

AGREEMENT FOR DISASTER MONITORING SERVICES

THIS IS AN AGREEMENT (“Agreement”), dated this 16th day of June, **2021**
(“Effective Date”), by and between:

CITY OF PEMBROKE PINES, FLORIDA, a municipal corporation, of the State of Florida, with a business address of 601 City Center Way, Pembroke Pines, Florida 33025, hereinafter referred to as “CITY”

and

TETRA TECH, INC., a For Profit Corporation, as listed with the Delaware Division of Corporations, authorized to do business in the State of Florida, and with a business address of **3475 E. Foothill Blvd., Pasadena, CA 91107** (hereinafter referred to as the “CONTRACTOR”). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

WHEREAS, the CITY may experience massive destruction wrought by the impact of a hurricane landfall, violent storms, spawning tornadoes as well as other natural and/or man-made disasters (hereinafter “Catastrophic Events”); and,

WHEREAS, it may be necessary to provide debris removal, disaster recovery, and financial recovery technical assistance to appointed and elected officials within the CITY, resulting from these Catastrophic Events; and,

WHEREAS, should the need arise, the CITY may find it necessary to contract with Debris Recovery Contractors in order to remove disaster generated debris from public property and public rights of way so as to protect the public health and safety, minimize economic and environmental impacts and facilitate the restoration of normal public services following a Catastrophic Event; and,

WHEREAS, it is foreseen that the CITY will require the services of Disaster Debris Monitoring and Financial Recovery Services CONTRACTORS to support the oversight and management of the Debris Recovery Contractors being utilized by and under contract with the CITY in the event of a Catastrophic Event; and,

WHEREAS, on **March 23, 2021**, the CITY advertised its Request for Proposals (“RFP”) of the CITY’s desire to hire a firm to provide Disaster Recovery Monitoring and Reimbursement Assistance on an as needed basis, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

“RFP # AD-21-03”

“Disaster Recovery Monitoring and Reimbursement Assistance”

WHEREAS, on **April 20, 2021**, the bids were opened at the offices of the City Clerk; and,

WHEREAS, the City Commission, at the June 16, **2021** commission meeting awarded a contract pursuant to the RFP to **TETRA TECH, INC.** to be utilized in an emergency situation resulting from catastrophic events; and,

WHEREAS, CITY is desirous of using the CONTRACTOR for Disaster Recovery Monitoring and Reimbursement Assistance as recommended by CITY staff should the need arise; and,

WHEREAS, the services to be provided by the CONTRACTOR will support the oversight and management of Debris Recovery Contractors being utilized by the CITY during a Catastrophic Event and assist the CITY in financial recovery after a Catastrophic Event. Also, the CONTRACTOR will provide a range of related services including damage assessment, training, emergency planning and other services as needed and requested by the CITY; and,

WHEREAS, other services of the CONTRACTOR may include facilitating communication with the Federal Emergency Management Agency (hereinafter "FEMA"), the Federal Highway Administration (hereinafter "FHWA"), Broward County, the State of Florida and other federal, state or local agencies, and coordination with state insurance representatives; and,

WHEREAS, the CONTRACTOR desires to perform such services subject to the terms of this Agreement; and,

WHEREAS, FEMA's regulations require that the CITY has a written contract with its CONTRACTORS to be used following Catastrophic Events, as described above; and,

WHEREAS, the CITY and the CONTRACTOR have reached a mutual agreement as to the terms and conditions of such services; and,

WHEREAS, this Agreement does not preclude the CITY's from using other vendors which provide the same or similar services as provided by the CONTRACTOR on an as needed basis; and,

WHEREAS, this Agreement would potentially be invoked for City, County, State and Federally declared emergency disaster events and where the services will only be required when an emergency situation exists which threatens the life, safety or welfare of the citizens of Pembroke Pines; and,

WHEREAS, the City Commission of the City of Pembroke Pines, Florida deems it in the best interest of the citizens and residents of the CITY to enter into an agreement with CONTRACTOR for Disaster Recovery Monitoring and Reimbursement Assistance.

W I T N E S S E T H:

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

ARTICLE 1
PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective parties herein, the foregoing statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

ARTICLE 2
SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR hereby agrees to provide **Disaster Recovery Monitoring and Reimbursement Assistance services**, as more particularly described in, and in accordance with the scope of services outlined in the specifications “**RFP # AD-21-03**” attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Exhibit "B"**. CONTRACTOR agrees to perform all services required pursuant to this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form.

2.2 CONTRACTOR shall furnish all Services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement and all work performed under this Agreement shall be done in a professional manner. All necessary permits, licenses and certificates required for the execution of this Agreement shall be secured and paid for by the CONTRACTOR.

2.3 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience, resources and staff to perform the Services.

2.4 CONTRACTOR assumes professional and technical responsibility for performance of the Services in accordance with recognized standards. If within one year following completion of its Services, such Services fail to meet the aforesaid standards, and the CITY promptly advises CONTRACTOR thereof in writing, CONTRACTOR agrees to re-perform such deficient Services without charge to the CITY.

2.5 CONTRACTOR shall not utilize the services of any Sub-CONTRACTOR without the prior written approval of CITY.

2.6 Event Closure: CONTRACTOR will assist the CITY in preparing final reports necessary for reimbursement by FEMA, FHWA and any other applicable agencies for disaster recovery efforts by CITY staff and designated Debris Removal Contractors. The CONTRACTOR will assist

in review and processing requests for payment by the Disaster Debris Removal Contractors.

2.7 **Services and Facilities:** It is understood that, except as otherwise specifically stated in this Agreement and Attachments to this agreement, the CONTRACTOR shall provide and pay for all labor, tools, equipment, transportation, supervision, and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the services within the time specified in the Notice-To-Proceed as agreed upon by both parties.

2.8 **Supervision by CONTRACTOR:** The CONTRACTOR will supervise and direct all Services. The CONTRACTOR is solely responsible for the means, methods, techniques, sequences, safety program and procedures. The CONTRACTOR will employ and maintain on the worksite a qualified supervisor(s) who shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor(s) by the CITY's Authorized Representative shall be as binding as if given to the CONTRACTOR. The name(s) of the supervisor(s) will be supplied to the CITY for each issuance of a Notice to Proceed through an attachment to this Agreement in the form of a Memorandum for the Record.

2.9 **Changes in the Scope of Services:**

2.9.1 The CITY and CONTRACTOR may at any time order changes within the scope of services as described in **Exhibit "A"**, to be provided under this Agreement. All changes affecting the project's costs or modifications of the terms, conditions, and the scopes of services of this Agreement shall be authorized by means of an official written Contract Change Order that is mutually agreed upon and signed by the CITY and the CONTRACTOR. All changes must be recorded on a written Contract Change Order before CONTRACTOR may proceed with the changes to the services provided. All changes must be allowable, allocable, within the scope of FEMA's grant or cooperative agreement, and reasonable for the completion of the Project. CITY's Signatory Authority for such changes shall be as set for in the CITY's Code of Ordinances.

ARTICLE 3 **TERM**

3.1 CONTRACTOR shall perform the **Disaster Recovery Monitoring and Reimbursement Assistance** services as identified in **Exhibit "A"**, for a period of approximately five (5) years commencing on June 16, 2021 and expiring on December 31, 2026 at 11:59 PM.

3.2 *Post Contractual Obligations:* In the event that the term of this agreement expires, the CONTRACTOR agrees to continue providing services, at the then current rates, on a month to month basis until the CITY establishes a new contract for services.

3.3 This Agreement may be terminated by either party for cause after providing notice of default to the party in default and a reasonable period of time to cure the default. This Agreement may be terminated by CITY for convenience, upon thirty (30) days written notice to CONTRACTOR. In event of termination for convenience, CONTRACTOR shall be paid its compensation for Services performed to the termination date. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, it shall indemnify the CITY against any loss pertaining to this termination.

All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR to CITY immediately.

ARTICLE 4 **PAYMENT**

4.1 **Contract Pricing.** The pricing negotiated with the CONTRACTOR shall remain firm as set forth in **Exhibit “B”** attached hereto and incorporated herein by reference, for an initial period of approximately one (1) year. Effective as of January 1st following the first year of the term of this Agreement, the rates shall be automatically increased according to the Consumer Price Index for All Urban Consumers (CPI-U) for Miami/Fort Lauderdale, Florida as published by the U.S. Department of Labor Statistics or its successor agency for the twelve (12) months ending in the month of April prior, or two percent (2%), whichever is less but not less than zero, as set forth below:

Pricing	Period Beginning	Period Ending	CPI Period
Initial Pricing	Effective Date	December 31, 2022	N/A
New Pricing	January 1, 2023	December 31, 2023	Ending April 2022
New Pricing	January 1, 2024	December 31, 2024	Ending April 2023
New Pricing	January 1, 2025	December 31, 2025	Ending April 2024
New Pricing	January 1, 2026	December 31, 2026	Ending April 2025

4.2 **Schedule.** CONTRACTOR will provide continuous services for fee, not to exceed a negotiated amount, for the period specified in the notice to proceed. A mutual ‘not to exceed amount’ will be negotiated for each operation based on the hourly rates proposed CONTRACTOR’s Proposal incorporated herein, which shall not exceed FEMA reimbursement rates for the services. Should these services be required for a longer period, CONTRACTOR will prepare and submit a proposal for additional costs, consistent with the rates in the Cost Proposal Forms. A revised cost will be negotiated.

4.3 **Travel and Subsistence Policy and Allowances.** No cost for travel and associated expense shall be incurred without the express written approval of the CITY. Costs for approval travel per diem or mileage expenses shall be in strict accordance with this Agreement and Section 112.061, Florida Statutes.

4.4 Invoices shall be submitted in duplicate to the Director of Public Services, City of Pembroke Pines, 8300 S. Palm Drive, Pembroke Pines, Florida 33025, no more than once every fifteen (15) days. Each invoice shall contain a detailed description of services and fees.

4.5 **Prompt Payment Act.** All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.6 Other than the fees set forth herein, CONTRACTOR shall not be entitled to payment for expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder.

4.7 **Method of Billing and Payment.** The CITY shall within thirty (30) days, from the date the CITY's Public Service Director approves the Application for Payment, pay the CONTRACTOR the amount approved by the CITY's Public Services Director or his or her assignees. Payment will be made to CONTRACTOR at:

**Tetra Tech, Inc.
P.O. Box 911642
Denver, CO 80291-1642**

ARTICLE 5 **INDEMNIFICATION**

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

5.2 CONTRACTOR's aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement, plus the compensation received by CONTRACTOR.

5.3 Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

5.4 CITY reserves the right to select its own legal counsel to conduct any defense.

5.5 Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

ARTICLE 6 **INSURANCE**

6.1 The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit

the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

6.2 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

6.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

6.4 Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the CONTRACTOR or their insurance broker must agree to provide notice.

6.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least ten (10) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

6.6 REQUIRED INSURANCE. CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

✓ ☐ 6.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- ✓ ☐ 6.6.2 Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption for CITY to exempt CONTRACTOR.

Yes No

- ✓ ☐ 6.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$1,000,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

Yes No

- ✓ ☐ 6.6.4 Umbrella/Excess Liability Insurance in the amount of \$2,000,000.00 as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- ✓ ☐ 6.6.5 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than \$1,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

Yes No

- ☐ ✗ 6.6.6 Environmental/Pollution Liability insurance shall be required with a limit of no less than \$1,000,000 per wrongful act. Coverage shall include: CONTRACTOR's completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- ☐ ✗ 6.6.7 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- ☐ ✗ 6.6.8 Crime Coverage shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000 per loss. If CONTRACTOR is physically located on CITY's premises, a third-party fidelity coverage extension shall apply.

Yes No

- ☐ ✗ 6.6.9 Garage Liability & Garage-keepers Legal Liability for those that manage parking

lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than \$1,000,000 per Occurrence, including products & completed operations. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- ☐ ✕ 6.6.10 Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than \$1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- ☐ ✕ 6.6.11 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- ☐ ✕ 6.6.12 Builder's Risk Insurance shall be "All Risk" for one hundred percent (100%) of the completed value of the project that is the subject of this Agreement with a deductible of not more than five percent (5%) for Named Windstorm and \$20,000 per claim for all other perils. The Builder's Risk Insurance shall include interests of the CITY, the CONTRACTOR and subcontractors of the project. The CONTRACTOR shall include a separate line item for all costs associated with the Builder's Risk Insurance Coverage for the project. The CITY reserves the right at its sole discretion to utilize the CONTRACTOR's Builder's Risk Insurance or for the CITY to purchase its own Builder's Risk Insurance for the Project. Prior to the CONTRACTOR purchasing the Builder's Risk insurance for the project, the CONTRACTOR shall allow the CITY the opportunity to analyze the CONTRACTOR's coverage and determine who shall purchase the coverage. Should the CITY utilize the CONTRACTOR's Builder's Risk Insurance, the CONTRACTOR shall be responsible for all deductibles. If the CITY chooses to purchase the Builder's Risk Coverage on the project, the CONTRACTOR shall provide the CITY with a change order deduct for all premiums and costs associated with the Builder's Risk insurance in their schedule. Should the CITY choose to utilize the CITY's Builder's Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the CONTRACTOR shall be responsible for the All Other Perils Deductible.

If and when 100% is not available or reasonable, the CITY Risk Manager is to make the determination as to what limits are appropriate for the given project.

Yes No

- ☐ ✕ 6.6.13 Other Insurance

6.7 REQUIRED ENDORSEMENTS

- 6.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
- 6.7.2 Waiver of all Rights of Subrogation against the CITY.
- 6.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.
- 6.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory.
- 6.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
- 6.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

6.8 Any and all insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

6.9 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.

6.10 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.

ARTICLE 7

NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither the CONTRACTOR nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that CONTRACTOR will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 8

INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, or Federal policies, rules or regulations relating to the use of CONTRACTOR's funds provided for herein. CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9

AGREEMENT SUBJECT TO FUNDING

This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 10

UNCONTROLLABLE FORCES

10.1 Neither CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, pandemic, acts of God, war, riot, civil disturbance, sabotage, and governmental actions.

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

ARTICLE 11
AGREEMENT SUBJECT TO FUNDING

This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 12
GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.

ARTICLE 13
SIGNATORY AUTHORITY

CONTRACTOR shall provide CITY with copies of requisite documentation evidencing that the signatory for CONTRACTOR has the authority to enter into this Agreement.

ARTICLE 14
BANKRUPTCY

It is agreed that if CONTRACTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLE 15
MERGER; AMENDMENT

This Agreement constitutes the entire Agreement between CONTRACTOR and CITY, and all negotiations and oral understandings between the Parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both CONTRACTOR and CITY with the same formality and equal dignity herewith.

ARTICLE 16
DISPUTE RESOLUTION

In the event that a dispute, if any, arises between CITY and CONTRACTOR relating to this Agreement, performance or compensation hereunder, CONTRACTOR shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute. CONTRACTOR expressly recognizes the paramount right and duty of CITY to provide adequate maintenance of CITY's Property, and further agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute

and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

ARTICLE 17

DEFAULT OF CONTRACT & REMEDIES

17.1 **Damages.** CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONTRACTOR to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resultant from CONTRACTOR's failure to perform in accordance with the requirements of this Agreement.

17.2 **Correction of Work.** If, in the judgment of CITY, work provided by CONTRACTOR does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, CITY reserves the right to require that CONTRACTOR correct all deficiencies in the work to bring the work into conformance without additional cost to CITY, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.

17.3 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONTRACTOR:

17.3.1. The abandonment of the Property by CONTRACTOR for a period of more than seven (7) business days.

17.3.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the Public Services Director relative thereto.

17.3.3. The failure by CONTRACTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONTRACTOR, where such failure shall continue for a period of seven (7) days after written notice thereof by CITY to CONTRACTOR; provided, however, that if the nature of CONTRACTOR's default is such that more than seven (7) days are reasonably required for its cure, then CONTRACTOR shall not be deemed to be in default if CONTRACTOR commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.

17.3.4. The assignment and/or transfer of this Agreement or execution or attachment thereon by CONTRACTOR or any other party in a manner not expressly permitted hereunder.

17.3.5. The making by CONTRACTOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONTRACTOR, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where possession is not restored to CONTRACTOR within thirty (30) days; for attachment, execution or other judicial seizure

of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

17.4 **Remedies in Default.** In case of default by CONTRACTOR, CITY shall notify CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct CONTRACTOR to comply with all provisions of this Agreement. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONTRACTOR of such declaration of default and terminate the Agreement.

17.4.1. Upon such declaration of default, all payments remaining due CONTRACTOR at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to CONTRACTOR.

17.4.2. CITY may complete the Agreement, or any part thereof, either by day labor or re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to CONTRACTOR and/or the Surety together with the costs incident thereto to such default.

17.4.3. In the event CITY completes the Agreement at a lesser cost than would have been payable to CONTRACTOR under this Agreement, if the same had been fulfilled by CONTRACTOR, CITY shall retain such differences. Should such cost to CITY be greater, CONTRACTOR shall pay the amount of such excess to the CITY.

17.4.4 Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in the written notice within fourteen calendar (14) days of the receipt by CONTRACTOR of such notice from CITY.

ARTICLE 18

PUBLIC RECORDS

18.1 The City of Pembroke Pines is a public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, the CONSULTANT shall:

18.1.1 Keep and maintain public records required by the CITY to perform the service;

18.1.2 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 Chapter 119, Florida Statutes, or as otherwise provided by law;

18.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement,

CONSULTANT shall destroy all copies of such confidential and exempt records remaining in its possession after the CONSULTANT transfers the records in its possession to the CITY; and

18.1.4 Upon completion of the Agreement, CONSULTANT shall transfer to the CITY, at no cost to the CITY, all public records in CONSULTANT's possession. All records stored electronically by the CONSULTANT 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.

18.2 The failure of CONSULTANT to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the CITY may terminate the Agreement in accordance with the terms herein.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
mgraham@ppines.com**

ARTICLE 19
MISCELLANEOUS

19.1 **Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. CITY hereby agrees to use CONTRACTOR's work product for its intended purposes.

19.2 **Legal Representation.** It is acknowledged that each party to this agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

19.3 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and/or the Federal Government and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement.

Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

19.4 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

19.5 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

19.6 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY	Charles F. Dodge, City Manager City of Pembroke Pines 601 City Center Way Pembroke Pines, Florida 33025 Telephone No. (954) 450-1040

Copy To:	Samuel S. Goren, City Attorney Goren, Cherof, Doody & Ezrol, P.A. 3099 East Commercial Boulevard, Suite 200 Fort Lauderdale, Florida 33308 Telephone No. (954) 771-4500 Facsimile No. (954) 771-4923

CONTRACTOR:	Betty Kamara Tetra Tech, Inc. (Disaster Recovery Office) 2301 Lucien Way, Suite #120 Maitland, FL 32751 Telephone No. (321) 441-8518

Telephone No.
E-Mail.

(321) 441-8518
tdr.contracts@tetrattech.com

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

19.8 **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

19.9 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

19.10 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

19.11 **Extent of Agreement and Conflicts.** This Agreement represents the entire and integrated agreement between CITY and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. In the event of a conflict between this Agreement, the RFP and the CONTRACTOR's bid proposal, this Agreement shall govern, then the RFP, and then the bid proposal.

19.12 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

19.13 **Attorney's Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

19.14 **Protection of City Property.** At all times during the performance of this Agreement, CONTRACTOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

19.15 **Counterparts and Execution.** This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

19.16 **Compliance with Statutes.** It shall be the CONTRACTOR's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, city, state, and federal agencies as applicable.

19.16.1 **Compliance with Jessica Lunsford Act** CONTRACTOR shall comply with Chapter 1012, Florida Statutes, which requires Level II background screening for individuals whom are vendors performing services at a Florida public school or for a public school district, if applicable.

19.17 This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this _____ Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

19.18 **Scrutinized Companies.** CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

19.18.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or is engaged in a boycott of Israel; or

19.18.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

19.18.2.1 Is 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

19.18.2.2 Is engaged in business operations in Syria.

19.19 **E-Verify** CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

19.19.1 **Definitions for this Section.**

19.19.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

19.19.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.

19.19.1.3 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

19.19.1.4 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

19.19.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

19.19.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

19.19.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

19.19.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

19.20 **Domestic Partnership.** CONTRACTOR certifies that it is aware of the requirements of Section 35.39 of the CITY’s Code of Ordinances and certifies that CONTRACTOR currently complies with the requirements of Section 35.39 of the CITY’s Code of Ordinances.

ARTICLE 20

FEDERAL REQUIREMENTS

The CONTRACTOR and any and all of its subcontractors, shall comply with 2 CFR 200.326 and 2 CFR Part 200 Appendix II. A breach of any of the below provisions may be grounds for termination of this Agreement, or for debarment of the CONTRACTOR.

20.1 CONTRACTOR shall assist CITY in completing any and all forms necessary for reimbursements from state or federal agencies, including but not limited to FEMA, relating to costs arising out of Disaster and Debris Monitoring Services. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation and submittal of any and all necessary cost substantiation and preparing replies to any and all agency denial or inquiries. CONTRACTOR responsibilities in this regard are set forth in **Exhibit "A"**.

20.2 If reimbursement is denied to CITY due to CONTRACTOR's negligence collecting or removing debris, completing project worksheets and load tickets, or documenting work performed, CONTRACTOR upon notification from FEMA or the Florida Division of Emergency Management of such denial and upon written demand by the CITY, shall reimburse CITY for amounts denied due to CONTRACTOR's negligence. This obligation shall survive the term or termination of this Agreement.

20.3 Notwithstanding anything to the contrary set forth herein, CONTRACTOR shall comply with the following federally required standard provisions, as set forth in 2 C.F.R. Sec.200.326 and 2 C.F.R. Part 200. In the event of any conflicts, the provisions of this section shall prevail.

20.3.1 **Equal Employment Opportunity**: During the performance of this Agreement, CONTRACTOR agrees as follows:

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONTRACTOR's legal duty to furnish information.

(4) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of CONTRACTOR's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of CONTRACTOR's non-compliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) CONTRACTOR will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with

a subcontractor or vendor as a result of such direction, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

20.3.2 Davis-Bacon Act. CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5). In accordance with the statute, CONTRACTOR must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, CONTRACTOR must be required to pay wages not less than once a week.

20.3.3 Copeland "Anti-Kickback" Act. CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act, (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). CONTRACTOR must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. CITY must report all suspected or reported violations to the Federal awarding agency.

20.3.4 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701- 3708). Where applicable, pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) CONTRACTOR must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

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

20.3.4.2 Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (24.4.1) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set

forth in paragraph (24.4.1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (24.4.1) of this section.

20.3.4.3 **Withholding for unpaid wages and liquidated damages.** CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (24.4.2) of this section.

20.3.4.4 **Subcontracts.** CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (24.4.1) through (24.4.4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (24.4.1) through (24.4.4) of this section.

20.4 CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251- 1387). CITY will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

20.4.1 **Clean Air Act.**

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

20.4.1.2 CONTRACTOR agrees to report each violation to CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

20.4.1.3 CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

20.4.2 **Federal Water Pollution Control Act.**

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

20.4.2.2 CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

20.4.2.3 CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

20.5 **Suspension and Debarment.** This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, as such CONTRACTOR is required to verify that none of the contractor's agents, principals (defined at 2 C.F.R. § 180.995), or affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

20.5.1 CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by CITY. If it is later determined that CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State and CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

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

20.7 **Compliance with State Energy Policy and Conservation Act.** CONTRACTOR shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

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

20.9 **Reporting.** Pursuant to 44 CFR 13.36(i)(7), CONTRACTOR shall comply with federal requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41, if applicable. Furthermore, both parties shall provide the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers, and records of CONTRACTOR which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions. Also, both Parties agree to provide FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Agreement.

20.10 **Rights to Inventions.** CONTRACTOR agrees that if this Agreement results in any copyrightable materials or inventions, the Federal Government reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use the copyright of said materials or inventions for Federal Government purposes.

20.11 **No Obligation by the Federal Government.**

19.11.1 Absent the express written consent by the Federal Government, the Federal Government is not a party to the Agreement and shall not be subject to any obligations or liabilities to the CITY, CONTRACTOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Agreement.

19.11.2 CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

20.12 **DHS Seal, Logo, and Flags.** CONTRACTOR shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific federal pre-approval.

20.13 **Compliance with Federal Law, Regulations, and Executive Orders.** This is an

acknowledgement that federal financial assistance will be used to fund the Agreement only. CONTRACTOR will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

20.14 **Fraudulent Statements**. CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 applies to CONTRACTOR's actions pertaining to this Agreement.

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

DocuSigned by:
Marlene D. Graham
E888EEE04EEF4F3...
MARLENE D. GRAHAM, CITY CLERK

BY: *[Signature]*
MAYOR FRANK C. ORTIS

APPROVED AS TO FORM:

DocuSigned by:
Danielle Schwabe
013E807C191D4FF...

BY: *Charles F. Dodge*
47B866ECFDAD4AC...
CHARLES F. DODGE, CITY MANAGER

Print Name: Danielle Schwabe
OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

TETRA TECH, INC.

Signed By: *[Signature]*
Name: Jonathan Burgiel
Title: Business Unit President

Exhibit "A"



Disaster Recovery Monitoring and Reimbursement Assistance

Request for Proposals # AD-21-03

General Information		
Project Cost Estimate	Not Applicable	Not Applicable.
Project Timeline	This contract shall be for an initial five year period with no renewal terms.	See Section 1.4
Evaluation of Proposals	Evaluation Committee	See Section 1.7
Virtual Non-Mandatory Pre-Bid Meeting	April 1, 2021 at 9:00 a.m. https://ppines.webex.com/meet/purchasing	See Section 1.8.1
Question Due Date	April 5, 2021	See Section 1.8
Proposals will be accepted until	2:00 p.m. on April 20, 2021	See Section 1.8
Proposal Security / Bid Bond	Not Applicable.	Not Applicable.
Payment and Performance Bonds	Not Applicable.	Not Applicable.
Grant or Federal Funding Information	FEMA, FHWA, and/or Other Federal Agencies as applicable to the event.	See Section 1.2

THE CITY OF PEMBROKE PINES
PURCHASING DIVISION
8300 SOUTH PALM DRIVE
PEMBROKE PINES, FLORIDA 33025
(954) 518-9020



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ATTACHMENTS

Attachment A: Contact Information Form

Attachment B: Non-Collusive Affidavit

Attachment C: Proposer's Background Information

Attachment D: Sample Insurance Certificate

Attachment E: Specimen Contract - Disaster Monitoring Services Agreement

Attachment F: References Form

Attachment G: Temporary Debris Management Sites (TDMS) and Work Zones

Attachment H: Financial Work Sheet

Attachment I: 2 CFR 200 - Uniform Administrative Requirements, Cost Principles, and Audit
Requirements for Federal Awards



SECTION 1 - INSTRUCTIONS

1.1 NOTICE

Notice is hereby given that the City Commission of the City of Pembroke Pines is seeking sealed proposals for:

RFP # AD-21-03 Disaster Recovery Monitoring and Reimbursement Assistance

Solicitations may be obtained from the City of Pembroke Pines website at <http://www.ppines.com/index.aspx?NID=667> and on the www.BidSync.com website.

If you have any problems downloading the solicitation, please contact the BidSync Support line at 1-800-990-9339.

If additional information help is needed with downloading the solicitation package please contact the Purchasing Office at (954) 518-9020 or by email at purchasing@ppines.com. The Purchasing Office hours are between 7:00 a.m. - 6:00 p.m. on Monday through Thursday and is located at 8300 South Palm Drive, Pembroke Pines, Florida 33025.

The City requires all questions relating to the solicitation be entered through the "Ask a Question" option tab available on the BidSync website. Responses to the questions will be provided online at www.bidsync.com. Such request must be received by the "Question Due Date" stated in the solicitation. The issuance of a response via BidSync is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

Proposals will be accepted until 2:00 p.m., Tuesday, April 20, 2021. Proposals must be submitted electronically at www.BidSync.com. The sealed electronic proposals will be publicly opened at 2:30 p.m. by the City Clerk's Office, in the City Hall Administration Building, 4th Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025.

1.1.1 VIRTUAL BID OPENING

At the time of writing this notice, the City will not be opening up the physical location for public access as **City offices are closed to the public**, due to the COVID-19 Coronavirus Pandemic.

As a result, meetings may be a combination of in-person and virtual, all as provided by law. **In any event, the public is encouraged to attend the bid opening process virtually in lieu of attending the meeting in person.**



Bid openings for this project will be live-streamed from the City Clerk's Office, in the City Hall Administration Building, 4th Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025 at **2:30 PM on the bid due date.**

While recognizing the importance of public accessibility to the bid openings, and considering public health concerns, in the abundance of caution, the City is requesting that interested parties utilize live streaming as a safe way for vendors and the public to view the bid opening process in lieu of attending the meeting in person.

The public is invited to attend the meeting virtually via the Cisco Webex Meetings platform.

- Cisco Webex Meeting Number: 717 019 586
- Join by Phone Number: +1-408-418-9388

The public may download the **Cisco Webex Meetings app** from <https://www.webex.com/downloads.html/>, to view and listen to the meeting, however please make sure to mute your phone/microphone/device's audio and camera as the **public may attend the meeting but will not be allowed to comment or participate in the proceedings.**

If any member of the public requires additional information about this meeting or has any questions about how to access the meeting, please contact:

Danny Benedit, Procurement Department
 City of Pembroke Pines
 8300 South Palm Drive,
 Pembroke Pines, FL 33025
 954-518-9022
purchasing@ppines.com

1.2 PURPOSE

The City of Pembroke Pines is seeking proposals from qualified firms, hereinafter referred to as the Consultant, Contractor or Debris Monitor, to provide Disaster Recovery Monitoring and Reimbursement Assistance, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

The City is seeking proposals to establish a pre-need, pre-event contract with a qualified and experienced emergency and debris monitoring firm, herein after referred to as Contractor or Consultant, to provide services to the City during disaster or emergency events. Disasters include natural events such as hurricanes, tornadoes, windstorms, floods, and fires, as well as manmade events or emergencies such as civil unrest and terrorist attacks. In the event of a disaster or emergency, the Consultant shall service the City first and be on-call to provide all support services necessary to insure the safety and well-being of all residents and visitors to the



City. Consultant may also be called upon throughout the year to render services to assist the City with special needs and events other than full-scale disasters, as determined by the City Manager. The City retains the right to obtain similar services from additional contractors.

The successful Proposer (Consultant) shall be responsible for monitoring the recovery efforts of the City's Debris Management Contractor (DMC) in the field in accordance with the Stafford Act and Federal Emergency Management Administration (FEMA) policies and guidelines. Services include monitoring debris collection, Temporary Debris Management Sites (TDMSs), and residential debris Drop-Off Sites, as well as data reporting and other related services. Consultant shall monitor the DMC's progress and suggest and assist with implementing recommendations to improve efficiency.

The successful firm must adhere to all requirements and regulations established by Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Department of Health (FDH), Natural Resources Conservation Services (NRCS), South Florida Water Management District (SFWMD), and the Florida Department of Environmental Protection (FDEP), U.S. Army Corps of Engineers (USACE) and any other governmental agency with jurisdiction over response and recovery actions. The Contractor shall have an excellent understanding of the documentation involved for the reimbursement from FEMA, FHWA, or Other Federal Agencies, and the State relief programs to make the process of cost recovery efficient and accurate. The processes and documentation required will be in strict compliance with FEMA, FHWA, or Other Federal Agencies, and other State relief programs regulations regarding edibility.

Contractor will work under the direction of the City's Contract Manager. The City's Contract Manager will issue the Notice to Proceed to start work and the notice to reduce resources and to end work. All payments under the contract resulting from this RFP shall be made only for services approved by the Contract Manager.

To be eligible for award of a contract in response to this RFP, the Proposer must demonstrate that they have successfully completed services, as specified in this solicitation, are normally and are routinely engaged in performing such services and meet the requirements of this RFP.

The selected firm must be experienced and knowledgeable in Federal Emergency Management Administration (FEMA) and Insurance reimbursement rules and procedures and must demonstrate such to the City in its proposal and subsequent selection process presentations. The selected firm must also demonstrate experience and knowledge with state, local and federal environmental regulating and permitting agencies. The selected firm will be responsible for staying current with all FEMA and other agencies guidelines and regulations and will be responsible for advising the City from beginning to end to ensure maximum financial recovery for the City.

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 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 as detailed in **Attachment I** to this document and shall apply to all contracts issued pursuant to this Request for Proposal. 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.

NOTE: This solicitation is not a request for Emergency Debris Management Services. The City maintains contract(s) with Contractor(s) to provide that service; and reviews those services through a separate procurement process. This RFP is specifically for Emergency Disaster/Debris Monitoring Services and Financial Recovery Assistance. Contractors shall not include proposals that include Debris Management Services. One or more Contractor(s) may be selected to provide differing elements or levels of scope of work in accordance with the capabilities and extent of involvement each respondent proposes. Contracts issued resulting from this RFP shall only be activated in the event of a declared emergency. There is no guarantee any contract resulting from the RFP will be activated or any work will be performed.

1.2.1 BACKGROUND

Located in the southeast region of the State, the City may experience massive destruction from the impact of a hurricane landfall, violent storms spawning tornadoes, and other natural or manmade disasters or emergencies.

As a full-service community providing for the economic sustainability of business and residential life, efficient and effective recovery of debris is paramount following a disaster event. The dynamic city is also known regionally as the premier shopping destination of southwest Broward County and provides easy accessibility to primary highways and interstates, key employment centers, entertainment venues, parks, golf courses, restaurants and retail/commercial destinations. Its 28 superior parks and lush landscaping throughout neighborhoods and public places enhance the City's natural beauty and South Florida charm. Among these attractions for these young families; the city has highly rated City recreational programs, as well as fire/police services and boasts the largest municipal run charter school program in the Country. Therefore, the City is seeking a highly experienced and highly qualified Disaster and Debris Monitoring Contractor to protect the health, safety, and welfare of our community should disaster strike.

1.3 SCOPE OF WORK

1.3.1 DEFINITIONS

1.3.1.1 Aerial Photographs

Aerial Photographs means 8 1/2" x 11" color enlargements of multiple view (usually 3) aerial photographs of debris sites for the purpose of documentation and measuring and calculating cubic yards. Printed on each photograph shall be the company name, date, time and name of location.



1.3.1.2 Clean As You Go Policy

Clean As You Go Policy means clearing all debris from each street or work zone on the first pass, whenever possible.

1.3.1.3 Construction and Demolition Debris (C&D Debris)

Construction and Demolition Debris (C&D Debris) means damaged components of buildings and structures such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning (HVAC) systems and their components, light fixtures, small consumer appliances, equipment, furnishings and fixtures that are a result of a disaster event. (Note: This definition of C&D is for disaster recovery purposes and is not the same definition commonly as found in Chapter 62-701, Florida Administrative Code).

1.3.1.4 Contract Manager

Contract Manager means the City's representative duly authorized by the City Manager to provide direction to the CONTRACTOR regarding services provided pursuant to this RFP and resulting contract.

1.3.1.5 Debris

Debris means all forms of disaster-related debris, including Vegetative Debris and Mixed Debris.

1.3.1.6 Debris Monitor (Contractor or Consultant)

Debris Monitor (Contractor or Consultant) means the successful Proposer, whether a corporation, partnership, individual or any combination thereof, and its successors, personal representatives, executors, administrators and assignees.

1.3.1.7 Debris Management Contractor (DMC)

Debris Management Contractor (DMC) means the firm under contract with the City to provide Disaster Debris Management services and its subcontractors.

1.3.1.8 Drop-Off Site

Drop-Off Site means a site established for residents of the City of Pembroke Pines to drop off debris.

**1.3.1.9 Electronic Waste (E-Waste)**

Electronic Waste (E-Waste) means loosely discarded, damaged, obsolete, or broken electrical or electronic devices including, but not limited to, computers, computer monitors, televisions, and microwaves.

1.3.1.10 Eligible Debris

Eligible Debris as determined by the Public Assistance grant program guidelines, Federal Emergency Management Agency (FEMA) Public Assistance Program Policy Guide (PAPPG), all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies and as directed by the City Debris Manager. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project.

1.3.1.11 Federal Aid Eligible Roads

Federal Aid Eligible Roads means roads that are paved, gravel or dirt and are eligible for repair or replacement.

1.3.1.12 FDEP

FDEP means the Florida Department of Environmental Protection.

1.3.1.12 FDOT

FDOT means the Florida Department of Transportation.

1.3.1.12 FEMA

FEMA means the Federal Emergency Management Administration.

1.3.1.12 FFWC

FFWC means the Florida Fish and Wildlife Conservation Commission.

1.3.1.12 FHWA

FHWA means the Federal Highway Administration.

1.3.1.12 Global Positioning System (GPS)

Global Positioning System (GPS) means a global navigation satellite system that provides location and time information in all weather conditions, anywhere on or



near the Earth, where there is an unobstructed line of sight to four or more GPS satellites.

1.3.1.12 Hazardous Stump

Hazardous Stump means an uprooted tree or stump (i.e., 50% or more of the root ball is exposed) on a public right-of-way, improved public property or improved property owned by certain private nonprofit organizations, and the exposed root ball poses an immediate threat to life, public health and safety.

1.3.1.12 Hazardous Waste

Hazardous Waste means materials and products from institutional, commercial, recreational, industrial, and agricultural sources that contain certain chemicals with one or more of the following characteristics, as defined by the U.S. Environmental Protection Agency: 1) toxic; 2) flammable; 3) corrosive; and/or 4) reactive, in accordance with Environmental Protection Agency (EPA) Section for toxic, flammable, corrosive reaction Resource Conservation and Recovery Act (RCRA) Subtitle C 40 CFR Part 260.

1.3.1.12 Household Hazardous Waste

Household Hazardous Waste means used or leftover contents of consumer products that contain chemicals with one or more of the following characteristics, as defined by the U.S. Environmental Protection Agency: 1) toxic; 2) flammable; 3) corrosive; and/or 4) reactive. Examples of Household Hazardous Waste include small quantities of normal household cleaning and maintenance products, latex and oil-based paint, cleaning solvents, gasoline, oils, swimming pool chemicals, pesticides, and propane gas cylinders in accordance with Environmental Protection Agency (EPA) Section for toxic, flammable, corrosive reaction Resource Conservation and Recovery Act (RCRA) Subtitle C 40 CFR Part 260.

1.3.1.12 Mixed Debris

Mixed Debris means a mixture of various types of debris including, but not limited to, C&D Debris, White Goods, E-Waste, Household Hazardous Waste, metals, abandoned vehicles, tires, etc.

1.3.1.12 Notice to Proceed

Notice to Proceed means the written notice given by the City Manager (or designee) to the CONTRACTOR of the date and time for work to start.

1.3.1.12 NRCS



NRCS means Natural Resources Conservation Service.

1.3.1.12 OSHA

OSHA means the U.S. Department of Labor's Occupational Safety and Health Administration.

1.3.1.12 Project Manager

Project Manager means the CONTRACTOR's representative authorized to make and execute decisions on behalf of the CONTRACTOR.

1.3.1.12 Temporary Debris Management Site (TDMS)

Temporary Debris Management Site (TDMS) means a location where debris is temporarily stored, reduced, segregated, and/or processed prior to final disposal.

1.3.1.12 Vegetative Debris

Vegetative Debris means clean, woody debris and other organic materials that can be chipped and mulched.

1.3.1.12 White Goods

White Goods means all appliances; including, but not limited to, refrigerators, freezers, stoves, washers, dryers and HVAC units.

1.3.2 GENERAL REQUIREMENTS

Consultant shall disclose current and future debris management/monitoring contractual obligations within the State of Florida with their proposal and annually thereafter throughout the term of the contract to provide reasonable assurance that such obligations will not preclude Consultant from meeting its obligations under this contract. Such disclosure shall be provided in report form listing the number of accounts individually, by population served, and percentage of Consultant's available resources committed to these other accounts. Report will also indicate available resources dedicated to the City of Pembroke Pines. The expectation is that in the event of a disaster, Consultant shall service the City of Pembroke Pines first.

1.3.2.1 FEMA Compliance

Consultant shall work closely with the City's DMC to ensure that all work is FEMA-compliant and all documentation is properly obtained, including GPS coordinates and photos. Consultant's failure to utilize federally- approved



documentation while performing work may result in nonpayment of services to the Consultant by the City.

1.3.2.2 Onsite Interference with Disaster Recovery Efforts

Consultant shall conduct its work so as not to interfere with the disaster response and recovery activities of Federal, State and local government or agencies, or of any public utilities.

1.3.2.3 Monitoring of DMC Removal Activities

The Contract Manager and Debris Monitor will monitor all DMC operations. DMC is expected to work closely with the Debris Monitor and has the responsibility to follow FEMA procedural protocol and guidelines, obtaining all required documentation during the performance of work. Each truck driver will be given a load ticket that validates where the material originated. The quantity of debris hauled will be estimated at the TDMSs by the City or Debris Monitor. The estimated quantity will be recorded on the load ticket and a copy of the load ticket will be given to the truck driver.

1.3.3 PROJECT MANAGEMENT AND PROCESS OVERSIGHT

Project management and process oversight activities shall include, but not be limited to, the following:

- (1) Consultant shall appoint a Project Manager, fluent in English, who will be the City's primary point-of-contact and will be responsible for all services and personnel that are provided by Consultant. The Project Managers shall be appointed for a minimum of one (1) year to fully understand the scope and responsibilities of the recovery plan. It is recommended that personnel substitution commence at the annual meeting, which generally occurs in April.
- (2) Consultant shall contact City of Pembroke Pines Contract Manager at a minimum of forty-eight (48) hours prior to a hurricane event or immediately upon the occurrence of a debris-generating incident within the City of Pembroke Pines for which there is no advance warning. After a disaster occurs, a designated City employee will contact the Contractor(s) holding the Debris Management Company and the Debris Monitor to advise them of the City's intent to activate the contract. Before work begins, the City must issue a written Notice to Proceed. Within eight (8) hours of receiving the Notice to Proceed, the Contractor(s) will send a management team to report to the City Contract Manager to begin planning for the operations and mobilizing the personnel and equipment as necessary to perform the work. Mobilization by the Contractor(s) shall begin within twenty-four (24) hours of notification by the City. The City



may issue Notice to proceed twenty-four (24) to forty-eight (48) hours prior to a storm event depending upon the magnitude of the event in order to allow sufficient time to prepare for commencement of operations. Within seventy-two (72) hours of receipt of the Notice to Proceed, the Contractor shall be fully established and continue operations. The Contractor(s) shall make every effort to be at the disaster site within the stated time frame.

- (3) The Project Manager shall assist the City in developing a Debris Management Action Plan for the specific occurrence. Consultant may also be requested to assist in other debris recovery planning efforts, such as identifying adequate TDMSs, estimating debris quantities, and developing disaster plans for debris clearance following a disaster event.
- (4) The Project Manager shall attend all meetings and briefings designated by the City. Daily meetings will be conducted by the City with Consultant, DMC and other essential personnel in order to confirm daily debris recovery activities and schedules, address and resolve problems, and discuss progress of the debris recovery effort.
- (5) Consultant shall provide trained personnel to observe, direct and document the activities of the DMC. Consultant shall be responsible for scheduling work for all its personnel on a daily basis. Consultant shall assist the City in coordinating work assignments for the DMC.
- (6) Consultant shall monitor the DMC's progress and record the progress daily, including mapping all streets and locations where debris was collected. Electronic monitoring is required.
- (7) The expectation is that the consultant shall be operational at the completion of the first push (first 70 hours). DMC and City employees will report to the Field Operations Center to obtain work orders and field monitors from the Consultant before work is commenced. Consultant shall also prepare project worksheets, right-of-entry forms, and any other required forms for the work group.
- (8) Consultant shall track and coordinate with City personnel to respond to problems in the field and to citizen's complaints, including commercial or residential property damage claims as a result of debris removal.
- (9) Consultant shall prepare FEMA worksheets and review such worksheets with City staff.
- (10) Consultant shall provide the following annual services at the consultant's expense:



- (a) Consultant shall attend and participate in an annual meeting with the City, with is usually held in April.
- (b) Consultant shall prepare and present a written plan of operations, including a clear description of the percentage of work Consultant may subcontract out and a list of subcontractors, at an annual meeting with the City.
- (c) Upon request, consultant shall annually review and visit, with City staff, the TDMS(s) to be used during the coming year.
- (d) Consultant shall provide phone consultations and reference information to City staff upon request.

1.3.4 DOCUMENTATION AND REIMBURSEMENT

- (1) Consultant shall provide load tickets to track and document the removal and management of all Eligible Debris. Consultant shall ensure that load tickets meet the requirements of FEMA and other Federal or State reimbursement agencies. Consultant shall retain original completed tickets on behalf of the City, which shall be turned over to the City, daily. Copies of completed load tickets shall also be retained by Consultant, vehicle driver, subcontractor, and DMC. Additionally, load tickets shall be scanned into a master electronic file with a summary spreadsheet identifying each truck and ticket.
- (2) Each load ticket shall contain the following information:
 - (a) Prime Contractor name.
 - (b) City contract/Disaster number.
 - (c) Load ticket number.
 - (d) Sub-Contractor name.
 - (e) Truck Driver name.
 - (f) Date and time of pick up.
 - (g) Date and time of delivery.
 - (h) Pick up location (street address or Primary Street between specific areas).
 - (i) Loading Zone Number
 - (j) Debris Clearing Cycle (Push, First Pass, Second Pass, Third Pass, etc.)
 - (k) Truck ID number and capacity.
 - (l) Total cubic yards picked up.
 - (m) Debris classification (Vegetative, White Goods, C&D, Mulch, Stump, etc.)
 - (n) Delivery site.
 - (o) Load Monitor Printed Name and Signature.
 - (p) Dump Monitor Printed Name and Signature.
 - (q) GPS.



- (3) Consultant shall document all recovery work to ensure that proper records are maintained for load tickets and recovery costs for reimbursement purposes. During the first seventy (70) hours following a declared disaster, this may require documenting times that DMC manpower and equipment are actively used in order to document time-and-material reimbursements. This shall also include any photographs or other means of confirming debris load information for reimbursement purposes.
- (4) Consultant shall assist the City in preparing reports necessary for reimbursement by FEMA, FHWA and any other applicable Federal, State or local agencies.
- (5) Consultant shall provide daily reports throughout the disaster event, including updates for the daily briefing meetings; reports on the review and validation of the DMC; cubic yard/tonnage reports that provide the number of trucks and volume/tonnage of debris received at each TDMS as well as a total for all TDMSs; and a final report following completion of debris recovery operations.
- (6) Consultant shall retain all documentation for at least ten (10) years following a disaster or emergency event.

1.3.5 FINANCIAL MANAGEMENT & RECOVERY SERVICES

The selected firm will be expected to provide financial management and recovery services to include general post-disaster grant management and administration services. Specific services may include:

1.3.5.1 Damage Assessment

Deployment of a disaster response team to assist with identifying, documenting, and quantifying disaster related damages.

1.3.5.2 Eligibility Consultation

Assessment of damage inventory to determine primary and secondary funding sources for repairs.

1.3.5.3 Project Ranking

Review of damage inventory or mitigation project listing to assign priorities to projects based on urgency and benefit.

1.3.5.4 Financial Advisory

Assist clients with marrying local cost share requirements to funding sources.

**1.3.5.5 Cash Flow Management**

Develop cash based budget tools to assist with managing payment obligations relative to receiving proceeds.

1.3.5.6 Benefit Cost Analysis:

Utilize industry recognized benefit and costing processes to accurately quantify the value of funding projects and initiatives.

1.3.5.7 Feasibility & Effectiveness Studies:

Develop studies to demonstrate the practicality of a repair or mitigating project, as well as the sufficiency of protection offered by the project.

1.3.5.8 Site Survey & Legal Description Review

Gather necessary parcel information to confirm that acquisition and relocation projects are carried out legally.

1.3.5.9 Appraisal & Valuation Services

Develop replacement cost and market value assessments to serve as the basis of award for grant applications.

1.3.5.10 Data Management

Implement data management system to ensure that grant related data is gathered and stored in a manner that meets grant application and reporting requirements.

1.3.5.11 Document Management

Implement document management tool to provide web- based, point and click document storage and viewing.

1.3.5.12 Grant Application Development

Compile, assemble and organize required documentation for application to grant program.

1.3.5.13 Contractor Invoice Reconciliation

Reconcile contractor requests for payment with substantiating field documents and grant funding sources.

**1.3.5.14 Compliance Reporting**

Compile, assemble and organize statistics, project progress and metrics.

1.3.5.15 Project Scoping

Develop scopes of work that achieve grant recipient objectives while satisfying funding and regulatory requirements of federal, state and local agencies.

1.3.5.16 Insurance Adjusting/Subrogation

Gather and review insurance policies, claims and settlements in order to ensure non-duplication of benefit on an insured loss.

1.3.5.17 Eligibility Appeals

During instances of funding de-obligations, drafting of compelling appeals for funding deficiencies.

1.3.5.18 Grant Closeout/Reporting

Provide final reconciliation of expenditures to grant funding applications and award documents.

1.3.5.19 Report Preparation

Prepare appropriate reports for submission to FEMA and/or other federal and state agencies for reimbursement

1.3.5.20 Reimbursement Consulting

Instruct the City on the requirements in order to obtain FEMA and/or other federal and state agency reimbursements

1.3.5.21 Requirement Compliance

Inform the City on the requirements for the above.

1.3.5.22 Record Management

Keep and maintain the necessary records, documents, pictures, and all other data required in order to obtain reimbursements from FEMA and/or other federal and state agencies

1.3.5.23 Establishment of Maintenance of Accounting Records



Records of costs incurred under the terms of this agreement shall be maintained and made available upon request to the City at all time during the period of this agreement and for five years after the event closeout by FEMA/FHWA. Records of costs incurred include the Contractor's general accounting records and the project records, together with supporting documents and records, of all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department of Transportation for a proper audit of costs.

1.3.5.24 Documentation of Project Costs

All costs charged to the project shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, and any other documentation evidencing in proper detail the nature and propriety of the charges.

1.3.5.25 Inspection

The Contractor, the City and Department authorized representatives shall permit authorized agents of FEMA/FHWA to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the project.

1.3.5.26 Comprehensive mitigation programs

Comprehensive mitigation programs to include development of mitigation plan(s), staff training, cost benefit analysis, project management, environmental review and staff augmentation.

1.3.5.27 Other Services

Other Services as Directed by Requestor.

1.3.6 FIELD COLLECTION MONITORING

In order to obtain FEMA reimbursement for Eligible Debris, all loads must be monitored in the field by collection monitors. Specific activities shall include, but not be limited to, the following:

1.3.6.1 Field Monitors and Field Supervisors

Consultant shall provide personnel to serve as Field Monitors and Field Supervisors. The primary function of the Field Monitors is to verify that debris picked up by the DMC recovery crews are Eligible Debris and to issue debris load tickets for such Eligible Debris. Field Supervisors shall oversee and coordinate the work of the Field Monitors.



1.3.6.2 Training & Equipment

Consultant shall train all Field Monitors and Supervisors to ensure that proper FEMA documentation protocol requirements are instituted and followed. Consultant shall equip all Field Monitors with vehicle transportation and with state-of-the-art technology, which shall include cameras, computers, communication devices, GPS devices, and other equipment as deemed necessary and/or appropriate.

1.3.6.3 Monitoring DMC Operations

Consultant will have Field Monitors to monitor all DMC operations. Consultant will have monitors that will observe DMC operations to ensure that only Eligible Debris is removed from the areas designated by the City and to verify the proper loading and compaction of debris into debris recovery equipment. Each truck driver will be given a load ticket that validates where the material originated. Photographs of debris shall be taken as directed by the City to verify the source and type of debris for reimbursement purposes. Trucks that are observed picking up material outside of the designated rights-of-way or that is ineligible will have all loads hauled that day deducted and the load tickets invalidated.

1.3.6.4 Stop Work Orders

If a Field Monitor finds that the DMC's work is not performed as specified by the City, the Field Monitor must immediately initiate a stop work order and notify the Field Supervisor or Project Manager. All stop work orders must be documented and reported to the City's Contract Manager.

1.3.6.5 Detailed Data Collection

Field Monitors shall survey their assigned areas for special needs and record detailed information, including GPS and photo documentation, specific location, specific threat, and any special circumstances regarding the following: Hazardous Stumps, and leaning trees (leaners), as well as a random sample of hanging limbs (hangers). For Hazardous Stumps, Field Monitors shall also record the stump's diameter measured two feet up the trunk from the ground and the quantity of material to fill the hole. Field Monitors shall also document, in detail, removal of the Hazardous Stumps, leaners or hangers.

1.3.6.6 Clean As You Go Policy Enforcement

Field Monitors shall enforce the DMC's Clean As You Go Policy.

1.3.6.7 Safety



The Contractor(s) shall adhere to the Florida Department of Transportation's Manual on Uniform Traffic Control for construction and maintenance work zones when working on or near a road-way. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

1.3.6.8 Damage to public or private property

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

1.3.7 TDMS AND DROP-OFF SITE MONITORS

1.3.7.1 TDMS Monitors

Consultant shall provide Site Monitors for each TDMS. Consultant shall be prepared for the City to begin hauling debris to the TDMSs within twelve (12) hours after commencement of clean-up operations. TDMS Monitor responsibilities shall include, but not be limited to, the following:

- (1) Ensure all loads of debris brought to the site by the DMC and all loads of debris exiting the site are documented with properly completed load tickets. By signing the load ticket, the Site Monitor is certifying that all information on the document is complete and accurate, including load volumes.
- (2) Photograph loads of debris, as directed by the City, and record load information on the photograph.
- (3) Collect all load tickets and provide copies of them to the DMC's designated personnel.
- (4) Obtain and verify the DMC's fleet documentation. Consultant will obtain from the DMC such documentation, including the make; model; license plate number; DMC equipment number; measured maximum volume, in cubic yards, of the load bed of each piece of equipment to be utilized to transport debris; and any other information necessary to comply with FEMA requirements. The measured volume shall be calculated from actual physical measurement performed by DMC and the reported volume shall be the same as shown on the signs affixed to each piece of equipment.
- (5) Certify all debris vehicles at the TDMSs beginning twenty-four (24) to forty-eight (48) hours after the storm passes. Consultant shall update the fleet documents as the DMC adds or deletes vehicles from the collection fleet or when measurement calculations are modified through the random verification process. Consultant shall also periodically and randomly perform volume capacity verifications of recovery vehicles.
- (6) Verify that all DMC equipment has been completely emptied prior to leaving the TDMS.



- (7) Observe all vehicles entering and exiting the TDMS to ensure that all vehicles are in good repair and safe with secure sideboards and tailgate.

1.3.7.2 Field Operation Trailers and Generators

Consultant shall provide or arrange for field operation trailers and generators at all TDMSs for use by its staff.

1.3.7.3 Residential Drop-Off Site Monitors

Consultant shall provide Site Monitors for each Residential Drop-Off Site. Drop-Off Site Monitor responsibilities shall include, but not be limited to, the following:

- (1) Ensure that only City of Pembroke Pines residents are using the site. If an individual is not a resident, it shall be the Site Monitor's responsibility to inform the individual of such and provide them options as to how they can manage their debris as directed by the City.
- (2) Record the address of the eligible site users and the type and quantity of debris they brought to the site.
- (3) Record and provide a copy of the completed load tickets to the DMC to remove the debris from the public Drop-Off Site.
- (4) Photograph debris, as directed by the City, to verify the source and type of debris.
- (5) Assist with communicating to residents proper handling and disposal practices and with distributing informational flyers, at the City's request.

1.3.7.4 Consultant Responsibilities at TDMSs and Drop-Off Sites

Consultant shall be responsible for the following items at all TDMSs and Drop-Off Sites:

- (1) Verify that all sites have access control and security.
- (2) Monitor the type of debris entering the sites, classify debris by FEMA protocols and ensure each type of waste is placed in the proper location.
- (3) Assist with coordinating the logistics of the site to ensure efficient traffic flow.
- (4) Conduct periodic safety inspections to ensure the DMC is complying with safety regulations such as utilizing spotters, properly controlling traffic and wearing proper safety equipment.
- (5) Be responsible for end-of-day activities such as ensuring all operations have ceased for the day and all sites are closed and secured.
- (6) Report safety or other hazards to the City.

1.3.8 OTHER RELATED SERVICES

**1.3.8.1 Aerial Photographs**

Upon request by the City's Contract Manager, Consultant shall provide Aerial Photographs of debris sites. Photographs shall be extremely sharp and clear containing reference boundaries for location identification. Consultant may have to take several photographs to produce one acceptable quality photograph. If the photographs delivered are not of sufficient quality, as determined by the Contract Manager, the City will not be obligated to pay for the flight and photographs. If Consultant and City agree, photos may be retaken at Consultant's expense. Photographs shall be delivered to the City within five (5) business days of order, weather permitting.

1.3.8.2 Other Related Services

Consultant shall provide other related services as requested by the City. Such services may include, but would not be limited to, the following:

- (1) Perform damage assessments to determine areas impacted, quantities of debris and types of debris.
- (2) Assist the City in obtaining any necessary permits, licenses and certificates as may be required to perform debris management work and in clarifying and resolving any compliance issues.
- (3) Provide training to City staff as directed by the Contract Manager.
- (4) Be prepared with appropriate supervisors, staff, and watercraft to oversee clearing of debris from canals and waterways, where required.

1.3.9 CONSULTANT PERSONNEL

- (1) Consultant shall secure, at its expense, all necessary personnel required to perform the services under this RFP. Such personnel shall not be employees of or have any contractual relationship with the City or the City's DMC.
- (2) Consultant shall have a professional staff with the knowledge, skills and training to monitor the disaster recovery process efficiently and effectively. Extensive knowledge of FEMA, FHWA, NRCS, FDOT, FDEP, FFWC and other applicable Federal, State or local agency laws, regulations and policies is required.
- (3) Consultant and Project Manager shall have experience in the FHWA, FEMA, and other applicable Federal, State, and/or local programs to assist the City in its disaster response and recovery efforts. Proper documentation by Consultant as required by FHWA and FEMA is required for all debris removal monitoring operations to ensure reimbursement to the City from the appropriate agency. If necessary, Consultant's personnel shall possess any certifications or licenses that are required by Federal, State or local law in order to perform such services.



