



North Bay Village

OFFICIAL AGENDA REGULAR VILLAGE COMMISSION MEETING VILLAGE HALL TUESDAY, JUNE 11, 2019 6:30 P.M.

NOTICE IS HEREWITH GIVEN TO ALL INTERESTED PARTIES THAT IF ANY PERSON SHOULD DECIDE TO APPEAL ANY DECISION MADE AT THE FORTHCOMING MEETING OF THE VILLAGE COMMISSION, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, HE OR SHE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE VILLAGE FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

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1. Opening Items

A. Call to Order

B. Roll Call

C. Pledge of Allegiance

D. Invocation

2. Order of Business

3. Presentations

A. Proclamations and Awards

1. NBV Scholarship Award Winners

2. Pride Month Proclamation – *Sponsored by Mayor Latham*

B. Special Presentations to Commission

1. Performance by Recipient of the Optimist Club Bruce Patterson Music and Art Scholarship

4. Open Forum

5. Approval of Commission Minutes

- A. February 5, 2019 - 2nd Regular Village Commission Meeting**
- B. February 12, 2019 - Regular Village Commission Meeting**

6. Grant Writer's Written Report

7. Advisory Board Minutes/Written Reports

- A. Animal Control Advisory Board**
 - i. Board Chair Cecilia Veloz
- B. Business Development Advisory Board**
 - i. Board Chair Timothy Dennis
- C. Citizens Budget & Oversight Board**
 - i. Board Chair Jack Rattner
- D. Community Enhancement Board**
 - i. Board Chair Dale Penn
- E. Planning & Zoning Board**
 - i. Board Chair Bud Farrey
- F. Resident Service Board**
 - i. Board Chair Indira Dejtjar
- G. Sustainability and Resiliency Task Force**
 - i. Task Force Chair Denise O'Brien

8. Village Commission's Report

9. Village Attorney's Report

10. Village Manager's Report

- A. 2019 Projects Progress Report

11. Consent Agenda

Matters on the Consent Agenda are self-explanatory and are not expected to require discussion or review. Items will be adopted by one motion. If discussion is desired by any member of the Commission, that item must be removed from the Consent Agenda and will be considered separately.

A. Staff Items

- 1. Urging the State Legislature and Federal Government to Initiate a Study of the Health Effects of Small Cell Towers Built to Accommodate 5g Technology and to Develop Installation Guidelines Protecting the Health and Welfare of Residents – Sponsored by Commission Jackson**

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA URGING THE STATE LEGISLATURE AND FEDERAL GOVERNMENT TO INITIATE A STUDY OF THE HEALTH EFFECTS OF SMALL CELL TOWERS BUILT TO ACCOMMODATE 5G TECHNOLOGY AND TO DEVELOP INSTALLATION GUIDELINES PROTECTING THE HEALTH AND WELFARE OF RESIDENTS; PROVIDING FOR AN EFFECTIVE DATE.

2. Granicus Agenda Management Program - *Elora Riera, Village Clerk*

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 36.25(H) OF THE VILLAGE CODE OF ORDINANCES, APPROVING THE PURCHASE OF GRANICUS LEGISTAR SOFTWARE PLATFORM FOR AGENDA MANAGEMENT; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE

3. Disaster Debris Monitoring – *Jose Olivo, Public Works Director*

4. Utility Sanitary Sewer System Model – *Jose Olivo, Public Works Director*

5. Florida Beautification Grant Financial Update – *LaKeesha Morris, Grant Writer*

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER OR HIS DESIGNEE TO APPLY FOR AND ACCEPT A BEAUTIFICATION GRANT, AND ENTER INTO A BEAUTIFICATION GRANT, LANDSCAPE CONSTRUCTION, AND MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

B. Proclamation/Award/Village Key Requests

12. Discussion/Action Items

A. Unfinished Business

B. New Business

1. North Bay Village Forfeiture Matter – *Sponsored by Dr. Ralph Rosado, Interim Village Manager*

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE SETTLEMENT AND RELEASE OF CASE NO. 2016-CA-018459, IN RE FORFEITURE OF \$659,968.38 IN U.S. CURRENCY SEIZED FROM CITIBANK BY NORTH BAY VILLAGE (ASSOCIATED WITH RACHEL DUGGER); AUTHORIZING THE VILLAGE MANAGER TO EXECUTE SETTLEMENT DOCUMENTS;

PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE

2. **Pilot Program for Motorized Scooters** - *Sponsored by Commissioner Strout*
3. **Miami Beach Parks and Recreation Discount for Use of Normandy Pool** - *Sponsored by Commissioner Strout*
4. **Short-Term Vacation Rental Application Denial Appeal – 7700 Miami View Drive** - *Sponsored by Dr. Ralph Rosado, Interim Village Manager*
5. **North Bay Village Community Foundation – Sponsored by Dr. Ralph Rosado, Interim Village Manager**
6. **Special Election in November – Sponsored by Commissioner Strout**

13. First Reading of Ordinances

Please be advised that if you wish to comment upon any of these quasi-judicial items, please inform the Mayor when public comment is open. An opportunity for persons to speak on each item will be made available after the applicant and staffs have made their presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to cross-examination. If you refuse to be cross-examined or sworn-in, your testimony will be given its due weight. The general public will not be permitted to cross-examine witnesses, but the public may request the Commission ask questions of staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Further, details of the quasi-judicial procedures may be obtained from the Village Clerk.

- A. **Short-Term Vacation Rentals – Sponsored by Mayor Brent Latham and Co-Sponsored by Commissioner Jose Alvarez**
- B. **Schonberger Tot Lot Park Age Restrictions – Sponsored by Mayor Latham and Co-Sponsored by Commissioner Jackson**

14. Public Hearings

Please be advised that if you wish to comment upon any of these quasi-judicial items, please inform the Mayor during public comments. An opportunity for persons to speak on each item will be made available after the applicant and staff have made their presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to cross-examination. If you refuse to be cross-examined or sworn-in, your testimony will be given its due weight. The general public will not be permitted to cross-examine witnesses, but the public may request the Commission ask questions of staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Further, details of the quasi-judicial procedures may be obtained from the Village Clerk.

A. Business Tax Receipts

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING TITLE XI, CHAPTER 110, ENTITLED “GENERAL LICENSING AND OTHER PROVISIONS,” OF THE VILLAGE CODE OF ORDINANCES BY UPDATING THE BUSINESS TAX RECEIPT ISSUANCE PROCESS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

B. Invasive Species

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE VILLAGE CODE OF ORDINANCE BY THE CREATION OF SECTION 100.03, "PROHIBITED VEGETATION"; PROHIBITING THE PLANTING OF INVASIVE PLANT SPECIES; PROVIDING FOR PENALTIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

15. Adjournment



North Bay Village

SPECIAL VILLAGE COMMISSION MEETING MINUTES

FEBRUARY 5, 2019

6:30 P.M.

1666 Kennedy Causeway, #101, North Bay Village, FL 33141

1. CALL TO ORDER

Mayor Brent Latham called the meeting to order at 6:36 p.m.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

INVOCATION

Reverend Rodolfo Santana gave the Invocation.

ROLL CALL

The following were present at the meeting: Mayor Brent Latham, Vice Mayor Marvin Wilmoth, Commissioner Jose Alvarez, Commissioner Andreana Jackson, Commissioner Juliana Strout, Interim Village Attorney Lewis Velken, Village Attorney Norman Powell, Interim Village Clerk Graciela Mariot, Finance Director Bert Wrains, Village Grant Writer Lakeesha Morris, and Acting Police Chief Brian Collins.

2. **A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA APPROVING STATEMENT OF WORK FROM ALVAREZ & MARSAL PUBLIC SECTOR SERVICES, LLC FOR PROFESSIONAL CONSULTING / ADVISORY SERVICES TO PERFORM AN INDEPENDENT EVALUATION OF THE VILLAGE FINANCE DEPARTMENT, HUMAN RESOURCES AND OPERATIONAL FUNCTIONS IN ORDER TO IMPROVE THE VILLAGE FINANCIAL AND OPERATIONAL EFFICIENCY AND PROVIDE THE VILLAGE WITH A STRATEGIC PLAN TO IMMEDIATELY ADDRESS THE VILLAGE DISTRESSED OPERATIONS AND TO PROVIDE INTERIM VILLAGE MANAGEMENT SUPPORT SERVICES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE (*INTRODUCED BY MAYOR BRENT LATHAM*)**

Mayor Latham explained that in recent months, he has observed many issues with the structure and operations of the Village, which he did not feel were set up in a logical organizational structure. He believed the Village could benefit from professional assessment

and advice. Alvarez and Marsal is an internationally recognized consulting firm with a specialty in municipal government. The firm is asked to address three aspects of local government: Human Resources, finances, and interim Village management.

Tom Shaffer, Co-National Practice Leader Alvarez and Marsal Public Sector Services, LLC, provided a brief overview of the firm, which is the world's largest restructuring entity. Sheena Gordon, Senior Director, described the financial and Human Resources assessments of the Village that the firm will undertake.

Matt McCleary, Project Manager, reviewed the elements of the firm's Village Management Support plan, which includes:

- Discussing strategies with the Interim Village Manager and the Commission to determine principles and priorities
- Assessing Village Departments and employees to determine what training is needed
- Developing recruitment strategies for Village Manager and other position candidates

Nancy Zielke, Senior Director, reviewed the firm's experiences with multiple state and local governments, advising that their distressed government work includes assisting emergency managers, creating deficit elimination plans, identification of cost savings, and local economic development. Mr. Shaffer concluded that Alvarez and Marsal will make actionable recommendations to the Village as well as a road map to their implementation.

At this time the Mayor opened public comment.

Paul Crespo, resident, was concerned that the Village is already paying a consultant for Village Management Advisory Support. He expressed concern with the expense the Village would be taking on with Alvarez and Marsal, and suggested the best action might be to hire a more experienced Village Manager.

Laura Cattabriga, resident, felt bringing in a consultant was a step in the right direction, although she was also concerned with the price. She asked if other proposals were sought and if the Village had negotiated price with Alvarez and Marsal.

Petra Bowen, resident, raised concern with the procurement process for Alvarez and Marsal, stating that this process does not follow the Village's Charter; nor had the process by which Interim Village Manager Lewis Velken had been appointed to that position. She emphasized the need for the Village to address these and other concerns with Village management.

Connie Leon Kreps, resident, commended the Mayor for bringing in an independent consultant to assess the needs of the Village, and urged the Commissioners to support this effort. She recommended retaining Interim Village Manager Velken while the consulting firm assists them in identifying a permanent replacement.

Jack Rattner, Chair of the Citizens Budget and Oversight Board, spoke in favor of bringing in an independent consultant to assist the Village. He was concerned with the lack of procedures, oversight, and management, and agreed that an outside team was needed to manage the current crisis.

Luis Torrego, resident, stated that the Commission is taking the wrong approach and expressed concern with recent terminations. He urged the Commission to hire permanent replacements for these positions before bringing in consultants to work with the new team.

As there were no other individuals wishing to speak at this time, Mayor Latham closed public comment.

Commissioner Jackson asserted that the Village needed to bring in an independent consultant in other to move forward in the right direction. She felt the consulting team should review all the Village's Departments, including the Police Department. In order to preserve continuity, she did not believe the Village should change its Interim Village Manager at the same time that Alvarez and Marsal were brought on board.

Mayor Latham advised that Alvarez and Marsal's proposed time frame for the financial assessment is five weeks, with another three weeks for the Human Resources assessment. The time frame associated with the search for an Interim Village Manager is more flexible, as it is dependent upon the time necessary to identify an individual for this position. With regard to cost, he characterized the consultant's price as an investment, adding that the cost of the firm would ultimately be less than the cost of continuing present practices, particularly regarding the Village's finances.

Mr. Shaffer advised that the finance assessment is \$40,000/week for five weeks, followed by the Human Resources assessment at the same cost for three weeks. Village Management and Advisory Support services will run concurrently at \$20,000/week for as long as it takes to complete these tasks.

Vice Mayor Wilmoth requested additional information on cost negotiations regarding the contract price. Mayor Latham replied that there was some negotiation of pricing. While the Village Charter specifies a bidding process, the Commission may determine that in an emergency situation, it may be preferable to move on a single bid. Commissioner Strout agreed with Vice Mayor Wilmoth that it would be wise to revisit the proposed cost before entering into a contract; however, the Village is in need of clear and consistent policies and procedures which are not currently in place.

Village Attorney Norman Powell commented that once the assessment process has begun, the Commission and Village Administration were more likely to be able to estimate what is needed with regard to other departments within the first one to two weeks of the process.

Commissioner Jackson made a motion, duly seconded, to approve the Resolution for an eight-week period that includes HR, finance, and interim manager services.

It was clarified that interim management advisory support services would include interaction with the full Village administration. Vice Mayor Wilmoth suggested that at the end of the eight-week period, the team would discuss the process further with the Mayor to determine if any additional time needed at that point.

In a roll call vote, the motion carried 5-0.

Mayor Latham explained that the Village's first intention was to contract with Mr. McCleary of Alvarez and Marsal as Interim Village Manager; however, the Village Charter does not permit establishing this type of relationship. Instead, Mr. McCleary will provide advice and counsel to the Interim Village Manager. Brian Collins will serve as Interim Village Manager and assume the role of community liaison.

3. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA APPOINTING BRIAN COLLINS AS INTERIM VILLAGE MANAGER; SETTING AN EFFECTIVE DATE (INTRODUCED BY MAYOR BRENT LATHAM)

Brett Schneider, attorney with Village labor counsel Weiss Serota Helfman Cole and Bierman, recalled that concerns were recently raised regarding the relationship between the Village and Interim Village Manager Velken, who had been previously employed by Miami-Dade County as a Police Officer and had retired with a pension under the Florida Retirement System (FRS). The Village, Interim Village Manager Velken, and a third party, Stephanie Leon, had entered into a relationship in April 2018, whereby the Village paid a contract price to Ms. Leon and Ms. Leon paid the Interim Village Manager 80% of that price. The price was based on Interim Village Manager Velken's former salary, less benefits.

Attorney Schneider advised that it was his understanding that the arrangement was entered into in an attempt to avoid any FRS issues. FRS rules indicate that if an individual receiving an FRS pension is hired by another entity participating in that system within six months of retirement from their prior employer, that individual's retirement is considered void and they must pay back all pension benefits they have received as a retiree. Should the person be hired by another participating entity within six to twelve months, pension benefits are suspended until the twelve-month period has expired.

Attorney Schneider stated that he did not know whether or not this poses an issue with FRS, as that system will not offer an informal opinion. Because Interim Village Manager Velken's retirement from Miami-Dade County occurred on January 31, 2018, that one-year period is currently complete. Should FRS determine that an issue exists, the only individual that will be affected is Interim Village Manager Velken himself: there would be no impact on the Village. Attorney Schneider has not advised the Village to seek a formal opinion from FRS at this time.

Mr. Velken is currently not an employee of the Village, as he continues to be an employee of the third party. Should the Village wish to continue its association with Interim Village Manager Velken, it is recommended that his employment be converted to W-2 status, as his current status raises issues such as the lack of federal income tax, Social Security, or other required withholding.

Mayor Latham advised that should the Commission choose to employ Interim Village Manager Velken, Attorney Schneider has written an offer letter that spells out the terms of this association, including an agreed-upon job title and salary, with no additional benefits. Should any issues arise from his previous relationship with the Village, Interim Village Manager Velken would be responsible for them and must indemnify the Village based on his prior arrangement.

Mayor Latham continued that he was disappointed that the Village had entered into an agreement of this nature with Interim Village Manager Velken, which he characterized as an

ethical and moral issue. Vice Mayor Wilmoth recommended that the Village should reduce its risk by bringing Interim Village Manager Velken on board as an employee. Commissioner Strout did not feel the Commission should take any action that suggested Mr. Velken's previous status and actions were ethically acceptable. Commissioner Jackson observed that the Village needed the continuity that could be provided by entering into an appropriate agreement with the Interim Village Manager. Commissioner Alvarez commented that he would not have entered into an agreement like the previous relationship between the Village and the Interim Village Manager.

At this time Mayor Latham opened public comment.

Petra Bowen, resident, asked why the issue of Interim Village Manager Velken's employment status had been hidden if it was not above-board. She felt the Interim Village Manager should not be given the opportunity to become an employee of the Village.

Kevin Verricker, resident, was surprised the Village has not reached out to the FRS for a formal opinion. He asserted that the FRS may assess penalties against employers, and suggested that any member of the Commission responsible for signing checks may also have some liability if they signed payments related to the contract to which Ms. Leon was a party

Laura Cattabriga, resident, asserted that the previous Commission was not aware of the nature of the employment agreement with Interim Village Manager Velken. She recommended that the Commission not place an inexperienced individual into this Interim role.

Denise O'Brien, resident, did not feel the Commission should enter into further association with Interim Village Manager Velken due to the issues related to his previous employment with the Village.

Mitch Edelstein, resident, stated that Interim Village Manager Velken is innocent of any wrongdoing until proven otherwise, and pointed out that before the current issue arose, the consensus was that the Interim Village Manager was doing a good job.

Tim Dennis, resident, stated that he was disappointed in the actions of the Interim Village Manager, which he characterized as a breach of trust. He requested more information on how this situation had occurred.

Jack Rattner, Chair of the Citizens Budget and Oversight Board, did not feel that bringing Interim Village Manager Velken on board as a Village employee could be construed as rewarding bad behavior. He felt the root of the issue may have involved bad legal advice.

Graham Penn of Bercow Radell Fernandez and Larkin, attorney, advised that this issue is relevant to a zoning modification in which he is involved, and urged the Commission to give the Interim Village Manager authority to execute this and similar actions.

Douglas Hornsby, resident, urged the Commission to look out for the interests of the Village and not the interests of individuals. He felt continuing an ongoing issue was not the best action for the Village, as it would not limit their liability.

Connie Leon Kreps, resident, stated that although she was Mayor at the time Interim Village Manager Velken was hired as Police Chief, she and the other Commissioners at that time were not aware of the issues surrounding his employment, as hiring and termination were under the purview of the Village Manager.

Maria Garcia, resident, felt that continuing replacement of Town Staff was detrimental to the continuity of Village business.

As there were no other individuals wishing to speak at this time, Mayor Latham closed public comment.

Commissioner Strout pointed out that the Village is already in the process of seeking a new Village Manager, and that Interim Village Manager Velken has previously indicated he was not interested in this position in a non-interim capacity. Mayor Latham stated that two resumes the Village has received for the interim position were solicited in case the Commission could not come to an agreement on consulting fees for that position.

Commissioner Jackson made a motion to appoint Lewis Velken as the Interim Village Manager and to employ [Attorney Schneider] to negotiate his contract to make him an employee.

Mayor Latham advised that no motion to appoint is necessary, as Interim Village Manager Velken is currently serving in that position.

Commissioner Jackson amended her motion as follows: motion to retain Interim Village Manager Velken and to accept his contract. Commissioner Alvarez seconded the motion. In a roll call vote, the motion carried 3-2 (Mayor Latham and Commissioner Strout dissenting).

**4. DISCUSSION OF RELATIONSHIP WITH INTERIM VILLAGE MANAGER
(INTRODUCED BY VICE MAYOR MARVIN WILMOTH)**

This Item was not presented.

**A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA,
CONFIRMING THE APPOINTMENT OF LEWIS VELKEN AS INTERIM DEPUTY
VILLAGE MANAGER PURSUANT TO SECTION 4.01 OF THE VILLAGE
CHARTER; SETTING AN EFFECTIVE DATE (INTRODUCED BY INTERIM
VILLAGE MANAGER BRIAN COLLINS)**

This Item was not presented.

5. ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting was adjourned at 9:04 p.m.

Respectfully submitted,

Accepted this _____th day of June, 2019.

Brent Latham, Mayor

Attest:

Elora Riera, CMC
Village Clerk



North Bay Village

REGULAR VILLAGE COMMISSION MEETING MINUTES

FEBRUARY 12, 2019

6:30 P.M.

1666 Kennedy Causeway, #101, North Bay Village, FL 33141

1. OPENING ITEMS

CALL TO ORDER

Mayor Brent Latham called the meeting to order at 6:38 p.m.

INVOCATION

Imam Kamrul Khan gave the Invocation.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

ROLL CALL

The following were present at the meeting: Mayor Brent Latham, Vice Mayor Marvin Wilmoth, Commissioner Jose Alvarez, Commissioner Andreana Jackson, Commissioner Juliana Strout, Interim Village Manager Lewis Velken, Village Attorney Norman Powell, Interim Village Clerk Graciela Mariot, Finance Director Bert Wrains, and Village Grant Writer Lakeesha Morris, and Acting Chief Brian Collins.

2. PROCLAMATIONS AND AWARDS

- **Recognitions for Community Service**

- a. **Alvin and Jane Blake**
- b. **Flor Milagros Schulz**
- c. **Sondra Shumaker**
- d. **Diana Reed**
- e. **Lorena Gutierrez**
- f. **Arely Hernandez**
- g. **Nora Solis**

Mayor Latham, Finance Director Bert Wrains, and Police Officer Lisa Gittner recognized the above individuals for their outstanding community service.

- **Retirement Recognition**

- A. Code Enforcement Supervisor Maurice Murray**

Mayor Latham also commended Code Enforcement Supervisor Maurice Murray for his service to the Village.

- **Black History Month Proclamation**

- A. Presented by Charles Scott from Congresswoman Frederica S. Wilson's Office**

Vice Mayor Wilmoth read a Proclamation in recognition of February 2019 as Black History Month.

- **Presentation to Village from Florida Inland Navigation District of Grant Funds**

Spencer Crowley, Commissioner for the Florida Inland Navigation District (FIND), presented the Village with a check for \$247,000 in grant funds toward the South Baywalk Plaza project on the Kennedy Causeway.

- B. Citizen Presentations To The Commission**

None.

- C. Additions and Deletions (Order of Business)**

It was requested that Items 11A, 11C, 11D, 11E, and 15D be removed from the Agenda and heard at the next Commission meeting.

Item 15G was moved to the top of the Agenda prior to Item 9, Consent Agenda.

Item 9C was pulled from the Consent Agenda for discussion.

3. GOOD & WELFARE

Irene Secada, Outreach Specialist for Congresswoman Donna Shalala, encouraged constituents to reach out with their concerns to Congresswoman Shalala's Office.

Allen Markelson, resident, stated that he will enter his name into a Special Election to replace State Senator Jason Pizzo.

Pilar Somoza, resident, thanked the Commissioners for their level of professionalism and transparency.

Connie Leon Kreps, resident, asserted that procurement and accountability have been ongoing issues for the Village, and cited concerns with parliamentary procedure at a recent Planning and Zoning Board meeting.

Anne Bakst, resident, stated that she hoped the current Commission would be able to unite the Village.

Tim Dennis, resident, thanked Vice Mayor Wilmoth for addressing recent issues with the former Interim Village Manager.

Maria Garcia, resident, expressed concern with the lack of parking at Bayshore Yacht and Tennis Club Condominium and the loss of a sub-leased parking lot. She briefly reviewed the history of this issue and shared concerns regarding the proposed construction of a five-story parking garage on the property. She described several issues that have occurred on the property in relation to construction projects, as well as concerns with individuals associated with these projects.

Denise O'Brien, resident, stated that the Commission was elected with a mandate for change from the Village's previous administration.

Charles Scott, representing the Office of Congresswoman Frederica Wilson, thanked the Village for its Proclamation in honor of the contributions of the African American community to South Florida.

Didier Munoz, resident, noted that a majority of Village residents voted in favor of change in their municipal government. He stated that a majority of the Commissioners should ensure that these changes are made.

Liz Regalado, resident, thanked the Commissioners for their support of the Florida Inclusive Workforce Act.

Matt McCleary, representing consultants Alvarez and Marsal, reported that the consulting team has already met with most of the Village's Department Heads.

4. VILLAGE COMMISSION'S REPORT

Commissioner Jackson apologized for statements made regarding the matter of the former Interim Village Manager, stating that she did not have all relevant information at the time. She commended her fellow Commissioners for being on the right side of this issue.

Commissioner Alvarez thanked Mayor Latham for the recent workshop on consortium projects. He also requested an update on the relocation of garbage trucks to a different location, which was discussed by the Commission in 2018.

Commissioner Strout also addressed issues related to the former Interim Village Manager, stating that it is the Commission's responsibility to perform due diligence on line item payables and other concerns. She noted that upcoming Village events include a food distribution event on February 26, a Bingo Night on February 28, an International Women's Day event on March

8, and the Best Buddies Walk on March 16, 2019. She concluded that during a visit to a Village nursing home she had noted its parking lot was in a state of disrepair, and emphasized that this should be addressed for the safety of residents and visitors.

Vice Mayor Wilmoth addressed Consent Agenda Item 9B, through which the Village would become a member of the American Flood Coalition. This is a federal entity, consisting of coastal cities, which advocates for sustainable and resilient response to climate change and sea level rise.

Mayor Latham also recognized Commissioner Jackson for being named as a Director of the Miami-Dade County League of Cities. Upcoming events include an Open House event at the Village Hall. Mayor Latham concluded that the Village is now making improvements after recent events, beginning with the retention of consultants Alvarez and Marsal.

All present observed a moment of silence in memory of the victims of the Marjory Stoneman Douglas High School shooting on February 14, 2018.

5. GRANT WRITER'S REPORT

Village Grant Writer Lakeesha Morris stated that in January 2019, the Village submitted three grant proposals:

- Replanting proposals by Neat Streets on Treasure Island and in Dr. Paul Vogel Park
- Proposal to the Florida Department of Health for opioid antidote
- Proposal to the Realtors' Association for assistance with the proposed dog park

Five requests for over \$2.1 million in legislative appropriations were also submitted by the Village. These included Americans with Disabilities Act (ADA) improvements, the Baywalk construction project, and stormwater and wastewater pump stations. Two grant applications will be submitted in February and March 2019, including the FIND project for 1000 linear ft. of the Baywalk.

Commissioner Strout noted that an upcoming International Women's Day event will raise funds for victims of sexual assault. Grant Writer Morris stated that she would look for opportunities to help fund this effort, as well as funds that could assist with repairs to the nursing home and other initiatives for senior citizens.

6. ADVISORY BOARD REPORTS

Mayor Latham advised that the Commission is still working to streamline some of the Village's advisory bodies. They are still accepting applications for the Resident Services and Community Enhancement Boards, to which appointments will be made within the next few weeks.

A. ARTS, CULTURAL & SPECIAL EVENTS BOARD

None.

B. ANIMAL CONTROL ADVISORY BOARD

None.

C. BUSINESS DEVELOPMENT ADVISORY BOARD

- **Board Chair Timothy Dennis**

Chair Timothy Dennis reported that the Business Development Advisory Board held its first meeting on January 28, 2019. They are currently working to address the following items:

- Determining priorities for the Village
- Initiatives to entice visitors to the Village
- Creation of a survey to be sent to Village businesses
- Invitations to local Chambers of Commerce to attend future Board meetings

Chair Dennis concluded that he had represented North Bay Village at the Miami Shores Chamber of Commerce in January 2019 to further the Village's business growth.

D. CITIZENS BUDGET AND OVERSIGHT BOARD

- **Board Chair Jack Rattner**

Chair Jack Rattner stated that the first meeting of this Board was held on January 15, 2019. James Rosenberg was elected Vice Chair and Paul Crespo was elected Secretary. As one Board member resigned on February 5, 2019, an individual will need to be appointed from Harbor Island.

The Board voted to make four recommendations to the Commission:

- That new auditors be selected through the competitive bid process
- That the auditor bidding process includes a provision allowing for inquiries from the Commission and the Budget and Oversight Board
- That at least one member of the Board be part of the Selection Committee
- That Tyler Technologies Energov, which is the provider of software used throughout the Village, make a presentation to the Board

The Board also discussed why the Village did not apply for Miami-Dade County fuel tax refunds and credits, despite eligibility. Fuel information has since been filed with the County for these refunds.

E. COMMUNITY ENHANCEMENT BOARD

None.

F. PLANNING & ZONING BOARD

- **Board Chair Bud Farrey**

Chair Bud Farrey advised that Dr. Douglas Hornsby was elected Vice Chair at the recent Planning and Zoning Board meeting. Items on the Agenda included:

- Parking garage at the Bayshore Yacht and Tennis Club Condominiums (deferred)
- Variance application for 7918 West Drive (deferred)
- Variance application for 1850 Kennedy Causeway (approval failed 0-4)
- Amendment of Section 8.1.1, Special Uses (approved 4-0)

Mayor Latham noted that in the future, the Planning and Zoning Board will meet the week after the regular Village Commission meeting. In addition, the Applicant requesting a variance for 1850 Kennedy Causeway plans to bring that Item before the Commission for approval despite the Board's recommendation. The attendance necessary to constitute a quorum for the Board, and the vote required to recommend approval or denial, were clarified for all present.

7. VILLAGE ATTORNEY'S REPORT

A. WEISS SEROTA HELFMAN COLE & BIERMAN PAST DUE INVOICES

Village Attorney Norman Powell stated that there are unpaid invoices for the firm of Weiss Serota Helfman Cole and Bierman from several years ago. Finance Director Wrains advised that six of the overdue invoices were paid at an expenditure of \$5000, while backup information was necessary for the remaining invoices totaling \$8000, which date back to October 2013. Many of the invoices were disputed at that time. Staff will review the remaining invoices to determine whether or not they have been paid.

Attorney Powell noted that because of the length of time and the amount, any payment made would require Commission action. While the total amount cited by Weiss Serota came to over \$1.686 million accrued from 2008 to 2014, only \$8000 is in question.

Attorney Powell continued that surveyors looking into the issue of bayfront riparian rights on the north side of the Causeway, and have completed their work and submitted it to the Village's consultant for review. Once approved, the Village may begin execution of agreements related to this issue.

The following Items were taken out of order on the Agenda.

- 7. CONSENT AGENDA:** (Matters on the Consent Agenda are self-explanatory and are not expected to require discussion or review. Items will be adopted by one motion. If discussion is desired by any member of the Commission, that item must be removed from the Consent Agenda and will be considered separately.)

C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, URGING ALL MEMBERS OF THE FLORIDA LEGISLATURE TO SUPPORT THE FLORIDA INCLUSIVE WORKFORCE ACT (SB 438) AND THE FLORIDA COMPETITIVE WORKPLACE ACT (SB 66), BIPARTISAN LEGISLATION THAT PROMOTES FAIRNESS AND MODERNIZES STATE LAW BY BANNING ANTI-GAY AND GENDER BASED DISCRIMINATION; DIRECTING VILLAGE ADMINISTRATION TO TRANSMIT A COPY OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE (INTRODUCED BY EVERYONE ON THE COMMISSION)

At this time Mayor Latham opened public comment.

Justin Kletcha, Deputy Director of SAVE, an organization dedicated to the protection of Lesbian, Gay, Bisexual, Transgender, and Queer (LGBTQ) individuals from discrimination, thanked the Commission for their support of this Resolution, which will address equality in the workplace.

Kevin Vericker, resident, emphasized the personal importance of this Resolution for himself and others, and thanked the Commission for their support of a diverse community.

As there were no other individuals wishing to speak at this time, Mayor Latham closed public comment.

- **Commission Action**

Vice Mayor Wilmoth made a motion, seconded by Commissioner Jackson, to support the Resolution for SB 438 and SB 66. In a roll call vote, the motion passed 5-0.

15. NEW BUSINESS

G. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA APPOINTING AN INTERIM VILLAGE MANAGER; SETTING AN EFFECTIVE DATE (INTRODUCED BY MAYOR BRENT LATHAM AND VICE MAYOR MARVIN WILMOTH)

Vice Mayor Wilmoth emphasized that the Interim Village Manager should serve only in an interim capacity, and should not be one of the individuals applying for the full-time position. It was determined that candidates for Interim Village Manager would have the opportunity to address the Commission.

Kevin Burns, candidate, advised that he is the former mayor of North Miami and is not interested in accepting a permanent position. He noted the importance of addressing ongoing issues such as climate change and concluded that he is aware of the day-to-day issues facing the Village.

Edward Rojas, candidate, stated that he served as City Manager of Doral, Florida for five years after beginning at entry level. He emphasized the need for transparency and trust within the North Bay Village community, and confirmed that he was not interested in the full-time position.

Ralph Rosado, candidate, explained that he has served as Assistant City Manager of Sweetwater, South Miami, and North Miami Beach. He now serves municipal clients in a consulting capacity. He reviewed some of the work he has done for the Village in the past and confirmed that he was not interested in a permanent position.

At this time Mayor Latham opened public comment.

Jack Rattner, resident, recommended that the Commission see the Interim Village Manager as a contract employee so they may place compensation caps on that individual's employment

period. Mayor Latham clarified that the Village will offer the Interim Village Manager an at-will contract.

Paul Crespo, resident, recommended that the Commission select an individual who has experience as a municipal manager.

As there were no other individuals wishing to speak at this time, Mayor Latham closed public comment.

Commissioner Strout made a motion, seconded by Vice Mayor Wilmoth, to proceed with Ralph [Rosado]. In a roll call vote, the motion carried 5-0.

The Commission took a brief recess from 9:30 p.m. to 9:42 p.m.

Brett Schneider, attorney with Weiss Serota Helfman Cole and Bierman, read the Village's draft Resolution for Interim Village Manager and offer letter to Mr. Rosado into the record.

Vice Mayor Wilmoth made a motion, seconded by Commissioner Strout, to approve the Resolution to accept the employment agreement for Interim Village Manager. In a roll call vote, the motion carried 5-0.

8. VILLAGE MANAGER'S REPORT

A. PROJECT PROGRESS REPORT

None.

- 9. Consent Agenda:** (Matters on the Consent Agenda are self-explanatory and are not expected to require discussion or review. Items will be adopted by one motion. If discussion is desired by any member of the Commission, that item must be removed from the Consent Agenda and will be considered separately.)

**A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA ,
COMMEMORATING BLACK HISTORY MONTH 2019 AND HONORING THE
EXTRAORDINARY CONTRIBUTIONS OF AFRICAN AMERICANS TO OUR
NATION; AND PROVIDING FOR SEVERABILITY; AND PROVIDING AN
EFFECTIVE DATE (INTRODUCED BY MAYOR BRENT LATHAM)**

- **Commission Action**

**B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA,
PROVIDING FOR NORTH BAY VILLAGE TO BECOME A MEMBER OF THE
AMERICAN FLOOD COALITION; AND PROVIDING FOR SEVERABILITY; AND
PROVIDING FOR AN EFFECTIVE DATE (INTRODUCED BY VICE MAYOR
MARVIN WILMOTH)**

- **Commission Action**

Commissioner Jackson made a motion, seconded by Commissioner Strout, to approve the Consent Agenda. In a roll call vote, the motion carried 5-0.

10. Ordinances for First Reading and Resolutions: *Please be advised that if you wish to comment upon any of these quasi-judicial items, please inform the Mayor when public comment is open. An opportunity for persons to speak on each item will be made available after the applicant and staffs have made their presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to cross-examination. If you refuse to be cross-examined or sworn-in, your testimony will be given its due weight. The general public will not be permitted to cross-examine witnesses, but the public may request the Commission ask questions of staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Further, details of the quasi-judicial procedures may be obtained from the Village Clerk.*

None.

11. RESOLUTION(S)

A. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, ACCEPTING A GRANT FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT); APPROVING A PUBLIC TRANSPORTATION GRANT AGREEMENT WITH FDOT: PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE (INTRODUCED BY INTERIM VILLAGE MANAGER LEWIS VELKEN)

- **Commission Action**

This Item was removed from the Agenda and deferred to a later date.

B. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE EXPENDITURE OF \$1000 FOR THE AFTER CARE BASKETBALL PROGRAM AT TREASURE ISLAND ELEMENTARY; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND SETTING AN EFFECTIVE DATE (INTRODUCED BY MAYOR BRENT LATHAM)

Mayor Latham explained that this Item would fund the after-school basketball program, for which funds are already included in the budget. Expenditures include coaches and uniforms.

At this time Mayor Latham opened public comment.

Anne Bakst, resident, encouraged other individuals to donate items, funds, or services toward the basketball program.

The Commissioners agreed by consensus to contribute \$200 each toward after-school programs. Nick Quay, Kenny Stowe, Denise O'Brien, and Scott Greenwald, individuals; Grant Writer Morris; Matt McCleary, representing Alvarez and Marsal; Village Attorney Powell; and Interim City Manager Rosado also offered to contribute \$200 each toward the program.

As there were no other individuals wishing to speak at this time, Mayor Latham closed public comment.

- **Commission Action**

Commissioner Jackson made a motion, seconded by Vice Mayor Wilmoth, to approve the after-care basketball program at Treasure Island Elementary for \$1000 in addition to multiple donations. In a roll call vote, the motion carried 5-0.

C. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC. (WORK AUTHORIZATION NO. 19-01) TO CONTINUE PROVIDING CONSTRUCTION PHASE SERVICES FOR THE WATER METER REPLACEMENT PROGRAM AT A LUMP SUM OF \$72,000.00; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE (INTRODUCED BY INTERIM VILLAGE MANAGER LEWIS VELKEN)

- **Commission Action**

This Item was removed from the Agenda and deferred to a later date.

D. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE PROJECT AGREEMENT WITH KIMLEY-HORN & ASSOCIATES, INC. (WORK AUTHORIZATION NO. 19-02) TO CONTINUE PROVIDING CONSTRUCTION PHASE SERVICES FOR THE WATER MAIN REHABILITATION PROGRAM AT A LUMP SUM OF \$54,000.00; AUTHORIZING VILLAGE OFFICIALS TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS OF THE PROJECT AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE (INTRODUCED BY INTERIM VILLAGE MANAGER LEWIS VELKEN)

- **Commission Action**

This Item was removed from the Agenda and deferred to a later date.

E. A RESOLUTION OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING AN AGREEMENT WITH THE PINZUR COMMUNICATIONS TO PROVIDE PUBLIC RELATIONS / STRATEGIC COMMUNICATION SERVICES; AUTHORIZING EXECUTION OF THE AGREEMENT; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND SETTING AN EFFECTIVE DATE (INTRODUCED BY INTERIM VILLAGE MANAGER LEWIS VELKEN)

- **Commission Action**

This Item was removed from the Agenda.

QUASI-JUDICIAL ZONING HEARINGS/JENNINGS DISCLOSURES (INCLUDING ORDINANCES FOR SECOND HEARING): Please be advised that if you wish to comment upon any of these

quasi-judicial items, please inform the Mayor during public comments. An opportunity for persons to speak on each item will be made available after the applicant and staff have made their presentations on each item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to cross-examination. If you refuse to be cross-examined or sworn-in, your testimony will be given its due weight. The general public will not be permitted to cross-examine witnesses, but the public may request the Commission ask questions of staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Further, details of the quasi-judicial procedures may be obtained from the Village Clerk.

None.

12. ORDINANCES FOR FIRST READING / PUBLIC HEARING(S)

None.

13. RESOLUTIONS / PUBLIC HEARING(S)

None.

14. UNFINISHED BUSINESS (JANUARY 8, 2019)

A. ANIMAL CONTROL ADVISORY BOARD APPOINTMENTS

The Commissioners thanked individual residents for their diligence in following up on the Village's animal control issues.

At this time Mayor Latham opened public comment, which he closed upon receiving no input.

The following individuals were elected by Commission ballot to the Animal Control Advisory Board: Maria de la Cruz, Sarah Mauer, Ruth Prado, Sondra Shumaker, and Cecelia Veloz.

Commissioner Jackson made a motion, seconded by Vice Mayor Wilmoth, to appoint the above five members to the Animal Control Advisory Board. In a roll call vote, the motion carried 5-0.

15. NEW BUSINESS

A. SUSTAINABILITY & RESILIENCY TASK FORCE APPOINTMENTS

Mayor Latham made a motion, seconded by Commissioner Jackson, to appoint Vice Mayor Wilmoth as the Commission representative to the Sustainability and Resiliency Task Force. In a voice vote, the motion carried 5-0.

It was determined that Interim Village Manager Rosado would be nominated for one of the two non-resident appointments to the Task Force.

At this time Mayor Latham opened public comment, which he closed upon receiving no input.

The following individuals were elected by Commission ballot to the Sustainability and Resiliency Task Force: Richard Chervony, Scott Greenwald, Denise O'Brien, Nicholas Quay, Ralph Rosado, Rachel Streitfield, and Cecelia Veloz.

Vice Mayor Wilmoth made a motion, seconded by Mayor Latham, to accept the names as stated. In a roll call vote, the motion carried 5-0.

B. APPOINTMENT OF CITIZENS BUDGET & OVERSIGHT BOARD TO FILL VACANCY

The Commissioners appointed Jorge Gonzalez as the Harbor Island representative to the Citizens' Budget and Oversight Board.

Mayor Latham made a motion, seconded by Vice Mayor Wilmoth, to appoint Jorge Gonzalez to the Citizens' Budget and Oversight Board. In a roll call vote, the motion carried 5-0.

C. DISCUSSION ON DOG PARK LOCATIONS (INTRODUCED BY MAYOR BRENT LATHAM AND VICE MAYOR MARVIN WILMOTH)

The Commissioners discussed potential dog park locations, with Mayor Latham noting that the former Sakura building could serve as a temporary space to fill this need. An Ordinance would need to be passed to ensure appropriate zoning for a dog park. The cost is estimated at between \$10,000 and \$20,000, and the Village is in the process of applying for grant funds to cover these costs.

It was noted that Vice Mayor Wilmoth has been working toward a parallel effort to develop plans for a temporary dog park location. These temporary plans would provide additional parking spaces on the former Sakura lot in addition to the proposed dog park location, so the Village would lose no parking revenue. Plans would be reviewed with the Interim Village Director to ensure no additional insurance would be necessary and to plan for appropriate maintenance. Rules and guidelines will need to be posted for any temporary site.

Commissioner Jackson noted that there is currently no Parks Department in the Village's budget, and suggested that they consider creating this line item in the future.

At this time Mayor Latham opened public comment.

Anne Bakst, resident, stated that litter, including cleanup after dogs, is a need for enforcement. She also asked if the dog park would be for North Bay Village residents only.

Nick Quay, resident, recommended Founders' Park in Aventura as a model dog park, as access is limited to residents and vaccinations are required.

As there were no other individuals wishing to speak at this time, Mayor Latham closed public comment.

Mayor Latham requested that Interim Village Manager Rosado look into ways to address the need for maintenance in public spaces, as well as related issues including litter cleanup.

D. DISCUSSION ON AUDITOR KEEFE MCCULLOUGH & CO. LLP (*INTRODUCED BY INTERIM MANAGER LEWIS VELKEN*)

This Item was removed from the Agenda.

E. DISCUSSION ON KENNEDY CAUSEWAY BEAUTIFICATION (*INTRODUCED BY COMMISSIONER JULIANA STROUT*)

Commissioner Strout reported that she has obtained funding for a beautification project on the Causeway, including flower baskets. She advised that the Community Enhancement Board might wish to take the lead in selecting a structure or decorative element for the concrete slab extending into the bay.

Vice Mayor Wilmoth recommended the creation of a beautification plan for North Bay Village to ensure consistency. Interim Village Manager Rosado suggested funding may be available from the County's Community Image Board for art in public places.

At this time Mayor Latham opened public comment.

Anne Bakst, resident, recalled that in the past, the North Bay Garden Club assumed responsibility for flowers and greenery. She added that there are other locations that serve as entranceways into the Village and could benefit from beautification and repairs as well.

Nick Quay, resident, recalled that he had reached out to local artists in the past and could provide renderings of potential beautification efforts.

As there were no other individuals wishing to speak at this time, Mayor Latham closed public comment.

F. DISCUSSION ON BEST BUDDIES WALK ON MARCH 16, 2019 (*INTRODUCED BY COMMISSIONER JULIANA STROUT*)

Commissioner Strout recalled that the Village has a strong relationship with Best Buddies, and suggested that another member of the organization be brought into the Village's workforce if possible. She encouraged all residents to participate in the upcoming Best Buddies Walk, noting that transportation would be provided to and from the event.

Commissioner Strout proposed that the other Commissioners match her \$250 donation to this charity and participate in the walk as well. Commissioner Jackson recommended that the Village make a donation to Best Buddies from its budget, recalling that this has been done before. Attorney Powell advised that a portion of the Village's budget is earmarked for charitable donations. It was determined that Finance Director Wrains would look further into this possibility.

Members of the public Dr. Douglas Hornsby, Nick Quay, and Scott Greenwald offered to match the Commissioner's proposed donation.

At this time Mayor Latham opened public comment, which he closed upon receiving no input.

16. APPROVAL OF MINUTES – COMMISSION MEETING

A. REGULAR COMMISSION MEETING – OCTOBER 9, 2018

B. SPECIAL COMMISSION MEETING – NOVEMBER 19, 2018

C. 1 ON 1 WITH MARVIN – DECEMBER 3, 2018

- **Commission Action**

Vice Mayor Wilmoth made a motion, seconded by Commissioner Jackson, to approve the minutes. In a voice vote, the motion passed 5-0.

Mayor Latham made a motion, seconded by Commissioner Jackson, to schedule a second Commission meeting for February 28, 2019. In a voice vote, the motion carried 5-0.

17. ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting was adjourned at 10:45 p.m.

Respectfully submitted,

Accepted this _____ th day of June, 2019.

Brent Latham, Mayor

Attest:

Elora Riera, CMC
Village Clerk



To: North Bay Village Mayor & Village Commission
From: LaKeesha Morris-Moreau, MSW, GPC
Date Submitted: June 3, 2019
Reporting Period: May 1-31, 2019

Grants Submitted this Reporting Period:

1. **Florida Department of Economic Opportunity – Technical Assistance Grant**
 - a. **Date Submitted:** May 13, 2019
 - b. **Amount Requested:** \$40,000
 - c. **Match Budgeted:** \$10,000
 - d. **Summary of RFP:** Funding was requested to develop and adopt a Sustainability Plan that will guide the Village’s Land Development Regulations. The plan will promote green infrastructure and sustainable methods to mitigate damage from sea level rise.

2. **The Miami Foundation – Public Space Challenge**
 - a. **Date Submitted:** May 16, 2019
 - b. **Amount Requested:** Budget provided upon selection
 - c. **Match Budgeted:** Amount above grant award
 - d. **Summary of RFP:** The Village’s response to the 2019 Public Space Challenge is to create an Urban Nature by adding bike racks, hydration stations, and park wayfinding signs that double as art in public spaces. This project is consistent with the Village’s efforts to create a car optional community and combat the effects of sea level rise through enhanced green spaces (approved via Resolution #2019-028).

3. **Neat Streets Miami – Contract Amendment**
 - a. **Date Submitted:** May 28, 2019
 - b. **Amount Requested:** \$22,296
 - c. **Match Budgeted:** \$22,296
 - d. **Summary of RFP:** The Village was originally awarded \$5,007.00 on March 6, 2019 to plant 13 street trees. The Village desires to significantly increase the number of street trees, and identified 66 planting sites that are eligible for funding. As such, a revised application was submitted to increase the scope of the project.

Grants “Under Construction”

The following grants are currently open and being considered by the Village.

No grants are due for the month of June.

Grant Updates

This reporting period BellTower assisted with the following activities.

- Continued to work with the Florida Department of Law Enforcement to secure Byrne Grants supporting the Police Department
- Represented the Village on May 15 during the 2019 AARP Sharing Symposium to discuss the success of the Village’s age-friendly mini-grant project (Computer Lab).



North Bay Village

BUDGET & OVERSIGHT BOARD ADVISORY BOARD REQUEST FOR ACTION MEMORANDUM

At the Budget & Oversight Board meeting held on May 21, 2019, the Board would like to propose the following recommendations to the Village Commission:

1. A motion was unanimously passed to have the 3 charter officials: manager, attorney, and clerk attend the next Budget & Oversight Board meeting and discuss what the scope of the board is and what it can and can't.
2. A motion was unanimously passed requesting no meeting or workshops scheduled before 6:00pm to encourage resident participation.
3. A motion was unanimously passed requesting the Budget & Oversight Board be provided the preliminary/proposed budget per the code on or before August 2nd.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA URGING THE STATE LEGISLATURE AND FEDERAL GOVERNMENT TO INITIATE A STUDY OF THE HEALTH EFFECTS OF SMALL CELL TOWERS BUILT TO ACCOMMODATE 5G TECHNOLOGY AND TO DEVELOP INSTALLATION GUIDELINES PROTECTING THE HEALTH AND WELFARE OF RESIDENTS; PROVIDING FOR AN EFFECTIVE DATE. (INTRODUCED BY COMMISSIONER JACKSON)

WHEREAS, small cell wireless equipment is designed to boost cellular service from the existing wireless carriers and will enable those carriers to implement 5G technology by placing these installations on existing streetlights and utility poles; and

WHEREAS, concerns have been raised about the health risks of 5G technology including small cell installations. Many studies have linked low-level wireless radio frequency radiation exposures to adverse biological effects including DNA single and double strand breaks, oxidative damage, disruption of cell metabolism, increased blood brain barrier permeability, melatonin reduction disruption to brain glucose metabolism and generation of stress proteins. This list warrants additional scientific studies before residents are put at risk; and

WHEREAS, the health hazards of 5G technology have been intensely debated at the federal level before Congress and the Federal Communications Commission (FCC). There does not appear to be any widely accepted definitive scientific study that proves one way or the other whether small cell installations — emitting extremely high or “millimeter wave” frequencies above 24 GHz — may have an adverse health impact, although in 2011 the World Health Organization classified radio frequency radiation as a possible 2B carcinogen; and

WHEREAS, the only applicable FCC standards for radio-frequency radiation emissions were set in 1996 and did not consider the use of modern wireless equipment like small cells that will be located close to residences. Mere compliance with the FCC’s outdated standards does not assure safety; and

WHEREAS, the State of Florida has preempted local governments from regulating the installation of small cells as it relates to their potential health effects or proximity to residential areas; and

WHEREAS, the FCC adopted regulations in 2018 that are intended to facilitate the installation of 5G technology “underscore[ing] the FCC’s commitment

46 to ensuring that the United States wins the global race to 5G,” as stated in the FCC
47 Press Release dated September 26, 2018; and
48

49 **WHEREAS**, global communications and technological advancements are
50 important components of the state and federal economy but need not come at the
51 expense of the public’s health. As the world’s leading economy, the United States
52 can and should “win the global race” while protecting its residents from potential long
53 term health effects that will only further harm the economy in the future; and
54

55 **WHEREAS**, the FCC’s action allows private cell providers the right to put
56 antennas and transmission control boxes on city-owned streetlight poles and
57 privately-owned utility wood poles subject to only minimal limitations. This means
58 that a 5G antenna could be mounted on the streetlight or utility pole in front of a
59 resident’s home, and there would be little the resident could do about it. Given the
60 health concerns described above, the Village believes this should cause great
61 concern for all Village residents; and
62

63 **WHEREAS**, the Mayor and Village Commission hereby find it is in the best
64 interest of the residents to urge the state and federal governments to initiate
65 independent scientifically reliable studies of the health effects of small cell wireless
66 and 5G technology on residential populations and develop guidelines for the
67 installation of this technology that will protect the health and welfare of the public.
68

69 **NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE**
70 **VILLAGE COMMISSION OF NORTH BAY VILLAGE, FLORIDA:**
71

72 **SECTION 1.** Each of the above recitals are hereby incorporated herein.
73

74 **SECTION 2.** The Mayor and Village Commission hereby urge the state and
75 federal governments to initiate independent scientifically reliable studies of the
76 health effects of small cell wireless and 5G technology on residential populations
77 and develop guidelines for the installation of this technology that will protect the
78 health and welfare of the public.
79

80 **SECTION 3.** The Village Commission hereby directs the Village Clerk to
81 transmit a copy of this Resolution to all appropriate entities.
82

83 **SECTION 4.** This Resolution shall become effective immediately upon its
84 adoption.
85

86 The foregoing Resolution was offered by _____ who moved its
87 adoption. The motion was seconded by _____ and upon being put
88 to a vote, the vote was as follows:
89
90
91

92 Mayor Brent Latham _____
93 Vice Mayor Marvin Wilmoth _____
94 Commissioner Jose R. Alvarez _____
95 Commissioner Andreana Jackson _____
96 Commissioner Julianna Strout _____

97
98
99 **PASSED AND ADOPTED** on this 11th day of June, 2019.

100
101
102
103 _____
104 Brent Latham
105 Mayor

106 ATTEST:

107
108 _____
109 Elora Riera, CMC
110 Village Clerk

111
112
113 APPROVED AS TO LEGAL SUFFICIENCY:

114
115 _____
116 Weiss Serota Helfman Cole & Bierman, PL
117 INTERIM VILLAGE ATTORNEY
118



North Bay Village Recommendation Memorandum

DATE: June 11, 2019

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Elora Riera, CMC, Village Clerk

THROUGH: Dr. Ralph Rosado, Interim Village Manager

SUBJECT: Granicus Agenda Management Program

REQUEST

To approve and award the purchase of Granicus Legistar Software Licenses for a term of three years in the total amount of \$10,609.17 .

BACKGROUND AND ANALYSIS

The implementation of an agenda management software is part of one of the priorities for the Village Clerk Department as well as one of the recommendations provided by the A&M report.

North Bay Village desires to maximize the efficiency and transparency with which agendas are prepared, published, and utilized for Commission meetings.

FINANCIAL IMPACT

Purchase of Granicus Legistar Software Licenses for a term of three years in the total amount of \$10,609.17 (breakdown provided in attached proposal).

BUDGETARY IMPACT (Finance Dept.)

\$10,609.17 from FY19-20 budget

PERSONNEL IMPACT

None.

RECOMMENDATION

To approve and award the purchase of Granicus Legistar Software Licenses for a term of three years in the total amount of \$10,609.17.

RESOLUTION NO. 2019-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, PURSUANT TO SECTION 36.25(H) OF THE VILLAGE CODE OF ORDINANCES, APPROVING THE PURCHASE OF GRANICUS LEGISTAR SOFTWARE PLATFORM FOR AGENDA MANAGEMENT; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, North Bay Village (the “Village”) desires to maximize the efficiency and transparency with which agendas are prepared, published, and utilized for Commission meetings; and

WHEREAS, staff has determined that using the Legistar Agenda Management software Platform, developed by Granicus (“Legistar”), suits the Village the best and a good faith review of available sources did not reveal any other known comparable products; and

WHEREAS, Section 36.25(H) of the Village Code of Ordinances provides that “[a] contract may be awarded without competition when the Village Manager determines in writing, after conducting a good faith review of available sources, that there is only one source for the required supply, service, or construction item”; and

WHEREAS, Granicus has available the licenses that the Village wishes to purchase in order to implement the software; and

WHEREAS, the Village Commission finds that adoption of this Resolution will allow the Village Manager to make the necessary improvements the Village’s processes associated with Commission Meetings.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval. Pursuant to section 36.25(H) of the Village Code of Ordinances, the purchase of Granicus Legistar Software Licenses for a term of three years in the total amount of \$10,609.17, pursuant to proposal attached hereto as Exhibit A, which is incorporated herein and made a part hereof by this reference, is hereby approved.

Section 3. Authorization. The City Manager is hereby authorized to finalize and execute contractual documents, subject to approval by the Village Attorney as to form and legal sufficiency, and to expend budgeted funds, in furtherance hereof.

Section 4. Implementation. The Village Manager, Village Attorney, and Village Clerk are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 5. Effective Date. This Resolution shall take effect immediately upon its adoption.

THIS SPACE INTENTIONALLY LEFT BLANK

The foregoing Resolution was offered by _____ who moved its adoption.

The motion was seconded by _____ and upon being put to a vote, the

vote was as follows:

Mayor Brent Latham	_____
Vice Mayor Marvin Wilmoth	_____
Commissioner Jose R. Alvarez	_____
Commissioner Andreana Jackson	_____
Commissioner Julianna Strout	_____

PASSED AND ADOPTED on this 11th day of June, 2019.

 Brent Latham
 Mayor

ATTEST:

 Elora Riera, CMC
 Village Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

 Weiss Serota Helfman Cole & Bierman, PL
 INTERIM VILLAGE ATTORNEY

Terms and Conditions

- Link to Terms: https://granicus.com/pdfs/Master_Subscription_Agreement.pdf
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of North Bay Village, FL to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- If submitting a Purchase Order, please include the following language: All pricing, terms and conditions of quote Q-63132 dated 4/11/2019 are incorporated into this Purchase Order by reference.
- North Bay Village, FL is eligible to receive up to five (5) two-day passes to the 2019 Granicus National Summit, valued at \$299.00 each. The Granicus National Summit is the premiere user conference for public sector professionals across federal, state, and local government. Attendees will be provided with hands-on training led by Granicus subject matter experts, as well as opportunities to learn and network with peers and leaders in government. *Granicus National Summit Dates: May 14-15, 2019*

Agreement and Acceptance

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Billing Information

Name:

Phone:

Email:

Address:

North Bay Village, FL

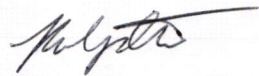
Signature:

Name:

Title:

Date:

Ralph Bosado
Village Manager
4/11/2019





Peak Agenda Management

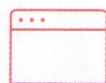
Streamlined, paperless agenda creation, approval and publishing

Peak Agenda Management allows staff to easily manage the agenda creation process from start to finish without the paper shuffling. Draft meeting agendas within configurable templates and submit through customized workflows to the correct departments, meeting bodies, and users. Peak's paperless integration prevents multiple versions of agendas getting shuffled around between different members - which often ends with inefficient use of meeting time spent catching up on the right documents.

Automated emails alert users that new items are up for review, and the intuitive calendar view makes it easy to manage one-time and recurring meetings. Electronically review, add and collaborate on agenda items, including attaching supporting documents and materials as needed. Once approved, agenda packets are generated into a single PDF for efficient online publishing or integration with Granicus' in-meeting and post-meeting legislative tools.



Paperless agenda review and collaboration



Access via web browser



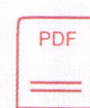
Configurable agenda templates



Customizable approval workflows



Track agenda progress on dashboard and calendar



Publish to PDF

Granicus Pilot Proposal for North Bay Village, FL

The subscription start date will begin on the date of the first Kickoff call and will continue for 36 months. During the pilot period North Bay Village, FL will have the opportunity to evaluate the included Granicus Solutions (Solutions) and professional staff. After 60 days of experiencing the Solutions, an invoice will be processed for North Bay Village, FL.

If North Bay Village, FL chooses not to proceed with the Solutions, North Bay Village, FL must notify Granicus in writing of its intention not to proceed before the expiration of the 60-day pilot period.

Solutions may not be fully deployed within 60 days, but once the Kickoff call is complete, Granicus will move quickly to get tasks done, to allow North Bay Village, FL sufficient time for evaluation of the Solutions. It is vital that North Bay Village, FL respond quickly to requests for information, so Granicus can keep the project on time. The pilot does not allow for extensions or delays imposed by the North Bay Village, FL team.

Granicus Contact

Name: Bill Marshall

Phone: (202) 559-3037

Email: bill.marshall@granicus.com

Proposal Details

Quote Number: Q-63132

Prepared On: 4/11/2019

Valid Through: 6/4/2019

Pricing

Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)

Currency: USD

One-Time Fees

Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Peak Agenda Management Standard Agenda Report	Upon Delivery	1 Each	\$0.00
Peak Agenda Management Standard Minutes Report	Up Front	1 Each	\$0.00
Peak Agenda Management Standard Cover Page Report	Upon Delivery	1 Each	\$0.00
Peak - Online Training	Upon Delivery	8 Hours	\$0.00
SUBTOTAL:			\$0.00

One-Time Fees			
Solution	Billing Frequency	Quantity/Unit	One-Time Fee
Peak - Setup and Configuration	Upon Delivery	1 Hours	\$0.00
SUBTOTAL:			\$0.00

Annual Fees for New Subscriptions			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
Peak Agenda Management	Annual	1 Each	\$3,300.00
SUBTOTAL:			\$3,300.00

Remaining Period(s)		
Solution(s)	Year 2	Year 3
Peak Agenda Management	\$3,531.00	\$3,778.17
SUBTOTAL:	\$3,531.00	\$3,778.17

Product Descriptions	
Name	Description
Peak Agenda Management	<p>Peak Agenda Management is a Software-as-a-Service (SaaS) solution that enables government organizations to simplify the agenda management and minutes recording process of the clerk's office. Peak Agenda Management allows clerks to streamline the way they compile and produce agendas and record minutes for public meetings and includes</p> <ul style="list-style-type: none"> • Unlimited user accounts • Unlimited meeting bodies and meeting types • Access to one Granicus platform site • Access to one Peak Agenda Management site • Design services for one public view page portal • Design services for one Agenda report template • Design services for one Cover Page report template
Peak Agenda Management Standard Agenda Report	Professional service for designing an additional Peak agenda report.
Peak Agenda Management Standard Minutes Report	Professional service for designing an additional Peak minutes report.
Peak Agenda Management Standard Cover Page Report	Professional service for designing an additional Peak cover page report.
Peak - Online Training	Peak Agenda Management - Online Training is for online training for Peak Agenda Management, which allows clients to have online sessions with a Granicus trainer to learn how to use the system.
Peak - Setup and Configuration	Setup and configuration of Peak Agenda



North Bay Village Recommendation Memorandum

DATE: June 11, 2019

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Jose Olivo, Public Works Director

THROUGH: Ralph Rosado, PhD, AICP, Interim Village Manager

SUBJECT: Disaster Debris Monitoring

REQUEST

Adoption of Miami Dade County's publicly advertised disaster debris monitoring services contract with Tetra Tech, Inc. to provide disaster debris monitoring services for North Bay Village for duration of three years with the option to renew for an additional two one (1) year periods.

BACKGROUND AND ANALYSIS

In an effort to meet reimbursement eligibility requirements for debris removal in the case of a disaster debris related event, staff finds it in the interest of time that the Village utilize the Miami Dade County contract issued to Tetra Tech, Inc. for Disaster Debris Monitoring services. Miami Dade County issued a competitive invitation to bid for Debris Monitoring Services, which was awarded to Tetra Tech, Inc. and the Village desires to engage Tetra Tech for the performance of debris monitoring services in accordance with the terms of the Miami Dade County Agreement, except as modified where necessary.

Contracting with a disaster debris monitoring firm will ensure that the Village meets the reimbursement requirements for disaster debris removal with Federal, State or local agencies.

The disaster debris monitoring firm will be responsible for monitoring the recovery efforts of the Village's Debris Management Contractor in the field in accordance with Federal Emergency Management Administration (FEMA) policies, rules and procedures.

FINANCIAL IMPACT

Reserve funds to be used strictly on an as needed basis during emergency situations for disaster debris monitoring services for a not to exceed departmental budgeted amount.

BUGETARY IMPACT (Finance Dept.)

PERSONNEL IMPACT

None

RECOMMENDATION

Staff respectfully requests authorization for the Village Manager to negotiate and enter into an agreement for a period of three (3) years with the option to renew for two (2) one (1) year periods with Tetra Tech, Inc. for disaster debris monitoring services in an amount not to exceed departmental budgeted amounts and to authorize the Village Manager to expend said budgeted funds.



ADDENDUM NO. 1

January 13, 2015

TO: ALL PROSPECTIVE BIDDERS

SUBJECT: REQUEST FOR PROPOSALS: (RFP) No. 00172

TITLE: DISASTER DEBRIS REMOVAL MONITORING SERVICES

BID OPENING DATE: Thursday, January 22, 2015, 6:00 P.M.

This Addendum is and does become a part of the above mentioned bid.

Please note the following change(s):

- I. Replace the first sentence of Section 2.2 E (Field Monitoring) as follows:
Each debris recovery location shall have at minimum (1) collection monitor [see Section 2.2(A), item 15 (h)].
- II. The following questions and answers are provided for informational purposes:

1) Question:

Reference: item #15. h. ... Flagmen/Traffic Controllers AND also included on ATTACHMENT B/FORMB-1-Price Proposal Form

QUESTION ONE - The functions of Flagmen/Traffic Controllers fall under the supervision and responsibility of the hauling company not the debris monitoring company. Would the County consider eliminating this position from the price proposal form?

Answer:

No, the County will not eliminate this position. The Monitor Company has duties to certify trucks. The County feels there is a need to control traffic during this process to insure safety of the truck certifiers and orderly conduct of the process.

2) Question:

REFERENCE: ITEM # 15. j. Engineer/Scientist

QUESTION TWO - Please define the anticipated role of (the) Engineer/Scientist - What are the expected functions of this role?

Answer:

This classification will conduct or assist PWWM and PROS in preparation of any required studies, analyses or plans associated with impacts of and closure of the debris staging and reduction sites that are required by the regulatory agencies. Additionally, the classification may be used to assess or assist in mitigating or responding to other impacts or alleged impacts to the environment as a consequence of the clean-up efforts.

- 3) Question:
We respectfully request the County consider extending the proposal due date to allow bidders additional time to compile the required data and develop technical approach.

Answer:
The County will not revise the proposal submission date of January 22, 2015.

- 4) Question:
What department (Public Works or Waste management) will be taking the lead and who is the County's project manager for this contract?

Answer:
Public Works and Waste Management is one department.

- 5) Question:
Please confirm small business goal for this contract.

Answer:
There are no small business measures being applied to this solicitation.

- 6) Question:
Is there a font size or page limitation/restriction?

Answer:
No, there are no font size or page limitation/restrictions.

- 7) Question:
What is the maximum compensation value (contract ceiling) for each of the two anticipated contract awards?

Answer:
The County will perform qualitative assessments of submitted proposals in accordance with the evaluation criteria outlined in the solicitation. Price is a single component of the evaluation.

- 8) Question:
How many firms will be shortlisted?

Answer:
There is not a set number of firms to be shortlisted. All firms shall be evaluated in accordance with the evaluation criteria outlined in the solicitation.

- 9) Question:
Who are the members of the selection committee?

Answer:
Selection Committee
Beth Goldsmith, Internal Services Department (Non-Voting Co-Chairperson)
Lenny Sandoval, Internal Services Department (Non-Voting Co-Chairperson)
Michael Fernandez, Public Works and Waste Management

Olga Espinosa-Anderson, Public Works and Waste Management
Dr. Wieland Uchdorf, Public Works and Waste Management
Steve Duncan, Parks, Recreation and Open Spaces Department
Renae Nottage, Parks, Recreation and Open Spaces Department
David Cardenas, Parks, Recreation and Open Spaces Department (Alternate)

Technical Advisors (Non-Voting)

Lee S. Casey, Public Works and Waste Management Department
Amado Gonzalez, Public Works and Waste Management Department
Armando Gonzalez, Parks, Recreation and Open Spaces Department

10) Question:


Attachment B-1 (price proposal schedule) represents the estimated labor hours based on a (3) million cubic yard event. Please provide the anticipated operating hours for the Debris Site(s) and Staging Areas.

Answer:

Debris sites and staging areas will be operational 7 days per week from sunrise to sunset.

All terms, covenants and conditions of the subject solicitation and any addenda issued thereto shall apply, except to the extent herein amended.

Miami-Dade County



Lenny Sandoval, CPSM
Procurement Contracting Officer II
cc: Clerk of the Board



**REQUEST FOR PROPOSALS (RFP) No.00172
FOR
DISASTER DEBRIS REMOVAL MONITORING SERVICES**

PRE-PROPOSAL CONFERENCE TO BE HELD:

January 5, 2015 at 2:00 PM (local time)
111 NW 1st Street, 18th Floor, Conf. Rm. 18.4, Miami, Florida

ISSUED BY MIAMI-DADE COUNTY:

Internal Services Department, Procurement Management Services Division
for
Public Works and Waste Management Department and
Miami-Dade Parks, Recreation and Open Spaces Department

COUNTY CONTACT FOR THIS SOLICITATION:

Lenny Sandoval, Procurement Contracting Officer
111 NW 1st Street, Suite 1300, Miami, Florida 33128
Telephone: (305) 375-3065
E-mail: ssandov@miamidade.gov

PROPOSAL RESPONSES DUE:

January 22, 2015 at 6:00 PM

Electronic proposal responses to this RFP are to be submitted through a secure mailbox at BidSync until the date and time as indicated in this document. It is the sole responsibility of the Proposer to ensure its proposal reaches BidSync before the Solicitation closing date and time. There is no cost to the Proposer to submit a proposal in response to a Miami-Dade County solicitation via BidSync. Electronic proposal submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files. All proposals received and time stamped through the County's third party partner, BidSync, prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped after the proposal submittal deadline will be evaluated by the procuring department in consultation with the County Attorney's Office to determine whether the proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. The County will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s).

The submittal of a proposal by a Proposer will be considered by the County as constituting an offer by the Proposer to perform the required services at the stated prices. A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal due date. The County will only consider the latest version of the proposal. For competitive bidding opportunities available, please visit the County's Internal Services Department website at: <http://www.miamidade.gov/procurement/>.

Requests for additional information or inquiries must be made in writing and submitted using the question/answer feature provided by BidSync at www.bidsync.com. The County will issue responses to inquiries and any changes to this Solicitation it deems necessary in written addenda issued prior to the proposal due date (**see addendum section of BidSync Site**). Proposers who obtain copies of this Solicitation from sources other than through BidSync risk the possibility of not receiving addenda and are solely responsible for those risks.

1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS

1.1 Introduction

Miami-Dade County, hereafter referred to as “the County”, as represented by the Miami-Dade County Public Works and Waste Management (PWWM) and Miami-Dade Parks, Recreation and Open Spaces Departments (PROS) are soliciting proposals for disaster debris removal monitoring services to support the oversight and management of debris recovery contractors.

The County anticipates awarding up to two contracts for disaster debris removal monitoring services for a five (5) year period, with one (1), five-year option-to-renew, at the County’s sole discretion. The County makes no guarantees as to the volume of work or value of any contract a selected Proposer will receive as a result of this RFP.

The County will award a Primary Contractor and Secondary Contractor, in the order of their ranking as determined by their overall scores pursuant to this Solicitation. In situations where the Primary Contractor cannot respond in a timely manner or cannot fulfill its contractual obligations or when the workload warrants, as solely determined by the County and reserves the right to go to the Secondary Contractor.

The anticipated schedule for this Solicitation is as follows:

Solicitation Issued:	December 12, 2014
Pre-Proposal Conference:	See front cover for date, time, and place. Attendance is recommended but not mandatory. If you need a sign language interpreter or materials in accessible format for this event, please call the ADA Coordinator at (305) 375-2013 or email hjwrig@miamidade.gov at least five days in advance.
Deadline for Receipt of Questions:	January 8, 2015 3:00 PM
Proposal Due Date:	See front cover for date and time.
Evaluation Process:	January – May 2015
Projected Award Date:	June 2015

1.2 Definitions

The following words and expressions used in this Solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

1. The word “Contractor” to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation, also to be known as “the prime Contractor”.
2. The word “County” to mean Miami-Dade County, a political subdivision of the State of Florida.
3. The word “Proposer” to mean the person, firm, entity or organization, as stated on the Solicitation Submittal Form, submitting a response to this Solicitation.
4. The words “Scope of Services” to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
5. The word “Solicitation” to mean this Request for Proposals (RFP) or Request for Qualifications (RFQ) document, and all associated addenda and attachments.
6. The word “Subcontractor” to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor.
7. The words “Work”, “Services”, “Program”, or “Project” to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Solicitation.

1.3 General Proposal Information

The County may, at its sole and absolute discretion, reject any and all or parts of any or all responses; accept parts of any and all responses; further negotiate project scope and fees; postpone or cancel at any time this

Solicitation process; or waive any irregularities in this Solicitation or in the responses received as a result of this process. A proposal shall be the Proposer's firm commitment to provide the goods and services solicited in the manner requested in the Solicitation and described in the proposal. In the event that a Proposer wishes to take an exception to any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its proposal. No exception shall be taken where the Solicitation specifically states that exceptions may not be taken. Further, no exception shall be allowed that, in the County's sole discretion, constitutes a material deviation from the requirements of the Solicitation. Proposals taking such exceptions may, in the County's sole discretion, be deemed nonresponsive. The County reserves the right to request and evaluate additional information from any respondent regarding respondent's responsibility after the submission deadline as the County deems necessary.

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the proposal due date or upon the expiration of 180 calendar days after the opening of proposals.

Proposers are hereby notified that all information submitted as part of, or in support of proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law". The Proposer shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, the County may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's written withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. Under no circumstances shall the County request the withdrawal of the confidentiality restriction if such communication would in the County's sole discretion give to such Proposer a competitive advantage over other proposers. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

Any Proposer 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 law, may be found non-responsible. To request a copy of any ordinance, resolution and/or administrative order cited in this Solicitation, the Proposer must contact the Clerk of the Board at (305) 375-5126.

1.4 Cone of Silence

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon each RFP or RFQ after advertisement and terminates at the time a written recommendation is issued. The Cone of Silence prohibits any communication regarding RFPs or RFQs between, among others:

- potential Proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff, County Commissioners or their respective staffs;
- the County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff; or
- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective selection committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Assistance Unit, the responsible Procurement Agent or Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting; or
- communications in writing at any time with any county employees, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP or RFQ with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at clerkbcc@miamidade.gov.

All requirements of the Cone of Silence policies are applicable to this Solicitation and must be adhered to. Any and all written communications regarding the Solicitation are to be submitted only to the Procurement Contracting Officer with a copy to the Clerk of the Board. Proposers are hereby notified that direct communication written or otherwise, to Selection Committee members or the Selection Committee as a whole are expressly prohibited. Any oral communications with Selection Committee members other than as provided in Section 2-11.1 of the Miami-Dade County Code are prohibited. The Cone of Silence shall not apply to oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting or communications in writing at any time with any county employee, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP, RFQ or bid documents. The Proposer shall file a copy of any written communication with the Clerk of the Board. The Clerk of the Board shall make copies available to any person upon request.

1.5 Public Entity Crimes

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract 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 contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

1.6 Lobbyist Contingency Fees

- a) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
- b) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.7 Collusion

In accordance with Section 2-8.1.1 of the Code of Miami-Dade County, where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean Proposer or the principals thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership interest in another Proposer for the same contract. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

2.0 SCOPE OF SERVICES

2.1 Background

Communities with a debris management plan are better prepared to restore public services and ensure the public health and safety in the aftermath of a disaster, and are better positioned to receive the full level of assistance available from FEMA and other participating entities. The County is soliciting proposals for disaster debris removal monitoring services to support the oversight and management of debris recovery contractors and submit and/ or assist in County applications for public assistance from FEMA, the State of Florida and other relevant agencies. The selected Proposer shall have a comprehensive understanding of FEMA Public Assistance Program and shall provide oversight and management of debris recovery contractors. The selected Proposer's management of debris recovery contractors shall include, but is not limited to: field monitoring of debris removal and reduction, truck certification, damage assessment, training, emergency planning and other related services as needed and/or requested by the County. Other related services include facilitating communication with the Federal Emergency Management Agency (FEMA), the State of Florida and other federal agencies and coordination with state's FEMA liaison. Finally, the selected Proposer shall submit and/or assist in the submission of County applications for public assistance from FEMA, the State of Florida and other relevant agencies.

2.2 Services to be Performed

A. Project Management: The selected Proposer shall:

1. Provide trained staff and necessary equipment to properly provide the services outlined throughout this solicitation. The selected Proposer's equipment shall include, but not be limited to personal protective equipment (e.g., traffic vest, hard hat, gloves, etc.), safety equipment (e.g., traffic cones, barricades, etc.), transportation, and electronic and telecommunication devices (e.g., digital cameras, tablets, lap tops, communication devices, Global Positioning Systems (GPS) etc.) at no additional cost to the County.
2. Monitor and manage the debris recovery contractors. The selected Proposer shall schedule work for all project management team members and debris recovery contractors on a daily basis.
3. Determine the impact and magnitude of the disaster event before federal assistance is requested, identify damaged locations and facilities, prepare pre and post disaster estimates of debris quantities, document eligible costs and describe the physical and financial impact of the disaster.

4. Assign a Project Manager (PM) and an Operations Manager (OM). The PM shall be assigned as the County's point of contact. The OM shall oversee and manage each debris recovery contractor and shall be supported by Field Supervisors.
 - a. At the discretion of the County, the PM may be physically located in the County's Emergency Operations Center (EOC) or other location specified by the County. The PM shall be supported by the full array of selected Proposer's resources to enhance efficiency and expedite deliverables.
5. Monitor progress of debris recovery contractors, including issuance and electronic recording of load tickets, develop/implement recommendations to improve efficiency speeding up recovery work.
6. Provide post debris staging services including certifying volumetric capacity of trucks designated to remove debris from the site; monitor and record each and every contractor or other entities removing debris, document the type of debris removed and the volume of each load removed from the staging site and document the final disposal location(s) for each removed load; when requested by the County, prepare the staging site closure plan; oversee and document staging area contractor restoration and site closure activities, certify completion of site closure in accordance with plan, and provide final site closure report to County, FEMA and any regulatory agencies having jurisdiction over the site or activities.
7. Provide and use hand-held electronic device(s) and state-of-the-art technology for documentation and data management.
8. Conduct inspections and certify load capacity of each truck used by debris recovery contractors including: development and maintenance of a certified truck database with records of measurements, truck photos, certified truck capacity and other pertinent vehicle information (e.g. owner, vehicle registration, company etc.).
9. Upon request by the County, the selected proposer shall assist the County in responding to public concerns regarding property damage assessment, replacement of damaged property, status of clean-up, clean-up target dates, etc.
10. Document damages caused to private properties and public lands.
11. Review and reconcile contractor invoices for payment and prepare FEMA work sheets for reimbursement for debris hauling, monitoring, reduction, and disposal efforts. The selected Proposer, in performing services related to review of invoices and payment requests and the rejection and approval thereof, agrees to perform all of its services for the County in strict compliance with this Solicitation and Part VII of Chapter 218 of the Florida Statutes titled "Local Government Prompt Payment Act" as if it were the local government entity. If a dispute arises between the selected Proposer and the debris recovery contractor concerning payment of an invoice or payment request, the selected Proposer shall immediately notify the County in writing of such dispute.
12. The selected Proposer shall submit and/or assist in the submission of County applications for public assistance from FEMA, the State of Florida and other relevant agencies.
13. Make available project documents and data, in hard copy and through an electronic database, to designated County personnel. The County shall have access to hard copy project documents and data during normal business hours (Monday through Friday 8:00 a.m. to 5:00 p.m.). The County shall have complete access all electronic documents 24

hours a day during the entire term and of the contract and following the completion of the contract.

14. Digitize all source documentation, such as load tickets supplied to the County with each invoice, as required by FEMA and to be compatible with the County system that utilizes Microsoft Office.
15. Establish a Project Management Team to support the Project Manager listed in item two of this section. Members of the Project Management Team shall include, but are not limited to the following:
 - a. Project Manager
 - b. Operations Manager/Assistant Project Manager
 - c. FEMA Reimbursement Manager
 - d. Field Supervisor
 - e. Truck Certifier
 - f. Staff Scheduler/Truck Dispatcher
 - g. Damage/Debris Assessment Specialist
 - h. Collection Monitor, Disposal Monitor, Flagmen/Traffic Controllers
 - i. Data Clerk
 - j. Engineer/Scientist
16. The selected Proposer may add other positions to the Project Management Team, as necessary, with the written approval of the County's Project Manager. The selected Proposer is encouraged to utilize local work force as available, as travel and lodging are not covered by the County (refer to Form B-1, Price Proposal Schedule).

- B. Response Time and Mobilization: The County has the sole discretion to determine whether an event is predicted or unpredicted. The selected proposer shall respond to predicted events and unpredicted events as follows:

Predicted Events

A "Predicted Event" shall mean a debris generating event that can be anticipated at least 24 hours before it affects the County, for example a tropical weather system. The selected Proposer, when requested by the County, shall report to the location designated by the County, at a minimum of 24 hours prior to a predicted emergency event.

Unpredicted Events

An "Unpredicted Event" shall mean a debris generating event that cannot be anticipated at least 24 hours before it affects the County, for example a tornado. Emergencies other than predicted events, the selected Proposer shall report within six (6) hours of notification to the location specified by the County authorized representative. The selected Proposer shall mobilize a staff of sufficient size to adequately administer and monitor debris operations, as indicated herein.

- C. Meeting and Communications: The selected Proposer shall:
1. Maintain open, timely conversations and written documentation with the County and FEMA to provide successful completion of the disaster response.
 2. Meet with County representatives as directed and coordinate with the County throughout the execution of the recovery operations.
 3. Attend pre-work conferences(s) for the debris recovery contractors, as directed by the County, and convene and attend regular progress and coordination meetings, as directed by the County.

4. Provide minutes in an electronic format of all meetings to the County. Minutes shall be provided the next business day after the meeting occurs.
 5. Coordinate daily briefings, work in progress, staffing, and other key items with the County's Project Manager.
- D. Operational Reports and Other Documentation:
The selected Proposer shall prepare and submit to the County throughout the duration of the recovery operations the following reports:
1. Operational Reports shall document the current status of the selected Proposer's operational details such personnel levels, equipment status, status of debris management sites, summary of the Daily Reports as required below, and items as may be required by the County. The reporting frequency for the Operational Reports is to be determined by the County.
 2. Daily Reports shall document the debris recovery contractors' activities and progress from the previous day. The daily reports shall be submitted by 8:00 a.m. of the following day to a distribution list established by the County's Project Manager. Each daily report submitted shall contain at a minimum the following information:
 - a) Name of each Contractor;
 - b) Number of Contractors including the number of crew members working each day, number of loads removed, estimated cubic yards removed for the day and the respective number of cumulative loads and cubic yards removed;
 - c) Reports and graphs that document the production rate of crews, equipment, progress by area and estimation of total quantities remaining, estimated time to completion, and daily cumulative cubic yards of debris removed, processed and hauled); and
 - d) Geographic Information Systems (GIS) mapping data updates and digitized reports. All required GIS layers will be provided to the selected Proposer by the County's authorized representative, prior to an event or as soon as possible to ensure up to data files and consistency in field structure.

At the County's sole discretion, additional reporting information and data may be required.

- E. Field Monitoring:
Each debris recovery location shall have at minimum (1) collection monitor[see Section 2.2(A), item 14 (h)]. The Collection Monitor shall oversee the debris recovery crew for contract compliance, efficiency and regulatory compliance. The Collection Monitor shall provide feedback to the County through a Field Supervisor.

Responsibilities of selected Proposer's Project Manager, and the Project Management Team, including the Collection Monitors, shall include, but not be limited to:

1. Document daily and weekly recovery work and costs ensuring that proper records are maintained for load tickets, using a hand-held electronic data management device. This documentation is required as evidence to support and document recovery costs and reimbursement of the County.

