), earthquakes, and ice storms. Collectively, our team has **overseen and managed the recovery of over 100 million cubic yards (CYs) of debris on behalf of over 300 public sector clients and has assisted clients with obtaining and managing over \$6 billion in post-disaster grants**. We are intimately familiar with obtaining post-disaster grants for our clients and helping them successfully utilize and document these grants to meet federal grant program requirements.
- **Immediate Response Capability.** With our disaster recovery team based in Maitland, Florida, and recovery experts located throughout the state, Tetra Tech can stage a full-scale mobilization in the City within hours of a disaster. **Our team has never failed to respond to a client's needs, providing each community with a dedicated project team.** For example, **following Hurricane Irma, Tetra Tech simultaneously deployed over 2,400 staff in response to 67 clients in the State of Florida.** Tetra Tech stands ready to work with the City as a trusted partner who will respond immediately and provide high-quality services throughout the engagement.
- **Unmatched Florida Disaster Response and Recovery Experience.** Since 2004, our team has monitored collection and removal of almost **50 million CY of debris in Florida**. Our team has assisted numerous communities in Florida with response and recovery efforts after Hurricanes Charley, Frances, Jeanne, Ivan, Dennis, Katrina, Wilma, Matthew and most recently, Irma. Tetra Tech is proud of our experience in Florida and is committed to successfully managing all phases of debris monitoring for our clients after a debris-generating event. Cities including Boca Raton, Cocoa Beach, Fort Lauderdale, Marathon, Naples, Orlando, Pensacola, and Port Orange as well as the Cities of Brevard, Broward, Clay, Collier, Escambia, Lake, Miami-Dade, Monroe, Pasco, Polk, Santa Rosa, Sarasota, St. Johns, and Volusia have called on our team to provide debris monitoring services and grant application, administration, and management. In addition, our firm maintains 24 offices and approximately 750 staff throughout the State of Florida. **Tetra Tech has the qualifications and expertise necessary to support the City after a disaster.**
- **South Florida Knowledge and Experience.** Tetra Tech has provided disaster recovery and preparedness services for more than 20 South Florida communities over the past 13 years. Services performed have included debris monitoring, financial recovery, Federal Emergency Management Agency (FEMA) reimbursement consulting, hurricane response planning, and emergency management planning and training. Additionally, our team includes **Ms. Anne Cabrera and Ms. Kerri Genden-O'Dell, both South Florida Residents**, who have worked nationwide on numerous major post-disaster activations since Hurricane Wilma

in 2005, where they served in a variety of roles focusing on reimbursement of more than \$2 billion from the FEMA. ***This in-depth understanding will ensure our team helps the City design the most successful and cost-effective debris operation.***

- **Scalable Response.** Our team of experts has monitored and obtained FEMA and FHWA reimbursement on 20 debris removal projects in excess of 1 million cubic yards, representing many of the largest hurricane-prone communities in the nation. Tetra Tech has also provided superior end-to-end disaster debris monitoring and program management services to many communities with 51,000 residents or fewer. Tetra Tech understands the importance of proper staffing based on the magnitude of an event and the scale of the impacted area. Our team is prepared to activate the appropriate number of staff required to efficiently respond to each engagement.
- **Automated Debris Management System (ADMS) Technology.** RecoveryTrac™ allows our staff to monitor and manage a recovery effort electronically, increasing productivity while decreasing fraud, human error, and cost to the City. RecoveryTrac™ will give the City real-time debris collection tracking that provides accurate and timely reporting to City stakeholders. RecoveryTrac™ was designed to provide real-time data on missed pickups, damage caused by debris haulers, waypoints for every pile of debris picked up, and live street-level pass maps (geoportal), which will meet the unique data needs of the City. **In addition, RecoveryTrac™ is one of only three systems validated by the United States Army Corps of Engineers (USACE) and is the ADMS preferred by the USACE debris contractors.** The specifications set forth by the USACE are designed to support the largest and most devastating disasters.
- **Full-Service Disaster Recovery Firm.** Tetra Tech is one of the only firms in the country that can provide debris monitoring, emergency management, and FEMA reimbursement and disaster grant support combined with engineering capabilities to offer full-service disaster support solutions. Tetra Tech is ready and able to support the City with any of its disaster-related needs.
- **FEMA Reimbursement Experts.** Tetra Tech maintains a staff of reimbursement experts who have recovered millions of dollars of eligible FEMA Public Assistance reimbursement costs incurred by our clients. A key member of our team is **Mr. Dick Hainje**, former regional administrator of FEMA Region VII. As regional administrator of Region VII, Mr. Hainje led Region VII through 60 presidentially declared disasters in Kansas, Iowa, Nebraska, and Missouri and assisted Region IV with the 2004 Florida hurricane FEMA response.

Tetra Tech would be honored to serve as the City's debris monitoring and consulting services provider. For questions regarding this response, please feel free to contact the representatives listed below.

Technical representative:

Ms. Anne Cabrera

(954) 559-4951 | anne.cabrera@tetrattech.com

Contractual representative:

Ms. Betty Kamara

(407) 803-2551 | betty.kamara@tetrattech.com

Sincerely,

Tetra Tech, Inc.



Jonathan Burgiel

Vice President/Operations Manager

Title Page

Disaster Debris Monitoring Services

RFP #2018-001

March 1, 2018

PRESENTED TO

City of Coral Gables

Yusbel Gonzalez, CPPB
Procurement Division
2800 SW 72nd Avenue
Miami, FL 33155

PRESENTED BY

Tetra Tech, Inc.

Jonathan Burgiel
2301 Lucien Way
Suite 120
Maitland, FL 32751

P +1-321-441-8500
F +1-321-441-8501
tetrattech.com

For technical questions, please contact:

Anne Cabrera – Deputy Director, Post Disaster Programs
Phone: (954) 559-4951 | Email: anne.cabrera@tetrattech.com

For contractual questions, please contact:

Ms. Betty Kamara – Contracts Administrator
Phone: (407) 803-2551 | Email: betty.kamara@tetrattech.com

TABLE OF CONTENTS

Letter of Transmittal

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- Title Page
- Table of Contents
- Proposer's Acknowledgement Form
- Solicitation Submission Check List
- Proposer's Affidavit
- Schedules A – L
- Florida Certificate of Good Standing
- Sunbiz Certification
- Bid Bond (*included with original*)
- Minimum Qualification Requirements

Experience and QualificationsSECTION 2

- Key Staff Résumés

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- Additional Positions

CITY OF CORAL GABLES, FL

2800 SW 72nd Avenue, Miami, FL 33155
Finance Department / Procurement Division
Tel: 305-460-5102 / Fax: 305-261-1601

PROPOSER'S ACKNOWLEDGEMENT

RFP Title: DISASTER DEBRIS MONITORING SERVICES	Sealed response submittals must be received prior to 2:00 p.m., Thursday, February 8, 2018, by the Procurement Office, located at 2800 S.W. 72 nd Avenue, Miami, FL 33155; and are to remain valid for 120 calendar days. Submittals received after the specified date and time will be returned unopened.
RFP No. 2018-001 A cone of silence is in effect with respect to this RFP. The Cone of Silence prohibits certain communication between potential vendors and the City. For further information, please refer to the City Code Section 2-1027 of the City of Coral Gables Procurement Code.	
Contact: Yusbel Gonzalez, CPPB Title: Procurement Specialist Telephone: 305-460-5107 Facsimile: 305-261-1601 Email: ygonzalez@coralgables.com / contracts@coralgables.com	

Proposer Name: Tetra Tech, Inc.	FEIN or SS Number: 95-4148514
Complete Mailing Address: 2301 Lucien Way, Suite 120, Maitland, FL 32751	Telephone No.: (321) 441-8518
Indicate type of organization below: Corporation: <input checked="" type="checkbox"/> Partnership: <input type="checkbox"/> Individual: <input type="checkbox"/> Other: <input type="checkbox"/>	Cellular No.: (407) 803-2251
Bid Bond / Security Bond (if applicable) <u>5</u> %	Fax No.: (321) 441-8501
	Email: betty.kamara@tetrattech.com

ATTENTION: THIS FORM ALONG WITH ALL REQUIRED RFP FORMS MUST BE COMPLETED, SIGNED (PREFERABLY IN BLUE INK), AND SUBMITTED WITH THE RESPONSE PRIOR TO THE SUBMITTAL DEADLINE. FAILURE TO DO SO MAY DEEM PROPOSER NON-RESPONSIVE.

THE PROPOSER CERTIFIES THAT THIS SUBMITTAL IS BASED UPON ALL CONDITIONS AS LISTED IN THE RFP DOCUMENTS AND THAT THE PROPOSER HAS MADE NO CHANGES IN THE RFP DOCUMENT AS RECEIVED. THE PROPOSER FURTHER AGREES IF THE RFP IS ACCEPTED, THE PROPOSER WILL EXECUTE AN APPROPRIATE AGREEMENT FOR THE PURPOSE OF ESTABLISHING A FORMAL CONTRACTUAL RELATIONSHIP BETWEEN THE PROPOSER AND THE CITY OF CORAL GABLES FOR THE PERFORMANCE OF ALL REQUIREMENTS TO WHICH THIS RFP PERTAINS. FURTHER, BY SIGNING BELOW PREFERABLY IN **BLUE INK**, ALL RFP PAGES ARE ACKNOWLEDGED AND ACCEPTED AS WELL AS ANY SPECIAL INSTRUCTION SHEET(S) IF APPLICABLE. THE UNDERSIGNED HEREBY DECLARES (OR CERTIFIES) ACKNOWLEDGEMENT OF THESE REQUIREMENTS AND THAT HE/SHE IS AUTHORIZED TO BIND PERFORMANCE OF THIS RFP FOR THE ABOVE PROPOSER.

 Jonathan Burgiel Authorized Name and Signature	Vice President/Operations Manager Title	02/07/2018 Date
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SOLICITATION SUBMISSION CHECKLIST

Request for Proposals (RFP) No. 2018-001

COMPANY NAME: (Please Print): Tetra Tech, Inc.

Phone: (407) 803-2551

Email: betty.kamara@tetrattech.com

Please provide the PAGE NUMBER in the blanks provided as to where compliance information is located in your Submittal for each of the required submittal items listed below:

SUBMITTAL - SECTION I: TITLE PAGE, TABLE OF CONTENTS, REQUIRED FORMS, AND MINIMUM QUALIFICATION REQUIREMENTS.

- 1) Title Page: Show the RFP number and title, the name of your firm, address, telephone number, name of contact person, e-mail address, and date. Section 1
- 2) Provide a Table of Contents in accordance with and in the same order as the respective "Sections" listed below. Clearly identify the material by section and page number. Section 1
- 3) Fill out, sign, and submit the Proposer's Acknowledgement Form. Section 1
- 4) Fill out and submit the Solicitation Submission Check List. Section 1
- 5) Fill out, sign, notarize (as applicable), and submit the Proposer's Affidavit and Schedules A through L. Section 1
- 6) Include a Bid Bond, in accordance with Section 1.17 of the RFP. Section 1
- 7) Minimum Qualification Requirements: submit detailed verifiable information affirmatively documenting compliance with the Minimum Qualifications Requirements shown in Section 3. Section 1

SUBMITTAL - SECTION II: PROPOSER'S QUALIFICATIONS

(i) FOR PROPOSER:

- 1) Provide a complete history and description of your company, including, but not limited to, the number of years in business, size, number of employees, office location where work is to be performed, copy of applicable licenses/certifications, credentials, capabilities and capacity to meet the City's needs. Page 2-1
- 2) Describe the Proposer's relevant experience in providing the services described in the "Scope of Services", to public sector agencies similar in size to the City of Coral Gables. Pages 2-2 and 2-3
- 3) Describe the Proposer's knowledge and experience with programs, procedures, reimbursement guidelines of FEMA, FHWA, NRCS, including but not limited to any experience with FEMA reimbursable disaster debris removal projects related to declared disasters, and any other applicable Federal or State agencies associated with funding of debris removal and recovery efforts. Page 2-4
- 4) Describe the Proposer's knowledge and experience with all aspects of emergency management including but not limited to, procurement, deployment and management of field staff operations, planning, contract management and accounting/reporting systems. Pages 2-5 through 2-8
- 5) Describe the Proposer's professional development program, including policy/procedures/measures in place ensuring all key personnel assigned to the City have continuing education and receive specialized training in the services solicited herein. Page 2-8 and 2-9

- 6) The Proposer must not have a vested interest in a debris removal contract or contractor(s) with the City. Also, there must be no conflict of interest between the Proposer and a debris removal contractor(s). Proposer shall include a statement confirming the latter, including certification that neither Proposer nor any employee thereof, has a conflict of interest, either direct or indirect, in connection with the services sought herein pursuant to Federal and state law. . [Page 2-9](#)

(ii) FOR KEY PERSONNEL:

- 1) Provide a summary of the qualifications, copy of applicable licenses/certifications, and experience of all proposed key personnel (i.e., Project Management Team, including sub-consultants). Include resumes (listing experience, education, licenses/certifications) for your proposed key personnel and specify the role and responsibilities of each team member in providing the services outlined in the RFP. [Page 2-9 \(resumes included at the end of the section\)](#)
- 2) Provide an organizational chart of all key personnel that will be used. [Page 2-10](#)
- 3) For each key team member, please describe the experience in providing the services solicited herein, including but not limited to any experience with Federal, State and local emergency management agencies, programs, funding sources and reimbursement processes. [Pages 2-10 through 2-13](#)

SUBMITTAL - SECTION III: PROJECT UNDERSTANDING, PROPOSED APPROACH, AND METHODOLOGY

- 1) Describe in detail, your approach to perform the services and tasks solicited herein, namely Disaster Debris Monitoring, Emergency Management Planning and Training, and Public Assistance Consulting Services. Include detailed information, as applicable, which addresses, but need not be limited to: understanding of the RFP scope and requirements, implementation plan, strategies for assuring assigned work is completed on time and communication with City staff. Indicate how the Proposer intends to positively and innovatively work with the City in providing the services outlined in this RFP. [Pages 3-1 through 3-16](#)
- 2) Describe Proposer's database reporting system and capabilities, including but not limited to: a) the ability to capture data and provide electronic reports; b) integrate with the City's GIS system (ESRI or equivalent) and tree management software system (TreeKeeper Management Software by Davey Tree Expert Company or equivalent). [Pages 3-20 through 3-23](#)
- 3) Provide current and projected workload for the Proposer and key personnel assigned to the City's account. Explain how this potential contract will fit into the Proposer's workload and how it plans to distribute resources and personnel, amongst its various clients, during a disaster event. For each current and projected engagement, please indicate: a) client name; b) current and projected workload; c) estimated dollar amount of engagement; d) key personnel assigned. [Pages 3-23 and 3-24](#)
- 4) Explain how Proposer has complied with the public policies of the Federal Government. These include amongst other things, past and current compliance with:
 - a. Equal opportunity and nondiscrimination laws as required in 41 C.F.R. Part 60-1.4(b) [Page 3-24](#)
 - b. Affirmative steps described in 2 CFR § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance. Document Proposer's efforts to utilize M/WBE firms, including what firms were solicited as suppliers and/or subcontractors. [Page 3-25](#)

SUBMITTAL – SECTION IV: PAST PERFORMANCE AND REFERENCES

- 1) Provide a minimum of three (3) references (but no more than five (5)) from public sector agencies, similar in size to the City of Coral Gables, for which Proposer has provided the services described in the RFP. Please include: (1) client name, (2) address, (3) contact name, (4) contact telephone number, (5) contact email address, (6) term of contract (start and end date), (7) total dollar value of the contract, (8) services provided, (9) agency's size (number of residents and square miles), (10) volume of debris managed and disposed. **DO NOT include work/services performed for the City of Coral Gables or City employees as reference.** [Pages 4-1 through 4-3](#)

- 2) Provide a list with contact information of public sector clients, if any, that have discontinued use of Proposer's services within the past two (2) years and indicate the reasons for the same. The City reserves the right to contact any reference as part of the evaluation process. Page 4-3
- 3) Provide specific instances in the last three (3) years whereby a client's documentation/reimbursed amounts were challenged by a funding agency and the Proposer assisted in resolving said disputes to the advantage of the client. Page 4-4

SUBMITTAL – SECTION V: PRICE PROPOSAL

- 1) Provide pricing utilizing the Price Proposal form under Section 8. Section 5

-- NOTICE --

BEFORE SUBMITTING YOUR RFP RESPONSE MAKE SURE YOU:

1. Carefully read and have a clear understanding of the RFP, including the Scope of Services and enclosed Professional Services Agreement (*draft*).
2. Carefully follow the Submission Requirements outlined in Section 6 of the RFP.
3. Prepare and submit ONE ORIGINAL RESPONSE and SEVEN (7) PHOTOCOPIES with ONE (1) digital copy on a CD or flash drive.
4. Clearly mark the following on the outside of your submittal package: RFP Number, RFP Title, Proposer's Name and Return Address, Submittal Deadline.
5. Make sure your Response is submitted prior to the submittal deadline. **Late responses will not be accepted.**

FAILURE TO SUBMIT THIS CHECKLIST AND THE REQUESTED DOCUMENTATION MAY RENDER YOUR RESPONSE SUBMITTAL NON-RESPONSIVE AND CONSTITUTE GROUNDS FOR REJECTION. THIS PAGE IS TO BE RETURNED WITH YOUR RESPONSE PACKAGE.

PROPOSER'S AFFIDAVIT

SUBMITTED TO: City of Coral Gables
Procurement Division
2800 SW 72 Avenue
Miami, Florida 33155

The undersigned acknowledges and understands the information contained in response to this RFP Schedules A through L shall be relied upon by Owner awarding the contract and such information is warranted by Proposer to be true and correct. The discovery of any omission or misstatements that materially affects the Proposer to perform under the contract shall be cause for the City to reject the solicitation submittal, and if necessary, terminate the award and/or contract. I further certify that the undersigned name(s) and official signatures of those persons are authorized as (*Owner, Partner, Officer, Representative or Agent of the Proposer that has submitted the attached Response*). Schedules A through L are subject to Local, State and Federal laws (as applicable); both criminal and civil.

- SCHEDULE A – CERTIFICATE OF PROPOSER
- SCHEDULE B – NON-COLLUSION AND CONTINGENT FEE AFFIDAVIT
- SCHEDULE C – DRUG-FREE STATEMENT
- SCHEDULE D – PROPOSER'S QUALIFICATION STATEMENT
- SCHEDULE E – CODE OF ETHICS, CONFLICT OF INTEREST, AND CODE OF SILENCE
- SCHEDULE F – AMERICANS WITH DISABILITIES ACT (ADA)
- SCHEDULE G – PUBLIC ENTITY CRIMES
- SCHEDULE H – ACKNOWLEDGEMENT OF ADDENDA
- SCHEDULE I – APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING
- SCHEDULE J –CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
- SCHEDULE K – FEDERAL GRANT FUNDING SPECIAL PROPOSAL CONDITIONS
- SCHEDULE L – WORK HOURS & SAFETY CERTIFICATION

This affidavit is to be furnished to the City of Coral Gables with its RFP response. It is to be filled in, executed by the Proposer and notarized. If the Response is made by a Corporation, then it should be executed by its Chief Officer. This document **MUST** be submitted with the Response.

Jonathan Burgiel

Jonathan Burgiel
Authorized Name and Signature

Vice President/Operations Manager
Title

02/07/2018
Date

STATE OF Florida

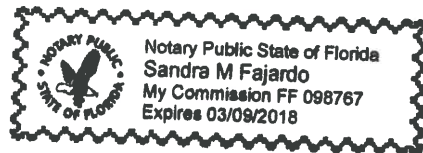
COUNTY OF Orange

On this 7th day of February, 2018, before me the undersigned Notary Public of
the State of Florida, personally appeared Jonathan Burgiel
(Name(s) of individual(s) who appeared before Notary)

And whose name(s) is/are subscribes to within the instrument(s), and acknowledges it's
execution.

Sandra M Fajardo
NOTARY PUBLIC, STATE OF Florida

Sandra M. Fajardo
(Name of notary Public; Print, Stamp or
Type as Commissioned.)



NOTARY PUBLIC
SEAL OF OFFICE:

Personally know to me, or Produced
Identification:

(Type of Identification Produced)

SCHEDULE "A" - CITY OF CORAL GABLES - CERTIFICATE OF PROPOSER

Neither I, nor the firm, hereby represent has:

- a. employed or retained for a commission, percentage brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the Proposer) to solicit or secure this contract.
- b. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- c. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the Proposer) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract except as here expressly stated (if any):

SCHEDULE "B" - CITY OF CORAL GABLES - NON-COLLUSION AND CONTINGENT FEE AFFIDAVIT

1. He/she is the Jonathan Burgiel
(Owner, Partner, Officer, Representative or Agent)

of the Proposer that has submitted the attached Response.

2. He/she is fully informed with respect to the preparation and contents of the attached Response and of all pertinent circumstances respecting such Response;
3. Said Response is made without any connection or common interest in the profits with any other persons making any Response to this solicitation. Said Response is on our part in all respects fair and without collusion or fraud. No head of any department, any employee or any officer of the City of Coral Gables is directly or indirectly interested therein. If any relatives of Proposer's officers or employees are employed by the City, indicate name and relationship below.

Name: None Relationship: _____

Name: _____ Relationship: _____

4. No lobbyist or other Proposer is to be paid on a contingent or percentage fee basis in connection with the award of this Contract.

SCHEDULE "C" CITY OF CORAL GABLES - VENDOR DRUG-FREE STATEMENT

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug- free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

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 solicitation 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 solicitation, 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 form complies fully with the above requirements.

The company submitting this solicitation has established a Drug Free work place program in accordance with Sate Statute 287.087

SCHEDULE "D" CITY OF CORAL GABLES – PROPOSER'S QUALIFICATION STATEMENT

The undersigned declares the truth and correctness of all statements and all answers to questions made hereinafter:

Company Name: Tetra Tech, Inc.

Address: 2301 Lucien Way, Suite 120 Maitland FL 32751
Street City State Zip Code

Telephone No: (407) 803-2551 Fax No: (321) 441-8501 Email: betty.kamara@tetrattech.com

How many years has your organization been in business under its present name? 51 Years

If Proposer is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statue:

None

Under what former names has your business operated? : Beck Disaster Recovery (BDR), Science Applications International Corporation (SAIC), Leidos.

At what address was that business located? 2301 Lucien Way, Suite 120, Maitland, FL 32751

Are You Certified? Yes _____ No X If Yes, **ATTACH COPY** of Certification.
Are You Licensed? Yes _____ No X If Yes, **ATTACH COPY** of License

Has your company or its senior officers ever declared bankruptcy?

Yes _____ No X If yes, explain: _____

Please identify each incident within the last five (5) years where (a) a civil, criminal, administrative, other similar proceeding was filed or is pending, if such proceeding arises from or is a dispute concerning the Proposer's rights, remedies or duties under a contract for the same or similar type services to be provided under this RFP:

Tetra Tech certifies that it has no current claims, arbitrations, administrative hearings, mediations and lawsuits related to disaster debris removal management and monitoring services; no pending lawsuits related to disaster debris removal management and monitoring services; and no judgements from lawsuits related to disaster debris removal management and monitoring services within last five (5) years.

Have you ever been debarred or suspended from doing business with any government entity?

Yes ____ No X If Yes, explain _____

SCHEDULE "E" CITY OF CORAL GABLES – CODE OF ETHICS, CONFLICT OF INTEREST, AND CONE OF SILENCE

THESE SECTIONS OF THE CITY CODE CAN BE FOUND ON THE CITY'S WEBSITE, UNDER GOVERNMENT, CITY DEPARTMENT, PROCUREMENT, PROCUREMENT CODE (CITY CODE CHAPTER 2 ARTICLE VIII); SEC 2-1023; SEC 2-606; AND SEC 2-1027, RESPECTIVELY.

IT IS HEREBY ACKNOWLEDGED THAT THE ABOVE NOTED SECTIONS OF THE CITY OF CORAL GABLES CITY CODE ARE TO BE ADHERED TO PURSUANT TO THIS SOLICITATION.

SCHEDULE "F" CITY OF CORAL GABLES - AMERICANS WITH DISABILITIES ACT (ADA) DISABILITY NONDISCRIMINATION STATEMENT

I understand that the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any sub-contractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and service, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101,12213 and 47 U.S.C. Sections 225 and 661 including Title I, Employment; Title 11, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Sections 5553.501-553.513, Florida Statutes

The Rehabilitation Act of 1973, 229 U.S.C. Section 794

The Federal Transit Act, as amended, 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

SCHEDULE "G" CITY OF CORAL GABLES - STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

1. I understand that a "public entity crime" as define in Paragraph 287.133(1)(g), **Florida Statutes**, means 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 or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means 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 guilty or nolo contendere.

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

1. A predecessor or successor of a person 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. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies.]**

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list.

[attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

SCHEDULE "H" CITY OF CORAL GABLES - ACKNOWLEDGEMENT OF ADDENDA

1. The undersigned agrees, if this RFP is accepted, to enter in a Contract with the CITY to perform and furnish all work as specified or indicated in the RFP and Contract Documents within the Contract time indicated in the RFP and in accordance with the other terms and conditions of the solicitation and contract documents.
2. Acknowledgement is hereby made of the following Addenda, if any (identified by number) received since issuance of the Request for Proposal.

Addendum No. 1 Date January 23, 2018 Addendum No. _____ Date _____

Addendum No. 2 Date February 8, 2018 Addendum No. _____ Date _____

Addendum No. 3 Date February 14, 2018 Addendum No. _____ Date _____

SCHEDULE "I" - APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING

LOBBYING - 31 U.S.C. 1352, as amended

APPENDIX A, 44 CFR PART 18--CERTIFICATION REGARDING LOBBYING

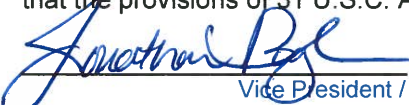
Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Professional] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Professional, Jonathan Burgiel, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.


Vice President /
Jonathan Burgiel - Operations Mgr

Signature of Professional's Authorized Official

Name and Title of Professional's Authorized Official

02/07/2018 Date

SCHEDULE "J" – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Government Debarment & Suspension

Instructions

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.355, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING CERTIFICATION]

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

Jonathan Burgiel, Vice President / Operations Manager

Printed Name and Title of Authorized Representative


Signature

02/07/2018

Date

SCHEDULE "K" FEDERAL GRANT FUNDING SPECIAL PROPOSAL CONDITIONS

This procurement is fully or partially Federally Grant funded. Proposer certifies that it shall comply with the applicable clauses as enumerated below.

1. **Drug Free Workplace Requirements:** Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub L 100-690, Title V, Subtitle D) All proposers entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.
2. **Proposer Compliance:** The proposer shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.
3. **Conflict of Interest:** The proposer must disclose in writing any potential conflict of interest to the city or pass-through entity in accordance with applicable Federal policy.
4. **Mandatory Disclosures:** The proposer must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
5. **Utilization of Minority and Women Firms (M/WBE):** The proposer must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime proposer will require compliance by all sub-contractor. Prior to contract award, the proposer shall document efforts (see Attachment B) to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractor as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities
6. **Equal Employment Opportunity/Nondiscrimination:** (As per Executive Order 11246) The proposer may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The proposer agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.
7. **Davis-Bacon Act:** If applicable to this contract, the proposer agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Proposers are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, proposers must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the City will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.
8. **Copeland Anti Kick Back Act:** If applicable to this contract, proposers shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this contract. Proposers are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

9. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708): Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each proposer is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
10. **Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387)**: as amended—The Proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
11. **Debarment and Suspension** (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220 and 2 CFR pt. 300) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The proposer shall certify compliance. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts.
12. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352): Proposers that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The proposer shall certify compliance.
13. **Rights to Inventions Made Under a Contract or Agreement**: If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
14. **Procurement of Recovered Materials**: Proposers must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

15. Access to Records and Reports:

Proposer will make available to the City's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Okaloosa City, Okaloosa City Clerk of Court's Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the proposer that are pertinent to the City's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the proposer's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

16. Record Retention:

Proposer will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.

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

18. Termination for Default (Breach or Cause): If a contract is entered into, the Proposer acknowledges that if it fails to perform in the manner called for in the contract, or if the Proposer fails to comply with any other provisions of the contract, the City may terminate the contract for default. Termination shall be effected by serving a notice of termination on the proposer setting forth the manner in which the Proposer is in default. The proposer will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

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

20. Prohibition on utilization of cost plus a percentage of cost contracts: The City will not award contracts containing Federal funding on a cost plus percentage of cost basis.

21. Energy Policy and Conservation Act (43 U.S.C. §6201): All contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above applicable requirements. I further certify that any subcontractor will also be required to comply with the requirements above.

DATE 02/07/2018

SIGNATURE 

COMPANY: Tetra Tech, Inc.

NAME: Jonathan Burgiel

ADDRESS 2301 Lucien Way,
Suite 120,
Maitland, FL 32751

TITLE: Vice President / Operations Manager

E-MAIL: betty.kamara@tetrattech.com

PHONE NO (407) 803-2551

SCHEDULE "L" - CONTRACTOR CERTIFICATION WORK HOURS AND SAFETY STANDARDS
ADDENDUM

This certification is incorporated as part of the contract for Disaster Debris Monitoring Services.

The Contractor acknowledges and certifies that in accordance with the mandatory requirement that this provision be set forth in all FEMA related contracts, that it shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

Under 40 U.S.C. s. 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. s. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

More particularly, as set forth in 29 CFR s.5.5(b) which provides the required contract clauses:

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

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

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

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

Tetra Tech, Inc., hereby certifies that it shall adhere to the Work Hours and Safety Standards regulations throughout the duration of this Contract as set forth above.


Contractor Signature

Date: 02/07/2018

State of Florida

Department of State

I certify from the records of this office that TETRA TECH, INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on April 28, 1988.

The document number of this corporation is P19034.

I further certify that said corporation has paid all fees due this office through December 31, 2018, that its most recent annual report/uniform business report was filed on January 3, 2018, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fifth day of February, 2018*



Ken DeFoner
Secretary of State

Tracking Number: CU1493210055

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



DIVISION of
CORPORATIONS
an official State of Florida website

[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

[Previous On List](#) [Next On List](#) [Return to List](#)

Entity Name Search

[Events](#) **No Name History**

Detail by Entity Name

Foreign Profit Corporation
TETRA TECH, INC.

Filing Information

Document Number	P19034
FEI/EIN Number	95-4148514
Date Filed	04/28/1988
State	DE
Status	ACTIVE
Last Event	CORPORATE MERGER
Event Date Filed	12/30/2003
Event Effective Date	01/02/2004

Principal Address

3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Changed: 07/14/2003

Mailing Address

3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Changed: 07/14/2003

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 S. PINE ISLAND ROAD
PLANTATION, FL 33324

Name Channed: 03/18/1992

Check included in an envelope with the original proposal.

0000627 11-24
Office AU # 1210(8)
Remitter: TETRA TECH INC
Purchaser: TETRA TECH INC
Purchaser Account: 4100060904
Operator I.D.: u526035 u379249
Funding Source: Paper Items(s)
PAY TO THE ORDER OF

CASHIER'S CHECK

SERIAL #: 0062701639
ACCOUNT#: 4861-511483

February 02, 2018

Twenty-two thousand three hundred six dollars and 80 cents

\$22,306.80

Payee Address:
Memo:

WELLS FARGO BANK, N.A.
1000 LAKES DR
WEST COVINA, CA 91790
FOR INQUIRIES CALL (480) 394-3122

NOTICE TO PURCHASER - IF THIS INSTRUMENT IS LOST,
STOLEN OR DESTROYED, YOU MAY REQUEST CANCELLATION
AND REISSUANCE. AS A CONDITION TO CANCELLATION AND
REISSUANCE, WELLS FARGO BANK MAY IMPOSE A FEE AND
REQUIRE AN INDEMNITY AGREEMENT AND BOND.

VOID IF OVER US \$ 22,306.80

NON-NEGOTIABLE

Purchaser Copy

FB004 M4203 60157996

PRINTED ON LINEMARK PAPER - HOLD TO LIGHT TO VIEW. FOR ADDITIONAL SECURITY FEATURES SEE BACK.

0000627 11-24
Office AU # 1210(8)
Remitter: TETRA TECH INC
Operator I.D.: u526035 u379249

CASHIER'S CHECK

0062701639

February 02, 2018

PAY TO THE ORDER OF ***CITY OF CORAL GABLES ,FL***

Twenty-two thousand three hundred six dollars and 80 cents

\$22,306.80

Payee Address:
Memo:

WELLS FARGO BANK, N.A.
1000 LAKES DR
WEST COVINA, CA 91790
FOR INQUIRIES CALL (480) 394-3122

VOID IF OVER US \$ 22,306.80

AUTHORIZED SIGNATURE

⑈0062701639⑈ ⑆121000248⑆4861 511483⑈

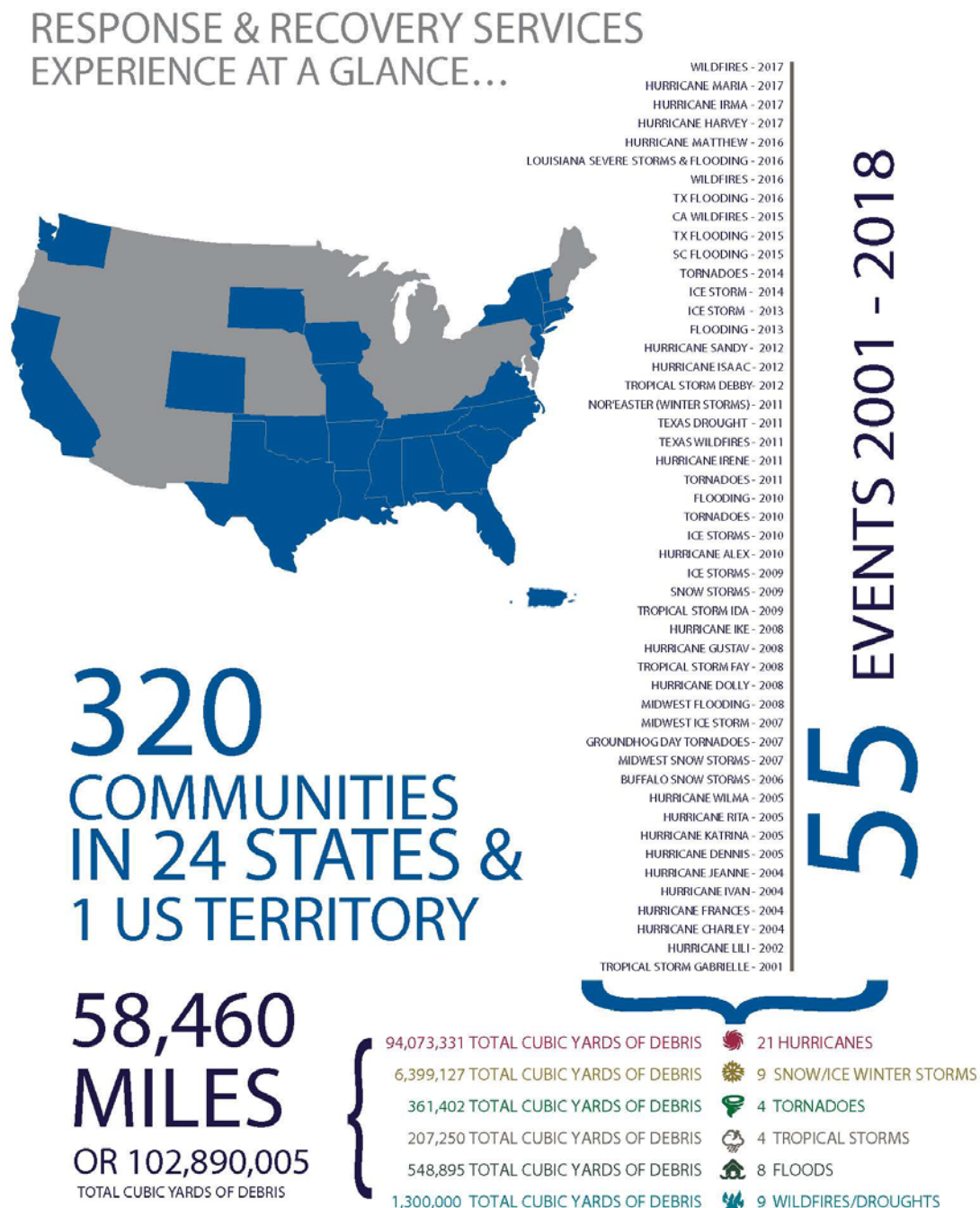
Details on Back.
Security Features Included.

