RESOLUTION NO. 13-08-49

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING THE SELECTION OF TRUE NORTH EMERGENCY MANAGEMENT LLC/NEEL-SCHAFFER TO PROVIDE DEBRIS MONITORING SERVICES; APPROVING THE AGREEMENT BETWEEN TRUE NORTH EMERGENCY MANAGEMENT LLC/NEEL-SCHAFFER AND ISLAMORADA, VILLAGE OF ISLANDS; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the “Village”) solicited Request for Proposals No.13-01 for Debris Monitoring Services in the event of a hurricane or other disaster incident on June 7, 2013; and

WHEREAS, the Village received two (2) Proposals which were reviewed by a staff evaluation committee; and

WHEREAS, the evaluation committee recommended the selection of True North Emergency Management, LLC/Neel-Schaffer (the “Consultant”) to provide disaster response debris monitoring services (the “Services”); and

WHEREAS, the Village Council approves the selection of the Consultant to provide the Services and further approves entering into a three (3) year Agreement (with one, one-year optional extension) with the Consultant to provide the Services; and

WHEREAS, the Consultant has agreed to provide the Services described in the Agreement; and

WHEREAS, the Village Council finds that approval of the Agreement between
Consultant and the Village is in the best interest of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Selection of Consultant. The Village Council selects True North Emergency Management, LLC/Neel-Schaffer to provide debris monitoring services to the Village.

Section 3. Approval of Agreement. The Agreement between True North Emergency Management, LLC/Neel-Schaffer and the Village to provide debris monitoring services, a copy of which is attached as Attachment “A,” together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney, is approved.

Section 4. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Agreement.

Section 5. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village’s Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the Agreement.

Section 6. Execution of Agreement. The Village Manager is authorized to execute the Agreement on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the Agreement and to execute any
extensions and/or amendments to the Agreement, subject to the approval as to form and legality by the Village Attorney.

Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
Motion to adopt by Councilwoman Deb Gillis; second by Councilman Mike Forster.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA:

Mayor Ken Philipson      YES
Vice Mayor Ted Blackburn  YES
Councilman Mike Forster  YES
Councilwoman Deb Gillis  YES
Councilwoman Dave Purdo  YES

PASSED AND ADOPTED this 8th day of August, 2013.

[Signature]
KEN PHILIPSON, MAYOR

ATTEST:

[Signature]
ARIANA S. LAWSON, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF ISLAMORADA,
VILLAGE OF ISLANDS ONLY:

[Signature]
VILLAGE ATTORNEY
AGREEMENT

BETWEEN

ISLAMORADA, VILLAGE OF ISLANDS

AND

TRUE NORTH EMERGENCY MANAGEMENT, LLC/NEEL-SCHAFFER

FOR

DEBRIS MONITORING SERVICES

This Agreement (this "Agreement") is made and entered into the ___ day of _________, 2013, by and between ISLAMORADA, VILLAGE OF ISLANDS, a Florida municipal corporation, ("Village"), and True North Emergency Management LLC/Neel-Schaffer ("Consultant") for Debris Monitoring Services (this "Agreement"). References in this Agreement to "Village Manager" shall include his or her designee.

WITNESSETH:

WHEREAS, the Village solicited responses to a Request for Proposals for Debris Monitoring Services; and

WHEREAS, proposals were evaluated; and

WHEREAS, it is necessary to address emergency circumstances arising in the Village relating to debris recovery and debris monitoring necessitated by hurricanes and other emergencies; and

WHEREAS, Village and Consultant desire to enter into this Agreement whereby the duties and obligations each to the other are set forth.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HERETIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. SCOPE OF SERVICES

1.1 The Consultant shall meet the requirements and perform the services identified in the Request for Proposal dated June 7, 2013 (the "Request"), attached hereto and made a part hereof, as Exhibit "A", the Consultant’s Proposal dated July 1, 2013
(the "Proposal"), attached hereto and made a part hereof, as Exhibit "B", the
Scope of Services drafted and provided by the Florida Department of
Transportation, attached hereto and made a part hereof, as Exhibit “C”, and
FHWA Form 1273, attached hereto and made a part hereof, as Exhibit “D” and
any Notices to Proceed subsequently issued by Village to Consultant in
conjunction with this Agreement. The parties acknowledge this Agreement may,
but is not required to, encompass more than one event accordingly, more than one
Notice to Proceed. Separate Notices to Proceed will be issued by Village to
Consultant for each event for which Consultant provides services hereunder.
Notices to Proceed will be in the form substantially the same as provided in
Exhibit “E” attached hereto and incorporated herein.

1.2 Consultant agrees and acknowledges that Consultant is prohibited from
exempting provisions of any of the foregoing exhibits to this Agreement and/or in
any of Consultant's services to be provided pursuant to this Agreement. The
provisions of this Agreement shall govern over the exhibits in the event of any
conflict.

SECTION 2. TERM

2.1 The term of this Agreement shall begin on the date it is fully executed by both
parties (the "Effective Date") and shall extend for a term of three (3) years, with
the option of the Village to request a one (1) year extension following the initial
term (the "Term"). This Agreement is non-exclusive. Consultant acknowledges
Village may enter into one or more agreements for the same or similar services
prior to or during the Term of this Agreement.

2.2 Consultant shall complete all services directed under this Agreement as soon as
feasibly possible, and in the time necessary to accomplish the services, with the
knowledge that time is of the essence. The scope and nature of the services to be
performed by Consultant, including a description of the services and a limit on
amount of time to be charged and total fees will be directed in writing by the
Village in a Notice to Proceed once the extent of damage and resulting debris
removal requirements have been determined in a particular emergency event. The
scope shall include a time line for providing all documentation required for the
Village to receive reimbursement and submitting same within the time lines
required by the reimbursing agency. The Village may impose liquidated damages
of $100.00 per day for each day beyond the required submittal dates. Liquidated
damages are hereby fixed and agreed upon between the parties, recognizing the
impossibility of precisely ascertaining the amount of damages that will be
sustained by the Village as a consequence of such delay, and both parties desiring
to obviate any questions or disputes concerning the amount of said damages and
the cost and effect of the failure of the Consultant to complete the services on
time.
SECTION 3. COMPENSATION

3.1 The amount of compensation payable by Village to Consultant shall be based upon the rates and fees schedules as set forth in Exhibit "B", attached hereto and made a part hereof, which amount shall be accepted by Consultant as full compensation for all such work performed under this Agreement. It is acknowledged and agreed by Consultant, however, that the maximum amount payable for services for any particular event shall be specified in a Notice to Proceed to be provided to Consultant by Village and the limits therein on hours and fees shall constitute a limitation upon Village's obligation to compensate Consultant for services related to this Agreement and the particular event. This maximum amount, however, does not constitute a limitation of any sort, upon Consultant's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services as defined in the Request.

3.2 Consultant may submit an invoice for compensation, developed and agreed upon by the Village Manager and Consultant, no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. Invoices shall designate the nature of the services performed and shall also show a summary of rates and fees with accrual of the total and credits for portions paid previously, and shall allocate the billing costs to the appropriate fund or combination of funds. Each statement shall show the proportion of the guaranteed maximum payment, if any, that has been expended through previous billings. Each statement shall be prepared and provided in such a way so as to comply with regulated reimbursement procedures as described in this Agreement.

3.3 Village shall pay Consultant in accordance with the Florida Prompt Payment Act. In the event any conflict between the provisions of the Florida Prompt Payment Act and this Agreement, this Agreement shall govern.

3.4 Payment may be withheld by the Village Manager, for failure of Consultant to comply with a term, condition or requirement of this Agreement. Notwithstanding any provision of this Agreement to the contrary, the Village Manager, may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work of Consultant, which has not been remedied or resolved in a manner satisfactory to the Village Manager. The amount withheld shall not be subject to payment of interest by Village.

3.5 Payment shall be made to Consultant by check or by Electronic Funds Transfer (EFT) as determined by the Village Manager in his or her sole discretion.

3.6 Consultant agrees to keep such records and accounts as may be necessary, for such time period as required by state and federal statutes relating to reimbursement or otherwise, in order to record complete and correct entries as to personnel hours charged for which Consultant receives reimbursement. Such
books and records shall be available at all reasonable times for examination and audit by Village.

3.7 If it should become necessary for Village to request Consultant to render any additional services to either supplement the services described in the Request or to perform additional work, such additional work shall be performed only as authorized in writing by the Village Manager or designee. Any such additional work agreed to by both parties shall be performed at the rates described in Exhibit "B".

SECTION 4. TERMINATION

4.1 This Agreement may be terminated for cause by the Village Manager if the Consultant is in breach and has not corrected the breach within ten (10) days after written notice from the Village identifying the breach, or for convenience by action of the Village Council upon not less than ten (10) days' written notice by the Village Manager. This Agreement may also be terminated by the Village Manager upon such notice as the Village Manager deems appropriate under the circumstances in the event Village Manager determines that termination is necessary to protect the public health, safety, or welfare.

4.2 Termination of this Agreement for cause shall include but not be limited to, failure to suitably perform the services, failure to continuously perform the services in a manner calculated to meet or accomplish the objectives of Village as set forth in this Agreement or breach of the provisions of this Agreement, notwithstanding whether any similar such breach was previously waived or cured.

4.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the Village Manager which Village Manager deems necessary to protect the public health, safety or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

4.4 In the event this Agreement is terminated for convenience, Consultant shall be paid for any satisfactory services performed to the date the Agreement is terminated; however, upon being notified of Village's election to terminate, Consultant shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Consultant acknowledges and agrees that Ten Dollars ($10.00) of the compensation to be paid by Village, the adequacy of which is hereby acknowledged by Consultant, is given as specific consideration to Consultant for Village's right to terminate this Agreement for convenience.

4.5 In the event this Agreement is terminated, any compensation payable by Village shall be withheld until all documents are provided to Village pursuant to Section 7.1 of this Agreement. In no event shall Village be liable to Consultant for any
additional compensation, other than that provided herein, or for any consequential or incidental damages.

SECTION 5. INDEMNIFICATION

5.1 Consultant shall indemnify, defend, hold harmless and, at Village's option, pay for an attorney selected by Village, to defend Village and/or any of its elected officials, officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property, arising out of any errors, omissions, misconduct or negligent acts, errors or omissions of Consultant, its officials, agents, employees or sub-consultants in the performance of the services of Consultant under this Agreement, whether direct or indirect and from and against any orders, judgments, or decrees which may be entered thereon and from and against all costs, damages of every kind and nature, attorneys' fees, expenses and liabilities incurred in and about the defense of any such claim and investigation thereof.

5.2 Consultant shall indemnify, defend, hold harmless and, at Village's option, pay for an attorney selected by Village, to defend Village and/or any of its elected officials, officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims sought by third parties related to any alleged breach of any non-competition or similar provisions.

5.3 Consultant shall indemnify, defend, hold harmless and, at Village's option, pay for an attorney selected by Village to defend Village and/or any of its elected officials, officers, agents, servants and employees, for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by Consultant of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement. Consultant shall indemnify, defend, hold harmless and, at Village’s option, pay for an attorney selected by Village to defend Village and/or settle at its own expense any action brought against Village and/or any of its elected officials, officers, agents, servants and employees, to the extent that it is based on a claim related to products or services furnished to Village by Consultant pursuant to this Agreement, or if any portion of the products or services related to performance hereunder become unusable as a result of any such infringement or claim.

5.4 Consultant acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and with the collateral obligation of insuring said indemnity.
5.5 The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Village Manager and the Village Attorney, any sums due Consultant under this Agreement may be retained by Village until all of Village's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by Village.

SECTION 6. INSURANCE

In order to insure the indemnification obligation contained above, Consultant shall, as a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement, the insurance coverages as set forth below:

6.1 Consultant shall maintain throughout the Term and any renewals thereof insurance to satisfy applicable statutory requirements, employer’s liability insurance and coverage for loss or damage to Village’s property. The policy must also contain coverage for premises operations, products and contractual liability. Policy limits shall be at least $1,000,000 per each incident, and $2,000,000.00 in the aggregate. All of the insurance is to be carried with best rated A-B or better insurance companies qualified to do business under the laws of the State of Florida. The policies shall contain waiver of subrogation against the Village and shall expressly provide that the policy or policies are primary over any other insurance that the Village may have. No reduction in limits by endorsement during the policy term, or cancellation of this insurance shall be effective without 30 days prior written notice to the Village.

6.2 The Consultant shall furnish certificates of insurance to the Village prior to the commencement of operations reflecting Village as a named insured and indicating coverage in the type, amount, and classification as required for strict compliance herewith. The Consultant shall not commence work under this Agreement until it has obtained all insurance required herein and provided evidence thereof to the Village.

SECTION 7. MISCELLANEOUS

7.1 Ownership of Documents. Unless otherwise provided by law, any and all load tickets, reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of Village. In the event of termination of this Agreement, any load tickets, reports, photographs, surveys and other data and documents prepared by Consultant, whether finished or unfinished, shall become the property of Village and shall be delivered by Consultant to the Village Manager within seven (7) days of termination of this Agreement by either party. Any compensation due to Consultant shall be withheld until all documents are received as provided herein.
7.2 Audit and Inspection Rights and Retention of Records. Village shall have the right to audit the books, records and accounts of Consultant that are related to this Agreement. Consultant shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

Consultant shall preserve and make available, at reasonable times for examination and audit by Village, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), or for the period of time required by any reimbursement agency, whichever is longer, or, if neither is applicable, for a minimum period of five (5) years after termination of this Agreement, unless Consultant is notified in writing by Village of the need to extend the retention period. Such retention of such records and documents shall be at Consultant's expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or five (5) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by Village to be applicable to Consultant's records, Consultant shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Consultant. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Village's disallowance and recovery of any payment upon such entry.

In addition, Consultant shall respond to the reasonable inquiries of successor consultants and allow successor consultants to receive working papers relating to matters of continuing significance.

Consultant shall also provide a complete copy of all working papers to Village, prior to final payment by Village, in accordance with the Request.

7.3 Policy of Non Discrimination. Consultant shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. Consultant shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

7.4 Public Entity Crime Act. Consultant represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to Village, may not submit a bid on a
contract with Village for the construction or repair of a public building or public work, may not submit bids on leases of real property to Village, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with Village, and may not transact any business with Village in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from Village's competitive procurement activities. In addition to the foregoing, Consultant further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Consultant has been placed on the convicted vendor list.

7.5 **Independent Consultant.** Consultant is an independent consultant under this Agreement. Services provided by Consultant pursuant to this Agreement shall be subject to the supervision of Consultant. In providing such services, neither Consultant nor its agents shall act as officers, employees or agents of Village. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of Consultant. This Agreement shall not constitute or make the parties a partnership or joint venture.

7.6 **Third Party Beneficiaries.** Neither Consultant nor Village intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them. Based upon this Agreement the parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

7.7 **Notices.** Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail postage prepaid return receipt requested or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

**VILLAGE:**

Village Manager  
Islamorada, Village of Islands  
86800 Overseas Highway
Assignment and Performance. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by Consultant, except with the prior written approval of the Village Manager, which shall be in his or her sole and absolute discretion. In addition, Consultant shall not subcontract any portion of the work required by this Agreement, except with the prior written approval of the Village Manager, which shall be in his or her sole and absolute discretion. A list of all such sub-consultants shall be included in the Proposal or provided upon execution hereof. If additional sub-consultants are to be used during the term of this Agreement, other than those submitted in the Proposal or upon execution, a list of such sub-consultants shall be provided to the Village Manager, subject to his or her approval.

Consultant represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Request and to provide and perform such services to Village's satisfaction for the agreed compensation.

Consultant shall perform its duties, obligations and services under this Agreement in a skillful and respectable manner.

Conflicts. Neither Consultant nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Consultant's loyal and
conscientious exercise of judgment related to its performance under this Agreement. In furtherance thereof, Consultant represents it has no employment, contractual relationship or other relationship giving rise to any conflict of interest with or vested interest in Village’s current debris recovery consultants.

Consultant agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against Village in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, Consultant agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of Village in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude Consultant or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event Consultant is permitted to utilize sub-consultants to perform any services required by this Agreement, Consultant agrees to prohibit such sub-consultants, by written contract, from having any conflicts within the meaning of this section.

7.10 Contingency Fee. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, Village shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

7.11 Materiality and Waiver of Breach. Village and Consultant agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Village's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

7.12 Compliance with Laws. Consultant shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement, including, but not limited to the provisions of Federal Highway Administration form 1273 set forth in Exhibit “D” hereof and incorporated herein, any and all additional local, state
and federal regulations pertaining to reimbursement procedures including but not limited to applicable provisions of the Federal Emergency Management Administration, the Federal Highway Administration, and the Florida Department of Transportation, and the provisions listed below.


c. **Davis-Bacon Act:** Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a–7) as supplemented by Department of Labor regulations (29 CFR Part 5).


e. **Clean Air Act:** Compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

7.13 **Severance.** In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless Village or Consultant elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

7.14 **Joint Preparation.** The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

7.15 **Priority of Provisions.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any Exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by
reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained first in the Exhibits hereof and secondly in Articles 1 through 7 of this Agreement shall prevail and be given effect.

7.16 **Applicable Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Monroe County, Florida. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material term of this Agreement. This Agreement is not subject to arbitration.

7.17 **Amendments.** No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement.

7.18 **Prior Agreements.** This Agreement and its Exhibits constitute the entire agreement between Consultant and Village, and this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree 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 no modification, amendment or alteration in the terms or conditions contained here shall be effective unless set forth in writing in accordance with Section 7.17 above.

7.19 **Drug-Free Workplace.** Consultant shall maintain a drug-free workplace.

7.20 **Incorporation by Reference.** The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits are incorporated hereto and made a part of this Agreement.

7.21 **Multiple Originals.** This Agreement may be fully executed in two (2) copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.

7.22 **Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

7.23 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this
Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

7.24 **Public Records.** Consultant understands that the public shall have access, at all reasonable times, to all documents and information pertaining to Village contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by Village and the public to all documents subject to disclosures under applicable law. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by Village.

7.25 **Survival of Provisions.** Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.

7.26 **Truth-in-Negotiation Certificate.** Signature of this Agreement by Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

[THIS SPACE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Islamorada, Village of Islands by and through its Village Manager and Neel-Schaffer to execute same, through its President.

VILLAGE:

ISLAMORADA, VILLAGE OF ISLANDS,
A Florida municipal corporation

By: ____________________________
   Edward Koconis
   Village Manager

By: ____________________________
   Ariana S. Lawson
   Village Clerk

Approved as to form and legality
For the Use and Benefit of
Islamorada, Village of Islands Only:

_______________________________
Village Attorney
Weiss Serota Helfman
Pastoriza Cole & Boniske, P.L.

CONSULTANT:

_______________________________
_______________________________

By: ____________________________
Name: __________________________
Title: __________________________
REQUEST FOR PROPOSALS
FOR
DEBRIS MONITORING SERVICES

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA
86800 Overseas Highway
Islamorada, FL 33036

RFP # 13-01
June 7, 2013
ISLAMORADA, VILLAGE OF ISLANDS

REQUEST FOR PROPOSALS
FOR
DEBRIS MONITORING SERVICES

RFP NUMBER: 13-01

Issue Date: 06/07/13
Due Date: 07/01/13

Notice is hereby given that Islamorada, Village of Islands (the “Village”) is accepting sealed proposals for “Debris Monitoring Services, RFP # 13-01.”

In order to secure disaster response debris monitoring services, the Village anticipates executing one or more contracts with a three-year non-exclusive term and option to extend by the Village. No minimum amount of services or compensation will be assured to any firm retained by the Village. In addition, the Village may retain other firms for similar services at its sole discretion.

The contracted services shall include providing all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary for disaster response debris monitoring services to include, but not be limited to, providing documentation and monitoring for the lawful removal and disposal of all eligible storm-generated debris within the Village in accordance with this RFP and all applicable standards of the Federal Emergency Management Agency (“FEMA”), the Florida Department of Emergency Management (“FDEM”), the Federal Highway Administration (“FHWA”), the Florida Department of Transportation (“FDOT”), and any other cost reimbursing-entities; and providing an electronic records management system for the appropriate documentation of locations, types and amounts for public assistance grant reimbursement.

The Village is seeking proposals from firms with related experience which includes: 1) at least three years of experience in conducting disaster response debris monitoring support for hurricane debris removal operations; 2) knowledge of and experience with FEMA and other public assistance agency reimbursement documentation requirements and procedures; 3) experience providing services similar to those required in this RFP to at least one jurisdiction with a population of at least 10,000; and 4) experience working on construction sites and familiarity with applicable site and debris removal safety regulations.
**Proposal Instructions:**

To be eligible for consideration, interested firms must submit one (1) original printed proposal, four (4) printed copies and one (1) electronic copy on CD. The CD should be exactly identical to what is on the original hardcopy proposal and should be labeled “Proposal for Debris Monitoring Services.” The Proposal should be created in a single .PDF file including all attachments in a format that enables word searches to the maximum extent possible. Forms and/or documents requiring signatures may be scanned but must be merged into the Proposal .PDF file. The Proposal should include the following information:

1. **Letter of Transmittal (limit to 1-2 pages):**
   a) Provide an executed Letter of Transmittal signed by an authorized agent of the firm. The letter should indicate the agent’s title and authority.
   b) Provide a brief history of the firm, including experience providing similar services to other governmental agencies and the experience of key personnel.
   c) Provide the names of personnel who will be authorized to make representations for the firm, position titles and contact information.
   d) Briefly state the firm’s understanding of the proposed services requested and provide a statement of the firm’s commitment to provide services to the Village.
   e) Identify the type of business organization (i.e., partnership, corporation or sole proprietorship) and the name(s) of principals, officers and directors of the firm.

2. **Profile of Firm:**
   a) State whether the firm is a national, regional or local organization and the length of time the firm has been in business in the State of Florida.
   b) State the location of the office from which the services would be provided.
   c) Describe the firm, including the size and range of services provided.

3. **Respondent’s Qualifications and Experience:**
   a) Detail the qualifications and experience of the firm and services offered, including specific experience in debris monitoring and documentation and the firm’s track record in meeting the requirements of FEMA and other agencies providing reimbursement.
b) Describe the firm’s familiarity with the Village area and any experience with other Florida Keys jurisdictions.

c) Indicate the firm’s ability to provide automated record keeping of debris removal operations. GPS locating should be described if available.

4. Capability and Commitment:

a) Explain the firm’s capability and commitment of resources to meeting the Village’s requirements, including but not limited to logistical conditions, staffing, mapping, and the requirements of FEMA, FDEM, FDOT, and FHWA.

b) Provide an estimate of the firm’s response time to the Village in the event of a debris-generating event, and provide a chronological outline of the steps the Village should take to initiate the firm’s response.

5. Organizational Chart and Key Personnel:

a) Provide an organizational chart, identifying key personnel and the reporting relationship of key personnel within the organization. Include other proposed sub-contractors, if any, and describe their roles and availability.

6. Staffing:

a) Provide an explanation of the qualifications of key personnel that would be assigned to the Village, including educational background, training and type and level of experience.

b) Provide information describing the availability of key personnel and time needed to respond to the Village.

7. Firm References:

a) Provide a list and description of at least three (3) of the most recent contracts the firm has had with other local government agencies where services similar to those contemplated by this RFP were provided.

b) Provide the dates of services, amounts and types of debris monitored, and the scope of work of the previous contracts. Information provided should illustrate the firms’s ability to coordinate and manage debris monitoring as well as demonstrate a history of accurate documentation and approved reimbursements by federal and state agencies.

c) For each contract listed, include contact information for a representative who can verify the firm’s performance.
8. Litigation:
   a) Provide information on any litigation (settled or pending) within the last five (5) years.

9. State Licenses and Certifications:
   a) Submit proof of authorization from the Secretary of the State of Florida to transact and conduct business in the State of Florida. Firms must be fully licensed and certified in the State of Florida at the time of submittal for the type of services to be rendered.

10. Cost Proposal (provide detailed cost proposal as follows):
   a) Staffing: Provide hourly rates for staff with a breakdown by position and type of work to be performed. At a minimum, the breakdown must include supervisors, field monitors (with equipment), temporary debris storage site(s) monitors, computer-aided software operators and clerical staff.
   
   b) Travel/Per Diem: Provide hourly rates for any associated travel and per diem fees.
   
   c) Equipment/Vehicles: At a minimum, provide hourly rates for the use of standard automobiles, and small and large pick-up trucks and other vehicles. Include hourly fees for any other equipment anticipated to be used, such as cameras and GPS units. Include descriptions of the equipment and intended use.
   
   d) Computer Services: Provide hourly rates for computer-aided records management and accounting and reporting services, including but not limited to standard office software, specialized AutoCAD and GIS mapping software and printed or digital documents. Include a unit price for CDs and any other computer-related services or products on a cost per hour or per unit basis.
   
   e) Printing Services: Identify fees per page, including different page sizes, siding and black and white versus color printing.
   
   f) Mailing Services: Identify fees for each type of mailing or delivery service to be used.
11. Insurance:

a) Provide proof of professional liability insurance, commercial general liability insurance, commercial automobile liability insurance, and worker’s compensation insurance coverage as required by law as explained in Exhibit A to this RFP.

12. Statement of Non-Collusion

a) Submit the executed Statement of Non-Collusion attached as Exhibit B, certifying that the firm has not entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted proposal. Failure to submit the executed statement as part of the bidding documents will render the bid nonresponsive and not eligible for award consideration. The Statement of Non-Collusion should be signed by the same authorized agent signing the Letter of Transmittal (see item #1 under Proposal Instructions).

Additional Information:

The Village utilizes the DemandStar system to provide current information to potential customers, consultants and other types of vendors, as well as the general public. DemandStar is an automated vendor list categorized by specific commodity or service offered. This system will allow users to receive information quickly and conveniently, 24 hours a day, seven days a week. Businesses who have subscribed to the vendor list are notified by fax or email whenever a formal sealed bid has been issued for the commodity or service offered by the business. To be placed on the automated vendor list, contact DemandStar for details and subscription fees at www.DemandStar.com or by phone at (800) 711-1712.

In accordance with the Public Entity Crimes Act (Section 287.133, Florida Statutes), a person or affiliate who is a contractor who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to the Village, 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 the Village in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by the Contractor shall result in reject of the bid, termination of the contract and may cause Contractor debarment.

The Village Manager will create an Evaluation Committee, and the Committee will rank proposal responses based upon the following evaluation criteria: level of firm experience providing debris monitoring services, expertise of key personnel, cost proposals and performance history.
The ranking will be submitted by the Committee to the Village Manager who will in turn submit the ranking to the Village Council with a recommendation to negotiate an agreement(s) with the top-ranked firm(s). It is anticipated that the evaluation process will be completed within two months and agreements entered into with the successful firm(s) thereafter. The Village shall be the sole judge of its best interests, the proposals submitted and the resulting negotiated agreement.

For more information please contact Lesli Wojtecki, Assistant Public Works Director, by email at lesli.wojtecki@islamorada.fl.us or by telephone at (305) 852-6933. All requests for more information or clarification regarding this RFP must be made in writing and received by the Village no later than June 14, 2013, 5:00 PM EST. Questions received after this date and time will not be responded to.

The Village will issue appropriate addenda as necessary to all firms in receipt of the “Request for Proposals” package and will post any addenda on DemandStar.com.

No oral change or interpretation of the provisions contained in the RFP is valid. Written addenda will be issued when changes, clarifications, or amendments to the “Request for Proposals” document are deemed necessary. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

Firms that obtain information from sources other than addenda issued by the Village or on DemandStar.com are cautioned that the information may be incomplete.

To be considered all responses must be submitted in sealed envelopes, clearly marked: “RFP #13-01 DEBRIS MONITORING SERVICES,” to Islamorada, Village of Islands, Attn: Village Clerk, 86800 Overseas Highway, Islamorada, Florida 33036 on or before July 1, 2013, 3:00 PM EST. The opening will be held immediately thereafter in the Office of the Village Clerk. Any response received after this time will not be considered.

*Please note: Due to the Village's location, many delivery services do not deliver packages prior to 3:00 PM EST. It is the respondent's sole responsibility to ensure delivery prior to the submission deadline of July 1, 2013 at 3:00 PM.*
EXHIBIT A

REQUIRED INSURANCE

Respondent to the RFP shall, at their own expense, procure and maintain throughout the duration of the Agreement, with insurers acceptable to the Village, the types and amounts of insurance conforming to the minimum requirements set forth herein. With respect to the Professional/Pollution policy(ies), Respondent shall provide to the Village a certified copy of the insurance policy or policies which provide the coverage described below. With respect to all other coverages, as evidence of compliance with the insurance required herein, Respondent shall furnish the Village with:

(a) a fully completed satisfactory Certificate of Insurance evidencing all coverage required herein. Also, a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of the Village and the Village’s council members, officials, officers and employees as additional insureds in the Commercial General Liability coverage;

(b) the original of the policy(ies); or

(c) other evidence satisfactory to the Village.

Until such insurance is no longer required by this Agreement, Respondent shall provide the Village with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

If requested to do so by the Village, Respondent shall, within thirty (30) days after receipt of a written request from the Village, provide the Village with a certified, complete copy of the policies of insurance providing the coverage required.

Workers’ Compensation/Employer’s Liability Insurance

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The policy must be endorsed to provide the Village with 30 days’ notice of cancellation. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

| Part One: | "Statutory" |
| Part Two: | $1,000,000 Each Accident |
| | $1,000,000 Disease – Policy Limit |
| | $1,000,000 Disease – Each Employee |
The Workers’ Compensation Policy must be endorsed to waive the insurer’s right to subrogate against the Village, and its members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with the Village, and its council members, officials, officers and employees scheduled thereon.

**Commercial General Liability Insurance**

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the state of Florida or those described below. The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

- Mold, fungus, or bacteria
- Terrorism
- Sexual molestation

The Village and the Village’s council members, officials, officers, agents and employees shall be included as an “Additional Insureds” on a form no more restrictive than ISO Form CG 20 10 (Additional Insured - Owners, Lessees, or Contractors). The policy must be endorsed to provide the Village with 30 days’ notice of cancellation. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

$1,000,000 General Aggregate  
$1,000,000 Products/Completed Operations Aggregate  
$1,000,000 Personal and Advertising Injury  
$1,000,000 Each Occurrence

**Automobile Liability Insurance**

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. The policy must be endorsed to provide the Village with 30 days’ notice of cancellation. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

$1,000,000 Each Occurrence – Bodily Injury and Property Damage Combined

**Professional Liability Insurance**

Such insurance shall be on a form acceptable to the Village and shall cover Respondent for liability arising out of the rendering or failure to render professional services in the performance of the services required in the Agreement including any hold harmless and/or indemnification agreement. The policy must be endorsed to provide the Village with 30 days’ notice of cancellation.

The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:
$ 1,000,000 Each Claim
$ 1,000,000 Annual Aggregate

The insurance provided by Respondent shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Village shall be excess of, and shall not contribute with, the insurance provided by Respondent.

Except where prior written approval has been obtained hereunder, the insurance maintained by Respondent shall apply on a first dollar basis without application of a deductible or self-insured retention. Respondent shall pay on behalf of the Village or the Village's council members, officials, officers, agents and employees any deductible or self-insured retention applicable to a claim against the Village or the Village’s council, officials, officers, agents and employees.

Compliance with these insurance requirements shall not limit the liability of Respondent. Any remedy provided to the Village by the insurance provided by Respondent shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Respondent) available to the Village under the Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by Respondent shall relieve Respondent from responsibility to provide insurance as required by this Agreement.

Certificates of Insurance must be completed as follows:

1. **Certificate Holder**
   Islamorada, Village of Islands
   86800 Overseas Highway, 3rd Floor
   Islamorada, Florida 33036

2. **Additional Insured for Commercial General Liability**
   Islamorada, Village of Islands and its Council members, officials, officers and employees.
EXHIBIT B

STATEMENT OF NON-COLLUSION

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the proposal document will effectively classify the bid as nonresponsive and ineligible for award consideration.

Vendor Name

Address

Phone Number

Fax Number

Signature of Firm Official
Authorizing the Proposal
Submission

Firm Official’s Name (Printed)

Firm Official’s Title / Position
Proposal for Debris Monitoring Services, RFP #13-01

July 1, 2013

Submitted to:
Islamorada, Village of Islands
Attn: Village Clerk,
86800 Overseas Highway
Islamorada, Florida 33036

Submitted by:
True North Emergency Management, LLC/
Neel-Schaffer, Inc.
Vero Beach • Maitland • Melbourne
512 Main Street, Suite 415
Fort Worth, TX 76102
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Re: RFP #13-01 - DEBRIS MONITORING SERVICES

True North Emergency Management, LLC/Neel-Schaffer (the True North team) is pleased to present our statement of qualifications to Islamorada, Village of Islands to provide Debris Monitoring Services. True North Emergency Management, LLC is a wholly owned subsidiary of Neel-Schaffer Engineers and Planners, Inc. specializing in emergency management and debris monitoring services.