2. Inspect the means and methods, according to FEMA's guidelines for reimbursement, to measure and record work, recommending changes that may be needed.
 3. Stop work in progress that is not being performed or documented in the appropriate manner.
 4. Inspect work in progress to ensure that removal efforts include debris of the proper type according to County and FEMA classification in the proper areas as assigned by County authorized representative.
 5. Check work in progress to ensure that the proper work authorizations, permits, and other regulatory requirements and prerequisites have been received and approved.
 6. Verify that all debris sites and staging areas have adequate access control and security.
 7. Recommend any improvements in work assignments and/or efficiency and productivity that may be appropriate.
 8. Maintain digital photo documentation of recovery work, as required by the County.
- F. Debris Site and Staging Area Monitoring:
The selected Proposer shall ensure that a minimum of four (4) Disposal Monitors per debris site and/or staging area are deployed upon establishment of each site to assess and record load volumes and provide coordination and perform other related activities necessary for reimbursement by FEMA. The County authorized representative will advise if additional Disposal Monitors are required depending on the size of the debris site and/or staging areas.
- G. Public and Private Property Damage Assessments:
The selected Proposer shall assign Damage Assessment Specialists to document field damages to private properties and public lands and to notify contractors of their responsibilities in repairing damages. In the event that damages are not repaired to the satisfaction of the homeowner and/or government entity, and where the debris removal contractor claims no further responsibility, the documentation from each of these incidents shall be turned over to the County's Internal Services Department, Risk Management Division for final resolution.
- H. Technical Expertise and Guidance:
Per event, when directed by the County, the selected Proposer shall:
1. Develop and submit a comprehensive emergency management plan to include plan development, review, and revisions.
 2. Provide damage assessments of facilities; assessment plan development, procedure development, staff training, staff augmentation, and deployment.
 3. Develop a comprehensive mitigation program to include development of a mitigation plan, cost benefit analysis, project management, and environmental review.
 4. Provide the County all relevant data and supporting documentation as may be required by the Mayor, County Senior Management Staff, Board of County Commissioner's (BCC) and BCC Subcommittees.
 5. Provide technical support and assistance in developing public information.
 6. Provide other reports and data as required by the County.

- I. Final Report:
A final report of volume and any other information collected for each event, as requested by the County, shall be prepared by the selected Proposer and shall be submitted to a distribution list as established by the County's Project Manager, within 30 days of completion of the recovery operations. Recovery operations include remediation of sites, closure of sites and conclusion of all related operations. At a minimum, the following information shall be included in the report.
1. Discussion of lessons learned and recommendation for future disaster response, including the County's recovery contract requirements and results.
 2. Recommendation for future disaster response strategies.
 3. Digital copies of manifests, certificates, and related documents.
 4. All other data taken during the implementation of the Disaster Response Plan.
- J. Event Closure:
The selected Proposer shall review and process requests for payment by the debris removal contractors. As part of this process, the selected Proposer shall reconcile contractor invoices for payment and prepare FEMA work sheets for reimbursement by FEMA for debris hauling and monitoring efforts. The selected Proposer shall prepare final reports necessary for reimbursement by FEMA and any other applicable agencies involved in disaster recovery efforts.
- K. Additional Services:
At the County's sole discretion, the selected Proposer may be required to perform any of the following additional services, but not limited to:
1. Provide training sessions for County personnel, as identified by the County.
 2. Provide aerial photographs of debris sites or other areas as requested by the County and per FEMA specifications.
 3. Provide other related emergency management and consulting services identified and required by the County.

In situations where the selected Proposer may be required to provide these additional services, a formal written proposal shall be provided with the scope of work and price to be submitted for review and approval by the County's Project Manager. The hourly rates for these services shall not exceed those stipulated in the Price Proposal Schedule (Form B-1). Reimbursement for equipment, material and for subcontracted services not stipulated in the Price Schedule B shall be included in the formal written proposal and will be considered on a case-by-case basis. **The County will not reimburse the selected Proposer for any additional costs of any kind not originally included in the scope of work that was pre-approved.**

3.0 RESPONSE REQUIREMENTS

3.1 Submittal Requirements

In response to this Solicitation, Proposer should **complete and return the entire Proposal Submission Package**. Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required and submitted in the manner described.

The proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.

4.0 EVALUATION PROCESS

4.1 Review of Proposals for Responsiveness

Each proposal will be reviewed to determine if it is responsive to the submission requirements outlined in this Solicitation. A responsive proposal is one which follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

4.2 Evaluation Criteria

Proposals will be reviewed by an Evaluation/Selection Committee, which will evaluate and rank proposals on criteria listed below. The Evaluation/Selection Committee will be comprised of appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Evaluation/Selection Committee is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points per Evaluation/Selection Committee member.

<u>Technical Criteria</u>		<u>Points</u>
1	Proposer's relevant experience, qualifications, and past performance including past reimbursement success rates.	40
2	Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors.	25
3	Proposer's approach to providing the services requested in this Solicitation.	15
<u>Price Criteria</u>		<u>Points</u>
4	Proposer's proposed price	20

4.3 Oral Presentations

Upon completion of the technical criteria evaluation indicated above, rating and ranking, the Evaluation Selection Committee may choose to conduct an oral presentation with the Proposer(s) which the Evaluation/Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See Form A-2 regarding registering speakers in the proposal for oral presentations.) Upon completion of the oral presentation(s), the Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

4.4 Price Evaluation

After the evaluation of the technical proposal, in light of the oral presentation(s) if necessary, the County will evaluate the price proposals of those Proposers remaining in consideration.

The price proposal will be evaluated subjectively in combination with the technical proposal, including an evaluation of how well it matches Proposer's understanding of the County's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process to determine the highest ranked Proposer. The County reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the County.

4.5 Contract Award

Any contracts, resulting from this Solicitation, will be submitted to the County Mayor or designee for approval. All Proposers will be notified in writing when the County Mayor or designee makes an award recommendation. The Contract award, if any, shall be made to the two highest ranked Proposers whose proposal shall be deemed by the County to be in the best interest of the County. Notwithstanding the rights of protest listed below, the County's decision of whether to make the award and to which Proposer shall be final.

4.6 Rights of Protest

A recommendation for contract award or rejection of all proposals may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Implementing Order No. 3-21.

4.7 Negotiations

The County may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint.

The Evaluation/Selection Committee will evaluate, score and rank proposals, and submit the results of their evaluation to the County Mayor or designee with their recommendation. The County Mayor or designee will determine with which Proposer(s) the County shall negotiate. The County Mayor or designee, at their sole discretion, may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, and/or may request best and final offers. In any event the County engages in negotiations with a single or multiple Proposers and/or requests best and final offers, the discussions may include price and conditions attendant to price.

Notwithstanding the foregoing, if the County and said Proposer(s) cannot reach agreement on a contract, the County reserves the right to terminate negotiations and may, at the County Mayor's or designee's discretion, begin negotiations with the next highest ranked Proposer(s). This process may continue until a contract acceptable to the County has been executed or all proposals are rejected. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations shall complete a Collusion Affidavit, in accordance with Sections 2-8.1.1 of the Miami-Dade County Code. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award.)

Any Proposer recommended for negotiations may be required to provide to the County:

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.

5.0 TERMS AND CONDITIONS

The anticipated form of agreement is attached. The terms and conditions summarized below are of special note and can be found in their entirety in the agreement:

5.1 Vendor Registration

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, the new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed. The Vendor Registration Package, including all affidavits can be obtained by downloading from the website at <http://www.miamidade.gov/procurement/vendor-registration.asp> or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL. The recommended Proposer shall affirm that all information submitted with its Vendor Registration Package is current, complete and accurate, at the time they submitted a response to the Solicitation, by completing an Affirmation of Vendor Affidavit form.

5.2 Insurance Requirements

The Contractor shall furnish to the County, Internal Services Department, Procurement Management Services Division, prior to the commencement of any work under any agreement, Certificates of Insurance which indicate insurance coverage has been obtained that meets the stated requirements.

6.0 ATTACHMENTS

Draft Form of Agreement
Form B-1 Price Schedule
Proposal Submission Package



**PROPOSAL SUBMISSION PACKAGE
REQUEST FOR PROPOSALS (RFP) No. 00172
DISASTER DEBRIS REMOVAL MONITORING SERVICES**

In response to the Solicitation, Proposer shall RETURN THIS ENTIRE PROPOSAL SUBMISSION PACKAGE as follows:

1. Solicitation Submittal Form, Cover Page of Proposal

Complete and sign the solicitation submittal form (by Proposer or representative of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer) as required.

2. Proposer Information

Complete following the requirements therein.

Note: The Proposer Information document is available in Word and is included in the Solicitation attachments.

3. Affidavits/Acknowledgements

Complete and sign the following:

Lobbyist Registration for Oral Presentation
Fair Subcontracting Practices
Subcontractor/Supplier Listing
Contractor Due Diligence

4. Form B-1, Price Proposal Schedule

Complete following the requirements therein.

Please refer to the front cover of this Solicitation for electronic submission instructions.

Proposer Information

Proposer's Experience and Past Performance

1. State the number of years that the Proposer has been in existence, the current number of employees, and the primary markets served.
 - i. Describe the Proposer's experience and relevant past performance within the past ten (10) years in performing disaster debris removal monitoring services. Recent experience that demonstrates current capability (i.e., staffing and other necessary resources, and current expertise in debris removal, solid waste and hazardous waste management and debris disposal monitoring).
 - ii. Documented knowledge and experience of Federal, State and Local emergency agencies, state and federal programs, funding sources and reimbursement processes.
 - iii. Experience demonstrating knowledge of environmental requirements.
 - iv. Experience demonstrating knowledge in all aspects of emergency management to include procurement, deployment and management of field staff, operations, planning, contract management and accounting/reporting systems.
 - v. Governmental experience, including data on FEMA reimbursement success rates (i.e.: actual reimbursement from FEMA, including debris removal, divided by the total reimbursement requested from FEMA) and data on response times.

-
2. Provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past ten (10) years. The description should identify for each project:
 - i. client;
 - ii. description of work;
 - iii. total dollar value of the contract;
 - iv. dates covering the term of the contract;
 - v. client contact person and phone number;
 - vi. statement of whether Proposer was the prime contractor or subcontractor; and
 - vii. the results of the project and FEMA's reimbursement success rate; and
 - viii. volume of debris managed and disposed.

Note: Where possible, list and describe those projects performed for government clients or similar size private entities (excluding any work performed for the County).

-
3. List all contracts which the Proposer has performed for Miami-Dade County. The County will review all contracts the Proposer has performed for the County in accordance with Section 2-8.1(g) of the Miami-Dade County Code, which requires that "a Bidder's or Proposer's past performance on County Contracts be considered in the selection of Consultants and Contractors for future County Contracts." As such the Proposer must list and describe all work performed for Miami-Dade County and include for each project:
 - i. name of the County Department which administers or administered the contract;
 - ii. description of work;
 - iii. total dollar value of the contract;
 - iv. dates covering the term of the contract;
 - v. County contact person and phone number;
 - vi. statement of whether Proposer was the prime contractor or subcontractor; and

Proposer Information

- vii. the results of the project and FEMA's reimbursement success rate; and
 - viii. volume of debris managed and disposed.
-

Key Personnel and Subcontractors Performing Services

4. Provide an organization chart showing all key personnel, including their titles, to be assigned to this project. This chart must clearly identify the Proposer's employees and those of the subcontractors or subconsultants and shall include the functions to be performed by each individual. Provide resumes, if available with job descriptions and other detailed qualification information on such key personnel, including any key personnel of subcontractors. All key personnel include all partners, project managers, seniors and other professional staff [refer to staffing positions listed in Item 2.2(A.)(14)] that will perform work and/or services in this project.
-

5. List the names and addresses of all first tier subcontractors. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of all key personnel, including those of subcontractors who will be assigned to this project.

Note: After proposal submission, but prior to the award of any contract issued as a result of this Solicitation, the Proposer has a continuing obligation to advise the County of any changes, intended or otherwise, to the key personnel identified in its proposal.

Proposed Approach to Providing the Services

6. Describe Proposer's specific project plan and procedures including the intended approach for providing debris removal monitoring services. The project plan and procedures shall include information on how the proposer will monitor and record debris hauling contractors, train field staff, certify truck volume capacities, maintaining databases for types of debris recovered and quantities, closure activities including certifying completion of site closure and preparation of Final Report and Event Closure.
-

7. Describe Proposer's approach to project organization and management, including the responsibilities of Proposer's management and staff personnel that will be assigned during Predicted and Unpredicted Events.
-

8. Provide a staffing schedule during Predicted and Unpredicted Events that identify how Proposer plans to fulfill staffing requirements, as well as, the emergency staffing requirements. Provide emergency contacts for Proposer's management staff.
-

Proposer Information

Exceptions to Terms

9. Identify if Proposer has taken any exception to the terms of this Solicitation or draft form of agreement. If so, indicate what alternative is being offered and the cost implications of the exception(s). Be advised that no exception shall be taken where the Solicitation specifically states that exceptions may not be taken. Further, no exception shall be allowed that, in the County's sole discretion, constitutes a material deviation from the requirements of the Solicitation. Proposals taking such exceptions may, in the County's sole discretion, be deemed nonresponsive.

**ATTACHMENT B
FORM B-1- Price Proposal Schedule
Disaster Debris Removal Monitoring Services**

Instructions

Proposer must submit, Form B-1, Price Proposal Schedule, with hourly rates for the job categories as stipulated in Section 2.2 (A)(14).

Hourly Rates

The Proposer shall state its hourly rates for providing disaster debris removal monitoring services as defined throughout this Solicitation. Hourly rates shall be inclusive of all out of pocket expenses, material, travel, per diem and miscellaneous cost and fees, except for services as defined in Section 2.2(K), titled Additional Services.

Item A: Hourly Rates per Section 2.2 (A)(14)

Estimated Hours	Position	Hourly Rate	Extended Price
800	Project Manager		\$ -
2,000	Operations Manager/Assistant Project Manager		\$ -
1,200	FEMA Reimbursement Manager		\$ -
8,400	Field Supervisor		\$ -
2,800	Truck Certifier		\$ -
1,800	Staff Scheduler/ Truck Dispatcher		\$ -
900	Damage/Debris Assessment Specialist		\$ -
49,000	Collection Monitor		\$ -
12,000	Disposal Monitor		\$ -
2,600	Flagman / Traffic Controllers		\$ -
400	Data Clerk		\$ -
300	Engineer/Scientist		\$ -

Item B: Additional Job Categories per Section 2.2 (A)(15)

Position	Job Description	Hourly Rate

Note:

1. Item A: The rate information will be scored and considered together with the evaluation of qualifications submission as defined in Section 4.2 (Evaluation Criteria). Additionally, submittal of hourly rates shall in no way preclude the County from negotiating lower hourly rates. The hourly rates shall remain firm and fixed for no less than 12 months from the commencement date of the Contract , including any option or extension periods, and shall include all cost necessary to provide the services described in this Solicitation.
2. The estimated hours listed represent a three (3) million cubic yard event. Estimated quantities are for proposer’s guidance only. The estimates provided are based on the County’s past experience and shall not be relied on solely.
3. Item B will be used for informational purposes only and will **NOT** be scored
4. Miami-Dade County is exempt from all taxes (Federal, State, and Local). Tax Exemption Certificate furnished upon request.

(This is the form of agreement the County anticipates awarding to the selected Proposer.)

Disaster Debris Monitoring Services
RFP Contract No. 00172

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between _____, a corporation organized and existing under the laws of the State of _____, having its principal office at _____ (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide _____, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No.00172 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated _____, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

WHEREAS, the County desires to procure from the Contractor such _____ for the County, in accordance with the terms and conditions of this Agreement;

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

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Contract" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), all other appendices and attachments hereto, all amendments issued hereto, RFP No. 00172 and all associated addenda, and the Contractor's Proposal.
- b) The words "Contract Date" to mean the date on which this Agreement is effective.
- c) The words "Contract Manager" to mean Miami-Dade County's Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.
- d) The word "Contractor" to mean _____ and its permitted successors and assigns.
- e) The word "Days" to mean Calendar Days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.
- g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.
- h) The words "Extra Work" or "Additional Work" to mean additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
- i) The words "Predicted Event" to mean a debris generating event that can be anticipated at least 24 hours before it affects the County (i.e., a tropical weather system). The County shall, in its sole discretion, determine predicted events.
- j) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- k) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.
- l) The word "subcontractor" or "sub-consultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- m) The words "Unpredicted Event" to mean a debris generating event that cannot be anticipated at least 24 hours before it affects the County (i.e., tornado). The County

shall, in its sole discretion, determine unpredicted events.

- n) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A), 3) the Miami-Dade County's RFP No. 00172 and any associated addenda and attachments thereof, and 4) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.
- b) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required

to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.

- e) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The County anticipates awarding up to two contracts for disaster debris removal monitoring services for a five (5) year period, with one (1), five-year option-to-renew, at the County's sole discretion. The Contract shall become effective on the date indicated on the first page of this agreement and shall continue through the last day of the 60th month or until all services to be performed pursuant to the scope of service and in effect at the end of the stated time period are completed by contractor and accepted by the County, whichever may be later. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for five (5) additional years. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) to the County

- a) to the Project Manager:

Miami-Dade County
Public Works and Waste Management Department
2525 NW 62nd Street, 5th Floor
Miami, FL 33147
Attention: Olga Espinosa-Anderson
Phone: (305) 514-6730
Fax: (305) 514-6882
E-mail: oe1@miamidade.gov

and,

- b) to the Project Manager:

Miami-Dade County
Parks, Recreation and Open Spaces Department
275 NW 2 Street

Miami, FL 33128
Attention: William E. Solomon
Phone: (305) 755-7873
Fax: (305) 755-7890
E-mail: pbs@miamidade.gov

and,

c) to the Contract Manager:

Miami-Dade County
Internal Services Department, Procurement Management Division
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974
Attention: Assistant Director
Phone: (305) 375-5548
Fax: (305) 375-2316
E-mail:

(2) To the Contractor

Attention:
Phone:
Fax:
E-mail:

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be as stipulated in Attachment B, Price Schedule. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

All Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

ARTICLE 8. HOURLY RATES

The hourly rates proposed in Attachment B, Price Schedule (Form B-1) shall remain firm and fixed for no less than 12 months from the commencement date of the Contract, including any option or extension periods; however, the Contractor may offer discounts to the County. It is the selected Proposer's responsibility to request any price adjustment. The selected Proposer's request for adjustment must be submitted to the County's Internal Services Department for review no less than 90 days prior to expiration of the then current contract year. The County may consider an adjustment to prices based on the Consumer Price Index (CPI) percentage change as calculated by the US Department of Commerce for all Urban Consumers in the

Miami-Ft. Lauderdale area.

The County reserves the right to reject any price adjustments submitted by the Contractor or to negotiate lower pricing during the contract period based on market conditions or other factors that influence price. The County also reserves the right to apply any reduction in pricing based on the downward movement of the applicable index.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, the Contractor may bill the County periodically, but not more than once per month, for completed services as described in Section 2.2 (**Services to be Performed**) **A thru J** and as further priced in Attachment B – Form B-1 (**Price Proposal Schedule**). In addition, the County will pay on an as needed basis additional services as defined in Section 2.2K. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County
Public Works and Waste Management Department
2525 NW 62nd Street, 5th Floor
Miami, FL 33147
Attention: Accounts Payable

Miami-Dade County
Parks, Recreation and Open Spaces Department
275 NW 2 Street
Miami, FL 33128
Attention: William E. Solomon

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 10. INDEMNIFICATION AND INSURANCE

Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The Contractor shall furnish to the Internal Services Department / Procurement Management Services, 111 NW 1st Street, Suite 1300, Miami, Florida 33128-1989, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability (when applicable) in the name of the Contractor or the Licensed Professional employed by the Contractor in an amount not less than \$1,000,000 per claim.

AERIAL PHOTOGRAPHIC SERVICES

In addition to the insurance requirements A - D mentioned above, the contractor will provide or cause its subcontractor to provide:

- E. Aircraft Liability including Passenger Liability in the name of the contractor or subcontractor, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami Dade County must be shown as an additional insured with respect to this coverage.**

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than “**A-**” as to management, and no less than “**Class VII**” as to financial strength by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest “List of All Insurance Companies Authorized or Approved to Do Business in Florida” issued by the State of Florida Department of Financial Services.

**NOTE: CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128**

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the County.

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days. If the insurance certificate is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) business days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Contractor shall be responsible for ensuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract.

ARTICLE 11. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and

conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.

- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.
- c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 12. EMPLOYEES OF THE CONTRACTOR

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the

relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 14. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

- a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- d) In the event of such dispute, the parties to this Agreement authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Mayor within 10 days of the occurrence, event or act out of which the dispute arises.
- e) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor.

Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 15. MUTUAL OBLIGATIONS

- a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 17. AUDITS

The County, or its duly authorized representatives or governmental agencies, shall until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to Section 2-481 of the Miami-Dade County Code, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 18. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 20. SUBCONTRACTUAL RELATIONS

- a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.
- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.
- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for

evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 22. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 23. TERMINATION AND SUSPENSION OF WORK

- a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.
- b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.
- d) In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor.
- e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
 - i. stop work on the date specified in the notice ("the Effective Termination Date");
 - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
 - iii. cancel orders;
 - iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - v. take no action which will increase the amounts payable by the County under this Agreement; and

- f) In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:
- i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 - ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.
- g) All compensation pursuant to this Article are subject to audit.

ARTICLE 24. EVENT OF DEFAULT

- a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include the following:
- i. the Contractor has not delivered Deliverables on a timely basis;
 - ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
 - iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
 - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
 - vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;
 - vii. the Contractor has failed in the representation of any warranties stated herein.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:
- i. treat such failure as a repudiation of this Agreement; and
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

- c) In the event the County shall terminate this Agreement for default, the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the County, the County may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and
- c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.
- b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify,

and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

- d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 28. CONFIDENTIALITY

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.
- b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents,

subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 29. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

ARTICLE 30. PROPRIETARY RIGHTS

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.
- b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.

- c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 31. VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Internal Services Department, Procurement Management Division, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

- | | |
|---|---|
| <p>1. Miami-Dade County Ownership Disclosure Affidavit
(Section 2-8.1 of the County Code)</p> <p>2. Miami-Dade County Employment Disclosure Affidavit
(Section 2-8-1(d)(2) of the County Code)</p> <p>3. Miami-Dade County Employment Drug-free Workplace Certification
(Section 2-8.1.2(b) of the County Code)</p> <p>4. Miami-Dade Disability and Nondiscrimination Affidavit
(Section 2-8.1.5 of the County Code)</p> <p>5. Miami-Dade County Debarment Disclosure Affidavit
(Section 10.38 of the County Code)</p> <p>6. Miami-Dade County Vendor Obligation to County Affidavit
(Section 2-8.1 of the County Code)</p> <p>7. Miami-Dade County Code of Business Ethics Affidavit
(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)</p> | <p>8. Miami-Dade County Family Leave Affidavit
(Article V of Chapter 11 of the County Code)</p> <p>9. Miami-Dade County Living Wage Affidavit
(Section 2-8.9 of the County Code)</p> <p>10. Miami-Dade County Domestic Leave and Reporting Affidavit
(Article 8, Section 11A-60 11A-67 of the County Code)</p> <p>11. Subcontracting Practices
(Ordinance 97-35)</p> <p>12. Subcontractor /Supplier Listing
(Section 2-8.8 of the County Code)</p> <p>13. Environmentally Acceptable Packaging
(Resolution R-738-92)</p> <p>14. W-9 and 8109 Forms
(as required by the Internal Revenue Service)</p> <p>15. FEIN Number or Social Security Number</p> |
|---|---|

In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- Identification of individual account records
- To make payments to individual/Contractor for goods and services provided to Miami-Dade County
- Tax reporting purposes
- To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records

16. Office of the Inspector General
(Section 2-1076 of the County Code)

17. Small Business Enterprises

The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.

18. Antitrust Laws

By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) Conflict of Interest

Section 2-11.1(d) of Miami-Dade County Code requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 32. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 33. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

- a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- b) Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.

- c) Environmental Protection Agency (EPA), as applicable to this Contract.
- d) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment without regard to race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, or veteran status. The aforesaid provision 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. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.
- e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.
- f) Miami-Dade County Code Section 10-38 "Debarment".
- g) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.
- h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), permit(s), etc. for the Contractor prior to authorizing work and as needed.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 34. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, or veteran status, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the

Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 35. CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
 - i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
 - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 37. BANKRUPTCY

The County reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 38. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

ARTICLE 39. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at <https://iapps.southfloridaworkforce.com/firstsource/>.

ARTICLE 40. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF A PUBLIC AGENCY

The Contractor shall comply with the state of FL Public Records Law, s. 119.0701, F.S., specifically to: (1) keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If the Contractor does not comply with a public records request, the public agency shall enforce contract provisions in accordance with the contract.

ARTICLE 41. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor

Miami-Dade County

By: _____

By: _____

Name: _____

Name: Carlos A. Gimenez

Title: _____

Title: Mayor

Date: _____

Date: _____

Attest: _____
Corporate Secretary/Notary Public

Attest: _____
Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form
and legal sufficiency

Assistant County Attorney

**Bid Tabulation Packet
for
Solicitation RFP-00172**

DISASTER DEBRIS REMOVAL MONITORING SERVICES

Bid designation: Public



Miami-Dade County

Bid #RFP-00172 - DISASTER DEBRIS REMOVAL MONITORING SERVICESCreation Date **Nov 17, 2014**End Date **Jan 22, 2015 6:00:00 PM EST**Start Date **Dec 12, 2014 5:03:23 PM EST**Awarded Date **Not Yet Awarded**

RFP-00172--01-01 DISASTER DEBRIS REMOVAL MONITORING SERVICES					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Rostan Solutions, LLC	First Offer -	1 / each		Y	Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
CB&I	First Offer -	1 / each		Y	Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
True North Emergency Management, LLC	First Offer -	1 / each		Y	Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Witt O'Brien's LLC	First Offer -	1 / each		Y	Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
CDR MAGUIRE INC.	First Offer -	1 / each		Y	Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Metric Engineering, Inc.	First Offer -	1 / each		Y	Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Tetra Tech, Inc	First Offer -	1 / each		Y	Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

Supplier Totals

Rostan Solutions, LLC		\$0.00
Bid Contact	Travis Mays tmays@rostan.com Ph 813-333-7042	Address 3433 Lithia Pinecrest Road Suite 287 Valrico, FL 33596
Agency Notes:	Supplier Notes:	
Metric Engineering, Inc.		\$0.00
Bid Contact	Mariley Perez mperez@metriceng.com Ph 305-235-5098 Fax 305-235-5271	Address 13940 SW 136 Street Miami, FL 33186
Agency Notes:	Supplier Notes:	
CB&I		\$0.00
Bid Contact	Alejandro Sarandrea Pamela.Nowicki@cbi.com Ph 305-818-2633	Address 14350 Commerce Way Miamki lakes, FL 33016
Agency Notes:	Supplier Notes:	
Witt O'Brien's LLC		\$0.00
Bid Contact	Andrea Bradshaw abradshaw@wittobriens.com Ph 281-320-9796	Address 818 Town & Country Blvd Suite 200 Houston, TX 77024
Agency Notes:	Supplier Notes:	
True North Emergency Management, LLC		\$0.00
Bid Contact	Tracy Enlow tenlow@truenorthem.com Ph 817-870-2422	Address 512 Main Street Suite 415 Fort Worth, TX 76102
Agency Notes:	Supplier Notes:	
CDR MAGUIRE INC.		\$0.00
Bid Contact	KATRINA KERR katrina.kerr@cdrmaguire.com	Address 8669 NW 36 STREET SUITE 340

Ph 786-235-8534	MIAMI, FL 33166
Agency Notes:	Supplier Notes:
Tetra Tech, Inc	\$0.00
Bid Contact Betty Kamra betty.kamara@tetrattech.com Ph 321-441-8518	Address 2301 Lucien Way, Suite 120 Maitland, FL 32751
Agency Notes:	Supplier Notes:

**

Tetra Tech, Inc

Bid Contact **Betty Kamra**
betty.kamara@tetratech.com
Ph 321-441-8518

Address **2301 Lucien Way, Suite 120**
Maitland, FL 32751

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
RFP-00172--01-01	DISASTER DEBRIS REMOVAL MONITORING SERVICES	Supplier Product Code:	First Offer -	1 / each	Y	Y

Supplier Total **\$0.00**

Tetra Tech, Inc

Item: **DISASTER DEBRIS REMOVAL MONITORING SERVICES**

Attachments

Tetra Tech Proposal RFP 00172.pdf



Proposal | January 2015



Miami-Dade County, Florida

Disaster Debris Removal Monitoring Services

RFP No. 00172





Mr. Lenny Sandoval
 Procurement Contracting Officer
 Miami-Dade County
 111 NW 1st Street, Suite 1300
 Miami, FL 33128

Subject: **RFP #00172 – Disaster Debris Removal Monitoring Services**

Dear Mr. Sandoval and Members of the Evaluation Committee,

Tetra Tech, Inc.¹, (Tetra Tech), along with our local minority partner, ADA Engineering, Inc. (ADA), is honored to submit the enclosed proposal to continue providing disaster debris monitoring services to Miami-Dade County. For the past 10 years, our team has been Miami-Dade County's disaster debris monitoring contractor, including activations for Hurricanes Katrina and Wilma. We have worked closely with Miami-Dade staff to secure Federal Emergency Management Agency (FEMA) reimbursement and to prepare for the next hurricane. Tetra Tech, with its 14,000 employees (500 in Florida alone) and over 300 offices, is the recognized leader in disaster debris monitoring and is ideally suited to assist Miami-Dade County for the following reasons:

- **10 Years of Experience as Miami-Dade County's Disaster Debris Monitoring Firm.** Over the last decade, Tetra Tech has been the County's contracted disaster debris management and consulting firm. Following Hurricanes Katrina and Wilma in 2005, Tetra Tech provided debris monitoring services to the County for cleanup of over 3 million cubic yards of debris. Since then, Tetra Tech has assisted the County with several other disaster debris-related projects, including updating of the County's disaster debris management plan, conducting a hurricane exercise, and developing custom software to track damages caused by debris haulers. Our team also supported the County through annual pre-hurricane season meetings in each of the last nine years to discuss FEMA reimbursement program updates and demonstrate our RecoveryTrac™ automated debris management technology (ADMS). Additionally, ADA, our teaming partner for this project, has worked with the County's Department of Environmental Resources Management to provide roadway, drainage, and secondary canal infrastructure improvements. In addition to our debris monitoring experience with the County, our team is also familiar with the County's staff, procurement process, FEMA documentation submittal requirements, infrastructure, computer data management, and other systems allowing us to respond immediately with no learning curve.
- **FEMA Reimbursement Experts.** Tetra Tech staff are trained experts in FEMA reimbursement and have recovered billions of dollars of FEMA-eligible debris-related reimbursement costs for our clients. Debris monitoring is a requirement for FEMA reimbursement. As a result, our staff is fully up-to-date on the latest changes in FEMA reimbursement policy, and our field debris monitoring procedures are constantly updated to maximize reimbursement for our clients. Collectively, we have overseen and managed the recovery of **over 69 million cubic yards of debris** on behalf of over 250 public sector clients, resulting in excess of **\$3.5 billion in reimbursable costs** to our clients from the FEMA, the Federal Highway Administration, and the Natural Resources Conservation Service. A key member of our team is **Mr. Dick Hainje**, former regional administrator of FEMA Region VII. Mr. Hainje has led response to over 60 presidential disasters declarations and assisted FEMA Region IV with the 2004 Florida hurricane response. Mr. Hainje frequently meets with local officials and FEMA Region IV on matters related to reimbursement policies.
- **Trusted, Florida-Based Team.** Our team includes several familiar faces who have worked extensively with the County staff in the past. For example, **Jonathan Burgiel**, Tetra Tech's proposed project manager, served as the

¹ The BDR Division is now Tetra Tech, Inc.

County's disaster debris monitoring project manager after Hurricanes Katrina and Wilma and has been extensively involved in the development of the County's disaster debris management plan and annual training with County staff. He has worked over a decade with the County public works staff preparing for and responding to hurricanes. Mr. Burgiel is considered one of the nation's leading experts in disaster debris monitoring and FEMA reimbursement.

Our proposed deputy project manager, **Mr. Robert Menge**, served as the Miami-Dade County Public Works and Waste Management (PWWM) Department's lead for hurricane debris management. He possesses over 33 years of experience as a Miami-Dade County employee. Mr. Menge was intimately involved in debris removal operations after Hurricanes Katrina and Wilma. Mr. Menge led the development of the County disaster debris management plan and has in-depth knowledge of the County's disaster debris operations staff, procurement, and contract requirements. As a member of the Tetra Tech team, he will have a critical role in the event of a hurricane due to his unmatched knowledge of the County's systems, staff, and approach to disaster debris management.

Our proposed data manager, **Mr. Jeff Dickerson**, served as the County's data operations manager following Hurricanes Katrina and Wilma. Mr. Dickerson led the development of Tetra Tech's ADMS technology and has integrated the County's police grids into the system to allow the County to allocate work to the County's 37 debris haulers. **Ms. Anne Cabrera**, who headed up the County's invoice reconciliation after Hurricane Wilma and understands the County's accounts payable processes, will be performing this role again under the new contract. **Mr. Will McGowen**, who headed up the debris tower monitoring management at the North and South County landfills, will again serve in this important role. These and other familiar faces will provide the County with the confidence of having future projects executed by a team the County already knows and trusts.

- **Experience with Parks and Public Works.** Tetra Tech has significant experience in assisting parks and public works departments with recovery from hurricanes, including past work for the City of Houston Parks and Recreation Department, State of NJ Parks as well as the Miami-Dade County Parks, Recreation and Open Spaces Department (Miami-Dade Parks) after Hurricanes Katrina and Wilma. Tetra Tech will have an office at 150 West Flagler Street, Suite 1625, Miami, FL 33130, adjacent to the County's offices. This office will be used to locate our Miami-Dade Parks project manager to ensure our team can work closely with parks in their recovery effort. Likewise, our team is prepared to locate our key staff at the County's NW 58th St. Disaster Debris Operations Center (War Room) to ensure we are closely coordinating efforts with County staff.
- **Value-Added Annual Pre-Hurricane Season Meetings and Force Account Reimbursement Training.** Because Miami-Dade County is a long-standing key client, Tetra Tech will provide value-added pre-hurricane season meetings to County staff on the latest FEMA policies. Tetra Tech will also provide training on how to properly record force account labor to ensure the County maximizes reimbursement, an area that costs communities millions of dollars each year due to improper documentation.
- **No Competing Contracts in South Florida.** Unlike other firms that have commitments to other large communities in South Florida like the Cities of Miami and Fort Lauderdale, Tetra Tech has no such competing priorities. Miami-Dade County is our #1 priority in South Florida. We have intentionally not committed to any large communities in South Florida to ensure our staff is ready and available to serve Miami-Dade County.
- **ADMS Technology.** Tetra Tech's RecoveryTrac™ ADMS technology allows our staff to monitor and manage a recovery effort electronically, increasing productivity while decreasing fraud, human error, and cost to the County. ***RecoveryTrac™ was designed to provide Miami-Dade County real-time data on missed pickups, damage caused by debris haulers, and street level pass maps. We understand the field operational and communication issues and have worked closely with PWWM staff to address these problem areas with proven results.*** Our team has successfully implemented our ADMS technology for Boulder County, Colorado (Flooding); Rapid City, South Dakota (Ice Storm); Sioux Falls, South Dakota (Ice Storm); the State of New Jersey Department of Environmental Protection (Hurricane Sandy); St. John the Baptist Parish, Louisiana (Hurricane Isaac); the City of Houston, Texas (Severe Drought); and several communities in South Carolina and Georgia in response to Winter Storm Pax within the past two years.

TETRA TECH

- **Nationally Recognized Leader in Disaster Debris Monitoring.** Since 2004, our team has assisted more local governments with debris monitoring efforts following catastrophic natural disasters than any other firm in the nation. We have served as the ground-zero debris monitoring consultant for many clients affected by our nation's most catastrophic natural disasters, including Escambia County, Florida (Hurricane Ivan); the City of Galveston, Texas (Hurricane Ike); Cedar Rapids, Iowa (Flooding); Bastrop County, Texas (Wildfires); the States of North Carolina and Virginia (Hurricane Irene); and the State of New Jersey (Hurricane Sandy). Tetra Tech would be honored to continue serving as the County's disaster debris monitoring services provider and working with the County to prepare for disasters. For questions regarding this response, please feel free to contact me or Ms. Betty Kamara listed below.

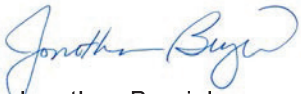
Technical representative:**Mr. Jonathan Burgiel**

(407) 342-2282 | jonathan.burgiel@tetrattech.com

Contractual representative:**Ms. Betty Kamara**

(407) 803-2551 | betty.kamara@tetrattech.com

Sincerely,

Tetra Tech, Inc.

Jonathan Burgiel

Vice President, Operations

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Forms..... *Submitted Electronically via BidSync*

- Proposal Submittal Form
- Contractor Due Diligence Affidavit
- Lobbyist Registration for Oral Presentation
- Subcontractor/Supplier Listing Form
- Fair Subcontracting Practices Form

Section 1: Proposer's Experience and Past Performance

This section has been structured to specifically address items #1, #2, and #3 in Miami-Dade County's (County) Proposer Information Form for RFP-00172.

1. FIRM OVERVIEW AND HISTORY

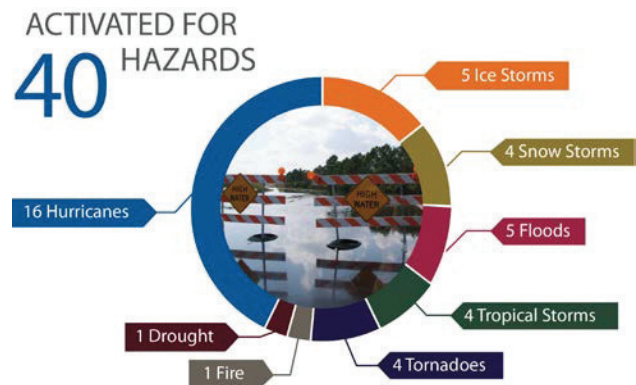
Tetra Tech, Inc.¹, (Tetra Tech) is a leading provider of consulting, engineering, and technical services worldwide. Founded in 1966, Tetra Tech is one of the leading firms in the nation in the field of disaster management and homeland security, with millions of dollars in revenue coming from contracts in such diverse areas as infrastructure hardening and protection; disaster recovery; emergency management, planning, and preparedness; community resilience; disaster recovery; 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 14,000 employees in 330 offices 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.** We understand the significant resource commitment and effort that is necessary to manage and monitor large-scale debris removal operations for local governments. Our staff members have monitored and obtained Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), and Natural Resources Conservation Service (NRCS) reimbursement on **13 debris removal projects in excess of 1 million cubic yards (CYs).** **Our record of success includes serving over 250 state and local government clients in response to over 40 presidential disaster declarations over the last decade.** In total, our team has successfully managed the removal of and reimbursement for over **69 million CYs of debris** as well as the **demolition of over 5,000 uninhabitable residential and commercial structures.** As a result of our successful performance on past projects, our staff members are national leaders in providing management and support documentation following a disaster debris-generating event.

Likewise, our team's understanding of the FEMA, the FHWA (including recent changes), and other reimbursement agencies' requirements for eligibility, documentation, and reimbursement helps clients receive the maximum reimbursement allowed. **Our team has obtained over \$3.5 billion in reimbursement funds for our clients** from federal agencies such as FEMA, FHWA, and the NRCS.

Within our proposal, we demonstrate the following:

- Our team duly qualified to perform the scope of work outlined in the County's request for proposal, as evidenced by our staff's extensive experience responding to many of the nation's most catastrophic disasters over the past 10 years.
- Our team is committed to providing the County with skilled resources within the time frames specified by the County, as evidenced by the depth of experience of our Florida-based team and no competing contracts in South Florida. **Miami-Dade County is our #1 priority in South Florida.**



¹ The BDR Division is now Tetra Tech, Inc.

Section 1: Proposer's Experience and Past Performance

- Our team's previous performance in the County following Hurricanes Katrina and Wilma and our unwavering commitment to the County even during times of normalcy, including conducting annual pre-hurricane season meetings for the last nine years.
- Our team offers a proven approach that has been refined in disaster activations across the United States, including 13 projects with over 1 million CYs of debris, as evidenced by our team's detailed scope of work and significant work history in the disaster response marketplace, including in Miami-Dade County and throughout Florida.
- Our team offers detailed reporting, real-time debris collection tracking, and mapping capabilities that are driven by our RecoveryTrac™ automated debris management system (ADMS) technology, which will be tailored to meet the County's data needs. RecoveryTrac™ allows our staff to monitor and manage a recovery effort electronically and increases productivity while decreasing fraud, human error, and cost to the County.

Local Presence Facilitates a Rapid Mobilization

In the aftermath of a disaster, time is critical. Each crucial minute that slips by could result in higher costs and longer down times. Minimizing the impact of a disaster calls for an emergency management partner with the resources to mobilize a swift, efficient response in hours, not days. For that reason, Tetra Tech will serve as prime consultant and will perform work for the County from **our offices at 150 West Flagler Street, Suite 1625, Miami, FL 33130, which is located across the street from the County's office.**

Joining Tetra Tech in this submittal is ADA Engineering, Inc. (ADA). *ADA has three offices in Florida, including a location at 8550 NW 33rd Street, Suite 202, Doral, FL 33122.* Tetra Tech can also utilize ADA's local office in the County to support operations. *Additional information about our teaming partner is included in Section 2 – Key Personnel and Subcontractors.*

Tetra Tech also maintains a warehouse located in Central Florida with over 120 fully stocked bays of debris monitoring supplies capable of supporting over 50 simultaneous recovery operations for over 90 days. In addition to our warehouse, Tetra Tech owns a fleet of project-ready supply and satellite trailers that can be mobilized at a moment's notice. ***Our team has successfully deployed large-scale mobilizations of hundreds of staff and thousands of dollars' worth of equipment to multiple clients in a matter of days and on very short notice.***

Tetra Tech's national network of resources includes 24 offices throughout Florida, including three offices in the County. The Tetra Tech team can utilize these office locations as necessary to immediately respond to the County's need for personnel and resources following a debris-generating event or other disaster. These local offices may be used for office space, on-site IT personnel, communication resources (e.g., a debris hotline call center if deemed necessary by the County), or staging of mobile trailers and equipment.

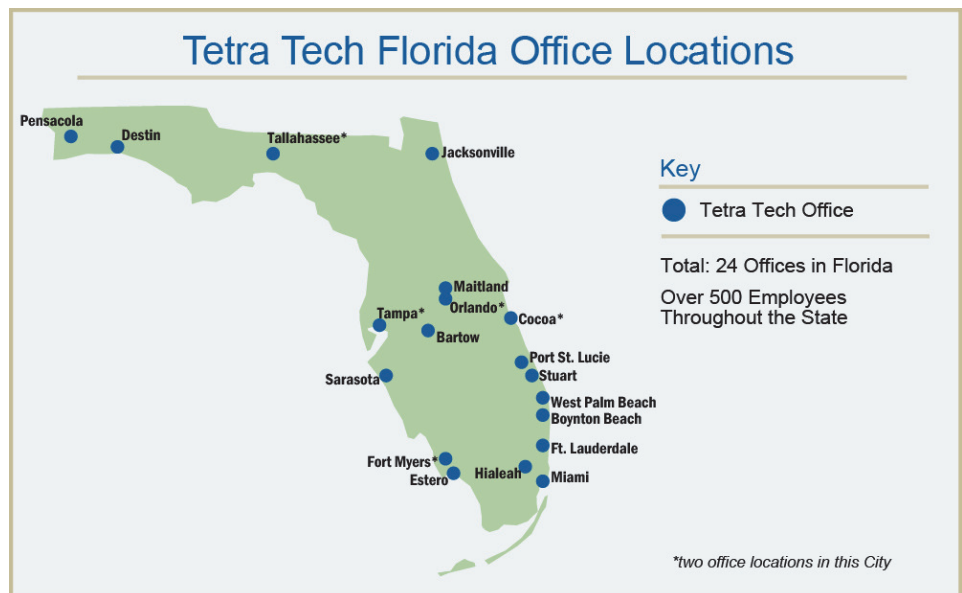


Exhibit 1-1: Office Locations in Florida

Section 1: Proposer's Experience and Past Performance

1.1 Experience and Past Performance within the Past 10 Years

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. One of the keys to maintaining readiness in the field of disaster response and recovery is remaining active year-round. ***Our team has responded to 10 major disaster declarations since 2011, totaling over 75 clients throughout the country.***

Additionally, Tetra Tech has a unique understanding of the County and of the potential challenges a large-scale debris-generating event would have on the County. ***In 2005, Tetra Tech, the successor of interest to BDR, Inc., was awarded the Miami-Dade County debris monitoring contract.*** In the years since then, the County has been fortunate enough not to have needed to activate the monitoring contract. However, our team has provided assistance in the preparation for a disaster through annual pre-season meetings and working sessions with the County.

Exhibit 1-2 summarizes our team's experience serving as the prime contractor on large-scale debris monitoring projects in the past 10 years. Our services under these engagements included environmental permitting, right-of-way (ROW) debris collection monitoring, leaner/hanger/stump removal monitoring, temporary debris management site (TDMS) monitoring, private property debris removal and right-of-entry administration, contractor invoice reconciliation, and federal grant reimbursement support.

Exhibit 1-2 Summary of Our Large-Scale Debris Monitoring Activations

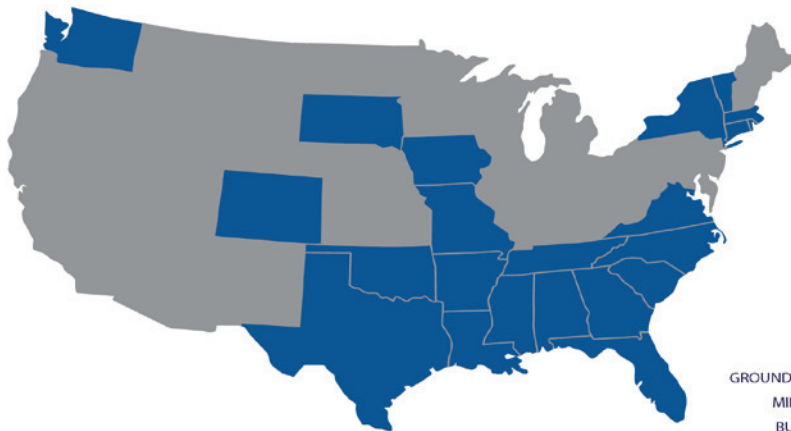
Client	Disaster	Year	CYs Monitored
Escambia County, Florida	Hurricane Ivan	2004	5,385,084
City of Pensacola, Florida	Hurricane Ivan	2005	1,381,670
Santa Rosa County, Florida	Hurricane Dennis	2005	1,708,085
Escambia County, Florida	Hurricane Dennis	2005	1,589,182
Jefferson County, Texas	Hurricane Rita	2005	1,448,027
City of Gulfport, Mississippi	Hurricane Katrina	2005	2,891,220
Harrison County, Mississippi	Hurricane Katrina	2005	2,494,971
Miami-Dade County, Florida	Hurricane Wilma	2005	2,571,871
City of Pembroke Pines, Florida	Hurricane Wilma	2005	919,200
City of Plantation, Florida	Hurricane Wilma	2005	796,369
City of Springfield, Missouri	Midwest Snowstorms	2007	1,442,727
City of Houston, Texas	Hurricane Ike	2008	5,469,167
Harris County, Texas	Hurricane Ike	2008	2,395,475
City of Bolivar, Texas	Hurricane Ike	2008	2,699,683
City of Galveston, Texas	Hurricane Ike	2008	1,810,857
Galveston County, Texas	Hurricane Ike	2008	859,496
City of Baytown, Texas	Hurricane Ike	2008	817,603
Bastrop County, Texas	Texas Drought and Wildfires	2011	773,068
Augusta-Richmond County, Georgia	Winter Storm Pax	2014	645,970

Section 1: Proposer's Experience and Past Performance

Similar to the services being requested by the County, our team has successfully assisted clients across the country with recovering from the damaging effects of hurricanes, tropical storms, tornadoes, floods, and ice storms. Exhibit 1-3 provides a list of the disasters our team has responded to since 2001.

Exhibit 1-3 Experience Matrix

RESPONSE & RECOVERY SERVICES EXPERIENCE MATRIX AT A GLANCE...



258
COMMUNITIES
IN 22 STATES

- TORNADOES - 2014
- ICE STORM - 2014
- ICE STORM - 2013
- FLOODING - 2013
- HURRICANE SANDY - 2012
- HURRICANE ISAAC - 2012
- TROPICAL STORM DEBBY- 2012
- NOREASTER (WINTER STORMS) - 2011
- TEXAS DROUGHT - 2011
- TEXAS WILDFIRES - 2011
- HURRICANE IRENE - 2011
- TORNADOES - 2011
- FLOODING - 2010
- TORNADOES - 2010
- ICE STORMS - 2010
- HURRICANE ALEX - 2010
- ICE STORMS - 2009
- SNOW STORMS - 2009
- TROPICAL STORM IDA - 2009
- HURRICANE IKE - 2008
- HURRICANE GUSTAV - 2008
- TROPICAL STORM FAY - 2008
- HURRICANE DOLLY - 2008
- MIDWEST FLOODING - 2008
- MIDWEST ICE STORM - 2007
- GROUNDHOG DAY TORNADOES - 2007
- MIDWEST SNOW STORMS - 2007
- BUFFALO SNOW STORMS - 2006
- HURRICANE WILMA - 2005
- HURRICANE RITA - 2005
- HURRICANE KATRINA - 2005
- HURRICANE DENNIS - 2005
- HURRICANE JEANNE - 2004
- HURRICANE IVAN - 2004
- HURRICANE FRANCES - 2004
- HURRICANE CHARLEY - 2004
- HURRICANE LILI - 2002
- TROPICAL STORM GABRIELLE - 2001

40 EVENTS/CLIENTS
2001-2014

39,721
MILES
OR 69,910,303
TOTAL CUBIC YARDS OF DEBRIS



- 61,093,629 TOTAL CUBIC YARDS OF DEBRIS 16 HURRICANES
- 6,399,127 TOTAL CUBIC YARDS OF DEBRIS 9 SNOW/ICE WINTER STORMS
- 361,402 TOTAL CUBIC YARDS OF DEBRIS 4 TORNADOES
- 207,250 TOTAL CUBIC YARDS OF DEBRIS 4 TROPICAL STORMS
- 548,895 TOTAL CUBIC YARDS OF DEBRIS 5 FLOODS
- 1,300,000 TOTAL CUBIC YARDS OF DEBRIS 2 WILDFIRES/DROUGHTS

Section 1: Proposer’s Experience and Past Performance

Leaning Trees, Hanging Limbs, and Stump Removal Experience

In addition to traditional debris monitoring programs, Tetra Tech has significant experience in assisting parks and public works departments with recovering from hurricanes, tropical storms, ice storms, and fires. This has included significant work removing leaning trees, hanging limbs, and stumps, which pose significant threats to public health and safety. Guidance on reimbursement for the removal of these vegetative threats is disaster-specific. Our team has assisted numerous clients in surveying, documenting, and monitoring the removal of leaning trees, hanging limbs, and stumps. Exhibit 1-4 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 1-4 Previous Leaner/Hanger/Stump Removal Programs

Client	Event	Total Leaners/Hangers/Stumps Removed
City of Augusta,	2014 Winter Storm Pax	26,800
City of Sioux Falls,	2013 Ice Storm	26,700
State of Connecticut	2011 Winter Storm Alfred	57,200
Henrico County,	2011 Hurricane Irene	15,500
Arkansas Game and	2009 Ice Storm	48,900
City of Houston, Texas	2008 Hurricane Ike	212,500
City of Norman,	2007 Midwest Ice Storm	26,800
Greene County,	2007 Midwest Snow Storm	53,900
Town of Amherst, New	2006 Ice Storm	32,700
City of Fort	2005 Hurricane Wilma	20,400
Santa Rosa County,	2005 Hurricane Dennis	13,700
Escambia County,	2004 Hurricane Ivan	15,100

1.2 Experience of Federal, State and Local Funding Sources and Reimbursement Procedures

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.

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**

Section 1: Proposer's Experience and Past Performance

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.

Tetra Tech uses debris estimate models and damage assessment experts to supply FEMA PA and project officers with the information needed to generate project worksheet estimates at the beginning of a debris removal project. By helping FEMA staff prepare project worksheet estimates at the onset of the project, Tetra Tech is able to begin the flow of federal funds early in the project, many times prior to the actual receipt of invoices for the work performed by contractors. This reduces the need for clients to tap into cash reserves or credit lines to pay contractors.

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. **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.**

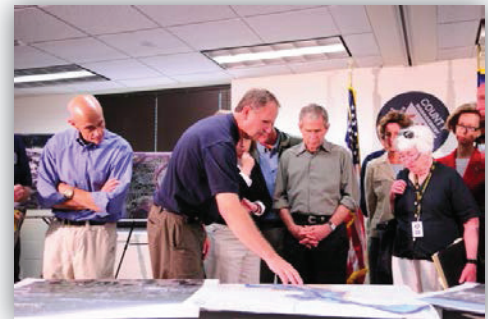
Following the four hurricanes that struck Florida, Mr. Hainje served as director of emergency housing, which was the largest emergency housing operation in more than a decade. Mr. Hainje frequently meets with local officials and FEMA Region IV on matters related to reimbursement policies.

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 ROW debris removal eligibility. This allows us to monitor contracts to the smallest detail while concurrently managing and documenting the operation using proven methodologies that maximize FEMA reimbursement. **Our understanding of reimbursement agencies' requirements for eligibility, documentation, and reimbursement has helped our clients obtain over \$3.5 billion in reimbursement funds from federal agencies such as FEMA, FHWA, and the NRCS.**

1.3 Environmental Experience

Tetra Tech has broad-based expertise with hazardous materials and waste management and compliance assurance spanning more than 20 years for both private and public sector clients. We have a proven record of helping customers address National Environmental Policy Act (NEPA) compliance, Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA)/Superfund Amendments and Reauthorization Act (SARA), Resource Conservation and Recovery Act (RCRA), Toxic Substances Control Act



While serving as FEMA's Region VII Administrator, Mr. Hainje briefed President Bush on the Midwest flooding of 2008.

Section 1: Proposer's Experience and Past Performance

(TSCA), Occupational Safety and Health Act (OSHA), and other federal, state, and local regulations in hazardous materials assessment and hazardous waste management.

This expertise has been developed through extensive training and hands-on experience at sites across the United States requiring site investigation, analysis of treatment systems, evaluation of storage and transportation methods, development and implementation of remedial measures, and understanding of and compliance with complex federal and state regulatory requirements.

Tetra Tech has evaluated hazardous materials, waste streams, and operating practices for a full range of clients and developed or updated standard protocols, compliance procedures, and regulatory requirements specific to the operation and materials used and produced. Tetra Tech staff has performed compliance evaluations of numerous types of facilities and industries; conducted Phase I, II, and III site assessments and investigations; performed feasibility studies and treatability studies; consulted on waste storage and management activities; and developed training materials and performed staff training for clients. Our work has included environmentally compliant and historically sensitive demolition programs.

Additionally, Tetra Tech has responded to every major disaster debris-generating event that has affected the continental United States. Exhibit 1-5 summarizes the largest events that Tetra Tech has responded to over the past nine years, along with representative clients and projects and the environmental issues that we successfully addressed on behalf of our clients. In addition to our portfolio of hurricane response and recovery deployments, Tetra Tech has responded to multiple debris-generating events as a result of severe winter weather, snow, and ice storms. Tetra Tech is familiar with the actions that must be taken to address debris-related environmental issues in the County.

Exhibit 1-5 Project Deployments and Environmental Issues Addressed

Event	Environmental Issues Successfully Addressed	
Hurricane Isaac FEMA-4080-DR	<ul style="list-style-type: none"> • DMS Permitting • HHW Removal • E-Waste 	<ul style="list-style-type: none"> • DMS Soil Testing, Closure and Remediation • C&D Removal and Disposal
Hurricane Charley FEMA-1539-DR	<ul style="list-style-type: none"> • DMS Permitting 	<ul style="list-style-type: none"> • DMS Soil Testing, Closure and Remediation
Hurricane Frances FEMA-1545-DR	<ul style="list-style-type: none"> • DMS Permitting 	<ul style="list-style-type: none"> • DMS Soil Testing, Closure and Remediation
Hurricane Ivan FEMA-1551-DR	<ul style="list-style-type: none"> • DMS Permitting • DMS Soil Testing, Closure and Remediation • White Goods and Freon Removal • Sand Quality Testing and Screening 	<ul style="list-style-type: none"> • Household Hazardous Waste (HHW) Removal and Site Management • Construction & Demolition (C&D) Removal and Disposal
Hurricane Jeanne FEMA-1561-DR	<ul style="list-style-type: none"> • DMS Permitting 	<ul style="list-style-type: none"> • DMS Soil Testing, Closure and Remediation
Hurricane Dennis FEMA-1595-DR	<ul style="list-style-type: none"> • DMS Permitting 	<ul style="list-style-type: none"> • DMS Soil Testing, Closure and Remediation
Hurricane Katrina FEMA-1602-DR FEMA-1603-DR FEMA-1604-DR	<ul style="list-style-type: none"> • DMS Permitting • DMS Soil Testing, Closure and Remediation • White Goods and Freon Removal • HHW Removal and Site Management 	<ul style="list-style-type: none"> • Asbestos Abatement and Disposal • RACM Demolitions • Carcass Removal and Disposal • Spoiled Food Disposal • C&D Removal and Disposal • Sand Quality Testing and Screening
Hurricane Rita FEMA-1606-DR	<ul style="list-style-type: none"> • DMS Permitting • C&D Removal and Disposal 	<ul style="list-style-type: none"> • DMS Soil Testing, Closure and Remediation

Section 1: Proposer's Experience and Past Performance

Event	Environmental Issues Successfully Addressed	
Hurricane Wilma FEMA-1609-DR	<ul style="list-style-type: none"> • DMS Permitting • DMS Soil Testing, Closure and Remediation • HHW Removal and Site Management 	<ul style="list-style-type: none"> • White Goods and Freon Removal • Spoiled Food Disposal • C&D Removal and Disposal • Sand Quality Testing and Screening
Hurricane Sandy FEMA-4086-DR	<ul style="list-style-type: none"> • C&D Removal and Disposal • Superfund Sites • Wetlands • Sediment testing 	<ul style="list-style-type: none"> • Asbestos Abatement and Disposal • Endangered and Nongame Species • Waste Flow Control
Bastrop Complex Wildfire FEMA-4029-DR	<ul style="list-style-type: none"> • DMS Permitting • Endangered species 	<ul style="list-style-type: none"> • DMS Soil Testing, Closure and Remediation
Boulder County FEMA-4045-DR	<ul style="list-style-type: none"> • Endangered species 	<ul style="list-style-type: none"> • Waterways
Hurricane Ike FEMA-1791-DR	<ul style="list-style-type: none"> • DMS Permitting • DMS Soil Testing, Closure and Remediation • White Goods and Freon Removal • HHW Removal and Site Management 	<ul style="list-style-type: none"> • Asbestos Abatement and Disposal • RACM Demolitions • Carcass Removal and Disposal • Spoiled Food Disposal • C&D Removal and Disposal • Sand Quality Testing and Screening
Buffalo Snow Storms FEMA-1665-DR	<ul style="list-style-type: none"> • DMS Permitting 	<ul style="list-style-type: none"> • DMS Soil Testing, Closure and Remediation
Missouri Severe Winter Storms FEMA-1676-DR	<ul style="list-style-type: none"> • DMS Permitting 	<ul style="list-style-type: none"> • DMS Soil Testing, Closure and Remediation
Oklahoma Severe Winter Storms FEMA-1735-DR	<ul style="list-style-type: none"> • DMS Permitting 	<ul style="list-style-type: none"> • DMS Soil Testing, Closure and Remediation
Hurricane Dolly FEMA-1780-DR	<ul style="list-style-type: none"> • DMS Permitting • DMS Soil Testing, Closure and Remediation 	<ul style="list-style-type: none"> • Water quality testing • De-watering and mosquito control
Hurricane Gustav FEMA-1786-DR	<ul style="list-style-type: none"> • DMS Permitting • Roadside ditch soil testing 	<ul style="list-style-type: none"> • DMS Soil Testing, Closure and Remediation
Arkansas Severe Winter Storms FEMA-1819-DR	<ul style="list-style-type: none"> • DMS Permitting 	<ul style="list-style-type: none"> • DMS Soil Testing, Closure and Remediation
Oklahoma Severe Winter Storms and Tornadoes FEMA-1876-DR FEMA-1917-DR FEMA-1926-DR	<ul style="list-style-type: none"> • DMS Permitting • Recycling 	<ul style="list-style-type: none"> • DMS Soil Testing, Closure and Remediation
Hurricane Irene FEMA-4019-DR FEMA-4024-DR	<ul style="list-style-type: none"> • DMS Permitting 	<ul style="list-style-type: none"> • DMS Soil Testing, Closure and Remediation • C&D Removal and Disposal

Section 1: Proposer's Experience and Past Performance

1.4 Knowledge in All Aspects of Emergency Management [s1][c2]

Tetra Tech has vast experience providing emergency management consulting and disaster response and recovery services to state and local government agencies. Our approach includes partnering with our clients to not only ensure the necessary plans and procedures are in place and tested before a disaster strikes, but also to assist with disaster response and recovery operations as well as post-disaster grant management.

Over [c3] the last five years, our team has supported more than 300 emergency preparedness planning projects, of which over 60 percent have involved some level of testing, training, and exercises. Furthermore, our experience in disaster field monitoring and management services dates back to 1989, when members of our team helped clients recover from Hurricane Hugo. In the 26 years since, our team has successfully assisted over 250 clients with recovering from the damaging effects of hurricanes, tropical storms, tornadoes, floods, and ice storms. Our response and recovery staff is uniquely familiar with the policies, procedures, and requirements associated with providing disaster recovery services.

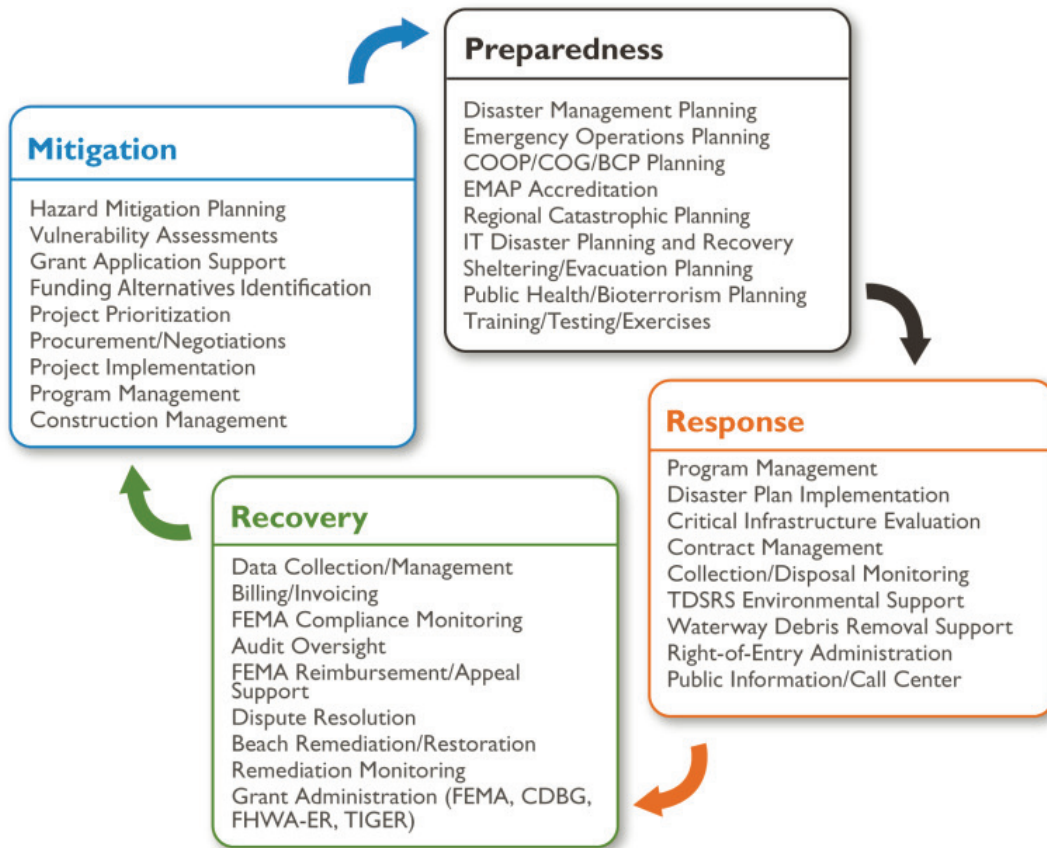
Over the past 10 years, our grant management experts have assisted clients with applying for and retaining grant funds, even after the closeout and audit processes. Our experience spans the full grant cycle from application to closeout, including services related to program requirements in the following areas:

- Application guideline development
- Program outreach and marketing
- Program/project management
- Grant monitoring and administration
- Procurement assistance
- Anti-fraud, waste, abuse, and mismanagement policy compliance
- Financial management and reporting
- Environmental review/NEPA compliance
- Application review and approval
- Record keeping and reporting
- Regulatory compliance monitoring (for example, fair housing, equal employment, Davis Bacon)
- Construction monitoring and compliance
- Interim and final project inspections
- Audit/appeal assistance
- Closeout support

Our [c4] staff has experience in maximizing assistance to our clients by working to obtain funding from every source available after disaster has struck. As a result of our working on every major disaster occurring in the United States in the last dozen years, Tetra Tech also has broad and deep experience with strategic planning, coordination of recovery efforts, and technical assistance. Tetra Tech will offer recommendations and solutions to the broad range of issues that will be encountered by the County after a major disaster. Our staff routinely finds innovative and appropriate solutions to issues as they arise during recovery.

Section 1: Proposer’s Experience and Past Performance

Exhibit 1-6 Tetra Tech’s Full-Service Emergency Management Capabilities



1.5 FEMA Reimbursement Success

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 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 250 state and local government clients in response to over 40 presidential disaster declarations, representing the recovery of more than \$3.5 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.*** Tetra Tech has extensive direct experience with the following grant programs:

- FEMA PA Program
- FEMA HMGP

Section 1: Proposer's Experience and Past Performance

- FEMA Flood Mitigation Assistance Program²
- FHWA-ER Program
- FHWA Transportation Investment Generating Economic Recovery Grant
- NRCS Emergency Watershed Protection
- U.S. Department of HUD CDBG

The table below provides a selection of our experience and success in FEMA reporting and reimbursement for clients in the past five years. To date, our team has an impeccable record of obtaining 100% reimbursement of the eligible federal cost share for both FEMA PA and FHWA-ER applications that our team has prepared and monitored on behalf of clients nationwide. *Additional reporting and reimbursement client information can be provided upon request.*

Exhibit 1-7: Experience and Success in FEMA Reporting and Reimbursements

Client Name	Value of Eligible Federal Funding Applications	% of Eligible Federal Funding Reimbursed	Length of Assistance
Boulder County, Colorado – FHWA, FEMA PA	\$53,000,000 (FEMA PA) \$40,000,000 (FHWA)	100%	14 months
Connecticut, State of – FHWA, FEMA PA	\$29,000,000 (FEMA PA) \$17,000,000 (FHWA-ER)	100%	6 months
Port of Galveston, Texas – FEMA PA	\$20,000,000	100%	40 months
South Dakota, State of – FEMA PA	\$10,000,000	100%	30 months
Vermont, State of – FEMA PA, FEMA HMGP	\$175,000,000 (FEMA PA) \$34,000,000 (HMGP)	100%	21 months
Virginia Department of Transportation – FEMA PA	\$10,000,000	100%	5 months
Virginia Department of Transportation – FHWA DDIRs, 7 Clients	\$3,500,000	100%	5 months

²Formerly three separate grant programs: FEMA Severe Repetitive Loss Program, FEMA Repetitive Flood Claims Program, and the FEMA Pre-Disaster Mitigation Program.

Section 1: Proposer’s Experience and Past Performance

2. COMPARABLE PROJECTS

Our team has assisted local governments across the country with responding to and recovering from debris-generating events, allowing our clients to return to the business of running their day-to-day operations. *Over the last 10 years, our team has responded to 14 hurricanes, totaling over 61 million CYs of debris.*

Tetra Tech implements a best practices approach to disaster debris monitoring when planning for and responding to a hurricane. Our team has gained unparalleled experience working on many of FEMA’s largest and most complex projects, including projects conducted in response to Hurricanes Katrina, Wilma, Ike, and Sandy. This in-depth knowledge and extensive experience allows Tetra Tech to provide an efficient and cost-effective disaster recovery clean-up with no learning curve. Our experience successfully managing hurricane response and recovery operations across the country will help the County execute a safe and quick response and restore its normal operations as quickly as possible.



The following projects are a representative sample of our experience and accomplishments in performing similar services over the last 10 years. Given the nature and scrutiny of FEMA reimbursement, it is not unusual for a local government to have one or more PWs questioned by FEMA/Office of Inspector General (OIG) during the audit process. Tetra Tech is known for our track record of standing by and supporting clients’ years following an event to support and defend their reimbursement. However, we are not always informed of the final outcomes of disaster reimbursements (often because the reimbursement amount in question may be small). *When contacting these references, please recall that some of these projects were performed under the BDR Division, which is now Tetra Tech, Inc.*

In addition to the projects listed below, our team has assisted numerous communities in Florida with response and recovery efforts following Hurricanes Charley, Frances, Jeanne, Ivan, Dennis, Katrina, and Wilma. Our team has been called upon by Collier, Lake, Miami-Dade, Monroe, Polk, Santa Rosa, Sarasota, and Volusia Counties as well as the Cities of Boca Raton, Daytona Beach, Fort Lauderdale, Marathon, Naples, Pembroke Pines, Pensacola, Plantation, and Sarasota to provide debris monitoring services and grant application, administration, and management. *Since 2004, our team has monitored the collection and removal of almost 30 million CYs of debris in Florida.* Tetra Tech is proud of our experience in Florida and is committed to successfully managing all phases of debris monitoring for our clients following a debris-generating event.

**Disaster Debris Program Management – Hurricane Ike
City of Houston, Texas**



On the evening of September 12, 2008, Hurricane Ike made landfall in Texas, leaving in its wake massive amounts of debris from high winds, inland flooding, and storm surge. This devastating event affected nearly every home within the City of Houston (Houston), which had enjoyed significant growth in both population and tree canopy since Hurricane Alicia 25 years prior. In response to Hurricane Ike’s impact on the nation’s fourth largest city, our team mobilized over 1,000 staff to manage and document Houston’s debris removal efforts. Houston’s debris removal contractor, activated to augment the 463 Force Account city trucks, mobilized over

4,082 pieces of hauling equipment from around the nation to remove the 5,600,000 CYs of vegetative and construction and demolition debris.

The debris removal efforts in Houston were of record-setting scale and pace. Over 75 percent of the total quantity removed was removed in 36 days, with the single-day peak total exceeding 219,000 CYs. Through public/private

Section 1: Proposer's Experience and Past Performance

partnerships formed before and after the disaster, Houston dispersed the debris to 22 private locations. Houston was able to divert approximately 264,857 tons from the solid waste stream. This included erosion control at 5 landfills, material composting at 15 mulch facilities, and boiler fuel at 2 paper mills.

In addition to ROW debris removal, our team photo-documented and obtained FEMA reimbursement for one of the largest municipal hazardous trees and hanging limb removal programs in U.S. history. Our team managed before and after photographs, GPS coordinates, and unit rate tickets substantiating work performed on 212,479 trees. In addition, our team monitored the removal of 200,000 CYs of debris and 27,000 hazardous trees from 30 parks following Hurricane Ike.

Reference and Contract Information:

Gary Readore, Chief of Staff, City of Houston
(713) 837-9164 | gary.readore@houstontx.gov

Joe Pierucci, Parks and Recreation Department
(713) 859-8613 | joe.pierucci@cityofhouston.net

Dates: September 2008–September 011

Dollar Value: \$31,494,466

FEMA Reimbursement Success Rate: 100%

Volume of Debris: 5,600,000 CYs

Disaster Debris Program Management – Hurricane Katrina Residential Demolition Program City of New Orleans, Louisiana



Immediately following Hurricane Katrina, the U.S. Army Corps of Engineers (USACE) was provided a direct federal mission by the FEMA to coordinate recovery and debris removal efforts in the City of New Orleans (New Orleans). The USACE program managed operations for more than two years until their departure in August 2007. Because thousands more homes remained to be demolished, our team was retained to serve as the comprehensive program manager for the effort.

Our team developed a compliant, efficient demolition process for New Orleans. The project team surveyed over 5,000 properties, many of which were not condemned for demolition and placed in the Chapter 28 program. ***Our team then managed over 1,772 demolitions, including residential, commercial, and selective salvage properties.*** The project team verified and documented legal authority to demolish properties, managed environmental and utilities disconnect due diligence, managed the contracting of the debris removal contractor, managed all legal and reimbursement-related paperwork to support reimbursement, and provided field monitoring as required to meet FEMA guidelines.

Concurrent to assisting New Orleans with this very important demolition initiative, Hurricane Gustav impacted New Orleans in August of 2008. Already mobilized, our team assisted New Orleans with documenting force account expenditures, deploying contracted debris removal resources, monitoring fieldwork, developing debris removal documentation, and developing FEMA PA and FHWA Emergency Relief grant applications. ***In total, our team assisted with the documentation and applications necessary to recover nearly \$40 million in federal reimbursement for New Orleans.***

Furthermore, our team was still managing the Hurricane Katrina demolition project when Hurricane Isaac struck the Louisiana Coast in August 2012. In addition to continuing demolition operations, our team assisted with program management and monitoring of the removal of debris that resulted from Hurricane Isaac, including the management of a leaner/hanger program for hazardous tree removal from ROW roads.

Tetra Tech was recently awarded a contract to assist the New Orleans with the program management and monitoring of an additional 331 properties that were deemed eligible by FEMA for PA funding. Upon notice to proceed, Tetra Tech began field surveys leveraging Esri geographic information system tools and smartphones to document and photograph properties. Electronic field surveys have provided the project team and New Orleans with real-time access to survey information as it is generated in the field.

Reference and Contract Information:

Pura Bascos, Director of Code Enforcement and Hearing Bureau
(504) 658-4340 | psbascos@nola.gov

Dates: November 2007 - present

Dollar Value: \$17,069,241

FEMA Reimbursement Success Rate: 100%

Volume of Debris: 500,000 CYs

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**Winter Storm Alfred Disaster Management Support Services
Connecticut Department of Transportation**



Winter Storm Alfred struck the State of Connecticut on October 29, 2011, and caused damage to trees and homes to the northern part of the state. Originally forecasted to only be a rain event, the nor’easter changed to wet snow that collected on trees that had not yet shed their leaves. The wet snow froze overnight and became too heavy for the trees to support. As a result, limbs snapped and trees toppled into streets and public roadways and posed a threat to public health and safety.

This was the largest debris incident the State had to recover from since Hurricane Gloria in 1985. The downed trees and branches took out power lines and caused power outages for over 900,000 customers statewide. Governor Malloy declared a state of emergency, and our team was mobilized by the State of Connecticut to support the Interagency Debris Management Task Force (IDMTF) and statewide debris operations at the Connecticut Emergency Operations Center (CEOC).

As part of the recovery effort, the Connecticut Department of Transportation (CONNDOT) was tasked with clearing and removing debris from state-maintained roadways. Even with over 800 trucks in their fleet and the necessary supporting equipment, CONNDOT required the assistance from the State’s emergency debris contractors, and our team was activated.

Our team set up a statewide project plan that was presented to CONNDOT and approved. This plan included the removal of over 48,000 hazards in trees and 436,000 yards of disaster debris in over 45 towns across the state. This statewide project plan incorporated the separation of contractor crews and monitors to maintain documentation for the federal grant programs provided by the FEMA and the FHWA. These crews ran simultaneously in 45 towns and cities throughout the state and sometimes on the same roadways.

In addition to our team’s project work for CONNDOT, *our staff performed the monitoring for all work completed in Connecticut State Parks*. The parks program alone ended up including over 24,000 CY of debris removed and nearly 9,000 hazardous hanging limbs and hazardous tree removals documented by our team members.

Reference and Contract Information:

Bartholomew Sweeney, PE

(203) 878-6300 | bartholomew.sweeney@ct.gov

Mr. Matt Fritz, Bureau Chief of Outdoor Recreation

(860) 463-4214 | matt.fritz@ct.gov

Dates: October 2011–April 2012

Dollar Value: \$3,279,639

FEMA Reimbursement Success Rate: 100%

Volume of Debris: 460,000 CYs

**ADMS Disaster Debris Program Management – Hurricane Sandy
New Jersey Department of Environmental Protection**



In the wake of Hurricane Sandy, the New Jersey Department of Environmental Protection (NJDEP) enlisted our team to provide debris monitoring and comprehensive program management services to NJDEP and communities throughout the impacted region. In the months following Hurricane Sandy, NJDEP formulated a program to address debris-related hazards from every state-maintained waterway along the coastline, beginning at the Hudson River and ending at the Delaware Bay.

This program presented many operational challenges due to the State’s lack of familiarity with FEMA policies regarding debris operations, a 9500 series guidance document on waterways debris removal issued just days before the landfall of Hurricane Sandy, and the State’s approach to dividing the program project into three distinct regions.

Section 1: Proposer's Experience and Past Performance

Tetra Tech was tasked with monitoring the removal of abandoned vessels, loose debris, and hazardous waste in state-maintained waterways within the northern region, which was known for heavy marine traffic and contaminated waters.

Upon deployment, our team worked closely with NJDEP and the state project manager to develop protocols and procedures to effectively monitor and manage the debris and vehicle and vessel removal process while meeting FEMA eligibility requirements. Due to the technical aspects of the work and the need for an in-depth understanding of the specific parameters and guidelines, the need for a more highly trained work force primarily consisting of supervisory level personnel was presented and accepted. Having personnel on location with the debris removal crews who completely understood the guidelines and made informed decisions increased the efficiency of the removal of eligible debris.

Our proprietary ADMS, RecoveryTrac™, greatly increased the client's visibility to the day-to-day operations and provided real-time tracking of crew locations and debris quantities. By using real-time tracking and recording photos of ongoing operations, the need for a stop work request was nearly eliminated and decisions could be passed along to field operations for both monitors and contractors.

After efficiently monitoring the operations in the northern region, our team was tasked with monitoring the southern region, thus replacing the previous monitoring firm. The same methods and procedures were once again established, which resulted in a much more timely and efficient debris removal process. The southern region presented additional challenges due to the significant archeological and environmental sites that required special treatment. Using technology and real-time reporting, the on-site supervisors were able to locate the areas of environmental concerns as well as known archeological sites. By identifying issues in advance, Tetra Tech was able to advise the contractor prior to issues occurring, resulting in timesavings and fewer incursions upon environmental and archeological assets.

Our team was also tasked with monitoring the sediment removal process in both regions. By relying upon our processes developed over many years of working with the USACE, our team was able to prepare plans and properly document the removal of Hurricane Sandy sediment.

Reference and Contract Information:

Ed Putnam

(609) 292-8838 | ed.putnam@dep.state.nj.us

Dates: February 2013–January 2014

Dollar Value: \$10,000,000

FEMA Reimbursement Success Rate: 100%

Volume of Debris: 350,000

Coral Gables Loop Canal Bank Stabilization Project – Inspection Services

Miami-Dade Public Works and Waste Management (PWWM)



ADA provided field observations on behalf of PWWM and was responsible for performing daily observations of canal bank stabilization activities along the Coral Gables Loop Canal route.

ADA's inspectors were responsible for witnessing the bank stabilization operation and documenting activities, including all work performed by the contractor, weather, temperature, location of work (house addresses or streets), damage to property by the contractor, material deliveries to the job site, and identification of obstructions (boxes, landscaping, fences, hedges, etc.) as necessary to develop appropriate solutions for such.

Reference and Contract Information:

Mercedes Barreras

(305) 375-1733 | barrem@miamidade.gov

Dates: May 2008–December 2009

Dollar Value: \$322,160

FEMA Reimbursement Success Rate: N/A

Volume of Debris: N/A

Section 1: Proposer's Experience and Past Performance

Munisport Landfill Closure Support

Miami-Dade Public Works and Waste Management (PWWM)



ADA was selected by PWWM through the Equitable Distribution Program Contract to fulfill the duties of the Bond Engineer for the closure of the Munisport Landfill. The Munisport Landfill site occupies a 291-acre parcel of land within the city limits of North Miami, Miami-Dade County, Florida.

The landfill site was the location of a former C&D landfill that operated from 1974 to 1981. The landfill resulted from the filling of lowland wetland areas with construction and demolition debris in an effort to raise the elevation of the land for the potential construction of a cultural and trade center. Since the waste was disposed without the use of a liner, rainfall percolating through the solid waste triggered the release of contaminants into the ground water and discharge into adjacent surface water. A remedial investigation completed by the Environmental Protection Agency in 1988 and a water quality and toxicity assessment completed in 1989 found that the landfill was not a threat to human health, but that posed a significant threat to aquatic organisms in the neighboring wetlands.

ADA's duties included the approval of funds for release from the escrow account upon review and confirmation of the completed construction activities in accordance with the Comprehensive Landfill Closure Plan and the associated Schedule of Values. This also included verification that the proper permits were obtained from the FDEP, SFWMD, DERM and the City of North Miami.

ADA also amended the Comprehensive Landfill Closure Plan for the project. The implemented amendments were in regards to groundwater remediation and the permitting requirements as well as the Basis of Payment during design and construction.

Reference and Contract Information:

Leslie S. Casey, CSM

(305) 514-6672 | le1@miamidade.gov

Dates: 2009 - 2014

Dollar Value: \$195,785

FEMA Reimbursement Success Rate: N/A

Volume of Debris: N/A

Disaster Debris Program Management – Hurricane Isaac

New Orleans Parks



In September of 2012, our team was in the midst of managing the Katrina demolition project for the City of New Orleans when Hurricane Isaac struck the Louisiana Coast. In addition to continuing demolition operations, our team assisted the City of New Orleans with program management and monitoring of the removal of debris that resulted from Isaac, including the management of a leaner/hanger program for hazardous tree removal from ROW roads.

Our team was also tasked by the City of New Orleans Parks and Parkways Department to review storm-related damages in maintained parks and document debris clean-up efforts. Due to our extensive work in the City of New Orleans, we had the unique understanding and skills necessary to monitor and document debris removal and hazardous hanger and tree removal work. The City of New Orleans' Parks and Parkways debris removal program resulted in the removal of 3,761 CYs of disaster debris and the removal of hazards in 1,785 trees.

