

AGREEMENT
BETWEEN
THE CITY OF DELRAY BEACH
AND
THOMPSON CONSULTING SERVICES, LLC
FOR
EMERGENCY DEBRIS REMOVAL MONITORING SERVICES

This is an Agreement ("Agreement"), made and entered into by and between: Delray Beach, a municipal corporation of the State of Florida, hereinafter referred to as "City,"

and

Thompson Consulting Services, a Florida limited liability corporation, hereinafter referred to as "Second Party," (collectively referred to as the "Parties").

WITNESSETH:

In consideration of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

ARTICLE 1
DEFINITIONS AND IDENTIFICATIONS

The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 **Agreement** - This Agreement includes Articles 1 through 9, the exhibits and documents that are expressly incorporated herein by reference.
- 1.2 **Board** - The City Commission of Delray Beach, Florida.
- 1.3 **Contract Administrator** - The Delray Beach City Manager or the Director of the Delray Beach Construction Division. The primary responsibilities of the Contract Administrator are to coordinate and communicate with Second Party and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all Parties

may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.

- 1.4 **City Manager** - The administrative head of City appointed by the Board.
- 1.5 **City Attorney** - The chief legal counsel for City appointed by the Board.
- 1.6 **Project** - The Project consists of the services described in Article 2.

ARTICLE 2 SCOPE OF SERVICES

- 2.1 Second Party shall perform all work identified in this Agreement and Exhibit "A". The Scope of Services is a description of Second Party's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Second Party impractical, illogical, or unconscionable.
- 2.2 Second Party acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

ARTICLE 3 TERM AND TIME OF PERFORMANCE

- 3.1 This contract is in full force and effect on September 27, 2016 and shall continue through September 30, 2019. The City reserves the right to extend the Agreement for two additional one year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City. The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law.
- 3.2 In the event services are scheduled to end due to the expiration of this Agreement, the Second Party agrees that it shall continue service upon the request of the Contract Administrator. The extension period shall not extend for greater than three months beyond the term of the Agreement. The Second Party shall be compensated for the service at the rate in effect when the extension is invoked by the City upon the same terms and conditions as contained in this Agreement as amended. The Chief Purchasing Officer shall notify Second Party of an extension authorized herein by written notice delivered prior to the end of the term of the Agreement.

ARTICLE 4 COMPENSATION

4.1 City will pay Second Party, in the manner specified in Section 4.3, for work actually performed and completed pursuant to this Agreement and billed in accordance with the pricing schedule detailed in Exhibit "D." Second Party acknowledges that this amount is the maximum payable hourly rate and constitutes a limitation upon City's obligation to compensate Second Party for its services related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon Second Party's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.

4.1.1 Second Party acknowledges that the hourly rates set forth in Exhibit "D" is a limitation upon, and describes the maximum extent of, City's obligation, but does not constitute a limitation, of any sort, upon Second Party's obligation to incur expenses or perform the services identified in Article 2.

4.2 PERFORMANCE BOND

Second Party shall execute and deliver to the City, within three business days after notification of activation of the contract, a Cash Deposit, Performance Bond, or Unconditional Irrevocable Letter of Credit payable to the City, in the total amount of Two Hundred Sixty Seven Thousand Six Hundred Dollars (\$267,600.00), as detailed in Exhibit "D."

4.3 METHOD OF BILLING AND PAYMENT

4.3.1 Second Party may submit invoices for compensation no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed. Second Party shall submit with each invoice a Certification of Payments to Subcontractors and Suppliers (Exhibit "B"). The certification shall be accompanied by a copy of the notification sent to each subcontractor and supplier listed in item 2 of the form, explaining the good cause why payment has not been made.

4.3.2 City shall pay Second Party within thirty (30) calendar days of receipt of Second Party's proper invoice, or as required by Florida Law. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the Contract Administrator. Payment may be

withheld for failure of Second Party to comply with a term, condition, or requirement of this Agreement.

- 4.3.3 Second Party shall pay its subcontractors and suppliers within thirty (30) days following receipt of payment from City for such subcontracted work or supplies. If Second Party withholds an amount from subcontractors or suppliers as retainage, such retainage shall be released and paid within thirty (30) days following receipt of payment of retained amounts from City.
- 4.4 Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.
- 4.5 Payment shall be made to Second Party at:

Thompson Consulting Services, LLC
1135 Townpark Avenue
Suite 2101
Lake Mary, Florida 32746

ARTICLE 5 INDEMNIFICATION

Second Party shall at all times hereafter indemnify, hold harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend City, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, Second Party, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against City by reason of any such claim, cause of action, or demand, Second Party shall, upon written notice from City, resist and defend such lawsuit or proceeding by counsel satisfactory to City or, at City's option, pay for an attorney selected by City Attorney to defend City. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due Second Party under this Agreement may be retained by City until all of City's claims for

indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by City.

ARTICLE 6 INSURANCE

- 6.1 Second Party shall maintain at its sole expense, at all times during the term of this Agreement (unless a different time period is otherwise stated herein), at least the minimum insurance coverage designated in Exhibit C, Insurances, in accordance with the terms and conditions stated.

ARTICLE 7 TERMINATION

- 7.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by City, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health, safety, or welfare. If City erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.
- 7.2 This Agreement may be terminated for cause for reasons including, but not limited to, Second Party's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. The Agreement may also be terminated for cause if the Second Party is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or if the Second Party provides a false certification submitted pursuant to Section 287.135, Florida Statutes. This Agreement may also be terminated by the Board:
- 7.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

- 7.4 In the event this Agreement is terminated for convenience, Second Party shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. Second Party acknowledges that it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are, hereby acknowledged by Second Party, for City's right to terminate this Agreement for convenience.
- 7.5 In the event this Agreement is terminated for any reason, any amounts due Second Party shall be withheld by City until all documents are provided to City pursuant to Section 9.1 of Article 9.

ARTICLE 8 NON-DISCRIMINATION

- 8.1 No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Failure by Second Party to carry out any of these requirements shall constitute a material breach of this Agreement, which shall permit the City, to terminate this Agreement or to exercise any other remedy provided under this Agreement, or under the Delray Beach Code of Ordinances or under applicable law, with all of such remedies being cumulative.

Second Party shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as City deems appropriate.

Second Party shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement and shall not otherwise unlawfully discriminate in violation of any State or Federal law. Second Party shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by City, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Second Party shall take affirmative steps to prevent discrimination in employment against disabled persons.

By execution of this Agreement, Second Party represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida

Statutes. City hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle City to terminate this Agreement and recover from Second Party all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

ARTICLE 9 MISCELLANEOUS

9.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City, and, if a copyright is claimed, Second Party grants to City a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Second Party, whether finished or unfinished, shall become the property of City and shall be delivered by Second Party to the Contract Administrator within eight (8) days of termination of this Agreement by either party. Any compensation due to Second Party shall be withheld until all documents are received as provided herein.