The True North team’s emergency management experience is very diverse, including debris management, monitoring, planning, project development, project management and financial recovery. We have monitored the removal of more than 14 million cubic yards of debris in more than 75 communities. We have assisted communities in monitoring the removal of all types of debris, such as right-of-way (ROW) debris, private property (right of entry) debris, commercial property, abandoned cars, marine debris, beach cleaning, vessel removal, hazardous trees/limbs, white goods, hazardous materials and e-waste. True North understands all items set forth in the scope of work within Islamorada, Village of Island’s RFP for Debris Monitoring Services.

True North provided hurricane debris removal monitoring in several Cities and Counties following Hurricane Katrina. We monitored the removal of more than 4 million cubic yards of debris. The True North team also provided debris removal monitoring in the Houston-Galveston area following Hurricane Ike in 2008. This included debris monitoring for several municipalities and involved vegetative debris, C&D debris, surge zone debris, white goods, management sites, recycling and disposal. We also monitored marine debris removal from 350,000 acres of open water for the Texas General Land Office, as well as debris removal and/or sand screening on 50 miles of beaches along the Upper Texas Coast. We have monitored demolition of more than 1,000 structures in Cedar Rapids, Iowa following the 2008 flood and numerous structure demolitions in the City of Biloxi and Jackson County, Mississippi following Hurricane Katrina. The True North team will utilize issuance of electronic load tickets as one tool in managing the project and the contractor to ensure the needs of Islamorada are met on all projects.

Since 2008, True North Emergency Management has provided consulting and monitoring services regarding asbestos abatement to the City of Cedar Rapids, Iowa. This asbestos abatement work involves approximately 100 commercial and public buildings and over 2,000 residential structures. We are currently providing monitoring services in support of the recovery of the 2008 Flood. True North has extended this service to the University of Iowa for recovery resulting from the same 2008 Flood. As a result of Superstorm Sandy, True North Emergency Management monitored removal of over a million cubic yards of debris and is currently providing asbestos abatement consulting and monitoring in support of demolition of approximately 150 residential properties as a sub-consultant to Louis Berger in Ocean County, New Jersey.

We will manage this project from an operations office to be established within the Village, with support from our permanent Florida offices. Several of our project management and supervisory debris employees are permanent residents of Florida including Shane Stovall, CEM, Stan Keely, PE, Tommy Strickland, Ron Beladi, PE and Frank Watanabe, PE. Mr. Nelson Lucius, PE, Officer-In-Charge and Mr. Derrick Tucker, PE, Project Manager, have played key roles on many the True North team debris projects over the past five years. Mr. Lucius will serve as the Officer-in-Charge on this project and has extensive emergency management and debris management experience following numerous hurricanes and other disasters. Mr. Tucker has extensive emergency management experience including Hurricanes Ike, Rita and Katrina and as a FEMA representative.
We believe the True North team is the best qualified firm to provide debris management and monitoring for Islamorada, Village of Islands. Our primary focus will be providing the highest level of service to the Village. Our extensive experience in managing contractors enables the True North team to manage debris removal contractors to best serve the citizens of the Village. We will use our load ticketing system to ensure this occurs. We are committed to local hiring and training of debris monitors to support the local economy, as we have done in response to previous disasters. The True North team has a strong track record of full reimbursement of debris removal and monitoring costs.

The True North team understands the importance of this project for debris removal monitoring services in Islamorada, Village of Islands and we are committed to completing services to the satisfaction of the Village. Our experience in debris monitoring and management efforts to date has shown that securing qualified personnel, providing timely responses, and maintaining proper documentation are the keys to the reconstruction from the devastation left by disasters. The True North team provides qualified managers and supervisors, who will hire local residents to be debris site monitors. Debris site monitors will be trained on all aspects of debris eligibility, recognizing ROW, properly completing documentation, and safety.

True North team debris removal projects have included both public and private property as well as structure demolition and other specialized monitoring. We understand the issues/challenges (private properties, FEMA rules/regulations, public involvement, etc.), have an organized approach to the project, and are prepared to mobilize and begin work immediately.

The True North team is committed to minimizing costs to Islamorada, Village of Islands through competitive hourly rates along with careful management of working hours. We will work closely with the Village in developing staffing levels to ensure adequate oversight and documentation of the project, while minimizing costs to the public. We take very seriously the challenge of managing a quick, effective debris removal project, while maximizing federal and state reimbursement.

Prior to each hurricane season we will meet with Islamorada, Village of Islands at no cost to the Village, to coordinate response and communications plans to facilitate a “fast track” disaster response. We will conduct an annual training program with Village staff. This training will include safety, monitoring, TDSRS sites, routing, and required documentation.

We will mobilize a core team of debris management professionals in advance of hurricanes or predicted disasters to begin preparation for full scale debris operations and to work with Islamorada, Village of Islands to develop an event-specific Debris Management Action Plan. The True North team’s permanent staff and companywide disaster management response team are prepared to respond immediately in the event of future disasters in the Village. We will be on site to assist the Village within four (4) hours following unpredicted disasters. Emergency Management services for the state of Florida are conducted out of our Maitland office. For this project, we will establish a command center within Islamorada, Village of Islands to best serve the needs of Islamorada.

The True North team is ready and able to serve Islamorada on this important project. We encourage you to contact our references to inquire about the professionalism, ethics, integrity and hard work of our staff in disaster debris management services. If we can be of any assistance, or if you have any questions regarding this proposal, please feel free to call Nelson Lucius at 817-201-1912. Nelson Lucius, Manager of True North Emergency Management, is authorized to negotiate an agreement for these services on behalf of the True North team.

Sincerely,
True North Emergency Management, LLC

K. Nelson Lucius, Manager
Section 2
Profile of Firm
Profile of Firm

True North Emergency Management, LLC/Neel-Schaffer (the True North team) has a strong combination of local knowledge, emergency management experience and commitment to the community of Islamorada, Village of Islands. Our strengths together give us the capability to effectively respond to emergencies in the Village whether small or catastrophic. Our extensive hurricane debris management experience will be valuable in restoring Islamorada, Village of Islands following a disaster.

Neel-Schaffer has been in business since 1983 and in 2010 reorganized it’s emergency management activities into True North Emergency Management, to focus on emergency preparedness and response. Neel-Schaffer has approximately 420 full-time employees. The employment of True North varies depending on the magnitude of disaster response in progress and often includes several hundred employees.

True North Emergency Management, a wholly owned company of Neel-Schaffer, focuses specifically on the company’s Emergency Management and Debris Monitoring business. Services provided by True North include disaster debris monitoring and management, safety, damage assessments, emergency management planning, training and exercises. Our top priorities are client satisfaction, hiring local employees, and achieving full federal/state reimbursement. We are able to draw on the financial and personnel resources of Neel-Schaffer, while concentrating on emergency management services.

Neel-Schaffer, Inc. was founded in 1983 by W. Hibbett Neel, Jr., PE, and J. Gorman Schaffer, Jr., PE. We are an employee-owned firm and have grown over the years to a staff of more than 400 professional and technical employees of which, 134 are graduate engineers, 112 are registered professionals and more than 20 of our employees have advanced degrees. We pride ourselves in keeping a drug and alcohol-free work environment.

The True North team is a multi-disciplined emergency management, debris management, engineering and planning firm with emergency management professionals, engineers, planners, and geologists. Listed below are the services we provide:

<table>
<thead>
<tr>
<th>Debris Removal Monitoring</th>
<th>Emergency Management Planning, Training and Exercises</th>
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</thead>
<tbody>
<tr>
<td>Planning Services</td>
<td>Transportation Engineering</td>
</tr>
<tr>
<td>Civil Engineering</td>
<td>Environmental Engineering</td>
</tr>
<tr>
<td>Damage Assessment</td>
<td>Surveying Services</td>
</tr>
<tr>
<td>Expert Witness</td>
<td>Geotechnical Engineering</td>
</tr>
<tr>
<td>Landscape Architecture</td>
<td>Forensic Engineering</td>
</tr>
<tr>
<td>Telecommunications Services</td>
<td>Structural Engineering</td>
</tr>
</tbody>
</table>

True North/Neel-Schaffer has thirty offices across the eastern US, including two in Florida. We have performed emergency management services in numerous states already in 2013, including Florida, Texas, New Jersey and Iowa. We have been providing emergency management and engineering services in Florida for well over 10 years and provided debris
monitoring on over 800,000 cubic yards of debris following Hurricanes Frances and Jeanne in 2004.

The True North team will implement an aggressive response to the disaster recovery process through our disaster recovery team. In order to give this project our complete attention, we will put the necessary resources in place for rapid deployment. Our corporate structure enables us to maintain a strong commitment to local communities while providing access to the best emergency management and engineering expertise in the South. True North will establish a Command Center within Islamorada, Village of Islands and will have support from our permanent offices in Florida and other locations. We will provide the number of Field and Temporary Debris Storage Site Monitors necessary to observe the operations of all debris loading crews and TDSRS/disposal locations. True North will provide a Field Supervisor for each 8 to 10 Monitors plus adequate Project Management, Data Management, data and other support personnel to successfully manage the project.

The following individuals can be reached for the purpose of clarifying or verifying the contents of this submittal:

Nelson Lucius, PE
Manager
Cell: (817) 201-1912
Fax: (817) 870-2489
Email: nelson.lucius@neel-schaffer.com

Derrick Tucker, PE
Project Manager
Cell: (601) 506-3298
Fax: (817) 870-2489
Email: dtucker@truenorthEM.com
Executive Summary

True North Emergency Management/Neel-Schaffer (the True North team) has the capability, experience and commitment to complete all debris monitoring requirements and needs outlined in Islamorada, Village of Islands’s Request for Proposal. We have performed successfully on previous projects of similar scope and size. We have over ten (10) years of experience in disaster recovery monitoring and federal grant management as a result of federally declared events in the United States.

COMMITMENT - The True North team has extensive debris monitoring experience serving dozens of communities following major disasters including tornadoes, hurricanes, severe winter storms and floods. We are prepared to respond immediately. We are fully committed to meeting the needs of Islamorada, Village of Islands in the event of a disaster. Our proven track record demonstrates our commitment to the success of each client’s disaster recovery.

CAPACITY/DEPTH OF STAFF - While True North/Neel-Schaffer has a great deal of debris monitoring experience, we are not overcommitted with contracts in Florida. Our team mobilized hundreds of temporary employees to meet the needs created by the 2011 tornado outbreaks in Alabama and Tennessee and recent winter storms. We hired more than 150 debris monitors following Superstorm Sandy and had adequate management and staff to supervise the debris removal operations. Our ability to hire, train and successfully manage hundreds of monitors in an organized and timely manner is key to our success at debris removal monitoring and the corresponding recovery of the community. A deep staff of experienced managers, trainers, supervisors and data managers is critical in mobilizing a large and effective monitoring program.

ELECTRONIC LOAD TICKETING AND DATA MANAGEMENT - The True North team has developed an effective electronic load ticketing system, which we recommend for future debris monitoring on Islamorada, Village of Islands projects. Our system is proven and is not dependent upon cell phones or data signals. If the Village prefers that we use paper tickets, the True North team will enter load ticket and tower log data into the database daily with multiple cross checks to identify inconsistencies in real time. Accuracy of data and reporting systems is critical to maintain the credibility of the project and receive FEMA reimbursement. Our data system was designed to handle large, complex projects, as well as simple ROW projects. The value of our system is the ability to effectively manage numerous data fields on complex projects including individually addressed ROE data such as names, addresses, signed forms, photos, GPS coordinates, inspections, eligibility, work dates, types of work, types of debris, FEMA visits, follow-up inspection data, etc.

The data management system will generate daily reports to Islamorada, Village of Islands based on the information needs of the Village. The database will also be used to reconcile and process invoices from the contractor and to manage the data from load tickets for accounting and auditing purposes. In addition, zone maps will be updated to reflect where debris has been collected. The True North team will provide a data management team to reconcile load tickets.

EXTENSION OF YOUR STAFF – The True North team is familiar with working within existing local government structures. We will provide debris management expertise working as an extension of your staff and under your direction. We will provide employees with excellent communications skills to serve as liaisons to Islamorada, Village of Islands. These employees
are experienced in debris operations and will effectively manage your debris project. We will also provide Public Information Support, such as development of press releases, public service announcements, project updates and other public communication tools. If requested by Islamorada, Village of Islands, we will provide a debris management “hot line” to respond to the public on debris related issues.

LOCAL SUPPORT - The True North team has hired and trained hundreds of monitors following past disasters across the country. We intend to hire and train the majority of our debris monitors locally within the area to support the local economy. We will provide experienced management and supervisory staff and will hire and train local monitors as required to meet the needs of Islamorada, Village of Islands. We are committed to deliver the highest level of service to the Village.

STAFF TRAINING - True North will provide debris monitoring training to the staff of Islamorada, Village of Islands, at no cost to the Village. Training will be customized with direction from Village leaders and will include topics similar to our monitor training with extra discussion on Disaster Debris Management Plans, Debris Management Sites, debris management progress reporting, and chain of reporting of True North to Islamorada, Village of Islands.
Section 3
Respondent’s Qualifications and Experience
Respondent’s Qualifications and Experience

The True North team will respond in advance of predictable disasters and will respond to unpredicted disasters within four (4) hours of notice to proceed. We are able to deploy to the Village quickly with trained, experienced managers and personnel. We intend to hire and train the majority of our debris monitors locally within the Village to support the local economy. The True North team will meet the needs of Islamorada, Village of Islands with a combination of local monitors, experienced employees from our permanent offices, and debris management experts from across the South. We will establish a Command Center in Islamorada, Village of Islands and will implement our comprehensive debris management training program to ensure all monitors are thoroughly trained and supervised. The True North team is committed to provide qualified personnel and to deliver a high level of service to the Village.

True North has been under pre-event contract with the Village of Islamorada for the past three years and has participated in pre-season exercises and training programs. We also have one of two pre-event contracts with the City of Key West.

The True North team is prepared to provide more than 100 monitors, ready to work within three days if needed. We will increase monitors as needed to meet the needs of Islamorada, Village of Islands and respond to monitoring needs and contractor schedules. The True North team provides highly qualified and experienced supervisors and management staff to hire, train and supervise monitors in Islamorada, Village of Islands.

True North has very broad debris monitoring experience including marine debris, waterway debris, and beach debris and nature facilities. True North monitored the debris removal from all affected state owned waters in Texas following Hurricane Ike. We monitored debris removal from numerous waterways and marinas as well as debris removal from over 350,000 acres of water. Our monitoring experience includes private property/right-of-entry (ROE) work, waterways clean-up and reimbursement, sand recovery and beach remediation, leaning tree and hanging limb removal, hazardous material removal, vessel and vehicle recovery, asbestos abatement, data management, and hauler invoice reconciliation and contracting, and FEMA appeals assistance.

We will work closely with Islamorada, Village of Islands to develop community specific communication systems to ensure continuity of communications with the Village. We will establish a local command center to provide for communications, computer equipment, data management, meetings, etc. True North will utilize our extensive experience to manage the contractor to meet the goals of Islamorada, Village of Islands. We have managed and monitored debris removal on numerous projects involving multiple contractors.

True North has a strong track record of full FEMA reimbursement of eligible debris removal. True North has capacity with a history of providing hundreds of monitors following major disasters including Hurricanes Katrina, Ike and Sandy.

Following a disaster, lodging and supplies are limited or totally unavailable. As we have done in the past, the True North team is prepared to provide supplies and equipment for key personnel including food, water, and lodging, as well as communications, transportation, computer, and generator equipment. During all phases of mobilization and operations, we will provide for adequate personnel supplies and equipment including radios, vehicles, cell phones, GPS units,
digital cameras and safety equipment.

**Electronic Ticketing System**

True North has developed a state of the art electronic load ticketing and data management system to automate the debris monitoring process. This system includes electronic truck certification, load ticketing and automated GPS addressing. This system is able to operate fully without cell phone or data service in operation. Monitors are provided with an ultra-mobile PCs or Android phones, customized with the North Track load ticketing and data management system. The use of multiple backup servers and frequent data system backups virtually eliminates the risk of data loss. Since True North owns the hardware and software; creating project specific applications, implementing updates and setting up new hardware are straightforward and quickly implemented.

Hauling vehicle and driver information are encrypted and loaded onto the storage medium as part of the truck certification process and photographs of all hauling units are linked to the database. Changes in truck drivers or hauling equipment require updating of electronic storage medium, which can be performed by Supervisory Monitors with appropriate password authorization.

Monitors initiate electronic load tickets as hauling units are loaded. Basic information is recorded including: address, GPS location, debris type/pay item, monitor, driver, vehicle certification number, date, time, and other relevant information. At completion of loading, the electronic data is encrypted and stored on an electronic medium such as a thumb drive, which is electronically labeled for a specific driver and hauling unit. This electronic medium is provided to the driver to be delivered to the Tower Monitor at the landfill or Debris Management Site (DMS). The driver provides this encrypted data medium to the Tower Monitor, who downloads the electronic load ticket into the North Track data management system and rates the load by percentage full.

Although the primary data is electronic, a paper ticket is printed at the landfill or DMS to provide archive copies for the Owner, contractor and driver, as a record of the load. The electronic medium is cleared when the electronic ticket is completed and is returned to the driver to allow another e-ticket to be initiated. The North Track electronic ticketing and data management system has numerous cross checks and internal controls to ensure accurate data capture and to minimize errors. The North Track database, with electronic load tickets, forms the basis for contractor invoice reconciliation and recommendation to the Owner for payment.

The database will manage all information collected in real time. Additional information, such as photographs, is electronically linked to individual records in the data management system. We are also able to track submerged marine sonar targets by GPS and to track targets visited, targets recovered and targets cleared. True North will work with the Owner to develop specific tracking procedures for each project. We tracked this type of data on over 9,000 targets following Hurricane Ike for the Texas General Land Office (GLO). The data management system can also record and track dredge material quantities for validation and reconciliation purposes.

The core of the North Track data management and electronic ticketing system is a fully relational database. This provides a strong backbone to allow for project specific applications,
system flexibility, and system upgrades driven by technology advances and changes federal regulations. Key features of the system include:

- The North Track system is designed to expedite and improve accuracy of debris data collection
- The Handheld Units collect data electronically without the use of paper tickets
- Units have built in GPS receivers for tracking
- Handheld Units operate without cellular support
- Encrypted storage devices are utilized to transfer e-Ticket information from collection site to Tower
- Encrypted storage devices are tethered to Truck Certification ID by tamper-evident, serialized bands
- Three Paper Load Ticket(s) are generated at Tower
- Two servers are maintained at separate locations for data security
- The North Track system is web-based and is password protected for efficient reporting and tracking

Clients can access all backup for FEMA PW's to expedite the recovery process

**Project Management and Administration**

The True North team is committed to providing the highest level of services to ensure the satisfaction of Islamorada, Village of Islands. We have the qualifications and experience to successfully monitor debris removal for the Village. Key goals are local hiring, management of contractor and full reimbursement of eligible project costs. The True North team will provide collection monitors to observe and ticket all debris loading operations, as well as tower monitors to observe and document all debris site activities. We will enter all load ticket and debris site data into an electronic database daily. This database will include multiple backups and will track key project data. True North’s data system has numerous automatic cross checks to flag any suspicious data such as unusual cycle times, capacities, loading locations or types of debris. Early detection of problems by experienced data personnel is a key to avoiding larger problems later in the project. The data system will generate reports for the Village and will support invoice reconciliation and validation of debris hauler invoices.

We will provide project management and supervision of all activities. True North’s monitors will prepare Incident Reports to document any contractor damage to public or private property.

The True North team may also provide planning, training, permitting and damage assessment services as requested by the Village. We have extensive experience in all of these areas, both pre-disaster and post-disaster.

**Debris Estimate Methodology** - True North will provide estimates on likely debris quantities based on model storms if selected. We will immediately begin debris estimates and damage estimates. We can provide damage assessments for damaged buildings, roadways, utilities, and other facilities. Quick, accurate estimates will help get a presidential disaster declaration more quickly. Our experienced teams will first do a quick overall survey and divide the Village into areas with similar levels of damage for more detailed assessment. True North
will coordinate with Village staff in establishing several representative areas with various levels of damage. We will then do block by block detailed estimates of debris quantities within several areas of light, moderate, heavy, and catastrophic damage respectively. These detailed estimates will be extrapolated to the entire Village based on Cubic Yards of debris per household for each level of damage, and the percent of the Village estimated to be at that damage level. For rural areas, debris quantities will also be prorated on a per road mile basis, for cross check.

Cost Tracking – The True North team has developed a comprehensive data management system, which can be used for detailed tracking of project costs. Costs will be tracked by zones, by contractor, and other relevant categories as requested by Islamorada, Village of Islands. This system will be used to develop periodic reports to the Village, to reconcile contractor invoices and to develop documentation to support FEMA, NRCS and state reimbursement.

Staff Mobilization - Our monitoring staff is an extension of your staff, reacting and responding to requests from Islamorada, Village of Islands. Our monitors are typically locally hired employees that are often displaced or out of work as a result of the declared disaster and are trained and supervised by our experienced permanent staff.

With eight permanent offices in Gulf and Atlantic coastal communities, the True North team understands the importance of this contract in restoring the quality of life for those impacted by the disaster. Our experience in debris recovery to date has shown that securing qualified personnel, providing timely responses, and maintaining proper documentation are the keys to the reconstruction from the devastation left by disasters.

Due to the fact we employ former public employees such as Public Works Directors, Emergency Management Coordinators and retired military personnel, we understand the stress a disaster has on the Village’s staff. Thus, we are able to assist in the staffing and operations of all aspects a disaster may cause. If the demand for temporary assistance goes beyond what we have immediately available, our Human Resource Department will support the effort and assist our local management staff in recruiting, screening, hiring and training the additional monitors and other personnel required throughout the life of a project.

Project Management Meetings - Effective communication is vital to the success of all recovery projects. To ensure that all personnel involved in monitoring the debris removal operation are kept up to date, the following meetings and communications are conducted:

Daily Communication and Safety Meetings - Prior to the start of operations each morning, all monitors are required to sign-in at a pre-determined location. Meetings are held in each zone and are headed up by the Field Supervisor. At these meetings, ongoing training is conducted, changes in FEMA guidance are reviewed, safety issues are addressed, and any pertinent information is exchanged. The Field Operations Manager will generally attend daily meetings.

Periodic Client Meetings - We recommend meeting with Islamorada, Village of Islands on a regular basis, to exchange relevant project information and progress. The True North team will provide detailed Daily Operations Reports to the Debris Manager for Islamorada, Village
of Islands. Typically, regular client meetings will be held daily or multiple times per week as desired by the Village. Our periodic meetings offer another opportunity to meet with the Village staff on operational matters.

**Coordination Meetings with Contractors** - The True North team will initiate meetings with the debris removal contractor to help expedite the work and to discuss any issues that may arise during the week. Village personnel will be made aware of the time and place of these meetings and invited to join. It is important that the monitor and contractor are coordinating with each other to ensure a successful project. In conjunction with these meetings, our staff will coordinate with Village personnel as needed on any issues that may arise in the field.

**Field Staffing Plans**

The True North team will coordinate work schedules with contractors 24 hours in advance and provide work schedules to Islamorada, Village of Islands. Accurate scheduling is critical to ensure adequate monitoring is provided to document debris removal without unneeded cost of excess monitors. Realistic schedules are also necessary to allow Islamorada, Village of Islands to track and oversee the project effectively. Monitors and contractors will be expected to follow these schedules to ensure efficient, effective project performance, management, documentation and reimbursement.

**General Operation Requirements** - In order to control costs and save public money, the True North team is diligent in minimizing hours spent on monitoring activities. We will consult with Islamorada, Village of Islands on staffing and work planning, with the Village having final say on staffing levels. We understand and appreciate the Village’s visits to review the efficiency and effectiveness of our monitoring program.

**Collection Monitoring**

All field monitoring will be managed and executed to maximize federal and state reimbursement. The True North team has a strong track record of full reimbursement of eligible project costs.

**Debris Monitoring Employees** - All debris monitors and Village staff as requested will attend a training program designed by our debris management specialists. This training will be conducted at no cost to Islamorada, Village of Islands. The True North training program ensures that all staff are knowledgeable on FEMA protocol, practices and emergency response coordination. The True North training manual will be provided upon request. Our experienced disaster response team provides training in a classroom setting followed by field training that is designed to verify experience and knowledge of work assignments. All Disposal Site Monitors, Collection Monitors and Project Coordinators are required to attend a training program that includes identification of eligible debris, proper documentation, communication protocols, and safety requirements. All field personnel must possess good communication skills.

**Daily Field Monitor Operations** - Field Monitors will initiate electronic load tickets as debris is loaded from public property and ROW. Information will include address, project, type of debris and truck number and capacity. These tickets and an activity log will be available for review by Islamorada, Village of Islands. This log will contain the number of tickets inventoried, issued and/or voided.
Field Supervisors will be assigned to teams of Monitors. Our Field Supervisors are the key to True North’s success in ensuring that owners receive full FEMA reimbursement on all projects. The True North team will stop work in progress that is not being performed or documented in the appropriate manner or which is not in compliance with task orders issued by the Village. Such work will be noted for nonpayment. We will inspect work in progress to ensure that removal efforts include only eligible debris in eligible locations. Field Supervisors and Field Monitors will enforce the “clean as you go” policy.

Our Field Supervisors have extensive experience and capabilities in debris management, as well as the ability to effectively train, lead and supervise monitors. All Field Supervisors are thoroughly familiar with FEMA processes/procedures and have field experience performing all major monitoring activities including load ticketing, collection monitoring, disposal monitoring, vehicle certification, communications and daily reporting. Field Supervisors will report critical information to Islamorada, Village of Islands daily.

Field Supervisors will be responsible for ensuring compliance of:

- Proper loading and compaction
- Adherence to the Debris Management Action Plan
- Special needs assessment such as stumps, leaners/hangers, etc.
- Required documentation such as photos and GPS coordinates

**Collection Monitoring Support Services** - The True North team has experience in all aspects of debris management including planning, operations, management, monitoring and accounting systems. Our experience has included all types of debris removal programs such as ROW debris, leaner/hanger programs, Freon removal, white goods, public property debris, waterway debris, comprehensive private property/Rights of Entry (ROE) debris, marine debris, demolition, abandoned vehicles and vessels, beach sand cleaning, animal carcasses, condemnations, hazardous materials, asbestos, and tires.

We have also developed numerous supplemental forms and documentation processes for various types of projects. We utilize daily monitor reports, incident reports, tower logs, etc. on typical projects and we have developed specialized forms for projects involving items such as sand cleaning, vessel removal and demolition. We document debris every time it moves, i.e., cutting hazardous limbs, loading, unloading at Debris Management Sites (DMS), reduction, and final haul/disposal or recycling. The True North team will provide all necessary security and oversight for all operations.

**Compliance**

**Regulatory and FEMA Policy Familiarity** - The True North team has extensive knowledge and experience with FEMA and state policies and requirements. We will serve as a resource to Islamorada, Village of Islands on relevant requirements and policies. The True North team will provide recovery services pursuant to local, state, and federal rules and regulations. Before debris hauling and monitoring begins, we typically meet with the FEMA Public Assistance Coordinators, Project Officers and Debris Specialists to coordinate our activities and provide positive communication with FEMA staff. We have regular meetings with the client and FEMA to keep abreast of the ever changing FEMA requirements and Disaster Specific Guidance (DSG) to meet the demands of the particular event.
QA/QC Program – The True North team will implement a QA/QC Program to minimize errors on all projects. The True North team will provide Field Supervisors to observe the activities of our monitors and provide Quality Assurance/Quality Control reviews on the entire project. Adequate project control and full FEMA reimbursement can only be assured if policy and procedures are accurately implemented in the field.

Every debris project is carefully managed from the FEMA kick-off meeting through project closeout. We communicate thoroughly with key team members of the project including, Islamorada, Village of Islands, FEMA, regulatory agencies, contractors, supervisors and employees. Frequent and effective communication is important to ensure we understand and achieve the goals of Islamorada, Village of Islands. A clear understanding of the Stafford Act, DSG and local FEMA staff concerns are critical in project control and management and to ensure full reimbursement. Accurate complete record keeping, documentation and data management are as important as the physical work in meeting the goals of Islamorada, Village of Islands and receiving full federal and state reimbursement.

Eligibility of debris and complete, accurate documentation lead to full reimbursement. These basic functions must be performed correctly in the field. We place great emphasis on training and supervising monitors in the basic monitoring functions to ensure they are performed consistently, and correctly.

Disposal Site Monitoring

The True North team will provide monitors at all Debris Management Sites in compliance with FEMA requirements. Prior to unloading at the disposal site, the tower monitor will verify the truck, capacity and other information on the truck and load ticket and rate the load to determine the actual volume of debris hauled. We will take photographs of loads as requested by the Village. The monitor will verify that the truck is empty as it leaves the site. Monitors will utilize the electronic ticketing system to record the name of the disposal site, arrival time of the truck, etc. This information will be recorded on the load ticket and the Daily Tower Log. We will implement a similar load ticketing process for haul-out and final disposal of reduced debris. The True North team will provide field operation trailers and generators at all Debris Management Sites for use by its staff.

As a part of these services, a daily inspection log will be maintained by each Field Supervisor. The Operations Manager will identify and map daily progress to endure all work is in accordance with the Debris Management Action Plan, and review and process and incident and damage reports.

The True North team will evaluate debris quantities and review eligibility. We will attempt to get FEMA agreement on eligibility and pre-validate debris and hazardous trees and limbs prior to removal whenever possible.

Safety

Safety and training are key components that we stress to our employees. Safety is of the utmost importance to protect our monitors and personnel involved in the project. We will conduct regular safety meetings to inform and remind employees of the importance of project safety. Each safety meeting will generally summarize overall monitor safety then provide detailed discussion of particular elements of project safety, such as safe driving, roadside traffic...
safety or safety around heavy equipment. Additionally, we have dress code and safety gear requirements for our employees.

All True North team monitors will have access to safety equipment including eye protection, hearing protection, safety reflective vests, hard hats and wet and cold weather clothing, compliant with federal, state and local requirements. All debris monitors will wear safety shoes and D.O.T. Class II reflective safety vests.

**Debris Vehicle Certification**

Certification, documentation, and validation of truck measurements are required by FEMA. Our staff will provide the measurements of the truck and trailer beds and review the compliance with requirements such as limitations of extensions above metal rails. The truck measurements will be recorded and entered into a spreadsheet for validation. Whenever load tickets and truck numbers are entered throughout the project, the database will verify that the truck bed capacity matches the truck number and recorded volume. For additional documentation, each measured truck will be photographed. Summary books of all certified vehicles will be maintained at each TDSRS and final disposal site to verify vehicles and equipment and for quality control purposes. Potential attributes of vehicles subject to modification will be documented. Periodic or suspicious spot checks and re-certifications will be utilized to discourage vehicle alterations especially when reasons for concern are observed. The True North team will perform periodic and random volume capacity verifications of certified recovery vehicles.

**Load Ticket Process Development**

Field Monitors will initiate electronic as debris is loaded from public property and ROW. Debris Site/Tower Monitors complete each electronic load ticket with a load rating. Paper load tickets are printed at this point in addition to the database, as a hard record for the truck driver, landfill and owner. Monitors will keep a log that contains information including debris loading site location, loading site monitor’s name, supervisor’s name, number of load tickets issued during the shift, a listing of load ticket numbers issued or voided, and any problems encountered or anticipated. Load tickets and logs will be available to Islamorada, Village of Islands. In addition to the tickets and logs, cumulative data and activity reports on completion progress and issues will be submitted to the Village. These reports will include detail of the quantities and types of debris hauled. This information will be used by True North to reconcile pay requests from the contractor.

Since the load ticket process forms the basis of reimbursement, very close observation of debris loading operations is critical, including types of debris and loading site location. Field Supervisors will be utilized along with control points to ensure thorough documentation and ticketing of debris loading operations.

**Database Reporting**

**Data Administration** - All load tickets and debris site data will be entered into the True North team’s data management system daily. Our data management system has proven its value on complex projects. Managing ROW vegetative and C&D debris is relatively simple. Tracking numerous communications, types of debris, and inspections for each individual Right of Entry (ROE) property requires a well designed data base system.
Many cross-checks are also built into our proprietary data system, which shows caution flags when unexpected parameters are detected. Examples of data base “flags” could be short turn-around of a hauling unit, discrepancy on capacity, or high loads per day. The True North team’s data management system can be organized and sorted by many different factors to generate very informative reports. We will work with Islamorada, Village of Islands to develop an automatic daily report format to meet your information needs. We can also generate custom reports from the data base to provide Islamorada, Village of Islands with a wide range of project information. This reporting will be valuable in determining the need for additional passes, new programs, modifications to the scope of the project, etc.

GPS coordinates are recorded and digital photographs are gathered to document critical activities including all unit price tree removals, to meet FEMA requirements.