Reference and Contract Information:

Ms. Ann Macdonald, Director of Parks and Parkways

(504) 909-0771 | aemacdonald@new-orleans.la.us

Dates: September 2012 - October 2012

Dollar Value: \$150,000

FEMA Reimbursement Success Rate: 100%

Volume of Debris: 3,761 CYs

Section 1: Proposer's Experience and Past Performance

Disaster Program Management – Texas Wildfires

Bastrop County, Texas



On Labor Day, September 2, 2011, high winds from Tropical Storm Lee hundreds of miles away along the Louisiana coastline coupled with a severe drought throughout much of Texas produced ideal conditions for wildfires. Bastrop County, home of Lost Pines State Park and over 30,000 residents, experienced one of the most catastrophic wildfires in state history. The Bastrop Complex Fire ripped through the Lost Pines area, destroying over 1,600 homes and leaving in its wake hundreds of thousands of standing dead trees. Our team was immediately retained by the County Commissioner's Court and began to work quickly with elected officials and staff to implement a disaster debris management program to address the unique debris stream created by this incident.

Our team assisted with debris hauler procurement as well as the requests to FEMA for a private property debris removal (PPDR) program. For the period of November 2011 to July 2013, our team assisted Bastrop County with completing three PPDR programs. Each program administration included site surveys, subrogation of insurance claims, submission of properties for FEMA approval, and monitoring of the removal of hazards. In total, our team facilitated the management and monitoring of PPDR from over 2,000 properties resulting in over 372,000 CYs of debris and over 50,000 tree removals.

Reference and Contract Information:

Judge Paul Pape

(512) 332-7201 | paul.pape@co.bastrop.tx.us

Dates: September 2011–August 2013

Dollar Value: \$3,044,190

FEMA Reimbursement Success Rate: 100%

Volume of Debris: 372,000 CYs

3. MIAMI-DADE CONTRACTS

Over the last decade, Tetra Tech has been the County's contracted disaster debris management and consulting firm. Following Hurricanes Katrina and Wilma in 2005, Tetra Tech provided debris monitoring services to the County for the clean-up of over 3 million CYs of debris. Since then, Tetra Tech has assisted the County with several other disaster debris-related projects, including updating the County's disaster debris management plan, a hurricane exercise, and the development of custom software to track damages caused by debris haulers. Our team also supported the County through annual pre-hurricane season meetings in each of the last nine years to discuss FEMA reimbursement program updates and demonstrate our RecoveryTrac™ automated debris management technology (ADMS). Additionally, our teaming partner, ADA, has worked with the County's Department of Environmental Resources Management to provide roadway, drainage, and secondary canal infrastructure improvements.

As a result, Tetra Tech has significant past disaster debris monitoring experience with the County and its staff, the procurement process, FEMA documentation submittal requirements, infrastructure, and computer data management and other systems allowing us to respond immediately with no learning curve. As requested in the request for proposal, below is a listing of contracts performed for the County.

Section 1: Proposer's Experience and Past Performance

Exhibit 1-8 Mami-Dade Contract Listing

Administering Department/ County Contact Person & Phone	Description of Work	Value/Dates	Prime or Sub	FEMA Reimbursement	Volume of Debris
Solid Waste Management <i>Eduardo Rubio-Garcia</i> (305) 514-6856	Provided disaster debris monitoring services associated with Hurricane Wilma.	12/2005-08/2007 \$18,989,107	Prime	\$33 million in contractor costs	2.5 million CYs
Emergency Management and Homeland Security <i>Doug Bass</i> (305) 468-5400	Assisted with the development and delivery of four (4) functional exercises (FE) involving a hurricane scenario.	3/2008 – 5/2008 \$100,000	Prime	N/A	N/A
Emergency Management and Homeland Security <i>Pamela Broaster-Doyle</i> (305) 468-5413	Assisted with the development of a three day Citizen Corps Symposium involving multiple workshops and a full-scale exercise. The symposium and exercise has provided an opportunity for CERT volunteers and South Florida responders to test and identify how they will work together during a major incident.	9/2010 – 12/2010 \$98,750	Prime	N/A	N/A
Solid Waste Management <i>Stacey E. McDuffie</i> (305) 514-6661	Provided assistance with the development and submission of Disaster Damage Inspection Reports (DDIR) for maximizing reimbursement of funding from FHWA for debris removal costs incurred during Hurricanes Wilma and Katrina which have been disallowed by FEMA.	2/2011 – 5/2011 \$49,198	Prime	N/A	N/A
Miami-Dade PWWM <i>Beverly Washington-Albury</i> (305) 514-6758	Supported the County with the development of a Pilot Program for a Disaster Debris, Code Enforcement and Bulky Waste Pickup.	6/2013 – 12/2013 \$29,785	Prime	N/A	N/A
ADA Contract Information					
Miami-Dade PWWM <i>Lee S. Casey, CSM</i> <i>Sr. Division Director</i> Phone: (305) 514-6672	ADA provided monitors to accompany the Contractor's clean-up crews and monitor the collection of hurricane related debris in the Redlands area.	5/2006 – 6/2006	Prime	N/A	N/A
Miami-Dade PWWM <i>Lee S. Casey, CSM</i> <i>Sr. Division Director</i> Phone: (305) 514-6672	ADA was selected by PWWM to serve as the Independent Engineer for the Munisport Landfill Closure. ADA was responsible for reviewing and approving payment requisitions. In addition, ADA provided modifications to the Comprehensive Landfill Closure Plan.	7/2009 – Present	Prime	N/A	N/A
Miami-Dade PWWM <i>Mercedes Barreras</i> <i>Construction Manager</i> Phone: (305) 375-1733	ADA was selected by PWWM to provide Inspection services for the Coral Gables Loop Canal project. ADA staff was	7/2009 – 3/2012	Prime	N/A	N/A

Section 1: Proposer's Experience and Past Performance

Administering Department/ County Contact Person & Phone	Description of Work	Value/Dates	Prime or Sub	FEMA Reimbursement	Volume of Debris
	responsible for documenting daily activities with reports and photos and reviewing quantities for the Contractor's monthly payment requisitions.				
Miami-Dade Water and Sewer Department (WASD) <i>Ralph Terrero, PE Assistant Director Phone: (786) 552-8112</i>	ADA was selected by WASD to provide construction management services for the South Miami Heights Water Treatment Plant.	11/2009 – 1/2013	Prime	N/A	N/A
Miami-Dade WASD <i>Lin Li, PE Design Section Phone: (786) 268-5283</i>	As a Prime Consultant, ADA was selected by WASD to provide design and permitting services for the NW 7 Ave Sanitary Sewer project.	6/2014 – 12/2014	Prime	N/A	N/A
Port Miami, Capital Development <i>Elizabeth Ogden, RA, Chief, A/E Design Services Phone: (305) 347-5521</i>	ADA provided civil and electrical design services on the Wharf Strengthening project.	11/2009 – 5/2014	Sub	N/A	N/A

Section 2: Key Personnel and Subcontractors Performing Services

KEY PERSONNEL AND SUBCONTRACTORS

This section has been structured to specifically address items #4 and #5 in Miami-Dade County's (County) Proposer Information Form for RFP-00172.

Tetra Tech has assembled a Florida-based 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 Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), U.S. Department of Housing and Urban Development (HUD), NRCS, and other federal agency reimbursement programs. ***Tetra Tech is committed to providing the County with a dedicated and consistent project management team that will expedite recovery efforts in the County by establishing a coordinated and organized approach to debris removal.***

The proposed team includes individuals who provided disaster recovery services to the County following Hurricanes Katrina and Wilma. Our team also assisted in updating the County's disaster debris management plan, conducting a hurricane exercise, and supporting the County through annual pre-hurricane season meetings over the last decade. As a result, our team can hit the ground running with no learning curve.

Our commitment to the County has been demonstrated during the past decade. For the duration of our contract with the County, the Tetra Tech team has maintained a constant state of responsiveness and has been prepared to mobilize to the County with little or no warning. In addition to our responsiveness to a known event, our team has supported the County through annual pre-season meetings to discuss FEMA reimbursement program updates and our latest debris management technology. Our dedicated team is available to the County 365 days per year.

The established working relationship shared by the County and Tetra Tech provides our team with an in-depth understanding of the services the County will require following a disaster event. ***Based on this understanding, Tetra Tech has assembled a project team with the qualifications and expertise necessary to support the County following a disaster.***

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.

- **Mr. Jonathan Burgiel**, who will serve as project manager, has 30 years of experience in solid waste and disaster recovery. His disaster-related work has included serving as principal in charge of over 30 projects, helping clients throughout the country prepare for, respond to, and recover from natural and human-caused disasters. Mr. Burgiel has provided senior management leadership to the New Jersey Department of Environmental Protection (NJDEP) (Hurricane Sandy); State of Connecticut (Hurricane Sandy); State of Louisiana (Hurricane Isaac); City of New Orleans, LA (Hurricane Katrina Residential Demolition Program); Harris County, TX (Hurricane Ike); and Miami-Dade County (Hurricanes Katrina and Wilma), to name a few. ***Mr. Burgiel served as the County's disaster debris monitoring project manager after Hurricanes Katrina and Wilma and has been intimately involved in the development of the County disaster debris management plan and annual training with County staff. He has worked with the County Public Works and Waste Management staff for over a decade to assist in preparing for and responding to hurricanes.***
- **Mr. Robert Menge**, who will serve as one of two deputy project managers, is a former Miami-Dade County employee where he served for over 33 years, including most recently as the special project administrator for

Section 2: Key Personnel and Subcontractors Performing Services

Miami-Dade County's Public Works and Waste Management Department. While in this position, Mr. Menge led debris monitoring, management and debris disposal contract preparation; FEMA and FHWA reimbursement; and other debris management tasks. Mr. Menge was intimately involved in debris removal operations after Hurricanes Katrina and Wilma. Mr. Menge also led the development of the County's disaster debris management plan and has an in-depth knowledge of the County's disaster debris operations and staff, procurement, and contract requirements. As a member of the Tetra Tech team, he will play a critical role in the event of hurricane due to his unmatched knowledge of the County's systems, staff, and approach to disaster debris management.

- **Mr. Ralph Natale**, who will also serve as one of two deputy project managers, has overseen response to some of the country's largest debris-generating disasters. He has served as principal in charge for more than 55 projects, managing the removal of over 15 million cubic yards (CYs) of debris and over 500,000 hazardous trees. His experience dates back to 2005 following Hurricane Wilma, where he assisted the City of Naples and Collier County with disaster recovery operations when Hurricane Wilma struck his Naples home. He has served as a debris specialist and grant consultant for state and local governments during his nine-year career in the disaster debris industry, including for the State of Connecticut Emergency Operations Debris Task Force following Hurricane Irene and Winter Storm Alfred and the City of New Orleans, Louisiana, following Hurricane Isaac. Mr. Natale will be responsible for implementation of specific programs tasked by the County. He will also be responsible for program oversight, task order preparation, forecasting, and quality assurance. Mr. Natale will serve as a consistent point of contact for the County's debris managers and will provide a bridge between any preparedness and post-disaster response activities.
- **Mr. Oliver Yao** will serve as the data manager for this project. Mr. Yao has eight years of disaster recovery experience and has supported response efforts to some of the largest disasters to affect the United States, including Hurricanes Katrina, Ike, and Sandy. Mr. Yao is currently responsible for the operational oversight of field projects, which includes automated debris management system (ADMS) implementation, logistics management, safety protocols, and senior management of data and reimbursement support. Mr. Yao has developed a team of seasoned data managers trained on the standard operating procedures he has developed to support project closeout and audit. Mr. Yao is a leading subject matter expert in reimbursement documentation and closeout audit support. In addition, Mr. Yao has assisted numerous local governments in Florida with FEMA appeals following Hurricanes Charley, Frances, Jeanne, and Wilma. Mr. Yao will be responsible for multiple functions during debris removal activities, including reporting and quality assurance/quality control of all ADMS documentation in the field along with storing the documentation in preparation for future audits. He will validate documentation and metrics being reported as accurate and on-schedule.
- **Mr. Jeff Dickerson** will serve as the ADMS lead for this project. Mr. 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, including Miami-Dade County, where he served as data operations manager following Hurricanes Katrina and Wilma. Mr. Dickerson has integrated the County's police grids into our ADMS to allow the County to allocate work to the 37 pre-qualified debris haulers.***
- **Mr. John Buri** is a versatile emergency management, disaster mitigation, response and recovery, and grant management professional with 12 years of experience. Mr. Buri has provided senior management oversight on 16 major disasters declarations for over 100 clients since 2007, representing over \$1 billion in disaster-related grants. He has responded to numerous large-scale activations and engages with FEMA and state regulatory agencies and debris contractors in addition to providing FEMA Public Assistance (PA) consulting for all tasks and activities associated with each disaster recovery operation.

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- **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. Kim Bowyer** will serve as one of the County's operations manager. Mr. Bowyer is an industry expert in large-scale mobilizations, project staffing, and debris monitoring operations and has extensive experience in disaster debris program management support under the FEMA's PA Grant Program. He has worked for numerous communities, from Connecticut to the southern tip of Texas, providing disaster recovery operations support. Mr. Bowyer is currently serving as program manager for Boulder County, CO's private property debris removal program and public right-of-way debris removal following the September 2013 flooding.
- **Mr. Phil Ivey** has overseen recovery operations for some of the country's largest debris-generating disasters, including Hurricanes Katrina, Dennis, and Ivan. Mr. Ivey has extensive experience managing disaster recovery efforts and has served as project manager for numerous communities, including Boulder County, CO (2013 Flooding); City of Rapid City, SD (Winter Storm); and St. John the Baptist Parish, LA (Hurricane Isaac). Mr. Ivey has also recently served as operations manager for NJDEP following Hurricane Sandy and for the City of New Orleans, Louisiana, residential demolition program following Hurricane Katrina. As Miami-Dade County's operations manager, Mr. Ivey 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.
- **Mr. Will McGowen** will serve as one of the disposal lead/supervisors for this project. Mr. McGowen is an experienced operations and project manager with ten years of field experience helping clients respond to and recover from hurricanes, tornadoes, and ice storms with a unique understanding of the eligibility and requirements for accurate reimbursement from FEMA and other funding agencies, preparing project worksheets to support debris estimates, and providing guidance regarding the laws, policies, and regulations associated with monitoring debris removal, collection, and disposal during declared disasters. ***Mr. McGowen led Miami-Dade County's debris tower monitoring management at the North and South County landfills following Hurricanes Katrina and Wilma, and will again serve in this important role.***
- **Mr. Adrian Burleigh** will serve as a disposal lead/supervisor for this project. Mr. Burleigh is a senior inspector with ADA and has over 37 years of experience in the construction industry. His experience includes new roadway construction, airport runway reconstruction and resurfacing improvements, bridge construction (concrete span beam), high service pump stations, lift stations, large capacity reservoirs, roadway drainage, and signalization. Mr. Burleigh served as an inspector for the City of Miami disaster recovery project following Hurricanes Katrina and Wilma and also on the FEMA DORM program for Miami-Dade County Department of Environmental Resources Management. Mr. Burleigh will serve as a disposal lead/supervisor for this project

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and will be responsible for the quality control of debris site/tower monitors and ensuring that all documentation that is being captured is FEMA-compliant during debris removal operations.

- **Mr. Conrad King** will serve as a collection supervisor for the County and has been involved in all aspects of monitoring debris removal operations since Hurricane Charley in 2004. He has been involved in some of the largest debris removal operations in the Country, including unique and challenging projects in the history of FEMA's PA program such as the NJDEP waterway debris removal project following Hurricane Sandy and the modified private property debris removal (PPDR) program in St. John the Baptist Parish, Louisiana, following Hurricane Isaac. Mr. King recently served as operations manager for the City of Augusta, Georgia, following Winter Storm Pax, where he managed the monitoring of over 120 debris removal trucks and the collection of over 600,000 CYs of vegetative debris.
- **Mr. Edward McCue** will serve as a collection supervisor for the County. Mr. McCue is an experienced professional with over 35 years of emergency response experience. As a former firefighter in New York City, Mr. McCue has been involved in over 60,000 emergency responses. Mr. McCue has become an expert in disaster debris management, with a thorough understanding of FEMA reimbursement policies as well as field operations and debris monitoring. Mr. McCue recently served as project manager for the Dorchester County, South Carolina debris operations following Winter Storm Pax.
- **Ms. Anne Cabrera** will serve as a client liaison for this project. Ms. Cabrera has worked on almost every major post-disaster activation since Hurricane Wilma in 2005, where she has served in a variety of roles focusing on reimbursement for more than \$2 billion from FEMA. 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 PA program and other federal grant programs and assisting in the preparation, development, and review of FEMA PA project worksheets (PWs) for Categories A-H disaster-related activities, state appeals, and close out processes. ***Ms. Cabrera headed up the County's invoice reconciliation after Hurricane Wilma and has an in-depth understanding of the County's accounts payable processes. Ms. Cabrera will serve in the same capacity under the County's new debris monitoring contract.***
- **Mr. Donald Kunish** will serve as a reimbursement specialist for this project. Mr. Kunish is a certified emergency manager with 15 years of experience. Mr. Kunish formerly served as the deputy bureau chief for the Florida Division of Emergency Management and also served as the plans section chief for the Florida State Emergency Response Team (SERT), where he led Florida's response to the Deepwater Horizon Oil Spill; Tropical Storm Fay; and the Groundhog Day Tornadoes that affected Lake County in 2007. His specific duties included providing the SERT with operational awareness of emergency and disaster situations, compiling the SERT's anticipated and expected actions for future operational periods, and ensuring available disaster data was utilized to produce situation and flash reports, geographic data layers, and event timelines. As a member of our team, Mr. Kunish has overseen buyout programs in Virginia, Georgia, Texas, Louisiana, and Colorado. He is currently assisting Boulder County, Colorado, with PA, HMGP, Community Development Block Grant, and Severe Repetitive Loss programs following the September 2013 flooding incident.
- **Ms. Kalindi Fitch** will serve as a reimbursement specialist for this project. Ms. Fitch assists clients in the administration of federal grant programs for disaster recovery and mitigation. She provides oversight throughout the grant administration period and is familiar with application development, environmental review, project and process monitoring, and closeout and audit activities. Ms. Fitch has assisted clients in applying for funding from multiple federal grant programs such as the FEMA PA Grant Program, Hazard Mitigation Grant Program (HMGP), and the Community Development Block Grant Disaster Recovery (CDBG-DR) Programs.
- **Mr. Alberto Argudin, PE, CGS, LEED AP** will serve as an engineer for this project. Mr. Argudin is a principal and construction engineer with ADA. Mr. Argudin has over 38 years of experience in civil and environmental engineering. Mr. Argudin served as principal in charge for the City of Miami and Miami-Dade County Department of Solid Waste disaster recovery projects following Hurricanes Katrina and Wilma. Additionally, he served as senior project manager for the FEMA DORM program for Miami-Dade County Department of Environmental Resources Management. This program entailed performing roadway, drainage, and secondary

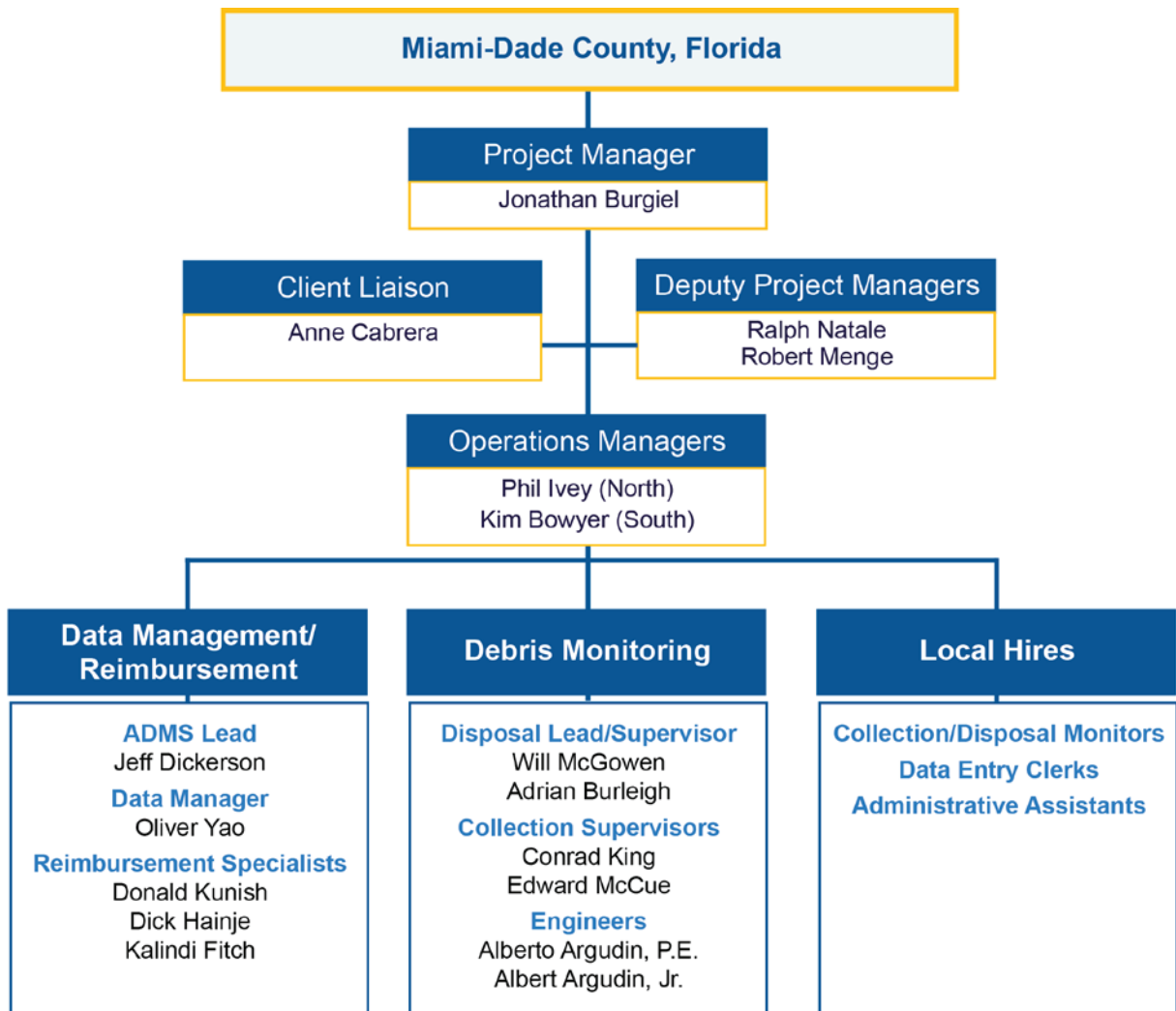
Section 2: Key Personnel and Subcontractors Performing Services

canal infrastructure improvements throughout the County to mitigate damages incurred during Hurricane Irene and the “No-Name Storm” of October 2000, where he oversaw over \$800 million worth of claim work.

- **Mr. Albert Argudin, Jr., CGS** will serve as an engineer for this project. Mr. Argudin, Jr. is a construction manager with ADA with over 15 years of experience in the construction and engineering industry. Mr. Argudin, Jr. served as project manager for the City of Miami and Miami-Dade County Department of Solid Waste disaster recovery projects following Hurricanes Katrina and Wilma where he oversaw truck certifications, field debris monitoring, and oversight of a team of inspectors to perform inventory of hanging limbs, fallen trees, and property damage. Additionally, he served as office engineer for the FEMA DORM program for Miami-Dade County Department of Environmental Resources Management, where he was responsible for the cost control of the project and generated cost estimates for all the work to be performed at each site.

Exhibit 2-1 shows our proposed project team organizational structure. We have also included a staffing matrix with key areas of expertise for each team member below. *Résumés have been included at the end of this section.*

Exhibit 2-1: Project Team Organizational Chart



Section 2: Key Personnel and Subcontractors Performing Services

Exhibit 2-2 Staff Areas of Expertise

Name	Firm	Years of Experience	Miami-Dade/South Florida Experience	Automated Debris Management System	Comprehensive Contract Management	Collection Monitoring	Data Collection/ Management/ Billing/ Invoicing	Disposal Monitoring	Debris Site Environmental Support	FEMA Compliance Monitoring & Audit Oversight	FEMA Reimbursement/PW Development	Hazardous Waste Collection Monitoring	Parks/Leaner/Hanger/Stump Removal	Right-of-Entry Administration	Safety Briefings & Protocols	Truck Certifications
Senior Management and Subject Matter Experts																
Jonathan Burgiel	Tetra Tech	30	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Robert Menge	Tetra Tech	35	■		■	■		■	■	■		■			■	■
Ralph Natale	Tetra Tech	9	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Jeff Dickerson	Tetra Tech	20	■	■		■	■			■			■		■	■
John Buri	Tetra Tech	12	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Dick Hainje	Tetra Tech	30	■		■				■	■	■			■	■	
Oliver Yao	Tetra Tech	8	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Project Management Team																
Kim Bowyer	Tetra Tech	8	■	■	■	■		■	■	■	■	■	■	■	■	■
Phil Ivey	Tetra Tech	9	■	■	■	■		■	■	■	■	■	■	■	■	■
Will McGowen	Tetra Tech	10	■	■	■	■		■	■	■	■	■	■	■	■	■
Adrian Burleigh	ADA	37	■	■	■			■	■				■		■	■
Conrad King	Tetra Tech	10	■	■	■	■		■	■	■	■	■	■	■	■	■
Ed McCue	Tetra Tech	37		■		■		■	■			■			■	■
Anne Cabrera	Tetra Tech	9	■	■	■	■	■			■	■					
Donald Kunish	Tetra Tech	15	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Kalindi Fitch	Tetra Tech	4				■				■	■					
Alberto Argudin, P.E.	ADA	38	■	■	■			■	■				■		■	■
Alberto Argudin, Jr.	ADA	15	■	■	■			■	■				■		■	■

Section 2: Key Personnel and Subcontractors Performing Services

PROFESSIONAL CERTIFICATIONS, TRAINING, AND LICENSING

Tetra Tech is committed to providing our customers with quality technical products and services while meeting the highest level of ethical and regulatory standards and performance in our jobs. In addition, our environmental health and safety program helps our business operate in a manner that protects the health and safety of our employees, customers, business partners, community neighbors, and the environment.

Tetra Tech remains abreast of the latest guidance, issues being debated, and current best practices through participation in expert groups, attendance in training and conference sessions, and working with national experts in disaster recovery operations, emergency management, national security, information technology, public health, transportation, and critical infrastructure protection.

Our proposed team possesses many of the key certifications necessary to provide quality technical services and have attended numerous training courses related to debris operations and emergency management. Some of these include, but are not limited to:

- Occupational Safety and Health Administration (OSHA) Disaster Site Worker Course
- OSHA 10-Hour Construction Safety Certification
- OSHA 40-Hour HAZWOPER Certification
- G-202 Debris Management
- Homeland Security Exercise and Evaluation Program (HSEEP) Certified
- IS 100: Introduction to Incident Command System
- IS-120: Introduction to Exercises
- IS-200: Basic Incident Command
- IS-547: Introduction to Continuity of Operations (COOP)
- IS-631: Public Assistance Operations I
- IS-632: Introduction to Debris Operations
- IS-634: Introduction to FEMA's Public Assistance Program
- IS-700: National Incident Management System
- IS-800: National Response Program
- Intermediate Workzone Traffic Control (FDOT)
- Mass Casualty Incident Manager Certification

Additionally, all collection and disposal managers and field supervisors must attend a debris monitoring training session prior to working. These training sessions are delivered by experienced trainers and provide the information required to facilitate accurate field monitoring. Tetra Tech also conducts daily "tailgate" safety sessions with field employees to alert them of potential work hazards and review safe work practices.

SUBCONTRACTORS



Joining Tetra Tech in this submittal is ADA Engineering, Inc. (ADA). Incorporated in 1981, ADA has been providing consulting engineering, planning, and construction management services as either a prime consultant or in association with other professional firms. ADA's success in delivering high-quality service to their clients is a direct result of a highly qualified staff of engineers, planners, technicians, construction managers, and administrators. By applying the latest design technology and information, their engineers combine proven principles and innovation into the execution of projects. Their staff understands the need of having knowledge of the local standards and conditions to adapt their designs to fit the specific requirements of each project.

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An illustration of ADA's commitment to its clients is the high percentage of repeat business. Over 80% of their work is repeat business. Some typical clients include Miami-Dade County; the City of Miami; the City of Coral Gables; the City of Doral; the City of Lauderdale Lakes; the City of Lauderhill; the Town of Davie; Town of Miami Lakes; Miami-Dade County Public Schools (MDCPS); Miami International Airport (MIA); Miami-Dade Expressway Authority (MDX)The Florida Department of Transportation (FDOT Districts 4 & 6); The South Florida Water Management District (SFWMD); and The US Army Corps of Engineers (USACE).

ADA has three offices in Florida, including a location at 8550 NW 33rd Street, Suite 202, Doral, FL 33122. From their diverse pool of experts at this location, they are able to assemble highly experienced teams to handle the most complex projects.

SECTION 2: RÉSUMÉS





Jonathan Burgiel Project Manager

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. ***This includes working with the Miami-Dade County Public Works staff for over a decade preparing for and responding to hurricanes.***

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:

- 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

Project Manager (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 3 million cubic yards of debris.

EDUCATION

University of Central Florida
Master of Business Administration, 1989

Tufts University
Bachelor of Arts, Economics, 1984

AREA OF EXPERTISE

- Solid and Hazardous Waste Management
- Disaster Recovery Program Management
- Federal Grant Management

GRANT EXPERIENCE

- Tt callout text
- Tt callout text
- Tt callout text

DISASTERS

- 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 Tornados
- 1606 Hurricane Rita
- 1609 Hurricane Wilma
- 1602 Hurricane Katrina
- 1595 Hurricane Dennis
- 1561 Hurricane Jeanne
- 1551 Hurricane Ivan
- 1545 Hurricane Frances
- 1539 Hurricane Charley

YEARS OF EXPERIENCE

30 years

Mr. Burgiel oversaw the data management process and assisted Miami-Dade County with FEMA project worksheets and appeals.

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 2008-January 2009)

Harris County, Texas | Hurricane Ike Disaster Debris Program Management

In 2008, Hurricane Ike made landfall in Texas, causing extensive damage to Harris County, the fourth largest county in the United States. Mr. Burgiel rode out the storm in Harris County's EOC and assisted with the deployment of our response team following the storm. Our team assisted with monitoring and cost reimbursement for over 2.5 million cubic yards of debris from the public right-of-way (ROW) in response to Hurricane Ike.

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. 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 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.



Robert Menge Deputy Project Manager

EXPERIENCE SUMMARY

Mr. Robert Menge is a former Miami-Dade County employee where he served for over 33 years, including most recently as the special project administrator for Miami-Dade County's Public Works and Waste Management Department. While in this position, Mr. Menge led debris monitoring, management and debris disposal contract preparation; FEMA and FHWA reimbursement; and other debris management tasks. Mr. Menge was intimately involved in debris removal operations after Hurricanes Katrina and Wilma. Mr. Menge also led the development of the County's disaster debris management plan and has an in-depth knowledge of the County's disaster debris operations and staff, procurement, and contract requirements.

As a member of the Tetra Tech team, he will play a critical role in the event of hurricane due to his unmatched knowledge of the County's systems, staff, and approach to disaster debris management.

RELEVANT EXPERIENCE

Special Projects Administrator II (2006 - 2013)

Miami-Dade County, Florida | Public Works and Waste Management

Mr. Menge served as emergency management coordinator for the Public Works and Waste Management Department, where his responsibilities included debris monitoring, management and disposal, debris monitoring, debris disposal contract preparation, implementation and coordination, and FEMA and FHWA reimbursement. He also was responsible for the Hurricane Manual and Continuity of Operations Plan (COOP) development and distribution, Hurricane Table Top Exercise preparation and staff training, Resources Recovery Management Facility Permit Guidelines development, Commission Agenda Review preparation and distribution, and the developmental impact reviews and comments. He prepared and assisted in the development and coordination of the 50 Year Master Plan for the Department, Grant Preparation and coordination, Review County Commission Committee Agenda Package and prepare Department's response, United Way Coordinator for the Department, Annexation reviews and response coordinator, prepare legislative review packages, assist and oversaw development of policies and procedures manual.

President (2000 - Present)

Advance Water Resources, Inc.

Mr. Menge specializes in environmental and land development consulting for Advance Water Resources, Inc. His responsibilities include administering, coordinating and supervising the work product and day-to-day operations of the firm. He assists both commercial and residential developers with respect to environmental permitting, submerged land leases, wetland delineations, mitigation design and implementation, site evaluations and audits,

YEARS OF EXPERIENCE

33 years

AREAS OF EXPERTISE

- Debris Monitoring and Management
- Debris Removal and Disposal Operations
- FEMA and FHWA Reimbursement
- Disaster Debris Management Plans
- Continuity of Operations Planning
- Environmental Planning and Permitting

GRANT EXPERIENCE

- FEMA Reimbursement
- FHWA Reimbursement

TRAINING/CERTIFICATIONS

- Metropolitan Date County General Services Administration: Supervisory Safety, Loss Prevention Training Program
- Georgie Institute of Technology: Supervision and Disposal of Hazardous Substances

EDUCATION

Florida International University
Master of Public Administration, 1990

Florida International University
Bachelor of Science, Biology, 1985

Florida International University
Bachelor of Science, Chemistry, 1978

development feasibility studies, storm water drainage and permitting, water quality studies and improvements, water and sewer permitting, solid waste permitting and client representation for federal, state, county and local municipal regulatory requirements in a wide variety of development and permitting matters. He has also researched and prepared proposals for government grants.

Administrative Officer III (2002 – 2006)

Miami-Dade County, Florida | Solid Waste Management

Mr. Menge's responsibilities included procurement and contract preparation, coordinate the Board of county commission agenda items relating to the Department, conduct research and prepare background information and summary reports for the Department, coordinate and oversee government document preparation, storage and disposal. He was the Employee Suggestion Program Manager for the Department.

Environmental Resources Manager, Multi-Source Pilot Program (1997 – 2000)

Miami-Dade County, Florida | Department of Environmental Resources Management

The goals of the pilot were to determine the efficiency and effectiveness, benefits and advantages of facility-wide inspections. Mr. Menge determined the potential increase in efficiency, and the feasibility of incorporating public education and implementing facility-wide inspections in the department. He conducted research with federal, state, county and municipal agencies to determine potential funding sources for the pilot project. He developed and coordinated surveys, questionnaires and workshops to gather information from both public sector and private businesses regarding the Pilot Project. He served as exotic plant species Project Manager, where he developed and coordinated an approach to enforcing the prohibited sale and propagation of prohibited plant species in Miami-Dade County. He drafted and prepared new ordinances for the program, coordinated and developed an initial public education portion that included information packets, mailing lists, posters and workshops to educate the public prior to initiating enforcement program as part of the department's routine regulatory process.

ADDITIONAL EMPLOYMENT HISTORY

- Miami County, Florida: Department of Environmental Resources Management – Environmental Resource Project Supervisor, Miami River Interagency Enforcement Coordinator, Special Enforcement Officer, 1987-1997
- Miami County, Florida: Department of Environmental Resources Management – Inspector II, Enforcement Division, March 1985 – December 1986
- Miami County, Florida: Department of Environmental Resources Management – Inspector II, Special Enforcement Officer, Hazardous Waste Assessment Section, February 1984 – March 1985
- Miami County, Florida: Department of Environmental Resources Management – Inspector I, Special Enforcement Officer, Compliance Section, May 1980 – February 1984

PUBLICATIONS

- Miami County, Florida, Department of Environmental Resources Management Technical Report: 1990-1999, Sanitary Sewer Contamination of the Miami River, an evaluation of the City of Miami's Stormwater Sewer System to identify and eliminate point and non-point sources of pollution



Ralph Natale Deputy Project Manager

EXPERIENCE SUMMARY

Mr. Ralph Natale is the Director of Post Disaster Programs for Tetra Tech, Inc. He provides daily project support, project oversight, guidance on health and safety, reimbursement policies, and fraud prevention protocols.

Mr. Natale has served as a principal in charge, project manager, data manager, and operations manager on some of the country's largest debris-generating disasters, including Hurricane Katrina, Ike and most recently Sandy. This includes managing the removal of over 15 million cubic yards (CYs) of debris and 500,000 hazardous trees totaling over \$500 million dollars of reimbursed invoices.

He has also served as a debris specialist and grant consultant for state and local governments during his nine-year career in the disaster debris industry, including for the State of Connecticut Emergency Operations Debris Task Force following Hurricane Irene and Winter Storm Alfred and the City of New Orleans, Louisiana, following Hurricane Isaac.

FEATURED RELEVANT EXPERIENCE

Senior Management/Principal in Charge

Mr. Natale has focused his efforts on developing and improving our program management processes. These processes ensure the most efficient methods of managing debris removal programs to maximize federal reimbursement via the Federal Emergency Management Agency (FEMA) 325, and 327 guidelines. As a senior manager, Mr. Natale ensures quality control and quality assurance of our project managers' deliverables always refining our project managers work product.

State of New Jersey | Hurricane Sandy Disaster Recovery Operations (October 2012 – January 2013)

Mr. Natale supported the debris monitoring efforts for 7 separate municipalities and state agencies following Hurricane Sandy. These clients included 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. Over 100 miles separated the 9 municipalities that our team responded to including 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.

YEARS OF EXPERIENCE

9 years

AREA OF EXPERTISE

- Debris Removal Planning
- Debris Removal Monitoring
- Private Property Right-of-Way Debris Monitoring

GRANT EXPERIENCE

- FEMA PA
- NRCS EWP
- FHWA ER

DISASTERS

- 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

- HSEEP-Certified
- IS-100, 120, 200, 700, and 800: ICS and NIMS

EDUCATION

New Jersey Institute of Technology
Bachelor of Science,
Chemical Engineering (*in progress*)

State of Connecticut | Winter Storm Alfred Statewide Debris Monitoring Operations (October 2011 – April 2012)

Mr. Natale oversaw efforts to coordinate with 12 individual local governments and 45 Connecticut Department of Transportation Towns to collect more than 1.5 million CYs of vegetative debris and remove over 100,000 hazardous trees.

Mr. Natale has also served to provide senior management on the following projects:

- Hurricane Katrina Residential Demolitions – City of New Orleans, Louisiana (April 2010 – Present)
- Severe Flooding – University of Iowa (March 2012 – Present)
- Wildfires – Bastrop County, Texas (September 2011 – August 2013)
- Hurricane Irene – State of Connecticut (September 2011 – November 2011)
- Severe Flooding – City of Cedar Rapids, Iowa (May 2010 – June 2011)
- Drought (Standing Dead Trees) – City of Houston, Texas (May 2010 – June 2011)
- Hurricane Ike – Terrebonne Parish, Louisiana (July 2010 – February 2011)

Project Management

On large debris projects, Mr. Natale will be temporally relieved of his practice manager 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.

New Jersey Department of Environmental Protection (NJDEP) | Hurricane Sandy Waterway Debris Removal Project (February 2013 – January 2014)

Mr. Natale developed and implemented many of the protocols and procedures to effectively manage the wet debris removal process. This has included the implementation of our proprietary automated debris management system (ADMS) technology, which has increased NJDEP's visibility to the day-to-day operations and provided real-time reporting of debris quantities. Due to Mr. Natale's excellent project management, NJDEP then tasked our team with monitoring the sediment removal process in the northern and southern region.

City of Houston, Texas | Hurricane Ike Disaster Debris Program Management (October 2008 – July 2010)

Our response to the City of Houston following Hurricane Ike included the collection of over 5.5 million CYs of debris in 256 zones throughout the City. This also included 300 parks and open spaces. Mr. Natale also was tasked with managing the firm's largest hazardous tree removal program for the City of Houston. The program involved removing over 214,000 hazardous trees accompanied by 630,000 photographs to document eligibility. Mr. Natale worked closely with the City of Houston Solid Waste and Finance Department to reconcile and provide detailed information of over \$110 million in invoices and over \$3 million in FHWA funds. Mr. Natale also helped reconcile and submit over \$9 million in force account labor.

Mr. Natale has also served as a project manager or operations manager on the following projects:

- Flooding – Boulder County, Colorado, 2013
- Hurricane Isaac – City of New Orleans, Louisiana, 2012
- Winter Storm Alfred – Connecticut Department of Transportation, 2011
- Hurricane Gustav – Iberville Parish, Louisiana, 2008
- Hurricane Gustav – City of Central, Louisiana, 2008
- Hurricane Dolly – Hidalgo County, Texas, 2008
- Winter Storms – Town of North Tonawanda, New York, 2007
- Hurricane Wilma – Collier County, Florida, 2006
- Hurricane Wilma – Naples Airport, Florida, 2005
- Hurricane Wilma – City of Naples, Florida, 2005



Anne Cabrera Reimbursement Specialist

EXPERIENCE SUMMARY

Ms. Cabrera has worked on almost every major post-disaster activation 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 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 Categories A-H disaster related activities, state appeals, and close out processes.

FEATURED RELEVANT EXPERIENCE

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 project worksheets for Federal reimbursement.

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 a declared disaster event.

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

YEARS OF EXPERIENCE

9 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

- 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

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. The team identified potential debris management sites in six regions, narrowing the list to 30 sites total (the top five most promising in each region); the sites were evaluated by site assessment and ranked for use. The team created lease documents for the County to use when leasing property from a private land owner for use as a debris management site. 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.

PA Consulting/Debris Subject Matter Expert (November 2013-April 2014)

Boulder County, Colorado | 2013 Flooding – Public Assistance 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 in assisting with the gathering of the documentation for and development of the Category A project worksheets and later involvement with private property debris removal and public right-of-way debris removal monitoring programs.

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.

QA/QC Manager (November 2007-November 2013)

City of New Orleans, Louisiana | Hurricanes Katrina, Gustav, and Isaac Disaster Recovery Services

Ms. Cabrera has supported the City of New Orleans following Hurricanes Katrina (2005), Gustav (2008) and Isaac (2012) as part of the data management and invoice reconciliation team for the City's numerous debris removal programs. She has worked closely with parish, debris contractor, and FEMA staff to provide regular updates on the quantities and types of debris collected to the City of New Orleans.

Data Manager (August 2012–March 2013)

St. John the Baptist Parish, Louisiana | Hurricane Isaac Disaster Recovery Services

Following Hurricane Isaac, Ms. Cabrera was part of the data management team for the Parish's debris removal project. She worked closely with parish, debris contractor, and FEMA staff to provide regular updates on the quantities and types of debris collected.

Invoice Analyst (August 2012-December 2012)

St. John the Baptist Parish, Louisiana | Hurricane Isaac Disaster Debris Program Management

Following Hurricane Isaac, Ms. Cabrera was part of the data management and invoice reconciliation team for the Parish's debris removal program. She worked closely with the Parish, debris contractor, and FEMA staff to provide regular updates on the quantities and types of debris collected. She also provided data management and 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 close-out 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 close-out 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 when they impacted the area in 2005. 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 OIG audits.

Data Reconciliation Management (October 2005—February 2012)

City of Fort Lauderdale, Florida | Hurricane Wilma Grant Management Recovery Services

Immediately following Hurricane Wilma in 2005, 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.

Data Manager (September 2008-October 2010)

Terrebonne Parish, Louisiana | Hurricane Gustav Disaster Debris Program Management

Ms. Cabrera performed data management activities for Terrebonne Parish. This included designing and implementing quality assurance and quality control processes for the review and verification of field and debris contractor-provided data in support of invoices to ensure accurate invoice reconciliation.

Invoice Analyst (September 2008-August 2009)

St. Landry Parish, Louisiana | Hurricane Gustav Debris Removal Program Management

Ms. Cabrera oversaw the data entry, tabulation, and organization of collection and disposal data into FEMA-required formats.

Data Manager (October 2005—September 2008)

City of Plantation, Florida | Hurricane Wilma Disaster Recovery Operations

Ms. Cabrera performed data management activities for the City of Plantation, FL following Hurricane Wilma. This included designing and implementing quality assurance and quality control processes for the review and verification of field and debris contractor-provided data in support of invoices to ensure accurate invoice reconciliation. Ms. Cabrera worked closely with the City Grant Administrator to support the execution of the Stafford Act PA Grant Program and participated in the project close-out along with the Florida State PA Coordinator and FEMA, where she represented the interests of the City of Plantation.

Invoice Analyst (August 2005–October 2006)

City of Fort Lauderdale, Florida | Hurricane Wilma Disaster Debris Program Management

Ms. Cabrera supported data management activities associated with the debris collection effort. She helped install a debris management database to track the huge numbers of trucks and debris loads brought to the City of Fort Lauderdale's debris management site (DMS) locations.

Hurricane Ike, Hurricane Irene, and Winter Storm Alfred Disaster Recovery Assistance

Ms. Cabrera was heavily involved in our team's disaster recovery efforts during the 2008 and 2011 hurricane seasons, as well as ongoing projects related to the Texas severe drought and wildfires where she primarily

provided data management activities associated with the debris collection effort. Listed below are a number of clients Ms. Cabrera supported:

- Alamo, City of, Texas
- Alvin, City of, Texas
- Angleton, City of, Texas
- Bastrop County, Texas
- Beaufort, City of, North Carolina
- Bellaire, City of, Texas
- Bristol, City of, Connecticut
- Cameron County, Texas
- Central, City of, Louisiana
- Connecticut Department of Transportation
- Connecticut, State of
- Dare County, North Carolina
- Duck, Town of, North Carolina
- Fort Bend County, Texas
- Galveston, City of, Texas
- Galveston County, Texas
- Hardin County, Texas
- Harris County, Texas
- Hartford, City of, Connecticut
- Henrico County, Virginia
- Hidalgo County, Texas
- Houston, City of, Texas
- Iberville Parish, Louisiana
- Jamaica Beach, City of, Texas
- Kill Devil Hills, Town of, North Carolina
- Kitty Hawk, Town of, North Carolina
- La Marque, City of, Texas
- Lenoir County, North Carolina
- Manchester, City of, Connecticut
- Manteo, Town of, North Carolina
- Martin County, North Carolina
- Nags Head, Town of, North Carolina
- Onslow County, North Carolina
- Pasadena, City of, Texas
- Richlands, Town of, North Carolina
- Seabrook, City of, Texas
- Southern Shores, Town of, North Carolina
- South Windsor, City of, Connecticut
- Sugarland, City of, Texas
- Virginia Department of Transportation
- Weslaco, City of, Texas
- West University Place, City of, Texas



Jeffrey Dickerson

VADMS Lead/Logistics/IT Manager

EXPERIENCE SUMMARY

Mr. Jeff Dickerson has more than 20 years of experience in program management, with extensive experience in organizational development and training and readiness exercises. He is a 20+ year military veteran with skills in leadership, training, and personnel development. As the Director of Logistics and Software Application Systems, Mr. Dickerson is responsible for the planning, deployment, and support of emergency response operations for the firm.

Previously, Mr. Dickerson served as a Director of Information Technology (IT), where he led a team of 18 professionals and was responsible for the operation and management of the corporate network with a multimillion dollar budget. Mr. Dickerson led the analysis, design, installation, and testing of numerous computer networks. Additionally, he managed complex projects involving installation, testing, and repair of power generation equipment and nuclear power plant control and instrumentation.

Mr. Dickerson is intimately familiar with disaster response field and data operations. Mr. Dickerson has led deployment and logistics efforts for some of the firm's largest debris monitoring efforts, including projects in Houston, Texas; Miami-Dade County, Florida; and the States of Connecticut, Virginia, North Carolina, Louisiana, and South Dakota.

Mr. Dickerson has managed numerous large disaster activities with over 1,000 field monitors, coordinated the operation of a round-the-clock data processing centers—some with over 90 personnel, and provided technical support for a debris management database to track the over 1,000 trucks and documentation for over 5 million cubic yards of debris brought to the client's debris management sites (DMS).

Mr. Dickerson has led the development and support of our automated debris management system (ADMS), RecoveryTrac™. RecoveryTrac™ is a powerful suite of applications and mobile tools designed to simplify the collection of field documentation and increase the overall efficiency of monitoring debris removal efforts. ***Mr. Dickerson served as the County's data operations manager following Hurricanes Katrina and Wilma. He has integrated Miami-Dade County's police grids into the system to allow the County to allocate work to the County's 37 debris haulers.***

RELEVANT EXPERIENCE

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 3 million cubic yards of debris.

EDUCATION

Thomas Edison University
Associate of Science,
Nuclear Engineering
Technology, 1997

AREA OF EXPERTISE

- GIS Technology
- Resource Deployment and Tracking
- Readiness Training and Exercises
- Disaster Operations Support
- 20+ Years Military Experience

DISASTERS

- 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
- 1551 Hurricane Ivan

TRAINING/CERTIFICATIONS

- FEMA IS-632, IS-700, IS-922
- MCDBA, Microsoft Certified Database Administrator
- MCSE, Microsoft Certified Network Engineer
- MCT, Microsoft Certified Trainer

YEARS OF EXPERIENCE

20 years

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 RecoveyTrac™ 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 (October 2013–December 2013)**City of Rapid City, South Dakota | Severe Winter Storm Disaster Debris Program Management**

Mr. Dickerson managed the logistics and deployment of ADMS technology, including over 60 handheld devices for over 7,500 hazardous limb and tree removals and over 100,000 cubic yards of debris. The RecoveyTrac™ GIS portal was used extensively for real time quality control of field operations and management of resources. Field operations were completed in less than 50 days, which enabled the City to take advantage of increase cost share funding.

ADMS Application Manager (April 2013–June 2013)**City of Sioux Falls, South Dakota | Severe Winter Storm Disaster Debris Program Management**

Mr. Dickerson managed the logistics and deployment of ADMS technology, including over 100 handheld devices for nearly 27,000 hazardous limb and tree removals and over 15,000 tons of debris. RecoveyTrac™ GIS services provided the City with a real-time data feed of the debris operations that was integrated into the City's emergency operations management portal.

ADMS Application Manager (August 2012–July 2013)**St. John the Baptist Parish, Louisiana | Hurricane Isaac Disaster Debris Program Management**

Mr. Dickerson managed the logistics and deployment of ADMS technology, including over 120 handhelds units used by the Parish to expedite the recovery process collecting over 225,000 cubic yards of debris. Detailed pickup locations and damage reports were used extensively to keep community leaders informed of progress

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.

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.

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.



Oliver Yao

Data Manager/Senior Management Oversight

EXPERIENCE SUMMARY

Mr. Oliver Yao serves as the deputy director of post disaster programs for Tetra Tech, Inc. Mr. Yao has over eight years of industry experience in emergency management, response, and recovery. Mr. Yao is responsible for managing project staffing, financials, operations, and safety of the practice. In addition, Mr. Yao is also responsible for the firm's data management and documentation operations, including project oversight, project reporting, contractor invoice reconciliation, and project close-out and audit support. Mr. Yao has supported response efforts to some of the largest disasters to affect the United States, including Hurricanes Katrina and Ike. Due to his experience, Mr. Yao also has unique knowledge and understanding of federal grant programs, including the Federal Highway Administration (FHWA) Emergency Relief (ER) Program and Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program. This knowledge and experience has aided Mr. Yao in developing and implementing standard operating procedures (SOP) for documentation and data management that assist our clients during closeout and audit.

Mr. Yao also understands all aspects of our automated debris management system (ADMS), RecoveryTrac™. Due to his understanding, Mr. Yao is able to support all aspects of the ADMS handhelds, including field deployment, geospatial reporting, and future enhancements.

RELEVANT EXPERIENCE

Data Manager (April 2011–Ongoing)

City of New Orleans, Louisiana | Hurricane Katrina Residential Demolition Program

Mr. Yao served as a data manager and invoice reconciliation analyst for the City of New Orleans. In total, our team has supported the City of New Orleans in monitoring and documenting the demolition of over 1,700 damaged structures following Hurricane Katrina.

Senior Management and Data Oversight (March 2014–October 2014)

Boulder County, Colorado | Severe Flooding Disaster Debris Program Management

Mr. Yao provided senior management oversight and operational support to the Boulder County, Colorado debris management program. This program presented the unique challenge of removing debris from streams where there was limited access. Mr. Yao also provided integrity monitoring of data in support of consistent project deliverables.

YEARS OF EXPERIENCE

8 years

AREA OF EXPERTISE

- FEMA Reimbursement and Audit Support
- Reimbursement Policies and Procedures
- Disaster Debris Management
- Health and Safety
- Data Management
- FEMA-Compliant Disaster Planning
- RecoveryTrac™ ADMS

GRANT EXPERIENCE

- FEMA PA
- FHWA ER

DISASTERS

- 4177 AL Tornadoes
- 4166 SC Winter Storm
- 4145 CO Flooding
- 4155 SD Winter Storm
- 4145 CO Flooding
- 4086 Hurricane Sandy
- 4080 Hurricane Isaac
- 4029 TX Wildfires
- 4024 Hurricane Irene
- 1791 Hurricane Ike
- 1786 Hurricane Gustav
- 1780 Hurricane Dolly
- 1679 Tornadoes
- 1676 MO Winter Storms
- 1665 NY Snowstorm
- 1603 Hurricane Katrina

EDUCATION

Rollins College, Crummer School of Business
Master of Business Administration, 2006

Rollins College
Bachelor of Arts, Economics, 2003

Senior Management and Data Oversight (May 2014–August 2014)**Blount County; Limestone County, Alabama | Severe Storms and Tornadoes**

Mr. Yao provided senior management and data oversight to two counties in the state of Alabama following severe storms and tornadoes that affected the area in May. Mr. Yao was responsible for overseeing data management and project deliverables. Mr. Yao also provided the project manager operational and safety guidance.

Regional Data Manager (February 2013–January 2014)**New Jersey Department of Environmental Protection | Hurricane Sandy Waterways Debris Removal Program Management**

Mr. Yao provided data management and oversight of the application of ADMS technology in both the north and south regions of the state as part of long-term recovery efforts to remove disaster debris from waterways throughout the state.

Data Manager (April 2013–August 2013)**City of Sioux Falls, South Dakota | Severe Winter Storm Debris Program Management**

Mr. Yao was responsible for supporting all data management activities, including the administration of ADMS technology to document debris and hazard removal efforts. During the course of recovery operations, our team documented the removal of approximately 87,000 cubic yards of debris and nearly 27,000 hanging limbs and leaning trees.

Senior Oversight (September 2011–August 2013)**Bastrop County, Texas | Wildfire Disaster Program Management**

Following the wildfires in Bastrop County, Mr. Yao was responsible for supporting all data management activities associated with the debris collection effort. The project resulted in 750 private property debris removals, the removal of 49,000 burnt trees, and the removal of 15,000 burnt trees from the right-of-way.

Debris Management Consultant (June 2010–August 2013)**Sarasota County, Florida | Pre-Event Disaster Planning Services**

For several years, Mr. Yao has supported Sarasota County on a number of pre-event disaster planning services. Mr. Yao performed a review of the debris hauler RFP and also attended client meetings to discuss specialized debris removal activities such as dead animal carcasses.

Regional Operations Manager (August 2012–December 2012)**City of New Orleans, Jefferson Parish, and St. John the Baptist Parish, Louisiana | Hurricane Isaac Debris Program Management**

Following Hurricane Isaac, Mr. Yao served as the regional operations manager, where he oversaw data management and field operations for the 3 projects and 10 sub-programs.

Data Manager (August–December 2011)**Henrico County, Virginia | Hurricane Irene Disaster Debris Program Management**

Mr. Yao assisted the County with FEMA compliance and reimbursement for more than 22,500 tons of disaster debris; 109 hazardous tree removals; and 13,227 hazardous hanger removals in response to Hurricane Irene.

Data Manager (September 2008–September 2011)**City of Houston, Texas | Hurricane Ike Disaster Debris Program Management**

Mr. Yao was responsible for supporting all data management activities associated with the debris collection effort following Hurricane Ike. He helped install a debris management database to track the huge numbers of trucks and debris loads brought to the City of Houston's temporary debris storage and recovery sites.

Emergency Management Consultant (September 2007–March 2010)**Escambia County, Florida | FEMA-Compliant Disaster Debris Management Plan**

Mr. Yao was part of the project team that helped develop the first Florida FEMA-approved DDMP for Escambia County.



Richard Hainje

Reimbursement Specialist/Senior Advisor

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. Mr. Hainje has supervised major emergency operations in Florida, Connecticut, Mississippi, Missouri, Iowa, Nebraska, and Kansas.

Mr. Hainje was the director of operations for Hurricane Charley, which struck Florida in 2004. ***He was responsible for the entire Florida operations division, which at the time was the largest deployment in FEMA's history. Following the four hurricanes that struck Florida, Mr. Hainje served as director of emergency housing, which was the largest emergency housing operation in more than a decade.***

Due to the devastating effects of Hurricane Katrina in 2005, Secretary Chertoff chose principal federal official (PFO) teams for the 2006 hurricane season. Mr. Hainje was asked by Secretary Chertoff to serve as the deputy Principal Federal Official for the Mid-Atlantic States. Mr. Hainje was involved with every aspect of preparation for all of the states from Georgia to Delaware. 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.

EDUCATION

Mid American Nazarene University
Bachelor of Arts, Management and Human Relations, 2008

Killian College
Associate of Science, Fire Science, 1994

AREA OF EXPERTISE

- Policy/Government Affairs
- Local, State, and Federal Disaster Response and Recovery Funding
- Post-Disaster Emergency Housing
- Grant Writing, Administration, and Implementation
- Regional Response
- Commodity Distribution
- Homeland Security
- Emergency Management and Response

GRANT EXPERIENCE

- FEMA Public Assistance
- Hazard Mitigation Grant Program
- Community Development Block Grant Program

TRAINING/CERTIFICATIONS

- Incident Command System
- Extensive Chief Fire Officer National Fire Academy Course Work
- Former Emergency Medical Technician

YEARS OF EXPERIENCE

30 years

RELEVANT EXPERIENCE

Financial Recovery Services Projects

Senior Technical Advisor (October 2013-Ongoing)

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.

Senior Management Oversight (January 2012-October 2013)

State of Vermont | Hurricane Irene FEMA HMGP Application, Administration, and Implementation

In the wake of Hurricane Irene, the State of Vermont Emergency Management Department engaged our team to assist with its mitigation process. This included consulting services to evaluate 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 Hazard Mitigation Grant Program (HMGP). Within 48 hours, our team deployed a team of experts to the State of Vermont Emergency Operations Center (EOC) to manage all aspects of these processes. As a result of the quality and timeliness of our team's work on the HMGP applications, the State obtained our team's assistance with a number of FEMA-PA related issues, including grant management of the State's Waterbury Office Complex, which was severely flooded.

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 Management Oversight February 2013-January 2014)

New Jersey Department of Environmental Protection | Hurricane Sandy Waterway Debris Removal Project

Mr. Hainje was a member of the our staff's IMT for the New Jersey Department of Environmental Protection following Hurricane Sandy, where he met with FEMA officials and state coordinating officers.

Senior Debris Consultant and Advisor (October 2012-December 2012)

State of Connecticut | Hurricanes Irene and Sandy, Winter Storm Alfred Disaster Debris Program Management

Mr. Hainje has assisted the State of Connecticut with debris management as a member of the Interagency Debris Management Task Force (IDMTF) at the state emergency operations center (EOC) for Hurricane Irene, Winter Storm Alfred, and Hurricane Sandy. He worked closely every day with members from Connecticut Division of Emergency Management and Homeland Security, the Connecticut National Guard, Department of Energy and Environmental Protection, and Connecticut Department of Transportation. This involved advising the State of Connecticut on all debris-related issues during response and recovery from the storms. Mr. Hainje was in the EOC working with the IDMTF prior to landfall for Hurricane Irene and Hurricane Sandy.



John Buri

Director/Senior Management Oversight

EXPERIENCE SUMMARY

Mr. Buri is a director of post disaster programs for Tetra Tech, Inc., and a member of our senior management team. His experience over the past 12 years includes emergency management planning, disaster mitigation, response, and recovery consulting on behalf of cities, counties, regional planning councils, and state governments. Mr. Buri has performed a role of senior management oversight manager on 16 major disasters declarations for over 100 clients since 2007 representing over \$1 billion in disaster related grants.

Mr. Buri has a thorough understanding and practical application of industry best-practices and federal guidance governing such efforts including the Stafford Act, Federal Emergency Management Agency (FEMA) Public Assistance (PA), Hazard Mitigation Grant Program (HMGP) and disaster funding strategies for local and state governments. Mr. Buri is also part of our Incident Management Team (IMT) dedicated to responding to our stand-by clients as part of the team deployed to the impacted region prior to or immediately after a disaster.

Mr. Buri is a vital member of the senior management team and is actively involved in the interaction with multiple clients in every activation, including being present in the client's emergency operations center (EOC) within 24-48 hours after each incident. He has responded to numerous large scale activations and engages with FEMA and state regulatory agencies and debris contractors; in addition to, providing FEMA PA consulting for all tasks and activities associated with each disaster recovery operation.

In addition to his work with clients after disasters, he is a nationally recognized speaker on disaster recovery and preparedness topics, presenting at the National Hurricane Conference, WasteCon, Texas Homeland Security Conference, North Carolina Emergency Management Conference, and the Houston-Galveston Area Council.

FEATURED RELEVANT EXPERIENCE

Subject Matter Expert/Senior Management Oversight (October 2013-December 2014)

Boulder County, Colorado | Full Services Disaster Grant Management Consulting

Mr. Buri is currently providing subject matter expertise and senior management to Boulder County, Colorado, following the devastating floods that occurred in September 2013. Mr. Buri is providing PA consulting, managing the County's HMGP, and assisting the County with Community Development Block Grant (CDBG) Disaster Recovery (DR) application

EDUCATION

Texas State University
Master of Arts, Public Administration, 2002

The University of Texas
Bachelor of Arts, Government, 2000

AREA OF EXPERTISE

- Damage Assessment
- Policy and Procurement
- Debris Management
- Disaster Housing
- Grant Application Development
- Grant Accounting Systems
- Audit Process
- Closeout Procedures

GRANT EXPERIENCE

- FHWA-ER Program
- HUD CDBG-DR
- FEMA PA
- FEMA HMGP

DISASTERS

- 4166 SC Winter Storm
- 4165 GA Winter Storm
- 4145 Colorado Floods
- 4087 Hurricane Sandy
- 4084 Hurricane Isaac
- 4029 TX Wildfires
- 4024 Hurricane Irene
- 4022 Tropical Storm Irene
- 4106 CT Winter Storm
- 4064 OK Tornado
- 1969 NC Tornados
- 1931 Hurricane Alex
- 1909 TN Floods
- 1791 Hurricane Ike
- 1786 Hurricane Gustav
- 1780 Hurricane Dolly
- 1735 OK Ice Storm
- 1606 Hurricane Rita
- 1551 Hurricane Ivan
- 1545 Hurricane Frances

YEARS OF EXPERIENCE

12 years

support. In addition, he is also providing overall management on all debris recovery operational issues for the County.

Senior Management Oversight (February 2014-May 2014)

Counties of Barnwell; Colleton; Dorchester; Hampton; Sumter, South Carolina; City of Sumter, South Carolina; City of Augusta, Georgia | Winter Storm Pax Disaster Debris Program Management

Following the destructive effects of Winter Storm Pax in February 2014, our team was tasked with providing disaster debris program management to numerous communities in the States of South Carolina and Georgia. Mr. Buri was instrumental in the immediate deployment of our team and oversaw all disaster recovery operations, including leaner and hanger removal. In addition, Mr. Buri worked with each community to ensure that all eligible reimbursement was captured and documented.

Subject Matter Expert/Senior Management Oversight (February 2013-January 2014)

New Jersey Department of Environmental Protection | Hurricane Sandy Waterway Debris Removal Project

Mr. Buri provided subject matter expertise in the development and implementation of numerous protocols and procedures to effectively manage NJDEP's waterways debris removal program. Mr. Buri oversaw the implementation of our automated debris management system (ADMS) technology, which increased NJDEP's visibility to the day-to-day operations and provided real-time reporting of debris quantities. Due to the excellent senior and project management provided by our team, NJDEP then tasked our team with monitoring the sediment removal process in the northern and southern region.

Senior Management Oversight (March 2013-Ongoing)

New Jersey Department of Environmental Protection – Liberty State Park | Hurricane Sandy FEMA PA Program Management

Hurricane Sandy's effect on the NJDEP's Liberty State Park was epic, covering the entire park in several feet of seawater and affected nearly all of the park's facilities and infrastructure, which included the Central Railroad of New Jersey Terminal Building. Mr. Buri managed a team of senior consultants that were immediately deployed to assist with the Park's federal grant management. Mr. Buri oversaw all catalogued eligible damage, established relationships with FEMA and state officials, and oversaw the submission of project worksheets (PWs). Mr. Buri also was instrumental in working with NJDEP's engineers to develop comprehensive hazard mitigation proposals to protect the facilities against future similar storms, including a \$2 million hazard mitigation plan for the Terminal Building.

Senior Management Oversight (September 2012-December 2012)

City of New Orleans, Jefferson Parish, St. John the Baptist Parish, Louisiana | Hurricane Isaac Disaster Debris Program Management

Mr. Buri provided senior management oversight and operational and client support for the debris monitoring efforts following Hurricane Isaac to numerous communities in the State of Louisiana following Hurricane Isaac. During this effort, our team monitored the collection and disposal of over 670,000 cubic yards of debris.

Senior Management Oversight (January 2012-October 2013)

State of Vermont | Hurricane Irene FEMA HMGP Application, Administration, and Implementation

In the wake of Hurricane Irene, the State of Vermont Emergency Management Department engaged our team to assist with its mitigation process. This included consulting services to evaluate 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 Hazard Mitigation Grant Program (HMGP). Within 48 hours, our team deployed a team of experts to the State of Vermont Emergency Operations Center (EOC) to manage all aspects of these processes. Beginning with applicant outreach and program setup, the project team collected, reviewed, and offered technical assistance to applicants on their HMGP applications to ensure that applications are completed per program timelines and stand a good chance of being awarded through the \$23 million HMGP grant. As a result of the quality and timeliness of our team's work on the HMGP applications, the State is obtained our team's

assistance with a number of FEMA-PA related issues, including grant management of the State's Waterbury Office Complex, which was severely flooded.

Project Manager (September 2008-September 2011)

City of Houston, Texas | Hurricane Ike Disaster Debris Program Management

Mr. Buri served as a project manager to the City of Houston following Hurricane Ike, where Mr. Buri worked closely with the City of Houston Solid Waste and Finance Department to reconcile and provide detailed information of over \$110 million in invoices and over \$3 million in FHWA funds. In total, our team's response to the City of Houston included the collection of over 5.5 million cubic yards of debris in 256 zones throughout the City. *This included 300 parks and open spaces and the removal of over 214,000 hazardous trees accompanied by 630,000 photographs to document eligibility.*

Program Manger (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/Client Liaison (September 2011–Ongoing)

Texas Department of Transportation | Hurricane Ike FEMA Reimbursement Program Management

Mr. Buri assisted with the reimbursement of over \$5 million in damages to roadway signs, signals, and guard rails and with debris removal efforts. He also provided technical assistance and assisted with application development.

Project Manager (September 2004-October 2007)

Escambia County, Florida | Hurricane Ivan Comprehensive Disaster Program Management

Our team provided comprehensive disaster debris program management services to Escambia County following one of the worst disasters in the Florida panhandle (Hurricane Ivan). Mr. Buri managed the collection and processing of approximately 10 million cubic yards of vegetative and construction and demolition debris, including 1.5 million cubic yards of contaminated sand. Mr. Buri was also instrumental in assisting the County to obtain approval from FEMA to remove debris from private property (as a reimbursable expense).

Project Manager (July 2007–March 2008)

Escambia County, Florida | Escambia County Disaster Debris Management Plan

Mr. Buri assisted with the preparation of a disaster debris management plan for the County that identified responsibilities of key County staff and individuals from other participating jurisdictions. Pivotal to defining roles and responsibilities were two key workshops with all County and non-County stakeholders. Mr. Buri facilitated two half-day workshops, compiled the input and used the information for final plan development. The workshops were the basis for establishing a spirit of cooperation between, the County, participating municipalities, the Florida Department of Transportation, the Santa Rosa Island Authority and the Perdido Key Chamber of Commerce.



Kim Bowyer Operations Manager (South)

EXPERIENCE SUMMARY

Mr. Kim Bowyer is an industry expert in large-scale mobilizations, project staffing, and debris monitoring operations and has extensive experience in disaster debris program management support under the Federal Emergency Management Agency's (FEMA) Public Assistance (PA) Grant Program. He has worked for numerous communities, from Connecticut to the southern tip of Texas, providing disaster recovery operations support. Mr. Bowyer is also experienced in all aspects of disaster planning and recovery, including mobilizing response teams, permitting debris management site locations, public information, call center operations, private property right-of-entry administration, waterway cleanup, and residential/commercial demolition.

FEATURED RELEVANT EXPERIENCE

Program Manager (March 2014–Ongoing) **Boulder County, Colorado | Flood Debris Removal Program Management**

Mr. Bowyer is currently serving as program manager for Boulder County's private property debris removal program and public right-of-way debris removal following the September 2013 flooding. To date, our team has removed close to 10,000 tons of debris. Mr. Bowyer is also assisting in managing the identification of eligible debris for reimbursement and administrating the program management for the County's demolition project.

Regional Program Manager (February 2014–March 2014) **City of Augusta, Georgia; City of Sumter, South Carolina; Counties of Colleton, Dorchester, Sumter County, South Carolina | Winter Storm Pax Debris Removal Program Management**

Mr. Bowyer was a critical component of our response to Winter Storm Pax in South Carolina and Georgia. Mr. Bowyer was tasked with leading our team of recruiters to staff projects that spanned nearly 4,000 square miles of South Carolina and Georgia. Mr. Bowyer's team identified, hired, and trained over 150 monitors within the first few days of operations. Mr. Bowyer also oversaw debris site openings, project initiation, and data management.

Regional Operations Manager (February 2013–January 2014) **New Jersey Department of Environmental Protection | Hurricane Sandy Waterways Debris Removal Program Management**

Following Hurricane Sandy, Mr. Bowyer served as regional operations manager for the New Jersey Department of Environmental Protection, which included the removal of debris, vessels, and silt along two-thirds of New Jersey's coastline.

YEARS OF EXPERIENCE

8 years

AREA OF EXPERTISE

- FEMA Compliance Monitoring
- Disaster Debris Management
- Field Monitoring
- Project Staffing
- Truck Certification
- Multiagency Coordination
- FEMA Reimbursement

DISASTERS

- 4166 SC Winter Storm
- 4165 GA Winter Storm
- 4145 Colorado Floods
- 4087 Hurricane Sandy
- 4084 Hurricane Isaac
- 4024 Hurricane Irene
- 4106 CT Winter Storm
- 1791 Hurricane Ike
- 1786 Hurricane Gustav
- 1780 Hurricane Dolly
- 1676 MO Winter Storms
- 1606 Hurricane Rita
- 1602 Hurricane Katrina

TRAINING/CERTIFICATIONS

- NIMS Certified
- 40- Hour HAZWOPER
- Supervisor Certification – HAZWOPER
- IS-235.b Emergency Planning

EDUCATION

Thomas Edison State College
Bachelor of Science,
Marketing, 2005

Crowder College
Associate of Arts, General
Studies, 1988

Deputy Project Manager (October 2012–December 2012)**State of Connecticut | Hurricane Sandy Disaster Debris Program Management**

Following Hurricane Sandy, Mr. Bowyer managed the debris removal program for the State of Connecticut Department of Transportation, Connecticut Department of Energy and Environmental Protection, and eight separate municipalities. Mr. Bowyer trained monitors for duties as tower monitors and right-of-way vegetative and construction and demolition debris collection monitors, organized the staffing of monitor positions, and tracked the progress of the debris collection.

Project Manager (August 2012–November 2012)**Jefferson Parish, Louisiana | Hurricane Isaac Disaster Debris Program Management**

Following Hurricane Isaac, Mr. Bowyer served as the project manager for Jefferson Parish. He managed the debris removal, leaners and hangers as well as parks projects. He met with city officials regularly to report progress and plan operations. He worked with city officials, contractor management, and disposal site operators to plan disposal site operations, traffic flow through the site, and debris staging strategies.

Deputy Project Manager (October 2011–April 2012)**Connecticut Department of Transportation | Winter Storm Alfred Disaster Management Support Services**

Following Winter Storm Alfred, Mr. Bowyer managed debris and hazardous tree removal operations involving 160 monitors and field staff. His territory totaled 1,800 miles of state routes and several interstate highways. Mr. Bowyer also maintained separate records for FEMA and Federal Highway Administration (FHWA) Emergency Relief (ER) routes to facilitate reimbursement for the State of Connecticut.

Operations Manager (July 2008–November 2008)**Hidalgo County, Texas | Hurricane Dolly Disaster Debris Program Management**

Mr. Bowyer served as operations manager following Hurricane Dolly for Hidalgo County, where he managed the debris removal and time and materials operations. Mr. Bowyer properly allocated personnel to match the demands of the contractor, while maintaining the proper staffing levels. He was responsible for truck certifications and properly staffing personnel at all debris management site towers. Mr. Bowyer also served as project manager for the City of Alamo, Texas, which is located in Hidalgo County.

Project Manager (December 2010–November 2011)**Terrebonne Parish, Louisiana | Hurricane Ike Residential Demolition Program**

Following Hurricane Ike, Mr. Bowyer was responsible for managing and identifying submitted storm-damaged structures to FEMA for reimbursement. Mr. Bowyer walked all properties through the condemnation process that led to the ultimate demolition of 360 properties.

Operations Manager (May 2010–June 2010)**City of Norman, Oklahoma | Tornado Disaster Debris Program Management**

Following the tornadoes in 2010, Mr. Bowyer served as the operations manager and provided oversight on debris removal, leaners and hangers, and tower and truck certification. He also monitored hazardous waste removal and right-of-way debris removal from parks in the City of Norman.

Project Manager (September 2008–August 2009)**Iberville Parish, Louisiana | Hurricane Gustav Disaster Debris Program Management**

Following Hurricane Gustav, Mr. Bowyer managed right-of-way debris removal and the removal of hazardous branches and leaning trees on Parish right-of-ways. He also managed the Parish-wide private property debris removal program and the removal of storm-generated debris from several Parish waterways and bayous.



Phil Ivey Operations Manager (North)

EXPERIENCE SUMMARY

Mr. Ivey has overseen recovery operations on some of the country's largest debris-generating disasters, including Hurricanes Katrina, Wilma, Dennis, and Ivan; the ice storms that hit the Buffalo, New York, area in October 2006; 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

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.

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

YEARS OF EXPERIENCE

10 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

- 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

program. This project resulted in the monitoring and removal of approximately 225,000 cubic yards of debris for the Parish.

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 and the removal of 200,000 cubic yards of debris and 27,000 hazardous trees from 30 parks.

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 2 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 (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.

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.

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. Mr. Ivey also instructed team members on how to accurately measure work completed in order to ensure maximum reimbursement.



William McGowen Disposal Lead/Supervisor

EXPERIENCE SUMMARY

Mr. McGowen is an operations and project field manager with ten years of field experience helping clients respond to and recover from hurricanes, tornadoes, and ice storms with a unique understanding of the eligibility and requirements for accurate reimbursement from the Federal Emergency Management Agency (FEMA) and other funding agencies, preparing project worksheets to support debris estimates, and providing guidance regarding the laws, policies, and regulations associated with monitoring debris removal, collection, and disposal during declared disasters. Mr. McGowen is also experienced in all aspects of disaster planning and recovery efforts, including mobilizing response teams, permitting temporary debris storage and reduction site (TDSRS) locations, staging logistics, and FEMA compliance monitoring protocol and reimbursement policies.

Mr. McGowen led Miami-Dade County's debris tower monitoring management at the North and South County landfills and will again serve in this important role.

FEATURED RELEVANT EXPERIENCE

Operations Manager (August 2005–October 2006)

Miami-Dade County, Florida | Hurricanes Katrina and Wilma Disaster Recovery and Debris Management

Following Hurricane Wilma in 2005, Mr. McGowen was part of the immediate response team that was deployed to begin identifying and permitting suitable land for the collection and disposal of storm-generated debris in TDSRS locations, including the North and South County landfills.

Operations Manager (July 2005–February 2006)

Monroe County, Florida | Hurricane Wilma Disaster Debris Program Management

After Hurricane Wilma grazed the Florida Keys in July 2005, Mr. McGowen provided disaster debris monitoring services for over 150 miles from end to end of the Florida Keys. He also assisted with a FEMA-funded vessel recovery program, where he oversaw the removal of over 450 derelict vessels and over 60,000 crab traps.

Project Manager | Quality Control Manager (December 2007 – Ongoing)

City of New Orleans, Louisiana | Hurricane Katrina Residential Demolition Program

Mr. McGowen has supported the City's demolition program for more than seven years. Due to his experience he is able to support any aspect of the program. During the first program, Mr. McGowen was responsible for the document management associated with the demolition of over 1,700 homes within the City of New Orleans. In this capacity, Mr. McGowen provided

YEARS OF EXPERIENCE

10 years

AREA OF EXPERTISE

- Field Operations and Logistics
- Project Staffing
- FEMA Compliance Monitoring
- Public Assistance Support
- ROE Administration

DISASTERS

- 4084 Hurricane Isaac
- 4024 Hurricane Irene
- 3268 NY Snowstorm
- 1791 Hurricane Ike
- 1786 Hurricane Gustav
- 1676 MO Winter Storms
- 1609 Hurricane Wilma
- 1606 Hurricane Rita
- 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

EDUCATION

Pensacola State College
Associate of Science, 2003

overall project oversight, ensuring the proper documentation of legal authority was in place prior to demolition. Since March of 2011, he has served as project manager for the City's demolition program.

Project Manager (August 2012 – December 2012)

City of New Orleans, Louisiana | Hurricane Isaac Program Management

Mr. McGowen assisted the City of New Orleans with debris monitoring services following Hurricane Isaac. He was the project manager for the duration of the program and also assisted with close out and grants management.

Project Manager (February 2010 – August 2012)

Terrebonne Parish, Louisiana | Hurricane Ike Residential Demolition Program

Following Hurricane Ike, Terrebonne Parish identified over 900 residential structures rendered uninhabitable due to wind and flood damage. Mr. McGowen was part of our team that helped Terrebonne Parish survey and document these residential structures for submission to FEMA for public assistance funding. Of the properties submitted, 360 residential structures were approved and scheduled for demolition.

Field Supervisor (September 2008–September 2009)

Chambers County, Texas | Hurricane Ike Disaster Debris Program Management

The rural, coastal County of Chambers received the brunt of Hurricane Ike's high winds and extreme storm surge during landfall. Mr. McGowen served as field supervisor, where he assisted in contract management, and monitoring and program management of the private property debris removal program. Mr. McGowen helped remove over 315,000 cubic yards from the public right-of-way.

Operations Manager (August 2008 – September 2008)

City of New Orleans, Louisiana | Hurricane Gustav Program Management

Following Hurricane Gustav, Mr. McGowen served as an operations manager for the debris removal program. He was responsible for overseeing field operations including the dispatch of monitors and field supervisor, debris management site operations, quality assurance/quality control, and project reporting.

Operations Manager (September 2005–September 2008)

City of Pensacola, Florida | Hurricane Ivan Disaster Debris Program Management

Mr. McGowen was part of the immediate response team following the landfall of Hurricane Ivan. Mr. McGowen provided general oversight and supervised debris site monitoring services.

Disposal Operations Manager (September 2004–October 2007)

Escambia County, Florida | Hurricane Ivan Comprehensive Disaster Program Management

Following Hurricanes Dennis and Ivan, Mr. McGowen was part of the immediate response team deployed to Escambia County to assist with recovery efforts. Mr. McGowen assisted with the collection and disposal of approximately 10 million cubic yards of debris. He was also responsible for overseeing the monitoring of waterway cleanup.

Project Manager (October 2006–January 2007)

City of Lackawanna, New York | Winter Storm Debris Monitoring

Mr. McGowen was a member of the first response team mobilized to upstate New York to assist with cleanup efforts after an early snowstorm hit the western part of the state. The weight of the snow brought down a lot of limbs, resulting in a tremendous amount of debris. Mr. McGowen's initial duties involved identifying and permitting TDSRS locations. He also worked closely with the City of Lackawanna to identify critical debris removal areas and mark hazardous trees and hanging limbs for removal. In addition to debris monitoring efforts, Mr. McGowen worked with the City of Lackawanna to identify damage and compile the necessary paperwork for A–G project worksheet submittals for emergency and permanent work.



Adrian Burleigh Disposal Lead/Supervisor

EXPERIENCE SUMMARY

Mr. Burleigh has over 37 years of experience in the construction industry. His experience includes new roadway construction, airport runway reconstruction and resurfacing improvements, bridge construction (concrete span beam), high service pump stations, lift stations, large capacity reservoirs, roadway drainage, and signalization. Due to his diverse background, Mr. Burleigh has been able to excel in all different positions.

RELEVANT EXPERIENCE

Inspector (August 2005 – January 2007)

City of Miami | Hurricane Katrina and Hurricane Wilma

As part of this project, A.D.A. Engineering, Inc. (ADA)'s staff was responsible for certifying the truck capacities, monitoring the pickup of debris in the field, oversight of field monitors, monitoring the tower at the debris transfer site, verification of contractor services, public relations and overall project management. Mr. Burleigh was one of the team inspectors to who performed an inventory of hanging limbs, fallen trees, and property damage within the City of Miami.

Sr. Inspector (October 1999 to October 2000)

Miami-Dade County Department of Environmental Resources Management | Hurricane Irene (October 1999) and the "No-Name Storm" (October 2000)

ADA was one of the Master Consultants for the FEMA DORM Program for Miami-Dade County Department of Environmental Resources Management (DERM). This program entailed performing roadway, drainage, and secondary canal infrastructure improvements throughout the County to mitigate damages incurred during Hurricane Irene (October 1999) and the "No-Name Storm" (October 2000), using damage claim funding provided by the Federal Emergency Management Agency (FEMA). Mr. Burleigh was one of the Inspector responsible for observing the daily activities including the acceptance of materials. Materials inspected upon delivery included drainage pipe, precast drainage structures, flowable fill, backfill material asphalt and paint for striping. Materials were compared with approved shop drawings, approved Vendors list and mix designs for acceptance. Mr. Burleigh also coordinated with the testing lab for the required tests.

YEARS OF EXPERIENCE

37 years

AREA OF EXPERTISE

- Construction Inspections

DISASTERS

- Hurricane Irene
- "No-Name Storm"
- Hurricane Katrina
- Hurricane Wilma

TRAINING/CERTIFICATIONS

- CTQP TIN# B642018523240
- CTQP Concrete (pending ACI cert.)
- CTQP Asphalt Paving Technician – Level I
- CTQP Asphalt Paving Technician – Level II
- CTQP Earthwork Level I
- CTQP Earthwork Level II
- CTQP Drilled Shaft Inspector
- Troxler Nuclear Density Testing
- Intermediate MOT
- ACI Concrete Tech.