- (4) At the annual meeting with the City, Consultant shall submit an operations report that identifies key personnel and positions/classifications dedicated to this contract. Consultant shall update the operations report for any changes such as additions or deletions of staff. Any changes in key personnel, such as, but not limited to, the Project Manager and Field Supervisors, must be approved by the City. The City retains the right to request personnel replacements.
- (5) Consultant's staffing plan shall include the positions listed below. Consultant may use other positions as necessary and as approved by the City. All such positions and applicable hourly rates, inclusive of any associated costs to provide services, shall be listed in the **"Contact Information Form"** provided herein as **Attachment A**.
 - (a) **Project Manager** – Primary point-of-contact to the City and overall responsible for all Consultant services and personnel.
 - (b) **Operations Manager** - On-site manager responsible for managing day-to-day monitoring operations. Duties include conducting morning briefings, staff scheduling and field assignments, coordinating routing and collection priorities with debris hauler. Field Supervisors will report directly to the Operations Manager. Operations Manager reports to the Project Manager.
 - (c) **Project Coordinator** - Oversees project operations, including identifying project roadblocks and needs assessment, project set-up, and final closeout.
 - (d) **Field Supervisor** – Responsible for a crew of Field Monitors.
 - (e) **Field Monitor** – Responsible for overseeing the DMC's debris recovery activities and issuing load tickets.
 - (f) **TDMS Monitor** – Responsible for recording the volume of debris brought to a TDMS by the DMC.
 - (g) **Drop-Off Site Monitor** – Responsible for determining the eligibility of users at the public debris Drop-Off Sites and issuing load tickets to the DMC.
 - (h) **Debris Site Security** – Unarmed and non-sworn security at TDMSs and Drop-Off Sites when sites are not open.
 - (i) **Data Manager** - Responsible for Data Support Personnel.
 - (j) **Data Support Personnel** - Responsible for tracking, verifying, and entering load tickets into a database application, digitizing source documentation.
 - (k) **Billing/Invoice Analyst** - Data management, management of monitoring documentation for the Federal Emergency Management Agency (FEMA), invoice reconciliation, and the debris management system.
 - (l) **GIS Specialist** – Responsible for coordinating GIS application with City GIS staff members.



- (m) **Grant Management Consultant** - Responsible for the Financial Recovery Assistance portion of the project.
 - (n) **Quality Assurance / Quality Control Manager** - Ensures Quality Assurance and Quality Control of the project.
 - (o) **Grant Management Specialist** - Provides support to the Financial Recovery Assistance portion of the project.
- (6) Consultant's TDMS personnel must wear OSHA-required safety equipment whenever on a TDMS and must adhere to all DMC site safety requirements. Field personnel shall be identifiable with safety vests and vehicle placards.
 - (7) The Project Manager shall be on call twenty-four (24) hours per day, seven (7) days per week, and shall be available by cell phone. In the event normal communication (telephone, cell phone, radio, etc.) is unavailable, Consultant shall provide its Project Manager with a reliable means of communication (satellite radio, satellite telephone, etc.) with the City.
 - (8) Consultant's Project Manager shall coordinate daily with the Contract Manager and DMC, and shall comply with all directions and guidance provided by Federal or State representatives.
 - (9) Consultant must attend any and all meetings required by the Contract Manager to evaluate the debris removal and disposal operations.

1.3.10 INVOICING

The Contractor should submit regular invoices for no more than 30-day periods. Invoice format and documentation should be acceptable for FEMA reimbursement. Timely invoicing is beneficial for both City and Contractor. Invoices should be submitted within 60 days of service provision to reconcile with supporting documentation prior to payment disbursement. Payment shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, and Florida Statutes.

1.3.11 FHWA-ER PROGRAM AND 2 CFR PART 200 CONTRACT REQUIREMENTS

- (1) The City intends to seek reimbursement from FHWA for the eligible debris removal performed on federal aid roads. Consequently, the City mandates compliance from the successful Contractor regarding the following:
 - (a) FHWA Form 1273, titled Standard Federal-aid Provisions. FHWA Form 1273 will be included in the final contract.
 - (b) Buy America Requirements
 - (c) 49 CFR Part 26, Disadvantage Business Enterprise Program
- (2) American with Disabilities Act of 1990 (ADA)



- (3) Convict Labor Prohibition
- (4) All invoices must conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
 - (a) Disaster related purchases (those made with a special “disaster purchase order form” shall never be co-mingled with regular invoices.
 - (b) All disaster invoices shall include the location where delivered or where used, if appropriate.
- (5) All contractor’s project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements:
 - (a) Time cards.
 - (b) Daily work reports for every employee, by each separate FEMA category of work
 - (c) Daily equipment use, by each separate FEMA category of work.
 - (d) List of all supplies and materials used, by each separate FEMA category of work.
 - (e) Includes both prime and sub-contractors.
- (6) All work must be properly grouped according to FEMA damage categories as specified in the contract.
- (7) FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract. Based on the current guidance, FHWA will only reimburse the City for the initial collection, hauling and tipping fee, if applicable, of eligible debris. Debris reduction operations are not eligible for reimbursement unless the debris is being reduced as part of a rolling pickup operation. As a result, the FHWA-ER eligible debris that is collected during the first pass shall be hauled to the nearest Final Disposal Site unless otherwise directed by the City.

1.4 CONTRACT TERMS AND ADJUSTMENTS

1.4.1 CONTRACT LENGTH

The City of Pembroke Pines intends to establish a five (5) year agreement, with no renewal terms.

The initial term of the contract resulting from this Solicitation shall remain in effect for approximately a period of five (5) years, ending on December 31st after the 5th year. For instance:

Execution Date	Last Date of the initial Term	Approximate Term



Jun. 1, 2021	December 31, 2026	5 Years & 7 Months
Aug. 1, 2021	December 31, 2026	5 Years & 5 Months
Oct. 1, 2021	December 31, 2026	5 Years & 3 Months
Dec. 1, 2021	December 31, 2026	5 Years & 1 Month
Jan. 1, 2022	December 31, 2026	5 Years
Feb. 1, 2022	December 31, 2027	5 Years & 11 Months

1.4.2 CPI INCREASES

In addition, the rates offered by the Proposer in their proposal shall remain firm for an initial period of approximately one year. After the initial first year of the contract, on the following January 1st, and annually thereafter, the rates shall be automatically increased according to the annual Consumers Price Index-(CPI/U) Miami-Ft. Lauderdale, FL Area for the annual change for the month of April or 2%, whichever is less but not less than zero. For instance:

Execution Date	Date of CPI Adjustment	Prices Held Firm For	CPI Change Applied
Jun. 1, 2021	Jan. 1, 2023	1 Years & 7 Months	Apr 2021 to Apr 2022
Aug. 1, 2021	Jan. 1, 2023	1 Years & 5 Months	Apr 2021 to Apr 2022
Oct. 1, 2021	Jan. 1, 2023	1 Years & 3 Months	Apr 2021 to Apr 2022
Dec. 1, 2021	Jan. 1, 2023	1 Years & 1 Months	Apr 2021 to Apr 2022
Jan. 1, 2022	Jan. 1, 2023	1 Year	Apr 2021 to Apr 2022
Feb. 1, 2022	Jan. 1, 2024	1 Years & 11 Months	Apr 2022 to Apr 2023

1.5 PROPOSAL SUBMISSION

The www.bidsync.com website allows for vendors to complete, scan and upload their documents as part of the bidder's submittal on the website. Proposals should be formatted as follows:

Title Page:

List the following:

Subject: **RFP # AD-21-03 "Disaster Recovery Monitoring and Reimbursement Assistance"**

1. Date
2. Name of the Firm
3. Contact Person (including title) authorized to represent your firm
 - i. Note: This contact person shall also be listed on **Attachment A: Contact Information Form**
4. Telephone Number
5. Email Address



Table of Contents:

Include a clear identification of the material included in the proposal by tab number and page number.

Letter of Interest:

Limit to two (2) pages.

1. This letter shall summarize in a brief and concise manner that the Contractor understands the scope of work and render a positive commitment to perform the work in a professional and timely manner and a description of the firm including:
 - a. Include the size, range of activities, financial history, strength, stability, experience, honors, awards, recognitions, etc.
 - b. Summary of abilities and experience of the firms' professional personnel
 - c. Summary of past performance of the firm on similar projects
 - d. Recent, current, and projected workload of the firm, and availability and access to the firms' top level management personnel.
 - e. A brief statement must be included which explains why your proposal would be the most effective and beneficial to the City.

1.5.1 Proposal Requirements

Prospective proposers interested in responding to this solicitation are requested to provide all of the information listed in this section. Submittals that do not respond completely to all of requirements specified herein may be considered non-responsive and eliminated from the process. Brevity and clarity are encouraged.

Tab 1 - Qualifications and Experience (25 points):

Provide specific examples of similar contracts delivered by the proposed team members. Provide details on related projects (preferably where the team was the same). References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work out-lined herein. Please clearly address all of the items shown below in this section:

1. Confirm that the Proposer is currently, and has been conducting business as, a full-service Disaster Debris Monitoring Consultant for at least, the last five (5) consecutive years. References should reflect this.
 - a. **Attachment F: References Form.** Details of References should include the following:
 - i. Name and location of the project
 - ii. Provide a detailed description of the comparable projects (similar in scope of services to those requested herein).
 - iii. Nature of the firm's responsibility on the project



- iv. Project owner's representative name, address, phone number, and e-mail address
 - v. Project duration and the date the project was completed or is anticipated to be completed.
 - vi. Size of project including number of residents
 - vii. Cost of project
 - viii. Work for which staff was responsible
 - ix. Contract Type
 - x. The results/deliverables of the project
2. Demonstration that the Proposer, or the principals assigned to the project, successfully completed services similar to those specified in the scope of services to at least three (3) government entities with a population of at least 150,000 as the Primary Contractor. For each reference, include the full name, title, telephone number, fax number and valid email address of a representative for whom the engagement was taken who can verify satisfactory performance.
3. Provide list of all government agencies for which the Proposer provided emergency disaster recovery services within the last six (6) years. Provide project/event title and brief description of the work completed. Proposer should note whether it was part of a joint venture and, if so, whether it was the Primary or Secondary Contractor.
4. Identify the disaster management services firm(s) that you have worked with in the past five (5) years.
 - a. Please supply contact names, title, telephone number, fax number and email address from these firms that will be able to verify the quality and accuracy of the documents that they have reviewed from your firm.
5. Demonstrate that the Proposer has experience performing work as a primary contractor on Disaster Debris Monitoring projects exceeding two million dollars (\$2,000,000) per event.
6. Describe the firm's previous experience with State and Federal reimbursement programs; including, but not limited to: of FEMA, FHWA, NRCS and any other applicable Federal or State agencies associated with funding of debris removal and recovery efforts.
7. Describe the firm's experience in filing and receiving Federal and State reimbursements and explain history of FEMA reimbursements, including;
 - a. Closed, active, pending FEMA disputes, audits or lawsuits.
 - b. Explanation of unrecovered FEMA reimbursements.
8. Demonstrate that the firm possesses all appropriate Contractors and professional licenses required to do business in the State of Florida.
 - a. If a Proposer is a corporation, it must be certified with the Florida Secretary of State and have a corporate status in good standing, and in the case of out-of-state corporation, they must present evidence of authority to do business in the State of Florida.



- b. Attach copies of any licenses, certifications, or permits held by your firm that may be applicable to the services requested within this solicitation.
9. List of all pending lawsuits involving the corporation, partnership or individuals with more than ten percent (10%) interest that are related to the services to be provided under this RFP.
 - a. List of all judgments from lawsuits in the last three (3) years involving the corporation, partnership or individuals.

Tab 2 - Ability (25 points):

Please clearly address all of the items shown below in this section:

1. The ability, capacity, skill, and organization of the Proposer to perform and support the needs and objectives within the scope of work as proposed.
2. The character, integrity, reputation, judgment, experience of proposer.
3. **Availability:** The schedule and availability of the proposer; to include response time.
4. **Organizational Chart:** Include organizational chart with names of all persons or entities serving or intending to serve as principals in the Contractors firm. Identify each principal of the firm and any other “key personnel”, such as project managers, supervisors, and contact personnel who will be professionally associated with the services to be provided.
5. **Personnel:** Briefly describe the number of employees and supervisors available for this contract and the firm’s ability to secure subcontractors, if necessary. In addition, provide a list of personnel assigned to the City in the event of contract activation. The list shall include, but is not limited to:
 - a. Contact persons, including telephone numbers and email addresses
 - b. Project Manager
 - c. Other key personnel assigned to the project/this Agreement
 - d. Identify Personnel Ability and Experience: Provide a list of personnel assigned to the City in the event of contract activation. Brief resumes of these individuals are requested and highly encouraged stating their credentials, education, experience, certifications, and all pertinent information to demonstrate capabilities. Proposer will provide experienced staff. Certification or active involvement with disaster preparedness agencies is highly desirable such as: NIMS certification, FEMA Region IV, FEMA National Advisory Council, FEMA National Training Programs (NTP), FEMA Center for Domestic Preparedness (CDP), FEMA Emergency Management Institute (EMI), Florida State Emergency Response Team (SERT), and/or Florida Governor’s Hurricane Conference training/instructor.



6. **Internal vs. Brokered Services:** Please identify the amount of services that the proposer will provide directly and the amount that will be provided through their subcontractors. In addition, please identify the location of the proposer and their sub-contractors, along with the ability of the proposer and their sub-contractors to respond to the City, in the event of an emergency, from their location. Furthermore, please identify the subcontractors' abilities and qualifications as related to the contract's specific requirements and their ability to accomplish the work specified herein.
7. **Financial Stability:**
 - a. Each Contractor shall certify and provide a statement that it is financially stable and has the necessary resources, human and financial, to provide the services at the level required by the City. Each Contractor shall be prepared to supply a financial statement upon request. If a subcontractor or joint venture arrangement is being proposed, provide similar information for those participants in the Proposal. Provide clear and sufficient information that will provide insight to the City about the financial qualifications, fitness, and stability of the Contractor.
 - b. **Attachment H: Financial Work Sheet**
8. **Workload:** The Current and projected workload of the proposer; to include current contracts with other government entities. List contract(s) of similar scope currently in effect within the State of Florida. Contract list should include: the Name of the Municipality/County, date the Contract was initially executed, date of subsequent renewal(s), and Expiration Date.
 - a. Provide reasonable assurance that such obligations will not preclude Contractor from meeting its obligations under this contract.
 - b. Plan for managing multiple Florida-based debris management/monitoring contracts.
 - c. Proposer must have provided services as a primary disaster debris monitoring consultant similar to those required in this RFP to at least one (1) jurisdiction of at least 150,000 people.
 - d. Identify what contractual commitments your key subcontractors have in the Broward, Miami-Dade and Palm Beach County area.

Tab 3 - Operational Plan (20 points):

The Operational Plan shall demonstrate the proposer's compliance with the bid specifications and demonstrate their understanding of the requirements and needs of the City.

1. The Operational Plan shall clearly address all aspects of the services proposed; including debris monitoring services, pre-planning services, operating plan, mobilization timeframes, staffing, management, employee



- training, documentation procedures, quality assurance, quality control, customer service plans, onsite emergency response and communications, assistance with FEMA Reimbursement, etc.
2. Organizational structure of firm; chain of command, organizational and procedural graphics. Include information regarding subcontractors.
 3. The City encourages participation from small businesses, women's business enterprises, minority-owned firms and labor surplus area firms pursuant to Federal and State law as out-lined in 2 C.F.R. Part 200.321. Provide firm's approach and plan to apply and adhere to the "six affirmative steps" with regard to engagement of subcontractors in the performance of this contract.
 4. Define methods used to complete assigned tasks and clearly describe all aspects of the proposed plan of action for the City.
 5. Include details of your approach, work plans and phasing.
 6. Identify any issues or concerns of significance that may be appropriate.

Tab 4 – Project Cost (25 points):

1. **Attachment A: Contact Information Form**
 - a. Attached is contact information form (**Attachment A**) where the vendor will enter their contact information and complete the proposal checklist. The Contact information form shall be electronically signed by the contact person authorized to represent the contractor. This form must be completed and submitted through www.bidsync.com as a part of the bidder's submittal.
 - b. The vendor must provide their pricing through the designated lines items listed on the BidSync website.
 - c. Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation.
 - d. The contact information form should contain an electronic signature of the authorized representative of the Proposer along with the address and telephone number for communications regarding the Proposal.

Tab 5 – Other Completed Documents:

1. Attachment B: Non-Collusive Affidavit
2. Attachment C: Proposer's Background Information

1.5.2 Exceptions to the Solicitation

Please indicate any exceptions that that Proposer has to the terms of this solicitation, however please note that any exceptions may eliminate the proposer from consideration.



1.5.3 Additional Information

Please provide any additional information that you deem necessary to complete your proposal in this section, if it has not been requested in another section. Please limit this section to 20 pages.

1.6 VENDOR REGISTRATION DOCUMENTS

The City of Pembroke Pines is currently implementing an enhanced Citywide Enterprise Resource Planning (ERP) system with the goal of updating our processes and improving customer service. Part of the new Tyler Technologies Munis ERP system will include a vendor management module. In addition, this new system will include a Vendor Self Service (VSS) web portal which will allow vendors to update their information and documents on an as-needed basis. Using VSS, vendors will also be able to enter and maintain their contact and remittance information, discount and payment terms, designated contact persons, and the commodity codes that represent the goods and services the vendor can provide.

While we work towards go-live with the new VSS web portal, we are requesting for vendors to complete the attached Vendor Registration Packet and submit it to purchasing@ppines.com to help facilitate the implementation process.

The new process is intended to make the bidding process easier for vendors that bid on multiple City projects. This process will allow vendors to complete and submit the following standard forms and documents at any time prior to bidding on a project. In addition, the vendors will be able to utilize these same forms without the need to re-fill and re-submit the forms each time they bid on a City project. In the event that the City does not have one of the forms or documents listed below for your company, the City may reach out to your company after the bid has closed to obtain the document(s).

Furthermore, please make sure to update this information on an as-needed basis so that all pertinent information is accurate, such as local business tax receipts, and any other relevant information.

The following documents can be found at <https://www.ppines.com/784/Vendor-Registration> and can be completed prior to the bidding process and do not need to be attached to your submittal.

1.6.1 Vendor Information Form

1.6.2 Form W-9 (Rev. October 2018)

- a. Previously dated versions of this form will delay the processing of any payments to the selected vendor.

1.6.3 Sworn Statement on Public Entity Crimes Form



1.6.4 Local Business Tax Receipts

1.6.5 Veteran Owned Small Business Preference Certification

- a. If claiming Veteran Owned Small Business Preference Certification, business must attach the “Determination Letter” from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).
- b. The Veteran Owned Small Business Preference Certification form must be completed by/for the proposer; the proposer **WILL NOT** qualify for Veteran Owned Small Business Preference based on their sub-contractors’ qualifications.

1.6.6 Equal Benefits Certification Form

1.6.7 Vendor Drug-Free Workplace Certification Form

1.6.8 Scrutinized Company Certification

1.6.9 E-Verify System Certification Statement

- a. Effective January 1, 2021, pursuant to Section 448.095, Florida Statutes, the City may not enter into a contract with a vendor/contractor/subcontractor unless that vendor/contractor/subcontractor is registered with and uses the E-Verify system administered by the U.S. Department of Homeland Security (“DHS”).
- b. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

1.6.10 Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters for Expenditure of Federal Funds

- a. **Lobbying:**
 - i. As required by 7 CFR Part 3018, for persons entering into a contract, grant or cooperative agreement over **\$100,000** involving the expenditure of Federal funds, the Contractor must complete the **Certification Regarding Lobbying**.
 - ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or



employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall also complete and submit the **Standard Form - LLL, "Disclosure Form to Report Lobbying,"** in accordance with its instructions.

b. Debarment, Suspension and Other Responsibility Matters:

- i. Where the Contractor is unable to certify to any of the statements in the certification for **Debarment, Suspension and Other Responsibility Matters**, he or she shall **provide an explanation.**

1.6.11 Minority-Owned Business Enterprise

1.6.12 Woman-Owned Business Enterprise

1.6.13 HUBZone-Certified Small Businesses / Labor Surplus Area Firms

1.7 EVALUATION OF PROPOSALS & PROCESS OF SELECTION

- A. Staff will evaluate all responsive proposals received from proposers who meet or exceed the bid requirements contained in the RFP. Evaluations shall be based upon the information and references contained in the proposals as submitted. **As such, the Proposal should be as comprehensive as possible; clearly describing the details of services that the Proposer intends to provide.**
- B. The City will convene an Evaluation Committee and brief its members on the scope of the project and the services required. The Evaluation Committee will evaluate proposals based on the following criteria

Criteria	Points
Qualifications and Experience	25 points
Ability	25 points
Operational Plan	20 points
Project Cost	25 points
Veteran Owned Small Business Preference*	2.5 points
Minority-Owned Business Enterprise, Woman-Owned Business Enterprise, and/or HUBZone-Certified Small Businesses / Labor Surplus Area Firms*	2.5 points
Total Points	100 points

**Please note that the Veteran Owned Small Business (VOSB) Preference is used to evaluate the submittals received from proposers and are assigned point totals, a preference of two and a half (2.5) points of the total evaluation point shall be given to*



the Veteran Owned Small Businesses. Vendors must submit the attached Veteran Owned Small Business Preference Certification Form in order to qualify for these evaluation points.

In addition, firms that qualify as a Minority-Owned Business Enterprise, Woman-Owned Business Enterprise, and/or HUBZone-Certified Small Businesses / Labor Surplus Area Firms shall also receive a preference of two and a half (2.5) points.

All other vendors shall receive zero (0) points for these criteria.

- C. The Evaluation Committee shall have the option to short-list the proposers based on the criteria listed above. In addition, the Evaluation Committee may schedule a meeting for the firms to make presentations and answer questions of clarification as part of its evaluation. As part of this process, the firms shall have officials of the appropriate management level present and representing the firm. The project manager should be available. The firm shall be prepared to present an overall briefing regarding the manner in which the contractual obligations will be accomplished.
- D. The Evaluation Committee will make a recommendation to the City Commission for award of contract. The contract shall be awarded to the most responsive/responsible proposer whose proposal is determined to be the most advantageous to the City taking into consideration the evaluation criteria. The City intends to award a primary, secondary and tertiary firm to ensure that the City has coverage during a disaster.

1.7.1 SCORING FOR PROJECT COST CRITERIA

The Evaluation Committee will utilize the following when calculating the weighted score of each vendor related to the **Project Cost** criteria.

The **Project Cost** for each proposer will be multiplied against the City's estimated amounts, to determine the Proposal amounts for each proposer.

Then the **Lowest Proposal** will be divided by **Proposer "X" Cost Proposal** times the **Maximum Available Points for the Pricing Criteria = Proposer "X" Cost Score.**

Example:

Firm "A" cost proposal is \$10,000 and is the lowest cost proposal

Firm "B" cost proposal is \$15,000

Firm "C" cost proposal is \$20,000

Maximum Points Available for the "Project Cost" criteria: 25

Calculation:

Firm "A": Lowest price and receives 25 points

Firm "B": $\$10,000 / \$15,000 \times 25 \text{ points} = 16.67 \text{ points}$



Firm "C": \$10,000/\$20,000 x 25 points = 12.50 points

1.8 TENTATIVE SCHEDULE OF EVENTS

Event	Time &/or Date
Issuance of Solicitation (Posting Date)	March 23, 2021
Non-Mandatory Pre-Bid Meeting	9:00 a.m. on April 1, 2021
Question Due Date	April 5, 2021
Anticipated Date of Issuance for the Addenda with Questions and Answers	April 8, 2021
Proposals will be accepted until	2:00 p.m. on April 20, 2021
Proposals will be opened at	2:30 p.m. on April 20, 2021
Evaluation of Proposals by Staff	May 2021
Recommendation of Contractor to City Commission award	June 2, 2021

1.8.1 VIRTUAL NON-MANDATORY PRE-BID MEETING

There will be a non-mandatory scheduled pre-bid meeting on **April 1, 2021 at 9:00 a.m.** Meeting location will be at the Public Services Building at 8300 S. Palm Drive, Pembroke Pines, FL 33025.

At the time of writing this notice, the City will not be opening up the physical location for public access as City offices are closed to the public, due to the COVID-19 Coronavirus Pandemic.

As a result, meetings may be a combination of in-person and virtual, all as provided by law. In any event, the public is encouraged to attend the meeting virtually in lieu of attending the meeting in person.

While considering public health concerns, in the abundance of caution, the City is requesting that interested parties utilize live streaming as a safe way for vendors and the public to participate in lieu of attending the meeting in person.

The public is invited to attend the meeting virtually via the Cisco Webex Meetings platform.

- WebEx Meeting Link: <https://ppines.webex.com/meet/purchasing>
- Cisco Webex Meeting Number: 717 019 586
- Join by Phone Number: +1-408-418-9388

The public may download the Cisco Webex Meetings app from <https://www.webex.com/downloads.html/>.



City of Pembroke Pines

If any member of the public requires additional information about this meeting or has any questions about how to access the meeting, please contact:

Danny Benedit, Procurement Department
City of Pembroke Pines
8300 South Palm Drive,
Pembroke Pines, FL 33025
954-518-9022
purchasing@ppines.com

1.9 SUBMISSION REQUIREMENTS

Bids/proposals **must be submitted electronically** at www.bidsync.com on or before 2:00 p.m. on April 20, 2021.

Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation.

The vendor must provide their pricing through the designated lines items listed on the BidSync website. In addition, the vendor must complete any webforms on the BidSync website and provide any additional information requested throughout this solicitation. Any additional information requested in the solicitation should be scanned and uploaded. **Unless otherwise specified, the City requests for vendors to upload their documents as one (1) PDF document in the order that is outline in the bid package.**

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. BidSync Support is happy to help you with submitting your proposal and to ensure that you are submitting your proposals correctly, but we ask that you contact their support line at 1-800-990-9339 with ample time before the bid closing date and time.

PLEASE DO NOT SUBMIT ANY PROPOSALS VIA MAIL, E-MAIL OR FAX.



SECTION 2 - INSURANCE REQUIREMENTS

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

2.2 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

2.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

2.4 Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the CONTRACTOR or their Insurance Broker must agree to provide notice.

2.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

2.6 REQUIRED INSURANCE



CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

- ✓ ☐ 2.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. *(For Construction projects: Increase to ten (10) years and include a Designated Construction Project(s) General Aggregate Limit)*

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- ✓ ☐ 2.6.2 Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

Yes No



- ✓ ☐ 2.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$1,000,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

Yes No

☐ ☐

2.6.3.1 If CONTRACTOR requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence

Yes No

- ✓ ☐ 2.6.4 Umbrella/Excess Liability Insurance in the amount of **\$2,000,000.00** as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- ✓ ☐ 2.6.5 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than **\$2,000,000** per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years.)*

Yes No



- ☐ * 2.6.6 Environmental/Pollution Liability insurance shall be required with a limit of no less than \$1,000,000 per wrongful act. Coverage shall include: CONTRACTOR's completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years)*

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- ☐ * 2.6.7 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- ☐ * 2.6.8 Crime Coverage shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000 per loss. If CONTRACTOR is physically located on CITY's premises, a third-party fidelity coverage extension shall apply.

Yes No

- ☐ * 2.6.9 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than \$1,000,000 per Occurrence, including products & completed operations. This coverage shall be maintained for a period of no less than the



later of three (3) years after the delivery of goods/services or final payment of this Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- ☐ **x** 2.6.10 Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than \$1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- ☐ **x** 2.6.11 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed.)*

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- ☐ **x** 2.6.12 Builder's Risk Insurance shall be "All Risk" for one hundred percent (100%) of the completed value of the project that is the subject of this Agreement with a deductible of not more than five percent (5%) for Named Windstorm and \$20,000 per claim for all other perils. The Builder's Risk Insurance shall include interests of the CITY, the CONTRACTOR and subcontractors of the project. The CONTRACTOR shall include a separate line item for all costs associated with the Builder's Risk Insurance Coverage for the project. The CITY reserves the right at its sole discretion to utilize the CONTRACTOR's Builder's Risk Insurance or for the CITY to purchase its own Builder's Risk Insurance for the Project. Prior to the CONTRACTOR purchasing the Builder's Risk insurance for the project, the CONTRACTOR shall allow the CITY the opportunity to analyze the CONTRACTOR's coverage and determine who shall purchase the coverage. Should the CITY utilize the CONTRACTOR's Builder's Risk Insurance, the CONTRACTOR shall be responsible for all deductibles. If the CITY chooses to purchase the Builder's Risk Coverage on the project, the CONTRACTOR shall provide the CITY



with a change order deduct for all premiums and costs associated with the Builder's Risk insurance in their schedule. Should the CITY choose to utilize the CITY's Builder's Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the CONTRACTOR shall be responsible for the All Other Perils Deductible.

If and when 100% is not available or reasonable, the CITY Risk Manager is to make the determination as to what limits are appropriate for the given project.

Yes No

☐ ☒ 2.6.13 Other Insurance

2.7 REQUIRED ENDORSEMENTS

- 2.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
- 2.7.2 Waiver of all Rights of Subrogation against the CITY.
- 2.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.
- 2.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory.
- 2.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
- 2.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

2.8 Any and all insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

2.9 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.

2.10 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.



SECTION 3 - GENERAL TERMS & CONDITIONS

3.1 EXAMINATION OF CONTRACT DOCUMENTS

Before submitting a Proposal, each Proposer should (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, (b) study and carefully correlate the Proposer's observations with the Proposal Documents; and (c) notify the Purchasing Manager of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

The Proposer, by and through the submission of a Proposal, agrees that Proposer shall be held responsible for having familiarized themselves with the nature and extent of the work and any local conditions that may affect the work to be done and the services, equipment, materials, parts and labor required.

3.2 CONFLICT OF INSTRUCTIONS

If a conflict exists between the General Conditions and Instructions stated herein and specific conditions and instructions contained in specifications, the specifications shall govern.

3.3 ADDENDA or ADDENDUM

A formal solicitation may require an Addendum to be issued. An addendum in some way may clarify, correct or change the original solicitation (i.e. due date/time, specifications, terms, conditions, line item). Vendors submitting a proposal should check the BidSync website for any addenda issued. Vendors are cautioned not to consider verbal modifications to the solicitation, as the addendum issued through BidSync will be the only official method whereby changes will be made.

3.4 INTERPRETATIONS AND QUESTIONS

If the Proposer is in doubt as to the meaning of any of the Proposal Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, the Proposer shall submit a question for interpretation or clarification. The City requires all questions relating to the solicitation be entered through the **"Ask a Question"** option tab available on the BidSync website. Responses to the questions will be provided online at www.bidsync.com. Such request must be received by the **"Question Due Date"** stated in the solicitation. Questions received after **"Question Due Date"** shall not be answered. Interpretations or clarifications in response to such questions will be issued via BidSync. The issuance of a response via BidSync is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

BidSync Support is also available to assist proposers with submitting their proposal and to ensure that proposers are submitting their proposals correctly. Proposers should ensure that they contact the BidSync support line at 1-800-990-9339 with ample time before the bid closing date and time.

For all other questions related to this solicitation, please contact the Purchasing Division at purchasing@ppines.com.

3.5 RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES

The awarded contractor shall observe and obey all laws, ordinances, rules, and regulations of the federal, state, and CITY, which may be applicable to the service being provided. The awarded firm shall have or be responsible for obtaining all necessary permits or licenses required, if necessary, in order to provide this service.



Bidder warrants by submittal that prices quoted here are in conformity with the latest federal price guidelines, if any.

3.6 WARRANTIES FOR USAGE

Whenever a bid is sought, seeking a source of supply for a specified time for materials or service, the quantities or usage shown are estimated only. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for bidders information only and will be used for tabulation and presentation of bid.

3.7 BRAND NAMES

If and wherever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase "OR EQUAL" is added. However, if a product other than that specified is bid, Bidders shall indicate on their proposal and clearly state the proposed substitution and deviation. It is the vendor's responsibility to provide any necessary documentation and samples within their bid submittal to prove that the product is equal to that specified. Such samples are to be furnished before the date of bid opening, unless otherwise specified. Additional evidence in the form of documentation and samples may be requested if the proposed brand is other than that specified. The City retains the right to determine if the proposed brand shall be considered as an approved equivalent or not.

3.8 QUALITY

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new, the latest model, of the best quality, and

highest grade workmanship, unless otherwise noted.

3.9 SAMPLES

Samples, when requested, must be furnished before, or at the bid opening, unless otherwise specified, and delivered free of expense to the City and if not used in testing or destroyed, will upon request within thirty (30) days of bid award be returned at the bidders expense.

3.10 DEVELOPMENT COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a Bid in response to this solicitation. All information in the Bid shall be provided at no cost to the City.

3.11 PRICING

Prices should be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the unit prices quoted will govern.

Bidder warrants by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for acceptance for a period of ninety (90) days from date of bid opening unless otherwise stated by the City or bidder.

3.12 DELIVERY POINT

All items shall be delivered F.O.B. destination, and delivery cost and charges included in the bid price. Failure to do so may be cause for rejection of bid.

3.13 TAX EXEMPT STATUS

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

3.14 CONTRACT TIME

By virtue of the submission of the Proposal, Proposer agrees and fully understands that



the completion time of the work of the Contract is an essential and material condition of the Contract and that time is of the essence. The Successful Proposer agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. Failure to complete the work within the time period specified shall be considered a default.

In addition, time will be of the essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders, or part thereof, without obligation if delivery is not made at the time(s) or place(s) specified.

3.15 COPYRIGHT OR PATENT RIGHTS

Bidder warrants that there have been no violations of copyrights or patent rights in manufacturing, producing, or selling other goods shipped or ordered as a result of this bid, and seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by such violation.

3.16 PUBLIC ENTITY CRIMES

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

The Public Entity Crime Affidavit Form, attached to this solicitation, includes

documentation that shall be executed by an individual authorized to bind the Proposer. The Proposer further understands and accepts that any contract issued as a result of this solicitation shall be either voidable or subject to immediate termination by the City. In the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The City in the event in such termination, shall not incur any liability to the Bidder for any goods, services or materials furnished.

3.17 CONFLICT OF INTEREST

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of CITY or any of its agencies. Further, all Proposers must disclose the name of any officer or employee of CITY who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches or affiliate companies.

3.18 FACILITIES

The City reserves the right to inspect the Bidder's facilities at any time with prior notice.

3.19 ENVIRONMENTAL REGULATIONS

CITY reserves the right to consider Proposer's history of citations and/or violations of environmental regulations in determining a Proposer's responsibility, and further reserves the right to declare a Proposer not responsible if the history of violations warrant such determination. Proposer shall submit with the Proposal, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify



CITY immediately of notice of any citation or violation that Proposer may receive after the Proposal opening date and during the time of performance of any contract awarded to Proposers.

3.20 SIGNATURE REQUIRED

All proposals must be signed with the firm name and by an officer or employee having authority to bind the company or firm by his signature. FAILURE TO PROPERLY SIGN PROPOSAL SHALL INVALIDATE SAME, AND IT MAY NOT BE CONSIDERED FOR AWARD.

The individual executing this Bid on behalf of the Company warrant to the City that the Company is authorized to do business in the State of Florida, is in good standing and that Company possesses all of the required licenses and certificates of competency required by the State of Florida and Broward County to provide the goods or perform the services herein described.

The signed bid shall be considered an offer on the part of the bidder or contractor, which offer shall be deemed accepted upon approval by the City Commission of the City of Pembroke Pines and in case of default on the part of the bidder or contractor after such acceptance, the City of Pembroke Pines may take such action as it deems appropriate including legal action for damages or specific performance.

3.21 MANUFACTURER'S CERTIFICATION

The City of Pembroke Pines reserves the right to request from bidder separate manufacturer certification of all statements made in the proposal.

3.22 MODIFICATION OR WITHDRAWAL OF PROPOSAL

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync

website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals.

3.23 PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS

All submittals received by the deadline will be recorded, and will subsequently be publicly opened on the same business day at 2:30 p.m. at the office of the City Clerk, 4th Floor, 601 City Center Way, Pembroke Pines, Florida, 33025.

All Proposals received from Proposers in response to the solicitation will become the property of CITY and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of CITY. Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

Pursuant to Section 119.071 of the Florida Statutes, sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier.

Therefore, bidders will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening.

However, pursuant to Section 255.0518 of the Florida Statutes, when opening sealed bids that are received pursuant to a competitive solicitation for **construction or repairs on a public building or public work**, the entity shall:

- (a) Open the sealed bids at a public meeting.



(b) Announce at that meeting the name of each bidder and the price submitted in the bid.

(c) Make available upon request the name of each bidder and the price submitted in the bid.

For solicitations that are **not** for **“construction or repairs on a public building or public work”** the City shall not reveal the prices submitted in the bids until an intended decision is announced or until 30 days from the opening, whichever is earlier.

3.24 RESERVATIONS FOR REJECTION AND AWARD

The City of Pembroke Pines reserves the right to accept or reject any and all bids or parts of bids, to waive irregularities and technicalities, and to request rebids. The City also reserves the right to award a contract on such items(s) or service(s) the City deems will best serve its interests. All bids shall be awarded to the most responsive/responsible bidder, provided the (City) may for good cause reject any bid or part thereof. It further reserves the right to award a contract on a split order basis, or such combinations as shall best serve the interests of the City unless otherwise specified. No premiums, rebates or gratuities permitted, either with, prior to, or after award. This practice shall result in the cancellation of said award and/or return of items (as applicable) and the recommended removal of bidder from bid list(s).

3.25 BID PROTEST

Any protests or challenges to this competitive procurement shall be governed by Section 35.38 of the City's Code of Ordinances.

3.26 INDEMNIFICATION

The Successful Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the subsequent indemnifications including, but not limited to,

reasonable attorney's fees (including appellate attorney's fees) and costs.

CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Successful Proposer under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

Additional indemnification requirements may be included under Special Terms and Conditions and/or as part of a specimen contract included in the solicitation package.

General Indemnification: To the fullest extent permitted by laws and regulations, Successful Proposer shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in consequential arising out of or alleged to have arisen out of or in consequence of the products, goods or services furnished by or operations of the Successful Proposer or his subcontractors, agents, officers, employees or independent contractors pursuant to or in the performance of the Contract.

Patent and Copyright Indemnification: Successful Proposer agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any invention, process, material, property or other work manufactured or used in connection with the performance of the Contract, including its use by CITY.

3.27 DEFAULT PROVISION



In the case of default by the bidder or contractor, the City of Pembroke Pines may procure the articles or services from any other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.

The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Bidder to accept the Award, to furnish required documents, and/or to fulfill any portion of the contract within the time stipulated. Upon default by the successful Bidder to meet any terms of this agreement, the City will notify the Bidder five (5) days (weekends and holidays excluded) to remedy the default. Failure on the Contractor's part to correct the default within the required five (5) days shall result in the contract being terminated and upon the City notifying in writing the Contractor of its intentions and the effective date of the termination. The following shall constitute default:

A. Failure to perform the Work required under the contract and/or within the time required or failing to use the subcontractor, entities and personnel as identified and set forth, and to the degree specified in the contract.

B. Failure to begin the Work under this Bid within the time specified.

C. Failure to perform the Work with sufficient Workers and equipment or with sufficient materials to ensure timely completion.

D. Neglecting or refusing to remove materials or perform new Work where prior Work has been rejected as non-conforming with the terms of the contract.

E. Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful Bidder incapable of performing the Work in accordance with and as required by the contract.

F. Failure to comply with any of the terms of the contract in any material respect.

In the event of default of a contract, the successful Bidder shall pay all attorney's fees and court costs incurred in collecting any damages. The successful Bidder shall pay the City for any and all costs incurred in ensuing the completion of the project.

Additional provisions may be included in the specimen contract.

3.28 ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or services is made and thereafter accepted to the satisfaction of the City and must comply with the terms herein, and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product to seller at the sellers expense.

3.29 LOCAL GOVERNMENT PROMPT PAYMENT ACT

The City complies with Florida Statute 218.70, Local Government Prompt Payment Act.

3.30 SCRUTINIZED COMPANIES LIST

In accordance with Florida Statute 287.135, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services if:

(a) Any amount of, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or



(b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

1. Is 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 s. 215.473; or
2. Is engaged in business operations in Syria.

By submitting a bid, proposal or response, the company, principals or owners certify that they are not listed on the Scrutinized Companies that boycott Israel List, Scrutinized Companies with activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria.

3.31 PUBLIC RECORDS; TRADE SECRET, PROPRIETARY AND CONFIDENTIAL SUBMITTALS

The Proposer's response to this solicitation is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this solicitation and the Contract to be executed for this solicitation, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the solicitation purporting to require confidentiality of any portion of the Proposer's response to the solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other

information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the solicitation constitutes a Trade Secret.

Any claim of confidentiality on financial statements must be asserted at the time of submittal. The firm must identify the specific statute that authorizes the exemption from the Public Records Law. Please note that the financial statement exemption provided for in Section 119.071(1)c, Florida Statutes only applies to submittals in response to a solicitation for a "public works" project.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED. ALL DOCUMENTS THAT THE FIRM PURPORTS TO BE CONFIDENTIAL, PROPRIETARY OR A TRADE SECRET SHALL BE UPLOADED TO THE BIDS SYNC WEBSITE AS A SEPARATE ATTACHMENT CLEARLY IDENTIFYING THE EXEMPTION BEING CLAIMED UNDER FLORIDA STATUTES 119.07.

The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records.



3.32 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

It is hereby made part of this solicitation that the submission of any bid response to this advertised request constitutes a bid made under the same or similar terms and conditions, for the same price, or better price, to other government agencies if agreeable by the bidder and the government agency.

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received, and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

3.33 CONE OF SILENCE

Prohibited Communication: In accordance with the Cone of Silence Ordinance, Section 35.40 of the City's Code of Ordinances, during the course of a sealed competitive solicitation, a cone of silence shall be in effect between:

(1) Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a sealed competitive solicitation or that is subject to being evaluated or having its response evaluated in connection with a sealed competitive solicitation, including a person or entity's representative; and

(2) The City Manager or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager

regarding a sealed competitive solicitation, including any member of the selection/evaluation committee.

Effective Dates: A cone of silence shall be in effect during a sealed competitive solicitation process beginning upon the advertisement for the sealed competitive solicitation or during such other procurement activities as declared by the City Commission, and shall terminate at the time the City Commission takes final action or gives final approval of a contract, rejects all bids or responses to the sealed competitive solicitation, or takes other action which ends the sealed competitive solicitation process.

Permitted communication: The cone of silence shall not apply to:

(1) Written or oral communications with legal counsel for the city, the Procurement Department staff for the city, and the person or persons designated in the sealed competitive solicitation as the contact person for clarification or information related to the sealed competitive solicitation.

(2) Public presentations, asking questions, or providing feedback at pre-bid meetings, site visits or conferences or at a selection, evaluation or negotiation meeting related to the sealed competitive solicitation.

(3) Contract negotiations with the selected entity.

Violations: Any action in violation of this section shall be cause for disqualification of the bid or the proposal.

3.34 E-VERIFY

Contractor certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

1) Definitions for this Section:

- a) "Contractor" means a person or entity that has entered or is attempting to



enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

- b) "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
- c) "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2) Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors / subconsultants / subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's

E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

- c) The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.



SECTION 4 - SPECIAL TERMS & CONDITIONS

4.1 PROPOSAL SECURITY

Not applicable.

4.2 PAYMENT AND PERFORMANCE BONDS

Not applicable.

4.3 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

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

A. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

B. ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL

GRANTOR AGENCY AND COMPTROLLER GENERAL

The Contractor shall allow access by the grantee, sub grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

C. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees).

All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by any authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

D. DAVIS-BACON & RELATED ACTS

If construction, alternation or repair of public buildings or public works project is **funded or assisted under one or more Federal**



statute, the Davis-Bacon prevailing wage provisions may apply to the project if any of the applicable statutes requires payment of Davis-Bacon wage rates.

The Davis-Bacon Act requires that each contract over \$2,000 to which the United States or the District of Columbia is a party for the construction, alteration, or repair of public buildings or public works shall contain a clause setting forth the minimum wages to be paid to various classes of laborers and mechanics employed under the contract. Under the provisions of the Act, contractors or their subcontractors are to pay workers employed directly upon the site of the work no less than the locally prevailing wages and fringe benefits paid on projects of a similar character.

In addition to the Davis-Bacon Act itself, Congress has added prevailing wage provisions to approximately 60 statutes which assist construction projects through grants, loans, loan guarantees, and insurance. These "related Acts" involve construction in such areas as transportation, housing, air and water pollution reduction, and health. Davis-Bacon wage determinations are to be used in accordance with the provisions of Regulations, 29 CFR Part 1, Part 3, and Part 5.

E. COPELAND ANTI-KICKBACK ACT

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any

subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

F. CONTRACT WORK HOURS AND SAFETY STANDARDS

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702-3704) as supplemented by Department of Labor regulations (29 CFR Part 5).

G. FEDERAL CLEAN AIR AND WATER ACTS

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

H. SUSPENSION AND DEBARMENT

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

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



or disqualified (defined at 2 C.F.R. § 180.935).

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

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

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

I. ANTI-LOBBYING

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

disclosures are forwarded from tier to tier up to the recipient.

This provision is applicable to all Federal-aid construction contracts and to all related sub-contracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the



required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

J. RECYCLED PRODUCTS / RECOVERED MATERIALS

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including, but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

K. MINORITY / WOMEN'S / LABOR SURPLUS FIRMS PARTICIPATION

In accordance with the requirements as stated in C.F.R. 200.321, the City 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 (1) through (5) below.

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

CONTACT INFORMATION FORM

IN ACCORDANCE WITH **AD-21-03** titled “**Disaster Recovery Monitoring and Reimbursement Assistance**” attached hereto as a part hereof, the undersigned submits the following:

A) Contact Information

The Contact information form shall be electronically signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal. This form must be completed and submitted through www.bidsync.com as part of the bidder’s submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

COMPANY INFORMATION:

COMPANY:

STREET ADDRESS:

CITY, STATE & ZIP CODE:

PRIMARY CONTACT FOR THE PROJECT:

NAME: TITLE:

E-MAIL:

TELEPHONE: FAX:

AUTHORIZED APPROVER:

NAME: TITLE:

E-MAIL:

TELEPHONE: FAX:

SIGNATURE:

B) Proposal Checklist

Did you submit the following items, as stated in section 1.5 “Proposal Submission” of the bid package?

Title Page	Yes ☐
Table of Contents	Yes ☐
Letter of Interest	Yes ☐

Did you make sure to submit the following items, as stated in section 1.5.1 “Proposal Requirements” of the bid package?

Tab 1 - Qualifications and Experience	Yes ☐
Attachment F: References	Yes ☐
Tab 2 - Ability	Yes ☐
Attachment H: Financial Work Sheet	Yes ☐
Tab 3 - Operational Plan	Yes ☐
Tab 4 – Project Cost	Yes ☐
Attachment A: Contact Information Form	Yes ☐
Tab 5 – Other Completed Documents	Yes ☐
Attachment B: Non-Collusive Affidavit	Yes ☐
Attachment C: Proposer’s Background Information	Yes ☐

Did you make sure to complete the following documents listed in section 1.6?

Vendor Information Form	Yes ☐
Form W-9 (Rev. October 2018)	Yes ☐
Sworn Statement on Public Entity Crimes Form	Yes ☐
Local Business Tax Receipts	Yes ☐
Veteran Owned Small Business Preference Certification	Yes ☐
Equal Benefits Certification Form	Yes ☐
Vendor Drug-Free Workplace Certification Form	Yes ☐
Scrutinized Company Certification	Yes ☐
E-Verify System Certification Statement	Yes ☐
Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters for Expenditure of Federal Funds	Yes ☐
Debarment, Suspension and Other Responsibility Matters	Yes ☐
Minority-Owned Business Enterprise	Yes ☐
Woman-Owned Business Enterprise	Yes ☐
HUBZone-Certified Small Businesses / Labor Surplus Area Firms	Yes ☐

C) Sample Proposal Form

The following sample price proposal is for information only. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

SCHEDULE 1 – LABOR				
Labor - Proposer shall provide hourly rates for the following key personnel. These rates shall be fully burdened to include all applicable taxes, benefits, handling charges, overhead, and profits (excluding lodging, meals, and transportation). Proposer should add other positions necessary to provide the services outlined in this RFP and hourly rates for each. Job descriptions for each added position should be included in the proposal. Please use additional sheets if necessary.				
Item #	Position	Unit of Measure	Estimated Quantity	Price Per Unit of Measure
A1)	Project Manager Primary point-of-contact to the City and overall responsible for all Consultant services and personnel.	Hour	1,430.00	Price to be Submitted Via BidSync
A2)	Operations Manager On-site manager responsible for managing day-to-day monitoring operations. Duties include conducting morning briefings, staff scheduling and field assignments, coordinating routing and collection priorities with debris hauler. Field Supervisors will report directly to the Operations Manager. Operations Manager reports to the Project Manager.	Hour	1,354.50	Price to be Submitted Via BidSync
A3)	Project Coordinator Oversees project operations, including identifying project roadblocks and needs assessment, project set-up, and final closeout.	Hour	1,810.00	Price to be Submitted Via BidSync
A4)	Field Supervisor Responsible for a crew of Field Monitors.	Hour	2,031.75	Price to be Submitted Via BidSync
A5)	Field Monitor Responsible for overseeing the DMC's debris recovery activities and issuing load tickets.	Hour	15,516.50	Price to be Submitted Via BidSync
A6)	TDMS and Drop-Off Site Monitors TDMS Monitor – Responsible for recording the volume of debris brought to a TDMS by the DMC. Drop-Off Site Monitor – Responsible for determining the eligibility of users at the public debris Drop-Off Sites and issuing load tickets to the DMC.	Hour	5,837.25	Price to be Submitted Via BidSync
A7)	Debris Site Security Unarmed and non-sworn security at TDMSs and Drop-Off Sites when sites are not open.	Hour	1.00	Price to be Submitted Via BidSync
A8)	Data Manager Responsible for Data Support Personnel.	Hour	2,132.00	Price to be Submitted Via BidSync
A9)	Data Support Personnel	Hour	1.00	Price to be Submitted Via

	Responsible for tracking, verifying, and entering load tickets into a database application, digitizing source documentation.			BidSync
A10)	Billing/Invoice Analyst Data management, management of monitoring documentation for the Federal Emergency Management Agency (FEMA), invoice reconciliation, and the debris management system.	Hour	198.25	Price to be Submitted Via BidSync
A11)	GIS Specialist Responsible for coordinating GIS application with City GIS staff members.	Hour	1.00	Price to be Submitted Via BidSync
A12)	Grant Management Consultant Responsible for the Financial Recovery Assistance portion of the project.	Hour	1.00	Price to be Submitted Via BidSync
A13)	Quality Assurance / Quality Control Manager Ensures Quality Assurance and Quality Control of the project.	Hour	1.00	Price to be Submitted Via BidSync
A14)	Grant Management Specialist Provides support to the Financial Recovery Assistance portion of the project.	Hour	1.00	Price to be Submitted Via BidSync

PLEASE SUBMIT ANY ADDITIONAL ITEMS AS A SEPARATE ATTACHMENT TO YOUR SUBMITTAL

SCHEDULE 2 – OTHER SERVICES

Proposer shall provide rates for aerial photographs and annual services. These rates shall be all-inclusive, relieving the City of any additional fees or charges for these services.

Item #	Item / Description	Unit of Measure	Estimated Quantity	Price Per Unit of Measure
B1)	Aerial Photo (one flight and one photograph)	Each	1.00	Price to be Submitted Via BidSync
B2)	Aerial Photo Package (Five photos per flight, different locations)	Each	1.00	Price to be Submitted Via BidSync
B3)	Photograph Copies (per duplication of original photo)	Each	1.00	Price to be Submitted Via BidSync
B4)	Additional Photographs (per photo, same flight, same location, different view)	Each	1.00	Price to be Submitted Via BidSync
B5)	Additional Location (one photo, same flight, different location)	Each	1.00	Price to be Submitted Via BidSync

PLEASE SUBMIT ANY ADDITIONAL ITEMS AS A SEPARATE ATTACHMENT TO YOUR SUBMITTAL



City of Pembroke Pines

Attachment B

NON-COLLUSIVE AFFIDAVIT

BIDDER is the ,
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

Printed Name/Signature

Title

Name of Company

PROPOSER'S BACKGROUND INFORMATION

Please provide the following information. Additional sheets may be attached as required.

1) Under what former name has your business operated? Include a description of the business.



2) At what address was that business located?



3) Have you ever failed to complete work awarded to you. If so, when, where and why?



4) Have you personally inspected the proposed WORK and do you have a complete plan for its performance?



5) Will you subcontract any part of this WORK? If so, give details including a list of each sub-contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).



The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

6) List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

7) List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

8) List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

9) List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

10) Are you an cb Original provider cb sales representative cb distributor, cb broker, cb manufacturer, cb other, of the commodities/services proposed upon? If other than the original provider, explain below.

11) Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:

12) Describe the firm’s local experience/nature of service with contracts of similar size and complexity, it the previous three (3) years:

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER’s qualifications to perform under the contract may cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

(Company Name)

(Printed Name/Signature)

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AGREEMENT FOR DISASTER MONITORING SERVICES

THIS AGREEMENT made and entered into on this ____ day of _____, 2021 by and between:

CITY OF PEMBROKE PINES, FLORIDA, a municipal corporation, of the State of Florida, with a business address of 601 City Center Way, Pembroke Pines, Florida 33025, hereinafter referred to as "CITY"
and

«**Vendor_Name_Upper_Case**», a «**Vendor_Business_Type**», as listed with the Florida Division of Corporations, authorized to do business in the State of Florida, and with a business address of «**Vendor_Address_Line_1**», «**Vendor_Address_Line_2**» (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

WITNESSETH:

WHEREAS, the CITY may experience massive destruction wrought by the impact of a hurricane landfall, violent storms, spawning tornadoes as well as other natural and/or man made disasters (hereinafter "Catastrophic Events"); and

WHEREAS, it may be necessary to provide debris removal, disaster recovery, and financial recovery technical assistance to appointed and elected officials within the CITY, resulting from these Catastrophic Events; and

WHEREAS, should the need arise, the CITY may find it necessary to contract with Debris Recovery Contractors in order to remove disaster generated debris from public property and public rights of way so as to protect the public health and safety, minimize economic and environmental impacts and facilitate the restoration of normal public services following a Catastrophic Event; and

WHEREAS, it is foreseen that the CITY will require the services of Disaster Debris Monitoring and Financial Recovery Services CONTRACTORS to support the oversight and management of the Debris Recovery Contractors being utilized by and under contract with the CITY in the event of a Catastrophic Event; and

WHEREAS, the CITY publicly submitted a Request for Proposal No. AD-21-03 - Disaster Recovery Monitoring and Reimbursement Assistance (hereinafter "RFP"), for Disaster Recovery Monitoring and Reimbursement Assistance on an as needed basis, a copy of which is attached hereto as **Exhibit "A"** and incorporated herein by reference; and

WHEREAS, the City Commission, at the _____ commission

meeting awarded a contract pursuant to the RFP to _____ as the primary vendor and _____ as the secondary vendor to be utilized in an emergency situation resulting from catastrophic events; and

WHEREAS, CITY is desirous of using the CONTRACTOR for Disaster Recovery Monitoring and Reimbursement Assistance as recommended by CITY staff should the need arise; and

WHEREAS, the services to be provided by the CONTRACTOR will support the oversight and management of Debris Recovery Contractors being utilized by the CITY during a Catastrophic Event and assist the CITY in financial recovery after a Catastrophic Event. Also, the CONTRACTOR will provide a range of related services including damage assessment, training, emergency planning and other services as needed and requested by the CITY; and

WHEREAS, other services of the CONTRACTOR may include facilitating communication with the Federal Emergency Management Agency (hereinafter "FEMA"), the Federal Highway Administration (hereinafter "FHWA"), Broward County, the State of Florida and other federal, state or local agencies, and coordination with state insurance representatives; and

WHEREAS, the CONTRACTOR desires to perform such services subject to the terms of this Agreement; and

WHEREAS, FEMA's regulations require that the CITY has a written contract with its CONTRACTORS to be used following Catastrophic Events, as described above; and

WHEREAS, the CITY and the CONTRACTOR have reached a mutual agreement as to the terms and conditions of such services; and

WHEREAS, this Agreement does not preclude the CITY's from using other vendors which provide the same or similar services as provided by the CONTRACTOR on an as needed basis; and

WHEREAS, this Agreement would potentially be invoked for City, County, State and Federally declared emergency disaster events and where the services will only be required when an emergency situation exists which threatens the life, safety or welfare of the citizens of Pembroke Pines; and

WHEREAS, the City Commission of the City of Pembroke Pines, Florida deems it in the best interest of the citizens and residents of the CITY to enter into an agreement with CONTRACTOR for Disaster Recovery Monitoring and Reimbursement Assistance.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, premises, covenants, and payment hereinafter set forth, and intending to be legally bound, the Parties hereby agree as follows:

ARTICLE 1
PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective parties herein, the foregoing statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

ARTICLE 2
SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR hereby agrees to perform the following services for the CITY:

See the scope of services included in the RFP for AD-21-03 - Disaster Recovery Monitoring and Reimbursement Assistance and the CONTRACTOR's Response to the RFP ("Proposal") which is attached hereto as **Exhibit "B"** and incorporated herein by this reference. To the extent of any conflict between the terms of this Agreement, the RFP and the Proposal, this Agreement shall prevail over the RFP and the Proposal, and the RFP shall prevail over the Proposal. The terms, conditions and requirements of the RFP are incorporated herein by this reference.

2.2 CONTRACTOR shall furnish all Services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement and all work performed under this Agreement shall be done in a professional manner. All necessary permits, licenses and certificates required for the execution of this Agreement shall be secured and paid for by the CONTRACTOR.

2.3 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience, resources and staff to perform the Services.

2.4 CONTRACTOR assumes professional and technical responsibility for performance of the Services in accordance with recognized standards. If within one year following completion of its Services, such Services fail to meet the aforesaid standards, and the CITY promptly advises CONTRACTOR thereof in writing, CONTRACTOR agrees to re-perform such deficient Services without charge to the CITY.

2.5 CONTRACTOR shall not utilize the services of any Sub-CONTRACTOR without the prior written approval of CITY.

2.6 Event Closure: CONTRACTOR will assist the CITY in preparing final reports necessary for reimbursement by FEMA, FHWA and any other applicable agencies for disaster recovery efforts by CITY staff and designated Debris Removal Contractors. The CONTRACTOR will assist in review and processing requests for payment by the Disaster Debris Removal Contractors.