A. PROPOSER REQUIREMENTS

A1. MINIMUM FIVE YEARS EXPERIENCE

Our team has assisted more local governments with debris monitoring efforts following catastrophic natural disasters than any other firm in the nation. As depicted in Exhibit 1-1 below, **over the last 17 years** Tetra Tech has provided debris monitoring services **in response to 55 disasters**. Collectively, we have overseen and managed the recovery of **over 103 million cubic yards (CYs) of debris** on behalf of **over 300 public sector clients**, resulting in excess of **\$6 billion in reimbursable costs to our clients**.

Exhibit 1-1: Experience Summary



A2. PROOF OF ACTIVE STATUS – FLORIDA DEPARTMENT OF STATE

A copy of Tetra Tech's Certificate of Good Standing from the Florida Secretary of State is included below.

State of Florida Department of State

I certify from the records of this office that TETRA TECH, INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on April 28, 1988.

The document number of this corporation is P19034.

I further certify that said corporation has paid all fees due this office through December 31, 2018, that its most recent annual report/uniform business report was filed on January 3, 2018, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fifth day of February, 2018*



Ken DeFina
Secretary of State

Tracking Number: CU1493210055

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

A3. PERFORMED SERVICES FOR AT LEAST 3 AGENCIES SIMILAR IN SIZE

Our team has vast experience providing disaster management, recovery, and consulting services to state and local government agencies. Our approach includes partnering with our clients to establish and test the necessary plans and procedures before a disaster strikes and assisting with disaster response and recovery operations as well as post-disaster grant management. ***Our team has responded to 18 major disaster declarations since 2012, totaling over 150 clients throughout the country.*** Exhibit 1-2 provides an abbreviated experience matrix for projects conducted since 2012.

While the table reflects Tetra Tech's corporate experience in managing many large debris monitoring efforts, we are also very proud of our ability to scale our response and support clients with even the smallest of disasters or communities similar in size to the City of Coral Gables (City). These clients have included the Cities of Port Orange, Naples, Dunedin, Doral, and Pinellas Park, FL. ***Profiles and references for these projects are featured in Section 4 of our proposal. Tetra Tech can provide additional projects and information upon request.***

Exhibit 1-2: Experience Matrix (2012–Present)

Event/Client	Year	Cubic Yardage	Comprehensive Contract Management	Collection Monitoring	Disposal Monitoring	Hazardous Waste Collection Monitoring	Leaner/Hanger/Stump Removal	DMS Environmental Support	Beach Remediation/Restoration	ROE Administration	Marine/Waterway Debris Removal I	Data Collection/ Management/ Billing/ Invoicing	FEMA Compliance Monitoring & Audit Oversight	FEMA Reimbursement	ADMS
HURRICANE IRMA – 2017 ¹															
Total Cubic Yards of Debris – 18,773,000 (Estimated) Total Clients – 67 Representative Clients:															
Miami-Dade County, FL	2017	3,553,326	■	■	■		■					■	■	■	■
Polk County, FL	2017	2,150,846	■	■	■		■					■	■	■	■
Collier County, FL	2017	3,110,652	■	■	■		■					■	■	■	■
City of Miami, FL	2017	540,053	■	■	■		■					■	■	■	■
Seminole County, FL	2017	821,301	■	■	■		■					■	■	■	■
HURRICANE HARVEY – 2017 ¹ (Ongoing)															
Total Cubic Yards of Debris – 13,000,000 (Estimated) Total Clients – 38 Representative Clients:															
Harris County, TX	2017	1,129,653 ¹	■	■	■		■					■	■	■	■
City of Houston, TX	2017	1,144,031 ¹	■	■	■		■					■	■	■	■
Fort Bend County, TX	2017	453,985 ¹	■	■	■		■					■	■	■	■
City of Corpus Christi, TX	2017	536,181 ¹	■	■	■		■					■	■	■	■
City of Victoria, TX	2017	31,373 ¹	■	■	■		■					■	■	■	■

¹ Ongoing debris collection operations

Section 1: Minimum Qualifications

Event/Client	Year	Cubic Yardage	Comprehensive Contract Management	Collection Monitoring	Disposal Monitoring	Hazardous Waste Collection Monitoring	Leaner/Hanger/Stump Removal	DMS Environmental Support	Beach Remediation/Restoration	ROE Administration	Marine/Waterway Debris Removal I	Data Collection/ Management/ Billing/ Invoicing	FEMA Compliance Monitoring & Audit Oversight	FEMA Reimbursement	ADMS
TEXAS TORNADOES – 2017															
Total Cubic Yards of Debris – 93,000 Total Clients – 1															
Texas Department of Transportation	2017	93,000	■	■	■		■					■	■	■	■
GEORGIA TORNADOES – 2017															
Total Cubic Yards of Debris – 920,000 Total Clients – 2															
Albany County, GA	2017	380,000	■	■	■							■	■	■	■
Dougherty County, GA	2017	540,000	■	■	■		■			■		■	■	■	■
HURRICANE MATTHEW – 2016²															
Total Cubic Yards of Debris – 8,739,550 (Estimated) Total Clients – 34 Representative clients listed below.															
Brevard County, FL	2016	820,779	■	■	■							■	■	■	■
City of Deltona, FL	2016	116,935	■	■	■		■					■	■	■	■
Flagler County, FL	2016	129,687	■	■	■		■					■	■	■	■
City of Holly Hill, FL	2016	137,094	■	■	■		■					■	■	■	■
Liberty County, GA	2016	182,468	■	■	■		■					■	■	■	■
City of New Smyrna Beach, FL	2016	203,981	■	■	■		■					■	■	■	■
City of Port Orange, FL	2016	428,244	■	■	■		■					■	■	■	■
St. Johns County, FL	2016	712,705	■	■	■							■	■	■	■
City of South Daytona, FL	2016	93,120	■	■	■		■					■	■	■	■
Volusia County, FL	2016	1,058,334	■	■	■		■					■	■	■	■
Beaufort County, SC	2016	1,609,243	■	■	■		■				■	■	■	■	■
Hilton Head Island, SC	2016	2,187,080	■	■	■		■					■	■	■	■
Horry County, SC	2016	187,395	■	■	■		■					■	■	■	■
City of Myrtle Beach, SC	2016	128,174	■	■	■		■					■	■	■	■
SEVERE STORMS AND FLOODING – 2016²															
Total Cubic Yards of Debris – 436,264 Total Clients – 2															
Ascension Parish, LA	2016	390,000	■	■	■							■	■	■	■
Iberville Parish, LA	2016	46,264	■	■	■							■	■	■	■

² Ongoing debris collection operations

Section 1: Minimum Qualifications

Event/Client	Year	Cubic Yardage	Comprehensive Contract Management	Collection Monitoring	Disposal Monitoring	Hazardous Waste Collection Monitoring	Leaner/Hanger/Stump Removal	DMS Environmental Support	Beach Remediation/Restoration	ROE Administration	Marine/Waterway Debris Removal I	Data Collection/ Management/ Billing/ Invoicing	FEMA Compliance Monitoring & Audit Oversight	FEMA Reimbursement	ADMS
WILDFIRES – 2016²															
Total Cubic Yards of Debris – 2,875 Total Clients – 2															
Kern County, CA	2016	T&M ²	■	■	■	■	■	■		■		■	■	■	■
Monterey County, CA	2016	T&M ³	■					■				■	■	■	■
SEVERE STORMS AND FLOODING – 2016															
Total Cubic Yards of Debris – 313,800 Total Clients – 6															
Brazoria County, TX	2016	19,000	■	■	■							■	■	■	■
City of Houston, TX	2016	193,951	■	■	■							■	■	■	■
Harris County, TX	2016	39,940	■	■	■							■	■	■	■
Montgomery County, TX	2016	53,208	■	■	■							■	■	■	■
Waller County, TX	2016	1,294	■	■	■							■	■	■	■
General Land Office, TX	2016	6,395	■	■	■							■	■	■	■
WILDFIRES – 2015¹															
Total Cubic Yards of Debris – 38,000 Total Clients – 2															
Lake County, CA	2015	38,000	■	■	■		■	■		■		■	■	■	■
Calaveras County, CA	2015	T&M ²	■	■	■		■	■		■		■	■	■	■
SEVERE STORMS – 2015¹															
Total Cubic Yards of Debris – 199,578 Total Clients – 3															
Friendswood, TX	2015	8,800	■	■	■							■	■	■	■
Hays County, TX	2015	132,100	■	■	■		■	■				■	■	■	■
Caldwell County, TX	2015	58,678	■	■	■		■	■				■	■	■	■
FLOODING – 2015¹															
Total Cubic Yards of Debris – 293,750 Total Clients – 10 Representative clients listed below.															
City of Houston, TX	2015	240,725	■	■	■							■	■	■	■
Hays County, TX	2015	10,900	■	■	■		■	■				■	■	■	■
Town of Wimberley, TX	2015	18,922	■	■	■		■	■				■	■	■	■
Caldwell County, TX	2015	1,320	■	■	■		■	■				■	■	■	■

³ Time and materials contract documentation

Section 1: Minimum Qualifications

Event/Client	Year	Cubic Yardage	Comprehensive Contract Management	Collection Monitoring	Disposal Monitoring	Hazardous Waste Collection Monitoring	Leaner/Hanger/Stump Removal	DMS Environmental Support	Beach Remediation/Restoration	ROE Administration	Marine/Waterway Debris Removal I	Data Collection/ Management/ Billing/ Invoicing	FEMA Compliance Monitoring & Audit Oversight	FEMA Reimbursement	ADMS
City of San Marcos, TX	2015	5,590	■	■	■		■	■				■	■	■	■
FLOODING – 2014															
Total Cubic Yards of Debris – 10,000 Total Clients – 1															
Escambia County, FL	2014	10,000	■	■	■							■	■	■	■
TORNADO – 2014															
Total Cubic Yards of Debris – 179,851 Total Clients – 2															
Limestone County, AL	2014	104,256	■	■	■		■	■				■	■	■	■
Blount County, AL	2014	75,595	■	■	■		■	■				■	■	■	■
ICE STORM – 2014															
Total Cubic Yards of Debris – 1,041,047 Total Clients – 7															
Augusta-Richmond County, GA	2014	739,640	■	■	■		■	■				■	■	■	■
Sumter County, SC	2014	104,722	■	■	■		■	■				■	■	■	■
Dorchester County, SC	2014	91,850	■	■	■		■	■				■	■	■	■
Barnwell County, SC	2014	85,703	■	■	■		■	■				■	■	■	■
Colleton County, SC	2014	61,883	■	■	■		■	■				■	■	■	■
City of Sumter, SC	2014	35,424	■	■	■		■	■				■	■	■	■
Hampton County, SC	2014	15,495	■	■	■			■				■	■	■	■
FLOODING – 2013															
Total Cubic Yards of Debris – 140,000* Total Clients – 1															
Boulder County, CO	2013	140,000*	■	■	■		■	■		■		■	■	■	■
ICE STORM – 2013															
Total Cubic Yards of Debris – 100,664 Total Clients - 1															
City of Rapid City, SD	2013	100,664	■	■	■		■	■				■	■	■	■
ICE STORM – 2013															
Total Tons of Debris – 79,925 Total Clients – 1															
City of Sioux Falls, SD	2013	79,925*	■	■	■		■	■				■	■	■	■
HURRICANE SANDY – 2012															
Total Cubic Yards of Debris – 272,931 Total Clients – 13 Representative clients listed below.															

Section 1: Minimum Qualifications

Event/Client	Year	Cubic Yardage	Comprehensive Contract Management	Collection Monitoring	Disposal Monitoring	Hazardous Waste Collection Monitoring	Leaner/Hanger/Stump Removal	DMS Environmental Support	Beach Remediation/Restoration	ROE Administration	Marine/Waterway Debris Removal I	Data Collection/ Management/ Billing/ Invoicing	FEMA Compliance Monitoring & Audit Oversight	FEMA Reimbursement	ADMS
New Jersey Department of Environmental Protection	2012	193,706	■	■	■	■			■		■	■	■	■	■
Borough of Sayreville, NJ	2012	27,800	■	■	■	■		■				■	■	■	■
Town of Fairfield, CT	2012	13,300	■	■	■	■	■					■	■	■	
HURRICANE ISAAC – 2012															
Total Cubic Yards of Debris – 721,672 Total Clients – 5 Representative clients listed below.															
Jefferson Parish, LA	2012	270,136	■	■	■		■	■				■	■	■	
St. John the Baptist Parish, LA	2012	225,000	■	■	■	■	■	■				■	■	■	■
City of New Orleans, LA	2012	177,443	■	■	■		■	■				■	■	■	
TROPICAL STORM DEBBY – 2012															
Total Cubic Yards of Debris – 7,253 Total Clients – 3 Representative clients listed below.															
Clay County, FL	2012	3,777		■	■							■	■		
Pasco County, FL	2012	2,583		■	■							■	■		

B. KEY PERSONNEL REQUIREMENTS

Tetra Tech has assembled a team with hands-on experience in recent disasters and emergencies as well as prevention, mitigation, preparedness, response, and recovery programs. These individuals meet or exceed the personnel requirements listed on page 23 of the City's request for proposal. A summary of the key personnel's years of experience is provided in the exhibit below. **More detailed information about our key personnel and additional team member's experience is included in Section 2 of this proposal.**

Exhibit 1-3: Key Personnel

Staff Name/Role/Years of Experience	Years of Experience	Representative Experience
Phil Ivey <i>Project Manager</i>	12	<ul style="list-style-type: none"> City of Houston, TX –Hurricane Ike (2008); Flooding (2015/2016); Hurricane Harvey (2017) Boulder County, CO – Flooding (2013) New Jersey Department of Environmental Protection – Hurricane Sandy [NJDEP] (2013) City of New Orleans, LA – Hurricane Katrina (2007)

Section 1: Minimum Qualifications

Staff Name/Role/Years of Experience	Years of Experience	Representative Experience
		<ul style="list-style-type: none">• City of Pensacola, FL – Hurricane Ivan (2005)• Collier County, FL – Hurricane Wilma (2005)
Tim Quade <i>Operations Manager</i>	2	<ul style="list-style-type: none">• Helena, CA – California Wildfires (2017)• Beaufort County, SC – Hurricane Matthew (2016)• Dougherty County, GA – Tornadoes (2017)• Lake County, CA – Wildfires (2015)
Owen Chen <i>Data Manager</i>	5	<ul style="list-style-type: none">• Beaufort County, SC – Hurricane Matthew (2016)• Calaveras County, CA – Wildfires (2016)• Lake County, CA – Wildfires (2015)• Hays County, TX – Flooding (2015)• Boulder County, CO – Flooding (2014)• NJDEP – Hurricane Sandy (2013)

Additionally, all locally hired collection and disposal monitors must have a high school diploma or GED, and must attend a debris monitoring training session prior to working. These training sessions are delivered by experienced trainers and provide the information required to facilitate accurate field monitoring.

A. EXPERIENCE AND QUALIFICATIONS OF FIRM

A1. DESCRIPTION AND HISTORY OF THE FIRM

Tetra Tech, Inc., (Tetra Tech) is a leading provider of consulting, engineering, and technical services worldwide. Founded in 1966, Tetra Tech is one of the leading firms in the nation in the field of disaster management and homeland security, with millions of dollars in revenue coming from contracts in such diverse areas as infrastructure hardening and protection; disaster recovery; emergency management, planning, and preparedness; community resilience; and grant management. Tetra Tech supports government and commercial clients by providing innovative solutions to complex problems focused on water, environment, energy, infrastructure, and natural resources. With 16,000 employees worldwide, Tetra Tech's capabilities span the entire project life cycle.

Dedicated to helping state and local governments plan for and recover from natural and human-caused disasters, our staff members offer a field-tested and proven methodology for emergency readiness, continuity planning, and disaster recovery.

Our team is recognized for its ability to quickly respond to a broad range of emergencies, allowing our clients to return to the business of running their day-to-day operations.

In 2017, Tetra Tech simultaneously deployed in Texas, Florida, Puerto Rico, and the Virgin Islands in response to three hurricanes (Harvey, Irma, and Maria), representing more than 100 government clients.

Likewise, our team's understanding of the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA) (including recent changes), and other reimbursement agencies' requirements for eligibility, documentation, and reimbursement helps clients receive the maximum reimbursement allowed. ***Our team has obtained over \$6 billion in reimbursement funds for our clients*** from federal agencies such as FEMA, FHWA, and the Natural Resources Conservation Service (NRCS). In total, our team has successfully managed the removal of and reimbursement for over ***103 million cubic yards (CYs) of debris*** as well as the ***demolition of over 5,000 uninhabitable residential and commercial structures.***

Within our proposal, we demonstrate that:

- We are duly qualified to perform the scope of work outlined in the City of Coral Gables' (City) request for proposal, as evidenced by our staff's extensive qualifications for many of the nation's most catastrophic disasters and our team's previous experience with disaster recovery in Florida over the past 10 years.
- We are committed to providing the City with skilled resources within the time frames specified by the City as evidenced by the depth of experience of our senior management team and project management team, their historical performance across Florida, and our commitment to the to the City to perform in a timely manner.
- We offer a proven and successful technical and management approach that has been refined in disaster activations across the United States, including 16 projects with over 1 million CYs of debris, as evidenced by our team's detailed scope of work and significant work history in the disaster response marketplace and within the State of Florida.
- We offer detailed reporting, real-time debris collection tracking, and mapping capabilities that are driven by our RecoveryTrac™ automated debris management system (ADMS) technology, which allows our staff to monitor



- and manage a recovery effort electronically in addition to increasing productivity while decreasing fraud, human error, and cost to the City.
- As a global engineering firm with over \$2.5 billion in annual revenues, we have the financial resources and cash flow to support a large, long-term recovery effort.

A2. DEBRIS MANAGEMENT EXPERIENCE

Our team has vast experience providing disaster management, recovery, and consulting services to state and local government agencies. *In 2017 alone, we served 120 clients in response to Hurricanes Harvey, Irma, and Maria; multiple California wildfires; and tornadoes in Texas and Georgia.* Exhibit 2-1 provides an overview of our experience. *Applicable project profiles and references are featured in Section 4 of our proposal.*

Exhibit 2-1: Experience Summary

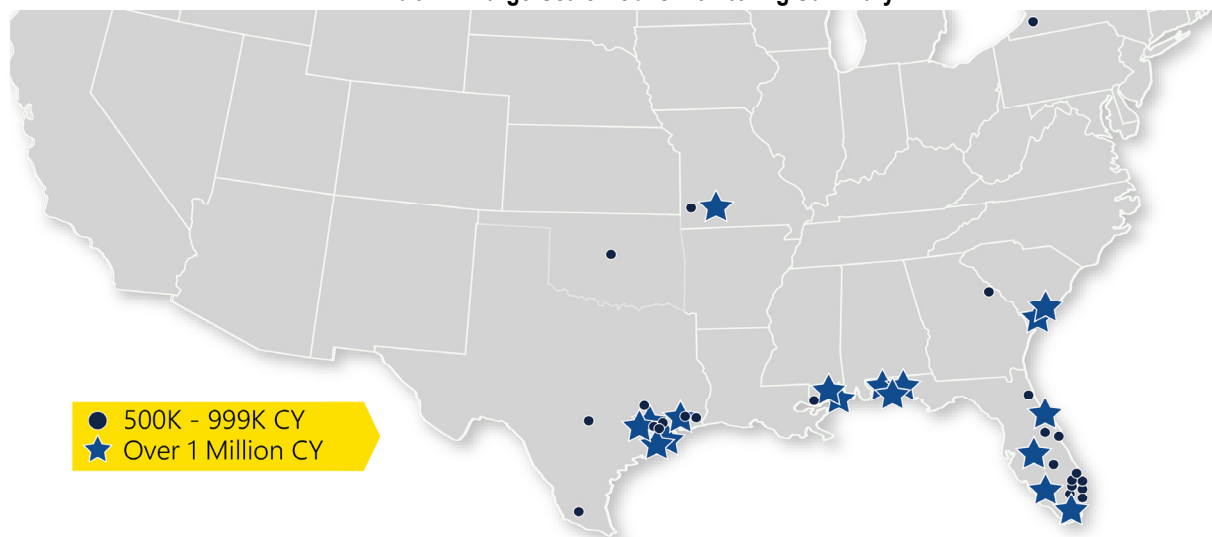


Large-Scale Debris Monitoring Experience

Our team understands the significant resource commitment and effort that is necessary to manage and monitor large-scale debris removal operations for local governments. We have monitored and obtained FEMA, FHWA, and NRCS reimbursement on 20 debris removal projects in excess of 1 million CYs of debris. ***We are also very proud of our ability to scale our response and support clients with even the smallest of disasters or communities similar in size to the City. These clients have included the Cities of Port Orange, Naples, Dunedin, Doral, and Pinellas Park, FL. Profiles and references for these projects are featured in Section 4 of our proposal.***

Exhibit 2-2 summarizes our team's experience serving as the prime contractor on large-scale debris monitoring projects.

Exhibit 2-2: Large-Scale Debris Monitoring Summary



Houston, TX
Hurricane Ike, '08



Escambia County & Pensacola, FL
Hurricane Ivan, '04



Collier County, FL
Hurricane Irma, '17



Miami-Dade County, FL
Hurricane Irma, '17



Gulfport, MS
Hurricane Katrina, '05



Bolivar Peninsula, TX
Hurricane Ike, '08



Miami-Dade County, FL
Hurricane Wilma, '05



Harrison County, MS
Hurricane Katrina, '05



Harris County, TX
Hurricane Ike, '08



Hilton Head Island, SC
Hurricane Matthew, '16



Houston, TX
Hurricane Harvey, '17



Galveston, TX
Hurricane Ike, '08



Polk County, FL
Hurricane Irma, '17



Santa Rosa County, FL
Hurricane Dennis, '05



Beaufort County, SC
Hurricane Matthew, '16



Escambia County, FL
Hurricane Dennis, '05



Jefferson County, TX
Hurricane Rita, '05



Springfield, MO
Snowstorms, '07



Harris County, TX
Hurricane Harvey, '17



Volusia County, FL
Hurricane Matthew, '16

Photo Source | FEMA.gov

A.3 EXPERIENCE COORDINATING WITH FEDERAL, STATE, AND LOCAL FUNDING SOURCES AND REIMBURSEMENT PROCESSES

Throughout the course of the hundreds of debris management and grant management projects that our staff has administered for state and local governments across the United States, our team has developed a unique understanding of the FEMA organization and other regulatory agencies' policies and procedures. Our team maintains strong relationships with many of the lead federal coordinating officers, debris specialists, Public Assistance (PA) coordinators and officers, and other staff. Our team also understands the duties and responsibilities of emergency management personnel at the state and local level, which helps us build strong relationships. Our team has worked with hundreds of local government emergency management agencies and dozens of state emergency management organizations following disaster debris-generating events.

Our team has worked closely with FEMA and FHWA staff in the determination of debris eligibility, data requirements, project worksheet/detailed damage inspection report development, auditing of documentation, and reimbursement requirements. This includes providing step-by-step assistance to clients throughout the FEMA reimbursement process.

To maximize PA funding for our clients, our staff members maintain a working relationship with FEMA at the headquarters, regional, and local levels. Constant communication and regular interface with FEMA allows our team to obtain quick responses on disaster-specific guidance and issues.

Moreover, Tetra Tech maintains a full-time staff to assist our clients in obtaining reimbursement. **Mr. Dick Hainje**, former regional administrator of FEMA Region VII, has been responsible for deploying and managing over 2,000 emergency management employees following disasters and created a long-term community recovery process for FEMA Region VII. Mr. Hainje has assisted our clients with navigating the reimbursement process and obtaining clarification on FEMA policies. Mr. Hainje also led the response, recovery, and mitigation for the historic 2008 Midwest flooding event, where he was the regional administrator in charge of over 1,000 FEMA employees deployed to this event.

Additionally, our data management and document storage procedures are tailored to facilitate FEMA review of the generation of project worksheet versions throughout the project. ***Our FEMA appeals and funding specialists have worked with FEMA closeout officers to obtain millions of previously deobligated dollars for communities.***

In the field, our operations managers and field supervisors fully understand FEMA rules and regulations for hand-loaded vehicles; stump, limb, and tree removal at unit rates; volumetric load calls at temporary disposal site locations; and right-of-way (ROW) debris removal eligibility. This allows us to monitor contracts to the smallest detail while concurrently managing and documenting the operation using proven methodologies that maximize FEMA reimbursement. ***Our understanding of reimbursement agencies' requirements for eligibility, documentation, and reimbursement has helped our clients obtain over \$6 billion in reimbursement funds from federal agencies such as FEMA, FHWA, and the NRCS.***

WHAT DO OUR CLIENTS SAY?

"Your team assisted us with FEMA PA Grant Program application and administration, FHWA ER technical assistance, FEMA HMGP grant application, and HUD CDBG-DR project identification, technical assistance, and application development representing a combined estimated \$280 million in federal grants—the largest grant application in Boulder County's history.

Boulder County has been very pleased by the work of your team and would absolutely recommend them to any other state or local government agency in the aftermath of a disaster."

**Michelle Krezek, Commissioners' Deputy
Boulder County, Colorado**

A4. KNOWLEDGE AND EXPERIENCE WITH ALL ASPECTS OF DISASTER RECOVERY PROGRAM MANAGEMENT

As a result of our successful performance on past projects, our team has become a national leader in providing management and support documentation for the following:

- Emergency road clearance
- Curbside debris collection
- Operation of citizen drop-off sites
- Demolition of uninhabitable structures
- Data management and invoice reconciliation
- Execution of private property debris removal (PPDR) programs
- Oversight of temporary debris storage and reduction site (TDSRS)
- Final debris disposal at a landfill or other end use
- Conflict and damage resolution
- Truck certification
- Right-of-entry (ROE) administration

Special Programs Management

Our team is experienced with all facets of the debris removal monitoring industry, including special disaster recovery program management services. Some examples of special programs our team has managed and administered include the following:

- Animal carcass removal and disposal
- Asbestos abatement
- Beach remediation/restoration
- Construction and demolition debris
- Creosote piling
- Disposal site management
- Drainage and canal debris removal
- E-wastes
- Food waste removal
- Hazardous waste debris removal
- Leaner, hanger, and stump removal
- Marine/waterway debris removal
- Private property demolition/debris removal
- Nuisance abatement ordinance administration
- Saltwater killed tree removal
- Subsurface storm drain debris removal
- Vessel and vehicle recovery
- Wetland and parkland debris
- White goods debris removal
- Woodchips/ashes

Private Property/Right-of-Entry Debris Removal

Our team has administered many of the largest PPDR programs in U.S. history, including projects for New Orleans, Louisiana; Gulfport, Mississippi; Bastrop, Texas; and Escambia County, Florida. Tetra Tech assists communities with ensuring they have the legal authority via local and state ordinances to enter onto private property. Our team also assists with preparing submittal packages for FEMA to approve the program, promoting the ROE program with residents, and ensuring the program is properly documented. Exhibit 2-3 is a representative list of our experience in assisting clients with PPDR activities and demolition program management.

Exhibit 2-3: PPDR and Demolition Program Management

Client	Disaster/Year	Public Advertisement	Application Administration	Historical/Environmental Review	Property Survey	Scheduling	Individual Property Debris Tracking	Demolition Program Management	Debris Removal Monitoring	Reduction/Disposal Monitoring	Property Close Out	Data Management
Dougherty County, GA	Tornado (2017)								■	■		■
Lake County, CA	Wildfires (2015)	■	■	■	■	■			■	■	■	■
Hays County, TX	Flooding (2014)	■	■	■	■	■			■	■	■	■
Boulder County, CO	Flooding (2013)	■	■	■	■	■		■	■	■	■	■
Middletown, Township of, NJ	Hurricane Sandy (2012)					■	■	■	■	■		■
St. John the Baptist Parish, LA	Hurricane Isaac (2012)	■			■	■			■	■		■
Bastrop County, TX	Wildfires (2011)	■	■	■	■	■			■	■	■	■
Comanche Nation, OK	Ice Storm (2009)					■	■		■	■		■
Cedar Rapids, City of, IA	Flooding (2008)			■		■		■	■	■	■	■
University of Iowa	Flooding (2008)			■		■		■	■	■	■	■
Galveston, City of, TX	Hurricane Ike (2008)	■	■	■	■	■	■		■	■	■	■
Terrebonne Parish, LA	Hurricanes Ike (2008)	■	■	■	■	■	■	■	■	■	■	■
Iberville Parish, LA	Hurricane Gustav (2008)	■	■		■	■			■	■	■	■
New Orleans, City of, LA	Hurricane Katrina (2005)	■	■	■	■	■	■	■	■	■	■	■
Waveland, City of, MS	Hurricane Katrina (2005)	■	■		■	■	■	■	■	■	■	■
Naples, City of, FL	Hurricane Wilma (2005)					■			■	■	■	■

Leaning Trees, Hanging Limbs, and Stump Removal

Leaning trees, hanging limbs, and stumps pose significant threats to public health and safety. Guidance on reimbursement for the removal of these vegetative threats is disaster-specific. Tetra Tech has the experience and expertise to help communities avoid the de-obligation of funds or non-reimbursement for these activities due to ineligible work. Our team has assisted numerous clients in surveying, documenting, and monitoring the removal of leaning trees, hanging limbs, and stumps. ***Our team members most recently monitored the removal and disposal of 198,635 hazardous trees and hangers on behalf of 36 clients following Hurricane Matthew.*** Exhibit 2-4 provides featured clients where our team has monitored the collection and removal of leaning trees, hanging limbs, and stumps following a disaster debris-generating event.

Exhibit 2-4: Previous Leaner/Hanger/Stump Removal Programs

Client	Event	Total Leaners/Hangers/ Stumps Removed
Beaufort County, South Carolina	2016 Hurricane Matthew	67,581
Town of Hilton Head, South Carolina	2016 Hurricane Matthew	48,589
Horry County, South Carolina	2016 Hurricane Matthew	33,661
Flagler County, Florida	2016 Hurricane Matthew	15,151
City of Port Orange, Florida	2016 Hurricane Matthew	6,098
City of Myrtle Beach, South Carolina	2016 Hurricane Matthew	4,076
City of Augusta, Georgia	2014 Winter Storm Pax	26,800
City of Rapid City, South Dakota	2013 Ice Storm	8,000
City of Sioux Falls, South Dakota	2013 Ice Storm	26,700
State of Connecticut	2011 Winter Storm Alfred	57,200
Henrico County, Virginia	2011 Hurricane Irene	15,500
Texas Department of Transportation	2011 Texas Drought and Wildfires	5,800
City of Raleigh, North Carolina	2011 Tornado	7,500
Arkansas Game and Fish Commission	2009 Ice Storm	48,900
City of Houston, Texas	2008 Hurricane Ike	212,500
Terrebonne Parish, Louisiana	2008 Hurricane Gustav	14,500
City of Norman, Oklahoma	2007 Midwest Ice Storm	26,800
Greene County, Missouri	2007 Midwest Snow Storm	53,900
Genesee County, New York	2006 Ice Storm	9,100
Town of Amherst, New York	2006 Ice Storm	32,700
City of Fort Lauderdale, Florida	2005 Hurricane Wilma	20,400
Santa Rosa County, Florida	2005 Hurricane Dennis	13,700
Escambia County, Florida	2004 Hurricane Ivan	15,100

Hazardous Material Removal

Major disasters (particularly those that involve significant flooding) will result in the need to address hazardous materials. Typically, the U.S. Environmental Protection Agency (EPA) is responsible for identifying and removing large quantities of household hazardous waste (HHW) (containers over 5 gallons such as large commercial/industrial storage tanks, propane tanks, 55-gallon drums, etc.). Local governments are charged with implementing collection programs for HHW, including containers with paints, pesticides, household cleaners, oils/solvents, fuels, etc. Our team has significant experience helping local governments plan, procure, implement, and track disaster-related HHW collection programs at curbside or drop-off locations. Following Hurricane Ike, which resulted in a storm surge that covered almost all of Galveston Island, our team helped the City of Galveston implement one of the largest post-disaster HHW programs in U.S. history, in addition to working cooperatively with the EPA on large quantity HHW recovery.

Asbestos Containing Material Management

Through our team's years of demolition experience, including our previous engagements in Iowa following the 2008 flood, our team of experts has developed best management practices for documenting and monitoring work related to Asbestos Containing Material (ACM). Tetra Tech's best management practices for ACM collection, remediation, and disposal meet state and local regulatory agency requirements. Tetra Tech will collect and catalog all pertinent information related to the ACM content, or lack thereof, for a property. Once the remediation contractor has

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removed and wrapped the ACM, Tetra Tech will document the transfer of custody through final disposition. As part of the ACM documentation process, Tetra Tech will also collect and pair all waste shipment records to the respective load tickets. Additionally, during the course of the project if Tetra Tech notices any lack of due diligence or potential for environmental violations, our management staff will notify City officials immediately and assist in creating a mitigation strategy. In the instance of non-ACM debris removal, Tetra Tech will collect and digitally link all TDSRS or landfill manifest with the corresponding load ticket.

Data Management

Our team has spent years researching and developing an effort to streamline the debris collection documentation process with a focus on minimizing the cost to our clients and improving the visibility of debris project operations. Our ADMS, RecoveryTrac™, is the result of these efforts. RecoveryTrac™ is a scalable and fully featured disaster management application designed specifically to address the operational challenges faced during a disaster recovery project. Managing the enormous volume of documentation generated during a debris monitoring operation was paramount to the design of our ADMS. ***This state-of-the-art technology has already shown to increase the efficiency and improve the management of debris removal efforts for multiple clients.*** For more information on our data management, please see [Section 3: Technical Approach](#).

Hauler Invoice Reconciliation and Contracting

To expedite contractor invoice reconciliation efforts, Tetra Tech requires copies of all primary debris hauler contracts with the City. After reviewing the contracts, Tetra Tech will set up our ADMS, RecoveryTrac™ database to generate transactions for tickets issued to each debris contractor. Tetra Tech will then meet with each primary debris contractor to review the debris contractor reports that will be generated automatically through RecoveryTrac™. The debris contractor reports will provide each contractor with sufficient data to reconcile with their subcontractors as well as generate invoices for payment by the City. Several quality assurance (QA) and quality control (QC) checks will be conducted on data before it is provided to the contractor. RecoveryTrac™ significantly reduces the amount of time needed for a contractor to generate an invoice and for the subsequent invoice reconciliation with Tetra Tech. For more information on our hauler invoice reconciliation and contracting, please see [Section 3: Technical Approach](#).

A5. PROFESSIONAL DEVELOPMENT PROGRAM

Tetra Tech remains abreast of the latest guidance, issues being debated, and current best practices through participation in expert groups, attendance in training and conference sessions, and working with national experts in disaster recovery operations, emergency management, national security, information technology, public health, transportation, and critical infrastructure protection.

Our proposed team possesses many of the key certifications necessary to provide quality technical services and have attended numerous training courses related to debris operations and emergency management. Some of these include, but are not limited to:

- Occupational Safety and Health Administration (OSHA) Disaster Site Worker Course
- OSHA 10-Hour Construction Safety Certification
- OSHA 24-Hour HAZWOPER Certification
- OSHA 40-Hour HAZWOPER Certification
- G-202 Debris Management
- IS 100: Introduction to Incident Command System
- IS-200: Basic Incident Command
- IS-556: Damage Assessment for Public Works

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- IS-559: Local Damage Assessment
- IS-631: Public Assistance Operations I
- IS-632: Introduction to Debris Operations
- IS-634: Introduction to FEMA's Public Assistance Program
- IS-700: National Incident Management System
- IS-800: National Response Program
- Mass Casualty Incident Manager Certification

Additionally, all collection and disposal monitors and field supervisors must attend a debris monitoring training session prior to working. These training sessions are delivered by experienced trainers and provide the information required to facilitate accurate field monitoring. Tetra Tech also conducts daily tailgate safety sessions with field employees to alert them of potential work hazards and review safe work practices.

A6. CONFLICT OF INTEREST

Tetra Tech confirm that neither the firm nor any employee thereof, has a conflict of interest, either direct or indirect, in connection with the services sought herein pursuant to federal and state law.

B. EXPERIENCE AND QUALIFICATIONS OF KEY PERSONNEL

B1. KEY PERSONNEL QUALIFICATIONS SUMMARY

Tetra Tech has assembled a team of experienced emergency management, infrastructure, and grant management specialists with hands-on experience in recent disasters and emergencies as well as prevention, mitigation, preparedness, response, and recovery programs. Our disaster recovery professionals are uniquely familiar with the policies, procedures, and requirements associated with providing disaster recovery services subject to FEMA, FHWA, U.S. Department of Housing and Urban Development (HUD), NRCS, and other federal agency reimbursement programs.

Our staff members have successfully managed the removal of and reimbursement for over **103 million cubic yards (CYs) of debris** as well as the **demolition of over 5,000 uninhabitable residential and commercial structures**. Our team has monitored and obtained FEMA, Federal Highway Administration (FHWA), and Natural Resources Conservation Services (NRCS) reimbursement on **over 20 debris removal projects in excess of 1 million CYs of debris** and understands the significant resource commitment and effort that is necessary to manage and monitor large-scale debris removal operations. Our team has also provided program management services to many communities with 51,000 residents or fewer. We understand the importance of proper staffing based on the magnitude of an event and the scale of the impacted area.