EDUCATION

Kennesaw College
Miami-Dade College
United States Navy



Conrad King Collection Supervisor

EXPERIENCE SUMMARY

Mr. Conrad King has been involved in all aspects of debris removal monitoring operations, including some of the largest in the Country, since 2005. Mr. King has been in some of the most unique and technically challenging projects in the history of the Federal Emergency Management Agency (FEMA) Public Assistance (PA) program including the New Jersey Department of Environmental Protection (NJDEP) waterways debris removal project following Hurricane Sandy, and the modified private property debris removal program in St. John the Baptist Parish, Louisiana, following Hurricane Isaac. He has extensive knowledge of FEMA 325 and 327 guidelines including implementation of right-of-way debris monitoring, debris site and tower monitoring, and hazardous tree removal. Mr. King is also one of Tetra Tech's designated staff trainers and is an expert in the operations of our automated debris management system (ADMS), where he has trained over 200 field staff on the interworking of the system and its reporting capabilities.

FEATURED RELEVANT EXPERIENCE

Operations Manager (October 2005–January 2006)

Collier County, Florida | Hurricane Wilma Disaster Debris Program Management

Mr. King served as an operations manager Collier County following Hurricane Wilma, where he trained monitors in truck certification, proper field monitoring, tower monitoring, and field supervising. Mr. King conducted operational and safety briefings and supervised monitoring staff during recovery efforts in the County.

Field Supervisor (August 2004 – November 2004)

Orange County and Palm Beach County, Florida | Hurricane Charley Disaster Debris Program Management

Following Hurricane Charley in August 2004, Mr. King monitored crews as they collected ROW vegetative debris for Orange County. Within weeks of Hurricane Charley, Florida was struck by Hurricane Francis and Hurricane Jeanne in September 2004. Mr. King served as a field supervisor for both hurricanes, where he monitored crews that were collecting ROW vegetative debris, monitored trucks entering the debris disposal site, and checked tickets for errors. He also supervised the debris site and debris tower operations, supervised personnel, trained field and tower monitors, and worked with city officials to coordinate recovery efforts.

Operations Manager (February 2014–June 2014)

City of Augusta, Richmond County, Georgia | Winter Storm Pax Disaster Debris Program Management

Following Winter Storm Pax, Mr. King was deployed to manage the

YEARS OF EXPERIENCE

10 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

- 4165 GA Winter Storm
- 4087 Hurricane Sandy
- 4084 Hurricane Isaac
- 4024 Hurricane Irene
- 1786 Hurricane Gustav
- 1609 Hurricane Wilma
- 1561 Hurricane Jeanne
- 1545 Hurricane Frances
- 1539 Hurricane Charley

monitoring of nearly 90 debris removal trucks collecting over 500,000 cubic yards of vegetative debris in a four week period. As the project continued, Mr. King worked with the debris hauler to ensure appropriate crew numbers to meet the aggressive timeline set forth by the client. Mr. King worked closely with data managers and ADMS specialists to document and track operations as well as deliver expedient and accurate reporting to key stakeholders.

Project Manager (January 2013–March 2013)

New Jersey Department of Environmental Protection | Hurricane Sandy Vessel Removal Program

Following Hurricane Sandy, Mr. King served as a project manager for the NJDEP on vessel recovery operations. This included the removal of over 40 abandoned vessels in a 1 month period. Mr. King ensured guideline compliance and documented vessel recovery from New Jersey waterways as well as oversaw the vessel aggregation site. Mr. King worked closely with the NJDEP and New Jersey State Police throughout the project.

Operations Manager (August 2012–October 2012)

St. John the Baptist Parish, Louisiana | Hurricane Isaac Disaster Debris Program Management

Mr. King served as operations manager for St. John the Baptist Parish following Hurricane Isaac, where he trained monitors in truck certification, proper field monitoring, tower monitoring, and field supervising. Mr. King conducted operational and safety briefings and implemented our ADMS during cleanup in the Parish. He also coordinated the mapping of the project progress and provided the Parish with copies. In total, Mr. King managed the monitoring of over 225,000 cubic yards of debris from over 2,000 flooded homes.

Project Manager (August 2011–June 2012)

Virginia Department of Transportation | Hurricane Irene Disaster Debris Program Management

Following Hurricane Irene, Mr. King served as a project manager for The Virginia Department of Transportation (VDOT). He organized recovery efforts including the set up of disposal sites, tracking and verifying eligible stumps for removal, leaner and hanger operations, ROW vegetative debris collection, and tracking the progress and completion of recovering operations stretching thousands of VDOT roads. He met with VDOT officials regularly and made sure that they were well informed of progress and that all operational requests were fulfilled on time. He ensured that operational needs were met and guidelines were followed by meeting daily with the contact company management.

Field Supervisor (May 2011–July 2011)

City of Tuscaloosa, Alabama | Disaster Debris Program Management

Mr. King assisted the U.S. Army Corps of Engineers (USACE) following a tornado in Tuscaloosa in 2011. Mr. King's daily responsibilities included monitoring crews; working on ROW vegetative, construction, and demolition cleanup; structure demolition; ROW operations; tower operations; and asbestos segregation and mitigation. He also advised USACE personnel of FEMA guidelines and trained monitors and USACE personnel on tower operations, load calls, and the truck certification process.



Edward McCue Collection Supervisor

EXPERIENCE SUMMARY

Mr. Edward McCue is an experienced professional with over 35 years of emergency response experience. As a former firefighter in New York City, Mr. McCue has been involved in over 60,000 emergency responses. Mr. McCue has become an expert in disaster debris management, with a thorough understanding of Federal Emergency Management Agency (FEMA) reimbursement policies as well as field operations and debris monitoring. Mr. McCue also understands the critical nature of implementing health and safety protocols to promote a safe working environment and has extensive knowledge of our Health and Safety Plan, as well as, the proper personal protective equipment required in the field and in hazardous materials response.

FEATURED RELEVANT EXPERIENCE

Project Manager (February 2014–May 2014)

Dorchester County, South Carolina | Winter Storm Pax Disaster Debris Program Management

Mr. McCue served as project manager for Dorchester County, South Carolina following Winter Storm Pax, where he is managing the overall disaster recovery operations for the county. Mr. McCue has worked closely with the county to integrate our automated debris management system, RecoveryTrac™, into the county's daily operational and management briefings, which provides full transparency into ongoing debris removal activities. Mr. McCue has also been instrumental in the identification, hiring, and training of field staff.

Safety Specialist (January 2013–December 2013)

New Jersey Department of Environmental Protection | Hurricane Sandy Waterways Debris Removal Program

The New Jersey Department of Environmental Protection tasked our team with monitoring the removal of debris from state waterways as result of Hurricane Sandy. Mr. McCue served as a safety specialist and implemented our Health and Safety Plan as well as verified proper personal protective equipment use by field staff. Mr. McCue was responsible for verifying the safety of monitoring staff in hazardous areas, which include waterways, shorelines, aboard vessels, and a port with heavy commercial traffic.

Operations Manager (October 2012–November 2012)

Town of Greenwich, Connecticut | Hurricane Sandy Disaster Management Support Services

Mr. McCue served as operations manager following Hurricane Sandy for the Town of Greenwich, Connecticut. Mr. McCue's responsibilities included daily health and safety meetings, training, dispatch of monitors, and supervision of field staff.

YEARS OF EXPERIENCE

37 years

AREA OF EXPERTISE

- Disaster Debris Management
- Field Safety
- Emergency Response
- Disaster Recovery

DISASTERS

- 4166 SC Winter Storm
- 4087 Hurricane Sandy
- 4084 Hurricane Isaac
- 4106 CT Winter Storm

TRAINING/CERTIFICATIONS

- CPR–AED Certified
- EMT–B
- CDL License
- 100A Incident Command
- 195 Basic ICS
- 200A IOS For Single Resources and Initial Action Incidents
- 700 NIMS
- 800A National Response Plan
- Response to Carbon Monoxide Emergencies
- Incident Safety Officer
- Hazmat Awareness
- Hazmat Operations

EDUCATION

Iona College
Bachelor of Arts, Computer Science

Operations Manager (August 2012–September 2012)**Jefferson Parish, Louisiana | Hurricane Isaac Disaster Management Support Services**

Mr. McCue served as field supervisor following Hurricane Isaac for Jefferson Parish, Louisiana. Mr. McCue's responsibilities included the supervisor of field staff, resolving field conflicts and issues, implementation of safety requirements, and truck certifications.

Operations Manager (November 2011–June 2012)**Connecticut Department of Transportation | Winter Storm Alfred Disaster Debris Program Management**

Following Winter Storm Alfred, Mr. McCue served as operations manager for the Connecticut Department of Transportation, where he oversaw all the disaster recovery operations, including monitor and supervisor dispatch, equipment control, and supervised disposal sites.

Fire Chief (2005–2010)**Town of New Fairfield, Connecticut**

Mr. McCue served as fire chief for the town of New Fairfield, Connecticut. His responsibilities included carrying out day-to-day tasks of running a firefighting organization such as supervising staff, recruiting, training, and equipment management.

Firefighter (1979–1994)**City of New York, New York**

Mr. McCue served as a regular backup Battalion Aide in 18th Battalion and in Sixth Division (1994). His responsibilities included writing fire and incident reports; maintaining radio communication between dispatcher, chief, and incoming units to ensure smooth operations at fire and other emergency scenes; and supervising battalion and division manpower to ensure adequate staffing. Mr. McCue also served as acting lieutenant when necessary and assumed all related supervisory and administrative duties.



Donald Kunish, CEM Reimbursement Specialist/Grant Management

EXPERIENCE SUMMARY

Mr. Kunish is a Certified Emergency Manager with 16 years of experience. As the **former Deputy Bureau Chief for the Florida Division of Emergency Management**, he was responsible for managing Florida's Hazard Mitigation Planning and Grant Programs, Statewide Emergency Management All-hazards Planning, Training and Exercise Programs; updating the State's Comprehensive Emergency Management Plan to include Emergency Support Functions, Terrorist Incident Response, Wildfire Operations, Pandemic, Emergency Repatriation, Severe Weather Events, Tropical Cyclone, Mass Migration and Radiological Emergency Management Plan Annexes; providing technical assistance to local, state or private agencies on preparedness planning, and domestic preparedness planning, including public and animal health related issues; developing and maintaining budgetary and strategic planning tasks, reports and updates to ensure all applicable grants, contracts, and training applications are processed in a timely manner; and promoting preparedness, response, mitigation and recovery initiatives with public outreach to include public speaking, internet-based formats, and other published materials.

Mr. Kunish also **served as the Plans Section Chief for the Florida State Emergency Response Team (SERT)**. His specific duties included providing the SERT with operational awareness of emergency and disaster situations; compiling the SERT's anticipated and expected actions for future operational periods; and ensuring available disaster data is utilized to produce situation and flash reports, geographic data layers, and event timelines.

Mr. Kunish has experience in planning, responding, training, exercising, and research in multiple disaster situations and simulations. Additional responsibilities included locating, surveying, and submitting debris management sites for his clients. Mr. Kunish has compiled actual damage assessments from past hurricanes and compared the aggregated data to damage estimates generated by the HAZUS hurricane module (run with the National Hurricane Center's storm data.) HAZUS has also been used by Mr. Kunish to plan and scale response activities for the State of Florida and a national debris contractor prior to landfall of multiple hurricanes.

RELEVANT EXPERIENCE

Project Control Specialist (October 2013–Ongoing) **Boulder County, CO | Public Assistance Consulting**

Following the flood disaster that impacted Boulder County in September 2013, our team was selected to manage the county's claims development and administration. Mr. Kunish is currently providing programmatic and application support for the FEMA Public Assistance (PA) Grant Program, Hazard

EDUCATION

University of Florida
Bachelor of Arts, Sociology, Minor in Education

AREA OF EXPERTISE

- Project Management
- Disaster Response
- Disaster Recovery
- Hazard Mitigation
- Emergency Operations
- Hazardous Material Planning

TRAINING/CERTIFICATIONS

- Certified Emergency Manager
- Florida Professional Emergency Manager
- FEMA Professional Development Series
- OSHA 40 Hour Construction Safety
- O-400 Incident Commander
- ICS-100 through ICS-400 Incident Command System
- G-202 Debris Management
- G-137 Exercise Program Manager
- Homeland Security Exercise and Evaluation Program (HSEEP) Exercise Evaluation
- Construction Quality Management (CQM)

YEARS OF EXPERIENCE

16 years

Mitigation Grant Program (HMGP), and the Community Development Block Grant Program.

Senior PA Specialist (September - Ongoing)

Napa County, California | South Napa Earthquake (FEMA-4193-DR-CA)

As the deputy director of post disaster programs, Mr. Kunish directly supports project operations on the Napa County public assistance (PA) project. Of particular importance is his implementation of Tetra Tech's RecoveryTrac™ system, which provides real-time information regarding project worksheet (PW) formulation, development, and obligation, and serves as the data backbone of Tetra Tech's PA projects.

Project Manager (December 2013–September 2014)

Livingston Parish, LA | Hurricane Katrina CDBG Buyout and Demolition

The Parish utilized CDBG-DR funding to buyout and demolish 30 homes in order to redeveloped neighborhoods and eliminate blight that they were experiencing, Mr. Kunish was involved in ensuring compliance CDGB regulations, supporting participant outreach and monitored reporting requirements.

Project Manager (December 2013–Ongoing)

Galveston County, Texas | HMGP and SRL Assistance

Mr. Kunish assisted Galveston County with its HMGP and Severe Repetitive Loss (SRL) programs following Hurricanes Ike and Gustav, which devastated the county with storm surge. Mr. Kunish served as the project manager in the implementation of the SRL Program, where 125 houses were elevated to mitigate their risk to future flooding. Mr. Kunish also managed the closeout of 150 properties that were bought with funding under the HMGP.

Project Manager (August–September 2011)

City of Minot, North Dakota | Souris River Flooding - Emergency Levee Removal

The Souris River flooding displaced over 2,100 households in the City of Minot, North Dakota. To combat the flood waters, emergency levees were placed in strategic locations throughout Ward County. Mr. Kunish oversaw this project, which consisted of removing the emergency levees and returning the material used to borrow locations for future use. This was completed with over 150 trucks and multiple loading and cleanup crews.

Deputy Bureau Chief and various other positions (February 1998 – February 2011)

State of Florida – Division of Emergency Management | Day to Day Emergency Management Operations

Over the span of 13 year, Mr. Kunish's career with the Division covered many emergency management practice areas. Prominent experience during his State of Florida tenure included; administration of the Florida Hazardous Materials Program, administration of the State's Mitigation Bureau that encompassed the hazard mitigation planning program, the State's Hazard Mitigation Plan, the Hazard Mitigation Grant Program and the Hazard Mitigation Assistance (formerly RL, SRL and PDM) Program. Mr. Kunish also worked with the State's growth management programs (including CDBG) to represent the emergency management perspective. This interaction help support Mr. Kunish's involvement in the production of Florida's Regional Evacuation Studies.

Incident Management Team Commander (April–August 2008)

State of Florida – State Emergency Response Team | Tropical Storm Fay

The Incident Management Team was responsible for all emergency management-specific field operations for Tropical Storm Fay that resulted in over \$100,000,000 in PA funding. This included organizing, scheduling, conducting, and reporting results to the SERT from all preliminary damage assessments; managing and coordinating all State Emergency Response County Liaisons; managing all Florida Division of Emergency Management Regional Coordinators; and providing public information services.



Kalindi Fitch Reimbursement Specialist

EXPERIENCE SUMMARY

Ms. Kalindi Fitch assists clients in the administration of federal grant programs for disaster recovery and mitigation. Her extensive understanding of the grant administration process, eligibility requirements, regulations, and policies across many federal programs allows clients to maximize reimbursement. She provides oversight throughout the grant administration period and is familiar with application development, environmental review, project and process monitoring, and closeout and audit activities.

Ms. Fitch has assisted clients in applying for funding from multiple federal grant programs such as the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Grant Program, Hazard Mitigation Grant Program (HMGP), and the Community Development Block Grant Disaster Recovery (CDBG-DR) Programs.

RELEVANT EXPERIENCE

Engagement Manager (August 2014-Present)

Napa County, California | Emergency Operations Center (EOC) Staff Augmentation, FEMA – Public Assistance Consulting

Within 48 hours of the 6.0 magnitude South Napa Earthquake, Ms. Fitch was activated by Napa County, California to provide EOC staff augmentation, preliminary damage assessment (PDA) support, and post-disaster grant advisory services to the community. Now in the recovery phase, Ms. Fitch is responsible for the overall management, delivery and implementation of PA consulting services on behalf of Napa County. She works as a team lead along with the project manager and technical staff and has the overall responsibility to drive the completion of the project for the customer in all disaster recovery grant programs executed by Tetra Tech on behalf of Napa County.

Engagement Manager (October 2013-December 2014)

Boulder County, Colorado | FEMA - Public Assistance Consulting, FEMA - Hazard Mitigation Grant Program, FEMA – Private Property Debris Removal Program Management, U.S. Department of Housing and Urban Development - Community Development Block Grant Disaster Recovery Program

Ms. Fitch is responsible for the overall management, delivery, and implementation of the post-disaster grant management projects in Boulder County. She works as a team lead along with the program manager and technical staff and has the overall responsibility to drive the completion of customer projects in all disaster recovery grant programs executed by Tetra Tech on behalf of Boulder County.

EDUCATION

Rollins College, Crummer Graduate School of Business
Master of Business Administration, Concentrations in Management and Marketing, 2009

Rollins College
Bachelor of Arts, Spanish, 2006

AREA OF EXPERTISE

- EOC Augmentation
- Damage Assessments
- Grant Application Development
- Grant Management
- Program Administration
- Data Collection
- Policy Research

GRANT EXPERIENCE

- FEMA PA
- HMGP
- CDBG

TRAINING/CERTIFICATIONS

- FEMA IS 100.b
- FEMA IS 102.b
- FEMA IS 212
- FEMA IS 230.b
- FEMA IS 630
- FEMA IS 393.a
- Six Sigma Green Belt

YEARS OF EXPERIENCE

4 years

Supervisory Consultant (June 2014–October 2015)**New Jersey Office of Emergency Management | FEMA - Public Assistance Small Project Compliance Review**

As a supervisory consultant on this project, Ms. Fitch is providing the client with PA consulting services to support the compliance review of FEMA's small project processes, the development of workflow documents, and Standard Operating Procedures for the use of the New Jersey Office of Emergency Management (NJOEM). Ms. Fitch is also supporting the establishment of a project worksheet QA/QC review, and providing sub-grantee support through work with the NJOEM Public Assistance Unit.

IT/Document Control/Manager (January 2012–May 2013)**State of Vermont Emergency Management | Hazard Mitigation Grant Program, Technical Assistance**

Our team was activated by Vermont Emergency Management (VEM) is to assist HMGP-eligible sub-applicants in identifying eligible HMGP projects and completing the application process by state- and FEMA-established deadlines. As IT/Document Control Manager, Ms. Fitch managed application intake and quality assurance/quality control and was responsible for accuracy and maintenance of the grant management software tool specifically created for the state.

Grant Management Specialist (January 2013–December 2013)**Terrebonne Parish, Louisiana | Community Development Block Grant Disaster Recovery, Buyout Program Management**

Our team provided Terrebonne Parish with professional services, including project management, environmental review, and environmental testing required to implement their CDBG-Disaster Recovery (DR) Buyout Program. On this project, Ms. Fitch served as a grant management specialist assisting with overall program management and HUD compliance.

Assistant Analyst (September 2011–January 2012)**City of Virginia Beach, Virginia | Financial Recovery Services, FEMA Public Assistance**

Our team provided the City of Virginia Beach with financial recovery services to help maximize funding from the FEMA PA Grant Program. As an assistant analyst, Ms. Fitch was responsible for data collection, project worksheet writing, and grant management software update for the FEMA-PA project worksheets completed by our team.

Project Coordinator (September 2011–January 2012)**Virginia Department of Transportation | Financial Recovery Services, FEMA Public Assistance**

Our team provided the Virginia Department of Transportation with financial recovery services to help maximize funding from FEMA PA Grant Program and Federal Highway Administration (FHWA) Emergency relief (ER) Program. As project coordinator, Ms. Fitch assisted in overseeing project operations, including identifying project roadblocks and need assessment, project set-up, and final closeout.



Alberto D. Argudin, PE, CGC, LEED AP ADA Principal /Construction Manager/Engineer

EXPERIENCE SUMMARY

Mr. Argudin has over 38 years of experience in civil and environmental engineering. He has been involved in a variety of projects that include all aspects of site engineering including stormwater management, water distribution, sewage collection and transmission, transportation, and solid waste management; environmental studies and permitting; and construction management. As project manager and design engineer, he has been responsible for the planning, design, permitting, and construction supervision of residential, commercial, industrial, municipal and institutional projects. As a contractor, he has been involved in both commercial and residential projects.

RELEVANT EXPERIENCE

Principal in Charge (August 2005 – January 2007)

City of Miami | Hurricane Katrina and Hurricane Wilma

Mr. Argudin was the Principal in Charge for this Disaster Recovery project. ADA's staff was responsible for certifying the truck capacities, monitoring the pickup of debris in the field, oversight of field monitors, monitoring the tower at the debris transfer site, verification of contractor services, and overall project management. ADA also provided a team of inspectors to perform an inventory of hanging limbs, fallen trees, and property damage within the City of Miami. This was documented using hand held GPS devices and laptops with Arc-GIS.

Principal in Charge (May – June 2006)

Miami-Dade County Department of Solid Waste Management | Hurricane Katrina and Hurricane Wilma

Mr. Argudin was the Principal in Charge for the monitoring of debris collection in the Redlands due to Hurricanes Wilma and Katrina. He was responsible for making sure that all resources were made available to complete the work with over 50 monitors in a one month period. He assisted in coordinating the work with the Solid Waste Department, scheduling the work, and in the interview process to hire the monitors.

Sr. Project Manager (October 1999 – October 2000)

Miami-Dade County Department of Environmental Resources Management | Hurricane Irene (October 1999) and the "No-Name Storm" (October 2000)

ADA was one of the Master Consultants for the FEMA DORM Program for Miami-Dade County Department of Environmental Resources Management (DERM). This program entailed performing roadway, drainage, and secondary canal infrastructure improvements throughout the County to mitigate damages incurred during Hurricane Irene (October 1999) and the "No-Name Storm" (October 2000), using damage claim funding provided by

YEARS OF EXPERIENCE

38 years

AREA OF EXPERTISE

- Construction Management
- Civil Engineering
- Stormwater & Drainage Project Management Experience
- Program Management
- Environmental Studies
- Stormwater & Environmental Permitting

DISASTERS

- Hurricane Irene
- "No-Name" Storm
- Hurricane Katrina
- Hurricane Wilma

TRAINING/CERTIFICATIONS

- LEED Accredited Professional, Green Building Certification Institute (GBCI)
- QC Manager, FDOT
- CTQP Maintenance of Traffic, FDOT
- Advanced Workzone Traffic Control, FDOT
- Asphalt Paving Levels 1 & 2, CTQP

EDUCATION

B.S., Civil Engineering,
University of Florida

RésuméAlberto D. Argudin, PE, CGC, LEED AP

the Federal Emergency Management Agency (FEMA). He was the Sr. Project Manager for one of the Master Consultants overseeing over \$800 million worth of claim work. The Master Consultant Team that Mr. Argudin managed oversaw over 30 professional and construction firms. For this program management contract, he was a key person in providing project assignments, selecting consultants, and establishing procedures. Other duties included plans review and construction administration. The engineering projects included both roadway and canal improvements. The roadway work consisted of road restoration, resurfacing and drainage. The canal work consisted of dredging and bank stabilization.



Albert Argudin, Jr., CGC Construction Manager/Engineering

EXPERIENCE SUMMARY

Mr. Argudin has over 15 years of experience in the construction and engineering industry. Diversified in horizontal and vertical construction projects, he has proven to have the ability and experience to manage project constraints such as time and cost and deliver projects that comply with the construction documents.

RELEVANT EXPERIENCE

Project Manager (August 2005 – January 2007)

City of Miami | Hurricane Katrina and Hurricane Wilma

Mr. Argudin was the project manager for this City project in which A.D.A. Engineering, Inc. (ADA)'s staff was responsible for certifying the truck capacities, monitoring the pickup of debris in the field, oversight of field monitors, monitoring the tower at the debris transfer site, verification of contractor services, public relations and overall project management. ADA also provided a team of inspectors to perform an inventory of hanging limbs, fallen trees, and property damage within the City of Miami.

Project Manager (August 2005 – January 2007)

Miami-Dade County Department of Solid Waste Management | Hurricane Katrina and Hurricane Wilma

Mr. Argudin was the project manager for this contract which entailed a key role of monitoring labor force. ADA provided a staff of 54 monitors to accompany the Contractor's clean-up crews and monitor the collection of hurricane related debris in the Redlands area. The monitors generated tickets for the debris that was collected. ADA's inspectors also served as tower monitors at the debris collection area to determine the capacity of the trucks entering the facility.

Office Engineer (November 2005 – July 2005)

Miami-Dade County Department of Environmental Resources Management | Hurricane Irene (October 1999) and the "No-Name Storm" (October 2000)

ADA was one of the Master Consultants for the FEMA DORM Program for Miami-Dade County Department of Environmental Resources Management (DERM). This program entailed performing roadway, drainage, and secondary canal infrastructure improvements throughout the County to mitigate damages incurred during Hurricane Irene (October 1999) and the "No-Name Storm" (October 2000), using damage claim funding provided by the Federal Emergency Management Agency (FEMA). Mr. Argudin was the Office Engineer for the FEMA DORM Master Consultant project. The project consisted of countywide roadway reconstruction, roadway resurfacing and drainage improvements. Upon completion of the project, Mr. Argudin and the Construction Engineering Inspection (CEI) team had managed approximately

YEARS OF EXPERIENCE

15 years

AREA OF EXPERTISE

- Construction Management
- Water and Sewer
- Drainage Improvements
- Roadway Improvements
- Oversight of Inspectors
- Program Management
- Cost Estimating
- Scheduling

DISASTERS

- Hurricane Irene
- "No-Name Storm"
- Hurricane Katrina
- Hurricane Wilma

TRAINING/CERTIFICATIONS

- Intermediate Workzone Traffic Control (FDOT)
- Asphalt Paving Level I (CTQP)
- Asphalt Paving Level II (CTQP)
- QC Manager (CTQP)
- Micro-Computer Aided Cost Estimating Second Generation (MII)
- Primavera P3E
- Florida Stormwater Erosion and Sedimentation Control (FDEP)

EDUCATION

M.S., 2004, Construction Management, Florida International University

B.S., 1999, ESS, University of Florida

RésuméAlbert Argudin, Jr., CGC

\$40 million dollars in construction costs. As the office Engineer, he was responsible for the cost control of the project, generated cost estimates for all the work to be performed at each site, and as part of the Quality Control Process, reviewed the designs to minimize constructability issues that could arise in the field. Periodically, he performed site visits to ensure that operations were going smoothly and verified that the proper traffic control devices were being utilized and that the proper safety measures were being implemented. He was also responsible for providing oversight to the inspectors that were managed by ADA.

Section 3: Proposed Approach

PROJECT UNDERSTANDING

For the past decade, our team has collaborated with Miami-Dade County (County) to help bolster the County's resilience to disasters. Our team assisted the County with monitoring and recovery efforts following Hurricanes Katrina and Wilma in 2005 and has supported the County's planning efforts for future disasters ever since. Miami-Dade County is truly unique. With a land mass of 1,946 square miles and a population of over 2.6 million people, the County is one of the largest and most diverse counties in the nation. The County's geographic size and population density make debris removal operations logistically challenging.

Tetra Tech staff have been committed and will continue to be committed to providing the resources and expertise necessary to assist Miami-Dade County in providing exceptional response service following a disaster. In the aftermath of Hurricanes Katrina and Wilma in 2005, the County and our team managed debris removal operations from the County War Room at the NW 58th Street Landfill. Miami-Dade police grids were utilized to pinpoint issues, direct operations, and verify that only Federal Emergency Management Agency (FEMA)-eligible debris was removed in an expeditious manner and that the County's eligible solid waste customers received debris removal in a timely fashion. Tetra Tech has used lessons learned throughout our long-time partnership with the County to improve processes and upgrade our automated ticketing technology. Tetra Tech's extensive resources, \$3.5 billion in FEMA reimbursement expertise, and longstanding work experience with the County will provide the County with maximum FEMA reimbursement and unparalleled work quality that will speed the recovery effort.

Tetra Tech is proposing a management team that has worked closely with County public works and solid waste staff in the past, that is intimately familiar with the County's post-disaster operations, and that is ready to respond immediately with no learning curve. The management team will include Tetra Tech's project manager, **Mr. Jonathan Burgiel**, who served as the County's debris monitoring project manager after Hurricanes Katrina and Wilma. The management team will also include **Mr. Robert Menge** as deputy project manager. Mr. Menge's résumé includes a 25-year history as an employee of the County, where he led the development of the County's debris management plan and was the key project lead for the County after Hurricanes Katrina and Wilma. The management team will also include **Ms. Anne Cabrera**, who managed the FEMA reimbursement efforts for the haulers invoices, and **Mr. Will McGowan**, who managed the County's North and South Dade County Landfill debris tower operations after FEMA.

Our team understands the operational complexities of the County and also offers the expertise and documentation knowledge required to obtain full reimbursement for the County from FEMA and Federal Highway Administration (FHWA), including knowing to avoid collecting debris from municipalities within the County that are not Miami-Dade County Solid Waste customers as well as Florida Department of Transportation (FDOT) road segments



Tetra Tech's extensive resources, \$3.5 billion in FEMA reimbursement experience, and longstanding working relationship with the County will provide the County with maximum FEMA reimbursement and unparalleled work quality that will speed the recovery effort.

Tetra Tech is proposing a management team that has worked closely with County staff in the past, that is intimately familiar with the County's post-disaster operations, and that is ready to respond immediately with no learning curve.

Our team understands the operational complexities of the County and also offers the expertise and documentation knowledge required to obtain full reimbursement for the County from FEMA and FHWA, including knowing to avoid collecting debris from municipalities that are not Miami-Dade County Solid Waste customers as well as FDOT road segments and agricultural areas such as the Redlands that are not reimbursable by FEMA.

Section 3: Proposed Approach

and agricultural areas such as the Redlands that are not reimbursable by FEMA. Tetra Tech's roster of trained and technically competent staff with reimbursement experience is prepared to mobilize throughout the County immediately following the impact of a disaster. We understand the County's commitment to its residents and will work to provide exceptional management, monitoring, reporting, and support of the debris removal effort. Tetra Tech will provide the County with a comprehensive program that maximizes FEMA reimbursement, provides the County with accurate and dependable reporting, and ensures prompt payment to local contractors.

Tetra Tech implements a best practices approach to disaster debris monitoring. Our team has gained unparalleled experience working on many of the largest FEMA Public Assistance (PA)-eligible projects, including responses to Hurricanes Katrina, Wilma, Ike, and Sandy. Tetra Tech has the experience and knowledge needed to assist the County with debris monitoring and maximize federal reimbursement.

Tetra Tech's proposed approach to providing disaster debris monitoring service has been structured to specifically follow items #6, #7, and #8 in the County's Proposer Information Form for RFP-00172. At the end of this section, we have also included our proposed approach to perform the emergency preparedness services identified in the County's RFP related to updating the County's comprehensive emergency management plan (CEMP), mitigation services, and PA services as well as our ability to assist with public information and outreach.

PROJECT APPROACH

County Proposer Information Form Requirement #6: *Describe the specific project plan and procedures including the intended approach for providing debris removal monitoring services.*

Tetra Tech's project plan and procedures are consistent with the County's goals for conducting rapid clean-up and restoration, minimizing costs and additional damage to the community, maximizing the County's FEMA reimbursement, and ensuring the safety of those involved in the process. Our project approach tenets include the following:

- **Training.** Our 360-degree approach to providing initial training coupled with daily reinforcement and incident feedback drives the most comprehensive training program in the industry.
- **Communication.** The close coordination of contractors through real-time data sharing and daily meetings verifies the assigned priorities of the County are executed per the project schedule. Immediate feedback on performance and operational issues along with suggested mitigation activities are key to effective communications.
- **Quality Management.** Processes based on protocols that have been developed over several years and disaster programs provide a start-to-finish quality control (QC) program that meets the standards demanded by the County and FEMA for cost reimbursement.
- **Technology.** Simplicity and reliability coupled with advanced reporting and real-time data improves operational efficiency and expedites deliverables. Tetra Tech's RecoveryTrac™ automated debris management system (ADMS) is the best of class in the industry.

Section 3: Proposed Approach

MOBILIZATION TIMELINE

This section addresses each of the areas requested in the County's Information Form Requirement #6. For ease of understanding, we have organized this section chronologically to follow the typical mobilization timeline of activities Tetra Tech will perform on behalf of Miami-Dade County leading up to and following a disaster such as a hurricane.

Based on Tetra Tech's understanding of the County and its needs, we have developed a mobilization schedule with key project management tasks in chronological order (see Exhibit 3-1 below). The timeline is based on a typical activation; however, Tetra Tech is prepared to work with the County to adjust the timing of the specific elements below to meet the County's needs. For example, after Hurricane Wilma, the county manager established a goal requiring all disaster-generated debris be removed by Thanksgiving to avoid interference with the holiday season. Our team successfully monitored the removal of 3 million cubic yards (CYs) of debris in just over 30 days.

After Hurricane Wilma, our team successfully monitored the removal of 3 million CYs of debris in just over 30 days.

**Exhibit 3-1
Disaster Debris-Generating Event Operational Plan**

Time	Task	Deliverables/Milestones
Preparedness		
Pre-event (normal conditions)	Meet with the County to review plans and documents	<ul style="list-style-type: none"> Conduct annual pre-event meeting with the County Review the County's disaster recovery contracts for FEMA compliance Update critical documents and files, including GIS data
Hour -96	Review capabilities and resources	<ul style="list-style-type: none"> Contact the County and initiate daily conference call Determine resource requirements from debris model Review the County's emergency policies and contracts Establish contact with the County's debris haulers
Hour -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 infrastructure Review protocols for private property, gated communities, and public drop-off sites Review debris staging site locations and follow up with the Florida Department of Environmental Protection (FDEP) on permitting procedures Estimate equipment requirements and debris staging site capacity to haul and stage debris Prepare ADMS technology for mobilization
Hour -48	Monitor storm track and continue preparations	<ul style="list-style-type: none"> Conduct regular meetings with County staff as requested Confirm staging location and begin mobilization of resources Mobilize project assets and begin base camp coordination and logistics (food, water, housing, etc.) with the County and Tetra Tech headquarters (if necessary) Review list of priority roads and the operational plan Continue to update and gather updates from the County's debris haulers
Hour -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 drive Certify emergency road clearance equipment (in coordination with the County's debris hauler) Determine emergency road clearance priorities

Section 3: Proposed Approach

Time	Task	Deliverables/Milestones
Hour 0	IMPACT OF EVENT/INITIATE RESPONSE TO NO-NOTICE EVENT	
Response		
Hour +24	Emergency push	<ul style="list-style-type: none"> ▪ Receive notice to proceed with cost cap ▪ Begin 70-hour emergency push ▪ Maintain time and materials logs for push equipment ▪ Coordinate with the County to conduct preliminary damage assessments (if requested) ▪ Supervisors report to pre-designated locations and prep staff on project ▪ Begin establishing ADMS infrastructure ▪ Begin recruiting and training monitors, project coordinators, and data staff ▪ Initiate opening of debris staging sites ▪ Follow up with FDEP on debris permits (if required) ▪ Work with the County to establish public information protocols to respond to concerns and comments
Hour +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
Hour +72	Disaster debris equipment certification/site preparation	<ul style="list-style-type: none"> ▪ Begin certification of hauling equipment ▪ Install ADMS tower monitor infrastructure ▪ Open debris staging sites and begin photo documentation of sites ▪ Train monitors on policies, ADMS, and safety ▪ Open public drop-off sites as requested
Hour +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 County staff and debris haulers ▪ Implement quality assurance (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 County, haulers, 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 ▪ Provide custom tabular data for data for scale house record integration ▪ Review equipment 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 IV, Florida Division of Emergency Management (FDEM), U.S. Army Corps of Engineers (USACE), etc.

Section 3: Proposed Approach

Time	Task	Deliverables/Milestones
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 PA work plan ▪ Conclude/review preliminary damage assessments ▪ 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 ▪ Site Closure and final report ▪ Retainage release ▪ Release hard copy files ▪ Provide electronic database ▪ Assist with PW development ▪ Assist the County with long-term reimbursement ▪ Audit assistance ▪ Appeal support if necessary

PRE-DISASTER SERVICES (HOUR -96 TO HOUR -0)

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

Tetra Tech will also develop debris estimates based on the forecast intensity of the storm, expected rainfall, and storm surge among other variables. Our team and County staff will use this information to determine the expected number of debris hauling vehicles and monitors required as part of the clean-up effort and whether additional debris staging sites will need to be activated throughout the County.

For example, a significant event (category 3 hurricane or greater) would likely generate such significant quantities of debris to overwhelm the capacity of the two County landfills to handle the truck traffic, requiring the need to open additional debris staging sites throughout the County.

Once impact of the storm becomes clearly imminent, we will work with the County staff to activate the NW 58th Street War Room as the operations center for the County disaster debris removal operations. Tetra Tech will establish a presence at the NW 58th Street War Room to coordinate pre-disaster impact activities with the County staff.

During the time leading up to the storm's impact, we will work with County staff to perform a number of pre-disaster activities. These activities will include reviewing the County debris plan, contacting the County's disaster

Once impact of the storm becomes clearly imminent, our team will work with the County staff to activate the NW 58th Street War Room as the operations center for the County disaster debris removal operations. Tetra Tech will establish a presence at the NW 58th Street War Room to coordinate pre-disaster impact activities with the County staff.

Section 3: Proposed Approach

debris haulers to put them on notice and obtain information on the number of collection vehicles they will be able to provide, and establishing a mobilization plan for parsing out work to the various haulers post-storm. As part of this last activity, we will work with County staff to prepare the Miami-Dade County police grid maps for use in parsing out the work to the various haulers immediately following the storm's impact.

We also anticipate the County contacting the various municipalities throughout the County to determine whether they will require hauler and monitoring support (similar to what occurred in response to Hurricanes Katrina and Wilma). This information will be used to again estimate the amount of resources and staff required by the County to respond to the event.

During the time leading up to the storm's impact, Tetra Tech will work with County staff to perform a number of pre-disaster activities, including reviewing the County debris plan, contacting the County's disaster debris haulers to put them on notice, and establishing a mobilization plan for parsing out work to the various haulers post-storm.

For the purposes of this proposal, Tetra Tech has developed a debris estimate for the County based on the scenario of a category 1 storm impacting the County with heavy rains and minimal storm surge (similar to Hurricane Wilma). Tetra Tech also incorporated our previous experience monitoring debris removal operations in the County as well as our recent national experience to develop the following assumptions:

- The population of Miami-Dade County in 2014 is approximately 2,600,000 people, of which an estimated 322,500 households are solid waste customers.
- Based on the Tetra Tech team's experience managing over 300 debris removal projects throughout the nation as well as the County's ability to respond efficiently following a debris-generating event, Tetra Tech estimates that roughly 75 percent of the debris generated by a category 1 hurricane will be collected within the first four to five weeks of the project.
- Following Hurricane Wilma, the average truckload of debris hauled by County contractor equipment fluctuated between 35 and 40 CYs. Tetra Tech used 35 CYs as an average truckload capacity for collection in this model.
- The average ratio of loadable trucks to loading devices (e.g., front-end loader) will be 3:1 for the first four to five weeks. This ratio is projected to decline to 2:1 for the remaining six weeks of the clean-up effort.
- Based on our logistical experience coordinating debris removal efforts throughout the County, Tetra Tech estimates the average number of loads will be six loads per day for the first 75% of debris collected and four loads per day for the last 25% of debris collected. This takes into account the locations of North and South Dade Landfills, truck queuing at the landfills and debris staging sites, traffic considerations, and historical data from the County Hurricane Wilma clean-up event.

Exhibit 3-2 Field Monitor Staffing Metrics – Phase 1

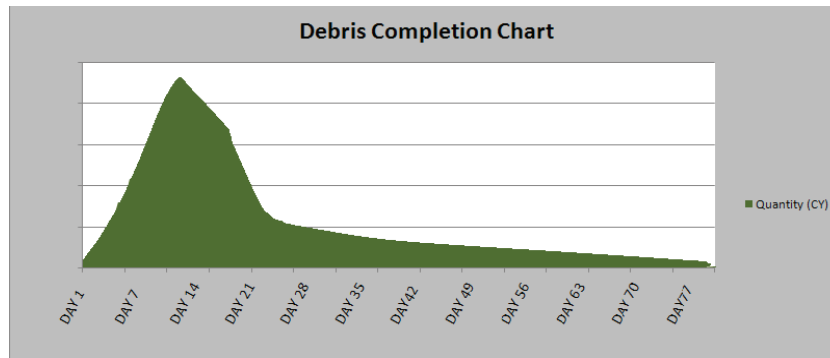
Phase 1 – Initial 75% Debris Collected						
Collection Area	Total Debris	Total Debris Collected Within 5 Weeks	Total Loads (Division of 35 CYs – Average Truck)	Total Days With 1 Truck (Division of Loads Per Day)	Total Trucks Needed to Complete 75% Collection	Total Field Monitors Needed for Phase 1
Miami-Dade	3,590,604	2,692,953	76,900	12,800	366	122

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Exhibit 3-3 Field Monitor Staffing Metrics – Phase 2

Phase 2– Remaining 25% Debris Collected						
Collection Area	Total Debris	Total Debris Collected Within 6 Weeks	Total Loads (Division of 35 CYs – Average Truck)	Total Days With 1 Truck (Division of Loads Per Day)	Total Trucks Needed to Complete 25% Collection	Total Field Monitors Needed for Phase 2
Miami-Dade	3,590,604	897,651	25,600	6,400	152	76

Exhibit 3-4 Typical Debris Collection Volume by Day



DAMAGE ASSESSMENT

Immediately following a storm or other disaster that may qualify for FEMA reimbursement, one of the first activities to be performed is a damage assessment to determine the extent of the damage caused by the disaster. The damage assessment will be used to determine if sufficient damage was incurred to trigger a presidential disaster declaration for FEMA PA and begin the flow of federal funds to Miami-Dade County.

One of the first duties Tetra Tech will assist the County with will be to estimate the extent of the damage caused by the disaster. This information will be used not only to estimate the number of debris trucks required to remove the storm debris, but also to develop an estimate of the total dollar damages the County is likely to incur in the recovery effort. This estimated "cost of recovery" will be provided to the State of Florida to determine if the State and Miami-Dade qualify for a presidential disaster declaration. The following are the services Tetra Tech will provide to immediately assist the County in qualifying for FEMA reimbursement via the FEMA PA Program.

EMERGENCY PUSH MANAGEMENT SERVICES

The 70-hour push period begins immediately following an event. Debris removal contractors coordinate with County crews to clear blocked roadways for emergency vehicle passage. Tetra Tech is prepared to assist Miami-Dade County 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 County staff maintain maps or databases to track road clearance progress and other essential tasks, as requested
- Maintaining documentation for FEMA reimbursement of 70-hour push work

At no additional cost to the County, Tetra Tech will provide training on how to properly record force account labor to ensure the County maximizes FEMA reimbursement.

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- Training County staff on accurately completing timesheets required to obtain FEMA reimbursement for disaster-related force labor account activities performed by County staff

As part of our normal annual services prior to hurricane season and at no additional cost to the County, Tetra Tech will provide training on how to properly record force account labor to ensure the County maximizes reimbursement, an area that costs communities millions of dollars each year due to improper documentation.

EQUIPMENT (TRUCK) CERTIFICATION

Tetra Tech has a proven equipment certification procedure that complies with FEMA 325 and 327 guidelines and results in maximum reimbursement for our clients. Tetra Tech’s ADMS technology, RecoveryTrac™, will be used to electronically certify all equipment used in an activation. Benefits of using the mobile equipment certification application include **electronic volume calculations**, instantaneous upload to the RecoveryTrac™ database to allow immediate QA/QC checks to verify the equipment certification calculations, and automated photo-matching of equipment and driver photographs to the certification form. Our RecoveryTrac™ truck certification software application allows us to complete certifications in **30% less time than with a paper-based system**.

Our RecoveryTrac™ truck certification software application allows us to complete certifications in 30% less time than with a paper-based system.

Exhibit 3-5 Equipment Audit Report



Our disaster debris equipment certification procedure includes the following:

- Generation of unique equipment certification numbers for contractor crews and equipment
- Use of an automated equipment certification form, which includes the latest FEMA guidelines on equipment certification documentation and volume calculations and a bar code for automated ticket scanning
- Special vehicle notations on the equipment 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 equipment to identify if equipment was altered after initial certification

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MONITOR ONBOARDING AND TRAINING

Prior to performing ROW debris collection or disposal site monitoring, Tetra Tech will onboard and train monitors to meet the expected staffing requirements of the project as described above. The process of hiring and training our monitoring staff is discussed in detail in response to County Proposer Information Form Requirement #8: below on Page 3-28.

DEBRIS SITE MONITORING

Response to a debris-generating events in Miami-Dade County requires establishing debris staging sites, emergency permitting of the debris staging sites (including State regulatory permits) in the County, baseline soil testing before the debris staging sites are opened and as part of remediation process, and recycling and diversion initiatives once the reduced vegetative debris is collected and processed. It is expected that the County will use the North and South Dade County Landfills as their primary debris staging sites, but it is highly likely that other debris staging sites will be required similar to after Hurricane Wilma where the County Parks Department activated an additional debris staging site. Also, in the event of a significant event (category 3 or greater), it is likely the County will require additional debris staging sites because the number of vehicles utilizing the County landfill sites would likely be overwhelmed by the volume of trucks.

Tetra Tech has had significant experience assisting local governments in Florida with pre-permitting debris staging sites before a disaster event as well as post-disaster permitting.

As debris staging sites are activated, Tetra Tech will provide a minimum of four disposal monitors per debris staging site. Staffing numbers may also increase or decrease, depending on site layout. Debris site operations and documentation are audited several times daily by operations managers and supervisors to verify load call accuracy and consistency. Tetra Tech has developed a field-proven methodology for promoting timely processing of a truck at a debris staging site tower. ***As a result, queue times at a debris staging site tower are greatly reduced when using RecoveryTrac™ ADMS technology.***

Specific documentation kept by Tetra Tech debris staging site monitors includes the following:

- **Load Ticket.** The load ticket is used to document debris removal, complying with all requirements of FEMA 327 and 325.
- **Disposal Monitor Log.** The disposal monitor log is used as backup documentation, complying with all requirements of FEMA 327 and 325.
- **Scale Manifest Tickets.** If the debris hauling contract is weight-based, tickets generated by the existing scales at the County's debris staging sites will be digitized and cataloged by Tetra Tech.
- **Incident Report.** The incident report is used to document property damage, arguments, unsafe practices, and personal injury.
- **Photographic Documentation.** Tetra Tech disposal supervisors will photograph a debris staging site 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.

All of the information above will be captured electronically using Tetra Tech's RecoveryTrac™ ADMS ticketing system and sent automatically to a centralized database. This database meets FEMA's requirements for FEMA reimbursement documentation and is audit ready.

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RIGHT-OF-WAY COLLECTION

Tetra Tech's approach to ROW collection monitoring will include 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 leaner and hanger 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 a day).
- **Field Supervision.** Responsibilities of the field supervisor 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 County 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 County 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.
 - 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 County 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 County to refine timelines and support an expeditious recovery for the County.

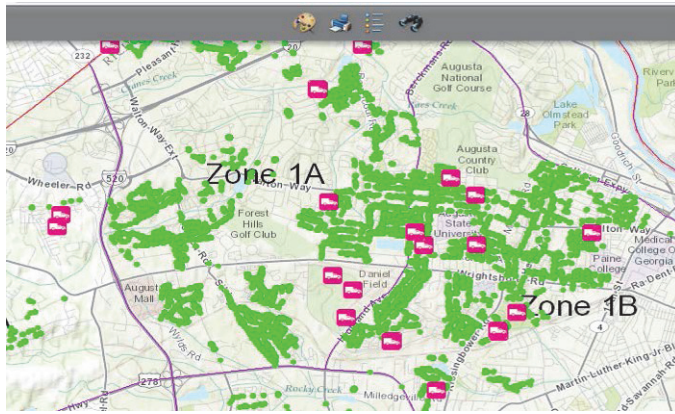
Our monitors will use RecoveryTrac™ ADMS, which will allow the County to view debris collection points, truck locations, monitor locations, damages and incidents, and daily metrics at any given time. The additional geospatial reporting capabilities are made possible through the Tetra Tech approach to crew monitoring. At each debris collection point, the field collection monitor marks the "waypoint" or location of the debris pile to collect GPS coordinates.

Our RecoveryTrac™ ADMS debris monitoring technology will allow the County to view debris collection points, truck locations, monitor locations, damages and incidents, and daily metrics at any given time.

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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 3-6 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 3-7 and 3-8.

Exhibit 3-7: Monitoring Locations

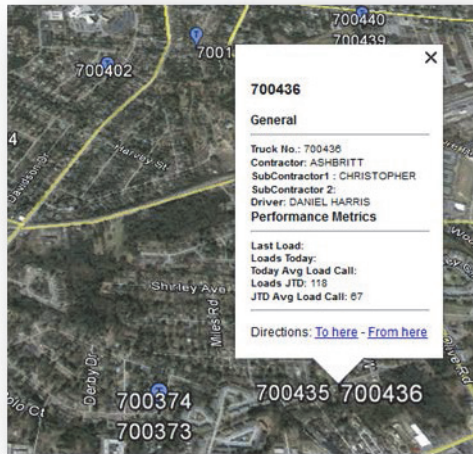
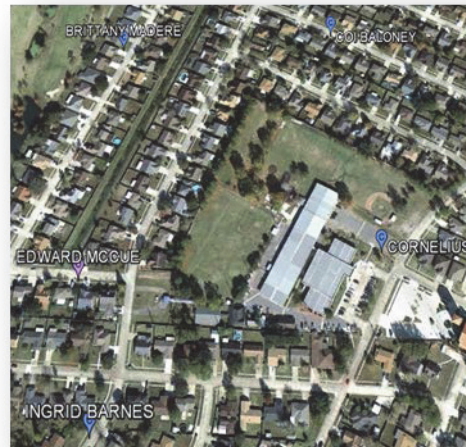


Exhibit 3-8 Truck Locations



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Exhibit 3-9 Waypoint Collection/Hazardous Tree Maps

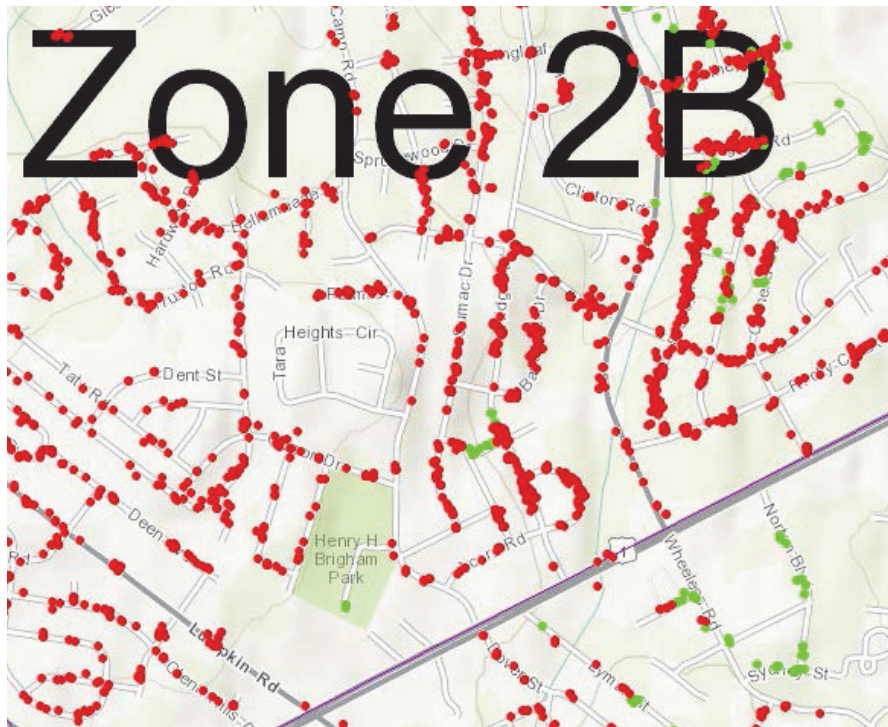
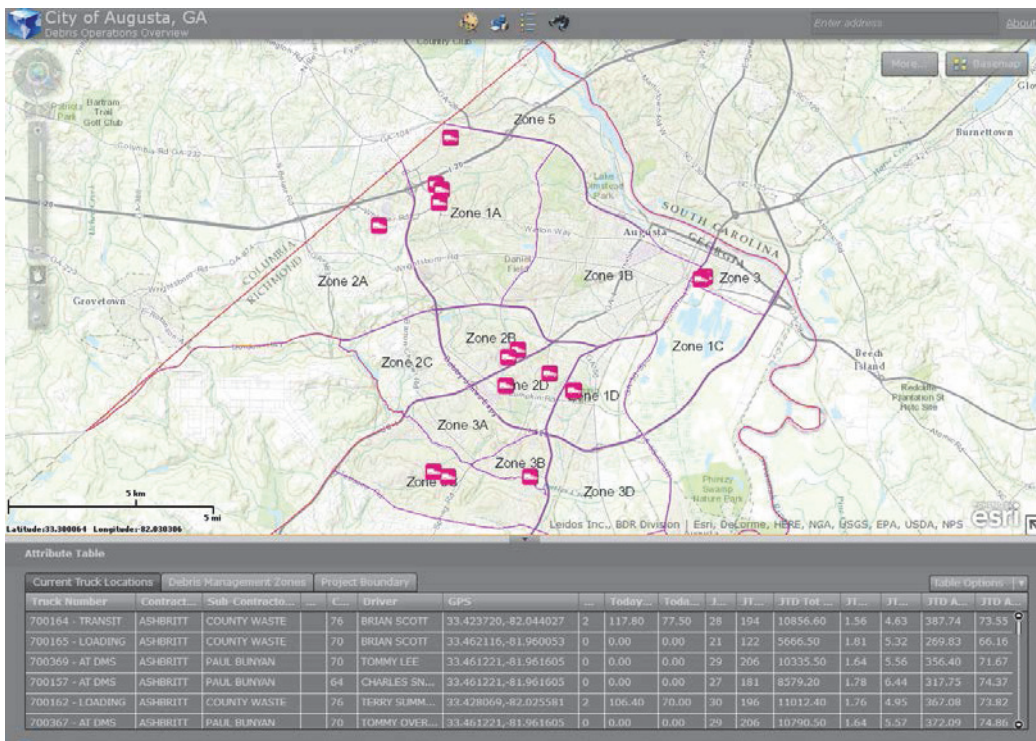
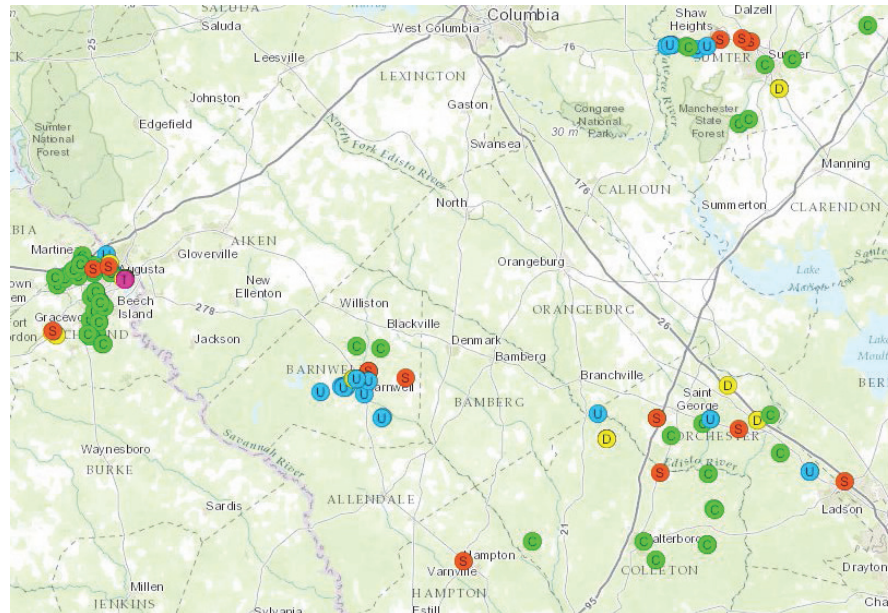


Exhibit 3-10 Truck Locations



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Exhibit 3-11: Monitoring Locations



HAZARDOUS TREE REMOVAL

Guidance established in FEMA 325 and 327 requires supporting photo documentation for each ticket issued for hazardous tree or hanger removal services. Tetra Tech has developed several protocols and processes to ensure consistent and correct documentation for hazard removal. Some examples include:

Leaner



- Capture the location of the hazardous tree by GPS coordinate and address.
- Photograph the tree prior to the commencement of work showing either a 30 percent lean (not natural), exposed heartwood, or de-crowning.
- Photograph the diameter of the tree at chest height.
- Photograph the flush cut stump upon completion of the work.
- Document the completion of the scope through a unit rate ticket (electronic or paper).

Hanger



- Capture the location of the tree containing a hazardous hanger by GPS coordinate and address.
- Photograph the tree showing the hazardous hanger prior to the commencement of removing hangers.
- Photograph the diameter of the removed hanger to prove eligibility.
- Photograph the tree no longer containing the hanger upon completion of the work.
- Document the completion of the scope through a unit rate ticket (electronic or paper).

Stump



- Document FEMA's pre-approval for the removal of an eligible stump.
- Capture the location of the stump being removed by GPS coordinate and address.
- Photograph the stump prior to the commencement of its removal.
- Photograph the area around the stump to show the validity of any residential damage claims.
- Photograph the diameter of the stump at 24 inches.
- Photograph that the stump no longer exists and that necessary backfill is completed.
- Document the completion of the scope through a unit rate ticket (electronic or paper).




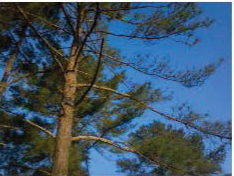

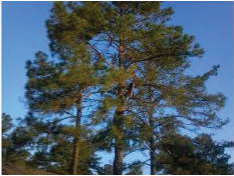


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The previous standard for monitoring firms was to take supporting photographs with a digital camera and manually associate the photos to each tree ticket. Tetra Tech's ADMS technology can be used to document all hazardous tree and hanger removal operations and is designed to automatically 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.

Hazard Removal Quality Control

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 County's contractual agreement with the contractor.

Exhibit 3-12 Real-Time Ticket Audit Report

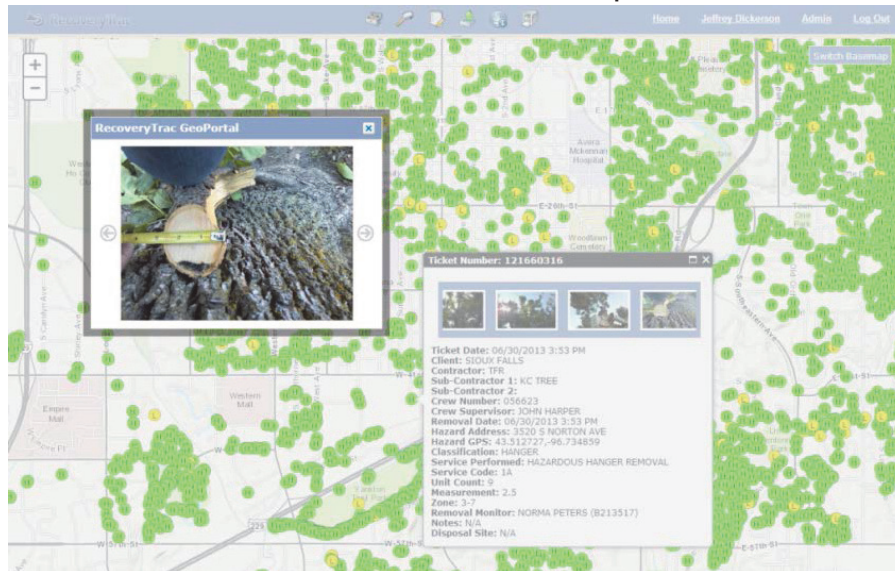
RecoveryTrac Unit Rate AuditReport (Crew: 700430)										Date: 03/11/2014
Client: AUGUSTA					Project: AUGUSTA - WINTER STORM PAX - ROW COLLECTION					
Total Ticket Count: 12										
Ticket No.	Monitor	Date	GPS-Lat	GPS-Lng	Address	Service Code	Unit Count	Meas	Zone	Photo Count
120590044	DAWN WALKER (B214108)	03/11/2014 8:17 AM	33.434518	-82.023773	2405 ACAPULCO DR	1A	1.00	2.50	2d(GIS: 2D)	4
	Crew Photo	Pre-Work Photo	Measurement Photo	Post-Work Photo						
										
120590045	DAWN WALKER (B214108)	03/11/2014 8:27 AM	33.434532	-82.023628	2405 ACAPULCO DR	1A	1.00	3.38	2d(GIS: 2D)	4
	Crew Photo	Pre-Work Photo	Measurement Photo	Post-Work Photo						
										

Hazard Removal Reporting

As monitors complete unit rate tickets for hazardous trees or hangers, their locations are automatically recorded. The location along with other required information is immediately uploaded (with the photographs), processed, and made available in a GIS data format. *Tetra Tech provides the County with GIS web-based tools to view each hazard removed, including hazard information and photographs in real time.* 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).

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Exhibit 3-13 Unit Rate Ticket Map



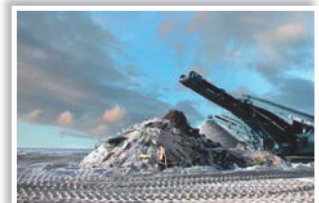
SPECIALIZED DEBRIS REMOVAL SERVICES

Tetra Tech has experience and understanding of the operational, documentation, and reimbursement requirements for specialized debris removal programs such as costal and debris damage programs. As a result, Tetra Tech’s ADMS technology has been developed with these programs in mind to capture required reimbursement information.

Coastal Programs

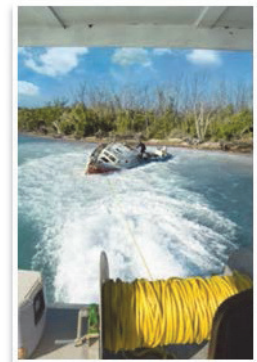
Some examples of our specialized costal program experience include the following:

Sand Recovery and Screening. Beach sand is a valuable commodity that is best recovered, cleaned, and returned to the beach. Following Hurricane Ivan, our team assisted Escambia County in recovering more than 1 million CYs of sand from the ROW, screening the sand, and returning the sand to the beach in compliance with an engineered beach plan. Our team provided similar services for Galveston, Texas and Dauphin Island, Alabama.



Vehicle Recovery. Following Hurricane Ike, our team managed a vehicle recovery program for the City of Galveston Police Department to recover storm-damaged vehicles for processing by insurance companies. Our team assisted the debris contractor in establishing a yard for vehicle storage as well as the tracking of vehicles hauled in and out by city and insurance company towing contractors.

Vessel Recovery. Following the devastating 2004/2005 hurricane season in Florida, our team was retained by Monroe County, Florida to document the recovery of vessels littered throughout the keys by the hurricanes. Our team worked with a vessel recovery contractor and the State Department of Motor Vehicles to recover, store, and process vessels.



Waterway Debris Removal. Our team has been relied upon extensively following major hurricanes to manage the removal of hazards from coastal waterways. Our team provided side scan sonar debris identification and removal from the lakes surrounding Greater New Orleans, Louisiana, following Hurricane Katrina. Our team has also provided waterway debris removal programs for Escambia County, Florida, Trinity Bay Water Conservation District, and numerous other communities.

Section 3: Proposed Approach

Other Debris Damage Programs

Private Property Debris Removal. Our team has administered several major PPDR programs, *including the largest residential demolition program in U.S. history for the City of New Orleans, Louisiana.* Tetra Tech has also performed major PPDR programs for the City of Gulfport and City of Waveland, Mississippi; Bastrop County, Texas; and Escambia County, Florida. Tetra Tech has the experience to work with the state and local governments to confirm that they have the legal authority to enter private property. Tetra Tech will prepare submittal packages for FEMA to approve the program, promote the right-of-entry program with residents, and ensure the program is properly documented to support FEMA reimbursement.

Household Hazardous Waste Debris Removal. Major disasters (particularly those that involve a high storm surge or 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 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.

PROJECT DAMAGE AND INCIDENT REPORTING

Exhibit 3-14 Incident Report

Incident Database

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

Incident No.	Status	Priority	Date	Emp Invl	Cont Invl	Ovn Invl	Location
DP-2014-04835	Active	Normal	03/25/2014 8:57 AM	NO	YES	YES	2820 WALT

DP-2014-04515	Status	Priority	Date	Emp Invl	Cont Invl	Ovn Invl	Location
DP-2014-04515	Active	Normal	03/21/2014 5:23 PM	NO	NO	NO	3311 WOOD

Incident Map

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PROJECT DAMAGE AND INCIDENT REPORTING

RecoveryTrac™ allows field monitors to report incidents and provide supporting photographs in real time to the County, Tetra Tech, and the debris contractor. 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 County. Additionally, the incident map developed from the collection information is essential to quickly identifying unresolved contractor damages before the completion of the program.



RecoveryTrac™ is able to track and manage resolution of several potential incidents, including the following:

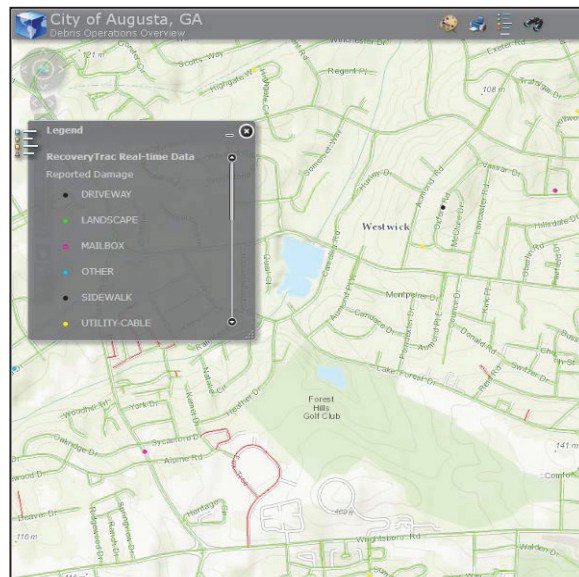
- Private and public damages (both new and pre-existing)
- Skipped debris piles
- Safety and injury reports
- Site surveys
- Inspection reports

RecoveryTrac™ collects identifying information, including location and one or more supporting photograph(s). The information is stored and managed using web-based tools that allow reporting, scheduling, and resolution. Additionally, the issue maps developed from the collection information are essential to quickly identifying hotspot problems and directing supervision to correct the problems. Every member of our project team is able to capture these issues, which provides reliable monitoring for the County, and depending on the type of issue, priority e-mails may be sent out automatically to the project management team.

Exhibit 3-15 Damage Report

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		

Project Incident Details: AUGUSTA - WINTER STORM PAX - PRIVATE PROPERTY-MAILBOX (Count: 9)									
Incident No.	Status	Priority	Date	Emp Invt	Cont Invt	Own Invt	Location		
DP-2014-04635	Active	Normal	03/25/2014 9:57 AM	NO	YES	YES	2820 WALTON DR	Contractor Info: BYWOOD (TRUCK: 700166), Homeowner Info: JASON PILGRI (7065648372), DRIVER KNOCKED OVER MAILBOX	
									
DP-2014-04515	Active	Normal	03/21/2014 5:23 PM	NO	NO	NO	3311 WOODBURN DR	HIT MAILBOX WHEN BACKING	
									



DEBRIS STAGING SITE CLOSURE

Tetra Tech is experienced in the environmental regulations and compliance standards for the closure of a debris staging site. The FDEP must be contacted before the closure of a debris staging site to verify all required actions are taken. Generally, a debris staging site must be returned to its original environmental state. Restoration of a debris staging site includes removing all remnants of operations and the remediation of any contamination that may have occurred during operations. A final sample of environmental data may be collected to verify a debris staging site has been returned to its original state. Final closure of a debris staging site will require written notice

Section 3: Proposed Approach

to the FDEP. Tetra Tech will collect final site photographs to document the state of a debris staging site at closure. The photos, collection and final disposal volumes, as well as the results of any environmental samples will be included in a final debris staging site closure report.

QUALITY ASSURANCE/QUALITY CONTROL PROGRAM

Implementing sound 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. Through 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. Due to the real-time reporting and additional information collected by our ADMS technology, Tetra Tech can establish a virtual command center to audit project information as it is collected.

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 County.

SCALE HOUSE DATA INTEGRATION

We understand the uniqueness of the County's scale house operations and data management systems. During recovery operations following Hurricanes Katrina and Wilma, it was important for the County to be able to integrate collection data into the County's scale house record system. Tetra Tech worked with the County to develop customized tabular exports that could be imported into the County's scale house record system.

Due to this experience and understanding, Tetra Tech is prepared to assist the County with providing access to customize tabular exports in a format that is compatible with the County's scale house record system.

We understand the uniqueness of the county's scale house operations and data management systems as a result of our work with the County after Hurricane Wilma. Due to this experience and understanding, Tetra Tech is prepared to assist the County with providing access to customize tabular exports in a format that is compatible with the County's scale house record system.

OPERATIONAL REPORTS AND OTHER DOCUMENTATION

Tetra Tech takes pride in the customization of reports to meet our client's specific needs. Our suite of reports is automated from RecoveryTrac™ and these *reports are available in real time via PC, tablet, or even smart phone on-demand 24x7*. Consistent with the County's statistical reporting requirements, reports are offered using perspectives to provide information specifically targeted for the user. These perspectives include tabular and graphical views:

- **Project.** Statistics for the project overall, including personnel and equipment levels; debris staging sites in operation all organized for summary by day and project-to-date
- **Contractor.** Statistics and operational performance for one or more contractors, including crews, trucks, and production quantities
- **Debris Management Zone.** Statistics broken down to an individual geographic area based on geospatial processing to provide very accurate summarization for debris and hazards removed

Section 3: Proposed Approach

- **Debris Staging Site.** Statistics unique to each debris staging site such as volume or hazards received, summarized by day and project-to-date

Tetra Tech’s fully featured RecoveryTrac™ GIS provides a rich set of offerings for the County that can be used in several ways:

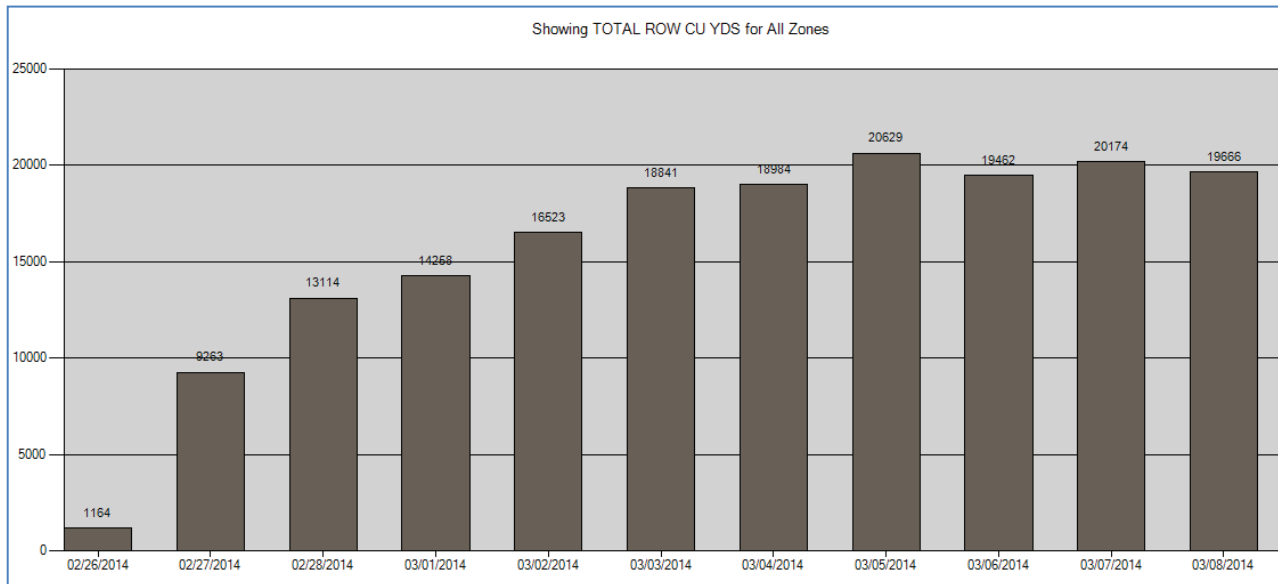
- **View from the Desktop.** A web-browser based application is provided at no cost to the County’s designated users and provides on-demand visual access to all project related information.
- **Integrated Web Services.** The County’s already advanced GIS system can add real-time GIS map services to integrate in existing County GIS application.
- **Emergency Operations Center (EOC)/Command Center.** When operated in EOC mode, a single map is used to show advanced combinations of real-time information. The Tetra Tech Contractor Management Portal is an excellent example of this.

Exhibit 3-16 provides an example of Contractor performance reports.

ROW/Haulout Operations				
Contractor Name	Trucks Working	Total Certified Trucks	Avg Certified Capacity	Total Certified Capacity
ASHBRITT	58	60	67.5	4048

Hazard Removal Operations		
Contractor Name	Crews Working	Total Certified Crews
ASHBRITT	47	64

Contractor	Wrk Date	Loads	ROW	HO	All	ROW	HO	All	ROW	HO	All	Dist	Time
ASHBRITT	03/09/2014	402	19004.05	0.00	19004.05	13.71	0.00	13.71	70.26	0.00	70.30	1.00	1.50
	03/08/2014	402	19666.85	0.00	19666.85	0.00	0.00	0.00	72.10	0.00	72.10	1.20	1.50
	03/07/2014	416	20174.45	0.00	20174.45	0.00	0.00	0.00	71.85	0.00	71.90	1.00	1.50
	03/06/2014	399	19422.40	0.00	19422.40	0.00	0.00	0.00	72.28	0.00	72.30	1.30	1.50
	03/05/2014	434	20629.30	0.00	20629.30	0.00	0.00	0.00	70.47	0.00	70.50	1.00	1.50
	03/04/2014	388	18984.05	0.00	18984.05	0.00	0.00	0.00	71.35	0.00	71.40	1.00	1.60



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CONTRACTOR INVOICE RECONCILIATION

Changes in the requirements to obtain FEMA PA have necessitated the use of an ADMS as requests must be made using actual debris quantities in lieu of estimates in supporting documentation. Tetra Tech's RecoveryTrac™ ADMS includes a Rapid Reconciliation feature that can provide the County with fully reconciled data in an expedited manner not available using a paper-based system. In the last three years, RecoveryTrac™ ADMS has been used on 19 projects. In each case, we were able to provide the projects with actual quantity documentation needed to support PA funding.

To expedite contractor invoice reconciliation efforts, Tetra Tech requires copies of all primary debris hauler contracts with the County. After reviewing the contracts, Tetra Tech will set up the 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™ Mobile. 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 County. Several QA and QC checks will be conducted on data before it is provided to the contractor. The application of RecoveryTrac™ Mobile significantly reduces the amount of time needed for a contractor to generate an invoice and for the subsequent invoice reconciliation with Tetra Tech. The process for contractor invoice reconciliation in a RecoveryTrac™ Mobile project is as follows:

- Debris contractor manually enters ticket detail into a contractor database or imports ticket data based on Tetra Tech's debris contractor reports.
- Debris contractor generates an invoice for a specified period and submits the invoice and electronic backup to Tetra Tech for review.
- Tetra Tech reviews the contractor data against RecoveryTrac™ database records.
 - If no discrepancies are identified, Tetra Tech notifies the contractor that there are no discrepancies in the dataset.
 - If discrepancies are identified, Tetra Tech generates a discrepancy report noting the ticket numbers and differences between the two data sets.
- Tetra Tech submits the discrepancy report for the contractor's review. The contractor revises their invoice based on the discrepancies and resubmits to Tetra Tech for review.
- Once a debris contractor's invoice has been reconciled, Tetra Tech generates a payment recommendation and transmittal letter for each invoice and submits the invoice package for the County's review.

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ELECTRONIC DEBRIS MONITORING

Tetra Tech understands the County's specification for electronic debris monitoring, also known as ADMS technology. In today's technology-driven society, paper-based systems are quickly becoming obsolete. Recognizing the migration to electronic-based systems, our team has spent years on research and development in an effort to streamline the debris collection documentation process, with a focus on minimizing the cost to our clients while improving the visibility of debris project operations. RecoveryTrac™ is the result of these efforts. RecoveryTrac™ is a scalable and fully featured disaster management application designed specifically to address the operational challenges faced during a disaster recovery project. ***Our proprietary ADMS technology, RecoveryTrac™, meets USACE specifications for electronic debris monitoring,*** provides real-time collection of data, and offers multiple solutions to data management, reporting, invoice reconciliation, and project controls that cannot be achieved with a paper-based program. Tetra Tech has also implemented RecoveryTrac™ ADMS technology on the last 19 FEMA PA-eligible projects monitored by Tetra Tech. On these projects, our clients and FEMA found this state-of-the-art technology to increase efficiency and improve the management of debris removal efforts.



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

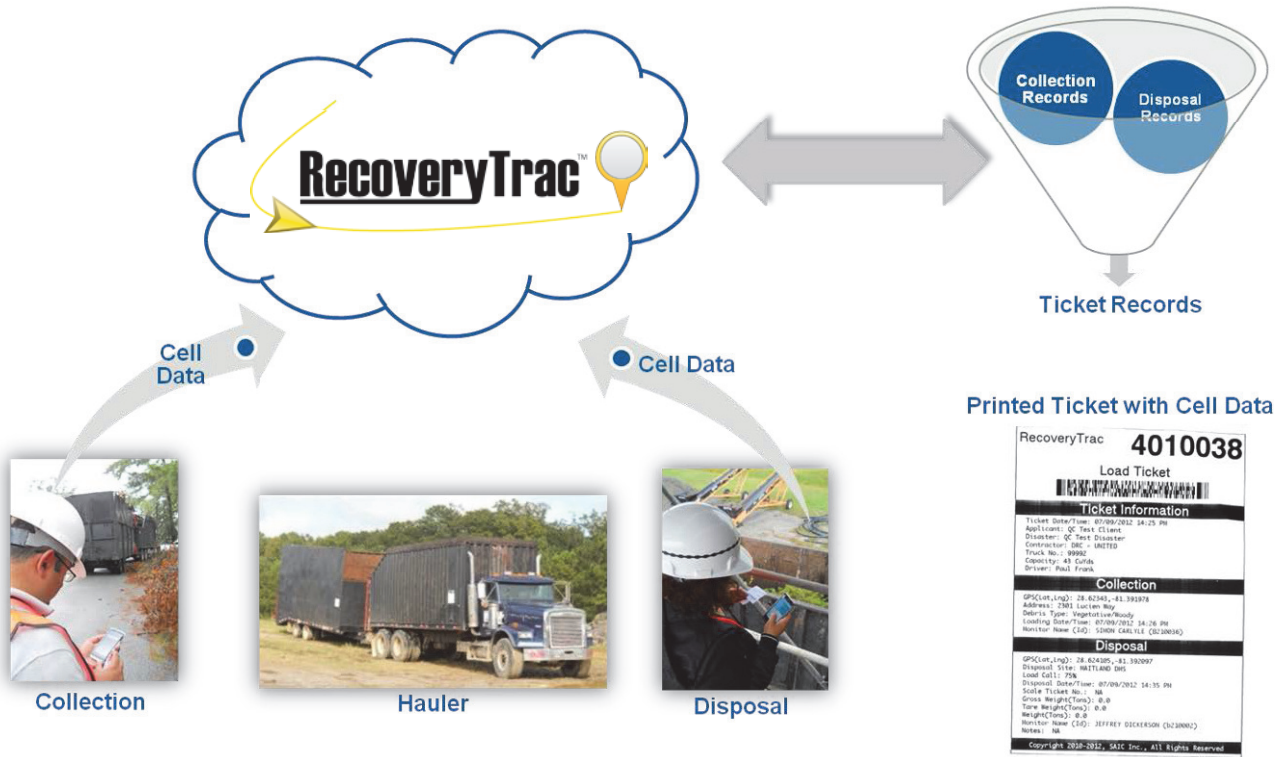
The RecoveryTrac™ Process

The process begins with trucks being certified using handheld units. A truck certification form is printed with a unique electronic bar code and provided to the driver. Handheld units are provisioned and assigned to both collection and disposal monitors. Collection 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 collection 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 disposal/tower monitor. The disposal 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 an internet connection is restored. The device periodically searches for this connection, and when services are restored, the device automatically uploads the stored data. ***Even under the harshest conditions where cellular service is not available, Tetra Tech provides ground-based satellite data connectivity at key project locations to upload and process data as quickly as possible.*** Exhibit 3-17 shows the RecoveryTrac™ process under normal operating conditions.

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Exhibit 3-17: RecoveryTrac™ Process



Key Benefits of RecoveryTrac™

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

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

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

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.

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

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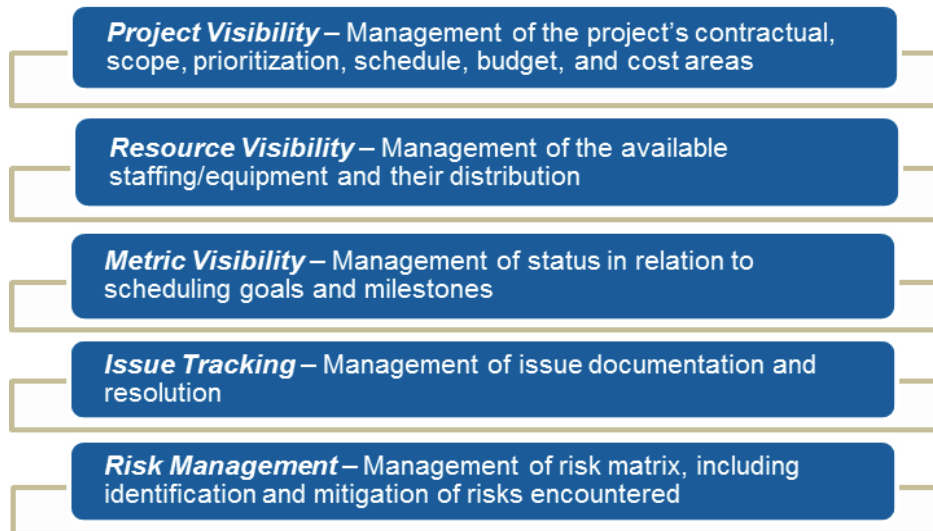
Real-Time Reporting. The key to successful management of a debris project is the timely availability of relevant information needed to make sound decisions and respond to anomalies before they become issues. Our powerful reporting engine allows the user to monitor contractor performance, track damages,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

PROJECT ORGANIZATION AND MANAGEMENT

County Proposer Information Form Requirement #7: *Proposer's approach to project organization and management, including the responsibilities of the management and staff personnel assigned during the predicted and unpredicted events.*

Our project management approach governs planning and execution of project work. The strategy, structure, and staffing requirements for the project organization are based on client expectations and the desired outcome. Our approach enables Tetra Tech to achieve success despite the unpredictable nature of the disasters we face. Our approach addresses the project management areas shown in the exhibit below.