9.2 PUBLIC RECORDS

9.2.1 IF THE SECOND PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SECOND PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, CITY CLERK, 100 N.W. 1ST AVE., DELRAY BEACH FLORIDA.

9.2.2 Second Party shall comply with public records laws, specifically to:

- i. Keep and maintain public records required by the City to perform the service.
- ii. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute or as otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as

authorized by law for the duration of the Agreement term and following completion of the Agreement if the Second Party does not transfer the records to the City.

- iv. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Second Party or keep and maintain public records required by the City to perform the service. If the Second Party transfers all public records to the City upon completion of the Agreement, the Second Party shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Second Party keeps and maintains public records upon completion of the Agreement, the Second Party shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- v. If the Second Party does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

9.3 INSPECTOR GENERAL.

Second Party is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from Second Party and its sub licensees and lower tier sub licensees. Second Party understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Second Party or its sub licensee or lower tier sub licensees to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Agreement justifying its termination.

9.4 AUDIT RIGHTS, AND RETENTION OF RECORDS

City shall have the right to audit the books, records, and accounts of Second Party and its subcontractors that are related to this Project. Second Party and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of Second Party and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Second Party or its subcontractor, as applicable, shall make same available at no cost to City in written form.

Second Party and its subcontractors shall preserve and make available, at reasonable times for examination and audit by City, 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, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Second Party shall ensure that the requirements of this Section 9.3 are included in all agreements with its subcontractor(s).

9.5 TRUTH-IN-NEGOTIATION REPRESENTATION

Second Party's compensation under this Agreement is based upon representations supplied to City by Second Party, and Second Party certifies that the information supplied is accurate, complete, and current at the time of contracting. City shall be entitled to recover any damages it incurs to the extent such representation is untrue.

9.6 PUBLIC ENTITY CRIME ACT

Second Party 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 City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City 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 by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

In addition to the foregoing, Second Party 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 Second Party has been placed on the convicted vendor list.

9.7 INDEPENDENT CONTRACTOR

Second Party is an independent contractor under this Agreement. Services provided by Second Party pursuant to this Agreement shall be subject to the supervision of Second Party. In providing such services, neither Second Party nor its agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Second Party or Second Party's agents any authority of any kind to bind City in any respect whatsoever.

9.8 THIRD PARTY BENEFICIARIES

Neither Second Party nor City intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

9.9 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 sent by commercial express carrier with acknowledgement of delivery, 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:

For City:

City Manager
City Hall
100 N.W. 1st Avenue
Delray Beach, Florida 33444

For Second Party:

Thompson Consulting Services, LLC
1135 Townpark Avenue
Suite 2101
Lake Mary, Florida 32746

9.10 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party. In addition, Second Party shall not subcontract any portion of the work required by this Agreement, except as may specifically provided for herein. Notwithstanding the Termination provision of this Agreement, City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Second Party of this Agreement or any right or interest herein without City's written consent.

Second Party represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Second Party shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Second Party's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

9.11 CONFLICTS

Neither Second Party nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Second Party's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

None of Second Party's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Second Party is not a party, unless compelled by court process. Further, 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 City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Second Party or any persons in

any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Second Party is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Second Party shall require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Second Party.

9.12 MATERIALITY AND WAIVER OF BREACH

Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof.

City'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.

9.13 COMPLIANCE WITH LAWS

Second Party shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

9.14 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 City or Second Party elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days of final court action, including all available appeals.

9.15 JOINT PREPARATION

The Parties and their counsel have participated fully in the drafting of this Agreement and acknowledge 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. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

9.16 INTERPRETATION

The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

9.17 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 Articles 1 through 9 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 9 shall prevail and be given effect.

9.18 LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All Parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Fifteenth Judicial Circuit in Palm Beach County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, SECOND PARTY AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

9.19 AMENDMENTS

The Parties may amend this Agreement to conform to changes in federal, state, or local laws, regulations, directives, and objectives. 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 and executed by the Board and Second Party or others delegated authority to or otherwise authorized to execute same on their behalf.

9.20 PRIOR AGREEMENTS

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

9.21 PAYABLE INTEREST

9.21.1 Payment of Interest. Except as required by the Prompt Payment laws, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Second Party waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

9.21.2 Rate of Interest. In any instance where the prohibition or limitations of Section 9.21.1 are determined to be invalid or unenforceable, the annual rate of interest payable by City under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

9.22 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the Parties. All Exhibits are incorporated into and made a part of this Agreement.

[Remainder of page intentionally left blank]

9.23 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

9.25 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

ARTICLE 10 ORDER OF PRECEDENCE

The documents listed below are a part of this Agreement and are hereby incorporated by reference. In the event of inconsistency between the documents, unless otherwise provided herein, the terms of the following documents will govern in the following order of precedence:

- A. Terms and conditions as contained in this Agreement;
- B. RFP No. 2016-058, Emergency Debris Removal Monitoring, dated June 20, 2016, and all its addenda;
- C. Second Party's response to RFP No. 2016-058, Emergency Debris Removal Monitoring, and any subsequent information submitted by Second Party during the evaluation process.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: City through its Board, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 20____, and Second Party, signing by and through its _____, duly authorized to execute same.

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

City Clerk

By _____
Cary D. Glickstein, Mayor

_____ day of _____, 20____.

APPROVED AS TO FORM:

Janice Rustin, Interim City Attorney

AGREEMENT BETWEEN DELRAY BEACH, FLORIDA

AND

THOMPSON CONSULTING SERVICES, LLC

SECOND PARTY

WITNESS:

(Signature)

(Printed name)

WITNESS:

(Signature)

(Printed name)

By _____
(Signature)

(Printed name, Title)

____ day of _____, 20____

(SEAL)

EXHIBIT A SCOPE OF SERVICES

1.0 SCOPE

This Scope of Work describes and defines the services which are required for the execution of paper and automated debris removal monitoring for the City. The Second Party shall provide all services described herein. Activities include, but are not limited to, monitoring the following - field operations regarding all storm 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. Roads and other City facilities will be identified by the City and direction will be given to the Contractor for clearing these roads and facilities and act in accordance with the City Debris Management Plan. The City reserves the right to add or delete services depending upon the requirements to effectively monitor activities of any given emergency event. While this Scope of Work provides for debris monitoring services, no work is guaranteed. The City, 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 City.