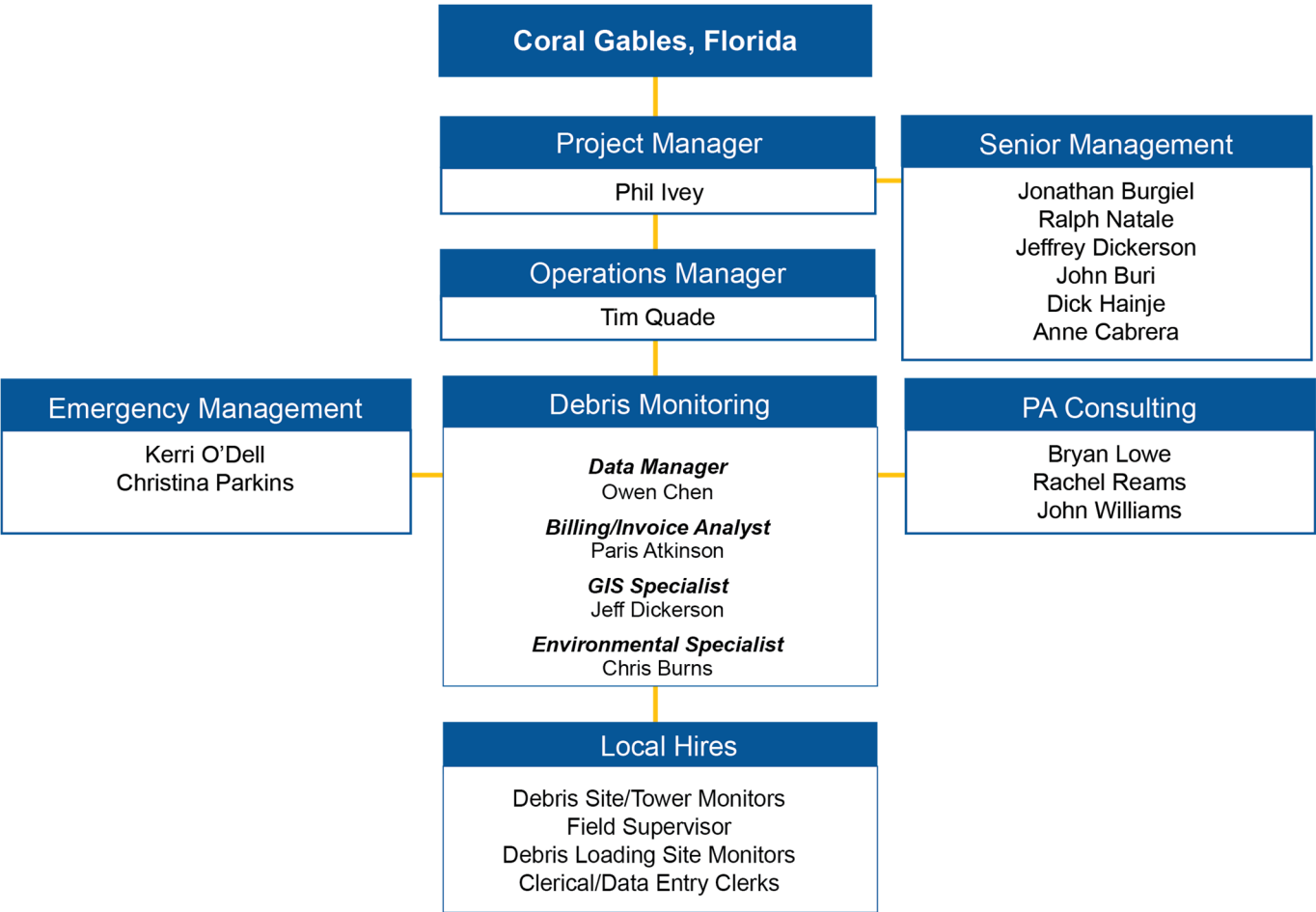
Tetra Tech is committed to providing the City with a dedicated and consistent project management team that will expedite recovery efforts in the City by establishing a coordinated and organized approach to debris removal. Our dedicated team is available to the City 365 days per year.

More detailed information about each team member's experience is included under Item B.3 – Proposed Staff Experience Summary. Résumés have also been included at the end of this section.

B2. ORGANIZATIONAL CHART

Exhibit 2-5 shows our proposed project team organizational structure.

Exhibit 2-5: Project Team Organizational Chart



B3. PROPOSED STAFF EXPERIENCE SUMMARY

Senior Management Team

Our senior management team will provide expert oversight and assistance at critical junctures and is prepared to assist the project management team for the duration of any disaster recovery operation. These individuals bring decades of disaster debris monitoring and reimbursement expertise.

- **Mr. Jonathan Burgiel** has 31 years of experience in solid waste and disaster recovery. His disaster-related work has included serving as principal in charge of over 30 projects, helping clients throughout the country prepare for, respond to, and recover from natural and human-caused disasters. Mr. Burgiel has provided senior management leadership to various communities following Hurricane Matthew, Richland County, South Carolina (Historic 1,000 Flooding Event), the New Jersey Department of Environmental Protection (NJDEP) (Hurricane Sandy); State of Connecticut (Hurricane Sandy); State of Louisiana (Hurricane Isaac); City of New Orleans, LA (Hurricane Katrina Residential Demolition Program); Harris County, TX (Hurricane Ike); and Miami-Dade County (Hurricanes Katrina and Wilma), to name a few.

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Key Staff Résumés

Section 2: Experience and Qualifications

- **Mr. Ralph Natale** has overseen response to some of the country's largest debris-generating disasters. He is an expert in FEMA Public Assistance (PA) Grant Program reimbursement policies and has administered nearly 70 projects in his 11-year career. This includes managing and documenting the removal of over 16 million CYs of debris and 895,000 hazardous trees totaling over \$470 million dollars of reimbursed invoices. He has served as a debris specialist and grant consultant for state and local governments, including for the State of Connecticut Emergency Operations Debris Task Force following Hurricane Irene and Winter Storm Alfred and the City of New Orleans, Louisiana, following Hurricane Isaac. He currently serves as principal in charge for several of the firm's response efforts in California following the devastating fires and for 38 communities following Hurricane Harvey in Texas.
- **Ms. Anne Cabrera** has worked nationwide on numerous major post-disaster activations since Hurricane Wilma in 2005. She has served in a variety of roles focusing on reimbursement for more than \$2 billion from the Federal Emergency Management Agency (FEMA). Ms. Cabrera has worked on behalf of cities and counties throughout the United States and is a highly regarded expert in the debris management industry. In addition to her work with post disaster recovery operations, Ms. Cabrera has worked with a number of clients on their longer-term financial recovery, including serving as a technical resource to clients during implementation of the FEMA Public Assistance (PA) program and other federal grant programs and assisting in the preparation, development, and review of FEMA PA project worksheets (PWs) for disaster related activities, state appeals, and close out processes. **Most recently, she assisted several South Florida communities with debris monitoring operations following Hurricane Irma.**
- **Mr. Jeff Dickerson** has more than 20 years of experience in program management and information technology and is the principal system architect of our ADMS, RecoveryTrac™. Mr. Dickerson has managed numerous large disaster response operations with over 1,000 field monitors, coordinated the operation of 24-hour data processing centers (some with nearly 100 personnel), and provided technical support for a debris management database to track over 1,000 trucks and the documentation for over 5 million CYs of debris brought to clients' debris management sites. Mr. Dickerson has led deployment and logistics efforts for some of the firm's largest debris monitoring efforts. **Most recently, he oversaw the deployment of over 4,000 field units to over 100 clients following Hurricanes Harvey and Irma and the California wildfires.**
- **Mr. John Buri** is a versatile emergency management, disaster mitigation, response and recovery, and grant management professional with 14 years of experience. Mr. Buri has provided senior management oversight on 16 major disasters declarations for over 100 clients since 2007, representing over \$1 billion in disaster-related grants. He has responded to numerous large-scale activations and engages with FEMA and state regulatory agencies and debris contractors in addition to providing FEMA Public Assistance (PA) consulting for all tasks and activities associated with each disaster recovery operation.
- **Mr. Dick Hainje** serves as a senior advisor and the former administrator of FEMA Region VII, where he led the region through 60 presidentially declared disasters. Mr. Hainje was the director of operations for Hurricane Charley and was responsible for the entire Florida operations division, which at the time was the largest deployment in FEMA's history. His extensive experience working with senior first responders as well as local, state, and federal elected officials during times of crisis has included providing full briefings to the president of the United States five times at the scene of major disaster operations. He was responsible for creating a long-term community recovery process for FEMA Region VII, which provides heavily impacted communities the opportunity to go through a FEMA-sponsored planning process after a catastrophic incident. Following Hurricane Katrina in 2005, Mr. Hainje was asked by Secretary Chertoff to serve as the deputy Principal Federal Official for the Mid-Atlantic States, where he was involved with every aspect of preparation for all of the states from Georgia to Delaware, including leading major hurricane preparation exercises in FEMA Region IV and FEMA Region III.

Project Management Team

In addition to our senior management team, our dedicated project management team consists of disaster recovery professionals who are uniquely familiar with the policies, procedures, and requirements associated with providing disaster recovery services. ***Tetra Tech's staff members constitute an integrated team with unparalleled skills and experience that is uniquely qualified to manage the debris monitoring operations.***

- **Mr. Phil Ivey, Project Manager** – Mr. Ivey has **12 years of experience** and has overseen recovery operations in response to some of the country's largest debris-generating disasters. Mr. Ivey is experienced with debris collection and disposal and developing project worksheets to accurately record the data to ensure proper reimbursement, payment reconciliation, and guidance on adhering to local, state, and federal regulations and policies governing debris collection and disposal.

As project manager, Mr. Ivey will be responsible for implementation of the specific programs tasked by the City through purchase orders. He is also responsible for program oversight, task order preparation, forecasting, and quality assurance.

- **Mr. Tim Quade, Operations Manager** – Mr. Quade serves as field operations manager and has **more than two years of experience** with truck certification, disposal operations, FEMA reimbursement requirements, scheduling and dispatching of monitors, quality assurance/quality control (QA/QC) of monitors, and general field management. Mr. Quade is also one of our designated staff trainers and has provided training to several hundred monitors during recent debris monitoring activations. Mr. Quade has an in-depth understanding of the implementation and operation of our ADMS technology and the execution of health and safety protocols.

As operations manager, Mr. Quade will be responsible for the implementation of Tetra Tech's work plans, dispatching field personnel, staffing, safety, field logistics, and training. He will verify eligibility, compliance, and collection and disposal operations oversight and coordinate directly with our project manager daily with progress reports and on specific issues.

- **Owen Chen, Data Manager** – Mr. Chen is an experienced quality control and data manager for Tetra Tech with **over 4 years of experience**. His areas of expertise are in geographic information systems, documentation management, quality assurance/quality control (QA/QC), database management, and reporting. He also has an in-depth understanding of FEMA eligibility, documentation requirements, and our ADMS.

As data manager for the City, Mr. Chen will be responsible for multiple functions during debris removal activities, including reporting and quality assurance/quality control of all ADMS documentation in the field along with storing the documentation in preparation for future audits. He will validate documentation and metrics being reported as accurate and on-schedule.

- **Paris Atkinson, Billing and Invoice Analyst** – Ms. Atkinson is a senior data manager and billing/invoice analyst whose responsibilities include data management, management of monitoring documentation for the FEMA, invoice reconciliation, and the use of our ADMS. She has extensive experience on all aspects of program data management, including project closeout and post-closeout audit support. Ms. Atkinson possesses knowledge and understanding of federal grant programs, including the FHWA Emergency Relief (ER) Program and the FEMA PA Program.

As billing and invoice analyst, Ms. Atkinson will work with our data manager to enter, tabulate, and organize collection and disposal data into FEMA-required formats. She will develop regular updates on the quantities and types of debris collected and will provide quality assurance and quality control processes for the review and verification of field and debris contractor-provided data in support of invoices.

- **Chris Burns, Environmental Specialist** – Mr. Burns has 15 years of experience in the environmental field. Mr. Burns has responded to over 400 oil spills, conducting responses to oil spills, complaints, fish kills, and a multitude of site assessments. His experience includes responses to small releases from aboveground home heating oil tanks to larger releases from underground storage tanks and pipelines that have affected surface water, groundwater, and soil. Mr. Burns is currently the Emergency Response Coordinator and Deputy Program Manager for the US EPA Region 5 START Contract. He is trained in the operation and maintenance

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of field equipment for use in emergency response operations. He is also experienced in the collection of asbestos samples and is versed in the 2009 asbestos framework for collection asbestos samples, and currently manages five asbestos sites for Tetra Tech.

As environmental specialist, Mr. Burns has responsibility for environmental permitting, the recommendation and selection of temporary debris storage and reduction site (TDSRS), and related issues. He reports to the project manager and will work closely with solid waste staff to address and resolve environmentally sensitive issues.

- **Bryan Lowe, *Public Assistance (PA) Supervising Consultant*** – Mr. Lowe is a seasoned grant management and emergency management specialist, with over 18 years of field experience. He has a long history of working with the Florida Department of Emergency Management and has been involved in every major Florida disaster event since 2004. Mr. Lowe has provided emergency management and financial recovery in the State of Florida for the Bugaboo Fires, Super Bowl, Tropical Storm Fay, Operation Haiti Repatriation, and the Deepwater Horizon oil spill disaster.
- **Rachel Reams, *MBA, PA Coordinator*** – Ms. Reams assist clients with damage assessments, force reconciliation, and project worksheet development throughout the post-disaster grant administrative period. Ms. Reams is familiar with data collection and dissemination, contracted and force account labor, equipment, and invoice reconciliation, application development, and project monitoring. Currently, Ms. Reams is providing PA consulting services to several clients in Florida that were impacted by Hurricane Irma.
- **John Williams, *MBA, PA Coordinator*** – Mr. Williams assists clients throughout the post-disaster grant administration process. He is familiar with data collection and dissemination, invoice and reconciliation, cost accounting, application development, supporting requests for information (RFI), and project monitoring. His strong background in finance, management, and operations makes him particularly adept at tracking the recovery process.
- **Kerri O'Dell, *Emergency Management Consultant*** – Ms. O'Dell serves as high-level project manager for Tetra Tech and possesses over 13 years of disaster preparedness, emergency planning, and disaster response and recovery experience. She has assisted numerous local, state and private sector businesses with active shooter assessment; emergency operations planning; continuity of operations planning (COOP); exercise design, implementation and evaluation; and recovery planning. Ms. O'Dell is also experienced in providing disaster debris monitoring services, including mobilizing support teams; assisting with staging operations; and managing the scheduling, dispatching and logistics operations of debris cleanup for some of the nation's worst natural disasters. Most recently, she assisted several South Florida communities with debris monitoring operations following Hurricane Irma.
- **Christina Parkins, *Emergency Management Consultant*** – Ms. Parkins is an emergency management consultant with extensive homeland security, emergency management, emergency planning, and special event response, and grant management experience. Ms. Parkins has developed operational and response plans for daily operations and large-scale incidents, specifically incident action plans, COOP/continuity of government plans, and family assistance center plans. She has also developed tabletop, functional, and full-scale exercises for a number of agencies.

EXPERIENCE SUMMARY

As Vice President, Mr. Burgiel manages the business operations of all disaster recovery efforts, including preparedness planning, project staffing, logistics, grant administration and agency reimbursement support, program accounting/auditing oversight, and contract negotiations. Mr. Burgiel is dedicated to helping communities plan for and recover from disasters and provide the necessary documentation to receive the maximum allowable reimbursement from federal and state emergency management agencies.

Mr. Burgiel has 30+ years of solid waste and disaster recovery experience. His disaster-related work has included serving as principal in charge of over 30 projects, helping clients throughout the country prepare for, respond to, and recover from natural and human-caused disasters.

Mr. Burgiel is intimately familiar with local, state, and federal solid waste and hazardous waste regulations, as well as U.S. Department of Housing and Urban Development (HUD), Federal Emergency Management Agency (FEMA), and Federal Highway Administration (FHWA) policies and reimbursement procedures as they relate to disaster management and recovery.

RELEVANT EXPERIENCE

Mr. Burgiel has provided senior management oversight to the following projects:

- Multiple communities in South and North Carolina – Hurricane Matthew
- Richland County & Lexington County, South Carolina - South Carolina 1,000-year Flooding Event - Comprehensive Disaster Recovery Services
- Hays County/City of Wimberley, Texas – Severe Flooding Disaster Recovery Assistance
- New Jersey Department of Environmental Protection (NJDEP) – Hurricane Sandy Disaster Vessel Recovery Program
- State of Connecticut – Hurricane Sandy Disaster Debris Program
- State of Louisiana – Hurricane Isaac Disaster Debris Program Management
- City of New Orleans, Louisiana – Hurricane Katrina Residential Demolitions
- Bastrop County, Texas – Wildfires
- City of Cedar Rapids, Iowa – Severe Flooding

Senior Project Manager (June 2017 – Present)

Restore Louisiana | HUD CDBG-DR Housing Rehabilitation

Served as Project Manager over the preparation of over 10,000 Tier 2 environmental reviews and over 5,000 lead risk assessment and clearance inspections. This \$20 million project performed by Tetra Tech utilized state of

YEARS OF EXPERIENCE

30+ years

AREA OF EXPERTISE

- Solid and Hazardous Waste Management
- Disaster Recovery Program Management
- Federal Grant Management

GRANT EXPERIENCE

- FEMA PA
- CDBG-DR
- HMGP

DISASTERS

- 4286 SC Hurricane Matthew
- 4245 TX Flood
- 4241 SC Flood
- 4087 Hurricane Sandy
- 4084 Hurricane Isaac
- 4029 TX Wildfires
- 4024 Hurricane Irene
- 4106 CT Winter Storm
- 1791 Hurricane Ike
- 1786 Hurricane Gustav
- 1780 Hurricane Dolly
- 1679 FL Tornadoes
- 1606 Hurricane Rita
- 1609 Hurricane Wilma
- 1602 Hurricane Katrina
- 1595 Hurricane Dennis
- 1561 Hurricane Jeanne
- 1551 Hurricane Ivan
- 1545 Hurricane Frances
- 1539 Hurricane Charley

EDUCATION

University of Central Florida
Master of Business
Administration, 1989

Tufts University
Bachelor of Arts, Economics,
1984

the art technology and cloud based technology to decrease the cost of performing a Tier 2 review by over 50% from prior state led residential rehab projects.

Principal-in-Charge (October 2015–November 2015)

Richland County South Carolina | Comprehensive Post-Disaster Flood Support Services

Following the State of South Carolina's 1,000-year flooding event that took place from October 1–5, 2015, Mr. Burgiel led a team of Tetra Tech staff to provide comprehensive disaster recovery services to Richland County immediately following the historic flooding event. Services included but were not limited to FEMA PA reimbursement support, procurement package development for over 270 road and bridge repairs, well testing and disinfection program management, a post-disaster outstanding needs assessment, flood mitigation planning support, grant funding strategic plan development, and coordination and technical support activities among the County, State and FEMA agencies.

Principal-in-Charge (May 2015–October 2015)

Hays County/City of Wimberley Texas | Post-Disaster Flood Support Services

Following the historic flooding event along the Blanco River where over 20 people perished, Mr. Burgiel provided technical support in the Hays County, Texas Emergency Operations Center (EOC) during and immediately following the flooding disaster. As part of these services, Mr. Burgiel supported the County and City of Wimberley in providing expert technical advice associated with providing the County/City appropriate measure for responding to the event and methods for best tracking the County's disaster-related costs to maximize the County's/City's FEMA reimbursement post-disaster. Mr. Burgiel was instrumental in standing up the County right-of-way debris removal program and subsequently obtaining approval for a private property debris removal (PPDR) program from FEMA to cover the extensive debris that remained along and in the Blanco River, which created a future health and safety hazard to the County and City.

Senior Management (April 2012–May 2013)

State of Vermont | Federal Grant Management Services

Following Hurricane Irene, the State of Vermont faced the daunting task of maintaining critical operations. Under Mr. Burgiel's direction, within 48 hours our team deployed a team of experts to the state emergency operations center (EOC). Mr. Burgiel and our grant management team provided consulting services and managed the recovery process. Our team collected, reviewed, and offered technical assistance to applicants on their Hazard Mitigation Grant Program (HMGP) applications.

Senior Management (September 2004–September 2009)

City of Orlando, Florida | Disaster Debris Program Management

Mr. Burgiel served in a senior leadership role and assisted the City of Orlando with a range of storm recovery monitoring and management activities. Mr. Burgiel was responsible for managing a full support team involved with staging operations, load inspections for storm debris cleanup performed by contract haulers, scheduling, dispatching, and logistics operations for the field inspectors assigned to storm debris cleanup. Our team's assistance enabled the City of Orlando to promptly apply for and receive reimbursement for the total cleanup cost from state and federal emergency management agencies.

Senior Management (February–April 2007)

Volusia County, Florida | Groundhog Day Tornado Disaster Recovery and Storm Debris Removal

Our team was retained by Volusia to assist with monitoring of cleanup efforts following the Groundhog Day tornadoes that swept through Central Florida during the early morning hours, leaving 20 people dead and many others injured and without homes. Under Mr. Burgiel's direction, our team mobilized a response team to the area to help identify critical debris removal areas and initiate its ROW debris removal operation. Mr. Burgiel oversaw the management of a full support team involved with staging operations, load inspections for storm debris cleanup, and logistics operations for the field inspectors.

Senior Management (August 2004-2005)**City of Boca Raton, Florida | Hurricane Frances Disaster Recovery and Debris Cleanup Management**

Following Hurricane Frances, Mr. Burgiel supervised the responsive deployment of support teams, assisted with staging operations, and managed scheduling, dispatching, and logistics operations for the field inspectors assigned to storm debris cleanup.

Senior Management (August 2005-October 2006)**Miami-Dade County, Florida | Hurricanes Katrina and Wilma Disaster Recovery and Debris Management**

After Hurricanes Katrina and Wilma struck Miami-Dade County, our team provided immediate on-site assistance and a wide range of disaster recovery management and storm debris cleanup monitoring services to help Miami-Dade County make a quick recovery. Under Mr. Burgiel's direction, our team assembled and deployed a full disaster recovery team to assist Miami-Dade County with removal of approximately 5.5 million cubic yards of debris. Mr. Burgiel oversaw the data management process and assisted Miami-Dade County with FEMA project worksheets and appeals.

Senior Management (August 2004)**Polk County, Florida | Hurricane Charley Program Management and Disposal Site Monitoring Assistance**

In the weeks following Hurricane Charley, Mr. Burgiel assisted Polk County with planning and managing disposal site monitoring activities. He was responsible for overseeing disposal site monitors, as well as spotters at Polk County's northeast, north central, and southeast landfills. Mr. Burgiel managed documentation efforts to help Polk County promptly apply for and receive reimbursement for the total cleanup cost from state and federal emergency management agencies.

Senior Management (August 2004-2005)**Lake County, Florida | Hurricanes Charley and Frances Disaster Recovery and Debris Management**

Following Hurricanes Charley and Frances, Mr. Burgiel helped Lake County perform a range of storm debris cleanup monitoring and management activities. He supervised staging operations, load inspections for storm debris cleanup performed by contract haulers, scheduling, dispatching, and logistics operations for the field inspectors assigned to storm debris cleanup.

Senior Management (September 2005-September 2008)**City of Pensacola, Florida | Hurricane Ivan Disaster Debris Program Management**

Mr. Burgiel provided assistance to the City of Pensacola in performing a range of storm debris removal monitoring and management activities for this \$30 million debris removal process. Mr. Burgiel supervised debris removal efforts, including permitting of debris processing sites, collection and disposal site monitoring as required by FEMA, review and approval of contractor invoices, and the preparation of project worksheets required by FEMA for federal funding.

Project Management (September – October 2001)**Sarasota County, Florida | Tropical Storm Gabrielle Disaster Debris Program Management**

As a result of Tropical Storm Gabrielle in 2001, Sarasota County required assistance with logistics, staging operations, and load inspections for storm debris cleanup performed by contract haulers. As project manager for the project, Mr. Burgiel assisted Sarasota County with scheduling, dispatching, and logistics operations for the field inspectors assigned for storm debris cleanup.

EXPERIENCE SUMMARY

Mr. Ralph Natale is the director of post-disaster programs for Tetra Tech, Inc. He leads the practice by developing programs, providing daily project support, and providing oversight and guidance to his team of project managers and projects. Mr. Natale is an expert in Federal Emergency Management Agency-Public Assistance (FEMA-PA) Grant Program reimbursement policies and has administered nearly 70 projects in his 13 year career.

Mr. Natale has served as a principal in charge, project manager, data manager, and operations manager in response to some of the country's largest debris-generating disasters, including Hurricanes Irma, Harvey, Matthew, Katrina, Ike and Sandy. This includes managing and documenting the removal of over 16 million cubic yards (CYs) of debris and 895,000 hazardous trees totaling over \$470 million dollars of reimbursed invoices.

FEATURED RELEVANT EXPERIENCE

Subject Matter Expert (Debris Documentation, Program Management, Grant Management)

Mr. Natale has served as a debris documentation specialist and grant consultant for state and local governments during his extensive career in disaster debris industry. This includes serving as a current member of the State of Connecticut Emergency Operations Debris Task Force, where he was activated during the recovery operations following Hurricane Irene and Winter Storm Alfred.

Mr. Natale has also served as a senior consultant and subject matter expert on the following projects:

- Lake County, California | Valley and Butte Fire (September 2015–Present)
- City of Houston, Texas | Hurricane Ike, severe droughts, ,may 2015 floods (June 2009–Present)
- State of Connecticut | Interagency Debris Management Task Force (August 2010–Present)
- City of New Orleans, Louisiana | Hurricane Isaac (September–December 2012)
- Texas Department of Transportation | Federal Highway Administration-Emergency Relief Statewide Training (January–July 2010)
- Connecticut Department of Transportation | Winter Storm Alfred (October 2011–July 2012)
- Boulder County, Colorado | 2013 Floods (October 2013 –2015)

YEARS OF EXPERIENCE

13 Years

AREA OF EXPERTISE

- Program Development
- Documentation Management
- Private Property Debris Removal Programs
- Debris Removal Planning
- Debris Removal Monitoring
- Packet Management
- Geospatial Reporting

GRANT EXPERIENCE

- FEMA PA
- NRCS EWP
- FHWA ER

DISASTERS

- 4240 Valley and Butte Fire
- 4245 TX Severe Storms
- 4145 CO Flooding
- 4087 Hurricane Sandy
- 4084 Hurricane Isaac
- 4029 TX Wildfires
- 4024 Hurricane Irene
- 4106 CT Snow Storm
- 3268 NY Snowstorm
- 1971 AL Tornadoes
- 1791 Hurricane Ike
- 1786 Hurricane Gustav
- 1780 Hurricane Dolly
- 1763 IA Flooding
- 1609 Hurricane Wilma
- 1602 Hurricane Katrina

TRAINING/CERTIFICATIONS

- OSHA 40-Hour Asbestos Training
- IS-632: Debris Operations
- HSEEP-Certified
- OSHA Asbestos Health and Safety
- IS-30: Mitigation Grants System
- IS-100, 200, and 700: ICS and NIMS
- IS-630: Intro to the PA Process

Principal in Charge/Senior Program Manager

As director of post-disaster programs for Tetra Tech, Mr. Natale has focused on developing and improving program management processes. These processes ensure the most efficient methods of managing debris removal programs to maximize federal reimbursement via the FEMA 325, and 327 guidelines. As a senior program manager, Mr. Natale ensures quality control and quality assurance of project managers' deliverables on all Tetra Tech projects. A representative list of projects he has worked on is included below.

Northern California (NORCAL) Wildfire Response (November 2017-Present)

Mr. Natale serves as principal in charge associated with the cleanup of over 3,000 homes. Mr. Natale oversees the overall project management team and assists with staffing and logistics for this four county response.

Detwiler Fire (August 2017-Present) and Helena Fire (September 2017- Present) California Fire Response

Following the catastrophic fires that impacted California in the fall of 2017, Mr. Natale has been overseeing disposal operations for both the Detwiler and Helena Fires. Under Mr. Natale's direction, the Tetra Tech team was responsible for the hazard assessment of over 200 parcels of burned area in Northern California. Tetra Tech also conducted OSHA personal sampling and air monitoring and sampling during all operations to ensure protectiveness to public health during cleanup operations. Tetra Tech assessed each parcel for radiation, VOCs, lead, asbestos, and debris estimates.

CalRecycle | Erskine Fire (July 2016–October 2016)

As principal in charge for the Erskine wildfire recovery project, Mr. Natale oversaw operations including staffing, safety, field logistics, task force dispatching, training, and other daily activities. The Erskine fire was the second-most destructive fire of the California wildfire season that year, burning nearly 50,000 acres, and destroying over 100 buildings. Debris removal was performed on 302 fire-damaged sites, and under Mr. Natale's oversight the firm provided management and support staff for the CalRecycle/Cal Office of Emergency Services (OES) incident command system for the duration of the program.

California | Valley and Butte Fire (October 2015–2016)

Mr. Natale helped create and implement programs for several projects after the Valley and Butte fires of 2015, which burned over 150,000 acres of forests and destroyed over 2,000 homes, with recovery costs of over \$300 million. Each program developed was unique but necessary for the community as a whole to recover. Programs included geospatial live tracking of work completed and equipment deployed; mitigation of hazardous trees from rights of ways and private property that was fully funded by CalOES and FEMA; private property debris removal packet management and database support; and management of a unique mix of environmental scientists and debris specialists to provide documentation for remediation of asbestos and other contaminants left behind, including debris quantities. These clients included Lake County Public Works, CalRecycle (AJ Diani), CalRecycle (Sukut), and PG&E.

State of New Jersey | Hurricane Sandy Disaster Recovery Operations (October 2012–January 2013)

Mr. Natale supported debris monitoring efforts for seven separate municipalities and state agencies following Hurricane Sandy. These clients including but not limited to the City of Newark, City of Sayreville, Ocean Township, and the New Jersey Parks Department.

State of Connecticut | Hurricane Sandy Statewide Debris Monitoring Operations (October–December 2012)

Mr. Natale oversaw statewide debris monitoring operations in response to Hurricane Sandy. Mr. Natale led our team in responding to nine municipalities spread over 100 miles, including but not limited to the Town of Fairfield, City of New London, and the Town of Greenwich.

City of New Orleans; Jefferson Parish; and St. John the Baptist Parish, LA | Hurricane Isaac Debris Monitoring Operations (September–December 2012)

Mr. Natale oversaw the debris monitoring efforts following Hurricane Isaac. During this effort, our team monitored the collection and disposal of over 670,000 CYs of debris. Mr. Natale coordinated with several local governments, including the City of New Orleans, Jefferson Parish, and St. John the Baptist Parish.

State of Connecticut | Winter Storm Alfred Statewide Debris Monitoring Operations (October 2011–April 2012)

Mr. Natale oversaw efforts to coordinate with 12 individual local governments and 45 Connecticut Department of Transportation towns to collect more than 1.5 million CYs of vegetative debris and remove over 100,000 hazardous trees.

Project Management

On large debris projects, Mr. Natale will be temporally relieved of his director duties by senior management support and focus on the management of a single project. As a result, Mr. Natale has managed some of the largest debris-generating projects in the country with great success.

Town of Hilton Head Island, South Carolina | Hurricane Matthew (October 2016–June 2017)

Mr. Natale provided project management and oversight for the popular tourist destination, Hilton Head Island, following extensive damage caused by Hurricane Matthew. Within hours of the disaster, Mr. Natale was on-site to assess the damage and meet with Town officials. Mr. Natale managed the mobilization of a local team of debris monitors and established our automated debris management system (ADMS) for the City to provide real-time updates on the debris removal operations. In total, our team monitored the removal of 2,187,080 cubic yards of debris.

City of Houston, Texas | Memorial Day Floods (May–August 2015)

Mr. Natale designed and incorporated an operational plan to manage debris removal efforts on over 6,000 road miles and 1,000,000 parcels in 60 days. 650,000 yards were collected in the 256 debris zones using City of Houston force account labor and equipment and contractor resources.

New Jersey Department of Environmental Protection (NJDEP) | Hurricane Sandy Waterway Debris Removal Project (February 2013–January 2014)

Mr. Natale developed and implemented many of the protocols and procedures to effectively manage the wet debris removal process. This has included the implementation of our proprietary automated debris management system (ADMS) technology, which has increased NJDEP's visibility to the day-to-day operations and provided real-time reporting of debris quantities. Due to Mr. Natale's excellent project management, NJDEP then tasked our team with monitoring the sediment removal process in the northern and southern region.

EXPERIENCE SUMMARY

Ms. Cabrera has worked nationwide on numerous major post-disaster activations since Hurricane Wilma in 2005, where she has served in a variety of roles focusing on reimbursement for more than \$2 billion from the Federal Emergency Management Agency (FEMA). Ms. Cabrera has worked on behalf of cities and counties throughout the United States and is a highly regarded expert in the debris management industry.

In addition to her work with post-disaster recovery operations, Ms. Cabrera has worked with a number of clients on longer-term financial recovery, including serving as a technical resource to clients during implementation of the FEMA Public Assistance (PA) Program and other federal grant programs and assisting in the preparation, development, and review of FEMA PA Project Worksheets (PWs) for disaster related activities, state appeals, and closeout processes.

In addition, Ms. Cabrera has developed valuable partnerships with various clients, helping them to plan for and prepare for potential disasters. This work has included providing training sessions and participating in exercises with communities across the Country, including helping many cities and counties create or update disaster debris management plans and develop ongoing staff training programs.

FEATURED RELEVANT EXPERIENCE

Regional Program Manager (September 2017–Present)

Hurricane Irma

Hurricane Irma affected the entire state of Florida and Ms. Cabrera has served as the regional program manager for one of the hardest hit areas including Collier County where the storm made landfall. In addition Ms. Cabrera has overseen project operations for the Cities of Naples, Marco Island, Cape Coral and Charlotte County and is the Principal in Charge for an FDEP waterway debris removal project.

Regional Program Manager (October 2016–March 2017)

Hurricane Matthew

After Hurricane Matthew impacted the east coast of the United States in October 2016, Ms. Cabrera served as the regional program manager for many of Tetra Tech's Florida clients overseeing all aspects of operations for Brevard and St. Johns Counties and the Cities of Cocoa Beach, Port Orange, Holly Hill, South Daytona, New Smyrna Beach, Oak Hill and Lake Helen.

QA/QC Manager (January 2016–August 2016)

Sukut Construction | CalRecycle Butte Fire Response

The Butte Wildfire impacting Calaveras County, California was one of the most destructive in State history. The Department of Resources Recycling and Recovery (CalRecycle) was tasked to design and implement the

YEARS OF EXPERIENCE

13 Years

AREA OF EXPERTISE

- FEMA Compliance Monitoring
- FEMA Reimbursement
- Disaster Debris Management
- Reimbursement Policies and Procedures
- Data Management
- Invoice Reconciliation
- Database Systems
- Project Staffing
- Multiagency Coordination

GRANT EXPERIENCE

- FEMA PA

DISASTERS

- 4337 Hurricane Irma
- 4332 Hurricane Harvey
- 4283 Hurricane Matthew
- 4241 SC Flooding
- 4240 CA Wildfires
- 4223 TX Severe Storms
- 4165 GA Winter Storm
- 4145 CO Flooding
- 4087 Hurricane Sandy
- 4084 Hurricane Isaac
- 4029 TX Wildfires
- 4024 Hurricane Irene
- 4106 CT Winter Storm
- 3268 NY Snowstorm
- 1791 Hurricane Ike
- 1786 Hurricane Gustav
- 1676 MO Winter Storms
- 1679 FL Tornados
- 1609 Hurricane Wilma
- 1602 Hurricane Katrina

EDUCATION

Florida Atlantic University
Master of Business
Administration, International
Business, 2011

Bachelor of Arts, Liberal
Arts, 1999

structural debris removal plan for the Butte Fire incident. One of the prime contractors facilitating the removal of ash and debris from the fire and assisting in the environmental restoration of the area is Sukut Construction, who has sub-contracted to Tetra Tech for the data management of all the costs associated with the debris removal to be separated by each individual private parcel. Ms. Cabrera is overseeing the reconciliation of tens of millions of dollars of invoices and the preparation of documentation to be submitted to the State of California.