Exhibit 3-18 Project Management Areas



These project management areas are governed 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 the best practices that balance need for direction of operational priority, issue resolution, and relevant information with consideration for the time availability of the client.

PROJECT MANAGEMENT

Customer focus is paramount in our corporate culture. Having an in-depth understanding of our customer's goals, domain, constraints, and resources enables us to approach customer challenges holistically and address implicit and emerging needs.

Tetra Tech views all of our projects as an opportunity to build a partnership with our clients. We place importance on complete coordination and collaboration with our clients in order to provide a valuable and useable product. As such, our philosophies include deliberate, continuous, and effective communication and outreach with key stakeholders throughout every phase of our projects; an understanding of the time commitments of the stakeholders and the demands placed on their time; and an understanding of the realities and technical issues required for the scope of work as well as dedication to meeting project deadlines and operational thresholds.

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Each project is assigned a project manager who is responsible for the effective and efficient performance of the engagement. Our project managers are senior-level professionals with extensive disaster management and recovery experience. Once a project has been initiated, the project manager maintains communication with the client throughout the engagement, allowing potential project pitfalls to be identified and managed proactively. Tetra Tech project managers work closely with the client to develop a nuanced understanding of customer needs and are empowered to make key business decisions in that context.

Our ultimate goal is to create a partnership with the County before, during, and after times of deployment. We understand the importance of the trust the County must place in our staff as stewards of the County's financial interests following a disaster, and we are dedicated to earning and keeping that trust for years to come.

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.
 - **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)**
 - **Onboarding and training staff** – Conduct suitability for work checks and provide targeted training program based on work and safety plans.
 - **Monitoring** – Supervise field operations, 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.

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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.** When the client, debris removal contractor, and the monitoring firm have the same accurate information, their ability to execute efficiently is markedly improved. 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.

DEBRIS RECOVERY CONTRACTOR MANAGEMENT

Tetra Tech and the County have both faced several challenges in managing multiple contractors while responding to various influencers with sometimes conflicting priorities during the execution of a debris removal project. Tetra Tech approaches contractor management from the following four focus areas tightly aligned with the County's priorities and direction.

Communication and Progress Reporting

Clear assignment of resources based on capabilities and priorities set by the County in daily meetings. Progress reporting is automated using real-time field data collection with advanced GIS processing, key features include:

- Field supervisors and monitors continually identify debris hot spots and report completion per the daily operation plan.
- Automatically generated progress metrics such as road miles completed and percent completed by debris management zone.
- Real-time asset location and progress is made available in the County EOC, War Room, contractor dispatcher, and others as authorized by the County.

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Exhibit 3-19 Standard Geospatial Layers Provided by RecoveryTrac™

Layers:

- [Current Monitor Locations](#) (0)
- [Current Truck Locations](#) (1)
- [Disposal Site Locations](#) (2)
- [Hazard Removal Tickets](#) (3)
- [Reported Damage](#) (4)
- [Reported Missed Debris Piles](#) (5)
- [ROW Load Tickets](#) (6)
- [Pass 1 Pickup Locations](#) (7)
- [Pass 2 Pickup Locations](#) (8)
- [Debris Management Zones](#) (9)
- [Zone Labels](#) (10)
 - [Default](#) (11)
- [Project Boundary](#) (12)
- [Pass Completion Status](#) (13)

Description:

Copyright Text: Tetra Tech Inc.

Spatial Reference: 102100 (3857)

Exhibit 3-20 Pass Completion Map

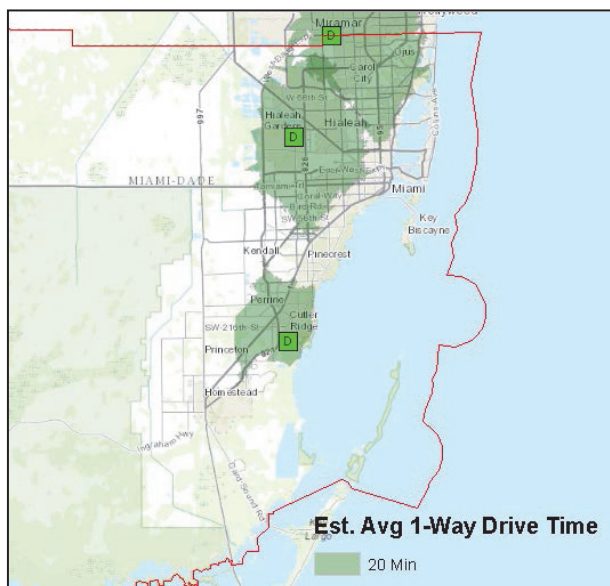


Allocation and Equitable Distribution

Efficient utilization of the available contractors is critical to effective contractor management. With the challenges presented by factors such as unequal distribution of debris, traffic conditions, and drive distance to the debris staging sites, equitable assignment of contractors to debris grids is an important consideration. Tetra Tech uses several tools to accomplish this:

- Debris models provide debris concentration by debris zone
- Certified equipment available, including capacity and vehicle size
- GIS projected and actual truck round trip time
- Other factors specified by the County

Exhibit 3-21: Geospatial Analysis of Estimated Drive Times



Section 3: Proposed Approach

Contractor Performance Monitoring

The County's RFP for debris removal contractors specified a minimum production rate of 5,000 CYs per day. As such, the County and contractors have keen interest in up-to-the-minute statistics. [*Tetra Tech's RecoveryTrac™, which includes automated GIS data processing and summarization, can provide real-time data feeds to manage production issues, allowing immediate feedback.*](#) Performance metrics are organized into perspectives that include the following:

- **County.** Information relevant to measuring performance of contractors per contractual performance requirements and visualization of all contractor resource locations
- **Contractor.** Information relevant to assist the contractor in meeting assigned performance goals and monitor the performance and assignment of their own resources and subcontractor resources
- **Public Information.** Information targeted to keep interested parties informed on the progress of the clean-up operation and specifically tailored to the requirements of the County

Exhibit 3-22 Current Truck Locations vs. Collection Points

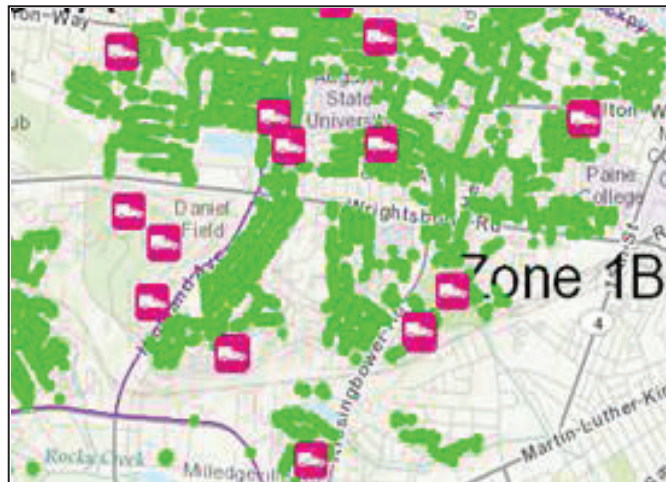


Exhibit 3-23 Debris Contractor Collection Statistics

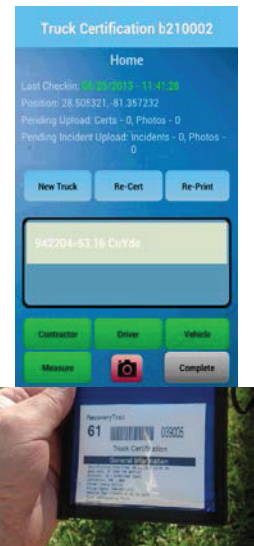
Contractor Load Summary				
Contractor Load Summary				
Contractor	TotalTrucks	TotalCertifiedCap...	Today'sLoads	Today'sV...
WORLD WASTE	39	1478	114	3922.4
BFI	55	2276	158	5701.4
PILOME	36	1347	101	3237.6
G7	48	1976	84	3226.25

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Contractor – Subcontractor Challenges

If contractor management issues arise and are not resolved quickly, there is a possibility that the Local Government Prompt Payment Act statute requirements may not be met. To the County and Tetra Tech, this is unacceptable. Tetra Tech's RecoveryTrac™ has several protocols, in-process QC checks, and management tools to monitor and correct these types of issues as they occur. Some examples include the following:

- Contractor and Field Monitor Training. Contractors and subcontractors are briefed during kickoff meetings on the proper procedure to shift between contractors. Field monitors are trained to look for this condition.
- RecoveryTrac™ Rapid Recertification Feature. In the event an operator and equipment needs to be re-certified because they have switched contractors, RecoveryTrac™ has the ability to provide rapid recertification. The recertification process can be performed at any debris staging site, usually in less than 15 minutes.
- Contractor Management Portal. In the War Room, the Portal is continually monitored for trucks that have been flagged by RecoveryTrac™ with problems. Contractor management, operations managers, and field supervisors are dispatched to quickly resolve the problem.



Other contractor management issues we have experienced that should be considered and integrated into the contractor management plan include:

- Insufficient Working Equipment. The ability of a debris contractor to respond with sufficient amount of working equipment will affect the proposed schedule. For example, a contractor may have 100 certified trucks but only 50 may be operational.
- Leapfrogging (or Cherry Picking) by the Contractor. Skipping small piles of debris is detrimental to the efficiency of operations. This should not be allowed and will be reported.
- Debris Estimates vs. Actuals. Deadlines for collecting debris are set to correspond with the work schedule that is based on estimated work to be completed. If estimates are off, work schedules could change.
- Events Out of the Control of All Parties. Events such as inclement weather could negatively impact a debris removal operation schedule.

STAFFING SCHEDULE

County Proposer Information Form Requirement #8: Staffing schedule during predicted and unpredicted events that identify how the proposer plans to fulfill staffing requirements, as well as, the emergency staffing requirements. Provide emergency contacts for emergency staff.

Tetra Tech understands the County's needs for a monitoring firm that is able to quickly respond to both predicted and unpredicted events. In addition to a local office within the County, the assigned project team members are also within a few hours of the County. Following a predicted event such as a hurricane, Tetra Tech will be prepared to report to a location designated by the County a minimum of 24 hours prior to the predicted emergency event. Following an unpredicted event such as a tornado, Tetra Tech will be prepared to report to a location specified by the County within six hours of notification. In addition to deploying the assigned team members, Tetra Tech will also have the sufficient local staff identified to administer and monitor debris removal operations. Tetra Tech has developed a field-proven methodology for quickly recruiting and onboarding staff, which is provided below.

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Unlike other firms that have commitments to other large communities in South Florida like the Cities of Miami and Fort Lauderdale, Tetra Tech has no such competing priorities. Miami-Dade County is our #1 priority in South Florida. We have intentionally not committed to any large communities in South Florida to ensure our staff is ready and available to serve Miami-Dade County.

RECRUITING AND ONBOARDING

Recruiting

Tetra Tech strongly supports the Stafford Act and its efforts to promote local economic recovery. We recognize the urgency to hire, train, and mobilize staff in order to rapidly begin the recovery process. Consequently, Tetra Tech has developed management best practices for quickly recruiting local labor force prior to and following a disaster. These practices include leveraging print, radio, television, internet, and social media avenues to identify and recruit candidates. Tetra Tech also develops relationships with local firms and workforce centers to recruit candidates. As such, Tetra Tech has already identified workforce centers located within or near the County.

North Miami Beach

801 NE 167 St.
Phone: (305) 654-7175

Opa-Locka

780 Fisherman St., Ste. 110
Phone: (305) 953-3407

Northside

7900 NW 27 Ave., Ste. 200
Phone: (305) 693-2060

Hialeah Downtown

240 E 1 Ave., Ste. 208
Phone: (305) 883-6925

City of Miami

750 NW 20 St., 4th Floor
Phone: (305) 372-8300

Little Havana

701 SW 27 Ave.
Phone: (305) 643-3300

South Miami

5825 SW 68 St., Ste. 3
Phone: (305) 284-0936

West Dade

8485 Bird Rd., 2nd Floor
Phone: (305) 228-2300

When the County is within the five-day track of a tropical system, Tetra Tech will actively source field monitor candidates through the means identified above. Doing so will support Tetra Tech's ability to have the required staff available once the County issues a task order for debris monitoring services. ***Qualified Miami-Dade County residents will always be afforded right of first refusal for any available positions***; however, should the project needs exceed the availability of local staff, Tetra Tech is fully prepared to provide experienced, trained staff from within the organization and from our extensive database of employees.

Onboarding/Hiring Approach

Tetra Tech has a strong track record and proven methodology to hire staff through our field hiring centers. These centers are quickly set up, providing a highly efficient hiring and training resource. Immediately following the impact of a tropical weather event, Tetra Tech will establish a Field Human Resources Hiring Center (Hiring Center). The Hiring Center provides efficient hiring and training processes that meet the stringent Tetra Tech field operation requirements and any specific requirements of our clients. The Hiring Center is designed to be quickly mobilized, transported, and set up to allow near immediate response for field staffing needs and is typically staffed by three trained human resources representatives who can process hiring of 80–100 staff per day. The Hiring Center can be quickly scaled to meet the most demanding needs for staff. Often times, Tetra Tech has

Section 3: Proposed Approach

found the combination of utilizing both hiring centers and local workforce offices to be ideal for rapidly staffing a project.

Field Staff Training Program

Newly hired employees are responsible for the proper documentation of eligible disaster-related debris. To properly instruct newly hired employees, ***Tetra Tech has developed a training program that includes training modules specific to Miami-Dade County (including training on areas in the County that are not eligible for FEMA reimbursement like the Redlands and certain municipal roadways that the County is not responsible for debris collection)***. These modules are complete with the information required to facilitate accurate field monitoring and RecoveryTrac™ ADMS implementation. The training modules include qualifying tools to promote the retention of the training material. This will help Tetra Tech select and promote the most qualified personnel for the monitoring task. Training modules will include truck certification, field monitor, debris staging site monitor, leaner/hanger monitor, stump monitor, backfill monitor, and supervising monitor.

Tetra Tech has developed a training program that includes training modules specific to Miami-Dade County.

Training will consist of two phases. For Phase 1 - Classroom Training, Tetra Tech has developed a fine-tuned program to rapidly train and equip new employees and prepare them for the requirements of the positions they will fill. Combined with experienced instructors and Miami-Dade County customized training modules mentioned above, the new employees will be instructed in a classroom setting and continually screened for suitability before being allowed to proceed to the next phase. Topics include the following:

- Monitoring responsibilities and identifying eligible disaster-related debris
- Using ADMS equipment for field documentation
- Health, safety, and use of issued PPE
- Advanced topics as required, including Truck Certifier, Disposal Monitor, and Hazard Removal Monitor

In Phase 2 - Practical Training, the new employee will be provided with an opportunity to demonstrate how the issued safety equipment is worn properly and how to recognize issues with potentially unsafe conditions, debris eligibility, and other scenarios the monitor may face. Each of the monitors must demonstrate proficiency with recognition of the problem and be able to correctly respond to several simulated events they could face while monitoring.

Retention and Reinforcement

Every monitor and supervisor is provided with a quick reference card that succinctly describes the expectations, duties, and procedures for the role they are assigned. Throughout the day, supervisors continually inspect and reinforce the expectations to team members by:

- Pre-work, beginning-of-day briefings to discuss safety and operational lessons learned from previous day
- Unannounced on-site visits to inspect and verify that monitors are following proper safety and monitoring protocols
- End-of-day debrief with each monitor to review the day's activities and discuss any potential issues encountered

Careful selection of monitors, effective training, and regular supervision are the keys to successful execution of the debris removal plan and rapid removal of debris across the County.

Section 3: Proposed Approach

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 principle 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 health and safety performance are provided below:

- US Experience Modification Rate (EMR) of 0.83 (2014-2015)
- Preliminary 2014 enterprise wide Total Recordable Injury Rate (TRIR) 0.69
- Preliminary 2014 enterprise wide Lost Workday Incident Rate (LWDIR) 0.15

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. 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.

Exhibit 3-24 Emergency Contact Information

Name	Phone	E-mail
Anne Cabrera	(954) 559-4951	anne.cabrera@tetrattech.com
Betty Kamara	(321) 441-8518	betty.kamara@tetrattech.com
Jonathan Burgiel	(407) 342-2282	jonathan.burgiel@tetrattech.com
John Buri	(713) 737-5763	john.buri@tetrattech.com
Ralph Natale	(407) 580-8184	ralph.natale@tetrattech.com

OTHER TECHNICAL EXPERTISE SERVICES

Descriptions of the additional emergency preparedness services identified in the County's RFP are included below.

Comprehensive Emergency Management Planning

Pursuant to Florida Statutes Chapter 252, Miami-Dade County is required to maintain a CEMP to ensure that the County is prepared for emergencies. Tetra Tech has the capability and expertise to assist the County with implementing the CEMP during emergencies and updating the plan based on lessons learned following disasters. Tetra Tech can also assist the County with developing incident action plans during emergencies that are operations-focused and based on the concept of operations in the County's CEMP.

Section 3: Proposed Approach

Tetra Tech has developed and implemented emergency management plans for clients throughout the country. In 2011, Tetra Tech supported the State of Connecticut Emergency Operations Center following Hurricane Irene and provided technical expertise to the debris task force to implement their Statewide Debris Management Plan. Tetra Tech has assisted counties throughout the State of Florida with development of disaster debris management plans, including Orange, Seminole, Brevard, and Collier Counties. Tetra Tech also has extensive expertise in NIMS and Incident Command System (ICS) to help confirm that the County's CEMP and disaster debris management plan meet federal standards for emergency operations.

Following an emergency, it is important for the County to capture the lessons learned from the incident and develop corrective actions to update and revise the CEMP. Tetra Tech has provided after action reporting and improvement planning support for clients following major disasters throughout the country, including most recently the South Napa Earthquake and the Atlanta Ice Storm in 2014. Tetra Tech uses guidance from the Department of Homeland Security to properly document areas for concern, develop recommendations for improvement, and assign a timeline and task lead responsible for corrective actions. Upon request by the County, Tetra Tech will provide planning support to update the County's CEMP.

Hazard Mitigation Planning Services

Tetra Tech's hazard mitigation planning skills include the ability to successfully manage complex, multi-task, and multidisciplinary projects, often under expedited schedules and tight budgets. We are thoroughly familiar with the mitigation planning and approval process required by DMA 2000, and we understand the evaluation criteria FEMA will use to assess and approve the Miami-Dade mitigation program. Tetra Tech already has templates, tools, and resources designed specifically for mitigation planning projects, which will provide Miami-Dade and its planning partners with a streamlined process and additional cost savings.

Tetra Tech has completed dozens of single- and multi-jurisdictional hazard mitigation planning projects. Tetra Tech has prepared or updated local hazard mitigation planning projects covering more than 1,000 participating jurisdictions nationwide. This work has been performed for a broad range of clients and environments, from highly urbanized to predominantly rural, from coastal plains to mountainous watersheds, from cities with vast staff and resources to villages with few staff and resources. Many of these projects were similar to this project for Miami-Dade in that they involved developing mitigation strategies through a facilitated process in response to a federal mandate and coordinating with local governments with varying degrees of capability.

Tetra Tech provides unmatched Community Rating System (CRS) expertise. Tetra Tech's approach to hazard mitigation planning projects includes maximizing the CRS credit potential for jurisdictions participating or considering participation in the CRS program. Our standard approach evolved from the CRS 10- step planning process. Tetra Tech is a national leader in providing technical support to communities wishing to maximize their CRS potential and consequently reduce their residential and commercial National Flood Insurance Program flood insurance premium rates by the maximum percentage possible. We currently have on-call contracts with three of the four highest-rated communities in the nation:

- Roseville, California – CRS Class 1
- King County, Washington – CRS Class 2
- Pierce County, Washington – CRS Class 2

Tetra Tech will assist the County in identifying potential mitigation projects that may qualify for Section 406 Hazard Mitigation Program funding or FHWA ER Program Betterments. As an example, our team has reviewed and approved over 300 PWs for the States of South Dakota and Vermont that included additional Section 406 Hazard Mitigation Program funding to improve highway or road facilities.

Section 3: Proposed Approach

Hazard Mitigation Assistance Program Application and Implementation

Hazard Mitigation Assistance (HMA) includes post-disaster mitigation programs like the Section 404 Hazard Mitigation Grant Program (HMGP), which provides mitigation grants to communities affected by disasters. In addition to Section 404 HMGP grants, FEMA also offers competitive non-disaster annual reoccurring Pre-Disaster and Flood Mitigation Assistance funding assistance through HMA program where the mitigation opportunities are described in the 2013 Unified Hazard Mitigation Guidance. These non-disaster grants offer funding for a wide variety of cost effective mitigation funding opportunities to state and local governments. At the County's request, the Tetra Tech team will assist with identifying future mitigation grant opportunities to supplement the disaster-related mitigation programs. Projects that are typically reimbursable under the HMA program include acquisition/demolition programs, home elevations, and minor flood repair projects. Tetra Tech is prepared to assist the County with HMA services, including preparing applications, conducting outreach to potential property owners, developing application scopes, assessing cost-effectiveness (cost-benefit analysis), regulatory clearances, grant implementation, and audit and closeout services. Currently, Tetra Tech is administering Boulder County's HMGP program in response to their flooding event of 2013. Our team also served as the lead FMA contractor for Galveston County, Texas, for residential elevations following Hurricane Ike and administered the FMA program for the City of Virginia Beach, Virginia.

Public Assistance Application Services

The federal government provides a number of disaster-specific grant programs that aid a community's social and economic recovery following a catastrophic incident. ***Our grant management consulting services provide the County with a team of professionals who are well versed in each of these programs to help County staff navigate these funding sources.***

Our approach includes immediately deploying our disaster grant management consultants to work in concert with our debris management program staff. We believe that capturing the data necessary to support reimbursement claims early and in great detail avoids costly deobligations by federal and state auditors in the future.

Tetra Tech will focus on working directly with the County as the applicant's representative to explore the opportunities for receiving the maximum benefits from the FEMA PA Grant Program while minimizing the out-of-pocket costs.

Projects that are typically reimbursable under the FEMA PA Grant Program include debris removal and damage to roads, bridges, and other public facilities, along with overtime for employees engaged in response activities. Tasks to be conducted by Tetra Tech may include the following:

- **Meetings and Briefings.** Attend and participate in meetings with FEMA, such as applicant's briefing, kickoff meeting, site visits, and status meetings for the program or specific projects.
- **Site Identification.** Identify and generate a list of damaged sites for specific projects.
- **Cost Estimation.** Develop and refine the total damage cost estimate for specific projects.
- **Data Collection.** Collect damage-related data, invoices, estimates, and supporting documentation for specific projects.
- **Site Visits.** If necessary, visit, survey, and assess damage sites.
- **PW Formulation and Development.** Tasks associated with developing a PW include site-specific damage descriptions, project scoping, estimating/quantifying project costs, collecting supporting documentation, and calculating allowable fringe or equipment rates for a specific site.
- **Alternate/Mitigation Opportunity Determinations.** Identify and collect data on Section 406 mitigation opportunities and alternate or improved projects prior to reconstruction at a damaged site.
- **Appeals Support.** Tetra Tech will work with the County to exercise the legal right to appeal decisions and judgments made by FEMA or the State of North Carolina if resolution cannot be reached. Support for this task may include first and second appeal assistance.

Section 3: Proposed Approach

In addition, our staff members have extensive knowledge of the latest editions of the FEMA PA Program, including the following:

- Public Assistance Guide (FEMA 322)
- Applicant Handbook (FEMA 323)
- Public Assistance Debris Management Guide (FEMA 325)
- Public Assistance Debris Monitoring Guide (FEMA 327)
- Public Assistance Alternative Procedures (PAAP) Pilot Program Guides for Permanent Work and Debris Removal
- Debris Estimating Field Guide (FEMA 329)
- FEMA's Recovery 9500 Series
- FEMA Disaster Assistance Policies
- FEMA PA Program Guidelines
- FEMA Recovery Fact Sheet RP9580.201
- Memorandum of Understanding for Contaminated Debris Management between FEMA, the U.S. EPA, and the U.S. Army Corps of Engineers

Our staff is currently supporting Boulder County, Colorado; the Port of Galveston, Texas; Napa County, California; and the City of Napa, California in their reimbursement efforts under the FEMA PA Program. The Tetra Tech team has also supported the State of Virginia, South Dakota, and Vermont implementation of the FEMA PA Program.

Public Information and Outreach Services

Tetra Tech has the capability to provide technical expertise to assist the County with a variety of public information needs. Public messages must meet the needs of the community to ensure all populations receive and understand critical information. Tetra Tech will coordinate with the County's public information officer to ensure the correct information regarding debris operations is provided to the public in a format that is accessible to the County's diverse population.

Public information for debris operations should focus on two components: safety for handling debris and proper set-out procedures. Many hurricane-related injuries and deaths occur after the incident because citizens do not safely address disaster damage and debris. Some of these deaths and injuries could be avoided if residents were provided timely information on how to safely address disaster-related damage to their homes. Public information for residents should include safety precautions for assessing their damaged homes and operating dangerous equipment to remove debris. In addition to safety instructions, proper set-out procedures are critical to ensure that the County can maximize recycling opportunities, reduce impacts to landfill capacity, and maintain efficient debris removal operations. Public information should include instructions for residents to properly separate their debris streams such as HHW, electric waste, construction and demolition debris, vegetative debris, and white goods. Public information should provide residents with specific instructions for separating and bundling their debris and include any information for citizen drop-off locations.

Public information can be provided in several formats. In 2007, we provided a debris management hotline for the City of Houston following Hurricane Ike. Concerned citizens could call into the hotline for information regarding proper set-out procedures, status of debris operations, and tips for safe handling of debris. Tetra Tech also maintains templates of emergency public information messages related to debris in both Spanish and English that can quickly be customized to meet the County's needs. As emergency management practitioners, we are also well versed in NIMS and ICS principles for coordinated public information and can assist the County with establishing and supporting a joint information center as necessary.

Section 4: Exceptions to Terms

This section addresses item #9 in Miami-Dade County's (County) Proposer Information Form for RFP-00172.

Tetra Tech has no exceptions to the terms of this Solicitation or draft form of agreement.

DISASTER DEBRIS REMOVAL MONITORING SERVICES

RFP No. 00172

ATTACHMENT B
FORM B-1- Price Proposal Schedule
Disaster Debris Removal Monitoring Services

Instructions

Proposer must submit, Form B-1, Price Proposal Schedule, with hourly rates for the job categories as stipulated in Section 2.2 (A)(14).

Hourly Rates

The Proposer shall state its hourly rates for providing disaster debris removal monitoring services as defined throughout this Solicitation. Hourly rates shall be inclusive of all out of pocket expenses, material, travel, per diem and miscellaneous cost and fees, except for services as defined in Section 2.2(K), titled Additional Services.

Item A: Hourly Rates per Section 2.2 (A)(14)

Estimated Hours	Position	Hourly Rate	Extended Price
800	Project Manager	\$75.00	\$60,000.00
2,000	Operations Manager/Assistant Project Manager	\$58.00	\$116,000.00
1,200	FEMA Reimbursement Manager	\$59.00	\$70,800.00
8,400	Field Supervisor	\$38.00	\$319,200.00
2,800	Truck Certifier	\$34	\$95,200.00
1,800	Staff Scheduler/ Truck Dispatcher	\$30.00	\$54,000.00
900	Damage/Debris Assessment Specialist	\$39.00	\$35,100.00
49,000	Collection Monitor	\$34.00	\$1,666,000.00
12,000	Disposal Monitor	\$34.00	\$408,000.00
2,600	Flagman / Traffic Controllers	\$29.00	\$75,400.00
400	Data Clerk	\$0.00	\$0.00
300	Engineer/Scientist	\$75.00	\$22,500.00

Item B: Additional Job Categories per Section 2.2 (A)(15)

Position	Job Description	Hourly Rate
GIS Specialist	Produce maps or overlays as a quality control function of our data manager or project manager as custom reports are requested by the County. This may also include field audits or analysis of disposal data as needed.	\$55.00
Administrative Assistant	With the use of our ADMS the Data clerk position is not necessary because there is no data entry to be completed. However there is still a need to comply with 327 regulations that require monitor logs and daily logs to be scanned and saved. The Administrative Assistant position will be completing those and other similar tasks that help prepare the County for final audit.	\$29.00
Data Manager	Reporting and quality assurance/quality control of all ADMS documentation in the field along with storing the documentation in preparation for future audits. Validate documentation and metrics being reported as accurate and on-schedule.	\$59.00
Health & Safety Manager	Responsible for writing and implementing an approved safety plan that meets OSHA requirements. Responsible for day-to-day activities, including daily "tailgate" safety briefings and ensuring safety training for all personnel is up to date.	\$65.00
ADMS Ticketing Specialist	Oversee quality assurance/quality control of the project, manage all real-time reporting collected by RecoveryTrac™, and oversee our virtual command center to audit project information as it is collected.	\$69.00
Public Assistance Analyst	Responsible for compiling, verifying, and presenting data for FEMA project worksheet development	\$95.00

Note:

1. Item A: The rate information will be scored and considered together with the evaluation of qualifications submission as defined in Section 4.2 (Evaluation Criteria). Additionally, submittal of hourly rates shall in no way preclude the County from negotiating lower hourly rates. The hourly rates shall remain firm and fixed for no less than 12 months from the commencement date of the Contract, including any option or extension periods, and shall include all cost necessary to provide the services described in this Solicitation.
2. The estimated hours listed represent a three (3) million cubic yard event. Estimated quantities are for proposer's guidance only. The estimates provided are based on the County's past experience and shall not be relied on solely.
3. Item B will be used for information purposes only and will NOT be scored
4. Miami-Dade County is exempt from all taxes (Federal, State, and Local). Tax Exemption Certificate furnished upon request.

Supplier: **Tetra Tech, Inc**

**Miami-Dade County
Procurement Management Services
Proposal Submittal Form**

111 NW 1st Street, Suite 1300, Miami, FL 33128

Solicitation No. RFP-00172		Solicitation Title: DISASTER DEBRIS REMOVAL MONITORING SERVICES		
Legal Company Name (include d/b/a if applicable): Tetra Tech, Inc.		Federal Tax Identification Number: 95-4148514		
If Corporation - Date Incorporated/Organized: 02/04/1988		State Incorporated/Organized: Delaware		
Company Operating Address: 2301 Lucien Way, Suite 120		City Maitland	State FL	Zip Code 32751
Company Contact Person: Jonathan Burgiel		Email Address: betty.kamara@tetrattech.com		
Phone Number (include area code): 321-441-8518	Fax Number (include area code): 321-441-8501	Company's Internet Web Address: www.tetrattech.com		
<p>Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.</p> <p><input type="checkbox"/> Place a check mark here only if Proposer has such conviction to disclose to comply with this requirement.</p>				
<p>LOCAL PREFERENCE CERTIFICATION: For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that has a valid Local Business Tax Receipt, issued by Miami-Dade County; has a physical business address located within the limits of Miami-Dade County from which business is performed; and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base.</p> <p><input checked="" type="checkbox"/> Place a check mark here only if affirming Proposer meets requirements for Local Preference. Failure to complete this certification at this time (by checking the box above) may render the vendor ineligible for Local Preference.</p>				
<p>LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE CERTIFICATION: A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to proposal submission is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.</p> <p><input type="checkbox"/> Place a check mark here only if affirming Proposer is a Local Certified Service-Disabled Veteran Business Enterprise. A copy of the certification must be submitted with this proposal.</p>				
<u>SMALL BUSINESS ENTERPRISE CONTRACT MEASURES (If Applicable)</u>				
<p>An SBE/Micro Business Enterprise must be certified by Small Business Development for the type of goods and/or services the Proposer provides in accordance with the applicable Commodity Code(s) for this Solicitation. For certification information contact Small Business Development at (305) 375-2378 or access http://www.miamidade.gov/business/business-certification-programs.asp. The SBE/Micro Business Enterprise must be certified by proposal submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference. Firms that graduate from the SBE program during the contract may remain on the contract.</p>				
Is your firm a Miami-Dade County Certified Small Business Enterprise?		Yes <input type="checkbox"/> No <input type="checkbox"/>		

If yes, please provide your Certification Number:

SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR THE SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM ENERGY SECTOR LIST:

By executing this proposal through a duly authorized representative, the Proposer certifies that the Proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the Proposer is unable to provide such certification but still seeks to be considered for award of this solicitation, the Proposer shall execute the proposal through a duly authorized representative and shall also initial this space: **JB**. In such event, the Proposer shall furnish together with its proposal response a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The Proposer agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the Proposer is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

The submittal of a proposal by a Proposer will be considered a good faith commitment by the Proposer to negotiate a contract with the County in substantially similar terms to the proposal offered and, if successful in the process set forth in this Solicitation and subject to its conditions, to enter into a contract substantially in the terms herein.

Proposer's Authorized Representative's Signature:

Jonathan Burgiel

Date

01/22/2015

Type or Print Name

Jonathan Burgiel

Supplier: **Tetra Tech, Inc**



FAIR SUBCONTRACTING PRACTICES

In compliance with Miami-Dade County Code Section 2-8.8, the Bidder/Proposer shall submit with the proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors.

As firm policy, Tetra Tech conscientiously looks for opportunities to work with small, women-owned, minority-owned, and disadvantaged business enterprises where specific and individual capabilities complement our own for the successful completion of a project. We have established working relationships with a number of small, women-owned, 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 the project, Tetra Tech is committed to working diligently to seek out additional subcontractors whose capabilities complement our own.

NO SUBCONTRACTORS WILL BE UTILIZED FOR THIS CONTRACT

Jonathan Burgiel
Signature

01/22/2015
Date

Supplier: Tetra Tech, Inc



SUBCONTRACTOR/SUPPLIER LISTING
(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Name of Bidder/Proposer: Tetra Tech, Inc. FEIN No. 95-4148514

In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all Bidders/Proposers on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all Proposers on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. The Bidder/Proposer who is awarded this contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The Bidder/Proposer should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In event that the recommended Bidder/Proposer demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the Bidder/Proposer shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.

(Please duplicate this form if additional space is needed.)

Business Name and Address of First Tier Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	Principal Owner (Enter the number of male and female owners by race/ethnicity)							Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)												
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other				
Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	Principal Owner (Enter the number of male and female owners by race/ethnicity)							Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)												
M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Native Alaskan	Other							
A.D.A. Engineering, Inc.	Ivette and Alberto Argudin	Provide management support associated with field operations and data management; provide field monitoring services to help document post disaster debris removal activities; and provide debris management personnel that may include collection monitors, disposal site monitors, and collection supervisors.	1	1			2									19	11	9	2	14	4	

Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to contracting department or on-line to the Small Business Development of the Internal Services Department at <http://www.miamidade.gov/business/business-development-contracts.asp>. As a condition of final payment, Bidder/Proposer shall provide subcontractor information on the Subcontractor Payment Report Sub 200 form which can be found at <http://www.miamidade.gov/business/library/forms/subcontractors-payment.pdf>.

I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.

Jonathan Burgiel
Signature of Bidder/Proposer

Jonathan Burgiel
Print Name

Vice President/Operations Manager
Print Title

01/22/2015
Date

SB 100 Rev. 9

Supplier: **Tetra Tech, Inc**



**AFFIDAVIT OF MIAMI-DADE COUNTY
LOBBYIST REGISTRATION FOR ORAL PRESENTATION**

(1) Solicitation Title: **Disaster Debris Removal Monitoring Services Solicitation No.: RFP-00172**

(2) Department:

(3) Proposer's Name: **Tetra Tech, Inc.**

Address: **2301 Lucien Way, Suite 120, Maitland, FL Zip: 32751**

Business Telephone: **321-441-8518** E-Mail: **betty.kamara@tetrattech.com**

(4) List All Members of the Presentation Team Who Will Be Participating in the Oral Presentation:

Name	Title	Employed By	Email Address
Jonathan Burgiel	Vice President/Operations Manager	Tetra Tech, Inc.	jonathan.burgiel@tetrattech.com
Anne Cabrera	Deputy Director, Post Disaster Programs	Tetra Tech, Inc.	anne.cabrera@tetrattech.com
Ralph Natale	Director, Post Disaster Programs	Tetra Tech, Inc.	ralph.natale@tetrattech.com
Robert Menge	President	Advanced Water Resources, Inc.	offshoremarlin@gmail.com
Alberto Augudin, Jr.	Vice President	A.D.A Engineering, Inc.	aargudinjr@adaeng.net
Jeff Dickerson	Logistics/IT Manager	Tetra Tech, Inc.	jeffrey.dickerson@tetrattech.com

(ATTACH ADDITIONAL SHEETS IF NECESSARY)

The individuals named above are Registered and the Registration Fee is not required for the Oral Presentation ONLY.

Any person who appears as a representative for an individual or firm for an oral presentation before a County certification, evaluation, selection, technical review or similar committee must be listed on an affidavit provided by the County. The affidavit shall be filed with the Clerk of the Board at the time the response is submitted. The individual or firm must submit a revised affidavit for additional team members added after submittal of the proposal with the Clerk of the Board prior to the oral presentation. Any person not listed on the affidavit or revised affidavit may not participate in the oral presentation, unless he or she is registered with the Clerk's office and has paid all applicable fees. |

Other than for the oral presentation, Proposers who wish to address the county commission, county board or county committee concerning any actions, decisions or recommendations of County personnel regarding this solicitation in accordance with Section 2-11.1(s) of the Code of Miami-Dade County MUST register with the Clerk of the Board and pay all applicable fees.

I do solemnly swear that all the foregoing facts are true and correct and I have read or am familiar with the provisions of Section 2-11.1(s) of the Code of Miami-Dade County as amended.

Signature of Authorized Representative: **Jonathan Burgiel** Title: **Vice President/Operations Manager**

STATE OF **Florida**

COUNTY OF **Orange**

The foregoing instrument was acknowledged before me this **January 22, 2015**,

by **Jonathan Burgiel, Vice President of Tetra Tech, Inc.**, a **Corporation**, who is personally known
(Individual, Officer, Partner or Agent) (Sole Proprietor, Corporation or Partnership)

to me or who has produced as identification and who did/did not take an oath.

Sandra Fajardo

(Signature of person taking acknowledgement)

Sandra Fajardo, Serial No. FF098767, Exp: 3/9/2018

(Name of Acknowledger typed, printed or stamped)

**Marketing Manager,
Tetra Tech, Inc.**

FF098767

(Title or Rank)

(Serial Number, if any)

Revised 1/2/14

Supplier: Tetra Tech, Inc

Miami-Dade County

Contractor Due Diligence Affidavit

Per Miami-Dade County Board of County Commissioners (Board) Resolution No. R-63- 14, County Vendors and Contractors shall disclose the following as a condition of award for any contract that exceeds one million dollars (\$1,000,000) or that otherwise must be presented to the Board for approval:

- (1) Provide a list of all lawsuits in the five (5) years prior to bid or proposal submittal that have been filed against the firm, its directors, partners, principals and/or board members based on a breach of contract by the firm; include the case name, number and disposition;
- (2) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has defaulted; include a brief description of the circumstances;
- (3) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has been debarred or received a formal notice of non-compliance or non-performance, such as a notice to cure or a suspension from participating or bidding for contracts, whether related to Miami-Dade County or not.

All of the above information shall be attached to the executed affidavit and submitted to the Procurement Contracting Officer (PCO)/ AE Selection Coordinator overseeing this solicitation. The Vendor/Contractor attests to providing all of the above information, if applicable, to the PCO.

Federal Employer

Contract No. : RFP-00172 **Identification Number (FEIN):** 95-4148514

Contract Title: Disaster Debris Removal Monitoring Services

Tetra has not had any claims, disputes or litigation for contract exceeding \$1 million in the last 5 years. In addition, Tetra Tech has not failed to qualify as a responsible bidder/proposer, refused to enter into a contract after award has been made, nor has it been declared to be in default on any contract in the last 5 years.

Jonathan Burgiel
Printed Name of Affiant

Vice President
Printed Title of Affiant

Signature of Affiant

Tetra Tech, Inc.

1/22/2015

Name of Firm

Date

2301 Lucien Way, Suite 120
Address of Firm

FL
State

32751
Zip Code

Notary Public Information

Notary Public – State of _____ County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of, _____ 20____

by _____ He or she is personally known to me _____ or has produced identification

Type of identification produced _____

Signature of Notary Public

Serial Number

Print or Stamp of Notary Public

Expiration Date

Notary Public Seal

Date: April 22, 2015

To: Lester Sola, Director
Internal Services Department

Thru: Miriam Singer, CPPO, Assistant Director
Internal Services Department *M. Singer*

From: Beth Goldsmith, CPPB, Procurement Contracting Manager
Co-Chairperson, Evaluation/Selection Committee *B. Goldsmith*

Subject: Report of Evaluation/Selection Committee for RFP No. 00172: Disaster Debris Removal Monitoring Services

The Evaluation/Selection Committee has completed the evaluation of proposals submitted in response to the referenced Request for Proposals (RFP) following the guidelines published in the solicitation as summarized below.

Committee meeting dates:

January 29, 2015 (Kick-Off Meeting)
February 11, 2015 (Technical Discussion and Evaluation Meeting)
March 12, 2015 (Oral Presentations, Evaluation Meeting, and Final Scoring)

Verification of compliance with contract measures:

Not applicable as no contract measures were assigned to this solicitation.

Local Certified Service-Disabled Veteran Business Enterprise Preference:

Not applicable due to funding source.

Evaluation Results/ Summary of Scores:

The Evaluation/Selection Committee was tasked with evaluating, scoring, and ranking the seven responsive proposals submitted. An initial technical discussion and evaluation meeting was held to discuss each responsive proposal. A review of the technical merits of each proposal in addition to the prices offered were evaluated based on the criteria outlined within the RFP. After completion of the technical review of the proposals received, the Evaluation/Selection Committee conducted preliminary scoring and determined a shortlist of vendors to be invited to complete oral presentations.

Preliminary Scores are as follows:

Pre-Oral Presentations

Proposer	Technical Score (Max 400 points)	Price Score (Max 100 points)	Total Combined Score (Max 500 points)	Estimated Price / Cost Submitted Per Event
1. Tetra Tech, Inc.	372	82	454	\$2,922,200
2. True North Emergency Management, LLC	352	82	434	\$3,258,600
3. Rostan Solutions, LLC	349	80	429	\$3,615,400
4. CB&I Environmental & Infrastructure, Inc.	357	62	419	\$5,059,000
5. Witt O'Brien's, LLC	333	79	412	\$3,060,000
6. CDR Maguire Inc.	325	63	388	\$4,271,500
7. Metric Engineering Inc.	294	65	359	\$4,819,000

The Evaluation/Selection Committee elected to hold oral presentations with the five top ranked vendors: Tetra Tech, Inc., True North Emergency Management, LLC, Rostan Solutions, LLC, CB&I Environmental

& Infrastructure, Inc., and Witt O'Brien's, LLC. Oral presentations were conducted on March 12, 2015. One vendor, CB&I Environmental & Infrastructure, Inc., declined to participate in the oral presentations, and therefore, was rescored based solely on the proposal received without any clarification that may have been received during oral presentations. Immediately following the oral presentations, a final evaluation meeting was held. Proposals were rescored and reranked for those firms remaining in consideration.

The final scores are as follows:

Post Oral Presentations

Proposer	Technical Score <i>(Max 400 points)</i>	Price Score <i>(Max 100 points)</i>	Total Combined Score <i>(Max 500 points)</i>	Estimated Price / Cost Submitted Per Event
1. Tetra Tech, Inc.	370	93	463	\$2,922,200
2. Witt O'Brien's, LLC	359	87	446	\$3,060,000
3. Rostan Solutions, LLC	315	77	392	\$3,615,400
4. True North Emergency Management, LLC	306	79	385	\$3,258,600
5. CB&I Environmental & Infrastructure, Inc.	315	47	362	\$5,059,000

Local Preference:

Not applicable due to the funding source assigned to this solicitation.

Negotiations:

The Evaluation/Selection Committee recommends that the County enter into negotiations with the two highest ranked proposers as provided for in the solicitation, Tetra Tech, Inc. and Witt O'Brien's, LLC. The following individuals will participate in the negotiations:

- Beth Goldsmith, Procurement Contracting Manager, Internal Services Department
- Bill Solomon, Chief, Procurement Division, Parks, Recreation and Open Spaces Department
- Armando Gonzalez, Accountant IV, Parks, Recreation and Open Spaces Department
- Michael Fernandez, Assistant Director, Public Works and Waste Management
- Olga Espinosa-Anderson, Division Director 3, Public Works and Waste Management

Justification for Recommendation:

The Evaluation/Selection Committee recommends that the County proceed to negotiations with the two highest ranked proposers, Tetra Tech, Inc. and Witt O'Brien's, LLC for the provision of disaster debris removal monitoring services to support the oversight and management of debris recovery contractors for clean-up efforts following disaster events. The management of debris recovery contractors includes field monitoring of debris removal and reduction, truck certification, damage assessment, training, emergency planning as well as facilitating communication with the Federal Emergency Management Agency (FEMA), the State of Florida and other federal agencies and coordination with state's FEMA liaison in order to receive federal reimbursement.

In addition to submitting favorable proposed pricing, both Tetra Tech, Inc. and Witt O'Brien's, LLC ranked highest in past performance including reimbursement rates, the qualifications of key personnel and the proposed approach to providing the services requested in this Solicitation. Both firms have highly trained staff with substantial, large-project experience in urban environments and key personnel that have extensive experience in working with FEMA. Tetra Tech, Inc. and Witt O'Brien's, LLC both use Automated Debris Management System (ADMS) technology which allows for real-time truck locations, reporting, progress tracking, and paperless receipts. ADMS enhances invoice reconciliation, payment to haulers, and ultimately provides for accurate records to support FEMA reimbursement.

Copies of the score sheets are attached for each Evaluation/Selection Committee member, as well as a composite score sheet. The current contract expires October 31, 2015. Your approval of the Evaluation/Selection Committee's recommendation is requested.

Approved


Lester Sola, Director
Internal Services Department

5/1/15
Date

**RFP 00172
Disaster Debris Removal Monitoring Services
EVALUATION OF PROPOSALS**

Initial Composite

SELECTION	PROPOSERS CRITERIA		CB&I Environmental & Infrastructure Inc.	CDR Maguire Inc.	Metric Engineering Inc.	Rostan Solutions LLC	Tetra Tech Inc.	True North Emergency Management LLC	Witt O'Brien's LLC	
	Maximum Points	Maximum Total Points (5 Members)								
Proposer's relevant experience, qualifications, and past performance.	40	200	178	154	142	175	185	171	158	
Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors.	25	125	113	107	96	111	116	111	109	
Proposer's approach to providing the services requested in this Solicitation.	15	75	66	64	56	63	71	70	66	
Total Technical Points	80	400	357	325	294	349	372	352	333	
Total Price Points	20	100	62	63	65	80	82	82	79	
TOTAL POINTS	100	500	419	388	359	429	454	434	412	
Ranking										
Signature: Chairperson	<i>Debra Yodanis</i>							Date:	<i>4/22/15</i>	
Reviewed By	<i>J. Lee</i>									

RFP-00172
 EVALUATION OF PROPOSALS
 Olga Espinosa-Anderson

SELECTION	PROPOSERS CRITERIA							
	Maximum Points	CB&I Environmental & Infrastructure Inc.	CDR Maguire Inc.	Metric Engineering Inc.	Rostan Solutions LLC	Tetra Tech Inc.	True North Emergency Management LLC	Witt O'Brien's LLC
Proposer's relevant experience, qualifications, and past performance.	40	38	28	35	39	36	35	29
Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors.	25	23	20	22	24	24	21	23
Proposer's approach to providing the services requested in this Solicitation.	15	14	14	10	15	15	15	15
Total Technical Points	80	75	62	67	78	75	71	67
Total Price Points	20	12	15	14	19	19	18	18
TOTAL POINTS	100	87	77	81	97	94	89	85

RFP-00172
 EVALUATION OF PROPOSALS
 Michael Fernandez

SELECTION	PROPOSERS CRITERIA	Maximum Points	CB&I Environmental & Infrastructure Inc.	CDR Maguire Inc.	Metric Engineering Inc.	Rostan Solutions LLC	Tetra Tech Inc.	True North Emergency Management LLC	Witt O'Brien's LLC
	Proposer's relevant experience, qualifications, and past performance.	40	40	27	28	36	36	36	30
	Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors.	25	25	22	17	22	17	22	23
	Proposer's approach to providing the services requested in this Solicitation.	15	15	13	14	14	14	14	14
	Total Technical Points	80	80	62	59	72	67	72	67
	Total Price Points	20	18	10	14	18	18	18	17
	TOTAL POINTS	100	98	72	73	90	85	90	84

RFP 00172
EVALUATION OF PROPOSALS

David Cardenas

SELECTION	PROPOSERS CRITERIA							
	Maximum Points	CB&I Environmental & Infrastructure Inc.	CDR Maguire Inc.	Metric Engineering Inc.	Rostan Solutions LLC	Tetra Tech Inc.	True North Emergency Management LLC	Witt O'Brien's LLC
Proposer's relevant experience, qualifications, and past performance.	40	32	32	20	32	40	32	32
Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors.	25	20	20	15	20	25	20	18
Proposer's approach to providing the services requested in this Solicitation.	15	10	10	10	10	15	12	10
Total Technical Points	80	62	62	45	62	80	64	60
Total Price Points	20	10	10	10	13	12	15	11
TOTAL POINTS	100	72	72	55	75	92	79	71

RFP 00172
EVALUATION OF PROPOSALS
Steve Duncan

SELECTION	PROPOSERS CRITERIA								
		Maximum Points	CB&I Environmental & Infrastructure Inc.	CDR Maguire Inc.	Metric Engineering Inc.	Rostan Solutions LLC	Tetra Tech Inc.	True North Emergency Management LLC	Witt O'Brien's LLC
	Proposer's relevant experience, qualifications, and past performance.	40	28	27	24	30	35	30	29
	Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors.	25	20	20	17	20	25	23	20
	Proposer's approach to providing the services requested in this Solicitation.	15	12	12	10	12	15	14	12
	Total Technical Points	80	60	59	51	62	75	67	61
	Total Price Points	20	12	14	15	14	13	15	13
	TOTAL POINTS	100	72	73	66	76	88	82	74

RFP 00172
 EVALUATION OF PROPOSALS
 Dr. Wieland Uchdorf

SELECTION	PROPOSERS CRITERIA							
	Maximum Points	CB&I Environmental & Infrastructure Inc.	CDR Maguire Inc.	Metric Engineering Inc.	Rostan Solutions LLC	Tetra Tech Inc.	True North Emergency Management LLC	Witt O'Brien's LLC
Proposer's relevant experience, qualifications, and past performance.	40	40	40	35	38	38	38	38
Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors.	25	25	25	25	25	25	25	25
Proposer's approach to providing the services requested in this Solicitation.	15	15	15	12	12	12	15	15
Total Technical Points	80	80	80	72	75	75	78	78
Total Price Points	20	10	14	12	16	20	16	20
TOTAL POINTS	100	90	94	84	91	95	94	98

RFP 00172
 Disaster Debris Removal Monitoring Services
 EVALUATION OF PROPOSALS

Final Composite

SELECTION / PROPOSERS CRITERIA	Maximum Points	Maximum Total Points (5 Members)	CB&I Environmental & Infrastructure Inc.	Rostan Solutions LLC	Tetra Tech Inc.	True North Emergency Management LLC	Witt O'Brien's LLC
			Proposer's relevant experience, qualifications, and past performance.	40	200	161	163
Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors.	25	125	93	96	109	90	109
Proposer's approach to providing the services requested in this Solicitation.	15	75	61	56	72	60	71
Total Technical Points	80	400	315	315	370	306	359
Total Price Points	20	100	47	77	93	79	87
TOTAL POINTS	100	500	362	392	463	385	446
Ranking			5	3	1	4	2

Signature: Beth Goldsmith
 Chairperson
 Reviewed By: [Signature] 4/22/15

Date: 4/22/15
4/22/15

RFP 00172

FINAL EVALUATION OF PROPOSALS

David Cardenas

SELECTION	PROPOSERS CRITERIA	Maximum Points	CB&I Environmental & Infrastructure Inc.	Rostan Solutions LLC	Tetra Tech Inc.	True North Emergency Management LLC	Witt O'Brien's LLC
	Proposer's relevant experience, qualifications, and past performance.	40	30	30	35	25	35
	Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors.	25	15	15	20	15	20
	Proposer's approach to providing the services requested in this Solicitation.	15	10	10	15	10	13
Total Technical Points		80	55	55	70	50	68
Total Price Points		20	10	13	18	15	15
TOTAL POINTS		100	65	68	88	65	83

RFP 00172

FINAL EVALUATION OF PROPOSALS

Steve Duncan

SELECTION	PROPOSERS CRITERIA	Maximum Points	CB&I Environmental & Infrastructure Inc.	Rostan Solutions LLC	Tetra Tech Inc.	True North Emergency Management LLC	Witt O'Brien's LLC
	Proposer's relevant experience, qualifications, and past performance.	40	28	30	35	33	35
	Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors.	25	20	17	20	18	20
	Proposer's approach to providing the services requested in this Solicitation.	15	12	10	12	10	13
Total Technical Points		80	60	57	67	61	68
Total Price Points		20	10	14	15	15	15
TOTAL POINTS		100	70	71	82	76	83

RFP 00172

FINAL EVALUATION OF PROPOSALS

Dr. Wieland Uchdorf

SELECTION	PROPOSERS CRITERIA					
	Maximum Points	CB&I Environmental & Infrastructure Inc.	Rostan Solutions LLC	Tetra Tech Inc.	True North Emergency Management LLC	Witt O'Brien's LLC
Proposer's relevant experience, qualifications, and past performance.	40	40	38	40	38	38
Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors.	25	25	25	25	25	25
Proposer's approach to providing the services requested in this Solicitation.	15	15	12	15	15	15
Total Technical Points	80	80	75	80	78	78
Total Price Points	20	10	16	20	15	18
TOTAL POINTS	100	90	91	100	93	96

RFP-00172

FINAL EVALUATION OF PROPOSALS

Olga Espinosa-Anderson

SELECTION	PROPOSERS CRITERIA	Maximum Points	CB&I Environmental & Infrastructure Inc.	Rostan Solutions LLC	Tetra Tech Inc.	True North Emergency Management LLC	Witt O'Brien's LLC
			Proposer's relevant experience, qualifications, and past performance.	40	38	35	39
Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors.	25	23	24	24	22	24	
Proposer's approach to providing the services requested in this Solicitation.	15	14	14	15	15	15	
Total Technical Points	80	75	73	78	72	75	
Total Price Points	20	12	19	20	19	19	
TOTAL POINTS	100	87	92	98	91	94	

RFP-00172

FINAL EVALUATION OF PROPOSALS

Michael Fernandez

SELECTION	PROPOSERS CRITERIA					
	Maximum Points	CB&I Environmental & Infrastructure Inc.	Rostan Solutions LLC	Tetra Tech Inc.	True North Emergency Management LLC	Witt O'Brien's LLC
Proposer's relevant experience, qualifications, and past performance.	40	25	30	40	25	35
Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors.	25	10	15	20	10	20
Proposer's approach to providing the services requested in this Solicitation.	15	10	10	15	10	15
Total Technical Points	80	45	55	75	45	70
Total Price Points	20	5	15	20	15	20
TOTAL POINTS	100	50	70	95	60	90



**CONTRACT AWARD SHEET
INTERNAL SERVICES DEPARTMENT**

BID NO.: RFP-00172
PREVIOUS BID NO.: RFQ99-3(3)
TITLE: DISASTER DEBRIS REMOVAL MONITORING SRVS
CURRENT CONTRACT PERIOD: 02/11/2016 **THROUGH** 12/31/2020
TOTAL # OF OTRs: 1
CONTRACT AMOUNT: \$90,000,000.00
REQUISITION NO.:

SECTION #1 – APPLICABLE ORDINANCES

Living Wage: N **UAP:** N **IG:** Y
Other Applicable Ordinances:

SECTION #2 – CONTRACT MEASURES

Local Preference: N **Micro Enterprise:** N **Full Federal Funding:** N **Performance Bond:** N
Small Business Enterprise (SBE): N **PTP Funds:** N **Partial Federal Funding:** N **Insurance:** N
Miscellaneous:

SECTION #3 – CONTRACTING OFFICER

Name : Lindsay Collazo
Phone : 305-375-3905
Fax : -
Email : Lindsay.Collazo@miamidade.gov

SECTION #4 – BPO INFORMATION

1. ABCW1600270

Commodity ID	Commodity Name
990-30	DISASTER RELIEF SERVICES

Department	Department Allocation
PR*****	\$15,000,000.00
SW*****	\$75,000,000.00

SECTION #5 – AWARD INFORMATION

BCC Award: N
BCC Date: 01/20/2016
DPM Award: N
DPM Date: 08/28/2015
Additional Items Allowed:
Agenda Item No.: 8(F)(9)
Special Conditions:

SECTION #6 – VENDORS AWARDED

1. **Vendor Name:** TETRA TECH INC

DBA:
FEIN: 954148514
Suffix: 01
Street: 2301 Lucien Way, Suite 120
City: ORLANDO
State: FL
Zip: 32751
FOB Terms: DEST-P
Delivery:
Payment Terms: NET30
Toll Phone: -

Local Vendor:

Certified Vendor

SBE:
Micro Ent. :
Other:

Assigned Measures

Set Aside:
Selection Factor:
Bid Pref.:
Goal:
Vendor Record Verified?

Contact Details

Name	Phone 1	Phone 2	Fax	Email Address
Betty A Kamara	321-4418518	-	321-4418501	kari.nemiro@tetrattech.com

SECTION #7 – ITEMS AWARDED

Details:
 See Contract attached.

Item #	Description	Qty.	Unit Price
«TableStart:ITM»«Id»	«Description»	«Qty»	\$«Price»«TableEnd:ITM»

SECTION #8 – ADDITIONAL NOTES

If you are going to post the result of a winning or losing trade please make sure that you have posted the entry as close to entering the trade as you can. Preferably you should post your entry prior to entering the trade. If you cannot do this please at least explain what your thinking was on the trade - why you entered it - what you were looking at - pretty much as much as you can elaborate about why you did what you did would help.

Disaster Debris Monitoring Services
Contract No. 00172

THIS AGREEMENT made and entered into as of this 11th day of February 2016 by and between Tetra Tech, Inc., a corporation organized and existing under the laws of the State of Delaware, having its principal office at 2301 Lucien Way, Suite 120, Maitland, Florida 32751 (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide Disaster Debris Monitoring Services, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No.00172 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated January 22, 2015, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

WHEREAS, the County desires to procure from the Contractor such Disaster Debris Monitoring Services for the County, in accordance with the terms and conditions of this Agreement;

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

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Contract" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), all other appendices and attachments hereto, all amendments issued hereto, RFP No. 00172 and all associated addenda, and the Contractor's Proposal.
- b) The words "Contract Date" to mean the date on which this Agreement is effective.
- c) The words "Contract Manager" to mean Miami-Dade County's Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.
- d) The word "Contractor" to mean Tetra Tech, Inc. and its permitted successors.
- e) The word "Days" to mean Calendar Days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.

- g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.
- h) The words "Extra Work" or "Additional Work" to mean additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
- i) The word "FEMA" to mean the Federal Emergency Management Agency.
- j) The words "Predicted Event" to mean a debris generating event that can be anticipated at least 24 hours before it affects the County (i.e., a tropical weather system). The County shall, in its sole discretion, determine predicted events.
- k) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- l) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.
- m) The word "subcontractor" or "sub-consultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- n) The words "Unpredicted Event" to mean a debris generating event that cannot be anticipated at least 24 hours before it affects the County (i.e., tornado). The County shall, in its sole discretion, determine unpredicted events.
- o) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A), 3) the Price Schedule (Appendix B) 4) the Miami-Dade County's RFP No. 00172 and any associated addenda and attachments thereof, and 5) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.

- d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.
- b) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.
- e) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date indicated on the first page of this agreement and shall continue through December 31, 2020. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for five (5) additional years. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) to the County

a) to the Project Manager:

Miami-Dade County
Public Works and Waste Management Department
2525 NW 62nd Street, 5th Floor
Miami, FL 33147
Attention: Olga Espinosa-Anderson
Phone: (305) 514-6730
Fax: (305) 514-6882
E-mail: oe1@miamidade.gov

and,

b) to the Project Manager:

Miami-Dade County
Parks, Recreation and Open Spaces Department
275 NW 2 Street
Miami, FL 33128
Attention: William E. Solomon
Phone: (305) 755-7873
Fax: (305) 755-7890
E-mail: pbs@miamidade.gov

and,

c) to the Contract Manager:

Miami-Dade County
Internal Services Department, Procurement Management Division
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974
Attention: Assistant Director
Phone: (305) 375-5548
Fax: (305) 375-2316
E-mail: allangm@miamidade.gov

(2) To the Contractor

Tetra Tech, Inc.
2301 Lucian Way
Suite 120
Maitland, FL 32751
Attention: Betty Kamara
Phone: (321) 441-8518

Fax: (321)441-8501
E-mail: betty.kamara@tetrattech.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be as stipulated in Appendix B, Price Schedule. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

All Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

ARTICLE 8. HOURLY RATES

The hourly rates included in Appendix B, Price Schedule shall remain firm and fixed until at least December 31, 2016; however, the Contractor may offer discounts to the County. It is the Contractor's responsibility to request any price adjustment. The Contractor's request for adjustment must be submitted to the County's Internal Services Department for review no less than 90 days prior to expiration of the then current contract year. The County may consider an adjustment to prices based on the annual October release Consumer Price Index (CPI) percentage change as calculated by the US Department of Commerce for All Urban Consumers, All items in the Miami-Ft. Lauderdale area.

The County reserves the right to reject any price adjustments submitted by the Contractor or to negotiate lower pricing during the contract period based on market conditions or other factors that influence price. The County also reserves the right to apply any reduction in pricing based on the downward movement of the applicable index.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, the Contractor may bill the County periodically, but not more than once per month, for completed services as described in Appendix A (Scope of Services) and as further priced in Appendix B (Price Schedule). In addition, the County will pay on an as needed basis additional services as defined in Appendix A. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty

(30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County
Public Works and Waste Management Department
2525 NW 62nd Street, 5th Floor
Miami, FL 33147
Attention: Accounts Payable

Miami-Dade County
Parks, Recreation and Open Spaces Department
275 NW 2 Street
Miami, FL 33128
Attention: William E. Solomon

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 10. INDEMNIFICATION AND INSURANCE

Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The Contractor shall furnish to the Internal Services Department / Procurement Management Services, 111 NW 1st Street, Suite 1300, Miami, Florida 33128-1989, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability (when applicable) in the name of the Contractor or the Licensed Professional employed by the Contractor in an amount not less than \$1,000,000 per claim.

AERIAL PHOTOGRAPHIC SERVICES

In addition to the insurance requirements A - D mentioned above, the contractor will provide or cause its subcontractor to provide:

- E. Aircraft Liability including Passenger Liability in the name of the contractor or subcontractor, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami Dade County must be shown as an additional insured with respect to this coverage.**

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

**NOTE: CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128**

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the County.

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and

obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days. If the insurance certificate is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) business days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Contractor shall be responsible for ensuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract.

ARTICLE 11. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.
- c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and

professional manner.

- e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 12. EMPLOYEES OF THE CONTRACTOR

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 14. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

- a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

- d) In the event of such dispute, the parties to this Agreement authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Mayor within 10 days of the occurrence, event or act out of which the dispute arises.
- e) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 15. MUTUAL OBLIGATIONS

- a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 16. RETENTION OF RECORDS

The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the

County, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims.

ARTICLE 17. AUDITS/ACCESS TO RECORDS

The County, or its duly authorized representatives or governmental agencies, shall until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to Section 2-481 of the Miami-Dade County Code, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

Further, the following access to records applies to this Contract:

- (1) The Contractor agrees to provide the County, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the FEMA Administrator or authorized representatives, access to construction or other work sites pertaining to the Work being completed under the Contract.

ARTICLE 18. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 20. SUBCONTRACTUAL RELATIONS

- a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

- b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.
- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.
- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.
- f) In the event that subcontractors are to be requested under this Contract, the Contractor shall take the five affirmative steps listed below to ensure minority firms, women's business enterprises, and labor area surplus firms are used when possible:
- a. The Contractor must place qualified small and minority businesses and women's business enterprises on solicitation lists
 - b. The Contractor must assure that small and minority businesses and women's business enterprises are solicited whenever they are a potential source.
 - c. The Contractor must divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises.
 - d. The Contractor must establish delivery schedules, where requirements permit, which encourage participation by small and minority businesses and women's business enterprises.
 - e. The Contractor may use the services of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 22. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 23. TERMINATION AND SUSPENSION OF WORK

- a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.
- b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.
- d) In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor.
- e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
 - i. stop work on the date specified in the notice ("the Effective Termination Date");
 - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
 - iii. cancel orders;
 - iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole

- purpose of this Agreement and not incorporated in the Services;
- v. take no action which will increase the amounts payable by the County under this Agreement; and
- f) In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:
- i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 - ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.
- g) All compensation pursuant to this Article are subject to audit.

ARTICLE 24. EVENT OF DEFAULT

- a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include the following:
- i. the Contractor has not delivered Deliverables on a timely basis;
 - ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
 - iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
 - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
 - vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;
 - vii. the Contractor has failed in the representation of any warranties stated herein.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:

- i. treat such failure as a repudiation of this Agreement; and
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- c) In the event the County shall terminate this Agreement for default, the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the County, the County may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and
- c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.
- b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation,

software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

- d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 28. CONFIDENTIALITY

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.
- b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain

any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 29. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

ARTICLE 30. PROPRIETARY RIGHTS

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.
- b) All rights, title and interest in and to certain inventions, ideas, designs and methods,

specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.

- c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 31. VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with the County – Internal Services Department, Procurement Management Division, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

- | | |
|---|---|
| 1. Miami-Dade County Ownership Disclosure Affidavit
(Section 2-8.1 of the County Code) | (Section 2-8.1 of the County Code) |
| 2. Miami-Dade County Employment Disclosure Affidavit
(Section 2.8-1(d)(2) of the County Code) | 7. Miami-Dade County Code of Business Ethics Affidavit
(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code) |
| 3. Miami-Dade County Employment Drug-free Workplace Certification
(Section 2-8.1.2(b) of the County Code) | 8. Miami-Dade County Family Leave Affidavit
(Article V of Chapter 11 of the County Code) |
| 4. Miami-Dade County Disability and Nondiscrimination Affidavit
(Section 2-8.1.5 of the County Code) | 9. Miami-Dade County Living Wage Affidavit
(Section 2-8.9 of the County Code) |
| 5. Miami-Dade County Debarment Disclosure Affidavit
(Section 10.38 of the County Code) | 10. Miami-Dade County Domestic Leave and Reporting Affidavit
(Article 8, Section 11A-60 11A-67 of the County Code) |
| 6. Miami-Dade County Vendor Obligation to County Affidavit | 11. Subcontracting Practices |

(Ordinance 97-35)

12. Subcontractor /Supplier Listing
(Section 2-8.8 of the County Code)

13. Environmentally Acceptable Packaging
(Resolution R-738-92)

14. W-9 and 8109 Forms
(as required by the Internal Revenue Service)

15. FEIN Number or Social Security Number
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- Identification of individual account records

- To make payments to individual/Contractor for goods and services provided to Miami-Dade County
- Tax reporting purposes
- To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records

16. Office of the Inspector General
(Section 2-1076 of the County Code)

17. Small Business Enterprises
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.

18. Antitrust Laws
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) Conflict of Interest

Section 2-11.1(d) of Miami-Dade County Code requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 32. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the

total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 33. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

- a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract. During the performance of this Contract, the

Contractor agrees as follows:

- i. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - ii. The Contractor will, in all solicitations or advertisements for employees place by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 - iii. The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - iv. The Contractor will comply with all provisions of Executive Order 1126 of September 24, 1965, and by rules, regulations, and relevant orders of the Secretary of Labor.
 - v. The Contractor will furnish all information and reports required by Executive Order 1126 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the Contractor's books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - vi. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - vii. The Contractor will include the sentence immediately preceding paragraph (i) and the provisions of paragraph (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions of noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- b) Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.

- c) Environmental Protection Agency (EPA), as applicable to this Contract.
- d) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment without regard to race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, or veteran status. The aforesaid provision 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. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.
- e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.
- f) Miami-Dade County Code Section 10-38 "Debarment".
- g) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.
- h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- i) Compliance with the Copeland "Anti-Kickback" Act
 - i. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C 3145, and the requirements of 29 C.F.R. pt 3 as may be applicable, which are incorporated by reference into this Contract.
 - ii. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
 - iii. Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R § 5.12.
- j) Compliance with Contract Work Hours and Safety Standards Act
 - i. 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 receive 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.
 - ii. Violation: liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph (i) of this section the Contractor and 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 (i) of this section in the sum of \$10 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 (i) of this section.
- iii. Withholding for unpaid wages and liquidated damages. The County 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 (ii) of this section.
 - iv. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (i) through (iv) 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 (i) through (iv) of this section.
- k) Clean Air Act
- i. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*
 - ii. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida, FEMA, and the appropriate Environmental Protection Agency Regional Office.
 - iii. The Contractor agrees to include these requirements in each sub contract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.
- l) Federal Water Pollution Control Act
- i. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.*
 - ii. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida, FEMA, and the appropriate Environmental Protection Agency Regional Office.
 - iii. The contractor agrees to include these requirements in each sub contract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.
- m) Energy Conservation. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy

conservation plan issued in the compliance with the Energy Policy and Conservation Act.

- n) 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Grants, Contracts and Cooperative Agreements," as applicable to this Contract.
- o) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), permit(s), etc. for the Contractor prior to authorizing work and as needed.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 34. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, or veteran status, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 35. CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection

with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

- i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
 - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 37. BANKRUPTCY

The County reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 38. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

ARTICLE 39. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at <https://iapps.southfloridaworkforce.com/firstsource/>.

ARTICLE 40. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF A PUBLIC AGENCY

The Contractor shall comply with the state of FL Public Records Law, s. 119.0701, F.S., specifically to: (1) keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If the Contractor does not comply with a public records request, the public agency shall enforce contract provisions in accordance with the contract.

ARTICLE 41. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor

and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

ARTICLE 42. NOTICE OF FEDERAL EMERGENCY MANAGEMENT AGENCY REPORTING REQUIREMENTS AND REGULATIONS

- a) General. The County may use Public Assistance grant funding awarded by FEMA to the State of Florida to pay, in whole or in part, for the costs incurred under this Contract. As a condition of Public Assistance funding under any FEMA declaration, FEMA requires the State of Florida to provide various financial and performance reporting.
 - a. It is important that the Contractor is aware of these reporting requirements, as the County may require the Contractor to provide certain information, documentation, and other reporting in order to satisfy the reporting requirements of the State of Florida which, in turn, will enable the State of Florida to satisfy reporting requirements to FEMA.
 - b. Failure of the State of Florida to satisfy reporting requirements to FEMA is a material breach of the FEMA-State Agreement, and could result in loss of Federal financial assistance awarded to fund this Contract.

- b) Applicable Regulations and Policy. The applicable regulations, FEMA policy, and other sources setting forth these reporting requirements are as follows:
 - a. 44 CFR § 13.40 (Monitoring and Reporting Program Performance)
 - b. 44 CFR § 13.41 (Financial Reporting)
 - c. 44 CFR § 13.50(b) (Reports)
 - d. 44 CFR § 206.204(f) (Progress Reports)
 - e. FEMA Standard Operating Procedure No. 9570.14, Public Assistance Program Management and Grant Closeout Standard Operating Procedures (Dec 2013)
 - f. FEMA-State (or Tribal) Agreement
 - g. Any future requirements as outlined by FEMA in new guideline releases

- c) Financial Reporting. The State of Florida is required to submit the following financial reports to FEMA:
 - a. Initial Report. An initial Federal Financial Report (SF 425) no later than 30 days after FEMA has approved the first Public Assistance program under a FEMA declaration.
 - b. Quarterly Reports. Following submission of the initial report, quarterly Federal Financial Reports until submission of the final report described in the following subparagraph. Reports are due on January 30, April 30, July 30, and October 30.
 - c. Final Report. A final Federal Financial Report within 90 days of the end of the period of performance for the Public Assistance grant.

- d) Performance Reporting. The State of Florida is required to submit the following performance reports to FEMA:
 - a. Initial Report. An initial performance report no later than 30 days after FEMA has approved the first Public Assistance program under a FEMA declaration.
 - b. Quarterly Reports. Following submission of the initial report, quarterly performance reports until submission of the final report described in the following subparagraph. Reports are due on January 30, April 30, July 30, and October 30.
 - c. Final Report. A final performance report within 90 days of the end of the period of performance for the Public Assistance grant.

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IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor

Miami-Dade County

By: Jonathan Burgiel

By: Carlos A. Gimenez

Name: Jonathan Burgiel

Name: Carlos A. Gimenez

Title: Vice President

Title: Mayor

Date: July 17, 2015

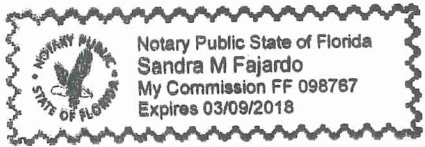
Date: 2/9/16

Attest: Sandra Fajardo
Corporate Secretary Notary Public

Attest: [Signature]
Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form and legal sufficiency



[Signature]
Assistant County Attorney



APPENDIX A – SCOPE OF SERVICES**Background**

Communities with a debris management plan are better prepared to restore public services and ensure the public health and safety in the aftermath of a disaster, and are better positioned to receive the full level of assistance available from FEMA and other participating entities. The County is soliciting proposals for disaster debris removal monitoring services to support the oversight and management of debris recovery contractors and submit and/ or assist in County applications for public assistance from FEMA, the State of Florida and other relevant agencies. The Contractor shall have a comprehensive understanding of FEMA Public Assistance Program and shall provide oversight and management of debris recovery contractors. The Contractor's management of debris recovery contractors shall include, but is not limited to: field monitoring of debris removal and reduction, truck certification, damage assessment, training, emergency planning and other related services as needed and/or requested by the County. Other related services include facilitating communication with the Federal Emergency Management Agency (FEMA), the State of Florida and other federal agencies and coordination with state's FEMA liaison. Finally, the Contractor shall submit and/or assist in the submission of County applications for public assistance from FEMA, the State of Florida and other relevant agencies.

Services to be Performed

- A. Project Management: The Contractor shall:
1. Provide trained staff and necessary equipment to properly provide the services outlined throughout this solicitation. The Contractor's equipment shall include, but not be limited to personal protective equipment (e.g., traffic vest, hard hat, gloves, etc.), safety equipment (e.g., traffic cones, barricades, etc.), transportation, and electronic and telecommunication devices (e.g., digital cameras, tablets, lap tops, communication devices, Global Positioning Systems (GPS) etc.) at no additional cost to the County.
 2. Monitor and manage the debris recovery contractors. The Contractor shall schedule work for all project management team members and debris recovery contractors on a daily basis.
 3. Determine the impact and magnitude of the disaster event before federal assistance is requested, identify damaged locations and facilities, prepare pre and post disaster estimates of debris quantities, document eligible costs and describe the physical and financial impact of the disaster.
 4. Assign a Project Manager (PM) and an Operations Manager (OM). The PM shall be assigned as the County's point of contact. The OM shall oversee and manage each debris recovery contractor and shall be supported by Field Supervisors.
 - a. At the discretion of the County, the PM may be physically located in the County's Emergency Operations Center (EOC) or other location specified by the County. The PM shall be supported by the full array of Contractor's resources to enhance efficiency and expedite deliverables.

5. Monitor progress of debris recovery contractors, including issuance and electronic recording of load tickets, develop/implement recommendations to improve efficiency speeding up recovery work.
6. Provide post debris staging services including certifying volumetric capacity of trucks designated to remove debris from the site; monitor and record each and every contractor or other entities removing debris, document the type of debris removed and the volume of each load removed from the staging site and document the final disposal location(s) for each removed load; when requested by the County, prepare the staging site closure plan; oversee and document staging area contractor restoration and site closure activities, certify completion of site closure in accordance with plan, and provide final site closure report to County, FEMA and any regulatory agencies having jurisdiction over the site or activities.
7. Provide and use hand-held electronic device(s).
8. Provide the Contractor's RecoveryTrac Automated Debris Management System for documentation and data management which shall include the functionality outlined in Attachment 1 and conform to the United States Army Corp of Engineers, DTD12Jul2013, minimum system specifications outlined in Attachment 2. The Contractor shall grant the County access to RecoveryTrac's Geospatial reporting system. Access to geospatial reporting systems provides the County with both real-time and historical data using a shared read-only login. Read-only access will enable the County to complete data exports of summary and bulk data in various forms, including Excel. Data exports can be completed based on data range or can be inclusive of the entire database. If requested customized access logins can be provided to hide or redact information to provide limited access to various users as specified by the County.
9. Conduct inspections and certify load capacity of each truck used by debris recovery contractors including: development and maintenance of a certified truck database with records of measurements, truck photos, certified truck capacity and other pertinent vehicle information (e.g. owner, vehicle registration, company etc.).
10. Upon request by the County, the Contractor shall assist the County in responding to public concerns regarding property damage assessment, replacement of damaged property, status of clean-up, clean-up target dates, etc.
11. Document damages caused to private properties and public lands.
12. Review and reconcile contractor invoices for payment and prepare FEMA work sheets for reimbursement for debris hauling, monitoring, reduction, and disposal efforts. The Contractor, in performing services related to review of invoices and payment requests and the rejection and approval thereof, agrees to perform all of its services for the County in strict compliance with this Solicitation and Part VII of Chapter 218 of the Florida Statutes titled "Local Government Prompt Payment Act" as if it were the local government entity. If a dispute arises between the Contractor and the debris recovery

contractor concerning payment of an invoice or payment request, the Contractor shall immediately notify the County in writing of such dispute.

13. The Contractor shall submit and/or assist in the submission of County applications for public assistance from FEMA, the State of Florida and other relevant agencies.
 14. Make available project documents and data, in hard copy and through an electronic database, to designated County personnel. The County shall have access to hard copy project documents and data during normal business hours (Monday through Friday 8:00 a.m. to 5:00 p.m.). The County shall have complete access all electronic documents 24 hours a day during the entire term and of the contract and following the completion of the contract.
 15. Digitize all source documentation in PDF format, such as load tickets supplied to the County with each invoice, as required by FEMA and to be compatible with the County system that utilizes Microsoft Office.
 16. Establish a Project Management Team to support the Project Manager listed in item two of this section. Members of the Project Management Team may include, but are not limited to the following:
 - a. Project Manager
 - b. Operations Manager/Assistant Project Manager
 - c. FEMA Reimbursement Manager
 - d. Field Supervisor
 - e. Truck Certifier
 - f. Staff Scheduler/Truck Dispatcher
 - g. Damage/Debris Assessment Specialist
 - h. Collection Monitor, Disposal Monitor, Flagmen/Traffic Controllers
 - i. Data Clerk
 - j. Engineer/Scientist
 17. The Contractor may add other positions to the Project Management Team, as necessary, with the written approval of the County's Project Manager. The Contractor is encouraged to utilize local work force as available, as travel and lodging are not covered by the County.
- B. Response Time and Mobilization: The County has the sole discretion to determine whether an event is predicted or unpredicted. The Contractor shall respond to predicted events and unpredicted events as follows:

Predicted Events

A "Predicted Event" shall mean a debris generating event that can be anticipated at least 24 hours before it affects the County, for example a tropical weather system. The Contractor, when requested by the County, shall report to the location designated by the County, at a minimum of 24 hours prior to a predicted emergency event.

Unpredicted Events

An "Unpredicted Event" shall mean a debris generating event that cannot be anticipated at least 24 hours before it affects the County, for example a tornado. Emergencies other than predicted events, the Contractor shall report within six (6) hours of notification to the location specified by the County authorized

representative. The Contractor shall mobilize a staff of sufficient size to adequately administer and monitor debris operations, as indicated herein.

- C. Meeting and Communications: The Contractor shall:
1. Maintain open, timely conversations and written documentation with the County and FEMA to provide successful completion of the disaster response.
 2. Meet with County representatives as directed and coordinate with the County throughout the execution of the recovery operations.
 3. Attend pre-work conferences(s) for the debris recovery contractors, as directed by the County, and convene and attend regular progress and coordination meetings, as directed by the County.
 4. Provide minutes in an electronic format of all meetings to the County. Minutes shall be provided the next business day after the meeting occurs.
 5. Coordinate daily briefings, work in progress, staffing, and other key items with the County's Project Manager.
- D. Operational Reports and Other Documentation:
The Contractor shall prepare and submit to the County throughout the duration of the recovery operations the following reports:
1. Operational Reports shall document the current status of the Contractor's operational details such personnel levels, equipment status, status of debris management sites, summary of the Daily Reports as required below, and items as may be required by the County. The reporting frequency for the Operational Reports is to be determined by the County.
 2. Daily Reports shall document the debris recovery contractors' activities and progress from the previous day. The daily reports shall be submitted by 8:00 a.m. of the following day to a distribution list established by the County's Project Manager. Each daily report submitted shall contain at a minimum the following information:
 - a) Name of each Contractor;
 - b) Number of Contractors including the number of crew members working each day, number of loads removed, estimated cubic yards removed for the day and the respective number of cumulative loads and cubic yards removed;
 - c) Reports and graphs that document the production rate of crews, equipment, progress by area and estimation of total quantities remaining, estimated time to completion, and daily cumulative cubic yards of debris removed, processed and hauled); and
 - d) Geographic Information Systems (GIS) mapping data updates and digitized reports. All required GIS layers will be provided to the Contractor by the County's authorized representative, prior to an

- event or as soon as possible to ensure up to data files and consistency in field structure.
- e) Report of cubic yards, converted to tonnage, if available, of debris delivered to PWWM facilities.
 - f) Other reports as required by FEMA.
3. Customized reports shall be made available by the Contractor to the County at no additional cost. Upon request for a customized report, the Contractor will make every reasonable effort to provide the County with a draft of the report within 48 hours or less for the County's review and approval. If the complexity of the report requires in excess of 48 hours, the Contractor's Project Manager will keep the County informed as to the progress and expected delivery and if possible, provide the requested data in a temporary format (such as Excel) until the final report can be delivered.