2.0 GENERAL SERVICES

The City does not provide Second Party with any guarantee of the minimum or maximum amounts of work under this Agreement. Second Party will provide services to include, but not be limited to the following:

- A. Provide reporting and documentation as required by FHWA and FEMA for all debris removal monitoring operations to ensure reimbursement to the City from the appropriate agency.
- B. Provide services to include, but not be limited to, debris management plan preparation, training with City staff, as well as participation in the exercising of developed plan, serving as a liaison in the City's Emergency Operations Center. Pre-event planning information shall be included in the annual plan of operations.
- C. Be responsible for tracking all of the contract costs and adhering to the 'not to exceed' limit as defined. Proper notification must be given to the City as costs approach this limit. NOTE: No adjustment to hourly costs/pricing submitted due to increases or decreases in estimated quantities or fuel costs will be allowed.
- D. Only begin upon authorization by the City.

3.0 DEFINITIONS

City: The incorporated geographical area within the City of Delray Beach.

Consultant: The Second Party (entity) which includes employees, partners, principals, agents and assignees who are a party to the Agreement for the purpose of providing services.

Data Manager: Manager of data collected from monitoring operations and employed by the Consultant.

Debris: Debris is scattered items and materials broken, destroyed, or displaced which is generated by an event and is located within a designated area.

Debris Collection Monitor: Employee(s) of the Consultant who observes the Debris Removal

Contractor removing debris from assigned areas.

Debris Management Plan: The plan establishes policies, procedures, and guidelines for recovery from debris generating disaster events.

Debris Removal Contractor: A person or entity, including employees, partners, principals, agents and assignees that are under contract with the City to remove storm deposited debris according to federal and State guidelines.

Disposal Site Monitor: A Disposal Site Monitor is the designated Consultant employee(s) assigned to the debris disposal site to manage disposal operations and monitor debris removal contractor's performance. The duties include, but are not limited to, ensuring the debris is eligible, to quantify and accurately document debris loads consistent with FEMA and FHWA guidelines.

City Debris Manager: A City staff member who functions as the City point of contact and is responsible for providing overall supervision of debris clearance, removal, and disposal operations.

Emergency Operations Center (EOC): A central command and control facility responsible for carrying out the principles of emergency preparedness and emergency management, disaster management functions at a strategic level in an emergency situation.

Exit Site Monitor: Employee(s) of the Consultant who observe outbound trucks at Temporary Debris Management sites.

Federal Emergency Management Agency (FEMA): A funding source to the City for activities during an event declared a disaster by the Governor of Florida and/or the President of the United States, as applicable and in accordance with FEMA Moving Ahead for Progress in the 21st Century (MAP-21) as may be revised or replaced during the Agreement period.

Federal Highway Administration (FHWA): Through the Emergency Relief program administered by FHWA, 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.

Field Operations Manager: Employee of the Consultant who oversees Debris Removal Contractor(s) and general field operations including monitors and data managers.

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

Incident Command System (ICS): A standardized on-scene incident management concept designed specifically to allow responders to adopt an integrated organizational structure equal to the complexity and demands of any single incident or multiple incidents without being hindered by jurisdictional boundaries.

National Incident Management System (NIMS): A standardized approach to incident management developed by the Department of Homeland Security.

Notice to Proceed: A written notice issued to the Consultant by the City establishing the date on which services outlined will commence.

Project Manager: A member of Consultant's team who functions as the point of contact for the City responsible for the overall project management and coordination of the debris monitoring services required to oversee the debris removal operations.

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

Temporary Debris Management Sites: A Florida Department of Environmental Protection (FDEP) 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.

Ticket Manager: A member of Consultant's team who is responsible for overseeing the electronic ticket processing.

4.0 PERSONNEL QUALIFICATIONS

- 4.1 Data Manager: Must have two years' experience working with a relational database management system. The Data Manager will work under the supervision of the Project Manager.
- 4.2 Debris Collection Monitors, Exit Site Monitors, and Disposal or Tower Monitors: Must have a High School Diploma or GED, and be trained on Debris Operations.
- 4.3 Field Operations Manager: Must have a minimum of two years' experience in disaster debris management.
- 4.4 Project Manager: Must have a minimum of five years' experience in disaster debris management. Project Manager must also be a permanent staff employee of the consultant.
- 4.5 Debris Monitoring Project Manager and Field Supervisors/Managers: Must be trained at the appropriate ICS level according to their job assignment and the NIMS Training Matrix.

5.0 SERVICES TO BE PROVIDED BY THE CONSULTANT

5.1 *Administration*

The listed services shall be performed by the Consultant:

- 5.1.1 Ensure daily reports are provided to the City Debris Manager or designee and other key City personnel 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.
- 5.1.2 Assist the City in performing:
 - a) Contract Administration
 - b) Damage Assessment
 - c) Environmental Permitting of temporary debris management sites
 - d) Truck Certification
 - e) Debris Removal Monitoring
 - f) Quality Assurance and Quality Control of all documentation pertaining to debris removal monitoring
 - g) Assist the City in responding to public inquiries
 - h) Be available to address questions from FEMA and FHWA both during and after services have been performed
 - i) Perform all services in compliance with all Federal, State, and local laws, including, but not limited to, any applicable requirements of 44 CFR Chapter 1 and 2 CFR 200.
- 5.1.3 Provide assistance as needed pre-event which may require Consultant to be on location in the City.

5.2 ***Debris Monitoring Operations***

The Consultant shall coordinate with the City to schedule debris removal monitoring and contractor operations.

The Consultant shall provide a Project Manager who shall be responsible for the overall project management and coordination of the debris monitoring services required and to oversee the debris removal operations. The Project Manager shall be the point of contact to the City. The Project Manager shall assign Field Operations Manager(s) in overseeing the debris removal contractor(s), monitors, and the Data Manager who will provide supervision of the data entry operations and documentation process. The Project Manager's duties include but are not limited to the following:

- 5.2.1 Ensure a sufficient number of trained debris monitors are available to monitor the "first push" (cut & toss) operations.
- 5.2.2 Ensure a sufficient number of trained debris monitors are available to monitor all "first pass" and subsequent passes of debris removal and hauling activities.

- 5.2.3 Provide tower/disposal site monitors to observe and record all debris loads entering the temporary debris management sites.
- 5.2.4 Provide tower/disposal site monitors to observe and record all debris loads exiting the temporary debris management sites for final disposal.
- 5.2.5 Provide data entry and document processing personnel if applicable.
- 5.2.6 Conduct safety meetings with field staff, as necessary.
- 5.2.7 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.
- 5.2.8 Coordinate daily briefings with the City and the debris removal contractor(s), daily status reports of work process and staffing.
- 5.2.9 Ensure the documentation of environmental authorizations and/or permits for temporary debris management sites and final disposal.
- 5.2.10 Review and reconcile debris removal contractor invoices submitted to the City.
- 5.2.11 Prepare interim operations and status reports, and final report, as directed by the City.