Debris Program Manager (January 2016–February 2016)

Collier County, Florida | 2016 Straight-Line Winds

In January 2016, Collier County was forced to manage debris after a straight-line windstorm left a swath of damaged and downed trees across the County. After a long history of helping Collier County to plan for such disasters, including annual trainings and a 2015 update of their Disaster Debris Management Plan, Ms. Cabrera assisted with the rapid ramp-up to monitor disposal of debris from the impacted areas. Tetra Tech worked for the County for a three-week period and monitored and documented the contractor's removal of over 44,000 cubic yards of vegetative debris during this brief time-frame.

Public Information Technical Assistance (September 2015–December 2015)

Lake County, California | Valley Wildfire

The Valley Fire began September 12, 2015, in Lake County and burned 76,067 acres in Lake, Napa, and Sonoma Counties prior to being fully contained. 1,958 structures were ultimately destroyed, and the intensity of the Valley Fire destroyed many trees. Ms. Cabrera helped write a public information plan to provide timely and accurate information to County residents. This was a multi-faceted approach to communicate information and included a County web page, mailers to County residents, identification badges for contractors, informational flyers, Town Hall style meetings, and a citizen information center.

Debris Subject Matter Expert (July 2015–Ongoing)

Los Angeles County, California | Operational Area MDMF

Ms. Cabrera has been serving as a debris subject matter expert in support of Los Angeles County's establishment of an Operational Area (OA) Mass Debris Management Plan. The Los Angeles County OA involves a diverse stakeholder group of multiple County agencies and 88 municipalities within the County, along with other public entities and private-sector partners. The project has included multiple planning meetings, stakeholder outreach, outreach to private-sector partners, and a tabletop exercise. The resulting plan will provide a framework, including roles and responsibilities for coordination within the OA in a mass debris-generating event as well as a template for municipalities to develop their own individual debris management plans.

PA Consulting/Debris Subject Matter Expert (August 2014–October 2014)

City of Napa, California | California Earthquake–PA Consulting Services

Ms. Cabrera provided technical assistance and subject matter expertise to the City of Napa, California, following the August 2014 earthquake. Ms. Cabrera assisted the City by identifying FEMA PA eligible work and the required supporting documentation. She then assisted with the development of Category A PWs for federal reimbursement.

PA Consulting/Debris Subject Matter Expert (November 2013–April 2014)

Boulder County, Colorado | 2013 Flooding–PA Consulting Services

Ms. Cabrera provided technical assistance and subject matter expertise to Boulder County, Colorado, following the devastating floods that occurred in September 2013, causing extensive damage throughout Boulder County and surrounding communities. Ms. Cabrera focused on the debris removal efforts, first assisting with the gathering of the documentation for and development of the Category A PWs and later assisting with management of private property debris removal and public right-of-way debris removal monitoring programs.

Debris Subject Matter Expert (June 2008–Present)

Broward County, Florida | County-Wide Debris Site Assessments Study

Since 2008, Ms. Cabrera has provided consultation and debris subject matter expertise to Broward County in preparation for a potential FEMA declared disaster. Ms. Cabrera has worked closely with many members of

various County departments to ensure information has been gathered based on past experiences and improvements made to proactively prepare for managing the execution of a Stafford Act PA Grant Program. In addition to providing management on several County planning projects, Ms. Cabrera has worked with the County's Solid Waste and Recycling accounting department to update their internal database systems to support account reconciliations necessary to control and report on County PW accounts as well as the disposal accounts for the 31 separate applicant municipalities that may use the County solid waste disposal sites.

In 2010, Ms. Cabrera assisted with debris forecasting based on scenarios ranging from a tropical storm through a Category 5 hurricane and determining anticipated cubic yards of debris and debris site requirements based on those numbers. Six regional meetings with a total of 31 municipalities overall were facilitated to create buy-in in multi-jurisdictional coordination for use of debris management sites. A report on options for final disposal capacity including in county and out-of-county landfills and their capacity to accept debris as well as potential recycling options was provided in addition to a final report study and an all-region meeting to present the findings.

Data Reconciliation Management (February 2013–January 2014)

New Jersey Department of Environmental Protection | Hurricane Sandy Waterways Debris Removal Program Management

Following Hurricane Sandy, Ms. Cabrera supported data management activities associated with the waterways debris removal effort. Ms. Cabrera also provided invoice reconciliation.

Public Assistance Grant Administrator (January 2010–September 2012)

Port of Galveston, Texas | Hurricane Ike Financial Recovery Services

Ms. Cabrera assisted with the PA Grant Administration for the Port of Galveston, Texas following Hurricane Ike. Ms. Cabrera's tasks included reviewing and reconciling PWs for State and FEMA closeout for Hurricane Ike. In the course of the initial review, damages not captured in the initial PWs were identified including storm induced erosion damages that did not become evident until many months after the initial disaster. Ms. Cabrera was involved in the process of writing new PWs for the previously undocumented damage which included the formulation, review and management of damage descriptions, bid specifications, scope of work, contractors specifications, force account labor and equipment, logistics of project commencement and completion, invoicing, tracking of funds, site visits and photos, State and FEMA communication, and monitoring the obligation and closeout process.

Invoice Reconciliation Analyst (October 2005–August 2012)

City of Hollywood, Florida | Hurricanes Katrina and Wilma Financial Recovery Services

Ms. Cabrera worked with the City of Hollywood as an invoice reconciliation analyst immediately following Hurricanes Katrina and Wilma. She oversaw the data management process at an established local data center and worked with the City, their multiple debris contractors and FEMA staff to reconcile the invoices for debris removal work which provided the back-up for the FEMA PWs. Ms. Cabrera has remained a consultant to City of Hollywood staff working with their accounting and finance department to respond to FEMA requests for additional information and as audit support for both FEMA and Office of Inspector General (OIG) audits.

Data Reconciliation Management (October 2005–February 2012)

City of Fort Lauderdale, Florida | Hurricane Wilma Grant Management Recovery Services

Ms. Cabrera supported data management activities associated with the debris collection effort in the City of Fort Lauderdale, FL. After the initial recovery efforts, Ms. Cabrera continued to work with the City of Fort Lauderdale for the next six years through multiple State and FEMA audits. Based on lessons learned, she helped the City of Fort Lauderdale to develop after action reports and a list of best practices should they be impacted by another disaster in the future. Ms. Cabrera worked closely with City staff, the assigned State PA Coordinator and the FEMA review team to help gather the necessary documentation and close out projects from the 2005 storm season.

EXPERIENCE SUMMARY

Mr. Jeffrey Dickerson has more than 20 years of experience in program management, with extensive experience in technical organizational management, training, and readiness exercises. He is a military veteran with skills in leadership, training, and personnel development. As the Technical Applications Manager, Mr. Dickerson is responsible for the planning, development, deployment of technical applications supporting emergency response operations for the firm.

Mr. Dickerson has extensive experience in process improvement and application of advanced technology to boost efficiency post-disaster field and data operations. He recently presented at the National Hurricane Conference on the use and application of technology to improve disaster response cost efficiency.

Mr. Dickerson has led the development and support of Tetra Tech's automated debris management system (ADMS), RecoveryTrac™. As one of only three systems validated by the USACE, it is the preferred provider by the USACE debris contractors, providing ADMS services to 6 of 8 USACE districts globally. RecoveryTrac's flexibility and GIS capabilities provide best-in-class reporting and analysis tools. Additionally, RecoveryTrac's web-based data feeds enable direct integration into client GIS and emergency management systems.

RELEVANT EXPERIENCE

GIS/ADMS Applications Manager (October 2017–Present) **Sonoma, Napa, Lake and Mendocino Counties, CA | Wildfire Disaster Debris Private Property Debris Removal (PPDR) Program Management**

As part of a FEMA-Army Corps of Engineers (ACE) contractor team, Mr. Dickerson supported the deployment and data management of the ACE compliant ADMS and GIS technologies to automate documentation of the private property hazard removal and fire debris removal mission. Mission assignment also included site assessment and environmental remediation sampling. To date, over 3,450 properties have been assessed, sampled and fire debris removed generating nearly 761,000 tons of debris. Advanced GIS mapping, document, and data analysis portals were used extensively to document FEMA, ACE, and California environmental requirements.

Deputy Project Manager (May 2017–October 2017) **State of Louisiana, Restore Louisiana (ReLa) Program**

Mr. Dickerson managed the HUD-mandated environmental reviews (Tier II Site Specific Reviews) in accordance with 24 CFR Part 58 and the current Restore Louisiana Program Environmental Review (Tier II) Procedures for over 10,000 flood damaged properties.

YEARS OF EXPERIENCE

20 Years

AREA OF EXPERTISE

- Mobile and GIS Technology
- Resource Deployment and Tracking
- Readiness Training and Exercises
- Disaster Operations Support
- 20+ Years Military Experience

DISASTERS

- 4240 CA Wildfires
- 4223 TX Flooding
- 4166 SC Winter Storm
- 4165 GA Winter Storm
- 4145 CO Flooding
- 4115 SD Winter Storm
- 4087 Hurricane Sandy
- 4084 Hurricane Isaac
- 4029 TX Wildfires
- 4024 Hurricane Irene
- 4106 CT Winter Storm
- 1791 Hurricane Ike
- 1609 Hurricane Wilma
- 1602 Hurricane Katrina

TRAINING/CERTIFICATIONS

- FEMA IS-632, IS-700, IS-922
- MCDBA, Microsoft Certified Database Administrator
- MCSE, Microsoft Certified Network Engineer
- MCT, Microsoft Certified Trainer

EDUCATION

Thomas Edison University
Associate of Science,
Nuclear Engineering
Technology, 1997

GIS/ADMS Applications Manager (October 2016–May 2017)**States of Florida, Georgia, South Carolina and North Carolina | Hurricane Matthew Disaster Debris Public and Private Property Debris Removal (PPDR) Program Management**

Mr. Dickerson managed the deployment of customized GIS-enabled ADMS technology. The system documented removal of over 8.5 million CYs of debris and 198,000 tree hazards while supporting 720 ADMS field employee and 47 debris management sites at a removal rate of nearly 165,000 CYs/day.

Project Manager (August 2016–Present)**Miami Dade County, FL | Zika Mosquito Inspection and Remediation Monitoring and Program Management**

Mr. Dickerson managed the development and deployment of customized GIS-enabled ADMS technology to document and manage a Door to Door Mosquito inspection and remediation program. RecoveryTrac technology was implemented by providing Contractor Crews with handheld smart phone devices loaded with the RecoveryTrac software to capture and report the inspection and remediation activity data in real time. The data collected was critical to the County in directing resources in response to changing health concern areas and mosquito counts.

GIS/ADMS Applications Manager (October 2015–August 2016)**Lake and Calaveras Counties, CA | Wildfire Disaster Debris Private Property Debris Removal (PPDR) Program Management**

Mr. Dickerson managed the development and deployment of customized GIS-enabled ADMS technology to automate a private and commercial property hazard removal and demolition program, including environmental remediation sampling. Over 4,000 hazardous tree were removed and 1,000 structures were demolished generating nearly 100,000 cubic yards of mixed debris. Advanced GIS mapping, document, and data analysis portals were used extensively to document California environmental requirements.

ADMS and Logistics Manager (May 2015–August 2015)**State of Texas | Severe Flooding Debris and Hazard Removal Program Management**

Mr. Dickerson managed the logistics and deployment of staff equipment and supplies as well as ADMS technology to 10 county and local clients in a multi-jurisdiction activation, including over 135 handheld devices removing 325,000 cubic yards of flood and household debris. Advanced GIS web services and data information portals were used extensively in managing the hazardous material pickups, road pass clearance, and public information applications.

GIS Field Application Manager (November 2014–May 2015)**City of New Orleans, LA | Hurricanes Katrina Demolition Phase II Program Management**

Mr. Dickerson developed and deployed mobile field GIS technology to automate the private property demolition survey and documentation. Custom GIS base workflow automation provided custom form generation from collected field data. Phase II included the survey and demolition of over 375 structures.

GIS/ADMS Application Manager (February 2014–June 2014)**States of Georgia and South Carolina | Winter Storm Pax Disaster Debris Program Management**

Mr. Dickerson managed the logistics and deployment of ADMS technology to seven county and local clients in a multi-state activation, including over 265 handheld devices for over 110,000 hazardous limb and tree removals and over 1,000,000 cubic yards of debris. Advanced GIS web services and data analysis portals were used extensively in managing the projects and public information applications.

ADMS Application Manager (October 2013–December 2013)**State of New Jersey Department Environmental Protection | Hurricane Sandy Disaster Debris Program Management**

Mr. Dickerson managed the logistics and deployment of ADMS technology, including over 45 handheld devices for waterway debris and sediment removal for two-thirds of New Jersey's coastline. The RecoveryTrac™ work

documentation module was heavily used to document the step-by-step progress. Over 58,000 photos documenting the collection and disposal of the debris and sediment were recorded.

ADMS Application Manager (August 2012–July 2013)

St. John the Baptist Parish, Louisiana | Hurricane Isaac Disaster Debris Program Management

Mr. Dickerson managed the logistics and deployment of ADMS technology, including over 120 handheld units used by the Parish to expedite the recovery process collecting over 225,000 cubic yards of debris. Detailed pickup locations and damage reports were used extensively to keep community leaders informed of progress.

ADMS Application Manager (September 2011–June 2013)

City of Houston, Texas | Drought & Wildfires Debris Removal Monitoring

Mr. Dickerson managed the multi-year logistics and deployment of ADMS technology, including over 25 handheld devices in a multi-phased removal of thousands of trees following a severe drought documenting over 260,000 cubic yards of debris. His responsibilities include the deployment, support, and staff training of the ADMS mobile system and development of custom mapping and reports.

Logistics and Network Operations Manager (October 2011–March 2012)

Connecticut Department of Transportation | Winter Storm Alfred Disaster Management Support Services

Following a severe winter storm, Mr. Dickerson managed the logistics and network infrastructure to support the project work for over 11 state, county, and local clients. His responsibilities included coordinating logistics activities and supporting and developing custom data and mapping applications.

Logistics and Network Operations Manager (August 2011–June 2012)

States of Virginia and North Carolina | Hurricane Irene Debris Removal Monitoring

Following Hurricane Irene, Mr. Dickerson managed the logistics and network infrastructure to support the project work for over 15 state, county, and local clients. His responsibilities included ensuring the availability of application and communication systems to support disaster operations. Logistical responsibilities included arranging travel, accommodations, equipment, and supplies needed to support field operations.

Data Operations Manager (September 2008–September 2011)

City of Houston and Harris County, Texas | Hurricane Ike Debris Removal Monitoring

Following Hurricane Ike, Mr. Dickerson provided IT and logistics support to the City of Houston and Harris County. His responsibilities included IT site support, system setup, end-user training, equipment rentals, and supply distribution.

Data Operations Manager (August 2005–October 2006)

Miami-Dade County, Florida | Hurricanes Katrina and Wilma Disaster Recovery and Debris Management

Mr. Dickerson was responsible for the setup and management of a 90-person data center. Mr. Dickerson provided database technical support to successfully track the documentation for over 5 million cubic yards of debris.

Quality Control Manager (September 2004–October 2007)

Escambia County, Florida | Hurricane Ivan Comprehensive Disaster Program Management

Mr. Dickerson provided quality control and fraud prevention support during Escambia County's debris removal operations. Mr. Dickerson performed volumetric truck certification, DMS quality control monitoring, and roving collection monitor supervision.

EXPERIENCE SUMMARY

Mr. John Buri is a director of post-disaster programs for Tetra Tech, Inc., and a member of our senior management team. Mr. Buri has a thorough understanding and practical application of industry best practices and federal guidance governing such efforts including the Federal Emergency Management Agency (FEMA), Hazard Mitigation Assistance (HMA), FEMA Public Assistance (PA) Program, 2 CFR 200, HUD CDBG-DR and disaster funding strategies for local and state governments. Key highlights of Mr. Buri's career include:

- **16 years of experience:** Working with mitigation, emergency management planning, response, and recovery operations
- **\$3 billion:** His work has represented over \$3B in disaster related grants.
- **22 Disaster Declarations:** Performed in roles of project manager or principal-in-charge
- **\$142 million:** Served as program manager for \$142M in buyout /elevations
- **41 Total Disaster Declarations:** Worked on projects in either a project manager, principal in charge or support role.
- **17 States:** Worked in 17 states across 8 FEMA Regions
- **100 clients:** Mr. Buri has worked for over 100 state and local governments clients since 2004
- **39 national and state-level conference speaking engagements:** He is a nationally recognized speaker on disaster recovery and preparedness topics, presenting at the National Hurricane Conference, National Hazardous Materials Management Association Annual Conference, Solid Waste Association of North America Annual Conference (WasteCon), Maryland Emergency Management Association Conference, Government Finance Officers Association Conference, Texas Homeland Security Conference, North Carolina Emergency Management Conference, and the National Forum for Black Public Administrators Conference.

FEATURED RELEVANT EXPERIENCE

Multi-year Emergency Management & Disaster Recovery Services City of Houston, Texas; Program Manager

- Managed emergency responses to major disasters including Hurricane Ike in 2008 (DR-1791), Memorial Day flood in 2015 (DR-4223), and Tax Day flood in 2016 (DR-4269)
- Following each disaster, coordinated with FEMA, Texas Division of Emergency Management (TDEM), USACE, Texas Commission on Environmental Quality (TCEQ), city departments, elected officials,

YEARS OF EXPERIENCE

15 Years

AREA OF EXPERTISE

- Damage Assessment
- Policy and Procurement
- Debris Management
- Disaster Housing
- Grant Application Development
- Grant Accounting Systems
- Audit Process
- Closeout Procedures

GRANT EXPERIENCE

- FHWA-ER Program
- HUD CDBG-DR
- FEMA PA
- FEMA 404 HMGP
- FEMA HMA

DISASTERS

- 4245 TX Flood
- 4241 SC Flood
- 4240 CA Wildfire
- 4223 TX Flood
- 4222 OK Flood
- 4193 Napa Earthquake
- 4166 SC Winter Storm
- 4165 GA Winter Storm
- 4145 Colorado Floods
- 4087 Hurricane Sandy
- 4084 Hurricane Isaac
- 4029 TX Wildfires
- 4024 Hurricane Irene
- 4022 Tropical Storm Irene
- 4106 CT Winter Storm
- 4064 OK Tornado
- 1969 NC Tornadoes

EDUCATION

Texas State University
Master of Arts, Public
Administration, 2002

The University of Texas
Bachelor of Arts, Government,
2000

congressional offices and volunteer groups to coordinate field activities, damage site inspections, eligibility reviews, and audits

- Managed planning team for 5 task orders under the DHS' Regional Catastrophic Planning Initiative Grant and Urban Area Security Initiative grant allocated to the City of Houston Office of Homeland Security
- Program manager for the City's flood resilience initiative in supporting the City's Flood Czar conducting damage analysis, mitigation project identification and identification of grant opportunities.

Hazard Mitigation Grant Program Support

Various Clients – US

- Overall responsibility for the management and performance of task orders supporting \$90+ in HMGP Grant applications across Texas, Georgia, Florida, South Carolina and North Carolina.
- Developed processes and implementation strategies for outreach, intake and verification for 100 elevations and 200 acquisition/demolitions

Disaster Grant Management Consulting – 2013 Front Range Flood

Boulder County, Colorado, Program Manager

- Overall responsibility for the management and performance of our task order for \$8M in consulting services associated with the administration and documentation to support disaster grants
- Managed the grant administration of \$300M in FEMA PA, FEMA HMGP, FHWA-ER, NRCS-EWP and HUD CDGB-DR recovery grants following the front-range floods.
- Coordinated recovery efforts between the County, USACE, NRCS, FEMA, Colorado Department of Local Affairs (DOLA), Colorado Division of Homeland Security and Emergency Management (DHSEM), Colorado Department of Transportation, Town of Lyons and Jamestown, internal county departments and elected officials.
- Facilitated strategic planning meetings with community stakeholders to identify long term recovery initiatives

Multi-year Emergency Management & Disaster Recovery Services

Montgomery County, Texas

- Managed emergency responses to multiple major disasters including Hurricane Ike in 2008 (DR-1791) and two floods in 2016 (DR-4269 and DR-4272)
- Directed various task orders following disasters including project formulation, technical assistance on the PA grant program, conducting substantial damage estimation of 250 flooded properties, data collection for PA grant program and grant application for FEMA FMA grant program.
- Served as the client point of contact, prepared cost and technical task order proposals, assigned resources, reviewed deliverables, and tracked costs and schedules to ensure compliance with statements of work and approved budgets

Subject Matter Expert/Senior Management Oversight (October 2015-Ongoing)

Richland County, South Carolina | Public Assistance Consulting

Mr. Buri has been an integral part of Tetra Tech's Richland County disaster recovery team assisting the Project Manager and consultants with obtain data, policy interpretation and general grant consulting. Mr. Buri has focused his time assisting with navigating the on-going challenges associated with dam reconstruction, road damage restoration and long term recovery.

Program Manager (May 2015 – 2016)

Hays County, Texas | Full Services Disaster Grant Management Consulting and Debris Management | May 2015 (DR 4223) and October 2015 Floods (DR-4245)

Mr. Buri is currently leading the Tetra Tech team supporting Hays County following two (2) major disaster declarations in 2015 including the May Memorial Day Flood and October All-Saints Day Flood that . This includes providing technical assistance to County leadership regarding FEMA PA, HMGP and CDBG-DR grant programs.

Program Manager (July 2010-September 2012)**Port of Galveston, Texas | Hurricane Ike Federal Grant Administration**

Mr. Buri provided senior management oversight in assisting the Port of Galveston on a number of reimbursement-related issues. With Mr. Buri's management and guidance, the Port of Galveston received more than \$40 million in additional federal funding associated with permanent repairs to several of the port's piers following damage from Hurricane Ike in 2008.

Senior Management Oversight (September 2008–2016)**Galveston County, Texas | FEMA HMGP, Severe Repetitive Loss (SRL), and CDBG Application, Administration, and Implementation**

Following Hurricane Ike, Galveston County faced the daunting task of maintaining critical operations. Galveston County engaged our team to assist with its overall recovery process. This included consulting services for the FEMA PA program and evaluating the feasibility of submitting an application for the buyout of substantially damaged or destroyed structures and the elevation of less damaged structures under the FEMA HMGP. Within 48 hours, our team deployed a team of experts to Galveston County to manage all aspects of these processes. Beginning with public outreach and program setup, our staff began collecting applications from property owners and compiling an HMGP application for the buyout of up to 1,000 properties and the elevation of 12 others through a \$102 million HMGP grant, which our team secured, implemented, and is in the process of closing out. In addition, Galveston County also engaged our team to assist with its extensive PA process and to act as a standby PA consultant for future disasters. Finally, on behalf of Galveston County, our team applied for a FEMA SRL grant to elevate many more flood-prone homes throughout Galveston County. The resulting \$31 million SRL grant award will be used to elevate as many eligible homes as possible and is being implemented by our team to closeout.

EXPERIENCE SUMMARY

Mr. Hainje has spent his entire career in emergency management and has been involved in the deployment of almost every disaster over the last 30 years, including hurricanes, tornados, snow storms, and floods. He maintains strong relationships with state and federal partners, serves in a very critical role where he is involved in every stage of the disaster recovery process with every client, and has a deep passion for working with and assisting government entities with Federal Emergency Management Agency (FEMA) guidelines and federal funding. As a member of Tetra Tech's Incident Management Team (IMT), Mr. Hainje is dedicated to responding to our stand-by clients as part of the team deployed to the impacted region and focuses on providing senior management oversight to clients prior to or immediately after a disaster. His extensive experience working with senior first responders as well as local, state, and federal elected officials during times of crisis has included providing full briefings to the president of the United States five times at the scene of major disaster operations.

As former regional administrator of FEMA Region VII for eight years, Mr. Hainje was responsible for the preparedness, response, recovery, and mitigation of all disasters in Kansas, Iowa, Nebraska, and Missouri, and led the region through 60 presidentially declared disasters. Over the last 10 years, Mr. Hainje has supervised major emergency operations in Connecticut, Florida, Mississippi, Missouri, Iowa, Nebraska, and Kansas.

While serving as regional administrator, Mr. Hainje was responsible for creating a long-term community recovery (LTCR) process for FEMA Region VII. This special program provides heavily impacted communities the opportunity to go through a FEMA-sponsored planning process after a catastrophic incident. The LTCR process was used in Greensburg, Kansas, to help the community plan for a new "green" future. The Greensburg, Kansas, recovery is a model for disaster recovery and the subject of televised documentaries/specials on major networks.

Mr. Hainje was the director of operations for Hurricane Charley, which struck Florida in 2004. He was responsible for the entire Florida operations division, which at the time was the largest deployment in FEMA's history. Following the four hurricanes that struck Florida, Mr. Hainje served as director of emergency housing, which was the largest emergency housing operation in more than a decade.

Due to the devastating effects of Hurricane Katrina in 2005, Secretary Chertoff chose principal federal official (PFO) teams for the 2006 hurricane season. Mr. Hainje was asked by Secretary Chertoff to serve as the deputy Principal Federal Official for the Mid-Atlantic States. Mr. Hainje was involved with every aspect of preparation for all of the states from Georgia to

YEARS OF EXPERIENCE

30 years

AREA OF EXPERTISE

- Policy/Government Affairs
- Local, State, and Federal Disaster Response and Recovery Funding
- Post-Disaster Emergency Housing
- Grant Writing, Administration, and Implementation
- Regional Response
- Commodity Distribution
- Homeland Security
- Emergency Management and Response

GRANT EXPERIENCE

- FEMA Public Assistance
- Hazard Mitigation Grant Program
- Community Development Block Grant Program

TRAINING/CERTIFICATIONS

- Incident Command System
- Extensive Chief Fire Officer National Fire Academy Course Work
- Former Emergency Medical Technician

EDUCATION

Mid American Nazarene University
Bachelor of Arts, Management and Human Relations, 2008

Killian College
Associate of Science, Fire Science, 1994

Delaware. In preparation for the 2006 hurricane season, Mr. Hainje led major hurricane exercises in FEMA Region IV and FEMA Region III.

Mr. Hainje also led the response, recovery, and mitigation for the historic 2008 Midwest flooding event. At the peak, Mr. Hainje was in charge of over 1,000 FEMA employees deployed to this event, briefed the Midwest governors and the president of the United States, as well as many U.S. senators and congresspersons.

Mr. Hainje is an essential member of Tetra Tech's senior management team and is actively involved in the interaction with every client following every activation, including being present in Joint Field Office (JFO) and engaging with officers to understand the nature of every disaster.

RELEVANT EXPERIENCE

Subject Matter Expert (October 2017 – Present)

City of Houston, Texas | Hurricane Harvey FEMA PA Consulting Services

Hurricane Harvey struck Texas in late August 2017 causing widespread flooding that damaged homes, businesses, and municipal infrastructure. Mr. Hainje is serving as subject matter expert and is working directly with the City of Houston's Recovery Leadership Group in developing a strategy for accessing federal and state grant programs for infrastructure and housing programs. Mr. Hainje has performed site damage assessments and formulation of project worksheets for damaged infrastructure. He is also assisting with identifying 404/406 mitigation projects.

Senior Technical Advisor (November 2017 – December 2017)

Various Communities along Florida's Gulf Coast | Hurricane Irma Disaster Debris Monitoring Operations

Following Hurricane Irma, Mr. Hainje served as senior technical advisor to various communities along Florida's Gulf Coast, including the Cities of Tampa and Clearwater, and Collier County. Mr. Hainje routinely met with City/County officials and provided subject matter expertise related to debris removal operations, and reimbursement guidelines.

Senior Technical Advisor (October 2013-December 2014)

Boulder County, Colorado | Full Services Disaster Grant Management Consulting

Mr. Hainje is currently serving as senior technical advisor to Boulder County, Colorado, following the devastating floods that occurred in September 2013.

Principal in Charge (August 2010 – March 2013)

State of South Dakota | FEMA PA Closeout Services

As principal in charge, Mr. Hainje oversaw the PA closeout contract, which involved closing out over 200 project worksheets related to public utilities.

Principal in Charge (July 2010 – September 2013)

Port of Galveston, Texas | Federal Grant Administration

Mr. Hainje is assisting the Port of Galveston on a number of reimbursement-related issues. With Mr. Hainje's assistance, the Port of Galveston has received more than \$40 million in additional federal funding associated with permanent repairs to several of the port's piers following damage from Hurricane Ike in 2008.

Senior Advisor (January – September 2011)

Texas Department of Transportation | Comprehensive FEMA PA and Federal Highway Administration

Mr. Hainje worked with the Texas Department of Transportation (TxDOT) and FEMA to resolve a number of outstanding projects, allowing TxDOT to receive millions in eligible funding.

EXPERIENCE SUMMARY

Mr. Phil Ivey has overseen recovery operations in response to some of the country's largest debris-generating disasters, including Hurricanes Sandy, Irene, Ike, Katrina, Wilma, Dennis, and Ivan; the 2013 Boulder County, Colorado floods; the 2006 ice storms in Buffalo, New York; and the Groundhog Day tornadoes that swept through Central Florida in February 2007. He has worked in communities stretching from the Gulf Coast region to upstate New York providing disaster recovery operations to ensure compliance with all Federal Emergency Management Agency (FEMA) and other reimbursement agency regulations. He provides FEMA-related guidance during times of activation based on his extensive experience managing disaster recovery efforts. This includes debris collection and disposal and developing project worksheets to accurately record the data to ensure proper reimbursement, payment reconciliation, and guidance on adhering to local, state, and federal regulations and policies governing debris collection and disposal.

FEATURED RELEVANT EXPERIENCE

Deputy Project Manager (May 2015–August 2015)

City of Houston, Texas | Severe Storms and Flooding Disaster Debris Program Management

Mr. Ivey was deployed to the City of Houston following severe storms and flooding that resulted in concentrated volumes of disaster debris in the City (300,000 CYs). Mr. Ivey's responsibilities included program execution and management of over 200 zones within the fourth largest city in the country. He was responsible for recruiting and training of 120 monitors, health and safety program implementation, reimbursement documentation, and overall oversight of the program. Mr. Ivey worked closely with grant managers, FEMA field specialists, and the State of Texas to document and track operations as well as deliver expedient and accurate reporting to key stakeholders.

Deputy Project Manager (March 2014–July 2014)

Boulder County, Colorado | Flooding Disaster Debris Program Management

Mr. Ivey served as deputy project manager for Boulder County, Colorado, following the September 2013 flooding. As deputy project manager, he oversaw the recovery of nearly 10,000 tons of debris. Also unique to this project was the fact that Tetra Tech was contracted by the County to take over monitoring operations from another firm mid-project. Mr. Ivey also assisted in identifying eligible debris in the streams for reimbursement and administering the program management for the County's demolition project, including filling out all paperwork.

YEARS OF EXPERIENCE

11 Years

AREA OF EXPERTISE

- Disaster Debris Management
- Right-of-Way Debris Removal
- Disposal Operations
- Private Property Programs
- Hazardous Tree Removal
- FEMA PA Category A documentation and eligibility requirements

DISASTERS

- Hurricane Irma
- 4245 Texas severe storms
- 4155 SD Winter Storm
- 4145 Colorado Floods
- 4086 Hurricane Sandy
- 4084 Hurricane Isaac
- 4024 Hurricane Irene
- 1791 Hurricane Ike
- 1780 Hurricane Dolly
- 1735 OK Winter Storms
- 1679 FL Tornadoes
- 1609 Hurricane Wilma
- 1602 Hurricane Katrina
- 1595 Hurricane Dennis
- 1551 Hurricane Ivan

TRAINING/CERTIFICATIONS

- OSHA 510: 40-Hour Construction Safety
- OSHA 40-Hour HAZWOPER
- OSHA 7600 Disaster Site Worker
- OSHA 10-Hour Construction Safety
- NIMS IS-00700

Operations Manager (February 2013–January 2014)**New Jersey Department of Environmental Protection | Hurricane Sandy Waterways Debris Removal Program Management**

Mr. Ivey served as operations manager for the New Jersey Department of Environmental Protection (NJDEP) following Hurricane Sandy, where he managed the NJDEP's vessel recovery operations throughout the state as well as water debris removal for the northern part of the state.

Project Manager (October 2013–December 2013)**City of Rapid City, South Dakota | Winter Storm Atlas Debris Program Management**

Mr. Ivey served as project manager during our team's response to the City of Rapid City, South Dakota, following the severe winter storm that crippled the entire western half of the state for nearly two weeks. Mr. Ivey managed the monitoring of the removal of over 100,000 cubic yards of debris and the mitigation of hazards caused by 8,020 hanging limbs or leaning trees.

Operations Manager (November 2007–November 2013)**City of New Orleans, Louisiana | Hurricane Katrina Residential Demolition Program**

Mr. Ivey's responsibilities included documenting legal authority to demolish properties, which included surveying each structure, securing the legal ownership of nearly 2,000 properties, advising the legal owners of the impending demolition, and documenting the entire process from survey to demolition.

The unique demolition project required the identification and tracking of items with archeological significance to the surrounding area. Mr. Ivey's eye for detail for all aspects of the fast-paced demolition project ensured maximum reimbursement from FEMA for the City of New Orleans.

Project Manager (August 2012–November 2012)**St. John the Baptist Parish, Louisiana | Hurricane Isaac Disaster Debris Program Management**

Following Hurricane Isaac, Mr. Ivey served as the project manager and implemented our automated debris management system (ADMS) for the debris removal project. Mr. Ivey was responsible for oversight of household hazardous waste and supervised the private property debris removal program. This project resulted in the monitoring and removal of approximately 225,000 cubic yards of debris for the Parish.

Project Manager (August 2011–December 2011)**Henrico County, Virginia | Hurricane Irene Disaster Debris Program Management**

Following Hurricane Irene, Mr. Ivey was responsible for supervising the debris and tower monitors, verifying truck certification, creating schedules for supervisors, and meeting with clients daily for updates on the progress of the debris management program.

Quality Assurance (June 2011–July 2011)**City of Tuscaloosa, Alabama | United States Army Corps of Engineers (USACE) Debris Removal Mission**

In 2011, Alabama was impacted by an unprecedented amount of tornadoes during the incident period of April 15, 2011 to May 31, 2011. The historic number of tornadoes and resulting damage resulted in FEMA tasking the USACE with debris removal for 61 local governments within Alabama. Mr. Ivey served on the USACE mission as a Quality Assurance Roving Monitor assigned to the City of Tuscaloosa. His responsibilities included providing quality assurance by inspecting debris loading activities, monitoring site safety, and verifying ineligible debris was not collected.

Deputy Project Manager (September 2008–September 2011)**City of Houston, Texas | Hurricane Ike Disaster Debris Program Management**

Mr. Ivey was instrumental in helping the firm to quickly establish debris removal protocols, assign and direct debris haulers to zones, and keep city residents informed of the progress of the debris effort. The debris removal

operation was a monumental effort involving approximately 1,000 personnel and the daily removal of 250,000 cubic yards of debris from the city.

Project Manager (April 2011–June 2011)

City of Raleigh, North Carolina | Tornado Disaster Program Management

Following the tornadoes in 2011, Mr. Ivey trained City of Raleigh staff members on debris removal, leaners and hangers, and truck certification. Mr. Ivey also tracked the work completed for FEMA eligibility and updated the client daily on training progress.

Project Manager (December 2007–May 2008, May 2010–July 2010)

City of Norman, Oklahoma | Winter Storm Disaster Debris Program Management and Tornado Disaster Debris Program Management

Following severe winter storms in December 2007, Mr. Ivey assisted with debris contractor procurement, overall program management, and overseeing the debris removal monitoring for the collection and disposal of approximately 750,000 cubic yards of debris. He was responsible for training nearly 120 monitors and supervisory personnel as well as holding daily safety and operational meetings with them. Mr. Ivey was able to add FEMA reimbursable projects for the city, which included the removal of hazardous trees, branches, and stumps from the right-of-way and the removal of hazardous trees, stumps, and debris from over 40 city parks.

Following the tornadoes in 2010, Mr. Ivey provided training on debris removal, leaners and hangers, and tower and truck certification. He also monitored hazardous waste removal and right-of-way debris removal from parks in the City of Norman.

Project Manager (March 2010–May 2010)

Comanche Nation, Oklahoma | Winter Storm Disaster Debris Program Management

Mr. Ivey trained Comanche Nation tribal members on debris removal, leaners and hangers, and tower and truck certification. Mr. Ivey also reported daily to the chief of the tribe on the progress of the project.

Project Manager (November 2009–December 2009)

Arkansas Game and Fish Commission | Ice Storm Disaster Debris Program Management

Mr. Ivey was responsible for the removal of hazardous leaners and hangers over two mountains (totaling 63 miles). Mr. Ivey mapped every tree over this 63-mile span and informed the Arkansas Game and Fish Commission about future replanting.

Project Manager (June–October 2009)

Towns of Spencer and Sterling, Massachusetts | Winter Storm Disaster Debris Program Management

Following the snowstorms in 2009, Mr. Ivey monitored right-of-way debris removal and trained staff members on debris removal, leaners and hangers, and tower and truck certification.