At the County's sole discretion, additional reporting information and data may be required.

E. Field Monitoring:

Each debris recovery location shall have at minimum (1) collection monitor. The Collection Monitor shall oversee the debris recovery crew for contract compliance, efficiency and regulatory compliance. The Collection Monitor shall provide feedback to the County through a Field Supervisor.

Responsibilities of Contractor's Project Manager, and the Project Management Team, including the Collection Monitors, shall include, but not be limited to:

1. Document daily and weekly recovery work and costs ensuring that proper records are maintained for load tickets, using a hand-held electronic data management device. This documentation is required as evidence to support and document recovery costs and reimbursement of the County.
2. Inspect the means and methods, according to FEMA's guidelines for reimbursement, to measure and record work, recommending changes that may be needed.
3. Stop work in progress that is not being performed or documented in the appropriate manner.
4. Inspect work in progress to ensure that removal efforts include debris of the proper type according to County and FEMA classification in the proper areas as assigned by County authorized representative.
5. Check work in progress to ensure that the proper work authorizations, permits, and other regulatory requirements and prerequisites have been received and approved.
6. Verify that all debris sites and staging areas have adequate access control and security.

7. Recommend any improvements in work assignments and/or efficiency and productivity that may be appropriate.
 8. Maintain digital photo documentation of recovery work, as required by the County.
- F. Debris Site and Staging Area Monitoring:
The Contractor shall ensure that a minimum of four (4) Disposal Monitors per debris site and/or staging area are deployed upon establishment of each site to assess and record load volumes and provide coordination and perform other related activities necessary for reimbursement by FEMA. The County authorized representative will advise if additional Disposal Monitors are required depending on the size of the debris site and/or staging areas.
- G. Public and Private Property Damage Assessments:
The Contractor shall assign Damage Assessment Specialists to document field damages to private properties and public lands and to notify contractors of their responsibilities in repairing damages. In the event that damages are not repaired to the satisfaction of the homeowner and/or government entity, and where the debris removal contractor claims no further responsibility, the documentation from each of these incidents shall be turned over to the County's Internal Services Department, Risk Management Division for final resolution.
- H. Technical Expertise and Guidance:
Per event, when directed by the County, the Contractor shall:
1. Develop and submit a comprehensive emergency management plan to include plan development, review, and revisions. Such plan must include RecoveryTrac testing and system acceptance by the County to confirm compliance with performance requirements. Final plan must be submitted no later than May each year.
 2. Provide damage assessments of facilities; assessment plan development, procedure development, staff training, staff augmentation, and deployment.
 3. Develop a comprehensive mitigation program to include development of a mitigation plan, cost benefit analysis, project management, and environmental review.
 4. Provide the County all relevant data and supporting documentation as may be required by the Mayor, County Senior Management Staff, Board of County Commissioner's (BCC) and BCC Subcommittees.
 5. Provide technical support and assistance in developing public information.
 6. Provide other reports and data as required by the County.
- I. Final Report:
A final report of volume and any other information collected for each event, as requested by the County, shall be prepared by the Contractor and shall be

submitted to a distribution list as established by the County's Project Manager, within 30 days of completion of the recovery operations. Recovery operations include remediation of sites, closure of sites and conclusion of all related operations. At a minimum, the following information shall be included in the report.

1. Discussion of lessons learned and recommendation for future disaster response, including the County's recovery contract requirements and results.
2. Recommendation for future disaster response strategies.
3. Digital copies of manifests, certificates, and related documents.
4. All other data taken during the implementation of the Disaster Response Plan.

J. Event Closure:

The Contractor shall review and process requests for payment by the debris removal contractors. As part of this process, the Contractor shall reconcile contractor invoices for payment and prepare FEMA work sheets for reimbursement by FEMA for debris hauling and monitoring efforts. The Contractor shall prepare final reports necessary for reimbursement by FEMA and any other applicable agencies involved in disaster recovery efforts.

K. Training Services:

Contractor shall conduct onsite training, as requested by the County, with the content to be defined at the time of request. Training may include the following groups, as needed: operational/field staff, administrative/managerial staff, or technical staff and cover topics such as the use of the RecoverTrac system, provision of services, or the emergency management plan and/or preparation. The duration of each training shall be mutually agreed upon. All training shall include reference documentation. All reference documentation shall be submitted to the County for review and approval prior to completion of training. If additional training is needed, Contractor has the ability to provide online, web-based training as well. Contractor will provide an executive level training of no more than half a day in length. The level of detail provided during the training class will be consistent with the level of ongoing involvement of County staff.

L. Additional Services:

At the County's sole discretion, the Contractor may be required to perform any of the following additional services, but not limited to:

1. Provide aerial photographs of debris sites or other areas as requested by the County and per FEMA specifications.
2. Provide other related emergency management and consulting services identified and required by the County.

In situations where the Contractor may be required to provide these additional services, a formal written proposal shall be provided with the scope of work and price to be submitted for review and approval by the County's Project Manager. The hourly rates for these services shall not exceed those stipulated in Appendix B, Price Schedule. Reimbursement for equipment, material and for subcontracted services not stipulated in the Price Schedule shall be included in the formal written proposal and will be considered on a case-by-case basis.

APPENDIX B – PRICE SCHEDULE

Hourly Ceiling Rates

Hourly rates are inclusive of all out of pocket expenses, material, travel, per diem and miscellaneous cost and fees.

Position	Hourly Rate
Project Manager	\$75.00
Operations Manager/Assistant Project Manager	\$57.00
FEMA Reimbursement Manager	\$59.00
Field Supervisor	\$37.50
Truck Certifier	\$33.50
Staff Scheduler/ Truck Dispatcher	\$29.00
Damage/Debris Assessment Specialist	\$38.00
Collection Monitor	\$33.50
Disposal Monitor	\$33.50
Flagman / Traffic Controllers	\$29.00
Data Clerk	\$0.00
Engineer/Scientist	\$72.00
GIS Specialist	\$53.00
Administrative Assistant	\$29.00
Data Manager	\$59.00
Health and Safety Manager	\$64.00
ADMS Ticketing Specialist	\$67.00
Public Assistance Analyst	\$95.00

ATTACHMENT 1 - RecoveryTrac™ ADMS FUNCTIONALITY

System Overview

RecoveryTrac™ ADMS: A New Paradigm in Debris Removal

In today's technology-driven society, paper-based systems are quickly becoming obsolete. Recognizing the migration to electronic-based systems, **TETRA TECH has invested heavily in research and development** in efforts 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, 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. TETRA TECH has developed resilient software and hardened IT infrastructure to efficiently capture and manage the project documentation efforts in the largest of responses to disasters. This state-of-the-art technology has **already shown to increase the efficiency and improve the management** of debris removal efforts for multiple clients. RecoveryTrac is the **most full featured electronic ticketing and disaster debris management system available**.

- 800 units immediately available (owned, not rented or leased)
- USACE ADMS compliant
- Connected or disconnected operation independent of cellular network issues
- Expedites invoice reconciliation
- Provides real-time GIS reports and pass map tracking in a web-based portal
- Advanced issue management toolset
- Automated photograph and GPS capture
- Intuitive and user-friendly and highly scalable

RecoveryTrac ADMS is proven in Disaster Activations

Used in field operations since 2011, RecoveryTrac ADMS has successfully documented the removal of over **3.5M Cubic Yards of debris removal and over 200,000 hazardous tree removals**. ADMS has been used in several activations with over 100 monitors in operational areas spanning several states. Its ability to be rapidly deployed in harsh conditions has made it invaluable in delivering successful projects and those familiar with RecoveryTrac ADMS, from **Clients to Debris Haulers, ask for the system by name** because of the features and rock-solid reliability in the field.

Disaster	Year	# of Projects	Total CYs
Flooding/Severe Storm (TX)	2015	5	350,000*
Ice Storm (GA/SC)	2014	7	1,042,000
Floods (CO)	2013	3	96,100
Ice Storm (SD)	2013	2	203,000
Hurricane Sandy (NJ)	2012	14	197,850
Hurricane Isaac (LA)	2012	1	255,000
Texas Drought & Wildfires	2011	3	1,300,000

**Project not yet completed; quantity provided is an estimate.*

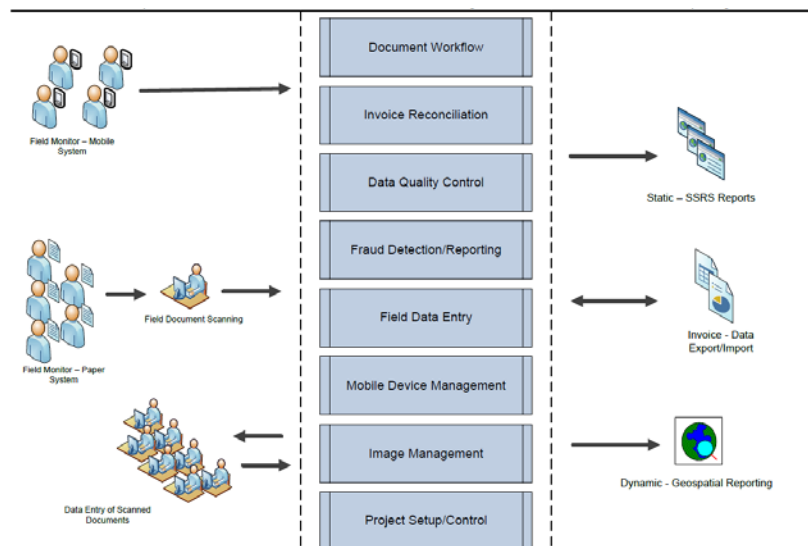
RecoveryTrac System Overview

The RecoveryTrac Automated Debris Management System (ADMS) is comprised of three applications and a hardened and reliable infrastructure providing a scalable and capable debris management solution.

This Technical Capabilities document provides an overview of the RecoveryTrac system, Key components of the system include:

- RecoveryTrac -Infrastructure – The backbone of the solution, scalable and capable of supporting the largest of activations
- RecoveryTrac -Desktop – The desktop application provides the setup, configuration, management, and monitoring of the system
- RecoveryTrac -Mobile – The mobile application automates the field data collection process improving accuracy and timeliness of debris information
- RecoveryTrac-Geospatial – A highly capable ESRI Geospatial based solution for data visualization, analyzing, information sharing and reporting

Figure 1.1 – RecoveryTrac Functional Diagram



RecoveryTrac Infrastructure

The RecoveryTrac infrastructure is housed in a secure co-located datacenter in a geographical and environmentally stable region of the U.S. The datacenter is a hardened and secure facility with redundant power and internet connectivity. Key features of the RecoveryTrac-Infrastructure include:

- Controlled Access to RecoveryTrac core components – 2 factor authentication with access list, credential, and authentication controls
- Redundant Power Systems – Utility redundant circuits with emergency diesel backup generators (with 2 week on-site fuel supply)
- Low latency/ High bandwidth Connectivity – Service provider is a Tier 1 Internet Service Provider with multiple OC-192 (greater than 1GB/sec internet speeds) connections and excellent peering agreements.
- On-site 24x7x365 4-hour response for technical support contracts for core networking and server components
- Multi-layered security model using role-based access and hardened firewall and proxy appliances to securely communicate with client applications over SSL
- Superb response to changes in Client infrastructure needs through a powerful virtualized server environment. Additional web or data server resources can be provided in hours

- Technical Support Capability – As part of one of the largest consulting companies in the U.S. the depth of support that is available is second to none. From desktop and mobile support to Network and Security Engineers all available to provide a stable and reliable foundation for the RecoveryTrac system.

RecoveryTrac Desktop Software Application

RecoveryTrac-Desktop utilizes a Microsoft Windows desktop application connected by a web services layer to communicate with the RecoveryTrac Infrastructure. The desktop application manages both the mobile and paper-based projects allowing operation operating side-by-side or in transition between the two. Key features of RecoveryTrac-Desktop include:

- Mobile Device Management tools – Registration, provisioning, and location and security monitoring
- Paper-based Management tools – Paper document scanning, data-entry, and image collection and processing
- Transaction Engine – A fully featured and flexible engine based able to handle the most complicated contracts and federal requirements to properly generate correct financial payment reconciliation and allocation to applicable reimbursement agencies.
- Fraud Detection Engine – A continuously running background process that monitors proprietary algorithms for possible fraud and immediately notifies the RecoveryTrac Operations center for investigation
- Document Workflow Engine – A highly configurable workflow engine able to automate nearly any paper-driven process. With document collection, critical path determination, and detailed reporting it can manage the most completed automated document management requirements.

RecoveryTrac Mobile Software Application

RecoveryTrac-Mobile is a mobile application that simplifies the collection of field documents used in debris cleanup operations. By reducing the amount of information a monitor is required to provide the accuracy of the field document is greatly improved. The mobile device can operated in “connected” and “disconnected” modes depending on the availability of the communication infrastructure. The mobile platform used is a commercially available that is widely available so even in large activations the system can be quickly implemented at a cost that is significantly less that the paper-based system. Key features of RecoveryTrac-Mobile include:

- Rapid Ability to Scale Out - Mobile equipment is commercial grade and widely available. The on-hand inventory can be on-site and ready to use within 24hrs of a notice to proceed and additional needs can be met quickly, in most cases 72 hours or less.
- Simple and Intuitive – The application keeps the required user training to a minimum. Once a Monitor has completed field training, most can use the mobile device with no further training.
- Low-Cost – Based on widely available equipment and simplicity in operations we balance the need for automation with controlling costs to our customers.
- Reliable and Stable – Based on the popular Android operating system, the mobile application is secure and ultra-reliable. This reduces the interruptions in field operations due to ‘technical difficulties’ and the number of support personnel required to maintain the system.
- Technical Support – The mobile support includes roving support technicians that are in most cases ability to reach field monitors within 15-30 minutes; Disposal site technicians and afield depot maintenance and repair center to maintain and repair equipment.

RecoveryTrac Geospatial Software Application

RecoveryTrac Geospatial brings the power of GIS reporting without the complexity or end-user training required for use. The Geospatial reporting portal uses the role-based security along with data segmentation to ensure the applicability of the reports and security of Client, Partner, and Government data are protected. The near-real-time data collection of RecoveryTrac Mobile moves the field operation management to a new level of awareness and control. Key features of the geospatial reporting system include:

- Value Added Services - Superior and extensive geospatial development support and map data availability provide maps and map data not available through public providers
- Simple but powerful - User interface based on Microsoft Internet Explorer and Adobe Flash with intuitive and easy to understand controls
- Data Portability – Need to analyze data outside of the web interface? The system provides data based on your needs and provides the data in a compatible format that has been redacted of sensitive information (for roles with limited access)

Advantages and FAQ

Why RecoveryTrac Electronic Field Data Collection?

With **laser focus on the ability to accurately collect field information** when the typical infrastructure is not available, Tetra Tech developed the mobile collection tool. We made it simple to use, reliable, and most importantly, able to collect and store information and photos offline until they can be uploaded. The “disconnected” capability provides the ability to operate anytime, anywhere with a minimal infrastructure support footprint. The end result is correct real-time debris removal information made available to our Clients minutes after completion instead of next day as with paper-based systems.

Key changes in the industry are driving the adoption of ADMS documentation. Improvement in accuracy, cost allocation, ability to mobilize and efficiency are leading the charge because of these key advantages:

- Reduction in process induced errors (hand-writing, data entry, etc)
- Improvements using in-process QC auditing within an end to end QA program
- Advanced Geospatial based auditing by federal agencies demand the accuracy of ADMS
- Proper allocation of FHWA-ER and FEMA-PA funding using geospatial services combined with GPS
- Ability to perform several methods of cost allocation based on geographic location
- More accurate reports of current debris removal costs and improvements in timely reconciliation and recommendation of contractor invoice payment
- Day 1 documentation of damage and debris locations (Maximize FHWA/FEMA reimbursement, ESF Reporting and establishing priorities)
- CONOPS supports multiple activations in under 24 hours (Over 800 mobile units are maintained on hand with several ADMS trainers)
- Real-time visualization of resources enables Project Managers to direct removal operations per district priorities
- Improved data sharing reduces across data systems and support for NIMS Communication and Information systems

What Features are included in the RecoveryTrac offering?

In addition to the reduction in process induced errors typically seen with paper based documentation the following key benefits will be realized:

- Real-time situation awareness of field resources and efficient direction to support operational priorities
- Portability of data allowing Easy integration with other systems such as our Client's GIS mapping applications and data collection systems
- Real-time GIS web services for NIMS Common Operating picture based EOC information and visualization systems
- Disconnected field mobile based GIS integrated data collection
- Agile mobile application changes with our Client's priorities and information needs
- Wide area, rapid deployment in less than 24 hours with pre-trained technical staff
- Over 800 mobile units on-hand ready for state-wide multi-district mobilizations

The Initial Challenge: Rapid User Training and Deployment

Using our experience in disaster response, we developed a rapid deployment model that we can leverage across all of our services. The RecoveryTrac™ equipment is:

- Packaged and deployed efficiently
- The mobile application is intuitive and leads the user through the collection process
- Our trainers deliver concise safety, eligibility, and operations training and cover self-troubleshooting
- Our support is efficient and right-sized

We are able to deliver equipment, train users, and begin field data collection in less than 24 hours, which is critical

The Game Changer: Real-Time Information and Visualization Increases Efficiency

Over the last several years, the cellular industry has invested heavily in the hardening of infrastructure in areas most susceptible to environment disasters. We have taken advantage of these improvements by partnering with the Tier 1 providers to get the information from the field to you as quickly as possible, ideally in real-time. Field devices are constantly looking for connectivity to immediately upload collected information. Once the field data is uploaded, RecoveryTrac™ Geospatial services provide rich information and visualization of the field data. Using the emergency operations center (EOC) operation board concept, users can visualize everything from damage concentrations to field debris equipment locations and more. The end result is better information = better decisions and less waste

Data Sharing: How to Bridge the Data

Manually export from this system, and then format, and then import into that system...sound familiar? It has been the method of sharing data between separate systems for several years. RecoveryTrac™ provides new, efficient real-time methods for sharing and integrating separate systems. With the use of commonly used web services, data can be shared on demand. For example, to integrate the road pass completion and damage reports collected by RecoveryTrac™ into existing GIS-based Client maps, a real-time RecoveryTrac™ GIS web service would be provided that would give up-to-the-minute data on road progress and photos detailing the damage report. The ability to export data and photos into a common format file is also available.

Reduced Costs: Working Smarter not Harder

Paper-based systems require additional labor hours for data entry, Quality Assurance and Quality Control (QA/QC), invoice reconciliation, and project reporting. RecoveryTrac™ eliminates the need for data entry staff while also reducing the amount of time needed for QA/QC, invoice reconciliation, and project reporting. Using RecoveryTrac™ allows our field monitoring staff to work smarter and not harder which directly correlates to more efficient monitors and a reduction in total field monitoring hours.

Multi-Operational Area Management: Coordinated Reporting and Quality Control

It is understood that it is required to submit daily reports of progress that are used to provide updates to our Client's leadership and the public. The incoming report information must be checked and formatted then put into a format that is common throughout the operational area. This step is time-consuming, requiring the effort of technical staff that could be focused on other priorities.

RecoveryTrac™ ADMS can provide the one-stop information in a consistent, easily consumed format that can provide the consistent and correct multi-District operations status picture. These data feeds are real-time as it is happening in the field; there is no spreadsheet to import and no conversion—just a single GIS web data service to pull required information. Some examples of data included:

- 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 District(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 District 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 damages, missed debris piles and other operations Issues

These tools provide our Clients with a “common operating picture” of the operation. Similar to an Emergency Operating 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.

Geographic Eligibility Checks

With the integration of geospatial data incoming data is checked and analyzed for eligibility issues. Starting with the real-time location of contractor vehicles and monitors, project control staff can identify out of eligible area assets and direct field supervisory staff to the location and correct the issue. Incoming GPS tagged field data is checked for applicant eligibility using automated geoprocessing. County, municipal and debris grid boundaries are used to ensuring proper accounting of removal costs. For mileage based contracts both straight line and route distance can be used to determine proper placement of DMS sites to reduce disposal costs.

Real-time Truck and Monitor locations

Management and direction of contractor assets present a formidable challenge in ensuring high priority areas are addressed and effective distribution of debris removal equipment. Tetra Tech provides our Clients with real-time reporting showing the current locations of all equipment in the field along with detailed operational statistics needed to monitor contractor performance. When performance based contracts are utilized, Tetra Tech can provide the tools need to evaluate performance and better manage the contractor(s).

Figure 1.3: Real-time Monitor Locations

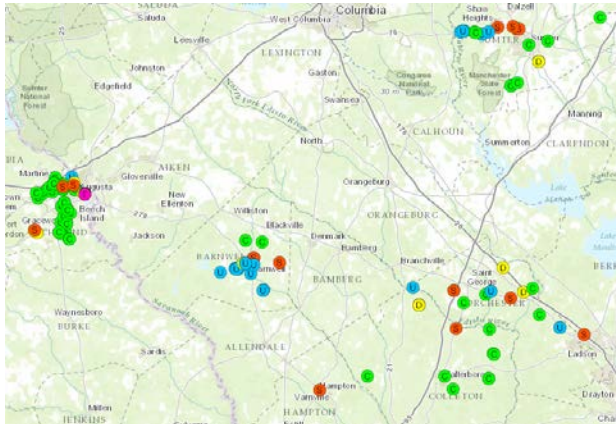
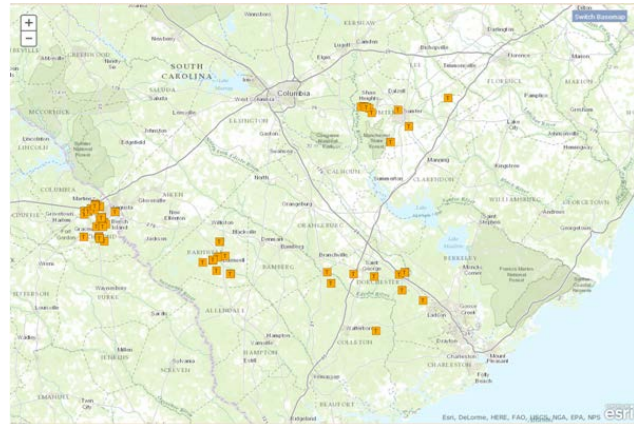


Figure 1.4 – Real-time Truck Locations



Real-time metrics and operational statistics

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.

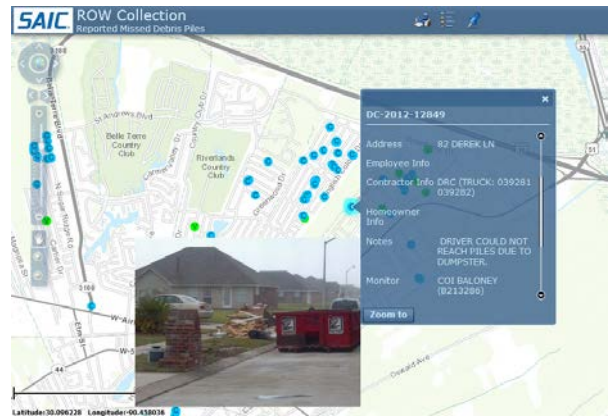
Documentation of contractor related damages, missed debris piles

In every debris removal project there are operational issues that occur which if not properly documented and tracked can become large problems for the management staff. With TETRA TECH’s automated system every field employee is provided with a tool to document these issues which are made available real-time to the common operating picture in the command center. Some of the more common uses for TETRA TECH’s incident tools are:

- Damages. Contractor caused damages are documented with photographs and tracked to ensure the damages are corrected as soon as possible.
- Missed Piles. Skipped debris piles are documented with reason to ensure follow up pickups are scheduled.
- Injury and Safety. Reports are documented allowing safety inspectors to quickly identify unsafe work practices and trends thus enabling proactive response when required.
- Debris Hotline Call Center. Incoming calls from home owners can be documented and tracked.

Figure 1.5: Contractor Damage Report

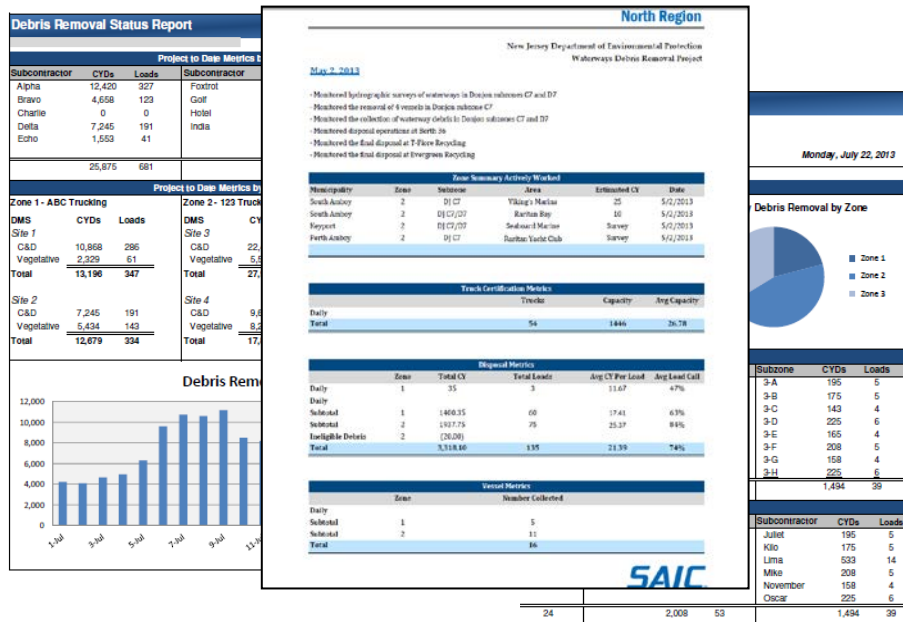
Figure 1.6 – Missed Pile Report



Daily Reporting Metrics

Tetra Tech has a suite of reports that are automated from RecoveryTrac™ and available in real-time via PC, tablet, or even smart phone. The District will also receive a suite of custom reports that show debris metrics by communities. Tetra Tech takes pride in the customization of reports to meet our client's specific needs. Below are some custom reports created for recent projects.

Figure 1.7: Sample Custom Report



* All figures pending final reconciliation

* All figures pending final reconciliation

Quality Assurance/Quality Control Program

Implementing sound 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. Through 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 Tetra Tech's ADMS technology expedites the QA/QC process and virtually eliminates ticket errors that can result from

traditional manual (paper and pen) debris monitoring operations. Due to the real-time reporting and additional information collected by Tetra Tech's ADMS technology, Tetra Tech can establish a virtual command center to audit project information as it is collected.

Contractor Reconciliation

To expedite contractor invoice reconciliation efforts, Tetra Tech requires copies of all primary debris hauler contracts with the District. After reviewing the contracts, Tetra Tech will set up the 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™ Mobile. 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 District. Several QA and QC checks will be conducted on data before it is provided to the contractor. The application of RecoveryTrac™ Mobile significantly reduces the amount of time needed for a contractor to generate an invoice and for the subsequent invoice reconciliation with Tetra Tech. The process for contractor invoice reconciliation in a RecoveryTrac™ Mobile project is as follows:

- Debris contractor manually enters ticket detail into a contractor database or imports ticket data based on Tetra Tech's debris contractor reports.
- Debris contractor generates an invoice for a specified period and submits the invoice and electronic backup to Tetra Tech for review.
- Tetra Tech reviews the contractor data against Tetra Tech's RecoveryTrac™ database records.
 - If no discrepancies are identified, Tetra Tech notifies the contractor that there are no discrepancies in the dataset.
 - If discrepancies are identified, Tetra Tech generates a discrepancy report noting the ticket numbers and differences between the two data sets.
- Tetra Tech submits the discrepancy report for the contractor's review. The contractor revises their invoice based on the discrepancies and resubmits to Tetra Tech for review.
- Once a debris contractor's invoice has been reconciled, Tetra Tech generates a payment recommendation and transmittal letter for each invoice and submits the invoice package for the District's review.

Attachment 2 - United States Army Corp of Engineers, DTD12Jul2013**Automated Debris Management System
ADMS (pronounced Adams)**

The purpose of this section is to provide specifications for an automated debris management system to be utilized in disaster debris management missions tasked under the Debris ACI Contract(s). The ADMS must meet the following performance characteristics:

1. The system must generate an electronic load tickets at the point of debris loading into the transport container. Paper tickets are optional. At a minimum, the system must produce a load ticket must exhibiting the following characteristics:
 - a. Allow creation of point of origin load data only when position is known and credentials have been authenticated
 - b. Automatically record date and time and other relevant point of origin data
 - c. Systems writes point of origin load data using encrypted storage algorithms
 - d. Records Right Of Entry or work order number
 - e. Documents ticket/tower personnel credentials with point of origin load data
 - f. Acknowledge successful data capture
 - g. Record digital images of debris, location, and / or other images selected by user.
2. Duplicate databases for internet and government use
3. Only two elements of the traditional debris paper load ticket (debris type and load call) are manually entered.
4. Uses GPS & GIS technologies to automatically determine the most direct haul route from loading site to disposal site and records mileage.
5. Evaluation of daily event status, production information, and performance information using web-based reporting, off the shelf software, and GIS tools.
6. Coordination of contractor invoices, FEMA documentation and applicant payment processes enabled thru an integrated database management system.
7. The ticket/tower applications at a minimum must include:
 - a. Ticket/tower monitor electronic registration
 - b. Generate, document, track, and manage unique encrypted identification data for employed personnel
 - c. Link designated ticket/tower personnel roles to a specific mission
 - d. The ability to edit ticket/tower personnel roles i.e., create, update and delete
 - e. Assign and track equipment used in debris hauling and reduction
 - f. Store ticket/tower personnel contact information relative to the mission
 - g. Track and Manage ticket/tower personnel role and status
 - h. Reject invalid ticket/tower personnel credentials
 - i. Reject invalid certification credentials
8. Truck certification is used to register authorized debris hauling vehicles and equipment. As a minimum, the following must be included:
 - a. A means of electronically registering authorized debris contractor vehicles and equipment
 - b. Link electronic registration to digital images
 - c. Identify mission and governmental entity
 - d. Document and record unique identification data for contractor vehicles and equipment
 - e. Utilize uniform measurements e.g. feet and inches
 - f. Capture vehicle volume
 - g. Utilize industry standard equations for all volume calculations
 - h. Capture drivers and certification team member unique identification number
 - i. Recertify vehicles
 - j. Recertified vehicles must be recorded in an audit table
 - k. Certification data must be associated to authorized system user
 - l. Reject vehicles which are not associated with current event and applicant
 - m. Capture vehicle audit records
 - n. Create a printed certification record
 - o. Administrative reporting capabilities

9. Completed ROW, ROE and Per-unit point of origin transactions must be received at the approved disposal site. At a minimum, the disposal site management application must provide the capability to:
 - a. Accept site configuration data at the beginning of each work day
 - b. Dynamically configure receiving application based on site configuration data
 - c. Display certification data and photo for ticket/tower personnel to perform a field audit of truck/trailer to assure they matches certification and placard number
 - d. Designate debris type
 - e. Record debris volume (based on unit of measure for the contract task order)
 - f. Identify original load data and create hard copy
 - g. Create load data record in internal storage
 - h. Create backup copy of internal storage
 - i. Continuously calculate and present real-time disposal site statistics
 - j. Re-print load ticket data
 - k. Preserve in its original state, then transmit daily transaction data
 - l. Associate ticket/tower personnel credentials with each received load
10. Perform administrative duties, verify vehicle audit information, display real-time collection volumes, and review ticket/tower personnel GPS audit logs. At a minimum, the field administrative applications must provide the capability to:
 - a. Change ticket/tower personnel identification roles and responsibilities
 - b. Review total CY counter value
 - c. Audit vehicle certification data
 - d. Validate/Invalidate equipment and personnel
 - e. Reinitiate security sequence for ticket/tower personnel
 - f. In tabular format, display the results of ticket/tower GPS audit files by limiting access to the internet data or by the government secure server
11. Transactional data must be summarized, validated, presented and audited to provide an overall status of mission performance. The Data Consolidation applications must facilitate billing, error reporting, performance tracking and graphical data preparation. At a minimum, the Data Consolidation tools must provide the capability to:
 - a. Accept transactional data sets from multiple debris location systems
 - b. Recognize multiple mission/applicant configurations
 - c. Grant access to authorized authenticated users or processes
 - d. Contain a master record of:
 - i. Roles and responsibilities
 - ii. Ticket/tower personnel credentials and other data
 - iii. Certification credentials and other data
 - iv. Mission data
 - v. Applicant data
 - vi. Geospatial data
 - vii. Street centerlines
 - viii. County outlines
 - ix. Population and demographic
 - x. Elevation
 - xi. Wetlands delineation
 - xii. Historic and Environmentally Sensitive areas
 - xiii. Debris work zones
 - xiv. Parcel data
 - xv. Land use
 - xvi. FEMA flood zones
 - e. Thematic mapping techniques to distinguish different data by color and/or symbol
 - f. Identify data attributes for a single point of data
 - g. Select one or many points of data
 - h. Calculate operational efficiency statistics such as:
 - i. Trip turnaround time
 - ii. Trip distance to disposal site (straight line projection)
 - iii. Average container fill percentage
 - iv. Average tower manager load call

- xvii. Load call trend data e.g., by tower managers, contractor, sub contractor, driver, etc.
- i. Multiple data selections generate tabular data reports
- j. Filter mechanisms to highlight geospatial data
- k. Role based security
- l. Prevent distributed data from being reprocessed for billing purposes
- m. Identify billing data sets based on parameters such as:
 - i. Time/Date
 - ii. Contractor/Subcontractor
 - iii. Debris type
 - iv. Debris disposal method (haul-in, reduction, open burn, incineration, haul-out, leave in place, etc.)
 - v. Haul distance
- n. Prevent modification to original data by unauthorized or unauthenticated users
- o. Insert audit records for modifications to original data by authorized, authenticated users

MIAMI-DADE COUNTY
BLANKET PURCHASE ORDER

BPO ID: ABCW1600270

PRINT DATE: 12/20/2017

PAGE: 01

** UPDATED/REVISED BPO **

VENDOR ID: 954148514
TETRA TECH INC

PRIME VENDOR SET ASIDE :
SUBVENDOR GOAL : 00%

SUITE # 1000
10306 EATON PLACE SUITE 340
FAIRFAX VA 22030

PRIME VENDOR COMMITMENT: 00%

SHIP TO:
AS SPECIFIED ON INDIVIDUAL ORDERS

PLEASE REFER ALL QUESTIONS
CONCERNING THIS ORDER TO:
VASILYEVA, NATALYA
(305) 375-4725

ITB ID	EXPR DATE	DISCOUNT TERMS	CONTRACT AMOUNT
	12/31/2020	NET30	90,375,000.00

BID NUMBER
RFP-00172

ITEM COMMODITY ID	U/M	UNIT COST
001 990-30		

DISASTER RELIEF SERVICES

----- END OF ITEM LIST -----

AUTHORIZED DEPTS/USERS

AUTHORIZED DEPT:
CALLER ID

CALLERS NAME

FR*****

DOLLAR LIMIT

ALLOCATION:
PHONE NUMBER

\$250,000.00

() -

MIAMI-DADE COUNTY
BLANKET PURCHASE ORDER

BPO ID: ABCW1600270

PRINT DATE: 12/20/2017

PAGE: 02

** UPDATED/REVISED BPO **

AUTHORIZED DEPT:		AUTHORIZED DEPTS/USERS		ALLOCATION:
CALLER ID	CALLERS NAME	ID*****	DOLLAR LIMIT	PHONE NUMBER
*****			\$25,000.00	() -

AUTHORIZED DEPT:		AUTHORIZED DEPTS/USERS		ALLOCATION:
CALLER ID	CALLERS NAME	PR*****	DOLLAR LIMIT	PHONE NUMBER
*****			\$15,000,000.00	() -

AUTHORIZED DEPT:		AUTHORIZED DEPTS/USERS		ALLOCATION:
CALLER ID	CALLERS NAME	SP*****	DOLLAR LIMIT	PHONE NUMBER
*****			\$100,000.00	() -

AUTHORIZED DEPT:		AUTHORIZED DEPTS/USERS		ALLOCATION:
CALLER ID	CALLERS NAME	SW*****	DOLLAR LIMIT	PHONE NUMBER
*****			\$75,000,000.00	() -

TERMS:

THIS IS A BLANKET PURCHASE ORDER COVERING PERIOD FROM 02/11/2016 TO 12/31/2020 DELIVERIES AGAINST THIS PURCHASE ORDER SHALL BE MADE IN QUANTITIES AND TIMES AS REQUESTED BY THE DEPARTMENT DURING SAID PERIOD. INVOICING SHALL BE ON A PER ORDER (DELIVERY) BASIS OR ON A MONTHLY INVOICE BASIS. ALL ITEMS IN ACCORDANCE WITH THE BID PROVISIONS AND SPECIFICATIONS AND THE VENDOR'S QUOTE OR BID. ESTIMATED QUANTITIES AND/OR DOLLARS ARE FOR RECORD PURPOSES ONLY. NO GUARANTEE IS EXPRESSED OR IMPLIED AS TO QUANTITIES AND/OR DOLLARS THAT WILL ACTUALLY BE PURCHASED. THE VENDOR ACCEPTS ALL RISKS ASSOCIATED WITH USING THIS INFORMATION.

** UPDATED/REVISED BPO **

AUTHORIZED SIGNATURE:

Natalya Vasilyeva

DATE:

12/20/17

***** LAST PAGE *****

SUPPLEMENT TO SERVICES CONTRACT BETWEEN MIAMI-DADE COUNTY AND TETRA TECH, INC.

The City of North Bay Village, Florida ("City") is accessing the above-mentioned Agreement to procure Disaster Debris Removal Monitoring Services. That certain Agreement titled "Contract No. RFP-00172 between Miami-Dade County ("County") and Tetra Tech, Inc. ("Tetra Tech")," made and entered effective as of February 11, 2016, is attached hereto and is incorporated by reference herein. This supplement to the Services Contract between the County and Tetra Tech includes North Bay Village, Florida legal requirements. The term of this Agreement is as stated in Article II of the County and Tetra Tech Agreement. The effective date of access by the North Bay Village, Florida is _____.

RECITAL

- A. The City authorized the City Manager to execute this Agreement in the form of a Supplement to Servicers Contract between Miami-Dade County and Tetra Tech, Inc. under the terms and conditions set forth herein, to include the City legal requirements.**

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, Tetra Tech and City agree as follows:

TERMS

- a) Recitals:**

The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

- b) Term:**

The term of this Agreement shall be as stated in Article II of the County and Tetra Tech Agreement.

- c) Tetra Tech's Responsibilities:**

- A. Tetra Tech shall execute its responsibilities as expressed within Appendix "A" (Scope of Services), of the County Services Contract.

- d) Audit And Inspection Rights And Retention Of Records:**

Tetra Tech hereby agrees and understands that the public and the City shall have access, at all reasonable times, to all documents and information pertaining to the City, subject to the provisions of Chapter 119, Florida Statutes, and any specific exemptions there from, and Tetra Tech agrees to allow access by the City and the public to all documents subject to disclosure under applicable law unless there is a specific exemption from such access. They City may, at reasonable times, access Tetra Tech's facilities, as the City deems reasonably necessary. Tetra Tech's failure or refusal to comply with the provisions of this section shall result in immediate termination of Tetra Tech by the City.

Pursuant to the provisions of Section 119.0701, Florida Statutes, Tetra Tech must comply with the Florida Public Records Laws, specifically Tetra Tech must:

- 1) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- 2) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

- 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- 4) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of Tetra Tech upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 5) All records stored electronically must be provided to the City in a format compatible with the information technology systems of the public agency.

The Inspection and Audit provisions set forth in Sections 18-101 and 18-102 of the City Code are deemed as being incorporated by reference herein and additionally apply to this Agreement.

Should Contractor determine to dispute any public access provision required by Florida Statutes, then Contractor shall do so at its own expense and at no cost to the City.

e) Ownership of Documents:

Tetra Tech understands and agrees that any information document, report or any other material whatsoever which is given by the City to Tetra Tech or which is otherwise obtained or prepared by Tetra Tech is and shall at all times remain the property of the City. Tetra Tech agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of the City, which may be withheld or conditioned by the City in its sole discretion.

Updated: Initial _____ Date_____

f) Independent Contractor:

This Agreement does not create an employee/employer relationship between the parties. It is the express intent of the parties that Tetra Tech is an independent contractor under this Agreement and not the City's employee or an agent of the City for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, any benefits under the City Pension Ordinances, and the State unemployment insurance law. Tetra Tech shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Tetra Tech's activities and responsibilities hereunder. Tetra Tech agrees that it is a separate and independent enterprise from the City, that it has full opportunity to find other business, that it makes its own investment in its business, and that it will utilize a high level of skill necessary to perform the work.

This Agreement shall not be construed as creating any joint employment relationship, joint venture partnership or other affiliated entity status between Tetra Tech and the City and the City will not be liable for any obligation incurred by Tetra Tech, including but not limited to unpaid minimum wages and/or overtime premiums.

In this regard the City is not responsible for any debts, defaults, acts or omissions of Tetra Tech or its officials, agents, servants and employees.

g) Entire Agreement:

This Agreement and its attachments constitute the sole and only agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement constitutes the sole and entire Agreement between

the parties hereto. No modification shall or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties hereto.

h) Default:

If Tetra Tech fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Tetra Tech shall be in default. Upon the occurrence of a default hereunder the City Manager, in addition to all remedies available to it by law, may immediately upon written notice to Tetra Tech, terminate this Agreement. Tetra Tech understands and agrees that termination of this Agreement under this section shall not release Tetra Tech from any obligation(s) accruing prior to the effective date of termination. Should Tetra Tech be unable or unwilling to perform its part of this Agreement, then, in addition to the foregoing, Tetra Tech shall be liable to the City for all expenses incurred by the City in preparation and negotiation of this Agreement, as well as all costs and expenses incurred by the City in the re-procurement of the Services, including consequential and incidental damages.

i) Resolution of Contract Disputes:

Tetra Tech understands and agrees that all disputes between Tetra Tech and the City shall be submitted to the City Manager for his/her discretion, prior to Tetra Tech being entitled to seek judicial relief in connection therewith. In the event that the amount of compensation hereunder exceeds \$25,000, the City Manager's decision shall be approved or disapproved by the City Commission. Tetra Tech shall not be entitled to seek judicial relief unless: (i) it has first received the City Manager's written decision, approved by the City Commission if the amount of compensation hereunder exceeds \$25,000, or (ii) a period of sixty (60) days has expired, after submitting to the City Manager a detailed statement of the dispute, accompanied by all supporting documentation ninety (90) days if City Manager's decision is subject to City Commission approval); or (iii) City has waived compliance with the procedure set forth in this section by written instruments, signed by the City Manager

j) Notices:

All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by giving notice in the manner herein provided. Notice shall be deemed given on the day on which personally delivered; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

TO THE CITY:

Ralph Rosado, PhD, AICP
City of North Bay Village
Interim Village Manager,
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141
Office: 305.756.7171, ext. 66
rrosado@nbvillage.com

TO TETRA TECH:

Attn: Betty Kamara
Tetra Tech, Inc.
2301 Lucian Way, Suite 120
Maitland, FL 32751
Mobile 407.803-2551
betty.kamara@tetrattech.com

k) Applicable Law, Venue and Attorney's Fees:

This Agreement with the City will be governed by and construed under the laws of the State of Florida regardless of choice or conflict of laws principles. Venue in any proceedings between Tetra Tech and the City will be in a court of competent jurisdiction located in Miami-Dade County, Florida. Each party shall bear their own respective attorney's fees.

l) Laws and Ordinances:

Tetra Tech shall be responsible and agrees to follow and observe all applicable laws, rules, regulations, codes and ordinances of the City, County, State, Federal governments or other public agencies having jurisdiction over the subject matter of this Agreement relating to the activities, undertakings and operations being conducted pursuant to this Agreement.

m) Authority:

Each individual executing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by and to bind the Party on whose behalf such individual is executing.

n) Severability:

To the extent provided by law, any provision of this Agreement that is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

o) Equal Employment Opportunity:

In the performance of this Agreement, Tetra Tech shall not discriminate against any firm, employee or applicant for employment or any other firm or individual in providing services because of sex, age, race, color, religion, ancestry, disability, or national origin.

p) Insurance:

During the course of performance of the services under this agreement, Contractor will maintain the following insurance coverages:

Worker's Compensation	Statutory
Employer's Liability	U.S. \$1,000,000
Commercial General Liability	U.S. \$1,000,000 per occurrence
	U.S. \$1,000,000 aggregate
Comprehensive General Automobile	U.S. \$1,000,000 combined single limit
Professional Liability	U.S. \$1,000,000 per claim and in the aggregate

Before beginning any work, Contractor shall deliver to the City, a Certificate of Insurance evidencing that the above coverages are in effect as well as naming Client as an Additional Insured. An Additional Insured Endorsement must accompany the Certificate of Insurance. Such coverage will not be canceled or materially changed without thirty (30) days written notice.

q) Nondiscrimination: Tetra Tech represents and warrants to the City that Tetra Tech does not and will not engage in discriminatory practices and that there shall be no discrimination on account of race, color, sex, religion, age, handicap, marital status or national origin. Tetra Tech further covenants that no

individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

r) Cancellation for Convenience:

The City, acting by and through its City Manager, shall have the right to terminate this Agreement, in its sole discretion, and without penalty, at any time, by giving written notice to Tetra Tech at least thirty (30) calendar days prior to the effective date of such termination. In such event, the City shall pay to Tetra Tech compensation for Services rendered and approved expenses incurred prior to the effective date of termination. In no event shall the City be liable to Tetra Tech for any additional compensation and expenses incurred, other than that provided herein, and in no event shall the City be liable for any consequential or incidental damages. Tetra Tech shall have no recourse or remedy against the City for a termination under this subsection except for payment of fees due prior to the effective date of termination.

s) Assignment:

Tetra Tech was selected for these services due to their particular and unique experience in the subject matter of this Agreement which Agreement is not freely assignable or transferable. This Agreement shall not be assigned, sold, transferred, or otherwise sold, by Tetra Tech, in whole or in part, and Tetra Tech shall not assign any part of its operations, without the prior written consent of the City Manager, which may be denied, withheld or conditioned, in the City's sole discretion through the City Manager. Tetra Tech shall have no recourse from the City Manager's refusal to approve this Assignment, other than to cancel the Agreement in the manner provided by subsection (i) above.

t) Mediation:

This parties may, at their discretion, agree in writing to resolve any dispute between them arising under this Agreement by submitting such dispute to non –binding mediation by a certified mediator in Miami-Dade County, Florida. The parties shall split the cost of the mediator. The decision of the mediator shall not be binding.

u) Contingency Clause:

Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and the Agreement is subject to amendment or termination due to lack of funds, reduction of funds, failure to allocate or appropriate funds, and/or change in applicable laws, city programs or policies, or regulations, upon thirty (30) days written notice.

v) Force Majeure:

A "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo. In the event that either party is delayed in the performance of any act or obligation pursuant to or required by the Agreement by reason of a Force Majeure Event, the time for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such party is actually delayed by such Force Majeure Event. The party seeking delay in performance shall give notice to the other party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any party seeking delay in performance due to a Force

Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other party to overcome any delay that has resulted.

w) City Not Liable for Delays:

Tetra Tech hereby understands and agrees that in no event shall the City be liable for, or responsible to Tetra Tech or any subcontractor, or to any other person, firm, or entity for or on account of, any stoppages or delay(s) in work herein provided for, or any damages whatsoever related thereto, because of any injunction or other legal or equitable proceedings or on account of any delay(s) for any cause over which the City has no control.

x) Use of Name:

Tetra Tech understands and agrees that the City is not engaged in research for advertising, sales promotion, or other publicity purposes. Tetra Tech is allowed, within the limited scope of normal and customary marketing and promotion of its work, to use the general results of this project and the name of the City. Tetra Tech agrees to protect any confidential information provided by the City and will not release information of a specific nature without prior written consent of the City Manager or the City Commission.

y) No Conflict of Interest:

Tetra Tech hereby certifies to the City that no individual member of Tetra Tech, no employee, and no subcontractors under this Agreement or any immediate family member of any of the same is also a member of any board, commission, or agency of the City. Tetra Tech hereby represents and warrants to the City that throughout the term of this Agreement, Contractor, its employees, and its subcontractors will abide by this prohibition of the City Code.

z) No Third-Party Beneficiary:

No persons other than Tetra Tech and the City (and their successors and assigns) shall have any rights whatsoever under this Agreement.

aa) Survival:

All obligations (including but not limited to indemnity and obligations to defend and hold harmless) and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement shall survive such expiration or earlier termination.

bb) Indemnification:

Tetra Tech shall indemnify, covenant not to sue, defend (at its own cost and expense) and hold harmless the City and its officials, employees and agents (collectively referred to as "Indemnitees"), from and against all losses, costs, penalties, fines, damages, claims, expenses (including attorney's fees and investigative costs) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with reckless or intention wrongful misconduct of any Indemnitees, or the failure by Tetra Tech to comply with any of the provisions hereof, specially Tetra Tech's obligation to comply with all applicable statutes, ordinances, codes, rules, or other regulations or requirements in connection with this Agreement. This indemnification/ hold harmless/ duty to defend shall survive the term of this Agreement.

cc) Truth-in-Negotiation Certification, Representation and Warranty:

Tetra Tech hereby certifies, represents and warrants to the City that on the date of Contractor's execution of this Agreement, and so long as this Agreement shall remain in full force and effect, the wage rates and other factual unit costs supporting the compensation to Tetra Tech under this Agreement are and will continue to be accurate, complete, and current. Tetra Tech understands, agrees and acknowledges that the City shall adjust the amount of the compensation and any additions thereto to exclude any significant sums by which the City determines the contract price of compensation hereunder was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year of the end of this Agreement, whether naturally expiring or earlier terminated pursuant to the provisions hereof.

dd) Successors and Assigns: This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

ee) Counterparts:

This Agreement may be executed in three or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same agreement.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized.

TETRA TECH, INC.

CITY OF NORTH BAY VILLAGE, FLORIDA

BY: _____
Jonathan Burgiel
Business Unit President

BY: _____
Name:
Title:

DATE: _____

DATE: _____



North Bay Village Recommendation Memorandum

DATE: June 11, 2019

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Jose Olivo, Public Works Director

THROUGH: Ralph Rosado, PhD, AICP, Interim Village Manager

SUBJECT: Utility Sanitary Sewer System Model

REQUEST

Retain the professional engineering services of Kimley, Horn & Associates (KHA) to develop a sanitary sewer system model to meet Miami Dade County regulatory requirements. KHA will develop a Sanitary Sewer System Model per the Miami-Dade County Consent Decree, Chapter 24, Section 24.42.2 (7).

BACKGROUND AND ANALYSIS

Per Miami-Dade County Consent Decree, Chapter 24, Section 24.42.2 (7) a sanitary sewer hydraulic model is required by all utility owned or operated sanitary sewer collection systems to participate in the county-wide, regional computerized collection and transmission system model. The hydraulic model will be used to assist in determining the impact of system modifications, upgrades, and expansions to transmission system capacity and collection system performance as well as the development of O&M procedures. As a result, the Public Works Department requested a proposal from KHA to develop a sanitary sewer system model to meet regulatory requirements of the Miami Dade County Consent Decree, Chapter 24, Section 24.42.2 (7). A copy of which proposal is attached.

Additionally, a hydraulic sanitary sewer system model report was due April 30, 2019 to Miami Dade County Department of Regulatory and Economic Resources (RER) and the Division of Environmental resources Management (DERM) for compliance. As such, the Public Works Department considers that it would benefit the Village to retain KHA to complete this task in timely fashion since the firm is currently under contract for the design of new sanitary sewer pump stations and sanitary sewer system rehabilitation, which data will be readily available for use as part of the model development. Furthermore, by approving this work, the Village may report to RER and DERM there good faith effort to comply with the County's regulatory requirement.

FINANCIAL IMPACT

\$28,700. Funding for these services are budgeted in FY 2018-19 Sewer account no. XXXX

BUGETARY IMPACT (Finance Dept.)

PERSONNEL IMPACT

None

RECOMMENDATION

In order to meet Miami Dade County regulatory requirements per Consent Decree, Chapter 24, Section 24.42.2 (7), the Public Works Department respectfully requests authorization for the Village Manager to execute a work order for Kimley Horn and Associates to develop a sanitary sewer system model for the negotiated lump sum amount of \$28,700.

PROJECT AGREEMENT

Between

NORTH BAY VILLAGE

And

KIMLEY-HORN AND ASSOCIATES, INC.

For

Work Authorization No. 19-03

Sanitary Sewer System Model

PROJECT AGREEMENT

Between

NORTH BAY VILLAGE

And

KIMLEY-HORN AND ASSOCIATES, INC.

For

Work Authorization No. 19-03

Sanitary Sewer System Model

Pursuant to the provisions contained in the "Continuing Services Agreement for Professional Engineering Services" (hereinafter referred to "CONTINUING SERVICES AGREEMENT") between the NORTH BAY VILLAGE (hereinafter referred to as "VILLAGE") and KIMLEY-HORN AND ASSOCIATES, INC. (hereinafter referred to as "CONSULTANT") dated April 11, 2006, this Project Agreement authorizes the CONSULTANT to provide the services as set forth below.

The VILLAGE and the CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The VILLAGE has requested that the CONSULTANT develop a Sanitary Sewer System Model based on the Miami-Dade County Consent Decree, Chapter 24, Section 24.42.2 (7). The hydraulic model is required by all utility owned or operated sanitary sewer collection systems to participate in the county-wide, regional computerized collection and transmission system model. The CONSULTANT will prepare the sanitary sewer system model in Bentley SewerGEMS. Additional information is provided in the "Project Description" attached as Exhibit "1."

1.2 The "Scope of Services" and tasks to be provided by the CONSULTANT for this Project are those services and tasks as listed in Exhibit "2."

1.3 The VILLAGE may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

As part of the Scope of Services the CONSULTANT shall provide to the VILLAGE the following Deliverables:

See “Scope of Services” as listed in Exhibit “2.”

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

3.1 **Term.** This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect until the project is completed, unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The VILLAGE Manager, in his sole discretion, may extend the term of this Agreement through written notification to the CONSULTANT. Such extension shall not exceed 90 days. No further extensions of this Agreement shall be effective unless authorized by the VILLAGE Commission

3.2 **Commencement.** The CONSULTANT’S services under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notification of Commencement (“Commencement Date”) provided to the CONSULTANT from the VILLAGE. The CONSULTANT shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notification of Commencement. The CONSULTANT must receive written notice from the VILLAGE Manager prior to the beginning the performance of services.

3.3 **Contract Time.** Upon receipt of the Notification of Commencement, the CONSULTANT shall commence services to the VILLAGE on the Commencement Date, and shall continuously perform services to the VILLAGE, without interruption, in accordance with the time frames set forth above. The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, not to exceed one hundred fifty (150) days from the Commencement Date, shall constitute the Contract Time.

3.4 All limitations of time set forth in this Agreement are of the essence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 **Lump Sum Compensation.** VILLAGE agrees to pay the CONSULTANT as compensation for performance of all services as related to the Project a Lump Sum of \$28,700.00. It is understood that the method of compensation is that of Lump Sum which means that the CONSULTANT shall perform all services set forth for total compensation in the amount stated above. Said Lump Sum includes compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

4.2 **Reimbursables.** It is acknowledged and agreed to by the CONSULTANT that the lump sum set forth in Section 4.1 includes Direct Expenses and describes the maximum extent of, VILLAGE'S obligation to reimburse the CONSULTANT for direct, nonsalary expenses, but does not constitute a limitation of any sort, upon the CONSULTANT's obligation to incur such expenses in the performance of services hereunder.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 Invoices

5.1.1 **Lump Sum Compensation.** The CONSULTANT shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule as shown on Exhibit "3", attached hereto and made a part of this Agreement. Invoices for each phase shall not exceed the amounts allocated to said phase.

5.2 **Disputed Invoices.** In the event that all or a portion of an invoice submitted to the VILLAGE for payment to the CONSULTANT is disputed, or additional backup documentation is required, the VILLAGE shall notify the CONSULTANT within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The CONSULTANT shall provide the VILLAGE with a written response and any additional information requested by the VILLAGE within five (5) working days of the date of the VILLAGE'S notice. The VILLAGE may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONSULTANT. The VILLAGE, at its sole discretion, may pay to the CONSULTANT the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 **Suspension of Payment.** In the event that the VILLAGE becomes credibly informed that any representations of the CONSULTANT, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of this Project Agreement, the VILLAGE may withhold payment of sums then or in the future otherwise due to the CONSULTANT until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the VILLAGE's reasonable satisfaction.

5.4 **Final Payment.** Submission of the CONSULTANT'S invoice for final payment and reimbursement shall constitute the CONSULTANT'S representation to the VILLAGE that, upon receipt from the VILLAGE of the amount invoiced, all obligations of the CONSULTANT to others, including its consultants, incurred in connection with the Project, shall be paid in full. The CONSULTANT shall deliver to the VILLAGE all documents requested by the VILLAGE evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of any and all claims against the VILLAGE by the CONSULTANT.

SECTION 6. TERMINATION/SUSPENSION

6.1 **For Cause.** This Agreement may be terminated by either party upon three (3) calendar days' written notice to the other party should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that the CONSULTANT abandons this Agreement or causes it to be terminated by the VILLAGE, the CONSULTANT shall indemnify the VILLAGE against any loss pertaining to this termination. In the event that the CONSULTANT is terminated by the VILLAGE for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 of this Project Agreement and the provision of Section 6.2 shall apply.

6.2 **For Convenience.** This Agreement may be terminated by the VILLAGE for convenience upon five (5) calendar days' written notice to the CONSULTANT. In the event of termination, the CONSULTANT shall incur no further obligations in connection with the Project and shall, to the extent possible terminate any outstanding subconsultant obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the VILLAGE and reimbursable expenses incurred prior to the date of termination. In such event, the CONSULTANT shall promptly submit to the VILLAGE its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 5.1. Under no circumstances shall the VILLAGE make any payment of profit to the CONSULTANT for services which have not been performed.

6.3 **Assignment upon Termination.** Upon termination of this Project Agreement, the work product of the CONSULTANT shall become the property of the VILLAGE and the CONSULTANT shall, within ten (10) working days of receipt of written direction from the VILLAGE, transfer to either the VILLAGE or its authorized designee, a copy of all work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and data in the possession of the CONSULTANT pertaining to this Project Agreement. Upon the VILLAGE'S request, the CONSULTANT shall additionally assign its rights, title and interest under any subcontractor's agreements to the VILLAGE.

6.4 **Suspension for Convenience.** The VILLAGE shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever or without reason, for a cumulative period of up to 30 calendar days. If any such suspension is directed by the VILLAGE, the CONSULTANT shall immediately comply with same. In the event the VILLAGE directs a suspension of performance as provided for herein, through no fault of the CONSULTANT, the VILLAGE shall pay to the CONSULTANT as full compensation for such suspension the CONSULTANT'S reasonable cost, actually incurred and paid, of demobilization and remobilization.

SECTION 7. PERSONNEL ASSIGNED TO PROJECT

7.1 The CONSULTANT shall assign only qualified personnel to perform any services concerning this Project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated:

NAME	FUNCTION
<u>Gary R Ratay</u>	<u>Project Manager</u>
<u>Barton Fye</u>	<u>Professional Engineer</u>
<u>Maggie Giraldo</u>	<u>Engineer</u>
<u>Erin Emmons</u>	<u>GIS Specialist</u>
<u>Shanda Layne</u>	<u>Administrative</u>
<u>Casie Crozier</u>	<u>Administrative</u>

So long as the individuals named above remain actively employed or retained by the CONSULTANT, they shall perform the functions indicated next to their names. Furthermore, the VILLAGE reserves the right to reject any proposed substitution for any of the above-named individuals, and the VILLAGE shall have the further right to require that any individual assigned to the Project by the CONSULTANT be removed from the Project and reassigned for good cause.

SECTION 8. INCORPORATION OF CONTINUING SERVICES AGREEMENT

All terms and conditions of the “Continuing Service Agreement” between the VILLAGE and the CONSULTANT dated April 11, 2006, not specifically modified by this Project Agreement shall remain in full force and effect and are incorporated into and made a part of this Project Agreement by this reference as though set forth in full.

SECTION 9. SEVERABILITY

If any provision of this Project Agreement or its application to any person or situation shall to any extent, be invalid or unenforceable, the remainder of this Project Agreement, and the application of such provisions to persons or situations other than those to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

(THE REST OF THIS PAGE IS LEFT BLANK INTENTIONALLY)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: The VILLAGE, signing by and through its _____, attested to by its VILLAGE Clerk, duly authorized to execute same, and by the CONSULTANT, by and through its Senior Associate, duly authorized officer to execute same.

ATTEST:

NORTH BAY VILLAGE

Village Clerk

By: _____

Date: _____

APPROVED AS TO FORM:

Village Attorney

ATTEST:

KIMLEY-HORN AND ASSOCIATES, INC.

Secretary

By: _____
Gary R. Ratay, P.E.

Print Name

Date: _____

(CORPORATE SEAL)

WITNESSES:

Print Name: _____

Print Name: _____

Exhibit “1”

Project Description

The VILLAGE has requested that the CONSULTANT develop a Sanitary Sewer System Model based on the Miami-Dade County Consent Decree, Chapter 24, Section 24.42.2 (7). The hydraulic model is required by all utility owned or operated sanitary sewer collection systems to participate in the county-wide, regional computerized collection and transmission system model. The hydraulic model will be used to assist in determining the impact of system modifications, upgrades, and expansions to transmission system capacity and collection system performance as well as the development of O&M procedures.

Based on existing wastewater system files, the CONSULTANT will prepare a Sanitary Sewer System Model in Bentley SewerGEMS. This scope of work will also include coordination with Miami-Dade County Department of Environmental Resource Management (DERM) for model compliance and Miami-Dade Water and Sewer Department (MDWASD) for operational data. The CONSULTANT will require assistance from the VILLAGE to obtain wastewater master meter operating conditions and billing data from MDWASD.

Exhibit “2”

Scope of Services

The professional services for this project will include the following:

Task 1 – Data Collection

- 1.1 The CONSULTANT will attend two (2) coordination meetings with VILLAGE staff to discuss the project goals and hydraulic model requirements as well as transmission system, collection system, and pump station details based on previously completed projects. The CONSULTANT will obtain information from the VILLAGE such as current water/wastewater use and billing data. The CONSULTANT will coordinate with DERM staff to discuss Sanitary Sewer Hydraulic Model submittal requirements.
- 1.2 The CONSULTANT will work with VILLAGE staff and MDWASD staff to obtain operating conditions and system pressures associated with the VILLAGE/MDWASD wastewater connection location. It is assumed the VILLAGE will assist in coordinating with MDWASD staff to obtain system data as needed.

Task 2 – Sanitary Sewer System Model

2.1 Hydraulic Model Development:

- The CONSULTANT will create a Bentley SewerGEMS hydraulic model network of the existing sanitary sewer collection system and force main transmission system based on the latest Atlas, AutoCAD, GIS, and Asbuilt information. The hydraulic model will consist of:
 - Existing pipes that are 4-inch in diameter and larger
 - Junctions associated with pipes
 - Valves
 - Pump stations
- The CONSULTANT will use pump station operating pressure data and pressure data from MDWASD’s master meter as reservoirs to model the VILLAGE’s system.
- The CONSULTANT will review water and wastewater billing data and pump station design results to determine an appropriate average daily flow and maximum daily flow for the VILLAGE’s model.
- The intent of the model is to predict during expected peak flow conditions, the flow in force main and major gravity mains, hydraulic pressures in the force main system, flow capacity at each pump station, peak pumping rates, the likelihood of sanitary sewer overflows (SSO’s), and potential surcharge conditions.

- As part of DERM requirements, the model must be calibrated. The intent of the calibration portion of this scope of work is to calibrate only a representative sampling of the significant transmission system that can be easily hydraulically isolated. This will be done based on water use and pump station operations. Flow and pressure test equipment, if required, will be the responsibility of the VILLAGE.
- The CONSULTANT will develop a field testing plan associated with calibrating the model. The field testing process will require VILLAGE staff assistance. It is assumed that up to two (2) CONSULTANT staff members for up to two (2) field days will be required for the testing plan development and field testing task. We will require VILLAGE operations staff to assist us during these two (2) days to operate pump stations and assist in flow/pressure measurements.
- The CONSULTANT will compile and use the collected data to calibrate the existing pipes in the hydraulic model. The friction factors of the tested pipes will be adjusted based on the results of the field testing. If the calibration testing indicates that the friction factor should be consistently adjusted lower or higher for the tested pipes, the same adjustment will be performed for the non-tested pipes.

2.2 Sanitary Sewer System Model Submittal:

- Once the model is calibrated, the CONSULTANT will develop and run one steady state scenario for illustrate model performance. The CONSULTANT will assist the VILLAGE with DERM's submittal requirement associated with the Sanitary Sewer System Model and provide a certification that the model was prepared under the supervision of a Professional Engineer. DERM also requires that the Sanitary Sewer System Model be updated at intervals of no more than five years. This scope of work does not include those services as this time.
- The CONSULTANT will provide the VILLAGE the hydraulic model in electronic format as well as the output files from the steady state run. If the VILLAGE plans to own and operate the model, the VILLAGE will be responsible for purchasing a SewerGEMS software license as well as installing the software on VILLAGE computers.

Task 3 - Additional Services

3.1 Items not included in this Scope of Work, but can be provided as an additional service:

- Modeling scenarios for future developments
- Calibration of model beyond the scope as defined above
- Field survey services
- Field testing equipment if needed
- VILLAGE training on the model

DELIVERABLES

A Sanitary Sewer System Model submittal to DERM associated with the VILLAGE's existing sanitary sewer collection and force main system in SewerGEMS.

SCHEDULE

The CONSULTANT will provide our services as expeditiously as practicable and will commence work within ten calendar days following receipt of a notice to proceed.

Exhibit “3”

Payment Schedule

The CONSULTANT will complete this scope of services for the lump sum amount of \$28,700.00. The following is a breakdown of the lump sum fee for reference:

Task	Description	Labor Fee
1	Data Collection	\$3,600.00
2.1	Hydraulic Model Development	\$21,800.00
2.2	Sanitary Sewer System Model Submittal	\$3,300.00
TOTAL LUM SUM FEE.....		\$28,700.00

Sec. 24-42.2. - Sanitary sewer collection and transmission systems.

- (1) *Reference Documents.* The following documents, as amended from time to time, shall be used as a reference for the requirements set forth in this Section:
 - (a) U.S. EPA's Sewer System Infrastructure Analysis and Rehabilitation Handbook (October 1991, EPA/625/6-91/030).
 - (b) EPA's Handbook: State of Technology Report for Force Main Rehabilitation, EPA/600/R-10/10/044, March 2010.
 - (c) EPA's Handbook: Condition Assessment of Wastewater Collection Systems (State of Technology Review Report), EPA/600/R-09/049, May 2009.
 - (d) Existing Sewer Evaluation and Rehabilitation, WEF Manual of Practice No. FD-6, 1994.
 - (e) Design of Wastewater and Stormwater pumping Stations, WEF Manual of Practice No FD-4.
 - (f) Guide for Evaluating Capacity, Management, Operations, and Maintenance (CMOM) Programs at Sanitary Sewer Collection Systems, EPA 305-B-05-002.
 - (g) Manpower Requirements for Wastewater Collection Systems in Cities and Towns of up to 150,000 Population, EPA 832-R-73-104.
 - (h) Manpower Requirements for Wastewater Collection Systems in Cities and Towns of 150,000 to 500,000 Population, EPA 832-R-74-102.
 - (i) Gravity Sanitary Sewer Design and Construction, WEF Manual of Practice No. FD-5, 2007.
 - (j) Wastewater Collection Systems Management, WEF Manual of Practice No. FD-7, 2009.
 - (k) Recommended Standards for Wastewater Facilities, Policies for the Design, Review, and Approval of Plans and Specifications for Wastewater Collection and Treatment Facilities. Health Research Inc., Health Education Services Division, Albany, NY, 2004.
 - (l) AWWA Standard for Installation of Ductile-Iron Water Mains and their Appurtenances, ANSI/AWWA C600-82, American Water Works Association.
- (2) *New sanitary sewer system requirements.* All new sanitary sewer systems shall be designed, constructed, tested and operated in accordance with the latest editions of the reference documents listed in Section 24-42.2(1).
- (3) *Existing gravity sanitary sewer requirements.*
 - (a) Each utility or non-utility owned or operated sanitary sewer collection system shall be evaluated in order to identify and reduce infiltration and inflow into the sanitary sewer collection system to less than five thousand (5,000) gallons per inch pipe diameter per day per mile of pipe and laterals. The utility or non-utility shall implement a sewer system evaluation survey (SSES) and submit a report summarizing the findings of the SSES to the Department for review and approval. SSES reports are due on or before each and every ten (10) year anniversary of November 12, 2002, the original due date required by this Chapter. Such evaluation activities shall consider the total length of the gravity sewer lines and associated manholes in the sanitary sewer collection system. Said report shall include, in addition to any of the above requirements, decision making criteria, procedures and protocols for prioritization of the evaluation of gravity sewer lines and associated manholes, and selected rehabilitation methods to be used if the infiltration and inflow into the sanitary sewer collection system is greater than or equal to five thousand (5,000) gallons per inch pipe diameter per day per mile of pipe and laterals. Any and all rehabilitation work proposed to correct deficiencies identified during the SSES shall be completed within four (4) years after the submission of the SSES report. A second report, noting the completion of this work and describing the testing done showing compliance with the Code requirements, shall be submitted to the Department within four (4) years after the submission of the SSES report.

- (i) Flow testing for the SSES shall be done between June 1 and November 30 of the same calendar year, except as otherwise approved in writing by the Director or the Director's designee. In areas where the groundwater level is tidally influenced, the testing shall be carried out within two (2) hours of the local high tide.
 - (ii) In the event that implementation of the initial sewer system infiltration and inflow rehabilitation programs fail to achieve the performance standards established in this Section, the person responsible for the system's operation may, in lieu of performing additional rehabilitation, submit a cost-benefit analysis which analyzes the feasibility of performing additional rehabilitation to achieve said performance standards. If the Director or the Director's designee determines that there is no technically feasible, economically reasonable means of compliance, then no further rehabilitation shall be required during the current cycle.
- (b) Where an evaluation pursuant to this Section indicates that a private lateral is a source of infiltration or inflow, or both, to a utility or non-utility owned or operated sanitary sewer, the utility or non-utility shall report to the Director or the Director's designee the source of the infiltration or inflow within thirty (30) days from the date of discovery of said discharges. The property owner shall repair or replace the portion of private lateral which is the source of infiltration or inflow, or both, within ninety (90) days of notification. The Director or the Director's designee shall commence enforcement actions, if required, to cause the cessation of the infiltration or inflow.
- (c) Each utility or non-utility owned or operated sanitary sewer system shall provide the following reports to the Director or the Director's designee:
- (i) The daily average pump station operating time and the multiple and variable speed daily average pump station power consumption, as applicable, for each pump station in the sanitary sewer system shall be reported to the Director or the Director's designee on a monthly basis no later than fourteen (14) calendar days after the end of the preceding monthly reporting period. The report shall be in such form as prescribed by the Director or the Director's designee. The report shall include an explanation for any single event, Act of God, or other documentable reason which leads to excessive pump station operating time or power consumption. The Director or Director's designee may exclude such data from the nominal average pump operating time calculations.
 - (ii) The existence of stormwater discharges into any utility or non-utility owned or operated sanitary sewer collection system shall be reported to the Director or the Director's designee within thirty (30) days from the date of discovery of said discharges. All stormwater discharges into sanitary sewers shall be corrected within six (6) months of discovery. The status of corrective actions to eliminate stormwater discharges into any sanitary sewer collection system shall be reported to the Director or the Director's designee semiannually, January 1 and July 1 of each year, by the person responsible for the operation of said system.
 - (iii) An annual report documenting all completed sewer system evaluations and rehabilitation work, as well as a schedule for any proposed rehabilitation work shall be submitted to the Director or the Director's designee no later than sixty (60) days after the end of each calendar year.
- (4) *Utility and non-utility identification requirements.*
- (a) Each pump in each and every pump station shall be provided with a properly functioning meter, which measures either elapsed pump operating time or power consumption for each pump station or the equivalent thereof as approved by the Director or the Director's designee.
 - (b) All pump stations shall be clearly marked with the identification number for the pump station and a 24-hour contact phone number for the operator of the pump station.
- (5) *Requirements for non-utility pump stations.*

- (a) All pump stations shall be inspected not less than quarterly, by duly licensed professionals in the relevant fields or trades, for the purpose of identifying any equipment malfunction and physical deficiencies that could lead to equipment malfunctions. All persons operating any and all sanitary sewer pump stations shall complete the correction of all equipment malfunctions and physical deficiencies that could lead to equipment malfunctions identified during the pump station inspections no later than six (6) months after the date during which the inspection was completed. If an equipment malfunction or physical deficiency causes or contributes to an overflow condition, correction or repair of the malfunction or deficiency shall be completed no later than sixty (60) days from the date that the overflow condition is identified.
 - (b) In the event that the person responsible for the operation of any sanitary sewer pump station determines that a pump station which has caused or contributed to an overflow condition, should be upgraded, rather than repaired as set forth in this Section, said person shall, within thirty (30) days of the date the overflow condition is identified, submit to the Director or the Director's designee for approval a plan for the upgrade along with a proposed schedule of implementation.
 - (c) All sanitary sewer collection systems shall be maintained in a manner so as to prevent or minimize the possibility of overflows.
 - (d) All sanitary sewer collection systems shall have a written maintenance plan including, but not limited to, inspection procedures, preventative maintenance schedules, corrective maintenance procedures, and reporting procedures.
 - (e) All pump stations shall, at a minimum, contain fully operable alarm or monitoring equipment which reports the following information:
 - (i) High water level alarms in wet wells;
 - (ii) Pump station power failures.
 - (f) All system operators shall monitor their systems in a manner that allows sufficient response time to correct the detected problem prior to overflow occurring and to minimize the extent of an overflow.
- (6) *Electronic Atlas.* Each utility shall provide an electronic sanitary sewer system atlas, in a format compatible with Miami-Dade County Water and Sewer Department's electronic atlas and approved by the Director or the Director's designee, which shall be submitted to the Director or the Director's designee no later than January 6, 2016. The electronic atlas shall include delineation of all pump station basins (i.e., sewer service areas) and pump station locations (including X,Y coordinates); pump station specifications, which at a minimum shall include number of pumps, horsepower and pump drive type for each pump, flow rate and total dynamic head at rated operating point; emergency power supply; all gravity sewer lines, including diameter, material, and year installed; manholes and siphons with all inverts and rim elevations; force mains, including diameter, material, and year installed; valves, including air release, check, and isolating (plug, gate, butterfly, and ball valves); flow meters and other items as may be determined by the Director or the Director's designee.

Updates to the electronic atlas shall be submitted to the Director or the Director's designee annually. If no changes have been made to the WCTS, the Utility shall certify to the Department that no changes have been made during the previous year.

- (7) *Collection and transmission system model.* All utility owned or operated sanitary sewer collection systems shall participate in a County-wide, regional computerized collection and transmission system model or models to: i) assist in the development and implementation of operation and maintenance procedures to optimize transmission capacity within the collection system; and ii) evaluate the impact of infiltration and inflow rehabilitation programs, proposed system modifications, upgrades and expansions to the transmission capacity and performance of the collection system. The model or models for each collection and transmission system shall be updated at intervals of no more than five (5) years. The model for each utility shall be capable of predicting, during conditions of expected peak flow, the flow in each force main and major gravity main, the hydraulic pressure at

any point in any force main, the flow capacity at each pump station with and without the backup pump, the peak pumping rate at each station, and the likelihood and location of SSOs and surcharged conditions where the backup pump is out of service. The design and development and subsequent updates of the model or models required herein shall be approved by the Director or the Director's designee prior to implementation.

- (8) *CMOM requirements for utilities.* CMOM requirements set forth herein shall apply to all utilities, except that for requirements other than those of Sections 24-42.2(3)(a) and 24-42.2(9)(a), where a utility is required to implement CMOM requirements under a U.S. E.P.A. Consent Decree, the utility shall adhere to the requirements and timeframes stipulated by the U.S. E.P.A. Consent Decree until such time that the U.S. E.P.A. CMOM requirement is terminated or the U.S. E.P.A. Consent Decree is terminated. Upon U.S. E.P.A. CMOM requirement termination or Consent Decree termination, the utility shall continue to implement the requirements of the U.S. E.P.A. approved CMOM requirements as enforceable requirements of this section and shall be reviewed and updated annually by the utility and submitted as a CMOM Plan to the Director on or before February 15 of each year. If the utility proposes no changes, the utility shall submit a letter of no changes to the Director on or before February 15. The Director or Director's designee shall approve, approve with conditions or disapprove the CMOM Plan. If the Director or Director's designee disapproves the CMOM Plan, the utility shall resubmit the corrected CMOM Plan within sixty (60) days of disapproval notification.

Within one hundred and eighty (180) days of the effective date of this Section, each utility shall submit to the Department an approvable Plan of Compliance for the implementation of a CMOM program that shall include all the requirements set forth in Section 24-42.2(9) through (14). All of the staffing requirements not otherwise noted in Section 24-42.2(9) through (14), shall be satisfied within three hundred and sixty-five (365) days of the Director or Director's designee approving the Plan of Compliance.

If the Director or Director's designee disapproves the Plan of Compliance, the utility shall resubmit the corrected Plan of Compliance within sixty (60) days of notification. If the resubmitted Plan of Compliance is disapproved by the Director or Director's designee, the utility shall resubmit the corrected Plan within thirty (30) days of disapproval notification. If the utility does not provide the required documents within the times noted, or if the second resubmittal is determined to be inadequate, or the utility does not implement the actions proposed in a timely manner, the utility shall be determined to be nonresponsive. The Director or Director's designee shall not issue any certification of adequate transmission and treatment capacity for new additional sewage flow for any facility served by a utility determined to be nonresponsive. Once the Plan of Compliance is approved by the Director or the Director's designee, the utility shall implement the Plan of Compliance according to the schedules provided in Section 24-42.2(9) through (14) or as provided in the Plan of Compliance approved by the Director or the Director's designee.

- (9) *Sewer Overflow Response Plan (SORP).* All utilities shall develop and maintain a SORP requiring, at a minimum, the following:
- (a) Whenever a Sanitary Sewer Overflow (SSO) is identified, the utility shall provide the following reports:
- (i) Within four (4) hours of the utility's discovery of a SSO, the utility shall verbally report all SSOs to the Department's emergency phone number, providing the following information: location and source of the SSO, whether the release is ongoing, whether the release has reached surface water, and the estimated flow rate or total discharge.
 - (ii) Within twenty-four (24) hours of the utility's discovery of a SSO reaching waters of the United States or the State, or a SSO equal to or exceeding one thousand (1,000) gallons, or a SSO that will reasonably be expected to endanger public health or the environment, the utility shall verbally report the SSO to the FDEP by way of the State Warning Point Hotline, noting the location and volume of the overflow.
 - (iii) Within five (5) days of the utility's discovery of a SSO, the utility shall provide to the Department a written report containing the following:

1. The location of the SSO by street address, or any other appropriate method (i.e., latitude-longitude); and
2. The estimated date and time when the SSO began and stopped, or, if it is still an active SSO, the anticipated time to stop the SSO; and
3. All steps taken to respond to the SSO; and
4. The name of the receiving water, if applicable; and
5. An estimate of the volume (in gallons) of the sewage spilled; and
6. A description of the WCTS component from which the SSO was released (such as manhole, crack in pipe, pump station wet well or constructed overflow pipe); and
7. Subject to available information, an estimate of the SSO's impact on public health and to water quality in the receiving water body; and
8. The cause(s) or suspected cause(s) of the SSO; and
9. The date of the last SSO at the same point; and
10. All steps taken or to be taken to reduce, prevent, or eliminate reoccurrence of the SSO; and
11. A list of all notifications to the public and other agencies or departments; and
12. All steps taken or to be taken to clean up any surfaces that have been in contact and/or contaminated by the SSO.

If the SSO reaches waters of the United States or the State, or exceeds 1,000 gallons, or will reasonably be expected to endanger public health or the environment, the written report shall also be sent to the FDEP.

- (iv) Each utility shall provide a report to the Director or the Director's designee, within ninety (90) days of the start of the event, detailing all steps taken to prevent a reoccurrence of the event, including work order records from investigation and repair activities related to the SSO, and a list and description of complaints from customers or others regarding the SSO.
- (b) Each utility shall maintain, for not less than five (5) years, all records associated with each SSO. The implementation of the required records program shall be completed within six (6) months of approval of the Plan of Compliance.
- (c) Each utility shall provide and maintain a set of procedures for anticipated response to all SSOs to stop the SSO, repair the damaged component that caused the SSO, minimize the environmental impact, and minimize the chance of injury and health risk of SSOs. These procedures shall include, at a minimum, the following:
- (i) A detailed description of actions the utility will undertake to immediately provide notice to the public (through the local news media or other means including signs or barricades to restrict access) of a SSO; and
 - (ii) A detailed description of actions the utility will undertake to provide notice to appropriate local, state, and federal agencies/authorities; and
 - (iii) A detailed plan (including the development of responsive standard operating procedures) to minimize the volume of untreated wastewater transmitted to the portion of the WCTS impacted by the events precipitating the SSO to minimize the overflow volume; and
 - (iv) A detailed description of the utility's response to building backups, including the time frame for responses and the measures to be taken to clean up building backups caused by conditions in the utility's sewer system, including procedures necessary to disinfect and/or remove items potentially contaminated by building backups. This shall also include a description of the utility's follow-up process to insure adequacy of cleanup.