5.3 ***Field Monitoring***

The Consultant shall provide trained staff in sufficient numbers to adequately monitor all operations (Monitors) supervised by Field Operations Managers. Duties of Monitors shall include, but are not limited to, the following:

- 5.3.1 Truck certification and documentation of all vehicles used in the debris removal activities.
- 5.3.2 Quality assurance/quality control (QA/QC) of truck certification measurements throughout life of project.
- 5.3.3 Monitoring services and documentation of all eligible debris removal activities on non-Federal Aid eligible roadways, as Directed by the City – First Push (Cut & Toss) and First Pass.
- 5.3.4 As directed by the City, provide monitoring services and documentation of all eligible debris removal activities from second and subsequent passes on all roadways.

- 5.3.5 Ensure that ineligible debris is not collected by the debris removal contractor, unless directed in writing by the City.
- 5.3.6 Disposal Site/Tower Monitors will observe and record the truck quantity estimates of inbound and outbound debris.
- 5.3.7 Exit Site Monitors will observe that all outbound trucks are fully discharged of their load prior to exit of the temporary debris management site.
- 5.3.8 Ensure that accurate, legible, and complete documentation is provided through load tickets, truck certifications, and/or other logs and reports, as required.
- 5.3.9 Maintain photo documentation of the debris removal trucks and activities, specifically of the hazardous stump removal process, hangers, leaners, or tree removal and/or other special or unusual occurrences in the field.
- 5.3.10 Document and report activities to the City which may require remediation, such as: fuel spills, hazardous materials collection locations, and other similar environmental concerns.
- 5.3.11 Document and report to the City damages which occur on public or private property as a result of the debris removal operations.
- 5.3.12 Document and report to the City any violations of Department of Environmental Protection's (DEP) debris site conditions.
- 5.3.13 If DEP debris site conditions are violated the Consultant shall oversee tasks sufficient to satisfy the DEP performed by the debris removal contractor.

5.4 Data Management and Documentation

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

- 5.4.1 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.
- 5.4.2 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.

- 5.4.3 Completion of truck certifications, equipment certifications, and establishment of a QA/QC program throughout the life of the project.
- 5.4.4 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.
- 5.4.5 Documentation of eligible hazardous stump removal, hangers, leaners, or tree removal which includes photos, GPS coordinates street or milepost identifier, and/or other information as available and applicable.
- 5.4.6 Environmental authorizations and/or permits, as applicable.
- 5.4.7 Daily electronic spreadsheet summaries of cubic yards/tons collected by Federal program. The daily summary shall be communicated to the City Emergency Coordination Officer or designee.
- 5.4.8 Production in electronic format (scanned) and paper copies of all documentation for submittal to federal and/or State agencies.
- 5.4.9 Provide certified weigh master if necessary.
- 5.4.10 Assist the City in creating field maps using GIS, as well as track and present contractor progress in GIS.
- 5.4.11 Organize, maintain, and provide the City electronic copies of documentation in a satisfactory manner. All documentation and information related to the project shall be surrendered to the City upon completion of the project.

The Consultant may exercise the option to utilize automated debris monitoring and if chosen, the Consultant must comply with regulatory requirements specific to automated debris monitoring.

5.5 *Equipment Requirements*

- 5.5.1 Data Storage Media – Debris management data will be stored and transferred on encryption protected removable data storage media. All data media will be provided by the Consultant. Data must include a unique user ID which identifies the user's role, limits the user's ability to collect or validate information, etc. and employs an anti-tampering mechanism. Consultant shall provide media to each person performing a

debris mission role that results in data collection, i.e., drivers, ticket managers, etc.

- 5.5.2 Handheld Units (HHU) - The Consultant will provide weather proof and shock resistant handheld units (HHU) for recording debris management data in the field. These HHU devices will be capable of writing data to, and reading data from, the removable data storage media. HHUs shall have the capability to determine locations by GPS and the capability to write GPS coordinates to the removable media. The HHUs will perform three functions: (1) Recording of initial load data information, (2) verification of vehicle certification, and recording of debris type and quantity and (3) All field units will be operated by stand-alone power sources which will allow the units to perform uninterrupted for a shift.
- a) HHUs capable of recording truck certification data onto driver removable media are used at the truck certification area. Truck certification records will include truck measurements, Truck ID, Driver ID and a digital photograph of the truck and trailers.
 - b) HHUs capable of recording user ID information, including a unique user ID, digital photograph and any additional user information required for system operation.
 - c) GPS- HHU units shall have integrated GPS capability. GPS readings (accuracy within 3 meters of the HHU) shall automatically be recorded without any additional manual effort each time the HHU unit records and retrieves information related to the debris mission. External GPS units shall have reliable connectivity to the HHU and be rugged and durable.
- 5.5.3 Durable Printer – The Consultant shall provide a durable printer to print load tickets at the request of the City. Once the tower manager completes the load data entries the information shall be transmitted to the printer. The printer will print a minimum 2 copies of the ticket. Two copies shall be given to the driver (one copy for the driver and the other for the prime contractor). The HHU should have program flexibility to alter the number of printed tickets. The printed ticket paper and print shall be of a quality that the print is not affected by harsh weather conditions and does not fade over time, nor smear or deteriorate due to moisture or UV rays. All field units will be operated by stand-alone power sources which will allow the units to perform uninterrupted for a minimum of a shift.
- 5.5.4 Server(s) – The Consultant shall provide computer servers for the storage and maintenance of records. The data contained in the Consultant's database shall be placed on the Internet for controlled use, and be password protected by the Consultant. Upon completion of the work, the

consultant shall surrender the records to the City who shall maintain the official database and records on its government furnished secure server. Access to the City server is limited to "Official Use Only". The City server is provided and maintained by the City.

5.5.5 Back-up equipment – In the event of equipment malfunction, loss or damage, the Consultant shall assure a sufficient supply of replacement equipment and personnel are available such that production is not affected. The back-up equipment shall be readily available on-site for rapid distribution.

5.5.6 GIS – GIS mapping shall be provided by the Consultant from the most current source(s) available. This information shall be used as a base map to visually illustrate work zones, ticket and tower personnel locations and activities, work progress, historically and/or environmentally sensitive areas, geospatial data and other mission informational needs from the data gathered by the HHUs.

5.5.7 Internet Accessible database – The Consultant will establish a web based database which is updated daily if not real-time. The data shall be accessible, by permission only, to sub-contractors, local and state officials and others on a "need to know" basis. Database access will be role-based and no direct access to the data tables shall be allowed, unless approved by the City.