Project Manager (July–November 2008)

Hidalgo County, Texas | Hurricane Dolly Debris and Grant Management Services

Mr. Ivey oversaw all project-related activities for Hidalgo County and its 16 cities and maintained a high level of communication between the various county, city, and FEMA officials. Through those relationships and diligent oversight, Mr. Ivey was able to add the removal of hazardous trees, branches, and stumps from many of the Hidalgo County parks. Mr. Ivey was also able to help get most of the vegetative debris recycled rather than burned or taken to a local landfill.

Data Manager and Collection and Disposal Supervisor (September 2005–September 2008)

City of Pensacola, Florida | Hurricane Ivan Disaster Debris Program Management

Following Hurricane Ivan, Mr. Ivey oversaw disaster recovery efforts for the City of Pensacola, including the proper collection and disposal of over 1.3 million cubic yards of debris. He was responsible for the database

management of load tickets, approval of debris contractor invoices, and assisting the City of Pensacola with preparing project worksheets for FEMA reimbursement.

Project Manager (June 2008–September 2008)

City of Cedar Rapids, Iowa | Sinclair Property Flood Demolition Monitoring Management

Following the flooding in 2008, Mr. Ivey was responsible for monitoring the daily operations of removing hazardous material from the Sinclair Plant.

Collection and Disposal Operations Manager (September 2004–October 2007)

Escambia County, Florida | Hurricane Ivan Comprehensive Disaster Program Management

Mr. Ivey was responsible for truck certification, hanger/leaner identification, tracking and monitoring debris removal, data entry, contractor invoice reconciliation, and appeals support. He was also responsible for training field debris monitoring crews.

Project Manager (February 2007–April 2007)

Volusia County, Florida | Groundhog Day Tornado Disaster Recovery and Storm Debris Removal

Mr. Ivey was responsible for overseeing the teams monitoring the collection and disposal of approximately 135,000 cubic yards of debris. Mr. Ivey also coordinated the data management process to ensure maximum reimbursement from FEMA.

Operations Manager (October 2006–January 2007)

Genesee County, New York | Winter Storm Disaster Debris Program Management

Mr. Ivey provided logistics support, truck certifications, training for collection and disposal monitoring crews, and data entry and management services. He worked closely with Genesee County to identify critical debris removal areas and mark hazardous trees and hanging limbs for removal.

Project Manager (October 2006–January 2007)

Town of North Tonawanda, New York | Winter Storm Disaster Debris Program Management

Mr. Ivey was a member of the first response team and was deployed to the western portion of upstate New York following a devastating early season snowstorm that buried the Town of North Tonawanda under nearly two feet of snow. Mr. Ivey was responsible for truck certification, collection and disposal monitoring, and preparation of project worksheets to document eligible debris estimates for approximately 80,000 cubic yards of debris. He also provided fleet management services to ensure operations ran efficiently and effectively.

Project Manager (March 2006–May 2006)

Collier County, Florida | Hurricane Wilma Disaster Debris Program Management

Mr. Ivey and other key members of the project team provided Collier County with daily progress reports, including maps showing beginning global positioning system (GPS) coordinates with pre-photos, daily progress, ending GPS coordinates, and post-event photos. The daily reports included documentation supporting daily debris removal quantities and documentation of the proper disposal of that debris. These reports were discussed at a weekly meeting with representatives from the Natural Resources Conservation Service (NRCS) and Collier County. Mr. Ivey also instructed team members on how to accurately measure work completed in order to ensure maximum reimbursement.

EXPERIENCE SUMMARY

Mr. Quade serves as a field operations manager and is experienced with truck certification, disposal operations, FEMA reimbursement requirements, scheduling and dispatching of monitors, quality assurance/quality control (QA/QC) of monitors, and general field management. Mr. Quade is also one of our designated staff trainers and has provided training to several hundred monitors during recent debris monitoring activations.

Mr. Quade also has an in-depth understanding of the implementation and operation of our automated debris management system (ADMS) technology, and the execution of health and safety protocols. He is experienced with FEMA eligibility and documentation requirements and oversees field operations to make sure that all documentation captured is FEMA-compliant.

RELEVANT EXPERIENCE

Operations Manager (September 2017-Present)

Helena Fire - California Fire Response

Mr. Quade serves as operations manager responsible for overseeing the monitoring of over 200 parcels of burned area in Northern California. Tetra Tech also conducted OSHA personal sampling and air monitoring and sampling during all operations to ensure protectiveness to public health during cleanup operations. Tetra Tech assessed each parcel for radiation, VOCs, lead, asbestos, and debris estimates.

Operations Manager (October 2016 – 2017)

Beaufort County, South Carolina | Hurricane Matthew

Following Hurricane Matthew's devastation along the South Carolina Coast, Mr. Quade served as operations manager for Beaufort County. Mr. Quade was responsible for truck certification and oversaw disposal site operations for multiple debris management site (DMS) locations within the County. In total, our team monitored the removal of over 2 million cubic yards of debris.

Operations Manager (January 2017)

Dougherty County, Georgia | Severe Storms and Tornadoes

Mr. Quade served as operations manager on Dougherty County's debris monitoring project following the severe storms and tornadoes that affected the area on January 2017. Within hours, our team was onsite to begin training staff for immediate deployment. Mr. Quade provided training to monitoring staff and was responsible for overseeing truck certifications, field, and disposal operations, establishing staffing schedules, and executing Tetra Tech's Health and Safety plans.

Deputy Project Manager (September 2015 - Ongoing)

Lake County, California | Wildfires

The Valley Fire began on September 2015, resulting in dead and dying trees that have the potential to fall. Currently, Mr. Quade is working closely with Lake County officials to monitor and document the removal of the hazardous trees. This includes managing a private property debris removal (PPDR) program to monitor the removal of hazardous trees on private property that threaten County roads.

YEARS OF EXPERIENCE

2.5 years

AREA OF EXPERTISE

- Field Operations and Logistics
- Monitor Training
- QA/QC
- Scheduling and Dispatch
- Truck Certification

DISASTERS

- 4297 GA Severe Storms and Tornadoes
- 4286 SC Hurricane Matthew
- 4240 CA Valley Fires

TRAINING/CERTIFICATIONS

- IS-00632.a Introduction to Debris Operations

EDUCATION

Wartburg College
Bachelors of Arts;
Communications, Public
Relations

EXPERIENCE SUMMARY

Mr. Chen is an experienced quality control and data manager for Tetra Tech, Inc. His areas of expertise include geographic information systems, documentation management, quality assurance/quality control (QA/QC), database management, and reporting. He also has an in-depth understanding of federal emergency management agency (FEMA) eligibility, documentation requirements, and our automated debris management system (ADMS).

FEATURED RELEVANT EXPERIENCE

Data Manager (October 2016–2017)

Beaufort County, South Carolina | Hurricane Matthew Debris Removal Program

Mr. Chen serves as data manager for Beaufort County, South Carolina as a result of Hurricane Matthew's devastating impact on the County. Mr. Chen supports the implementation of ADMS technology and provides technical support to the field team. He manages and provides dynamic real-time online mapping service with ArcGIS Online that is connected with the ADMS database. Mr. Chen supports QA/QC checks of right-of-way load collection and all hazardous tree and hanger removal. He manages the accuracy and organization for all project documents.

Data Manager (January 2016–September 2016)

Calaveras County, California | Catastrophic Fires

The catastrophic fires that impacted Calaveras County left severe destruction and damage. Sukut Construction was one of the contractors selected by Calrecycle to remove fire related debris and hazards from private property in the fire impacted areas of Calaveras County. Tetra Tech was contracted by Sukut Construction to provide data management and administrative functions to support debris removal efforts. Tetra Tech digitized source documentation and developed a custom Access database to provide reporting on the status of properties and debris removal operations. Mr. Chen was deployed as data manager, where he oversaw the custom Access database used for the program.

Data Manager (November 2015–January 2016)

Lake County, California | Catastrophic Fires | Disaster Debris Program Management

Following catastrophic fires that impacted Lake County in September 2015, many dead or dying trees that threatened to fall along the County right-of-way (ROW) were in need of mitigation. Tetra Tech was hired to complete a hazardous tree mitigation program, which included both ROW trees and private property. Mr. Chen was deployed as a data manager, where he supported documentation management, reporting, and tree surveying efforts.

YEARS OF EXPERIENCE

4 Years

AREA OF EXPERTISE

- QC GPS Data Collection/Disposal Monitoring
- Managing ROE Status Layers
- ROW/Parks Program Live Layers on ArcGIS Online Systems

DISASTERS

- 4286 Hurricane Matthew
- 4240 Valley & Butte Fire
- 4166 SC Winter Storm
- 4145 CO Severe Storms and Flooding
- 4086 Hurricane Sandy

EDUCATION

University of Pennsylvania
State University
Bachelor of Science,
Geography
Minor in GIS

Data Manager (May 2015–August 2015)**Hays County, Texas | Severe Flooding Disaster Debris Program Management**

Mr. Chen served as data manager for Hays County, Texas following the severe flooding that affected the County. Mr. Chen deployed ADMS technology and provided technical support. He provided FEMA compliance management, including QA/QC of ROW load collection and management of the documentation for hazardous tree and hanger removal. Mr. Chen provided dynamic real-time online mapping service through ESRI.

Data Manager (March 2014–August 2014)**Boulder County, Colorado | Severe Flooding Disaster Debris Program Management**

Mr. Chen served as data manager for Boulder County, Colorado following the severe flooding that affected the state in September 2013. Mr. Chen supported the implementation of our ADMS technology through all phases of operations and was responsible for troubleshooting with our field team. Mr. Chen's responsibilities also included completing custom reports for Boulder County, providing FEMA compliance management including quality assurance (QA)/quality control (QC) of ROW load collection, and managing the accuracy and organization for all project documents. Through GIS mapping services, Mr. Chen provided requested maps of project progression, which required customization for the County. Finally, Mr. Chen also provided financial recovery support in assisting with complete of FEMA-PA Project Worksheets.

Data Manager (February 2014–March 2014)**Dorchester County, South Carolina | Winter Storm Pax Disaster Debris Program Management**

Mr. Chen served as the data manager for the County of Dorchester, South Carolina following Winter Storm Pax. He was responsible for deploying and supporting field use of ADMS technology through all phases of operations including truck certifications, load collection, load disposal, and unit rate collections. Mr. Chen also aided in FEMA compliance management, including QA/QC of ROW load collection, and managing the documentation for all hazardous tree and hanger removal resulting in the development of several resourceful maps for the County and project team members.

Data Manager (April 2013–January 2014)**New Jersey Department of Environmental Protection | Hurricane Sandy Waterways Debris Removal Program Management**

Mr. Chen was essential to the New Jersey Department of Environmental Protection (NJDEP) waterways debris removal program as a data manager. Mr. Chen implemented our ADMS technology through all phases of operations including truck certifications, load collection, load disposal, and unit rate collections. Due to Mr. Chen's understanding of the project requirements, he also supported QA/QC checks to validate the client received the proper data and documentation to satisfy all FEMA requirements.

EXPERIENCE SUMMARY

Ms. Paris Atkinson is a senior data manager and billing/invoice analyst, where her responsibilities include data management, management of monitoring documentation for the Federal Emergency Management Agency (FEMA), invoice reconciliation, and the use of our automated debris management system (ADMS). She has extensive experience on all aspects of program data management up to and including project closeout and post-closeout audit support. Ms. Atkinson possesses knowledge and understanding of federal grant programs, including the Federal Highway Administration (FHWA) Emergency Relief (ER) Program and FEMA Public Assistance (PA) Program.

FEATURED RELEVANT EXPERIENCE

Billing/Invoice Analyst (May 2015 - 2016)

City of Houston, Texas | Severe Storms and Flooding Disaster Debris Program Management

Ms. Atkinson served as billing/invoice analyst for the City of Houston, Texas following severe storms and flooding that resulted in 300,000 cubic yards of disaster debris in the City. Ms. Atkinson worked alongside the data manager of the FEMA funded destruction relief program for the City, and also assisted with the daily input of collection logs and data documentation.

Senior Data Manager (January 2016–February 2016)

Collier County, Florida | Severe Storm and Straight Line Wind Debris Program Management

Collier County, FL was impacted in January by a severe storm with measured winds as high as 83 mph. The storm caused significant arboreal damage to the County, so much so that the County chose to activate their disaster debris removal contractors and Tetra Tech. Ms. Atkinson provided program management and debris monitoring services to the County, which included ADMS technology implementation, quality assurance (QA)/quality control (QC) of data, multiple reporting functions, management of debris pile reported data and citizen concerns, contractor reconciliation and invoicing, and final project closeout.

Project Manager (December 2015–Ongoing)

State of Connecticut | Financial Recovery Services, FEMA Public Assistance

The State of Connecticut has retained Tetra Tech to perform a secondary review of FEMA PA and FHWA-ER related funding that was obligated as a result of Winter Storm Alfred (FEMA-DR-4046). Due to a recent decision on the FEMA eligibility of reduction, final hauling, and final disposal costs, each town/city that applied for and received FEMA PA funding as well as FHWA ER funding must be reviewed to determine if appropriate funding has been obligated. Ms. Atkinson is responsible for reviewing the FEMA PA and FHWA grant documentation; ensuring reduction, final hauling, and final disposal

YEARS OF EXPERIENCE

11 Years

AREA OF EXPERTISE

- FEMA Reimbursement and Audit Support
- Reimbursement Policies and Procedures
- RecoveryTrac™ ADMS
- Data Management
- Debris Monitoring Compliance
- Vessel Removal
- Leaner and Hanger Removal
- Invoice Reconciliation

GRANT EXPERIENCE

- FEMA PA
- FHWA ER

DISASTERS

- Collier County FL Severe Storms
- 4240 CA Valley Fire
- 4225 TX Flooding
- 4223 TX Flooding
- 4166 SC Winter Storm
- 4165 GA Winter Storm
- 4145 CO Flooding
- 4087 Hurricane Sandy
- 4080 Hurricane Isaac
- 4046 CT Winter Storm
- 4029 TX Wildfires
- 3268 NY Snowstorm
- 1609 Hurricane Wilma

EDUCATION

University of Florida
Bachelor of Science,
Psychology, 2005

costs have been reimbursed; and identifying any additional charges not captured by FEMA.

Senior Data Manager (October 2015–2017)

Lake County, California | Valley Fire Disaster Debris Program Management

Lake County, California was one of the counties severely impacted by the Valley Fire, which burned over 76,000 acres across Lake, Napa, and Sonoma Counties prior to being fully contained. Tetra Tech was retained by the County to provide program management and debris monitoring services. In addition to a right-of-way debris and hazardous tree removal program, the County also initiated a selective private property debris removal (PPDR) program. One of the unique aspects of the County is the enormous trees along the right-of-ways. Thousands of fire hazard trees were identified throughout the County that, though located on private property, could pose a threat to County maintained roads. As a result, the County initiated a selected PPDR program to address standing dead trees on private property that could impact County roads. Ms. Atkinson served as a senior data manager and was responsible for FEMA compliance management, including QA/QC of data and managing the documentation.

Senior Data Manager (May 2015–2017)

Hays County; Caldwell County; City of Houston, Texas | Severe Storms, Tornadoes, Straight-Line Winds, and Flooding Program Management

The jurisdictions of Hays County, Caldwell County, and the City of Houston were among the many Texas communities impacted by the torrential rainfall in May of 2015. Tetra Tech was activated by the aforementioned communities to provide program management and disaster debris monitoring services. Ms. Atkinson served as the senior data manager for the Texas projects. She supported the projects by managing the data team in the field; providing FEMA compliance management, including QA/QC of right-of-way load collection; and managing the documentation for all hazardous tree and hanger removal. Ms. Atkinson also provided ADMS and database support for all staff members. Hays County has an ongoing PPDR program for which Ms. Atkinson continues to provide data management support.

Debris Subject Matter Expert (March 2014– September 2014)

Montgomery County, Pennsylvania | Multi-Jurisdictional DDMP

Ms. Atkinson served as a debris subject matter expert and supported Montgomery County in establishing and implementing a multi-jurisdictional debris management planning program. Ms. Atkinson and the project team developed a debris management strategy based on the assessment of the County's existing resources, landfill and disposal capacity, and debris management site options. Ms. Atkinson also assisted in the development of multiple debris forecast models to estimate the resulting debris volumes following a disaster as well as the County's capacity to address debris using internal equipment and resources.

Project Manager (July 2012–September 2012)

Lake County, Florida | FEMA-Compliant Disaster Debris Management Plan

In August 2012, she assisted Lake County, Florida, with the development of a FEMA-compliant disaster debris management plan. In addition, she assisted the County in developing a scope of services for their request for proposal for debris contracting, where a large focus was on helping complete the debris hauling request for proposal and guiding the County through the bid process.

Operations Manager and Data Manager (February 2006–August 2006)

Collier County, Florida | Hurricane Wilma Disaster Waterways Debris Removal Program Management

Ms. Atkinson served as operations manager and data manager for Collier County, Florida, following Hurricane Wilma, where she was responsible for the supervision, support, and evaluation of field staff; documentation compliance; and ensuring waterway debris removal was compliant with Natural Resources Conservation Service contract specifications. Ms. Atkinson also developed standard operating procedures specific to the waterway debris removal project.

EXPERIENCE SUMMARY

Mr. Burns has over 15 years of experience in the environmental field. While working for the Pennsylvania Department of Environmental Protection (PADEP), Mr. Burns served on the Palmerton Zinc Superfund Site Trustee Group (Natural Resource Damage Assessment Case) and the Aquatic Subcommittee Group. Mr. Burns was responsible for acting as the designated trustee from the PA DEP. While serving in this role, Mr. Burns was responsible for assisting with numerous assessments and document review. Mr. Burns assisted with the creation of the Pennsylvania Index of Biological Integrity to be used throughout the state of Pa. While with Tetra Tech, assisted with the Enbridge Line 6b release NRDA work. During this role, Mr. Burns assisted with the creation of numerous assessments, reviewed data from these assessments, participated in NRDA meetings, and developed the SCAT reconciliation process for the Enbridge release. Mr. Burns has also overseen and participated in numerous tank removals and cleanups.

Mr. Burns has responded to over 400 oil spills, conducting responses to oil spills, complaints, fish kills, and a multitude of site assessments. His experience includes responses to small releases from above ground home heating oil tanks to larger releases from underground storage tanks and pipelines that have affected surface water, groundwater, and soil. Mr. Burns' responsibilities during these activities have included management of personnel and equipment as well as support during a wide variety of emergency responses such as the Kalamazoo Enbridge Line 6B Pipeline Release, Allied Terminal Ammonium Nitrate Release, Buckeye Pipeline Release, Ivy Industrial Park Case, Church Road TCE Case, and Ashland Uni-Mart Vapor release.

Mr. Burns is currently the Emergency Response Coordinator and Deputy Program Manager for the US EPA Region 5 START Contract. He is trained in the operation and maintenance of field equipment for use in emergency response operations. Specific equipment used includes radiation detection meters, multi-media sampling equipment, and air monitoring equipment such as FIDs, PIDs, Drager colorimetric tubes and pumps, HAPSITE Portable GCMS and Headspace Sampler, and Summa Canisters. Mr. Burns is also experienced in the collection of asbestos samples and is versed in the 2009 asbestos framework for collection of asbestos samples, he currently manages 5 asbestos sites for Tetra Tech.

RELEVANT EXPERIENCE

Northern California (NONRCAL) Wildfire Response (November 2017-Present)

Environmental lead responsible for environmental portion of work associated with the cleanup of over 3000 homes. Responsible for hazard assessments on each parcel, background soil sampling and confirmation soil sampling, air

YEARS OF EXPERIENCE

15 years

AREA OF EXPERTISE

- Fire Assessment
- Emergency Response
- Asbestos
- Technical Report Preparation and Review
- Project Management
- Scientific Research
- Fisheries/Ichthyology

TRAINING/CERTIFICATIONS

- ICS Level 100, 200, 300, 400, 301 and NIMS 700 and 800
- 40-Hour OSHA 29 CFR 1910.120 HAZWOPER
- OSHA 8-Hour Refresher Training
- EPA Chemistry for Environmental Professionals
- EPA Air Monitoring for Hazardous Materials 165.4, 2007 and 2005 EPA RCRA Compliance and Enforcement Workshop
- EPA Sampling for Hazardous Materials 165.9
- EPA Introduction to Groundwater Investigations 165.7

EDUCATION

Penn State University,
Bachelor of Science in
Fisheries and Wildlife Science

sampling and monitoring, and OSHA personal air sampling. Mr. Burns is also responsible for overall coordination, staffing, and logistics for this four county response, overseeing over 75 staff in the field collecting data.

Detwiler Fire (August 2017-Present) and Helena Fire (September 2017-Present) California Fire Response

Environmental Lead responsible for designing approach, coordinating staff, directing health and safety operations, and responsible for overall completion of environmental portion of the project. During these responses Tetra Tech was responsible for assessing (hazard assessment) over 200 parcels of burned area in Northern California. Tetra Tech also conducted OSHA personal sampling and air monitoring and sampling during all operations to ensure protectiveness to public health during cleanup operations. Tetra Tech assessed each parcel for radiation, VOCs, lead, asbestos, and debris estimates.

Clayton Valley Fire California Fire Response (October 2016-January 2017)

Environmental Lead responsible for designing approach, coordinating staff, directing health and safety operations, and responsible for overall completion of environmental portion of the project. During this response Tetra Tech was responsible for assessing (hazard assessment) over 200 parcels of burned area in Northern California. Tetra Tech also conducted OSHA personal sampling and air monitoring and sampling during all operations to ensure protectiveness to public health during cleanup operations. Tetra Tech assessed each parcel for radiation, VOCs, lead, asbestos, and debris estimates. All documentation was collected with collector and I-form technology and uploaded to a central data base to generate deliverable as work was completed daily.

Lake Isabella California Fire Response (August 2016-November 2016)

Environmental Lead responsible for designing approach, coordinating staff, directing health and safety operations, and responsible for overall completion of environmental portion of the project. During this response Tetra Tech was responsible for assessing (hazard assessment) over 300 parcels of burned area in Southern California. Tetra Tech assessed each parcel for radiation, VOCs, lead, asbestos, and debris estimates. All documentation was collected with collector and I-form technology and uploaded to a central data base to generate deliverable as work was completed daily.

Harbin California Fire Response (October 2015)

Environmental Lead responsible for designing approach, coordinating staff, directing health and safety operations, and responsible for overall completion of environmental portion of the project. During this response Tetra Tech was responsible for assessing over 250 parcels of burned area in Northern California. Tetra Tech assessed each parcel for radiation, VOCs, lead, asbestos, and debris estimates. All documentation was collected with collector and I-form technology and uploaded to a central data base to generate deliverable as work was completed daily.

NPL-4 Radiation Site (Ottawa IL) (November 2014-present)

Field Team Lead responsible for overall work completed on site. Task included subcontractor oversight, project staff supervision, and overall completeness of a 35,000 tons of contaminated soil. Soil was contaminated with Radium-226 from fill operations. Task included segregation and excavation of contaminated material above the remedial action goal that was site specific. Mr. Burns was responsible for initial assessment of the site where trenches were employed to delineate the extent of contamination. Remediation of the site consisted of removal of impacted soil, segregation, water treatment, air sampling and monitoring, soil sampling and monitoring, and restoration operations.

Flood Response June 2006

Assisted in the response to a major flood that occurred over the northeast region of Pennsylvania. Assisted in basement release investigations, oversaw the removal of contaminated flood water from basements and underground tanks, home heating oil tank removals, and inspected over 40 underground and aboveground storage tank facilities for possible release / compliance issues due to flood conditions.

EXPERIENCE SUMMARY

Mr. Brian Lowe is a seasoned emergency management specialist, with over 18 years of field experience. Mr. Lowe has a long history of working with the Florida Department of Emergency Management over his career. He has been involved in every major Florida event since 2004, including Hurricanes Matthew, Charley, Frances, Ivan, Jeanne, Dennis, Katrina, Wilma, Debby. Additionally, Mr. Lowe has also provided emergency management and financial recovery in the State of Florida for the Bugaboo Fires, Super Bowl, Tropical Storm Fay, Operation Haiti Repatriation, and the Deepwater Horizon oil spill disaster.

FEATURED EXPERIENCE

State Public Assistance Officer (December 2014 – July 2017) **Executive Office of the Governor/Division of Emergency Management | Tallahassee, Florida**

As Operations Management Consultant Manager, Mr. Lowe is in charge of coordinating all components of administering the Public Assistance Program for the State of Florida. As the State Public Assistance Officer he has managed federal disaster declarations in the hundreds of millions of dollars. Most recently for Hurricane Matthew, which cost over \$680 million in federal and state dollars. The position is responsible for managing two management positions and 21 subordinates. Additional duties include conducting initial assessments of damage, executing funding agreements, developing projects to provide funding, making payments, submitting quarterly reports and closing out the grants once complete. As SPAO he has managed all operations associated with the 2014 Spring Floods, Hurricane Hermine and Hurricane Matthew.

Senior Management Analyst II (December 2012 – November 2014) **Executive Office of the Governor/Division of Emergency Management | Tallahassee, Florida**

Mr. Lowe managed the Office of Private Sector Coordination with the primary focus of integrating the Private Sector into all phases of Emergency Management. In this role, he had federal and state funded projects total annual budget of \$247,000 per fiscal year. As the Private Sector Coordinator he designed and hosted a Public-Private Sector Summit. The Summit was filled with breakout sessions and focus groups designed to educate the public and private sector on existing programs and partners as well as to provide a forum to receive feedback. Mr. Lowe created several working groups to bring in the right partners in to determine the way forward on a number of important issues to include private sector re-entry and one to address issues and concerns that affect the private sector. Mr. Lowe finalized the Standard Operation Guide for Emergency Support Function 18 and provided training to

YEARS OF EXPERIENCE

18 years

TRAINING/EXPERTISE

- Project Worksheet Development
- Multi-Hazard Planning for Schools
- Leadership in Emergency Management
- ICS – 100,200,300,400,700, and 800
- Integrated Public Alert and Warning System IS-00027.a
- Operations Section Chief L958
- Logistics Section Chief L-967 (2012)
- Public-Private Partnerships IS-660
- TIME - Transportation Interface for Modeling Evacuation
- CERT T-T-T
- COML – Communications Unit Leader
- Rapid Impact Assessment G-250.7
- Search and Rescue Training
- All Hazard Integrated Emergency Mgt Course
- Radiological Emergency Planning
- Distinguished Service Award
- EMAP Assessor
- Debris Management G-202
- All Hazard Incident Management Team Training
- FPEM – Florida Professional Emergency Manager
- Hurricane Evacuation Shelter Evaluation
- ICS/Emergency Operations G-191
- Human Services Training G-670
- NEMIS - IS Public Assistance Coordinator
- Public Assistance OPS 1 & 2

EDUCATION

University of West Florida
Pensacola, FL 32514

Bachelor Science in Environmental Policy and Planning, Minor in Geography (1999)

the ESF 18 team members. Mr. Lowe is on the Division's Security Committee and helped develop our standard operating guide for safety and security. The Virtual Business EOC was completion though the first phase. This project will provide a portal for the state, county, and private sector to collaborate and share information in a secure environment during disasters and day to day. These are just a few of the projects Mr. Lowe had worked on in order to partner with the private sector.

Assistant Supervisor/Governmental Operations Consultant, Region 2 Coordinator (March 2003 – December 2012)

Executive Office of the Governor/Division of Emergency Management | Tallahassee, Florida

Mr. Lowe served as the Assistant Supervisor for the Regional Coordination Team. In this capacity he provided support for all aspects of the team and coordinated all team issues in the absence of our supervisor. As a Regional Coordinator Mr. Lowe was expected to provide guidance to county and city emergency management directors in order to ensure compliance with contracts awarded by the Florida Division of Emergency Management. Regular duties included conducting capability assessments of county emergency management programs and their ability to carry out essential tasks prior to, during, and following an emergency or disaster; to provide technical assistance and training through regular scheduled regional meetings and events; to perform emergency operations duties as directed including state liaison functions in county emergency operation centers; to conduct onsite damage assessments, human needs assessments and provide pre and post emergency coordination of resources; to coordinate recovery planning and operations; to participate in reviews of county's comprehensive emergency management plans (CEMP) and continuity of operation plans (COOP); to participate in Regional Domestic Security Task Force activities as related to Domestic Security. Mr. Lowe coordinated and participated in onsite inspections for section 302 and 312 Tier III facilities and attended SERC meetings for Region 2. He developed, evaluated and participated in numerous exercises and trainings dealing with all hazards. Mr. Lowe conducted regional and county exercises according to the Homeland Security Exercise Evaluation Program, and provided training to respective counties in the Incident Command System, EOC/ICS interface, Damage Assessment, Citizen Emergency Response Team, and Rapid Impact Assessment courses. Mr. Lowe has been involved in every major event since 2004, to include Charley, Frances, Ivan, Jeanne, Dennis, Katrina, Wilma, Debby, Bugaboo Fires, Super Bowl, Tropical Storm Fay, Operation Haiti Repatriation, and Deepwater Horizon.

Engineer II in Public Assistance (November 1999 to March 2003)

Department of Community Affairs/Division of Emergency Management | Tallahassee, Florida

In this role, Mr. Lowe's routine duties consisted of writing Project Worksheets, interim inspections, final inspections, time extensions, technical assistance, monitoring of applicants, and coordination of damage assessment during disasters. After 2 years Mr. Lowe was designated the Deputy Public Assistance Officer for the state during all events. He was responsible for damage assessment team coordination, and management in a number of Presidential declared events such as Irene, Helene, South Florida Floods, Allison, Gabrielle, Wildfires, and numerous other non-declared events.

EXPERIENCE SUMMARY

Ms. Rachel Reams assists clients with damage assessment, force account reconciliation, and project worksheet (PW) development throughout the post-disaster grant administrative period. Ms. Reams is familiar with data collection and dissemination, labor, equipment, and invoice reconciliation, contract compliance review, application development, project monitoring, and HMGP close out requirements.

RELEVANT EXPERIENCE

Senior Financial Specialist (October 2017-Present)

City of South Daytona, FL | Hurricane Irma

Following the category 3 Hurricane Irma that made landfall and affected the Florida coastline in September, 2017, the City of South Daytona, FL activated Tetra Tech to provide post-disaster PA services after the declaration. Ms. Reams is providing PA services to support the City's claims for force account labor, materials, equipment, and permanent repairs consumed as a result of the disaster.

Senior Financial Specialist (October 2017-Present)

City of Holly Hill, FL | Hurricane Irma

Following the category 3 Hurricane Irma that made landfall and affected the Florida coastline in September, 2017, the City of Holly Hill, FL activated Tetra Tech to provide post-disaster PA services after the declaration. Ms. Reams is providing PA services to support the City's claims for force account labor, materials, equipment, and permanent repairs consumed as a result of the disaster.

Senior Financial Specialist (October 2017-Present)

City of Miami, FL | Hurricane Irma

Following the category 3 Hurricane Irma that made landfall and affected the Florida coastline in September, 2017, the City of Miami, FL activated Tetra Tech to provide post-disaster PA services after the declaration. Ms. Reams is providing PA services to support the City's debris removal claims for force account labor, materials, and equipment.

Senior Financial Specialist (October 2017-Present)

Orange City, FL | Hurricane Irma

Following the category 3 Hurricane Irma that made landfall and affected the Florida coastline in September, 2017, Orange City, FL activated Tetra Tech to provide post-disaster PA services after the declaration. Ms. Reams is providing PA services to support the City's claims for force account labor, materials, equipment, and permanent repairs consumed as a result of the disaster.

Technical Advisor (August 2017- Present)

State of Connecticut | HMGP Close Out

Ms. Reams is assisting the State of Connecticut with closing out multiple

YEARS OF EXPERIENCE

1.5 years

AREA OF EXPERTISE

- Force Account
- Invoice Reconciliation
- Permanent Repairs
- HMGP Close Out

GRANT EXPERIENCE

- FEMA PA
- HMGP

DISASTERS

- 4283
- 4337

TRAINING/CERTIFICATIONS

- IS-00100.b
- IS-00120.a
- IS-00212.b
- IS-00230.d
- IS-00235.c
- IS-00240.b
- IS-00241.b
- IS-00242.b
- IS-00393.b
- IS-00403
- IS-00632.a
- IS-00634
- IS-01002
- IS-01103.a

EDUCATION

Rollins College, Crummer Graduate School of Business, Master of Business Administration, Concentration in Marketing and Business Management, 2016

Rollins College, Bachelor of Arts with Honors, History, 2014

HMGP projects awarded over four (4) separate disasters. These close outs vary from generators to residential home elevations out of the BFE.

Financial Specialist (November 2016-Dec. 2017)

Volusia County, FL | Hurricane Matthew

Following the category 3 and 4 Hurricane Matthew that made landfall and affected the Florida coastline in October, 2016, Volusia County, FL activated Tetra Tech to provide post-disaster PA services after the declaration. Ms. Reams is providing PA services to support the County's claims for force account labor, materials, and equipment consumed as a result of the disaster.

Financial Specialist (January 2017-Aug. 2017)

Beaufort County, SC | Hurricane Matthew

Ms. Reams is assisting with PA services to support the County's claims for force account labor, materials, and equipment consumed as a result of the disaster.

Financial Specialist (January 2017-Feb. 2017)

Ascension County, LA | Flood

Ms. Reams is assisting with PA services to support the County's claims for force account labor, materials, and equipment consumed as a result of the disaster.

Financial Specialist (February 2017- July 2017)

City of South Daytona, FL | Hurricane Matthew

Following the category 3 and 4 Hurricane Matthew that made landfall and affected the Florida coastline in October, 2016, the City of South Daytona, FL activated Tetra Tech to provide post-disaster PA services after the declaration. Ms. Reams is providing PA services to support the City's claims for force account labor, materials, equipment, and permanent repairs consumed as a result of the disaster.

Financial Specialist (March 2017- May 2017)

Fayetteville, NC | HMGP

Ms. Reams assisted with homeowner communications for the HMGP grant application process.



EXPERIENCE SUMMARY

Mr. John D. Williams assists clients throughout the post-disaster grant administration process. He supports damage assessment, force account reconciliation, and project worksheet (PW) development, throughout the grant administrative period. Mr. Williams is familiar with data collection and dissemination, invoice and reconciliation, cost accounting, application development, supporting requests for information (RFI), and project monitoring. Mr. Williams' strong background in finance, management, and operations makes him particularly adept at tracking the recovery process.

RELEVANT EXPERIENCE

Financial Recovery Specialist (December 2017 - Present)

City of Pinellas Park, Florida | FEMA – Public Assistance Consulting

Following Hurricane Irma in September 2017, the City of Pinellas Park activated Tetra Tech to provide post-disaster PA services following the declaration. Mr. Williams is providing PA services to support the City's claims for force account labor, materials, and equipment consumed as a result of the disaster.

Financial Recovery Specialist (November 2017 - Present)

City of Dunedin, Florida | FEMA – Public Assistance Consulting

Following Hurricane Irma in September 2017, the City of Dunedin activated Tetra Tech to provide post-disaster PA services following the declaration. Mr. Williams is providing PA services to support the City's claims for force account labor, materials, and equipment consumed as a result of the disaster.

Financial Recovery Specialist (November 2017 - Present)

City of Port Orange, Florida | FEMA – Public Assistance Consulting

Following Hurricane Irma in September 2017, the City of Port Orange activated Tetra Tech to provide post-disaster PA services following the declaration. Mr. Williams is providing PA services to support the City's claims for force account labor, materials, and equipment consumed as a result of the disaster.

Financial Recovery Specialist (September 2017 - November 2017)

City of Miami, Florida | FEMA – Public Assistance Consulting

Following Hurricane Irma in September 2017, the City of Miami activated Tetra Tech to provide post-disaster PA services following the declaration. Mr. Williams provided PA services to support the City's claims for force account labor, materials, and equipment consumed as a result of the disaster.

Financial Recovery Specialist (July 2016–November 2017)

City of Houston, Texas | FEMA – Public Assistance Consulting

Following severe storms and flooding in April and May 2016, the City of Houston activated Tetra Tech to provide post-disaster PA services following the declaration. Mr. Williams is providing PA services to support the City's

YEARS OF EXPERIENCE

2.5 years

EDUCATION

Rollins College, Crummer Graduate School of Business
Master of Business Administration,
Concentrations in Management and Operations, 2016

University of Central Florida
Bachelor of Arts, Political Science, 2012

AREA OF EXPERTISE

- Force Account
- Invoice Reconciliation
- Cost Accounting

GRANT EXPERIENCE

- FEMA PA

DISASTERS

- DR-4269, TX
- DR-4272, TX

TRAINING/CERTIFICATIONS

- FEMA IS 634
- FEMA IS 100.b
- FEMA IS 200.b
- FEMA IS 700.a
- FEMA IS 800.b
- FEMA ICS 300
- FEMA ICS 400

EDUCATION

2.5 years

claims for force account debris and emergency protective measures during the incident period.