**Daily Operational Reports** - The True North team will provide detailed daily status reports to Islamorada, Village of Islands for use and information. These reports will be developed for automated generation by our comprehensive data management system. Relevant project statistics and cumulative statistics will be shown in a straightforward graphical manner, for officials to provide information to the media or to their constituents. These reports will be customized to fit the specific needs of Islamorada, Village of Islands. These reports will also include information such as vehicles operating, total loads hauled and cubic yards hauled. The data will be broken down and reported in categories by zone, contractor, debris type, average truck size and citizen drop-off sites.

**Payment Monitoring and Reconciliation Process**

We reconcile quantities with the contractor on a regular basis to ensure load ticketed quantities match as the project progresses. This avoids much stress at the end of pay cycles in the event of different interpretations by the parties. The True North team reconciles data ticket-by-ticket and performs all tasks in compliance with FEMA standards. We review all contractor invoices for accuracy and consistency with load tickets, tower logs, and project spreadsheet quantities. Accurate, complete invoices/pay requests with correct quantities are forwarded to the Village on a timely basis with a recommendation for payment. The True North team’s monitoring, documentation, and review processes provide the quality control and backup needed for full reimbursement by FEMA. We will keep Islamorada, Village of Islands informed of the effect of recommended payments on the project/overall budgets, Project Worksheets, and Village Purchase Orders. This will assist in planning for Purchase Order adjustments and the need for additional versions of Project Worksheets.

**Funding Support**

The True North team has a strong track record of full reimbursement on projects monitored by our staff. We will assist Islamorada, Village of Islands in developing a cash flow strategy to maximize early reimbursement of project costs.

**Development of Project Worksheets (PW)** - The True North team will establish a relationship with the Public Assistance Coordinator (PAC) and staff responsible for writing the PWs for the project. Our staff will provide estimated debris quantities and cost estimates to assist the PAC in developing the PWs and any versions required. We will provide assistance to FEMA PA personnel to develop total debris quantities at the outset of the project. Although not anticipated, the True North team will assist Islamorada, Village of Islands throughout any
needed appeal process based on our in depth knowledge of FEMA reimbursement policies. We will assist the Village in identifying additional funding sources as necessary, such as project expansion, additional debris categories, mitigation opportunities, additional declarations, etc. The True North team will provide assistance to the Village in identifying eligible damage to public facilities under other FEMA Category assignments.

**Site Selection** - The True North team, with the assistance from our team of geologists, will provide technical and permitting assistance associated with the need to locate Debris Management Sites. If requested by the Village, we will perform the necessary environmental data collection process including baseline data and apply for required permits per local, state and federal requirements for designated emergency Debris Management Sites.

**Debris Quantity Estimates, Mapping and Zone Development** - Through the development/review of a DDMP, our staff will provide debris estimates based on existing conditions. In addition, zones will be identified throughout the Village and mapped within the DDMP for debris removal from Village property, rights of way, parks and beaches. This pre-planning activity will allow Village officials to prepare for future events and better prepare their staff for responding.

**Public Information Assistance**

The True North team will assist Islamorada, Village of Islands in developing and implementing public communication tools as requested. We will develop and implement programs to communicate disaster and debris removal information to the public. To coordinate these efforts, we will provide experienced local employees with excellent communication skills, as well as thorough knowledge of the community and debris removal operations. If requested by Islamorada, Village of Islands, our communications assistance may include development of press releases, public notices, public service announcements, project status updates, and other public communication tools.

The True North team will establish and staff a “debris hotline” and/or website to address public complaints and concerns, as requested by Islamorada, Village of Islands. We will provide a local phone number and trained staff to manage phone calls and website activity regarding all aspects of disaster debris, including debris removal schedules, eligibility for pickup, processes, recording public needs/concerns, complaints and property damage claims. All complaints and damage reports will be documented and investigated, with resolution reported to the Village. The True North team has broad experience in public communications and call center management following major hurricanes and other disasters. All public information support activities will be managed and executed to maximize federal and state reimbursement.

**Contractor Damages** - The True North team will coordinate with Islamorada, Village of Islands to respond to residential, commercial and public property damages occurring in the field throughout the course of the project. The True North team will maintain and update a log of damages reported, damage corrections, and releases for work by either the property owner or the Village. We will track and monitor any complaints or damage reports, work with the contractors to resolve issues, and communicate this process to Islamorada, Village of Islands.

**Other Debris Monitoring and Recovery Services** - In addition to monitor services outlined above, The True North team is experienced and prepared to provide a broad range of emergency management assistance, including planning, damage assessments, pre-disaster...
assessments, FEMA consulting and financial recovery assistance. We have experience in assessing/processing property condemnation, structure demolition, damage waiver/private property approval, and marine debris assessment/monitoring.

The True North team is prepared with appropriate supervisors, staff, and watercraft to oversee clearing of debris from canals and waterways. We will assist the Village in assessing and documenting the debris accumulation and damage in Village drainage canals and provide the County with a GIS files and map depicting canals requiring focused maintenance.

We have developed unique FEMA projects such as catastrophic disaster, commercial property assistance (based on overall economic recovery) and standing dead tree removal (based on future hazard). The True North team is prepared to provide other planning, FEMA consulting, financial recovery and situational awareness services as requested by Islamorada, Village of Islands. In addition to extensive debris management and monitoring, True North and Neel-Schaffer have experience in program management of capital improvement and disaster recovery projects.

True North will monitor the schedules and budgets of program elements to verify compliance, and take necessary recovery steps when deviations occur. We will maintain budgets and track costs under various categories for each project. Cost tracking, cost controls, and documentation will be performed to comply with the requirement of FEMA. Cost tracking and oversight for each project will include administrative, design consultant construction contractor, permitting, and other project costs. The True North’s cost control measures will include review and processing of consultant invoices and contractor payment applications. We will work with the entities receiving the funds, consultants, and contractors to minimize and resolve disputes and change orders. The True North team will identify project elements which fall behind schedule or over budget. We will develop and implement a recovery plan for those elements which deviate from the program schedule and budget.

**Recovery Services**

Islamorada, Village of Islands can be exposed to substantial damages as a result of a significant storm event. These damages can include flood damage, beach erosion, sand displacement, private property devastation (requiring structure demolition and/or vegetative debris removal) and inland waterway disruption in the wake of a large storm. The True North team has the ability to provide financial tracking services, and the coordination typically required in coastal communities to help ensure Islamorada, Village of Islands receives reimbursements from FEMA. We have experience in coastal community recovery including the recovery services listed below:

- Ordinance analysis to determine the best legal method to remove debris from private property.
- Easement/ Rights of Entry administration and data base management.
- Private property hazard tree and limb removal monitoring.
- Private property demolition coordination and monitoring.

**Event Closure**

The True North team will complete project closeout within 30 days following completion of
Additional Services

Hazard Mitigation Planning Services

True North Emergency Management staff members have extensive experience in developing Hazard Mitigation Action Plans (HMAPs) and Local Mitigation Strategies (LMSs) for multiple jurisdictions. True North Emergency Management understands the steps and tasks required to meet requirements for Local Mitigation Plans under the Robert T. Stafford Act and Title 44 Code of Federal Regulations (CFR) Parts 201 and 206 Interim Final Rule and the Disaster Mitigation Act of 2000. These include requirements set forth by the Federal Emergency Management (FEMA), effective October 1, 2011. True North staff continually review and update themselves on all regulations and requirements set forth for mitigation plans and other mitigation planning efforts.

True North Emergency Management ensures that all-hazards mitigation plans are consistent with steps and methodologies set forth in FEMA's The Local Mitigation Plan Review Guide, dated October 1, 2011 and FEMA's Local Mitigation Planning Handbook. This includes consistency and compliance with the FEMA Local Mitigation Plan Review Tool / Crosswalk. True North Emergency Management also makes certain that any state guidelines and review processes relating to all-hazards mitigation plans are adhered to during the development and approval of client mitigation plans.

Mitigation Grant Program Services

True North Emergency Management Staff have experience in helping clients in developing grants for the following mitigation grant programs:

- Hazard Mitigation Grant Program (HMGP)
- Repetitive Flood Claims Program Grant
- Flood Mitigation Assistance Grant (FMAP)

True North Emergency Management assists its clients in identifying potential mitigation projects, performing a benefit-cost analysis (BCA), developing the grant application, and applying for the grant. True North Emergency Management stays aware of current regulations and eligibility criteria associated with each hazard mitigation grant program to better ensure client success in getting the grant. This includes all requirements set forth as follows:

- Hazard Mitigation Grant Program (HMGP)
  Section 404 – Robert T Stafford Disaster Relief and Emergency Assistance Act (PL 93-288 as amended)

- Repetitive Flood Claims Program

- Flood Mitigation Assistance Program
  Section 1366 of the National Flood Insurance Act of 1968 (42 United States Code 4104c), as amended by the National Flood Insurance Reform Act of 1994 (Public
True North Emergency Management also has in depth knowledge of the National Flood Insurance Program (NFIP), which is necessary in applying for many hazard mitigation grants.

True North Emergency Management’s Hazard Mitigation Grant Services can be coupled with the Public Assistance Grant Services mentioned below in a post-disaster scenario.

**Emergency Management and Homeland Security Grant Services**

Along with all-hazards mitigation grants mentioned above, True North Emergency Management assists its clients in developing Emergency Management and Homeland Security grants for both preparedness and recovery needs. Examples of potential grant programs include:

- Emergency Management Performance Grant (EMPG)
- Urban Area Security Initiative (UASI)
- State Homeland Security Program (SHSP)
- Tribal Homeland Security Grant Program (THSGP)
- Nonprofit Security Grant Program (NGSP)

True North Emergency Management works with clients to identify grant opportunities and formulating costs for potential grants. True North Emergency Management also assists clients in identifying and fulfilling cost-matching requirements. True North will also assist clients in completing and submitting the grant applications. When applicable, True North will assist the client in implementing the grant project.

True North Emergency Management staff continually reviews eligibility and application requirements for both state and federal grant programs. This is necessary in order to ensure maximum success for clients in receiving grant funds for their Emergency Management projects.

True North Emergency Management also provides Public Assistance Grant Services under the FEMA Public Assistance program. This is discussed below.

**Comprehensive Emergency Management Planning Services**

True North Emergency Management staff members have extensive experience in developing custom and cost-effective plans and Standard Operating Procedures. These include:

- Hazard-Specific Plans
- Debris Management Plans
- Capability Assessments
- Public Outreach Plans
- Shelter Plans
- National Incident Management System (NIMS) Implementation Plans

True North Emergency Management reviews and remains updated on all state and federal
regulations related to the many specific types of plans. True North Emergency Management will ensure all plans that are developed for clients are compliant with applicable state and federal regulations, to include National Incident Management System (NIMS), Emergency Management Accreditation Program (EMAP), and FEMA Community Preparedness Guide (CPG) 101.

**Continuity of Operations and Continuity of Government Planning Services**


Elements includes in each COOP and/or COG plan include:

- Readiness and Preparedness Actions
- Plan Activation and Relocation Procedures
- Continuity Operations
- Reconstitution Procedures

True North Emergency Management works with its clients to ensure that a customized and functional COOP and/or GOG plan is developed by including client stakeholders in the planning process to ensure buy-in and understanding of the elements of the COOP and/or COG plan.

**Risk and Vulnerability Assessment Services**

True North Emergency Management offers Risk and Vulnerability Analysis services to its clients. This service is typically included in many planning projects, but can be a stand-alone service. True North Emergency Management takes an all-hazards approach to Hazard Risk and Vulnerability Assessments. True North Emergency Management will work with its clients to identify the likelihood of particular hazards affecting their jurisdiction or organization. Once this is complete, True North Emergency Management will work with the client to determine the overall impacts of a hazard on life, property, and the environment.

True North Emergency Management is familiar with current standards and guides related to Risk and Vulnerability Assessments. This includes FEMA’s Threat and Hazard Identification and Risk Assessment Guide (THIRA), Community Preparedness Guide (CPG) 201 that was published in April 2012. True North Emergency Management has updated its Hazard Risk and Hazard Vulnerability services to incorporate the methodologies set forth in the THIRA. This will ensure updated and comprehensive Risk and Vulnerability Assessment services for True North Emergency Management clients.

**All-Hazards Training Services**

True North Emergency Management understands the criticality of training clients in order to empower them to do their jobs effectively and efficiently. True North offers various training...
courses for its clients to include courses related to:

- Debris Monitoring and Management
- National Incident Management System (NIMS)
- Emergency Operations
- Impact and Damage Assessment
- Public Outreach
- Departmental Strategy Development
- Hazard Mitigation
- Continuity of Operations / Continuity of Government
- General Emergency Management

True North Emergency Management will work with its clients to customize classes and delivery to ensure that the material being delivered is most effective for the clients and their training objectives.

All-Hazards Exercise Services

True North staff understands client needs to drill or exercise plans in part or in their entirety. This is necessary in order to define gaps in capabilities and/or processes before an emergency or disaster occurs so that they can be corrected. True North Emergency Management can provide the following services to its clients:

- Drills
- Tabletop Exercise (TTX) Services
- Functional Exercise (FX) Services
- Full-Scale Exercise (FSX) Services
- Exercise Evaluation
- After Action Meeting and Reporting

True North staff has expertise in the Homeland Security Exercise and Evaluation Program (HSEEP), and will use this approved methodology and set of tools to develop drills and exercises for clients.

Departmental / Organizational Strategies

True North Emergency Management understands Emergency Management from both the public sector and private sector. True North understands that Emergency Managers are often asked to justify their programs and the direction of their programs for a variety of reasons. True North will work with its clients in developing a Department or Organization Strategy that will be customized and will illustrate the accomplishments, current projects, and future direction of the client’s agency. Not dissimilar to a business plan, strategic planning is designed to provide a road map for the department to proceed into the future.

True North’s Emergency Management will work with its clients to develop goals and objectives based on current and anticipated resources. These goals and objectives will be based on
current standards and requirements, as well as a desired direction that the client would like to take their organization. True North Emergency Management will further assist clients by determining capabilities for meeting set goals, which can help clients outline future funding priorities. Additionally, True North will assist clients in developing a preliminary work plan in order to achieve the set goals and objectives.

**Emergency Operations Staff Augmentation Services**

True North Emergency Management offers Emergency Operations staff augmentation services to its clients both in “peacetime” as well as during disasters. True North Emergency Management understands that many Emergency Management offices and organizations are understaffed, particularly in a post-disaster scenario. True North Emergency Management staff has experience in Emergency Operations Center environments in a variety of roles. These roles include:

- Incident Commander
- Emergency Manager
- Emergency / Disaster Operations
- Planning
- Data Collection and Maintenance
- Engineering

True North Emergency Management offers these services on a pre-event contract basis to its clients.

**Impact and Damage Assessment Staff Augmentation**

True North Emergency Management provides Impact and Damage Assessment services to its clients. Following a disaster, it is critical that jurisdictions and organizations understand how the disaster has affected them. This includes determination of how infrastructure, critical services and facilities, businesses, residents, and the environment have been affected.

The Impact Assessment Services provided by True North Emergency Management are designed to give the client an idea of how the disaster has affected their jurisdiction, and how they may need to prioritize response and recovery resources. To accomplish this, True North staff can incorporate with local representatives to expedite the completion of the initial assessment.

The Damage Assessment Services provided by True North Emergency Management are designed to take a more detailed look at exact damages. True North Emergency Management will work with clients to develop detailed reports on damages. This information can then be used in the Public Assistance process to begin the development of Project Worksheets.

True North Emergency Management offers these services on a pre-event contract basis to its clients.

**FEMA Public Assistance Grant Services**

True North Emergency Management has experience in assisting its clients through the Public Assistance Grant process. True North can assist clients by capturing data and eligible
costs that can be used to develop projects to be put onto a Project Worksheet (PW). True North Emergency Management can assist with initial estimates as well as final actual costs related to each project in the client PA process. Services included in True North’s Emergency Management services include:

- Project Scope Development
- Direct Administrative Cost Assistance
- Project Cost Estimation Documentation
- Small and Large Project Development
- Construction Inspection
- Hazard Mitigation Project Review, Development, and Support
- Reconciliation and Reimbursement Services
- Data Collection and Dissemination
- Grant Closeout Services
- Audit Assistance

True North Emergency Management can also assisting clients maximize FEMA reimbursement from previous disaster. True North has experience in reviewing Project Worksheets, and their associated documentation, to determine if all eligible costs have been captured. In cases where it has not, True North Emergency Management will work with its clients to submit additional eligible costs to FEMA to get reimbursement.
## Selected Debris Management Experience

<table>
<thead>
<tr>
<th>Location</th>
<th>Event</th>
<th>Date of Service</th>
<th>Experience</th>
<th>Staff</th>
<th>Quantity</th>
</tr>
</thead>
</table>
| University of Iowa | 2008 Flooding DR-1763 | June 2013 to Present | • Asbestos Abatement Monitoring of Demolition debris | • Project Manager  
• Operations Manager  
• Field Supervisors  
• Debris Monitors | Five Commercial, Institutional Buildings |
| Worthington, Minnesota | 2013 Severe Winter Storm DR-4113 | May 2013 to Present | • Debris Monitoring  
• Tree Monitoring | • Project Manager  
• 4 Field Supervisors  
• 8 Debris Monitors  
• 8 Tree Monitors | Estimated 75,000 cy debris  
5,000 trees |
| Ocean County, New Jersey Including the Townships of: Berkeley, Jackson Long Beach Island, Ocean, Barnegat, Stafford, Lakewood, Manchester and Toms River Boroughs of: Beach Haven, Mantoloking, Seaside Heights, and Ship Bottom | 2012 Hurricane Sandy DR - 4086 | Nov. 2012 to Present | Debris Monitoring of:  
• C & D Materials  
• Vegetative  
• White Goods  
• Household Hazardous Waste (HHW)  
• Vegetative  
• E-waste  
• Hazardous limbs and trees removal  
• Sand Screening  
• Private Property Demolition  
• Marine debris | • Project Manager  
• 2 Operations Managers  
• 2 Data Managers  
• 12 Field Supervisors  
• 200 monitors | Estimated 1.5 million cy debris |
| Kentucky Transportation Cabinet | 2009 Severe Winter Storm and Flooding DR-1818 | Jan. 2012 to Present | Financial Recovery | • Officer-In-Charge  
• FEMA Specialist |
| Cedar Rapids, Iowa | 2008 Flooding DR-1763 | June 2008 to Present | Debris Monitoring of:  
• C & D Materials  
• Metals  
• White Goods  
• Household Hazardous Waste (HHW)  
• Regulated Asbestos-Containing Materials (RACM)  
• Demolition of Flood Impacted Structures  
• Compilation of FEMA Documentation for Reimbursement | • Project Manager  
• Field Supervisor  
• Debris Monitor  
• 15 Field Collection Monitors  
• Data Manager  
• Administrative Assistant | ROW Debris: 33,046 tons  
White Goods: 1,817 units  
Marine Debris: 110 tons  
25 Demolition properties  
RACM Debris: 1,410 tons  
RACM Concrete: 844 tons  
Clean Concrete: 915 tons  
3,087 cy Fill Dirt |
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<tr>
<th>Location</th>
<th>Event</th>
<th>Date of Service</th>
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<th>Staff</th>
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<tbody>
<tr>
<td>Biloxi, Mississippi</td>
<td>2005 Hurricane Katrina DR-1604</td>
<td>Sept. 2005 to Aug. 2007</td>
<td>Debris Monitoring and Tree Contract, Right-of-Entry (ROE), Drainage Way Debris Removal, Abandoned Vehicle/ Boat Removal, Contractor Selection Assistance, Compilation of FEMA Documentation for Reimbursement</td>
<td>Project Manager, 6 Field Coordinators, 100 Monitors, 3 Debris Contractors, 2 Tree Contractors, 10 Disposal Sites, 2 Towing Companies</td>
<td>2.9 Million cy Debris, 3,500 ROEs</td>
</tr>
<tr>
<td>Jackson County, Mississippi</td>
<td>2012 Hurricane Isaac DR-4081</td>
<td>September 2012</td>
<td>Debris Monitoring, Compilation of FEMA Documentation for Reimbursement</td>
<td>Project Manager, Operations Manager, 2 Debris Monitors, Data Manager</td>
<td>7,037 cy debris</td>
</tr>
<tr>
<td>Jackson County, Mississippi</td>
<td>2005 Hurricane Katrina DR-1604</td>
<td>Jan. 2006 to Aug. 2006</td>
<td>Debris Monitoring, Tree Removal, Right-of-Entry (ROE), Drainage Way Debris, Abandoned Vehicle/ Boat Removal, Contractor Selection Assistance, Compilation of FEMA Documentation for Reimbursement</td>
<td>Project Manager, 6 Field Coordinators, 100 Monitors</td>
<td>1.2 Million cy Debris Removal, 3,500 Trees, 5,000 ROE, 48,000 lf Wet Debris</td>
</tr>
<tr>
<td>Upper Texas Gulf Coast Beaches including: Galveston and Brazoria Counties, Galveston, Surfside, Quintana and Jamaica Beach</td>
<td>2008 Hurricane Ike DR-1791</td>
<td>Dec. 2008 to Mar. 2009</td>
<td>Debris Monitoring, Beach Restoration, Concrete Removal, Compilation of FEMA Documentation for Reimbursement</td>
<td>Project Manager, 64 Debris Monitors, 8 Field Collection Monitors, 6 Sand Screening Crew Leaders, Data Manager, Administrative Assistant</td>
<td>1.2 million cy Sand Screening, 30,840 cy C &amp; D, 24,650 cy Concrete</td>
</tr>
<tr>
<td>Location</td>
<td>Event</td>
<td>Date of Service</td>
<td>Experience</td>
<td>Staff</td>
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<td>Five major bays and the Gulf of Mexico in</td>
<td>2008 Hurricane Ike</td>
<td>Mar. 2008 to Mar. 2009</td>
<td>• Marine Debris Monitoring&lt;br&gt;• Vessel Removal&lt;br&gt;• Compilation of FEMA Documentation for Reimbursement</td>
<td>• Project Manager&lt;br&gt;• 75 Extraction Monitors&lt;br&gt;• 6 Tower Monitors&lt;br&gt;• 2 Vessel Demo Monitors&lt;br&gt;• Data Manager&lt;br&gt;• Administrative Assistants</td>
<td>130 Vessels Extracted 350,000 Acres Marine Debris Monitoring</td>
</tr>
<tr>
<td>and adjacent to: &lt;br&gt;• Galveston County&lt;br&gt;• Brazoria County&lt;br&gt;• Harris County&lt;br&gt;• Chambers County&lt;br&gt;• Jefferson County&lt;br&gt;• Orange County</td>
<td>DR-1791</td>
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<tr>
<td>La Porte, Texas</td>
<td>2008 Hurricane Ike</td>
<td>Sept. 2008 to May 2009</td>
<td>• Debris Monitoring&lt;br&gt;• Tree Monitoring&lt;br&gt;• Compilation of FEMA Documentation for Reimbursement</td>
<td>• Project Manager&lt;br&gt;• 55 Debris Monitors&lt;br&gt;• 4 Field Collection Monitors&lt;br&gt;• Data Manager&lt;br&gt;• Administrative Assistant</td>
<td>270,000 cy Debris Removal 3,100 Trees</td>
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<td></td>
<td>DR-1791</td>
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<tr>
<td>Hancock County, Mississippi</td>
<td>2005 Hurricane Katrina</td>
<td>Aug. 2006 to Aug. 2007</td>
<td>• Debris Monitoring&lt;br&gt;• Dead Standing Tree Removal&lt;br&gt;• Right-of-Entry (ROE)&lt;br&gt;• Contractor Selection Assistance&lt;br&gt;• Abandoned Vehicle/Boat Removal&lt;br&gt;• Compilation of FEMA Documentation for Reimbursement</td>
<td>• Project Manager&lt;br&gt;• 3 Field Coordinators&lt;br&gt;• 30 Monitors&lt;br&gt;• Debris Contractor&lt;br&gt;• Tree Contractor</td>
<td>208,479 cy Debris 26,304 Trees 2,800 ROEs</td>
</tr>
<tr>
<td>Vero Beach / Indian River County, Florida</td>
<td>2004 Hurricanes Frances</td>
<td>Aug. 2004 to Oct. 2004</td>
<td>• Debris Monitoring&lt;br&gt;• Contractor Selection Assistance&lt;br&gt;• Compilation of FEMA Documentation for Reimbursement</td>
<td>• Project Manager&lt;br&gt;• 2 Field Coordinators&lt;br&gt;• 8 Monitors</td>
<td>800,000 cy Debris Removal</td>
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<td>DR-1545 and Jeanne</td>
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<td>DR-1561</td>
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<tr>
<td>Tyrrell County, North Carolina</td>
<td>2011 Hurricane Irene</td>
<td>Sept. 2011 to Dec. 2011</td>
<td>• Debris Monitoring&lt;br&gt;• Compilation of FEMA Documentation for Reimbursement</td>
<td>• Project Manager&lt;br&gt;• 5 Debris Monitors</td>
<td>4,260 cy Debris 1,000 cy Mulch</td>
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<td>DR - 4019</td>
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<tr>
<td>Shoreacres, Texas</td>
<td>2008 Hurricane Ike</td>
<td>Sept. 2008 to Mar. 2009</td>
<td>• Debris Monitoring&lt;br&gt;• Tree Monitoring&lt;br&gt;• White Goods&lt;br&gt;• Compilation of FEMA Documentation for Reimbursement</td>
<td>• Project Manager&lt;br&gt;• 12 Debris Monitors&lt;br&gt;• 4 Field Collection Monitors&lt;br&gt;• Data Manager&lt;br&gt;• Administrative Assistant</td>
<td>93,000 cy Debris 450 Trees 1,100 White Goods</td>
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<td></td>
<td>DR-1791</td>
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<tr>
<td>Virginia Department of Transportation /</td>
<td>2011 Hurricane Irene</td>
<td>Aug. 2011 to Nov. 2011</td>
<td>• Debris Monitoring&lt;br&gt;• Tree Monitoring</td>
<td>• Project Manager&lt;br&gt;• 9 Debris Monitors</td>
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<tr>
<td>Location</td>
<td>Event</td>
<td>Date of Service</td>
<td>Experience</td>
<td>Staff</td>
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<tr>
<td>Morgan’s Point, Texas</td>
<td>Hurricane Ike</td>
<td>Sept. 2008 to Oct. 2008</td>
<td>Debris Monitoring • Tree Monitoring • Compilation of FEMA Documentation for Reimbursement</td>
<td>Project Manager • 3 Debris Monitors • Field Collection Monitors • Data Manager • Administrative Assistant</td>
<td>17,000 cy Debris 134 Trees</td>
</tr>
<tr>
<td>Taylor Lake Village, Texas</td>
<td>Hurricane Ike</td>
<td>Sept. 2008 to Nov. 2008</td>
<td>Debris Monitoring • Tree Monitoring • Compilation of FEMA Documentation for Reimbursement</td>
<td>Project Manager • 10 Debris Monitors • Field Collection Monitors • Data Manager • Administrative Assistant</td>
<td>45,000 cy Debris 60 Trees</td>
</tr>
<tr>
<td>Scott, Louisiana</td>
<td>Hurricane Gustav</td>
<td>Sept. 2008 to Oct. 2008</td>
<td>Debris Monitoring • Compilation of FEMA Documentation for Reimbursement</td>
<td>Project Manager • 4 Debris Monitors • Field Collection Monitors • Data Manager • Administrative Assistant</td>
<td>8,196 cy Debris</td>
</tr>
<tr>
<td>Passaic County, New Jersey</td>
<td>Hurricane Irene</td>
<td>Sept. 2011 to Oct. 2011</td>
<td>Debris Management Consulting</td>
<td>Project Manager</td>
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</tr>
<tr>
<td>Lafayette Consolidated Government, Louisiana</td>
<td>Hurricane Gustav</td>
<td>Sept. 2008 to Dec. 2008</td>
<td>Debris Monitoring • Tree Monitoring • Compilation of FEMA Documentation for Reimbursement</td>
<td>Project Manager • 52 Debris Monitors • 2 Field Collection Monitors • Data Manager • Administrative Assistant</td>
<td>276,000 cy Debris 15,235 Trees 72,000 cy Mulch</td>
</tr>
<tr>
<td>Gautier, Mississippi</td>
<td>Hurricane Katrina</td>
<td>Jan. 2007 to Jun. 2007</td>
<td>Debris Monitoring and Tree Contract • Rights-of-Way (ROW) Final Pass • Rights-of-Entry (ROE)</td>
<td>Project Manager • 2 Field Coordinators • 20 Monitors</td>
<td>8,337 cy Debris 757 ROEs 2,700 Trees</td>
</tr>
<tr>
<td>Hattiesburg, Mississippi</td>
<td>Hurricane Katrina</td>
<td>Jan. 2006 to Apr. 2006</td>
<td>Debris Monitoring and Tree Contract • Contractor Selection Assistance</td>
<td>Project Manager • 2 Field Coordinators • 22 Monitors</td>
<td>100,000 cy Debris</td>
</tr>
<tr>
<td>Madison, Mississippi</td>
<td>Hurricane Katrina</td>
<td>Sept. 2005 to Nov. 2005</td>
<td>Debris Monitoring • Contractor Selection Assistance • Compilation of FEMA Documentation for Reimbursement</td>
<td>Project Manager • Field Coordinator • 6 Monitors</td>
<td>41,000 cy Debris</td>
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<tr>
<td>Location</td>
<td>Event</td>
<td>Date of Service</td>
<td>Experience</td>
<td>Staff</td>
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<tr>
<td>Laurel, Mississippi</td>
<td>Hurricane Katrina DR-1604</td>
<td>Sept. 2005 to May 2006</td>
<td>Debris Monitoring • Removal Plan for Hazardous Trees/Limbs • Contractor Selection Assistance • Compilation of FEMA Documentation for Reimbursement</td>
<td>Project Manager • 2 Field Coordinators • 16 Monitors</td>
<td>2,331 cy Debris 540 Trees 3,646 Trees Trimmed</td>
</tr>
<tr>
<td>McComb, Mississippi</td>
<td>Hurricane Katrina DR-1604</td>
<td>Sept. 2005 to Nov. 2005</td>
<td>Debris Monitoring • Contractor Selection Assistance • Compilation of FEMA Documentation for Reimbursement</td>
<td>Project Manager • Field Coordinator • 10 Monitors</td>
<td>90,000 cy Debris</td>
</tr>
<tr>
<td>Magee, Mississippi</td>
<td>Hurricane Katrina DR-1604</td>
<td>Sept. 2005 to Oct. 2005</td>
<td>Debris Monitoring • Contractor Selection Assistance • Compilation of FEMA Documentation for Reimbursement</td>
<td>Project Manager • 2 Field Coordinators • 12 Monitors</td>
<td>23,232 cy Debris</td>
</tr>
<tr>
<td>Magnolia, Mississippi</td>
<td>Hurricane Katrina DR-1604</td>
<td>Sept. 2005 to Nov. 2005</td>
<td>Debris Monitoring • Contractor Selection Assistance • Compilation of FEMA Documentation for Reimbursement</td>
<td>Project Manager • Field Coordinator • 8 Monitors</td>
<td>11,000 cy Debris</td>
</tr>
<tr>
<td>Mississippi Department of Transportation District Six</td>
<td>Hurricane Katrina DR-1604</td>
<td>Feb. 2006 to June 2006</td>
<td>Debris Monitoring • Contractor Selection Assistance • Compilation of FEMA Documentation for Reimbursement</td>
<td>Project Manager • 2 Field Coordinators • 30 Monitors</td>
<td>500,000 cy Debris</td>
</tr>
<tr>
<td>Jackson, Mississippi</td>
<td>Hurricane Katrina DR-1604</td>
<td>Nov. 2005 to Sept. 2006</td>
<td>Debris Monitoring • Contractor Selection Assistance • Compilation of FEMA Documentation for Reimbursement</td>
<td>Project Manager • Project Coordinator • 2 Field Coordinators • 24 Monitors</td>
<td>270,000 cy Debris</td>
</tr>
<tr>
<td>Rankin County, Mississippi</td>
<td>Hurricane Katrina DR-1604</td>
<td>Sept. 2005 to Oct. 2005</td>
<td>Debris Monitoring and Tree Contract • Contractor Selection Assistance • Compilation of FEMA Documentation for Reimbursement</td>
<td>Project Manager • Project Coordinator • 19 Monitors</td>
<td>126,000 cy Debris</td>
</tr>
<tr>
<td>Location</td>
<td>Year</td>
<td>Event</td>
<td>Dates</td>
<td>Activities</td>
<td>Personnel</td>
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<tr>
<td>Jackson, Clinton, Mississippi</td>
<td>2011</td>
<td>Tornado</td>
<td>May 2011 to June 2011</td>
<td>Debris Monitoring, Compilation of FEMA Documentation for Reimbursement, Tree Monitoring</td>
<td>Project Manager, Field Supervisor, Field Monitor, Tower Monitor</td>
</tr>
<tr>
<td>Hoover, Alabama</td>
<td>2011</td>
<td>Tornado DR-1971</td>
<td>May 2011 to July 2011</td>
<td>Debris monitoring of vegetative, C&amp;D, white goods, HHW</td>
<td>Project Manager, Field Supervisor, 10 monitors</td>
</tr>
<tr>
<td>Chattanooga, Tennessee</td>
<td>2011</td>
<td>Tornado</td>
<td>May 2011 to Oct. 2011</td>
<td>Debris Monitoring, Compilation of FEMA Documentation for Reimbursement, Tree Monitoring</td>
<td>Project Manager, Field Coordinator, 20 Debris Monitors</td>
</tr>
<tr>
<td>Bradley County Cleveland, Tennessee</td>
<td>2011</td>
<td>Tornado</td>
<td>May 2011 to Aug. 2011</td>
<td>Debris Monitoring, Compilation of FEMA Documentation for Reimbursement, Tree Monitoring</td>
<td>Project Manager, Field Coordinator, 20 Debris Monitors</td>
</tr>
<tr>
<td>Yazoo and Holmes Counties, Mississippi</td>
<td>2010</td>
<td>Tornado</td>
<td>April 2010</td>
<td>Debris Monitoring, Contractor Selection Assistance, Compilation of FEMA Documentation for Reimbursement</td>
<td>Project Manager, Field Coordinator, 10 Debris Monitors</td>
</tr>
<tr>
<td>Columbus, Mississippi</td>
<td>2002</td>
<td>Straight Line Winds</td>
<td>Nov. 2002 to Oct. 2003</td>
<td>Debris Monitoring, Right-of-Entry (ROE), Contractor Selection Assistance, Compilation of FEMA Documentation for Reimbursement</td>
<td>Project Manager, Field Coordinator, 10 Debris Monitors</td>
</tr>
<tr>
<td>Columbus, Mississippi</td>
<td>2001</td>
<td>Tornado</td>
<td>March 2001 to June 2001</td>
<td>Debris Monitoring, Contractor Selection Assistance, Compilation of FEMA Documentation for Reimbursement</td>
<td>Project Manager, Field Coordinator, 10 Debris Monitors</td>
</tr>
<tr>
<td>Location</td>
<td>Event</td>
<td>Date of Service</td>
<td>Experience</td>
<td>Staff</td>
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</tbody>
</table>
| Southington, Connecticut                | 2011 Severe Winter Storm DR - 3342   | Nov. 2011 to Jan 2012 | • Debris Monitoring  
• Compilation of FEMA Documentation for Reimbursement  
• Tree Monitoring | • Project Manager  
• Operations Manager  
• Data Manager  
• Tower Monitor  
• 9 Debris Monitors  
• Data Entry Clerk | 62,651 cy Debris Trees: Trimmed - 2,957 |
| Granby, Connecticut                     | 2011 Severe Winter Storm DR - 3342   | Nov. 2011 to Dec. 2011 | • Debris Monitoring  
• Compilation of FEMA Documentation for Reimbursement  
• Tree Monitoring | • Project Manager  
• Operations Manager  
• Data Manager  
• 2 Tower Monitors  
• 9 Debris Monitors  
• Data Entry Clerk | 94,625 cy Debris Trees: 1,457 trimmed 133 removed |
| Brookfield, Connecticut                 | 2011 Severe Winter Storm DR - 3342   | Nov. 2011 to Dec. 2011 | • Debris Monitoring  
• Compilation of FEMA Documentation for Reimbursement  
• Tree Monitoring | • Project Manager  
• Operations Manager  
• Data Manager  
• Field Supervisor  
• 6 Debris Monitors  
• Data Entry Clerk | 55,870 cy Debris |
| Simsbury, Connecticut                   | 2011 Severe Winter Storm DR - 3342   | Nov. 2011 to Dec. 2011 | • Debris Monitoring  
• Compilation of FEMA Documentation for Reimbursement  
• Tree Monitoring | • Project Manager  
• Operations Manager  
• Data Manager  
• 2 Field Supervisors  
• 32 Debris Monitors  
• Data Entry Clerk | 335,505 cy Debris Trees 5,856 trimmed 240 removed |
| Paducah, Mayfield, McCracken County, Graves County, Kentucky | 2009 Severe Winter Storm and Flooding DR-1818 | Feb. 2009 to Aug. 2009 | • Debris Monitoring  
• Tree Monitoring  
• Compilation of FEMA Documentation for Reimbursement | • Project Manager  
• 12 Field Supervisors  
• 86 Debris Monitors  
• 35 Tree Monitors  
• 12 Tower Monitors  
• Data Manager  
• 2 Administrative Assistants | 1.15 Million cy trees: 75,266 trimmed 1,242 removed |
| Poplar Bluff, Missouri                  | 2009 Severe Winter Storm DR-1819     | Feb. 2009 to April 2009 | • Debris Monitoring  
• Tree Monitoring  
• Compilation of FEMA Documentation for Reimbursement | • Project Manager  
• Operations Manager  
• 19 Debris Monitors  
• 8 Tree Monitors  
• Field Supervisor  
• Data Manager  
• Administrative Assistant | 70,000 cy trees: 5,800 trimmed 650 removed |
### Flooding