2.7 Services and Facilities: It is understood that, except as otherwise specifically stated in this Agreement and Attachments to this agreement, the CONTRACTOR shall provide and pay for all labor, tools, equipment, transportation, supervision, and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the services within the time specified in the Notice-To-Proceed as agreed upon by both parties.

2.8 Supervision by CONTRACTOR: The CONTRACTOR will supervise and direct all Services. The CONTRACTOR is solely responsible for the means, methods, techniques, sequences, safety program and procedures. The CONTRACTOR will employ and maintain on the worksite a qualified supervisor(s) who shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor(s) by the CITY's Authorized Representative shall be as binding as if given to the CONTRACTOR. The name(s) of the supervisor(s) will be supplied to the CITY for each issuance of a Notice to Proceed through an attachment to this Agreement in the form of a Memorandum for the Record.

2.9 Changes in the Scope of Services: The CITY and CONTRACTOR may at any time order changes within the scope of services without invalidating this Agreement. All changes affecting the project's costs or modifications of the terms, conditions, and the scopes of services of this Agreement shall be authorized by means of an official written Contract Change Order that is mutually agreed upon and signed by the CITY and the CONTRACTOR. All changes must be recorded on a written Contract Change Order before CONTRACTOR may proceed with the changes to the services provided. All changes must be allowable, allocable, within the scope of FEMA's grant or cooperative agreement, and reasonable for the completion of the Project. CITY's Signatory Authority for such changes shall be as set for in the CITY's Code of Ordinances.

ARTICLE 3 TERM

3.1 Term: This Agreement shall be effective for an initial period of approximately five (5) years commencing with the date of execution by both Parties through December 31, _____ at 11:59 PM.

3.2 Renewal: Not applicable.

3.3 Contract Pricing: The pricing negotiated with the CONTRACTOR shall remain firm during the initial Agreement period as evidenced in **Exhibit "B"** attached hereto and incorporated herein by reference. Prices for renewal periods shall be based on the FEMA regulation guidelines.

ARTICLE 4 PAYMENT

4.1 Pricing for all services shall be done in accordance with CONTRACTOR's Proposal incorporated herein by reference.

4.2 Schedule: CONTRACTOR will provide continuous services for fee, not to exceed a negotiated amount, for the period specified in the notice to proceed. A mutual 'not to exceed

amount' will be negotiated for each operation based on the hourly rates proposed CONTRACTOR's Proposal incorporated herein, which shall not exceed FEMA reimbursement rates for the services. Should these services be required for a longer period, CONTRACTOR will prepare and submit a proposal for additional costs, consistent with the rates in the Cost Proposal Forms. A revised cost will be negotiated.

4.3 Travel and Subsistence Policy and Allowances: No cost for travel and associated expense shall be incurred without the express written approval of the CITY. Costs for approval travel per diem or mileage expenses shall be in strict accordance with this Agreement and Section 112.061, Florida Statutes.

4.4 Invoices shall be submitted in duplicate to the Director of Public Services, City of Pembroke Pines, 8300 S. Palm Drive, Pembroke Pines, Florida 33025, no more than once every fifteen (15) days. Each invoice shall contain a detailed description of services and fees.

4.5 The CITY shall make payment on all invoices in accordance with the Florida Prompt Payment Act, Sections 218.70 through 218.79, Florida Statutes, inclusive.

4.6 Other than the fees set forth herein, the CONTRACTOR shall not be entitled to payment for expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder.

ARTICLE 5 CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

CITY or CONTRACTOR may request changes that would increase, decrease or otherwise modify the scope of Services to be provided under this Agreement. Such changes or additional services must be in accordance with the provisions of the Code or Ordinances of the CITY and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written Agreement executed by the parties hereto.

ARTICLE 6 MISCELLANEOUS

6.1 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. CITY hereby agrees to use CONTRACTOR's work product for its intended purposes.

6.2 Termination. This Agreement may be terminated by either party for cause after providing notice of default to the party in default and a reasonable period of time to cure the default. This Agreement may be terminated by CITY for convenience, upon thirty (30) days written notice to CONTRACTOR. In event of termination for convenience, the CONTRACTOR shall be paid its compensation for Services performed to the termination date. In the event that the CONTRACTOR

abandons this Agreement or causes it to be terminated, it shall indemnify the CITY against any loss pertaining to this termination. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR to CITY immediately.

6.3 Indemnification. The CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns and employees, from and against any and all claims, demands, or causes of action whatsoever, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, by reason of, or resulting from the CONTRACTOR's acts, errors, or omissions or the failure of the CONTRACTOR to take out and maintain insurance as required under this Agreement.

6.3.1 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

6.3.2 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR.

6.3.3 Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.

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

6.4.1 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

6.4.2 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

6.4.3 Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the CONTRACTOR or their Insurance Broker must agree to provide notice.

6.4.4 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

6.4.5 REQUIRED INSURANCE

CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

✓ ☐ 6.4.5.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. *(For Construction projects: Increase to ten (10) years and include a Designated Construction Project(s) General Aggregate Limit)*

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- ✓ ☐ 6.4.5.2 Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

Yes No

- ✓ ☐ 6.4.5.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$1,000,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

Yes No

- ✓ ☐ 6.4.5.4 Umbrella/Excess Liability Insurance in the amount of **\$2,000,000.00** as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final

payment pursuant to this Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- ✓ ☐ 6.4.5.5 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than **\$2,000,000** per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years.)*

Yes No

- ☐ ✗ 6.4.5.6 Environmental/Pollution Liability insurance shall be required with a limit of no less than \$1,000,000 per wrongful act. Coverage shall include: CONTRACTOR's completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years)*

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- ☐ ✗ 6.4.5.7 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day

of service to the CITY.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- ☐ ✕ 6.4.5.8 Crime Coverage shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000 per loss. If CONTRACTOR is physically located on CITY's premises, a third-party fidelity coverage extension shall apply.

Yes No

- ☐ ✕ 6.4.5.9 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than \$1,000,000 per Occurrence, including products & completed operations. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- ☐ ✕ 6.4.5.10 Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than \$1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- ☐ ✕ 6.4.5.11 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed.)*

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

- ☐ ✕ 6.4.5.12 Builder's Risk Insurance shall be "All Risk" for one hundred percent (100%) of the completed value of the project that is the subject of this Agreement with a deductible of not more than five percent (5%) for Named Windstorm and \$20,000 per claim for all other perils. The Builder's Risk Insurance shall include interests of the CITY, the CONTRACTOR and subcontractors of the project. The CONTRACTOR shall include a separate line item for all costs associated with the Builder's Risk Insurance Coverage for the project. The CITY reserves the right at its sole discretion to utilize the CONTRACTOR's Builder's Risk Insurance or for the CITY to purchase its own Builder's Risk Insurance for the Project. Prior to the CONTRACTOR purchasing the Builder's Risk insurance for the project, the CONTRACTOR shall allow the CITY the opportunity to analyze the CONTRACTOR's coverage and determine who shall purchase the coverage. Should the CITY utilize the CONTRACTOR's Builder's Risk Insurance, the CONTRACTOR shall be responsible for all deductibles. If the CITY chooses to purchase the Builder's Risk Coverage on the project, the CONTRACTOR shall provide the CITY with a change order deduct for all premiums and costs associated with the Builder's Risk insurance in their schedule. Should the CITY choose to utilize the CITY's Builder's Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the CONTRACTOR shall be responsible for the All Other Perils Deductible.

If and when 100% is not available or reasonable, the CITY Risk Manager is to make the determination as to what limits are appropriate for the given project.

Yes No

- ☐ ✕ 6.4.5.13 Other Insurance

6.4.6 REQUIRED ENDORSEMENTS

- 6.4.6.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
- 6.4.6.2 Waiver of all Rights of Subrogation against the CITY.
- 6.4.6.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.
- 6.4.6.4 CONTRACTOR's policies shall be Primary & Non-Contributory.
- 6.4.6.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
- 6.4.6.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

6.4.7 Any and all insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

6.4.8 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.

6.4.9 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.

6.5 Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent CONTRACTOR under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR's Funds provided for herein.. The CONTRACTOR agree that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has make its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

6.6 Assignments; Amendments.

6.6.1 This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the CITY and its successors and assigns.

6.6.2 It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

6.7 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by United States Mail - Certified Return Receipt and addressed to the party for whom it is intended and the remaining party at the place last specified and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the CITY designate the following as the respective places for giving of notice:

CITY: City Manager
City of Pembroke Pines
601 City Center Way
Pembroke Pines, Florida 33025

Copy To: City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308

CONTRACTOR: _____

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

6.9 Legal Representation. It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

6.10 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

6.11 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

6.12 Severability. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

6.13 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Broward County, Florida.

6.14 Extent of Agreement. This Agreement represents the entire and integrated Agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or Agreements, either written or oral.

6.15 Facsimile or Electronic Signature Deemed Original. This Agreement and any addendum thereto, may be executed and distributed by facsimile or electronically by pdf and a copy of this Agreement executed and distributed by facsimile or electronically by pdf shall be deemed an original for all purposes. The Agreement and any addendum thereto may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

ARTICLE 7 FEMA REQUIREMENTS

The CONTRACTOR and any and all of its subcontractors, shall comply with 2 CFR 200.326 and 2 CFR Part 200 Appendix II. A breach of any of the below provisions may be grounds for termination of this Agreement, or for debarment of the CONTRACTOR.

7.1 CONTRACTOR shall assist CITY in completing any and all forms necessary for reimbursements from state or federal agencies, including but not limited to FEMA, relating to costs arising out of Disaster and Debris Monitoring Services. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation and submittal of any and all necessary cost substantiation and preparing replies to any and all agency denial or inquiries. CONTRACTOR responsibilities in this regard are set forth in **Exhibit "A"**.

7.2 If reimbursement is denied to CITY due to CONTRACTOR's negligence collecting or removing debris, completing project worksheets and load tickets, or documenting work performed, CONTRACTOR upon notification from FEMA or the Florida Division of Emergency Management of such denial and upon written demand by the CITY, shall reimburse CITY for amounts denied due to CONTRACTOR's negligence. This obligation shall survive the term or termination of this Agreement.

7.3 Notwithstanding anything to the contrary set forth herein, CONTRACTOR shall comply with the following federally required standard provisions, as set forth in 2 C.F.R. Sec.200.326 and 2 C.F.R. Part 200. In the event of any conflicts, the provisions of this section shall prevail.

6.3.1 Equal Employment Opportunity: During the performance of this Agreement, CONTRACTOR agrees as follows:

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity,

or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONTRACTOR's legal duty to furnish information.

(4) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of CONTRACTOR's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of CONTRACTOR's non-compliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this

Agreement may be canceled, terminated or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) CONTRACTOR will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

7.3.2 Davis-Bacon Act: CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. 3141 to 3144) as supplemented by Department of Labor Regulations (29 CFR Part 5) "Labor Standard Provisions Applicable to Covering Federally Financed and Assisted Construction". In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

7.3.3 Copeland "Anti-Kickback" Act: CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act, (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). CONTRACTOR must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. CITY must report all suspected or reported violations to the Federal awarding agency.

(1) Subcontracts. The CONTRACTOR shall insert in any subcontracts the provision above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Agreement clauses.

(2) Breach. A breach of the provisions of this section above may be grounds for termination of this Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

7.3.4 Contract Work Hours and Safety Standards Act. (40 U.S.C. 3701- 3708). Where applicable, pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) CONTRACTOR must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1)

through (4) of this section.”

7.3.5 Clean Air Act: Pursuant to 42 U.S.C. 7401- 7671q. and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). CITY will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Clean Air Act

- (1) The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The CONTRACTOR agrees to report each violation to CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

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

- (1) The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by CITY. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180,

subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State and CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

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

7.3.8 Compliance with State Energy Policy and Conservation Act. Contractor shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163, 89 Stat. 871).

7.3.9 Recovered Materials.

(1) In the performance of this Agreement, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

(i) Competitively within a timeframe providing for compliance with the contract performance schedule

(ii) Meeting the Agreement performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <http://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

7.3.10 Pursuant to 44 CFR 13.36(i)(7), CONTRACTOR shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41

7.3.11 Pursuant to 44 CFR 13.36(i)(8), CONTRACTOR agrees that if this Agreement results in any copyrightable materials or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use the copyright of said materials or inventions for Federal Government purposes

7.3.12 Access to Records. In accordance with 44 CFR 13.36(i)(11) and Chapters 119 and 257, Florida Statutes,

(1) The CONTRACTOR agrees to provide the CITY, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.

(2) The CONTRACTOR agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than five (5) years after the date of termination or expiration of the contract, except in the event of litigation or settlement of claims arising from the performance of the contract, in which case CONTRACTOR agrees to maintain same until the CITY, the State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

(3) In order to comply with Florida's public records laws, the Contractor shall:

a. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services under the Agreement.

b. Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

d. Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of Contractor upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS

**RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN
OF PUBLIC RECORDS AT**

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33026
(954) 450-1050
mgraham@ppines.com**

7.3.13 No Obligation by the Federal Government

(1) Absent the express written consent by the Federal Government, the Federal Government or FEMA is not a party to this Agreement and shall not be subject to any obligations or liabilities to the CITY, CONTRACTOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

7.3.14 DHS Seal, Logo, and Flags. The CONTRACTOR shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

7.3.15 Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund this Agreement only. The CONTRACTOR will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

7.3.16 Fraudulent Statements. The CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 applies to the CONTRACTOR's actions pertaining to this Agreement.

**ARTICLE 8
E-VERIFY**

Contractor certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

8.1 Definitions for this Section:

8.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

8.1.2 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

8.1.3 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

8.2 Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

8.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;

8.2.2 All persons (including subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

8.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

ATTEST:

MARLENE GRAHAM, CITY CLERK

APPROVED AS TO FORM

SAMUEL S. GOREN
CITY ATTORNEY

CITY

BY:

MAYOR FRANK C.ORTIS

CONTRACTOR

BY:

Print:

Title:

ATTEST:

SECRETARY

STATE OF FLORIDA)
) S.S.
COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____, as _____ of TETRA TECH, INC. and acknowledged he/she has executed the foregoing Agreement, who is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2021.

NOTARY PUBLIC

My Commission Expires:

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency:

Address:

City/State/Zip:

Contact Name:

Title:

E-Mail Address:

Telephone:

Fax:

Project Information:

Name of Contractor Performing the work:

Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration:

Completion (Anticipated) Date:

Size of project:

Cost of project:

Work for which staff was responsible:

Contract Type:

The results/deliverables of the project:



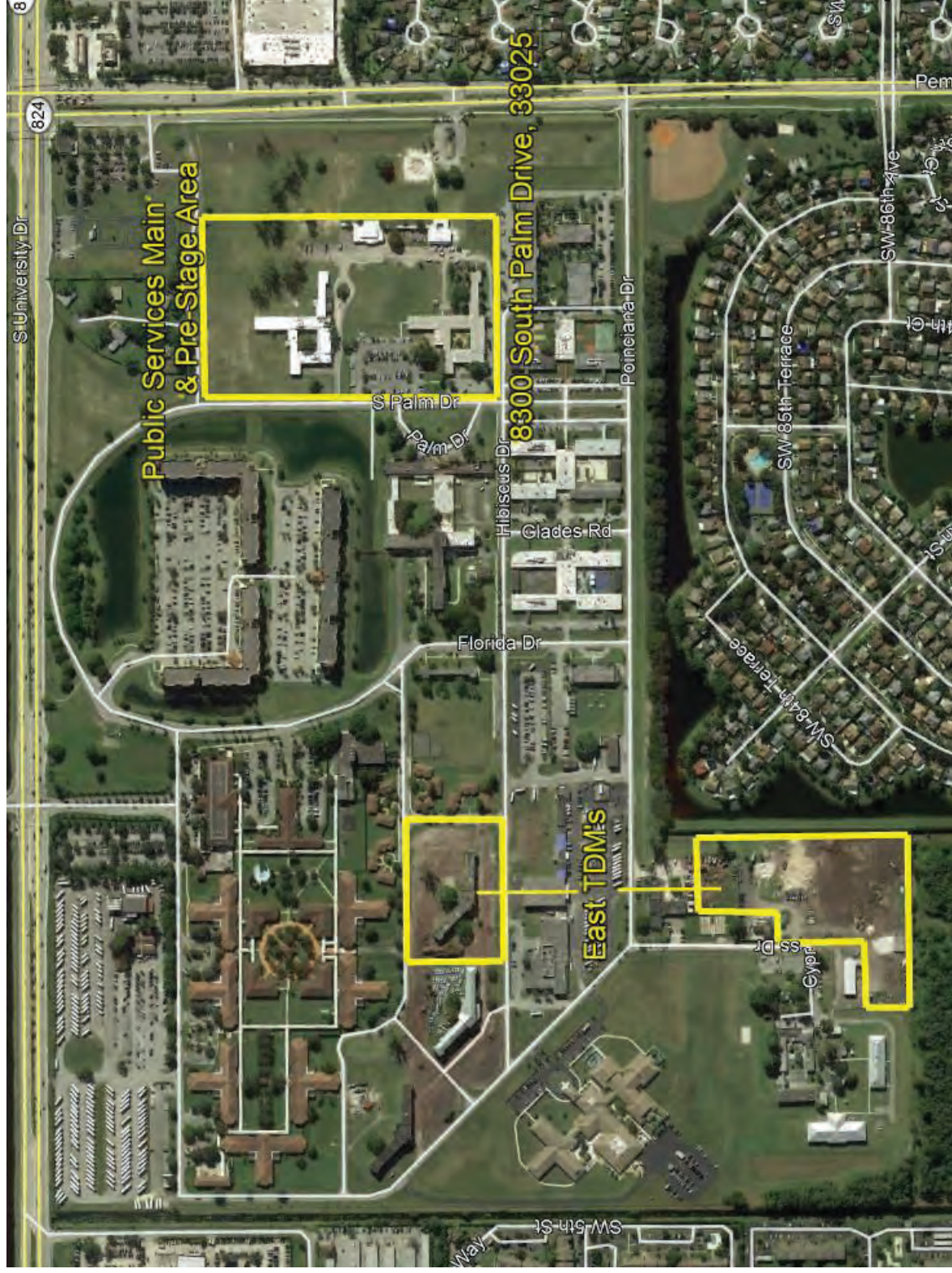
City of Pembroke Pines

Temporary Debris Management Sites and Work Zones

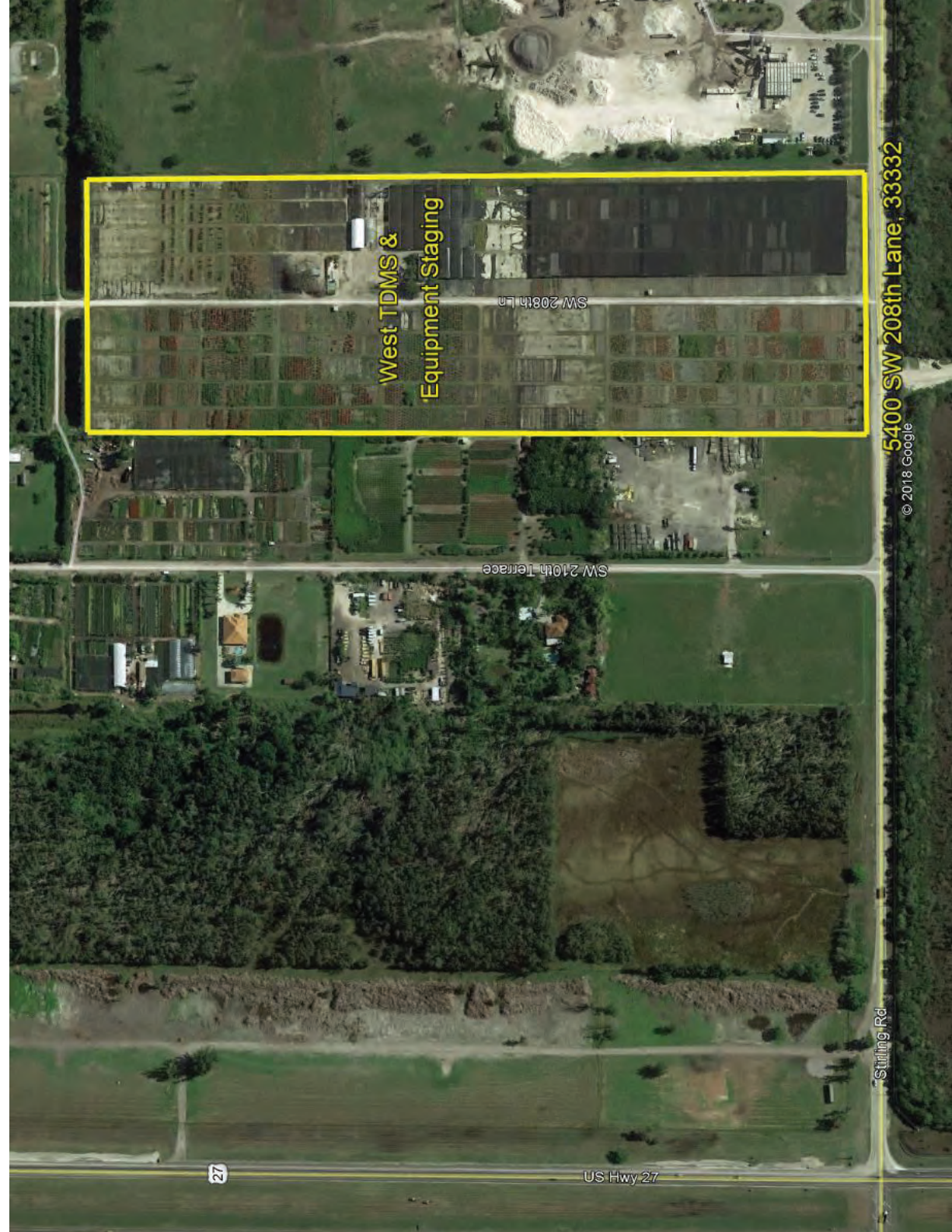
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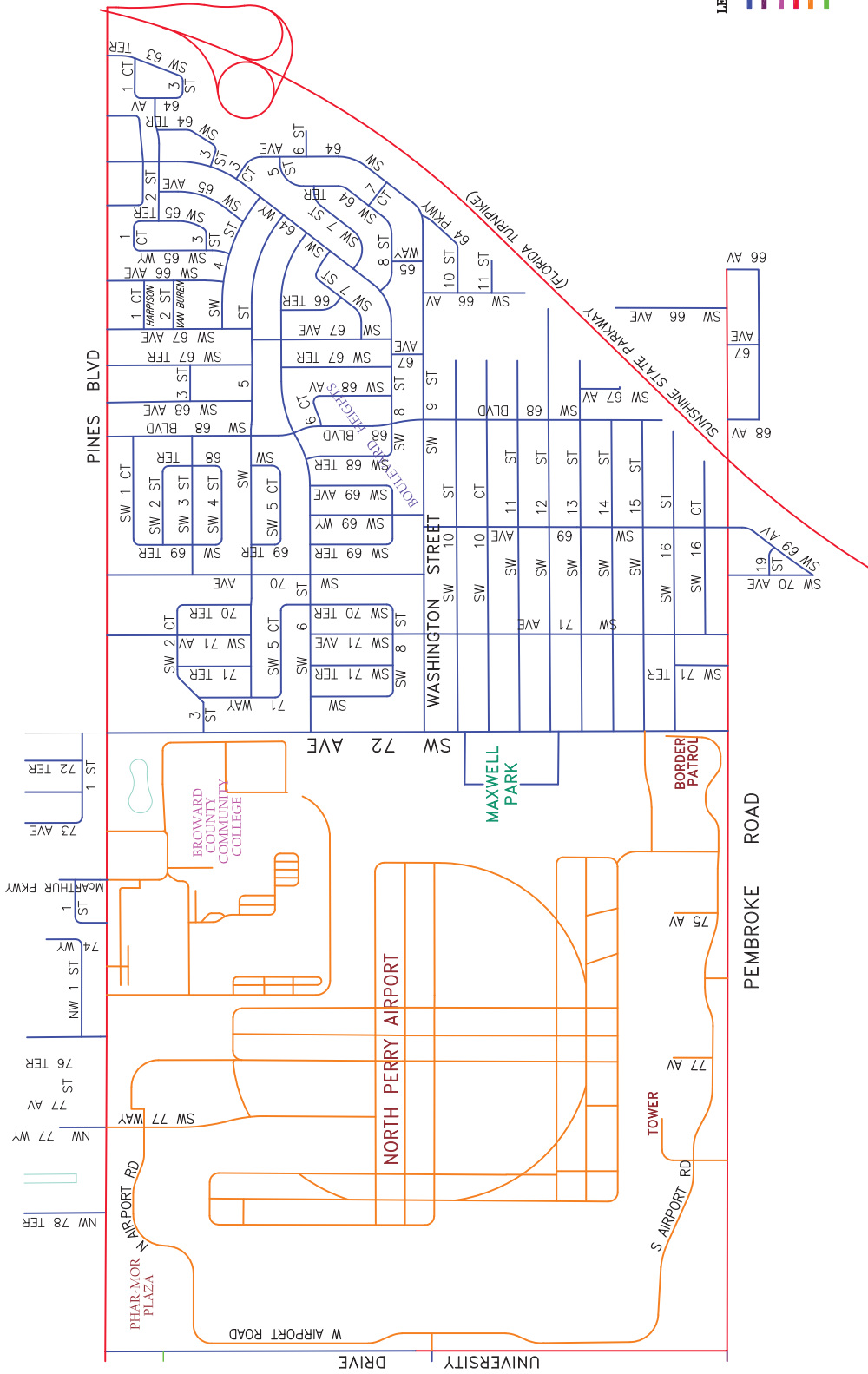
1. Map showing the Temporary Debris Management Sites (TDMS) located at the Pembroke Pines Howard C. Forman Health Park Campus. Zone 3.
2. Map showing the Temporary Debris Management Sites (TDMS) located on Stirling Road west of I-75. Zone 12.
3. Map of City showing Work Zones.
4. Individual Zone Maps.

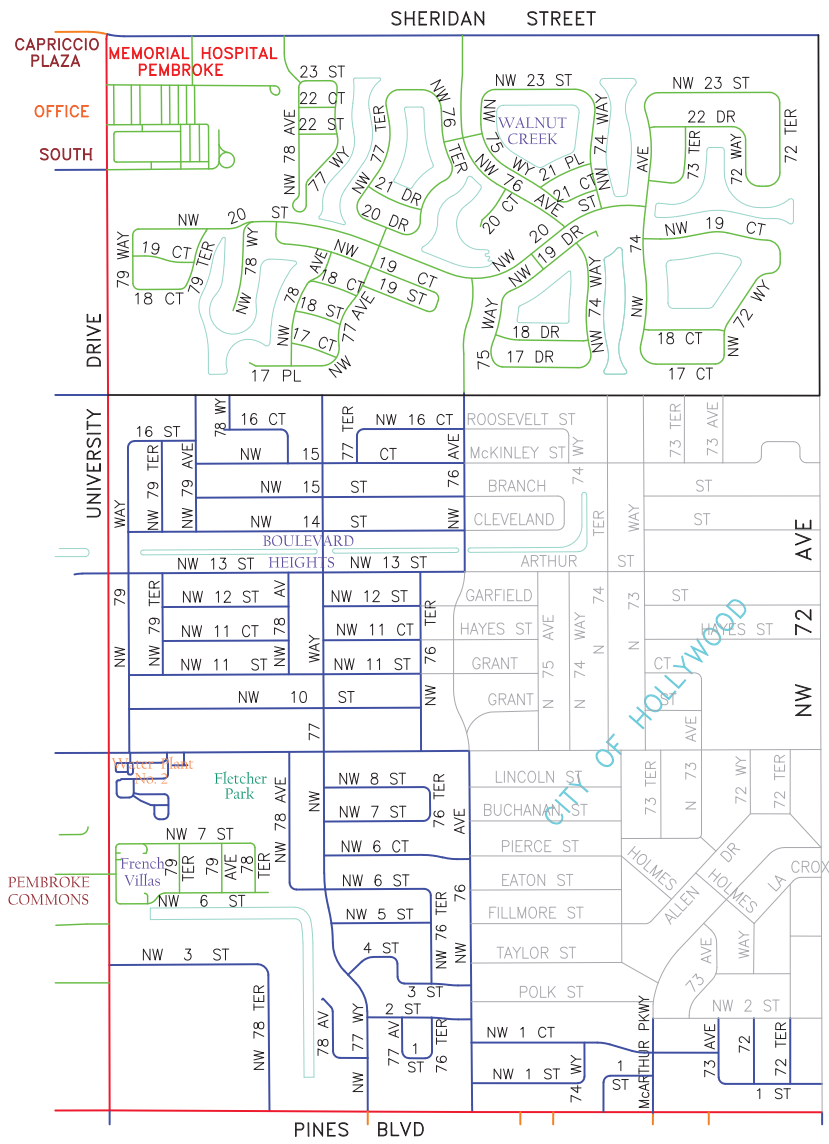
East TDMS, Public Services Main Office, and First Push Pre-Stage Site



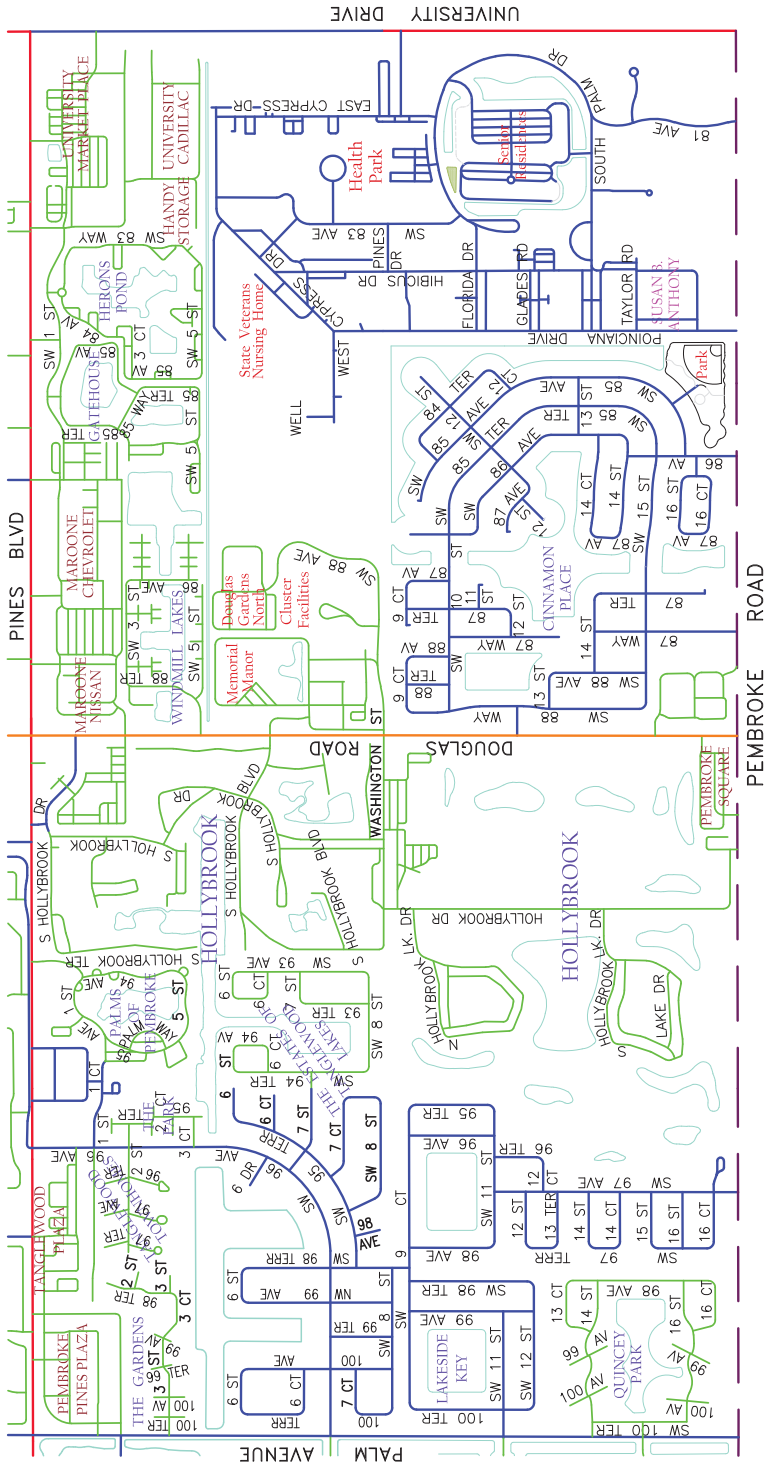
West TDMS, and First Push Pre-Stage Site







Attachment G

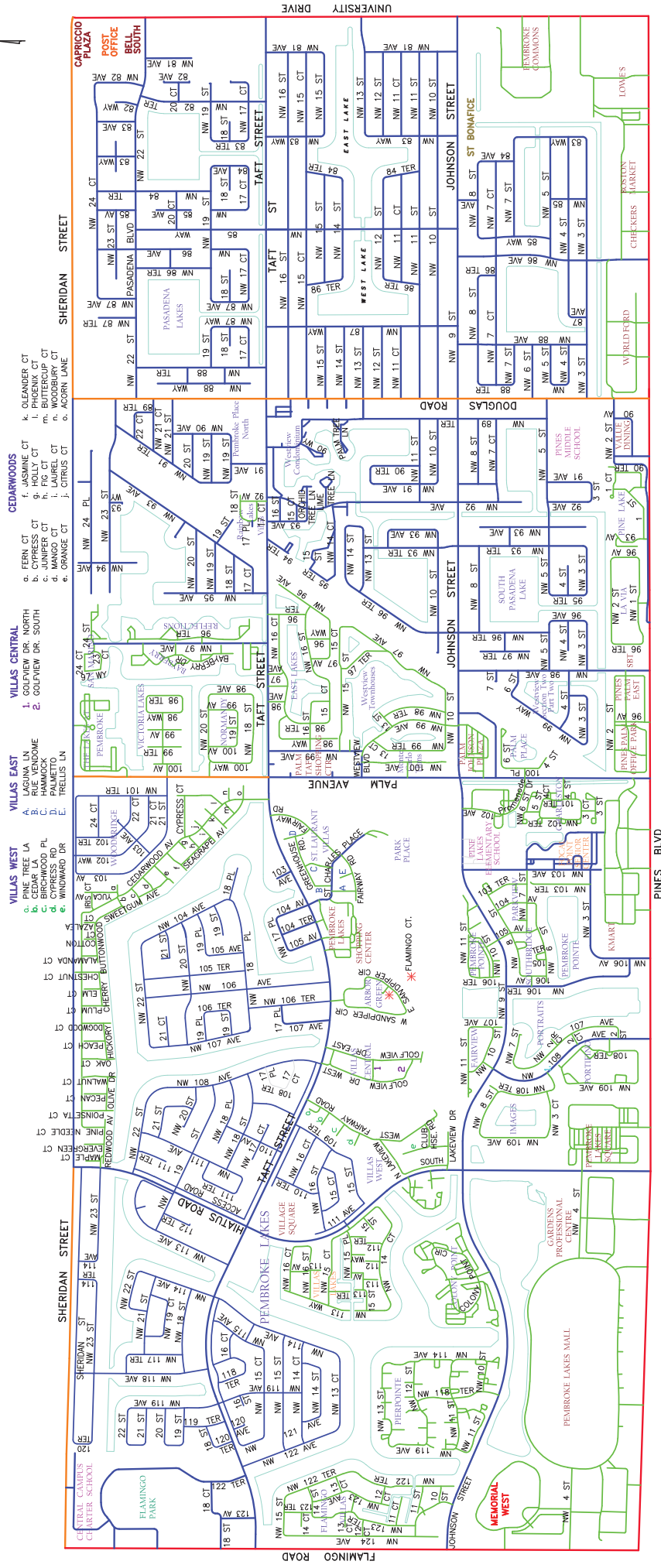


- LEGEND OF STREET OWNERSHIP
- CITY OWNED (PUBLIC)
 - SHARED OWNERSHIP
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 - STATE
 - COUNTY
 - PRIVATE

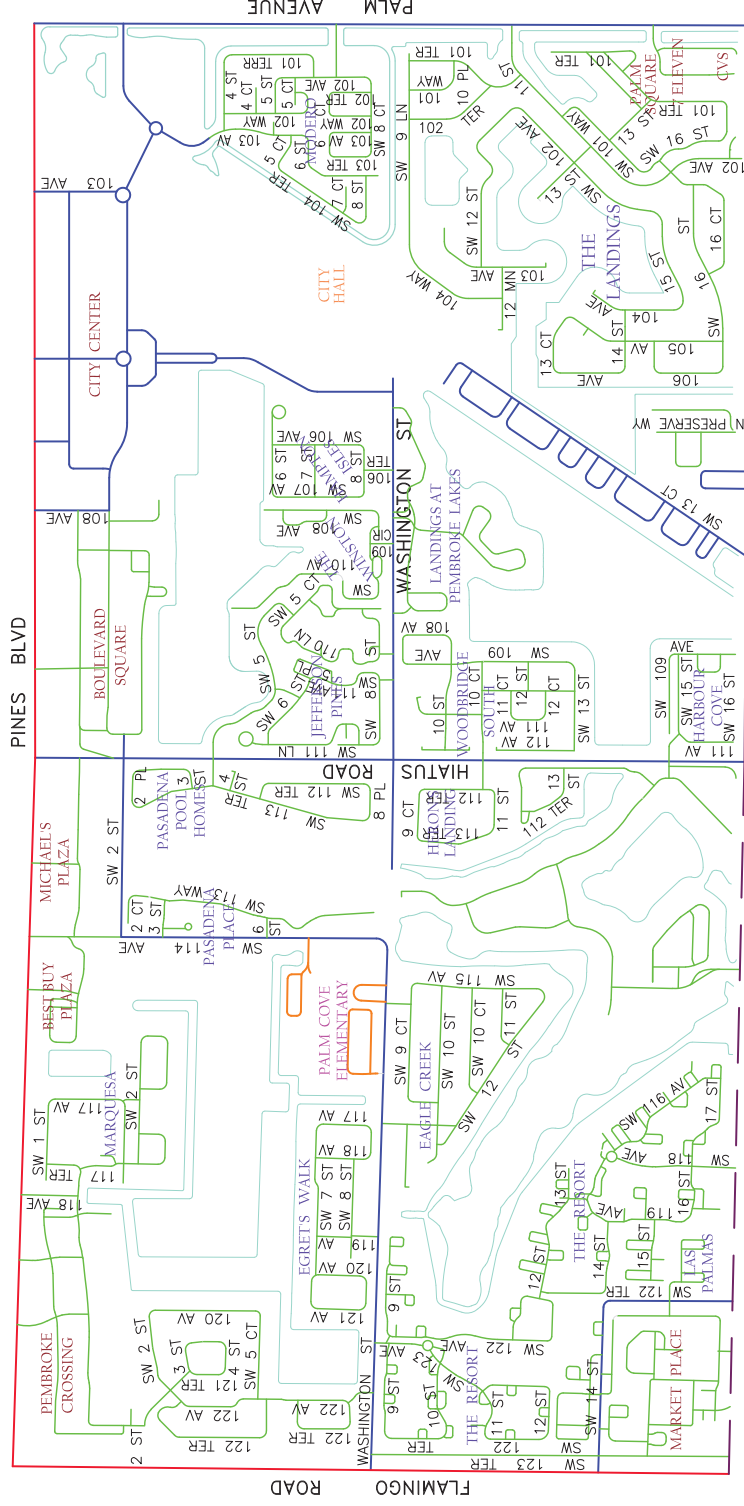
ZONE 3

UPDATED ON 9/21/2017

Attachment G



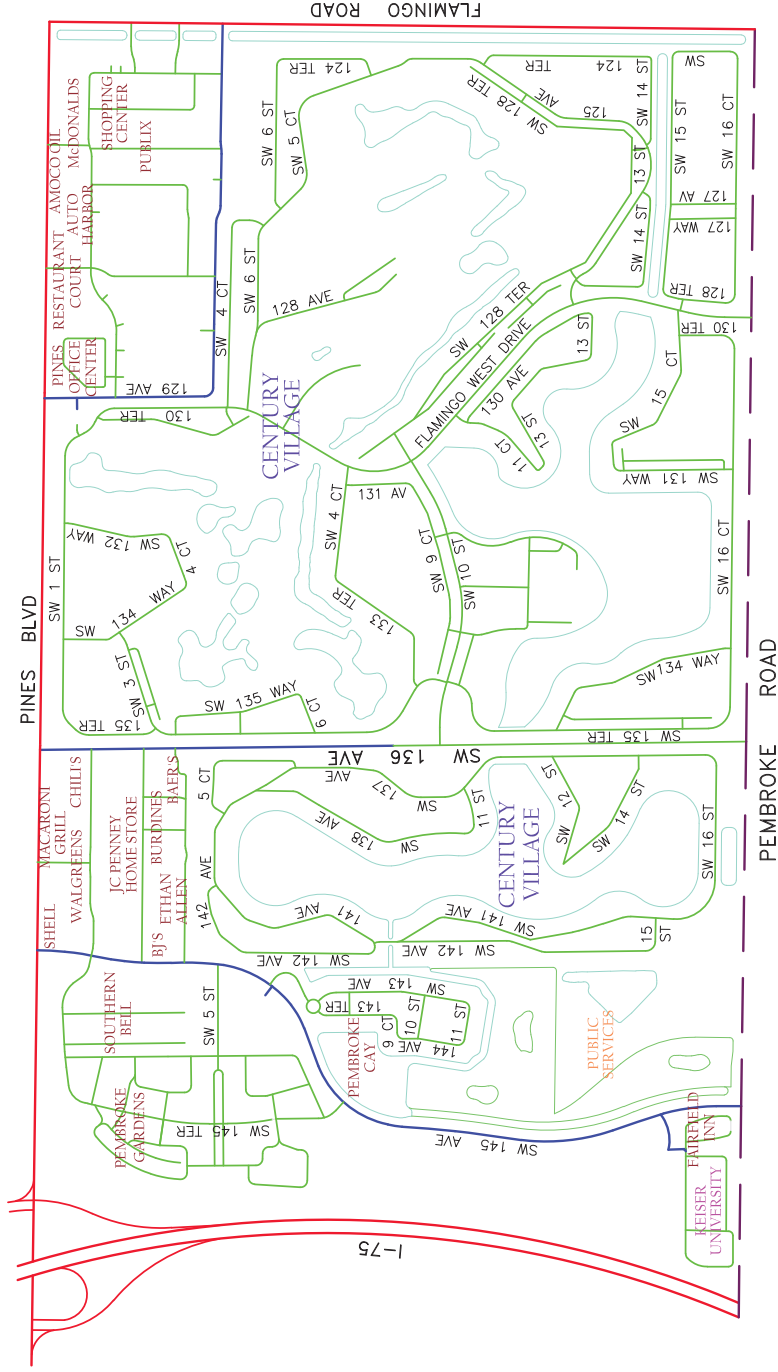
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LEGEND OF STREET OWNERSHIP

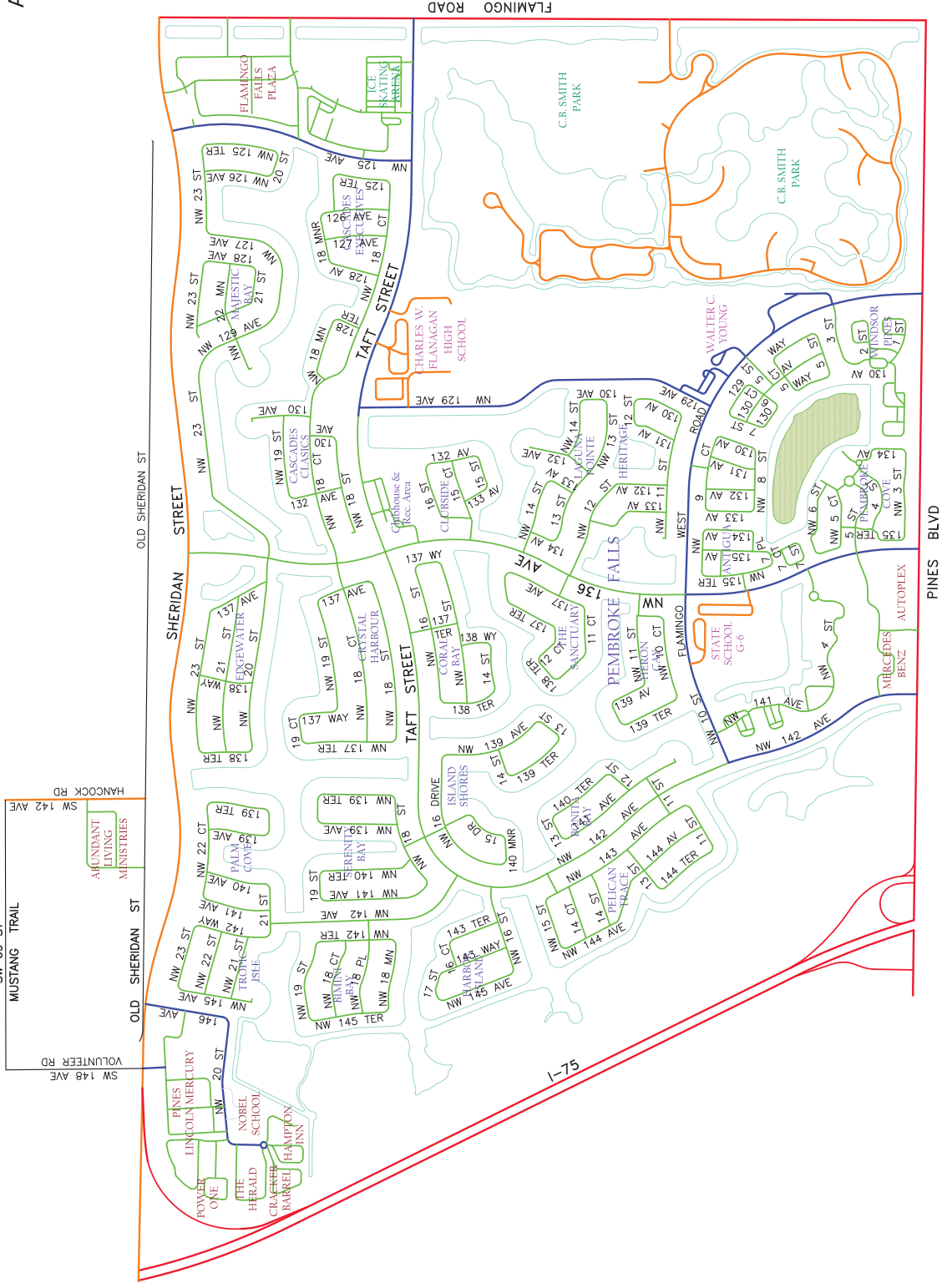
- CITY OWNED (PUBLIC)
- SHARED OWNERSHIP
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- STATE
- COUNTY
- PRIVATE

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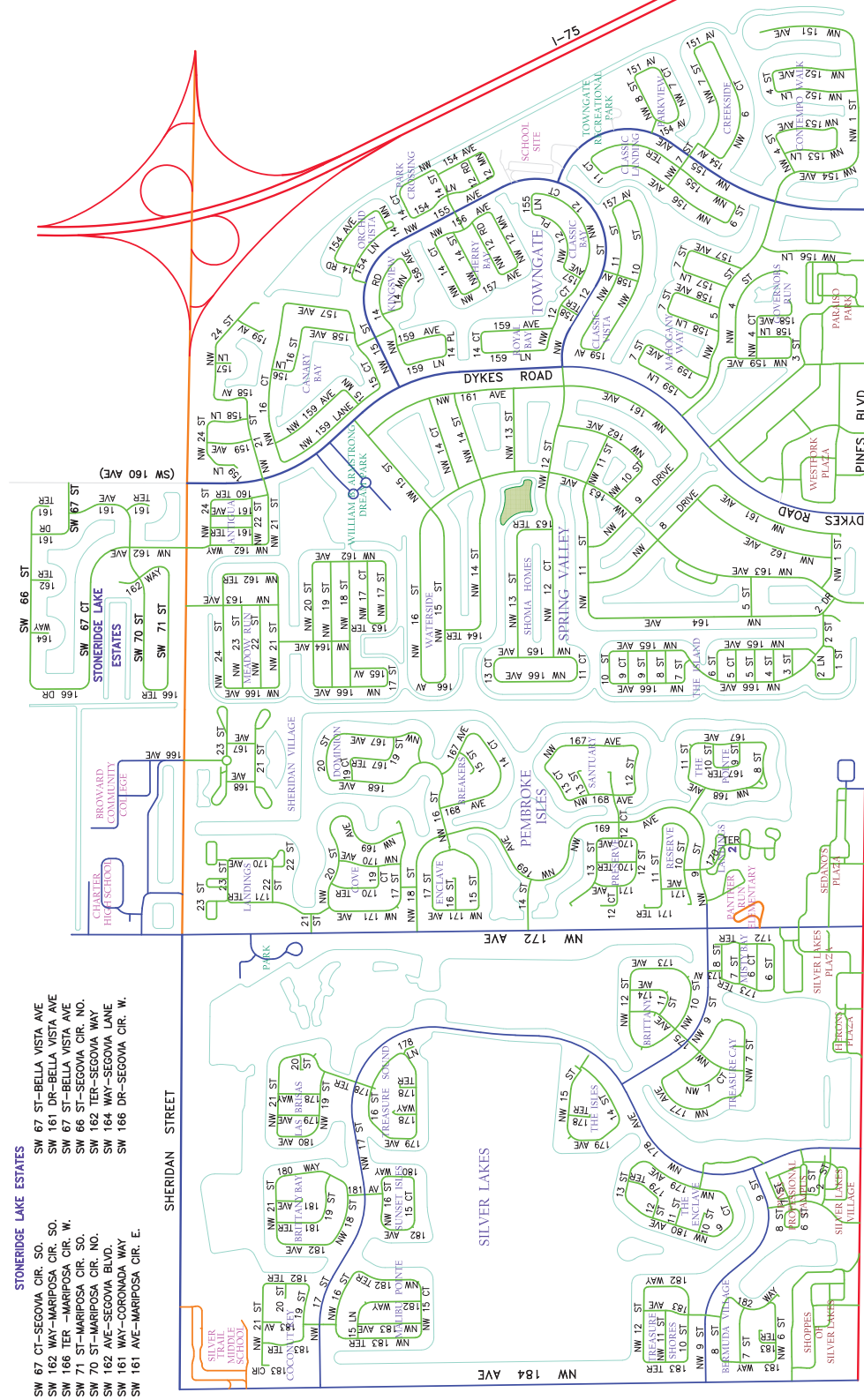
- LEGEND OF STREET OWNERSHIP
- CITY OWNED (PUBLIC)
 - SHARED OWNERSHIP
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 - PRIVATE

Attachment G



STONERIDGE LAKE ESTATES

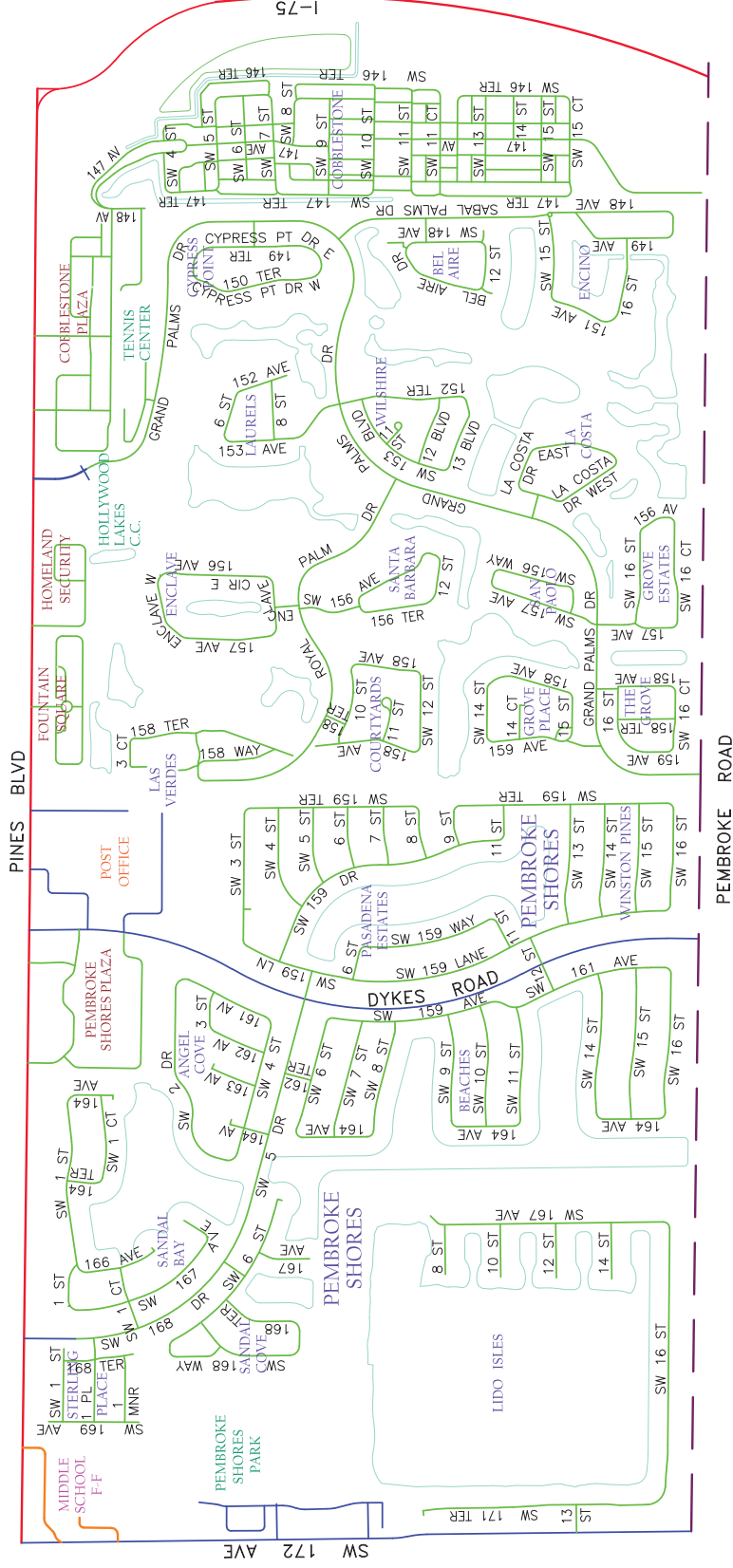
- SW 67 CT-SEGOWA CIR. SO.
SW 166 WAY-MARIPOSA CIR. SO.
SW 162 TER-MARIPOSA CIR. W.
SW 166 TER-MARIPOSA CIR. SO.
SW 71 ST-MARIPOSA CIR. SO.
SW 70 ST-MARIPOSA CIR. NO.
SW 162 AVE-SEGOWA BLVD.
SW 161 WAY-CORONADA WAY
SW 161 AVE-MARIPOSA CIR. E.
SW 67 ST-BELLA VISTA AVE
SW 161 DR-BELLA VISTA AVE
SW 67 ST-BELLA VISTA AVE
SW 66 ST-SEGOWA CIR. NO.
SW 162 TER-SEGOWA WAY
SW 164 WAY-SEGOWA LANE
SW 166 DR-SEGOWA CIR. W.