Financial Recovery Specialist (July 2016–Present)

Austin County, Texas | FEMA – Public Assistance Consulting

Following severe storms and flooding in April and May 2016, the Austin County activated Tetra Tech to provide post-disaster PA services following the declaration. Mr. Williams is providing PA services to support the County's claims for force account labor, materials, and equipment consumed as a result of the disaster.

Financial Recovery Specialist (July 2016–Present)

Montgomery County, Texas | FEMA – Substantial Damage Estimation

Following severe storms and flooding in April and May 2016, Montgomery County activated Tetra Tech to provide post-disaster Substantial Damage Assessment staff augmentation services following the declaration. Mr. Williams deployed to the County to provide coordination of the substantial damage assessment field efforts.

Financial Recovery Specialist (July 2016–Present)

Waller County, Texas | FEMA – Public Assistance Consulting

Following severe storms and flooding in April and May 2016, the Waller County activated Tetra Tech to provide post-disaster PA services following the declaration. Mr. Williams is providing PA services to support the County's claims for force account labor, materials, and equipment consumed as a result of the disaster.

EXPERIENCE SUMMARY

Ms. O'Dell serves as high-level project manager for Tetra Tech and possesses over a decade of disaster preparedness, emergency planning, and disaster response and recovery experience. Ms. O'Dell excels in delivering projects on time and within budget. She has assisted numerous local, state and private sector businesses with active shooter assessment; emergency operations planning; continuity of operations planning (COOP); exercise design, implementation and evaluation; and recovery planning.

Ms. O'Dell is also experienced in providing disaster debris monitoring services, including mobilizing support teams; assisting with staging operations; and managing the scheduling, dispatching and logistics operations of debris cleanup for some of the nation's worst natural disasters.

Most recently, she assisted several South Florida communities with debris monitoring operations following Hurricane Irma.

In addition, Ms. O'Dell is highly knowledgeable of federal, state, and local emergency agencies and programs, as well as funding sources and reimbursement procedures, having served as project manager on several of the firm's debris monitoring and emergency management planning projects. She has also been responsible for the development of numerous disaster debris management plans (DMPs) that have been approved for the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Pilot Program.

FEATURED PROJECT MANAGEMENT EXPERIENCE

Active Shooter Assessments

Ms. O'Dell manages the Federal Aviation Administration (FAA) active shooter project to develop an enterprise-wide gap assessment of its current efforts related to preparedness, response and recovery efforts in an active shooter incident. The assessment of the FAA's nation preparedness efforts and capabilities related to an active shooter incidents include identification of gaps in program areas of capability, planning, continuity of operations, and training and exercises. Ms. O'Dell is working with the team to provide overarching recommendations that will be used in the implementation plan that ensures a robust national practice model to standardize efforts among the different regions. The recommendations will provide scalable guidance to minimize the likelihood and consequences of these events as well as integrate external stakeholders that have responsibility, authority and/or capabilities that support the prevention of, response to and recover from active shooter incidents.

Security and Emergency Preparedness Program Sustainment Metropolitan Atlanta Rapid Transit Authority (MARTA)

Ms. O'Dell serves as the project manager for the MARTA security and emergency preparedness program sustainment project. Ms. O'Dell directs

YEARS OF EXPERIENCE

13 Years

AREA OF EXPERTISE

Project Management

Recovery Planning

Exercise Design and
Implementation

COOP Planning

Disaster Management
Planning

Disaster Response and
Recovery Operations

FEMA Compliance Monitoring
and Oversight

TRAINING

IS-00700: NIMS and
Introduction

IS-00546: Continuity of
Operations Awareness
Course

HSEEP

TS-13: Intro to the Federal
Highway Administration
Emergency Relief Program

TS-12: Intro to the USDA-
NRCS Watership Protection
Program

EDUCATION

University of Central Florida
Bachelor of Science, Finance,
2002

activities for all tasks under the contract including tabletop, functional and full-scale exercises; the development of continuity of operations, emergency operations and security and emergency preparedness plan; station action plans: treat and vulnerability assessments; and more. Ms. O'Dell oversees the development of exercises that consisted in more than 200 attendees including MARTA personnel and regional stakeholders that support MARTA. Ms. O'Dell works with the exercise and planning team to ensure quality products in the allotted timeframe.

Emergency Operations Plan Assessment

San Joaquin County, California

Ms. O'Dell is currently serving as the project manager for the San Joaquin County Emergency Operations Plan (EOP) Assessment. Ms. O'Dell will oversee the conduct of a comprehensive assessment of the County's current EOP with particular focus on compliance with federal, state, and local laws. This assessment will provide a detailed analysis of the plan's scope, assumptions, policies, procedures, and operational concepts to include identified strengths and areas for potential improvement. Ms. O'Dell will work collaboratively with and garner input from San Joaquin County's Environmental Health, General Services, Human Services Agency, Sheriff's Department, County Administrator, Purchasing, and Health Care Services departments.

Disaster Debris Trainings and Exercises

Chester County, Pennsylvania

Ms. O'Dell currently serves as the project manager for Chester County, PA disaster debris training and exercise project. Ms. O'Dell oversaw the training of key staff on disaster debris management as well as the fundamentals of their debris management plan. Ms. O'Dell oversaw the design and implementation of a customized exercise series which consisted of the County and municipalities within the County. In addition, she oversaw the development of a RFP that the County can utilize when procuring disaster debris contractors.

Emergency Management Planning, Exercises and Senior Leadership Seminars

Metro Atlanta UASI, Georgia

Ms. O'Dell was the project manager on the development of the Tactical Operations Annex to the Regional Evacuation Coordination Plan. The annex focused on developing evacuation procedures for the Metro Atlanta Region. The annex includes emergency evacuation operations, communications interoperability, traffic management, and special needs components for the Metro Atlanta UASI. Ms. O'Dell ensured that all timelines were met and this project also included training and outreach seminars for each jurisdiction before the functional exercise. Ms. O'Dell served as a senior controller for the evacuation functional exercise to validate strengths and identify areas for improvement. Ms. O'Dell also co-facilitated a senior leadership seminar for the region's senior elected officials and their staffs.

Recovery Planning Services

Brunswick County, North Carolina

Ms. O'Dell served as the project manager for the Brunswick County recovery plan project, where she was responsible for the day-to-day activities of the project. She recently co-facilitated 16 recovery function working group sessions. During the sessions, baseline information was gathered and will be used in developing the plan. Ms. O'Dell was responsible for the ability to complete the project in six months and submit all deliverable on time.

Hazard Mitigation Planning

Gwinnett County, Georgia

Ms. O'Dell served as the client manager for the development of Gwinnett County's multi-jurisdictional hazard mitigation plan. Ms. O'Dell assisted with the data collection, analysis and plan development activities necessary to fulfill the local planning requirements. Included in the planning process is the hazard identification and risk assessment. Ms. O'Dell will assist in the assessment that will address hazards, whether natural or man-made, often not included in the hazard mitigation planning process (e.g., disease or terrorism) to develop an enhanced plan in accordance with FEMA standards.

EXPERIENCE SUMMARY

Ms. Christina Parkins is an emergency management consultant with extensive homeland security, emergency management, emergency planning, and special event response, and grant management experience. Ms. Parkins has developed operational and response plans for daily operations and large-scale incidents, specifically incident action plans, continuity of operations (COOP)/continuity of government plans, and family assistance center plans. In addition to her planning experience, she has developed tabletop, functional, and full-scale exercises for first responder agencies, including exercises focused on special operations teams (special weapons and tactics, hazardous materials, urban search and rescue, and explosive ordinance disposal teams). Ms. Parkins also has experience with grant management of Department of Homeland Security, Department of Justice, and Federal Transit Administration grants and various state agency grants.

FEATURED RELEVANT EXPERIENCE

Project Manager (November 2015–Present)

Amtrak | Continuity and Facility Emergency Planning

Ms. Parkins serves as the project manager overseeing Amtrak's Continuity and Facility Emergency Planning project. In year one, she developed Facility Emergency Plans and COOP plans for Tier I Amtrak facilities across the US. During the second year of the project, she will participate in the development and oversight of Facility Emergency Plans and COOP Plans for six Tier I and 27 Tier II facilities. Future years of the project will focus on developing continuity plans for 47 additional Tier II facilities, updating plans for Tier I facilities, and integrating a training and exercise component.

Exercise Lead (August 2014–Present)

Preparedness Planning, Training, and Exercises | Metropolitan Atlanta Rapid Transit Authority (MARTA)

Ms. Parkins serves as the exercise lead and provides planning support for this project. She has participated in tabletop, functional, and full-scale exercises and served as the task lead for the 2015 training and exercise planning workshop and the 2015 terrorism-focused tabletop and functional exercises, and served as the lead planner for the 2016 tabletop exercise. She developed MARTA's the Multi-Year Training and Exercise Plan for 2015–2017. She has also supported other planning initiatives for the client, including their organizational restructuring plan for the Emergency Preparedness Unit and workshops for the Executive Management Team.

Project Manager (July 2015–October 2016)

Transit Research Board Airport Cooperative Research Program | Report 171–Establishing a Coordinated Local Family Assistance Program for Airports

Ms. Parkins provided project management and oversight for the project. She developed the monthly and quarterly reporting for the client and oversaw internal financial reporting for the project. She authored one of the chapters

YEARS OF EXPERIENCE

12 Years

AREA OF EXPERTISE

- Training and Exercises
- Preparedness Planning
- Response Planning
- COOP & COG Planning
- EOC Operations
- Transit Operations
- Grant Management

GRANT EXPERIENCE

- Urban Areas Security Initiative
- Transit Security Grant Program
- Federal Full Funding Grant Agreement
- State Full Funding Grant Agreement
- Assistance to Firefighters Grant

TRAINING/CERTIFICATIONS

- FEMA Professional Continuity Practitioner
- Planning Section Chief
- Incident Command System (ICS) 100, 200, 300, 400, 700, 800
- Federal Emergency Management Agency (FEMA) Exercise Design

EDUCATION

University of Kentucky
Master of Arts, National Security, 2004

Gardner-Webb University
Bachelor of Science, International Business, 2003

included in the guidebook, while also serving as the lead developer for the training and exercise portions of the project. The guidebook will be published and available to the public the second quarter of 2017.

Training Development (January 2016–March 2016)

Harris County Transit | Police Department

Ms. Parkins has developed training for the Harris County Transit Police Department that will be utilized to provide introduction to terrorism, responding to emergencies and introduction to the Incident Command System (ICS) response. The training is currently was finalized and rolled out for use in April 2016.

Planner (September 2015–October 2015)

Port of Stockton | Plans Review and Updated

Ms. Parkins provided planning support for the project. She reviewed the Port's current security plans and helped to develop templates to integrate the plans into more succinct documents that could be used by Port Officials. She supported the development of training and exercises to support plan implementation.

Planner (April 2015–August 2015)

Sharing Economies | Houston Urban Areas Security Initiative

Ms. Parkins provided planning support for the project. She conducted the initial research on over fifty sharing economy platforms available on the internet, conducted one on one interviews with a selected number of platforms and created short video demonstrations of the sites for the client. She presented this information during multiple meetings and supported the development of the project report during each phase of the project. Ms. Parkins presented on this project at the 2016 Texas Emergency Management Conference in April 2016 and at the 2016 Maryland Emergency Management Conference in June 2016.

Planner (January 2015–April 2015)

Emergency Operations Planning | Alameda County Social Services Agency

Ms. Parkins provided planning support for this project. She has developed job action checklists to be used by departmental personnel when operating in the Department Operations Center. She also assisted with the development of an emergency operations plan that integrates multiple agency plans into one document.

Planner (October 2014–March 2015)

Multi-Year Sustainment Program | Metro Atlanta Urban Area Security Initiative, Georgia

Ms. Parkins provided planning support for the project. She served as an evaluator for the 2014 full-scale terrorism exercise, and assisted with the update of the Metro Atlanta Urban Areas Security Initiative (UASI) Threat and Hazard Identification and Risk Assessment (THIRA) and Homeland Security strategy. She worked on the 2015 update of the regional Tactical Interoperable Communications Plan (TICP).

Program Administrator (2005–2013)

Charlotte Urban Areas Security Initiative (UASI) | Charlotte Fire Department

Ms. Parkins served as the program administrator for the Charlotte, North Carolina UASI Region. She coordinated Homeland Security related planning, training, and exercise activities for the first responder agencies of the region while also managing grant budgets and Federal requirements. Ms. Parkins served on the Incident Management Team for local special events of attendance over 50,000 persons and missing person searches. She was also a member of the team that organized the 2007–2010 National UASI Conferences in Miami, Charlotte, and New Orleans, serving as an educational track lead, registration coordinator, and administration section chief. She also served on the team for the 2011 Metropolitan Fire Chiefs Conference.

PROJECT UNDERSTANDING, PROPOSED APPROACH AND METHODOLOGY

1. PROJECT UNDERSTANDING

Having been impacted by Hurricane Irma just this past year, the City of Coral Gables (City) is no stranger to the damaging impact that a tropical storm or hurricane can have on its residents, tourism industry, business, and economy. Given its location near the east coast of Florida, the City must maintain a constant level of preparedness as the possibility of being impacted by a severe weather event is ever present. As such, it is the City's intent to retain the services of an experienced contractor to monitor debris removal activities following a debris-generating event to expedite recovery efforts and maximize available funding.

Tetra Tech has been honored to proudly serve as Miami-Dade's disaster debris monitoring firm for over a decade. Our experience with Miami-Dade County and the surrounding cities has given us the unique knowledge of disaster operations in the area and the City's primary areas of concerns. Our team has also gained unparalleled experience working on many of the largest Federal Emergency Management Agency (FEMA) Public Assistance (PA) eligible projects, including responses to Hurricanes Katrina, Wilma, Ike, Sandy, Harvey and Ike. Our team has assisted more local

governments with debris monitoring efforts following catastrophic natural disasters than any other firm in the nation. ***Collectively, we have overseen and managed the recovery of over 103 million cubic yards (CYs) of debris on behalf of over 300 public sector clients, resulting in excess of \$6 billion in reimbursable costs to our clients.***

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

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

The project approach and work plan provided below will provide the City with a clear description of our approach to the City's proposed project.

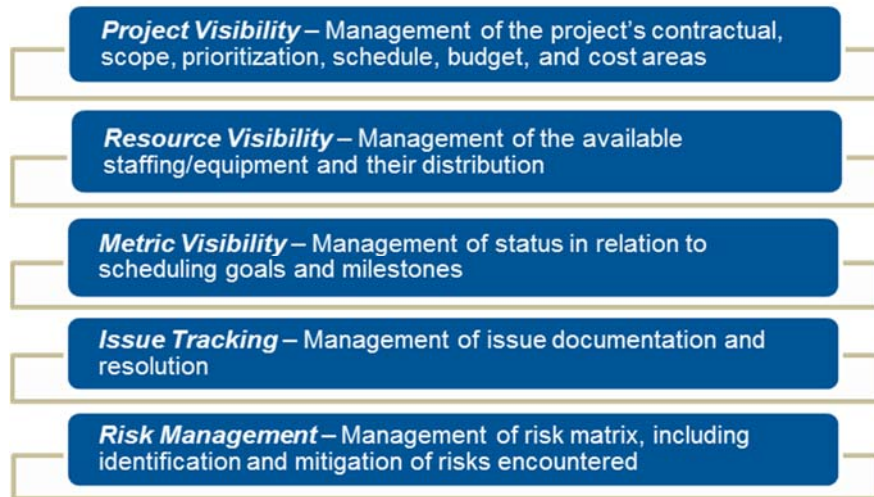
Project Management Methodology

Our methodology of project management governs both the planning and execution of all project work. The strategy, structure, and staffing requirements for the project organization are based on client expectations and the desired outcome. Tetra Tech's project management methodology enables our team to achieve success despite



the unpredictable nature of disasters. Our methodology addresses the project management areas shown in the exhibit below.

Exhibit 3-1: Project Management Areas



These management areas are administered using the established project management procedures and protocols we have developed and refined over the years and numerous disaster activations. Our interactions with our clients are based on best practices that balance the need for direction of operational priority, issue resolution, and relevant information with considerations for the time availability of the client.

Procedures and Protocols

Each phase of Tetra Tech project management has documented procedures that govern the execution to provide **scalable, consistent, high quality results**. We use a systematic approach with frequent in-process quality checks to execute our project processes. Our general project approach includes tasks in each of the phases: initiation, mobilization, execution, and closeout.

- **Initiation (Pre-Event)**
 - **Annual coordination** – Conduct annual trainings and meetings to plan and test execution protocols and identify potential risks/mitigation opportunities.
 - **Contract review** – Review contracts for understanding of contractual requirements and possible cost savings.
 - **Communication systems checks** – Verify that communication systems function as designed and reporting needs are understood.
- **Mobilization (Immediately Prior to and Following Event)**
 - **Scope, tasking, and budget** – Determine services required, performance metrics, schedule, and budget constraints.
 - **Deployment and resource requirements** – Develop work plan and safety plans. Update risk matrix for work plan specifics.
 - **Staging of equipment and resources** – Coordinate movement of required support equipment/supplies and setup of communication and information systems.
- **Execution (Post-Event)**
 - **On-boarding and training staff** – Conduct suitability for work checks and provide targeted training program based on work and safety plans.

- **Monitoring** – Supervise field operations, quality assurance/quality control (QA/QC) in-process checks, prioritization of resource management, and project reporting.
- **Communication** – Conduct status meetings and communicate project metrics and other pertinent information.
- **Issue tracking/resolution** – Conduct issue identification, staff communication, and resolution tracking.
- **Closeout (Post-Event)**
 - **Documentation deliverable** – Produce and deliver required documentation to support auditing.
 - **Demobilization** – Manage reduction in staff, post-use maintenance, and movement of equipment and supplies.
 - **Audit support** – Provide continued availability of information systems to support closeout information requests.

Client Interaction

Interaction with the client is based on the principles of the National Incident Management System (NIMS). Coordinated project communications coupled with accurate information enables effective decision making. Our implementation of this provides our clients with the benefits of these NIMS principles:

- **Common Operating Picture**
 - Tetra Tech’s real-time data sharing information portal allows the client, debris removal contractor, and the monitoring firm to have the same accurate information, which markedly improves their ability to execute efficiently. The result is a much more efficient completion of project objectives.
- **Interoperability**
 - The information portability across disparate systems is the true power of Tetra Tech’s client interaction and communication system. It allows integration with existing systems to provide better understanding and coordination among organizations.
- **Reliability, Scalability, and Portability**
 - Documented procedures and protocols enable scalability without loss in fidelity and quality of work product. When in-process quality controls and team cross-training are added, the ability to tolerate faults without affecting outcome is substantially increased.
- **Resiliency and Redundancy**
 - Experience operating in disasters enables Tetra Tech to design systems and processes to be able to withstand loss of infrastructure and key personnel yet maintain client expectations for information. This is accomplished not only in technology design, but in effective procedural protocols and our risk mitigation component.

Tetra Tech’s project managers use methods specifically aimed at increasing the success of the team by engaging in **collaborative problem solving and issue resolution**. By approaching others with professional mutual respect, they form relationships that allow close coordination between the client and other contractors, ultimately improving communication, coordination, and efficiency of the project.

A. Disaster Debris Monitoring Services

Operational Schedule/Implementation Schedule

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

Section 3: Project Understanding, Proposed Approach and Methodology

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

Exhibit 3-2: Disaster Debris-Generating Event Operational Plan

Time	Task	Deliverables/Milestones
Preparedness		
Pre-event (normal conditions)	Meet with the City to review plans and documents	<ul style="list-style-type: none">Conduct annual pre-event meeting with the City and debris contractorReview the City’s disaster recovery contracts for FEMA complianceUpdate critical documents and files, including any GIS files
H-96	Review capabilities and resources	<ul style="list-style-type: none">Contact the City and initiate daily conference callDetermine resource requirements from debris modelReview the City’s emergency policies and contractsEstablish contact with the City’s debris hauler and ensure Tetra Tech has the most up to date copy of the debris hauler contract.
H-72	Execute responsibilities and activate contracts	<ul style="list-style-type: none">Review possible critical areas of concern, hospitals, major transit systems, historic districts, environmental issues, and critical infrastructureReview protocols for private property, gated communities, and public drop-off sitesReview temporary debris storage and reduction site (TDSRS) locations and follow up with the Florida Department of Environmental Protection (FDEP) on permitting proceduresEstimate equipment requirements and TDSRS capacity to haul and stage debrisPrepare automated debris management system (ADMS) technology for mobilization
H-48	Monitor storm track and continue preparations	<ul style="list-style-type: none">Conduct regular meetings with City staff as requestedConfirm staging location and begin mobilization of resourcesMobilize project assets and begin base camp coordination and logistics (food, water, housing, etc.) with the City and Tetra Tech headquarters (if necessary)Review list of priority roads and the operational planObtain GIS files for municipalities that the City will assist with debris removalContinue to update and gather updates from the City’s debris hauler
H-24	Prepare final reports	<ul style="list-style-type: none">Save all critical documents and files to the network drive, USB drive, and laptop hard driveCertify emergency road clearance equipment (in coordination with the City’s debris hauler)Determine emergency road clearance priorities
H-0	ARRIVAL OF NOTICE EVENT/INITIATE RESPONSE TO NO-NOTICE EVENT	
Response		
H +24	Emergency push	<ul style="list-style-type: none">Receive notice to proceed with not to exceedBegin emergency pushMaintain time and materials (T&M) logs for push equipmentCoordinate with the City to conduct preliminary damage assessments and road closures (if requested)Supervisors report to pre-designated locations and prep staff on projectBegin establishing ADMS infrastructureBegin recruiting and training monitors, project coordinators, and data staff

Section 3: Project Understanding, Proposed Approach and Methodology

Time	Task	Deliverables/Milestones
		<ul style="list-style-type: none"> Initiate opening of TDSRS locations Follow up with FDEP on debris permits (if required) Work with the City to establish public information protocols to respond to concerns and comments
H +48	Emergency push/ damage assessment	<ul style="list-style-type: none"> Continue emergency push Continue preliminary damage assessment Develop debris cost estimate required for presidential disaster declaration Develop operational plan for disaster-specific issues Refine health and safety plan for disaster-specific issues
H +72	Disaster debris vehicle certification/ site preparation	<ul style="list-style-type: none"> Begin hauling truck certification Install ADMS tower monitor infrastructure Train monitors on policies, ADMS, and safety Open public drop-off sites as requested
H +96	Begin debris collection monitoring	<ul style="list-style-type: none"> Assign monitors to trucks Assign supervisors to monitors Hold morning and afternoon meeting with City staff and debris hauler Implement QA/QC procedures
Recovery		
Week 1+	Right-of-Way (ROW) debris collection monitoring	<ul style="list-style-type: none"> Continue ROW collection Address household hazardous waste (HHW) issues (if critical) Issue daily reports/GIS maps Hold daily meetings with the City, hauler, and/or State/FEMA as required Staff citizens debris management hotline (if requested) Define supplemental programs required (private roads, HHW) and prepare eligibility request
Week 1+	Data management and invoice reconciliation	<ul style="list-style-type: none"> Provide ADMS reports and real-time monitoring access Establish client GeoPortal to provide insight into project progress Review truck metrics provided by RecoveryTrac™ Initiate weekly reconciliation Initial payment recommendations with retainage
Week 1+	Reimbursement Support/Grant Administration (FEMA, NRCS)	<ul style="list-style-type: none"> Prepare damage/cost estimates Compile supporting documentation (debris permits, debris contracts, etc.) Liaise with FEMA Region 4, Florida Division of Emergency Management (FDEM), U.S. Army Corps of Engineers (USACE), etc.
Week 2+	Special projects (if required)	<ul style="list-style-type: none"> Waterway debris removal Private property debris removal (PPDR) Public drop-off sites HHW Mud/silt/sand removal (from storm drains, ditches, etc.) Identify areas of operational concern and make disaster-specific recommendations to FEMA to improve efficiency
Week 3+	Financial Recovery Assistance Staff Engaged (if requested)	<ul style="list-style-type: none"> Facilitate kickoff meetings with primary stakeholders Draft a Public Assistance (PA) work plan Conclude/review preliminary damage assessments

Time	Task	Deliverables/Milestones
		<ul style="list-style-type: none"> • Gather documentation for project worksheet (PW) development • Identify opportunities for mitigation • Conduct site visits
Project completion	Document turnover/closeout	<ul style="list-style-type: none"> • Final reconciliation • Retainage release • Release hard copy files • Provide electronic database • Assist with PW development • Assist the City with long-term reimbursement • Audit assistance • Appeal support if necessary

RecoveryTrac™ Automated Debris Management System – Tetra Tech’s Alternative to Paper Ticketing

In today’s technology-driven society, paper-based systems are quickly becoming obsolete. Recognizing the migration to electronic-based systems, our team has spent years on research and development in an effort to streamline the debris collection documentation process, with a focus on minimizing the cost to our clients whilst improving the visibility of debris project operations. RecoveryTrac™ is the result of these efforts. RecoveryTrac™ is a scalable and fully featured disaster management application designed specifically to address the operational challenges faced during a disaster recovery project. ***Our proprietary ADMS technology, RecoveryTrac™ is one of only three systems validated by the U.S. Army Corps of Engineers (USACE).*** The system provides real-time collection of data, and offers multiple solutions to data management, reporting, invoice reconciliation, and project controls that cannot be achieved with a paper-based program. ***Tetra Tech has also implemented RecoveryTrac™ ADMS technology on the last 150 FEMA PA eligible projects.*** On these projects, our clients and FEMA found this state-of-the-art technology to increase efficiency and improve the management of debris removal efforts.



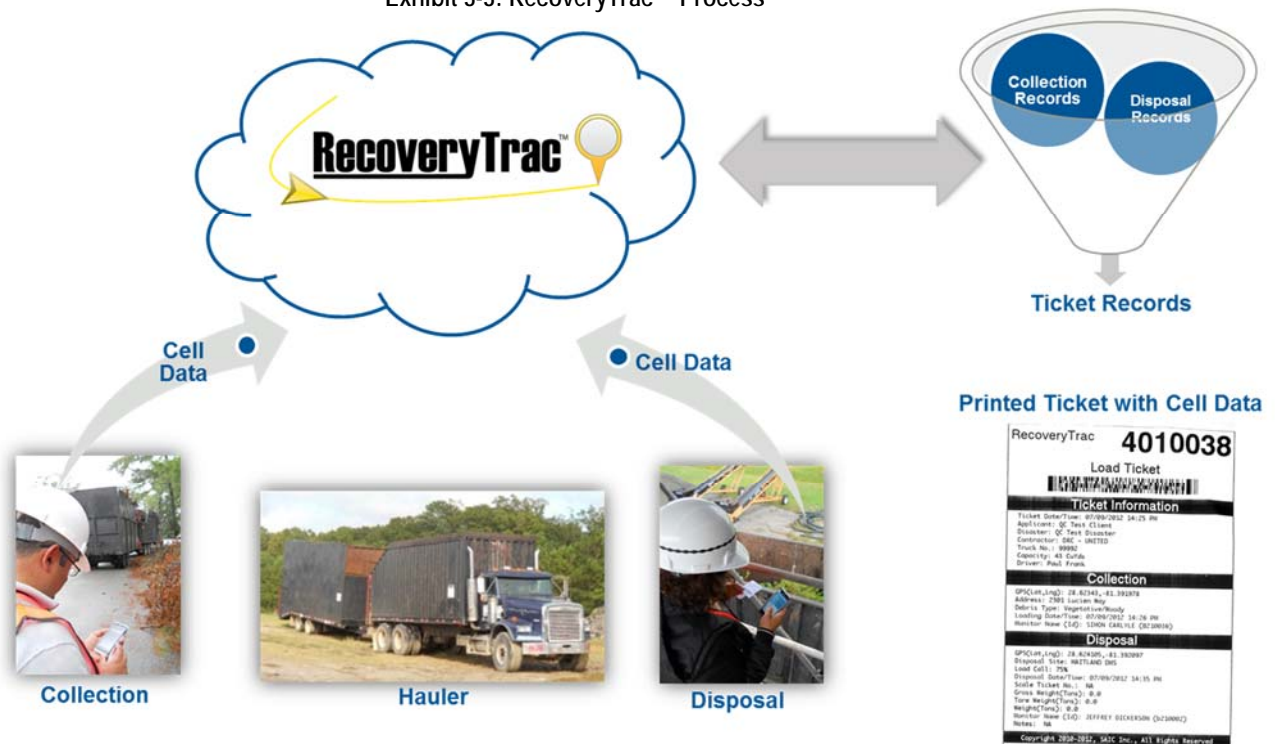
- **Owned and operated by Tetra Tech**
- **Over 1,200 mobile units on-hand** and ready for state-wide multi-district mobilizations
- Meets USACE specifications for electronic debris monitoring handhelds
- Real-time situation awareness of field resources and efficient direction to support City priorities
- Real-time GIS web services for EOC information and visualization systems
- Capable of collecting data regardless of cellular service
- Automated photograph and GPS capture
- Provides reports and pass map tracking in real-time
- Minimizes chance of fraud through real-time monitoring
- Minimizes data entry and human error
- Expedites invoice reconciliation
- Intuitive and user-friendly

The RecoveryTrac™ Process

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

Even when there is no cellular connection, the handhelds continue to operate in connected mode; however, the data is stored on the device until a data connection is restored. The device periodically searches for this connection, and when services are restored the device automatically uploads the stored ticket data. ***Even under the harshest conditions where cellular service is not available, RecoveryTrac™ was built to comply with U.S. Army Corps of Engineers (USACE) specs using Near Field Communication (NFC) and internal memory to protect and transfer data.*** Exhibit 3-3 shows the RecoveryTrac™ process under normal operating conditions.

Exhibit 3-3: RecoveryTrac™ Process



Key Benefits of RecoveryTrac™

Ability to Respond. Combined with the on-hand inventory of over 6,000 handhelds and the ability to rapidly procure additional equipment through preferred vendor relationships, the City can rely on our mobilization strategy for zero-day activations in disasters covering large areas with little or no-notice. *The on-hand inventory can be on-site and ready to use within 24 hours of a notice to proceed*, and additional needs can be met quickly (in most cases, 72 hours or less).

Recently, our team simultaneously deployed approximately 5,000 ADMS units in the field following Hurricanes Harvey, Irma, Maria and the California Wildfires. The use of RecoveryTrac™ reduces data entry costs and provides real-time project tracking reports to our clients.

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

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

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

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

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

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

Time and Materials

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

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

Vehicle Certification

Tetra Tech has a proven vehicle certification procedure that complies with FEMA guidelines and results in maximum reimbursement for our clients. Tetra Tech's ADMS technology, RecoveryTrac™, will be used to electronically certify all trucks used in an activation. Benefits of using the mobile truck certification application

Section 3: Project Understanding, Proposed Approach and Methodology

include *electronic volume calculations*, instantaneous upload to the RecoveryTrac™ database to allow immediate quality assurance (QA)/quality control (QC) checks to verify the truck certification calculations, and automated photo-matching of truck and driver photographs to the truck. The truck certification application allows us to complete truck certifications in *30% less time than with a paper-based system*.

Exhibit 3-4: Truck Audit Report

RecoveryTrac Truck Certification Audit Report

Trucks Certified On: *All

AUGUSTA - WINTER STORM PAX - ROW COLLECTION - Truck Certification Summary

	<u>Tot Trucks Certified</u>	<u>Tot Certified Capacity</u>	<u>Avg Certified Capacity</u>
Contractor: ASHBRITT	167	6961	41.68

Contractor: ASHBRITT

N/A

700373

61

02/27/2014 11:02 AM

ACTIVE

26B2WR (MO)

SELF-LOADING TRUCK

Primary Box (L x W x H): 216x102x102 = 2247264.0 Cu Inches (+)

Type: Box (L x W x H): 70x102x64 = 456960.0 Cu Inches (+)

Type: Box (L x W x H): 48x102x28 = 137088.0 Cu Inches (+)

Total Volume: 2841312.0 Cu Inches (/46,656) = 60.90 CuYds

Driver-Placard View

Side View

Back-Interior View

Front View



Our disaster debris vehicle certification procedure includes the following:

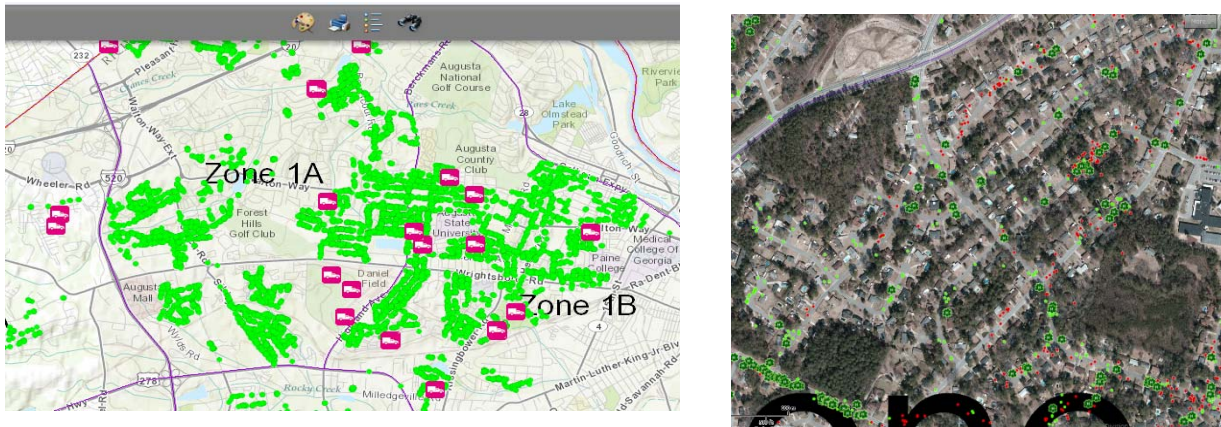
- Generation of unique truck numbers for contractor crews and equipment
- Automated truck certification form, which includes the latest FEMA guidelines on truck certification documentation and volume calculations, and a bar code for automated ticket scanning
- Special vehicle notations on the truck certification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

Right-of-Way Collection Reporting

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

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

Exhibit 3-5: Waypoint Collection/Hazardous Tree Maps

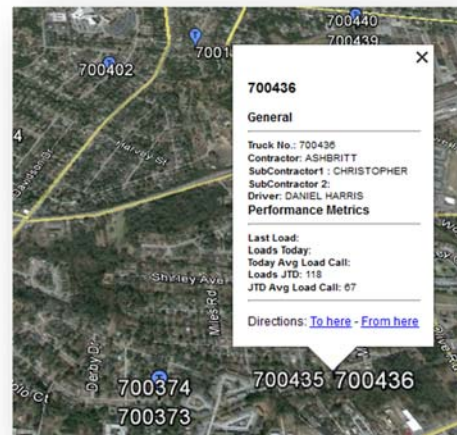


An additional feature of our ADMS technology is that each handheld device reports back the location of the device regularly. By leveraging this location information, Tetra Tech can view monitor locations and truck locations in real time, as demonstrated in Exhibits 3-6 and 3-7.

Exhibit 3-6: Monitoring Locations



Exhibit 3-7: Truck Locations



Field Operations

The Tetra Tech debris monitoring program includes the following:

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

inconsistencies with debris removal procedures and submit them to their supervisors. If a field monitor feels there is justifiable need to stop operations, the monitor is instructed to refrain from issuing a ticket until the debris hauler supervisor and a Tetra Tech supervisor can be called in to determine the appropriate action.