- (d) Each utility shall maintain a detailed plan of the resources to be used to correct or repair the conditions causing or contributing to the SSO.
 - (e) Each utility shall maintain a detailed plan to ensure its preparedness to respond to a SSO, including response training of utility employees and personnel of other affected agencies necessary for effective implementation of the SORP in the event of a SSO, and establish procedures and provide adequate training to response personnel to estimate SSO volumes. The required training shall be completed within six (6) months of approval of the Plan of Compliance, and a description of the training completed shall be included in the annual CMOM report described in Section 24-42.2(15).
 - (f) Each utility shall maintain a list of those SSO locations within the area of the WCTS served by each pump station that have been recorded as overflowing more than once within the previous twelve (12) month period and/or those locations at which a SSO is likely to occur first in the event of a failure at the pump station.
 - (g) Each utility shall maintain a description of pump station emergency bypass/pump-around strategies and procedures.
 - (h) Each utility shall provide an active public contact point, available twenty-four (24) hours a day for reporting overflows, with an established plan for activating a response to the overflow. Pump stations shall be marked with a twenty-four (24) hour contact number to report overflows and other problems.
 - (i) Each utility shall develop and maintain a rain event inspection route for inspections of known potential points of overflow. Locations shall be selected based on system construction and historical data (e.g., Rain Derived Infiltration Inflow (RDII), SSOs, and areas subject to stormwater and/or tidal flooding). The rain event inspection routes shall be created and submitted to the Director or the Director's designees within six (6) months of the approval of the Plan of Compliance.
- (10) *Information Management System (IMS)*. All utilities shall develop and maintain an IMS requiring, at a minimum, the following:
- (a) System component and functions:
 - (i) A management component to provide utility managers with guidance and instruction to adequately evaluate operations, personnel training and history, maintenance, customer service and sewer system rehabilitation activities so that overall sewer system performance can be determined and utility planning can be conducted. Management reports and standard management forms shall be used.
 - (ii) An operations function to provide utility managers and field supervisors with guidance to adequately track scheduled operational activities and to enhance operational performance. This component shall use operating reports, with standard operation forms for field personnel and shall provide for field supervisor review.
 - (iii) A maintenance function to provide utility managers and field supervisors with guidance to adequately track scheduled maintenance activities and enhance maintenance performance. This component shall use maintenance reports, with standard maintenance forms for field personnel and shall provide for field supervisor review.
 - (iv) The IMS programs shall be implemented within one year of approval of the Plan of Compliance. A summary, demonstrating that the IMS programs have been fully implemented, shall be submitted to the Department within eighteen (18) months of approval of the Plan of Compliance and thereafter included in the CMOM report.
 - (b) A description of information that will be entered into the system, and how it will be entered and recorded.
 - (c) A description of the management and work reports that will be generated from inputted data, including examples and frequency for review of the reports.

- (d) A set of standard forms to be used by field and management personnel.
 - (e) A description of how the records will be maintained.
 - (f) A description of the computer software to be utilized for the system and cited references for software training and procedures for utilizing the software.
 - (g) A Geographic Information System (GIS) map for the entire WCTS using software compatible with the GIS system used by Miami-Dade County, and a program for keeping the data current in this system, including as-built drawings and information, in an electronic format compatible with the GIS system used by Miami-Dade County which shall be made available to the Department by January 6, 2017, and annually thereafter. In addition to storing and displaying the existing WCTS data, the system shall, at a minimum, include the following capabilities:
 - (i) As-built drawings and information, including new and corrected asset attribute data.
 - (ii) A streamlined data entry process for new assets, including electronic as-built data and necessary standards so that all new assets are added to the GIS system within ninety (90) calendar days of their activation in the field.
 - (iii) The GIS shall interface with the hydraulic computer model used by the utility to model the WCTS to allow information to be efficiently exported to the model.
 - (iv) Provide a flagging process for investigators to note GIS inaccuracies.
 - (v) Provide for additional GIS training and refresher training.
 - (vi) Determination of all manhole rim elevations and sewer inverts at connections to manholes and pump stations and their inclusion into GIS via suitable as-built drawings, or GPS or traditional surveying field measurements.
 - (h) Development and implementation of performance indicators to provide utility managers with guidance to adequately evaluate data collected in the IMS for use in determining the condition of the sewer system and an evaluation of the utility's CMOM program. Performance indicators shall include, without limitation, the linear footage of gravity sewer line and force main inspections, the linear footage of gravity sewers cleaned, the number of manholes inspected, the number of manholes cleaned/maintained, the number of inverted siphons inspected, the number of inverted siphons cleaned/maintained, the number of SSOs per mile of gravity sewer, the number of SSOs per mile of force main, the number of SSOs per pump station, per capita wastewater flow, and such other performance indicators as the utility may suggest and the Department approve.
 - (i) Maintenance activity tracked by type (corrective, preventative, and emergency).
- (11) *Sewer System Asset Management Plan (SSAMP)*: All utilities shall develop and maintain an Asset Management Program requiring, at a minimum, the following:
- (a) A Current Condition Assessment of all Sewer System components shall be performed every five (5) years, including, but not limited to, pump station components, gravity sewer lines, manholes, siphons, aerial crossings, and force mains. Data gathered from the latest round of Infiltration/Exfiltration/Inflow (I/E/I) sewer assessments may be used as a baseline conditional assessment to meet this component for the first year. For future years, the evaluation shall be done according to the practices described in sections 24-42.2(12) through (14).
 - (b) A statement of the Level of Service (LOS) the utility intends to provide the customers it serves.
 - (c) Identification of Critical Assets within the sewer system that are absolutely necessary to have in service to maintain the developed LOS. This list shall be evaluated and updated as necessary at intervals of no more than five (5) years.
 - (d) Identification of minimum Life Cycle Cost (LCC) for each critical asset using Generally Acceptable Accounting Principles with all assumptions noted. The calculations of minimum LCC for each critical asset shall be repeated at intervals of no more than three (3) years.

- (e) A long-term funding plan to fully implement and pay for all identified LCCs for each critical asset. The long-term funding plan shall include all potential sources of revenue and the likelihood of securing funding from each source. Long term evaluation of costs and funding shall be done according to currently recognized accounting practices. The Department shall be immediately notified of any changes in the availability or disposition of any revenue sources. The long-term funding plan shall be submitted to the Department for review and approval within one year of approval of the Plan of Compliance and thereafter included in the annual CMOM report.
- (12) *Gravity Sewer System Operation and Maintenance (O&M) Program:* Each utility shall develop and maintain a gravity sewer system O&M program to address SSOs and blockages, particularly those caused by fats, oils and grease, roots, and debris. The program shall, at a minimum, include the following:
- (a) Written preventative O&M schedules and procedures which shall be scheduled appropriately and shall include, but not be limited to:
 - (i) Inspection and maintenance of all gravity sewers, manholes, and inverted siphons.
 - (ii) Identification and documentation of gravity sewers, manholes, and inverted siphons condition, including grease, roots, and debris accumulation.
 - (iii) Identification of maintenance needs.
 - (iv) Scheduling preventative maintenance work and cleaning which the utility may schedule in connection with the force main assessment program or the force main rehabilitation/replacement program.
 - (b) Engineering evaluation of potential sulfide and corrosion control options and control of other forms of deterioration which shall include potential problems and control options including a recommendation of preferred control methods. The engineering evaluation of required corrosion controls shall be completed and a report summarizing the findings and recommendations shall be submitted to the Department within one year of the approval of the Plan of Compliance.
 - (c) Prioritization for evaluation of gravity sewers based on size of pipe, locations of past SSOs, community input or other appropriate criteria. The prioritization for evaluation of the gravity sewers shall be completed and submitted to the Department within six (6) months of the approval of the Plan of Compliance.
 - (d) Inspection of gravity sewers, manholes, inverted siphons and easements, including inspection of river/creek/canal crossings, stream bank encroachment toward sewers, easement accessibility, including the need to control vegetative growth or encroachment of man-made structures or activities that could threaten the integrity of the affected gravity sewers, manholes, or inverted siphons. Inspections shall include written reports and photographic/video records where appropriate. Inspectors shall promptly report any evidence of past SSOs. Any observed SSO shall be promptly reported in accordance with the SORP.
 - (e) A schedule for the maintenance of easements.
 - (f) A staffing and funding plan sufficient in structure, skills, numbers and funding to allow completions of the operation and maintenance activities required by this Section. The staffing requirements for the collection system O&M shall be met within six (6) months of the approval of the Plan of Compliance. A staffing report, demonstrating that the staffing requirements have been met, shall be submitted to the Department within one year of the approval of the Plan of Compliance and thereafter included in the annual CMOM report.
 - (g) Data attributes for the mapping program allowing program data to be compared in the IMS against other pertinent data such as the occurrence of SSOs, including repeat SSO locations and permit violations.
 - (h) An inventory management system that includes:

- (i) A list of all critical equipment and critical spare parts, identifying each as stored by the utility or not stored by the utility; and
 - (ii) A list identifying where critical equipment and critical spare parts that are not stored by the utility may be secured to allow for timely repairs; and
 - (iii) Written procedures for annually updating the critical equipment and spare parts inventories in the inventory management system.
- (i) Monthly reports which list equipment problems and the status of work orders generated during the previous month.
 - (j) Storm event preparation and recovery plan.
- (13) *Pump Station Operations and Preventative Maintenance Program*: Each utility shall develop and maintain a pump station operations and preventive maintenance program to facilitate proper operation and maintenance activities associated with pump stations within the WCTS. The program shall, at a minimum, include the following:
- (a) Identification of the means and modes of communication between pump stations, field crews, and supervising staff.
 - (b) Technical specifications for each pump station within the utility WCTS including, at a minimum: number of pumps, horsepower and operating point of pumps, manufacturer and model and serial numbers for pumps, voltage and full load current for motors, pump speed(s), type and description of station controls, station type, type and size of station valves, generator type, if present, including prime mover, kilowatt rating, fuel type and capacity, and nominal voltage.
 - (c) A description of the monitoring system for each pump station which shall continuously monitor, report, and transmit information for each pump station. All utility owned or operated sanitary sewer collection systems shall be continuously monitored and recorded at a central location via a SCADA system, or equal. All pump stations shall report a minimum of high water level, power failure, low battery voltage, and remote signal failure. Pump stations with dry wells or pumps larger than twenty-five (25) horsepower shall also report operating hours after midnight, pump starts, wet well level, high and low level alarm set points, kilowatt power usage based on pump amperage, instantaneous and average station flow based on flow meter or calculated from pump amperage and discharge pressure, discharge pressure, high and low pressure alarm set points, intrusion alarm, and drywell flooding at drywell stations.
 - (d) Written preventative operations and maintenance schedules and procedures which shall be scheduled not less than monthly and shall include, but not be limited to:
 - (i) Written procedures for periodic service and calibration of instrumentation such as sensors, alarm systems, and remote monitoring equipment.
 - (ii) Predictive inspection and service for all pump stations including, but not limited to:
 1. Reading and maintaining records from elapsed time meters and pump start counters; and
 2. Observing and documenting wet well conditions.
 3. Checking and resetting as necessary system operating points.
 4. Checking and maintaining records of system pressure.
 5. Checking pump station SCADA system.
 6. Checking stand-by power sources.
 7. Checking motor electrical systems including, but not limited to, phase line voltages, quarterly checks of motor phase current draw and winding resistance; and
 8. Identifying maintenance needs.

- (e) Written standard emergency and reactive O&M procedures. The utility may use portable pumps, portable generators, or alternate power sources as it deems appropriate. The procedures shall, at a minimum, include:
 - (i) Criteria used to determine the need for emergency operations and maintenance.
 - (ii) Initiation/use of stand-by power or portable pumps, where applicable.
 - (iii) Evaluation of the need for additional equipment for emergency or reactive operations including, but not limited to, additional generators and portable pumps (for pump around operations).
 - (iv) Evaluation of the need for on-site standby power for each pump station.
 - (v) Establishment of standard forms, reporting procedures and performance measures for emergency and reactive operations and maintenance.
 - (f) Inventory Management System: Each utility shall provide an inventory management system that includes:
 - (i) A list of all critical equipment and critical spare parts, identifying whether each is stored by the utility or not stored by the utility.
 - (ii) A list identifying where critical equipment and critical spare parts that are not stored by the utility may be secured to allow for timely repairs.
 - (iii) Written procedures for annually updating the critical equipment and spare parts inventories in the inventory management system.
 - (g) Monthly reports which list equipment problems and the status of work orders generated during the previous month.
 - (h) A staffing and funding plan sufficient in structure, skills, numbers and funding to allow completions of the operation and maintenance activities required by this Section. The listing of required resource commitments including staffing, contractual support and equipment shall be submitted to the Department for review and approval within six (6) months of the Director or the Director's designee approval of the Plan of Compliance and shall thereafter be included in the annual CMOM report.
 - (i) Storm event preparation and recovery plan.
- (14) *Force Main Operations, Preventative Maintenance and Assessment/Rehabilitation Program.* Each utility shall develop and maintain a force main operations, preventive maintenance and assessment/rehabilitation program to facilitate proper operation and maintenance activities associated with force mains within the WCTS. The program shall include, at a minimum, the following:
- (a) Analysis of all utility force mains including an evaluation of corrosion and sulfide control options which shall include potential problems and corrosion control options including recommendations of preferred corrosion control methods.
 - (b) Inspection of force mains and easements, including inspection of river/creek/canal crossings, bank encroachment toward sewers, easement accessibility including control of vegetative growth and man-made structures. Inspections shall include written reports and photographic/video records where appropriate, and shall include any evidence of past SSOs. Any observed SSO shall be promptly reported in accordance with the SORP.
 - (c) A schedule and procedures for the maintenance of easements.
 - (d) A staffing and funding plan sufficient in structure, skills, numbers and funding to allow completions of the operation and maintenance activities required by this Section. The listing of required resource commitments including staffing, contractual support and equipment shall be submitted to the Department for review and approval within six (6) months of the approving the Plan of Compliance and thereafter included in the annual CMOM report.

- (e) Inventory Management System: Each utility shall provide an inventory management system that includes:
 - (i) A list of all critical equipment and critical spare parts, identifying whether each is stored by the utility or not stored by the utility.
 - (ii) A list identifying where critical equipment and critical spare parts that are not stored by the utility may be secured to allow for timely repairs.
 - (iii) Written procedures for annually updating the critical equipment and spare parts inventories in the inventory management system.
- (f) Monthly reports which list equipment problems and the status of work orders generated during the previous month.
- (g) A force main criticality assessment of the structural integrity of all utility force mains and the risk of critical failure to prioritize further assessment and/or rehabilitation/replacement. The assessment shall be based on previous assessment of the structural integrity of the force main, size, age, pipe material of the force main, length of the force main and availability of the nearest WCTS component which could handle flows from that force main in the event of failure, the operating pressure in the force main during peak flow events, and the availability of new pipe in the event of failure.
- (h) A force main prioritization report providing the result of the utility's force main criticality assessment, including a prioritized schedule for the implementation of the force main assessment program. The force main prioritization report shall be submitted to the Director or the Director's designee for review and approval.
- (i) A force main assessment program in accordance with the schedule set forth in the force main prioritization report. At a minimum, the force main assessment program shall include:
 - (i) Standard procedures and schedule for continual above-ground assessment of each force main in the WCTS, including standard forms for the visual assessment of force main routes and guidelines for assessment of unusual conditions, and
 - (ii) Standard procedures and schedule for continual assessment of each force main in the WCTS where it crosses a surface water body or drainage way. This section shall include standard forms for the visual assessment of force main routes and above ground conditions that may show structural or leakage issues with the force main, and
 - (iii) Standard procedures and schedules for inspecting and identifying force mains that are corroded or at risk of corrosion or other degradation, including a system for prioritizing repair of corrosion defects and corrosion identification forms, and
 - (iv) Standard procedures and schedules for monitoring existing cathodic protection measures on existing force mains, and detailed cathodic protection requirements for any newly installed force mains, and
 - (v) Standard procedures and schedules for implementing acoustic monitoring of the utility force mains including leak detection, acoustic monitoring for wire-breaks in prestressed concrete cylinder pipe, and sonar or ultrasonic monitoring for pipe defect analysis. Any information from this testing shall be used to establish a list of potential corrosion problems and need for rehabilitation of the force main to prevent future failures and SSO, and
 - (vi) Criteria for use of ground-penetrating radar to determine leaks, force main bedding conditions and/or force main bedding voids, and
 - (vii) Assessment of the feasibility and need of installation of parallel force mains to provide continuity of service in the event of a force main determined by the utility to be highly critical. Highly critical force mains include, but are not limited to, 24-inch diameter or larger force mains that, in the event of a failure, pose a significant impact to the environment, public health or safety, or economy, or any combination of those matters, as a result of not being able to be isolated, bypassed, or repaired before said impacts occur.

- (j) A force main rehabilitation/replacement program which shall include, at a minimum, the following:
 - (i) Standard procedures for repairing each force main in the WCTS that is deemed to be in need of repair pursuant to the force main prioritization report and/or force main assessment program. Repair technologies shall include, but not be limited to, open cut replacement of section(s) of pipe, spot repairs using cured-in-place pipe, mechanical sleeves or repair clamps, or joint repairs using internal sleeves or external devices.
 - (ii) Standard procedures for rehabilitating each force main in the WCTS that is deemed to be in need of rehabilitation pursuant to the force main prioritization report and/or force main assessment program. Rehabilitation technologies shall include, but not be limited to, spray-on linings, close fit linings, cured-in-place pipe, and woven hose linings.
 - (iii) Standard procedures for replacing each force main in the WCTS that is deemed to be in need of replacement pursuant to the force main prioritization report and/or force main assessment program. Replacement technologies shall include, but not be limited to, open cut replacement of pipe, slip-lining, pipe bursting, directional drilling, and micro-tunneling/pipe jacking.
- (k) Storm event preparation and recovery plan.
- (l) The assessment of all the force mains in the utility WCTS shall be completed and a report summarizing the findings of the assessment and a plan to remedy all deficiencies shall be submitted to the Department within six (6) months of the approval of the Plan of Compliance, and within six months of each five (5) year anniversary of the date of the approval of the Plan of Compliance. All force main deficiencies discovered in each assessment shall be remedied within fifty-four (54) months of the due date of the respective assessment.
- (15) *Annual CMOM Report.* Each utility shall provide, by January 31 of each year, beginning in 2016, an approvable report describing changes needed to update the utility's CMOM program for the upcoming year. The report shall include, at a minimum, the current staffing in all positions, new work required to maintain the utility's WCTS, new capital work identified in the previous year, training carried out in the previous year, SSOs from the system during the previous year and corrective actions for the SSOs, pump station and mains determined to have inadequate capacity during the previous year, the corrective plans for those pump station and mains, any changes in the funding sources level and availability, how the funding requirements for the previous year were met, and expected funding requirements for the upcoming year.

(Ord. No. 04-214, §§ 1, 5, 12-2-04; Ord. No. 08-55, § 2, 5-6-08; Ord. No. 14-29, § 1, 3-4-14; Ord. No. 15-88, § 3, 9-1-15)



North Bay Village

Administrative Offices

1666 Kennedy Causeway, Suite 300, North Bay Village, FL 33141

Tel: (305) 756-7171 | Fax: (305) 756-7722 | www.nbvillage.com

NORTH BAY VILLAGE RECOMMENDATION MEMORANDUM

DATE: June 11, 2019

TO: Mayor Brent Latham
Vice Mayor Marvin Wilmoth
Commissioner Jose Alvarez
Commissioner Andreana Jackson
Commissioner Julianna Strout

RECOMMENDED BY: Ralph Rosado, PhD, AICP Village Manager

PRESENTED BY: Ralph Rosado, PhD, AICP Village Manager

Re: Supporting application for the Florida Beautification Grant Program

REQUEST

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER OR HIS DESIGNEE TO APPLY FOR AND ACCEPT A BEAUTIFICATION GRANT, AND ENTER INTO A BEAUTIFICATION GRANT, LANDSCAPE CONSTRUCTION, AND MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS

The Florida Department of Transportation (FDOT) sponsors the Florida Highway Beautification Grant Program (the Program) each year. The Program, as defined in Rule Chapter 14-40, Part II, Florida Administrative Code, is a grant with a recommended match that will pay for landscaping along state rights of way. FDOT allows qualified agencies to apply for this annual highway beautification grant to enhance the attractiveness of roads on the State Highway System. Applications for this year's grant are due Tuesday, October 1, 2019. Each grant will be limited to a maximum of 10% of the total Department's beautification grants budget (estimated \$100,000.00).

The Village desires to apply for funding to enhance the John F Kennedy Causeway (State Road 934). Pursuant to Florida Statute 339.2405, "the grant shall provide for the costs of purchase and installation of a sprinkler system and the cost of plant materials and fertilizer and may provide for the costs for labor associated with the installation of the

plantings. Each local government that receives a grant shall be responsible for any costs for water, for the maintenance of the sprinkler system, for the maintenance of the landscaped areas in accordance with a maintenance agreement with the department, and, except as otherwise provided in the grant, for any costs for labor associated with the installation of the plantings”.

FINANCIAL IMPACT:

Financial impact will include the cost for landscape design, grant administration, and maintenance of the new plantings.

BUGETARY IMPACT (Finance Dept):

Budgetary impact to be determined following final design plan and opinion of probable cost from landscape architect.

PERSONNEL IMPACT:

No additional staff will be hired to complete this project.

RECOMMENDATION

It is recommended that the Village Commission approve the attached resolution authorizing the Village Manager to apply for and accept a Florida Highway Beautification Grant with the Florida Department of Transportation.

RESOLUTION NO. 2019-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER OR HIS DESIGNEE TO APPLY FOR AND ACCEPT A BEAUTIFICATION GRANT, AND ENTER INTO A BEAUTIFICATION GRANT, LANDSCAPE CONSTRUCTION, AND MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, many roadside areas and median strips within Department of Transportation rights of way must be maintained and attractively landscaped; and

WHEREAS, the Village Commission desires to beautify and improve various rights of way by landscaping within the Village's municipal limits; and

WHEREAS, the Village Commission authorizes the Village Manager or his designee to apply for a Florida Highway Beautification Grant from the Florida Department of Transportation, and if awarded, to accept the grant, and enter into a Beautification Grant, Landscape Construction, and Maintenance Memorandum of Agreement between the North Bay Village and the Florida Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Authorization. The Village Manager or his to designee is hereby authorized to apply for a Florida Highway Beautification Grant from the Florida Department of Transportation, and if awarded, to accept the grant, and enter into a Beautification Grant,

Landscape Construction, and Maintenance Memorandum of Agreement between the North Bay Village and the Florida Department of Transportation.

Section 3. Effective Date. This Resolution shall become effective immediately upon its adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Brent Latham	_____
Vice Mayor Marvin Wilmoth	_____
Commissioner Jose R. Alvarez	_____
Commissioner Andreana Jackson	_____
Commissioner Julianna Strout	_____

PASSED AND ADOPTED on this _____ day of _____, 2019.

Brent Latham, Mayor

ATTEST:

Elora Riera, CMC
Village Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL
INTERIM VILLAGE ATTORNEY

RESOLUTION NO. 2019-_____

A RESOLUTION OF THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, APPROVING THE SETTLEMENT AND RELEASE OF CASE NO. 2016-CA-018459, IN RE FORFEITURE OF \$659,968.38 IN U.S. CURRENCY SEIZED FROM CITIBANK BY NORTH BAY VILLAGE (ASSOCIATED WITH RACHEL DUGGER); AUTHORIZING THE VILLAGE MANAGER TO EXECUTE SETTLEMENT DOCUMENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, North Bay Village (the “Village”) initiated a forfeiture action against Citibank associated with activity of individuals who had conducted illegal activity involving real estate in the Village, which was sold and the proceeds were received by the Citibank in the amount of \$659,968.38 , CASE NO. . 2016-CA-018459, IN RE FORFEITURE OF \$659,968.38 IN U.S. CURRENCY SEIZED FROM CITIBANK BY NORTH BAY VILLAGE (ASSOCIATED WITH RACHEL DUGGER) (the “Litigation”); and

WHEREAS, the Village and Citibank have a mutual desire to resolve the Litigation and have reached an amicable resolution; and

WHEREAS, the Mayor and Commission desire to dispose of the Litigation and settle the matter in accordance with the terms provided below; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing Recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval of Terms of Settlement. The settlement of the litigation North Bay Village and Citibank is approved on the following terms:

1. The payment of THIRTY THOUSAND DOLLARS AND NO CENTS (\$30,000.00) from Citibank to the Village, which may payable as a direct payment form Citibank or by the Village retaining said amount from the real estate sale proceeds currently held by the Village;
2. Mutual general release by the parties involving all existing or potential claims stemming from the Litigation; and
3. Agreement by the parties that each shall bear its own attorneys' fees and costs associated with the Litigation.

Section 3. Authorization. It is acknowledged that the terms of this settlement will be formalized in or more documents. The City Manager is hereby authorized to finalize and execute such settlement documents, upon a determination of legal sufficiency by the Village Attorney.

Section 4. Implementation. The Village Manager and the Village Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

The motion to adopt the foregoing Resolution was offered by _____,
seconded by _____.

FINAL VOTE AT ADOPTION:

Mayor Brent Latham	_____
Vice Mayor Wilmoth	_____
Commissioner Jose Alvarez	_____
Commissioner Julianna Strout	_____
Commissioner Andreana Jackson	_____

PASSED AND ADOPTED this ____th day of June, 2019.

Brent Latham, Mayor

ATTEST:

Elora Riera, CMC
Village Clerk

**APPROVED AS TO FORM FOR THE USE OF
NORTH BAY VILLAGE:**

By: _____
Weiss Serota Helfman Cole & Bierman, PL
Village Attorney



North Bay Village Recommendation Memorandum

DATE: June 11, 2019

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Interim Village Manager Dr. Ralph Rosado

THROUGH: Mayor Brent Latham and Commissioner Andreana Jackson

SUBJECT: Pilot Program for Motorized Scooters

REQUEST

Authorization to create a pilot program for the use of motorized scooters within the Village boundaries.

BACKGROUND AND ANALYSIS

North Bay village has had discussions with three operators of motorized scooters. Staff is currently researching and putting together a pilot program for the Village. Staff will have a Request for Qualifications prepared so that any company that wishes to provide our residents with this form of safe alternative transportation can do so. Although we live in a three-island paradise, geographically we are a small village. After discussing opportunities with the Village, two of the three companies have provided examples of MOUs expecting exclusivity within the Village boundaries. The third company said they would be open to a non-exclusive MOU, but have not provided any details on their program.

FINANCIAL IMPACT

N/A

BUDGETARY IMPACT (Finance Dept.)

N/A

PERSONNEL IMPACT

N/A

RECOMMENDATION

Staff is recommending the creation of a pilot program in which a company will be selected from the competitive process would operate approximately 50 scooters within the Village. The pilot program would be for six (6) months with an option for two (2) individual year-long extensions. Details of the process can be presented to the Commission for the July meeting as well as any ordinances that may be required before selecting and signing the Village into the Pilot program.

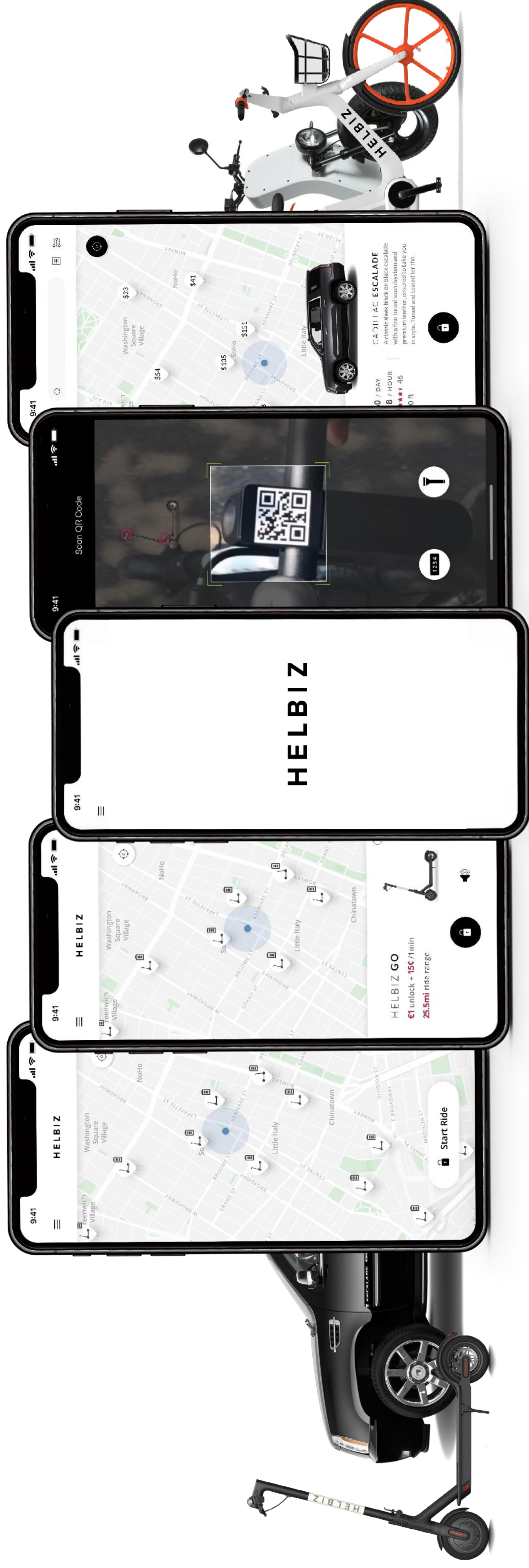
Timeline:

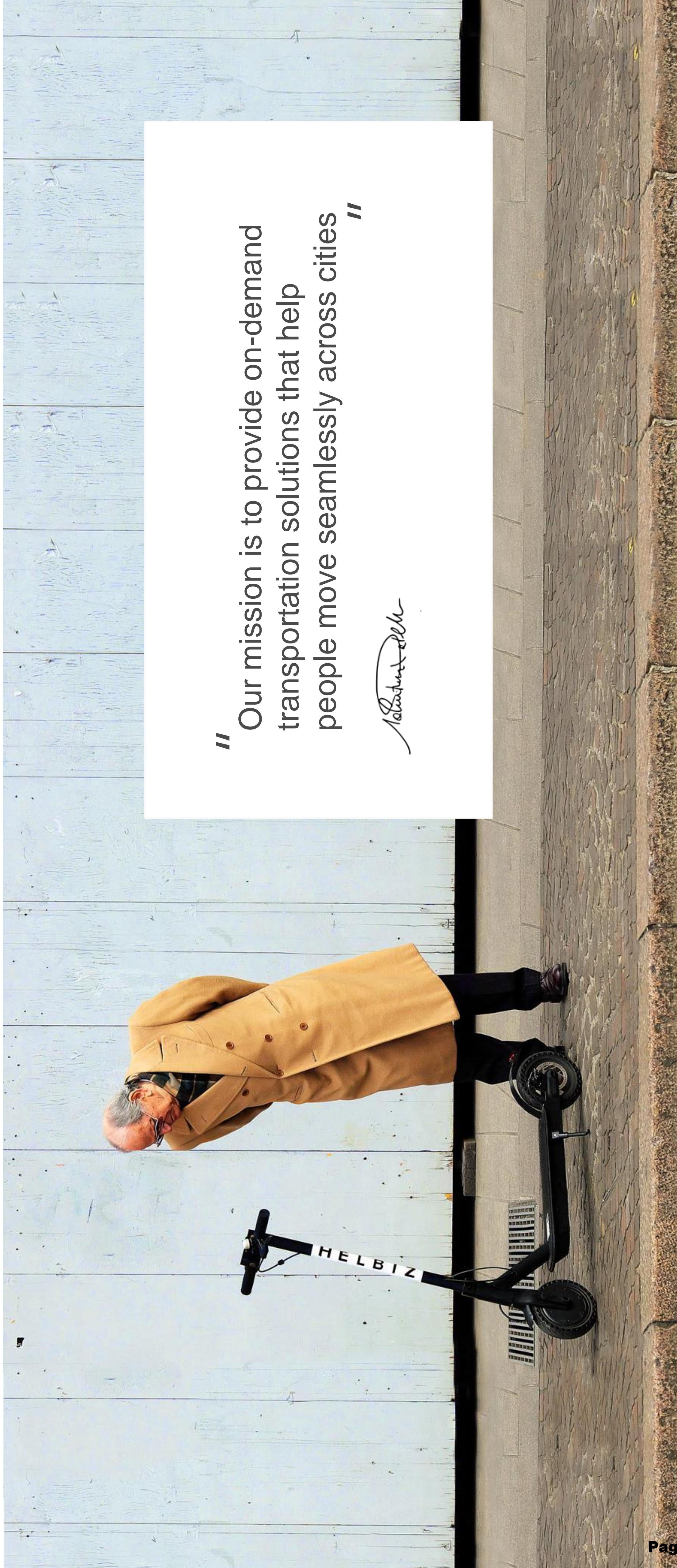
- July code ordinance first reading and approval of RFQ
- September second reading of code ordinance and award RFQ
- September sign MOU

HELBIZ

Shared Mobility Platform

One-stop platform for mobility services





“ Our mission is to provide on-demand transportation solutions that help people move seamlessly across cities ”

Robert Pelt



Company overview

Area of focus: Micro-mobility

Dockless E-scooter sharing

- A first and last mile transportation solution
- Helbiz allows users to instantly locate and unlock the dockless, shared electric scooters directly through Helbiz's app
- Helbiz is revolutionizing the transportation of today for the future of tomorrow, by providing an affordable, convenient, reliable and smart transportation alternative



Geographic footprint

Strategic geographic footprint in attractive growth markets, with offices and fully operational teams in 8 countries

- Main offices:**
- New York City (HQ)
 - Belgrade (Software Development)
 - Dublin
 - Milano
 - Madrid
 - Bucharest
 - Singapore
 - Hong Kong

Planned office openings in 2019:

- Paris
- Lugano
- Tel Aviv
- Los Angeles
- Antigua



Short-term strategy is to consolidate markets with existing presence

Helbiz in the news



Matchless x Helbiz: Milan Fashion Week show

FEBRUARY 18, 2019 | ROLLING STONE ITALY



Dal monopattino elettrico alla "app generation": è la micro-mobilità cittadina

JANUARY 29, 2019 | WIRED ITALY



Monopattini elettrici, prepariamoci a un'invasione silenziosa

DECEMBER 18, 2018 | VANITY FAIR ITALY



Can Decentralization Impact And Enhance Geo-Location Data Privacy?

NOV 01, 2018 | FORBES



This is Where Transportation Meets the Sharing Economy

OCT 30, 2018 | ENTREPRENEUR



Il monopattino elettrico in sharing arriva in Italia. Ma la rivoluzione verde è bloccata dalla mancanza di regole

OCTOBER 27, 2018 | BUSINESS INSIDER ITALY



Monopattino elettrico mania, a New York e Parigi ha sostituito la bici. Milano si prepara

OCTOBER 24, 2018 | VANITY FAIR FINANCE



Il nuovo sharing è su monopattino

OCTOBER 21, 2018 | LA STAMPA



Arrivano a Milano i primi monopattini elettrici

OCTOBER 21, 2018 | TEGCOM 24



Rivoluziono La Mobilità col peer-to-peer

AUGUST 28, 2018 | FORBES ITALY

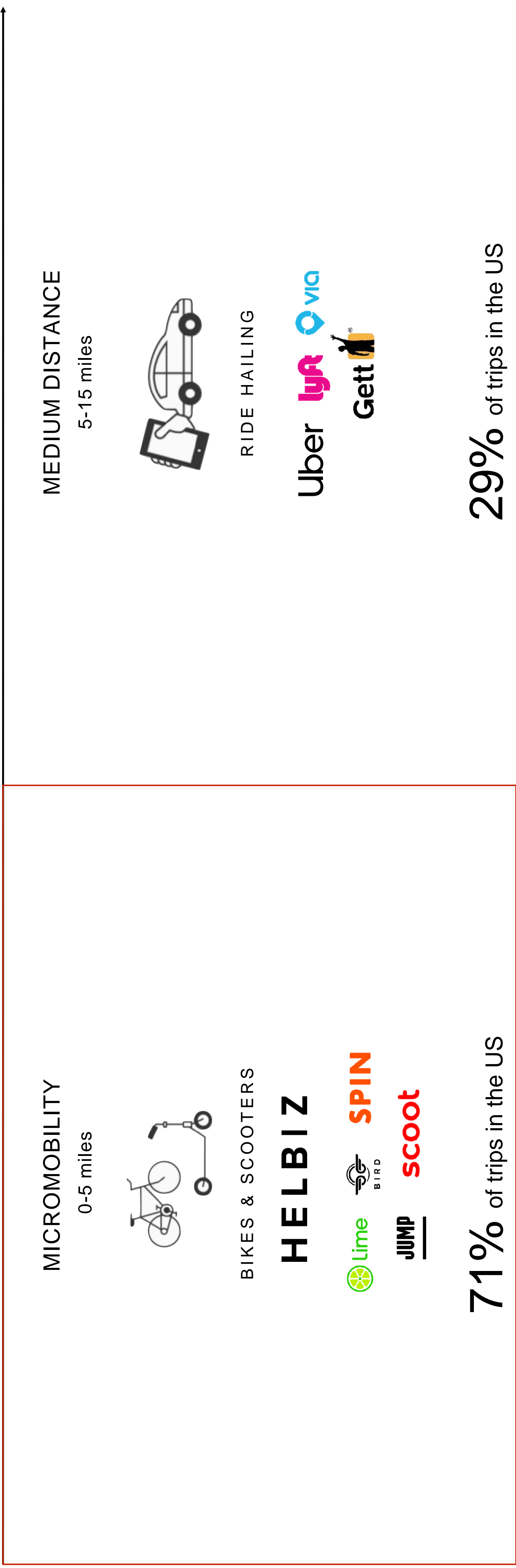
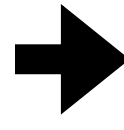


Improving city living and urban transportation

Shared transportation ecosystem by distance

Helbiz covers 71% of intra-city mobility*

We are here



Source: NHTS.

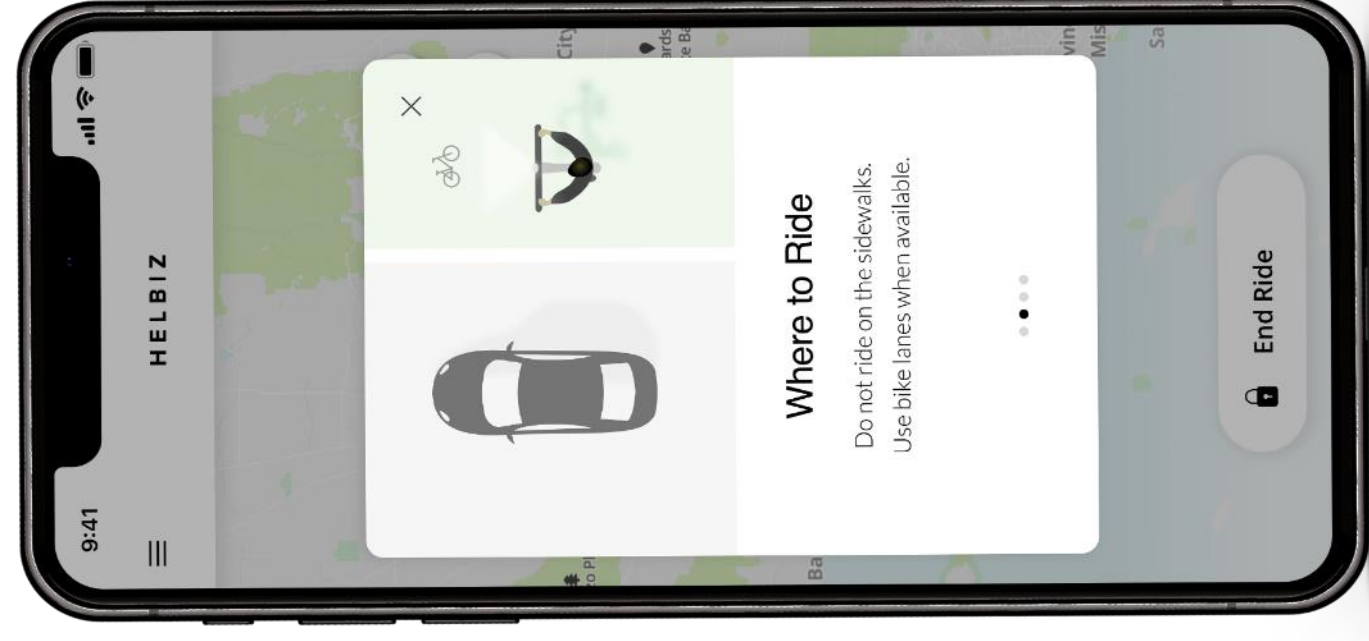
*Numbers exclude rides over 15 miles.

Safety first for riders and members of the community

More bike lanes and fewer car trips can help increase safety for all road users

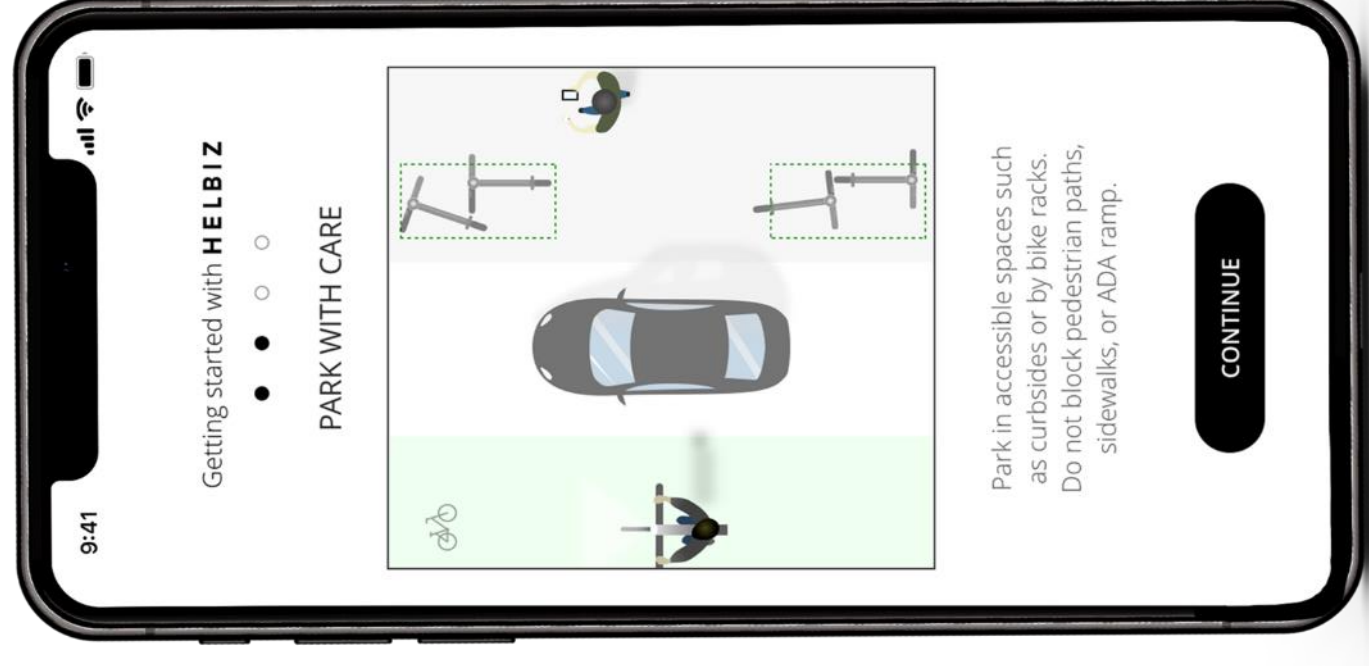
Where to ride

- Care for pedestrians. No riding on sidewalks unless local law requires or permits
- Ride in bike lanes or close to the right curb



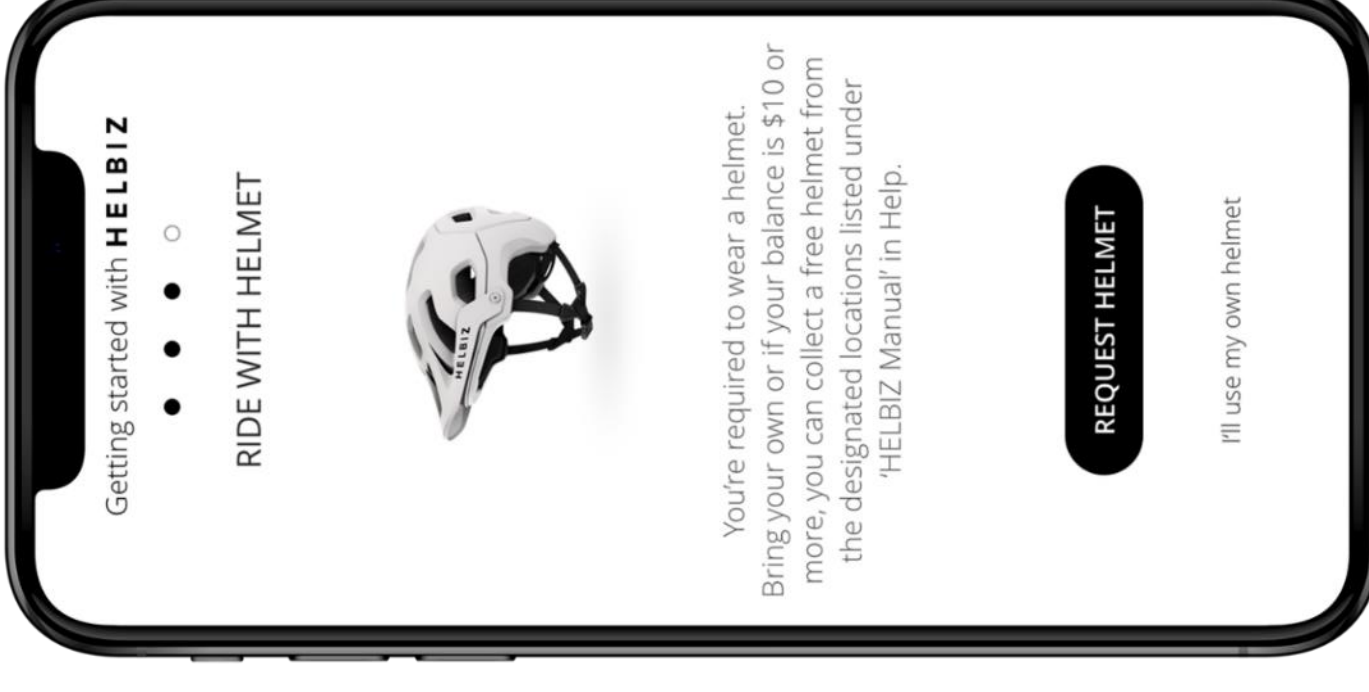
Where to park

- Park scooters close to the curb, near designated bike and scooter parking areas, keeping walkways, driveways and access ramps clear



Wear a helmet

- Helbiz encourages all riders to wear a helmet when riding





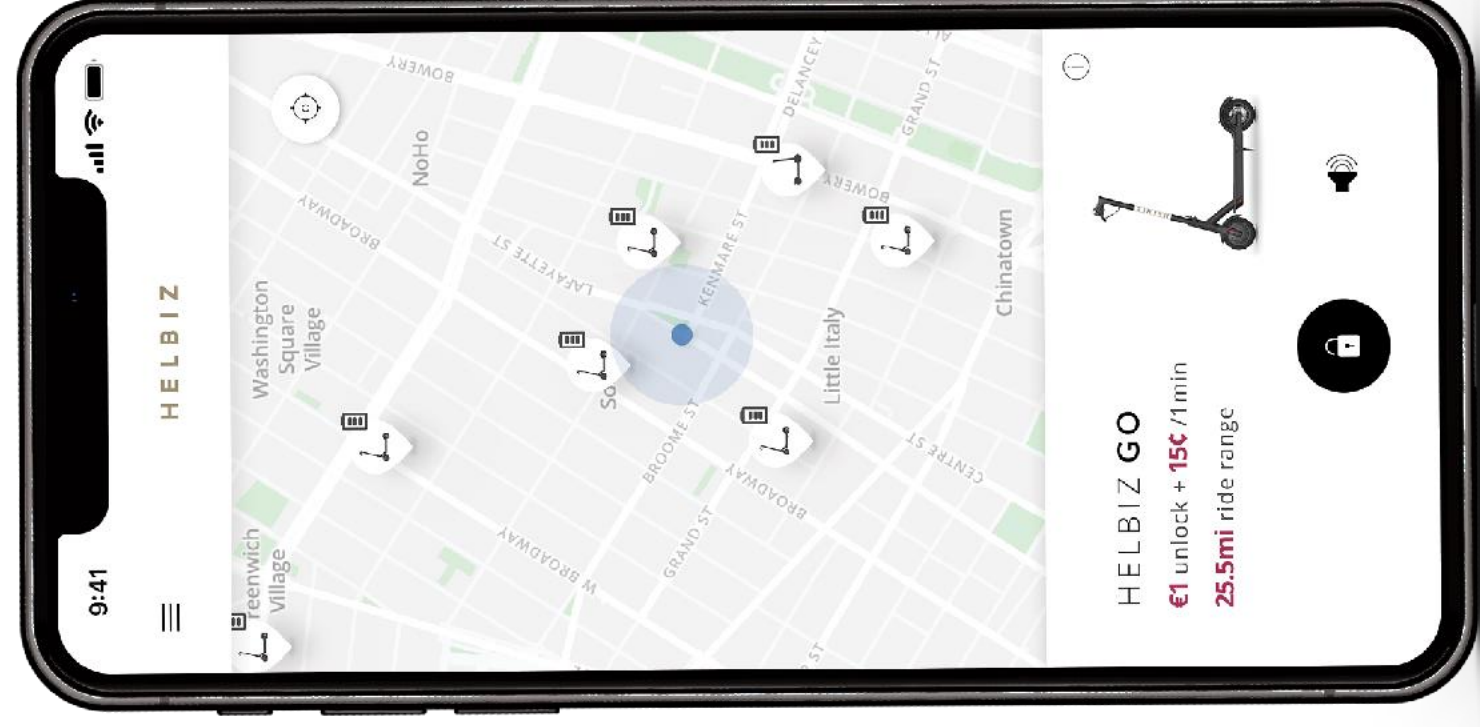
Mobility service overview

Mobile user experience

Intuitive mobile app to locate the scooter, unlock it with a single touch and return it in a predefined area

- Users download the app and are instantly able to see all scooters around them via the in-app map
- To ride, the user simply scans the QR code on the handle bar of the scooter, which instantly unlocks the vehicle and enables the engine
- Once the user is finished riding, he/she parks the scooter and clicks 'End Rental', automatically charging the card on file and sending an invoice

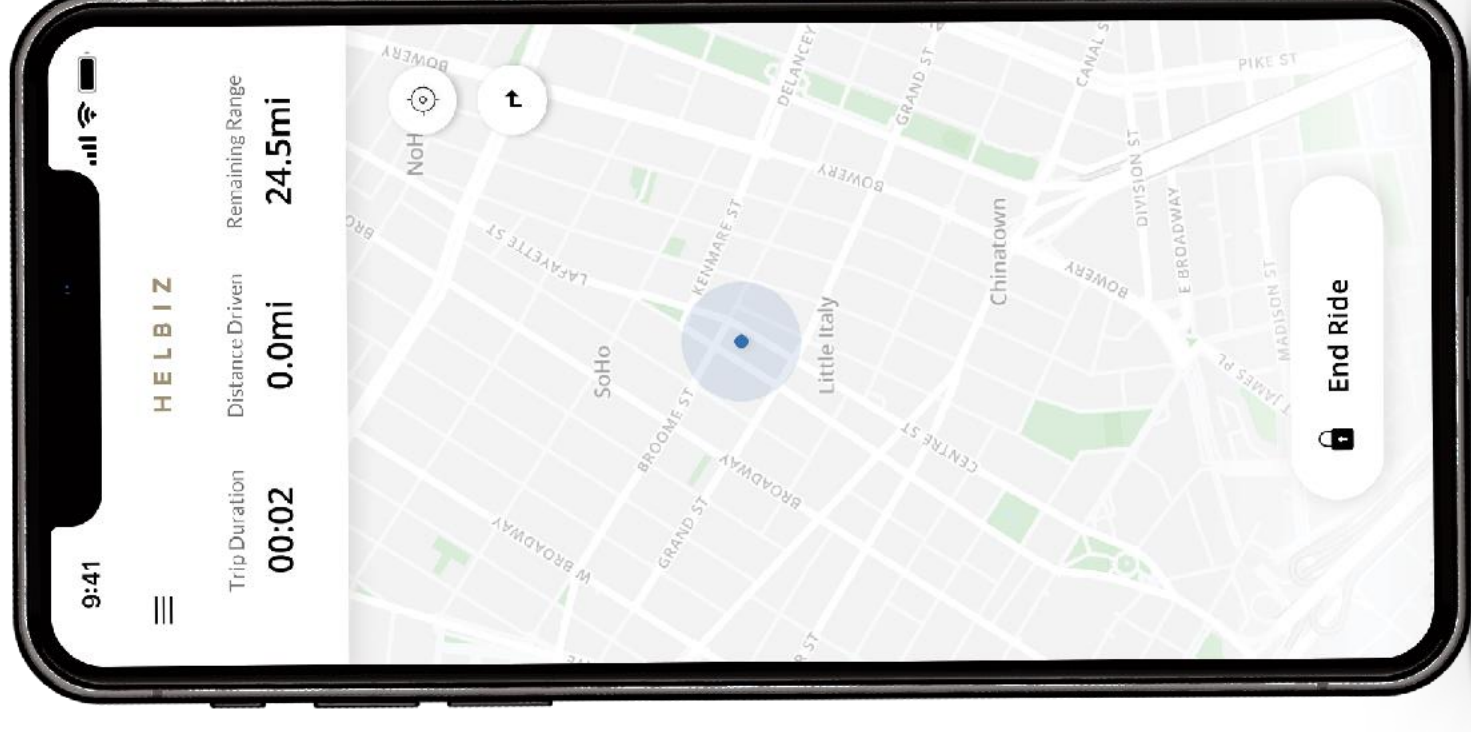
PRICING
1\$ to unlock + 0.15\$ / min



1. Browse scooters



2. Scan to unlock



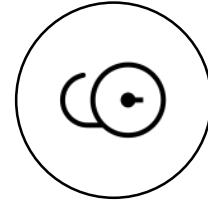
3. Ride & Leave

Electric scooter purpose-built for sharing

Proprietary embedded technology integrated into our scooters that maximize vehicle life, minimize operational costs and maximize safety

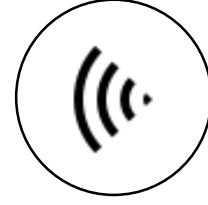
Shared mobility relies on smart IOT connectivity

IOT module highlights



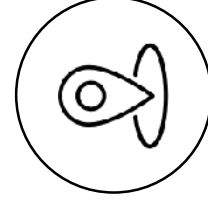
Unlock & lock

Supported through both 4G/BLE4.0



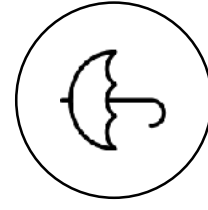
Wireless upgrade

Remote IOT firmware upgrades



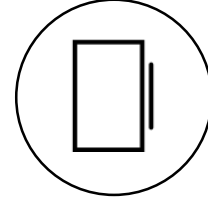
Positioning accuracy

Location precision 5 m (open field)



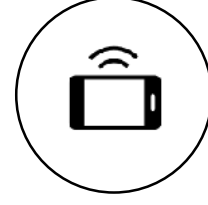
IP67 waterproof

Nano waterproof coating IP67



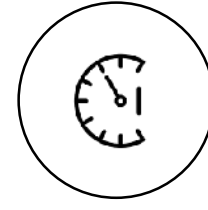
Vehicle monitoring

Illegal scooter movements or shaking alarm and fallen down alarm



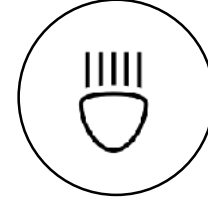
Quick unlock

Unlocking time 1-3s



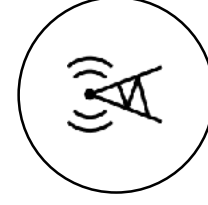
Speed setting

Max speed set



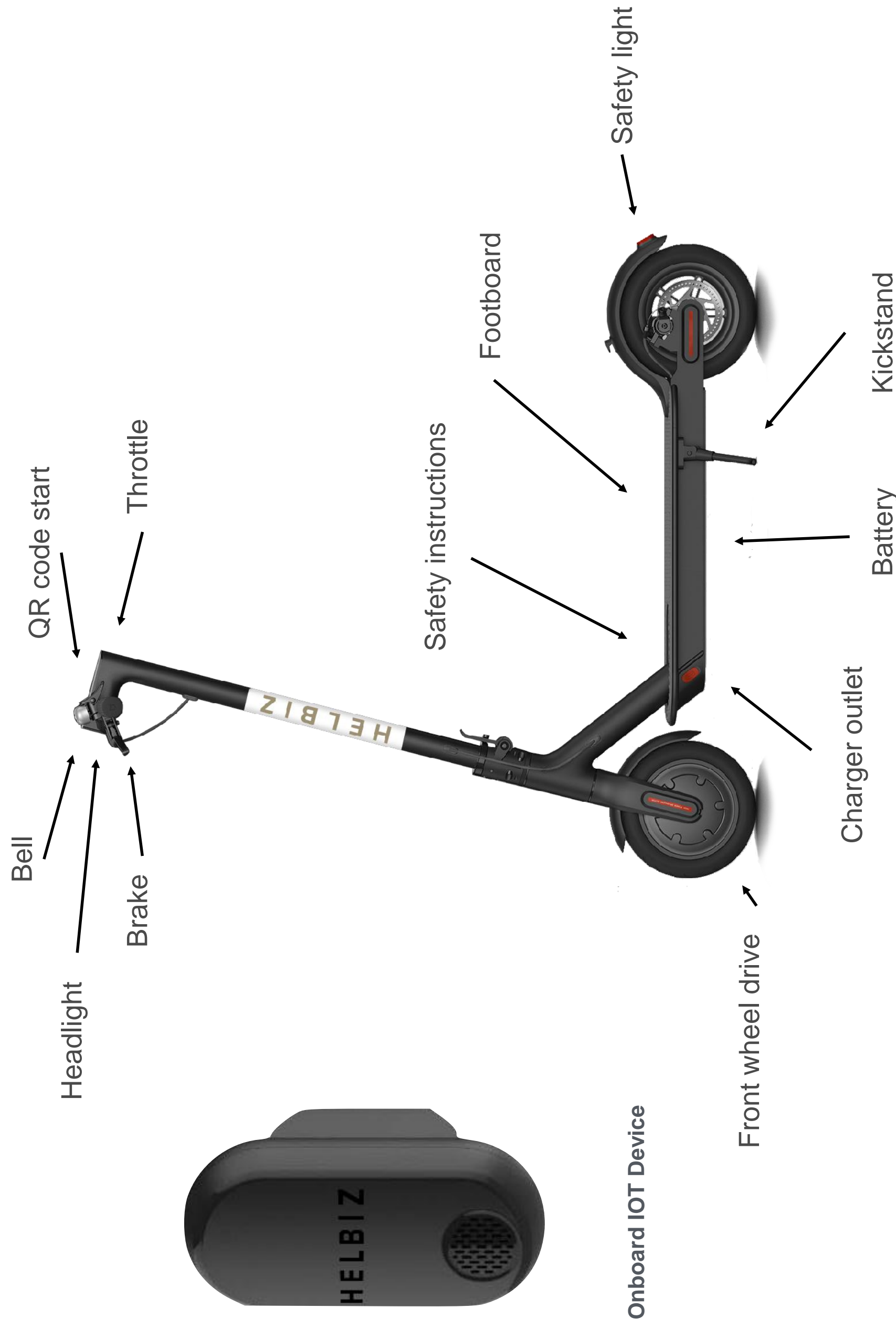
Headlights

Support 3W headlight



Electric fence

Support geofence



Onboard IOT Device

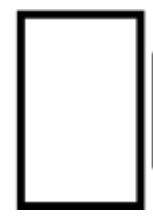
Advanced tech for micro-mobility

Maximize fleet utilization with proprietary fleet management platform and deep fleet analytics

Helbiz’s proprietary software solution provides everything needed to quickly scale a dockless electric scooter sharing business



The native Helbiz app available for iOS & Android, is the main component for keyless scooter rental



The fleet management system provides all important data about the scooters: GPS location, geofencing, scooter diagnostics, riding history, battery health



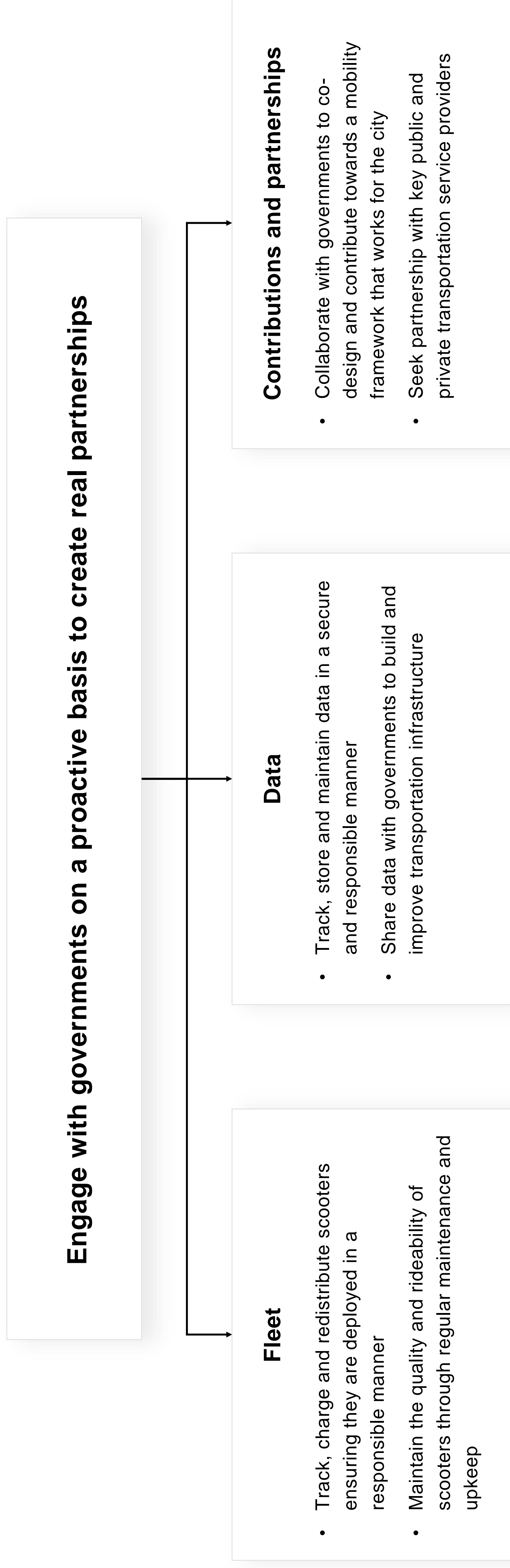
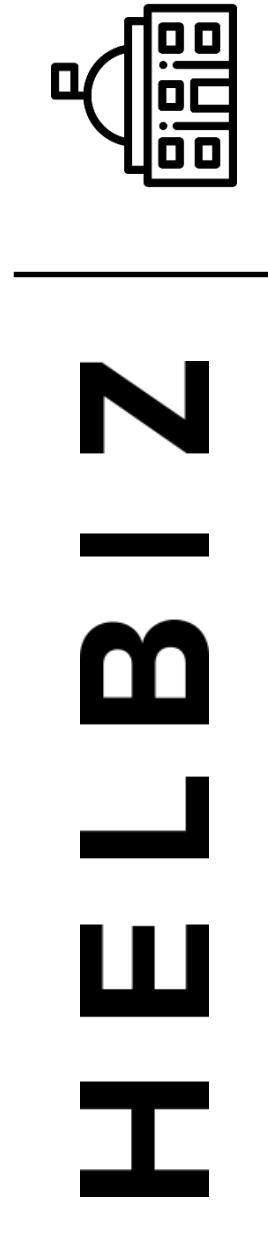
The customer management platform, provides an intuitive interface for customer registration, payments and support handling

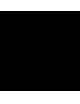
Vehicle data for business intelligence and operations

Helbiz’s Vehicle Intelligence system is a set of proprietary embedded computers integrated into our vehicles that maximizes vehicle life, minimizes operational costs, and maximizes safety

Government engagement

Helbiz has developed an agile framework to support the expansion of its operations in new cities





HELBIZ

Contact Info

Salvatore Palella

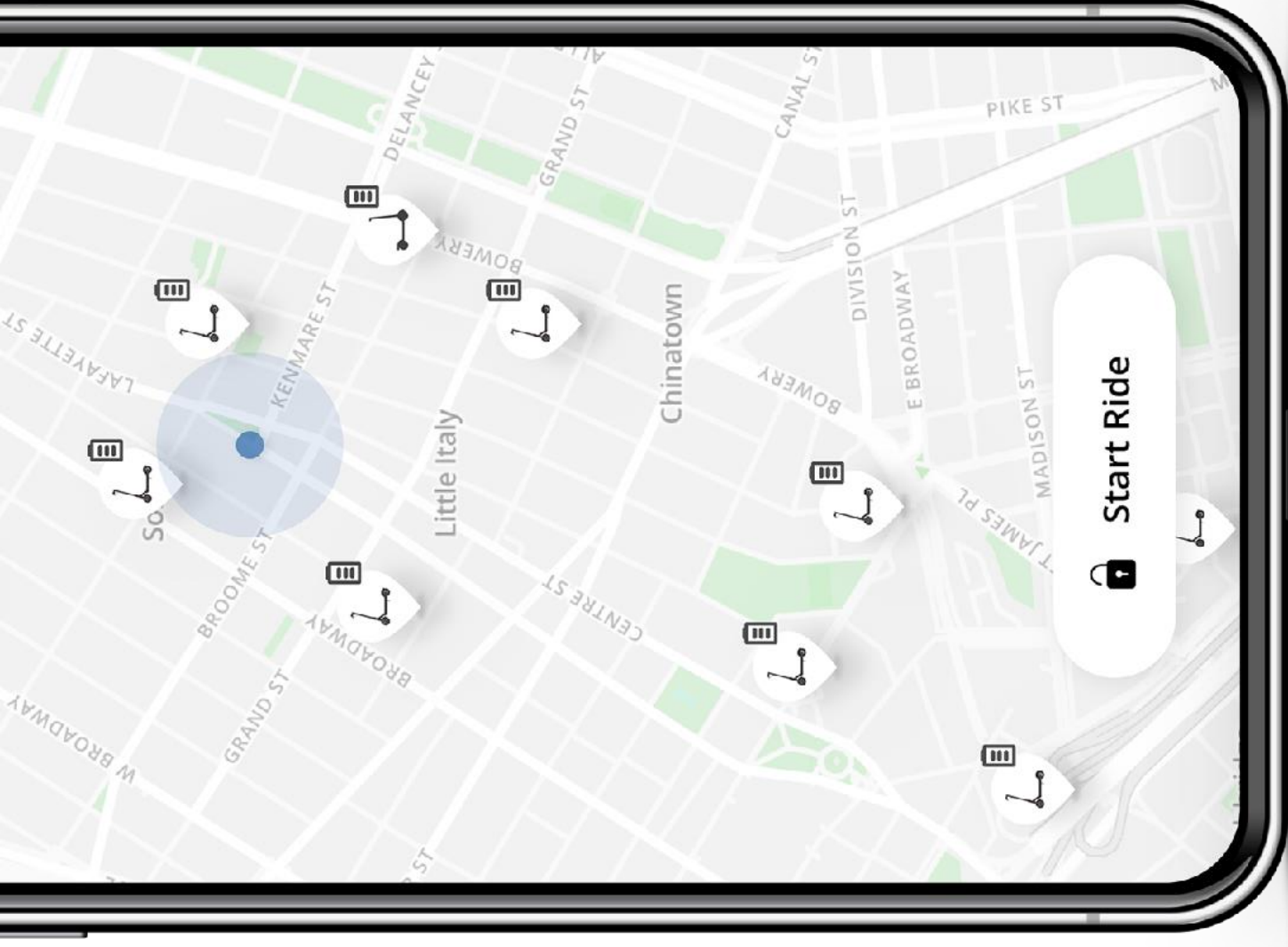
CHIEF EXECUTIVE OFFICER
ceo@helbiz.com

Giulio Profumo

CHIEF FINANCIAL OFFICER
giulio@helbiz.com

Gianluca Spriano

HEAD OF BUSINESS DEVELOPMENT
gianluca@helbiz.com

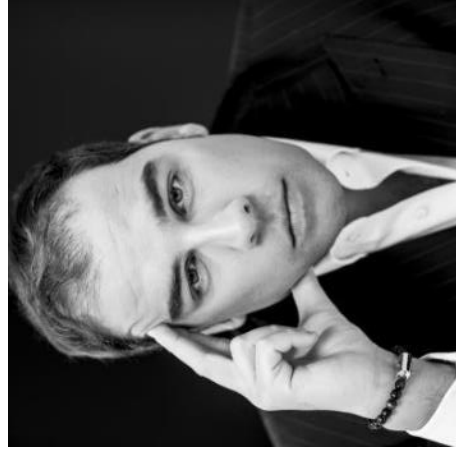


Download the Helbiz app today:



Appendix

Team



Salvatore Palella
Founder & Chief Executive Officer

- Serial entrepreneur
- Investment and startup experience



Jonathan Hannestad
Chief Operating Officer

- Developed booking platform
- Previous experience in startups



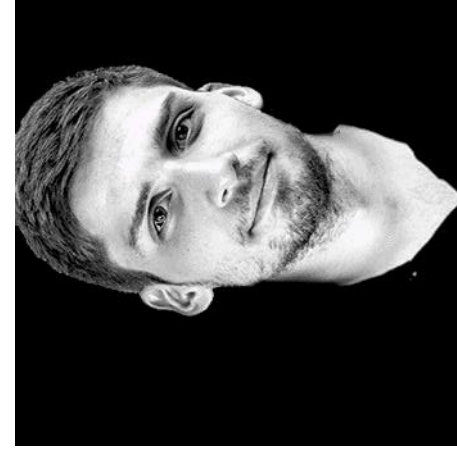
Giulio Profumo
Chief Financial Officer

- Former investment banker at Rothschild and Citigroup



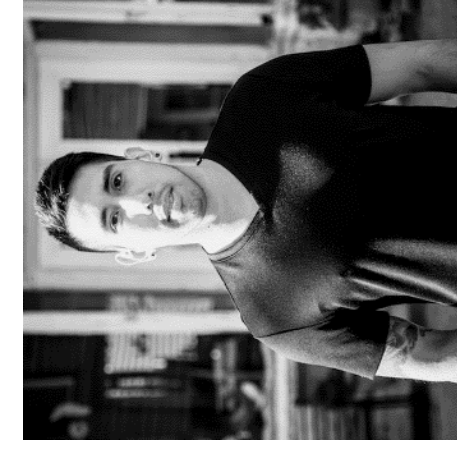
Stefano Ciravegna
Chief Strategy Officer

- Former investment banker at AIG and Goldman Sachs



Nemanja Stancic
Chief Technology Officer

- Former lead developer at Microsoft and Oracle



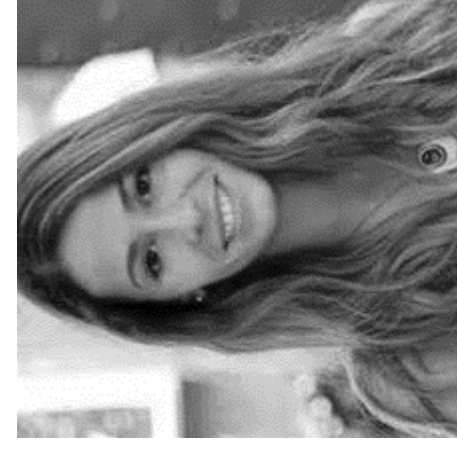
Milos Ljubinkovic
Lead Machine Learning Engineer

- AI expert with previous experience as a developer at Tesla



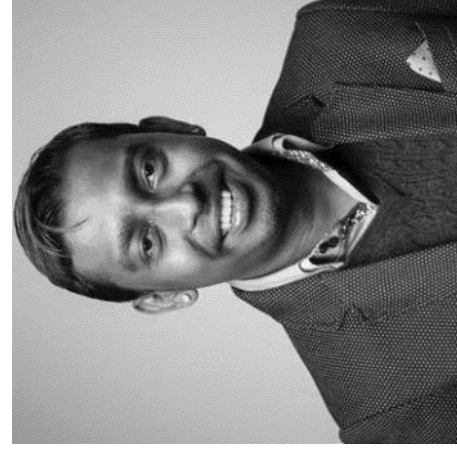
Giovanni Borrelli
Country Manager | Italy

- Startup consultant and entrepreneur



Azahara Ramos
Country Manager | Spain

- Startup consultant and entrepreneur



Navin Kumar
Country Manager | Singapore

- Head of operations at mobility company

HELBIZ

APPLICATION

for e-scooter pilot program

Miami, FL | May 2019

HELBIZ Inc.
32 Old Slip, Suite 32C,
New York, NY 10005

Contacts:
Gianluca Spriano - gianluca@helbiz.com - +1 (917) 675 7157

Letter to City of Miami

Dear SIR or MADAM,

HELBIZ is pleased to apply for the Sharable Dockless Mobility Device within the City of Miami. The enclosed documents outline our vision.

Helbiz is a New York-based personal mobility company that seeks to help urban areas reduce their dependence on cars by offering an affordable, accessible, and sustainable form of personal transportation. To achieve this, Helbiz takes a different approach than others in our industry: We believe dockless mobility can only work in the long run by doing it responsibly and in constant collaboration with our city partners.

In the dockless mobility space, an industry still in its infancy, we believe Helbiz is the only company that has consistently demonstrated our commitment to doing dockless mobility the right way – in a way that is responsible and safe and that makes sense for our community. We approach each and every project through the lens of a partnership, and we strive to do the same in Miami.

Our interest is not deploying more scooters than are needed but to ensure a sustainable model that the City, its residents, and its visitors can depend on – a mobility service that is responsive to its community. That is why we have been deliberate in not trying to replicate practices of deploying as many scooters (or bikes) as possible in a given area (often without permission) – a practice that we unfortunately see every other company copying.

That is why we are proud to have led the industry in developing and shaping the regulatory framework for dockless mobility in our core projects, not with the aim of going unregulated but with the aim of providing good-faith policy proposals to balance public and private interests.

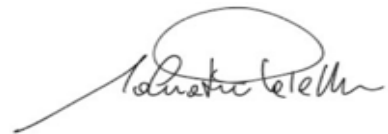
For us, collaborating with cities is not just lip service but is something that is in our company's DNA and why our entire government partnerships and policy team is comprised of people with public-sector transportation experience. We believe any new mobility option, such as scooters, requires a City with whom we can partner to regularly gauge and make adjustments based on our shared experiences. In Miami, we see such a partner.

We are excited about the opportunity to work with Miami to ensure a safe, responsible scooter-share system. At Helbiz, we believe in communities where people come first, not just cars, and where citizens have access to more affordable, sustainable, and equitable means of shared mobility. We hope to build this future with the City of Miami.

Please do not hesitate to follow up with me or the HELBIZ team if you require additional information.

Sincerely,

Salvatore Palella
Founder and CEO, HELBIZ Inc.



Summary

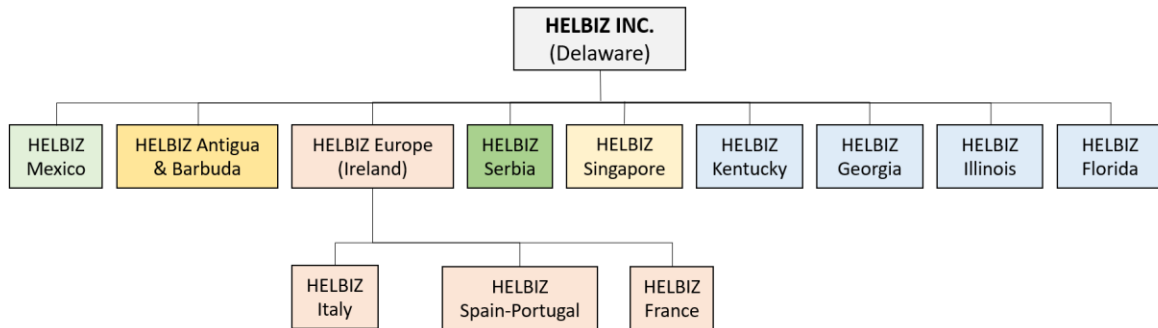
Helbiz is seeking to cooperate with the City of Miami to deploy and operate a number of dockless e-scooters previously decided with the Authorities to be made available for hire directly through the Helbiz application. Helbiz offers to work directly with the city to determine and enforce any restricted areas, and guarantee that scooters will not be able to park and/or physically enter these areas due to our active geofence technology; unlike other providers.

Our entire Operation Team will consist of local in-house full & part time employees, who will take care of daily scooter deployment, repositioning, pickups, charging and maintenance based on the directions and commands of the dedicated fleet management monitoring Miami 24/7 team all while being directly integrated with the in-house customer service team specifically hired for each State. Our commitment to train and solely use a professional staff, not using untrained freelancers, differentiates us from other operators both in terms of guaranteed quality, reliability and social responsibility and how we can work with the City.

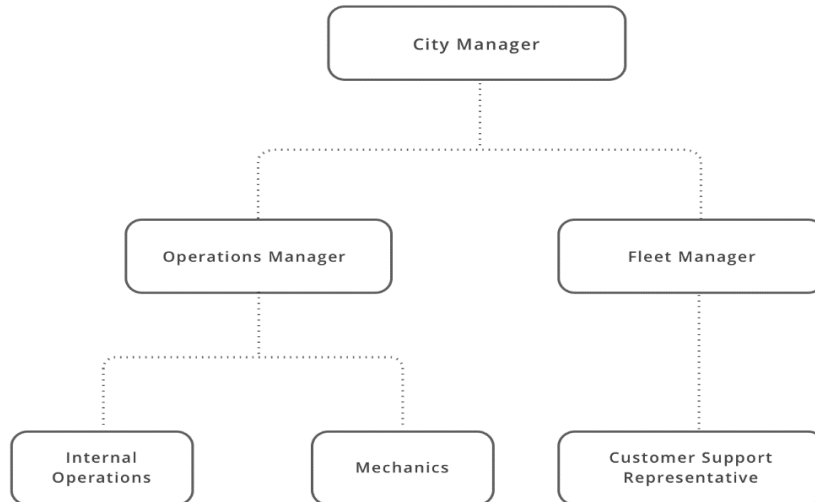
Furthermore, Helbiz is determined to work closely together with the city , from a Data prospective, and offer several API's, shared databases and weekly reports to monitor the entire fleet, rides, trip data from trip origin/destination, number of users, MUR, to better understand the local transportation ecosystem, usage and demand.

Organization chart

Helbiz is headquartered in New York, with regional offices in Europe (Milano, Florence, Madrid, Paris, Belgrade and more) and South East Asia (Singapore and Hong Kong).



Local:



Operation and Maintenance

The overall goal for the team is to make sure our fleet is visible, presentable and rideable while ensuring a smooth and reliable experience for all users. During operational hours our local Operations team will have a fleet of electric vans patrolling the city collecting and redeploying the scooters according to demand and in accordance with the local regulations. There will be an Operation Manager responsible of the fleet and of the people working and he will be available 24/7 for any necessity by phone (that will be provided) and/or by email at ask@helbiz.com.

Fare structure, including any low-income or special fare options

Helbiz scooters have a flat \$1 unlocking fee, plus \$0.15 cents per minute of riding time. We will waive the \$1 unlock fee for low-income members of the public, the verification of the status is required.

We would like to offer low-income pricing plans as well as discounts for active military members and veterans. We add constantly new features to our low-income plans, collaborating with cities on other payment programs to meet residents' needs.

Helbiz's low-income plan is available to anyone currently enrolled in or eligible for state or federal assistance programs; we will also work to align eligibility with Metro's Reduced Fare Programs.

For enrolling in Helbiz's low-income plan, users simply have to email proof of enrollment in a qualifying program along with their full name and phone number to ask@Helbiz.com

Approval takes between four and five days. Helbiz collects data via the e-scooter and the mobile application in accordance with our terms of service and privacy policy in order to provide a better service and to improve our operations.

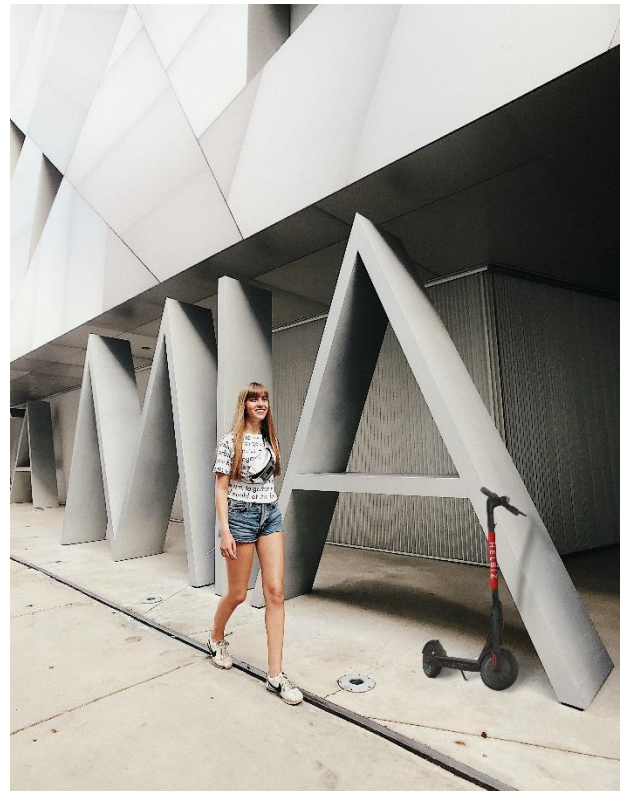
Helbiz does not sell any data to third parties, and we comply with all applicable data security rules. This allows us to analyze and share with cities data on trip origin/destination, number of users, MUR, etc. Helbiz does not collect or retain payment information data of our users.

Vehicle

Helbiz will deploy a customized fleet of fully electric Xiaomi M365 to provide for a smooth and safe ride. Along with one of our partners, leader within the field, Helbiz has developed a sophisticated 4G module that, designed with top of the line firmware and software, to allow for full control and seamless communication with our fleet management team. Designed with safety in mind, Helbiz scooters have been restricted to a top speed of 14 mph. All scooters have been created with the ability to be remotely and safely turned off by our fleet management and to be blocked in case the vehicle leaves the pre-defined geographic areas or enters a restricted area.

Scooter Specifications

- Maximum speed of 14 mph
- 13 Miles range
- 350W motor
- Built-in GPS
- Total weight of 28 lb.
- 8.6 Inch diameter wheels
- ANSI/CAN/UL2272-certified with over-heating, short circuit, over-current and over-charged protection
- Aluminum frame
- Front-tire lock when parked
- Front, rear disc & anti-lock brakes
- Powerful white front headlight
- Rear brake light
- Bell
- QR code to unlock





Charging

Scoters are charged every night or depending on need throughout the day by pour in-house Operations Team. The entire fleet is equipped with GPS and onboard sensors providing real time location and battery status of all vehicles. If a vehicle is identified to be outside the service area or low on battery, the Fleet management team will alert the nearest Operations team to retrieve the vehicle within 20 minutes regardless of the time of the day.

Maintenance and Repair

Helbiz always have at least one trained in-house mechanic on duty in its main warehouse to service and maintain the fleet around the clock to ensure a reliable and smooth experience. All scooters individual trips are monitored from the backend by a dedicated team paired with machine learning to detect any irregularities in driving or vehicle behavior to help diagnose issues before they happen so that users never have an unsatisfactory experience with Helbiz. All vehicle maintenance events will be tracked and logged in Helbiz's database on an individual vehicle and part basis, allowing for easy identification of trends and development of real-world serviceable life metrics.