LEGEND OF STREET OWNERSHIP

	CITY OWNED (PUBLIC)
	SHARED OWNERSHIP
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	STATE
	COUNTY
	PRIVATE

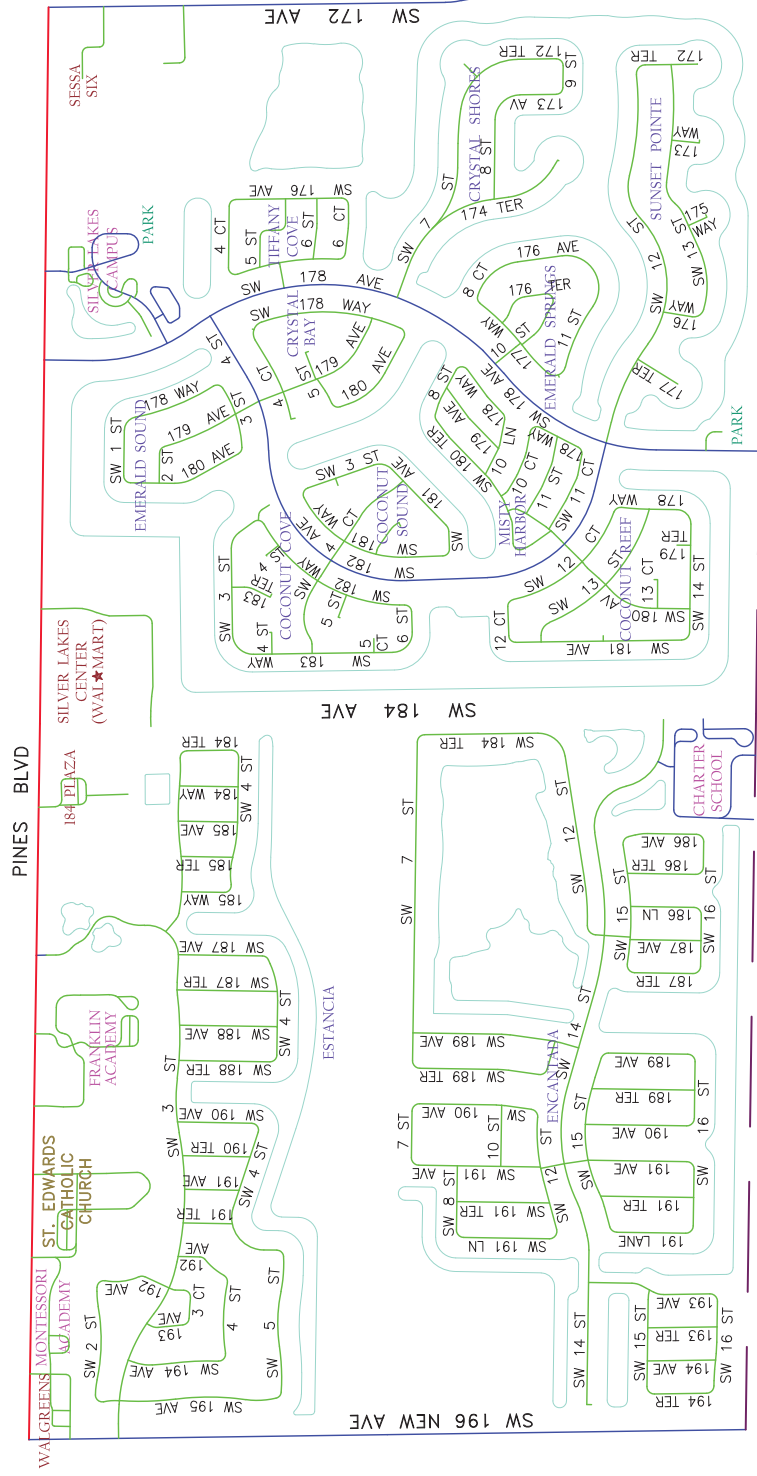
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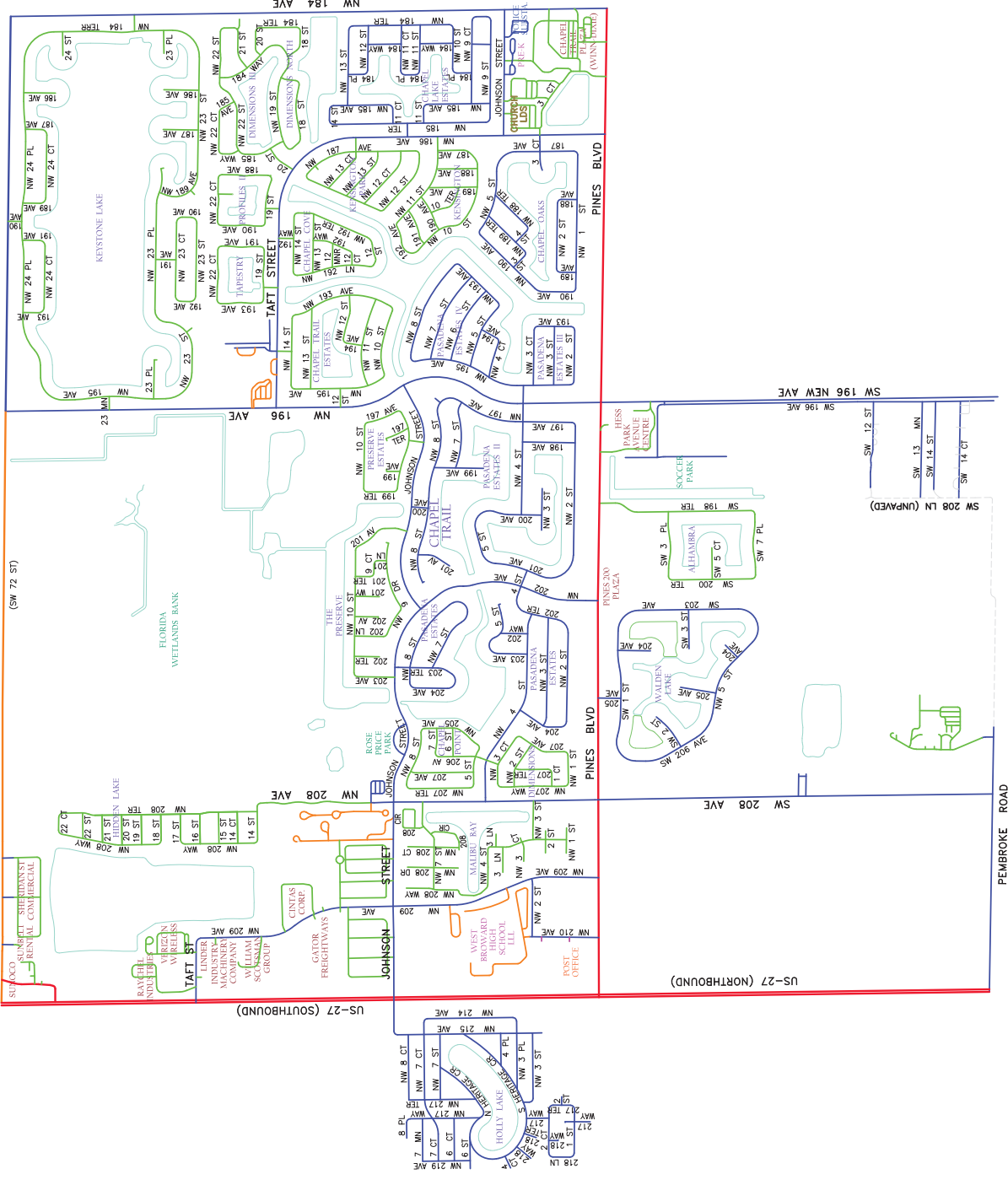
LEGEND OF STREET OWNERSHIP

- CITY OWNED (PUBLIC)
- SHARED OWNERSHIP
- FEDERAL
- STATE
- COUNTY
- PRIVATE

Attachment G

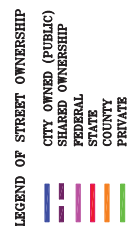


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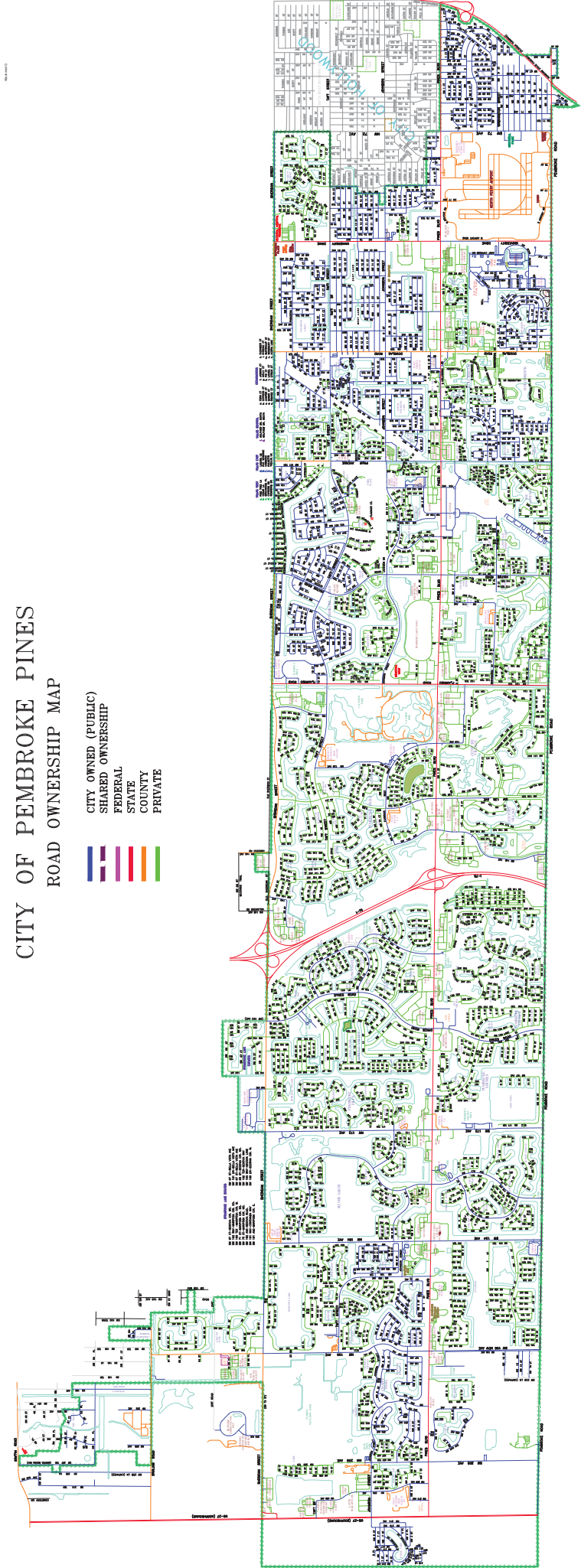
	CITY OWNED (PUBLIC)
	SHARED OWNERSHIP
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	COUNTY
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CITY OF PEMBROKE PINES ROAD OWNERSHIP MAP

- CITY OWNED (PUBLIC)
- SHARED OWNERSHIP
- FEDERAL
- STATE
- COUNTY
- PRIVATE



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ADDITIONAL C

CITY OF PEMBROKE PINES

- ZONE 1
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- ZONE 3
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- ZONE 5
- ZONE 6
- ZONE 7
- ZONE 8
- ZONE 9
- ZONE 10
- ZONE 11
- ZONE 12



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FINANCIAL WORK SHEET

Instructions

This is not a request for a copy of your financial statements. However, the City reserves the right to review your financial statements if such a review is in the City's best interest. The following data and ratios must be derived and/or calculated from the most recent financial statements audited by an independent accounting professional ("IAP"). Examples include the independent CPA, tax accountant, and financial statement preparer, or similar professional, external to the firm/company/organization submitting this form. Providing false or grossly inaccurate information may disqualify you or your company from doing business with the City under this or future solicitations. Each question must have an appropriate response. A blank, a response of "not applicable" or an unqualified response will be determined non-responsive. If you have any questions about how to complete this form, you are required to ask during the appropriate advertised period.

Proposer's Information:

Proposer's (Applicant's) Company Name: _____

Proposer's Address: _____

Independent Accounting Professional "IAP" Information:

("IAP" that audited the most recent financial statements for the above named Proposer/ Applicant)

IAP's Company Name: _____

IAP's Contact Name: _____

IAP's Address: _____

IAP Contact Phone #: _____

Is the "IAP" that is preparing/assisting in the preparation of this worksheet, certified? (Y/N) _____

If certified, please indicate the certification of the "IAP" (i.e. CPA, CMA, CGMA, EA, etc.) _____

Financial Statement Information:

The most recent financial statements audited by the "IAP" were for the period ending: _____

Were these statements Compilation/Review only? (Y/N) _____

Audited? (Y/N): _____

If audited, unqualified? (Y/N): _____

Financial Data and Ratios:

The income for the most recent three fiscal years was:

Fiscal Year Ending	Gross Income	EBITDA (Earnings before Interest, Taxes, Depreciation, Amortization)	Net Income after taxes	Gross Profit Margin %	Net Profit Margin %
Total					



Provide the following for the most recent audited fiscal year:

1. Current Ratio _____
[Current assets/ current liabilities]

2. Debt to Asset Ratio _____
[Total Debt/ Total Assets]

3. Debt-To-EBITDA Leverage Ratio _____
[Total debt / EBITDA]

4. Return on Assets: _____
[Net Income Before Taxes / Total Assets]

I certify that I am the independent accounting professional "IAP" that audited the financial statements referenced above and that the information provided in this worksheet is true and accurate.

Print Name

Signature

Date

ELECTRONIC CODE OF FEDERAL REGULATIONS
e-CFR data is current as of October 14, 2016

[Title 2](#) → [Subtitle A](#) → [Chapter II](#) → Part

200 Title 2: Grants and Agreements

**PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES,
AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS**

Procurement Standards

§200.317 Procurements by states.

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

§200.318 General procurement standards.

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

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

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

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of

Attachment I

relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

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

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

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

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

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.213 Suspension and debarment.

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

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

(i) The actual cost of materials; and

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

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

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising

out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

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

§200.319 Competition.

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

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

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

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

- (1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name

or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

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

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

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

§200.320 Methods of procurement to be followed.

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

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

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

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

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

(i) A complete, adequate, and realistic specification or purchase description is available;

(ii) Two or more responsible bidders are willing and able to compete effectively for the business; and

(iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

(i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the

invitation for bids must be publicly advertised;

(ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;

(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

(1) The item is available only from a single source;

(2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or

(4) After solicitation of a number of sources, competition is determined inadequate.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 54409, Sept. 10, 2015]

§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

§200.322 Procurement of recovered materials.

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

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

§200.323 Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

§200.324 Federal awarding agency or pass-through entity review.

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to

other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

§200.325 Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§200.326 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with §200.322

Attachment I

Procurement of recovered materials and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. All other non-Federal entities, including sub recipients of a state, will follow §§200.318 General procurement standards through 200.326 Contract provisions.

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Bid #AD-21-03 - Disaster Recovery Monitoring And Reimbursement Assistance
Time Left Bid has ended.**Bid Started** Mar 18, 2021 9:49:21 PM EDT**Bid Ended** This bid closed on Apr 20, 2021 2:00:00 PM EDT**Agency Information** City of Pembroke Pines, FL ([view agency's bids](#))**Notifications**[Report \(Bidder Activity\)](#)**# of suppliers that viewed** 54 ([View](#))**Q & A**[Questions & Answers](#)

Q&A Deadline: Apr 5, 2021 8:30:00 PM EDT

Bid Classifications [Classification Codes](#)**Bid Regions** [Regions](#)**Bid Contact** [see contact information](#)**Pre-Bid Conference(s)** Apr 1, 2021 9:00:00 AM EDT

Attendance is optional

Location: There will be a non-mandatory scheduled pre-bid meeting on April 1, 2021 at 9:00 a.m. Meeting location will be at the Public Services Building at 8300 S. Palm Drive, Pembroke Pines, FL 33025.

At the time of writing this notice, the City will not be opening up the physical location for public access as City offices are closed to the public, due to the COVID-19 Coronavirus Pandemic.

As a result, meetings may be a combination of in-person and virtual, all as provided by law. In any event, the public is encouraged to attend the meeting virtually in lieu of attending the meeting in person.

While considering public health concerns, in the abundance of caution, the City is requesting that interested parties utilize live streaming as a safe way for vendors and the public to participate in lieu of attending the meeting in person.

The public is invited to attend the meeting virtually via the Cisco Webex Meetings platform.

â€ WebEx Meeting Link: <https://ppines.webex.com/meet/purchasing>

â€ Cisco Webex Meeting Number: 717 019 586

â€ Join by Phone Number: +1-408-418-9388

The public may download the Cisco Webex Meetings app from <https://www.webex.com/downloads.html/>.

If any member of the public requires additional information about this meeting or has any questions about how to access the meeting, please contact:

Danny Benedit, Procurement Department
 City of Pembroke Pines
 8300 South Palm Drive,
 Pembroke Pines, FL 33025
 954-518-9022
purchasing@ppines.com

[Transcript](#) [Attendance](#)**Copy Bid** Click here to [copy](#) the bid and relist it as a new bid**View Rules** Click here to [change](#) the rules for this bid.**Bid Packet** [Packet for Bid AD-21-03](#) ([download](#))**Best and Final Offer:** [Create](#)**Approval****View Approval Flow** [View Approval Flow](#)**Approval Status** Approved

Bid Comments

Contract Duration	5 years
Contract Renewal	Not Applicable
Prices Good for	90 days
Budgeted Amount	\$0.00 (change)
Standard Disclaimer	Bids/proposals must be submitted electronically

Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation. The vendor must provide the necessary information on the BidSync website and upload all of the requested documents listed in the PROPOSAL REQUIREMENTS section of this solicitation. Unless otherwise specified, the City requests for vendors to upload their documents as one (1) PDF document in the order that is outline in the bid package.

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. BidSync Support is happy to help you with submitting your proposal and to ensure that you are submitting your proposals correctly, but we ask that you contact their support line at 1-800-990-9339 with ample time before the bid closing date and time.

PLEASE DO NOT SUBMIT ANY PROPOSALS VIA MAIL, E-MAIL OR FAX.

However, please note that any required Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked "BID SECURITY" (with the Solicitation Number and Title) and sent to the City of Pembrok Pines, City Clerk's Office, 4th Floor, 601 City Center Way, Pembrok Pines, FL 33025.

Bid Comments The City of Pembrok Pines is seeking proposals from qualified firms, hereinafter referred to as the Consultant, Contractor or Debris Monitor, to provide Disaster Recovery Monitoring and Reimbursement Assistance, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

The City is seeking proposals to establish a pre-need, pre-event contract with a qualified and experienced emergency and debris monitoring firm, herein after referred to as Contractor or Consultant, to provide services to the City during disaster or emergency events. Disasters include natural events such as hurricanes, tornadoes, windstorms, floods, and fires, as well as manmade events or emergencies such as civil unrest and terrorist attacks. In the event of a disaster or emergency, the Consultant shall service the City first and be on-call to provide all support services necessary to insure the safety and well-being of all residents and visitors to the City. Consultant may also be called upon throughout the year to render services to assist the City with special needs and events other than full-scale disasters, as determined by the City Manager. The City retains the right to obtain similar services from additional contractors.

The successful Proposer (Consultant) shall be responsible for monitoring the recovery efforts of the City's Debris Management Contractor (DMC) in the field in accordance with the Stafford Act and Federal Emergency Management Administration (FEMA) policies and guidelines. Services include monitoring debris collection, Temporary Debris Management Sites (TDMSs), and residential debris Drop-Off Sites, as well as data reporting and other related services. Consultant shall monitor the DMC's progress and suggest and assist with implementing recommendations to improve efficiency.

The successful firm must adhere to all requirements and regulations established by Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Department of Health (FDH), Natural Resources Conservation Services (NRCS), South Florida Water Management District (SFWMD), and the Florida Department of Environmental Protection (FDEP), U.S. Army Corps of Engineers (USACE) and any other governmental agency with jurisdiction over response and recovery actions. The Contractor shall have an excellent understanding of the documentation involved for the reimbursement from FEMA, FHWA, or Other Federal Agencies, and the State relief programs to make the process of cost recovery efficient and accurate. The processes and documentation required will be in strict compliance with FEMA, FHWA, or Other Federal Agencies, and other State relief programs regulations regarding edibility.

Contractor will work under the direction of the City's Contract Manager. The City's Contract Manager will issue the Notice to Proceed to start work and the notice to reduce resources and to end work. All payments under the contract resulting from this RFP shall be made only for services approved by the Contract Manager.

To be eligible for award of a contract in response to this RFP, the Proposer must demonstrate that they have successfully completed services, as specified in this solicitation, are normally and are routinely engaged in performing such services and meet the requirements of this RFP.

The selected firm must be experienced and knowledgeable in Federal Emergency Management Administration (FEMA) and Insurance reimbursement rules and procedures and must demonstrate such to the City in its proposal and subsequent selection process presentations. The selected firm must also demonstrate experience and knowledge with state, local and federal environmental regulating and permitting agencies. The selected firm will be responsible for staying current with all FEMA and other agencies guidelines and regulations and will be responsible for advising the City from beginning to end to ensure maximum financial recovery for the City.

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 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 as detailed in Attachment I to this document and shall apply to all contracts issued pursuant to this Request for Proposal. 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.

NOTE: This solicitation is not a request for Emergency Debris Management Services. The City maintains contract(s) with Contractor(s) to provide that service; and reviews those services through a separate procurement process. This RFP is specifically for Emergency Disaster/Debris Monitoring Services and Financial Recovery Assistance. Contractors shall not include proposals that include Debris Management Services. One or more Contractor(s) may be selected to provide differing elements or levels of scope of work in accordance with the capabilities and extent of involvement each respondent proposes. Contracts issued resulting from this RFP shall only be activated in the event of a declared emergency. There is no guarantee any contract resulting from the RFP will be activated or any work will be performed.

Documents

Select All | Select None | Download Selected

- ☐ 1.  [AD-21-03 Disaster Recovery Monitoring and Reimbursement Assistance.pdf](#) [\[download\]](#)
- ☐ 3.  [Attachment B - Non-Collusive Affidavit](#) [\[download\]](#)
- ☐ 5.  [Attachment D - Sample Insurance Certificate.pdf](#) [\[download\]](#)
- ☐ 7.  [Attachment F - References Form](#) [\[download\]](#)
- ☐ 9.  [Attachment H - Financial Work Sheet.pdf](#) [\[download\]](#)
- ☐ 2.  [Attachment A - Contact Information Form.docx](#) [\[download\]](#)
- ☐ 4.  [Attachment C - Proposers Background Information.docx](#) [\[download\]](#)
- ☐ 6.  [Attachment E - Specimen Contract - Disaster Monitoring Services Agreement.pdf](#) [\[download\]](#)
- ☐ 8.  [Attachment G - Temporary Debris Management Sites TDMS and Work Zones.pdf](#) [\[download\]](#)
- ☐ 10.  [Attachment I - 2 CFR 200 - Uniform Administrative Requirements for Federal Awards.pdf](#) [\[download\]](#)

 = Included in Bid Packet  = Excluded from Bid Packet

Items

-  Schedule 1 - Labor

[\[Description\]](#)
-  Schedule 2 - Other Services

[\[Description\]](#)

Contractor Advertisements

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There are no advertisements on this solicitation.

Questions? Contact a Periscope Source representative: 800-990-9339 or email: source-support@periscopeholdings.com

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Question and Answers for Bid #AD-21-03 - Disaster Recovery Monitoring and Reimbursement Assistance

[Create New Question](#)

Question Deadline: Apr 5, 2021 8:30:00 PM EDT

Overall Bid Questions

There are no questions associated with this bid.

Questions? Contact a Periscope Source representative: 800-990-9339 or email: source-support@periscopeholdings.com

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Exhibit "B"

Tetra Tech, Inc

Bid Contact **Betty Kamra**
sandra.fajardo@tetrattech.com
Ph 321-441-8518

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

Supplier Code 286758

Bid Notes **Please see attachments under Schedule 1: Project Manager for Tetra Tech PDF Proposal response**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
AD-21-03-01-01	Schedule 1 - Labor: Project Manager	Supplier Product Code:	First Offer - \$79.00	1430 / hour	\$112,970.00 Y Y
AD-21-03-01-02	Schedule 1 - Labor: Operations Manager	Supplier Product Code:	First Offer - \$65.00	1354.5 / hour	\$88,042.50 Y
AD-21-03-01-03	Schedule 1 - Labor: Project Coordinator	Supplier Product Code:	First Offer - \$34.00	1810 / hour	\$61,540.00 Y
AD-21-03-01-04	Schedule 1 - Labor: Field Supervisor	Supplier Product Code:	First Offer - \$45.00	2031.75 / hour	\$91,428.75 Y
AD-21-03-01-05	Schedule 1 - Labor: Field Monitor	Supplier Product Code:	First Offer - \$34.00	15516.5 / hour	\$527,561.00 Y
AD-21-03-01-06	Schedule 1 - Labor: TDMS and Drop-Off Site Monitors	Supplier Product Code:	First Offer - \$34.00	5837.25 / hour	\$198,466.50 Y
AD-21-03-01-07	Schedule 1 - Labor: Debris Site Security	Supplier Product Code:	First Offer - \$30.00	1 / hour	\$30.00 Y
AD-21-03-01-08	Schedule 1 - Labor: Data Manager	Supplier Product Code:	First Offer - \$55.00	2132 / hour	\$117,260.00 Y
AD-21-03-01-09	Schedule 1 - Labor: Data Support Personnel	Supplier Product Code:	First Offer - \$45.00	1 / hour	\$45.00 Y
AD-21-03-01-10	Schedule 1 - Labor: Billing/Invoice Analyst	Supplier Product Code:	First Offer - \$45.00	198.25 / hour	\$8,921.25 Y

Code:

AD-21-03-01-11	Schedule 1 - Labor: GIS Specialist	Supplier Product Code:	First Offer - \$55.00	1 / hour	\$55.00	Y

AD-21-03-01-12	Schedule 1 - Labor: Grant Management Consultant	Supplier Product Code:	First Offer - \$110.00	1 / hour	\$110.00	Y

AD-21-03-01-13	Schedule 1 - Labor: Quality Assurance / Quality Control Manager	Supplier Product Code:	First Offer - \$65.00	1 / hour	\$65.00	Y

AD-21-03-01-14	Schedule 1 - Labor: Grant Management Specialist	Supplier Product Code:	First Offer - \$90.00	1 / hour	\$90.00	Y

Lot Total **\$1,206,585.00**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs

AD-21-03-02-01	Schedule 2 - Other Services: Aerial Photo	Supplier Product Code:	First Offer - \$100.00	1 / each	\$100.00	Y

AD-21-03-02-02	Schedule 2 - Other Services: Aerial Photo Package	Supplier Product Code:	First Offer - \$180.00	1 / each	\$180.00	Y

AD-21-03-02-03	Schedule 2 - Other Services: Photograph Copies	Supplier Product Code:	First Offer - \$1.00	1 / each	\$1.00	Y

AD-21-03-02-04	Schedule 2 - Other Services: Additional Photographs	Supplier Product Code:	First Offer - \$10.00	1 / each	\$10.00	Y

AD-21-03-02-05	Schedule 2 - Other Services: Additional Location	Supplier Product Code:	First Offer - \$20.00	1 / each	\$20.00	Y

Lot Total **\$311.00**

Supplier Total **\$1,206,896.00**

Tetra Tech, IncItem: **Schedule 1 - Labor:Project Manager****Attachments**

Tetra Tech Proposal_Disaster Recovery Monitoring and Reimbursemetn Assistance RFPAD-21-03.pdf

PROPOSAL FOR

Disaster Recovery Monitoring and Reimbursement Assistance RFP#AD-21-03

City of Pembroke Pines, Florida



TETRA TECH

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April 2021



Title Page

Disaster/Debris Monitoring Services and Financial Recovery Assistance – Request for Proposals # AD-18-04

April 20, 2021

PRESENTED TO

City of Pembroke Pines, Florida

Submitted Electronically on BidSync.com

PRESENTED BY

Tetra Tech, Inc.

2301 Lucien Way
Suite 120
Maitland, FL 32751

P +1-321-441-8500

F +1-321-441-8501

tetrattech.com

For technical questions, please contact:

Mr. Simon Carlyle – Deputy Director, Post-Disaster Programs

Phone: (407) 803-2525 | Email: simon.carlyle@tetrattech.com

For contractual questions, please contact:

Ms. Betty Kamara – Contracts Administrator

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



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**Per the instructions listed in the City’s RFP, 1.6 Vendor Registration Documents have been emailed to purchasing@ppines.com.



Electronic Submission

Subject: **Disaster/Debris Monitoring Services and Financial Recovery Assistance RFP No. AD-21-03**

Dear Members of the Evaluation Committee,

Tetra Tech, Inc. (Tetra Tech) is pleased to submit the enclosed proposal to provide disaster debris monitoring services to City of Pembroke Pines (City). Tetra Tech is a leading provider of consulting, engineering, and technical services worldwide. In 2020, Tetra Tech was ranked number one by Engineering News-Record (ENR) in water, solid waste, environmental science, wind power, and dams and reservoirs. Tetra Tech is a financially sound and successful firm with fiscal year 2020 annual revenues of more than \$2.9 billion and 450 offices, supported by approximately 20,000 employees. We have the resources and expertise to support the City's project needs. Our team of disaster recovery experts is a recognized leader in disaster response and recovery and is the most effective and beneficial choice for the City for the following reasons:

- **Knowledge of and Experience with Pembroke Pines.** Since 2005, Tetra Tech has held the City of Pembroke Pines contract for disaster debris monitoring services, which allows our team to provide an efficient and cost-effective disaster recovery clean-up with no learning curve. Following Hurricane Wilma, the Tetra Tech team successfully managed the City's disaster recovery operations and monitored the collection and removal of *over 900,000 CYs of debris*. Most recently, our firm managed the City's debris removal monitoring program following Hurricane Irma, which resulted in over *220,000 CYs of debris*. This operation was lead by *Mr. Will Barton*, our proposed project manager.
Through this past experience with the City, Tetra Tech understands and is able to anticipate the City's post-disaster recovery concerns. Most importantly, we have knowledge of and have developed unique operational protocols designed to expedite the City's post-event recovery—*this level of expertise only comes with having worked with the City extensively over the past decade.*
- **Nationally Recognized Leader in Disaster Recovery with Extensive Experience in the Florida.** Since 2001, our team has monitored the collection and removal of almost *60 million CY of debris in Florida*. Similar to the services requested by the City, Tetra Tech has assisted numerous communities in Florida with response and recovery efforts after Hurricanes Charley, Frances, Jeanne, Ivan, Dennis, Katrina, Wilma, and most recently, Matthew, Irma, Michael, and Sally. *The Tetra Tech team has performed more post-disaster work for Florida applicants than any other company.* Our extensive Florida experience means we understand the expectations of state and federal funding and regulatory agencies. In total, our team has successfully assisted over 300 local and state government clients across the nation with planning for and recovering from natural and human-caused disasters and has extensive experience successfully managing multiple disaster response and recovery operations across the United States simultaneously. *Our team has overseen and managed the recovery of over 137 million cubic yards (CYs) of debris, resulting in excess of \$6 billion in reimbursable costs to our clients.*
- **Dedicated Project Management Team.** To provide the City with the most experienced management team assigned to its disaster management mission, we have assembled a team of nationally recognized experts in the field of response and recovery. Leading Tetra Tech Disaster Recovery is *Mr. Jonathan Burgiel, a 30+-year veteran of the industry who is one of the nation's leading experts in disaster debris monitoring and Federal Emergency Management Agency (FEMA) reimbursement.* Mr. Burgiel has helped hundreds of communities throughout Florida and the nation with preparing for and responding to hurricanes and other natural disasters. Mr. Will Barton, our proposed project manager, has extensive experience in disaster debris project management support, including serving as Project Manager *for the City* following Hurricane Irma, giving him a deep understanding of the City's needs and expectations.
- **Immediate Response Capability and Capacity.** With disaster response and recovery experts located throughout the state, Tetra Tech can stage a full-scale mobilization in the City within hours of a disaster. Tetra Tech has never failed to respond to a client's needs, providing each community with a dedicated project team. Additionally, our top level management team is based in Florida and will be available to the City, should the need arise. Tetra Tech actively analyzes

Tetra Tech, Inc.

450 North Park Road, Suite 502, Hollywood, FL 33021
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current workloads and capacity to ensure that we are able to provide high-quality, efficient service to all of our clients. In 2017, *Tetra Tech successfully deployed more than 6,000 field staff throughout the country* to respond to clients affected by Hurricane Irma in Florida, Hurricane Harvey in Texas, Hurricane Maria in Puerto Rico, and multiple wildfires in California. Our simultaneous response to several disasters is proof that we have the staff, resources, and expertise to respond to the City's post-disaster needs. Tetra Tech stands ready to work with the City as a trusted partner who will respond immediately and provide high-quality services throughout the engagement.

- **Best in Class Automated Debris Management System (ADMS) Technology and Documentation Support.** Via RecoveryTrac™, our staff can monitor and manage a recovery effort electronically, increasing productivity while decreasing fraud, human error, and cost to the City. RecoveryTrac™ enables real-time data collection and furnishes accurate and timely reporting to stakeholders. *RecoveryTrac™ was developed by and is owned by Tetra Tech and has been used consistently on debris removal monitoring and disaster grant management projects since 2011.* RecoveryTrac™ allows Tetra Tech to track real-time costs by individual contract line item to provide the reporting and project oversight that the City may need as well as full transparency and visibility of project operations. *RecoveryTrac™ is one of only three systems validated by the United States Army Corps of Engineers (USACE) and is the ADMS preferred by USACE debris contractors.*
- **FEMA Reimbursement Experts.** Tetra Tech maintains a staff of reimbursement experts who have recovered millions of dollars of eligible FEMA Public Assistance reimbursement costs incurred by our clients. A vital member of the Tetra Tech team is *Ms. Allison McLeary, former Florida Division of Emergency Management (FDEM) Recovery Bureau Chief and Deputy State Coordinating officer for all FEMA declared events in Florida.* During her time with FDEM, Ms. McLeary administered over \$8.8 Billion in FEMA Stafford Act Program funding and developed and implemented a \$1.275 Billion CARES-Coronavirus Relief Fund payment plan. In addition, *Mr. Donald Kunish has 18 years of experience* and served as former Deputy Bureau Chief for FDEM where he was responsible for managing Florida's Hazard Mitigation Planning and Grant Programs, Statewide Emergency Management All-hazards Planning and Training and Exercise Programs.

Tetra Tech would be honored to continue to serve as the City's primary debris monitoring and financial services provider. We are fully prepared to provide the high-quality service the City expects. All terms, conditions, and addendums of the RFP are understood and acknowledged by the undersigned. We confirm our ability to perform the services requested in the City's RFP for the prices submitted with this proposal. For questions regarding this response, please contact the representatives listed below.

Technical representative:

Mr. Simon Carlyle

407-803-2525 | 321-441-8501 (f)

Simon.carlyle@tetrattech.com

Contractual representative:

Ms. Betty Kamara

407-803-2551 | 321-441-8501 (f)

betty.kamara@tetrattech.com

Sincerely,

Tetra Tech, Inc.



Jonathan Burgiel, Business Unit President

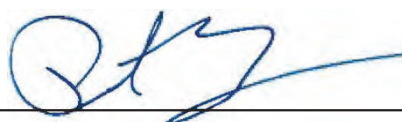
CERTIFICATE
TETRA TECH, INC.

To: City of Pembroke Pines, Florida

I hereby certify to you that I am a duly elected and qualified Senior Vice President, General Counsel and Secretary of Tetra Tech, Inc., a Delaware corporation (the "Company"), and that, as such, I am authorized to execute this Certificate on behalf of the Company. I further certify to you on behalf of the Company that:

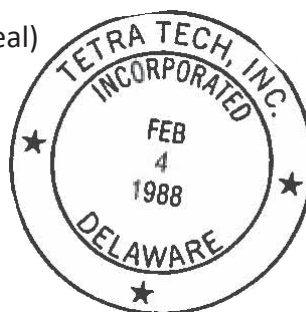
Jonathan Burgiel, Business Unit President within the Company's United States Government Division of the Government Services Group, is authorized and empowered, in accordance with the Company's Signature Approval Authority Matrix, as approved by the Company's Board of Directors, for and on behalf of the Company, to sign a proposal in response to the City of Pembroke Pine's RFP for Disaster Recovery Monitoring and Reimbursement Assistance Services #AD-21-03. Further, Mr. Burgiel is authorized and empowered to sign any resulting contract and is authorized to bind the Company.

IN WITNESS WHEREOF, I have hereunto set my hand as of this 10th day of April 2021.



Preston Hopson
Senior Vice President, General Counsel and
Secretary

(Seal)



Tab 1

Qualifications and Experience



Qualifications and Experience

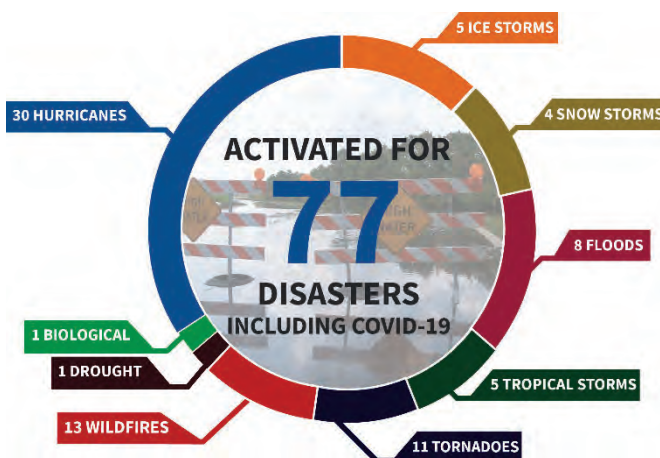
Tetra Tech, Inc. (Tetra Tech) is a leading provider of consulting, engineering, and technical services worldwide. Founded in 1966, Tetra Tech is one of the leading firms in the nation in the field of disaster management and homeland security, with millions of dollars in revenue coming from contracts in such diverse areas as infrastructure hardening and protection; disaster recovery; emergency management, planning, and preparedness; community resilience; and grant management. Tetra Tech supports government and commercial clients by providing innovative solutions to complex problems focused on water, environment, energy, infrastructure, and natural resources. With 20,000 employees worldwide, Tetra Tech's capabilities span the entire project life cycle.

Dedicated to helping state and local governments plan for and recover from natural and human-caused disasters, our staff members offer a field-tested and proven methodology for emergency readiness, continuity planning, and disaster recovery. ***Our team is recognized for its ability to quickly respond to a broad range of emergencies, allowing our clients to return to the business of running their day-to-day operations.***

Likewise, our team's understanding of the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA) (including recent changes), and other reimbursement agencies' requirements for eligibility, documentation, and reimbursement helps clients receive the maximum reimbursement allowed. ***Our team has obtained over \$6 billion in reimbursement funds for our clients*** from federal agencies such as FEMA, FHWA, and the Natural Resources Conservation Service (NRCS). In total, our team has successfully managed the removal of and reimbursement for over ***137 million cubic yards (CYs) of debris*** as well as the ***demolition of over 12,500 uninhabitable residential and commercial structures.***

Within our proposal, we demonstrate that Tetra Tech is the best choice for the City of Pembroke Pines based on the following:

- We offer a dedicated project management team lead by Mr. Will Barton, who served as project manager for the City of Pembroke Pines following Hurricane Irma in 2017. Mr. Barton is backed by our Senior Management Team, consisting of the nation's leading experts, including Mr. Jonathan Burgiel, a 35+-year industry veteran.
- We offer a proven and successful technical and management approach that has been refined in hundreds of disaster activations across the United States, including over 30 projects with over 1 million CYs of debris, as evidenced by our team's detailed scope of work and significant work history in the disaster response marketplace and within the City of Pembroke Pines.
- We are duly qualified to perform the scope of work outlined in the County's request for proposal, as evidenced by our staff's extensive qualifications for many of the nation's most catastrophic disasters and our team's previous experience with disaster recovery in Florida over the past 19 years.
- We offer detailed reporting, real-time debris collection tracking, and mapping capabilities that are driven by our RecoveryTrac™ automated debris management system (ADMS) technology, which allows our staff to monitor and manage a recovery effort electronically in addition to increasing productivity while decreasing fraud, human error, and cost to the



Tetra Tech has held a contract with the City of Pembroke Pines since 2005. We have provided disaster debris monitoring services following Hurricane Wilma in 2005 and Hurricane Irma in 2017. Through these projects and additional coordination with City officials, our team has gained invaluable knowledge of the City's needs and expectations.

CITY OF PEMBROKE PINES, FLORIDA



TAB 1: QUALIFICATIONS AND EXPERIENCE

County. Additionally, RecoveryTrac™ has been successfully utilized by the City during Hurricane Irma debris monitoring operations.

- We are committed to providing the County with skilled resources within the time frames specified by the County as evidenced by the depth of experience of our senior management team and project management team.
- As a global engineering firm with over \$2.9 billion in annual revenues, we have the financial resources and cash flow to support a large, long-term recovery effort.

TETRA TECH SNAPSHOT

WORKS IN
100+
COUNTRIES

7
CONTINENTS

Publicly traded
on NASDAQ as

TTEK
NASDAQ
GLOBAL SELECT

\$3 billion
ANNUAL REVENUE

WORKS ON
65,000+
PROJECTS
ANNUALLY

450 OFFICES
WORLDWIDE

16,500
CLIENTS

20,000 ASSOCIATES

ENR RANKINGS

[#1 Dams & Reservoirs](#)

[#1 Environmental Management](#)

[#1 Environmental Science](#)

[#1 Hydro Plants](#)

[#1 Solid Waste](#)

[#1 Water](#)

[#1 Water Treatment/Desalination](#)

[#1 Water Treatment/Supply](#)

[#1 Wind Power](#)



Related Services Provided to Government Entities

Unmatched Debris Monitoring Experience

Our team has provided disaster management, recovery, and consulting services to hundreds of state and local government agencies since 2001, and most major disasters since. These services have included environmental permitting; monitoring of debris collection, hazardous tree programs, debris management sites (DMS), and specialized debris missions; fire damage restoration; contractor invoice reconciliation; and federal grant reimbursement support.

Exhibit 1-1: Experience Matrix (2001–2020)



CITY OF PEMBROKE PINES, FLORIDA

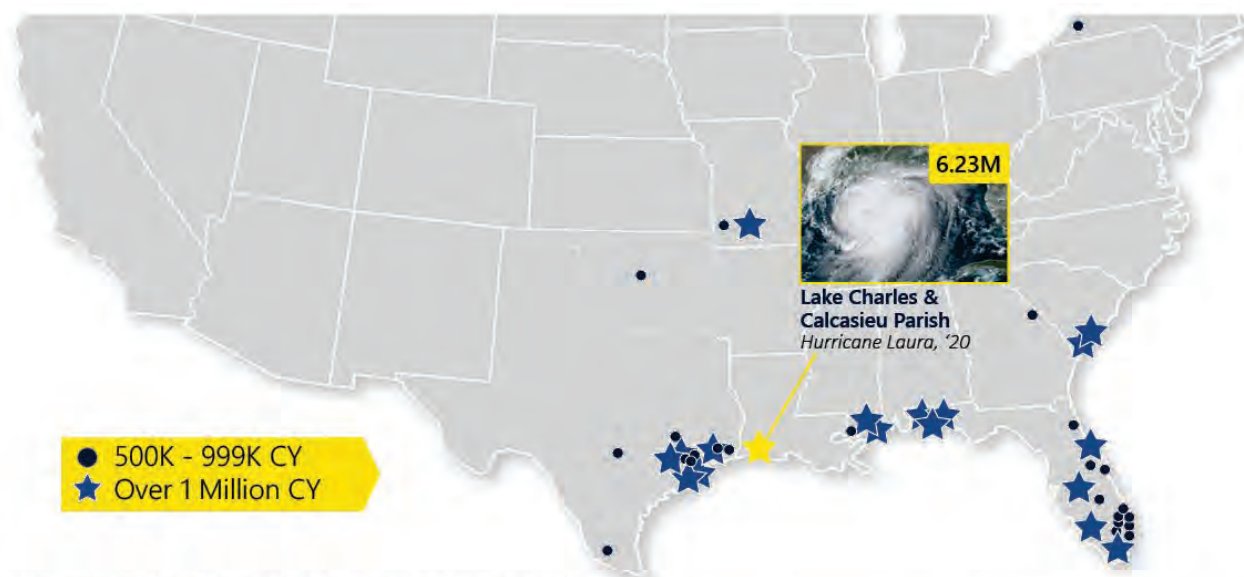


TAB 1: QUALIFICATIONS AND EXPERIENCE

Large-Scale Debris Monitoring Experience

Clients count on us to respond in their time of need, and we have never failed to deliver. Our team of debris experts and vast resources allow us to respond to our clients' deployment and mobilization needs, regardless of size, location, or type of disaster. In fact, more than 6,000 Tetra Tech field staff were deployed in concurrent responses to Hurricanes Harvey, Irma, Maria, and the California wildfires in 2017-2018.

Exhibit 1-2: Large Project Experience



Summary of Projects Over 1 Million (M) Cubic Yards



5.46M
Houston, TX
Hurricane Ike, '08



5.38M
1.38M
Escambia County & Pensacola, FL
Hurricane Ivan, '04



3.49M
Collier County, FL
Hurricane Irma, '17



3.28M
Miami-Dade County, FL
Hurricane Irma, '17



2.89M
Gulfport, MS
Hurricane Katrina, '05



2.69M
Bolivar Peninsula, TX
Hurricane Ike, '08



2.57M
Miami-Dade County, FL
Hurricane Wilma, '05



2.49M
Harrison County, MS
Hurricane Katrina, '05



2.39M
Harris County, TX
Hurricane Ike, '08



2.18M
Hilton Head Island, SC
Hurricane Matthew, '16



2.03M
Houston, TX
Hurricane Harvey, '17



1.81M
Galveston, TX
Hurricane Ike, '08



1.71M
Polk County, FL
Hurricane Irma, '17



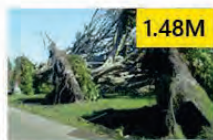
1.70M
Santa Rosa County, FL
Hurricane Dennis, '05



1.70M
Beaufort County, SC
Hurricane Matthew, '16



1.59M
Escambia County, FL
Hurricane Dennis, '05



1.48M
Jefferson County, TX
Hurricane Rita, '05



1.44M
Springfield, MO
Snowstorms, '07



1.29M
Harris County, TX
Hurricane Harvey, '17



1.05M
Volusia County, FL
Hurricane Matthew, '16

Photo Source | FEMA.gov

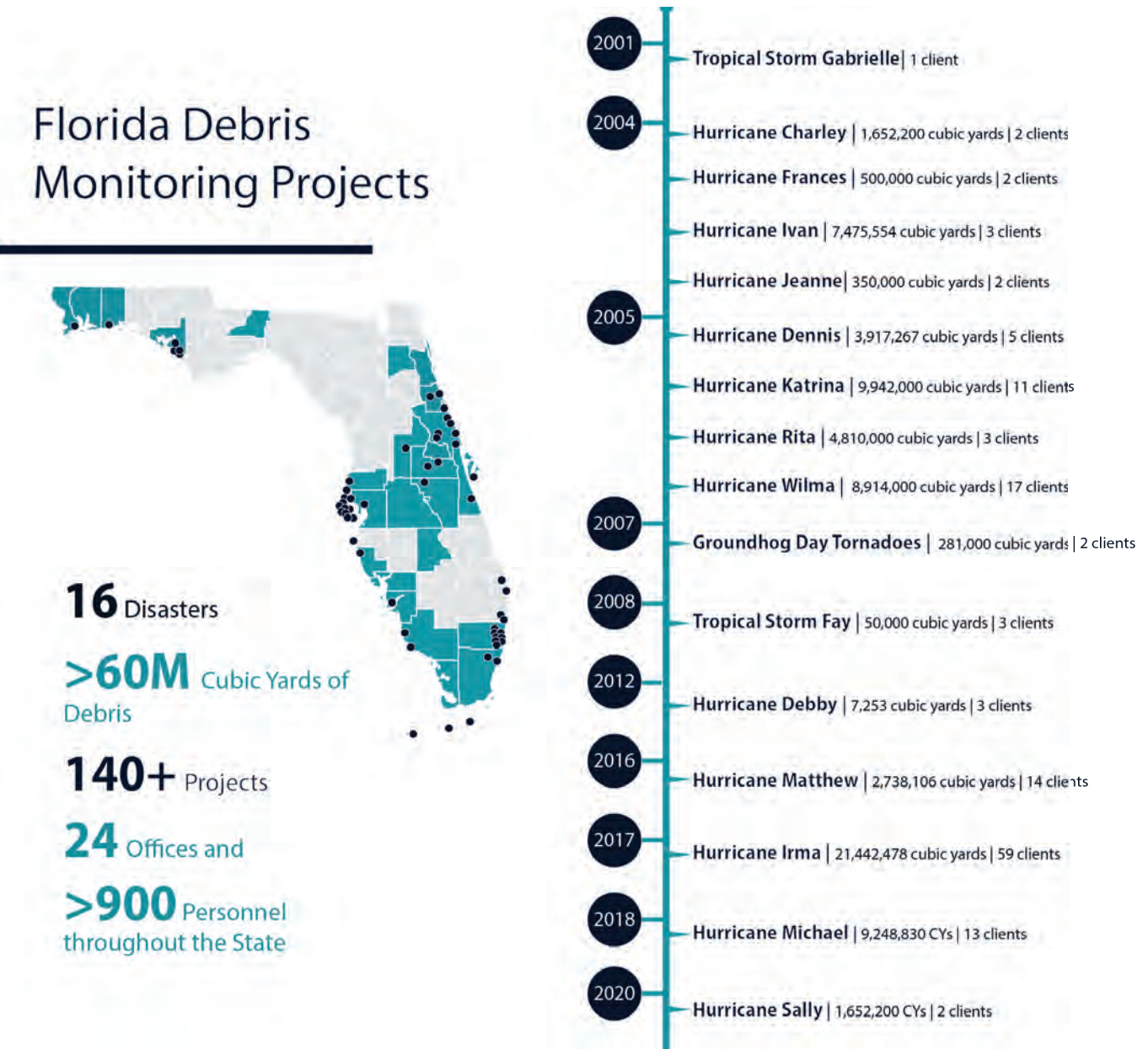


Florida Debris Monitoring Experience

Tetra Tech has performed more debris monitoring services in the state of Florida than any other firm. Our team has responded to every major disaster in Florida since 2001 including 3 tropical storms, 12 hurricanes, and 1 tornado. In response to these events, **our team has overseen 141 projects amounting to over 60 million cubic yards of debris across the State.** Due to our vast experience, we have become experts in Florida’s unique needs disaster recovery needs including private property debris removal, waterways, and beach projects.

Florida is also our home state where many of our principal and senior staff reside. We are proud of our work in Florida and we want to be known in our hometowns for providing excellent service to our communities. With 24 offices throughout the State, including our disaster recovery headquarters and fully stocked warehouse in Central Florida, Tetra Tech is mere hours away to mobilize rapidly to our clients throughout the State.

Exhibit 1-3: Florida Debris Monitoring Experience



CITY OF PEMBROKE PINES, FLORIDA



TAB 1: QUALIFICATIONS AND EXPERIENCE

Debris Monitoring Experience Over the Past Six (6) Years

Exhibit 1-4 provides an abbreviated experience matrix for projects conducted in the last six years. **Tetra Tech was the prime contractor for each event listed below.** *Tetra Tech can provide additional information upon request.*

Exhibit 1-4: Experience Matrix (2015–2021)

Client Name and Address	Contact	Description of Services
Hurricane Zeta – 2020 Total Clients: 6 Representative Clients:		
City of Gulfport, MS	Kris Riemann, P.E. (288) 868-5740	Disaster Debris Program Management / November 2020 – February 2021 / 483,147 CYs
City of Waveland, MS	Mickey Lagasse (228) 467.4143 mlagasse@waveland-ms.gov	Disaster Debris Program Management / November 2020 – March 2021 / 216,681 CYs
Hurricane Delta – 2020 Total Clients: 5 Representative Clients:		
Acadia Parish, LA	Chance Henry (337) 824-7720 electchancehenry@gmail.com	Disaster Debris Program Management / 88,993 cubic yards (in progress)
St. Martin Parish, LA	Heath Babineaux (337) 394-4798 Hbabineaux@stmartinparish.net	Disaster Debris Program Management / October 2020 – November 2020 / 30,600 CYs
Hurricane Sally – 2020 Total Clients 4 Representative Clients:		
City of Pensacola, FL	John Pittman (850) 435-1894 Jpittman@cityofpensacola.com	Disaster Debris Program Management / September 2020 – December 2020 / 571,718 CYs
Okaloosa County, FL	Jim Reece (850) 978-1063 jreece@co.okaloosa.fl.us	Disaster Debris Program Management / September 2020 – November 2020/ 30,794 CYs
Baldwin County, AL	Terri Graham (251) 331-4158	Disaster Debris Program Management / 4,444,983 CYs (in progress)
Hurricane Laura – 2020 Total Clients 13 Representative Clients:		
City of Lake Charles, LA	Jeff Jones (337) 540-1707	Disaster Debris Program Management / September 2020 / 3,963,505 (in progress)
Calcasieu Parish, LA	Theresa Champeaux (337) 540-8094	Disaster Debris Program Management / September 2020 / March 2021 / 6,775,021 CY
Hurricane Isaias – 2020 Total Clients 2 Representative Clients:		
Town of Holden Beach, NC	Heather Finnell (910) 842-6488 heather@hbtownhall.com	Debris Monitoring Services / August 2020 / 1,607 CYs
Town of Ocean Isle Beach, NC	Justin Whiteside (910) 579-3469 justin@oibgov.com	Debris Monitoring Services / August 2020 – September / 6,966 CYs
Hurricane Hanna – 2020 Total Clients 3 Representative Clients:		
Hidalgo County, TX	Mr. Judge "J.D." Salinas (956) 318-2600 jd.salinas@gsa.gov	Debris Monitoring Services / August 2020 – September 2020 / 187,135 CYs
SC - Severe Storms and Tornadoes - 2020 Total Clients 1 Representative Clients:		

CITY OF PEMBROKE PINES, FLORIDA



TAB 1: QUALIFICATIONS AND EXPERIENCE

Client Name and Address	Contact	Description of Services
Barnwell County, SC	Mr. Roger Riley (803) 541-2013 rriley@barnwellsc.com	Debris Monitoring Services / April 2020 / 783 CYs
Severe Storms and Tornadoes - 2020 Total Clients 3 Representative Clients:		
City of Chattanooga, TN	Elizabeth Goss (229) 894-4591 egoss@chattanooga.gov	Debris Monitoring Services / April 2020 – June 2020 / 322,200 CYs
Tropical Storm Imelda – 2019 Total Clients 3 Representative Clients:		
Harris County, TX	Ms. Danielle Cioce, MS (551) 427-6581 danielle.cioce@hcpid.org	Debris Monitoring Services / September 2019 – November 2019 / 15,907 CYs
Jefferson County, TX	Patrick Swain (409) 835-8500	Debris Monitoring Services / September 2019 – November 2019 / 57,429 CYs
Hurricane Dorian - 2019 Total Clients 5 Representative Clients:		
Colleton County, SC	Carla W. Harvey, PE (843) 782.3104 Cell – 843.909.4653	Debris Monitoring Services / October 2019 / 4,272 CYs
Dorchester County, SC	Mr. Mario Formisano (843) 832-0341 MFormisano@dorchestercounty.net	Debris Monitoring Services / September 2019 – October 2019 / 31,294 CYs
Alabama Severe Storms and Tornadoes – 2019 Total Clients – 1 Representative Clients:		
Lee County, AL	Patrick Harvill (334) 737-7011	Disaster Debris Program Management / March 2019 – August 2019 / 170,000 CY
Hurricane Michael – 2018 Total Clients – 13 Representative Clients:		
Lynn Haven, City of, FL	Vickie Gainer (850) 265-2121 ext 112	Disaster Debris Program Management / October 2018 – June 2019 / 1,280,400 CY
Callaway, City of, FL	Ed Cook (850) 215-6691	Disaster Debris Program Management / October 2018 – June 2019 / 1,468,100 CY
Parker, City of, FL	Rich Musgrave (850) 871-4104 richmusgrave@cityofparker.com	Disaster Debris Program Management / October 2018 – May 2019 / 548,800 CY
Wakulla County, FL	Brandy Raye King (850) 745-7711 bking@mywakulla.com	Disaster Debris Program Management / October 2018 – March 2019 / 38,085 CY
Franklin County, FL	Pamela Brownell (850) 653-8977, ext. 10 Em3frank@fairpoint.net	Debris Monitoring Services / October 2018 – March 2019 / 126,087 CY
Albany County, GA	Phil Roberson (229) 357-0667 PRoberson@dougherty.ga.us	Disaster Debris Program Management / October 2018 – May 2019 / 363,000 CY
Dougherty County, GA	Michael McCoy (229) 431-2193 MMcCoy@dougherty.ga.us	Disaster Debris Program Management / October 2018 – May 2019 / 207,000 CY
Hurricane Florence – 2018 Total Clients – 12 Representative Clients:		
New Bern, City of, NC	Matt Montanye (252) 646-3984	Debris Monitoring Services / September 2018 – January 2019 / 155,400 CY

CITY OF PEMBROKE PINES, FLORIDA



TAB 1: QUALIFICATIONS AND EXPERIENCE

Client Name and Address	Contact	Description of Services
	MontanyeM@newbern-nc.org	
California Wildfires – 2017-18 Total Clients – 4 (6 Wildfires)		
CalRecycle, CA	Alan Zamboanga (916) 341-6450	Cost management of fire damaged properties, Private property debris removal / September 2015–Ongoing / 2,278,740 tons of debris
Hurricane Irma – 2017 Total Clients – 67 Representative Clients:		
Miami-Dade County, FL	Michael Fernandez (786) 473-7314 michael.fernandez@miamidade.gov	Disaster Recovery and Debris Management / September 2017–July 2018 / 3,558,943 CY
City of Pembroke Pines, FL	Mr. Bob Aguirra (954) 450-1097 baguirra@ppines.com	Disaster Recovery and Debris Management / September 2017–March 2018 / 226,248 CY
Polk County, FL	Jay M. Jarvis, P.E. (863) 581-0163 JayJarvis@polk-county.net	Disaster Debris Program Management / September 2017 - September 2018 / 2,244,330 CY
Collier County, FL	Dan Rodriguez (239) 252-2504 danrodriguez@colliergov.net	Disaster Debris Management Plan and Debris Monitoring / September 2017 –July 2018 / 4,004,300 CY
Miami, City of, FL	Mario Nunez (786) 479-4097 MFNunez@miamigov.com	Disaster Debris Program Management / September 2017– July 2018 / 540,053 CY
Seminole County, FL	Jeff Waters (407) 665-2253 jwaters02@seminolecountyfl.gov	Disaster Debris Program Management / September 2017 – August 2018 / 824,534 CY
Lake County, FL	Mary Hamilton (352) 253-6006 mhamilton@lakecountyfl.gov	Disaster Debris Program Management / September 2017 – February 2018 / 355,000 CY
Brevard County, FL	Euripides Rodriguez (321) 633-2042 Euripides.rodriguez@brevardfl.gov	Disaster Debris Program Management / September 2017 – March 2018 / 653,953 CY
Charlotte County, FL	John Elias (941) 575-646 john.elias@charlottecountyfl.gov	Disaster Debris Program Management / September 2017- June 2018 / 6,208 tons of debris
Pinellas County, FL	Sean Tipton (727) 464-8809 stipton@co.pinellas.fl.us	Disaster Debris Program Management / September 2017- November 2018 / 380,000 CY
Holly Hill, City of, FL	Antoine Khoury (386) 248-9493 akhoury@hollyhillfl.org	Disaster Debris Program Management / September 2017- June 2018 / 46,876 CY
South Daytona, City of, FL	Les Gillis, P.E. (386) 322-3080 lgillis@southdaytona.org	Disaster Debris Program Management / September 2017 - March 2018 / 27,908 CY
Hurricane Harvey – 2017 Total Clients – 31 Representative Clients:		
Corpus Christi, City of, TX	Gabriel Maldonado (361) 826-3165 gabrielm@cctexas.com	Disaster Debris Monitoring / August 2017 – March 2018 / 536,074 CY
Dickinson, City of, TX	Connie Nicholson (281) 337-2489 ext. 224	Disaster Debris Monitoring / September 2017–April 2019 / 182,354 CY

CITY OF PEMBROKE PINES, FLORIDA



TAB 1: QUALIFICATIONS AND EXPERIENCE

Client Name and Address	Contact	Description of Services
	cnicholson@ci.dickinson.tx.us	
Fort Bend County, TX	Marc Grant Phone #: (832) 473-2730 grantmar@co.fort-bend.tx.us	Disaster Debris Monitoring and Grant Management / September 2017 – June 2018 / 338,277 CY
Friendswood, City of, TX	Brian Mansfield (281) 996-3335 bmansfield@ci.friendswood.tx.us	Disaster Debris Management Services / August 2017–February 2018 / 135,957 CY
Harris County, TX	Danielle Cioce (551) 427-6581 danielle.cioce@hcpid.org	Disaster Debris Program Management / August 2017 – May 2018 / 1,129,652 CY
Houston, City of, TX	Joanne Song Yu (832) 393-0484 Joanne.Song@houstontx.gov	Disaster Debris Monitoring / August 2017 – February 2019 / 2.5M CY
League City, City of, TX	Ogden "Bo" Bass, AICP (281) 554-1007	Disaster Debris Monitoring / September 2017 – December 2017 / 116,461 CY
Montgomery County, TX	Darren Hess (936) 523-3910 Darren.Hess@mctx.org	Disaster Debris Monitoring / September 2017 – February 2018 / 119,572 CY
Georgia Tornadoes – 2017 Total Clients – 2		
Albany County, GA	Phil Roberson (229) 357-0667	Disaster Debris Program Management / February 2017 – September 2017 / 380,000 CY
Dougherty County, GA	Michael McCoy (229) 431-2193 MMcCoy@dougherty.ga.us	Disaster Debris Program Management / February 2017 – September 2017 / 540,000 CY
Hurricane Matthew - 2016 Total Clients – 34 Representative Clients:		
Brevard County, FL	Euripides Rodriguez (321) 633-2042 Euripides.rodriquez@brevardfl.gov	Disaster Debris Program Management / October 2016–January 2017 / 820,779 CY
New Smyrna, City of, FL	Faith G. Miller, MPA, MMC (386) 424-2202	Disaster Debris Monitoring Services / October 2016 – January 2017 / 204,000 CY
St. Johns County, FL	Greg Caldwell (904) 669-5221 gcaldwell@sjcfl.us	Debris, C&D Monitoring / October 2016 – May 2018 / 712,705 CY
Volusia County, FL	Arden Fontaine (386) 736-5965 ext. 15621 afontaine@volusia.org	Debris Monitoring, Public Assistance / October 2016–February 2017 / 1,058,962 CY
Beaufort County, SC	Pamela Cobb (843) 255-2721 pcobb@bcgov.net	Disaster Response Monitoring / October 2016 – April 2017 / 1,609,243 CY
Hilton Head Island, SC	Jennifer Lyle (843) 341-4779 jenniferl@hiltonheadislandsc.gov	Debris Monitoring / October 2016 – June 2017 / 2,187,080 CY
Port Orange, City of, FL	Matt Jones (386) 506-5537 mjones@port-orange.org	Debris Monitoring, Comprehensive Program Management / October 2016–January 2017 / 428,471 CY
Severe Storms and Flooding – 2016 Total Clients – 2		

CITY OF PEMBROKE PINES, FLORIDA



TAB 1: QUALIFICATIONS AND EXPERIENCE

Client Name and Address	Contact	Description of Services
Ascension Parish, LA	Jerome Fournier (225) 450-1371 JFournier@apgov.us	Debris Monitoring and Financial Recovery / August 2016 – May 2017 / 336,600 CY
Iberville Parish, LA	Randall Dunn (225) 776-1109 rdunn@ibervilleparish.com	Debris Monitoring / August 2016 – January 2017 / 50,000 CY
Severe Storms and Flooding – 2016		
Montgomery County, TX	Miranda Hahs (936) 523-3903 Miranda.hahs@mctx.org	Disaster Debris Program Management and Monitoring Services / April 2016 – October 2016 / 35,000 CY
Wildfires – 2015		
Lake County, CA	Lars Ewing (707) 262-1618 Lars.ewing@lakecountycal.gov	Debris Monitoring, PPDR / September 2015 – February 2016 / 100,000 CY
Severe Storms – 2015 Total Clients – 3		
Friendswood, TX	Brian Mansfield (281) 996-3335 bmansfield@ci.friendswood.tx.us	Disaster Debris Management Services / November 1 – November 16, 2015 / 100,000 CY
Flooding – 2015 Total Clients – 10 Representative Client:		
Houston, City of, TX	Joanne Song Yu (832) 393-0484 Joanne.Song@houstontx.gov	Debris Monitoring, C&D / May 2015 - August 2015 / 251,842 CY

Disaster Management Firms

As required by the RFP, the table below identifies the disaster management service firms that our team has worked with over the last 5 years.