<table>
<thead>
<tr>
<th>Location</th>
<th>Event</th>
<th>Date of Service</th>
<th>Experience</th>
<th>Staff</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lafayette Consolidated Government, Carencro</td>
<td>Flood Damage</td>
<td>Mar. 2012 to April 2012</td>
<td>Debris Monitoring</td>
<td>Project Manager, 2 Field Supervisor, 4 Debris Monitors</td>
<td>4,720 cy</td>
</tr>
<tr>
<td>Louisiana</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Man Made Disasters

**- Oil Spill -**

<table>
<thead>
<tr>
<th>Location</th>
<th>Event</th>
<th>Date of Service</th>
<th>Experience</th>
<th>Staff</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mississippi Beaches and Islands</td>
<td>2010 BP Deepwater Horizon Oil Spill</td>
<td>June 2010 to August 2012</td>
<td>Beach and Island Restoration Monitoring, Beach and Island Safety Monitoring</td>
<td>Project Manager, 4 Field Coordinators, 30 Inspectors</td>
<td>More than 50 Miles of Beach Restoration</td>
</tr>
</tbody>
</table>
Similar Projects

The debris management matrix shown on previous pages and the following project summaries demonstrate satisfactory performance and our ability to monitor the removal and disposal of storm-related debris from Rights-of-Ways (ROW) and Rights-of-Entry (ROE) in tornado, hurricane and storm damaged areas. Vegetative debris, dead standing trees, leaners/hangers, automobiles, marine vessels (i.e. boats, recreational vehicles), white goods and building materials (i.e. shingles, bricks/mortar, wood/siding, etc) are examples of debris commonly found during monitoring. In addition, our team is trained and equipped to handle special waste concerns including asbestos. To date, more than 14 million cubic yards (cy) of debris have been monitored by our team, as well as more than 12,000 ROEs.

Listed below is a summary of our services including references for several of our debris management projects.

Debris Monitoring Services
Hurricane Sandy
Ocean County, New Jersey

“The Borough of Beach Haven was fortunate to have True North retained to explain and guide us through a process that could be extremely costly to our taxpayers had we not followed your advice and counsel.”

Charles E. Maschal, Jr. - Mayor of Beach Haven, New Jersey

True North Emergency Management provided disaster debris management services to over 20 cities, counties and townships in New Jersey following Hurricane Sandy, which made landfall in October, 2012. Our monitoring in New Jersey included ROW debris removal, public property debris removal, hazardous tree work, private property work, and waterway debris. These projects included the monitoring of operation and closeout of 14 temporary debris storage and processing sites.

We worked as a sub-consultant to the Louis Berger Group to monitor the removal of over 1.2 million cubic yards of debris from Ocean County, including several towns within the county. The removal of ROW debris was completed in approximately 90 days, involving over 200 monitors. The project included C&D debris, vegetative debris, white goods, HHW, and deposited sand removal. The project also included monitoring a large storm sewer cleaning effort to remove sand and sediment deposited by Hurricane Sandy. Hazardous hanging limbs were removed from over 35,000 trees.
Debris Monitoring Services
Flood and Ice Storms
City of Cedar Rapids, Iowa

In June 2008, Cedar Rapids was impacted by the most significant flood event in centuries. The 500 year flood plain was surpassed, flooding more than 4,000 homes and hundreds of businesses. Most of the impacted structures were submerged in more than eight feet of water when the Cedar River overflowed its levees.

A disaster of this magnitude, duration, and intensity posed unique debris management challenges including Construction and Demolition (C & D) materials, demolition of flood-impacted structures, metals, white goods, Household Hazardous Waste (HHW), Regulated Asbestos Containing Materials (RACM), mold and other airborne and surface contaminants. Neel-Schaffer addressed these concerns as well as the reality and sensitivities of addressing the needs of disaster victims who had lost everything in a professional and responsive management effort.

Neel-Schaffer understands completely the emotions of responding to and making decisions for a rapid recovery in an effort to restore communities to pre-storm existence. It is this experience in providing a compassionate field staff and management personnel to provide the support and training necessary to achieve a well-organized recovery process that the city of Cedar Rapids needed in selecting Neel-Schaffer to monitor the debris removal operation for Phase I (emergency clearance) and Phase II (primary debris operations).

Neel-Schaffer is providing the resources to manage the recovery process and oversee the debris removal operation at the field level. This includes providing support staff for the monitoring of the contractor’s activities, processing of daily load tickets, data management and reporting, eligibility of debris according to FEMA guidelines, coordination with FEMA staff, and communication with the applicant.

Neel-Schaffer also assisted with the development of a Request for Proposal (RFP) for debris and demolition work, assisteded in the contractor evaluation and selection process, completed incident management and resolution documentation as needed, processed contractor pay requests, and provided final closeout of all project activities.

<table>
<thead>
<tr>
<th>Type of Debris</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>ROW Debris</td>
<td>33,046 tons</td>
</tr>
<tr>
<td>Demolition of Structures</td>
<td>25 properties</td>
</tr>
<tr>
<td>RACM Concrete Debris</td>
<td>844 tons</td>
</tr>
<tr>
<td>RACM Debris</td>
<td>1,410 tons</td>
</tr>
<tr>
<td>Marine Debris</td>
<td>110 tons</td>
</tr>
<tr>
<td>White Goods</td>
<td>1,817 units</td>
</tr>
<tr>
<td>Clean Concrete Debris</td>
<td>915 tons</td>
</tr>
<tr>
<td>Fill Dirt</td>
<td>3,087 cy</td>
</tr>
</tbody>
</table>
Debris Monitoring Services
Hurricane Katrina
Jackson County, Mississippi

“Perhaps because post-Katrina disaster recovery represents the most massive clean-up in America’s history, maintaining an orderly clean-up process was a challenge. Once we enlisted the services of Neel-Schaffer, everything began to run much better.”

John McKay, Jackson County Supervisor

Neel-Schaffer entered into a contract as the Primary contractor with Jackson County to monitor the removal and disposal of over one million cubic yards of storm-related debris from the ROW and over 5,000 ROE’s in Jackson County. Our project included removal of debris from drainage ways as well as removal of cars, boats, and coordination of debris removal from commercial property.

Neel-Schaffer assisted the County in the administration of the contracts with the three independent contractors hired for debris removal. The general contractors subsequently employed multiple subcontractors to meet reimbursement guidelines established by the FEMA.

Our staff met with the County twice a week to provide updates on the debris removal program. The work commenced on January 2, 2006 and concluded on August 1, 2006. A total volume of over a million cubic yards of debris was collected at a cost of more than $24 million, including cars, boats and hazardous trees.
Debris Monitoring Services
Hurricane Katrina

City of Biloxi, Mississippi

“I felt contracting debris monitoring with Neel-Schaffer was in the best interest of the City...We got the work done quicker that way, and if we had trouble, we went to them...If we hadn’t had that flexibility, we would have gone around in circles.”

A. J. Holloway, Mayor of Biloxi

Neel-Schaffer entered into a contract as the Primary contractor with the City of Biloxi on September 11, 2005 to monitor the removal and disposal of storm-related debris from the public roads and streets in Biloxi. The level of devastation in Biloxi was unprecedented, and warranted an expansion of the scope by FEMA to include private residential property clearing, as well as selected commercial property debris clearing.

Neel-Schaffer assisted the City in the administration of the contracts with three independent contractors who were each assigned a defined geographic area within the City for debris removal. The general contractors subsequently employed multiple subcontractors to meet reimbursement guidelines established by FEMA.

Our staff met daily with the City and provided daily reports on the progress of the debris removal. A total volume of 3 million cubic yards of debris was removed and disposed at a cost of $60 million.

Debris Monitoring Services
Hurricane Frances and Jeanne

Vero Beach / Indian River County, FL

Within a three week period in September 2004 Hurricane Frances and Jeanne, respectively category 2 and 3 hurricanes on the Saffir-Simpson Scale, devastated Indian River County and other areas of Florida leaving a trail of destruction and mountains of debris. Neel-Schaffer was contracted by Indian River County to manage monitoring of the removal of more than 800,000 cubic yards at a cost of $13 million of storm-generated debris and was fully reimbursed through the FEMA Public Assistance program guidelines established by FEMA.
Beach Sand Cleaning and Marine Debris Removal: Hurricane Ike FEMA DR-1791

Texas General Land Office (Galveston, Harris, Chambers, and Brazoria Counties)

After successfully monitoring the removal of Hurricane Ike debris from municipalities along Galveston Bay, Neel-Schaffer was hired by the Texas General Land Office (Texas GLO) to monitor debris removal from state property. Neel-Schaffer monitored the cleaning of beaches affected by Hurricane Ike as well as the removal of marine debris from Galveston Bay, the Gulf of Mexico, and other waters along the upper Texas Coast. Neel-Schaffer monitored more than $10 million of debris removal and beach cleaning by two contractors.

Beach Cleaning: The first stage of this project consisted of removal of storm debris and cleaning of sand on more than 50 miles of beach on Galveston Island, Bolivar Peninsula, and the beaches of Brazoria County. Three primary methods were put into action to clean the affected beaches: The first included loading large debris items onto trucks. The second consisted of “raking” the sand using front end loaders with teeth to remove buried debris. Finally, the sand was loaded and hauled to a large screen, roughly the size of an 18 wheeler. The sand was then sifted to remove small debris, loaded onto trucks, replaced on the beach, and graded. Neel-Schaffer monitored, quantified, documented and graded more than 40,000 loads of sand, completing this cycle more than 250 times a day.

Additionally, Neel-Schaffer, the Texas GLO, and HNTB, the Program Manager, determined the most cost-effective methods for cleaning sections of the beaches. Additionally, Neel-Schaffer developed and implemented modifications to the standard five-part load ticketing system specifically for the Texas GLO beach cleaning project. To ensure adequate beach cleaning, efforts were monitored carefully to verify:

- complete debris removal
- quality of screening operations
- areas of sand screened
- quantities of sand replaced to grade
- depth of sand removed
- hauling, reduction, and disposal of debris
- security of stockpiles
- quantities of sand replaced to grade
- security of stockpiles

A total of 1.2 million cubic yards of sand was removed to a 12-inch depth, screened, replaced, and graded.

Marine Debris: As the beach cleaning process neared completion, the process of removing marine debris began.

The primary focus of this project consists of removing large submerged and semi-submerged debris (i.e. vessels, white goods, etc.) that posed a hazard to boats entering the waterways. Several thousand targets were identified over 350,000 acres of water in five major bays and the Gulf of Mexico. These target items were identified by side scan sonar and were reviewed by the state for historical significance. Neel-Schaffer placed monitors on boats to document the removal of approved items by description, photographs, and GPS coordinates during the removal/loading operation. Monitors issued load tickets and photographed vessels, cars, and debris at the marine extraction point, as material was transferred from boats to land based vehicles.

Efforts were made to reconcile vessels with owners prior to disposal. Neel-Schaffer completed load tickets with volumes and photographed debris loads at the Debris Management Sites (DMS) and for vessels received at the Vessel Management Sites (VMS).
Debris Monitoring Services
Hurricane Ike
City of La Porte, Texas

Neel-Schaffer was selected for a pre-position monitoring contract by the City of La Porte, Texas several months prior to Hurricane Ike in 2008. This allowed our team to be in place prior to landfall and to begin management and monitoring activities immediately after the storm. We provided assistance in mobilizing the debris removal contractor, certifying haul vehicles, and working with FEMA and GDEM in developing Project Worksheets. Neel-Schaffer monitored the removal of vegetative debris, C & D debris, hazardous hanging limbs, and leaning trees.

Neel-Schaffer monitored the entire debris removal process including origination of load tickets, completion of load tickets at the debris management site (DMS), hauling/disposal of reduced debris, and data management for the entire project. We also managed the debris removal process for three neighboring communities; Shoreacres, Morgan’s Point, and Taylor Lake Village. This included debris removal, tree work, and management of white goods. The four projects involved removal of more than 400,000 cubic yards of debris and work on more than 3,000 trees.
Debris Monitoring Services
April 27, 2011 Tornadoes
City of Chattanooga, Tennessee

The City of Chattanooga, Tennessee, selected True North Emergency Management as the Primary contractor to management and monitor the debris removal and disposal as a result of the Tornadoes on April 27, 2011. The City selected Byrd Brothers as their debris hauling contractor. The True North team managed several sub contractors working under the Contractor, Byrd Brothers. True North properly certified all equipment involved with the debris cleanup operation. True North coordinated the Contractor erect inspection towers at each debris management site (DMS) and the landfill.

The City of Chattanooga had used force account labor to remove and haul to vegetative debris to 2 of the 3 DMSs used during the project. Although the City had approximate volumes based on truck counts and manufacturer struck volumes, it was necessary to develop an estimate of the stockpiled debris for further management and reduction by the Contractor for subsequent payment. The City requested True North develop an estimate of the 2 stockpiles. True North coordinated this effort with representatives from FEMA, the City, and the contractors.

Following the truck and equipment certification process, in accordance with the City’s Solid Waste Route Zones, systematically, eligible vegetative debris was removed from public right-of-ways (ROW) and hauled to the DMS allocated to the zone. This zone-by-zone approach ensured that the True North team effectively managed and monitored the Contractor during the removal and hauling of eligible vegetative debris. Since most of the storm eligible debris was vegetative in nature, construction and demolition debris was removed and hauled directly to the local landfill utilizing force account labor and equipment. Following vegetative debris reduction by the Contractor via tub grinders, all mulched debris was loaded and hauled to the local landfill while being properly monitored and documented at the loading and unloading points.

During the course of the storm debris clean up approximately 2,700 hazardous hangers, 58 hazardous trees, 40 hazardous stumps, and over 135,000 cubic yards of eligible ROW vegetative debris was removed, reduced, and disposed properly. The True North team monitored and documented the debris stream from its origination, the ROW, to final disposal, this ensured maximum FEMA reimbursement to the City of Chattanooga.
Debris Monitoring Services  
Hurricane Gustav  
Lafayette Consolidated Government  
Lafayette, Louisiana

Hurricane Gustav entered the Gulf of Mexico and began to impact Texas, Louisiana and Mississippi with torrential rain and wind storms on August 30, 2008.

Neel-Schaffer had been selected as Primary contractor by the Lafayette Consolidated Government (LCG) to provide Debris Monitoring in September 2006. This pre-position contract allowed for the LCG officials to take a pro-active approach for preparing their staff, City, and citizens for future disasters. Neel-Schaffer met with LCG officials following the award of the contract to discuss pre-planning operation procedures. This effort paid off when Hurricane Gustav (DR-1786) made landfall in the state of Louisiana on September 1, 2008.

Our debris response team was deployed to Lafayette prior to landfall in an effort to expedite debris recovery services. The storm passed through the Lafayette area on September 2, 2008 and work quickly began for initiating the 70-hour push contract to clear primary roads which concluded on September 5, 2008. This initiative allowed for City and emergency crews to begin a preliminary damage assessment of the city and report this vital information to the Governor’s Office of Homeland Security and Emergency Preparedness (GOHSEP) in order to substantiate the need for a presidential major disaster declaration.

The next phase of the recovery process began September 6, 2008 for Neel-Schaffer to monitor the debris removal process performed by DRC Emergency Services, LLC throughout the City of Lafayette. In three months, Neel-Schaffer monitored the removal of more than 276,000 cubic yards (cy) of vegetative debris and trimmed 15,235 trees that were damaged from the storm. The City elected to recycle the vegetative debris into 72,000 cy of mulch that will be used for various landscaping projects throughout the City.

Neel-Schaffer also provided the LCG with a Debris Management Plan that was approved by FEMA and as a result provided the City with an additional 5% of federal funding. This effort saved the City an estimated $250,000.
Capability and Commitment

Following the notice to proceed from Islamorada, Village of Islands, our team will be deployed to help assess the volume of debris and needed response to meet the contractor’s mobilization effort. The size of our firm (more than 400 full time employees) allows us the ability to draw resources from many offices to meet the immediate needs of the community. These employees are returned to their home offices as local employees can be hired to fill the majority of the hourly monitoring positions. Using local monitors is key to the success of our debris removal program, and consistent with the goals of the Stafford Act to help the local economy recover.

Our team mobilized more than 250 temporary employees to meet the needs from Hurricane Sandy in 2012 and 2013 in the northeast. True North / Neel-Schaffer also mobilized hundreds of monitors following Hurricane Katrina (MS) in 2005/2006 and Hurricane Ike (TX) in 2008/2009. We provided monitoring of thousands of workers during clean-up of the BP oil spill in 2010 and 2011. These are just of few of the projects where we have provided monitoring services over the past 10 years. We had more than enough supervisory staff to oversee the debris monitoring services. Our ability to mobilize, train and supervise hundreds of people in an organized and timely manner is key to our past success at debris removal monitoring and the corresponding recovery of the community.

The True North team’s success in managing disaster debris removal, in particular Hurricanes Irene, Ike, Rita and Katrina is a testament to our ability to work effectively in complex situations. We have a highly trained group of professionals who can complete the job in a cost effective manner. Our company values are based on quick response, local hiring, client service, ethical practices, full reimbursement and sensitivity to the environment. Our staff places the utmost importance on accounting procedures and implementing accurate and comprehensive reporting. The True North team’s objective is to achieve full reimbursement for all eligible disaster recovery costs from appropriate federal and state agencies. We currently have five active field projects involving approximately 40 personnel. This represents less than 10 percent of our capacity both in monitors and management personnel. These projects include flooded structure demolition monitoring in Cedar Rapids, Iowa and the University of Iowa, debris monitoring and private property demolition monitoring in Ocean County and Toms River Township, New Jersey following Hurricane Sandy as well as debris removal monitoring in Worthington, Minnesota following the Severe Winter Storm in April 2013.

Coordination of Services in Multiple Locations - True North will respond two to three days in advance of predicted disasters. We will respond within four (4) hours of notification of need following unpredicted disasters. We will utilize employees based in our Florida offices with support from our 30 other True North/Neel-Schaffer offices followed by local hiring and training of local monitors.

True North has handled debris monitoring for multiple government agencies numerous times. On three separate occasions, we have responded and provided services in ten to twenty communities simultaneously. This occurred following Hurricane Katrina in 2005, Hurricane Ike in 2008, and Hurricane Sandy in 2012. Following Hurricane Katrina, we responded to over ten communities. This response included the City of Biloxi where we successfully monitored the removal of approximately 3,000,000 cubic yards of debris, debris from 5,000 Right-of-Entry properties and 10,000 trees. In 2009, True North monitored debris removal simultaneously in over ten communities in five different states across three separate FEMA regions.

NEEL-SCHAFER
Solutions you can build upon

TRUE NORTH
Emergency Management
True North will mobilize experienced Management and Supervisory Monitor personnel prior to a predicted disaster. We will respond within 4 hours of unpredicted disasters. Initially True North will establish communications with Islamorada, Village of Islands officials and the pre-event debris removal contractor(s) to begin coordination and response planning.

True North will immediately beginning estimating the response needed and mobilizing additional resources. At this stage, we will begin the local hiring and training process. We have a detailed debris monitor Training Program, including debris types, PA process, ROW, monitoring, documentation, electronic ticketing, and safety.

True North will mobilize permanent employees from multiple Florida offices to begin the project. Many of these initial response employees will return to their pre-disaster jobs as local monitors are hired and trained. We will meet with the Village and the contractor to develop disaster specific response plans, begin certifying haul vehicles, and mobilize the North Track electronic ticketing system.

A sample response schedule is shown below:

- Debris Management and Emergency Response Planning: 30 days after selection,
- Pre-Disaster Response: 2-5 experienced personnel 2 to 10 days prior to disaster,
- Damage Assessments: additional experienced personnel within 24 hours,
- Mobilizing Debris Contractors: supervisory personnel within 12 hours,
- TDMS Preparation Assistance: 2 experienced personnel within 24 hours,
- Loading/Hauling Vehicle Certifications: up to 10 personnel within 3 days,
- Debris Monitors: over 100 monitors within 3 days as needed,
- FEMA Meetings: 2 supervisory personnel available prior to disaster,
- Monitoring Operations: trained personnel, up to hundreds after major hurricane,
- Project Closeout: within 30 days following completion of debris removal operations.
Section 5
Organizational Chart and Key Personnel:
Organizational Chart

Islamorada, Village of Islands

Data Manager/IT Specialist
Bryan Milling
Angel Sanchez, PE
Load Ticket Data Entry Clerks

Officer-In-Charge
Nelson Lucius, PE

Project Manager - Planning, Training and Financial Recovery
Shane Stovall, CEM

Solid Waste and DMS Management
Ron Beladi, PE
Traffic
Frank Watanabe, PE, TE

Project Manager - Debris and Recovery
Mike Calavan
Derrick Tucker, PE
Kingsley McCallum

QA/QC Manager
Stan Keely, PE

Operations Managers - Debris and Recovery
Tommy Strickland, PE
Travis McCoy

Collection Field Supervisors
Tom Gardner
Cindie Nettles
Ron Moxness
Collection Monitors

Debris Site Field Supervisors
Rick Nunn
David Galvan
Disposal Site Monitors

Truck Certification Field Supervisors
Larry Fears
H. Lynn Hilburn, PE
Summary of Key Personnel

Key Personnel for Debris Monitoring Services

True North has over ten Project Managers with experience managing major debris monitoring projects along with numerous experienced Field Supervisors and Data Managers. We are organized to respond quickly with an adequate supervisory and management team to commence truck certification and monitoring operations. We begin operations with existing staff, while advertising, hiring, and training local monitors. The True North team has not contracted and will not enter into pre-event contracts that exceed our ability to respond. We will assign an experienced Project Manager to every project that is activated. In the event where several projects are activated in a certain region, we would also have an area manager coordinating resources between multiple projects. Listed below is a summary of our key personnel who will be providing staff management for the proposed project.

- **Nelson Lucius, PE, Officer-In-Charge** - Mr. Lucius joined Neel-Schaffer in 1990 and has 30 years experience in emergency management and civil engineering. He is a Senior Vice President of Neel-Schaffer and Manager of True North Emergency Management. Mr. Lucius has extensive experience in managing and monitoring debris removal related to all types of disasters including hurricanes, ice storms and floods. He has participated in several debris monitoring projects for public entities over the past eight years, that included over 1 million cubic yards of debris each. Mr. Lucius has experience working with Federal, State and Local government emergency agencies and reimbursement programs. He also has experience with solid and hazardous waste management programs, policies and procedures. Mr. Lucius has participated in special disaster recovery program management services including private property/right-of-entry (ROE) work, waterways clean-up and reimbursement, leaning tree and hanging limb removal, hazardous material removal, vessel and vehicle recovery, asbestos abatement, data management, hauler invoice reconciliation and contracting, and FEMA appeals assistance.

  Mr. Lucius also has project management and design experience on several debris site, roadway, utility and landfill projects including planning, conceptual design, site development, final design and permitting. Mr. Lucius has been responsible for project management during the planning, design, bidding and construction phases of projects.

- **Derrick Tucker, PE, Project Manager** - Mr. Tucker has managed debris operations for Neel-Schaffer following Hurricanes Ike and Katrina. He was Project Manager for debris removal following Hurricane Ike for four cities including, La Porte, as well as 50 miles of sand cleaning at Galveston, Brazoria and Boliver. Mr. Tucker was also responsible for 350,000 acres of marine debris and sunken vessel removal from the Gulf of Mexico, Galveston Bay and four other bays.

  Mr. Tucker joined Neel-Schaffer in 2002. He has more than 16 years experience in debris management, and civil and environmental engineering. He has managed debris operations and all aspects of water and sewer improvement projects; including conceptual development, grant and loan funding procurement, environmental clearance, production of construction plans and specifications, rights-of-way/easement acquisition, and construction engineering and administration.
• Shane Stovall, CEM, Project Manager - Planning, Training and Financial Recovery
  - Mr. Stovall is a Certified Emergency Manager with over 17 years of experience in Emergency Management. Before joining True North Emergency Management, Mr. Stovall was the Director of Emergency Management for the City of Plano, Texas. His previous career experience also includes Project Manager, Emergency Preparedness for General Physics Corporation and Emergency Coordinator, Plans and Operations Supervisor, and Emergency Planner for Charlotte County, Florida.

• Bryan Milling, Data Manager / IT Specialist - Mr. Milling joined Neel-Schaffer / True North Emergency Management in 2005 managing debris removal data entry and processing following Hurricane Katrina. For the past several years, Mr. Milling has served as Data Manager and IT Manager for our debris monitoring projects. This has included numerous hurricane, tornado, oil spill, winter storm, and flood projects. Mr. Milling has data experience on all types of monitoring including ROW, ROE, tree work, beach restoration, marine debris, demolition, condemnation, asbestos, white goods, HHW, and abandoned car and boat removal. He has been involved with the start up and closeout of more than 35 debris removal projects and maintains a comprehensive database of all projects and personnel. Mr. Milling also led the development of our electronic ticketing system. Mr. Milling has experience working with Federal, State and Local government emergency agencies and reimbursement programs. He also has experience with solid and hazardous waste management programs, policies, and procedures. Mr. Milling has participated in special disaster recovery program management services including private property/right-of-entry (ROE) work, waterways clean-up and reimbursement, leaning tree and hanging limb removal, hazardous material removal, vessel and vehicle recovery, asbestos abatement, data management, and hauler invoice reconciliation and contracting, and FEMA appeals assistance.

Mr. Milling began his disaster work as part of the Army Corps of Engineers Blue Roof team following Hurricane Katrina. Since joining Neel-Schaffer, he has provided services as a Rights-of-Entry (ROE) Inspector, Field Monitor, Tower Monitor, Field Supervisor and Data Manager.

• Stan Keely, PE, BCEE, QA/QC Manager - Mr. Keely has over 32 years of environmental engineering experience in all facets of solid waste, water and wastewater and utility system management. He is a recognized as a national expert on environmental rules and legislation having served on FDEP and USEPA committees that advise legislative and regulatory leaders on the technical aspects of environmental issues. Mr. Keely is uniquely qualified to assist public and private sector clients with his extensive background in major utility system management and planning as well as successful environmental permitting for complex projects. Mr. Keely was Deputy Director of Orange County Utilities from 1987 to 1995 managing the CIP program. Mr. Keely serves as Vice President/Florida Office Manager and has been employed by Neel-Schaffer since 1995.

• Mike Calavan, Project Manager - Mr. Calavan joined Neel-Schaffer with experience in management of multipurpose projects involving supervision of employees, preparation of plans and coordinating with a variety of agencies at all levels of government. Mr. Calavan’s experience includes management of debris projects consisting of hiring and supervision of employees, preparation of reports of progress and cumulative costs and working with
FEMA representatives to insure all work was performed correctly and in compliance.

Recently, Mr. Calavan served as Project Manager for the removal of more than 1 million cubic yards of ROW debris from the cities of Paducah and Mayfield and the counties of McCracken and Graves following the 2009 winter ice storm in Kentucky. Mr. Calavan managed multiple winter storm debris monitoring projects for cities and counties in Oklahoma in 2010.

- **Tommy Strickland, PE, Operations Manager** - Mr. Strickland joined Neel-Schaffer in 2005 as a Debris Monitor and Field Supervisor. Mr. Strickland served as a project manager during the beach clean up following the Deepwater Horizon Oil Spill. Mr. Strickland has debris removal experience following Hurricanes Ike and Katrina as well as the 2009 winter ice storm in Kentucky. As an Inspector, he has worked on several roadway and sewer projects. His project experience reflects his work with Neel-Schaffer as well as the construction experience he has had over the years.

- **Travis McCoy, Operations Manager** - Mr. McCoy began his career with Neel-Schaffer in 2001 as a project inspector. Throughout the last eight years, he has been instrumental in applying his inspector training to other fields of business that Neel-Schaffer provides to its clients; such as disaster debris monitoring services. In the field of debris management, Mr. McCoy served as an Operations Manager on several projects including the City of Taylor Lake Village following Hurricane Ike and Greene County, AR following the 2009 winter ice storm.