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

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

TDSRS Monitoring

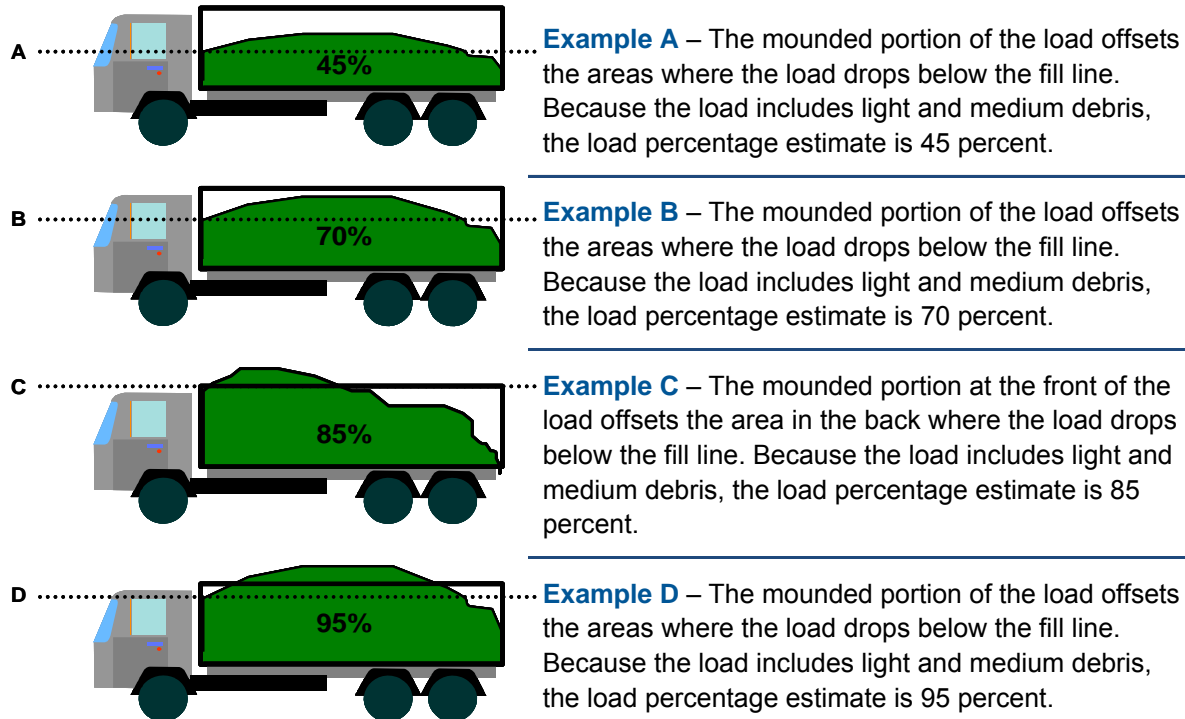
Response to debris-generating events requires locating TDSRS, emergency permitting of TDSRS (including debris burning and State regulatory permits), baseline soil testing before the TDSRS are opened and as part of remediation process, and recycling and diversion initiatives once the reduced vegetative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

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

- **Load ticket.** The load ticket is used to document debris removal complying with all requirements of FEMA.
- **Disposal monitor log.** The disposal monitor log is used as backup documentation and requirements of FEMA.
- **Scale manifest tickets.** If the debris hauling contract is weight-based, tickets generated by the existing scales at the City's TDSRS will be digitized and cataloged by Tetra Tech.

- **Incident report.** Documenting property damage, arguments, unsafe practices, and personal injury.
- **Photographic documentation.** Tetra Tech disposal supervisors will photograph a TDSRS frequently to create a visual timeline of the site.
- **QA/QC of field tickets.** Disposal monitors review and verify collection monitors' work in the field.

Exhibit 3-8: Load Call Estimate Examples



Residential Drop-off Sites

To provide documentation to FEMA that supports reimbursement of debris brought by the City's residents to residential drop-off sites and proves the debris is not commercial, the City will have to monitor each site and screen citizens who enter. Tetra Tech is prepared to support the City by assisting with this task if needed.

Quality Assurance/Quality Control Program

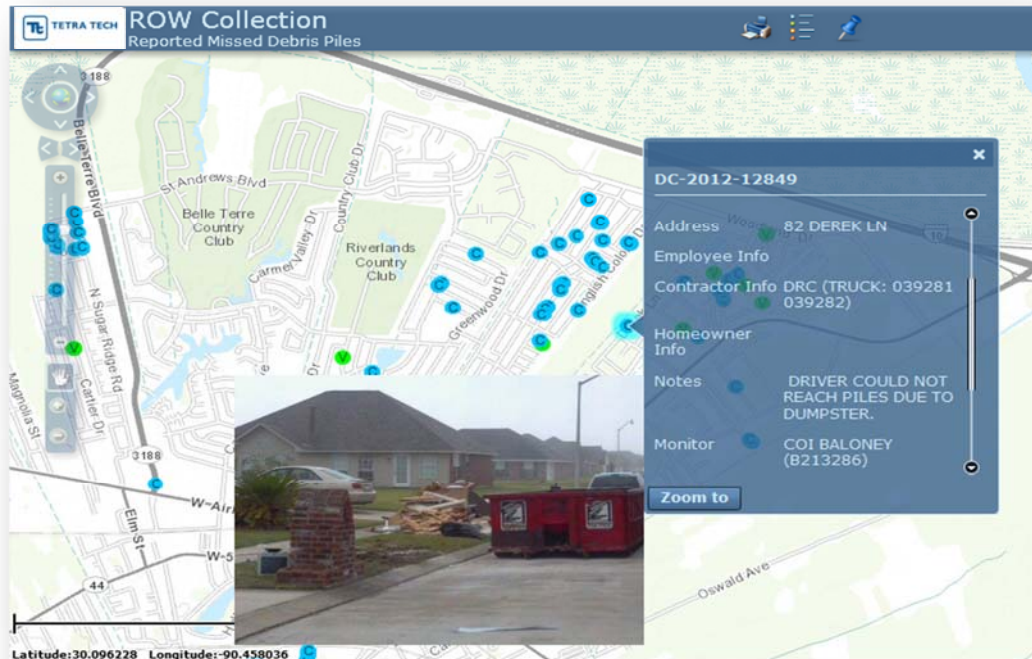
Implementing comprehensive QA/QC protocols and technologies is critical to a debris monitoring effort. Proper QA/QC protocols reduce the amount of work associated with back-end data management, reduce invoice reconciliation timeframes, prevent fraud, and establish a sound dataset for future audits. Throughout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

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

Section 3: Project Understanding, Proposed Approach and Methodology

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

Exhibit 3-9: Missed Piles Tracking



Fraud Prevention

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

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




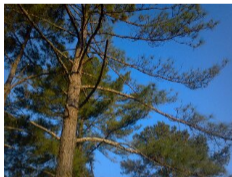

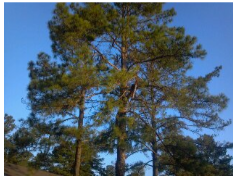

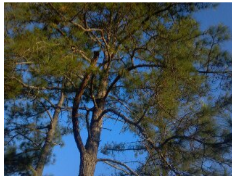
- **Truck Turn-Around-Time.** The time between last pickup location and arrival of a truck at the TDSRS is tracked. A time that is too short may be indicating the debris hauling truck not filling the vehicle to capacity.
- **Out-of-bounds.** The municipality boundaries are programmed geospatially to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

Hazardous Tree Removal

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

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

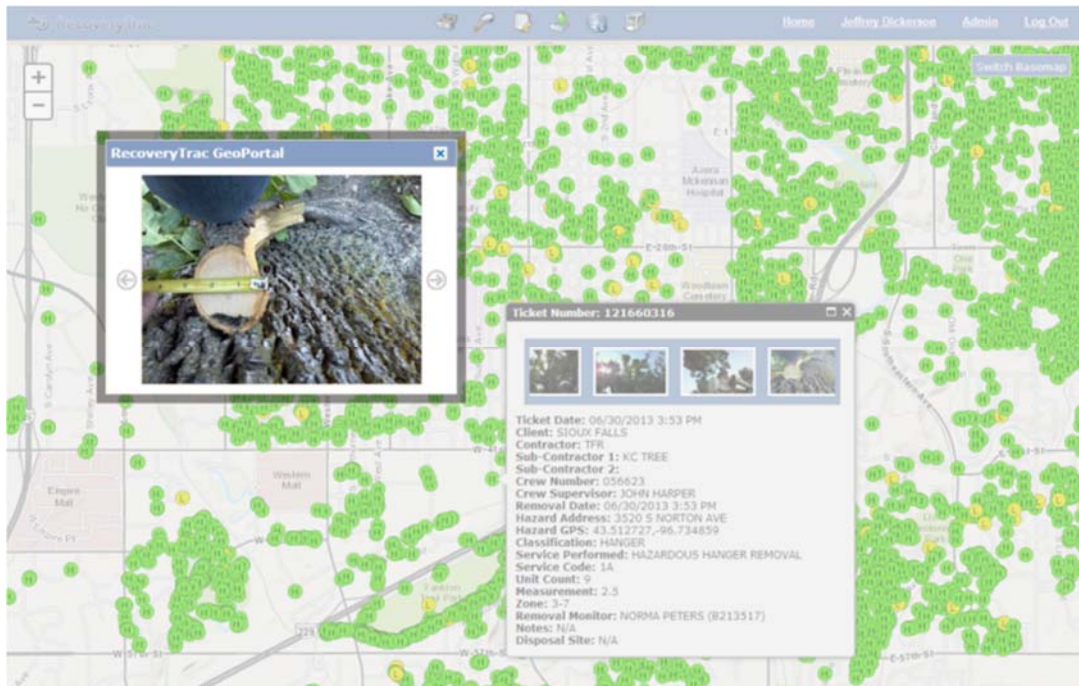
Exhibit 3-10: Real-Time Ticket Report

RecoveryTrac Unit Rate AuditReport (Crew: 700430)										Date: 03/11/2014
Client: AUGUSTA					Project: AUGUSTA - WINTER STORM PAX - ROW COLLECTION					
Total Ticket Count: 12										
Ticket No.	Monitor	Date	GPS-Lat	GPS-Lng	Address	Service Code	Unit Count	Meas	Zone	Photo Count
<input type="checkbox"/> 120590044	DAWN WALKER (B214108)	03/11/2014 8:17 AM	33.434518	-82.023773	2405 ACAPULCO DR	1A	1.00	2.50	2d(GIS: 2D)	4
Crew Photo		Pre-Work Photo		Measurement Photo		Post-Work Photo				
										
<input type="checkbox"/> 120590045	DAWN WALKER (B214108)	03/11/2014 8:27 AM	33.434532	-82.023628	2405 ACAPULCO DR	1A	1.00	3.38	2d(GIS: 2D)	4
Crew Photo		Pre-Work Photo		Measurement Photo		Post-Work Photo				
										

Unit Rate Ticket Geoportal Report

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

Exhibit 3-11: Unit Rate Ticket Map



Monitor Training Program

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

Health and Safety

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

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

our program are codified in our written health and safety policy, which is endorsed and regularly monitored by the highest levels of our management team.

Industry metrics for our 2016 health and safety performance are provided below:

- US Experience Modification Rate (EMR) of 0.71
- 2016 Enterprise-Wide Total Recordable Injury Rate (TRIR) 0.54
- 2016 Enterprise-Wide Lost Workday Incident Rate (LWDIR) 0.12

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

B. Emergency Management Planning and Training

In addition to response and recovery services, our team is one of the nation’s premier emergency preparedness firms, with a staff of industry experts located throughout the United States. Our team members are recognized leaders in preparedness, having performed hundreds of planning, training, and exercise projects for local, state, and federal agencies, quasi-governmental organizations, institutions of higher education, private-sector businesses, and non-profit organizations. Many of our team members have previously served as state and local emergency managers and are acutely aware of how important planning and training are to maintaining an optimal level of readiness. Since 2001, our team has conducted over 300 emergency preparedness projects while ensuring compliance with current local, state, federal, and industry standards. Listed below are the preparedness programs Tetra Tech can offer.

- **Continuity of Operation’s, Continuity of Government and Business Continuity Planning.** Tetra Tech understands residents expect their government to protect the safety and security of the community. A continuity plan effectively facilitates the performance of mission essential functions during an emergency and supports effort to provide critical services in a timely manner. Tetra Tech has developed continuity of operations, continuity of government, and business continuity plans for state agencies, local jurisdictions, and private sector businesses across the country that align with the standards in the Department of Homeland Security’s Federal Continuity Directive and Continuity Guidance Circulars. Continuity planning provides the interim process and alternate methods for continuing critical government services during disruptive incidents.
- **Cybersecurity Planning.** Cybersecurity and related services are a focus area for Tetra Tech. Tetra Tech provides cybersecurity services for a number of U.S. Federal clients, including contracts that require cleared personnel at the Secret and Top Secret level. Tetra Tech has deep understanding of the application of U.S. Federal information assurance and cybersecurity standards, including Defense Information Systems Agency (DISA) Security Technical Implementation Guides (STIGs), National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 Recommended Security Controls for Federal Information Systems and Organizations, and NIST SP 800-37 Guide for Applying the Risk Management Framework to Federal Information Systems. Our blended team of cybersecurity experts and emergency management planners can provide support to develop plans, policies and procedures that address vulnerabilities and provide solutions to detect, prevent and mitigate impacts.
- **Disaster Debris Management Planning** Tetra Tech uses a field-tested approach to develop DDMPs. Our staff develops and implements DDMPs alongside our local government clients prior to and following a

disaster. Our experience has demonstrated that pairing client personnel with Tetra Tech emergency management experts provides significant benefits, such as facilitating an understanding and acceptance of work products and deliverables and providing exposure to key concepts described in the plan. Increased understanding of disaster debris management planning strengthens a client's ability to maintain and implement their plan.

- **Emergency Operations Planning/Comprehensive Emergency Management Planning.** Understanding and managing the risks of operating in an area that is vulnerable to natural and human-caused hazards is a complex challenge. Tetra Tech develops resilient and robust all-hazard emergency operations plans and comprehensive emergency management plans that will help guide response effectively and efficiently to emergencies. The plans comply with applicable local, state, and federal guidelines, and industry standards applicable to emergency planning.
- **Incident-Specific and Function-Specific Planning.** In addition to an all-hazards emergency operations plan, communities often need more detailed operational level plans for specific types of incidents and emergency functions. These types of plans provide more detailed instructions for operational and tactical level procedures and often include checklists, flow charts, and job aids. Tetra Tech has the expertise to develop a range of incident and function specific plans including:
 - Active Assailant
 - Chemical, Biological, Radiological, Nuclear, and Explosives
 - Communication
 - Earthquake
 - Evacuation
 - Finance and Administration
 - Family Reunification and Assistance
 - Flood and Riverine
 - Hazardous Materials
 - Hurricane Operations
 - Infectious Disease
 - Information Technology Disaster Recovery
 - Mass Care and Sheltering
 - Mass Casualty and Fatality
 - Public Information
 - Severe Weather
 - Recovery
 - Terrorism
 - Tornado
 - Volunteer and Donation Management
 - Wildland Fire
- **Hazard Mitigation Planning.** As a leader in mitigation, disaster readiness, and emergency response and recovery planning for state and local governments, Tetra Tech supports clients in all phases of hazard mitigation planning, including organizing and coordinating vital resources, performing risk and vulnerability assessments, developing mitigation plans and strategies, implementing those plans and strategies, and monitoring their progress. A well-developed hazard mitigation action plan (HMAP) provides a framework for streamlining the disaster recovery process and prioritizing mitigation interventions. It makes communities less vulnerable to the effects of an event and ensures a more secure, sustainable future. Tetra Tech can assist with assessing local and regional hazards and risks, establishing mitigation goals and objectives, and identifying projects that enable the jurisdiction to prepare for and reduce the impacts of a natural or human-caused disaster by developing a comprehensive mitigation strategy.
- **Public Health Preparedness.** While state and local public health agencies have made strides in developing capacity to prepare for and respond to public health incidents, the 2009 novel H1N1 influenza event and the recent Ebola event demonstrated our nation's continued vulnerability to widespread public health emergencies. Recognizing this, the Centers for Disease Control and Prevention (CDC) developed 15 public health preparedness capabilities that define standards for public health preparedness and response. The 15 public health preparedness capabilities. Tetra Tech can assess provide assistance to address broad public health preparedness and response measures, including bio-surveillance, community resiliency, countermeasures and mitigation, incident management, information management, and surge management. Our staff of public health subject matter experts, emergency preparedness, and response professionals can help build or enhance the ability to achieve each of the public health preparedness capabilities.

- **Threat, Vulnerability, and Risk Assessment.** Conducting an assessment of potential threats, risks, and vulnerabilities is one of the first steps in developing a viable emergency preparedness plan. The community needs to have a deep understanding of their risks in order to properly prepare for an incident. Tetra Tech uses several approaches to developing a broad range of assessments from basic community risk profile to a more in-depth Threat and Hazard Identification and Risk Assessment (THIRA) depending on the needs of the community. Tetra Tech can provide assistance with the following:
 - Desktop analysis of risks and vulnerabilities based on data collection, demographics, and survey analysis
 - Hazard and threat analysis using HAZUS-MH building stock and other modeling techniques
 - Community economic assessment using use census data and ESRI Business Analyst
 - Scenario study using outputs from hazard and threat analyses
 - Risk comparison by overlaying the risk assessment and the scenario study
- **Training and Exercises.** Tetra Tech can provide comprehensive training and exercises for our debris monitoring clients. Our training and exercises include realistic scenarios based on our experience responding to many of our nation's most challenging disasters. We provide detailed case studies of local government responses to disasters and the challenges they had to overcome. Tetra Tech develops and conducts in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP) and exercise facilitators are HSEEP-trained. Exercises include an after action report and improvement plan to document lessons learned and establish corrective actions.

C. Public Assistance/Grant Management Consulting Services

As one of the nation's premier providers of hazard mitigation, emergency preparedness, and response and recovery services, Tetra Tech is dedicated to helping our clients plan for, respond to, and recover from natural and human-caused disasters. Tetra Tech maintains a multidisciplinary staff with experience in disaster response and recovery, grant administration, and emergency management. Many are first responders, former state and local emergency management directors, and consultants who have been at the forefront nationally in developing strategies and plans in support of the U.S. Department of Homeland Security's (DHS) National Recovery Goals.

Tetra Tech offers a complete, end-to-end solution that empowers our clients to protect their most precious assets in times of chaos.

Over the past 20 years, our grant management experts have assisted clients with applying for and retaining grant funds, even after closeout and audit processes. Our team has extensive experience assisting local and state governments with managing and documenting projects that are eligible for federal funding through the FEMA Public Assistance (PA) Program, including multiple, large PA programs for the States of Vermont, South Dakota, and Connecticut. Our team also has significant experience with FHWA Emergency Relief (FHWA-ER) federal reimbursement, having assisted over 60 clients with FHWA application, project management, and reimbursement.

Our team's record of success spans over 300 state and local government clients in response to over 50 declared presidential disasters, representing the recovery of more than \$4 billion in disaster grant funds. These activations have yielded grant program management engagements resulting in clients not only garnering grant funds but in retaining 99.8 percent of the funds received.

Having a national firm with broad capabilities allows the City to bring in the right skills and background for the required scope of work and funding source. From engineers with technical capabilities (i.e., transit, road/bridge, water/wastewater, cost estimating) to former federal and state emergency management officials included on our project team, our team has direct experience with the following grant programs:

- FEMA Hazard Mitigation Grant Program (HMGP)

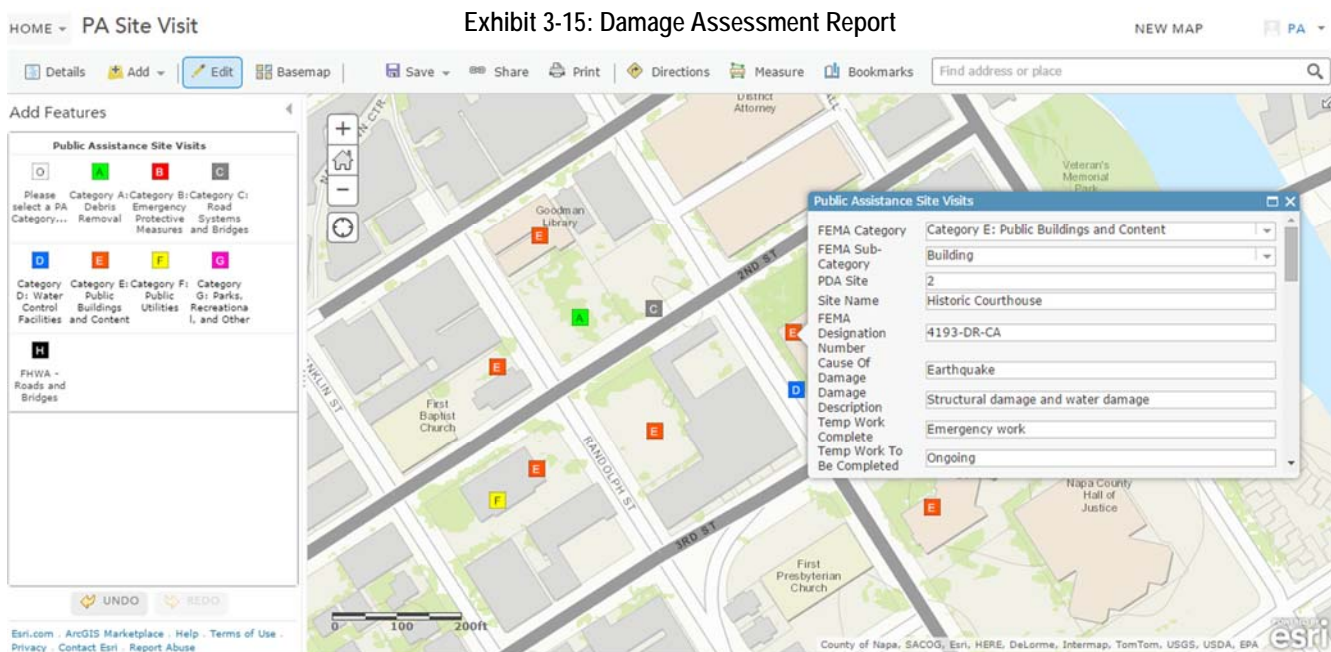
Section 3: Project Understanding, Proposed Approach and Methodology

- FEMA Flood Mitigation Assistance Program¹ (FMA)
- FEMA PA Program
- Pre-Disaster Mitigation (PDM)
- Federal Highway Administration-Emergency Relief (FHWA-ER) Program
- FHWA Transportation Investment Generating Economic Recovery Grant
- Natural Resources Conservation Service (NRCS) Emergency Watershed Protection
- U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program

Tetra Tech has comprehensive experience working with the CDBG and CDBG-DR programs and has a successful record of helping communities across the region bolster recovery efforts and long-term resilience. Tetra Tech has applied our expertise in the CDBG-DR program to help numerous communities navigate complex program requirements, including the development of action plans, consolidated plans, grant management, application procedures, and compliance review among other services.

Damage Assessment

Following a disaster, the City will need to evaluate city-wide damages and identify priorities. Preliminary damage assessments are a critical component to the City receiving a disaster declaration following a major debris-generating event. If tasked, Tetra Tech is prepared to supplement City staff and assist in conducting electronic damage assessments. Tetra Tech's ADMS technology, RecoveryTrac™, would be used to conduct damage assessments and collect supporting data including photo documentation of damages. The collected information would be reported real-time through web-based maps that depict damage assessment progress. Tetra Tech has recently supported damage assessment efforts for local governments following the earthquake in Napa Valley, California and the severe storms and flooding in Boulder, Colorado. See Exhibit 3-15 for a sample image of Tetra Tech's web-based damage assessment report.



¹Formerly three separate grant programs: FEMA Severe Repetitive Loss Program, FEMA Repetitive Flood Claims Program, and the FEMA Pre-Disaster Mitigation Program.

2. DATABASE REPORTING SYSTEM

We know that daily progress reports of progress are used to provide updates to our client's leadership and the public. RecoveryTrac™ ADMS can provide the one-stop information in a clear format that can provide the consistent and accurate multi-district operations status picture. RecoveryTrac™ data feeds provide real-time information as activities unfold in the field. There is no spreadsheet to import and no conversion—just a single GIS web data service to pull required information. Examples of data include:

- Road clearance status (pass map)
- Hazard removal locations
- Debris pickup locations
- Truck and monitor locations
- Reported damage locations
- Debris removed

Data managers assigned to continuously monitor the information flowing into the system check for potential problems and dispatch supervisors to respond to the problem. The system monitoring panel shows real-time statistics and potential problems for the client(s) operations based on exhaustive in-process quality checks that occur continually. The figure below details how we use RecoveryTrac™ ADMS to meet quality standards of the client using the direct monitoring and immediate feedback technique.

The management of a debris operation over a wide operational area is challenging. Ensuring removal of eligible debris, meeting public expectations, along with the proper documentation of removal is critical to success of any project. Tetra Tech has invested heavily in providing state-of-the-art tools along with a detailed training program for project operations staff to meet these challenges. With the integration of the automated field data collection systems with advanced geospatial applications, we provide several industry-leading capabilities that include:

- Geographic boundary checks for eligibility
- Pass completion tracking by road and custom debris management zones
- Real-time truck and monitor locations for effective utilization of contractor assets
- Real-time metrics and operational statistics to monitor performance and fraud detection
- Documentation of contractor-related damage, missed debris piles, and other operations issues

These tools provide our clients with a common operating picture. Similar to an emergency operations center, this enables a debris removal operations center that has a clear picture of field operations, allowing responsive reporting and proactive management of the process.

The demand for current information continues to grow, especially following a natural disaster when the focus is cleanup and restoration of normal services. Tetra Tech has used our extensive experience to ensure our clients can answer the requests for progress and status information. With the automated field data collection combined with the accuracy of the geospatial visualization and summarization, data is available on demand and is usually up to date within a few minutes. These reporting tools provide the operations staff with unparalleled access to the debris removal progress. Data is accurately summarized at the project, debris management zone, or individual level in an easy-to-understand, easy-to-access delivery method.

Incident Reporting

Another key feature of our ADMS technology is that it allows field monitors to report incidents and provide supporting photographs in real time to the City, Tetra Tech, and the debris contractor. Examples of incidents include reporting pre-existing damage, damage caused by the contractor, debris piles skipped by the contractor, safety hazards, and other incidents critical to a debris removal program. As monitors complete incident reports in

Section 3: Project Understanding, Proposed Approach and Methodology

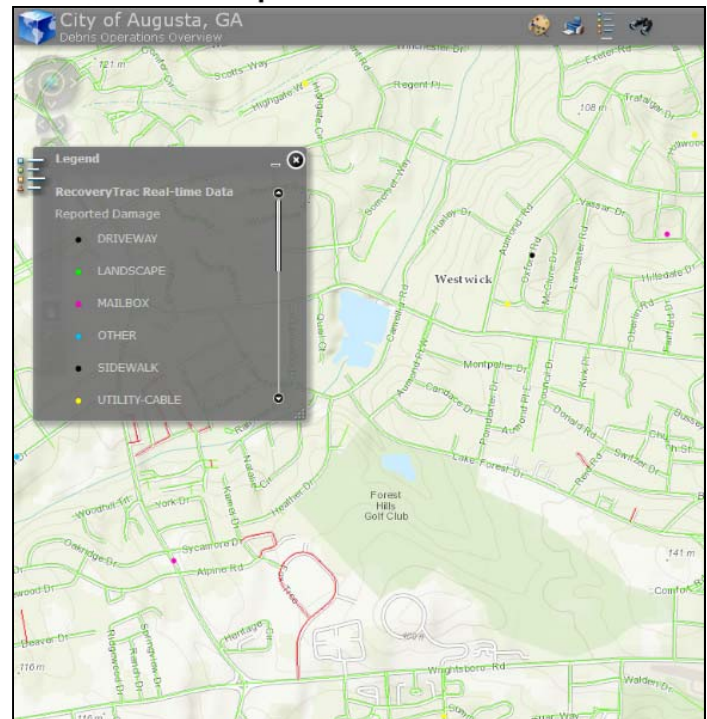
the field, the information and supporting photographs are uploaded to the Tetra Tech reporting server. Depending on the type of incident, priority e-mails may be sent out by the reporting server to City representatives, Tetra Tech's project team, and debris contractor representatives. Our firsthand experience assisting local governments with recovering from disasters has shown that accurately capturing and photographing pre-existing damage can alleviate residential damage claims that may be submitted to the City. Additionally, the incident map developed from the collection information is essential to quickly identifying unresolved contractor damages before the completion of the program.

Exhibit 3-12: Incident Report

Incident Database

RecoveryTrac Incident Summary Report							
Project Incident Summary: AUGUSTA - WINTER STORM PAX							
Incident Type	Total	Active	Closed	Pct Compl	Avg Day Out	Hi Pri	Emp
DAMAGE TO PROPERTY	80	80	0	0	166	1	7
Totals	80	80	0	0.0	166.0	1	7
Map Incident Reports							
Project Incident Details: AUGUSTA - WINTER STORM PAX - R							
DAMAGE TO PROPERTY (Count: 80)							
PRIVATE PROPERTY-MAILBOX (Count: 9)							
Incident No.	Status	Priority	Date	Emp Invl	Cont Invl	Own Invl	Location
DP-2014-04835	Active	Normal	03/25/2014 8:57 AM	NO	YES	YES	2820 WALTE
Contractor Info: BYNOON (TRUCK: 700168), Homeowner Info: JASON PILGRIM (7065648372), DRIVER KNOCKED OVER MAILB							
							
DP-2014-04515	Active	Normal	03/21/2014 5:23 PM	NO	NO	NO	3311 WOOD
HIT. MAILBOX WHEN BACKING.							
							

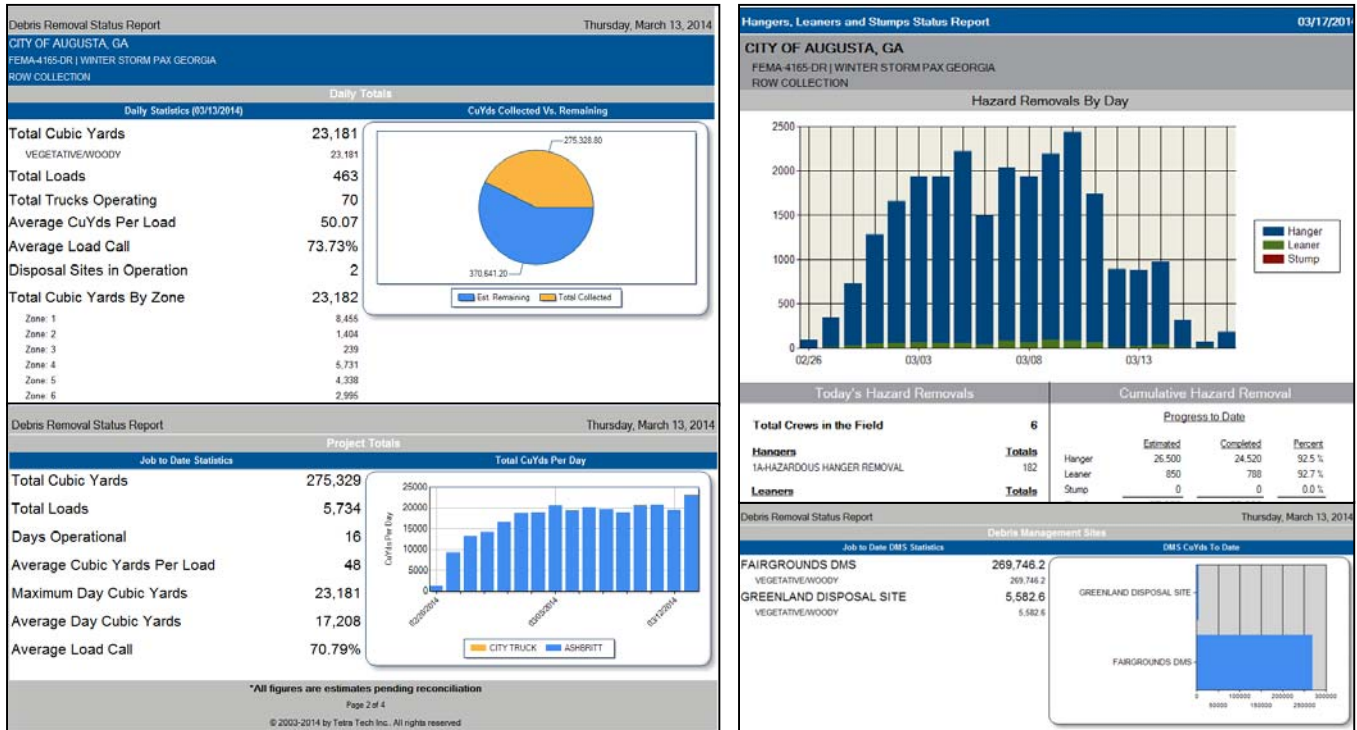
Incident Map



Daily Reporting Metrics

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

Exhibit 3-13: Sample Custom Reports Developed



Contractor Reconciliation

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

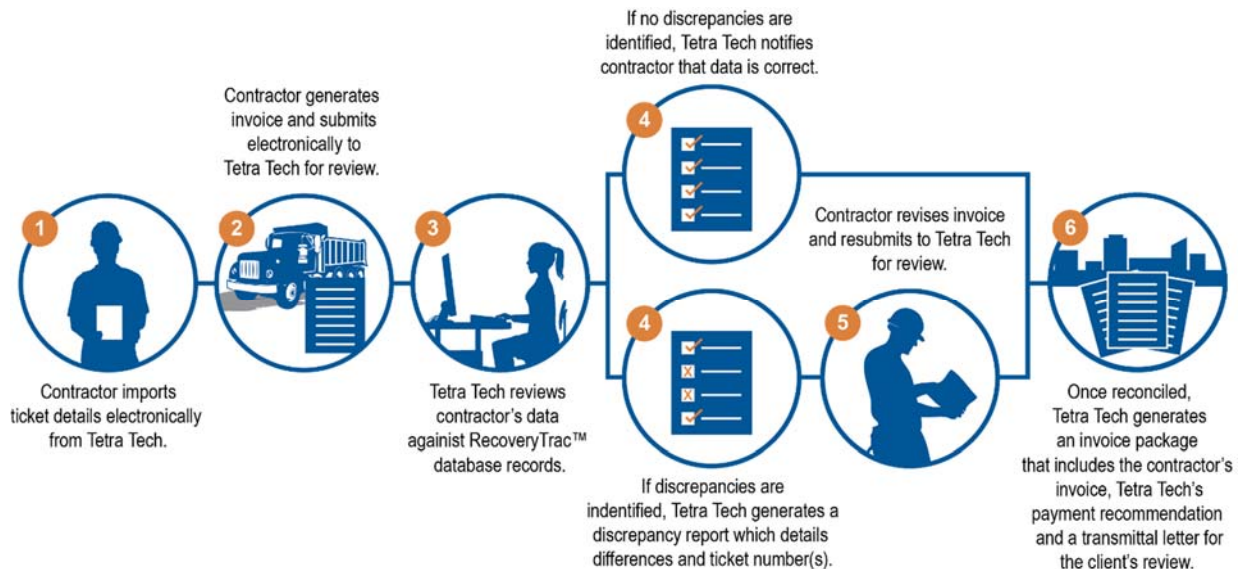
To expedite contractor invoice reconciliation efforts, Tetra Tech requires copies of contracts for all primary debris contractors. After reviewing the necessary contract(s), Tetra Tech sets up the RecoveryTrac™ database to generate transactions applicable to contract terms for tickets issued to each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

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

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

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

Exhibit 3-14: Contractor Invoice Reconciliation Process



3. CURRENT AND PROJECTED WORKLOAD

Tetra Tech takes great pride in the reliability and high quality of our services. Clients count on us to respond in their time of need, and we deliver. Tetra Tech has never failed to respond to our clients' deployment and mobilization needs, regardless of location or the type of disaster. To successfully manage multiple contracts, Tetra Tech reviews its projected workload and assesses the firm's staffing requirements on a continuous basis to make sure we can provide responsive services to all our clients.

Tetra Tech understands it is critical that the City partners with a trusted contractor who will respond immediately and provide high-quality services throughout the engagement. Tetra Tech staff members have experience in large-scale rapid deployments. Following Hurricanes Harvey and Irma, **Tetra Tech simultaneously deployed approximately 4,000 staff on behalf of 105 clients.**

Although we maintain multiple clients in Florida, our experience successfully managing numerous response and recovery operations in the State is proof that we have the staff, resources, and expertise to execute a safe and quick response and restore the City's normal operations as quickly as possible. Our staff of industry experts has applied the necessary project controls to efficiently document and complete field work and has provided follow-up support, including appeal development and closeout audit support months and, in some cases, years following the completion of field work.

QUICK FACT

Following Hurricane Irma, Tetra Tech simultaneously deployed over 2,400 staff in response to 67 clients in the State of Florida.

As requested in the City's request for proposal, Exhibit 3-16 summarizes the firm's current and projected workload for debris monitoring projects, including key personnel assigned.