5.6 General Statement of Automated Debris Monitoring System (ADMS) Parameters

5.6.1 The system must generate an electronic load tickets at the point of debris loading into the transport container. Paper tickets are optional. At a minimum, the system must produce a load ticket must exhibiting the following characteristics:

5.6.1.1 Allow creation of point of origin load data only when position is known and credentials have been authenticated

5.6.1.2 Automatically record date and time and other relevant point of origin data

5.6.1.3 Systems writes point of origin load data using encrypted storage algorithms

5.6.1.4 Records Right Of Entry (ROE) or work order number

5.6.1.5 Documents ticket/tower personnel credentials with point of origin load data

5.6.1.6 Acknowledge successful data capture

5.6.1.7 Record digital images of debris, location, and / or other images selected by user.

- 5.6.2 Duplicate databases for internet and government use
- 5.6.3 Only two elements of the traditional debris paper load ticket (debris type and load call) are manually entered.
- 5.6.4 Uses global positioning system (GPS) & GIS technologies to automatically determine the most direct haul route from loading site to disposal site and records mileage.
- 5.6.5 Evaluation of daily event status, production information, and performance information using web-based reporting, off the shelf software, and GIS tools.
- 5.6.6 Coordination of contractor invoices, FEMA documentation and applicant payment processes enabled thru an integrated database management system.
- 5.6.7 The ticket/tower applications at a minimum must include:
 - 5.6.7.1 Ticket/tower monitor electronic registration
 - 5.6.7.2 Generate, document, track, and manage unique encrypted identification data for employed personnel
 - 5.6.7.3 Link designated ticket/tower personnel roles to a specific mission
 - 5.6.7.4 The ability to edit ticket/tower personnel roles such as create, update and delete
 - 5.6.7.5 Assign and track equipment used in debris hauling and reduction
 - 5.6.7.6 Store ticket/tower personnel contact information relative to the mission
 - 5.6.7.7 Track and Manage ticket/tower personnel role and status
 - 5.6.7.8 Reject invalid ticket/tower personnel credentials
 - 5.6.7.9 Reject invalid certification credentials
- 5.6.8 Truck certification is used to register authorized debris hauling vehicles and equipment. As a minimum, the following must be included:
 - 5.6.8.1 A means of electronically registering authorized debris contractor vehicles and equipment
 - 5.6.8.2 Link electronic registration to digital images
 - 5.6.8.3 Identify mission and governmental entity
 - 5.6.8.4 Document and record unique identification data for contractor vehicles and equipment
 - 5.6.8.5 Utilize uniform measurements e.g. feet and inches
 - 5.6.8.6 Capture vehicle volume
 - 5.6.8.7 Utilize industry standard equations for all volume calculations
 - 5.6.8.8 Capture drivers and certification team member unique identification number
 - 5.6.8.9 Recertify vehicles
 - 5.6.8.10 Recertified vehicles must be recorded in an audit table
 - 5.6.8.11 Certification data must be associated to authorized system user

- 5.6.8.12 Reject vehicles which are not associated with current event and applicant
- 5.6.8.13 Capture vehicle audit records
- 5.6.8.14 Create a printed certification record
- 5.6.8.15 Administrative reporting capabilities
- 5.6.9 Completed right-of-way (ROW), ROE and Per-unit point of origin transactions must be received at the approved disposal site. At a minimum, the disposal site management application must provide the capability to:
 - 5.6.9.1 Accept site configuration data at the beginning of each work day
 - 5.6.9.2 Dynamically configure receiving application based on site configuration data
 - 5.6.9.3 Display certification data and photo for ticket/tower personnel to perform a field audit of truck/trailer to assure they matches certification and placard number
 - 5.6.9.4 Designate debris type
 - 5.6.9.5 Record debris volume (based on unit of measure for the contract task order)
 - 5.6.9.6 Identify original load data and create hard copy
 - 5.6.9.7 Create load data record in internal storage
 - 5.6.9.8 Create backup copy of internal storage
 - 5.6.9.9 Continuously calculate and present real-time disposal site statistics
 - 5.6.9.10 Re-print load ticket data
 - 5.6.9.11 Preserve in its original state, then transmit daily transaction data
 - 5.6.9.12 Associate ticket/tower personnel credentials with each received load
- 5.6.10 Perform administrative duties, verify vehicle audit information, display real-time collection volumes, and review ticket/tower personnel GPS audit logs. At a minimum, the field administrative applications must provide the capability to:
 - 5.6.10.1 Change ticket/tower personnel identification roles and responsibilities
 - 5.6.10.2 Review total CY counter value
 - 5.6.10.3 Audit vehicle certification data
 - 5.6.10.4 Validate/Invalidate equipment and personnel
 - 5.6.10.5 Reinitiate security sequence for ticket/tower personnel
 - 5.6.10.6 In tabular format, display the results of ticket/tower GPS audit files by limiting access to the internet data or by the government secure server

- 5.6.11 Transactional data must be summarized, validated, presented and audited to provide an overall status of mission performance. The Data Consolidation applications must facilitate billing, error reporting, performance tracking and graphical data preparation. At a minimum, the Data Consolidation tools must provide the capability to:
 - 5.6.11.1 Accept transactional data sets from multiple debris location systems
 - 5.6.11.2 Recognize multiple mission/applicant configurations
 - 5.6.11.3 Grant access to authorized authenticated users or processes
 - 5.6.11.4 Contain a master record of:
 - 5.6.11.4.1 Roles and responsibilities
 - 5.6.11.4.2 Ticket/tower personnel credentials and other data
 - 5.6.11.4.3 Certification credentials and other data
 - 5.6.11.4.4 Mission data
 - 5.6.11.4.5 Applicant data
 - 5.6.11.4.6 Geospatial data
 - 5.6.11.4.6.1 Street centerlines
 - 5.6.11.4.6.2 County outlines
 - 5.6.11.4.6.3 Population and demographic
 - 5.6.11.4.6.4 Elevation
 - 5.6.11.4.6.5 Wetlands delineation
 - 5.6.11.4.6.6 Historic and environmentally sensitive areas
 - 5.6.11.4.6.7 Debris work zones
 - 5.6.11.4.6.8 Parcel data
 - 5.6.11.4.6.9 Land use
 - 5.6.11.4.6.10 FEMA flood zones
 - 5.6.11.5 Thematic mapping techniques to distinguish different data by color and/or symbol
 - 5.6.11.6 Identify data attributes for a single point of data
 - 5.6.11.7 Select one or many points of data
 - 5.6.11.8 Calculate operational efficiency statistics such as:
 - 5.6.11.8.1 Trip turnaround time
 - 5.6.11.8.2 Trip distance to disposal site (straight line projection)
 - 5.6.11.8.3 Average container fill percentage
 - 5.6.11.8.4 Average tower manager load call
 - 5.6.11.8.5 Load call trend data (e.g., by tower managers, contractor, sub-contractor, driver)
 - 5.6.11.9 Multiple data selections generate tabular data reports
 - 5.6.11.10 Filter mechanisms to highlight geospatial data
 - 5.6.11.11 Role based security
 - 5.6.11.12 Prevent distributed data from being reprocessed for billing purposes