- **Angel Sanchez, PE, Data Manager** - Mr. Sanchez has over six years of civil engineering design experience. His design experience includes roadway, traffic signalization, pavement striping, drainage, sanitary sewer and water line improvement projects. His experience includes design and preparation of construction plans, construction documents and cost estimates using the latest tools and software available. His work experience includes working for both private and municipal clients. Mr. Sanchez has served as a field monitor and supervisor overseeing debris, hazardous tree, hazardous limb and hazardous stump removals from the right of way and within public parks. He now serves as a Data Manager overseeing Right of Way, Right of Entry, Storm Sewer Cleaning, and Marine Debris operations for Hurricane Sandy related work.

- **Frank Watanabe, Traffic** - Mr. Watanabe has over 23 years of professional experience in the planning, design and implementation of local transportation services and traffic engineering projects. He has worked for and been the City traffic engineer for numerous cities in California, such as the City of Pasadena, Concord, Huntington Beach, Oceanside, Irvine and Calabasas and now in Florida for Howey-in-the- Hills and West Melbourne. Mr. Watanabe has extensive experience in the roadway development, design and implementation of streets and highways. He has worked on numerous streets and highway design projects, including arterial roadway widening, freeway interchanges and roadway alignment studies. He has extensive expertise in transportation planning, roadway capacity analysis, parking and pedestrians studies. In addition, his specialty is public speaking and dealing with community based neighborhood traffic calming. Mr. Watanabe’s traffic engineering experience includes the traffic operations, street geometrics, signing and striping, lighting, and signal timing using (Synchro). He has timed and implemented of over 250 traffic signals for cities in Northern and Southern California.
Operations Manager for the 2010 severe winter ice storms in Oklahoma. He recently served as Project Manager for several debris removal monitoring projects following severe winter storms in Connecticut and as a Safety/ Project manager for operations in the cleanup of the Deepwater Horizon Oil Spill.

- **Ron Moxness, Field Supervisor** - Mr. Moxness joined Neel-Schaffer in 2009 working as Field Supervisor and Field Operations Manager. He recently was Operations Manager for a vegetative debris removal project following severe winter storms in Connecticut. Mr Moxness has participated in debris monitoring projects following various types of disaster events including hurricane, flooding, severe winter storms, tornadoes and severe thunder storms. His project experience also includes monitoring of sand screening and marine debris removal monitoring using Side-scan Sonar.

- **Rick Nunn, Field Supervisor** - Rick Nunn began work for Neel-Schaffer, Inc. in February 2009 as a Debris Collection Monitor in Paragould, AR. Since then Mr. Nunn has served as Field Supervisor, Operations Manager and Safety Lead on numerous projects from Arkansas to Connecticut.
K. Nelson Lucius, PE

Professional History

Mr. Lucius joined Neel-Schaffer in 1990 and has 30 years experience in emergency management and civil engineering. He is a Senior Vice President of Neel-Schaffer and Manager of True North Emergency Management. Mr. Lucius has extensive experience in managing and monitoring debris removal related to all types of disasters including hurricanes, ice storms and floods. He has participated in several debris monitoring projects for public entities over the past eight years, that included over 1 million cubic yards of debris each. Mr. Lucius has experience working with Federal, State and Local government emergency agencies and reimbursement programs. He also has experience with solid and hazardous waste management programs, policies and procedures. Mr. Lucius has participated in special disaster recovery program management services including private property/right-of-entry (ROE) work, waterways clean-up and reimbursement, leaning tree and hanging limb removal, hazardous material removal, vessel and vehicle recovery, asbestos abatement, data management, hauler invoice reconciliation and contracting, and FEMA appeals assistance.

Mr. Lucius also has project management and design experience on several debris site, roadway, utility and landfill projects including planning, conceptual design, site development, final design and permitting. Mr. Lucius has been responsible for project management during the planning, design, bidding and construction phases of projects.

Related Experience

- **On site Officer-in-Charge - Debris Removal Monitoring - Ocean County, New Jersey** - Mr. Lucius was on site Officer-in-Charge for several debris monitoring projects following Hurricane Sandy in New Jersey in 2012 and 2013. Clients included the State of New Jersey, Ocean County and numerous Townships and Boroughs. Most of these projects were handled as a sub-consultant to the Louis Berger Group. The Ocean County project included monitoring the removal of over 1.3 million cubic yards of debris. Work included removal of C&D debris, vegetative debris, hazardous trees, white goods, HHW, etc. Our team was selected for the Southern Section of waterway debris monitoring by the New Jersey Department of Environmental Protection. This region included 4 zones and over 115,000 acres of bays, rivers, lagoons, and portions of the Atlantic Ocean.

- **Principal In Charge – Marine Debris Removal – Texas General Land Office** – This project consisted of monitoring the removal of marine debris caused by Hurricane Ike in 2008. The project included removal of debris from the Gulf of Mexico, Galveston Bay and four other bays along the upper Texas Coast.

- **Principal In Charge – Hurricane Ike Beach Cleaning - Texas General Land Office** – Responsible for monitoring the cleaning of approximately 80 miles of beaches following Hurricane Ike. The project included cleaning beaches for the State of Texas involving more than 1 million cubic yards of beach sand on Galveston Island, Boliver Peninsula and Brazoria County, Texas.

- **Senior Vice President-in-Charge – Management of Debris Removal Caused by Hurricane Katrina, Jackson County, MS** – Duties included the management and organizational structure of projects. Typical duties included personnel management, weekly updates of the project to the client, coordination with FEMA/MEMA field personnel and contractor coordination.

- **Principal In Charge – Debris Removal Monitoring – City of Hoover, AL** – City of Hoover was hit by a massive tornado in 2011 which left thousands of cubic yards of debris in public rights of way throughout the City. The project included removal of debris, hazardous hanging limbs and leaning trees.
K. Nelson Lucius, PE (page 2)

- **Principal In Charge – Debris Removal and Structure Demolition Monitoring – Cedar Rapids, Iowa** – Cedar Rapids was devastated by a catastrophic flood of the Cedar River in June 2008 which left thousands of homes and buildings destroyed. The project included monitoring the removal of debris, asbestos abatement, and demolition of destroyed residential, commercial and institutional structures. This large project lasted from June 2008 through 2012.

- **Principal In Charge – Oil Debris Removal Safety and Monitoring – Deepwater Horizon Oil Spill, Gulf of Mexico** – The Gulf of Mexico beaches and island were severely impacted by the Deepwater Horizon Oil Spill. This project included monitoring and safety oversight of the removal of oil and debris from affected Mississippi beaches and barrier islands. True North performed services on this project as a subconsultant to USES for over two years in 2010 through 2012.

- **Principal In Charge – Financial Recovery and FEMA Appeals Assistance – Kentucky Transportation Cabinet (KYTC)** – Kentucky was devastated by a record winter storm in 2009 which left millions of cubic yards of debris in public rights-of-way throughout the Commonwealth. While we did not provide monitoring of the debris removal process, the KYTC mobilized True North after the event to assist in project documentation and federal reimbursement assistance. True North assisted in getting approximately $30 million in reimbursements restored. This was in response to 40% of project costs being deducted on the initial FEMA Project Worksheets (PWs) due to documentation concerns. The project included providing project data to FEMA to support reimbursement, addressing FEMA questions related to the debris removal/documentation, and development of appeal documents to restore reimbursement of eligible debris removal costs.

- **Project Manager – Removal of abandoned cars and boats caused by Hurricane Katrina, Jackson County, MS** – Developed proposal and contract documents for removal of 300 abandoned vehicles and items damaged by Hurricane Katrina. This project also included monitoring the removal and hauling of vehicles as well as verification of quantities and contractor pay requests.

- **Principal In Charge – Kentucky Ice Storm Debris Removal** – The project consisted of monitoring the removal of debris resulting from the ice storm in 2009. Elements of the project included removal of debris, hazardous hanging limbs and leaning trees from McCracken and Graves Counties and the Cities of Paducah and Mayfield, Kentucky. The project involved the removal of more than 1 million cubic yards of debris.

- **Principal In Charge – Debris Removal Monitoring – Greene County, AR** – Greene County was devastated by an ice storm in 2009 which left hundreds of thousands of cubic yards of debris in public rights of way throughout Greene County and the City of Paragould, AR. The project included removal of debris, hazardous hanging limbs and leaning trees.
Shane Stovall, CEM

Professional History

Shane Stovall is a Certified Emergency Manager with over 16 years of experience in Emergency Management. Before joining True North Emergency Management, Mr. Stovall was the Director of Emergency Management for the City of Plano, Texas. His previous career experience also includes Project Manager, Emergency Preparedness for General Physics Corporation and Emergency Coordinator, Plans and Operations Supervisor, and Emergency Planner for Charlotte County, Florida.

Related Experience

Project Officer, Public Assistance - Ocean County, New Jersey - Coordinated all Category A (debris) estimates and assisted with development of the overall Project Worksheet for all debris. This included all vegetative, construction and demolition, storm drain cleaning, sand removal in the Right of Way (ROW) of the County and 17 separate municipalities in the County. Additional Public Assistance work currently being undertaken.

Project Manager – Financial Recovery and FEMA Appeals Assistance – Kentucky Transportation Cabinet (KYTC) – Kentucky was devastated by a record winter storm in 2009 which left millions of cubic yards of debris in public rights-of-way throughout the Commonwealth. While we did not provide monitoring of the debris removal process, the KYTC mobilized True North after the event to assist in project documentation and federal reimbursement assistance. True North assisted in getting approximately $30 million in reimbursements restored. This was in response to 40% of project costs being deducted on the initial FEMA Project Worksheets (PWs) due to documentation concerns. The project included providing project data to FEMA to support reimbursement, addressing FEMA questions related to the debris removal/documentation, and development of appeal documents to restore reimbursement of eligible debris removal costs.

Director, Emergency Management, City of Plano, Texas

- Supervised staff of four in developing and implementing City comprehensive all-hazards emergency and disaster management program.
- Served as coordinator for the City-wide efforts in compliance with the National Incident Management System (NIMS)
- Guided and developed City policies related to Emergency Management
- Developed and delivered emergency management training and exercise program

Project Manager, Homeland Security and Emergency Management Business Unit, General Physics Corporation

- Coordinated, developed, and maintained County Weapons of Mass Destruction response and recovery guidelines
- Managed the Planning Team for the Homeland Security and Emergency Management Business Unit. The Planning Team works with client projects that involve the development and updating of Continuity of Operations Plans (COOP), Comprehensive Emergency Management Plans (CEMP), Terrorism Annexes, Local Mitigation Strategies (LMS), and Standard Operating Procedures (SOP). The primary focus during my tenure involved planning projects associated with the Tampa Bay Urban Area Security Initiative to include regional assessments, regional plan development, and regional database development.
- Developed National Incident Management System (NIMS) Crosswalk for ensuring Emergency Plan compliance with Homeland Security directives and regulations;
- Coordinated multi-disciplinary team projects to include Scope of Work development, budgeting, and staffing
Emergency Coordinator, Plans and Operations Supervisor, and Emergency Planner, Charlotte County, Florida

- Coordinated, developed, and maintained County Weapons of Mass Destruction response and recovery guidelines
- Reviewed, maintained, and created County emergency plans and Standard Operating Procedures, such as:
  - Charlotte County Comprehensive Emergency Management Plan
  - Charlotte County / City of Punta Gorda Local Mitigation Strategy
  - Charlotte County Debris Management Standard Operating Procedures;
  - Charlotte County Standard Operating Procedures for Disaster Recovery Centers
  - Charlotte County Impact Assessment and Damage Assessment Standard Operating Procedures.
Derrick P. Tucker, PE

Professional History

Derrick Tucker joined Neel-Schaffer in 2002 and has more than 16 years experience in civil and environmental engineering. He has managed debris operations and all aspects of water and sewer improvement projects including: conceptual development, grant and loan funding procurement, environmental clearance, production of construction plans and specifications, right-of-way / easement acquisition; and construction engineering and administration. Mr. Tucker has managed debris operations for Neel-Schaffer following Hurricanes Ike and Katrina. He was Project Manager for debris removal following Hurricane Ike for the City of La Porte as well as sand cleaning at Galveston and Boliver. He was also responsible for marine debris removal from the Gulf of Mexico, Galveston Bay and four other bays. He has participated in several debris monitoring projects for public entities over the past eight years, that included over 1 million cubic yards of debris each.

Mr. Tucker has experience working with Federal, State and Local government emergency agencies and reimbursement programs. He also has experience with solid and hazardous waste management programs, policies, and procedures. Mr. Tucker has participated in special disaster recovery program management services including private property/right-of-entry (ROE) work, waterways clean-up and reimbursement, leaning tree and hanging limb removal, hazardous material removal, vessel and vehicle recovery, asbestos abatement, data management, and hauler invoice reconciliation and contracting, and FEMA appeals assistance.

His experience also includes design and construction phase engineering of several urban drainage improvement projects and several site improvement projects involving utilities (water, sewer, electrical), parking, drainage and facilities access. Mr. Tucker’s varying experiences provides him with the ability to plan, design, and administer complex urban projects.

Related Experience

- **Project Manager - Debris Removal Monitoring - Ocean County, NJ** - Mr. Tucker served as Project Manager for several projects following Hurricane Sandy. Projects included waterway debris monitoring for the New Jersey DEP, ROW debris monitoring and storm drain cleaning for Ocean County, and private property debris removal for Toms River, New Jersey. Responsibilities included monitoring the removal of C&D debris, vegetative debris, hazardous trees, white goods, HHW, etc. Our team was selected for the Southern Section of waterway debris monitoring by the New Jersey Department of Environmental Protection. This region included 4 zones and over 115,000 acres of bays, rivers, lagoons, and portions of the Atlantic Ocean.

- **Project Manager - Marine Debris Removal – Texas General Land Office** – This project consists of monitoring the removal of marine debris caused by Hurricane Ike in 2008. The project included removal of debris from the Gulf of Mexico, Galveston Bay and four other bays along the upper Texas Coast.

- **Project Manager - Hurricane Ike Beach Cleaning - Texas General Land Office** – Responsible for monitoring the cleaning of approximately 80 miles of beaches following Hurricane Ike. The project included cleaning beaches for the State of Texas involving more than 1 million cubic yards of beach sand on Galveston Island, Boliver Peninsula and Brazoria County, Texas.

- **Project Manager - Hurricane Ike Debris Removal – City of La Porte, TX** – Responsible for monitoring the removal of debris generated by Hurricane Ike. The project of monitoring debris removal from rights-of-way, reduction and hauling of reduced debris. Also included in the project was the removal of hazardous hanging limbs and leaning trees.
Derrick P. Tucker, PE (page 2)

- Project Manager - Hurricane Irene Debris Removal – Tyrrell County and Town of Columbia, NC and Virginia DOT – Responsible for monitoring the removal of debris generated by Hurricane Irene. The project of monitoring debris removal from rights-of-way, reduction and hauling of reduced debris. Also included in the project was the removal of hazardous hanging limbs and leaning trees.

- Project Manager – Severe Winter Storm Debris Removal – City of Simsbury, City of Granby, City of Southington, City of Brookfield, CT – Responsible for monitoring the removal of debris generated by severe winter weather. The project of monitoring debris removal from rights-of-way, reduction and hauling of reduced debris. Also included in the project was the removal of hazardous hanging limbs and leaning trees.

- Project Manager – Severe Winter Storm Debris Removal – City of Marlow, City of Lawton, Comanche County, and Stephens County, OK – Responsible for monitoring the removal of debris generated by severe winter weather. The project of monitoring debris removal from rights-of-way, reduction and hauling of reduced debris. Also included in the project was the removal of hazardous hanging limbs and leaning trees.

- Project Manager – Severe Weather Debris Removal – Kentucky Transportation Cabinet – Responsible for monitoring the removal of debris generated by multiple tornados. The project of monitoring debris removal from rights-of-way, reduction and hauling of reduced debris. Also included in the project was the removal of hazardous hanging limbs and leaning trees.

- Project Manager – Severe Weather Debris Removal – City of Chattanooga, TN – Responsible for monitoring the removal of debris generated by multiple tornados. The project of monitoring debris removal from rights-of-way, reduction and hauling of reduced debris. Also included in the project was the removal of hazardous hanging limbs and leaning trees.

- Project Manager – Severe Flooding Demolition – City of Cedar Rapids, IA – Responsible for monitoring the abatement, demolition and site restoration of approximately 1200 residential and commercial structures condemned as a consequence of severe flooding in 2008.

- FEMA Technical Assistant Contractor – Hurricane Katrina and Rita - South Louisiana - Served from January 2006 through April 2006 as an Assistant Project Officer. Primary role was assisting local governments with debris removal operations as well as data collection and project worksheet documentation.

- Project Manager – Debris Removal from Public Rights-of-Way – City of McComb, City of Magnolia and the City of Pearl, MS – Developed the scope of work necessary for the proper procurement of a contractor for debris removal. Established FEMA approved unit prices. Coordinated temporary staging areas approved by MDEQ. Ensured contracts were executed between municipality and contractor. Enforced FEMA debris removal policy by monitors and contractor during the execution of the contracted scope of work. Maintained communication with FEMA Public Assistance Officers.
Michael Calavan

Professional History

Mr. Calavan has extensive debris management experience with both Neel-Schaffer and the U.S. Army Corp of Engineers. His experience includes Hurricanes Katrina and Rita as well as ice storm debris monitoring in Oklahoma and Kentucky. Mr. Calavan is experienced in management of multipurpose projects involving supervision of employees, preparation of plans and coordinating with a variety of agencies at all levels of government. He has performed structural, maintenance and safety inspections of Corps of Engineer facilities and written reports. Mr. Calavan also has performed the necessary duties from preparation to completion of many projects using contracts to perform tasks of all kinds including but not limited to: construction and repair of buildings, roadwork, janitorial, mowing and cleaning.

Related Experience

- **Project Manager - Debris Removal Monitoring - Ocean County, NJ** - Mr. Calavan was Project Manager for several projects following Hurricane Sandy. The Ocean County project included monitoring the removal of over 1.3 million cubic yards of debris. ROW debris monitoring work included removal of C&D debris, vegetative debris, hazardous trees, white goods, HHW, etc.

- **Project Manager - Tornado Debris Removal Monitoring - Counties of Martin, Magoffin, Menifee, Morgan, Johnson and Lawrence, Kentucky Transportation Cabinet** - Responsible for monitoring the removal of debris generated by multiple tornados. The project of monitoring debris removal from rights-of-way, reduction and hauling of reduced debris. Also included in the project was the removal of hazardous hanging limbs and leaning trees.

- **Project Manager - Tornado Debris Removal Monitoring - Cleveland and Bradley Counties, TN** - Responsible for monitoring the removal of debris generated by multiple tornados. The project of monitoring debris removal from rights-of-way, reduction and hauling of reduced debris. Also included in the project was the removal of hazardous hanging limbs and leaning trees.

- **Project Manager - Debris Removal Monitoring - Severe Winter Storms - Comanche County, OK** - Responsible for monitoring the removal of debris generated by severe winter weather. The project of monitoring debris removal from rights-of-way, reduction and hauling of reduced debris. Also included in the project was the removal of hazardous hanging limbs and leaning trees.

- **Projects Manager - Debris Removal Monitoring - Sever Winter Storms- Cities of Paducah and Mayfield and the counties of McCracken and Graves** - Responsibilities of the project included removal of debris, hazardous hanging limbs and leaning trees from McCracken and Graves Counties and the Cities of Paducah and Mayfield, Kentucky. The project involved the removal of more than 1 million cubic yards of debris.

- **Project Manager for Holloway-Updike-Bellen Engineering, Muskogee OK**: Supervised the team for quality assurance of debris removal after the January 2007 ice storm in Muskogee, Oklahoma. Hired and supervised employees to perform quality assurance inspections of the contractor. Prepared reports to inform the City of Muskogee of progress and cumulative costs. Worked with FEMA representatives to insure all work was performed correctly and in compliance. Insured that all necessary backup documentation was available to both the city and FEMA for reimbursement.


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**Education**

Oklahoma State University, Bachelor of Science Agricultural Engineering

**Certification**

FEMA Project Specialist
FEMA Public Assistance Cost Estimating Format

**Reference**

City of Mayfield
Arthur Byrn, Mayor
270. 247.1981
abyrn@cityofmayfield.org
Stanley J. Keely, PE, BCEE

Professional History

Mr. Keely has over 32 years of environmental engineering experience in all facets of solid waste, water and wastewater and utility system management. He is a recognized as a national expert on environmental rules and legislation having served on FDEP and USEPA committees that advise legislative and regulatory leaders on the technical aspects of environmental issues. Mr. Keely is uniquely qualified to assist public and private sector clients with his extensive background in major utility system management and planning as well as successful environmental permitting for complex projects. Mr. Keely was Deputy Director of Orange County Utilities from 1987 to 1995 managing the CIP program. Mr. Keely serves as Vice President/Florida Office Manager and has been employed by Neel-Schaffer since 1995.

Related Experience

Mr. Keely is responsible for oversight of Neel-Schaffer’s Florida’s technical resources, including supervision of project managers and engineers, and primary client support on major issues. Mr. Keely was directly responsible and/or served as Project Manager/Senior QA/QC Technical Advisor on numerous wide-ranging engineering projects. Examples of representative projects include the following:

- Principal-in-Charge for 2004 Hurricanes Frances and Jeanne (FEMA) Debris Removal Monitoring, Indian River County, Florida
- Wetlands Mitigation project, Brevard County, Florida
- Solid Waste CIP and Management Plan for Brevard County, Florida
- CDF Administration Operations Building, Brevard County, Florida
- Household hazardous waste collection and storage facilities, Orange and Volusia Counties
- Solid Waste Master Plan, Indian River County, Florida
- Solid Waste Master Plan, Glades County, Florida
- Lake County Astatula/Class I Leachate Management and Offsite Disposal Alternatives
- Leachate Pretreatment Alternative Process Analysis, Orange and Lake Counties
- Capacity Analysis for Porter Transfer Station, Orange County, Florida
- Solid Waste Master Plan for Orange County Solid Waste System
- Evaluation of Processing Solid Waste to co-fire in coal power plant, Orange County, Florida
- Landfill Development Plan and Conceptual Design of first cell for 2,500 acre acquisition site, Orange County

Education
M.S., Environmental Engineering, University of Iowa, Iowa City, Iowa, 1976
B.S., Civil Engineering, University of Iowa, Iowa City, Iowa, 1975

Registrations
Registered Professional Engineer in Florida #34070; Nebraska #E4871; Louisiana #33492; Mississippi #19772

Affiliations
Leadership Seminole Graduate
American Water Works Associations
Florida Engineering Society
National Society of Professional Engineers
Water Environment Federation
American Academy of Environmental Engineers
Bryan Milling

Professional History

Mr. Milling joined Neel-Schaffer / True North Emergency Management in 2005 managing debris removal data entry and processing following Hurricane Katrina. For the past several years, Mr. Milling has served as Data Manager and IT Manager for our debris monitoring projects. This has included numerous hurricane, tornado, oil spill, winter storm, and flood projects. Mr. Milling has data experience on all types of monitoring including ROW, ROE, tree work, beach restoration, marine debris, demolition, condemnation, asbestos, white goods, HHW, and abandoned car and boat removal. He has been involved with the start up and closeout of more than 35 debris removal projects and maintains a comprehensive database of all projects and personnel. Mr. Milling also led the development of our electronic ticketing system. Mr. Milling has experience working with Federal, State and Local government emergency agencies and reimbursement programs. He also has experience with solid and hazardous waste management programs, policies, and procedures. Mr. Milling has participated in special disaster recovery program management services including private property/right-of-entry (ROE) work, waterways clean-up and reimbursement, leaning tree and hanging limb removal, hazardous material removal, vessel and vehicle recovery, asbestos abatement, data management, and hauler invoice reconciliation and contracting, and FEMA appeals assistance.

Mr. Milling began his disaster work as part of the Army Corps of Engineers Blue Roof team following Hurricane Katrina. Since joining Neel-Schaffer, he has provided services as a Rights-of-Entry (ROE) Inspector, Field Monitor, Tower Monitor, Field Supervisor and Data Manager.

Related Experience

- **Data Manager / IT Specialist - Debris Removal Monitoring - Ocean County, NJ** - Mr. Milling was Data Manager for numerous debris monitoring projects in the northeast, following Superstorm Sandy. He was responsible for managing data for removal of numerous hazardous tree and debris streams. Data Management included validation of debris removal contractor invoices for payment approval.

- **Data Manager / IT Specialist - Debris Removal Monitoring - Severe Winter Storms - Southington, Simsbury, Granby and Brookfield, Connecticut** - Responsibilities included data management for four concurrent projects including the implementation of electronic ticketing technology.

- **Project Manager - Debris Removal Monitoring - Tornado Outbreak - Chattanooga, Tennessee** - Project responsibilities from start up to closeout included data and IT management as well as the hiring, training and supervision of field staff.

- **Data Manager – Hurricane Ike Debris Removal Monitoring – City of La Porte, TX** – Responsible for monitoring the removal of debris generated by Hurricane Ike. The project of monitoring debris removal from rights-of-way, reduction and hauling of reduced debris. Also included in the project was the removal of hazardous hanging limbs and leaning trees.

- **Data Manager – Hurricane Ike Beach Cleaning - Texas General Land Office** – Responsible for monitoring the cleaning of approximately 80 miles of beaches following Hurricane Ike. The project included cleaning beaches for the State of Texas involving more than 1 million cubic yards of beach sand on Galveston Island, Boliver Peninsula and Brazoria County, Texas.
Bryan Milling  (page 2)

- **Data Manager – Marine Debris Removal – Texas General Land Office** – This project consists of monitoring the removal of marine debris caused by Hurricane Ike in 2008. The project included removal of debris from the Gulf of Mexico, Galveston Bay and four other bays along the upper Texas Coast.

- **Data Manager – Ice Storm Debris Removal – McCracken and Graves Counties and the Cities of Paducah and Mayfield, Kentucky** - The project consists of monitoring the removal of debris resulting from the ice storm in 2009. Elements of the project included removal of debris, hazardous hanging limbs and leaning trees from McCracken and Graves Counties and the Cities of Paducah and Mayfield, Kentucky. The project involved the removal of more than 1 million cubic yards of debris.
Kingsley A. McCallum, III

Professional History

Mr. McCallum recently joined True North with over 15 years of experience in his field. His recent experience includes the supervision of debris removal monitoring following Hurricane Sandy in Ocean County, New Jersey. He is an accomplished senior-level professional with demonstrated expertise in the areas of estimating, finance, operations and staff management within the commercial and residential construction sectors. Mr. McCallum's experience includes: P&L Management, contract negotiation, finance planning/strategy, state and local policy compliance and vendor sourcing/negotiation. He has managed commercial and residential projects ranging in size from $90,000 to $6.5 million.

Related Experience

• **Operations Manager - Debris Removal Monitoring - Ocean County, New Jersey** - Mr. McCallum served as Operations Manager for several projects following Hurricane Sandy. Responsibilities included supervision of debris removal monitoring of over 1.3 million cubic yards of debris from more than 17 Townships and Boroughs in Ocean County. ROW debris monitoring work included removal of C&D debris, vegetative debris, hazardous trees, white goods, HHW, etc.

• **Operations Manager - Waterway Debris Removal Monitoring - New Jersey Department of Environmental Protection** - Responsibilities included supervision of marine debris removal monitoring of 4 zones and over 115,000 acres of bays, rivers, lagoons, and portions of the Atlantic Ocean.

• **Hurricane Sandy, New York & New Jersey** - Responsible for site inspections which included: ROE, PPDR, demo, foundation, interior, exterior, roof systems and Xactimate estimating for commercial and residential properties.

• **Hurricane Isaac, Louisiana & Mississippi** - Responsible for site inspections which included: ROE, PPDR, demo, foundation, interior, exterior, roof systems.

Licenses

• Haag Engineering Certified Roof Inspector
• Louisiana Residential Contractor
• South Carolina Residential Home Inspector
• Alabama Residential Home Inspector
• Alabama Adjuster
• Louisiana Commercial Contractor
• Alabama Electrical Contractor
M. Angel Sanchez, PE

Professional History

Mr. Sanchez has over six years of civil engineering design experience. His design experience includes roadway, traffic signalization, pavement striping, drainage, sanitary sewer and water line improvement projects. His experience includes design and preparation of construction plans, construction documents and cost estimates using the latest tools and software available. His work experience includes working for both private and municipal clients. Mr. Sanchez has served as a field monitor and supervisor overseeing debris, hazardous tree, hazardous limb and hazardous stump removals from the right of way and within public parks. He now serves as a Data Manager overseeing Right of Way, Right of Entry, Storm Sewer Cleaning, and Marine Debris operations for Hurricane Sandy related work.

Related Experience

- **Field Supervisor – Hurricane Sandy – Ocean County, New Jersey** – Responsible for training and overseeing monitors for the removal of debris and hazardous limb, tree, and stump removal. Prepared hazardous stump removal documentation for the FEMA pre-approval process. Other responsibilities include, data management for numerous debris monitoring projects in the northeast, as well as validation of debris removal contractor invoices for payment approval.

- **Data Manager – Hurricane Sandy – Ocean County, New Jersey** - Implementing quality control of data, reconciling contractor invoices, maintaining communication with clients, contractors and field supervisors.

- **Various Paving, Drainage and Utility Improvement** – Assisted and/or prepared construction plans and documents for over 30 projects including: roadway reconstruction, paving, drainage, water line and sewer line improvements for municipalities in North Central Texas, Southern Mississippi and Oklahoma.

- **Drainage Studies** – Assisted in the preparation of flood studies and proposed improvements to hazardous roadway crossings and repetitive loss structures in North Central Texas and Mississippi.

- **Wastewater Analysis** – Assisted in the preparation of studies that analyzed and proposed improvements for existing wastewater systems, lift stations and force mains in south Mississippi and north central Texas.

- **Varidian Sanitary Sewer Analysis, Arlington, TX** – Performed analysis, provided design calculations and preliminary design for a sanitary sewer trunk main serving a proposed 2,000 acre mixed use development near the intersection of I.H. 30 and Highway 360.

- **Various Water and Sewer Renewals, Arlington, TX** – Designed and prepared construction plans, documents, and cost estimates for 8,000 feet of water and 11,000 feet sanitary sewer renewals. Utility renewals were contained within several residential streets as well as major thoroughfares including Pioneer Parkway and Matlock Road.

- **Copeland Road Water Main, Arlington, TX** – Designed and prepared construction plans for 12 inch water main paralleling Copeland Road from Nolan Ryan to Ballpark Way. The project required intense coordination with ongoing construction of I.H. 30 improvements designing to accommodate future roadway conditions.

- **Sanitary Sewer Rehabilitation Contract 81, Fort Worth, TX** – Aided in the design and preparation of construction plans and documents for the replacement of approximately 9,350 feet of sanitary sewer lines by open cut, pipe bursting and horizontal directional drilling. The project also included approximately 600 LF of waterline replacement and a TxDOT permit.
Tom Gardner

Professional History

Tom Gardner joined Neel-Schaffer as a Debris Collection Monitor following Hurricane Ike in 2008. He advanced to Field Supervisor of sand screening and then became Operations Manager for marine debris monitoring for the Texas General Land Office. He served as project manager for four counties in Connecticut following severe winter storms. He has also experience as a Lead Safety Inspector during the beach clean up following the Deepwater Horizon Oil Spill. Mr. Gardner served as Operations Manager for the 2010 severe winter ice storms in Oklahoma. He recently served as Project Manager for several debris removal monitoring projects following severe winter storms in Connecticut and as a Safety/Project manager for operations in the cleanup of the Deepwater Horizon Oil Spill.

Related Experience

- **Project Manager - Debris Removal Monitoring - Severe Winter Storms - Southington, Simsbury, Granby and Brookfield, Connecticut** - These projects included the monitoring of debris following several severe winter storms in 2011. The project had to be expedited quickly due to additional incoming weather. Responsibilities included, supervising several monitoring crews that monitored tree removal of hazardous trees and hanging limbs as well as the monitoring of debris removal and haul out from four separate cities.

- **Safety / Project Manager - Health and Safety Monitoring - Deepwater Horizon Oil Spill** - Following the Deepwater Horizon Oil Spill Mr. Gardner worked closely with the BP Operations team on implementing safety practices during the cleanup of the beaches and surrounding area affected by the oil spill. This included mass training, site inspections as well as assistance in scheduling and staffing the project.

- **Project Manager - Debris Removal Monitoring - Tornado Outbreak - Chattanooga, Tennessee** - Tornado debris removal from the public Right Of Way. Responsible for monitoring debris removal, reduction and final disposal. Mr. Gardner also served as Contract Manager for the City assuring the debris hauler followed the scope of services within a timely manner to minimize cost to the City.

- **Project Manager - Debris Removal Monitoring - Severe Winter Storms - Stephens County, Oklahoma** - Monitored debris removal from County Right of Way. Responsibilities included, monitoring the removal of hazardous leaning and hanging tree limbs. Monitored the removal, hauling and reduction of vegetative debris.