Exhibit 1-5: Experience Matrix (2015–2021)

Firm Name	Contact Information
AshBritt Environmental	Matt Gierden – (239) 229-5829 – matt@ashbritt.com
Ceres Environmental	Karl Dix – (813) 508-5839 – karl.dix@ceresenv.com
Crowder-Gulf	Reid Loper – (678) 477-3755 – rloper@crowdergulf.com
DRC Services	Kristy Fuentes – (504) 220-7682 – kfuentes@drcusa.com
Southern Disaster Recovery	Al McClaren – (864) 561-7797 – al@southerndr.com
Bergeron Emergency Services	Brian Thomason – (954) 680-6100 – bthomason@bergeroninc.com
TFR	Sharon Lyell – (512) 576-3000 – sharon@tfrinc.com
Philips & Jordan	Tommy Webster – (828) 644-3222 – twebster@pandj.com

CITY OF PEMBROKE PINES, FLORIDA

TAB 1: QUALIFICATIONS AND EXPERIENCE



References

Similar to the services being requested by the City, our team has successfully assisted over 300 clients with recovering from the damaging effects of hurricanes, tropical storms, tornadoes, floods, ice storms, and the COVID-19 pandemic. Our efforts have allowed our clients to maintain their focus on continuing daily operations while relying on us to oversee the management of debris removal operations and federal reimbursement in compliance with FEMA and FHWA guidelines and reimbursement procedures.

The following projects are a representative sample of our experience and accomplishments in performing services that are similar in scope, complexity, and magnitude to the City. Tetra Tech served as prime contractor on each effort listed below, under a pre-positioned contract. **Attachment H – References Form, has been included following this section.**

Disaster Debris Program Management | Hurricane Irma

City of Tampa, Florida

Dates: September 2017 – March 2018

Project Size: 166,000 CYs

Population: 385,000

Cost: \$1,117,417

Project Summary: The City of Tampa (City) is located on the western coast of Central Florida and is one of the most populated metropolitan areas in the state. Located on Tampa Bay, portions of the City, such as Bayshore Boulevard, are prone to frequent urban flooding. Being situated on the Gulf of Mexico, the City is always threatened by hurricanes during the fall hurricane season.

Over the last 12 years, the City has been impacted by a number of heavy rainfalls and hurricanes. Most recently, the City was affected by Hurricane Irma, which made landfall first in the Florida Keys, then again in Marco Island along Florida's Gulf Coast. Tetra Tech senior staff deployed to the City's emergency operations center prior to the hurricane making landfall to assist with preparations for post-disaster response operations.

Although the City avoided a direct hit, there were numerous power outages and large quantities of debris throughout the City. Tetra Tech staff, lead by Regional Manager, Simon Carlyle, and Project Manager, Jon Goode, immediately coordinated efforts to begin debris removal operations, monitored removal of over 166,000 cubic yards of debris, and managed the subsequent data associated with debris removal.

The success of this project can be attributed to our team's expertise and years of dedicated service to help the City increase its hurricane preparedness. Over the last 5 years, Tetra Tech has participated in the City's annual hurricane preparedness workshop as well as a minimum of two additional coordination meetings annually. Tetra Tech has also provided FEMA reimbursement training to City staff, including best management practices for preparing FEMA reimbursement paperwork. In 2014, Tetra Tech updated the City's Disaster Debris Management Plan, which was subsequently approved by the State of Florida and FEMA.

Reference:

Mark Wilfalk
Director, Solid Waste
4010 W. Spruce Street
Tampa, FL 33607
Ph. (813) 348-1153
mark.wilfalk@tampagov.net

Disaster Debris Program Management | Hurricane Irma

City of Cape Coral, Florida

Dates: September 2017 – February 2018

Project Size: 528,976 CYs

Population: 183,000

Cost: \$1,788,336



Project Summary: In September 2017, the waterfront city of Cape Coral was impacted by Hurricane Irma, the most powerful storm to make landfall in Florida in over 10 years. While the City did not suffer as much damage to homes as many other southern Florida communities, the storm's powerful winds downed trees and left debris throughout many neighborhoods and roads. In addition, the City suffered major damage to its canal system and seawalls.

CITY OF PEMBROKE PINES, FLORIDA



TAB 1: QUALIFICATIONS AND EXPERIENCE

The City activated Tetra Tech under a pre-positioned contract to conduct disaster debris monitoring services. At peak, our team lead my Project Manager, Phil Ivey, hired nearly 30 local hires to monitor the debris removal process, utilizing our proprietary RecoveryTrac™ ADMS software. Additionally, our team provided data management and closeout support including reporting on special requests to assist the City with their FEMA reimbursement. In total, our team monitored the removal of well over 500,000 cubic yards of debris. This entailed 364,000 cubic yards of right-of-way debris and 164,000 cubic yards of waterway debris. Our project management team continues to assist the City with its long-term recovery.

Reference:

Mark Ridenour,
Facilities/Projects Manager
Public Works Department
1015 Cultural Park Blvd,
Cape Coral, FL 33990
P. (239) 574-0724
mridenour@capecoral.net

Disaster Debris Program Management | Hurricane Irma

Broward County, Florida

Dates: September 2017 – September 2018**Project Size:** 840,000 CYs**Population:** 1.94 Million**Cost:** \$971,000

Project Summary: Over the years, our team has worked closely with Broward County, Florida (County) to support their debris management planning efforts and has worked to develop a strong relationship that allowed for a quick response when the County was impacted by Hurricane Irma in September 2017.

Tetra Tech and Project Manager, Paul Myers, provided comprehensive collection and disposal monitoring activities, including on-site project management assistance to participate in the County's Debris Management Center and formulate a plan for the County's long-term recovery.

Tetra Tech project managers also helped coordinate logistics to help ensure an organized approach as in addition to County unincorporated area and facility collection, the County accepted disaster debris from any municipality with an inter-local agreement at the County run temporary debris management sites. The Tetra Tech data management team worked to help the County gather the data to bill each municipality for their use of the debris management sites based on in-bound cubic yardage as well as compiling the data to provide each end-user with an allocation of their proportionate share of haul-out and disposal costs.

All together Tetra Tech monitored over 840,000 cubic yards of debris being hauled into three regional debris management sites by 18 different municipalities and county agencies.

Reference:

Jeff Turpin, Assistant Director,
Waste and Recycling Services
115 South Andrews Avenue
Fort Lauderdale, FL 33301
Ph. (954) 474-1849
jturpin@broward.org

Disaster Debris Program Management | Hurricane Matthew

Volusia County, Florida

Dates: October 2016 – February 2017**Project Size:** 1,085,962 CYs**Population:** 539,000**Cost:** \$1,967,757

Project Summary: Hurricane Matthew devastated the coastal communities of Volusia County in October 2016, when it made landfall as a Category 2 hurricane and was responsible for one fatality. With 90% of residents left without power, there were numerous reports of downed powerlines, downed trees, and flooded homes, causing chaos throughout the county.

Our team has been supporting Volusia County for many years and was available to assist prior to the storm making landfall as well as in the immediate aftermath. Early estimates of the damage indicated debris amounts totaling over 1 million cubic yards, with thousands of hazardous trees in public roads and debris in waterways. Tetra Tech

Reference:

Arden Fontaine, Activity Project
Manager
Volusia County Public Works
123 W Indiana Avenue, Room 402
Deland, FL 32720
Ph. 386 736 5965 x15621
Cell: 386 717 9224
afontaine@volusia.org

CITY OF PEMBROKE PINES, FLORIDA



TAB 1: QUALIFICATIONS AND EXPERIENCE

mobilized a team within hours, including Project Manager, Phil Ivey, and began the process of onboarding local debris monitors.

In addition to providing debris monitoring services, Tetra Tech was a crucial part of the operations planning team, providing consulting in the EOC while initial operations were unfolding and helping with special tasks like getting temporary debris sites permitted and putting together the documentation to request FEMA approval of debris collection on private roads. In total, our team monitored 1,058,962 cubic yards of debris. Additionally, our team of grant management specialists has assisted in administering FEMA federal grant funding services and grant administration for all categories of work.

Disaster Debris Program Management | Hurricanes Matthew and Irma

St. Johns County, Florida

Dates: September 2017 – May 2018 (Irma)**Project Size:** 675,155 CYs (Irma)**Population:** 244,000**Cost:** \$1,303,000 (Irma)

Project Summary: When Hurricane Matthew impacted St. Johns County on October 7, 2016 as a category three storm, it left a trail of destruction in its wake that was felt county-wide. Its physical impacts affected the entire county, with damages including fallen limbs and trees, home fragments, fences, and construction debris.

Tetra Tech was retained as St. Johns County's debris monitoring service provider under a pre-positioned contract. Our team mobilized in the immediate aftermath of the storm's impact, hiring nearly 50 local monitors to manage and document the County's debris removal efforts. This included the staffing of

seven temporary debris management sites (DMS) throughout the County; five for vegetative debris and two that accepted C&D debris. The Tetra Tech team also monitored the haul-out of debris and the remediation and close-out of all seven DMS.

In addition to right-of-way (ROW) debris removal, our team conducted several special programs, including beach debris removal and private road debris removal. Debris management consultants working with the County helped put together the documentation for FEMA approval of debris on private roads and helped manage the County's application of the Public Assistance Alternative Procedures Pilot Program for accelerated debris removal. Our team monitored the removal of over 675,155 cubic yards of debris and over 800 hazardous hanging limbs and leaning trees.

St. Johns County called on our team again when Hurricane Irma caused flooding, wind damage, and beach erosion in 2017. Again, our team, lead by Project Manager, Chuck McLendon, mobilized to the County immediately following the storm and hired over 60 local monitors to conduct debris monitoring operations. Our team monitored the removal of nearly 675,000 CYs of disaster-generated debris from the public ROW. Additionally, we monitored and provided documentation for the removal of over 2,000 hazardous hanging limbs and leaning trees. In addition, Tetra Tech provided support to the County in preparing their packages for FEMA reimbursement through the Grants Portal system.

Reference:

Greg Caldwell, MPA, St. Johns County Public Works Department
Interim Engineering Manager
2740 Industry Center Rd.
St. Augustine, FL 32084
Ph. (904) 209-0132
Cell: (904) 669-5221
gcaldwell@sjcfl.us

Pre-disaster Planning and Debris Monitoring Services | Hurricane Irma

Sarasota County, Florida

Dates: July 2017 – April 2018**Project Size:** 288,000 CYs**Population:** 419,000**Cost:** \$1,499,415

Project Summary: Sarasota County is on Florida's West Coast and home to approximately 419,000 permanent residents. Given its position on the Gulf of Mexico, the County understands the need to be ready for potential storms and disaster events.

CITY OF PEMBROKE PINES, FLORIDA



TAB 1: QUALIFICATIONS AND EXPERIENCE



Sarasota County has a long-term standby contract with Tetra Tech to provide post-disaster services in the event of a hurricane or other disaster. In summer of 2017, the County retained our services to provide an assessment of the county's readiness to respond and to conduct a tabletop exercise with County staff. The goal of the exercise was to help the County better respond to and recover from incidents and provide a coordinated response blueprint for the County and their private sector partners. To help Sarasota County quickly recover from a debris-generating event, the evaluation and exercise focused on pre-event preparations

during times of normalcy, operations immediately prior to a known threat, operations following the disaster, and demobilization and closeout following completion of debris removal efforts.

Less than one month after the exercise was delivered, the County was impacted by Hurricane Irma and activated its standby contract with Tetra Tech for debris monitoring and implementation of pre-developed plans. Our project management team, lead by Simon Carlyle, mobilized 60 staff members to monitor the County's two debris removal contractors. Ultimately, Tetra Tech documented nearly 10,000 loads of debris totaling over 288,000 CYs of disaster-generated debris. Tetra Tech also provided contractor invoice reconciliation and data management support for the County and assisted with FEMA reimbursement documentation.

Reference:

Lois Rose, Manager, Landfill Operations
Sarasota County Public Utilities
4000 Knights Trail Road
Nokomis, FL 34275
Ph. (941) 861-1589
Cell: 941-544-2817
lrose@scgov.net

Disaster Debris Program Management | Hurricane Irma**Polk County, Florida****Dates:** September 2017 – September 2018**Project Size:** 2,244,330 CYs**Population:** 43,500**Cost:** \$6,190,877

Project Summary: Polk County's location near the center of peninsular Florida put its residents directly in the path of Hurricane Irma. Thankfully, Irma had significantly weakened by the time it impacted Polk County, being downgraded to a Category 2 storm after making landfall in south Florida. Still, residents experienced significant destruction as a result of the storm, with nearly 20,000 homes and businesses suffering some kind of structural damage and many more without power.

Polk County activated Tetra Tech under a pre-positioned contract to conduct disaster debris monitoring services. Our staff, lead by Project Manager, Matt Mooneyham, was available to Polk County both prior to and immediately after the storm passed, whereupon a dedicated team began the hiring and ramp-up process. At peak operations, 153 debris local personnel were hired to monitor the debris removal process throughout Polk County. Along with the 2,000,000+ yards of debris monitored by Tetra Tech, our team also monitored the eligible removal of over 30,000 dangerous hanging limbs and leaning trees. The comprehensive services performed by Tetra Tech include right-of-way debris removal; processing, site management and haul-out; private road and gated community debris removal; and leaner, hanger and stump removal.

In addition, Tetra Tech was instrumental in coordinating and separating the debris removal from both public and private roads in 15 Polk County municipalities as well as the management of 13 temporary disposal locations. Our team is worked with Polk County officials to segregate cost allocations to these 15 municipalities.

Reference:

Jay M. Jarvis, P.E., Director, Roads & Drainage Division
300 Sheffield Road
Winter Haven, FL 33880
P. (863) 534-7339
C. (863) 581-0163
jayjarvis@polk-county.net

Experience Coordinating with Federal, State, and Local Funding Sources and Reimbursement Processes

Over the course of working with hundreds of local, and dozens of state, emergency management organizations on debris and grant management projects, our team has developed a unique understanding of FEMA, FHWA, the NRCS, and other reimbursement and regulatory agencies' policies and procedures. Our understanding of these reimbursement agencies' requirements for eligibility, documentation, and reimbursement has helped our clients obtain over \$6 billion in reimbursement funds.

Additionally, our team has worked closely with FEMA and FHWA staff in the determination of debris eligibility, data requirements, project worksheet/detailed damage inspection report development, auditing of documentation, and reimbursement requirements. This includes providing step-by-step assistance to clients throughout the FEMA reimbursement process.

Tetra Tech is able to maximize disaster debris reimbursement funding for the City based on the following:

- **Ongoing Relationship with FEMA:** Our team maintains strong relationships with many of the lead federal officers, debris specialists, Public Assistance (PA) officers, and other staff. Regular interface and communication with FEMA at the headquarters, regional, and local levels allow our team to obtain quick responses on disaster-specific guidance and issues.
- **Procedures Tailored to FEMA:** Our data management and document storage procedures are tailored to facilitate FEMA review of the generation of project worksheet versions throughout the entire project.
- **Comprehensive Understanding of FEMA Regulations:** Our management team and field staff fully understand FEMA rules and regulations for hand-loaded vehicles; stump, limb, and tree removal at unit rates; volumetric load calls at temporary disposal site locations; and right-of-way (ROW) debris removal eligibility. This allows us to monitor contracts to the smallest detail while concurrently managing and documenting the operation using proven methodologies that maximize FEMA reimbursement.
- **Team of Grant Experts to Assist with Funding and Audits:** Our grant management experts have assisted clients with applying for and retaining grant funds, even after closeout and audit processes. Our FEMA appeals and funding specialists have worked with FEMA closeout officers to obtain millions of previously deobligated dollars for communities.

*"Your team assisted us with FEMA PA Grant Program application and administration, FHWA ER technical assistance, FEMA HMGP grant application, and HUD CDBG-DR project identification, technical assistance, and application development representing a combined estimated **\$280 million in federal grants**—the largest grant application in Boulder County's history.*

Boulder County has been very pleased by the work of your team and would absolutely recommend them to any other state or local government agency in the aftermath of a disaster."

Michelle Krezek, Commissioners' Deputy
Boulder County, Colorado

CITY OF PEMBROKE PINES, FLORIDA



TAB 1: QUALIFICATIONS AND EXPERIENCE

Exhibit 1-6: Recent Grant Funding Experience

Year	Client	Event	Program	Value (\$)	Preliminary Damage Request	Develop Request for Public Assistance	Applicant Briefing	Applicant Kickoff Meeting	Site Visits/Inspections	Project Scoping	Project Cost Estimation & Documentation	PW/Application Development	Alternate/Improved/Pilot Program Projects	Project Cost Reconciliation	Interim Inspections	Funding Disbursement	Grant Closeout
2020	Houston, TX	CV19	CRF	404,000,000						■	■			■			
2020	Palm Beach County, FL	CV19	CRF	261,000,000							■						
2020	Brevard County, FL	CV19	CRF	105,000,000							■						
2020	Volusia County	CV19	CRF	96,000,000							■						
2020	Commonwealth of Massachusetts	DR-4496	PA	200,000,000							■						
2020	Harris County, TX	DR-4855	PA	200,000,000						■	■			■			
2020	Houston, TX	DR-4855	PA	50,000,000						■	■			■			
2019	Harris County, TX	DR 4332	CDBG-DR, CDBG-MIT	1,200,000,000					■	■				■	■	■	
2019	Missouri, State of	DR 4451	PA	2,947,200							■			■		■	■
2019	Missouri, State of	DR 4435	PA	5,664,229							■			■		■	■
2018	Commonwealth of Puerto Rico	DR 4339	PA	60,000,000,000					■	■	■	■	■	■		■	
2018	City of Callaway, FL	DR 4399	PA	50,000,000	■	■	■	■	■	■	■	■	■	■			
2018	City of Lynn Haven, FL	DR 4399	PA	50,000,000	■	■	■	■	■	■	■	■	■	■			
2018	Dougherty County, GA	DR 4400	PA	10,000,000	■	■											
2018	City of Albany, GA	DR 4400	PA	10,000,000	■	■											
2018	Ventura County, CA	DR 4353	PA	100,000,000						■	■	■		■			
2018	Commonwealth of Puerto Rico	DR 4339	PA HMGP	60,000,000,000					■	■	■	■	■	■	■	■	■
2017	City of Houston, TX	DR 4332	PA	2,400,000,000	■	■	■	■	■	■	■	■	■	■			
2017	City of South Daytona, FL	DR 4337	PA	6,000,000			■	■	■	■	■	■	■	■			
2017	Fort Bend County, TX	DR 4332	PA	50,000,000	■	■	■	■	■	■	■	■	■	■			
2017	City of Albany, GA	DR 4294 DR 4297	PA	14,000,000	■	■	■	■	■	■	■	■	■	■			
2017	Dougherty County, GA	DR 4297	PA	12,500,000	■	■	■	■	■	■	■	■	■	■			
2016	South Daytona, FL	DR 4283	PA	1,600,000													
2016	Volusia County, FL	DR 4283	PA	28,000,000	■	■	■	■	■	■	■	■	■	■			
2016	City of Port Orange, FL	DR 4283	PA	16,000,000			■	■		■	■	■		■			
2016	Beaufort County, SC	DR 4284	PA	56,000,000			■	■				■		■			
2015	Richland County, SC	DR 4241	PA HMGP CDBG-DR	4,000,000 8,700,000 23,500,000	■	■	■	■	■	■	■	■	■	■	■	■	
2015	City of Sumter, SC	DR 4241	PA HMGP	13,000,000	■	■	■	■	■	■	■	■					
2015	Lexington County, SC	DR 4241	PA HMGP	1,600,000					■	■	■	■					

TAB 1: QUALIFICATIONS AND EXPERIENCE

FEMA Appeal Assistance and Support

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CITY OF PEMBROKE PINES, FLORIDA



TAB 1: QUALIFICATIONS AND EXPERIENCE

to assist them after FEMA determination memos and OIG audits even when we were not involved with the applicant during the recovery period.

Recently, there has been a shift in the direct of FEMA to perform audits earlier in the disaster so that corrective actions can be made for the grantee or subgrantee. The three most common types of audits that we have supported within the first two (2) years of the disaster include:

Tetra Tech has supported clients across disasters from 2016 through today on these up-front audits by:



- Conducting pre-meeting with stakeholders
- Preparing compliance checklists
- Developing documentation notebooks
- Attending meetings and providing subject matter expertise support
- Responding to for Requests for Information

Elements of our audit support strategy includes:

- Retain the Data: Maintain the data on our secure, cloud-based storage site to mitigate the risk of data loss
- Respond Quickly: Acknowledge the question within 12 hours and respond to the audits within 48 hours of a request.
- Maintain Communication: Establish weekly calls with auditors that provide visibility into what the Metro Government is doing.
- Stay Positive: Maintaining a positive spirit between the parties to foster a solution quickly.

Experience Defending Client's Interests During an Audit/Dispute

A representative example of past clients we have supported during dispute resolution includes, but is not limited to:

- Our team is currently retained by the Louisiana Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) to assist on hundreds of appeals related to 11 disasters dating back to Hurricane Katrina in 2005.

CITY OF PEMBROKE PINES, FLORIDA



TAB 1: QUALIFICATIONS AND EXPERIENCE

- Our team is currently working with FEMA's new VAYGo process for clients in Texas such as Fort Bend County and the City of Houston along with the Commonwealth of Puerto Rico.
- During our work with the State of Vermont, Tetra Tech worked on five (5) appeals for PWs related to Tropical Storm Irene. As a result, four appeals were overturned, and one appeal upheld.
- During our work with the Port of Galveston, our team has been involved in appeals related to storm induced erosion and 705(c) claims. At this time, we have been successful on the appeals, with many remaining to be decided by FEMA Region during first appeal.
- Our team supported the successful appeal of over \$400,000 of previously deobligated funds in response to the 2004 Hurricanes Charley, Frances, and Jeanne for Lake County, Florida. These funds were associated with debris collected on private roads and gated communities. Our team did a comprehensive GIS analysis of the debris collected in question and was able to appeal the decision and obtain reimbursement from FEMA.

FEMA Reimbursement Success

To date, our team has an impeccable record of obtaining 100% reimbursement of the eligible federal cost share for both FEMA PA and FHWA-ER applications that our team has prepared and monitored on behalf of clients nationwide. *Additional reporting and reimbursement client information can be provided upon request.*

Disaster Recovery Program Management Services

Our team is a national leader in providing management and support documentation for a variety of disaster recovery programs. Tetra Tech is experienced with all facets of the debris removal monitoring industry, including special disaster recovery program management services.

Exhibit 1-8: Disaster Recovery and Special Program Management Capabilities

Disaster Recovery Program Management	
<i>Emergency road clearance</i>	<i>Final debris disposal at a landfill or other end use</i>
<i>Curbside debris collection</i>	<i>Conflict and damage resolution</i>
<i>Operation of citizen drop-off sites</i>	<i>Truck certification</i>
<i>Data management and invoice reconciliation</i>	<i>Right-of-entry (ROE) administration</i>
<i>Oversight of debris management sites (DMS)</i>	
Special Programs Management	
Animal carcass removal and disposal	Marine/waterway debris removal
Asbestos abatement	Private property demolition/debris removal
Beach remediation/restoration	Nuisance abatement ordinance administration
C&D debris removal	Saltwater killed tree removal
Creosote piling removal	Sediment dredging and removal
Demolition debris removal	Subsurface storm drain debris removal
Drainage and canal debris removal	Vessel and vehicle recovery
E-waste debris removal	Wetland and parkland debris
Hazardous waste debris removal	White goods and putrescent waste removal
Hazardous tree and stump removal	

CITY OF PEMBROKE PINES, FLORIDA



TAB 1: QUALIFICATIONS AND EXPERIENCE

Private Property/Right-of-Entry Debris Removal

Our team has administered many of the largest private property debris removal (PPDR) programs in U.S. history. Tetra Tech assists communities with ensuring they have the legal authority via local and state ordinances to enter onto private property. We also assist with preparing submittal packages for FEMA to approve the program, promoting the ROE program with residents, and ensuring the program is properly documented.

Exhibit 1-9: Private Property/Right-of-Entry Debris Removal

Client	Disaster/Year	Public Advertisement	Application Administration	Historical/Environmental Review	Property Survey	Scheduling	Individual Property Debris Tracking	Demolition Program Management	Debris Removal Monitoring	Reduction/Disposal Monitoring	Property Close Out	Data Management
Bay County, Florida	Hurricane Michael (2018)	■	■	■	■	■	■	■	■	■	■	■
CalRecycle / CALOES Ventura County	Wildfire (2018)	■	■	■	■	■	■	■	■	■	■	■
USACE – Napa County, CA	Wildfire (2017)	■	■	■	■	■	■	■	■	■	■	■
USACE – Mendocino County, CA	Wildfire (2017)	■	■	■	■	■	■	■	■	■	■	■
USACE – Lake County, CA	Wildfire (2017)	■	■	■	■	■	■	■	■	■	■	■
USACE – Sonoma County, CA	Wildfire (2017)	■	■	■	■	■	■	■	■	■	■	■
Dougherty County, GA	Tornado (2017)								■	■		■
Lake County, CA	Wildfires (2015)	■	■	■	■	■			■	■	■	■
Hays County, TX	Flooding (2014)	■	■	■	■	■			■	■	■	■
Boulder County, CO	Flooding (2013)	■	■	■	■	■		■	■	■	■	■
Middletown, Township of, NJ	Hurricane Sandy (2012)					■	■	■	■	■		■
St. John the Baptist Parish, LA	Hurricane Isaac (2012)	■			■	■			■	■		■
Bastrop County, TX	Wildfires (2011)	■	■	■	■	■			■	■	■	■
Comanche Nation, OK	Ice Storm (2009)					■	■		■	■		■
Cedar Rapids, City of, IA	Flooding (2008)			■		■		■	■	■	■	■
University of Iowa	Flooding (2008)			■		■		■	■	■	■	■
Galveston, City of, TX	Hurricane Ike (2008)	■	■	■	■	■	■		■	■	■	■
Terrebonne Parish, LA	Hurricanes Ike (2008)	■	■	■	■	■	■	■	■	■	■	■
Iberville Parish, LA	Hurricane Gustav (2008)	■	■		■	■			■	■	■	■
New Orleans, City of, LA	Hurricane Katrina (2005)	■	■	■	■	■	■	■	■	■	■	■
Waveland, City of, MS	Hurricane Katrina (2005)	■	■		■	■	■	■	■	■	■	■
Naples, City of, FL	Hurricane Wilma (2005)					■			■	■	■	■



Waterways Debris Removal

Our team has worked extensively with local, state, and federal agencies (including the United States Army Corps of Engineers (USACE) and the National Oceanic and Atmospheric Administration) to determine legal responsibility and to evaluate and implement marine debris removal programs. We will help the County legal staff rapidly determine legal responsibility for waterway debris removal, verify scope eligibility, and document the work in a fashion deemed appropriate by reimbursement agencies. Our team has performed waterways debris removal and related services to communities across the country, including the following projects:

- Waterway debris removal efforts** on behalf of the New Jersey Department of Environmental Protection (NJDEP) following Hurricane Sandy, FDEP following Hurricanes Matthew and Irma, and the City of Cape Coral, Lee County, Brevard County, Monroe County, and Collier County following Hurricane Irma
- Inland waterway debris removal** assignments for the Galveston City Municipal Utility District #12, Jefferson County Drainage District #7, the Trinity Bay Conservation District, and the Harris County Flood Control District with Following Hurricane Ike
- Removal of derelict vessels and traps from waterways** for Monroe County, Florida (the Florida Keys), following Hurricanes Katrina, Gustav, Ike, and Wilma

Vessel and Vehicle Recovery

Tetra Tech is able to assist the County in documenting the locations and quantities of vessel and vehicle debris in the County and presenting a case to FEMA to approve and fund the program. The County must first show that they have a legal responsibility to remove the debris and that the debris is not the responsibility of another state or federal agency such as FDEP, USACE, or the NRCS. Vessel and vehicle debris on private land may present unique ingress/egress challenges and require ROE agreements for access.

Tetra Tech has monitored vessel debris removal from several clients, including:

- NJDEP** – Hurricane Sandy
- Escambia County, FL and Monroe County, FL (Florida Keys)** | 2004 and 2005 hurricane season
- Beaufort County, SC** | Hurricane Matthew.

Leaning Trees, Hanging Limbs, and Stump Removal

Tetra Tech is an expert on reimbursement for the removal of leaning trees, hanging limbs, and stumps. Our team has extensive experience and expertise to help communities avoid the de-obligation of funds or non-reimbursement for these activities due to ineligible work. *Our team members most recently monitored the removal and disposal of nearly 200,000 hazardous trees and hangers following 2020 consecutive Hurricanes Laura, Sally, Delta, and Zeta.*

Exhibit 1-10: Previous Leaner/Hanger/Stump Removal Programs

2,145,676 Total	1,738,389 Hanging Limbs	245,122 Leaning Trees	162,165 Stumps
Our team has assisted numerous clients in surveying, documenting, and monitoring the removal of over 2 million leaning trees, hanging limbs, and stumps. Highlights include:			
2020 Hurricane Sally	43,692	5,888	56

CITY OF PEMBROKE PINES, FLORIDA



TAB 1: QUALIFICATIONS AND EXPERIENCE

2020 Hurricane Laura	120,198	13,160	30
2015- Present CA Wildfires	3,777	13,292	-
2018 Hurricane Michael	27,562	9,949	124
2018 Hurricane Florence	14,609	259	8
2017 Hurricane Irma	316,108	9,045	94,030
2016 Hurricane Matthew	183,214	12,769	2,529
2011 Winter Storm Alfred	84,135	12,355	-
2008 Hurricane Ike	364,860	29,489	1,152
2007 Midwest Winter Storm	99,382	2,682	3

Hazardous Material Removal

Major disasters (particularly those that involve significant flooding) will result in the need to address hazardous materials. Typically, the U.S. Environmental Protection Agency (EPA) is responsible for identifying and removing large quantities of household hazardous waste (HHW) (containers over 5 gallons such as large commercial/industrial storage tanks, propane tanks, 55-gallon drums, etc.). Local governments are charged with implementing collection programs for HHW, including containers with paints, pesticides, household cleaners, oils/solvents, fuels, etc. Our team has significant experience helping local governments plan, procure, implement, and track disaster-related HHW collection programs at curbside or drop-off locations. Following Hurricane Ike, a storm surge covered almost all of Galveston Island. Our team helped the City of Galveston implement one of the largest post-disaster HHW programs in U.S. history, in addition to working cooperatively with the EPA on large quantity HHW recovery.

Asbestos Containing Material Management

Through our team's years of demolition experience, Tetra Tech has developed best management practices for documenting and monitoring work related to Asbestos Containing Material (ACM). Tetra Tech will collect and catalog all pertinent information related to the ACM content for a property. Once the remediation contractor has removed and wrapped the ACM, Tetra Tech will document the transfer of custody through final disposition. As part of the ACM documentation process, Tetra Tech will also collect and pair all waste shipment records to the respective load tickets. Additionally, during the course of the project if Tetra Tech notices any lack of due diligence or potential for environmental violations, our management staff will notify County officials immediately and assist in creating a mitigation strategy. In the instance of non-ACM debris removal, Tetra Tech will collect and digitally link all DMS or landfill manifest with the corresponding load ticket.

Data Management

Tetra Tech minimizes client costs and maintains consistent visibility of debris project operations by implementing our streamlined processes and utilizing our ADMS, RecoveryTrac™. RecoveryTrac™ is a scalable and fully featured disaster management application designed specifically to address the operational challenges faced during a disaster recovery project. Managing the enormous volume of documentation generated during a debris monitoring operation was paramount to the design of our ADMS. This state-of-the-art technology has already shown to increase the efficiency and improve the management of debris removal efforts for hundreds of clients. For more information on our data management, please see **Tab 5: Operational Plan**

Hauler Invoice Reconciliation

To expedite contractor invoice reconciliation efforts, Tetra Tech requires copies of all primary debris hauler contracts with the County. After reviewing the contracts, Tetra Tech will set up our ADMS, RecoveryTrac™ database to generate transactions for

CITY OF PEMBROKE PINES, FLORIDA**TAB 1: QUALIFICATIONS AND EXPERIENCE**

contractor reports that will be generated automatically through RecoveryTrac™. The debris contractor reports will provide each contractor with sufficient data to reconcile with their subcontractors as well as generate invoices for payment by the County. Several quality assurance (QA) and quality control (QC) checks will be conducted on data before it is provided to the contractor. RecoveryTrac™ significantly reduces the amount of time needed for a contractor to generate an invoice and for the subsequent invoice reconciliation with Tetra Tech. For more information on our hauler invoice reconciliation and contracting, please see **Tab 5: Operational Plan**.

Licensing

As evidence of Tetra Tech's ability to conduct business in the State of Florida, attached at the end of this section is Tetra Tech's Florida Certificate of Good Standing. Additional licensing is not required for disaster debris monitoring services

Legal

In the normal course of business, Tetra Tech, Inc. is subject to certain claims and lawsuits typically filed against the engineering and consulting professions, including contractual disagreements, workers' compensation, personal injury and other similar lawsuits. Tetra Tech maintains insurance coverage for its business and operations, subject to certain deductibles and policy limits against such claims. As described in Tetra Tech's most recent quarterly and annual reports filed with the U.S. Securities and Exchange Commission, Tetra Tech believes that the resolution of any such claims will not have a material effect on its financial position or results of operations.

Tetra Tech certifies that the corporation, partnership, or management staff have:

- no current claims, arbitrations, administrative hearings, mediations and lawsuits related to disaster debris removal management and monitoring services; and
- no pending lawsuits related to disaster debris removal management and monitoring services; and
- no judgements from lawsuits related to disaster debris removal management and monitoring services within the last three (3) years.

Attachment F – References Form



Supplier Response Form**REFERENCES FORM**

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: City of Tampa, Florida

Address: 4010 W. Spruce Street

City/State/Zip: Tampa, FL 33607

Contact Name: Mark Wilfalk Title: Director, Solid Waste

E-Mail Address: mark.wilfalk@tampagov.net

Telephone: 8133481153 Fax: 813 2748306

Project Information:

Name of Contractor Performing the work: Tetra Tech, Inc.

Disaster Debris Program Management -
Hurricane Irma | City of Tampa, FL

Name and location of the project:

Nature of the firm's responsibility on the project:

The City of Tampa (City) is located on the western coast of Central Florida and is one of the most populated metropolitan areas in the state. Located on Tampa Bay, portions of the City, such as Bayshore Boulevard, are prone to frequent urban flooding. Being situated on the

Project duration: September 201 Completion (Anticipated) Date: March 2018

Size of project: 385,000 CYS Cost of project: \$1,117,417

overall program management; debris monitoring from right of way; leaner, hanger and stump removal monitoring; debris site management

Work for which staff was responsible:

Contract Type: pre-positioned

The results/deliverables of the project: Monitored removal of 385000 cubic yard

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: Volusia County Public Works

Address: 123 W Indiana Avenue, Room 402

City/State/Zip: Deland, FL 32720

Contact Name: Arden Fontaine

Title: Activity Project Manager

E-Mail Address: afontaine@volusia.org

Telephone: 386-736-5965, Cell: : Fax: 386-740-5139

Project Information:

Name of Contractor Performing the work: Tetra Tech, Inc.

Disaster Debris Program Management |
Hurricane Matthew | Volusia County, Florida

Name and location of the project: //

Nature of the firm's responsibility on the project:

Hurricane Matthew devastated the coastal communities of Volusia County in October 2016, when it made landfall as a Category 2 hurricane and was responsible for one fatality. With 90% of residents left without power, there were numerous reports of downed powerlines, downed trees,

Project duration: October 2016 Completion (Anticipated) Date: February 2017

Size of project: 1,085,962 CYs Cost of project: \$1,967,757

Work for which staff was responsible:

Overall program management for debris removal monitoring operations, hazardous tree removal monitoring, waterway debris removal, monitoring of debris collection

Contract Type: pre-positioned

The results/deliverables of the project: Monitoring the removal of 1,085,962 cys

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: St. Johns County, Florida

Address: 2740 Industry Center Rd.

City/State/Zip: St. Augustine, FL 32084

Contact Name: Greg Caldwell, MPA

Title: St. Johns County Public Works Department

E-Mail Address: gcaldwell@sjcfl.us

Telephone: 904-209-0132, Cell 9 Fax: 904-209-0310

Project Information:

Name of Contractor Performing the work: Tetra Tech, Inc.

Disaster Debris Program Management |
Hurricane Irma - St. Johns County, Florida

Name and location of the project:

Nature of the firm's responsibility on the project:

When Hurricane Matthew impacted St. Johns County on October 7, 2016 as a category three storm, it left a trail of destruction in its wake that was felt county-wide. Its physical impacts affected the entire county, with damages including fallen limbs and trees, home

Project duration: September 201 Completion (Anticipated) Date: May 2018

Size of project: 675,155 Cost of project: \$1,303,000

Work for which staff was responsible: Tetra Tech was responsible for overall program management for the disaster debris removal monitoring program, which included staffing of over 50 local debris monitors,

Contract Type: pre-positioned

The results/deliverables of the project: Monitoring the removal of 675,155 CYs of

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: Sarasota County, Florida

Address: 4000 Knights Trail Road

City/State/Zip: Nokomis, FL 34275

Contact Name: Lois Rose

Title: Manager, Landfill Operations

E-Mail Address: leroose@scgov.net

Telephone: 941-861-1589, Cell: ! Fax: 941-861-6471

Project Information:

Name of Contractor Performing the work: Tetra Tech, Inc.

Pre-disaster Planning and Debris Monitoring
Services - Hurricane Irma | Sarasota County,
Florida

Name and location of the project:

Nature of the firm's responsibility on the project:

Sarasota County is on Florida's West Coast and home to approximately 419,000 permanent residents. Given its position on the Gulf of Mexico, the County understands the need to be ready for potential storms and disaster events.

Project duration: July 2017

Completion (Anticipated) Date: April 2018

Size of project: 288,000 CYs

Cost of project: \$1,499,415

Work for which staff was responsible:

Tabletop exercise with County staff,
overall program management for debris
removal monitoring operations, hiring and
training of local staff, invoice

Contract Type: pre-positioned

The results/deliverables of the project: Monitored the removal of 288,000 CYs o

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: City of Cape Coral, Florida

Address: 1015 Cultural Park Blvd

City/State/Zip: Cape Coral, FL 33990

Contact Name: Mark Ridenour

Title: Facilities/Projects Manager - Public Work

E-Mail Address: mridenour@capecoral.net

Telephone: 239-574-0724

Fax: 239-574-0522

Project Information:

Name of Contractor Performing the work: Tetra Tech, Inc.

Disaster Debris Program Management |
Hurricane Irma - Cape Coral, Florida

Name and location of the project:

Nature of the firm's responsibility on the project:

: In September 2017, the waterfront city of Cape Coral was impacted by Hurricane Irma, the most powerful storm to make landfall in Florida in over 10 years. While the City did not suffer as much damage to homes as many other southern Florida communities, the storm's powerful

Project duration: September 2017 Completion (Anticipated) Date: February 2018

Size of project: 528,976 CYs

Cost of project: \$1,788,336

Overall debris removal monitoring program management, including waterway debris removal, and FEMA reimbursement

Work for which staff was responsible:

Contract Type: Pre-positioned

The results/deliverables of the project: Monitoring the removal of 528,976 CYs of

Please enter your password below and click Save to update your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See [Electronic Signatures in Global and National Commerce Act](#) for more information.)

To take exception:

- 1) Click Take Exception.
- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **ttbdr**

Password *

Save

[Take Exception](#)

[Close](#)

* Required fields

Florida Good Standing Certificate



State of Florida

Department of State

I certify from the records of this office that TETRA TECH, INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on April 28, 1988.

The document number of this corporation is P19034.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on January 4, 2021, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fourth day of January, 2021*



Randy Rye
Secretary of State

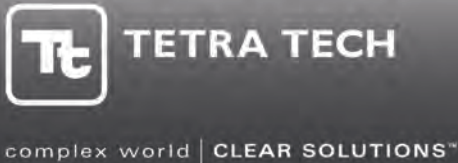
Tracking Number: 1380301146CC

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

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Tab 2

Ability





Ability

Capability to Meet Time and Budget Requirements

Tetra Tech takes great pride in the reliability and high quality of our services. Clients count on us to respond in their time of need, and we deliver. ***Tetra Tech has never failed to respond to our clients' deployment and mobilization needs, regardless of location or the type of disaster.*** To successfully manage multiple contracts, Tetra Tech reviews its projected workload and assesses the firm's staffing requirements on a continuous basis to make sure we can provide responsive services to all our clients. *The firm does not have a history of requesting change orders for work or extensions of time other than for unforeseen conditions or change requests from clients.*

Tetra Tech understands it is critical that the City of Pembroke Pines (City) partner with a trusted contractor who will respond immediately and provide high-quality services throughout the engagement. Tetra Tech staff members have experience in large-scale rapid deployments. Following Hurricanes Harvey and Irma, Tetra Tech simultaneously deployed over 6,000 staff on behalf of 105 clients.

Although we maintain multiple clients in Florida, our experience successfully managing numerous response and recovery operations in the State is proof that we have the staff, resources, and expertise to execute a safe and quick response and restore the City's normal operations as quickly as possible. Our staff of industry experts has applied the necessary project controls to efficiently document and complete field work and has provided follow-up support, including appeal development and closeout audit support months and, in some cases, years following the completion of field work.

Quick Fact

Following Hurricane Irma, Tetra Tech simultaneously deployed over 2,400 staff in the State of Florida. Tetra Tech provided project management staff to each of its Florida clients, while still responding to Hurricanes Harvey and Maria in other parts of the country. Our simultaneous response to several hurricanes is proof that we have the staff, resources, and expertise to respond to the City's post-disaster needs.

Availability

Response Timeline

For information on our team's response timeline, see **Tab 3: Operational Plan.**

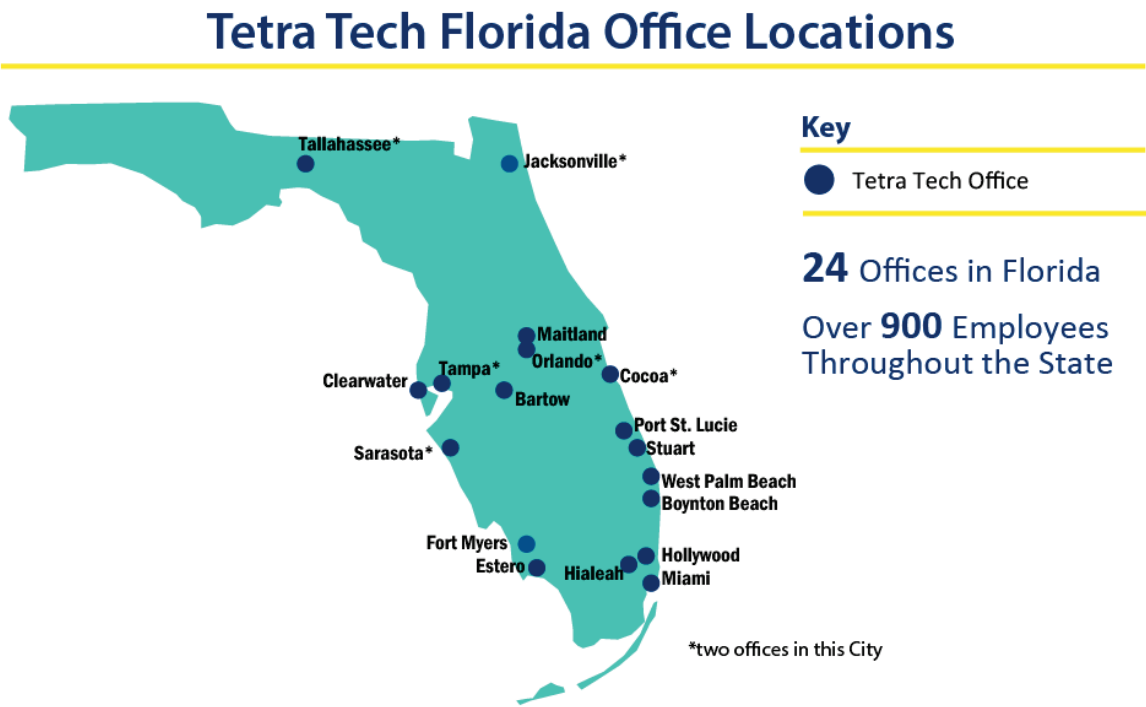
Local Presence Facilitates a Quick Response

Tetra Tech's national network of resources operates from 450 offices worldwide. This includes ***24 offices in the State of Florida and offices nearby in the Cities of Hollywood and Hialeah.*** The Tetra Tech team can use these office locations as necessary to immediately respond to the City's need for personnel and resources following a disaster. These local offices may be used for office space, on-site IT personnel, communication resources, or staging of mobile trailers and equipment if necessary.

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



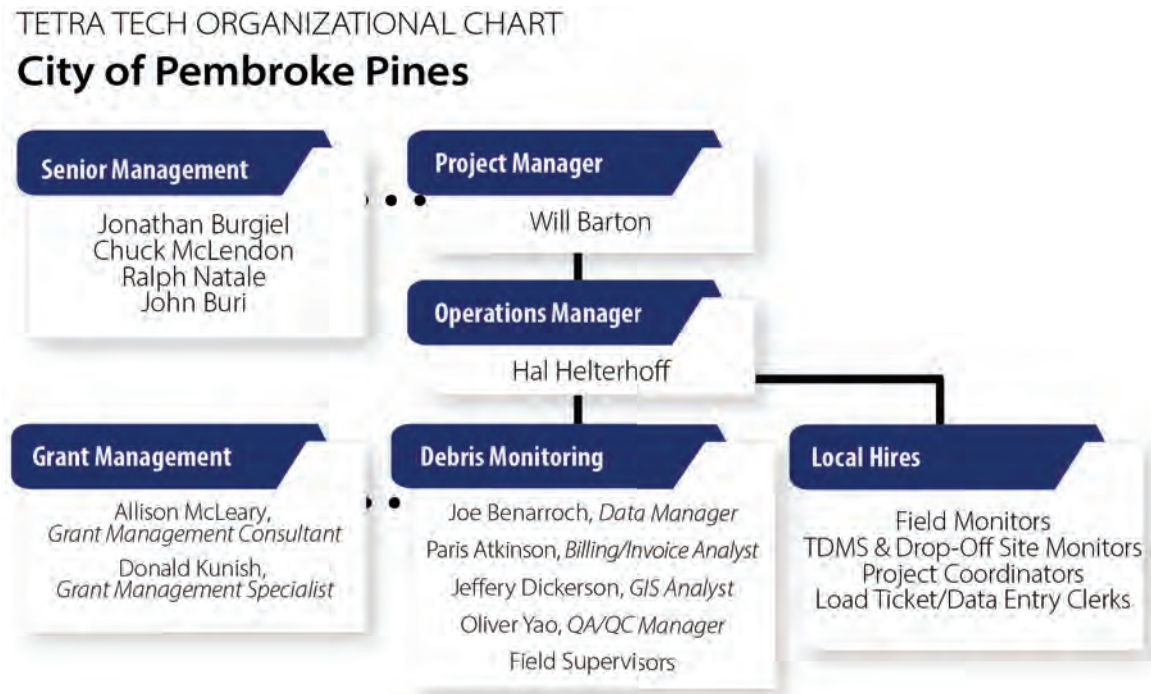
Exhibit 2-1: Florida Office Map



Organizational Chart

Exhibit 2-2 shows our proposed project team organizational structure. *Résumés have been included at the end of this section.*

Exhibit 2-2: Project Team Organizational Chart



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CITY OF PEMBROKE PINES, FLORIDA



TAB 2: ABILITY

Personnel

Tetra Tech has assembled a team of experienced emergency management, infrastructure, and grant management specialists with hands-on experience in recent disasters and emergencies as well as prevention, mitigation, preparedness, response, and recovery programs. Our disaster recovery professionals are wholly familiar with the policies, procedures, and requirements associated with providing disaster recovery services subject to Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), U.S. Department of Housing and Urban Development (HUD), Natural Resources Conservation Service (NRCS), and other federal agency reimbursement programs.

Tetra Tech is committed to providing the City with a dedicated and consistent project management team that will expedite recovery efforts in the City by establishing a coordinated and organized approach to debris removal. Our dedicated team is available to the City 365 days per year.



Our Team Is Highly Experienced and Qualified to Successfully Execute this Program

Professional Certifications, Training, and Licensing

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

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

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

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

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

CITY OF PEMBROKE PINES, FLORIDA



TAB 2: ABILITY

Proposed Staff

Senior Management Team

Our senior management team will provide expert oversight and assistance at critical junctures and is prepared to assist the project management team for the duration of any disaster recovery operation. These individuals bring decades of disaster debris monitoring and reimbursement expertise.



Mr. Jonathan Burgiel has 35 years of experience in solid waste and disaster recovery. His disaster-related work has included serving as principal in charge of *over 200 projects*, helping clients throughout the country prepare for, respond to, and recover from natural and human-caused disasters. Mr. Burgiel has provided senior management leadership to communities in Puerto Rico (Hurricane Maria); Miami Dade County and the City of Winter Park (Hurricane Irma); Richland County, South Carolina (Historic 1,000 Flooding Event); City of New Orleans, LA (Hurricane Katrina Residential Demolition Program); the New Jersey Department of Environmental Protection (NJDEP) (Hurricane Sandy); State of Connecticut (Hurricane Sandy); State of Louisiana (Hurricane Isaac); and Harris County, Texas (Hurricane Ike), to name a few.



Mr. Chuck McLendon has been providing consulting engineering services to federal, state, and local governments across the U.S. for more than 29 years. His background in solid and hazardous waste management has led him to become one of the leading experts in the country on the implementation of large-scale post-disaster debris removal programs. He has routinely assembled large teams to support major infrastructure and emergency response efforts. Mr. McLendon has served as Principal in Charge for upwards of 30 major disaster activations, including projects totaling more than 150 million cubic yards of debris and upwards of \$2.5 billion in FEMA PA reimbursement.



Mr. Ralph Natale is an expert in FEMA Public Assistance (PA) Grant Program reimbursement policies and has administered nearly 230 projects in his 15-year career. Mr. Natale has served as a principal in charge or project manager in response to some of the country's largest debris-generating disasters, including NORCAL and SOCAL Wildfires, Hurricanes Harvey, Irma, Matthew, Katrina, Ike and Sandy. This includes managing and documenting the removal of *over 46 million cubic yards (CYs) of debris and over 1.3 million hazardous trees*. This and the program management of over 9,600 demolitions total over *2.5 billion dollars of reimbursed invoices*. He currently serves as principal in charge for several of the firm's response efforts in California following the devastating fires and for 38 communities following Hurricane Harvey in Texas.

Mr. John Buri is a versatile emergency management, disaster mitigation, response and recovery, and grant management professional with 16 years of experience. *Mr. Buri has provided senior management oversight on 22 major disasters declarations for over 100 clients since 2007, representing over \$6 billion in disaster-related grants*. He has responded to numerous large-scale activations and engages with FEMA and state regulatory agencies and debris contractors in addition to providing FEMA PA consulting for tasks and activities associated with each disaster recovery operation. Mr. Buri also is familiar with FEMA Hazard Mitigation Assistance, HUD CDBG-DR, and disaster funding strategies for local and state governments.

Project Management Team

In addition to our senior management team, our dedicated project management team consists of disaster recovery professionals who are experts of the policies, procedures, and requirements associated with providing disaster recovery services. *Tetra Tech's staff members constitute an integrated team with unparalleled skills and experience that is uniquely qualified to manage the debris monitoring operations.*

Personnel	Experience Summary
Will Barton Project Manager Contact Information: Will.Barton@tetratech.com 225-229-1808	Mr. Will Barton will serve as a primary contact for this project. He is a trained project manager for Tetra Tech who has served on projects throughout the country following various disasters including hurricanes, wildfires, tropical storms, and flooding events., including the City of Pembroke Pines following Hurricane Irma. He has worked on several projects in excess of 1 million CYs of debris, and is familiar with removal guidelines from rights-of-way, private property, waterways, and hazardous trees. Through his work at Tetra Tech, Mr. Barton has developed an

CITY OF PEMBROKE PINES, FLORIDA



TAB 2: ABILITY

Personnel	Experience Summary
	extensive understanding of federal, state, and local regulations, protocols, processes, and guidance with respect to homeland security response, and recovery. Mr. Barton is also a trusted Information Security Advisor and Information Technology Executive, with 15+ years' experience in both the enterprise and financial institution space. He has excellent team building skills, and knowledge of FFIEC and HIPPA regulations as they pertain to security compliance.
Hal Helterhoff Operations Manager	Mr. Helterhoff is an experienced disaster recovery professional and has served as a project manager, operations manager, and field supervisor for multiple hurricanes and various other projects for Tetra Tech. Mr. Helterhoff has been a key member of some of Tetra Tech's largest fire and hurricane response teams in recent history, serving in the field for the Camp Fire response as a Task Force Leader and Division Supervisor for debris removal and asbestos abatement teams. He also assisted with environmental soil sampling during the Camp Fire response. Following Hurricane Irma, Mr. Helterhoff oversaw staff training, disposal site operations, debris removal staff, and field data QA/QC for the City of Tampa, Florida.
Joe Benarroch Data Manager  Florida Resident	Mr. Benarroch is a regional data manager and invoice reconciliation manager for Tetra Tech, Inc. As a regional manager Mr. Benarroch is responsible for oversight and management of field data managers and invoice analysts. His areas of expertise include FEMA eligibility and documentation requirements, private property debris removal packet management, database management, and project reporting. He has served as regional data manager for some of the nations most devastating events including Hurricanes Michael, Irma, Harvey, and Matthew, and various California wildfires. Following Hurricane Michael, Mr. Benarroch served as regional data manager for various municipalities across the State of Florida, and oversaw reconciliation of more than \$25 million in reimbursable contractor debris removal services. Mr. Benarroch also has an in-depth understanding of our Automated Debris Management System (ADMS) RecoveryTrac™. As such he can support the implementation of ADMS in the field as well as establish quality assurance and project reporting.
Paris Atkinson Billing/Invoice Analyst  Florida Resident	Ms. Atkinson is a senior data manager and billing/invoice analyst with over 13 years of experience in disaster recovery, and has responded to more than a dozen disasters across the nation. Her responsibilities include quality assurance/quality control, data management, management of monitoring documentation for FEMA, invoice reconciliation, and the use of our ADMS. Ms. Atkinson is an expert of federal grant programs, including the Federal Highway Administration (FHWA) Emergency Relief (ER) Program and FEMA Public Assistance Program. She has extensive experience on all aspects of program data management up to and including project closeout and post-closeout audit support.
Jeff Dickerson GIS Analyst  Florida Resident	Mr. Jeff Dickerson has more than 30 years of experience in program management and information technology and is the principal system architect of our automated debris management system (ADMS), RecoveryTrac™. Mr. Dickerson has managed numerous large disaster response operations with over 1,000 field monitors, coordinated the operation of 24-hour data processing centers (some with nearly 100 personnel), and provided technical support for a debris management database to track over 1,000 trucks and the documentation for over 5 million CYs of debris brought to clients' debris management sites. Mr. Dickerson has led deployment and logistics efforts for some of the firm's largest debris monitoring efforts. In 2017, he oversaw the deployment of over 6,000 field units to over 100 clients following Hurricanes Harvey, Irma, and Maria.
Allison McLeary Grant Management Consultant  Florida Resident	Ms. Allison McLeary is an experienced emergency response and recovery executive with a demonstrated history of building meaningful relationships across all levels of government. She is a steadfast advisor in planning for, responding to, and recovering from challenges and disasters. Ms. McLeary coordinates relationships with funding agencies and local partners to streamline project operations. In her prior role as Chief and Deputy State Coordinating Officer for all FEMA declared events in Florida, Ms. McLeary administered over \$8.8 Billion in FEMA Stafford Act program for the Florida Division of Emergency Management. Ms. McLeary previously supported the Louisiana Governor's Office of Homeland Security and

CITY OF PEMBROKE PINES, FLORIDA



TAB 2: ABILITY

Personnel	Experience Summary
	Emergency Preparedness as Recovery Legal Counsel, where she advised on all matters of emergency management and community recovery. Ms. McLeary has a deep understanding of FEMA compliance as it pertains to various disaster programs. She supports the Tetra Tech team to build programs that align with federal expectations and comply with client/federal requirements. She maximizes operational efficiencies by analyzing individual projects with a holistic lens, leveraging best practices from Tetra Tech debris management operations throughout the Nation.
Oliver Yao QA/QC Manager  Florida Resident	Mr. Oliver Yao has 15 years of disaster recovery experience and has supported response efforts to some of the largest disasters to affect the United States, including Hurricanes Katrina, Ike, Sandy, Matthew, and Harvey. Mr. Yao has developed standard operating procedures (SOP) for documentation and data management that assist our clients during closeout and audit. He has also provided local governments across the country with debris management consulting services. Mr. Yao is a leading subject matter expert in reimbursement documentation and closeout audit support. In addition, Mr. Yao has assisted numerous local governments with FEMA appeals following Hurricanes Charley, Frances, Jeanne, Wilma, and Matthew.
Donald Kunish Grant Management Specialist	Mr. Kunish is a disaster recovery and grant management expert with 21 years of experience and has worked on 47 disasters throughout his career. Currently he supports multiple communities in utilizing federal grants to respond, recover and mitigate natural and manmade disasters. These programs include the management of applications and awarded funding for reimbursement of local governments for response and recovery efforts under FEMA's Public Assistance and Hazard Mitigation Grant Program. Mr. Kunish currently serves as a technical expert for the Commonwealth of Puerto Rico's Public Assistance Program, in response to Hurricane Maria, where Mr. Kunish oversees over 100 grant managers and field inspectors. Prior to joining Tetra Tech, Mr. Kunish served in various roles, including Deputy Bureau Chief, for the Florida Division of Emergency Management over a span of 13 years. Mr. Kunish's career with the Division covered many emergency management practice areas, including Hazard Mitigation and Community Development Block Grant programs. Mr. Kunish was also part of the State of Florida Emergency Response Team following the 2007 Groundhog Day Tornadoes, Tropical Storm Fay, Deepwater Horizon Oil Spill, and the H1N1 Pandemic.