Cleaning

Helbiz scooters and bikes will be visually inspected daily and will be required to adhere to a minimum cleanliness standard prior to being redeployed. The Helbiz Operations team will clean and refurbish bikes and scooters that fall below our cleanliness threshold, to be redeployed the following day.

Visible, Presentable & Rideable

The overall goal for the team is to make sure our fleet is visible, presentable and rideable while optimizing usage all hours a day and ensuring a smooth and reliable experience, which is made possible through combining integrated sensors in all units with teams patrolling the cities around the clock and a fleet management team that is able to determine and detect a series of technical issues, that could impact the ride in the near future both through the sensors as well as detailed analysis of driving behavior.

During operational hours our local Operations team will have a fleet of 4 vehicles patrolling the City for errant scooters which may have been mis-parked, misplaced or in need for recharging or maintenance. Helbiz has developed an Artificial Intelligence powered backend solution which, in real time monitors the demand for scooters around the entire operational area and automatically update the routes and directions for the drivers patrolling the city to continuously pickup and redeploy scooters around Miami according to demand, priority and traffic.

Any devices flagged for repair, maintenance or charging, either by users or fleet management, will automatically inform the nearest Operations team to be removed from the streets and brought back to our warehouse for further inspection.

We believe our commitment to having professionally trained local Helbiz employees as the operations team, not freelancers, differentiates us from other operators both in terms of guaranteed quality, reliability and social responsibility. It is also what will allow us to manage our multi-modal fleet effectively and enable us to address issues in a prompt fashion.

Our AI powered repositioning algorithm is based on a minute by minute analysis of the entire fleet, usage, users and trips. By combining these metrics, it is possible to anticipate the demand in various areas at specific times, adjusting the scooter density area by area to ensure Miami is evenly covered based on demand all hours of the day.

Simultaneously by automatically connecting our AI repositioning algorithm with the Helbiz app for the pickup team we are able to optimize efficiency real time and prevent over saturation of certain areas or littering of PMD's ensuring that Helbiz will coexist in the local street environment and properly serve the communities.

GeoFence & Restricted areas

Unique for Helbiz is its sophisticated 4G modules and firmware with proprietary software enabling Helbiz to, as one of the only providers globally, offer and guarantee active enforced geofence technology safely restricting scooters from physically entering predetermined areas or streets.

While the majority of competitors are solely using passive geofencing only enabling them to monitor and detect whether or not a user leaves an operational area or enters a restricted area Helbiz is able to fully, and safely, turn off the user's vehicle and end the ride when the user crosses the virtual border indicated inside of the application, or simply restrict the speed to 3mph allowing the user to exit the restricted area and find one of the parking spots established by Miami.

The Helbiz GeoFence works by tracking the scooters and as the user approaches the outer edge of the operating area several notifications will be sent directly to the user's phone informing about the active area and its boundaries before ending the ride or limiting the power if the border is crossed. If it is determined together with Miami authorities that it is preferred that leaving the geofence will end the ride the scooter will be made unavailable, hidden from the mobile app and instantly notify the operations team to pick up this specific vehicle and redeploy it inside of the active area.

Through our geofence we allow for a next generation of fleet control enabling local authorities, as one of the only service providers, to establish actual restricted areas, around monuments, attractions, buildings and pedestrian streets, and guarantee that they stay clear of scooters by actively blocking users from entering the pre-determined zones to co-exist with the local community in a responsible way.

City Areas

For each city Helbiz determines an operational area divided into zones. To serve cities efficiently each zone has its own dedicated Operations team and strategically placed warehouses for storage and charging enabling Helbiz to reach any scooter in under 20 minutes. The entire area is geofenced hindering scooters from leaving by safely restricting power to the engine if the border is crossed. The fleet management team manages each zone and its dedicated Operations team through a custom communication and management interface.

City Services will have a direct line to the local operations management team to resolve complaints and concerns quickly. If City Services identifies vehicles parked incorrectly, sidewalk blockages or other nuisance issues they can report them to the Helbiz team directly for immediate resolution by our in-field operations team.

All the issues reported via the app or website will be routed to the 24/7 customer support team. Any on the ground operation's issues such as a fallen or tipped scooter will be relayed to the local team for resolution.

Helbiz will ensure it always maintains a fully operable and reliable fleet by adhering to rigorous maintenance standards and industry-leading hardware monitoring approaches.

Miami Deployment

Helbiz intends to deploy a total not only in Miami but in other Cities and area (provided in the Chart below) to be made available for hire directly through the Helbiz application. After being awarded with a license or a Permit for operate, the team will deploy a total of 50 to 60 units for an internal test lasting 1-2 weeks, to optimize the positioning algorithm, pickup app and driver routes. Once the initial internal testing has been concluded Helbiz will deploy the rest of the fleet.

Neighborhood
North Bay Village
Aventura
North Miami
North Miami Beach
Miami Beach
Miami

Hours of availability

Helbiz scooters are available daily 24/7. Thereafter our individual Operations teams will pick up the entire fleet, bringing them to the dedicated Helbiz warehouses around the city for charging, when is necessary, maintenance and cleaning before being redeployed.

Helbiz’s Operations team work in three separate shifts daily with different responsibilities ensuring a smooth and reliable operation for end users that they can depend on as a real mean of transportation.

Shifts

The city will be divided into a series of zones each with a dedicated warehouse for charging and storing scooters when is necessary, all to be deployed, repositioned during the day and pickup up by the operations team in three shifts.

Morning shift: 5:00 am - 1:00 pm | Morning Deployment

The various Operations team around the city inspect and unplug the scooters from their charging stands loading them into both vans, cars and cargo bikes before receiving their predetermined route by the fleet management team of the drop off locations around the city.

Lunch Shift: 1:00 pm - 8:00 pm | Repositioning & Monitoring

Throughout the day the lunch shift is responsible to reposition the fleet both to optimize usage based on tendencies and patterns but also to ensure balanced scooter density in all zones. With real time location data from each vehicle and a fluid fleet management system and a dedicated team monitoring each scooter and the overall scooter density in all zones commands are sent to the Operations team to reposition scooters throughout the day to equally support the demand across the entire city to always ensure a well- balanced selection allowing all citizens inside the operational area to always have a scooter within reach. Reliable accessibility is crucial for mainstream adaptation.

Night Shift: 8:00 pm - 2:00 am | Pickup & Charging

The night shift is responsible for the end of the day inventory being picked up, returned to the respective warehouses to be charged. At the beginning of the night shift all scooters with less than 40% will be removed from the street, while following the commands of the fleet management team before at 10pm making the entire fleet unavailable for users and starting the pickup of the entire fleet.

We believe our commitment to having professionally trained local Helbiz employees as the operations team, not freelancers, differentiates us from other operators both in terms of guaranteed quality, reliability and social responsibility. It is also what will allow us to manage our multi-modal fleet effectively and enable us to address issues in a prompt fashion.

With dedicated teams able to respond and solve a string of potential issues in the field we ensure a rideable and presentable fleet for a consistent experience for all users and maintain the quality an reputation of the Helbiz brand both with authorities and citizens.

In case of any event needing attention the nearest Operations team is automatically notified, utilizing a combination of custom software, GPS, bluetooth scanners to quickly and effortlessly find and a redeploy scooters around the city. Throughout the patrol of the day the team will address any scooters that may negatively affect our overall brand or experience. Any scooters dirty, knocked over or vandalized will be addressed immediately. The Operations team will rebalance any scooters in the field that do not follow our guidelines of proper parking, including scooters that block pedestrian pathway or any scooters that are unpresentable to the public.

Plan for servicing special events and extreme weather situations

Unique for Helbiz is that it is operating solely with in-house personnel and warehouses, and are not relying on private individuals and their apartments to pickup scooters at night to re-position in the morning, making it highly flexible and adaptable to various outside circumstances. For extreme weather conditions Helbiz will keep the entire fleet in its own warehouse, while for special events the Head of

Helbiz Miami can work with the city or organizers to best accommodate whether through increased supply or not deploying in those specific areas.

Parking

Our vision for success is not solely a system that yields high ridership; it includes a robust effort to educate the public on what constitutes proper riding, parking and overall usage of the system. We have adopted innovative ways to mitigate improperly parked vehicles, resolve instances of over saturation of any particular area, and respond to vehicles that have been idle for longer than desired. We will continue to our commitment to innovate in these areas as the pilot program progresses.

Helbiz is deeply committed to working with local authorities to ensure both proper usage and parking of its fleet to become an integrated part of the existing transportation ecosystem coexisting with current alternatives and pedestrians without invading the public space in an evasive way.

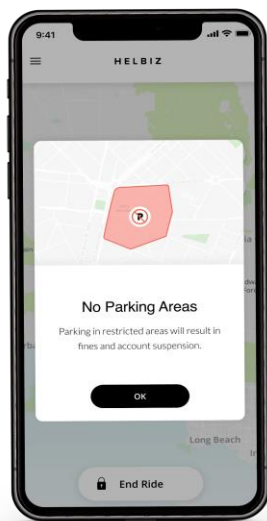
We employ a number of methods to communicate this broadly to our users - product display and in-app education - but have also instituted newer techniques, features and tactics to address each specifically. We take a multi-pronged approach to ensure our devices are parked in a manner that is safe, legal and complies with local and state law. This includes informing our users of Helbiz's parking guidelines through multiple channels; employing a local operations team to monitor and address parking by customers; developing technology features to incentivize proper parking; and utilizing geo-fencing and virtual station markers to encourage parking behavior.

In case of any event of improper parking or needing urgent attention, the nearest Operations team is automatically notified, utilizing a combination of custom software, GPS, bluetooth scanners to quickly and effortlessly find and a redeploy scooters around the city. Throughout the patrol of the day the team will address any scooters that may negatively affect our overall brand or experience. Any scooters dirty, knocked over or vandalized will be addressed immediately. The Operations team will reposition any scooters in the field that do not follow our guidelines of proper parking, including scooters that block pedestrian pathway or any scooters that are unpresentable to the public.

Furthermore, the entire fleet is equipped with sensors monitoring the health of both engine, throttle and break systems to detect any issues or irregularities that our Operations Team will have to deal with. In addition, the app features a user feedback system to allow all Helbiz users to report any other issues which are directly reported to the local team. The team has a daily strategy on where to collect our devices and where to redeploy the scooters around the City according to demand. Any devices flagged for repair, maintenance or charging, either by users, onboard sensors or fleet management, will automatically inform the nearest Operations team to be removed from the streets and brought back to our warehouse for further inspection.

Indiscriminate Parking

Helbiz will equip the entire fleet with sensors and electronic level systems to monitor whether a scooter is properly parked or tipped over. Any tipped scooter will trigger an alert with our operational team and automatically notify the nearest Helbiz personnel of the scooters location with GPS navigation to properly park it - and if it is clear that the scooter was left inappropriately by the previous renter the user will be warned directly inside the app and with repeated offense the user will either be fined or banned for a specific period of time and charged of the possible expenses that the Helbiz's team will have to pay in case of relocation made by the City.



Safety, Education and Outreach

While scooter sharing offers many transportation benefits, we know there is a learning curve that needs to be addressed. Ensuring responsible parking and helmet riding and eliminating sidewalk riding are critical for increasing the safety of pedestrians and riders and maximizing public acceptance of scooter sharing.

We are committed to hastening the adoption of the acceptable norms of this new service, which we believe has a long-term place in reducing individual car trips in urban environments.

From the beginning, Helbiz has made a proactive and concerted effort to educate and promote compliance with applicable laws through both online and in-community education campaigns. We understand our devices are not to be parked in a way that obstructs pedestrian traffic, nor should they inhibit accessibility to curbs, ramps, transit stops or entranceways. Helmets must be worn when required, and riders must know where and how to ride these devices so that they are complying with the

rules of the road. We have employed several methods to communicate this broadly to our users - product display and in-app education - but have also instituted newer techniques, features and tactics to address each specifically.

Helbiz will use fully compliant scooters and is working with one of the most reputable scooter manufacturers, using only the highest quality of Li-ion battery packs with Battery Management Systems (BMS) ensuring safety through preventing over- heating, short circuit, over-current and over-charging.

Paired with the high quality batteries Helbiz is tracking the performance and health of batteries in real time from its fleet management platform. If any warning is triggered the operational is instantly notified, the scooter will be deactivated remotely to prevent it from being rented and will be picked up for further examination, and if an issue is identified the scooter will be removed from the road. If a critical issue should arise the Operational team have full remote-control over-all vehicles through the built-in IoT devices with 4G connection linked to the Helbiz server and will be able to power off the engine, end a ride and notify the user.

We take a multi-pronged approach to ensure our devices are parked in a manner that is safe, legal and complies with local and state law. This includes informing our users of Helbiz's parking guidelines through multiple channels; employing a local operations team to monitor and address parking by customers; developing technology features to incentivize proper parking; and utilizing geo-fencing and virtual station markers to encourage parking behavior.

Engagement with community

In any city or community in which we operate, Helbiz strives to cultivate relationships with key stakeholders, community groups, non-profit organizations, and the community at large in order to foster a sense of trust and transparency.

In addition to this outreach, we plan to attend local events. At these events, we can educate folks, demonstrate how our scooters work, help people sign up, answer questions, and distribute helmets. Finally, we plan to host our own events that bring together our community partners and riders. These in-person opportunities to engage with the community are invaluable to our continued success worldwide.

From now until the start of the pilot program, our goal is to build a strong relationship with each group and put together a robust schedule of events. Prior to the start of the pilot program we will start having a presence at these local groups and events so we can both promote the safety measures users should take when riding as well as the relevant laws regarding riding Helbiz scooters.

Safety Programs, Public Information & Education

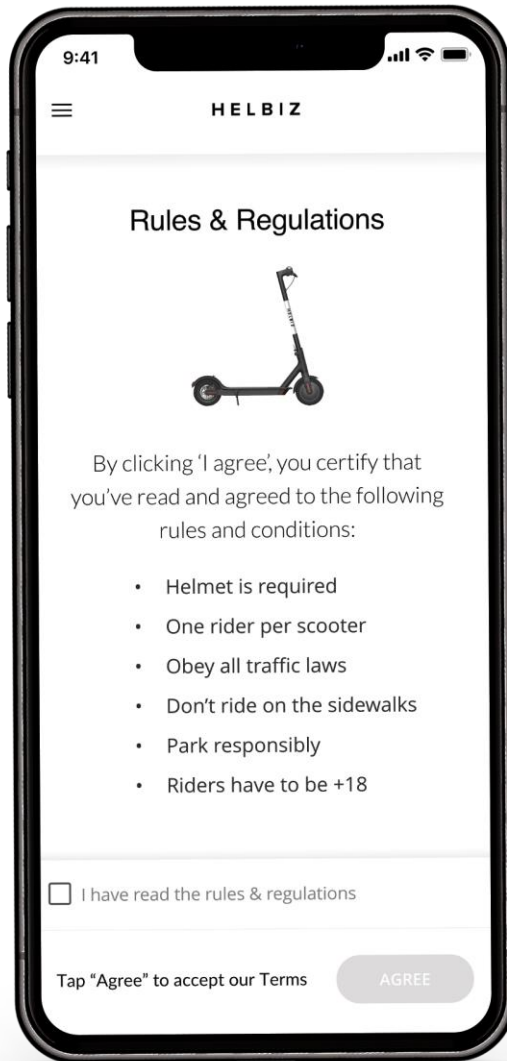
One of the key elements of our public safety program is the distribution of helmets. Safety is a high priority for Helbiz, and we work hard to ensure all of our riders have access to a helmet in order to ride safely. We distribute helmets by request from riders, in-person during drop-in hours, and at our community events.

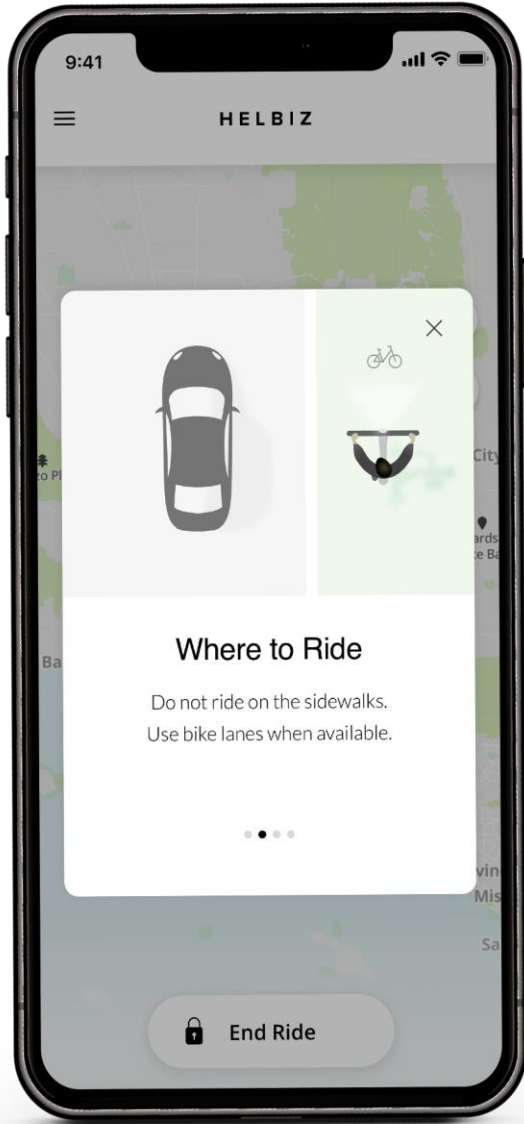
Helbiz is one of the few Company to invest significant resources into creating a dedicated Helbiz safety webpage and video series. We frequently share these to current and prospective riders via social media, email campaigns and other web-based channels.

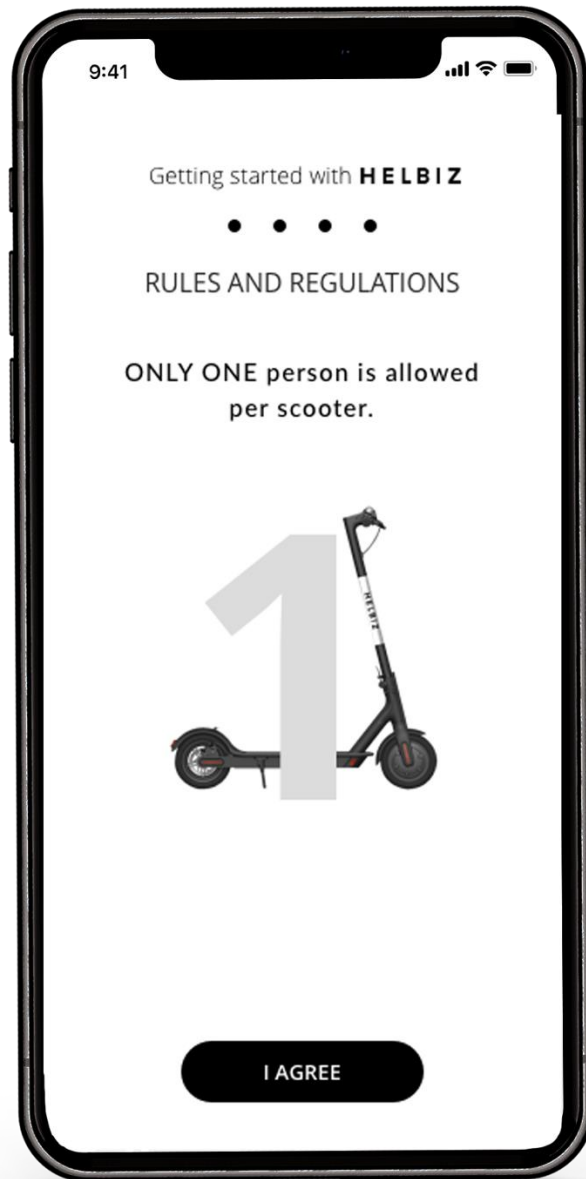
In all of our market launches, we work with local Brand Ambassadors to educate the community in person. These individuals wear Helbiz-branded apparel that easily identify them to potential riders and non-riders, and they are stationed throughout high-density areas during high-traffic times. All our Brand Ambassadors can answer questions about the product and remind users to ride on the street, ride one person to a scooter, and wear a helmet. This is one of our most effective ways to reach both users and non-users, and inform them not only of how to properly ride, but where is best to park. We plan to update these with key HelbizHubs to visit as well as safety tips. We will have these teams available throughout the pilot program, particularly during high-tourist times or major events.

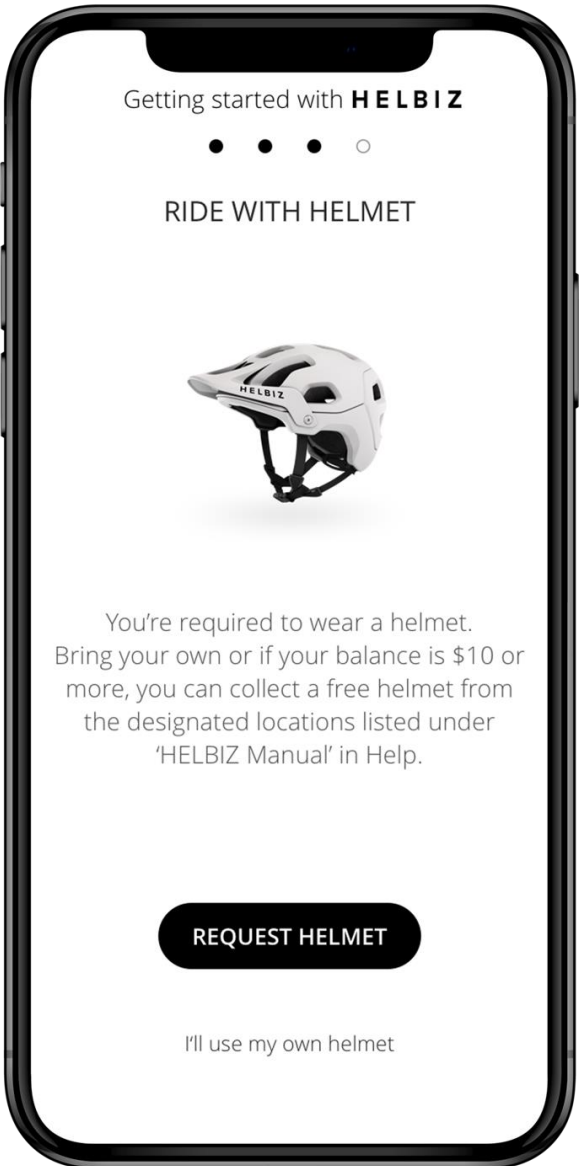
Educating users

Helbiz makes a concerted effort to communicate to customers on how to properly park, how and where to ride. Because our system is dock-free and our mission is to increase mobility for everyone, we do not have specific stations at which the scooters must be parked. Rather, we promote guidelines, rules and regulations on how to properly park and drive our devices: Helbiz scooters should not be parked in a way that obstructs pedestrian traffic, nor should they inhibit accessibility to curbs, ramps, transit stops or entranceways. On the side of sidewalks or next to bike racks are examples of permissible parking spots. We also send safety emails on a regular basis to users, which include reminders on how to properly park and we require a picture on where the scooter is parked after the ride.









Getting started with **HELBIZ**



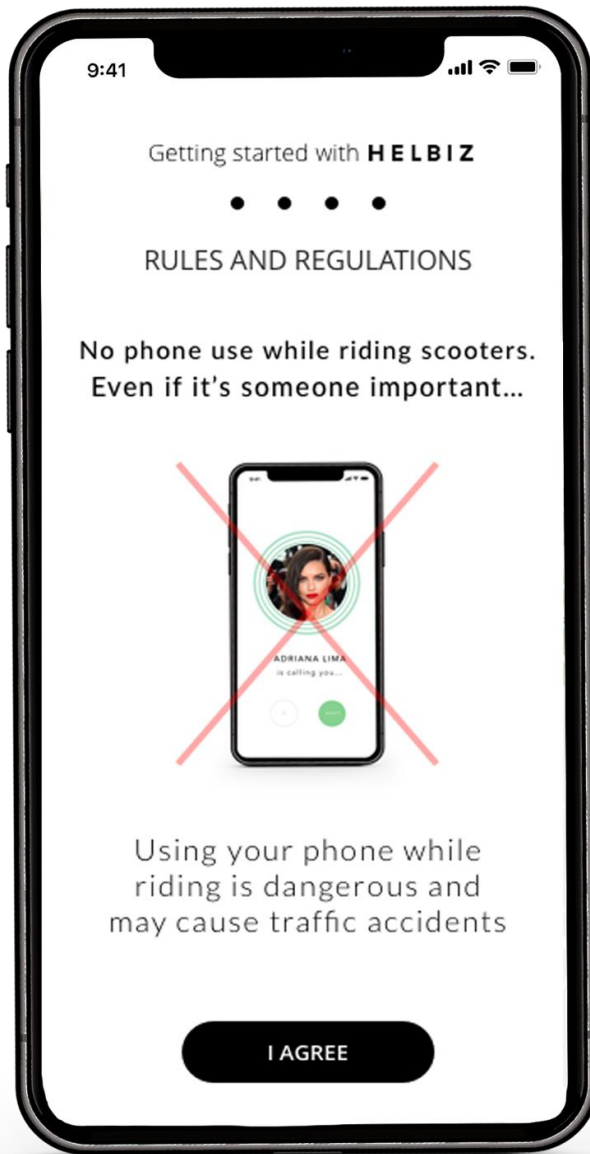
RIDE WITH HELMET

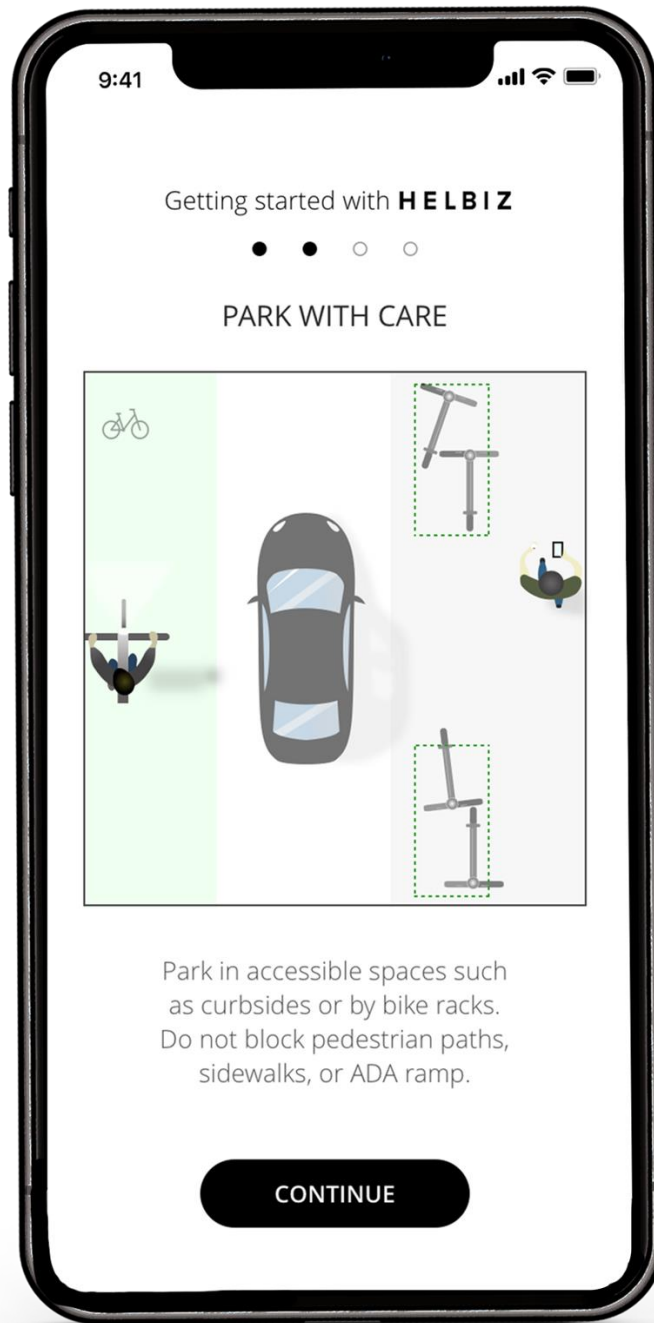


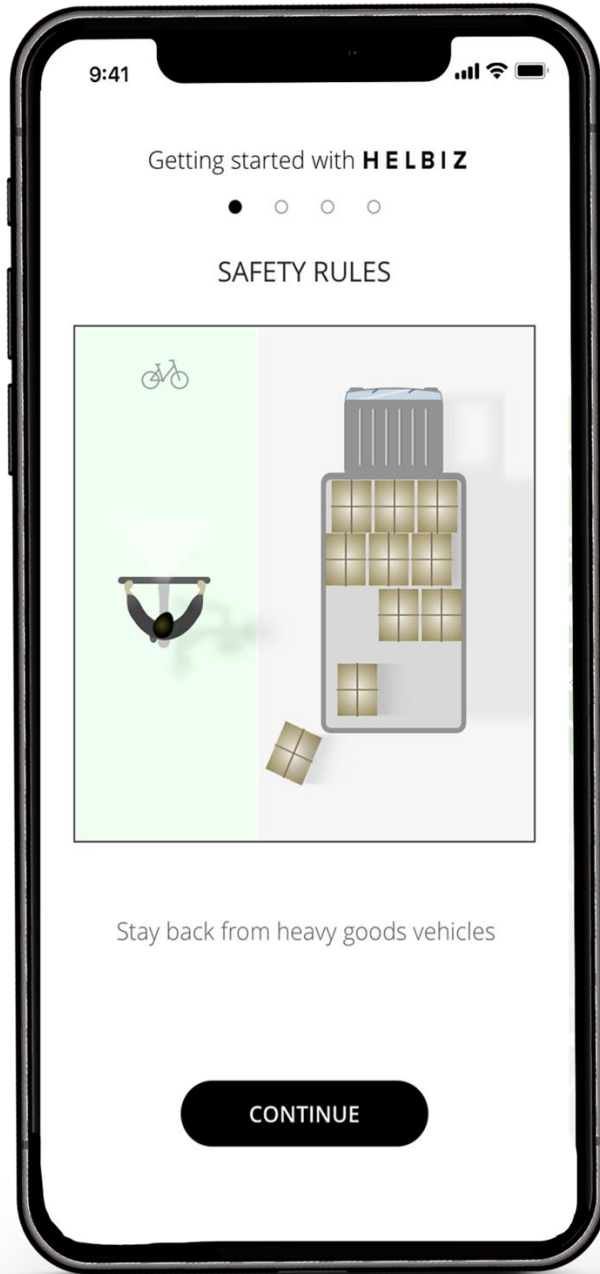
You're required to wear a helmet. Bring your own or if your balance is \$10 or more, you can collect a free helmet from the designated locations listed under 'HELBIZ Manual' in Help.

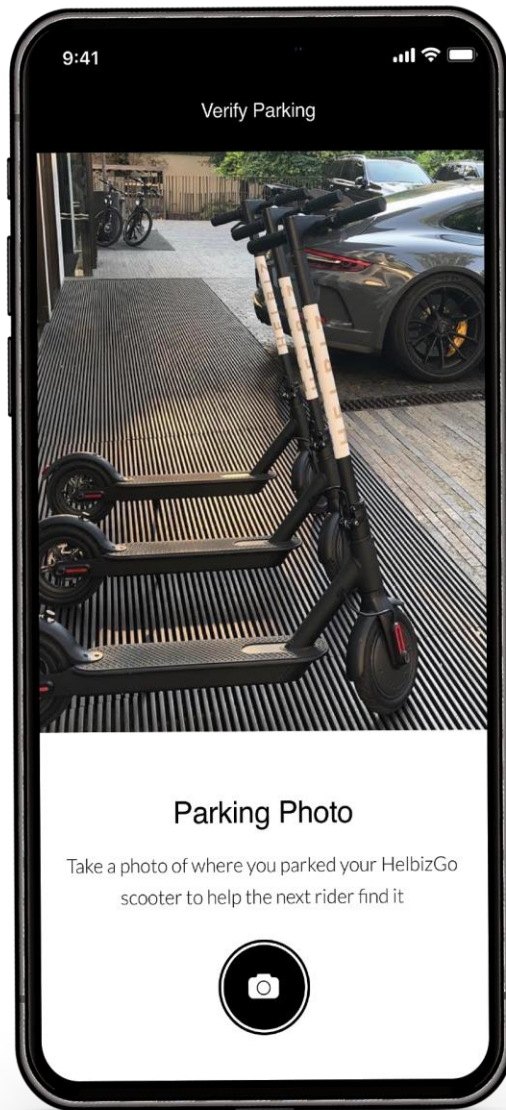
REQUEST HELMET

[I'll use my own helmet](#)









Integration with other modes of transportation

Across all of our markets, 27% of riders report using Helbiz to get to or from public transportation. In many of our urban markets, this number is much higher. In order to facilitate a multi-modal network with existing forms of transportation, we approach this from both an operations and partnership perspective.

Operationally, the team identifies locations at or near existing transit hubs to deploy our vehicles. By ensuring that Helbiz scooters are available at any transit stop, the team creates the opportunity for transit riders to rely on Helbiz for their commute. As we gather more information about where Miami riders take scooters, we will adjust this deployment to have maximum impact and to create a natural-feeling integration with existing transportation options.

From a partnership perspective, we work very closely with key transit agencies to identify areas to deepen collaboration and to ensure strong communication. Prior to the pilot program start date, we plan on having conversations with different partners and identify ways we can work together to improve mobility access and ridership on both systems. In other markets, we have created formal agreements with transit agencies to identify parking on their property, and we are also pursuing integrated payment options.

Helbiz's partnership-first approach informs every aspect of how our company operates and conducts itself, including our community engagement efforts. We endeavor to be a part of the community in each of our cities and campuses, working closely with governments, universities, and local stakeholders to tailor our dockless mobility services and be responsive to the community. These efforts include, among others, partnering with local community groups, helping local businesses and employers, and providing low-income access to our services.

Community Outreach Going Forward

If granted a permit, Helbiz will engage with the communities and demonstrate our commitment to be a good partner with the City.

Contracting with local shops: In any market, Helbiz seeks to work with local shops, such as bike shops, to assist in the operations or maintenance of our fleet, and we proactively reach out to local businesses to gauge their interest in such partnerships.

Helbiz Local: Helbiz Local supports local merchants by driving sustainable traffic to their brick-and-mortar stores. For our Helbiz Local partners, we provide a QR code that can be scanned in the store by Helbiz users to receive a refund on their ride or a ride credit, and we typically ask our Helbiz Local partners to assess some sort of discount as well. Our Helbiz Local partnerships also include collaborating on cross-promotional initiatives, such as organized rides or providing scooters for a storefront event.

Helbiz for Business: Helbiz for Business helps employers and organizations wishing to promote alternative and sustainable mobility modes for their employees and visitors. Our Helbiz for Business partners are guaranteed a certain number of Helbiz scooters at their location on a regular basis. Helbiz

for Business can be tailored to meet the needs of our partners – such as allowing for employer-subsidized rides or providing an introductory promotional rate for employees.

Community events: Helbiz proudly works with local agencies and community groups to promote safer streets, raise awareness of alternative mobility options, and sponsor public events. In fact, we welcome any invitations or requests from the community, and we always try our best to participate and be a good neighbor.

Multicultural Communities: Helbiz is responsive to our communities and the people who make up them, ranging from promoting dockless mobility providing multilingual materials to interested businesses. We plan to be proactive and responsive by designing and distributing multilingual literature and education to promote Helbiz scooter-share and Helbiz Access.

In particular, as we describe below in detail, we hope to leverage our multilingual materials and resources, including our multilingual employees, to go beyond our efforts in other partner cities by promoting and increasing participation in Helbiz’s scooter-share in low-income and diverse communities through on-the-ground community outreach events. See below for examples of multilingual materials and resources.

Equitable Implementation: Helbiz aims to serve every community, but we are particularly eager to provide personal mobility options to lower-income and diverse residents. In fact, Helbiz hopes to help cities achieve what other mobility modes have thus far struggled to transportation equity.

At Helbiz, we think our scooter-share program – which does not receive public funding – may be uniquely positioned to help improve transportation equity in certain priority neighborhoods by serving as a complementary or short-term measure until additional budget capacity for capital improvements is made available.

In addition to effectively serving disadvantaged communities, Helbiz’s equity programming will include our Helbiz Access program, which provides low-income residents a reduced rate and the ability to pay for rides using cash. Eligible residents can be discussed further upon issuance of permits. Residents wishing to sign up for our Helbiz Access low-income program can simply fill out the online application form, register in-person at one of our community events, or work directly with one of our community liaisons. Helbiz Access also provides eligible low-income residents who are unbanked with access to our scooters at the same discounted rate. Eligible low-income residents can use cash to purchase a Helbiz Access card at partner locations. Each Helbiz Access card will have a unique promo code that the user can enter into the app to “deposit” the Helbiz Access card’s balance into their Helbiz app account.

Low-income community outreach

Helbiz believes that any successful equity programming must include good-faith outreach to the communities we hope to serve by demonstrating to residents the tangible advantages and opportunities of Helbiz’s scooters. Focusing on affordability and convenience, we hope to generate interest and

participation among low- income communities in a way that makes Helbiz’s equity programming meaningful.

Helbiz plans further community engagement by conducting meet-and-greets with disadvantaged and low-income community leaders. To raise awareness in these communities and drive participation in our scooter-share program, Helbiz also plans to conduct community outreach events. These community-based events will be advertised in advance and will include social-media outreach, emails, community liaisons on the ground, and flyers/literature distributed.

The community outreach events will allow Helbiz’s community liaisons to educate prospective users about our scooter-share program, provide educational demonstrations of the scooters including proper usage and parking, help interested residents download the Helbiz app and create an account, and sign up in-person for Helbiz Access including the opportunity to purchase Helbiz Access cards with cash. Our community liaisons will also assist with securing or providing any translation or interpretation materials and services to ensure that our community outreach events are accessible.

Plan to implement safety programs

Helbiz has various safety programs to offer our partner communities, including:

- User education and notification via mobile application, scooter, and email
- Public education via social media, website, flyers, and community events
- Helmet giveaways at community events
- Plan for public information and education to users and non-users
- Helbiz has various measures to educate the public and our users about our scooters, including:
 - Informational Pop-Ups
 - In-App Push Notifications
 - Emails
 - Parking Rating Tool
 - On-Scooter Education
 - Online Education
 - On-the-Ground Education
 - Parking Signs and Zones/Virtual Stations
- Please see Section 5 for additional details

We believe that the best form of marketing Helbiz is executing our operations at the highest level possible. This means having a dependable fleet; quick turnaround times for support requests; and strong relationships with the local community. These are things that we strive for in every new market and are always working to improve.

When our day-to-day operations are running at a high level, we are able to generate a tremendous amount of awareness and ridership through word of mouth, in addition to the inherent visibility of our orange scooters. By giving our users the best experience possible and accommodating the surrounding community to the best of our ability, we create positive conversation around Helbiz that leads to more ridership.

In addition to executing our operations at a high level, we also employ traditional marketing tactics to generate buzz and awareness in the local community. Our primary goals with these marketing tactics are to educate people about our form of free-floating mobility and to bring new users onto the service. We may use all or only a few of the below strategies – with the exact mix and spend depending on community needs, public reaction to the service, and ridership.

Marketing program

Our Marketing, Communications, and Public Relations team is well-versed in working with local communities to identify the proper marketing and communications channels. As part of a new product launch, our team will work with the City to host a launch event, issue a press release, and share information with local news outlets.

Helbiz also equips the City and community partners with materials that can be used in a variety of ways: links on a webpage, social media posts, blog posts, and many other materials in our Press kit that comprise a robust marketing toolkit. We always seek to coordinate our marketing efforts with the City's resources to reach as much of the community as possible.

In addition to this partnership with the City, our marketing includes using our global brand at the local level. Through pop-up events, social media, sponsorship of pre-existing local events, and an operations team always equipped with Helbiz gear, our marketing program includes strong visibility throughout the community. We follow the lead of local organizations and collaborate where appropriate to ensure that everyone in the community learns about the various programs and features of Helbiz in Miami.

Strategies

Local Media Placement: Reach out to local reporters and pitch stories about Helbiz and our new form of dockless mobility. The primary goal here is to educate the public as to what this new service is, how it works, and how to ride.

Launch Day Events: Setting up tables and booths around town to bring users onto the service and generate ridership. These will be staffed by persons whose primary goal will be to educate passersby about Helbiz and encourage them to sign up for the service.

Digital Advertising: Running ads across a multitude of digital channels, all with the purpose of driving downloads to the Helbiz app. We will use a mix of social media and other channels to get in front of potential users and convert them into riders.

OOH Advertising: Using traditional out-of-home advertising to generate awareness and ridership in the community, such as bus stop posters, flyer placement, and, of course, the visibility of the scooters themselves. e. Ability to achieve interoperability or integration with other modes of transportation.

Depending on the technological factors involved, Helbiz has the ability to integrate our app and services with other modes of transportation provided in Miami. We look forward to learning more about the City's ideas and to working with the City on interoperability agreements that prove beneficial to the broader transportation network in the area.

Partnerships

The new mobility options have a big potential to improve national and regional mobility, but only if they are an option for every residents in the different cities where the service is provided.

Helbiz has enabled payment solutions to ensure that every cities and transit agencies utilizing our service can meet a minimum requirements to provide to unbanked passengers access to the our network. For passengers without credit cards or checking accounts we want to work with community partners to allow individuals to purchase vouchers or paying with cash.

Also rides can be paid using prepaid debit cards. Prepaid debit cards can be purchased at most grocery stores, convenience store and pharmacy chains.

In addition, we are exploring new ways in which cash payments can be accepted through our community partnerships programs and would allow individuals to buy vouchers with one or multiple use codes to unlock scooters.

We will be leveraging the expertise of Scooters Transit Systems and their work on implementing innovative cash payment programs for scooter programs around the US, Europe and the world.

Data and Reports

Helbiz acknowledge that each Operator must work with the City to provide accurate data for enforcement and planning purposes and will be committed to it sharing with the City of Miami a Monthly Report. Will be also provided a specific API's when the Permit will be granted and within an assigned timeframe.

Helbiz will provide to the Department of City Planning a monthly report within 14 days of the end of the calendar month. The monthly data report will include (as requested):

Ridership Report

- Total number of trips per day
- Maximum number of Devices in operation per day
- Average trip duration (in minutes and seconds)
- Average trip distance
- Number of unique users by month (number of accounts taking at least one trip)

- Average utilization rate (number of trips per deployed Device per day)

Customer Service Report

- List of reported parking complaints including: description, location of incident, description of company response, response time

List of other customer service complaints by complaint category (e.g. throttle, brake, low battery, other)

Safety Report

- List of crashes reported to the Operator (if any) including any documented injuries

Operations Report

- Summary of any efforts to improve education around riding and parking Devices (e.g., outreach events, in-app modifications, other strategies)
- Summary of new technological strategies (implemented or under development) to improve safety and general compliance with the ordinance and regulations
- Summary of other efforts in Miami and across the country to improve safety

The Ridership Report will allow the City to compare certain summary statistics across Operators over time, while the Customer Service Report, Safety Report, and Operations Report will provide the City with a qualitative summary of how each Company is working to ensure safe operations.

Helbiz is currently operating with secure data disposal, anonymizing any private information if a user deletes his/her account from the platform. Each individual city, and its data, is hosted on a dedicated server and if it would be required by the Miami Authorities all personal information would be deleted leaving Helbiz only with scooter and trip data to optimize operations. Helbiz does not operate with prepayments, it is strictly a pay-as-you-go service.

Detailed plan describing the IT systems, processes and technology

Helbiz has equipped its entire fleet with onboard IoT devices providing realtime 4G connection to Helbiz servers paired with sensors, international Sim Card and GPS providing location and sensor data in 30 second interval.

Helbiz has a dedicated team devoted to the data collection and API's who will provide daily or weekly reports of all specific data in JSON format as requested by Miami. If the authorities would like additional data or modifications they will be provided with a direct line of communication with the responsible team.

Initially Helbiz will provide weekly reports of Total trips, fleet size, Trip start and end-time of all hired devices; utilization rate, Trip route data: location of all hired and unhired devices at intervals of at least 30 seconds, at least once weekly; and average moving speed of user for every trip taken, including total distance as well as trip duration. All location data will be provided with latitude / longitude device location (WGS84) with precision up to 7 decimals.

Furthermore Helbiz tracks all user feedback both of their own rides as well as observing others in the public, data which can be shared with Miami to get a complete sense of the operation and impact on the city. Additionally through the feedback integration inside the Helbiz application, Helbiz will be able to conduct specific user surveys on behalf of Miami to gain additional insights.

In addition to receiving API data updates at given intervals directly from Helbiz, the city of Miami will get an access token enabling it to querying the API at any time.

Currently Helbiz is working on a dedicated platform for Governments to monitor entire operations as well as export any specific datasets or metrics.

Government Platform

Helbiz is currently working on developing a sophisticated portal for local authorities allowing realtime



access to the full datasets of the Helbiz fleet, from locations, rentals, heatmaps, real time trip routes, efficiency, idle times paired with all advanced analytics and metrics with integrated chat support connected to the Software and Operational team of Helbiz to establish a direct line of communication between city and operator.

For each city Helbiz launch in the local authorities will be given a dedicated login to easily monitor and analyze both the performance of the PMD's, platform but

also the response times of the Helbiz team to pickup/deploy, reposition, accommodate and balance fleet density based on demand as well as efficiency in regards to handle support requests, misparked or tipped scooters.

The platform will help authorities to gain detailed insight to all rentals, including pickup and drop-off locations, ride duration, speed, density, usage history, distances as well as exact routes based on the GPS installed in every PMD. In addition data will be available to be as CSV files to easily be incorporated in larger datasets.

The government platform is currently in development with an expected beta at the end of Q1 of 2019, with a full launch expected in Q2.

Customer claims and complaints

Helbiz has a centralized customer service department working 24 hours daily, and in the case Helbiz would close its Miami operation all users will still be able to have direct contact with the company to solve any claims or complaints writing at ask@helbiz.com.

Helbiz is devoted to keep a clear and direct line of communication between Helbiz and its users, and between city officials and the Helbiz operational team. For the daily users Helbiz offers:

- In-app chat support with trained in-house staff
- Support in Different Languages (English, Spanish) (Will be provided when we have a pre-approval)
- Dedicated phone number support 24/7 active with trained in-house staff (Will be provided when we have a pre-approval)
- Intuitive Rating / Review system upon trip completion
 - Notifying and opening a support ticket upon low rating
- Public events & employees on the street
- Report / feedback system for scooter issue reporting or platform improvements

Insurance and Indemnification

Helbiz is working with well-known global insurance companies and brokers to ensure coverage for claims from third parties for bodily injury or property damages caused by the company's employees, product or users. Our insurance plans will generally cover when the user gets injured while operating the Helbiz scooter, in case of class action suit for gross negligence and aiding and abetting assault.

From: [Octavio Lopez](#)
To: [Elora Riera](#)
Cc: [Miami R&R LLC](#)
Subject: Email to NBV Clerk
Date: Tuesday, May 28, 2019 1:34:15 PM

Hi Elora,

My name is Octavio Lopez. I am the tenant and owner representative for 7700 Miami View Dr. We submitted an application for a short term vacation rental license on May 6, 2019.

I received a certified letter dated May 23, 2019 declining my application. Per Section 13.17 of ULD Code, I would like to hereby submit this email as my request to appeal the decision in front of the Village Commission. I spoke to Denesse at the office and was informed that the Commission will meet on June 11, 2019. Can you please let me know if you need any additional information from me otherwise please confirm our case has been placed on the agenda.

Thank you,

Octavio Lopez
305-440-7505

Cc: Marcio Demelo / 917-843-6850

This email has been scanned for spam and viruses by Proofpoint Essentials. Click [here](#) to report this email as spam.

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7700 Miami view Dr.

1. 4/26/19- Citation#3267 for \$250.00 was issued for operating as a short term vacation rental without a license. (PAID)
Citation#3268 for \$250.00 was issued for advertising as a short term vacation rental without a short term vacation license. (PAID)
Citation #3269 for \$100.00 was also issued for operating as a short term vacation rental without a Business Tax Receipt. (PAID)
2. 5/8/19- the property was cited for doing work without a proper permit (replacing windows) CE#19892MT for \$200.00. (PAID AND PERMIT OBTAINED)
3. 5/11/19- Citation #3282 for \$500.00 was issued for operating as a short term vacation rental without a license. (PAID)
Citation #3283 for \$100.00 was also issued for operating as a short term vacation rental without a Business Tax Receipt. (PAID)
4. 5/18/19 - Citation#3028 for \$500.00 was issued for operating as a short term vacation rental without a license. (PAST DUE)
Citation #3029 for \$100.00 was also issued for operating as a short term vacation rental without a Business Tax Receipt. (PAST DUE)
5. 5/20/19 - Citation#3295 for \$500.00 was issued for operating as a short term vacation rental without a license. (PAID)
Citation #3296 for \$100.00 was also issued for operating as a short term vacation rental without a Business Tax Receipt. (PAID)
6. 5/25/19- Citation #3033 for \$500.00 issued for Operating as a Short-Term Vacation Rental without a license. (PAST DUE)
Citation #3034 for \$100.00 was also Operating without a Business Tax Receipt. (PAST DUE)
7. 5/26/19- Citation #3037 for \$500.00 was issued for Operating as a Short-Term Vacation Rental without a license. (PAST DUE)
Citation # 3036 for \$100.00 was also issued for Operating without a Business Tax Receipt. (PAST DUE)
8. 5/29/19- Citation # 3298 for \$500.00 was issued for Advertising as a Short-Term Vacation Rental without a license. (PAST DUE)
9. 5/31/19- - Citation # 3101 for \$500.00 was issued for Advertising as a Short-Term Vacation Rental without a license. (Due 6/10/19)
10. 6/1/19- Citation # 3106 for \$500.00 was issued for Advertising as a Short-Term Vacation Rental without a license. (Due 6/11/19)



North Bay Village

Administrative Offices
1666 Kennedy Causeway, Suite 300 North Bay Village, FL 33141
Tel: (305) 756-7171 Fax: (305) 756-7722 Website: www.nbvillage.com

May 23, 2019

Sent Via: **Certified**

Miami View Properties LLC
4779 Collins Avenue, #2001
Miami Beach, FL 33140

Re: Short Term Vacation Rental License Application Disposition
7700 Miami View Drive

Dear Octavio A. Lopez

Pursuant to Section 13.19 of the North Bay Village (the “Village”) Unified Land Development Code (the “ ULD Code”), your application for a Short Term Vacation Rental (“STVR”) License for the property located at 7700 Miami View Drive (the “Property”) is hereby denied. Please allow the following to explain.

The ULD Code in part states:

The Village Manager may refuse to issue a vacation rental license upon a third violation of this subchapter in any continuous 12-month period, including but not limited to, if the property has operated an unlicensed vacation rental in violation of subsection 13.3.A. or advertised an unlicensed vacation rental in violation of subsection 13.3.B. Such refusal to issue a Vacation Rental license shall be for a period of one year.

On April 26, 2019, the Village’s Code Enforcement Officers issued two separate citations to the Property for violations of Section 13.3(A) and 13.3(B) of the ULD Code. The underlying reasons were for your failure to obtain the requisite STVR license and for holding out the property for short term rental without the appropriate license, respectively. A third violation occurred on May 11, 2019, again for failing to have the requisite STVR license. On both dates, Code Enforcement also cited the Property for operating without a Business Tax Receipt, as per Section 13.4 of the ULD Code and Section 110.06 of the Village Code of Ordinances. The Property additionally was cited, on April 9, 2019, for displaying a prohibited sign (Section 11.4(B) of the ULD Code) and again, on May 8, 2019, for having ongoing structural work without a permit (Section 151.11(A) of the Village Code of Ordinances).

Mayor
Brent Latham

Vice-Mayor
Marvin Wilmoth

Commissioner
Jose Alvarez

Commissioner At Large
Julianna Strout

Commissioner
Andreana Jackson

Pursuant to Section 13.17 of the ULD Code, you have the opportunity to appeal the decision of the Village Manager to deny your STVR License application to the Village Commission. Should you wish to appeal, you must submit written notice to the Village Clerk within ten (10) days of receiving this letter. The Village Clerk shall place the matter on the agenda of an upcoming meeting of the Village Commission. The decision of the Village Commission shall be final. Such a final decision may be reviewed as permitted under Florida law.

Additionally, be advised that the foregoing violations will be placed on the agenda of the next duly called meeting of the Village Magistrate for adjudication. Pursuant to the Village Code of Ordinances, you will receive notice and have the opportunity to speak before the matter is addressed by the Village Magistrate. Any decisions of the Magistrate may also be reviewed as permitted by Florida law.

The Village's Code are in place to ensure positive effects on property value, community appearance and neighborhood pride. Adherence to the Village Codes and maintenance of property is the responsibility of each and every citizen. I ask you to promptly turn your attention to this very important matter, avoid incurring future violations on the Property, and work with the Village to maintain the amazing quality of life enjoyed in the Village. Should you have any questions, please do not hesitate to contact me.

Sincerely,

Ralph Rosado

Cc: Excelsior Corporate Services LLC
Joseph F. Boulos
Octavio Antonio Lopez



North Bay Village Recommendation Memorandum

DATE: June 11, 2019

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Interim Village Manager Dr. Ralph Rosado

THROUGH: Interim Village Manager Dr. Ralph Rosado

SUBJECT: North Bay Village Community Foundation

REQUEST

Creation of the North Bay Village Community Foundation as a 501(c)(3) of the Internal Revenue Service (IRS) Code as a tax-exempt organization.

BACKGROUND AND ANALYSIS

A community foundation is a charitable organization that supports the need of a specific geographical area. The purpose of a community foundation is to serve the needs and philanthropic endeavors of donors that wish to better their community. Giving to a community foundation provides donors with an opportunity to maximize their impact of charitable giving with tax-effective, flexible and efficient use of their donated dollars.

Although community foundations regularly seek support from the general public and multiple donors, the foundation can also provide grants. This allows the foundation to administer scholarships and donor-advised funds on behalf of individuals as well as receiving grants from multiple organizations that only provide funding to non-governmental organizations.

The creation of an endowment may also be implemented so that the funds can produce monthly income that would then be invested to help meet the community's charitable needs. An endowment would ensure that the gifts to the community foundation are forever benefiting the community's shared goals.

FINANCIAL IMPACT

N/A

BUDGETARY IMPACT (Finance Dept.)

N/A

PERSONNEL IMPACT

N/A

RECOMMENDATION

Village Administration encourages the creation of a North Bay Village Community Foundation as a 501(c)(3) of the Internal Revenue Service (IRS) Code as a tax-exempt organization. All contributions would be tax-deductible to the maximum allowable amount per the IRS Code.

The foundation members would work as an independent organization overseen by an appointed Board of Directors. Board members would be appointed by the North Bay Village Mayor and Commission. It is recommended that the board members terms remain concurrently with those of the Mayor and Commission.

The Community Foundation is a voluntary board composed of members who reside within North Bay Village boundaries. The board would be responsible for overseeing fundraising and grant writing for various Village initiatives or events like college scholarships, tree plantings, and park improvements.



North Bay Village Recommendation Memorandum

DATE: June 11, 2019

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Interim Village Manager Dr. Ralph Rosado

THROUGH: Interim Village Manager Dr. Ralph Rosado

SUBJECT: Short-Term Vacation Rentals

REQUEST

Amend Village Code of Ordinances Chapter 13, titled VACATION RENTAL LICENSE PROGRAM, to increase penalties and fees as outlined below.

BACKGROUND AND ANALYSIS

Short-Term Vacation Rentals (STVRs) are a matter of increasing concern in North Bay Village and other municipalities throughout the country. In 2011 the Florida Legislature prohibited cities from regulating STVRs, as defined as properties that are rented more than three (3) times a year for less than 30 days at a time. This legislation allowed cities to “grandfather” in ordinances regulating short-term rentals adopted before June 1, 2011. However, in 2014, the Legislature passed a bill that eased restrictions and allowed cities to adopt ordinances specific to STVRs. However, The 2014 legislative bill does not allow for municipalities to prohibit or ban them completely (Floridaleagueofcities.com, 2019).

North Bay Village 9 Step Concerned Strategy:

After meeting with several residents, Village Administration identified 9 points staff could immediately begin working on in order to reduce STVR related violations and nuisances. Below the 9 points are listed, followed by a status update in red text.

1. Anyone who is experiencing behavior that may be criminal or nuisance in nature (whether at a licensed STVR, an unlicensed one or in general) should immediately contact our Police Department at 305-758-2626. Do not confront another person about his/her behavior, as this is potentially unsafe. Instead, please contact our Police Department directly. **This messaging will continue to be used in various formats like social media and flyers that are handed out at the North Bay Island guardhouse.**
2. We have resumed training all our officers on how to properly cite visitors who are abusing our rules. **Training between Police Officers and Code Enforcement is ongoing, and both departments are coordinating efforts to provide 24-hour enforcement. In order to enforce Village ordinances, calls for service at STVR locations will continue to require a written report regardless of observations made by the responding officers. Additionally, the on-duty supervisor will respond to all calls for service at these locations.**
3. We maintain a list of licensed STVRs. If you believe a home or condo is an unlicensed STVR, please notify our Code Officers Maria Tovar and Tuchette Torres-Lee at 305-756-7171 or via their emails (mtovar@nbvillage.com and torres-lee@nbvillage.com). **Please see the enclosed list of current known STVRs along with other pertinent information.**
4. We are purchasing software that helps to detect unlicensed STVRs, so that we can more proactively catch violators. **The Administration has recently purchased the software Harmari. The IT department is scheduling the installation onto various computers for Code Enforcement use.**
5. We are putting STVR forms online, so we can more easily regulate and reference the information and so that we can free our Code Officers to be in the field more, rather than being in the office pulling up files. **Software was installed on Code Enforcement laptops allowing access to a paperless system. Code Enforcement is also being provided with mobile printers to encourage more field time further.**
6. We will encourage condo buildings to more accurately self-patrol so that they are better partners in enforcement and for the improvement of quality of life of their residents. **Code Enforcement has begun speaking with each association to build relationships and begin coordinating efforts.**
7. We are looking at “Best Practices” in the field so that we can learn from other communities that have tackled this issue. **This policy document and recommendations take into account best practices from surrounding municipalities.**
8. We are looking at raising our fees for signing up to be an STVR. We are looking at adjusting the fees to be by square footage, so that larger homes (which could potentially house more people and thereby be more disruptive) are penalized more than studios and one-bedrooms, for example. Lawsuits have been filed against other cities that have raised their fees and fines, and we are being vigilant about the outcomes of these lawsuits.) **Village Administration will continue to monitor the pending lawsuits. However, the recommendations listed in this policy would strengthen the Village’s fines and restrict how many people are allowed to occupy a licensed STVR.**
9. We will enforce a “three-strikes-and-you’re-out” policy, so that frequent violators can no longer do STVR business in our village. This policy is codified in the Village’s ordinances. **The first application denial (see enclosed) was a result of this “three-strikes-and-you’re-out” policy. The recommendation below looks to strengthen further the policy adding additional fines and time to the suspended licenses.**

Miami Beach:

As it became easier to advertise apartments and homes for use as a STVR, the City of Miami Beach found it had a growing problem. Over five years, STVRs more than doubled from 600 in FY 13-14 to more than 1700 this past year. The City imposed some of the most aggressive STVR policies in the country, with fines of \$20,000 per violation. Although the city has issued more than \$8 million in fines, it is difficult to enforce the code fines. A Miami Herald article found that although property owners were fined, brokers or tenants would illegally sublet the properties. Property owners would successfully appeal or negotiate lower payments. Other owners are currently suing the City for what they believe is a violation of state law when imposing fines that are above a state threshold. (Source: Kyra Gurney & Taylor Dolven "Huge fines, midnight busts: Inside Miami Beach's war on short-term rentals" 2019).

Policy Objectives:

As North Bay Village looks to strengthen the makeup of our community, it is essential to identify various Policy Objectives. This policy recommendation hopes to reinforce current Village code ordinances already in place for STVRs, to ensure that:

- traditional neighborhoods are not turned into tourist areas
- the regulation prevents properties from becoming pseudo hotels or "party houses"
- risk to public safety are minimal
- property owners are discouraged from operating STVRs without proper license from the Village

North Bay Village Current Code:

Chapter 13 of the North Bay Village municipal code directly deals with the subject of STVRs. The code specifically details what is considered an STVR, that a license is required, how to apply for a license, and penalties and enforcement.

Should a property be cited for violation of Chapter 13, the first offense would be subject to a fine of \$250 and a \$500 fine for each subsequent offense. Each day a violation exists constitutes a separate and new violation. The code then states that the village manager shall suspend a vacation rental license after a third violation for a period of 12 months.

The village may also pursue other available remedies which may include injunction relief, abatement of public nuisance, liens, imprisonment and other penalties as provided by law.

In the process of due diligence, Village staff reviewed the penalty code for a few other municipalities that were not “grandfathered” by the 2011 Florida statute. Below is a chart that lists the differences between these municipalities.

Municipality	Fine for First Violation	Fine for Second Violation	License Revocation Threshold	Fine without a License
North Bay Village	\$250	\$500	After 3 violations 1-year suspension.	N/A
Hollywood	\$250	\$500	After 3 violations 1-year suspension.	N/A
Fort Lauderdale	\$200	\$500	After 3 violations 180-day suspension; after 4 violations a 1-year suspension.	\$1000
North Miami*	\$500	\$100	After 3 violations 1-year suspension and a \$5,000 fine.	N/A
Bay Harbor Islands	\$250	\$500	After 3 violations a 30 day suspension; after 4 violations a 1-year suspension; each additional violation adds a year suspension.	N/A
Pinecrest	\$250	\$500	After 3 violations a 30 day suspension; after 4 violations a 1-year suspension; each additional violation adds a year suspension.	N/A
Palmetto Bay	\$250	\$500	After 2 violations a 30 day suspension; after 3 violations a 1-year suspension; each additional violation adds a year suspension.	N/A
Miami-Dade County	\$100	\$1,000 each additional offense \$2,500	Requires a Certificate of Use for each rental. Three citations within a year may affect the issue or renewal of Certificate of Use. The Department Director may issue a provisional certificate for a limited time.	

*North Miami had adopted ordinances regarding STVRs prior to the 2011 Florida Statutes.

FINANCIAL IMPACT

TBD – Stricter regulations may discourage homeowners from operating STVR. Additional revenues may be collected due to properties violation code ordinances.

BUDGETARY IMPACT (Finance Dept.)

N/A

PERSONNEL IMPACT

N/A

RECOMMENDATION

As shown above, the Village code is in line with other surrounding communities. However, staff believes there is room to strengthen our code based on best practices to further protect the fabric of the community as a traditional residential community.

1. Increase penalty for the first violation from \$250 to \$500.
2. Increase penalty for second violation from \$500 to \$1,000.
3. Upon the second violation, any STVR license is suspended for thirty (30) calendar days.
4. Upon a third violation, the suspension is increased to twelve (12) calendar months (as currently established) and a five thousand dollar fine (\$5,000).
5. Each subsequent violation adds twelve (12) calendar months to the suspension.
6. Operating an STVR without a license is a one thousand dollar fine (\$1,000) per day/occurrence.
7. The maximum vacation rental occupancy shall not exceed the smallest occupancy calculated pursuant to each of the following standards:
 - a. Two (2) persons per bedroom, regardless of the number of bedrooms;
 - b. The maximum occupancy shall be limited to ten (10) transient Occupants per Vacation Rental Unit; and
 - c. Three (3) Transient Occupants per one (1) off-street parking space legally available to the property, the exact number of which is determined by the requirement of Division of the Village Land Development Regulations of the Village Code of Ordinances.
8. Information required to be posted under Chapter 13.15 (Posting of Vacation Rental Information) shall also be made part of each rental agreement/lease.
9. The vacation rental representative shall make available to the village at any time requested a registration log with all leases' contact information and permanent address.
10. Require all STVR applications that are not the property owner have a signed, notarized letter stating the property owner is aware of the STVR and that the Village may also pursue all other available remedies which may include injunction relief, abatement of public nuisance, liens, imprisonment and other penalties as provided by law.

Property Address	Property Owner	Original License Issue Date	License Renewal	Citations/Notes
NORTH	BAY	ISLAND		
7501 Coquina Dr	7501 Coquina LLC	12/14/2018	9/30/2019	None
7521 Coquina Dr	Hasan Keresteci	4/5/2017	9/30/2019	None
7611 Coquina Dr	Rafael Visbal	Pending		None
7720 Miami View Dr	Juan Luis Matos	11/2/2017	9/30/2019	Police called to property 38 times in 2018; cited on 5/12 & 5/24/18 for loud noise; license renewal was denied but then approved by Previous Attorney. Issued warnings for trash cans in May 2019 and advertising as a Vacation Rental in January 2019 before renewal was approved.
7701 Beachview Dr	Nabil Hach Al-Luch	1/25/2019	9/30/2019	Has a lien on the property. The violations have been complied, but owes the Village money.
7711 Beachview Dr	Maria Zelaya & Coralia Rodriguez	4/5/2017	9/30/2019	Loud noise warning for music at a birthday party in November 2018.
7811 Beachview Dr	Esther Santana	12/9/2016	9/30/2019	None
7700 Miami View Dr	Miami View Properties LLC	Illegal STVR	Applied and Denied	Issued warning for banner signs in April 2019 (complied); issued 3 citations for illegal STVR in April 2019; issued infraction for work without permits in May 2019; issued 6 citations for illegal STVR in May 2019.
7800 Miami View Dr	7800 Miami View NBV LLC	7/10/2017	9/30/2019	Issued citation for trash cans in May 2019; Police came to property for noise in May 2019 and was unfounded.
7720 Center Bay Dr	MPS Atlantic Investments, LLC.	11/2/2017	9/30/2019	Police called to property for loud noise in June 2018- no violation; Issued citation in October 2018 for loud music & talking; issued warning for trash cans in May 2019.
7810 Center Bay Dr	VMBA LLC	1/15/2019	9/30/2019	Issued 2 citations for illegal STVR in October 2018; issued infraction and citation for work without permits in November 2018 (complied); issued citation for trash cans in May 2019.
1365 Bay Terrace	David Simkins	Illegal STVR	Applied	Issued citation for illegal STVR in June 2018; Police went in June 2018 for loud party-unfounded; Issued 3 citations, one in August, October and December 2018 for trash cans; Issued citation for advertising as an illegal STVR in October 2018-taken to Magistrate-case continued; issued 1 citation in March 2019 and 3 citations in May 2019 for illegal STVR. Issued citation for trash cans in May 2019.
TREASURE	ISLAND			
1441 S Treasure Dr	Yair D Massir & Rebeca Mehzari	1/7/2019	9/30/2019	Issued 4 citations for work without permits in January 2018; accumulated fines that were mitigated down on a payment plan over a year's time; issued 1 warning for illegal STVR in June 2018; issued 1 citation for illegal STVR in December 2018; issued 2 citations for trash cans in December 2018.
1470 S Treasure Dr	Mark Bagan & Anne Bagan	10/11/2018	9/30/2019	
1580 S Treasure Dr	1580 S TREASURE DR LLC	4/24/2018	9/30/2019	
7533 Bounty Ave	Jesus E Suarez Toscano	12/17/2018	9/30/2019	
7541 Cutlass Ave	Tung D Nguyen & Loan D Nguyen	5/2/2017	9/30/2019	
7504 W Treasure Dr	7504 W TREASURE DRIVE LLC	Pending		Issued a citation in June 2018 for illegal STVR; went to Special Magistrate in November 2018; Case was continued. Owes Fines.

Property Address	Property Owner	Original License Issue Date	License Renewal	Citations/Notes
HARBOR	ISLAND			
7904 West Drive #214		Pending		Issued warning In January 2019 for illegal STVR. Bayshore doesn't have assigned parking. License was waiting for attorney to review.
7926 East Dr		9/30/2016	9/30/2018	License pending renewal.
7939 East Dr #2,4,6,7,9, 11,12,14		2/19/2019	9/30/2019	None
7946 East Dr. #309		1/25/2019	9/30/2019	None



North Bay Village Recommendation Memorandum

DATE: June 11, 2019

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Interim Village Manager Dr. Ralph Rosado

THROUGH: Mayor Brent Latham and Commissioner Andreana Jackson

SUBJECT: Schonberger Tot Lot Park Age Restrictions

REQUEST

Amend Village Code of Ordinances Chapter 97, Section 11 titled Toddler Park, be revised to allow all children twelve (12) year olds and under access Schonberger Park.

BACKGROUND AND ANALYSIS

Kids throughout the community and those at Treasure Island Elementary School (TIES), which is adjacent to the park, enjoy Philip Schonberger Park on a daily bases. Children that currently attend TIES range in age from four (4) to twelve (12). Currently, North Bay Village code section Chapter 97, Section 11 titled Toddler Park, prohibits children 8-years or older from playing in Schonberger Park.

On May 24, 2019, Mayor Brent Latham participated in Career Day at TIES. Some students requested children ages eight (8) to twelve (12) have access to the park.

FINANCIAL IMPACT

N/A

BUDGETARY IMPACT (Finance Dept.)

N/A

PERSONNEL IMPACT

N/A

RECOMMENDATION

Staff is recommending that Village Code of Ordinances Chapter 97, Section 11 titled Toddler Park, be revised to allow all children twelve (12) year olds and under access Schonberger Park. Staff is recommending the age limit be set at twelve (12) as it would correlate with children attending TIES at the fifth-grade level.



North Bay Village Recommendation Memorandum

DATE: June 11, 2019

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Ralph Rosado, Interim Village Manager

THROUGH: Ralph Rosado, Interim Village Manager

SUBJECT: Updating the Business Tax Receipt Issuance Process

REQUEST

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING TITLE XI, CHAPTER 110, ENTITLED “GENERAL LICENSING AND OTHER PROVISIONS,” OF THE VILLAGE CODE OF ORDINANCES BY UPDATING THE BUSINESS TAX RECEIPT ISSUANCE PROCESS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

BACKGROUND AND ANALYSIS

Currently, this process is under the Village Clerk’s Department. This amendment improves the way that individuals and businesses conduct business within the Village and is in the best interest of the community.

FINANCIAL IMPACT

None.

BUGETARY IMPACT (Finance Dept.)

None.

PERSONNEL IMPACT

None.

RECOMMENDATION

Recommendation to approve the ordinance on second reading.

ORDINANCE NO. 2019- _____

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING TITLE XI, CHAPTER 110, ENTITLED “GENERAL LICENSING AND OTHER PROVISIONS,” OF THE VILLAGE CODE OF ORDINANCES BY UPDATING THE BUSINESS TAX RECEIPT ISSUANCE PROCESS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Commission of North Bay Village (the “Village”) wishes to update the procedures in the Village’s Code of Ordinances (the “Code”) regarding the issuance of the business tax receipts with the goal of making the process more expedient and efficient and making it easier for businesses to comply with the licensing requirements in the Code; and

WHEREAS, the Village Commission finds that this amendment improves the way that individuals and businesses conduct business within the Village and is in the best interest of the community.

NOW, THEREFORE, BE IT ENACTED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Incorporated. The above-stated recitals are hereby confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Village Code of Ordinances Amended. Chapter 110 of the North Bay Village Code of Ordinances, entitled “General Licensing and Other Provisions,” is hereby amended to read, as follows:

* * *

Chapter 110 - GENERAL LICENSING AND OTHER PROVISIONS

* * *

§ 110.01 - Business tax receipts required; exemption for nonprofit corporations.

* * *

(B) Nonprofit corporations and other private foundations which are exempt from taxation under § 501 of the Internal Revenue Code, 26 USC § 501, may apply to the Village Commission for an exemption from the requirements of this subchapter for a business tax receipt.

After a public hearing the Village Commission may grant a receipt if all of the appropriate documents required have been filed with the Village Clerk, Manager, or his designee. Any nonprofit corporation or private foundation requesting an exemption from the requirements for a business tax receipt under this subchapter shall file with the Village Clerk, Manager, or his designee, copies of all supporting documents filed with the Secretary of State or the Internal Revenue Service of the United States to obtain such tax exempt status, and any other records and information that may be required by the Clerk, Manager, or his designee, as set forth in §§ 115.30 through 115.39 governing solicitation by religious organizations in the Village.

* * *

§ 110.02 - Term of business tax receipts.

Receipts shall be issued by the Village Clerk, Manager, or his designee, for a period of one year, October 1 to September 30, and the taxes shall be payable at his office on October 1 of each year. After April 1 of any year the Business tax receipt fee shall be one-half of the yearly fee.

* * *

§ 110.10 - Business tax schedule.

(A) The business taxes set forth in the schedule contained in division (B) of this section upon the following businesses, professions and occupations in the Village, are imposed, the said tax being payable annually, beginning October 1 each year and shall expire on September 30th the following year, unless otherwise specified and upon the issuance of a receipt which shall be issued or denied upon the procedure set forth herein below:

- (1) *Procedures for issuance.* No business tax receipt shall be issued or granted to any person to engage in any business named, identified or encompassed by this chapter unless an application is filed with the Village Clerk, Manager, or his designee, on forms provided for that purpose, disclosing the following:

* * *

(e) The application shall contain a section designated "emergency locator." The applicant shall fill out as part of the Business tax receipt application the names, business and resident addresses and resident and business phone numbers of the owner or owners, and the manager or other persons to be notified in case of fire or other emergencies. Any changes in such information during the period for which the receipt is issued shall be made to the Village Clerk Manager, or his designee, in writing.

* * *

(j) The business tax receipt shall be signed by the Village Clerk Manager, or his designee issuing the same.

* * *

(B) Business taxes for the following businesses, occupations, or professions are levied and imposed as follows:

* * *

(33) COIN-OPERATED MERCHANDISE OR SERVICE VENDING MACHINES, except machines vending newspapers, drinking cups or postage stamps not otherwise provided for herein (distribution) 125.00

Each \$0.01 machine\6.50

Each \$0.02 through \$0.15 machine\6.25

Each machine \$0.16 and over\6.25

Provided, further, that any person placing and maintaining any coin-operated newspaper vending machine or device in any public place shall procure and file with the Village Clerk Manager, or his designee, a liability insurance policy insuring such person for injury to the public caused by such machines in the sum of \$10,000.00 for injury to any one person in the same accident, and \$20,000.00 for injury to more than one person in the same accident, and \$1,000.00 property damage in any one accident.

* * *

(75) MUSIC BOXES, MECHANICAL PHONOGRAPHS, CONSOLES, JUKE BOXES or other similar machines. Every person selling, leasing or renting one or more music box, mechanical phonograph, console, juke box, or other similar machine along or in conjunction with any other business shall, as a prerequisite, be required to pay business taxes as follow:

* * *

(c) For operating a music box, mechanical phonograph, console, juke box, or other similar machine where the operator thereof is not engaged in the business of selling, leasing, or renting any of such devices and where the operator of such device is the owner, thereof, there shall be paid a business tax 125.00

Provided, however, that where such music box, mechanical phonograph, console, juke box or other similar machine is operated by coin receiving remote control selector unit or device used in connection with such music box, mechanical phonograph, console, juke box, or similar machine an additional business tax\12.25

Provided, however, that before any such music box, mechanical phonograph, console, juke box, or other similar machine is so operated or used, a metal tag for each of same must be obtained from the Village ~~Clerk~~ Manager, or his designee and must be affixed to the instrument or machine in a conspicuous place by the business tax receipt, such tag to be numbered serially and bear such appropriate inscription as the Village ~~Clerk~~ Manager, or his designee, may designate. Failure by the receipt holder to affix or cause to be affixed such tags to such instrument machine so certificated shall constitute a violation of this chapter.

* * *

§ 110.12 - Regulations covering coin-operated machines.

* * *

(B) At any time prior to the holding of such sale, the person owning such machine or device may, upon proof of ownership as evidenced by bill of sale or other evidence satisfactory to the Chief of Police, obtain such machine or device upon payment to the Village ~~Clerk~~ Manager, or his designee, the sum of \$100.00 plus all costs and expenses incurred by the Village for the transportation and storage of the machine or device and publication of notice, if any, in connection with the confiscation of such machine or device; provided, however, that the device shall be returned without cost or penalty if the owner establishes that the required information was posted in accordance with this section and that the device was regularly inspected for such compliance.

Section 3. **Conflict.** All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 4. **Severability.** That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but

they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Inclusion in Code. The provisions of this Ordinance shall become and be made a part of the City Code, that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word

Section 6. Implementation. The Village Manager, Village Attorney, and Village Clerk are hereby authorized to take such further action as may be needed to implement the purpose and provisions of this Ordinance

Section 7. Effective Date. That this Ordinance shall become effective immediately upon adoption on second reading.

The foregoing Ordinance was offered by Commissioner _____, who moved its adoption. This motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Mayor Brent Latham _____
Vice Mayor Marvin Wilmoth _____
Commissioner Jose R. Alvarez _____
Commissioner Andreana Jackson _____
Commissioner Julianna Strout _____

PASSED on first reading on this 14th of May, 2019.

PASSED AND ENACTED on second reading on this 11th day of June, 2019.

Brent Latham, Mayor

ATTEST:

Elora Riera, CMC
Village Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL
INTERIM VILLAGE ATTORNEY



North Bay Village Recommendation Memorandum

DATE: June 11, 2019

TO: Honorable Mayor, Vice Mayor and Members of the Village Commission

FROM: Brent Latham, Mayor

THROUGH: Ralph Rosado, Interim Village Manager

SUBJECT: Prohibiting the Planting of Invasive Plant Species

REQUEST

There are many ways in which the introduction of non-native or exotic species negatively affects our environment and the diversity of life on our planet. The statistics are troubling, and more attention must be paid to the problem and devising a solution before the cost is more than we can bear. Invasive species cause more damage than some pollutants. Almost half of the native species in America are endangered because of invasive species.

- Compared to other threats to biodiversity, invasive introduced species rank second only to habitat destruction, such as forest clearing.
- Of all 1,880 imperiled species in the United States, 49% are endangered because of introduced species alone or because of their impact combined with other forces.
- In fact, introduced species are a greater threat to native biodiversity than pollution, harvest, and disease combined.
- Further, through damage to agriculture, forestry, fisheries, and other human enterprises, introduced species inflict an enormous economic cost, estimated at \$137 billion per year to the U.S. economy alone.
- Of course, some introduced species (such as most of our food crops and pets) are beneficial. However, others are very damaging.

RECOMMENDATION

Approval of ordinance on second reading.

ORDINANCE NO. 2019- _____

AN ORDINANCE OF THE COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AMENDING THE VILLAGE CODE OF ORDINANCE BY THE CREATION OF SECTION 100.03, "PROHIBITED VEGETATION"; PROHIBITING THE PLANTING OF INVASIVE PLANT SPECIES; PROVIDING FOR PENALTIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Commission of North Bay Village (the "Village") recognizes that the ecosystem of South Florida, especially those of coastal communities, is very sensitive to a variety of factors, including, but not limited to the introduction of foreign plants and animals; and

WHEREAS, the Commission desires to help improve the environment and Florida's ecosystem, as well as mitigate public hazards and other undesirable conditions caused by plantings, by prohibiting the planting and uncontrollable growth of invasive plant species; and

WHEREAS, the Commission finds that the passage of this Ordinance will protect property, promote public and environmental health, and otherwise be in the best interest of the community.

NOW, THEREFORE, BE IT ENACTED BY THE MAYOR AND COMMISSION OF NORTH BAY VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Incorporated. The above-stated recitals are hereby confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Village Code of Ordinances Amended. Chapter 100 of the North Bay Village Code of Ordinances, entitled “Tree Preservation and Protection,” is hereby amended to read, as follows:

Chapter 100 - TREE PRESERVATION AND PROTECTION

* * *

§ 100.03 - Prohibited vegetation.

(A) It shall be unlawful for those plant species defined as exotic pest plants, nuisance species, and/or invasive species, in Chapter 24 of the Miami-Dade County Code and/or the Miami-Dade County Prohibited Plant Species List, as amended, with scientific nomenclature as set forth in Wunderlin, Richard P. and Hansen, Bruce F., Guide to the Vascular Plants of Florida, 2nd Ed. University of Florida Press, Gainesville, FL. (2003), a copy of which shall be maintained by the Director or Director's designee and available for review by the public, to be planted within the Village and, if already in existence within the Village, to be maintained in such a way as to avoid a nuisance to surrounding properties, public hazards, and/or the disruption of public rights-of-way or infrastructure.

(B) The foregoing prohibited vegetation shall be required to be removed for on sites being redeveloped pursuant to a site plan approval. The removal of prohibited vegetation shall be in conjunction with proposed land clearing contingent upon site plan approval, unless the director of the department of planning and zoning determines that the removal of the prohibited plant species meets the purpose and intent of these regulations. The sale of prohibited plant vegetation is not permitted within the Village.

(C) In addition to those species incorporated by reference above, due to intrusiveness into water/sewer lines, invasive growth habits and/or the lack of ability to withstand significant winds, the following species shall also be prohibited:

- (1) Ficus (all species except Ficus aurea, Ficus citrifolia, Ficus repens, Ficus rubiginosa, Ficus pumila and Ficus macrophylla);
- (2) Australian Pine;
- (3) Black Olive; and
- (4) Eucalyptus.

Any prohibited vegetation that currently exists on private property as of the date of passage and adoption of this Ordinance shall be allowed to remain but may not be replaced for any reason, including, but not limited to the death, significantly damage or destruction of the prohibited vegetation, without regard to cause. Otherwise, the

prohibited vegetation must be kept in accordance with section (A) and (B) herein.

(D) Failure to adhere to the provisions of this Ordinance shall be deemed a citable violation of the Village Code, as determined by the Village's Code Enforcement Department, pursuant to Chapter 153 of the Village Code, and shall face fines and other penalties as provided therein.

* * *

Section 3. Conflict. All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 4. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Inclusion in Code. The provisions of this Ordinance shall become and be made a part of the City Code, that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word

Section 6. Implementation. The Village Manager, Village Attorney, and Village Clerk are hereby authorized to take such further action as may be needed to implement the purpose and provisions of this Ordinance

Section 7. Effective Date. That this Ordinance shall become effective immediately upon adoption on second reading.

The foregoing Ordinance was offered by Commissioner _____, who moved its adoption. This motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Mayor Brent Latham	_____
Vice Mayor Marvin Wilmoth	_____
Commissioner Jose R. Alvarez	_____
Commissioner Andreana Jackson	_____
Commissioner Julianna Strout	_____

PASSED on first reading on 14th of May, 2019.

PASSED AND ENACTED on second reading on this 11th day of June, 2019.

Brent Latham, Mayor

ATTEST:

Elora Riera, CMC
Village Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, PL
INTERIM VILLAGE ATTORNEY