- **Field Supervisor- Hurricane Ike Beach Cleaning - Texas General Land Office** - Responsibilities included the monitoring of debris removal from beaches along the Texas Coast following Hurricane Ike. The project included the screening of more than 1 million cubic yards of beach sand on Galveston Island, Boliver Peninsula and Brazoria County and cleaning of more than 50 miles of public beaches.

- **Operations Manager - Marine Debris Removal - Texas General Land Office** - Responsibilities included training and supervising debris monitors for marine debris and sunken vessel removal from the Gulf of Mexico, Galveston bay and four other bays along the upper Texas Coast.

Reference

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Chattanooga, TN 37402-2713
Office: 423.643.6000
Fax: 423.757.4857
Email: Norris_I@chattanooga.gov
Travis McCoy

Professional History

Mr. McCoy began his career with Neel-Schaffer in 2001 as a project inspector. Throughout the last eight years, he has been instrumental in applying his inspector training to other fields of business that Neel-Schaffer provides to its clients; such as disaster debris monitoring services. In the field of debris management, Mr. McCoy served as an Operations Manager on several projects including the City of Taylor Lake Village following Hurricane Ike and Greene County, AR following the 2009 winter ice storm.

Related Experience

- **Project Manager – Debris Removal Monitoring – Greene County, AR** - Greene County was devastated by an ice storm in 2009 which left hundreds of thousands of cubic yards of debris in public rights-of-way throughout Greene County and the City of Paragould, AR. The project included removal of debris, hazardous hanging limbs and leaning trees.

- **Field Operations Manager – Hurricane Ike, City of Taylor Lake Village, TX** - Responsible for managing the removal of debris from public properties and Rights-of-Way (ROW) for the City of Taylor Lake Village following Hurricane Ike in September 2008. This included daily communication with the City on the progress of the project; hiring and supervising debris monitors, tower monitors, and data clerks.

- **Field Operations Manager, Cedar Rapids, IA** – Responsible for managing the removal of debris for the City of Cedar Rapids following the devastating flood of the Cedar River in June 2008. The project included the removal of debris from Rights-of-Ways (ROW), the Cedar River and the demolition of structures destroyed by the flood.

- **Field Coordinator – Hurricane Katrina Storm Damage Recover Program, Hancock County, MS** – Coordinated tree removal crews, debris removal crews, demolition crews, vehicle removal crews, and field monitors for clean up efforts.

- **Roadway Inspector – Public Infrastructure Assessment – New Orleans and St. Bernard Parish, LA** – Performed the duties assigned to technical member as the State Applicant Liaison (SAL) to FEMA Road Officers Assessing Damage Road Team. Participated in field surveys and prepared inspection reports for inclusion in the journal of sites visited. Emphasis on inclusion of GPS coordinates and photographs as well as documenting discussions and findings.
Thomas H. Strickland

Professional History

Mr. Strickland joined Neel-Schaffer in 2005 as a Debris Monitor and Field Supervisor. Mr. Strickland served as a project manager during the beach clean up following the Deepwater Horizon Oil Spill. Mr. Strickland has debris removal experience following Hurricanes Ike and Katrina as well as the 2009 winter ice storm in Kentucky. As an Inspector, he has worked on several roadway and sewer projects. His project experience reflects his work with Neel-Schaffer as well as the construction experience he has had over the years.

Related Experience:

- **Project Manager - 2010 Deepwater Horizon Oil Spill** - Responsibilities included supervision of personnel performing beach clean up for safety precautions as well as supervision of health and first aid.

- **Field Supervisor – Hurricane Ike Beach Cleaning – Texas General Land Office** - Responsible for monitoring the cleaning of approximately 80 miles of beaches following Hurricane Ike. The project included cleaning beaches for the State of Texas involving more than 1 million cubic yards of beach sand on Galveston Island, Boliver Peninsula and Brazoria County, Texas.

- **Field Supervisor – Marine Debris Removal – Texas General Land Office** – This project consisted of monitoring the removal of marine debris caused by Hurricane Ike in 2008. The project included removal of debris from the Gulf of Mexico, Galveston Bay and four other bays along the upper Texas Coast.

- **Field Supervisor – Ice Storm Debris Removal** – The project consisted of monitoring the removal of debris resulting from the ice storm in 2009. Elements of the project included removal of debris, hazardous hanging limbs and leaning trees from Graves County and the City of Mayfield, Kentucky. The project involved the removal of more than 1 million cubic yards of debris.

- **Hancock County Port & Harbor Commission** – Installation of turning lanes, railroad crossing & storm drain, base & paving

- **City of Bay St Louis** – Removal & installation of new street lighting system

- **City of Bay St. Louis** – Sanitary sewer cleaning & television inspection

- **City of Bay St. Louis** – Coordination of survey for sewer & water project

- **Bill Shanks Properties** – Coordination of survey for residential development

- **MS Department of Transportation** – Field Coordinator for Road & Highway debris clean up in Jackson, George, Pearl River, Harrison, Hancock & Stone Counties

- **City of Biloxi** – Field Coordinator for Hurricane Katrina debris clean up

Certificates
- MDOT Safety
- Railroad Inspection
- Asbestos Inspection

Reference
- City of Mayfield
- Arthur Byrn, Mayor
  (270) 247-1981
  abyrn@cityofmayfield.org
Ron Moxness

Professional History

Mr. Moxness joined Neel-Schaffer in 2009 working as Field Supervisor and Field Operations Manager. He recently was Operations Manager for a vegetative debris removal project following severe winter storms in Connecticut. Mr Moxness has participated in debris monitoring projects following various types of disaster events including hurricane, flooding, severe winter storms, tornadoes and severe thunder storms. His project experience also includes monitoring of sand screening and marine debris removal monitoring using Side-scan Sonar.

Related Experience

- **Operations Manager - Tornado Debris Removal Monitoring - KYTC** - Project responsibilities included monitoring the removal of tornado generated debris and the removal of hazardous limbs and leaning trees.

- **Operations Manager - Debris Removal Monitoring - Severe Winter Storms - Southington and Brookfield, CT** - These projects included the monitoring of debris following several severe winter storms in 2011. The project had to be expedited quickly due to additional incoming weather. Responsibilities included, supervising several monitoring crews that monitored tree removal of hazardous trees and hanging limbs as well as the monitoring of debris removal and haul out from four separate cities.

- **Operations Manager - Tornado Debris Removal Monitoring - Leeds, AL** - Responsible for monitoring the removal of debris generated by multiple tornados. The project of monitoring debris removal from rights-of-way, reduction and hauling of reduced debris. Also included in the project was the removal of hazardous hanging limbs and leaning trees.

- **Operations Manager - Tornado Debris Removal Monitoring - Bradley County, TN** - Project included managing the debris removal monitoring operations for Bradley County including all municipalities following the 2011 Tornado outbreak.

- **Safety Supervisor - 2012 Deepwater Horizon Oil Spill** - Project included the supervision of beach cleaning personnel to ensure proper operations and safety policies were being followed.

- **Debris Monitor - Hurricane Ike Beach Cleaning - Texas General Land Office** - Responsibilities included monitoring the cleaning of beaches for the State of Texas involving cleaning more than 50 miles of public beaches and screening more than 1 million cubic yards of sand on Galveston Island, Boliver Peninsula and Brazoria County.

- **Field Supervisor - Marine Debris Removal Monitoring - Texas General Land Office** - Supervised monitoring of marine debris removal at East Bay. targets were located by GPS coordinates and the use of various marine equipment.

- **Field Operations Manager - Marine Debris Removal Monitoring - Texas General Land Office** - This project included monitoring the removal of marine debris caused by Hurricane Ike in 2008. The project included the use of Side-scan Sonars to detect and remove hazardous debris from the East Bay, West Bay, Galveston Bay, Sabine Lake and Trinity Bay of Texas.
Rick Nunn

Professional History

Rick Nunn began work for Neel-Schaffer, Inc. in February 2009 as a Debris Collection Monitor in Paragould, AR. Since then Mr. Nunn has served as Field Supervisor, Operations Manager and Safety Lead on numerous projects from Arkansas to Connecticut.

Related Experience

- **Operations Manager - Debris Removal Monitoring - Severe Winter Storm – Brookfield, Connecticut** - This project consisted of monitoring the cleanup/removal debris from the ROW caused by the October 2011 Winter Snow Storm.
- **Operations Manager - Debris Removal Monitoring - Hurricane Irene 2011 - Passaic County, New Jersey** - This project consisted of surveying and documenting the damage and debris within Passaic County ROW’s including bridges and drainage areas.
- **Project Manager - Debris and Tree Removal Monitoring – Leeds, Alabama** - This project consisted of the monitoring of the removal of the damaged trees left by the tornados that hit Leeds, AL in June of 2011.
- **Assistant Safety Leader - Health and Safety Monitoring - Deepwater Horizon Gulf Oil Spill** - Neel Schaffer served as Safety Coordinator for the Mississippi Response to the clean-up efforts for the gulf oil spill of 2010. Mr. Nunn handled the daily scheduling of the safety leads out in the field and coordinator for the reporting and documentation of the safety related incidents of the oil spill workers.
- **Field Supervisor - Debris Removal Monitoring - Severe Winter Ice Storm – Paragould, Greene County Arkansas** - This project consists of monitoring the removal from the right of way, reduction and hauling of reduced debris caused by the Ice Storm of 2009. Also included in this project was the removal of hazardous limbs and leaning trees.
References

The following is a list of whom Neel-Schaffer, Inc./True North Emergency Management has performed Debris Management services in many states. The Debris Management Experience Matrix in Section 3 will give additional information including dates of service, a brief description of services performed and quantity of debris monitored.

Ocean County, New Jersey
Township of Long Beach, New Jersey
Andrew Baran, Superintendent Public Works
6805 Long Beach Boulevard
Brant Beach, NJ 08008
Phone (609)361-1000 ext 6672
Fax:(609)494-5421
Email: barana@longbeachtownship.com
Date of Contract: November 2012 to Present

True North Emergency Management provided disaster debris management services to over 20 cities, counties and townships in New Jersey following Hurricane Sandy, which made landfall in October, 2012. Our monitoring in New Jersey included ROW debris removal, public property debris removal, hazardous tree work, private property work, and waterway debris. These projects included the monitoring of operation and closeout of 14 temporary debris storage and processing sites for a total of approximately 1.5 million cy.

City of Cedar Rapids, Iowa
John Riggs, Project Manager - Flood Demolitions
3851 River Ridge Dr. NE
Cedar Rapids, IA 52402-7531
Office: 319.538.6545
Fax: 319.286.5130
Email: johnriggs@gmail.com
Date of Contract: June 2008 to Present

In June 2008, Cedar Rapids was impacted by the most significant flood event in centuries. The 500 year flood plain was surpassed, flooding more than 4,000 homes and hundreds of businesses. Most of the impacted structures were submerged in more than eight feet of water when the Cedar River overflowed its levees.

A disaster of this magnitude, duration, and intensity posed unique debris management challenges including Construction and Demolition (C & D) materials, demolition of flood-impacted structures, metals, white goods, Household Hazardous Waste (HHW), Regulated Asbestos Containing Materials (RACM), mold and other airborne and surface contaminants for a total of approximately 49,000 tons of debris and demolition properties. Neel-Schaffer addressed these concerns as well as the reality and sensitivities of addressing the needs of disaster victims who had lost everything in a professional and responsive management effort.
Town of Dauphin Island, Alabama
Corey Moore, Building Inspector
1011 Bienville Blvd.
Dauphin Island, Alabama, 36528
Office: 251.861.5525 ext. 224
Email: cmoore@townofdauphinisland.org
Date of Contract: October 2012 to December 2012

The True North team entered into a disaster debris monitoring contract with the Town of Dauphin Island, Alabama following Hurricane Isaac in 2012. The project included the monitoring of sand screening and beach restoration for more than 35,000 cy.

City of Hoover, Alabama
Allen Pate, Executive Director
100 Municipal Lane
Hoover, AL 35216
Office: 205.444.7500
Fax: 205.444.7572
Email: patea@ci.hoover.al.us
Date of Contract: May 2011 to July 2011

The True North team entered into a disaster debris monitoring contract with the City of Hoover, Alabama following the April 27, 2011 Tornado Outbreak. We monitored the removal and disposal of more than 36,000 cubic yards of storm-related debris from the ROW in the City of Hoover. True North conducted thorough inspections of federal aid roads and monitored the final reduction and disposal of all vegetative debris for a total of 8,000 cubic yards of mulch.

Jackson County, Mississippi
Brian Fulton, PE, County Administrator
2915 Canty Street
Pascagoula, MS 39567
Office: 228.769.3088
Fax: 228.769.3348
Email: Brian_Fulton@co.jackson.ms.us

Neel-Schaffer entered into a contract with Jackson County to monitor the removal and disposal of over one million cubic yards of storm-related debris from the ROW and over 5,000 ROE’s in Jackson County following Hurricane Katrina. Our project included removal of debris from drainage ways as well as removal of cars, boats, and coordination of debris removal from commercial property.
City of La Porte, Texas
Jeff Suggs, Emergency Management Coordinator
2963 N. 23rd Street
La Porte, TX 77571
Office: 281-470-0010
Cell: 281-639-9258
Fax: 281-470-1590
Email: suggsj@laportetx.gov
Date of Contract: Sept. 2008 to May 2009

Neel-Schaffer was selected for a pre-position monitoring contract by the City of La Porte, Texas several months prior to Hurricane Ike in 2008. This allowed Neel-Schaffer to be in place prior to landfall and to begin management and monitoring activities immediate after the storm. We provided assistance in mobilizing the debris removal contractor, certifying haul vehicles, and working with FEMA and GDEM in developing Project Worksheets. Neel-Schaffer monitored the removal of vegetative debris, C & D debris, hazardous hanging limbs, and leaning trees. Quantities - 270,000 cy; 3,100 trees

Texas GLO Marine Debris
Martha Zottarelli, Legislative Liaison, Policy and Governmental Affairs
1700 N. Congress, Suite 900
Austin, TX 78701
Office: 512.463.6119
Fax: 512.305.8937
Email: martha.zottarelli@glo.state.tx.us
Date of Contract: December 2008 to March 2009

Neel-Schaffer was hired by the Texas General Land Office (Texas GLO) to monitor the cleaning of beaches affected by Hurricane Ike as well as the removal of marine debris from Galveston Bay, the Gulf of Mexico, and other waters along the upper Texas Coast.

Beach Cleaning: The first stage of this project consisted of removal of storm debris and cleaning of sand on over 50 miles of beach on Galveston Island, Bolivar Peninsula, and the beaches of Brazoria County. Quantity - 1.2 million cy sand screening; 30,840 cy C&D; 24,650 cy concrete.

Marine Debris: As the beach cleaning process neared completion, the process of removing marine debris began. The primary focus of this project consists of removing large submerged and semi-submerged debris (i.e. vessels, white goods, etc.) that were hazardous to boats Entering the waterways. Quantity - 130 vessels extracted; 350,000 acres of waters.
Kentucky Transportation Cabinet
Frank Castle, FEMA Coordinator
200 Metro Street
Frankfort, KY 40622
Office: 502.564.4556
Fax: 502.564.9540
Email: frank.castle@ky.gov

Financial Recovery:
The Kentucky Transportation Cabinet (KYTC) hired True North Emergency Management in 2011 to assist in completing their Project Worksheets associated with the 2009 Severe Winter Storms (FEMA DR-1818). This included collection and analysis of all supporting documentation to ensure maximum reimbursement to the KYTC. True North staff will be assisting the KYTC with any appeals that become necessary. The KYTC also tasked True North with assisting in the recovery of over $45 million in funds that FEMA stated would be de-obligated from the KYTC following the 2009 severe winter storm. This task involved analyzing FEMA evidence relating to the de-obligation of funds and challenging the evidence based on FEMA policy and standard operating procedures.

True North was successful in assisting the KYTC in overturning the FEMA 40% deobligation of reimbursable funds from the 2009 Severe Winter Storms (FEMA DR-1818). Currently True North is assisting the KYTC in identifying additional eligible costs to be included in existing Project Worksheets as well as assisting them with appealing cost FEMA previously considered ineligible.

Tornado Disaster Debris Monitoring:
The True North team provided debris monitoring services for the KYTC following the 2012 Severe Storms, Tornadoes, Straight-line Winds, and Flooding. We monitored the removal and disposal of more than 7,900 tons of vegetative debris.
Section 8
Litigation
True North Emergency Management has not past or current litigation. Neel-Schaffer, Inc, has several past and current professional liability claims. Details can be provided upon request. None of the Neel-Schaffer claims are related to Emergency Management services.
I certify from the records of this office that TRUE NORTH EMERGENCY MANAGEMENT, LLC is a Texas limited liability company authorized to transact business in the State of Florida, qualified on October 4, 2010.

The document number of this limited liability company is M1000004356.

I further certify that said limited liability company has paid all fees due this office through December 31, 2013, that its most recent annual report was filed on March 28, 2013, and its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this is the Twenty eighth day of March, 2013

Ken Detzner
Secretary of State

Authentication ID: CC1571568253

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

https://efile.sunbiz.org/certauthver.html
Section 10

Cost Proposal
Cost Proposal

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**Travel/Per Diem:** All travel time will be absorbed and will not be billed to the Village. 90% of employees will be locally hired and trained and will not have any reimbursable expenses. Experienced Managers and Supervisors will provide immediate response, hiring, training and supervision. Expenses billed will not exceed GSA rates.

**Equipment/Vehicles:** Vehicles will be provided at no charge. Electronic units will be billed at $3/hour with GPS and digital camera capabilities included. There will be no charge for any other equipment, unless boats and special marine monitoring equipment is required.

**Computer Services:** There will be no charge for any additional computer equipment required.

**Printing Services:** There will be no charge for any printing services required.

**Mailing Services:** There will be no charge for any mailing services required.
Section 11

Insurance
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, Inc.
P.O. Drawer 16447
Jackson MS 39236-6447

CONTACT
NAME: Chris F. Brantley
PHONE: 601-956-5810
FAX: 601-957-7098
E-MAIL: chriss_brantley@aig.com
INSURER: First Liberty Insurance Corporation
NAIC #: 33588

INSURED
Neel-Schaffer Inc., Maptech, Inc; SoilTech Consultants, Inc; Premier Emergency Management, LLC;
True North Emergency, LLC
P. O. Box 22625
Jackson MS 39225-2625

REVISION NUMBER:

COVERAGE

CERTIFICATE NUMBER: 2110546431

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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A WORKERS COMPENSATION
AND EMPLOYERS LIABILITY
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED/MANDATORY IN NH
Y/N | N/A

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101. Additional Remarks Schedule, if more space is required)

Waiver of Subrogation applies to certificate holder, as respects Workers Compensation policy, as per attached form.

Notice of Cancellation to Certificate Holder per attached endorsement.

CERTIFICATE HOLDER
Islamorada, Village of Islands and its Council members, Officials, Officers & Employees
88800 Overseas Highway, 3rd Floor
Islamorada FL 33036

CANCELLATION 10 Day Notice for Non-Payment Premium

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1998-2010 ACORD CORPORATION. All rights reserved.
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

NOT APPLICABLE IN AR, CA, CT, IA, KY, NC, ND, OH, PR, VA, VI, WA, & WY.

Schedule

WHERE REQUIRED BY CONTRACT OR WRITTEN AGREEMENT PRIOR TO LOSS AND ALLOWED BY LAW.

IN THE STATES OF GA, MO, MS, OK, & SC THE PREMIUM CHARGE IS 2% OF THE TOTAL MANUAL PREMIUM, SUBJECT TO A MINIMUM PREMIUM OF $250 PER POLICY.

IN THE STATE OF LA THE PREMIUM CHARGE IS 2% OF THE TOTAL STANDARD PREMIUM, SUBJECT TO A MINIMUM PREMIUM OF $250 PER POLICY.

IN THE STATE OF FL THE PREMIUM CHARGE IS 1% OF THE TOTAL MANUAL PREMIUM, SUBJECT TO A MINIMUM PREMIUM OF $250 PER POLICY.

IN THE STATE OF AL THE PREMIUM CHARGE IS 2% OF THE TOTAL MANUAL PREMIUM, SUBJECT TO A MINIMUM PREMIUM OF $0 PER POLICY.

IN THE STATE OF TN THERE IS NO PREMIUM CHARGE.

This endorsement is executed by the The First Liberty Insurance Corporation 27359

Premium $

Effective Date  Expiration Date

For attachment to Policy No. WC6-Z91-454190-013

WC 00 03 13  © 1983 National Council on Compensation Insurance.
Ed. 4/1/1984
NOTICE OF CANCELLATION TO THIRD PARTIES

A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.

B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

<table>
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<tr>
<th>Name of Other Person(s) / Organization(s):</th>
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<tr>
<td>Schedule on file with the Company</td>
<td>Schedule on file with the Company</td>
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All other terms and conditions of this policy remain unchanged.

Issued by The First Liberty Insurance Corporation 27359
For attachment to Policy No. WC6-Z91-454190-013 Effective Date 05/02/2013 Premium $
Issued to NEEL-SCHAEFFER INC

WM90180611 © 2011, Liberty Mutual Group. All Rights Reserved.

Page 1 of 1
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, Inc.
P.O. Drawer 16447
Jackson MS 39236-6447

CONTACT
Chris Brantley
PHONE 601-956-8810
FAX 601-957-7098
EMAIL chris.brantley@aig.com
INSURED
Neal-Schaffer Inc., Maptech, Inc., SoiTech Consultants,Inc;Premier Emergency Management,LLC,
True North Emergency Mgmt,LLC
P. O. Box 22625
Jackson MS 39225-2625

COVERAGES
CERTIFICATE NUMBER: 2131714559

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Waiver of Subrogation applies to certificate holder, as respects Professional Liability policy, as per attached policy wording.

D. SUBROGATION
In the event of any payment under this policy, the Company shall be subrogated to all the Insured's rights of recovery therefor against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after an incident reasonably likely to give rise to a Claim to prejudice such rights. The Company agrees to waive this right of subrogation against the client of the Insured to the ex-tent that the Insured had, prior to a See Attached...

CERTIFICATE HOLDER
Islamorada, Village of Islands and its
Council members,Officials,Officers & Employees
86800 Overseas Highway, 3rd Floor
Islamorada FL 33036

CANCELATION 10 Day Notice for Non-Payment
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1986-2010 ACORD CORPORATION. All rights reserved.
### ADDITIONAL REMARKS SCHEDULE

<table>
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<tr>
<th>AGENCY</th>
<th>NAMED INSURED</th>
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<tr>
<td>POLICY NUMBER</td>
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<td>CARRIER</td>
<td>NAIC CODE</td>
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### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Claim, a written agreement to waive such rights.

The Producer will endeavor to mail 30 days written notice to the Certificate Holder named on the certificate if any policy listed on the certificate is cancelled prior to the expiration date. Failure to do so shall impose no obligation or liability of any kind upon the Producer or otherwise alter the policy terms.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFRWS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Issued by: THE NOWELL AGENCY INC.
105 KATHERINE DR., BLDG. A
FLOWOOD MS 39232

INSURED:
NEEL-SCHAFFER, INC. ET AL
TrueNorth Emergency Management LLC
P.O. BOX 22625
JACKSON MS 39225

CERTIFICATE NUMBER: 65948

COVERAGES

REVISION NUMBER:

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

<table>
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<tr>
<th>INSURER</th>
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<td>Nationwide Insurance Company</td>
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<tr>
<th>TYPE OF INSURANCE</th>
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<th>EFFECTIVE DATES</th>
<th>LIMITS</th>
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<tr>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>BPOK5624886691</td>
<td>04/01/13 - 04/01/14</td>
<td>EACH OCCURRENCE: $1,000,000</td>
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<td>GLKO5624886691</td>
<td>04/01/13 - 04/01/14</td>
<td>DAMAGE TO RENTED PREMISES (Ex. occurrence): $500,000</td>
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<td>MED. EXP. (Any one person): $10,000</td>
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<td>PERSONAL &amp; ADV INJURY: $1,000,000</td>
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<td>GENERAL AGGREGATE: $2,000,000</td>
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<td>PRODUCTS- COMPOUND AGG: $2,000,000</td>
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<td>AUTOMOBILE LIABILITY</td>
<td>BAK5624886691</td>
<td>04/01/13 - 04/01/14</td>
<td>COMBINED SINGLE LIMIT (Ex. accident): $1,000,000</td>
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WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY:

| ANY PROPRIETOR/OFFICER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | N/A |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Thirty (30) days prior to cancellation, notice thereof shall be given to the below certificate holder.

Islamorada, Village of Islands and its council members, officials, officers, agents and employees are listed as additional insured. Above policies are primary and non-contributory.

CERTIFICATE HOLDER

Islamorada, Village of Islands
86800 Overseas Highway 3rd Floor
Islamorada FL 33036

Attention:

ACORD 25 (2010/05)
© 1988-2010 ACORD CORPORATION. All rights reserved.
GENERAL CHANGE ENDORSEMENT
IT IS AGREED THAT THE POLICY IS CHANGED AS FOLLOWS:
SUBJECT TO ALL TERMS AND CONDITIONS OF THE POLICY, IT IS UNDERSTOOD AND AGREED
THAT:
BLANKET ADDITIONAL INSURED:
WHO IS AN INSURED IS AMENDED TO INCLUDE AS AN ADDITIONAL INSURED:
ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN
ADDITIONAL INSURED UNDER THIS POLICY, AS A RESULT OF ANY CONTRACT OR AGREEMENT
YOU ENTER INTO WHICH REQUIRES YOU TO FURNISH INSURANCE TO THAT PERSON OR
ORGANIZATION OF THE TYPE PROVIDED BY THIS POLICY, ONLY WITH RESPECT TO
LIABILITY, ARISING OUT OF YOUR OPERATIONS OR "YOUR WORK" PERFORMED FOR THAT
INSURED AND INCLUDED IN THE PRODUCTS COMPLETED OPERATIONS HAZARDS OR PREMISES
OWNED BY OR RENTED TO YOU.
HOWEVER, THE INSURANCE PROVIDED WILL NOT EXCEED THE COVERAGE AND/OR LIMITS OF
THIS POLICY.
PRIMARY NON-CONTRIBUTORY

OTHER INSURANCE
D. THIS INSURANCE IS PRIMARY FOR THE PERSON OR ORGANIZATION SHOWN IN THE
SCHEDULE BUT ONLY WITH RESPECT TO LIABILITY, ARISING OUT OF YOUR OPERATIONS
OR "YOUR WORK" PERFORMED FOR THAT INSURED AND INCLUDED IN THE PRODUCTS-
COMPLETED OPERATIONS HAZARD. OTHER INSURANCE AFFORDED TO THAT INSURED WILL
APPLY AS EXCESS AND NOT CONTRIBUTE AS PRIMARY TO THE INSURANCE AFFORDED BY
ENDORSEMENT.
ALL TERMS AND CONDITIONS OF THE POLICY APPLY UNLESS MODIFIED BY THIS
ENDORSEMENT.

All terms and conditions of this policy apply unless modified by this endorsement.
GENERAL CHANGE ENDORSEMENT
IT IS AGREED THAT THE POLICY IS CHANGED AS FOLLOWS:
SUBJECT TO ALL TERMS AND CONDITIONS OF THE POLICY, IT IS UNDERSTOOD AND AGREED
THAT:
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT
CAREFULLY.
BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHER TO US
THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:
GENERAL LIABILITY POLICY CONDITIONS:
SCHEDULE:
NAME OF PERSON OR ORGANIZATION: BLANKET
THE TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHER TO US CONDITION (SECTION K -
GENERAL LIABILITY COMMON POLICY CONDITIONS) IS AMENDED BY THE ADDITION OF THE
FOLLOWING:
WE WAIVE ANY RIGHT OF RECOVERY WE MAY HAVE AGAINST THE PERSON OR ORGANIZATION
SHOWN IN THE SCHEDULE ABOVE BECAUSE OF PAYMENTS WE MAKE FOR INJURY OR DAMAGE
ARISING OUT OF YOUR OPERATIONS OR "YOUR WORK" DONE UNDER A CONTRACT
WITH THAT PERSON OR ORGANIZATION AND INCLUDED IN THE "PRODUCTS-COMPLETED
OPERATIONS HAZARD". THIS WAIVER APPLIES ONLY TO THE PERSON OR ORGANIZATION
SHOWN IN THE SCHEDULE ABOVE

All terms and conditions of this policy apply unless modified by this endorsement.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADVANCE NOTICE OF CANCELLATION, NONRENEWAL OR COVERAGE REDUCTION OR RESTRICTION PROVIDED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY POLICY
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
MERCANTILE UMBRELLA LIABILITY POLICY

SCHEDULE

<table>
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<tr>
<th>Person(s) or Organization(s)</th>
<th>Address</th>
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<tr>
<td>Islamorada, Village of Islands</td>
<td>86800 Overseas Highway 3rd Floor Islamorada FL 33036</td>
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Number of Days Notice 30

If this policy is cancelled (other than nonpayment of premium) or nonrenewed or if the coverage provided by this policy is reduced or restricted (except for any reduction in the Limits of Insurance due to claims payments), we will provide written notice to the person(s) or organization(s) listed in the Schedule.

We will provide this notice by mail 30 days in advance of any policy cancellation, nonrenewal or coverage reduction or restriction or as indicated in the Number of Days Notice in the Schedule.

All terms and conditions of this policy apply unless modified by this endorsement.
GENERAL CHANGE ENDORSEMENT
IT IS AGREED THAT THE POLICY IS CHANGED AS FOLLOWS:
SUBJECT TO ALL TERMS AND CONDITIONS OF THE POLICY, IT IS UNDERSTOOD AND AGREED
THAT:
BLANKET ADDITIONAL INSURED:
WHO IS AN INSURED IS AMENDED TO INCLUDE AS AN ADDITIONAL INSURED:
ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN
ADDITIONAL INSURED UNDER THIS POLICY, AS A RESULT OF ANY CONTRACT OR AGREEMENT
YOU ENTER INTO WHICH REQUIRES YOU TO FURNISH INSURANCE TO THAT PERSON OR
ORGANIZATION OF THE TYPE PROVIDED BY THIS POLICY, ONLY WITH RESPECT TO
LIABILITY, ARISING OUT OF YOUR OPERATIONS OR "YOUR WORK" PERFORMED FOR THAT
INSURED AND INCLUDED IN THE PRODUCTS-COMPLETED OPERATIONS HAZARDS OR PREMISES
OWNED BY OR RENTED TO YOU.
HOWEVER, THE INSURANCE PROVIDED WILL NOT EXCEED THE COVERAGE AND/OR LIMITS OF
THIS POLICY.
PRIMARY NON-CONTRIBUTORY

OTHER INSURANCE
D. THIS INSURANCE IS PRIMARY FOR THE PERSON OR ORGANIZATION SHOWN IN THE
SCHEDULE BUT ONLY WITH RESPECT TO LIABILITY, ARISING OUT OF YOUR OPERATIONS OR
"YOUR WORK" PERFORMED FOR THAT INSURED AND INCLUDED IN THE PRODUCTS-COMPLETED
OPERATIONS HAZARD. OTHER INSURANCE AFFORDED TO THAT INSURED WILL APPLY AS
EXCESS AND NOT CONTRIBUTE AS PRIMARY TO THE INSURANCE AFFORDED BY THIS
ENDORSEMENT.
ALL TERMS AND CONDITIONS OF THE POLICY APPLY UNLESS MODIFIED BY THIS
ENDORSEMENT.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL CHANGE ENDORSEMENT
IT IS AGREED THAT THE POLICY IS CHANGED AS FOLLOWS:
SUBJECT TO ALL TERMS AND CONDITIONS OF THE POLICY, IT IS UNDERSTOOD AND AGREED THAT:
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHER TO US
THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:
GENERAL LIABILITY POLICY CONDITIONS:
SCHEDULE:
NAME OF PERSON OR ORGANIZATION: BLANKET
THE TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHER TO US CONDITION (SECTION K - GENERAL LIABILITY COMMON POLICY CONDITIONS) IS AMENDED BY THE ADDITION OF THE FOLLOWING:
WE WAIVE ANY RIGHT OF RECOVERY WE MAY HAVE AGAINST THE PERSON OR ORGANIZATION SHOWN IN THE SCHEDULE ABOVE BECAUSE OF PAYMENTS WE MAKE FOR INJURY OR DAMAGE ARISING OUT OF YOUR OPERATIONS OR "YOUR WORK" DONE UNDER A CONTRACT WITH THAT PERSON OR ORGANIZATION AND INCLUDED IN THE "PRODUCTS-COMPLETED OPERATIONS HAZARD". THIS WAIVER APPLIES ONLY TO THE PERSON OR ORGANIZATION SHOWN IN THE SCHEDULE ABOVE
ENDORSEMENT

The policy is changed as follows:

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY
GENERAL CHANGE ENDORSEMENT
IT IS AGREED THAT THE POLICY IS CHANGED AS FOLLOWS:
SUBJECT TO ALL TERMS AND CONDITIONS OF THE POLICY, IT IS UNDERSTOOD AND AGREED
THAT THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED TO NEEL SCHAEFFER INC UNDER
THE FOLLOWING:
BUSINESS AUTO COVERAGE FORM
1. BLANKET ADDITIONAL INSURED
ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED TO INCLUDE AS AN ADDITIONAL
INSURED UNDER THIS POLICY, AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU ENTER
INTO WHICH REQUIRES YOU TO FURNISH INSURANCE TO THAT PERSON OR ORGANIZATION OF
THE TYPE PROVIDED BY THIS POLICY.
HOWEVER, THE INSURANCE PROVIDED WILL NOT EXCEED THE COVERAGE AND/OR LIMITS OF
POLICY.