Total Available Personnel

Our team consists of experienced emergency managers, disaster preparedness specialists, engineers, surveyors, and hazardous waste technicians who possess hands-on experience in recent disasters and emergencies as well as prevention, mitigation, preparedness, response, and recovery programs. Tetra Tech's disaster recovery professionals have managed projects in response to hurricanes, floods, tornadoes, fires, ice storms, and straight-line wind events in 20 states with simultaneous activations in nine states.

Exhibit 2-3: Total Personnel Available

Resource	Number of Personnel Available
Management Team	
Project Principals	9
Project Managers	38
Operations Managers	42
Field Staff	
Field Coordinators (Crew Monitors)	4,000*
Debris Site/Tower Monitors	120*
Field Supervisors	55*
(7:1 Monitor-to-Field Supervisor Ratio)	
Project Coordinators	35*
(50:1 Monitor-to-Project Coordinator Ratio)	

* Indicates available Tetra Tech resources. Tetra Tech will staff positions with locally hired residents whenever possible.

CITY OF PEMBROKE PINES, FLORIDA

TAB 2: ABILITY



Internal Vs. Brokered Services

Tetra Tech does not intend to utilize subcontractors to perform this work, should the need for a particular skillset arise during this project, Tetra Tech diligently promotes an equitable opportunity to subcontractors whose capabilities compliment our own. We maintain an extensive database of local and minority owned businesses. Additionally, Tetra Tech has already performed a Good Faith Effort outreach to firms whose capabilities may be of benefit to this project. *The Good Faith Effort documentation has been included following Section 5: Operational Plan.*

Financial Stability

Tetra Tech is a financially sound and successful firm with fiscal year 2020 annual revenues of more than \$2.9 billion and approximately 20,000 employees. Tetra Tech has a Dun & Bradstreet rating of 5A2. To demonstrate the firm's solid financial performance, a short version of our most recent 10K Report has been included at the end of this section. However, a complete copy of our financial reports can be provided upon request.

Fed Tax ID: 95-4148514 | **DUNS:** 080106449 | **Cage Code:** 0YEM5

Workload

Current Workload

Tetra Tech is currently engaged in the following projects:

Exhibit 2-4: Current Workload

Name of Entity	Project	% Complete
Calhoun County, AL	Disaster Debris Monitoring 2021 Tornadoes	10%
Calcasieu West Airport, LA	Disaster Debris Monitoring Hurricane Laura	95%
VDOT, VA	Debris Monitoring Services	80%
City of New Bern, NC	New Bern NC Drainage Basins	75%
Bay County, FL	Private Property Debris Removal – Hurricane Michael	95%
Houston City of, TX	City of Houston Silt Removal	80%
Harris County, TX	Harris Co TX Homeless Med Iso	80%
Town of Paradise, CA	Paradise CA 2020 Arborist Program	85%
Calrecycle, CA	Camp Fire Finance and Administration	70%
City of Lake Charles, LA	Lake Charles LA Debris Monitoring Services 2020	95%
Calcasieu Parish Policy Jury, LA	Calcasieu Parish LA Debris Monitoring Services 2020	95%
City of Sulphur, LA	Sulphur City LA Debris Monitoring Services 2020	95%
City of Dequincy, LA	DeQuincy City of LA Hurricane Laura – Debris Monitoring Services	95%
Rapides Parish Police Jury, LA	Rapides Parish LA Hurricane Laura – Debris Monitoring Services	95%
Baldwin County Commission, AL	Debris Monitoring Services Hurricane Sally 2020	95%
Dallas County Commission, TX	Dallas Co Comm Debris Monitoring Services 2020 Zeta	90%
Wilcox County Commission, AL	Wilcox Co Comm Debris Monitoring Services 2020 Zeta	90%
Calrecycle, CA	CalRecycle 2020 Debris/Mgt Services NB	70%

Future Workload

Due to the uncertainty of the location, severity, or frequency of disaster incidents, we are unable to provide information about future workload.

CITY OF PEMBROKE PINES, FLORIDA



TAB 2: ABILITY

List of Florida Contracts

The table below lists our firm's Florida debris monitoring clients within the Broward, Miami-Dade, and Palm Beach County areas.

Exhibit 2-5: List of Current Contracts

Confidential	State	County	Client	Effective Date	# of Renewals	Last Expiration
	Florida	Broward	Broward, County of	10/10/16	3-1 year	06/28/21
	Florida	Broward	Cooper City, City of	08/30/19	1-5 years	08/30/29
	Florida	Broward	Coral Springs, City of	05/20/20	2-3 years	08/19/29
	Florida	Broward	Deerfield Beach, City of	06/06/17	2-2 years	06/06/24
	Florida	Broward	Oakland Park, City of	01/18/18	2-3 years	01/18/27
	Florida	Broward	Parkland, City of	08/02/19	3-1 year	08/02/24
	Florida	Broward	Sunrise, City of	08/05/13	3-1 year	08/05/21
	Florida	Broward	Tamarac, City of	04/27/17	2-2 years	04/26/24
	Florida	Broward	Wilton Manors, City of	07/12/17	2-3 years	07/12/26
	Florida	Collier	Collier County	07/08/14	5-1 year	07/08/24
	Florida	Miami-Dade	Coral Gables, City of	05/23/18	2-2 years	05/23/25
	Florida	Miami-Dade	Doral, City of	05/10/17	2-1 year	05/10/22
	Florida	Miami-Dade	Miami, City of	02/10/17	1-5 years	12/31/25
	Florida	Miami-Dade	Miami-Dade County	02/11/16	1-5 years	12/31/25
	Florida	Miami-Dade	Pinecrest, Village of	02/12/20	1-2 years	02/12/25
	Florida	Palm Beach	Boca Raton, City of	09/10/17	4-2 years	09/09/27
	Florida	Palm Beach	Jupiter, Town of	05/05/15	1-5 years	05/05/25

CITY OF PEMBROKE PINES, FLORIDA

TAB 2: ABILITY



Ability to Respond

Tetra Tech has never failed to respond to our clients' deployment and mobilization needs, regardless of location or disaster.

Since 1990, Tetra Tech has been providing comprehensive emergency response services to both governmental and private clients. We have continuously supported the U.S. Environmental Protection Agency's (EPA) Emergency Response and Removal program since 1995, serving as prime contractor or subcontractor in eight of the ten regions. Over this time, we provided technical consulting expertise on nearly 2,000 emergency response efforts nationwide. Our team has responded to all types of incidents, including natural disasters such as floods, wildfires, tornadoes, and hurricanes; chemical fires, oil spills, and pipeline ruptures, releases of unknown hazardous substances, chemical and biological agents.

Tetra Tech routinely responds within 24 hours of receiving notice-to-proceed, and is always ready to provide adequate staff based on client needs. (Exhibit 2-5). Our ability to respond rapidly is accelerated by utilizing the following:

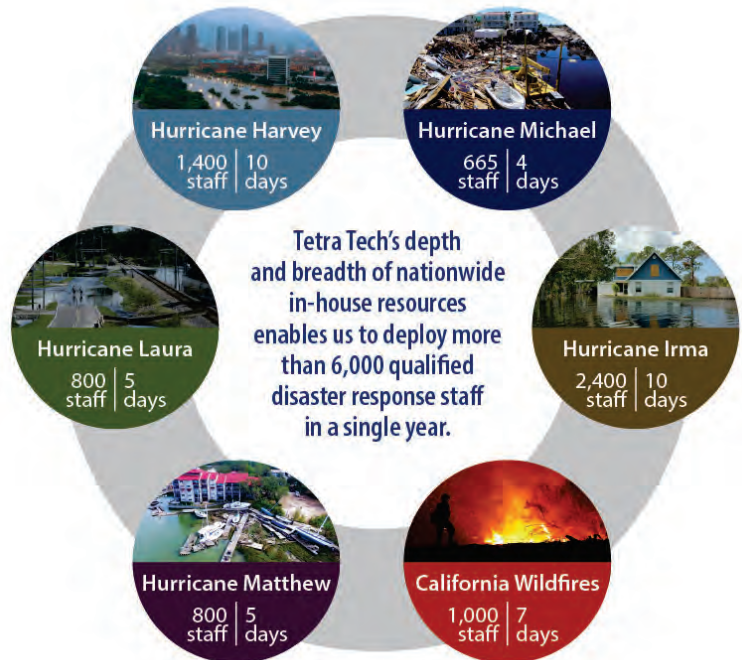


Exhibit 2-5: Tetra Tech's Rapid Mobilization

- **Incident Command System Structure:** Our projects are operated under the Incident Command System (ICS) structure, and have a proven track record of meeting even the most challenging staffing level requirements. ICS allows the Tetra Tech project team to scale as needed, coordinate response, establish common processes for planning and managing resources, and adapt organizational structure to match the needs and complexities of projects.
- **Immediate Response Staffing Plan:** Tetra Tech's immediate response staffing plan utilizes our vast network of disaster recovery professionals, including full-time employees, reserve staff from the Tetra Tech Disaster Division and local hires. Upon notice of a potential mission assignment, a core management team will be assigned to provide a coordinated response immediately. Our management team consists of several senior staff from our incident management team with specific roles in Operations, Logistics and Human Resources.
- **Ability to Hire Rapidly:** Our staffing process has rapidly mobilized project teams for major disaster recovery projects nationwide. We prioritize deploying local staff, which benefits the local post-disaster economy and reduces mobilization and transportation costs. In addition to maintaining an extensive field staff database, Tetra Tech can deploy our Field Human Resources (HR) Hiring Center which is designed to be quickly mobilized, transported, and set up to allow near immediate response for field staffing needs. The number of trained HR representatives can scale up to 20 at a moment's notice, with the ability to hire 200+ staff per day. Under this process, local teams can be hired, trained, and deployed within 24 hours.
- **Fully Stocked Warehouse of Equipment:** Tetra Tech maintains a warehouse located in Orlando, Florida with over 120 fully stocked bays of debris monitoring supplies capable of supporting over 50 simultaneous recovery operations for over 90 days. Tetra Tech has consistently deployed large-scale mobilizations of hundreds of staff and thousands of dollars' worth of equipment to multiple clients in a matter of days and on very short notice.

Résumés





Jonathan Burgiel

Business Unit President, Disaster Recovery

EXPERIENCE SUMMARY

As President of Tetra Tech's Disaster Recovery Business Unit, Mr. Burgiel manages the business operations of all disaster recovery efforts, including preparedness planning, project staffing, logistics, grant administration and agency reimbursement support, program accounting/auditing oversight, and contract negotiations. Mr. Burgiel is dedicated to helping communities plan for and recover from disasters and provide the necessary documentation to receive the maximum allowable reimbursement from federal and state emergency management agencies.

Mr. Burgiel has 30+ years of solid waste and disaster recovery experience. His disaster-related work has included serving as principal in charge of over 100 projects, helping clients throughout the country prepare for, respond to, and recover from natural and human-caused disasters.

Mr. Burgiel is intimately familiar with local, state, and federal solid waste and hazardous waste regulations, as well as U.S. Department of Housing and Urban Development (HUD), Federal Emergency Management Agency (FEMA), and Federal Highway Administration (FHWA) policies and reimbursement procedures as they relate to disaster management and recovery.

RELEVANT EXPERIENCE

Mr. Burgiel has provided senior management oversight to the following projects:

- Hurricane Maria debris mission supporting the Commonwealth of Puerto Rico Department of Transportation
- 67 communities and over 2,400 staff in Florida – Hurricane Irma
- 38 communities and over 1,400 staff in Texas – Hurricane Harvey
- Multiple communities in South and North Carolina – Hurricane Matthew
- Richland County & Lexington County, South Carolina - South Carolina 1,000-year Flooding Event - Comprehensive Disaster Recovery Services
- Hays County/City of Wimberley, Texas – Severe Flooding Disaster Recovery Assistance
- New Jersey Department of Environmental Protection (NJDEP) – Hurricane Sandy Disaster Vessel Recovery Program
- State of Connecticut – Hurricane Sandy Disaster Debris Program
- State of Louisiana – Hurricane Isaac Disaster Debris Program Management
- City of New Orleans, Louisiana – Hurricane Katrina Residential Demolitions
- Bastrop County, Texas – Wildfires
- City of Cedar Rapids, Iowa – Severe Flooding

YEARS OF EXPERIENCE

30+

AREA OF EXPERTISE

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

DISASTERS

- 4337 FL Hurricane Irma
- 4332 TX Hurricane Harvey
- 4286 SC Hurricane Matthew
- 4245 TX Flood
- 4241 SC Flood
- 4087 Hurricane Sandy
- 4084 Hurricane Isaac
- 4029 TX Wildfires
- 4024 Hurricane Irene
- 4106 CT Winter Storm
- 1791 Hurricane Ike
- 1786 Hurricane Gustav
- 1780 Hurricane Dolly
- 1679 FL Tornadoes
- 1606 Hurricane Rita
- 1609 Hurricane Wilma
- 1602 Hurricane Katrina
- 1595 Hurricane Dennis
- 1561 Hurricane Jeanne
- 1551 Hurricane Ivan
- 1545 Hurricane Frances
- 1539 Hurricane Charley

EDUCATION

University of Central Florida
Master of Business
Administration, 1989

Tufts University
Bachelor of Arts, Economics,
1984

Résumé

Jonathan Burgiel, Business Unit President

Principal in Charge (November 2018 – Present)**Florida Department of Economic Opportunity | HUD CDBG-DR Rehab/Reconstruction Program**

Mr. Burgiel serves as program manager for Tetra Tech's performance of housing rehabilitation and reconstruction related environmental services associated with the State of Florida's \$615.9 million HUD CDBG-DR grant associated with Hurricane Irma. Overseeing Tetra Tech staff's development of approximately 6,000 Tier 2s, 3,000 lead risk assessments, review of 8 Tier 1s, and other specialized environmental services (e.g., CESTs, EAs, etc.) as a subcontractor to IEM, Inc.

Senior Project Manager (June 2017 – Present)**Restore Louisiana | HUD CDBG-DR Housing Rehabilitation**

Served as Project Manager over the preparation of over 25,500 Tier 2 environmental reviews and over 6,000 lead risk assessment and clearance inspections. This \$20 million project performed by Tetra Tech utilized state of the art technology and cloud based technology to decrease the cost of performing a Tier 2 review by over 50% from prior state led residential rehab projects.

Principal in Charge (October 2018 – Present)**Texas General Land Office | HUD CDBG-DR Housing Rehab/Reconstruction Program**

Mr. Burgiel is currently serving as program manager for Tetra Tech's performance of housing rehab and reconstruction related environmental services associated with the State of Texas' \$5.024 billion HUD CDBG-DR grant associated with Hurricane Harvey. Overseeing Tetra Tech staff's development of approximately 3,500 Tier 2s, 1,700 lead risk assessments, and other specialized environmental services (CESTs, EAs, etc.) as a subcontractor to IEM, Inc.

Principal-in-Charge (May 2015–October 2015)**Hays County/City of Wimberley Texas | Post-Disaster Flood Support Services**

Following the historic flooding event along the Blanco River where over 20 people perished, Mr. Burgiel provided technical support in the Hays County, Texas Emergency Operations Center (EOC) during and immediately following the flooding disaster. As part of these services, Mr. Burgiel supported the County and City of Wimberley in providing expert technical advice associated with providing the County/City appropriate measure for responding to the event and methods for best tracking the County's disaster-related costs to maximize the County's/City's FEMA reimbursement post-disaster. Mr. Burgiel was instrumental in standing up the County right-of-way debris removal program and subsequently obtaining approval for a private property debris removal (PPDR) program from FEMA to cover the extensive debris that remained along and in the Blanco River, which created a future health and safety hazard to the County and City.

Senior Management (September 2008-January 2009)**Harris County, Texas | Hurricane Ike Disaster Debris Program Management**

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



Chuck McLendon Senior Management Team

EXPERIENCE SUMMARY

Mr. McLendon has been providing consulting engineering services to federal, state, and local governments across the U.S. for more than 29 years. His background in solid and hazardous waste management has led him to become one of the leading experts in the country on the implementation of large-scale post-disaster debris removal programs. He has routinely assembled large teams to support major infrastructure and emergency response efforts. Career highlights include:

- Experienced Executive Program Manager with over 29 years of experience working with federal, state, and local government agencies on the finance, design, permitting, procurement, construction, and operations of major infrastructure projects.
- Served as Principal in Charge for upwards of 30 major disaster activations including projects totaling more than 100 million cubic yards of debris and upwards of \$2.5 billion in FEMA PA reimbursement.
- Major experience in the legal substantiation and implementation of complex debris removal programs including PPDR, waterways, beaches, selective salvage, etc.
- In depth knowledge of the FEMA Public Assistance program including a strong understanding of Federal Register 2 CFR Part 200 ("the Super Circular")

RELEVANT EXPERIENCE

Hurricane Sally (2020)

City of Pensacola, FL and Okaloosa County, FL

The City of Pensacola and Okaloosa County, FL have been long-standing clients of Mr. McLendon. Following the impact of Hurricane Sally, Mr. McLendon provided senior advisory services to include explanations of the FEMA Category A program as well as procurement assistance. Chuck has also provided senior level oversight to ensure that our response crews are meeting client expectations.

Hurricane Florence (2018)

Boiling Spring Lakes, NC and Briarcliff Acres, SC

Following Hurricane Florence, Mr. McLendon provided disaster debris monitoring and FEMA grant management related services to the City of Boiling Spring Lakes, NC and the Town of Briarcliffe Acres, SC (through a contract with the Horry County Solid Waste Authority). Monitoring work including debris management site permitting, right of way collection, hazardous tree removal, and household hazardous waste collection.

Hurricane Irma (2017)

Numerous Central Florida Jurisdictions

Following Hurricane Irma in September of 2017, Mr. McLendon provided senior oversight of debris monitoring operations across seven counties –

YEARS OF EXPERIENCE

29

AREA OF EXPERTISE

- Solid and Hazardous Waste Management
- Disaster Debris Monitoring
- Solid Waste Routing and Efficiency
- Private Property Debris Removal
- Cost of Service Evaluations
- Emergency Management
- Damage Assessment
- Utility Engineering/Consulting
- Program Management
- Public Outreach/ Communications
- Procurement (2CFR)
- Environmental Permitting
- Grant Management

DISASTERS

- DR4564FL, Hurricane Sally
- DR-4559LA, Hurricane Laura
- DR-4393NC, Hurricane Florence
- DR 4337FL, Hurricane Irma
- DR-4283FL, Hurricane Matthew
- DR-4241SC, Severe Flooding
- DR-4138FL, Severe Flooding
- DR-1971AL, Tornado Outbreak
- DR-4024VA, Hurricane Irene
- DR-1791TX, Hurricane Ike
- DR-1786LA, Hurricane Gustav
- DR-1603LA, Hurricane Katrina
- BP Deepwater Horizon Oil Spill

EDUCATION

Bachelor of Science, Business Marketing, Florida State University, 1991

Résumé

Chuck McLendon, Senior Management Team

including Seminole, Lake, and Volusia counties in Central Florida. Chuck was responsible for assembling project management and support teams to include policy and field operations expertise. In total, he oversaw a team of over 1,000 personnel that accounted for nearly 6 million cubic yards of debris removal. This work included implementation and tracking of Private Property Debris Removal (PPDR) programs within each of the seven counties managed.

Severe Flooding (2017)

South Carolina Emergency Management Division

Mr. McLendon was retained by the SCEMD to serve as a Senior FEMA PA Policy Advisor in support of project worksheet formulation for the October 2015 flooding event that impacted much of central South Carolina. Mr. McLendon oversaw a team of Project Specialists in drafting and versioning project worksheets.

Hurricane Matthew (2016)

St. Johns and Flagler Counties, Florida

Mr. McLendon served as Principal in Charge for the debris monitoring mission in St. Johns County and Flagler County, Florida following Hurricane Matthew. Chuck oversaw the removal of more than 1.1 million cubic yards of debris from public and private roads as well as debris removal efforts along nearly 27 miles of county-maintained beach. In addition to providing daily oversight of the debris removal mission, Mr. McLendon was regularly relied upon by County staff for policy guidance related to the County's overall recovery effort.

Hurricane Irene (2010)

Virginia Department of Transportation

Mr. McLendon served as Principal in Charge for recovery efforts on behalf of the Hampton Roads District of the Virginia Department of Transportation following Hurricane Irene. Mr. McLendon provided senior advisory services and oversight of a team to provide FEMA PA / FHWA ER reimbursement services for the District.

Hurricane Ike (2008)

Galveston County and City of Galveston, TX

Mr. McLendon oversaw the debris removal effort for Galveston County and the City of Galveston, Texas following Hurricane Ike in 2008. Upwards of 10 million cubic yards of debris was removed County-wide under Chuck's direction. Debris removal programs included right of way, private property debris removal (PPDR), commercial debris removal, dead animal carcasses, hazardous waste, and white goods.

Hurricane Ivan (2004)

Escambia County, City of Pensacola, and FDOT District 3, Florida (2004)

Hurricane Ivan devastated northwest Florida. Mr. McLendon served as Principal in Charge for recovery efforts to Escambia County, the City of Pensacola, and Florida DOT District 3. Mr. McLendon assisted the County in putting together the legal substantiation for the County to receive approval for a major private property debris removal program including both vegetative debris and sand removal from residential structures on the beach. Upwards of 8 million cubic yards of debris was removed from County and City right of ways, private property, and county beaches.



Ralph Natale

Director, Post Disaster Programs

EXPERIENCE SUMMARY

Mr. Ralph Natale serves as Director of Operations for Tetra Tech's Post Disaster Program Management Division (TDR). In this role, Mr. Natale will be responsible for ensuring the adequacy of the firm's resources and staffing commitments for this City of Houston program as well as ensuring that the firm's structural, operational, and technological protocols are sufficient to support staff assigned to City of Houston work assignments.

Mr. Natale began his career in debris management and has since managed post-disaster field recovery operations for many of the largest disasters in U.S. history. Given his proficiency in building large staffing teams and creating effective / repeatable standard operating procedures, Ralph was promoted to Director of Operations for all of Tetra Tech's post disaster response and recovery operations.

Since serving as Director of Operations, Ralph has assisted our technical teams in establishing several of the largest and most effective FEMA PA and CDBG-DR programs in the country. This has included our FEMA PA support contract with the government of Puerto Rico and State of Louisiana, as well as major CDBG-DR programs in Florida, Texas, North Carolina, Louisiana, and Puerto Rico.

In addition to Ralph's aptitude in managing large programs, he also has strong familiarity with the City of Houston. Since 2008, he has served as Principal in Charge for Tetra Tech's debris monitoring contract with the City of Houston and has been engaged for multiple disasters – including Hurricanes Ike and Harvey - to manage very large debris monitoring programs (some of which involved several hundred personnel). The effective execution of these large, complex field projects is a testament to Mr. Natale's leadership and organizational skills.

Mr. Natale is an expert in Federal Emergency Management Agency-Public Assistance (FEMA-PA) Grant Program reimbursement policies and has administered nearly 70 projects in his 14-year career. He has also become highly proficient in other federal grant programs including HUD's Community Development Block Grant – Disaster Recovery (CDBG-DR) program where he oversees several major Tetra Tech CDBG-DR programs.

YEARS OF EXPERIENCE

14

AREA OF EXPERTISE

- Operational Oversight / Leadership
- Program Design and Implementation
- Process Engineering / Improvement
- Project Budgeting and Accountability
- State and Federal Regulations / Policies
- Technological Solutions

GRANT EXPERIENCE

- FEMA PA
- FEMA HMA/HMGP
- HUD CDBG - DR
- NRCS EWP
- FHWA ER

EDUCATION

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

FEATURED EXPERIENCE

Principal in Charge (August 2017– April 2018)

City of Houston, Texas | Hurricane Harvey

Hurricane Harvey caused unprecedented flooding to the City of Houston. Mr. Natale managed Tetra Tech's response and recovery debris monitoring support to the City including oversight of 13 primary debris haulers. Mr. Natale ensured that all debris activities were documented in accordance with FEMA PA policy requirements.

Principal in Charge (May–August 2015)

RésuméRalph Natale, Director, Post Disaster Programs

City of Houston, Texas | Memorial Day Floods

Mr. Natale designed and incorporated an operational plan to manage debris removal efforts on over 6,000 road miles and 1,000,000 parcels in 60 days. 650,000 yards were collected in the 256 debris zones using City of Houston force account labor and equipment and contractor resources.

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

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

Principal (February 2020 – Present)**Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP)****Multiple Disasters including Hurricane Laura**

Mr. Natale has provided FEMA PA staffing and operational support to our GOHSEP contract since inception. He works with the Project Manager to ensure that the project is staffed with the proper technical competencies and that administrative matters (invoicing, etc.) are administered timely and effectively.

Principal (Jul 2019–Present)**Puerto Rico Department of Housing (PRDOH) R3 Puerto Rico CDBG Program**

Mr. Natale has provided senior operational leadership for the HUD-mandated environmental reviews (Tier II Site Specific Reviews)), Damage Assessment Inspection/Cost Estimate, LBP, and Asbestos Inspection program in accordance with 24 CFR Part 58 and the current Puerto Rico PRHOH R3 Program Environmental Review (Tier II) Procedures for an estimated 60,000 hurricane and flood damaged properties.

Principal (Oct 2019–Present)**Harris County, Project Recovery CDBG Program**

Mr. Natale has provided senior technical support and staffing leadership for the HUD-mandated environmental reviews (Tier II Site Specific Reviews)), Damage Assessment Inspection/Cost Estimate, and LBP program in accordance with 24 CFR Part 58 and the current Puerto Rico PRHOH R3 Program Environmental Review (Tier II) Procedures for an estimated 2,500 hurricane and flood damaged properties.

Principal (Dec 2018–Present)**State of Florida, Rebuild FL CDBG Program**

Mr. Natale has provided senior operational leadership for the HUD-mandated environmental reviews (Tier II Site Specific Reviews)), Damage Assessment Inspection/Cost Estimate and LBP Inspection program in accordance with 24 CFR Part 58 and the current Florida Department of Economic Opportunity (DEO) Program Environmental Review (Tier II) Procedures for an estimated 7,000 flood damaged properties.

Principal in Charge (November 2017 – Present)**USACE / CalRecycle / Local Governments, California Wildfire Response**

Since 2017, Mr. Natale has served as Tetra Tech's Principal in Charge for all response and recovery activities associated with more than 14 complex wildfire incidents in California. Mr. Natale's leadership has included operational staffing of debris, environmental, and administrative staff, design of processes and procedures, and all other financial and administrative related tasks supporting these incidents.



John Buri, MPA Director, Post Disaster Programs

EXPERIENCE SUMMARY

Mr. John Buri serves as the National Director of Disaster Recovery Programs for Tetra Tech and the City of Houston's Account Executive. Mr. Buri, as a native Houstonian, has been intimately involved in leading Tetra Tech's emergency management and disaster recovery operations for the City of Houston since 2006 including supporting response to Hurricane Ike, 2011 Drought, 2015 Memorial Day Flood, 2016 Tax Day Flood, Hurricane Harvey and COVID-19 as well as multiple planning, trainings and exercise initiatives focused on response, long term recovery, and mitigation across multiple departments. During this time, Mr. Buri has worked with the City to receive over \$500M in federal funding through the FEMA PA program alone, guided the City to successfully receive FEMA approval for the Lake Houston dredging project, and recognized with the 2018 Mayor's Prime Contractor of the Year for successfully integrating Minority and Woman Owned Businesses (MWBE) into disaster recovery operations.

Nationally, Mr. Buri has provided technical and policy expertise on more than 40+ disasters including tornadoes, floods, ice storms, earthquakes, derecho, tropical storms and hurricanes along with the 2020 COVID-19 recovery projects including Coronavirus Relief Fund. Throughout his career he has been a thought-leader engaging with FEMA leadership in Denton, Texas and Washington, D.C. as well as TDEM in Austin, Texas to identify strategies to for recovery within large and small communities. His efforts have led to policy changes with the FEMA PA program in 2020 with the release of new FEMA guidance on the COVID-19 eligibility crosswalk.

Key highlights of Mr. Buri's career include:

- **\$5 Billion in FEMA PA for natural disasters:** His work has personally represented and oversaw \$5B in disaster related grants throughout his career
- **\$1.7 Billion in Coronavirus spending:** Serving as program manager and senior advisory for over \$1.7B in CRF funding for local government clients
- **45 Total Disaster Declarations:** Deployed to and performed in roles of program/project manager, subject matter expert or principal-in-charge
- **17 States:** Worked in 17 states across 8 FEMA Regions
- **100 Clients:** Mr. Buri has worked for over 100 state and local governments clients since 2001
- **FHWA-ER Statewide Trainer:** Served as the Statewide FHWA-ER Trainer for TxDOT in 2011-2014
- **39 national and state-level conference speaking engagements:** He is a nationally recognized speaker on disaster recovery and preparedness topics, presenting at the National Hurricane Conference, National Hazardous Materials Management Association Annual Conference, Solid Waste Association of North America Annual Conference (WasteCon), Maryland Emergency Management Association Conference, Government Finance Officers Association Conference, Texas Homeland Security Conference, North Carolina Emergency Management Conference, and the National Forum for Black Public Administrators Conference.

YEARS OF EXPERIENCE

19

AREA OF EXPERTISE

- Damage Assessments
- Funding Strategy
- Program Design
- FEMA New Delivery Model
- FEMA PA Policy
- 2 CFR 200 Procurement
- Project Worksheet Formulation
- Grant Accounting Systems
- Audit (VAYGo/DHS)
- Closeout

GRANT EXPERIENCE

- FEMA PA
- Coronavirus Relief Fund
- FHWA-ER Program
- FEMA 404 HMGP
- FEMA HMA
- HUD CDBG-DR
- HUD CDBG-MIT

EDUCATION

Texas State University
Master of Arts, Public
Administration, 2002

The University of Texas
Bachelor of Arts, Government,
2000

FEATURED EXPERIENCE

City of Houston | Texas Multi-Year Emergency Management & Disaster Recovery Services

Program Manager/Subject Matter Expert, 2005 – Present

- Led the program design and documentation collection associated with the COVID-19 program including the \$404M CRF allocation and FEMA PA Program (DR-4485)
- Managed emergency responses to major disasters including Hurricane Ike in 2008 (DR-1791), Memorial Day flood in 2015 (DR-4223), Tax Day flood in 2016 (DR-4269); and Hurricane Harvey in 2017 (DR-4332)
- Coordinated with FEMA, Texas Division of Emergency Management (TDEM), USACE, Texas Commission on Environmental Quality (TCEQ), city departments, elected officials, congressional offices and volunteer groups to coordinate field activities, damage site inspections, eligibility reviews, and audits
- Managed planning team for 5 task orders under the DHS' Regional Catastrophic Planning Initiative Grant and Urban Area Security Initiative grant allocated to the City of Houston Office of Homeland Security
- Provided technical assistance for the City's flood resilience initiative in supporting the City's Flood Czar conducting damage analysis, mitigation project identification and identification of grant opportunities following 2015 and 2016 floods

City of Philadelphia, Pennsylvania | COVID-19 Disaster Recovery Consulting Services

Program Manager/Subject Matter Expert, May 2020 – Present

- Led the program design team for documentation collection associated with the COVID-19 program including the for FEMA PA Program (DR-4506) and CRF Program of \$276M
- Guided Finance and Managing Director's Office with roll-out of program operations related to CV-19 spend plan
- Provided technical memorandums for submission to City leadership and federal agencies for decision-making purposes for CRF or FEMA PA reimbursement
- Established protocols for program activities such as documentation collection, technical assistance and procurement reviews

Harris County, Texas | Multi-Year Emergency Management & Disaster Recovery Services

Program Manager/Subject Matter Expert, September 2008 – Present

- Guided program design and documentation collection associated with the COVID-19 program including the for FEMA PA Program (DR-4485)
- Oversaw responses to major natural disasters including Hurricane Ike in 2008 (DR-1791), Tax Day Flood in 2016 (DR-4269), Hurricane Harvey in 2017 (DR-4332)
- Assisted with the Reliant Arena Non-Congregant Medical Shelter and supported claim to FEMA for \$66M in up-front expedited funding
- Provided oversight to Project Recovery Housing team supporting Community Services Division (CSD) for the CDBG-DR Program
- Subject matter expert support and strategy for meetings and engagements with FEMA, TDEM and TxGLO for disaster recovery operations

Montgomery County, Texas | Multi-Year Emergency Management & Disaster Recovery Services

Program Manager/Subject Matter Expert, September 2008 – August 2019

- Managed emergency responses to multiple major disasters including Hurricane Ike in 2008 (DR-1791) and two floods in 2016 (DR-4269 and DR-4272)
- Directed various task orders following disasters including project formulation, technical assistance on the PA grant program, conducting substantial damage estimation of 250 flooded properties, data collection for PA grant program and grant application for FEMA FMA grant program.



Oliver Yao

Senior Management Team

EXPERIENCE SUMMARY

Mr. Oliver Yao is part of the Senior Management Team and serves as a financial analyst for post disaster program. Mr. Yao has over 13 years of industry experience in the four phases of emergency management: preparedness, response, recovery, and mitigation. In addition, Mr. Yao has supported response efforts to some of the largest disasters to affect the United States, including Hurricanes Katrina and Ike. Due to his experience, Mr. Yao also has unique knowledge and understanding of federal grant programs and the documentation requirements. This knowledge and experience has aided Mr. Yao in developing and implementing standard operating procedures (SOP) for documentation and data management that assist our clients during closeout and audit.

This knowledge and experience has aided Mr. Yao in providing local governments across the country with debris management consulting services such as the development of disaster debris management plans (DDMPs), the procurement of debris removal contractors, and the evaluation of debris management sites (DMS).

RELEVANT EXPERIENCE

Senior Management and Data Oversight (October 2018–Present) Florida | Hurricane Michael Program Management

Hurricane Michael impacted the Florida panhandle region as a Category 5 hurricane. Mr. Yao currently provides senior management and data oversight for multiple projects in Florida including the cities of Lynn Haven, Springfield, and Callaway. Recovery efforts include private property debris removal and structural demolitions.

Senior Management and Data Oversight (August 2017–April 2018) City of Houston, Texas | Hurricane Harvey Program Management

The southwest region of Texas was substantially impacted by Hurricane Harvey and the torrential rainfall amounts the system brought to the region. The City of Houston activated the monitoring and program management services of Tetra Tech. Mr. Yao provided senior management and data oversight to the project. To date, over 1.2 million cubic yards of debris have been collected in the City as a result of Hurricane Harvey.

Senior Management and Data Oversight (May 2015–July 2015) Hays County; Caldwell County; City of Houston, Texas | Severe Storms, Tornadoes, Straight-Line Winds, and Flooding Program Management

The jurisdictions of Hays County, Caldwell County, and the City of Houston were among the many Texas communities impacted by the torrential rainfall in May of 2015. Tetra Tech was activated by the aforementioned communities to provide program management and disaster debris monitoring services. Mr. Yao served as a senior management and data oversight manager for the Texas projects. He supported the projects by developing health and safety

YEARS OF EXPERIENCE

13

AREA OF EXPERTISE

- FEMA Reimbursement and Audit Support
- Disaster Debris Management
- Data Management
- FEMA-Compliant Disaster Planning
- RecoveryTrac™ ADMS
- Emergency Management Planning

GRANT EXPERIENCE

- FEMA PA

DISASTERS

- 4337 FL Hurricane Irma
- 4332 TX Hurricane Harvey
- 4283 FL Hurricane Matthew
- 4240 CA Valley Fire
- 4223 TX Flooding
- 4166 SC Winter Storm
- 4145 CO Flooding
- 4155 SD Winter Storm
- 4145 CO Flooding
- 4086 Hurricane Sandy
- 4080 Hurricane Isaac
- 4029 TX Wildfires
- 4024 Hurricane Irene
- 1791 Hurricane Ike
- 1786 Hurricane Gustav
- 1780 Hurricane Dolly
- 1679 Tornadoes
- 1676 MO Winter Storms
- 1665 NY Snowstorm
- 1603 Hurricane Katrina

EDUCATION

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

Rollins College
Bachelor of Arts, Economics, 2003

plans and verifying the projects met the project operations, timeline, deliverable, and budget standards for Tetra Tech.

Senior Management and Data Oversight (February 2014–June 2014)

South Carolina | Winter Storm Pax Disaster Debris Program Management

The jurisdictions of Colleton County, SC; City of Sumter, SC; Sumter County, SC; Dorchester County, SC; and Barnwell County, SC were significantly impacted by Winter Storm Pax. Mr. Yao provided senior management and data oversight to the project managers assigned to the South Carolina projects. With Mr. Yao's support the projects met Tetra Tech standards for project operations, timelines, deliverables, and budgets.

Data Manager (April 2013–August 2013)

City of Sioux Falls, South Dakota | Severe Winter Storm Debris Program Management

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

Senior Oversight (September 2011–August 2013)

Bastrop County, Texas | Wildfire Disaster Program Management

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

Regional Data Manager (October 2012–December 2012)

State of Connecticut | Hurricane Sandy Disaster Debris Program Management

Following Hurricane Sandy, Mr. Yao served as the regional operations manager for the State of Connecticut. In this role, he oversaw data management and field operations for the statewide operation that cleared and collected debris from the right-of-way through the impacted region following the storm's path.

Data Manager (September 2008–September 2011)

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

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

Data Manager (September 2008–October 2009)

Harris County, Texas | Hurricane Ike Disaster Debris Program Management

To assist Harris County with response and recovery efforts following Hurricane Ike, Mr. Yao managed contractor invoice reconciliation and data management activities related to PA-eligible work. He also provided Harris County with audit support during the Texas Division of Emergency Management audit.



Jeffrey Dickerson Technical Applications Manager, GIS Analyst

EXPERIENCE SUMMARY

Mr. Jeffrey Dickerson has more than 30 years of experience in program management, with extensive experience in technical organizational management, training, and readiness exercises. He is a military veteran with skills in leadership, training, and personnel development. As the Technical Applications Manager, Mr. Dickerson is responsible for the planning, development, deployment of technical applications supporting emergency response operations for the firm.

Mr. Dickerson has extensive experience in process improvement and application of advanced technology to boost efficiency post-disaster field and data operations. He recently presented at the National Hurricane Conference on the use and application of technology to improve disaster response cost efficiency.

Mr. Dickerson has led the development and support of Tetra Tech's automated debris management system (ADMS), RecoveryTrac™. As one of only three systems validated by the USACE, it is the preferred provider by the USACE debris contractors, providing ADMS services to 6 of 8 USACE districts globally. RecoveryTrac's flexibility and GIS capabilities provide best-in-class reporting and analysis tools. Additionally, RecoveryTrac's web-based data feeds enable direct integration into client GIS and emergency management systems.

RELEVANT EXPERIENCE

GIS/ADMS Applications Manager (October 2017–July 2018) Sonoma, Napa, Lake and Mendocino Counties, CA | Wildfire Disaster Debris Private Property Debris Removal (PPDR) Program Management

As part of a FEMA-Army Corps of Engineers (ACE) contractor team, Mr. Dickerson supported the deployment and data management of the ACE compliant ADMS and GIS technologies to automate documentation of the private property hazard removal and fire debris removal mission. Mission assignment also included site assessment and environmental remediation sampling. To date, over 3,450 properties have been assessed, sampled and fire debris removed generating nearly 761,000 tons of debris. Advanced GIS mapping, document, and data analysis portals were used extensively to document FEMA, ACE, and California environmental requirements.

Lead Field Manager (November 2017– March 2018) U.S. Virgin Islands | Hurricane Maria

Following the destruction caused by Hurricane Maria, the U.S. Army Corps of Engineers (USACE) was tasked with the mission to remove and dispose of disaster debris. Tetra Tech was contracted by one of the USACE awarded contractors to provide ADMS management and documentation of debris removal activities. Mr. Dickerson served as Lead Field Manager and was responsible for the management and implementation of RecoveryTrac™ to

YEARS OF EXPERIENCE

30+

AREA OF EXPERTISE

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

TRAINING/CERTIFICATIONS

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

DISASTERS

- 4340 Hurricane Maria
- 4240 CA Wildfires
- 4223 TX Flooding
- 4166 SC Winter Storm
- 4165 GA Winter Storm
- 4145 CO Flooding
- 4115 SD Winter Storm
- 4087 Hurricane Sandy
- 4084 Hurricane Isaac
- 4029 TX Wildfires
- 4024 Hurricane Irene
- 4106 CT Winter Storm
- 1791 Hurricane Ike
- 1609 Hurricane Wilma
- 1602 Hurricane Katrina

EDUCATION

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

Résumé

Jeffrey Dickerson, Technical Applications Manager

document debris removal efforts.

Deputy Project Manager (May 2017–October 2017)

State of Louisiana, Restore Louisiana (ReLa) Program

Mr. Dickerson managed the HUD-mandated environmental reviews (Tier II Site Specific Reviews) in accordance with 24 CFR Part 58 and the current Restore Louisiana Program Environmental Review (Tier II) Procedures for over 10,000 flood damaged properties.

ADMS and Logistics Manager (May 2015–August 2015)

State of Texas | Severe Flooding Debris and Hazard Removal Program Management

Mr. Dickerson managed the logistics and deployment of staff equipment and supplies as well as ADMS technology to 10 county and local clients in a multi-jurisdiction activation, including over 135 handheld devices removing 325,000 cubic yards of flood and household debris. Advanced GIS web services and data information portals were used extensively in managing the hazardous material pickups, road pass clearance, and public information applications.

GIS/ADMS Application Manager (February 2014–June 2014)

States of Georgia and South Carolina | Winter Storm Pax Disaster Debris Program Management

Mr. Dickerson managed the logistics and deployment of ADMS technology to seven county and local clients in a multi-state activation, including over 265 handheld devices for over 110,000 hazardous limb and tree removals and over 1,000,000 cubic yards of debris. Advanced GIS web services and data analysis portals were used extensively in managing the projects and public information applications.

ADMS Application Manager (October 2013–December 2013)

City of Rapid City, South Dakota | Severe Winter Storm Disaster Debris Program Management

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

Logistics and Network Operations Manager (October 2011–March 2012)

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

Following a severe winter storm, Mr. Dickerson managed the logistics and network infrastructure to support the project work for over 11 state, county, and local clients. His responsibilities included coordinating logistics activities and supporting and developing custom data and mapping applications.

Data Operations Manager (September 2008–September 2011)

City of Houston and Harris County, Texas | Hurricane Ike Debris Removal Monitoring

Following Hurricane Ike, Mr. Dickerson provided IT and logistics support to the City of Houston and Harris County. His responsibilities included IT site support, system setup, end-user training, equipment rentals, and supply distribution.



Will Barton

Project Manager

EXPERIENCE SUMMARY

Mr. Will Barton is a trained project manager for Tetra Tech who has served on various projects throughout the country in recent years. Through his work at Tetra Tech, Mr. Barton has developed an extensive understanding of federal, state, and local regulations, protocols, processes, and guidance with respect to homeland security response, and recovery. Mr. Barton is also a trusted Information Security Advisor and Information Technology Executive, with 15+ years' experience in both the enterprise and financial institution space. He has excellent team building skills, and knowledge of FFIEC and HIPPA regulations as they pertain to security compliance.

RELEVANT EXPERIENCE

Project Manager (August 2020 – Present)

City of Lake Charles, LA | Hurricane Laura

The City of Lake Charles took the heaviest impact of Hurricane Laura. As Project Manager, Mr. Barton's responsibilities included serving as a client liaison, and coordinating with the City's debris hauling contractor. Mr. Barton also managed all field operations including staff hiring, training and scheduling, truck certification, debris collection and disposal monitoring and public communication. To date, Tetra Tech has monitored the removal of over 3,300,000 cubic yards of debris.

Project Manager (September 2019 – November 2019)

Jefferson County, TX | Tropical Storm Imelda

Tropical Storm Imelda, one of the wettest cyclones to make landfall in the continental United States, made landfall just south Jefferson County, Texas in late September 2019 bringing with it rainfall totals that some areas of the County had never experienced before. Tetra Tech was activated to monitor and document the removal and disposal of storm generated debris from some of the Counties heaviest hit areas. Mr. Barton served as Tetra Tech Project Manager for this effort. Mr. Barton's responsibilities included liaising with County Emergency Management Staff, County Commissioners and the County's debris hauling contractor. Mr. Barton also managed all field operations including staff hiring, training and scheduling, truck Certification, debris collection and disposal monitoring and public communication.

Operations Section Chief (January 2019-September 2019)

Camp Fire, CA – CalRecycle

Mr. Barton served as an Operations Section Chief for the largest wildfire in California State History. In his role as Operations Section Chief, Mr. Barton served as a conduit between State agencies, Tetra Tech and Debris Removal Contractors. Mr. Barton had purview over the day-to-day activities of 150 employees and oversaw the management and documentation from the safe and eligible remediation of 3500 fire damaged and destroyed properties.

YEARS OF EXPERIENCE

5 years in debris monitoring
15 years total

AREA OF EXPERTISE

- Disaster Debris Management
- Right-of-Way Debris Removal
- FEMA Compliance Monitoring
- Supervision of Field Operations
- Risk Management
- Regulatory Compliance

DISASTERS

- Hurricane Laura
- Tropical Storm Imelda
- Camp Fire
- Hurricane Irma
- Hurricane Matthew
- Erskine Wildfire
- 2016 Louisiana Flooding

EDUCATION

Louisiana State University
B.S., Business
Administration

TRAINING/CERTIFICATIONS

- OSHA 40-Hour HAZWOPER

Field Project Manager (November 2018-December 2018)**Early County, Georgia – United States Army Corps of Engineers (USACE)**

Mr. Barton served as a lead field project manager for the Early County, Georgia USACE mission to remove debris that was a result of Hurricane Michael in the State of Georgia. He was responsible for the field supervisor, dispatch, and quality assurance/quality control of field quality control monitors that documented debris removal efforts.

Deputy Operations Section Chief (September 2018 - November 2018)**Carr Fire, CA – CalRecycle**

Mr. Barton is currently serves as a Deputy Operations Section Chief supporting the oversight of debris removal from nearly 1300 structures following the September 2018 Carr Fire in Shasta County, CA.

Project Manager (May 2018 – September 2018)**Collier County, FL | Hurricane Irma**

In May of 2018, Mr. Barton served as the project manager for a Collier County waterways debris removal program to address debris in waterways that was a result of Hurricane Irma.

Lead Field Manager (November 2017 – February 2018)**Sonoma County, CA | NORCAL Fires**

In October of 2017, more than 250 wildfires erupted and burned throughout Northern California (NORCAL). Due to the scale and severity of the fires, the United States Army Corps of Engineers (USACE) was tasked with the assignment of the debris removal mission. USACE selected three prime contractors to work in the three fire damaged regions and Tetra Tech provided the documentations services for all three contractors. Mr. Barton served as a Lead Field Manager for the northern region and was responsible for the management and implementation of RecoveryTrac™ Automated Debris Management System (ADMS) to document debris removal efforts. He worked closely with our southern region, Lead Field Manager, Mr. Charles Cabrera to oversee field operations.

Regional Project Manager (August 2017 – November 2017)**Broward County | Hurricane Irma**

Eight contracts were activated throughout Broward County following Hurricane Irma. Mr. Barton was assigned to the region to oversee the project managers and their programs. As the senior manager overseeing debris removal operations that spanned a region of over 1 million residents, Mr. Barton's primary responsibilities included overseeing 16 separate debris hauling contracts, proper segregation at disposal sites used by multiple municipalities, data and reporting integrity, staffing and training.

Operations Manager (2016 – 2017)**Hilton Head Island, South Carolina | Hurricane Matthew**

In October 2016, the Town took a serious blow as the eye of Hurricane Matthew passed 20 miles to the east. Hurricane Matthew's heavy rains caused power outages, flooding, and extensive damage making parts of the island inaccessible by vehicle. Among many tasks, Mr. Barton is responsible for verifying that monitors retain their training and will respond to issues as they arrive in the field, as well as the management of locally hired additional supervisors and field monitors, project timeline, traffic control, and current tasking. **Mr. Barton oversaw the removal of over 2.1 million cubic yards of debris.**

Data Manager (2016)**Ascension Parish, Louisiana | Severe Storms and Flooding**

Prolonged rainfall in southern Louisiana resulted in catastrophic flooding that submerged thousands of houses and businesses. As data manager, Mr. Barton was responsible for reporting and quality assurance/quality control of all automated debris management system (ADMS) documentation in the field along with storing the documentation in preparation for future audits. Mr. Barton was responsible for validating documentation and metrics being reported as accurate and on-schedule.



Hal Helterhoff

Operations Manager

EXPERIENCE SUMMARY

Mr. Helterhoff is an experienced disaster recovery professional and has served as a project manager, operations manager, and field supervisor for multiple hurricanes and various other projects for Tetra Tech. Mr. Helterhoff has been a key member of some of Tetra Tech's largest fire and hurricane response teams in recent history, serving in the field for the Camp Fire response as a Task Force Leader and Division Supervisor for debris removal and asbestos abatement teams. He also assisted with environmental soil sampling during the Camp Fire response.

In addition to his field work, Mr. Helterhoff has also worked for Tetra Tech as a project manager, public liaison, and site inspector during our Rebuild Florida housing engagement. For our Puerto Rico Department of Housing grant program, he serves as the project manager for the damage assessment team, and assists the environmental team with routing and scheduling of the inspections. Mr. Helterhoff has also traveled to Houston, TX to train local staff on how to perform damage assessments and environmental inspections for the TX Community Development Block Grant (CDBG) Disaster Recovery program. He also provides ongoing support for our management, recruiting, and operations teams with various project needs.

RELEVANT EXPERIENCE

Project Manager (February 2020 - Present)
Puerto Rico Department of Housing | CDBG - Hurricanes Irma and Maria
In February of 2020, Mr. Helterhoff was deployed to Puerto Rico as the project manager for our damage assessment inspections for our grant program assistance after Hurricanes Irma and Maria. His responsibilities include staff training and scheduling, routing and scheduling of inspections, performing inspections, quality control (QC) of daily inspections, management of project data, and ensuring that project staff adhered to Tetra Tech's project specific health and safety plan. Mr. Helterhoff continues to support the environmental project manager with routing and scheduling, and management of project data.

Field Supervisor (May 2020)
Chattanooga, TN | April Severe Storms, Tornadoes
Mr. Helterhoff was deployed to Tennessee to support our response to the tornadoes that devastated the areas in and around Chattanooga, TN. He served in the position of field supervisor where he oversaw staff training, disposal site operations, debris removal staff, and field data quality control.

Project Manager (August 2019 – May 2020)
Lakeland, FL | Rebuild Florida CDBG – Hurricane Irma
Mr. Helterhoff returned to Florida to support our inspection effort for the Rebuild Florida grant program, performing damage assessments and environmental inspections. He was promoted to serve as the project manager

YEARS OF EXPERIENCE

3.5 years

AREA OF EXPERTISE

- Project Management
- Scheduling and routing
- Disaster Debris Management
- Right-of-Entry
- Monitor Training
- Monitor Dispatch
- Right-of-Way Debris Removal
- Disposal Operations
- Field Operations
- Quality Assurance/Quality Control
- Demolition Operations

TRAINING/CERTIFICATIONS

- 40-Hour HAZWOPER

for our inspection work for the Rebuild Florida CDBG program. His responsibilities include oversight, scheduling, training, QC of daily work, maintaining supply levels to meet inspector's needs, management of staff, and data management and reporting. He oversees staff including damage assessment and environmental inspectors, and lead paint assessors. He is also responsible for contacting all property owners to schedule inspections.

Division Supervisor (January 2019 - August 2019)

Paradise, CA | CalRecycle - Camp Fire Incident

Mr. Helterhoff was deployed to Paradise, CA in our response to the devastating Camp Fire in Butte County, CA. Mr. Helterhoff served as a task force leader over debris removal crews, chimney tipping crews, asbestos abatement teams, and also assisted our truck certification team. He also worked as a member of our environmental soil sampling teams. He was promoted to serve as a division supervisor, which included management of task force leaders that were assigned to monitor and document debris removal efforts. He was responsible for field oversight, upward reporting, Quality Assurance (QA)/QC, health and safety, and field documentation.

Project Manager (September 2018 – December 2018)

North Topsail Beach, NC | Hurricane Florence

In September of 2018, Mr. Helterhoff was activated to support our response in North Carolina to Hurricane Florence. In North Topsail Beach, he initially served as the operations manager. Then after a couple of weeks as project manager, where he oversaw staff training, disposal site operations, debris removal staff, field data QC, and scheduling of staff. As project manager, he was responsible for coordination of debris removal efforts with the contractor's representative, and served as the Tetra Tech liaison with the town government representatives.

Field Supervisor (September 2017- January 2018)

City of Tampa, Florida | Hurricane Irma

Mr. Helterhoff joined Tetra Tech during our engagement with the City of Tampa following the impact of Hurricane Irma on the Florida Gulf Coast. Mr. Helterhoff quickly became a valued member of our team and was rapidly promoted to the position of field supervisor, where he oversaw staff training, disposal site operations, debris removal staff, and field data QC.



Joe Benarroch
Data Manager

EXPERIENCE SUMMARY

Mr. Benarroch is a regional data manager and invoice reconciliation manager for Tetra Tech, Inc. As a regional manager Mr. Benarroch is responsible for oversight and management of field data managers and invoice analysts. His areas of expertise include Federal Emergency Management Agency (FEMA) eligibility and documentation requirements, private property debris removal packet management, database management, and project reporting.

Mr. Benarroch also has an in-depth understanding of our Automated Debris Management System (ADMS) RecoveryTrac™. As such he can support the implementation of ADMS in the field as well as establish quality assurance and project reporting.

FEATURED RELEVANT EXPERIENCE

Invoice Reconciliation Manager (January 2019-Present)
CalRecycle | Camp Fire

Mr. Benarroch currently serves as the invoice reconciliation manager for the Camp Fire incident. He provides oversight, quality control, and guidance for the invoice reconciliation leads for each of the three prime debris removal contractors.

Regional Data Manager (October 2018-Present)
State of Florida | Hurricane Michael

Hurricane Michael made landfill in the Florida panhandle as a strong Category 4 hurricane. It caused unrepresented damage. Tetra Tech was activated by six clients ranging from the City of Lynn Haven to Wakulla County, Florida. Mr. Benarroch served regional data manager providing QA/QC of project deliverables and reporting. He also served as the invoice reconciliation manager where he oversaw invoice analyst reconciling over \$25 million in reimbursable contractor debris removal services.

Regional Data Manager (September 2018- October 2018)
State of North Carolina | Hurricane Florence

Mr. Benarroch was deployed to North Carolina following Hurricane Florence. He served as a regional data manager overseeing multiple data managers assigned to projects in the State. Mr. Benarroch also served as an invoice reconciliation manager where he oversaw invoice analyst reconciling over \$13 million in reimbursable contractor debris removal services.