- 5.6.11.13 Identify billing data sets based on parameters such as:
 - 5.6.11.13.1 Time/Date
 - 5.6.11.13.2 Contractor/Subcontractor
 - 5.6.11.13.3 Debris type
 - 5.6.11.13.4 Debris disposal method (e.g., haul-in, reduction, open burn, incineration, haul-out, leave in place)
 - 5.6.11.13.5 Haul distance
- 5.6.11.14 Prevent modification to original data by unauthorized or unauthenticated users
- 5.6.11.15 Insert audit records for modifications to original data by authorized, authenticated users

5.7 Functional Specifications and System Architecture

- 5.7.1 Ticket/Tower Managers – Personnel Registration, Administration and Management: The system shall have the capability to manage user roles. The majority of the system users will be either ticket or tower managers. At a minimum, the system must have the following capabilities:
 - a) A means to create encryption protected electronic media with unique User ID, digital photograph, user roles and other identifying data
 - b) Electronic registration of ticket/tower monitor
 - c) Link designated ticket/tower personnel roles to a specific mission
 - d) The ability to edit ticket/tower personnel roles i.e., create, update and delete
 - e) Store ticket/tower personnel contact information relative to the mission
 - f) Track and Manage ticket/tower personnel role and status
 - g) Assign and track equipment assigned to the user
 - h) Reject invalid ticket/tower personnel credentials
 - i) Reject invalid certification credentials
- 5.7.2 Truck Certification: The system shall have the capability to record truck and trailer certification data. Truck certification is used to register authorized debris hauling vehicles and equipment. At a minimum, the following must be included:
 - a) A means of electronically registering authorized debris Consultant vehicles and equipment
 - b) Link electronic registration to digital images
 - c) Identify mission and respective City
 - d) Generate unique identifications (ID's) for contractor vehicles and equipment
 - e) Utilize uniform measurements (e.g. feet, inches)
 - f) Capture vehicle volume
 - g) Utilize industry standard equations for all volume calculations

- h) Capture drivers and certification team member unique identification number
- i) A means to create encryption protected electronic driver removable media with unique Truck ID, digital photograph, truck and/or trailer measurements, vehicle volume, and other identifying data
- j) Must depict image and other identifying data
- k) Must contain counter area for total cubic yards hauled
- l) Must employ anti-tampering mechanism
- m) Capability to recertify vehicles
- n) Recertified vehicles must be recorded in an audit table
- o) Certification data must be associated to authorized system user
- p) Reject media which are not associated with current event and applicant
- q) Capture vehicle audit records
- r) Create a printed certification record
- s) Administrative reporting capabilities

5.7.3 ROW Debris Management: ROW transactional data must be captured, stored, validated, audited, reported and transmitted to mission managers, haulers and applicants. At a minimum, the application must exhibit the following characteristics:

- a) Allow creation of point of origin load data on encryption protected driver media when position is known and credentials have been authenticated
- b) Capture date and time and other relevant point of origin data
- c) Validate media is present in system and configured to receive data
- d) Designate debris type
- e) Designate debris location as Federal Aid or Non-Federal Aid
- f) Designate first pass and subsequent passes
- g) Write point of origin load data using encrypted storage algorithms
- h) Associate ticket/tower personnel credentials with point of origin load data
- i) Acknowledge successful card write via display status message
- j) Provide user configurable time option for GPS audit
- k) Detect current location using GPS and store data to secure memory location
- l) Provide capability to add digital image if debris is other than vegetative or C&D

5.7.4 Debris Disposal Site Management: Completed ROW, and Per-unit point of origin transactions must be received at the approved disposal site. Transactions are not considered complete until they are processed thru the receiving applications. At a minimum, the system must provide the capability to:

- a) Accept site configuration data at the beginning of each work day

- b) Dynamically configure receiving application based on site configuration data
- c) Display certification data and photo from driver smart card so that ticket/tower personnel can perform a field audit of truck and trailer to assure data matches certification and placard number
- d) Accept loads where:
 - i. Mission and applicant are valid
 - ii. Media authentication data is valid and unaltered
 - iii. Media contains valid load data
- e) Designate debris type
- f) Record debris volume (based on unit of measure)
- g) Receive volume or per unit loads
- h) Identify original load data
- i) Identify duplicate load data
- j) Configure number of hard copies
- k) Create load data record in internal storage
- l) Create backup copy of internal storage
- m) Prepare driver media for next load
- n) Increment driver smart card based on total cubic yard (CY) counter value
- o) Continuously calculate and present real-time disposal site statistics
- p) Re-print load ticket data
- q) Interface with durable outdoor printer
- r) Preserve in its original state, then transmit daily transaction data
- s) Associate ticket/tower personnel credentials with each received load

5.7.5 Field Administrative Functions: The system must have the capability to perform administrative duties in the field. Requirements include the capability to edit user roles, verify vehicle audit information, display real-time collection volumes, and review ticket/tower personnel GPS audit logs. At a minimum, the system must provide the capability to:

- a) Change ticket/tower personnel identification badge roles and responsibilities
- b) Review media total CY counter value
- c) Audit vehicle certification data
- d) Validate/Invalidate smart cards
- e) Reinitiate security sequence for ticket/tower personnel or media
- f) In tabular format, display the results of ticket/tower GPS audit files by limiting access to the internet data or by the Department secure server

5.7.6 Data Consolidation and Analysis/Reports Generation: Transactional data must be summarized, validated, presented and audited to provide an overall status of mission performance. The system must facilitate billing, error reporting, performance tracking and graphical data preparation. At a minimum the Data Consolidation/Data Storage and Data Analysis/Reports tools must provide the capability to:

- a) Accept transactional data sets from multiple debris location systems

- b) Recognize multiple mission/applicant configurations
- c) Grant access to authorized authenticated users or processes
- d) Contain a master record of:
 - i. Roles and responsibilities
 - ii. Ticket/tower personnel credentials and other data
 - iii. Certification credentials and other data
 - iv. Mission data
 - v. Applicant data
 - vi. Geospatial data:
 - 1) Street centerlines
 - 2) City outlines
 - 3) Population and demographic
 - 4) Elevation
 - 5) Wetlands delineation
 - 6) Historic and environmentally sensitive areas
 - 7) Debris work zones
 - 8) Parcel data
 - 9) Land use
 - 10) FEMA flood zones
- e) Graphically depict:
 - i. Load locations by contractor
 - ii. Load locations by subcontractor
 - iii. Load locations by driver
 - iv. Load locations by ticket/tower personnel
 - v. Load locations by date range
 - vi. Load locations by zone
 - vii. Load locations by municipality
 - viii. Load locations by applicant
 - ix. Load locations by mission
 - x. Load locations by debris type
 - xi. Load locations by disposal site
 - xii. Load locations by federal, State and private roads
 - xiii. Load locations by land use
 - xiv. Load locations by disposal site
- f) Thematic mapping techniques to distinguish different data by color and/or symbol
- g) Identify data attributes for a single point of data
- h) Select one or many points of data
- i) Calculate operational efficiency statistics such as:
 - i. Trip turnaround time
 - ii. Trip distance to disposal site (straight line projection sorted by 0 - 15 miles, 16 – 30 miles, 31 - 60 miles and greater than 61 miles)
 - iii. Average container fill percentage
 - iv. Average tower manager load call
 - v. Load call trend data (e.g., by tower managers, contractor, sub-contractor, driver)
- j) Dynamically configure user interface in response to point data selection to limit user authorities
- k) Multiple data selections generate tabular data reports

- l) Filter mechanisms to highlight geospatial data
- m) Control data access using role based security
- n) User interface and access to underlying system data must dynamically configured at run time through the presentation of appropriate user credentials
- o) Manage data ownership
- p) Provide access based on security role model
- q) Identify and distribute “owned” transactional datasets to limit internet access to the website data to view only your data
- r) Prevent distributed data from being reprocessed for billing purposes
- s) Identify billing data sets based on parameters such as:
 - i. Time/Date
 - ii. Contractor/Subcontractor
 - iii. Debris type
 - iv. Debris disposal method (e.g., haul-in, reduction, open burn, incineration, haul-out, leave in place)
 - v. Haul distance
- t) Route billing data sets via defined and customizable workflow rules
- u) Approved billing data sets
- v) Communicate general event status to include, but not be limited to the following:
 - i. Total CY hauled (by debris type)
 - ii. Total CY by disposal site
 - iii. Total CY by contractor/subcontractor
 - iv. Total CY by work zone/sector
 - v. Total CY by municipality
 - vi. Total CY by Federal, state and private roads
 - vii. Total CY by certified vehicle
 - viii. Number of vehicles utilized
 - ix. Number of ticket/tower personnel resources assigned
- w) Manage user roles, responsibilities and passwords
- x) Prevent modification to original data by unauthorized or unauthenticated users
- y) Insert audit records into audit tables for all insertions, modifications, and deletions to original data

- 5.7.7 Field Architecture – The field based system must be characterized by the following general statements of direction with respect to construction, operability, supportability and security. At a minimum, the system must:
- a) Require user authentication credentials
 - b) Display current version at application start-up
 - c) Synchronize with Greenwich Mean Time (GMT) for all date/time fields
 - d) System must utilize location specific configuration data to initiate a warm start sequence for global positioning system
 - e) System must remain in a ready state by default
 - f) Acknowledge successful card write via display status message
 - g) Create identification structures which utilize encryption technologies
 - h) Employ anti-tamper and anti-tearing methods and technologies

- i) Where applicable, utilize 3 data encryption standard (DES) data encryption technologies to protect data
- j) Perform validation and checksum (a running production total of cubic yards or appropriate payment capacity) stored on each debris vehicle's removable media).

5.7.8 Back-office Architecture – At a minimum, the back-office applications must be characterized by the following general statements of direction with respect to construction, operability, supportability and security.

- a) Utilize relational database technology
- b) Employ geospatial analysis tools for data visualization
- c) Enable audit ability for:
 - i. Data insertion
 - ii. Data modification
 - iii. Data deletion
- d) Prevent field and row level data deletion
- e) All access to data must be controlled
- f) Store certification and other identification data using encrypted relational technology
- g) Reside in a secure internet environment
- h) Preserve base transactional data in its original state prior to processing or consolidation with other data

5.7.9 Initial Startup Procedure For Debris Removal – Debris missions are critical to emergency response and the Consultant should be adequately prepared to respond.

5.8 **Reporting**

The City requires the Consultant to provide daily status reports, unless otherwise specified, of the debris removal operations, preparation of interim reports, as directed by the City, as well as a final report of the debris removal operations.

5.8.1 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.

5.8.2 An interim status report may be required at the discretion of the City. A final report covering the history of the operations, the locations 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.

5.9 **Permits**

5.9.1 Assist the City with any permit applications and coordination with environmental agencies.

5.9.2 Assist the City with any pre or post sampling of soil or groundwater.

5.9.3 Monitor compliance by the contractors to any permit requirements.

5.10 **Meetings and Communication**

5.10.1 Conduct daily meetings with the City and the Debris Removal Contractor.

5.10.2 Conduct field meetings as needed.

5.11 **Preparedness, Training, Planning, and Exercises**

5.11.1 Assist in disaster recovery plan development.

5.11.2 Provide training, participate in exercises, review and assist with debris plan updates, and visit with City staff to be assigned to debris management activities during the coming year.

5.11.3 Provide training sessions for key City personnel participating in exercises, and liaison to City Emergency Operations Center (EOC) during activations.

5.11.4 Participate as liaison in City EOC during activation.

5.11.5 Attend and participate in several planning and training meetings, including one annual exercise. The annual exercise shall not conclude until the City Contract Manager has deemed the debris management plan is actionable.

5.11.6 Assist the City in preparing federal and State reports and applications for reimbursement, including pre incident or event training agency/department employees.

5.11.7 Upon requests by the City, provide technical expertise and guidance to support the City during the emergency recovery effort including, but not limited to, preparedness, as well as assisting in emergency debris recovery planning efforts such as disaster recovery plan development, identification of adequate resources, training, exercises, and liaison to EOC.

5.11.8 Shall be responsible to build out a monitoring plan in conjunction with the management plan and overall City plan, with regards to debris.

6.0 **PAYMENT**

6.1 **Invoicing**

6.1.1 Ensure all contract quantities for both the contractors and monitors are documented and recorded according to current Federal requirements, including but not limited to FHWA-ER actual costs incurred (cradle to

grave) for work conducted on First Push and First Pass Federal Aid roadways, including time at disposal sites estimating loads on incoming and outgoing debris loads.

- 6.1.2 For Non-Federal Aid eligible roadways FEMA PA program actual costs incurred (cradle to grave) for work conducted on non-Federal Aid eligible roadways First Push, First Pass, and second and subsequent passes. Monitor's invoices must delineate between hours spent on FHWA vs. FEMA reimbursed tasks and in accordance with FEMA MAP-21.
- 6.1.3 Maintain a database of all contract quantities and perform contractor invoice verification for the City.
- 6.1.4 All invoices shall be submitted in an acceptable format to the City in an electronic and hard copy format with daily reports as supporting documentation. The invoices must be submitted in accordance with the Consultant Invoice Transmittal System (CITS) procedures and other federal, state and local rules, regulations and laws.
- 6.1.5 Invoices shall be submitted on a monthly basis to the City.
- 6.1.6 Final invoice will be submitted to the City not later than the 30th day following final acceptance of the individual task of as requested by the City.