2. PRIMARY NO-CONTRIBUTORY
AS REFERENCED IN SECTION 4 "OTHER INSURANCE" PARAGRAPH A ON BUSINESS AUTO FORM
THE FOLLOWING LANGUAGE IS ADDED:
OTHER INSURANCE
D. THIS INSURANCE IS PRIMARY FOR THE PERSON OR ORGANIZATION SHOWN WITH THE
SCHEDULE BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF YOUR
OPERATIONS PERFORMED FOR THAT INSURED. OTHER INSURANCE AFFORDED TO THAT
INSURED WILL APPLY AS EXCESS AND NOT CONTRIBUTE AS PRIMARY TO THE INSURANCE
AFFORDED BY THIS ENDORSEMENT.
ALL TERMS AND CONDITIONS OF THE POLICY APPLY UNLESS MODIFIED BY THIS
ENDORSEMENT.
ENDORSEMENT

The policy is changed as follows:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
GENERAL CHANGE ENDORSEMENT
IT IS AGREED THAT THE POLICY IS CHANGED AS FOLLOWS:
SUBJECT TO ALL TERMS AND CONDITIONS OF THE POLICY, IT IS UNDERSTOOD AND AGREED THAT:
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHER TO US
THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:
GENERAL LIABILITY POLICY CONDITIONS:
SCHEDULE:
NAME OF PERSON OR ORGANIZATION: BLANKET
THE TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHER TO US CONDITION (SECTION K - GENERAL LIABILITY COMMON POLICY CONDITIONS) IS AMENDED BY THE ADDITION OF THE FOLLOWING:
WE WAIVE ANY RIGHT OF RECOVERY WE MAY HAVE AGAINST THE PERSON OR ORGANIZATION SHOWN IN THE SCHEDULE ABOVE BECAUSE OF PAYMENTS WE MAKE FOR INJURY OR DAMAGE ARISING OUT OF YOUR OPERATIONS.
THIS WAIVER APPLIES ONLY TO THE PERSON OR ORGANIZATION SHOWN IN THE SCHEDULE ABOVE.
Section 12
Statement of Non-Collusion
EXHIBIT B

STATEMENT OF NON-COLLUSION

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the proposal document will effectively classify the bid as nonresponsive and ineligible for award consideration.

Vendor Name: True North Emergency Management, LLC
Address: 512 Main Street, Suite 415, Fort Worth, Texas 76102
Phone Number: 817.870.2422
Fax Number: 817.870.2489

Signature of Firm Official Authorizing the Proposal Submission

Firm Official’s Name (Printed): K. Nelson Lucius, PE
Firm Official’s Title / Position: Manager
SCOPE OF SERVICES
NATURAL DISASTER MONITORING/CONSTRUCTION ENGINEERING & INSPECTION

1.0 PURPOSE:

This scope of services describes and defines the Natural Disaster Monitoring/Construction Engineering and Inspection (CEI) services which are required for contract administration, disaster related damage assessment, debris monitoring, recovery monitoring, construction inspection for emergency work and environmental clearance support for the event preparation/recovery efforts. The geographical area for the Consultant services under this Agreement is the boundaries of Islamorada, Village of Islands, Florida (the “Village”). Contract services will be performed on a task assignment basis. The Village will furnish the Consultant with a TaskWork Order(s) specifying the services to be performed and the fees to be paid associated with a given Task Work Order. The time frame for completion of Task Work Order services will be specified within the Task Work Order. Task Work Orders will be issued only during a Governor Declared Emergency, and after the Executive Order of the Governor and the Secretary’s Emergency Order have been issued. The Village shall authorize Consultant services on an as-needed basis. There is no guarantee that any or all of the services described in this Agreement will be assigned during the term of this Agreement. Further, the Consultant is providing these services on a non-exclusive basis.

2.0 SCOPE:

The Consultant shall be responsible for providing services as defined in this Scope of Services, the referenced Florida Department of Transportation (the “Department”) manuals, and procedures. The projects for which the services are required are to be determined.

The Consultant shall exercise their independent professional judgment in performing their obligations and responsibilities under this Agreement. The Consultant is required to exercise their professional judgment in performing their obligations and responsibilities under the Agreement. However, the Consultant must seek input from the Project Manager. Therefore, the Village vests the Consultant with the responsibility of administering the project(s) and to implement actions based on their authority.

Services provided by the Consultant shall comply with Department manuals, procedures, and memorandums in effect as of the date of execution of the Agreement unless otherwise directed in writing by the Village. Such Department manuals, procedures, and memorandums are found at the State Construction Office’s, State Emergency Management and District X Maintenance websites.

It is a conflict of interest for a professional firm to receive compensation from the Department, the Department’s Recovery Services Consultant and the Contractor(s) either directly or indirectly on an individual contract.

3.0 LENGTH OF SERVICE:

This pre-event Agreement shall last until the completion of all monitoring/CEI activities associated with a natural disaster event that occurred during the contract duration or until extended by the Village and Consultant by formal agreement. The Consultant’s services for each task shall begin upon written notification to proceed by Village on an as needed basis.
4.0 DEFINITIONS:

A. Agreement: The Professional Services Agreement between the Village and the Consultant setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of services, and the basis of payment.

B. District Secretary: The Chief Executive Officer in each of the Department's Districts and the Turnpike Enterprise.

C. Consultant Project Administrator: The employee assigned by the Consultant to be in charge of providing CEI Contract administration services.

D. Consultant Senior Project Engineer: The Engineer assigned by the Consultant to be in charge of providing CEI Contract administration. This person may supervise other Consultant employees and act as the lead Engineer for the Consultant.

E. Contractor: The individual, firm, or company contracting with the Village for performance of work or furnishing of materials.

F. Construction Training/Qualification Program (CTQP): The Department program for training and qualifying technicians in Aggregates, Concrete, Earthwork, and Asphalt. The program is administered by RedVector, Inc. Program information is available at CTQP website.

G. Data Manager: Manages data collected from monitoring operations and is an employee of the Consultant.

H. Debris Management Plan: The plan is a statewide plan with sub-district plans specific to each District which establishes policies, procedures, and guidelines for recovery from debris generating disaster events.

I. Department: The Department refers to the Florida Department of Transportation.

J. District: A geographical area created by the Department.


L. District Director of Transportation Operations: The Director of Construction, Maintenance, Traffic Operations, Materials and Safety.

M. District Emergency Coordination Officers (ECO): The administrative head of the disaster/hurricane event designated by the District Secretary or designee. They shall function as the point of contact for all event preparations and recovery efforts on behalf of the District.

N. District Professional Services Administrator: The Administrative Head of the Professional Services Office.
O. **Emergency Contract:** The written agreement between the Village and the Contractor for the emergency repair/construction contract setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of labor and materials, and the basis of payment. The emergency contract will be executed after the Governor’s Declaration of Emergency and is good only for a specific disaster/hurricane event.

P. **Federal Emergency Management Agency (FEMA):** FEMA is a funding source to the Department for activities during an event declared a disaster by the President of the United States. FEMA eligible debris removal is second and subsequent passes on FHWA roadways and other roadways not on the federal aid system.

Q. **Federal Highway Administration (FHWA):** FHWA, through the Emergency Relief program administered by the Department, is a federal funding source for work on Federal-Aid roadways and facilities. FHWA has designated federal aid roadways also known as “on-system” roadways that are eligible for Emergency Relief funding.

R. **Hand Held Units (HHU):** Hand Held Units are devices used to write data to, and read data from, removable storage media. The HHU are used in electronic debris monitoring.

S. **Operations/Resident Project Manager:** The Village employee assigned to monitor the CEI Contract on a day to day basis within the Operations area.

T. **Operations/Resident Engineer:** The Engineer assigned to a particular area to administer Construction and Maintenance Contracts for the Village. This person functions as point of contact at the Operations Center or the Resident Office as appropriate. The Operations/Resident Engineer or their designee shall function as the Operations Recovery Manager and the Project Manager (PA) for this contract.

U. **Pre-event Contract:** The written agreement between the Village and the Contractor setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of labor and materials, and the basis of payment.

V. **CEI Project Manager:** The Project Manager is an employee of the Consultant who functions as the point of contact for the Village responsible for the overall project management and coordination of the debris monitoring services required to oversee the debris removal operations.

W. **Public Information Office:** The Village’s office or employee assigned to manage the Public Information Program.

X. **Recovery Services Consultant:** Consultant who provides services associated with FEMA and FHWA funding programs and is responsible for gathering documentation, estimating cost, and making recommendations based on their role to maximize federal funding.
Y. Resident Compliance Specialist: The employee assigned by the Consultant to oversee project specific compliance functions.

Z. System: The word “System” is used in reference to the electronic portion of electronic debris monitoring.

AA. System Database: A system database is a compilation of all information gathered or reconciled and meets requirements set forth by this Scope of Services.

BB. Temporary Debris Management Sites: A Florida Department of Environmental Protection authorized site where debris is stored, reduced, burned, grinded, or sorted. Debris resides at the site for a relatively short period of time prior to final disposal during the debris management process.

CC. Village: Islamorada, Village of Islands

5.0 ITEMS TO BE FURNISHED BY THE VILLAGE TO CONSULTANT:

A. The Village, on as needed basis, will furnish the following documents if available. These documents may be provided in either paper or electronic format.

1. Copy of Executed Pre-event contract(s),
2. Copy of Executed Emergency Contract(s),
3. Road Maps,
4. Road Atlas,
5. Debris Removal Load Tickets,
6. Debris Removal Truck Certification Forms,
7. Debris Removal Truck Placards,
8. Roadway Characteristics Inventory (RCI).
9. District Debris Management Plan

6.0 ITEMS FURNISHED BY THE CONSULTANT:

6.1 Department Documents:

All applicable Department documents referenced herein shall be a condition of this Agreement. All Department documents, directives, procedures, and standard forms are available through the Department’s Internet website. Most items can be purchased through the following address. All others can be acquired through the District Office or on-line at Department’s website.

Florida Department of Transportation
Maps and Publication Sales
605 Suwannee Street, MS 12
Tallahassee, Florida 32399-0450
Telephone No. (850) 488-9220

6.2 Office Automation:
6.3 **Field Office:**

The Consultant shall provide field office(s) with sufficient room and furnishings to effectively carry out their responsibilities under this Scope of Services. Field Office expenses will be compensated in accordance with Exhibit B, Method of Compensation.

6.4 **Vehicles:**

Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out requirements of this Agreement. Vehicles shall have the name and phone number of the consulting firm visibly displayed on both sides of the vehicle.

6.5 **Field Equipment:**

The Consultant shall supply GPS and GIS instruments, cameras, laptop computers, communication equipment, inspection and testing equipment, essential in order to carry out the work under this Agreement. Such equipment includes those non-consumable and non-expendable items, which are normally needed for a CEI project and are essential in order to carry out the work under this Agreement.

Hard hats and vest shall have the name of the consulting firm visibly displayed.

Equipment described herein and expendable materials under this Agreement will remain the property of the Consultant and shall be removed at completion of the work.

The Consultant’s handling of nuclear density gauges shall be in compliance with their license.

The Consultant shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment shall be maintained and in operational condition at all times.

6.6 **Licensing for Equipment Operations:**

The Consultant will be responsible for obtaining proper licenses for equipment and personnel operating equipment when licenses are required. The Consultant shall make the license and supporting documents available to the Department for verification, upon request.

Radioactive Materials License for use of Surface Moisture Density Gauges shall be obtained through the State of Florida Department of Health.

7.0 **LIAISON:**

The Consultant shall keep the Project Manager or designee informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under this Agreement.
The Consultant shall attend meetings as directed by the Village for purposes of coordinating with federal, state or local agencies to assist the Department in its Emergency Response and Recovery Efforts.

Agreement administrative duties relating to Invoice Approval Requests, Personnel Approval Requests, User ID Requests, Time Extension Requests, and Supplemental Amendment Requests shall be reviewed and approved by the Project Manager or designee. The Consultant’s invoices will be reviewed by the Project Manager or designee.

The Consultant shall ensure that all documentation meets the requirements for reimbursement from the Federal Emergency Management Agency (FEMA) Public Assistance (PA) and the Federal Highway Administration (FHWA) Emergency Recovery (ER) program.

8.0 PERFORMANCE OF THE CONSULTANT:

During the term of this Agreement and all supplements thereof, the Village will review various phases of Consultant operations for each activated disaster event, such as damage assessment, monitoring/construction inspection and administrative activities, to determine compliance with this Agreement. The Consultant shall cooperate and assist Village representatives in conducting the reviews. If deficiencies are indicated, the Consultant shall implement remedial action immediately upon the approval of the Project Manager or designee. Village recommendations and Consultant responses/actions are to be properly documented by the Project Manager. No additional compensation shall be allowed for remedial action taken by the Consultant to correct deficiencies. Remedial actions and required response times may include but are not necessarily limited to the following:

A. Further subdivide assigned responsibilities, reassign personnel, or assign additional personnel, within 3 working days of notification.

B. Replace personnel whose performance has been determined by the Village to be inadequate. Personnel whose performance has been determined to be unsatisfactory shall be removed immediately.

C. Immediately increase the frequency of monitoring and inspection activities in phases of work that are the Consultant’s responsibility.

D. Increase the scope and frequency of training of the Consultant personnel.

9.0 REQUIREMENTS:

9.1 General:

It shall be the responsibility of the Consultant to coordinate the duties under this Agreement to properly document and administer on behalf of the Village, the Department, the Federal Highway Administration Emergency Relief Program (ER), the Federal Emergency Management Agency Public Assistance Program (PA) and other applicable federal, state and/or local programs to assist the Village in its Emergency Response and Recovery efforts.

To facilitate the overall Emergency Response and Recovery efforts, the Department utilizes the services of a Recovery Services Consultant (RSC) under a contract administered by the Central Office Emergency Management office. The RSC performs reviews of the records to assist the
The Consultant shall provide a 24/7 contact number and shall be activated to the appropriate level within 2 hours upon receipt of the Notice to Proceed.

The Consultant shall report for operations within the time constraints set by the Project Manager to begin the services under this Agreement.

The Consultant shall observe the Contractor’s work to determine the progress and quality of work, identify discrepancies, report significant discrepancies to the Department, and direct the Contractor to correct such observed discrepancies.

The Consultant shall ensure that the recovery efforts under their control are progressing in a manner satisfying the expectations as noted in the Department’s procedure, Emergency Management Program 500-000-104-e, 23 CFR 668 and the current addition of the FHWA Emergency Relief Manual and the supplements prepared by the FHWA Florida Division and the FEMA PA Program. The supplements to the Emergency Relief Manual can be found at [http://www.fhwa.dot.gov/fldiv/](http://www.fhwa.dot.gov/fldiv/).

The Consultant shall assist the Village in negotiating with the Contractor(s) on amendments to the contract(s).

The Consultant shall advise the Project Manager of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor. The Consultant shall note all damages caused by the contractor(s), document the damages and report immediately to the Village.
9.2 **Damage Assessment:**

The Consultant may be required to assist the Village with the damage assessment and preparation of Detailed Damage Inspection Reports (DDIR) FHWA Form 1547. If such service is needed, the Consultant shall start damage assessment operations as directed by the Project Manager as soon as weather conditions allow safe operations to begin. The Consultant shall report the damages to the Project Manager on a regular basis; once every hour if possible but in no term less than once every four hours. The Consultant shall take sufficient and appropriate photos or videos to document the damages. The provision of GPS coordinates of the photos and videos shall be included in the final damage assessment report.

9.3 **Monitoring / Inspection:**

The Consultant shall monitor the Contractor's disaster event preparation/recovery activities; such activities may include but not limited to the lowering/raising of high-mast lights, debris monitoring, sign repairs, signal repairs and emergency roadway repairs. The monitoring of the permanent roadway and bridge repairs will be done by others. The Consultant shall keep detailed accurate records of the Contractor's daily operations to ensure reimbursement from the Federal Highway Administration Emergency Relief (ER), the Federal Emergency Management Agency (FEMA) Public Assistance (PA) program and other relevant Federal, State or local emergency response and recovery programs. In addition, the Consultant shall ensure that all repairs satisfy the Village and the Department’s Design Standards, the Standard Specifications, Supplemental Specifications and as modified by the Special Provisions of the Recovery Contract(s).

The Consultant shall monitor and inspect the Contractor's Work Zone Traffic Control Plan in accordance with the Department’s procedures. Consultant employees performing such services shall be qualified in accordance with the Department’s procedure.

The Consultant shall ensure that the materials for the recovery efforts are in accordance with the Village’s and the Department’s requirements and satisfy the requirements of 23 CFR 635.410 FHWA Buy America provisions.

9.4 **Debris Monitoring Operations:**

The Consultant shall monitor the Contractor’s debris removal activities. Activities include, but are not limited to, monitoring the following - field operations regarding all natural disaster generated debris; debris pickup, debris hauling, debris staging and reduction, temporary debris storage site management, debris management, and final disposal of debris to an approved facility. The Village will identify roads and other facilities requiring debris removal. The Consultant will monitor the Contractor’s debris removal operations for compliance with the Department’s Debris Management Plan. The Village reserves the right to add or remove highway segments. The Village, at its sole discretion, may elect to perform work with in house forces or other contract forces, or may cancel this Agreement at any time if in the best interest of the Village.
The Consultant shall have experience in the Federal Highway Administration Emergency Relief Program (FHWA-ER), the Federal Emergency Management Agency Public Assistance Program (FEMA-PA), and other applicable federal, state and/or local programs to assist the Village in its Emergency Response and Recovery efforts. Proper documentation by the Consultant as required by FHWA and FEMA is required for all debris removal monitoring operations to ensure reimbursement to the Village from the appropriate agency.

The Consultant shall coordinate with the Project Manager or designee the scheduling of debris removal monitoring and Contractor operations. The Consultant shall provide the following:

10. Administration

The listed services shall be performed by the Consultant:

- Ensure daily reports are provided to the Project Manager or designee within a minimum number of hours requested by the Debris Manager. The Consultant shall ensure that debris monitors report within a minimum number of hours after the disaster event.

- Provide assistance as needed pre-event which may require specific locations.

11. Project Management

The CEI Project Manager shall be responsible for the overall project management and coordination of the debris monitoring services required to oversee the debris removal operations. The CEI Project Manager shall be the point of contact to the Village. The CEI Project Manager shall assign a manager to oversee the debris removal contractor(s) operations and to provide supervision of the data entry operations and documentation process. CEI Project Manager duties include but are not limited to the following:

a) Ensure a sufficient number of trained debris monitors are available to monitor the “first push” (cut & toss) operations
b) Ensure a sufficient number of trained debris monitors are available to monitor all “first pass” and subsequent passes of debris removal and hauling activities
c) Provide tower / disposal site monitors to observe and record all debris loads entering the temporary debris management sites
d) Provide tower / disposal site monitors to observe and record all debris loads exiting the temporary debris management sites for final disposal
e) Provide data entry and document processing personnel
f) Conduct safety meetings with field staff, as necessary
g) Respond to and document issues regarding complaints, damages, accidents or incidents involving the Consultant or Contractor personnel and ensure that they are fully documented and reported.
h) Coordinate daily briefings with the Village and the debris removal Contractor(s), daily status reports of work process and staffing
i) Ensure the documentation of environmental authorizations and/or permits for temporary debris management sites and final disposal
j) Provide technical expertise and guidance to the Village, as applicable to Federal emergency assistance programs
k) Review and reconciliation of debris removal contractor invoices submitted to the Village
l) Preparation of interim operations and status reports and final report, as directed by the Village

12. Documentation and Data Management

The Consultant shall ensure all necessary documentation is provided as follows:

a) Ensure all eligible debris removal operations activities are documented and tracked specific to the FHWA-ER program, the FEMA PA program or other applicable Federal, state or local agencies.
b) Documentation of the number of crews and types of equipment utilized, actual hours of operation, and locations of work performed during the time and materials phase of operations.
c) Completion of truck certifications, equipment certifications, and establishment of a QA/QC program throughout the life of the project
d) Load tickets documenting the eligible debris removal and/or disposal activities by the applicable program FHWA – ER or FEMA PA, and/or other Federal, state or local programs as outlined in and in accordance with the Debris Management Plan.
e) Documentation of eligible hazardous stump removal, hangers, leaner’s, or tree removal which includes photos, GPS coordinates, street or milepost identifier, and/or other information as available and applicable
f) Environmental authorizations and/or permits, as applicable
g) Daily electronic spreadsheet summaries of cubic yards / tons collected by Federal program. The daily summary shall be communicated to the District Emergency Coordination Officer (DECO) or designee.
h) Production in electronic format (scanned) and paper copies of all documentation for submittal to Federal and/or State agencies.
i) Assist the Village in creating field maps using GIS, as well as track and present Contractor progress in GIS.
j) Provide certified weigh master summary as necessary.
k) Organize, maintain, and provide the Village electronic copies of documentation in a satisfactory manner. All documentation and information related to the project shall be surrendered to the Village or Department upon completion of the project.
l) Coordinate documentation for FEMA and FHWA funding with the Recovery Services Consultant.

4. Field Monitoring

The Consultant shall provide trained staff in sufficient numbers to adequately monitor all field operations. Duties of monitors shall include, but are not limited to, the following:

a) Truck certification and documentation of all vehicles used in the debris removal activities
b) Quality assurance / quality control of truck certification measurements throughout life of project
c) Provide monitoring services and documentation of all eligible debris removal activities from Federal Aid eligible roadways – First Push (Cut & Toss) and First Pass
d) Provide monitoring services and documentation of all eligible debris removal activities on non-Federal Aid eligible roadways – First Push (Cut & Toss) and First Pass

e) Provide monitoring services and documentation of all eligible debris removal activities from second and subsequent passes on all roadways,

f) Ensure that ineligible debris is not collected by the debris removal contractor, unless directed in writing by the Village

g) Disposal Site / Tower Monitors will observe and record the truck quantity estimates of inbound and outbound debris

h) Exit Site Monitors will observe that all outbound trucks are fully discharged of their load prior to exit of the temporary debris management site

i) Monitors will ensure that accurate, legible, and complete documentation is provided through load tickets, truck certifications, and/or other logs and reports, as required

j) Maintain photo documentation (and GPS information as needed) of the debris removal activities, specifically of the hazardous stump removal process, hangers, leaner’s, or tree removal and/or other special or unusual occurrences in the field

k) Document and report activities to the Village which may require remediation, such as: fuel spills, hazardous materials collection locations, and other similar environmental concerns

l) Document and report to the Village damages which occur on public or private property as a result of the debris removal operations

m) Document and report to the Village any violations of Department of Environmental Protection’s (DEP) debris site conditions

n) If DEP debris site conditions are violated the Consultant shall oversee tasks sufficient to satisfy the DEP performed by the debris removal contractor.

o) Provide certified weigh master if necessary.

Sec. 5 through Sec. 7, regarding electronic monitoring, are deleted in their entirety.

8. Reporting

The Consultant shall provide daily status reports of the debris removal operations, preparation of interim reports (as directed by the Village) as well as a final report of the debris removal operations.

The daily status report shall include at a minimum: the daily cubic yards/tons collected by material and by program (FHWA-ER First Pass, First Pass on non-Federal Aid roadways, second and subsequent passes on all roadways), cumulative totals in cubic yards/tons by debris type, number of debris removal crews and equipment operating, number of debris monitors in field, cubic yards/ton by debris type hauled to final disposal and location of final disposal, and total cubic yard/tons hauled to recycling or salvage facilities.

An interim status report may be required at the discretion of the Village. A final report covering the history of the operations, the locations of temporary debris sites used, remediation and site closure activities, including any environmental reports or authorizations generated; and the locations of final disposal sites and permits, recycling facilities and salvage facilities used during operations. The report may include identification of weakness in the operations and recommendations for future debris activities.
9. **Permits**

a) Assist the Village with any permit applications and coordination with environmental agencies.

b) Assist the Village with any pre or post sampling of soil or groundwater.

c) Monitor compliance by the Contractors to all permit requirements.

9.5 **Sign and Signal Repair Monitoring**

   a. Documentation and Data Management
      1. Location and type of sign or signal.
      2. Description of damage
      3. Photographs of damage
      4. Replacement purchase invoices

9.6 **Emergency Roadway and Bridge Repair Monitoring**

9.6.1 **Sampling and Testing:**
The Consultant shall perform sampling and testing of component materials for emergency repairs of roadway and sign/signal foundations. The minimum sampling frequencies set out in the Department's Materials Sampling, Testing and Reporting Guide shall be met. In complying with the aforementioned guide, the Consultant shall provide daily surveillance of the Contractor's Quality Control activities at the project site and perform the sampling and testing of materials and completed work items that are normally done in the vicinity of the project for verification and acceptance.
The Consultant shall be specifically responsible for job control samples determining the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, etc.
The Village may monitor the effectiveness of the Consultant's testing procedures through surveillance and obtaining and testing independent assurance samples.
Sampling, testing and laboratory methods shall be as required by the Department's Standard Specifications, Supplemental Specifications.
Documentation reports on sampling and testing performed by the Consultant shall be submitted to responsible parties during the same week that the construction work is done.
The Consultant shall be responsible for transporting samples to be tested in a Village or Department laboratory to the appropriate laboratory or appropriate local Village or Department facility.
The Consultant may be required to input verification testing information and data into the Village or Department’s database. Designated Consultant personnel will be provided written instructions from the Village for performing this task.

9.6.2 **Engineering and Administrative Services:**
The Consultant shall coordinate the disaster recovery contract administration activities of all parties involved in the disaster event recovery efforts. The Consultant’s Engineering Services may include but not limited to the following:
(1) Assist the Village in separating reimbursable cost from non-reimbursable cost in accordance with applicable federal guidelines.
(2) Assist the Village in determining the pre-position locations of the Contractor(s) prior to a disaster event or hurricane landfall.
(3) Assist the Village in documenting the pre-disaster activities in coordination with the Village’s Recovery Services Consultant, if any.
(4) Assist the Village in preparing the Daily Situation Report.
(5) Prepare and submit daily recovery progress to the Project Manager.
(6) Provide personnel proficient in the use of computers and scanner operation to input documents into an EDMS. This will require familiarity with the documents and guidelines, posted on the Department’s website for EDMS. Duties will include scanning, attributing and retrieving documents that are to be archived electronically.
(7) Verify that the Contractor is conducting the recovery activities in accordance with National Environmental Policy Act (NEPA) requirements. Complete the NEPA Field Review Form.
(8) Analyze problems that arise on a recovery contract and proposals submitted by the Contractor, work to resolve such issues, and process the necessary paperwork.
(9) Produce reports, verify quantity calculations and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the Village to make timely payment to the Contractor and reimbursement from FHWA and FEMA.
(10) Prepare and make presentations before the Dispute Review Boards as applicable in connection with the recovery contract(s) covered by this Agreement.
(11) Monitor each Contractor and subcontractor’s compliance with specifications and special provisions of the Construction Contract in regard to payment of predetermined wage rates in accordance with Village and Department procedures.
(12) Provide a Resident Compliance Specialist for surveillance of the Contractor’s compliance with Construction Contract requirements. The Resident Compliance Specialist is responsible for reviewing, monitoring, evaluating and acting upon documentation required for disaster recovery contract compliance, and maintaining the appropriate files thereof. Typical areas of compliance responsibility include EEO Affirmative Actions for the prime contractor and subcontractor, DBE Affirmative Action, Contractor Formal Training, Payroll, and Subcontracts. The Resident Compliance Specialist must keep all related documents and correspondence accurate and up to date; attend all compliance reviews and furnish the complete project files for review; and assist the Contract Compliance Manager as requested. Information shall be provided to the Village’s Recovery Services Consultant for review.
(13) Provide a digital photo log or video of hurricane recovery activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy.

10.0 PERSONNEL:

10.1 General Requirements:
The Consultant shall staff the project with the qualified personnel necessary to efficiently and effectively carry out its responsibilities under this Agreement. Method of
compensation for personnel assigned to this project will be in accordance with Department requirements. The methods of payment which shall be used are: lump sum, cost plus fixed fee, cost per unit of work, specific rates of compensation, or a combination thereof. Compensation for operating margin shall be fixed fee (lump sum). Details of fee will be included in the Task Work Order issued to the Consultant. Unless otherwise agreed by the Village, the Village will not compensate straight overtime or premium overtime for the positions of Senior Project Engineer, Project Administrator, Contract Support Specialist, and Associate Contract Support Specialist.

10.2 Personnel Qualifications: (as applicable)
The Consultant shall utilize only competent personnel, qualified by experience, and education. The Consultant shall submit in writing to the Project Manager the names of personnel proposed for assignment to the project management team, including a detailed resume for each containing at a minimum, salary, education, and experience. Personnel identified in the Consultant technical proposal are to be assigned as proposed and are committed to performing services under this Agreement. Personnel changes will require written approval from Village. Staff that has been removed shall be replaced by the Consultant within 2 days.

Before the project begins, all project staff shall have a working knowledge of the current Construction Project Administration Manual (CPAM) and must possess all the necessary qualifications/certifications for obtaining the duties of the position they hold. Cross training of the Consultant’s project staff is highly recommended to achieve a knowledgeable and versatile project inspection team but shall not be at any additional cost to the Village and should occur as workload permits.

Minimum qualifications for the Consultant personnel are set forth as follows. Exceptions to these minimum qualifications will be considered on an individual basis. However, a Project Administrator working under the supervision and direction of a Senior Project Engineer or an Inspector working under the supervision and direction of a Senior Inspector shall have six months from the date of hire to obtain the necessary qualifications/certifications provided, all other requirements for such positions are met and the Consultant submits a training plan detailing when such qualifications/certifications will be obtained and other training to familiarize with Village’s procedures, Specifications and Design Standards. The Village will have the final approval authority on such exceptions.

**Senior Project Engineer** - A Civil Engineer degree and be registered in the State of Florida as a Professional Engineer with one (1) year of hurricane recovery experience and ten (10) years of engineering experience [(five (5) years of which are in major road construction/maintenance)] or for non degreed personnel the aforementioned registration with one (1) year of disaster/hurricane recovery experience and fifteen (15) years of engineering experience [five (5) years of which are in major road construction/maintenance]. Qualifications include the ability to communicate effectively in English (verbally and in writing); direct highly complex and specialized construction/maintenance engineering administration and inspection program; plans and organizes the work of subordinate and staff members; develops and/or reviews policies, methods, practices, and procedures; and reviews programs for conformance with Department standards. Also must have the following:

**Qualification:**
FDOT Advanced MOT
Attend the CTQP Quality Control Manager course and pass the examination.
ICS-200
ICS-300
ICS 700
ICS 800

Certifications:
Professional Engineer

A Master's Degree in Engineering may be substituted for one (1) year engineering experience.

Project Administrator - A Civil Engineering degree plus two (2) years of engineering experience in construction of major road, or for non-degreed personnel eight (8) years of responsible and related engineering experience, two (2) years of which involved construction of major road.

Receives general instructions regarding assignments and is expected to exercise initiative and independent judgment in the solution of work problems. Directs and assigns specific tasks to inspectors and assists in all phases of the construction project. Will be responsible for progress and final estimates throughout the construction project duration. Must have the following:

Qualifications:
FDOT Intermediate MOT
CTQP Final Estimates Level II

Certifications:
None

Other:
Attend CTQP Quality Control Manager Course and pass the examination.
ICS-200

A Master's Degree in Engineering may be substituted for one (1) year of engineering experience

Contract Support Specialist - A High School diploma or equivalent and four (4) years of road construction engineering inspection (CEI) experience having performed/assisted in project related duties (i.e., CQR/LIMS, progress and final estimates, EEO compliance, processing Construction Contract changes, etc.) or a Civil Engineering. Should exercise independent judgment in planning work details and making technical decisions related to the office aspects of the project. Should be familiar with the Department’s Procedures covering the project related duties as stated above and be proficient in the computer programs necessary to perform these duties. Shall become proficient in Multi-Line and Engineering Menu.

Qualifications:
CTQP Final Estimates Level II

Resident Compliance Specialist - Graduation from an accredited high school or equivalent with one (1) year of experience as a resident compliance officer on a construction project or two (2) years of assisting the compliance officer in monitoring the
project. Should have prior experience in both State funded and Federal Aid funded construction projects with FDOT and knowledge of EEO/AA laws and FDOT’s DBE and OJT programs. Ability to analyze, collect, evaluates data, and take appropriate action when necessary. Must attend all training workshops or meetings for Resident Compliance Specialists as determined necessary.