Regional Data Manager (June 2018-August 2018)
State of Connecticut | Connecticut Severe Storms, Tornadoes, and Straight-line Winds Debris Program Management

Following the aftermath of a series of macrobursts that struck the towns of Brookfield, Danbury, New Fairfield, and Southbury, Mr. Benarroch was tasked as the regional data manager to oversee the daily operations and collection of real-time data. Mr. Benarroch supports the implementations of our ADMS

YEARS OF EXPERIENCE

4 years

AREA OF EXPERTISE

- FEMA Compliance Monitoring
- FEMA Reimbursement
- Reimbursement Policies and Procedures
- Data Management
- Invoice Reconciliation
- Database Systems

GRANT EXPERIENCE

- FEMA PA

DISASTERS

- 4399 Hurricane Michael
- 4393 Hurricane Florence
- 4385 Connecticut Severe Storms
- 4337 Hurricane Irma
- 4332 Hurricane Harvey
- 4283 Hurricane Matthew
- 4297 Georgia Severe Storms, Tornadoes, and Straight-line Winds
- 4240 Valley & Butte Fire
- 4106 Winter Storm Alfred PW Closeout

EDUCATION

University of Central Florida
Bachelor of Science, Applied Mathematics, 2016

technology from the creation of the project within our database to the day-to-day use by our field monitoring staff. Quality assurance (QA) and quality control (QC) procedures are supported remotely through custom reporting services. Mr. Benarroch further aides in hauler invoice reconciliation and compliance management against contract documentation.

Senior Data Manager (May 2018-Current)

Collier County, FL | Hurricane Irma Waterway Disaster Debris Removal Program

Mr. Benarroch has been tasked as the senior data manager overseeing the Collier County, FL waterway disaster debris removal program. Mr. Benarroch is responsible for the supervision and inspection of all collected documentation, such as the eligibility of photos against contract requirements, GIS mapping of waterways, and remote database management. In addition, Mr. Benarroch is responsible for all hauler invoice reconciliation and compliance management to contract documentation.

Regional Data Manager (September 2017-August 2018)

State of Florida | Hurricane Irma | Disaster Debris Program Management

Following the aftermath of Hurricane Irma, Mr. Benarroch was deployed as a regional data manager to oversee the daily data operations of the South Florida projects including the Florida Keys and Miami-Dade County. Mr. Benarroch supported the implementation of our ADMS technology through all phases of operations over multiple projects across the region. Mr. Benarroch aided in FEMA compliance management, including QA/QC of right-of-way load collection, and managing the documentation for all hazardous tree and hanger removal for the various programs. Mr. Benarroch was also heavily involved in the hauler invoice reconciliation and project data close out to validate the clients received the proper data and documentation to satisfy all FEMA requirements.

Regional Data Manager (August 2017-June 2018)

State of Texas | Hurricane Harvey | Disaster Debris Program Management

Mr. Benarroch was deployed as a regional data manager following the aftermath of Hurricane Harvey. Mr. Benarroch supported the implementation of our ADMS technology through all phases of operations over multiple projects across the state. Mr. Benarroch aided in FEMA compliance management, including QA/QC of right-of-way load collection. In addition, Mr. Benarroch took on the responsibility of training and establishing local data managers across the state to oversee individual projects. Mr. Benarroch was also involved in the hauler invoice reconciliation and project data close out to validate the clients received the proper data and documentation to satisfy all FEMA requirements.

Financial Recovery Specialist (April 2017–September 2017)

State of Connecticut | Winter Storm Alfred Project Worksheet Management and Closeout

Mr. Benarroch served as the financial recovery specialist during the final FEMA-PA project worksheet (PW) management and closeout resulting from Winter Storm Alfred. He was responsible for the project cost reconciliation of the invoice totals to the totals listed within the PW. The cost analysis involved a detailed review of all force account labor, force account equipment, and contractor backup provided during the FEMA-PA PW write up. Eligibility for both FEMA and the Federal Highway Administration were reviewed for compliance and accuracy. Mr. Benarroch also created and implemented custom reports and documentation for use during the PW closeout.

Data Manager (February 2017 - June 2017)

Dougherty County, Georgia | Georgia Severe Storms, Tornadoes, and Straight-line Winds Debris Removal Program Management

Mr. Benarroch was essential to the Dougherty County debris removal program as a data manager. Mr. Benarroch offered remote support and was heavily involved in the QA/QC checks to validate the client received the proper data and documentation to satisfy all FEMA requirements. These checks involved in-depth reviews of GIS collected data for both load collection and hazardous tree and hanger removal tickets and the managing of physical and digital documentation.



Paris Atkinson Billing/Invoice Analyst

EXPERIENCE SUMMARY

Ms. Paris Atkinson is a senior data manager and billing/invoice analyst, where her responsibilities include data management, management of monitoring documentation for the Federal Emergency Management Agency (FEMA), invoice reconciliation, and the use of our automated debris management system (ADMS). She has extensive experience on all aspects of program data management up to and including project closeout and post-closeout audit support. Ms. Atkinson possesses knowledge and understanding of federal grant programs, including the Federal Highway Administration (FHWA) Emergency Relief (ER) Program and FEMA Public Assistance (PA) Program.

FEATURED RELEVANT EXPERIENCE

Finance & Administration Chief (Ongoing) Camp Wildfire (Butte County) | CalRecycle

The Camp Wildfire was the most destructive fire in California history. As Finance and Administration Chief, Ms. Atkinson provides guidance and management on all of the financial and cost analysis and cost efficiency aspects of the tree removal operations. She is responsible for reviewing auditing invoices to ensure that they are accurate, defensible, and reimbursable by the state and federal (if applicable) agencies supplying disaster relief funding. In total, Ms. Atkinson has managed the data associated with over 1.5 million tickets.

Regional Project Manager (November 2018 – January 2019) State of Georgia – United States Army Corps of Engineers (USACE)

Ms. Atkinson is currently serving as the overall regional data manager for the USACE mission to remove debris that was a result of Hurricane Michael in the State of Georgia. She oversees the regional data manager from the northern, central, and southern regions and provide senior leadership and oversight.

Regional Data Manager (September 2017-August 2018) State of Florida | Hurricane Irma | Disaster Debris Program Management

Hurricane Irma impacted almost the entire state of Florida. As such, Tetra Tech managed numerous program management and monitoring projects throughout the state. Ms. Atkinson served as a regional data manager and oversaw daily data and invoice reconciliation operations of projects throughout Florida including Hillsborough County, Polk County, Miami-Dade County and Orange County. Ms. Atkinson provided senior level leadership and guidance to field data managers including FEMA compliance management, QA/QC of collection data, and the management and documentation of specialized programs such as hazardous tree and hanger

YEARS OF EXPERIENCE

13 Years

AREA OF EXPERTISE

- FEMA Reimbursement and Audit Support
- Reimbursement Policies and Procedures
- RecoveryTrac™ ADMS
- Data Management
- Debris Monitoring Compliance
- Invoice Reconciliation
- Geospatial Analysis

GRANT EXPERIENCE

- FEMA PA
- FHWA ER

DISASTERS

- 4337 Hurricane Irma
- 4332 Hurricane Harvey
- 4283 Hurricane Matthew
- Collier County FL Severe Storms
- 4269 TX Flooding
- 4240 CA Valley Fire
- 4223 TX Flooding
- 4166 SC Winter Storm
- 4165 GA Winter Storm
- 4145 CO Flooding
- 4087 Hurricane Sandy
- 4080 Hurricane Isaac
- 4046 CT Winter Storm
- 4029 TX Wildfires
- 3268 NY Snowstorm
- 1609 Hurricane Wilma

EDUCATION

University of Florida
Bachelor of Science,
Psychology, 2005

Résumé

Paris Atkinson, Billing/Invoice Analyst

removal. Ms. Atkinson also managed a team of invoice reconcilers who reviewed and submitted reconciled hauler invoices to clients.

Regional Data Manager (August 2017-June 2018)

State of Texas | Hurricane Harvey | Disaster Debris Program Management

Mr. Atkinson served as a regional data manager following the aftermath of Hurricane Harvey. She provided senior level leadership and guidance to field project managers. Ms. Atkinson verified field data managers followed standard operating procedures to manage and report debris collection statistics and progress. Ms. Atkinson also managed a team of invoice reconcilers that reviewed and submitted reconciled hauler invoices to Tetra Tech's Texas clients.

Regional Data Manager (September 2016-June 2017)

State of Florida | Hurricane Matthew | Disaster Debris Program Management

Ms. Atkinson served as a regional data manager and provided senior level leadership and guidance to field project managers. Hurricane Matthew primarily impacted Florida's east coast communities such as Volusia, Flagler, and St. John's County. Ms. Atkinson also performed quality assurance checks on field data managers to verify proper project reporting and data management. Ms. Atkinson also led a team of reconcilers to review and process debris hauler invoices for submission to Tetra Tech's Florida clients.

Billing/Invoice Analyst (May 2015 – October 2015)

City of Houston, Texas | Severe Storms and Flooding Disaster Debris Program Management

Ms. Atkinson served as billing/invoice analyst for the City of Houston, Texas following severe storms and flooding that resulted in 300,000 cubic yards of disaster debris in the City. Ms. Atkinson worked alongside the data manager of the FEMA funded destruction relief program for the City, and also assisted with the daily input of collection logs and data documentation.

Senior Data Manager (January 2016–February 2016)

Collier County, Florida | Severe Storm and Straight-Line Wind Debris Program Management

Collier County, FL was impacted in January by a severe storm with measured winds as high as 83 mph. The storm caused significant arboreal damage to the County, so much so that the County chose to activate their disaster debris removal contractors and Tetra Tech. Ms. Atkinson provided program management and debris monitoring services to the County, which included ADMS technology implementation, quality assurance (QA)/quality control (QC) of data, multiple reporting functions, management of debris pile reported data and citizen concerns, contractor reconciliation and invoicing, and final project closeout.

Data Manager (February 2014–July 2014)

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

Ms. Atkinson served as data manager for six municipalities in the states of South Carolina and Georgia following Winter Storm Pax. Ms. Atkinson was responsible for managing invoice reconciliation with the debris contractor; managing the data team in the field; providing FEMA compliance management, including QA/ QC of right-of-way load collection; and managing the documentation for all hazardous tree and hanger removal. Ms. Atkinson also provided ADMS and database support for all staff members.

Operations Manager and Data Manager (February 2006–August 2006)

Collier County, Florida | Hurricane Wilma Disaster Waterways Debris Removal Program Management

Ms. Atkinson served as operations manager and data manager for Collier County, Florida, following Hurricane Wilma, where she was responsible for the supervision, support, and evaluation of field staff; documentation compliance; and ensuring waterway debris removal was compliant with Natural Resources Conservation Service contract specifications. Ms. Atkinson also developed standard operating procedures specific to the waterway debris removal project.



Allison McLeary

Grant Management Consultant

EXPERIENCE SUMMARY

Ms. Allison McLeary is an experienced emergency response and recovery executive with a demonstrated history of building meaningful relationships across all levels of government. She is a steadfast advisor in planning for, responding to, and recovering from challenges and disasters. Ms. Leary serves as director of disaster recovery programs where she applies her FEMA and HUD policy expertise to ensure procedural and data compliance for a multitude of post-disaster programs, including debris monitoring, FEMA Public Assistance, and CARES/CRF funding.

RELEVANT EXPERIENCE

Director of Disaster Recovery Programs (March 2021 – Present) **Tetra Tech, Inc.**

Ms. McLeary serves as Director of Disaster Recovery Programs, providing policy guidance and program support. Ms. McLeary is an expert in FEMA policies, building and maintaining relationships with FEMA representatives. She analyzes policy and provides policy guidance to clients. She supports the Tetra Tech team to build programs that align with federal expectations and comply with client/federal requirements. She maximizes operational efficiencies by analyzing individual projects with a holistic lens, leveraging best practices from Tetra Tech debris management operations throughout the Nation. Additionally, Ms. McLeary coordinates relationships with funding agencies and local partners to streamline project operations.

Recovery Bureau Chief (March 2020 – February 2021) **Compliance and Appeals Officer (December 2018-February 2020)** **Florida Division of Emergency Management**

- Administered all FEMA Stafford Act programs for the State of Florida (\$9.8+ Billion over 26 federally declared events under management)
- Validated and Paid through FDEM an unprecedented \$4.1 Billion in Recovery funds in the period January 2019-February 2021, including \$2.7 Billion in PA and over \$300 Million in USDA Agriculture Recovery Block Grants
- Developed and implemented the State strategy for \$1.275 Billion in CARES-Coronavirus Relief Fund payments to 55 medium and small counties. (\$1.07 Billion validated and paid June 2020-February 2021)
- Served as Alternate Governor's Authorized Representative and Deputy State Coordinating Officer for all FEMA declared events in Florida
- Created a comprehensive FEMA PA Compliance program, including risk assessments, monitoring, and technical assistance and programmatic guidance tailored to address specific compliance risks

Recovery Legal Counsel (January 2017 – November 2018) **Louisiana Governor's Office of Homeland Security and Emergency Preparedness**

YEARS OF EXPERIENCE

18 years

AREA OF EXPERTISE

- Disaster Response & Recovery
- Grant Administration
- Stafford Act Compliance
- Alternative Procedures

GRANT EXPERIENCE

- FEMA Public Assistance
- CARES Act
- USDA Agriculture Recovery Block Grants
- HUD CDBG

EDUCATION

Auburn University, Bachelor of Arts, March 2000

Louisiana State University- Paul M. Hebert Law Center, Juris Doctorate, May 2004

Louisiana State University- Paul M. Hebert Law Center, Bachelor of Civil Law, May 2004

Résumé

Allison McLeary, Grant Management Consultant

- Served as Recovery counsel- advising on all matters of emergency management and whole community Recovery
 - Programs included FEMA/Stafford Act programs and HUD-Community Development Block Grants (CDBG-DR)
- Audit liaison to US Department of Homeland Security- Office of Inspector General and FEMA
- Developed and delivered a comprehensive outreach and education technical assistance strategy to grant subrecipients in Louisiana

FirstNet Program Manager (February 2015 – January 2017)

Louisiana Division of Administration, Office of Technology Services

- Oversaw a team effort to identify needs, perform gap analyses, and plan for the buildout of the State's portion of the Nationwide Broadband network, known as FirstNet.
- Identified the needs and expectations of the State's 62,000+ first responders and worked with the US Department of Commerce and the FirstNet Authority to include those inputs in the \$7 Billion RFP for the buildout and operation of the FirstNet network.

State Police Legal Counsel (August 2003 – May 2013)

Louisiana Department of Public Safety and Corrections, Louisiana State Police, Office of Legal Affairs

- Counsel to State Police on matters of policy, operations, public records law, personnel management, emergency management/crisis response, and investigations
- Advised the State Police through the buildout of the LWIN Statewide radio network, currently with over 99,000 users and statewide coverage, including tower and backhaul buildout
- Served as legislative liaison and helped draft numerous bills and testified in committee on several measures including revisions to the electronic surveillance framework and the regulation of private security.
- Represented the Louisiana Oil Spill Coordinator's Office and was assigned Attorney Supervisor throughout the response to the Deepwater Horizon event
 - Led a multi-agency team of in house, state agency lawyers in the early days of the disaster
 - Coordinated efforts among state agency counsel to ensure that necessary inputs needed for the response, damage assessment and claims under the Oil Pollution Act of 1990, Clean Water Act and other applicable federal and state laws were supported.



Oliver Yao

Senior Management Team, QA/QC Specialist

EXPERIENCE SUMMARY

Mr. Oliver Yao is part of the Senior Management Team and serves as a financial analyst for post disaster program. Mr. Yao has over 13 years of industry experience in the four phases of emergency management: preparedness, response, recovery, and mitigation. In addition, Mr. Yao has supported response efforts to some of the largest disasters to affect the United States, including Hurricanes Katrina and Ike. Due to his experience, Mr. Yao also has unique knowledge and understanding of federal grant programs and the documentation requirements. This knowledge and experience has aided Mr. Yao in developing and implementing standard operating procedures (SOP) for documentation and data management that assist our clients during closeout and audit.

This knowledge and experience has aided Mr. Yao in providing local governments across the country with debris management consulting services such as the development of disaster debris management plans (DDMPs), the procurement of debris removal contractors, and the evaluation of debris management sites (DMS).

RELEVANT EXPERIENCE

- Senior Management and Data Oversight (October 2018–Present)

Florida | Hurricane Michael Program Management

Hurricane Michael impacted the Florida panhandle region as a Category 5 hurricane. Mr. Yao currently provides senior management and data oversight for multiple projects in Florida including the cities of Lynn Haven, Springfield, and Callaway. Recovery efforts include private property debris removal and structural demolitions.
- Senior Management and Data Oversight (August 2017–April 2018)

City of Houston, Texas | Hurricane Harvey Program Management

The southwest region of Texas was substantially impacted by Hurricane Harvey and the torrential rainfall amounts the system brought to the region. The City of Houston activated the monitoring and program management services of Tetra Tech. Mr. Yao provided senior management and data oversight to the project. To date, over 1.2 million cubic yards of debris have been collected in the City as a result of Hurricane Harvey.
- Senior Management and Data Oversight (May 2015–July 2015)

Hays County; Caldwell County; City of Houston, Texas | Severe Storms, Tornadoes, Straight-Line Winds, and Flooding Program Management

The jurisdictions of Hays County, Caldwell County, and the City of Houston were among the many Texas communities impacted by the torrential rainfall in May of 2015. Tetra Tech was activated by the aforementioned communities to provide program management and disaster debris monitoring services. Mr. Yao served as a senior management and data oversight manager for the Texas projects. He supported the projects by developing health and safety

YEARS OF EXPERIENCE

15

AREA OF EXPERTISE

- FEMA Reimbursement and Audit Support
- Disaster Debris Management
- Data Management
- FEMA-Compliant Disaster Planning
- RecoveryTrac™ ADMS
- Emergency Management Planning

GRANT EXPERIENCE

- FEMA PA

DISASTERS

- 4337 FL Hurricane Irma
- 4332 TX Hurricane Harvey
- 4283 FL Hurricane Matthew
- 4240 CA Valley Fire
- 4223 TX Flooding
- 4166 SC Winter Storm
- 4145 CO Flooding
- 4155 SD Winter Storm
- 4145 CO Flooding
- 4086 Hurricane Sandy
- 4080 Hurricane Isaac
- 4029 TX Wildfires
- 4024 Hurricane Irene
- 1791 Hurricane Ike
- 1786 Hurricane Gustav
- 1780 Hurricane Dolly
- 1679 Tornadoes
- 1676 MO Winter Storms
- 1665 NY Snowstorm
- 1603 Hurricane Katrina

EDUCATION

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

Rollins College
Bachelor of Arts, Economics, 2003

Résumé

Oliver Yao, Senior Management Team, QA/QC Specialist

plans and verifying the projects met the project operations, timeline, deliverable, and budget standards for Tetra Tech.

Senior Management and Data Oversight (February 2014–June 2014)

South Carolina | Winter Storm Pax Disaster Debris Program Management

The jurisdictions of Colleton County, SC; City of Sumter, SC; Sumter County, SC; Dorchester County, SC; and Barnwell County, SC were significantly impacted by Winter Storm Pax. Mr. Yao provided senior management and data oversight to the project managers assigned to the South Carolina projects. With Mr. Yao's support the projects met Tetra Tech standards for project operations, timelines, deliverables, and budgets.

Data Manager (April 2013–August 2013)

City of Sioux Falls, South Dakota | Severe Winter Storm Debris Program Management

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

Senior Oversight (September 2011–August 2013)

Bastrop County, Texas | Wildfire Disaster Program Management

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

Regional Data Manager (October 2012–December 2012)

State of Connecticut | Hurricane Sandy Disaster Debris Program Management

Following Hurricane Sandy, Mr. Yao served as the regional operations manager for the State of Connecticut. In this role, he oversaw data management and field operations for the statewide operation that cleared and collected debris from the right-of-way through the impacted region following the storm's path.

Data Manager (September 2008–September 2011)

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

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

Data Manager (September 2008–October 2009)

Harris County, Texas | Hurricane Ike Disaster Debris Program Management

To assist Harris County with response and recovery efforts following Hurricane Ike, Mr. Yao managed contractor invoice reconciliation and data management activities related to PA-eligible work. He also provided Harris County with audit support during the Texas Division of Emergency Management audit.



Donald Kunish Grant Management Specialist

EXPERIENCE SUMMARY

Mr. Kunish is a disaster recovery management expert with 21 years of experience and has worked on 47 disasters throughout his career. Currently he supports multiple communities in utilizing federal grants to respond, recover and mitigate natural and manmade disasters across the country. These programs include the management of applications and awarded funding to elevate and buy out residences, build back damaged infrastructure to be more disaster resilient, and work for reimbursement of local governments for response and recovery efforts under the Federal Emergency Agency's (FEMA's) Public Assistance and Hazard Mitigation Grant Program. In addition to his disaster grant management and response work, Mr. Kunish has been a project manager on numerous disaster debris removal and debris removal monitoring projects and supports communities as they evaluate flooded properties to make substantial damage estimations under the National Flood Insurance Program. He began his career with the State of Florida Division of Emergency Management and worked there for thirteen years serving as the State's Planning Section Chief, Incident Management Team Commander, Deputy Hazard Mitigation Chief, and Hazardous Material Auditor.

RELEVANT EXPERIENCE

Subject Matter Expert (June 2019 – Ongoing)

Los Angeles County, California | Insurance Cost Recovery Services

Following the Woolsey Fire, Tetra Tech was contracted to provide insurance cost recovery services, including duplication of benefits and case management services. Mr. Kunish serves as subject matter expert, providing program guidance for successful operations.

Technical Expert (March 2018–Ongoing)

Commonwealth of Puerto Rico | Public Assistance Program Implementation

With the devastating damage following Hurricane Maria's impact to Puerto Rico, Mr. Kunish has been supporting Puerto Rico's Governor's Authorized Representative to implement FEMA's as the grantee for the Public Assistance program. His support included advising and implantation of a Section 428 Alternate Procedure that is required for all permanent work in Puerto Rico, implementation of a cloud based system to capture all damaged site visit data, and project formulation strategy for replacement of flood public housing projects. Mr. Kunish also administers over a hundred field inspectors and grant managers.

Project Manager (October 2015–Ongoing)

Richland County, South Carolina | Post Flood Disaster Flood Assistance

Following the flood disaster that impacted Richland County in October 2015, Mr. Kunish supported the management of the county's claims development and administration. Mr. Kunish is currently providing programmatic and

21 YEARS OF EXPERIENCE

21 years

EDUCATION

University of Florida
Bachelor of Arts, Sociology,
Minor in Education

AREA OF EXPERTISE

- Project Management
- Disaster Response
- Disaster Recovery
- Hazard Mitigation
- Emergency Operations
- Hazardous Material Planning
- Duplication of Benefits Recovery

TRAINING/CERTIFICATIONS

- FEMA Professional Development Series
- OSHA 40 Hour Construction Safety
- O-400 Incident Commander
- ICS-100 through ICS-400 Incident Command System
- G-202 Debris Management
- G-137 Exercise Program Manager
- Homeland Security Exercise and Evaluation Program (HSEEP) Exercise Evaluation
- Construction Quality Management (CQM)

RésuméDonald Kunish, Grant Management Specialist

implementation support for the FEMA Public Assistance (PA) Grant Program, Hazard Mitigation Grant Program (HMGP), and the Community Development Block Grant Program.

Project Manager (June 2016–December 2016) and Principal-In-Charge (August 2017 – December 2018)**Fort Bend County, Texas | Substantial Damage Estimation and HMGP Application**

In 2016, Fort Bend County experienced flooding of over 1,500 homes as a result of an historic rain event. Mr. Kunish supported the County's efforts to identify, inspect and issue notices for Substantial Damage Estimation (SDE) determination as required to maintain compliance with the National Flood Insurance Program. He also assisted with the County's application process to elevate or buyout 76 properties that were damaged during the flooding event. In 2017, Hurricane Harvey causes another historic flood where many homes that flooded in 2016 were also damaged where Mr. Kunish once again provided support to the County's SDE efforts.

Project Manager (April 2016–June 2016) | (August 2017-Ongoing)**Harris County, Texas | Disaster Debris Removal**

Following a record-breaking rain event in 2016, Harris County experienced significant residential flooding in which over a 1,000 flooded homes generated over 40,000 cubic yards of debris. The following year the County experience a historical flood caused by Hurricane Harvey where over 30,000 homes were flooded and over 1,500,000 cubic yards of debris removed by the County's contractors, mutual aid and force account forces. In both events Mr. Kunish and his team (50 personnel in 2016 and over 300 personnel in 2017) assisted Harris County to monitor and manage the removal of disaster debris. The County's efforts included the removal of construction and demolition debris, vegetative debris, e-waste, household hazardous waste and white goods. Mr. Kunish also ensured that all activities were done in compliance with Federal and State regulations and documented removal from debris from cradle to grave for invoicing and auditing efforts.

Project/Readiness Manager (October 2016 – January 2017)**Flagler County, Florida | Hurricane Mathew Debris Removal**

Mr. Kunish rapidly deployed over 50 personnel to consisting of fulltime Tetra Tech staff, subcontractors and local hires to monitor the County's debris removal operations. Mr. Kunish provided extensive debris planning and programmatic support as the County initiated their operations. Coordination with FEMA and the State environmental agency on debris disposal sites became a significant part of the operational planning Mr. Kunish provided.

Project Manager (December 2013–Ongoing)**Galveston County, Texas | HMGP and SRL Assistance**

Mr. Kunish assisted Galveston County with its HMGP and Severe Repetitive Loss (SRL) programs following Hurricanes Ike and Gustav, which devastated the county with storm surge. Mr. Kunish served as the project manager in the implementation of the SRL Program, where 121 houses were elevated to mitigate their risk to future flooding. Mr. Kunish also managed the closeout of 150 properties that were bought with funding under the HMGP.

Project Control Specialist (October 2013–August 2016)**Boulder County, CO | Public Assistance Consulting**

Our team was selected to manage the county's claims development and administration of \$100 Million. Mr. Kunish provided programmatic and application support for the FEMA Public Assistance (PA) Grant Program, Hazard Mitigation Grant Program (HMGP), and the Community Development Block Grant Program.

Senior PA Specialist (September 2014 – September 2015)**Napa County, California | South Napa Earthquake (FEMA-4193-DR-CA)**

As the deputy director of post disaster programs, Mr. Kunish directly supports project operations on the Napa County public assistance (PA) project. Of particular importance is his implementation of Tetra Tech's

RésuméDonald Kunish, Grant Management Specialist

RecoveryTrac™ system, which provides real-time information regarding project worksheet (PW) formulation, development, and obligation, and serves as the data backbone of Tetra Tech's PA projects.

Project Manager (December 2013–September 2014)**Terrebonne Parrish, LA | Hurricane Katrina CDBG Buyout and Demolition**

The Parrish utilized CDBG-DR funding to buyout and demolish 30 homes in order to redeveloped neighborhoods and eliminate blight that they were experiencing, Mr. Kunish was involved in ensuring compliance CDGB regulations, supporting participant outreach and monitored reporting requirements.

Deputy Bureau Chief and various other positions (February 1998 – February 2011)**State of Florida – Division of Emergency Management | Day to Day Emergency Management Operations**

Over the span of 13 year, Mr. Kunish's career with the Division covered many emergency management practice areas. Prominent experience during his State of Florida tenure included; administration of the Florida Hazardous Materials Program, administration of the State's Mitigation Bureau that encompassed the hazard mitigation planning program, the State's Hazard Mitigation Plan, the Hazard Mitigation Grant Program and the Hazard Mitigation Assistance (formerly RL, SRL and PDM) Program. Mr. Kunish also worked with the State's growth management programs (including CDBG) to represent the emergency management perspective. This interaction help support Mr. Kunish's involvement in the production of Florida's Regional Evacuation Studies.

Plans Section Chief (April–August 2010)**State of Florida – State Emergency Response Team | Deepwater Horizon Oil Spill**

The State Emergency Response Team was activated for a record of 120 days in response to the Deepwater Horizon Oil Spill. Mr. Kunish was instrumental in ensuring Florida maintained a current common operating picture, planned for future operations, and instituted the battle rhythm of the State Emergency Operations Center. At the height of the response, Florida's reconnaissance mission utilized 2 fixed wing aircraft, 5 helicopters, 35 ground teams, and 30 water teams to identify the impacts of the spill.

Plans Section Chief (May–December 2009)**State of Florida – State Emergency Response Team | H1N1 Pandemic**

The H1N1 pandemic presented the emergency management community with significant challenges and required contingency planning to prepare for the effects of a pandemic flu event. The Plans Section provided multiple platforms for sharing information with the public and the emergency management community. As one of the platforms, Mr. Kunish coordinated a weekly conference call and webinar that included hundreds of local emergency managers, health officials, and the State Surgeon General to facilitate information sharing across all levels of government.

Incident Management Team Commander (April–August 2008)**State of Florida – State Emergency Response Team | Tropical Storm Fay**

The Incident Management Team was responsible for all emergency management-specific field operations for Tropical Storm Fay that resulted in over \$100,000,000 in PA funding. This included organizing, scheduling, conducting, and reporting results to the SERT from all preliminary damage assessments; managing and coordinating all State Emergency Response County Liaisons; managing all Florida Division of Emergency Management Regional Coordinators; and providing public information services.

Incident Management Team Commander (February 2007)**State of Florida – State Emergency Response Team | Lake County, FL Groundhog Day Tornadoes**

The 2007 Groundhog Day Tornadoes killed 21 people and damaged over 1,100 homes. Mr. Kunish commanded Florida's Incident Management Team that was responsible coordinating the initial state-level response, implementation of recovery programs, and the coordination between Lake County and the State Emergency Operations Center.

Attachment H – Financial Worksheet





City of Pembroke Pines

Attachment H

FINANCIAL WORK SHEET

Instructions

This is not a request for a copy of your financial statements. However, the City reserves the right to review your financial statements if such a review is in the City's best interest. The following data and ratios must be derived and/or calculated from the most recent financial statements audited by an independent accounting professional ("IAP"). Examples include the independent CPA, tax accountant, and financial statement preparer, or similar professional, external to the firm/company/organization submitting this form. Providing false or grossly inaccurate information may disqualify you or your company from doing business with the City under this or future solicitations. Each question must have an appropriate response. A blank, a response of "not applicable" or an unqualified response will be determined non-responsive. If you have any questions about how to complete this form, you are required to ask during the appropriate advertised period.

Proposer's Information:

Proposer's (Applicant's) Company Name: Tetra Tech, Inc.

Proposer's Address: 2301 Lucien Way, Suite 120, Maitland, FL 32751

Independent Accounting Professional "IAP" Information:

("IAP" that audited the most recent financial statements for the above named Proposer/ Applicant)

IAP's Company Name: Pricewaterhouse Coopers LLP

IAP's Contact Name: Kirk Thorell

IAP's Address: 601 South Figueroa Street Suite 900

IAP Contact Phone #: 213-369-6239

Is the "IAP" that is preparing/assisting in the preparation of this worksheet, certified? (Y/N) Yes

If certified, please indicate the certification of the "IAP" (i.e. CPA, CMA, CGMA, EA, etc.) CPA

Financial Statement Information:

The most recent financial statements audited by the "IAP" were for the period ending: 12/27/2020

Were these statements Compilation/Review only? (Y/N) No

Audited? (Y/N): Yes

If audited, unqualified? (Y/N): Yes

Financial Data and Ratios:

The income for the most recent three fiscal years was:

Fiscal Year Ending	Gross Income	EBITDA (Earnings before Interest, Taxes, Depreciation, Amortization)	Net Income after taxes	Gross Profit Margin %	Net Profit Margin %
FY20	446,535	173,859	172,687	14.9%	19.0%
FY19	408,183	158,668	125,770	13.1%	17.1%
FY18	384,458	136,883	108,043	13.0%	17.5%
Total					



City of Pembroke Pines

Attachment H

Provide the following for the most recent audited fiscal year:

1. Current Ratio $\frac{2,378,558:793,456}{[Current\ assets / current\ liabilities]}$
2. Debt to Asset Ratio $\frac{49,264:2,378,558}{[Total\ Debt / Total\ Assets]}$
3. Debt-To-EBITDA Leverage Ratio $\frac{49,264:174,890}{[Total\ debt / EBITDA]}$
4. Return on Assets: $\frac{174,890:2,378,558}{[Net\ Income\ Before\ Taxes / Total\ Assets]}$

I certify that I am the independent accounting professional “IAP” that audited the financial statements referenced above and that the information provided in this worksheet is true and accurate.

See Auditor's Report Attached		4.16.21
Print Name	Signature	Date

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of Tetra Tech, Inc.

Opinions on the Financial Statements and Internal Control over Financial Reporting

We have audited the accompanying consolidated balance sheets of Tetra Tech, Inc. and its subsidiaries (the "Company") as of September 27, 2020 and September 29, 2019, and the related consolidated statements of income, comprehensive income, equity and cash flows for each of the three years in the period ended September 27, 2020, including the related notes and financial statement schedule listed in the accompanying index (collectively referred to as the "consolidated financial statements"). We also have audited the Company's internal control over financial reporting as of September 27, 2020, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of September 27, 2020 and September 29, 2019, and the results of its operations and its cash flows for each of the three years in the period ended September 27, 2020 in conformity with accounting principles generally accepted in the United States of America. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of September 27, 2020, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the COSO.

Change in Accounting Principle

As discussed in Note 2 to the consolidated financial statements, the Company changed the manner in which it accounts for leases in fiscal 2020.

Basis for Opinions

The Company's management is responsible for these consolidated financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in Management's Report on Internal Control over Financial Reporting appearing under Item 9A. Our responsibility is to express opinions on the Company's consolidated financial statements and on the Company's internal control over financial reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.

Our audits of the consolidated financial statements included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

Definition and Limitations of Internal Control over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Critical Audit Matters

The critical audit matters communicated below are matters arising from the current period audit of the consolidated financial statements that were communicated or required to be communicated to the audit committee and that (i) relate to accounts or disclosures that are material to the consolidated financial statements and (ii) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

Revenue Recognition - Determination of Total Estimated Contract Cost for Fixed-price Contracts

As described in Note 3 to the consolidated financial statements, \$1.1 billion of the Company's total revenues for the year ended September 27, 2020 was generated from fixed-price contracts. As disclosed by management, under fixed-price contracts, the Company's clients pay an agreed fixed-amount negotiated in advance for a specified scope of work. Revenue is recognized over time as the related performance obligation is satisfied by transferring control of a promised good or service to the Company's customers. Progress toward complete satisfaction of the performance obligation is primarily measured using a cost-to-cost measure of progress method. The cost input is based primarily on contract cost incurred to date compared to total estimated contract cost. This measure includes forecasts based on the best information available and reflects the judgement to faithfully depict the value of the services transferred to the customer. Due to uncertainties inherent in the estimation process, it is possible that estimates of costs to complete a performance obligation will be revised in the near-term. For those performance obligations for which revenue is recognized using a cost-to-cost measure of progress method, changes in total estimated costs, and related progress towards complete satisfaction of the performance obligation, are recognized on a cumulative catch-up basis in the period in which the revisions to the estimates are made. As a result, the Company recognized net favorable operating income adjustments of \$0.8 million as of September 27, 2020, exclusive of the amounts related to claims described below. Changes in revenue and cost estimates could also result in a projected loss, determined at the contract level, which would be recorded immediately in earnings. The anticipated losses and estimated cost to complete the related contracts was \$13.2 million and \$118 million as of September 27, 2020. Claims are amounts in excess of agreed contract prices that the Company seeks to collect from clients or other third parties. Claims were approximately \$14 million as of September 27, 2020.

The principal considerations for our determination that performing procedures relating to revenue recognition - determination of total estimated contract cost for fixed-price contracts is a critical audit matter are the significant amount of judgment required by management in determining the total estimated contract cost for fixed-price contracts which, in turn, led to a high degree of auditor judgment, subjectivity and audit effort in performing procedures and in evaluating the audit evidence obtained related to the total estimated contract costs for fixed-price contracts with cumulative catch-up adjustments, anticipated losses or claims.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included testing the effectiveness of controls relating to the revenue recognition process, including controls over the determination of total estimated contract cost for fixed-price contracts. These procedures also included, among others, (i) evaluating and testing management's process for determining the total estimated contract cost for a sample of contracts with cumulative catch-up adjustments, anticipated losses or claims, which included evaluating the contract terms and other documents that support those estimates, and testing of underlying contract costs; (ii) assessing management's ability to reasonably estimate total contract costs by performing a comparison of the actual total estimated contract cost as compared with prior period estimates, including evaluating the timely identification of circumstances that may warrant a modification to the total estimated contract cost; and (iii) evaluating, for certain contracts, management's methodologies and assessing the consistency of management's approach over the life of the contract.

Goodwill Impairment Assessment - Asia/Pacific Reporting Unit

As described in Notes 2 and 6 to the consolidated financial statements, the Company's consolidated goodwill balance was \$993.5 million as of September 27, 2020, and the goodwill associated with the Asia/Pacific (ASP) reporting unit was \$95.5 million. Management performs an annual goodwill impairment review at the beginning of the fiscal fourth quarter, June 29, 2020, or more frequently when an event occurs or circumstances indicate that the carrying value of the asset may not be recoverable. On September 2, 2020, Australia announced that it had fallen into economic recession in the quarter ending in June 2020. Management performed an interim goodwill impairment review of the ASP reporting unit and recorded a \$15.8 million goodwill impairment charge. The impairment test for goodwill involves the comparison of the estimated fair value of each reporting unit to the reporting unit's carrying value, including goodwill. Management estimates the fair value of reporting units based on a comparison and weighting of the income approach, specifically the discounted cash flow method and the market

approach. The development of the present value of future cash flow projections include assumptions and estimates derived from expected revenue growth rates, operating profit margins, discount rates and the terminal growth rates.

The principal considerations for our determination that performing procedures relating to the goodwill impairment assessment of the ASP reporting unit is a critical audit matter are (i) the significant judgment by management when developing the fair value measurement of the reporting unit ; (ii) a high degree of auditor judgment, subjectivity, and effort in performing procedures to evaluate management's significant assumptions related to revenue growth rates, operating profit margins, discount rates and terminal growth rates; and (iii) the audit effort involved the use of professionals with specialized skill and knowledge.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included testing the effectiveness of controls relating to management's goodwill impairment assessment, including controls over the valuation of the ASP reporting unit. These procedures also included, among others, (i) testing management's process for developing the fair value estimate; (ii) evaluating the appropriateness of the discounted cash flow method; and the market approach; (iii) testing the completeness and accuracy of underlying data used in the valuation approaches; and (iv) evaluating the significant assumptions used by management related to the expected revenue growth rates, operating margins, discount rates and the terminal growth rates. Evaluating management's assumptions related to expected revenue growth rates and operating profit margins involved evaluating whether the assumptions used by management were reasonable considering (i) the current and past performance of the reporting unit; (ii) the consistency with external market and industry data; and (iii) whether these assumptions were consistent with evidence obtained in other areas of the audit. Professionals with specialized skill and knowledge were used to assist in the evaluation of the Company's discounted cash flow method and market approach and management's assumptions related to the discount rates and terminal growth rates.

/s/ PricewaterhouseCoopers LLP
Los Angeles, California
November 23, 2020

We have served as the Company's auditor since 2004.

Abbreviated 10-K



**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 10-K

(Mark One)

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the Fiscal Year Ended September 27, 2020

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

**For the Transition Period from _____ to _____
Commission File Number 0-19655**

TETRA TECH, INC.

(Exact name of registrant as specified in its charter)

Delaware

95-4148514

(State or other jurisdiction of incorporation or organization)

(I.R.S. Employer Identification No.)

3475 East Foothill Boulevard, Pasadena, California 91107

(Address of principal executive offices) (Zip Code)

(626) 351-4664

(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.01 par value	TTEK	The NASDAQ Stock Market LLC

Securities registered pursuant to Section 12(g) of the Act:

None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act. Large accelerated filer ☒ Accelerated filer ☐ Non-accelerated filer ☐ Smaller reporting company ☐ Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☒

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☒

The aggregate market value of the registrant's common stock held by non-affiliates on March 29, 2020, was \$3.6 billion (based upon the closing price of a share of registrant's common stock as reported by the Nasdaq National Market on that date).

On November 12, 2020, 53,777,381 shares of the registrant's common stock were outstanding.

DOCUMENT INCORPORATED BY REFERENCE

Portions of registrant's Proxy Statement for its 2021 Annual Meeting of Stockholders are incorporated by reference in Part III of this report where indicated.

Item 8. Financial Statements and Supplementary Data**INDEX TO FINANCIAL STATEMENTS AND FINANCIAL STATEMENT SCHEDULE**

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of Tetra Tech, Inc.

Opinions on the Financial Statements and Internal Control over Financial Reporting

We have audited the accompanying consolidated balance sheets of Tetra Tech, Inc. and its subsidiaries (the "Company") as of September 27, 2020 and September 29, 2019, and the related consolidated statements of income, comprehensive income, equity and cash flows for each of the three years in the period ended September 27, 2020, including the related notes and financial statement schedule listed in the accompanying index (collectively referred to as the "consolidated financial statements"). We also have audited the Company's internal control over financial reporting as of September 27, 2020, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of September 27, 2020 and September 29, 2019, and the results of its operations and its cash flows for each of the three years in the period ended September 27, 2020 in conformity with accounting principles generally accepted in the United States of America. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of September 27, 2020, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the COSO.

Change in Accounting Principle

As discussed in Note 2 to the consolidated financial statements, the Company changed the manner in which it accounts for leases in fiscal 2020.

Basis for Opinions

The Company's management is responsible for these consolidated financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in Management's Report on Internal Control over Financial Reporting appearing under Item 9A. Our responsibility is to express opinions on the Company's consolidated financial statements and on the Company's internal control over financial reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.

Our audits of the consolidated financial statements included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

Definition and Limitations of Internal Control over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Critical Audit Matters

The critical audit matters communicated below are matters arising from the current period audit of the consolidated financial statements that were communicated or required to be communicated to the audit committee and that (i) relate to accounts or disclosures that are material to the consolidated financial statements and (ii) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

Revenue Recognition - Determination of Total Estimated Contract Cost for Fixed-price Contracts

As described in Note 3 to the consolidated financial statements, \$1.1 billion of the Company's total revenues for the year ended September 27, 2020 was generated from fixed-price contracts. As disclosed by management, under fixed-price contracts, the Company's clients pay an agreed fixed-amount negotiated in advance for a specified scope of work. Revenue is recognized over time as the related performance obligation is satisfied by transferring control of a promised good or service to the Company's customers. Progress toward complete satisfaction of the performance obligation is primarily measured using a cost-to-cost measure of progress method. The cost input is based primarily on contract cost incurred to date compared to total estimated contract cost. This measure includes forecasts based on the best information available and reflects the judgement to faithfully depict the value of the services transferred to the customer. Due to uncertainties inherent in the estimation process, it is possible that estimates of costs to complete a performance obligation will be revised in the near-term. For those performance obligations for which revenue is recognized using a cost-to-cost measure of progress method, changes in total estimated costs, and related progress towards complete satisfaction of the performance obligation, are recognized on a cumulative catch-up basis in the period in which the revisions to the estimates are made. As a result, the Company recognized net favorable operating income adjustments of \$0.8 million as of September 27, 2020, exclusive of the amounts related to claims described below. Changes in revenue and cost estimates could also result in a projected loss, determined at the contract level, which would be recorded immediately in earnings. The anticipated losses and estimated cost to complete the related contracts was \$13.2 million and \$118 million as of September 27, 2020. Claims are amounts in excess of agreed contract prices that the Company seeks to collect from clients or other third parties. Claims were approximately \$14 million as of September 27, 2020.

The principal considerations for our determination that performing procedures relating to revenue recognition - determination of total estimated contract cost for fixed-price contracts is a critical audit matter are the significant amount of judgment required by management in determining the total estimated contract cost for fixed-price contracts which, in turn, led to a high degree of auditor judgment, subjectivity and audit effort in performing procedures and in evaluating the audit evidence obtained related to the total estimated contract costs for fixed-price contracts with cumulative catch-up adjustments, anticipated losses or claims.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included testing the effectiveness of controls relating to the revenue recognition process, including controls over the determination of total estimated contract cost for fixed-price contracts. These procedures also included, among others, (i) evaluating and testing management's process for determining the total estimated contract cost for a sample of contracts with cumulative catch-up adjustments, anticipated losses or claims, which included evaluating the contract terms and other documents that support those estimates, and testing of underlying contract costs; (ii) assessing management's ability to reasonably estimate total contract costs by performing a comparison of the actual total estimated contract cost as compared with prior period estimates, including evaluating the timely identification of circumstances that may warrant a modification to the total estimated contract cost; and (iii) evaluating, for certain contracts, management's methodologies and assessing the consistency of management's approach over the life of the contract.

Goodwill Impairment Assessment - Asia/Pacific Reporting Unit

As described in Notes 2 and 6 to the consolidated financial statements, the Company's consolidated goodwill balance was \$993.5 million as of September 27, 2020, and the goodwill associated with the Asia/Pacific (ASP) reporting unit was \$95.5 million. Management performs an annual goodwill impairment review at the beginning of the fiscal fourth quarter, June 29, 2020, or more frequently when an event occurs or circumstances indicate that the carrying value of the asset may not be recoverable. On September 2, 2020, Australia announced that it had fallen into economic recession in the quarter ending in June 2020. Management performed an interim goodwill impairment review of the ASP reporting unit and recorded a \$15.8 million goodwill impairment charge. The impairment test for goodwill involves the comparison of the estimated fair value of each reporting unit to the reporting unit's carrying value, including goodwill. Management estimates the fair value of reporting units based on a comparison and weighting of the income approach, specifically the discounted cash flow method and the market

approach. The development of the present value of future cash flow projections include assumptions and estimates derived from expected revenue growth rates, operating profit margins, discount rates and the terminal growth rates.

The principal considerations for our determination that performing procedures relating to the goodwill impairment assessment of the ASP reporting unit is a critical audit matter are (i) the significant judgment by management when developing the fair value measurement of the reporting unit ; (ii) a high degree of auditor judgment, subjectivity, and effort in performing procedures to evaluate management's significant assumptions related to revenue growth rates, operating profit margins, discount rates and terminal growth rates; and (iii) the audit effort involved the use of professionals with specialized skill and knowledge.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included testing the effectiveness of controls relating to management's goodwill impairment assessment, including controls over the valuation of the ASP reporting unit. These procedures also included, among others, (i) testing management's process for developing the fair value estimate; (ii) evaluating the appropriateness of the discounted cash flow method; and the market approach; (iii) testing the completeness and accuracy of underlying data used in the valuation approaches; and (iv) evaluating the significant assumptions used by management related to the expected revenue growth rates, operating margins, discount rates and the terminal growth rates. Evaluating management's assumptions related to expected revenue growth rates and operating profit margins involved evaluating whether the assumptions used by management were reasonable considering (i) the current and past performance of the reporting unit; (ii) the consistency with external market and industry data; and (iii) whether these assumptions were consistent with evidence obtained in other areas of the audit. Professionals with specialized skill and knowledge were used to assist in the evaluation of the Company's discounted cash flow method and market approach and management's assumptions related to the discount rates and terminal growth rates.

/s/ PricewaterhouseCoopers LLP
Los Angeles, California
November 23, 2020

We have served as the Company's auditor since 2004.

Tetra Tech, Inc.
Consolidated Balance Sheets
(in thousands, except par value)

ASSETS	September 27, 2020	September 29, 2019
Current assets:		
Cash and cash equivalents	\$ 157,515	\$ 120,732
Accounts receivable, net	649,035	768,720
Contract assets	92,632	114,324
Prepaid expenses and other current assets	81,094	62,196
Income taxes receivable	19,509	13,820
Total current assets	999,785	1,079,792
Property and equipment, net	35,507	39,441
Right-of-use assets, operating leases	239,396	—
Investments in unconsolidated joint ventures	7,332	6,873
Goodwill	993,498	924,820
Intangible assets, net	13,943	16,440
Deferred tax assets	32,052	28,385
Other long-term assets	57,045	51,657
Total assets	<u>\$ 2,378,558</u>	<u>\$ 2,147,408</u>
LIABILITIES AND EQUITY		
Current liabilities:		
Accounts payable	\$ 111,804	\$ 206,609
Accrued compensation	199,801	203,384
Contract liabilities	171,905	165,611
Short-term lease liabilities, operating leases	69,650	—
Current portion of long-term debt and other short-term borrowings	49,264	12,500
Current contingent earn-out liabilities	16,142	24,977
Other current liabilities	174,890	156,873
Total current liabilities	793,456	769,954
Deferred tax liabilities	16,316	12,971
Long-term debt	242,395	263,934
Long-term lease liabilities, operating leases	191,955	—
Long-term contingent earn-out liabilities	16,475	28,015
Other long-term liabilities	80,588	83,070
Commitments and contingencies (Note 17)		
Equity:		
Preferred stock – Authorized, 2,000 shares of \$0.01 par value; no shares issued and outstanding at September 27, 2020 and September 29, 2019	—	—
Common stock – Authorized, 150,000 shares of \$0.01 par value; issued and outstanding, 53,797 and 54,565 shares at September 27, 2020 and September 29, 2019, respectively	538	546
Additional paid-in capital	—	78,132
Accumulated other comprehensive loss	(161,786)	(160,584)
Retained earnings	1,198,567	1,071,192
Tetra Tech stockholders' equity	1,037,319	989,286
Noncontrolling interests	54	178
Total stockholders' equity	1,037,373	989,464
Total liabilities and stockholders' equity	<u>\$ 2,378,558</u>	<u>\$ 2,147,408</u>

See accompanying Notes to Consolidated Financial Statements.

Tetra Tech, Inc.
Consolidated Statements of Income
(in thousands, except per share data)

	Fiscal Year Ended		
	September 27, 2020	September 29, 2019	September 30, 2018
Revenue	\$ 2,994,891	\$ 3,107,348	\$ 2,964,148
Subcontractor costs	(646,319)	(717,711)	(763,414)
Other costs of revenue	(1,902,037)	(1,981,454)	(1,816,276)
Gross profit	446,535	408,183	384,458
Selling, general and administrative expenses	(204,615)	(200,230)	(190,120)
Acquisition and integration expenses	—	(10,351)	—
Contingent consideration – fair value adjustments	14,971	(1,085)	(4,252)
Impairment of goodwill	(15,800)	(7,755)	—
Income from operations	241,091	188,762	190,086
Interest income	1,375	1,732	1,824
Interest expense	(14,475)	(15,358)	(17,348)
Income before income tax expense	227,991	175,136	174,562
Income tax expense	(54,101)	(16,375)	(37,605)
Net income	173,890	158,761	136,957
Net income attributable to noncontrolling interests	(31)	(93)	(74)
Net income attributable to Tetra Tech	\$ 173,859	\$ 158,668	\$ 136,883
Earnings per share attributable to Tetra Tech:			
Basic	\$ 3.21	\$ 2.89	\$ 2.46
Diluted	\$ 3.16	\$ 2.84	\$ 2.42
Weighted-average common shares outstanding:			
Basic	54,235	54,986	55,670
Diluted	55,022	55,936	56,598

See accompanying Notes to Consolidated Financial Statements.

Tetra Tech, Inc.
Consolidated Statements of Comprehensive Income
(in thousands)

	Fiscal Year Ended		
	September 27, 2020	September 29, 2019	September 30, 2018
Net income	\$ 173,890	\$ 158,761	\$ 136,957
Other comprehensive income, net of tax			
Foreign currency translation adjustments, net of tax	3,436	(21,109)	(29,656)
(Loss) gain on cash flow hedge valuations, net of tax	(4,638)	(12,125)	806
Other comprehensive loss attributable to Tetra Tech, net of tax	(1,202)	(33,234)	(28,850)
Other comprehensive income (loss) attributable to noncontrolling interests, net of tax	(1)	243	(64)
Comprehensive income, net of tax	<u>\$ 172,687</u>	<u>\$ 125,770</u>	<u>\$ 108,043</u>
Comprehensive income attributable to Tetra Tech, net of tax	\$ 172,657	\$ 125,434	\$ 108,033
Comprehensive income attributable to noncontrolling interests, net of tax	30	336	10
Comprehensive income, net of tax	<u>\$ 172,687</u>	<u>\$ 125,770</u>	<u>\$ 108,043</u>

See accompanying Notes to Consolidated Financial Statements.

Tetra Tech, Inc.
Consolidated Statements of Cash Flows
(in thousands)

	Fiscal Year Ended		
	September 27, 2020	September 29, 2019	September 30, 2018
Cash flows from operating activities:			
Net income	\$ 173,890	\$ 158,761	\$ 136,957
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	24,611	28,844	38,636
Equity in income of unconsolidated joint ventures	(6,605)	(4,073)	(4,008)
Distributions of earnings from unconsolidated joint ventures	6,310	4,048	3,440
Amortization of stock-based awards	19,424	17,618	19,582
Deferred income taxes	565	(37,615)	(29,360)
Provision for doubtful accounts	1,267	16,964	7,167
Impairment of goodwill	15,800	7,755	—
Fair value adjustments to contingent consideration	(14,971)	1,085	4,252
(Gain) loss on sale of assets and divested business	(11,066)	(232)	1,045
Changes in operating assets and liabilities, net of effects of business acquisitions:			
Accounts receivable and contract assets	154,748	(10,226)	(46,273)
Prepaid expenses and other assets	(11,321)	2,568	(12,638)
Accounts payable	(102,162)	39,011	(16,032)
Accrued compensation	(8,173)	18,359	27,492
Contract liabilities	5,894	(6,039)	15,228
Other liabilities	19,460	(16,929)	24,998
Income taxes receivable/payable	(5,192)	(11,386)	17,596
Cash settled contingent earn-out liability	—	—	(2,349)
Net cash provided by operating activities	262,479	208,513	185,733
Cash flows from investing activities:			
Payments for business acquisitions, net of cash acquired	(68,488)	(84,159)	(68,256)
Capital expenditures	(12,245)	(16,198)	(9,726)
Proceeds from sale of assets and divested business, net	17,710	651	35,348
Net cash used in investing activities	(63,023)	(99,706)	(42,634)
Cash flows from financing activities:			
Proceeds from borrowings	344,991	417,262	401,965
Repayments on long-term debt	(331,066)	(415,491)	(485,946)
Repurchases of common stock	(117,188)	(100,000)	(75,000)
Taxes paid on vested restricted stock	(11,166)	(6,893)	(8,871)
Payments of contingent earn-out liabilities	(22,900)	(12,018)	(1,412)
Debt pre-payment costs	—	—	(1,737)
Stock options exercised	10,334	11,751	13,520
Dividends paid	(34,743)	(29,674)	(24,477)
Principal payments on finance leases	(1,311)	—	—
Net cash used in financing activities	(163,049)	(135,063)	(181,958)
Effect of exchange rate changes on cash, cash equivalents and restricted cash	207	(1,727)	(4,947)
Net increase (decrease) in cash, cash equivalents and restricted cash	36,614	(27,983)	(43,806)
Cash, cash equivalents and restricted cash at beginning of year	120,901	148,884	192,690
Cash, cash equivalents and restricted cash at end of year	<u>\$ 157,515</u>	<u>\$ 120,901</u>	<u>\$ 148,884</u>
Supplemental information:			
Cash paid during the year for:			
Interest	\$ 13,256	\$ 12,310	\$ 15,570
Income taxes, net of refunds received of \$1.4 million, \$5.2 million and \$2.5 million	\$ 55,039	\$ 66,038	\$ 49,842
Reconciliation of cash, cash equivalents and restricted cash:			
Cash and cash equivalents	\$ 157,515	\$ 120,732	\$ 146,185
Restricted cash included in other current assets	—	169	2,699
Total cash, cash equivalents and restricted cash	<u>\$ 157,515</u>	<u>\$ 120,901</u>	<u>\$ 148,884</u>

See accompanying Notes to Consolidated Financial Statements.

Tetra Tech, Inc.
Consolidated Statements of Equity
Fiscal Years Ended September 30, 2018, September 29, 2019, and September 27, 2020
(in thousands)

	Common Stock		Additional	Accumulated	Retained	Total	Non-Controlling	Total
	Shares	Amount	Paid-in	Other	Earnings	Tetra Tech	Interests	Equity
			Capital	Comprehensive		Equity		
				Income (Loss)				
BALANCE AT OCTOBER 1, 2017	55,873	\$ 559	\$ 193,835	\$ (98,500)	\$ 832,559	\$ 928,453	\$ 171	\$ 928,624
Comprehensive income, net of tax:								
Net income					136,883	136,883	74	136,957
Foreign currency translation adjustments				(29,656)		(29,656)	(64)	(29,720)
Gain on cash flow hedge valuations				806		806		806
Comprehensive income, net of tax						108,033	10	108,043
Distributions paid to noncontrolling interests							(52)	(52)
Cash dividends of \$0.44 per common share					(24,477)	(24,477)		(24,477)
Stock-based compensation			19,582			19,582		19,582
Stock options exercised	549	5	13,506			13,511		13,511
Restricted & performance shares released	277	3	(8,874)			(8,871)		(8,871)
Shares issued for Employee Stock Purchase Plan	142	1	5,739			5,740		5,740
Stock repurchases	(1,492)	(15)	(74,985)			(75,000)		(75,000)
BALANCE AT SEPTEMBER 30, 2018	55,349	553	148,803	(127,350)	944,965	966,971	129	967,100
Comprehensive income, net of tax:								
Net income					158,668	158,668	93	158,761
Foreign currency translation adjustments				(21,109)		(21,109)	243	(20,866)
Gain on cash flow hedge valuations				(12,125)		(12,125)		(12,125)
Comprehensive income, net of tax						125,434	336	125,770
Distributions paid to noncontrolling interests							(287)	(287)
Cash dividends of \$0.54 per common share					(29,674)	(29,674)		(29,674)
Stock-based compensation			17,618			17,618		17,618
Restricted & performance shares released	183	2	(6,895)			(6,893)		(6,893)
Stock options exercised	448	5	11,746			11,751		11,751
Shares issued for Employee Stock Purchase Plan	148	2	6,844			6,846		6,846
Stock repurchases	(1,563)	(16)	(99,984)			(100,000)		(100,000)
Cumulative effect of accounting changes					(2,767)	(2,767)		(2,767)

	Common Stock		Additional	Accumulated		Total	Non-Controlling	Total
	Shares	Amount	Paid-in	Other	Retained	Tetra Tech	Interests	Equity
			Capital	Comprehensive	Earnings	Equity		
				Income (Loss)				
BALANCE AT SEPTEMBER 29, 2019	54,565	546	78,132	(160,584)	1,071,192	989,286	178	989,464
Comprehensive income, net of tax:								
Net income					173,859	173,859	31	173,890
Foreign currency translation adjustments				3,436		3,436	(1)	3,435
Loss on cash flow hedge valuations				(4,638)		(4,638)		(4,638)
Comprehensive income, net of tax						172,657	30	172,687
Distributions paid to noncontrolling interests							(154)	(154)
Cash dividends of \$0.64 per common share					(34,743)	(34,743)		(34,743)
Stock-based compensation			19,424			19,424		19,424
Restricted & performance shares released	212	2	(11,168)			(11,166)		(11,166)
Stock options exercised	361	4	10,330			10,334		10,334
Shares issued for Employee Stock Purchase Plan	168	1	8,714			8,715		8,715
Stock repurchases	(1,509)	(15)	(105,432)		(11,741)	(117,188)		(117,188)
BALANCE AT SEPTEMBER 27, 2020	<u>53,797</u>	<u>\$ 538</u>	<u>\$ —</u>	<u>\$ (161,786)</u>	<u>\$ 1,198,567</u>	<u>\$ 1,037,319</u>	<u>\$ 54</u>	<u>\$ 1,037,373</u>

See accompanying Notes to Consolidated Financial Statements.