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7.0 APPENDIX II CONTRACT PROVISIONS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964– 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60,

“Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

- (D) “Contracts must meet rules for Federal grants, as provided for in Title 2, C.F.R. § 200 for contracts awarded by non-Federal Entities under Federal Awards which are incorporated herein by reference as if enumerated herein in their entirety in order to be eligible for reimbursement under the Public Assistance Program. This proposal is solicited in accordance with the Procurement Requirements as shown in Title 2 C.F.R. § 200 and shall apply to all contracts issued pursuant to this Request for Proposal. Prime Contractors shall be required to follow all of the requirements of 2 C.F.R. §200.321 in the execution of this Contract, and shall require and enforce similar compliance with all sub-contractors.”
- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or underworking conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred,

suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (J) See § 200.322 Procurement of recovered materials.
- (K) MINORITY / WOMEN'S / LABOR SURPLUS FIRMS PARTICIPATION: The City, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority businesses, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontracts are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items a through e below:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

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EXHIBIT B
CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS

RFP/RLI/Bid/Contract No. _____

Project Title _____

The undersigned CONTRACTOR hereby swears under penalty of perjury that:

1. CONTRACTOR has paid all subcontractors and suppliers all undisputed contract obligations for labor, services, or materials provided on this project in accordance with Section 4.2.3 of the Agreement, except as provided in paragraph 2 below.
2. The following subcontractors and suppliers have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining in reasonably specific detail the good cause why payment has not been made, is attached to this form:

Subcontractor or
Supplier's name
and address

Date of disputed
invoice

Amount in
dispute

3. The undersigned is authorized to execute this Certification on behalf of CONTRACTOR.

Dated _____, 20____

Contractor

By _____
(Signature)

By _____
(Name and Title)

CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS
(Continued)

STATE OF)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this _____ day of _____, 20__.

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Name of officer taking acknowledgment)
typed, printed, or stamped

(Title or rank)

My commission expires:

(Serial number, if any)

EXHIBIT C
INSURANCE REQUIREMENTS

Second Party shall carry the following minimum types of insurance:

- A. Workers' Compensation Insurance: with the statutory limits.
- B. Employers' Liability Insurance: with a limit of not less than \$100,000 for each accident, \$100,000 for each disease, and \$500,000 for aggregate disease.
- C. Comprehensive General Liability Insurance: with limits of not less than one million (\$1,000,000) dollars per occurrence and two million (\$2,000,000) in the aggregate for Bodily Injury and Property Damage.

The Comprehensive General Liability Insurance policy must include coverage that is not more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Offices, and the policy must include coverage's for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the Employee and Contractual Exclusions removed.

- D. Motor Vehicle Liability Insurance: covering all vehicles associated with Second Party's operations to include all owned, non-owned and hired vehicles.

All insurance policies shall be issued by companies that (a) are authorized to do business in the State of Florida; (b) have agents upon whom service of process may be made in Palm Beach County, Florida; and (c) have a Best's rating of B+VIII or better. All insurance policies shall name the City of Delray Beach as an additional insured. The Second Party agrees to notify the City within (5) business days of coverage cancellation, lapse or material modification. All renewal or replacement certificates of insurance shall be forwarded to the City Risk Management Division.

**EXHIBIT D
PRICING SCHEDULE**

Item #	Personnel / Description	Estimated Hours	Hourly Rate	Estimated Extended Price
1)	Project Manager: This position will serve as the Contractors' manager on the project. This position will direct the activities of contractor staff. Will work directly with the City's representative on the project. The Project Manager will be involved in pre-event planning and meetings as to become familiar with the City and its' operation.	540	\$62.50	\$33,750.00
2)	Lead Monitors: Assist in setting-up and manning the TDSRS. Help train the Site and Field Monitors and track their performance. Assist in assigning Field Monitors to contract haulers. Assist in assigning Field Monitors and contract haulers to collection grids. Assist in tracking the daily collection on a citywide grid map. Assist in coordinating the daily collection operation in concert with the contract haulers Site Superintendent. Track the daily count of Field Monitors necessary to meet the contract hauler's demands. Track the daily count of contract hauler's trucks, trailers and loading equipment. Provide daily collection status reports to the Project Coordinator on request. Fill in as Site Monitor if needed. Record and inspect any property damage, public or private that may occur during the debris removal operation. Track and verify the satisfactory repair of any damage.	1650	\$49.00	\$80,850.00
3)	Site Monitors: Trained to evaluate and certify that each load of debris represents the actual size of the load by percentage of total rated capacity. FEMA staff rates the performance of each Site Monitor for accuracy. FEMA requires that two trained inspectors rate each load before it can be offloaded at the collection site. One inspector is representing the City and the other is representing the Contractor. Both Site Monitors must agree on the percentage of load and sign off on the load ticket for the cubic yard quantity to be FEMA reimbursable.	1500	\$35.00	\$52,500.00
4)	Field Monitors: Trained to follow each contract hauler as debris is collected throughout the City. The Monitor must witness and certify by street address that the storm debris was collected from public roadways only. The	2100	\$35.00	\$73,500.00

	Monitor must certify that the debris piles are not mixed (vegetation or construction & demolition debris) before loading. The Monitor is assigned to hauler(s) and given a certain grid in the City to collect either vegetation or C&D debris. The Monitor must assure that all targeted debris is removed by the contract hauler during each pass before the contract hauler may move to a new area. The Monitor must record the time, location and sign the contract haulers load ticket before the load can be delivered to the collection site for processing. The Monitor is responsible for reporting any unsafe or unauthorized collection practices to the Site Monitors for corrective action.			
5)	Data Manager: Manager to collect data from monitoring operations	540	\$50.00	\$27,000.00
TOTAL				\$267,600.00

NOTE: Estimated quantities in this Cost/Pricing form are for evaluation purposes of Proposers Proposal and for calculation of Bid and Performance Bonds only. Only those positions listed above in Item D, Cost/Pricing form, Items 1-5, will be utilized in the evaluation of cost/price.

Any escalation in pricing for each renewal period will be based on the Bureau of Labor Statistics Employment Cost Index (ECI), private industry workers, total compensation, management, professional, and other related occupations, service providers, non-seasonal (C.I.U. 2015 00100000A) change in most recent 12 month period. The option for renewal shall be exercised upon mutual agreement between Contractor and CITY, by written agreement with all original terms and conditions adhered to with no deviations.

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