**Senior Inspector** – High school graduate or equivalent plus four (4) years of experience in construction inspection, two (2) years of which shall have been in roadway construction.

5 years of experience must have included the inspection of electrical components/systems for electrical inspectors.

Must have the following:

**Qualifications:**

- CTQP Concrete Field Inspector Level I (If applicable)
- CTQP Asphalt Roadway Level I (If applicable)
- CTQP Asphalt Roadway Level II (If applicable)
- CTQP Earthwork Construction Inspection Level I (If applicable)
- CTQP Earthwork Construction Inspection Level II (If applicable)
- CTQP Drilled Shaft Inspection (If applicable – required for inspection of all drilled shafts including miscellaneous structures such as Sign structures, Lighting structures, and Traffic Signal structures)
- FDOT Intermediate MOT
- CTQP Final Estimates Level I

**NOTE:** CTQP certifications are not required for debris monitoring.

**Certifications:**

- Nuclear Radiation Safety (If applicable)
- IMSA Signal Level II (For Signal Repair CEI)

A Civil Engineering degree and one (1) year of road CEI experience with the ability to earn additional required qualifications within one year.

Responsible for performing highly complex technical assignments in making and checking engineering computations, inspecting construction work, and conducting field tests and is responsible for coordinating and managing the lower level inspectors. Work is performed under the general supervision of the Project Administrator.

**Inspector** - High school graduate or equivalent plus two (2) years experience in construction inspection.

**Certifications:**

- Nuclear Radiation Safety (If applicable)

A Civil Engineering degree with the ability to earn additional required qualifications within one year.
Responsible for performing assignments assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in progress.

**Inspectors Aide** - High School graduate or equivalent and able to perform basic mathematical calculation and follow simple technical instructions. Duties are to assist higher-level inspectors.

**Secretary/Clerk Typist** - High school graduate or equivalent plus two (2) years of secretarial and/or clerical experience. Ability to type at a rate of 35 correct words per minute. Experienced in the use of standard word processing software. Should exercise independent initiative to help relieve the supervisor of clerical detail. Work under general supervision of the Senior Project Engineer and their staff.

**Environmental Specialist** - A bachelors degree with a major in one of the physical or natural sciences or engineering and two (2) years of professional experience in environmental protection, regulation or health; one of the physical or natural sciences; or engineering; or a Masters degree in one of the physical or natural sciences or engineering and one (1) year of professional experience described above; or a Doctorate degree in one of the physical sciences for engineering or one (1) year of experience as an Environmental Specialist I with the State Of Florida. Receives general instruction regarding assignments and is expected to exercise initiative, and independent judgment in the solution of work problems. Must have knowledge of the terminology, principles, data collection, and analytical techniques and procedures of the physical or natural sciences. Also must have ability to collect, evaluate, analyze, and interpret scientific or technical data.

**Project Engineer** - Be a registered Professional Engineer in the State of Florida with a minimum of 5 years of experience in being in responsible charge of respective technical discipline.
For CEI activity of geotechnical foundation construction engineering with drilled shaft, “Responsible charge” experience for Geotechnical Engineer shall include verifiable and successful drilled shaft installation and coring inspections and constructions, static, Osterberg Cell and/or Statnamic load test experience.

10.3 **Debris Monitoring Personnel Qualifications:**
Intentionally deleted.

10.4 **Staffing:**
Once authorized, the Consultant shall establish and maintain an appropriate staff through the duration of disaster recovery and completion of the final estimate. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until the appropriate Recovery Contract has been paid off.
CEI forces will be required of the Consultant at all times while the Contractor is working. If Contractor operations are substantially reduced or suspended, the Consultant will reduce its staff appropriately.
In the event that the suspension of Contractor operations requires the removal of Consultant forces from the project, the Consultant will be allowed ten (10) days maximum to demobilize, relocate, or terminate such forces.
11.0 QUALITY ASSURANCE (QA) PROGRAM:

11.1 Quality Reviews:
The Consultant shall conduct weekly reviews to make certain his own organization is in compliance with the requirements cited in the Scope of Services. Quality Reviews shall be conducted to evaluate the adequacy of materials, processes, documentation, procedures, training, guidance, and staffing included in the execution of this Agreement. Quality Reviews shall also be developed and performed to achieve compliance with specific QA provisions contained in this Agreement. The weekly reviews shall be submitted to the Project Manager in written form no later than one (1) week after the review.

11.2 QA Plan:
Within thirty (30) days after receiving award of an Agreement, the Consultant shall furnish a QA Plan to the Project Manager. The QA Plan shall detail the procedures, evaluation criteria, and instructions of the Consultant’s organization for providing services pursuant to this Agreement. Unless specifically waived, no payment shall be made until the Village approves the Consultant QA Plan.
Significant changes to the work requirements may require the Consultant to revise the QA Plan. It shall be the responsibility of the Consultant to keep the plan current with the work requirements. The Plan shall include, but not be limited to, the following areas:

A. Organization:
A description is required of the Consultant QA Organization and its functional relationship to the part of the organization performing the work under the Agreement. The authority, responsibilities and autonomy of the QA organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.

B. Quality Reviews:
The Consultant QA shall detail the methods used to monitor and achieve organization compliance with Agreement requirements for services and products.

C. Quality Records:
The Consultant will outline the types of records, which will be generated and maintained during the execution of his QA program.

D. Control of Sub-consultants and Vendors:
The Consultant will detail the methods used to control sub-consultants and vendor quality.

E. Quality Assurance Certification:
An officer of the Consultant firm shall certify that the inspection and documentation was done in accordance with FDOT specifications, plans, standard indexes, and Department procedures.

Quality of Records:
The Consultant shall maintain adequate records of the quality assurance actions performed by his organization (including subcontractors and vendors) in providing services and products under this Agreement. All records shall indicate the nature and
number of observations made, the number and type of deficiencies found, and the corrective actions taken. These records shall be available to the Village, upon request, during the Agreement term. All records shall be kept at the primary job site and shall be subject to audit review.

12.0 CERTIFICATION OF FINAL ESTIMATES: (as applicable)

12.1 Final Estimate and As-Built Plans submittal:
Prepare documentation and records in compliance with the Agreement, Statewide Quality Control (QC) Plan, or Consultant’s approved QC Plan and the Village’s Procedures.
Submit the Final Estimate(s) and one (1) set of final “as-built plans” documenting Contractor’s work (one record set with two copies) as follows:
(a) Within thirty (30) calendar days of final acceptance; or
(b) Where all items of work are complete and conditional/partial acceptance is utilized (Lighting, Plant establishment, etc.) for a period exceeding thirty (30) calendar days, the final estimate(s) will be due on the thirtieth (30th) day after conditional/partial acceptance. A memorandum with documentation will be transmitted to the Village at final acceptance detailing any necessary revisions to the pay items covered under the conditional/partial acceptance.

The Consultant shall be responsible for making any revisions to the Certified Final Estimate at no additional cost to the Village.

12.2 Certification:
Consultant personnel preparing the Certified Final Estimate Package shall be CTQP Final Estimates Level II.
Duly authorized representative of the Consultant firm will provide a notarized certification on a form pursuant to Village procedures.

12.3 Offer of Final Payment:
The Consultant shall prepare the Offer of Final Payment package as outlined in Chapter 14 of the Review and Administration Manual. The package shall accompany the Certified Final Estimates Package submitted to the District Final Estimates Office (DFEO). The Consultant shall be responsible for forwarding the Offer of Final Payment Package to the Contractor.

13.0 AGREEMENT MANAGEMENT:

13.1 General:
(1) With each monthly invoice submittal, the Consultant Senior Project Engineer will provide a reviewed and approved Status Report for the Agreement. This report will provide the Consultant Senior Project Engineer's accounting of the additional Agreement calendar days allowed to date, an estimate of the additional Agreement calendar days anticipated to be added to the original Agreement schedule time, an estimate of the Agreement completion date, and an estimate of
the Consultant funds expiration date per Agreement schedule for the prime Consultant and for each sub-consultant.

(2) When the Consultant identifies a condition that will require an Amendment Request (AR) to the Agreement, the Consultant Chief Engineer or Consultant Senior Project Engineer will communicate the need to the Project Manager for an approval in concept. Once received, the Consultant shall prepare and submit the AR, and all accompanying documentation to the Project Manager for approval and further processing. The Consultant shall submit ARs to allow the Village one week to process, approve, and execute the AR. The content and format of the AR and accompanying documentation shall be in accordance with the instructions and format to be provided by the Department.

(3) When the Consultant identifies a condition that will require a Supplemental Amendment Request (SAR) to the Agreement, the Consultant Chief Engineer or Consultant Senior Project Engineer will communicate this condition/need to the Project Manager and request approval in concept. Once received, the Consultant shall prepare and submit the SAR, and all accompanying documentation to the Project Manager for approval and further processing. The Consultant shall submit SARs to allow the Department 2 weeks to process, approve, and execute the SAR. The content and format of the SAR and accompanying documentation shall be in accordance with the instructions and format to be provided by the Department.

(4) The Consultant Chief Engineer or Consultant Senior Project Engineer for the project shall be responsible for performing follow-up activities to determine the status of each AR and SAR submitted to the Village.

13.2 **Invoicing Instructions:**

Monthly invoices shall be submitted to the Department in a format and distribution schedule defined by the Village, no later than the 20th day of the following month.

If the monthly invoice cannot be submitted on time, notify the Village prior to the due date stating the reason for the delay and the planned submittal date. Once submitted, the Consultant Project Principal or Senior Project Engineer shall notify the Construction Project Manager via e-mail of the total delay in calendar days and the reason(s) for the delay(s).

All charges to the individual project will end no later than thirty (30) calendar days following final acceptance; or where all items of work are complete and conditional/partial acceptance is issued; unless authorized in writing by the Village.

A Final Invoice will be submitted to the Village no later than the 60th day following Final Acceptance of the individual project or as requested by the Department.

14.0 **OTHER SERVICES:**

Upon written authorization by the Village, the Consultant will perform additional services in connection with the disaster recovery effort not otherwise identified in this Agreement. The following items are not included as part of this Agreement, but may be required by the Village to supplement the Consultant services under this Agreement.

A. Assist in preparing for arbitration hearings or litigation that occurs during the Agreement time in connection with the construction project covered by this Agreement.
B. Provide qualified engineering witnesses and exhibits for any litigation or hearings in connection with the Agreement.

15.0 CLAIMS REVIEW:
In the event the Contractor submits a claim for additional compensation and/or time after the Consultant has completed this Agreement, the Consultant shall, upon execution by the Village and the Consultant of an Amendment to this Agreement providing for compensation for such services, analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Compensation for such services will be negotiated and effected through a Supplement to this Agreement.

16.0 CONTRADICTIONS:
In the event of a contradiction between the provisions of this Scope of Services and the Agreement, the provisions of the Agreement shall apply.

17.0 THIRD PARTY BENEFICIARY:
It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a claim, cause of action, lien or any other damages or any relief of any kind pursuant to the terms or provisions of this Agreement.

18.0 DEPARTMENT AUTHORITY:
The Village shall be the final authority in considering contract modification of the Contractor for time, money or any other consideration except matters agreed to by the Contractor through contract changes negotiated by the Consultant, as authorized herein.
REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate supervision and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under...
4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are
applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualified minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor
III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may either require such segregated use by written or oral policies or tolerate such use by employee custom. The contractor’s obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor’s control, where the facilities are segregated. The term “facilities” includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

   a. All laborers and mechanics employed or working upon the site or during construction of any Federal-aid highway project shall be paid at least as much as the prevailing rate for the particular occupation and class of work in the area concerned. The contractor must provide the contractor with a copy of the prevailing wage rates for the area and the contract must be in compliance with the prevailing wage rates.

   Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under such plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer’s payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conforming to paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

   b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only where the following criteria have been met:

   (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

   (ii) The classification is utilized in the area by the construction industry; and

   (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

   (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

   (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or
will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee’s social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeymen wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontractors. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor’s firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).


V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible thereof shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $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 (1.) of this section.

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

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

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

   a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

      (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
      (2) the prime contractor remains responsible for the quality of the work of the leased employees;
      (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
      (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

   b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:
“Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both.”

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency’s determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions,” provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epis.gov), which is compiled by the General Services Administration.
i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epis.gov), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the
department or agency with which this transaction originated
may pursue available remedies, including suspension and/or
debarment.

* * * * *

Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion--Lower Tier
Participants:

1. The prospective lower tier participant certifies, by
submission of this proposal, that neither it nor its principals is
presently debarred, suspended, proposed for debarment,
declared ineligible, or voluntarily excluded from participating in
covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to
certify to any of the statements in this certification, such
prospective participant shall attach an explanation to this
proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT
FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction
contracts and to all related subcontracts which exceed
$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and
submitting this bid or proposal, to the best of his or her
knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be
paid, by or on behalf of the undersigned, to any person for
influencing or attempting to influence an officer or employee of
any Federal agency, a Member of Congress, an officer or
employee of Congress, or an employee of a Member of
Congress in connection with the awarding of any Federal
contract, the making of any Federal grant, the making of any
Federal loan, the entering into of any cooperative agreement,
and the extension, continuation, renewal, amendment, or
modification of any Federal contract, grant, loan, or
cooperative agreement.

b. If any funds other than Federal appropriated funds have
been paid or will be paid to any person for influencing or
attempting to influence an officer or employee of any Federal
agency, a Member of Congress, an officer or employee of
Congress, or an employee of a Member of Congress in
connection with this Federal contract, grant, loan, or
cooperative agreement, the undersigned shall complete and
submit Standard Form-LLL, “Disclosure Form to Report
Lobbying,” in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its
bid or proposal that the participant shall require that the
language of this certification be included in all lower tier
subcontracts, which exceed $100,000 and that all such
recipients shall certify and disclose accordingly.
ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

   a. To the extent that qualified persons regularly residing in the area are not available.

   b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

   c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor’s permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.
EXHIBIT “E”

ISLAMORADA, VILLAGE OF ISLANDS EMERGENCY SERVICES WORK ORDER / NOTICE TO PROCEED

To: True North Emergency Management, LLC/Neel-Schaffer
512 Main Street, Suite 415
Fort Worth, Texas 76102

Date: ________________

Agreement: Debris Monitoring dated ________
Task Work Order No.: 
Federal Project No, if applicable: 
Agreement Description:

In accordance with the above referenced agreement, you are hereby authorized, upon the date of your signature on this Task Work Order/Notice to Proceed, to perform the services described in the attached Exhibit “A-1”, scope of services for this Task Work Order/Notice to Proceed.

For the services under this authorization, the total compensation amount to be paid to the vendor under this Task Work Order shall not exceed $ __________ including the following:

- Limiting Amount for Salary Related Costs $ __________
- Lump Sum Amount for Fixed Fee Operating Margin (where applicable) $ __________
- Limiting Amount for Direct Expenses (where applicable) $ __________

Total Not to Exceed Maximum Limiting Amount $ __________

Rates for salary related costs and operating margin, and progress payments for services will be in accordance with Exhibit “B”, Consultant’s Proposal, of the pre-event Agreement referenced above.

All services required by this Task Work Order will be completed on or before:

Status of Contractually Authorized Funding
Original Agreement: $ 
Previous Task Work Orders: $ 
This Task Work Order: $ 

Please acknowledge receipt of agreement with this Task Work Order/Notice to Proceed by signing and dating all copies; keeping one copy; and returning the remainder.

Sincerely,

Islamorada, Village of Islands
AGREEMENT

BETWEEN

ISLAMORADA, VILLAGE OF ISLANDS

AND

TRUE NORTH EMERGENCY MANAGEMENT, LLC/NEEL-SCHAFFER

FOR

DEBRIS MONITORING SERVICES

This Agreement (this "Agreement") is made and entered into the ___ day of ________. 2013, by and between ISLAMORADA, VILLAGE OF ISLANDS, a Florida municipal corporation, ("Village"), and True North Emergency Management LLC/Neel-Schaffer ("Consultant") for Debris Monitoring Services (this "Agreement"). References in this Agreement to "Village Manager" shall include his or her designee.

WITNESSETH:

WHEREAS, the Village solicited responses to a Request for Proposals for Debris Monitoring Services; and

WHEREAS, proposals were evaluated; and

WHEREAS, it is necessary to address emergency circumstances arising in the Village relating to debris recovery and debris monitoring necessitated by hurricanes and other emergencies; and

WHEREAS, Village and Consultant desire to enter into this Agreement whereby the duties and obligations each to the other are set forth.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. SCOPE OF SERVICES

1.1 The Consultant shall meet the requirements and perform the services identified in the Request for Proposal dated June 7, 2013 (the "Request"), attached hereto and made a part hereof, as Exhibit "A", the Consultant’s Proposal dated July 1, 2013
(the "Proposal"), attached hereto and made a part hereof, as Exhibit "B", the Scope of Services drafted and provided by the Florida Department of Transportation, attached hereto and made a part hereof, as Exhibit "C", and FHWA Form 1273, attached hereto and made a part hereof, as Exhibit "D" and any Notices to Proceed subsequently issued by Village to Consultant in conjunction with this Agreement. The parties acknowledge this Agreement may, but is not required to, encompass more than one event accordingly, more than one Notice to Proceed. Separate Notices to Proceed will be issued by Village to Consultant for each event for which Consultant provides services hereunder. Notices to Proceed will be in the form substantially the same as provided in Exhibit "E" attached hereto and incorporated herein.

1.2 Consultant agrees and acknowledges that Consultant is prohibited from exempting provisions of any of the foregoing exhibits to this Agreement and/or in any of Consultant's services to be provided pursuant to this Agreement. The provisions of this Agreement shall govern over the exhibits in the event of any conflict.

SECTION 2. TERM

2.1 The term of this Agreement shall begin on the date it is fully executed by both parties (the "Effective Date") and shall extend for a term of three (3) years, with the option of the Village to request a one (1) year extension following the initial term (the "Term"). This Agreement is non-exclusive. Consultant acknowledges Village may enter into one or more agreements for the same or similar services prior to or during the Term of this Agreement.

2.2 Consultant shall complete all services directed under this Agreement as soon as feasibly possible, and in the time necessary to accomplish the services, with the knowledge that time is of the essence. The scope and nature of the services to be performed by Consultant, including a description of the services and a limit on amount of time to be charged and total fees will be directed in writing by the Village in a Notice to Proceed once the extent of damage and resulting debris removal requirements have been determined in a particular emergency event. The scope shall include a time line for providing all documentation required for the Village to receive reimbursement and submitting same within the time lines required by the reimbursing agency. The Village may impose liquidated damages of $100.00 per day for each day beyond the required submittal dates. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the Village as a consequence of such delay, and both parties desiring to obviate any questions or disputes concerning the amount of said damages and the cost and effect of the failure of the Consultant to complete the services on time.
SECTION 3. COMPENSATION

3.1 The amount of compensation payable by Village to Consultant shall be based upon the rates and fees schedules as set forth in Exhibit "B", attached hereto and made a part hereof, which amount shall be accepted by Consultant as full compensation for all such work performed under this Agreement. It is acknowledged and agreed by Consultant, however, that the maximum amount payable for services for any particular event shall be specified in a Notice to Proceed to be provided to Consultant by Village and the limits therein on hours and fees shall constitute a limitation upon Village's obligation to compensate Consultant for services related to this Agreement and the particular event. This maximum amount, however, does not constitute a limitation of any sort, upon Consultant's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services as defined in the Request.

3.2 Consultant may submit an invoice for compensation, developed and agreed upon by the Village Manager and Consultant, no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. Invoices shall designate the nature of the services performed and shall also show a summary of rates and fees with accrual of the total and credits for portions paid previously, and shall allocate the billing costs to the appropriate fund or combination of funds. Each statement shall show the proportion of the guaranteed maximum payment, if any, that has been expended through previous billings. Each statement shall be prepared and provided in such a way so as to comply with regulated reimbursement procedures as described in this Agreement.

3.3 Village shall pay Consultant in accordance with the Florida Prompt Payment Act. In the event any conflict between the provisions of the Florida Prompt Payment Act and this Agreement, this Agreement shall govern.

3.4 Payment may be withheld by the Village Manager, for failure of Consultant to comply with a term, condition or requirement of this Agreement. Notwithstanding any provision of this Agreement to the contrary, the Village Manager, may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work of Consultant, which has not been remedied or resolved in a manner satisfactory to the Village Manager. The amount withheld shall not be subject to payment of interest by Village.

3.5 Payment shall be made to Consultant by check or by Electronic Funds Transfer (EFT) as determined by the Village Manager in his or her sole discretion.

3.6 Consultant agrees to keep such records and accounts as may be necessary, for such time period as required by state and federal statutes relating to reimbursement or otherwise, in order to record complete and correct entries as to personnel hours charged for which Consultant receives reimbursement. Such
books and records shall be available at all reasonable times for examination and audit by Village.

3.7 If it should become necessary for Village to request Consultant to render any additional services to either supplement the services described in the Request or to perform additional work, such additional work shall be performed only as authorized in writing by the Village Manager or designee. Any such additional work agreed to by both parties shall be performed at the rates described in Exhibit "B".

SECTION 4. TERMINATION

4.1 This Agreement may be terminated for cause by the Village Manager if the Consultant is in breach and has not corrected the breach within ten (10) days after written notice from the Village identifying the breach, or for convenience by action of the Village Council upon not less than ten (10) days' written notice by the Village Manager. This Agreement may also be terminated by the Village Manager upon such notice as the Village Manager deems appropriate under the circumstances in the event Village Manager determines that termination is necessary to protect the public health, safety, or welfare.

4.2 Termination of this Agreement for cause shall include but not be limited to, failure to suitably perform the services, failure to continuously perform the services in a manner calculated to meet or accomplish the objectives of Village as set forth in this Agreement or breach of the provisions of this Agreement, notwithstanding whether any similar such breach was previously waived or cured.

4.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the Village Manager which Village Manager deems necessary to protect the public health, safety or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

4.4 In the event this Agreement is terminated for convenience, Consultant shall be paid for any satisfactory services performed to the date the Agreement is terminated; however, upon being notified of Village's election to terminate, Consultant shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Consultant acknowledges and agrees that Ten Dollars ($10.00) of the compensation to be paid by Village, the adequacy of which is hereby acknowledged by Consultant, is given as specific consideration to Consultant for Village's right to terminate this Agreement for convenience.

4.5 In the event this Agreement is terminated, any compensation payable by Village shall be withheld until all documents are provided to Village pursuant to Section 7.1 of this Agreement. In no event shall Village be liable to Consultant for any
additional compensation, other than that provided herein, or for any consequential or incidental damages.

SECTION 5. INDEMNIFICATION

5.1 Consultant shall indemnify, defend, hold harmless and, at Village's option, pay for an attorney selected by Village, to defend Village and/or any of its elected officials, officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property, arising out of any errors, omissions, misconduct or negligent acts, errors or omissions of Consultant, its officials, agents, employees or sub-consultants in the performance of the services of Consultant under this Agreement, whether direct or indirect and from and against any orders, judgments, or decrees which may be entered therein and from and against all costs, damages of every kind and nature, attorneys' fees, expenses and liabilities incurred in and about the defense of any such claim and investigation thereof.

5.2 Consultant shall indemnify, defend, hold harmless and, at Village's option, pay for an attorney selected by Village, to defend Village and/or any of its elected officials, officers, agents, servants and employees from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims sought by third parties related to any alleged breach of any non-competition or similar provisions.

5.3 Consultant shall indemnify, defend, hold harmless and, at Village's option, pay for an attorney selected by Village to defend Village and/or any of its elected officials, officers, agents, servants and employees, for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by Consultant of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Agreement. Consultant shall indemnify, defend, hold harmless and, at Village's option, pay for an attorney selected by Village to defend Village and/or settle at its own expense any action brought against Village and/or any of its elected officials, officers, agents, servants and employees, to the extent that it is based on a claim related to products or services furnished to Village by Consultant pursuant to this Agreement, or if any portion of the products or services related to performance hereunder become unusable as a result of any such infringement or claim.

5.4 Consultant acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and with the collateral obligation of insuring said indemnity.
5.5 The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Village Manager and the Village Attorney, any sums due Consultant under this Agreement may be retained by Village until all of Village’s claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by Village.

SECTION 6. INSURANCE

In order to insure the indemnification obligation contained above, Consultant shall, as a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement, the insurance coverages as set forth below:

6.1 Consultant shall maintain throughout the Term and any renewals thereof insurance to satisfy applicable statutory requirements, employer’s liability insurance and coverage for loss or damage to Village’s property. The policy must also contain coverage for premises operations, products and contractual liability. Policy limits shall be at least $1,000,000 per each incident, and $2,000,000.00 in the aggregate. All of the insurance is to be carried with best rated A-B or better insurance companies qualified to do business under the laws of the State of Florida. The policies shall contain waiver of subrogation against the Village and shall expressly provide that the policy or policies are primary over any other insurance that the Village may have. No reduction in limits by endorsement during the policy term, or cancellation of this insurance shall be effective without 30 days prior written notice to the Village.

6.2 The Consultant shall furnish certificates of insurance to the Village prior to the commencement of operations reflecting Village as a named insured and indicating coverage in the type, amount, and classification as required for strict compliance herewith. The Consultant shall not commence work under this Agreement until it has obtained all insurance required herein and provided evidence thereof to the Village.

SECTION 7. MISCELLANEOUS

7.1 Ownership of Documents. Unless otherwise provided by law, any and all load tickets, reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of Village. In the event of termination of this Agreement, any load tickets, reports, photographs, surveys and other data and documents prepared by Consultant, whether finished or unfinished, shall become the property of Village and shall be delivered by Consultant to the Village Manager within seven (7) days of termination of this Agreement by either party. Any compensation due to Consultant shall be withheld until all documents are received as provided herein.
Audit and Inspection Rights and Retention of Records. Village shall have the right to audit the books, records and accounts of Consultant that are related to this Agreement. Consultant shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

Consultant shall preserve and make available, at reasonable times for examination and audit by Village, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), or for the period of time required by any reimbursement agency, whichever is longer, or, if neither is applicable, for a minimum period of five (5) years after termination of this Agreement, unless Consultant is notified in writing by Village of the need to extend the retention period. Such retention of such records and documents shall be at Consultant's expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or five (5) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by Village to be applicable to Consultant's records, Consultant shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Consultant. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Village's disallowance and recovery of any payment upon such entry.

In addition, Consultant shall respond to the reasonable inquiries of successor consultants and allow successor consultants to receive working papers relating to matters of continuing significance.

Consultant shall also provide a complete copy of all working papers to Village, prior to final payment by Village, in accordance with the Request.

Policy of Non Discrimination. Consultant shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. Consultant shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

Public Entity Crime Act. Consultant represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to Village, may not submit a bid on a
contract with Village for the construction or repair of a public building or public work, may not submit bids on leases of real property to Village, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with Village, and may not transact any business with Village in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from Village's competitive procurement activities. In addition to the foregoing, Consultant further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Consultant has been placed on the convicted vendor list.

7.5 **Independent Consultant.** Consultant is an independent consultant under this Agreement. Services provided by Consultant pursuant to this Agreement shall be subject to the supervision of Consultant. In providing such services, neither Consultant nor its agents shall act as officers, employees or agents of Village. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of Consultant. This Agreement shall not constitute or make the parties a partnership or joint venture.

7.6 **Third Party Beneficiaries.** Neither Consultant nor Village intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them. Based upon this Agreement the parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

7.7 **Notices.** Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail postage prepaid return receipt requested or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

**VILLAGE:**

Village Manager
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33036

With a copy to:

Nina L. Boniske, Esq.
Village Attorney
Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
2525 Ponce de Leon Boulevard
Coral Gables, Florida 33134

CONSULTANT:

K. Nelson Lucius, Vice President
Neel-Schaffer
512 Main Street, Suite 415
Fort Worth, TX 76102
(817) 870-2422

7.8 Assignment and Performance. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by Consultant, except with the prior written approval of the Village Manager, which shall be in his or her sole and absolute discretion. In addition, Consultant shall not subcontract any portion of the work required by this Agreement, except with the prior written approval of the Village Manager, which shall be in his or her sole and absolute discretion. A list of all such sub-consultants shall be included in the Proposal or provided upon execution hereof. If additional sub-consultants are to be used during the term of this Agreement, other than those submitted in the Proposal or upon execution, a list of such sub-consultants shall be provided to the Village Manager, subject to his or her approval.

Consultant represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Request and to provide and perform such services to Village's satisfaction for the agreed compensation.

Consultant shall perform its duties, obligations and services under this Agreement in a skillful and respectable manner.

7.9 Conflicts. Neither Consultant nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Consultant's loyal and
conscientious exercise of judgment related to its performance under this Agreement. In furtherance thereof, Consultant represents it has no employment, contractual relationship or other relationship giving rise to any conflict of interest with or vested interest in Village’s current debris recovery consultants.

Consultant agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against Village in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, Consultant agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of Village in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude Consultant or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event Consultant is permitted to utilize sub-consultants to perform any services required by this Agreement, Consultant agrees to prohibit such sub-consultants, by written contract, from having any conflicts within the meaning of this section.

7.10 **Contingency Fee.** Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, Village shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

7.11 **Materiality and Waiver of Breach.** Village and Consultant agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Village's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

7.12 **Compliance with Laws.** Consultant shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement, including, but not limited to the provisions of Federal Highway Administration form 1273 set forth in Exhibit "D" hereof and incorporated herein, any and all additional local, state
and federal regulations pertaining to reimbursement procedures including but not limited to applicable provisions of the Federal Emergency Management Administration, the Federal Highway Administration, and the Florida Department of Transportation, and the provisions listed below.


c. **Davis-Bacon Act:** Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a–7) as supplemented by Department of Labor regulations (29 CFR Part 5).


e. **Clean Air Act:** Compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

7.13 **Severance.** In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless Village or Consultant elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

7.14 **Joint Preparation.** The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

7.15 **Priority of Provisions.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any Exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by
reference and a term, statement, requirement, or provision of this Agreement, the
term, statement, requirement, or provision contained first in the Exhibits hereof
and secondly in Articles 1 through 7 of this Agreement shall prevail and be given
effect.

7.16 Applicable Law and Venue. This Agreement shall be interpreted and construed
in accordance with and governed by the laws of the State of Florida. The parties
submit to the jurisdiction of any Florida state or federal court in any action or
proceeding arising out of, or relating to, this Agreement. Venue of any action to
enforce this Agreement shall be in Monroe County, Florida. The parties expressly
waive all rights to trial by jury for any disputes arising from or in any way
connected with this Agreement. The parties understand and agree that this waiver
is a material term of this Agreement. This Agreement is not subject to arbitration.

7.17 Amendments. No modification, amendment or alteration in the terms or
conditions contained herein shall be effective unless contained in a written
document prepared with the same or similar formality as this Agreement.

7.18 Prior Agreements. This Agreement and its Exhibits constitute the entire
agreement between Consultant and Village, and this document incorporates and
includes all prior negotiations, correspondence, conversations, agreements, and
understandings applicable to the matters contained herein and the parties agree
that there are no commitments, agreements or understandings concerning the
subject matter of this Agreement that are not contained in this document.
Accordingly, the parties agree 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 no modification, amendment or alteration in the terms or
conditions contained here shall be effective unless set forth in writing in
accordance with Section 7.17 above.

7.19 Drug-Free Workplace. Consultant shall maintain a drug-free workplace.

7.20 Incorporation by Reference. The truth and accuracy of each "Whereas" clause
set forth above is acknowledged by the parties. The attached Exhibits are
incorporated hereto and made a part of this Agreement.

7.21 Multiple Originals. This Agreement may be fully executed in two (2) copies by
all parties each of which, bearing original signatures, shall have the force and
effect of an original document.

7.22 Headings. Headings are for convenience of reference only and shall not be
considered in any interpretation of this Agreement.

7.23 Binding Authority. Each person signing this Agreement on behalf of either
party individually warrants that he or she has full legal power to execute this
Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

7.24 **Public Records.** Consultant understands that the public shall have access, at all reasonable times, to all documents and information pertaining to Village contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by Village and the public to all documents subject to disclosures under applicable law. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by Village.

7.25 **Survival of Provisions.** Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.

7.26 **Truth-in-Negotiation Certificate.** Signature of this Agreement by Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

[THIS SPACE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Islamorada, Village of Islands by and through its Village Manager and Neel-Schaffer to execute same, through its President.

VILLAGE:

ISLAMORADA, VILLAGE OF ISLANDS,
A Florida municipal corporation

By: ____________________________
Edward Koconis
Village Manager

By: ____________________________
Ariana S. Lawson
Village Clerk

Approved as to form and legality
For the Use and Benefit of
Islamorada, Village of Islands Only:

Village Attorney
Weiss Serota Helfman
Pastoriza Cole & Boniske, P.L.

CONSULTANT:

By: ____________________________
Name: __________________________
Title: __________________________