Exhibit 3-16: Workload Summary

Client Name	Current and/or Projected Workload	Estimated Dollar Amount	Key Personnel Assigned
Hurricane Irma			
Polk County, FL	Current	\$5,947,987.00	Simon Carlyle
Osceola County, FL	Current	\$1,515,822.00	Simon Carlyle
Lake County, FL	Current	\$2,220,045.00	Simon Carlyle
Collier County, FL	Current	\$10,206,342.00	Anne Cabrera
Cape Coral, City of, FL	Current	\$640,750.00	Anne Cabrera
Charlotte County, FL	Current	\$60,000.00	Anne Cabrera
FDEP	Current	\$3,500,000.00	Ralph Natale
Miami Dade County, FL - Solid Waste	Current	\$3,500,000.00	Jonathan Burgiel
Miami Dade County, FL - Parks	Current	\$6,045,000.00	Jonathan Burgiel
Miami, City of, FL	Current	\$6,824,580.00	Jonathan Burgiel
Hurricane Harvey			
City of Houston, TX	Current	\$10,000,000.00	Ralph Natale
Fort Bend County, TX	Current	\$1,237,408.40	Ralph Natale
Orange County, TX	Current	\$1,020,225.00	Simon Carlyle
California Wildfires			
CalRecycle (Thomas Fire)	Current	\$12,000,000.00	Ralph Natale
USACE - Sonoma County	Current	\$10,000,000.00	Ralph Natale
USACE - Lake, Napa, Mendocino County	Current	\$6,000,000.00	Ralph Natale

4. COMPLIANCE WITH PUBLIC POLICIES

Compliance with Equal Opportunity and Non-Discrimination Laws

Tetra Tech is committed to providing employees and employee candidates the right to equal employment opportunity and a discrimination-free work environment, where employment practices are based on an individual's capabilities and qualifications without regard to race, gender, age, color, religion, national origin, sexual orientation, disability, veteran or marital status or any other protected characteristics as established by applicable law. This policy of equal employment opportunity applies to all personnel policies and procedures, including recruitment and hiring, promotions, transfers, and terminations, as well as compensation, benefits and other terms, conditions and privileges of employment.

Additionally, Tetra Tech takes affirmative action to recruit, hire and promote qualified minorities, women, disabled persons and covered veterans pursuant to Executive Order 11246 and other statutes that proscribe government

contractors from discriminating against any employee or applicant for employment because of race, color, religion, sex or national origin. Affirmative action efforts, objectives and strategies are documented in the company's Affirmative Action Plans (AAPs). Tetra Tech develops annual AAPs to identify any areas of underutilization of women and minorities in the workforce; and to establish good faith efforts to address any such areas of underutilization.

Subcontracting Affirmative Steps

As firm policy, Tetra Tech conscientiously looks for opportunities to work with small, women-, minority-owned and disadvantaged business enterprises where specific and individual capabilities complement our own for the benefit of the successful completion of a project. In fact, in 2016 Tetra Tech was presented with the **Mentor of the Year Award by the U.S. Agency for International Development's Office of Small and Disadvantaged Business Utilization**. The Mentor of the Year Award annually recognizes a large prime contractor for effective development assistance given to a small business. Tetra Tech received the award at the USAID Annual Small Business Conference held on May 4, 2016, in Washington, DC.

We have established working relationships with a number of small, women-, and minority-owned firms, and have worked with many agencies having equal employment opportunity requirements. In addition, we maintain a comprehensive file of the qualifications and experience of these firms to aide us in selecting appropriate subcontractors for specific project tasks. Should the need for a particular specialty arise during a project, Tetra Tech diligently promotes an equitable opportunity to subcontractors whose capabilities complement our own.

PAST PERFORMANCE AND REFERENCES

1. REFERENCES

Similar to the services being requested by the City of Coral Gables (City), our team has successfully assisted over 300 clients with recovering from the damaging effects of hurricanes, tropical storms, tornadoes, floods, and ice storms across the country. Our efforts have allowed our clients to maintain their focus on continuing daily operations while relying on us to oversee the management of debris removal operations and federal reimbursement in compliance with FEMA and FHWA guidelines and reimbursement procedures.

The following projects are a representative sample of our experience and accomplishments in performing similar services. As requested in the City’s RFP, we have selected projects that are similar in scope and magnitude to the City.

Disaster Debris Program Management – Hurricane Matthew
City of Port Orange, FL

Hurricane Matthew devastated the coastal community of Port Orange in October 2016 when it made landfall as a Category 2 hurricane. With 90% of residents left without power, there were numerous reports of downed powerlines and uprooted trees blocking local roadways, causing chaos throughout the county. Residents along the Halifax River experienced a storm surge of at least 3 feet, causing flooding damage for many local residents and destroying waterfront business and marinas along the coast.

Our team has been supporting Volusia County’s communities for many years and was available to assist the City prior to the storm making landfall as well as in the immediate aftermath. Within hours, Tetra Tech mobilized a team to assess the damage and begin the process of onboarding local debris monitors.

When pre-identified temporary debris management sites were deemed inefficient for the project operations, Tetra Tech staffed helped the City to identify and coordinate with the Florida Department of Environmental Protection (FDEP) to permit alternate sites.

In total, our team monitored over 428,000 cubic yards of debris and over 6,000 removals of hazardous hanging limbs and leaning trees. Tetra Tech used RecoveryTrac™ to document all loads and separate public and private road data after helping the City obtain FEMA approval for debris removal from private communities that were seriously impacted by the storm. Our geoportal provided City staff with visibility into project operations and gave them the information to communicate with City residents regarding the progress of debris removal and timelines for completion.



Reference/Project Information

Client Name: City of Port Orange, FL
Contact: Alexandra Torrent, Administrator
407 Virginia Avenue, Port Orange, FL 32127
Phone: (386) 506-5573
Email: atorrent@port-orange.org
Contract Term: October 2016 – January 2017
Dollar Value: \$872,394
Agency Size: 57,203 residents; 28.7 square miles
Volume of Debris: 428,471 cubic yards

Disaster Debris Program Management – Hurricanes Wilma and Irma

City of Naples, FL

Immediately following Hurricane Wilma's landfall, our team was on-site mobilizing an emergency response team to provide comprehensive disaster recovery services. We provided comprehensive collection and disposal monitoring activities. Approximately 40 collection monitors were deployed daily to monitor collection activities. The portions of the city that received collection services were mapped on a daily basis so that the City of Naples had a near real-time understanding of the progress that was being made. Our team was also responsible for monitoring activities for hazardous stump removal, tree removal, and private property right-of-entry (ROE) administration.

Perhaps the most important function that we provided was that of data management. Our staff entered and analyzed load tickets resulting from the debris monitoring process. Our team was also responsible for debris contractor invoice reconciliation and approval as well as assisting City and FEMA staff with the preparation of project worksheets for approximately \$9 million in FEMA funding.

Nearly 12 years after Hurricane Wilma, the City again was in the eye of the storm when Hurricane Irma made a second US landfall near the Naples coast. Tetra Tech mobilized to the area within hours of the wind dying down and spent several days in the emergency operations center working with municipal and county staff and the debris removal contractor planning for the debris removal mission.

Tetra Tech staff monitored over 200,000 cubic yards of debris removed from the City of Naples and nearly 1,000 hazardous hanging limbs, leaning trees, and stumps. Tetra Tech set up a geoportal for the City of Naples to view real-time debris removal information and help in their weekly reporting to elected officials. Tetra Tech is currently helping city staff to survey canals and prepare damage survey reports for potential funding of a waterway debris removal program.



Reference/Project Information

Client Name: City of Naples, FL
Contact: Ben Copeland, Public Works Analyst
380 Riverside Circle, Naples, FL 34102
Phone: (239) 213-7475
Email: bcopeland@naplesgov.com
Contract Term: Hurricane Wilma: 2006; Hurricane Irma: September 2017 – Present
Dollar Value: \$650,000 (Hurricane Irma)
Agency Size: 20,600 residents; 16.4 square miles
Volume of Debris:
Wilma: 162,869 CYs and Irma: 200,238 CYs

Disaster Debris Monitoring – Hurricane Irma

City of Doral, FL

Tetra Tech has had a long term contract with the City of Doral (Doral) and worked on an annual basis to prepare for a potential disaster debris operation. Immediately following Hurricane Irma, Tetra Tech was given a notice to proceed by Doral to provide Florida Emergency Management Agency (FEMA) required disaster debris monitoring services.

Within hours of the storm's passing, our team had deployed a full support team to assist with staging operations, project staffing and scheduling. Specific tasks of the project team included:

- Certification of trucks for Doral's debris hauler
- Monitoring right-of-way (ROW) debris removal efforts
- Providing tower monitors at temporary debris disposal sites

Reference/Project Information

Client Name: City of Doral, FL
Contact: Carlos Arroyo, Assistant Public Works Director/Chief of Construction
8401 NW 53rd Terrace, Doral, FL 33166
Phone: (305) 593-6740 x. 6009
Email: carlos.arroyo@cityofdoral.com
Contract Term: September 2017 - Present
Dollar Value: \$380,280
Agency Size: 45,704 residents; 13.6 square miles
Volume of Debris: 23,954 CYs

Section 4: Past Performance and References

- Surveying and monitoring Doral's stump and leaner/hanger removal program
- Management of debris removal efforts in Doral's parks
- Data management, QA/QC, and contractor invoice reconciliation and approval

After operations ceased, Tetra Tech participated in an event for Doral Managers to look at lessons learned. Tetra Tech will continue working with Doral to help them refine plans and be even better prepared for a future event.

Disaster Debris Monitoring – Hurricane Irma City of Dunedin, FL

In the days prior to Hurricane Irma's impact on the State of Florida, Tetra Tech and City of Dunedin (Dunedin) staff began coordination what would be an immediate response to the city's debris removal mission. Tetra Tech, having worked with Dunedin officials for nearly a decade, was in the unique position of being able to quickly identify Dunedin's immediate needs and work with the city's debris haulers to execute an efficient debris removal program.

In addition, Tetra Tech worked closely with Dunedin and Pinellas County officials to coordinate shared debris staging locations. Ultimately, the City engaged Tetra Tech in several different programs, including debris removal from parks and public golf courses, the use of multiple debris staging locations and the use of force account labor to remove debris.

In addition to monitoring all debris related activities, Dunedin has also retained the Financial Recovery Services Division of Tetra Tech.



Reference/Project Information

Client Name: City of Dunedin, FL
Contact: William Pickrum, Public Works
1070 Virginia Street, Dunedin, FL 34698
Phone: (727) 657-6408
Email: wpickrum@dunedinfl.net
Contract Term: September 2017-January 2018
Dollar Value: \$407,099
Agency Size: 35,321 residents; 28.2 square miles
Volume of Debris: 33,364 CYs

Disaster Debris Monitoring – Hurricane Irma City of Pinellas Park, FL

Located in the middle of the Tampa Bay Area, the City of Pinellas Park (Pinellas Park) activated Tetra Tech to monitor the removal of residential debris that was wide spread throughout the city following Hurricane Irma.

Tetra Tech was able to work with Pinellas Park to overcome several operational challenges, including limited temporary disposal space, unusual right-of-way configurations, and contractor delays.

Tetra Tech also worked closely with City officials to track force account debris removal and associated time and expenses.

Reference/Project Information

Client Name: City of Pinellas Park, FL
Contact: Kyle Arrison, Stormwater Supervisor
6051 78th Avenue, Pinellas Park, FL 33781
Phone: (727) 369-5621
Email: karrison@pinellas-park.com
Contract Term: September 2017 – January 2018
Dollar Value: \$1,171,800
Agency Size: 49,079 residents; 16.2 square miles
Volume of Debris: 29,060 CYs

2. DISCONTINUATION OF SERVICES

Tetra Tech has never had any contracts terminated for cause by a governmental agency related to disaster recovery services.

3. CHALLENGED DOCUMENTATION/REIMBURSEMENT AMOUNTS

Our staff has an outstanding track record of getting our clients reimbursed, with more than 300 major disaster recovery mobilizations over the past 10 years. Given the nature and scrutiny of FEMA reimbursement, it is not unusual for a local government to have one or more project worksheets questioned by FEMA/Office of Inspector General (OIG) during the audit process. We routinely work with our clients in these matters—oftentimes for years following an event—to support and defend their reimbursement.

Furthermore, **due to our staff's in-depth knowledge of FEMA reimbursement policies, we are often hired by applicants to assist them during FEMA/OIG audits and support them during FEMA appeals even when we have had no involvement with the applicant during the recovery period.** Our team of recovery experts recently worked with the Port of Galveston, Texas, to close out Hurricane Ike-related projects. Our team was able to identify and capture over \$80 million in previously unidentified or deobligated funding. The following is an example of successfully supporting the appeals effort of our clients with FEMA:

- **Port of Galveston, Texas (2010 – 2016).** The Port of Galveston experienced extensive damage due to storm-induced erosion caused by Hurricane Ike surge that reached heights upward of 20 feet. The pier was not designed to withstand the water weight and rapid draw down of the water. As a result, the concrete sheet pile was damaged and caused the fill underneath the warehouse slab to wash out, thus compromising the support of the warehouse floor. The floor collapsed near the most significant voids underneath the base. FEMA deemed the damage ineligible due to subtle erosion that happened over time. The Port of Galveston, with the assistance of our team of experts, submitted an appeal for eligibility and won the appeal resulting in an approval of a \$1.5 million for Pier 15. More importantly, the appeal approval has established precedence for the Port of Galveston's remaining Ike-damaged piers, enabling the Port of Galveston to apply for an additional \$80 million of funding due to damage caused by Hurricane Ike previously deemed ineligible.

PROPOSAL PRICING FORM – RFP 2018-001 DISASTER DEBRIS MONITORING SERVICES

Instructions: Proposer shall provide a **Unit Price** and **Extended Amount** for each of the services listed below. This Price Proposal Form shall be typed or printed in ink. In the event of errors in the Extended Amount, the unit prices shall govern in determining the quoted prices. Unit Prices shall include, but not be limited to, full compensation for labor, any and all equipment used, travel and related expenses and any and all other costs to the Proposer. The City will not pay and/or reimburse any additional costs including, but not limited to, travel, mileage, lodging, meals, and other travel and subsistence expenses. No overtime rates shall be paid by the City; unit prices shall include applicable overtime.

Unit Prices shall remain fixed and firm for the initial three (3) year term of the contract. Prior to each renewal term of the resulting agreement, unit prices may be negotiated by the City with the Successful Proposer.

Item	Description/Positions	Estimated Hours*	Unit of Measure	Unit Price	Extended Amount <i>(Unit Price x Estimated Hours)</i>
1	Project Manager	80	Hourly	\$ 78.00	\$ 6,240.00
2	Operations Manager	336	Hourly	\$ 62.00	\$ 20,832.00
3	Field Supervisors	1344	Hourly	\$ 44.00	\$ 59,136.00
4	Debris Loading Site Monitors	7056	Hourly	\$ 36.00	\$ 254,016.00
5	Debris Site/Tower Monitors	2352	Hourly	\$ 36.00	\$ 84,672.00
6	Clerical / Data Entry Supervisor (Data Manager)	160	Hourly	\$ 55.00	\$ 8,800.00
7	Clerical Staff / Data Entry Clerks	480	Hourly	\$ 0.00	\$ 0.00
8	Billing and Invoice Analyst	40	Hourly	\$ 45.00	\$ 1,800.00
9	Environmental Specialist	16	Hourly	\$ 65.00	\$ 1,040.00
10	GIS Analyst	16	Hourly	\$ 50.00	\$ 800.00
11	Administrative Assistant	40	Hourly	\$ 36.00	\$ 1,440.00
12	Public Assistance Coordinator	80	Hourly	\$ 92.00	\$ 7,360.00
				TOTAL: (Items 1 to 12) <i>(Sum of Extended Amounts)</i>	\$ 446,136.00

***These hours are not intended to represent the actual contract amount, but are an estimated representation of a typical work month and will be used for the sole purpose of evaluating proposals. This is a “requirements” based contract and no minimum amount of hours/work is guaranteed or implied.**

Other Optional Positions. Proposer may include other positions, with hourly rates and attach a job description for each position.

Item	Description / Position	Unit of Measure	Unit Price
1	See attached sheet	Hourly	\$
2		Hourly	\$
3		Hourly	\$
4		Hourly	\$
5		Hourly	\$

ADDITIONAL POSITIONS

Positions and Hourly Rates for Emergency Management Planning and Training

Exhibit 5-1 provides a listing of positions that may be required to complete the emergency management and planning tasks. The fees for these services can be provided to the City on a fixed fee or time and materials basis.

Exhibit 5-1: Emergency Management Positions with Hourly Rates

Labor Category	Hourly Labor Rate
Subject Matter Expert	\$240.00
Executive Consultant/Planner/Analyst	\$225.00
Principal Consultant/Planner/Analyst	\$210.00
Principal in Charge	\$190.00
Project/Program Manager	\$175.00
Supervising Consultant	\$158.00
Senior Consultant	\$150.00
Consultant III	\$135.00
Consultant II	\$125.00
Consultant I	\$110.00
Program Analyst	\$95.00
Consulting Aide	\$90.00
Planning Aide	\$80.00
Analytical Aide	\$75.00
Research Assistant II	\$66.00
Administrative Specialist III	\$60.00
Research Assistant	\$51.00
Administrative Specialist II	\$48.00
Administrative Specialist I	\$44.00

Positions and Hourly Rates for Public Assistance/Grant Management Consulting Services

Exhibit 5-2 provides a listing of positions that may be required to complete the grant management services listed in the proposal. The fees for these services can be provided to the City on a time and materials basis.

Exhibit 5-2: Financial Recovery Consulting Positions with Hourly Rates

Labor Category	Hourly Labor Rate
Senior FEMA Appeals Legal Specialist	\$350.00
Subject Matter Expert	\$225.00
Principal Consultant	\$190.00
Senior Program Manager	\$175.00
Program Manager	\$165.00
Supervising Consultant	\$145.00
Senior Consultant	\$125.00
Consultant	\$115.00
Junior Consultant	\$100.00
Consulting Aide/Cost Estimator	\$85.00
Analytical Aide/Surveyor	\$75.00
Research Assistant	\$51.00
Grant Program & Admin Support	\$35.00

EXHIBIT F
INSURANCE CERTIFICATES

RISK MANAGEMENT APPROVAL FORM

Name: Tetra Tech, Inc.			
Account Number: CE00002342			
Address: 1 S Wacker Drive, 37Th Floor, Chicago, IL, 60606			
Status: Compliant			
ACCOUNT INFORMATION			
Account Number: CE00002342			
Risk Type: Minimum Insurance Requirements			
Do Not Call: <input type="checkbox"/>		Address Updated: <input type="checkbox"/>	
ADDRESS INFORMATION			
Mailing Address:			
Insured:			
Address 1:			
Address 2:			
City:	State:	Zip:	Country:
CONTRACT INFORMATION			
Contract Number: RFP 2018-001 Disaster Debris Monitoring Services			
Contract Start Date:		Contract End Date:	
Contract Effective Date:		Contract Expiration Date:	
Description of Services:		Safety Form II:	
CONTRACT INFORMATION			
Contract Name: See contract # above		Email Address:	
Phone Number:		Fax Number:	
Approval Date:		Rush:	
Contract on File:		Certificate Received:	
Indemnification Agreement:		Tax ID:	
Lot Number:			
<u>For HR Purposes Only:</u>			
Approved: <input checked="" type="checkbox"/>		Disapproved: <input type="checkbox"/>	
 _____ Signature		5/9/18 _____ Date	



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/03/2018

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

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

PRODUCER Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
INSURED Tetra Tech, Inc. 1 S Wacker Drive 37th Floor Chicago IL 60606 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: National Union Fire Ins Co of Pittsburgh	19445
	INSURER B: AIG Europe Limited	AA1120841
	INSURER C: The Insurance Co of the State of PA	19429
	INSURER D: American Home Assurance Co.	19380
INSURER E: Lexington Insurance Company	19437	
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 570071049761**REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> X,C,U Coverage GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GL7468716	10/01/2017	10/01/2018	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA 428-80-55	10/01/2017	10/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$100,000			CSUSA1702199	10/01/2017	10/01/2018	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC014629496 WC014629497 WC014629498 WC014629499	10/01/2017 10/01/2017 10/01/2017 10/01/2017	10/01/2018 10/01/2018 10/01/2018 10/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
E	Env Contr Prof			028182375 Prof/Poll Liab SIR applies per policy terms & conditions	10/01/2017	10/01/2019	Each Claim \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Contract Number: RFP No. 2018-001, Job Description: Disaster debris monitoring services. The City of Coral Gables, its officers, employees and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability and Umbrella Liability policies as required by written contract. General Liability and Automobile Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions as required by written contract. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' Compensation policies as required by written contract. Stop Gap Coverage for the following states: OH, ND, WA, WY.

CERTIFICATE HOLDER**CANCELLATION**

City of Coral Gables Attn: Insurance Compliance PO Box 100085 - CE Duluth GA 30096 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West, Inc.</i>

From: ygonzalez@coralgables.com
To: Ruiz, David; Walker, Celeste; Ismael Centeno; Crystal Alonzo
druiz@coralgables.com,cwalker@coralgables.com,ismael.centeno@Ebix.com,crystal.alonzo@Ebix.com
CC: cityofcoralgables@Ebix.com
Subject: RE: Negotiations - RFP 2018-001 Disaster Debris Monitoring Services
Date: 5/7/2018 6:19:21 AM
Attachment(s):

Good morning David:

Attached is Tetra Tech's updated insurance documents. Please review at your earliest opportunity and confirm if they have cleared the below deficiencies.

Thanks,

Yusbel Gonzalez, CPPB
Procurement Specialist
City of Coral Gables
Procurement Division
2800 SW 72nd Avenue
Miami, FL 33155
Office: 305-460-5107 | Fax: 305-261-1601
Email: ygonzalez@coralgables.com
Website: www.coralgables.com/procurement



Please Note: Florida has a very broad Public Records Law. Most written communications to or from State and Local Officials regarding State or Local business are public records available to the public and media upon request. Your email communications may therefore be subject to public disclosure.

From: Ruiz, David
Sent: Friday, April 27, 2018 12:01 PM
To: Walker, Celeste; Ismael Centeno; Crystal Alonzo
Cc: Gonzalez, Yusbel; cityofcoralgables@ebix.com
Subject: RE: Negotiations - RFP 2018-001 Disaster Debris Monitoring Services

Izzy or Crystal, please open a new account, Minimum Requirements, Procurement. Please indicate the compliance status as noted below.

Celeste, the following is missing :

General Liability – A copy of the required Additional Insured Endorsement
General Liability – A copy of the required Primary and Non-Contributory Endorsement.

General Liability - A copy of the required Waiver of Subrogation Endorsement.
Auto Liability - A copy of the required Additional Insured Endorsement
Auto Liability - A copy of the required Primary and Non-Contributory Endorsement.
Auto Liability – A copy of the required Waiver of Subrogation Endorsement
Workers Comp –Waiver of Subrogation Wording on the Certificate of Insurance
Workers Comp –A copy of the required Waiver of Subrogation Endorsement

Please be advised the requested copies of the above referenced endorsements are separate additional documents from the certificates of insurance. Therefore, having only the endorsements being stated on the certificates of insurance without actual copies of the endorsements is not sufficient as the Certificates of Insurance alone as stated in all capital letters on the top of the certificates “..... CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER...”

David J. Ruiz
Risk Manager JD CPCU
City of Coral Gables
2801 Salzedo Street, 2nd Floor
Coral Gables FL 33134
305-460-5528
druiz@coralgables.com

From: Walker, Celeste
Sent: Friday, April 27, 2018 11:05 AM
To: Ruiz, David <druiz@coralgables.com>
Cc: Gonzalez, Yusbel <ygonzalez@coralgables.com>
Subject: FW: Negotiations - RFP 2018-001 Disaster Debris Monitoring Services

David,

Attached you will find the insurance endorsements for the above referenced project and vendor Tetra Tech. Please review and advise.

Thanks,



Celeste S. Walker, MBA, CPSM, CPPO
Assistant Finance Director for Procurement
City of Coral Gables
Procurement Division
2800 SW 72nd Avenue

Miami, FL 33155
Office: 305-460-5101 | Fax: 305-261-1601
Email: cwalker@coralgables.com
Website: www.coralgables.com/procurement



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From: Kamara, Betty [<mailto:Betty.Kamara@tetrattech.com>]
Sent: Friday, April 27, 2018 10:58 AM
To: Walker, Celeste
Cc: Katsaris, Pamela; Dannemiller, Brook; Cabrera, Anne; Natale, Ralph; Gonzalez, Yusbel
Subject: RE: Negotiations - RFP 2018-001 Disaster Debris Monitoring Services

Good Morning-

Attached is Tetra Tech's insurance certificate.

Please contact me directly should you have any questions.

Thank you,
Betty

Betty Kamara | Contracts Administrator
Direct +1 (321) 441-8518 | Mobile +1 (407) 803-2551 | Fax +1 (321) 441-8501 | betty.kamara@tetrattech.com

Tetra Tech | Complex World, Clear Solutions™ | Emergency Management and Community Resilience Division

From: Walker, Celeste [<mailto:cwalker@coralgables.com>]
Sent: Friday, April 27, 2018 10:55 AM
To: Cabrera, Anne <Anne.Cabrera@tetrattech.com>; Gonzalez, Yusbel <ygonzalez@coralgables.com>; Kamara, Betty <Betty.Kamara@tetrattech.com>; Natale, Ralph <Ralph.Natale@tetrattech.com>
Cc: Katsaris, Pamela <pkatsaris@coralgables.com>; Dannemiller, Brook <BDannemiller@coralgables.com>
Subject: RE: Negotiations - RFP 2018-001 Disaster Debris Monitoring Services

Thanks.



Celeste S. Walker, MBA, CPSM, CPPO
Assistant Finance Director for Procurement
City of Coral Gables
Procurement Division
2800 SW 72nd Avenue
Miami, FL 33155

Office: 305-460-5101 | Fax: 305-261-1601
Email: cwalker@coralgables.com
Website: www.coralgables.com/procurement



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From: Cabrera, Anne [<mailto:Anne.Cabrera@tetrattech.com>]
Sent: Friday, April 27, 2018 10:54 AM
To: Walker, Celeste; Gonzalez, Yusbel; Kamara, Betty; Natale, Ralph
Cc: Katsaris, Pamela; Dannemiller, Brook
Subject: RE: Negotiations - RFP 2018-001 Disaster Debris Monitoring Services

Ralph is out for a couple days, but working on this. We will get you an update next week.

Anne Cabrera | Deputy Director, Post Disaster Programs
Direct +1 (321) 441-8500 | Mobile +1 (954) 559-4951 | Fax +1 (321) 441-8501 | anne.cabrera@tetrattech.com

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From: Walker, Celeste [<mailto:cwalker@coralgables.com>]
Sent: Friday, April 27, 2018 10:53 AM
To: Cabrera, Anne <Anne.Cabrera@tetrattech.com>; Gonzalez, Yusbel <ygonzalez@coralgables.com>; Kamara, Betty <Betty.Kamara@tetrattech.com>; Natale, Ralph <Ralph.Natale@tetrattech.com>
Cc: Katsaris, Pamela <pkatsaris@coralgables.com>; Dannemiller, Brook <BDannemiller@coralgables.com>
Subject: RE: Negotiations - RFP 2018-001 Disaster Debris Monitoring Services

Thanks Anne. I think we are still missing the updated pricing.



Celeste S. Walker, MBA, CPSM, CPPO
Assistant Finance Director for Procurement
City of Coral Gables
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Office: 305-460-5101 | Fax: 305-261-1601
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Website: www.coralgables.com/procurement



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From: Cabrera, Anne [<mailto:Anne.Cabrera@tetrattech.com>]
Sent: Friday, April 27, 2018 10:42 AM
To: Gonzalez, Yusbel; Kamara, Betty; Natale, Ralph
Cc: Walker, Celeste; Katsaris, Pamela; Dannemiller, Brook
Subject: RE: Negotiations - RFP 2018-001 Disaster Debris Monitoring Services

Good morning,

Attached is the checklist we discussed and below are the main points of contact for Tetra Tech. Betty will be sending the insurance certificate to you in a separate email.

Ralph Natale | Director, Post Disaster Programs
Direct +1 (321) 441-8523 | Mobile +1 (407) 580-8184 | ralph.natale@tetrattech.com

Anne Cabrera | Deputy Director, Post Disaster Programs
Mobile +1 (954) 559-4951 | anne.cabrera@tetrattech.com

Phil Ivey | Senior Project Manager, Post Disaster Programs
Mobile +1 (850) 777-0279 | phil.ivey@tetrattech.com

Betty Kamara | Contracts Administrator
Direct +1 (321) 441-8518 | Mobile +1 (407) 803-2551 | Fax +1 (321) 441-8501 | betty.kamara@tetrattech.com

Thanks,

Anne Cabrera | Deputy Director, Post Disaster Programs
Direct +1 (321) 441-8500 | Mobile +1 (954) 559-4951 | Fax +1 (321) 441-8501 | anne.cabrera@tetrattech.com

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From: Gonzalez, Yusbel [<mailto:ygonzalez@coralgables.com>]
Sent: Thursday, April 26, 2018 11:10 AM
To: Kamara, Betty <Betty.Kamara@tetrattech.com>; Natale, Ralph <Ralph.Natale@tetrattech.com>; Cabrera, Anne <Anne.Cabrera@tetrattech.com>
Cc: Walker, Celeste <cwalker@coralgables.com>; Katsaris, Pamela <pkatsaris@coralgables.com>; Dannemiller, Brook <BDannemiller@coralgables.com>
Subject: RE: Negotiations - RFP 2018-001 Disaster Debris Monitoring Services
Importance: High

Betty/Ralph/Anne:

Good morning. I am following up on our negotiation discussion this past Monday April 23rd. We have not received the updated BAFO. Can you please send this to us today?

Also, we need the Certificates of Insurance listing the coverage outlined in Section 5 of the RFP (attached for quick reference).

Lastly, we discussed a "checklist" that TetraTech has in preparation for pre-hurricane season. Can you please send that to us as well?

Thanks,

Yusbel Gonzalez, CPPB
Procurement Specialist
City of Coral Gables
Procurement Division
2800 SW 72nd Avenue
Miami, FL 33155
Office: 305-460-5107 | Fax: 305-261-1601
Email: ygonzalez@coralgables.com
Website: www.coralgables.com/procurement



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From: Gonzalez, Yusbel
Sent: Monday, April 23, 2018 9:09 AM
To: 'Kamara, Betty'
Cc: Natale, Ralph; Cabrera, Anne; Walker, Celeste; Katsaris, Pamela; Dannemiller, Brook
Subject: RE: Negotiations - RFP 2018-001 Disaster Debris Monitoring Services

Good morning Betty:

Thank you very much. I am in receipt of the BAFO.

Sincerely,

Yusbel Gonzalez, CPPB
Procurement Specialist
City of Coral Gables
Procurement Division
2800 SW 72nd Avenue
Miami, FL 33155
Office: 305-460-5107 | Fax: 305-261-1601
Email: ygonzalez@coralgables.com
Website: www.coralgables.com/procurement



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From: Kamara, Betty [<mailto:Betty.Kamara@tetrattech.com>]
Sent: Thursday, April 19, 2018 4:24 PM
To: Gonzalez, Yusbel
Cc: Natale, Ralph; Cabrera, Anne; Walker, Celeste; Katsaris, Pamela; Dannemiller, Brook
Subject: RE: Negotiations - RFP 2018-001 Disaster Debris Monitoring Services

Good Afternoon Yusbel-

Per your below request, I have attached Tetra Tech's BAFO.

Please contact Ralph or Anne directly should you have any questions.

Thank you,
Betty

Betty Kamara | Contracts Administrator
Direct +1 (321) 441-8518 | Mobile +1 (407) 803-2551 | Fax +1 (321) 441-8501 | betty.kamara@tetrattech.com

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From: Gonzalez, Yusbel [<mailto:ygonzalez@coralgables.com>]
Sent: Wednesday, April 18, 2018 9:08 AM
To: Cabrera, Anne <Anne.Cabrera@tetrattech.com>; Kamara, Betty <Betty.Kamara@tetrattech.com>
Cc: Walker, Celeste <cwalker@coralgables.com>; Katsaris, Pamela <pkatsaris@coralgables.com>;
Dannemiller, Brook <BDannemiller@coralgables.com>
Subject: Negotiations - RFP 2018-001 Disaster Debris Monitoring Services
Importance: High

Dear Ms. Cabrera and Kamara:

On Tuesday, April 10th, the City Commission adopted a resolution to award RFP 2018-001 to Tetra Tech, Inc., and to negotiate and execute a Professional Services Agreement for Disaster Debris Monitoring Services.

At this time, we would like to request that you please review **all** hourly rates proposed in your response to this RFP (copy attached) and consider providing any additional reductions, particularly to the rates proposed for Clerical/Data Entry Supervisor (Data Manager); Billing and Invoice Analyst; and Administrative Assistant. We would like to receive a response to this request by no later than Friday, April 20th at 2:00 PM.

While the above is being worked on, we would like to set up a telephone conference call with you, as well as the Project Manager and Operations Manager, on Monday April 23rd, 2018. Please let us know what is your team's availability on that day so we can schedule the meeting. The attached agenda highlights the items we will be discussing.

Sincerely,

Yusbel Gonzalez, CPPB

Procurement Specialist
City of Coral Gables
Procurement Division
2800 SW 72nd Avenue
Miami, FL 33155
Office: 305-460-5107 | Fax: 305-261-1601
Email: ygonzalez@coralgables.com
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Please Note: Florida has a very broad Public Records Law. Most written communications to or from State and Local Officials regarding State or Local business are public records available to the public and media upon request. Your email communications may therefore be subject to public disclosure.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2017 forms a part of

Policy No. CA 428-80-55

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND
TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY
TO THE EXTENT OF SUCH PERSON'S OR ORGANIZATION'S
LIABILITY ARISING OUT OF THE USE OF A COVERED "AUTO".

I. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2017 forms a part of
policy No. CA 428-80-55

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2017 forms a part of

policy No. CA 428-80-55

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.



AUTHORIZED REPRESENTATIVE

EXHIBIT G
SAMPLE NOTICE TO PROCEED (NTP)

DISASTER DEBRIS MONITORING SERVICES

Notice to Proceed (NTP) No. _____

This Notice to Proceed (NTP) is issued between the City of Coral Gables and (PROFESSIONAL) as required pursuant to the Professional Services Agreement for Disaster Debris Monitoring Services (RFP 2018-001).

This Task Authorization provides for services in accordance with Exhibit "A" of the Agreement and further detailed in the Scope of Work below.

The not-to-exceed amount for this NTP is \$_____ ; exceeding this amount is at the Professional's risk (in accordance with 2 CFR §200.318 (j)).

Time is of the essence and work for this Task Authorization must be completed prior to _____.

SCOPE OF WORK:

EXHIBIT H
2 C.F.R. s. 200.317 – s.200.326

ELECTRONIC CODE OF FEDERAL REGULATIONS

e-CFR data is current as of May 3, 2018[Title 2](#) → [Subtitle A](#) → [Chapter II](#) → [Part 200](#) → [Subpart D](#) → Subject Group

Title 2: Grants and Agreements

[PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS](#)[Subpart D—Post Federal Award Requirements](#)

PROCUREMENT STANDARDS**§200.317 Procurements by states.**

When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with §200.322 Procurement of recovered *materials* and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. All other non-Federal entities, including subrecipients of a state, will follow §§200.318 General procurement standards through 200.326 Contract provisions.

§200.318 General procurement standards.

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as

contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.213 Suspension and debarment.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 43309, July 22, 2015]

§200.319 Competition.

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

(1) Placing unreasonable requirements on firms in order for them to qualify to do business;

(2) Requiring unnecessary experience and excessive bonding;

(3) Noncompetitive pricing practices between firms or between affiliated companies;

(4) Noncompetitive contracts to consultants that are on retainer contracts;

(5) Organizational conflicts of interest;

(6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and

(7) Any arbitrary action in the procurement process.

(b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

§200.320 Methods of procurement to be followed.

The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

(i) A complete, adequate, and realistic specification or purchase description is available;

(ii) Two or more responsible bidders are willing and able to compete effectively for the business; and

(iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

(i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

(ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;

(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified

competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

(1) The item is available only from a single source;

(2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or

(4) After solicitation of a number of sources, competition is determined inadequate.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 54409, Sept. 10, 2015]

§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

§200.322 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

§200.323 Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

§200.324 Federal awarding agency or pass-through entity review.

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

§200.325 Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§200.326 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

[Need assistance?](#)

EXHIBIT I
PROFESSIONAL'S PRE-HURRICANE SEASON CHECKLIST

Contact Information

Name, Title, Phone Number and Email for each of the following contact areas

- Field Operations
- Financial (Invoices)
- FEMA Coordination
- Who gets daily reports?

Documents

The specific items we want to obtain for planning purposes and to be able to pre-populate our database.

- Maps with zone overlays
- DMS and Disposal Site details
- GIS Data – ideally a road centerline with maintenance responsibility
- Copies of all hauler contracts with services and rates

Operational Plans

- Do you have an up to date debris management plan? Can you provide a copy for Tetra Tech review?
- How will disposal be handled? Are you planning on opening temporary debris management sites? Have potential sites been identified? Are there options for final disposal already owned/managed by the city or will they be contracting with another municipality/private agency to accept their debris? How will tipping fees be handled (direct bill v. pass-through from their hauler)? Will the city be accepting debris for other applicants and how do they anticipate handling the billing/ownership?
- What are resident's expectations in regard to privately maintained roads (PPDR)? Does the City have the legal authority to remove debris from private property if they wanted to?

**EXHIBIT J
MAIN POINTS OF CONTACT**

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