In December 2019, the FASB issued guidance simplifying the accounting for income taxes by removing certain exceptions to general principles in Topic 740 and amending certain existing guidance for clarity. This guidance is effective for fiscal years and interim periods within those fiscal years, beginning after December 15, 2020 (first quarter of fiscal 2022 for us). Early adoption is permitted. We do not expect the adoption of this guidance to have an impact on our consolidated financial statements.

In May 2020, the Securities and Exchange Commission issued guidance amending certain financial disclosures about acquired and disposed businesses. The amendments are designed to assist registrants in making more meaningful determinations of whether a subsidiary or an acquired or disposed business is significant, and to improve the related disclosure requirements. The guidance is effective for fiscal years beginning after December 31, 2020 (first quarter of fiscal 2022 for us). We do not expect the adoption of this guidance to have an impact on our consolidated financial statements.

3. Revenue and Contract Balances

We recognize revenue over time as the related performance obligation is satisfied by transferring control of a promised good or service to our customers. Progress toward complete satisfaction of the performance obligation is primarily measured using a cost-to-cost measure of progress method. The cost input is based primarily on contract cost incurred to date compared to total estimated contract cost. This measure includes forecasts based on the best information available and reflects our judgement to faithfully depict the value of the services transferred to the customer. For certain on-call engineering or consulting and similar contracts, we recognize revenue in the amount which we have the right to invoice the customer if that amount corresponds directly with the value of our performance completed to date.

Due to uncertainties inherent in the estimation process, it is possible that estimates of costs to complete a performance obligation will be revised in the near-term. For those performance obligations for which revenue is recognized using a cost-to-cost measure of progress method, changes in total estimated costs, and related progress towards complete satisfaction of the performance obligation, are recognized on a cumulative catch-up basis in the period in which the revisions to the estimates are made. When the current estimate of total costs indicates a loss, a provision for the entire estimated loss on the contract is made in the period in which the loss becomes evident.

Disaggregation of Revenue

We disaggregate revenue by client sector and contract type, as we believe it best depicts how the nature, timing, and uncertainty of revenue and cash flows are affected by economic factors. The following tables present revenue disaggregated by client sector and contract type:

	Fiscal Year Ended		
	September 27, 2020	September 29, 2019	September 30, 2018
	(in thousands)		
Client Sector:			
U.S. state and local government	\$ 439,019	\$ 587,364	\$ 469,231
U.S. federal government ⁽¹⁾	993,835	941,102	974,384
U.S. commercial	674,605	719,314	788,398
International ⁽²⁾	887,432	859,568	732,135
Total	<u>\$ 2,994,891</u>	<u>\$ 3,107,348</u>	<u>\$ 2,964,148</u>
Contract Type:			
Fixed-price	\$ 1,078,432	\$ 1,048,157	\$ 986,910
Time-and-materials	1,391,592	1,509,901	1,395,148
Cost-plus	524,867	549,290	582,090
Total	<u>\$ 2,994,891</u>	<u>\$ 3,107,348</u>	<u>\$ 2,964,148</u>

⁽¹⁾ Includes revenue generated under U.S. federal government contracts performed outside the United States.

⁽²⁾ Includes revenue generated from foreign operations, primarily in Canada, Australia, the United Kingdom, and revenue generated from non-U.S. clients.

Other than the U.S. federal government, no single client accounted for more than 10% of our revenue for the twelve months ended September 27, 2020 and September 29, 2019.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this Report on Form 10-K to be signed on its behalf by the undersigned, thereunto duly authorized.

TETRA TECH, INC.

By:

/s/ DAN L. BATRACK

Date: November 20, 2020

Dan L. Batrack
Chairman and Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Dan L. Batrack and Steven M. Burdick, jointly and severally, his attorney-in-fact, each with the full power of substitution, for such person, in any and all capacities, to sign any and all amendments to this Annual Report on Form 10-K, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he might do or could do in person, hereby ratifying and confirming all that each of said attorneys-in-fact and agents, or his substitute, may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Exchange Act of 1934, this Report on Form 10-K has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

Signature	Title	Date
/s/ DAN L. BATRACK Dan L. Batrack	Chairman and Chief Executive Officer (Principal Executive Officer)	November 20, 2020
/s/ STEVEN M. BURDICK Steven M. Burdick	Executive Vice President, Chief Financial Officer (Principal Financial Officer)	November 20, 2020
/s/ BRIAN N. CARTER Brian N. Carter	Senior Vice President, Corporate Controller (Principal Accounting Officer)	November 20, 2020
/s/ GARY R. BIRKENBEUEL Gary R. Birkenbeuel	Director	November 20, 2020
/s/ PATRICK C. HADEN Patrick C. Haden	Director	November 20, 2020
/s/ J. CHRISTOPHER LEWIS J. Christopher Lewis	Director	November 20, 2020
/s/ JOANNE M. MAGUIRE Joanne M. Maguire	Director	November 20, 2020
/s/ KIMBERLY E. RITRIEVI Kimberly E. Ritrievi	Director	November 20, 2020
/s/ J. KENNETH THOMPSON J. Kenneth Thompson	Director	November 20, 2020
/s/ KIRSTEN M. VOLPI Kirsten M. Volpi	Director	November 20, 2020

Tab 3

Operaional Plan



Operational Plan

Project Understanding

The City of Pembroke Pines is located in Southeastern Florida, a region that is known for beautiful parks, pristine golf courses, entertainment and shopping. The City of Pembroke Pines is the second most populous city in Broward County, Florida with a population of approximately 173,590. The City spans across 34.8 square miles of land, which includes 1.7 square miles of water. Due to its proximity to the coast, the City of Pembroke Pines is susceptible to natural disasters including hurricanes, flooding events, tropical storms, and tornadoes. .

City of Pembroke Pines

 **173,590**
34.8 square miles

Our Understanding of the Services Required by the City of Pembroke Pines

Tetra Tech brings unmatched knowledge of the City. Since 2005, our team has partnered with City officials and stakeholders to prepare for and recover from natural disasters. Our experience providing debris monitoring and management services following Hurricane Wilma in 2005 and Hurricane Irma in 2017 has allowed our team to understand the operational needs and expectations of the City. Following Hurricane Irma, Tetra Tech utilized five of the City’s temporary debris management sites (TDMS), and worked with five debris removal contractors, including Pembroke Pines force account crews.

Scope of Work may include:

- Debris Management Site Support
- Hazardous Tree Removal Monitoring
- Right-Of-Way Debris Removal Monitoring
- Private Property Debris Removal Monitoring
- Hazardous Waste Removal Monitoring
- Disaster Debris Management Plan Review
- Reimbursement Assistance
- Additional Financial Management and Recovery Services

Tetra Tech implements a best practices approach to disaster debris monitoring when planning for and responding to debris-generating events. We are aware of the magnitude and importance of organizing and directing the necessary resources to define and carry out the tasks associated with the scope of work, and we are committed to continuing to provide a consistent and coordinated team to perform these services upon activation. Tetra Tech has carefully reviewed the scope of work requested in the request for proposal (RFP) and can assure the City that we have the extensive experience, understanding, and knowledge of the City to successfully perform all aspects of the scope of work.

Our technical approach captures our unique capabilities, including the following:

- **Continuous Coordination and Communication with City Officials and Stakeholders:** A dedicated project management team will be appointed to coordinate with City Official’s throughout the year, not just during times of activation.
- **Immediate Response Capabilities:** Tetra Tech has disaster recovery personnel and 24 offices throughout the state, including our disaster recovery hub in Maitland, Florida Additionally, we utilize an immediate response staffing and logistics plan that will allow the City to return to the business of running day-to-day operations.
- **Focus on Hiring Locally:** Tetra Tech focuses on hiring and training local residents, benefiting the local economy, and reducing mobilization and transportation costs.
- **Project Transparency and Real-time Reporting:** Our proprietary automated debris management system (ADMS) technology, RecoveryTrac™, provides detailed reporting systems and mapping capabilities that are available in real-time to the City and is tailored to the City’s data needs, and has been utilized by the City following Hurricane Irma.
- **Maximum Reimbursement for the City:** Tetra Tech’s stringent quality assurance program and adherence to reimbursement agency requirements for eligibility, documentation, and reimbursement that will help the City to receive and keep the maximum reimbursement allowed following a disaster.

Project Management Methodology

Our methodology of project management governs both the planning and execution of all project work. The strategy, structure, and staffing requirements for the project organization are based on client expectations and the desired outcome. Tetra Tech’s

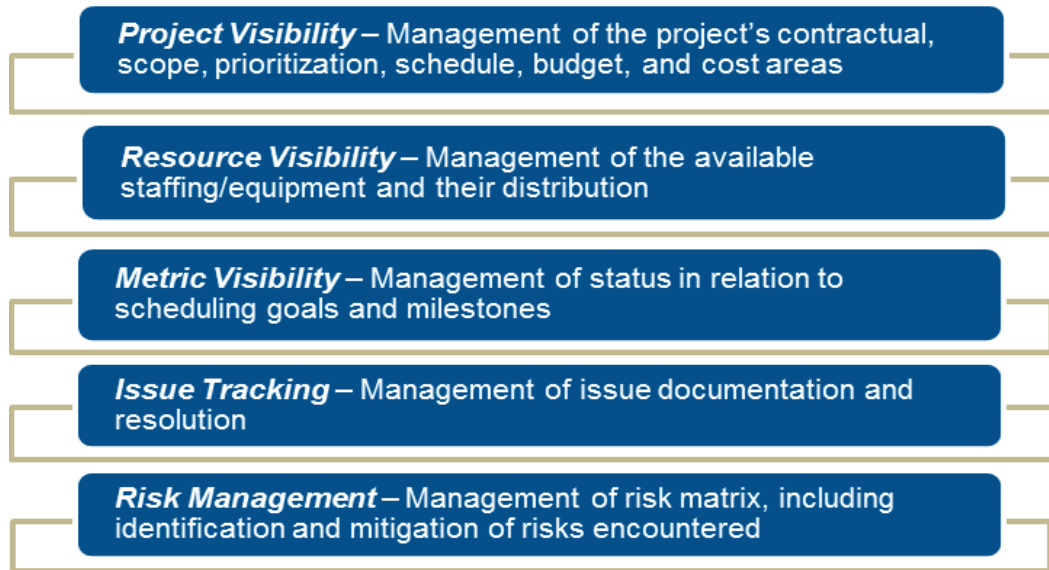
CITY OF PEMBROKE PINES, FLORIDA



TAB 3: OPERATIONAL PLAN

project management methodology enables our team to achieve success despite the unpredictable nature of disasters. Our methodology addresses the project management areas shown in the exhibit below.

Exhibit 3-1: Project Management Areas



These management areas are administered using the established project management procedures and protocols we have developed and refined over the years and numerous disaster activations. Our interactions with our clients are based on best practices that balance the need for direction of operational priority, issue resolution, and relevant information with considerations for the time availability of the client.

Procedures and Protocols

Each phase of Tetra Tech project management has documented procedures that govern the execution to provide *scalable, consistent, high-quality results*. We use a systematic approach with frequent in-process quality checks to execute our project processes. Our general project approach includes tasks in each of the following phases:

- **Initiation (Pre-Event)**

- **Annual coordination and training** – Conduct annual trainings and meetings with City staff to plan and test execution protocols and identify potential risks/mitigation opportunities. Tetra Tech will provide training in debris management, monitoring, and collection functions.
- **Contract review** – Review contracts for understanding of contractual requirements and possible cost savings.
- **Communication systems checks** – Verify that communication systems function as designed and reporting needs are understood.

- **Mobilization (Immediately Prior to and Following Event)**

- **Scope, tasking, and budget** – Determine services required, performance metrics, schedule, and budget constraints.
- **Deployment and resource requirements** – Develop work plan and safety plans. Update risk matrix for work plan specifics.
- **Staging of equipment and resources** – Coordinate movement of required support equipment/supplies and setup of communication and information systems.

- **Execution (Post-Event)**

- **On-boarding and training staff** – Conduct suitability for work checks and provide targeted training program based on work and safety plans.
- **Monitoring** – Supervise field operations, quality assurance/quality control (QA/QC) in-process checks, prioritization of resource management, and project reporting.

CITY OF PEMBROKE PINES, FLORIDA



TAB 3: OPERATIONAL PLAN

- **Communication** – Conduct status meetings and communicate project metrics and other pertinent information.
- **Issue tracking/resolution** – Conduct issue identification, staff communication, and resolution tracking.
- **Closeout (Post-Event)**
 - **Documentation deliverable** – Produce and deliver required documentation to support auditing.
 - **Demobilization** – Manage reduction in staff, post-use maintenance, and movement of equipment and supplies.
 - **Audit support** – Provide continued availability of information systems to support closeout information requests.

Client Interaction

Coordinated project communications coupled with accurate information enables effective decision-making. Our implementation of this provides our clients with the benefits:

- **Common Operating Picture**
 - Tetra Tech's real-time data sharing information portal allows the client, the debris removal contractors, and the monitoring firm to access the same accurate information, which markedly improves their ability to execute efficiently. The result is a much more efficient completion of project objectives.
- **Interoperability**
 - The information portability across disparate systems is the true power of Tetra Tech's client interaction and communication system. It allows integration with existing systems to provide better understanding and coordination among organizations.
- **Reliability, Scalability, and Portability**
 - Documented procedures and protocols **enable scalability without loss in fidelity** and quality of work product. When in-process quality controls and team cross-training are added, the ability to tolerate faults without affecting outcome is substantially increased.
- **Resiliency and Redundancy**
 - Experience operating in disasters enables Tetra Tech to design systems and processes to be **able to withstand loss of infrastructure and key personnel** yet maintain client expectations for information. This is accomplished not only in technology design, but in effective procedural protocols and our risk mitigation component.

Tetra Tech's project managers use methods specifically aimed at increasing the success of the team by engaging in **collaborative problem solving and issue resolution**. By approaching others with professional mutual respect, our project managers form relationships that allow close coordination between the client and other contractors, ultimately improving communication, coordination, and efficiency of the project.

Emergency Push Period

The emergency push period begins immediately following an event. Debris removal contractors coordinate with City crews to clear blocked roadways for emergency vehicle passage. Tetra Tech is prepared to assist during the push period by providing the following services:

- Documenting blocked roads that require immediate clearance
- Administering the sign-in and sign-out of labor and equipment to track time and materials (T&M) charges
- Helping staff maintain maps or databases to track road clearance progress and other essential tasks, as requested
- Maintaining documentation for reimbursement of emergency push work

Operational Schedule

Based on Tetra Tech's understanding of the City and their needs, we have developed a draft mobilization schedule with key project management tasks in chronological order. The timeline is based on a typical activation; however, Tetra Tech is prepared to work with the City to adjust the timing of the specific elements below to meet the City's needs.

CITY OF PEMBROKE PINES, FLORIDA



TAB 3: OPERATIONAL PLAN

Prior to an event with warning (such as a hurricane), our team will begin monitoring the landfall of any tropical system at H-96 and will coordinate via conference call with the City. Following an event without warning (such as tornadoes or flooding), Tetra Tech will begin response at H-0.

Exhibit 3-2: Disaster Debris-Generating Event Implementation Plan

Timeline	Task	Implementation Actions (Responsible Party: Tetra Tech)
Preparedness		
Pre-event (normal conditions)	Meet with the City to review plans and documents	- Conduct annual pre-event meeting with the City and debris contractor - Review the City's disaster recovery contracts for FEMA compliance - Update critical documents and files, including any GIS files
H-96	Review capabilities and resources	- Contact the City and initiate daily conference call - Determine resource requirements from debris model - Review the City's emergency policies and contracts - Establish contact with the City's debris hauler and ensure Tetra Tech has the most up to date copy of the debris hauler contract
H-72	Execute responsibilities and activate contracts	- Review possible critical areas of concern, hospitals, major transit systems, historic districts, environmental issues, and critical infrastructure - Review protocols for private property, gated communities, and public drop-off sites - Review temporary debris management site (TDMS) locations and follow up with the Florida Department of Environmental Protection (FDEP) on permitting procedures - Estimate equipment requirements and TDMS capacity to haul and stage debris - Prepare ADMS technology for mobilization
H-48	Monitor storm track and continue preparations	- Conduct regular meetings with City staff as requested - Confirm staging location and begin mobilization of resources - Mobilize project assets and begin base camp coordination and logistics (food, water, housing, etc.) with the City and Tetra Tech headquarters (if necessary) - Review list of priority roads and the operational plan - Obtain GIS files for municipalities that the City will assist with debris removal - Continue to update and gather updates from the City's debris hauler
H-24	Prepare final reports	- Save all critical documents and files to the network drive, USB drive, and laptop hard drive - Certify emergency road clearance equipment (in coordination with the City's debris hauler) - Determine emergency road clearance priorities
H-0	ARRIVAL OF NOTICE EVENT/INITIATE RESPONSE TO NO-NOTICE EVENT	
Response		
H +24	Emergency push	- Receive notice to proceed with not to exceed - Begin emergency push - Maintain time and materials (T&M) logs for push equipment - Coordinate with the City to conduct preliminary damage assessments and road closures (if requested) - Supervisors report to pre-designated locations and prep staff on project - Begin establishing ADMS infrastructure - Begin recruiting and training monitors, project coordinators, and data staff - Initiate opening of TDMS locations - Follow up with FDEP on debris permits (if required) - Work with the City to establish public information protocols to respond to concerns and comments

CITY OF PEMBROKE PINES, FLORIDA



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H +48	Emergency push/ damage assessment	- Continue emergency push - Continue preliminary damage assessment - Develop debris cost estimate required for presidential disaster declaration - Develop operational plan for disaster-specific issues - Refine health and safety plan for disaster-specific issues
H +72	Disaster debris vehicle certification/ site preparation	- Begin hauling truck certification - Install ADMS tower monitor infrastructure - Train monitors on policies, ADMS, and safety - Open public drop-off sites as requested
H +96	Begin debris collection monitoring	- Assign monitors to trucks - Assign supervisors to monitors - Hold morning and afternoon meeting with City staff and debris hauler - Implement QA/QC procedures
Recovery		
Week 1+	Right-of-way (ROW) debris collection monitoring	- Continue ROW collection - Address household hazardous waste (HHW) issues (if critical) - Issue daily reports/GIS maps - Hold daily meetings with the City, hauler, and/or State/FEMA as required - Staff citizens debris management hotline (if requested) - Define supplemental programs required (private roads, HHW) and prepare eligibility request
Week 1+	Data management and invoice reconciliation	- Provide ADMS reports and real-time monitoring access - Establish client GeoPortal to provide insight into project progress - Review truck metrics provided by RecoveryTrac™ - Initiate weekly reconciliation - Initial payment recommendations with retainage
Week 1+	Reimbursement support/grant administration (FEMA, NRCS)	- Prepare damage/cost estimates - Compile supporting documentation (debris permits, debris contracts, etc.) - Liaise with FEMA Region IV, Florida Department of Emergency Management (FDEM), U.S. Army Corps of Engineers (USACE), etc.
Week 2+	Special projects (if required)	- Private property debris removal (PPDR) - Public drop-off sites - HHW - Mud/silt/sand removal (from storm drains, ditches, etc.) - Identify areas of operational concern and make disaster-specific recommendations to FEMA to improve efficiency
Week 3+	Financial recovery assistance staff engaged (if requested)	- Facilitate kickoff meetings with primary stakeholders - Draft a PA work plan - Conclude/review preliminary damage assessments - Gather documentation for project worksheet (PW) development - Identify opportunities for mitigation - Conduct site visits
Project completion	Document turnover/closeout	- Final reconciliation - Retainage release - Release hard copy files - Provide electronic database - Assist with PW development - Assist the City with long-term reimbursement - Audit assistance

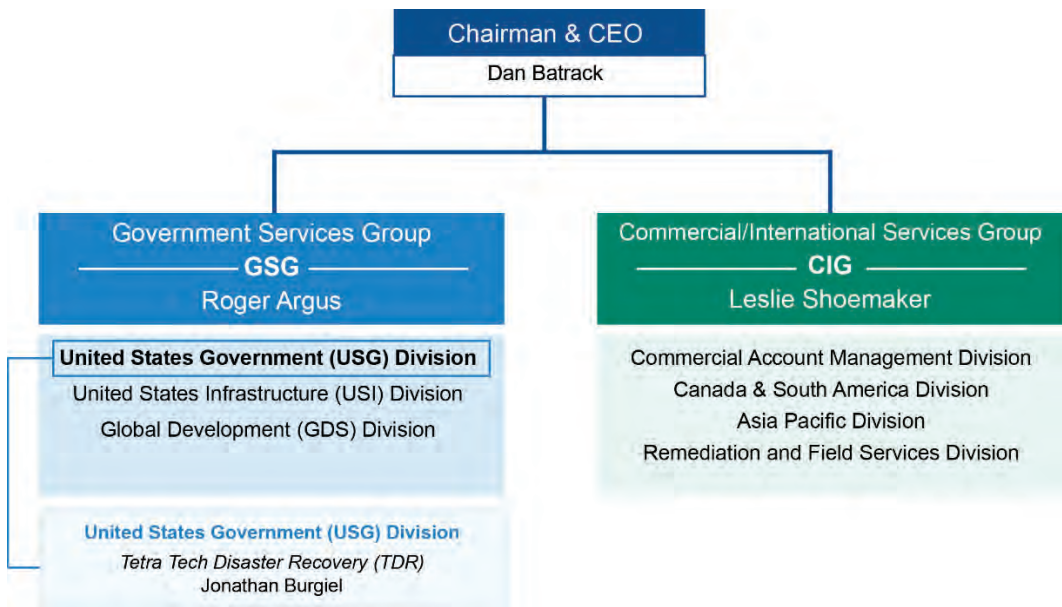


- Appeal support if necessary

Corporate Organizational Structure

Tetra Tech is organized into two primary business units and operates from 400 offices worldwide. Our corporate organizational chart has been included below. Tetra Tech’s Disaster Recovery Business Unit falls under the Government Services Group’s USG Division.

Exhibit 3-3. Corporate Organizational Chart



A list of names of all corporate officers is listed below.

Title	Name
Corporate Leadership	
Chairman, Chief Executive Officer	Dan L. Batrack
President	Leslie L. Shoemaker
Executive Vice President, Chief Financial Officer	Steven M. Burdick
Executive Vice President, Chief Engineer	William R. Brownlie
Senior Vice President, Corporate Controller and Chief Accounting Officer	Brian N. Carter
Senior Vice President, Chief Information Officer	Craig L. Christensen
Senior Vice President, General Counsel and Secretary	Preston Hopson
Senior Vice President, Corporate Administration	Richard A. Lemmon
Senior Vice President, Enterprise Risk Management	Brendan O'Rourke
Operational Leadership	
President, Commercial/International Services Group and President, Client Account Management Division	Derek G. Amidon
President, Government Services Group and President, U.S. Government Division	Roger R. Argus
President, Global Development Services Division	Keith Brown
President, Resilient and Sustainable Infrastructure Division	Mark A. Rynning
President, Canada and South America Division	Bernard Teufele
Directors	

CITY OF PEMBROKE PINES, FLORIDA

TAB 3: OPERATIONAL PLAN



Dan L. Batrack Gary R. Birkenbeuel Patrick C. Haden	J. Christopher Lewis Joanne M. Maguire Kimberly E. Ritrievi	J. Kenneth Thompson Kirsten M. Volpi Li-San Hwang

Participation of Historically Underutilized Businesses

While Tetra Tech is a large, multi-national firm with sufficient resources to complete most any project, we are committed to upholding the requirements included in 2 CFR 200 for contracting with local businesses and small, minority-owned, and/or women-owned businesses in disaster recovery projects. Tetra Tech’s procurement and contracts department works quickly and effectively procure local goods and services as needed. We are committed to hiring local personnel and firms whenever possible. We also maintain a comprehensive list of qualified companies located in Florida to aid us in selecting appropriately qualified subcontractors.

For debris monitoring assignments, we routinely utilize local engineering, construction inspection, and staffing firms to provide staff augmentation services. We find that these types of firms have field and documentation experience similar to disaster debris monitoring and fit in well with our project teams.

Although, Tetra Tech does not intend to utilize subcontractor to perform this work, should the need for a particular skill set arise during a project, Tetra Tech diligently promotes an equitable opportunity to subcontractors whose capabilities complement our own. Tetra Tech has already performed a Good Faith Effort outreach to firms whose capabilities may be of benefit to this project. *The Good Faith Effort documentation has been included following this section.*

As evidence of our commitment to local and minority participation in our projects, in 2016 Tetra Tech was presented with the Mentor of the Year Award by the U.S. Agency for International Development’s Office of Small and Disadvantaged Business Utilization. The Mentor of the Year Award annually recognizes a large prime contractor for effective development assistance given to a small business. Tetra Tech received the award at the USAID Annual Small Business Conference held on May 4, 2016, in Washington, DC.

Additionally, in February 2019, Tetra Tech received the City of Houston Goods and Services Prime Contractor of the Year Award at the 6th Annual Champions of Diversity Awards Ceremony. Tetra Tech is honored to be selected for such award, and it demonstrates our commitment to work with minority, women, small, and disadvantaged business enterprises.



Tetra Tech receiving the City of Houston Goods and Services Prime Contractor of the Year Award at the 6th Annual Champions of Diversity Awards Ceremony.

RecoveryTrac™ Electronic Debris Management System

In today's technology-driven society, paper-based systems are quickly becoming obsolete. Recognizing the migration to electronic-based systems, our team has spent years on research and development in an effort to streamline the debris collection documentation process, with a focus on minimizing the cost to our clients while improving the visibility of debris project operations. RecoveryTrac™ is the result of these efforts. RecoveryTrac™ is a scalable and fully featured disaster management application designed specifically to address the operational challenges faced during a disaster recovery project.

Our proprietary ADMS technology, RecoveryTrac™, is one of only three systems validated by the U.S. Army Corps of Engineers (USACE). The system provides real-time collection of data and offers multiple solutions to data management, reporting, invoice reconciliation, and project controls that cannot be achieved with a paper-based program.

Tetra Tech has implemented RecoveryTrac™ ADMS technology on our last 200 FEMA Public Assistance (PA)-eligible projects. On these projects, our clients and FEMA found this state-of-the-art technology to increase efficiency and improve the management of debris removal efforts. RecoveryTrac™ meets data requirements of FEMA, FHWA, and additional reimbursement agencies.

Handheld units (HHU) will be distributed and utilized by field staff, as described on page 28-29 of the RFP. This process has been described in in this section under: A. Disaster Debris Monitoring.

Key Benefits and Features of RecoveryTrac™

Ability to Respond. Combined with the on-hand inventory of over 6,000 handheld devices and the ability to rapidly procure additional equipment through preferred vendor relationships, the County can rely on our mobilization strategy for zero-day activations in disasters covering large areas with little or no notice. **The on-hand inventory can be on-site and ready to use within 24 hours of a notice to proceed,** and additional needs can be met quickly (in most cases, 72 hours or less).

Simple and Intuitive. A key foundation of our mobilization strategy is the ability to quickly hire and train local residents and begin debris removal operations. The mobile application is simple to understand and intuitive, allowing most users to begin using the device once the standard monitor training is completed.

Cost Effective. RecoveryTrac™ combines the advantage of automation and the desire of our customers to control costs by utilizing widely available commercial equipment and increasing the simplicity of operations.

Technical Support. RecoveryTrac™ is designed to be self-repairing when possible; most support needs are resolved by field supervisors who are able to reach field monitors within 15–30 minutes in most cases. In addition, we have dedicated technicians at disposal sites and provide a field service center to maintain and repair equipment.

Real-Time Reporting. The key to successful management of a debris project is the timely availability of relevant information needed to make sound decisions and respond to anomalies before they become issues. Our powerful reporting engine allows the user to monitor contractor performance, track damages, track street-by-street debris removal progress, and identify and resolve potential problems as they happen. The geospatial reporting systems within RecoveryTrac™ provide real-time information that raises the bar for post-disaster project management.



RecoveryTrac™ Key Facts

- Owned and operated by Tetra Tech
- Over 6,000 mobile units on-hand and ready for state-wide multi-district mobilizations
- Meets USACE specifications for electronic debris monitoring handhelds
- Real-time situation awareness of field resources and efficient direction to support County priorities
- Real-time GIS web services for EOC information and visualization systems
- Capable of collecting data regardless of cellular service
- Automated photograph and GPS capture
- Provides reports and pass map tracking in real-time
- Minimizes chance of fraud through real-time monitoring
- Minimizes data entry and human error
- Expedites invoice reconciliation
- Intuitive and user-friendly

CITY OF PEMBROKE PINES, FLORIDA



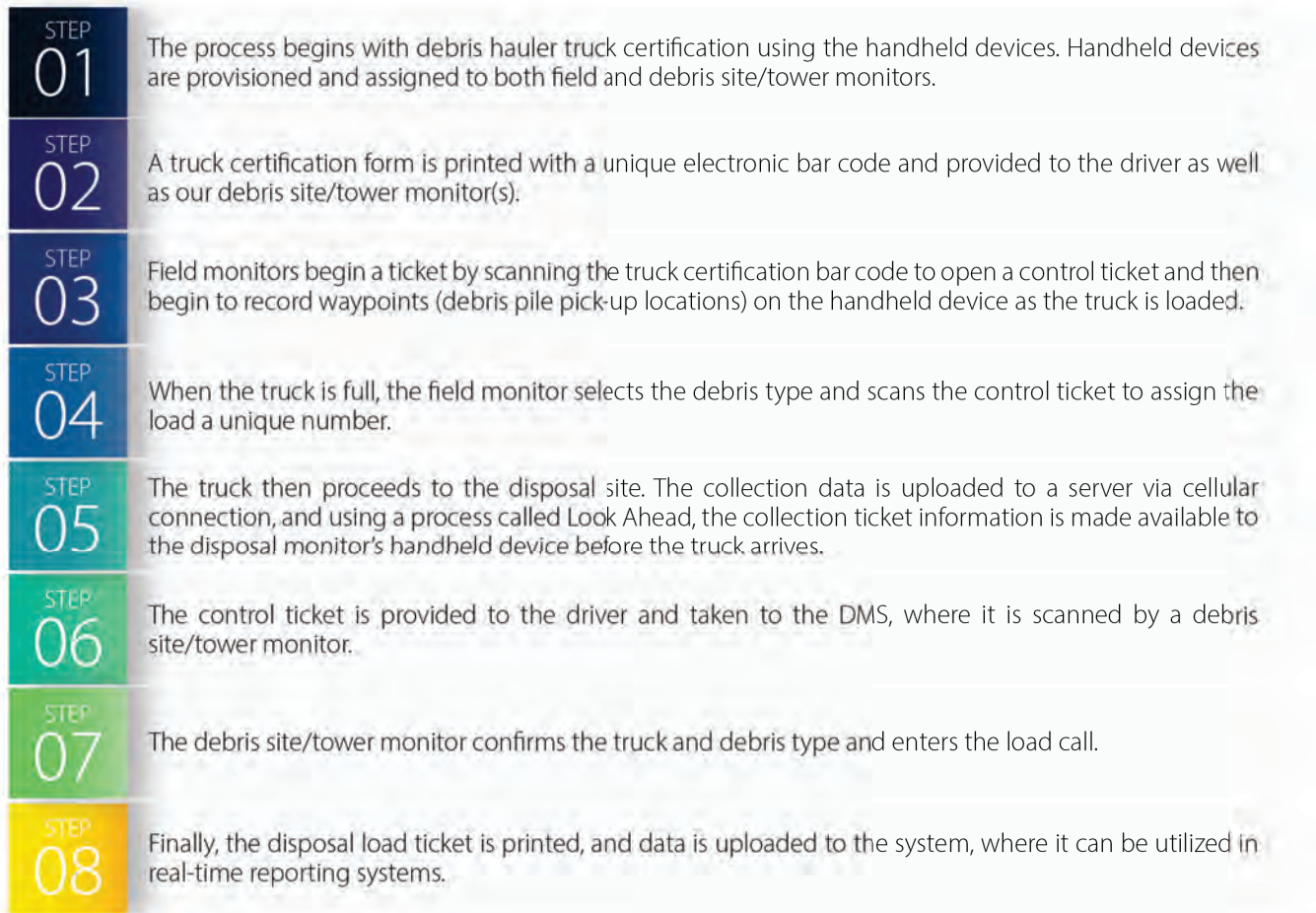
TAB 3: OPERATIONAL PLAN

Truck Tracking. Our system provides the County with real-time location data for debris hauler assets. This translates into the ability to manage assets to those hardest hit locations or distribute assets more evenly based on issues such as first-pass completion, traffic patterns, and hot spots.

Real-Time, Customized Reporting. The key to successful management of a debris project is the timely availability of relevant information needed to make sound decisions and respond to anomalies before they become issues. Our powerful reporting engine allows the user to monitor contractor performance, track damages, track street-by-street debris removal progress, and identify and resolve potential problems as they happen. The geospatial reporting systems within RecoveryTrac™ provide real-time information that raises the bar for post-disaster project management.

The RecoveryTrac™ Process

The steps of the RecoveryTrac™ process are as follows:



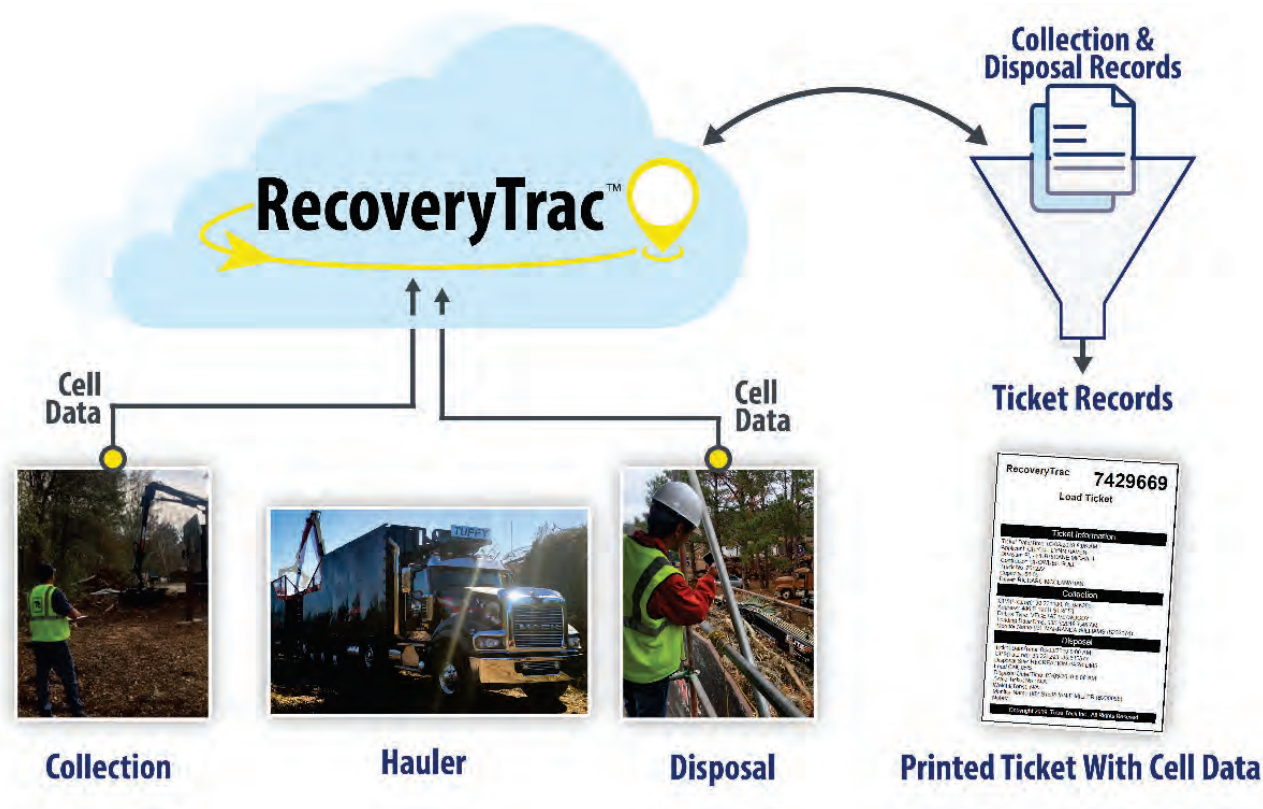
CITY OF PEMBROKE PINES, FLORIDA



TAB 3: OPERATIONAL PLAN

Even when there is no cellular connection, the handheld devices continue to operate in connected mode; however, the data is stored on the device until a data connection is restored. The device periodically searches for this connection, and when services are located, the device automatically uploads the stored ticket data.

Exhibit 3-4: RecoveryTrac™ Process



Debris Estimate Methodology

It is critical to understand estimated quantities of debris to adequately plan for project operations and mobilization. Tetra Tech has found that rather than relying on a single approach, a combination of debris-estimating methodologies generally produces a more accurate estimate. Tetra Tech uses the following debris-estimating methodologies:

- **Data-driven debris-estimating model.** Tetra Tech has developed a data-driven debris-estimating model that takes into consideration factors such as hurricane strength category, estimated storm surge, coastal households, amount of vegetative cover, dockage, and other unique factors to develop debris estimates for a community.
- **Field survey.** "Boots on the ground" Tetra Tech staff will also work to estimate the expected volume of debris. Tetra Tech's experienced field staff complete windshield surveys and the information collected is aggregated by an experienced project manager to generate field survey based debris estimates.
- **Aerial surveys.** Finally, Tetra Tech can develop debris estimates using Unmanned Aircraft Systems (UAS, or more commonly drones) to estimate debris quantities from inaccessible areas. Tetra Tech drones can capture topographic survey data, including orthophoto, contour, digital terrain, and dense point cloud data to develop estimated volumes of debris within an impacted community.

Exhibit 3-5: Aerial Survey in Nashville, Tennessee**On-Boarding/Hiring Approach**

Immediately following the impact of a known event, Tetra Tech will establish Human Resources (HR) hiring centers in the field throughout the region in the affected areas. The hiring center provides efficient hiring and training processes that meet the stringent Tetra Tech field operation requirements and any specific requirements of our clients. The hiring center is designed to be quickly mobilized, transported, and set up to allow near immediate response for field staffing needs. The hiring center is typically staffed by three trained HR representatives and can process hiring of hundreds of staff per day. The hiring center can be quickly scaled to meet the most demanding needs for staff. The hiring center advertises locally and reaches out to local workforce centers to utilize persons seeking employment in the community.

Vehicle Certification

Tetra Tech's ADMS technology, RecoveryTrac™, is used to electronically certify all trucks used in an activation. Our team follows a proven vehicle certification procedure that complies with FEMA guidelines and results in maximum reimbursement. Our certification includes:

- Unique truck numbers for contractor crews and equipment
- Automated truck certification form, including:
 - o FEMA guidelines on truck certification documentation and volume calculations
 - o Barcode for automated ticket scanning
- Vehicle notations on the truck certification form and vehicle placard, informing tower monitors of sideboards, tailgates, or other modifications
- Photographs of vehicles, vehicle cavities, and drivers
- Periodic spot checks and recertification of trucks to identify trucks altered after initial certification

Benefits of using Tetra Tech's mobile truck certification application include:

- Electronic volume calculations
- Instantaneous upload to the RecoveryTrac™ database
- Immediate QA/QC checks to verify the truck certification calculations
- Automated photo-matching of truck and driver photographs

The truck certification application allows us to complete truck certifications in *30% less time than with a paper-based system.*

CITY OF PEMBROKE PINES, FLORIDA

TAB 3: OPERATIONAL PLAN



Exhibit 3-6: Truck Audit Report

RecoveryTrac Truck Certification Audit Report				Trucks Certified On: *All				
CITY OF PEMBROKE PINES HURRICANE IRMA ROW COLLECTION - Truck Certification Summary								
	Tot Trucks Certified	Tot Certified Capacity	Avg Certified Capacity					
Contractor: TROPICAL TOUCH	11	856	77.82					
Totals:	11	856	77.82					
CITY OF PEMBROKE PINES HURRICANE IRMA ROW COLLECTION - Project Truck Certification Details								
Contractor: TROPICAL TOUCH								
Sub-Contractor 1: NONE								
Sub-Contractor 2	Truck No.	Capacity	Cert Date	Status	Vehicle Tag	Vehicle Type	Vehicle Features	QC Audit/Approval
NONE	623170	98	10/09/2017 10:16 AM	ACTIVE	C6985S (FL)	SEMI-TRAILER	CURVED/ANGLED SIDE/FLOORS;	QC Complete
NONE	623171	100	10/09/2017 10:21 AM	ACTIVE	1714CQ (FL)	SEMI-TRAILER	CURVED/ANGLED SIDE/FLOORS;	QC Complete
Primary Box (L x W x H): 535x88x99 = 4660920.0 (+) Type: Box (L x W x H): 21x88x18 = 16632.0 (- /2) Total Volume: 4644288.0 Cu Inches (/46656)= 99.54 CuYds								
Driver-Placard View		Side View		Back-Interior View		Front View		
								

Our disaster debris vehicle certification procedure includes the following:

- Generation of unique truck numbers for contractor crews and equipment
- Automated truck certification form, which includes the latest FEMA guidelines on truck certification documentation and volume calculations and a bar code for automated ticket scanning
- Special vehicle notations on the truck certification form and vehicle placard, which inform tower monitors of sideboards, tailgates, or other modifications, thus discouraging debris removal contractors from fraudulently altering vehicles after certification
- Photographs of vehicles, vehicle cavities, and drivers
- Periodic spot checks and recertification of trucks to identify trucks altered after initial certification

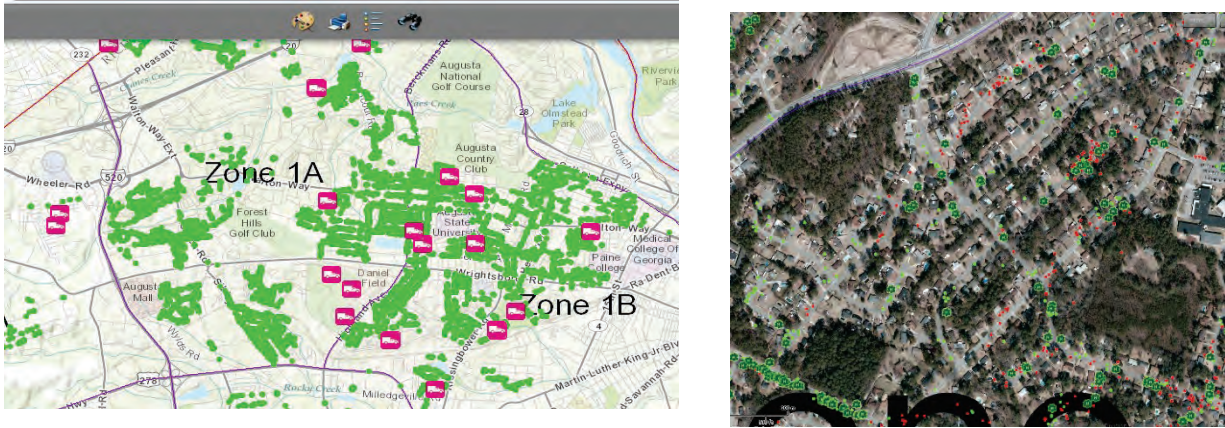
Right-of-Way Collection Reporting

Our ADMS technology allows the City to view debris collection points, truck locations, monitor locations, damage, incidents, and daily metrics at any given time. The additional geospatial reporting capabilities are made possible through the Tetra Tech approach to field monitoring.

At each debris collection point, the field collection monitor marks the waypoint or location of the debris pile to collect GPS coordinates. The map below displays the waypoints associated with each collection ticket issued in the field. The waypoint collection report is updated in real time and can be filtered by date.



Exhibit 3-7: Waypoint Collection/Hazardous Tree Maps

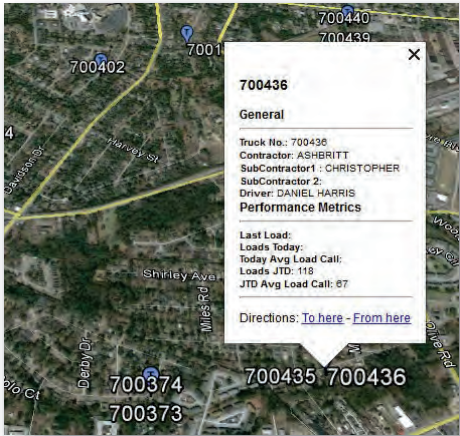


An additional feature of our ADMS technology is that each handheld device reports back the location of the device regularly. By leveraging this location information, Tetra Tech can view monitor locations and truck locations in real time, as demonstrated in Exhibits 3-8 and 3-9.

Exhibit 3-8: Monitoring Locations



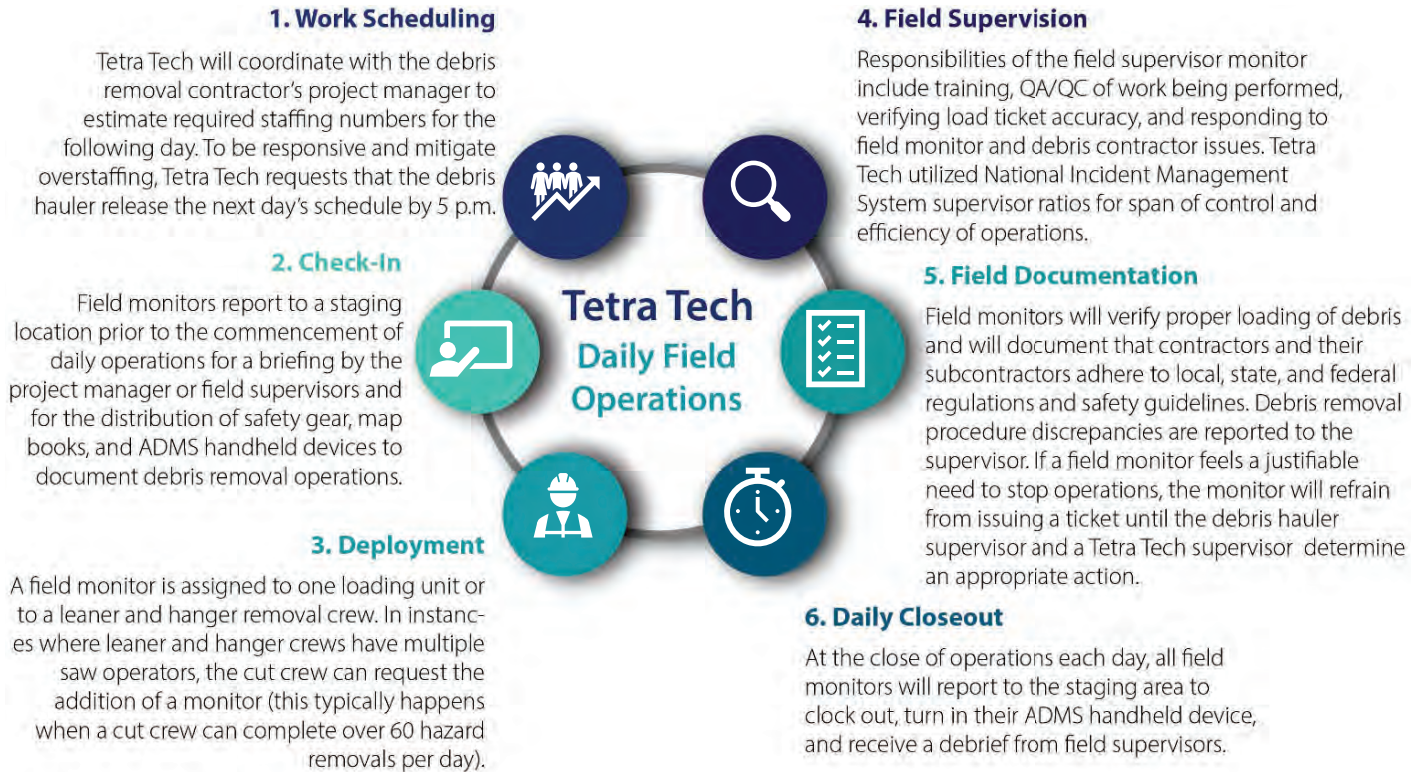
Exhibit 3-9: Truck Locations



Monitoring Removal of Debris

The Tetra Tech debris monitoring program includes the following:

Exhibit 3-10: Tetra Tech Daily Field Operations



7. Contractor Completion. Tetra Tech will assist the County in completing the project efficiently and within the timelines set forth in the RFP. There are many aspects of debris removal that are outside of the monitoring firm's control but will still need to be managed. Tetra Tech will assist the County with managing these goals by implementing the following strategies: Tetra Tech will assist the City with managing these goals, including the following:

- The ability of a debris contractor to respond with sufficient equipment will affect the proposed schedule. Tetra Tech will provide burn rate analysis to verify the proper equipment is being provided. This will be adjusted as more accurate debris estimates are available.
- Leapfrogging by the contractor (cherry picking work being performed) is detrimental to the efficiency of operations and will be reported.
- Invoices by the contractor need to be produced in a timely manner so that Tetra Tech can reconcile in a timely manner. Tetra Tech will work to make the contractors aware of an appropriate time frame for invoicing and will communicate with the City if deadlines are not being met.
- Deadlines for collecting debris are set to correspond with the work schedule that is based on estimated work to be completed. As damage estimates become more accurate (as is typical throughout the process), Tetra Tech will work with City officials to adjust the timeline to appropriately reflect the changing estimates.

In addition, there are events out of the control of all parties that could negatively impact a debris removal operation (for example, inclement weather). In the event any of these circumstances occur, Tetra Tech will work closely with the County to refine timelines and support an expeditious recovery for the County.

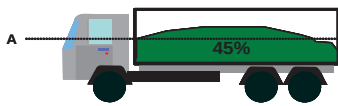
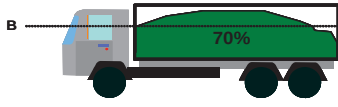
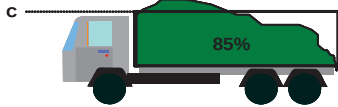
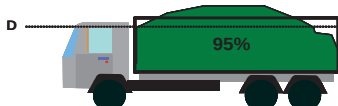
Temporary Debris Management Site Monitoring

Response to debris-generating events requires locating temporary debris management sites (TDMS), emergency permitting of TDMS (including debris burning and State regulatory permits), baseline soil testing before the TDMS are opened and as part of remediation process, and recycling and diversion initiatives once the reduced vegetative debris is collected and processed. Tetra Tech has had significant experience assisting local governments in Florida with pre-permitting TDMS before a disaster event as well as post-disaster permitting.

As TDMS are activated, Tetra Tech will provide a minimum of two disposal monitors per site. Staffing numbers may also increase or decrease, depending on site layout. Tetra Tech verifies hauler passes through the TDMS and documentation remains accurate and complete with several daily audits by project operations managers and supervisors to verify load call accuracy and consistency. Specific documentation kept by Tetra Tech TDMS disposal monitors includes the following:

- **Load Ticket.** The load ticket is used to document that debris removal complies with all Federal Emergency Management Agency (FEMA) requirements.
- **Disposal Monitor Log.** The disposal monitor log is used as backup documentation as required by FEMA.
- **Scale Manifest Tickets.** If the debris hauling contract is weight-based, Tetra Tech will digitize and catalog tickets generated by the existing scales at the City's TDMS.
- **Incident Report.** Tetra Tech will document property damage, arguments, unsafe practices, and injuries.
- **Photographic Documentation.** Tetra Tech disposal supervisors will photograph a TDMS frequently to create a visual timeline of the site.
- **QA/QC of Field Tickets.** Disposal monitors review and verify collection monitors' work in the field.

Exhibit 3-11: Load Call Estimate Examples

	Example A. The mounded portion of the load offsets the areas where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is 45 percent.
	Example B. The mounded portion of the load offsets the areas where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is 70 percent.
	Example C. The mounded portion at the front of the load offsets the area in the back where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is 85 percent.
	Example D. The mounded portion of the load offsets the areas where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is 95 percent.



City of Pembroke Pines TDMS Locations

East TDMS – Pembroke Pines Howard C. Forman Health Park Campus

West TDMS – Stirling Road west of I-750





TAB 3: OPERATIONAL PLAN

Residential Drop-Off Sites

To provide documentation to FEMA that supports reimbursement of debris brought by the City’s residents to residential drop-off sites and proves the debris is not commercial, the City must monitor each site and screen citizens who enter. Tetra Tech is prepared to support the City by assisting with this task if needed.

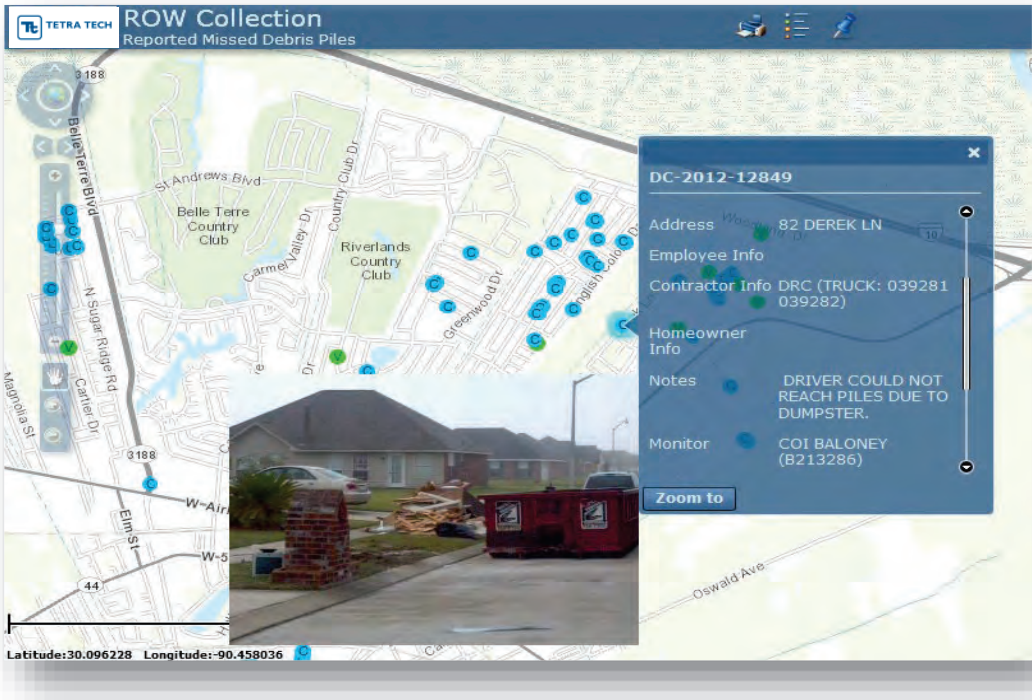
Quality Assurance/Quality Control and Compliance Program

Implementing comprehensive QA/QC protocols and technologies is critical to a debris monitoring effort. Proper QA/QC protocols reduce the amount of work associated with back-end data management, reduce invoice reconciliation timeframes, prevent fraud, and establish a sound dataset for future audits. Throughout years of experience assisting local governments with recovering from disasters and the subsequent audits, Tetra Tech has developed industry-leading QA/QC standards and protocols. The use of our ADMS technology expedites the QA/QC process and drastically reduces ticket errors that can result from traditional manual (paper and pen) debris monitoring operations. For example, monitors no longer have to carry a GPS device and manually write in GPS coordinates because this is logged automatically.

Our ADMS technology expedites the QA/QC process and drastically reduces ticket errors that can result from traditional manual (paper and pen) debris monitoring operations.

Due to the real-time information collected by our ADMS technology, Tetra Tech can establish a virtual command center to audit project information during the collection process and correct issues as they appear. For example, our ADMS technology provides reporting and tracking on any missed debris piles. This allows Tetra Tech to improve our responsiveness to resident complaints and provide real-time tracking tools to manage removal of these missed piles to the City.

Exhibit 3-12: Missed Piles Tracking





Fraud Prevention

Several practices are used to prevent debris haulers from committing fraud both in the field and remotely by real-time data monitoring. At TDMS locations, Tetra Tech disposal monitors or supervisors will randomly recertify a previously certified truck. Recalculating the truck hauling capacity helps verify that the original work was accurate and that nothing has been altered since certification. Additionally, ADMS technology displays a photo of the truck as a ticket is scanned by the disposal monitor. This makes it nearly impossible for a debris hauler to switch truck certifications between trucks or alter their truck configuration (i.e., remove sideboards).

Fraud prevention reports are run daily to identify data anomalies that may be a result of fraud. The load call report shows all load calls for a given day/monitor to confirm no trucks are receiving extraordinarily high load calls. The load ticket report and unit rate daily ticket report determine if monitors are issuing an excessive number of tickets in relation to the average number of tickets per day. The RecoveryTrac™ system includes built-in project controls that alert the data manager to anomalies that may be indicative of fraud. For example, the following data features are flagged:

- **Truck Turn-Around-Time.** The time between last pick-up location and arrival of a truck at the TDMS is tracked. A time that is too short may indicate that the debris hauler is not filling the vehicle to capacity.
- **Out-of-Bounds.** The municipality boundaries are programmed geospatially to confirm that debris pick-up remains within the eligible bounds of the City.
- **Debris Type.** Discrepancies between the debris type noted by the collection monitor and the debris type noted by the disposal monitor are flagged for review.

Hazardous Tree Removal

Guidance established by FEMA requires supporting photo documentation for each ticket issued for hazardous tree or hanger removal services. The previous standard for monitoring firms was to take supporting photographs with a digital camera and manually associate the photos to each tree ticket. Tetra Tech can utilize ADMS technology to automatically associate photographs for all hazardous tree and hanger removal operations, which eliminates the potentially extensive labor associated with this task. Additionally, our ADMS technology and software is designed to manage photo documentation by compressing and securely storing photos for field validations and audits in real time. The ability to associate photo documentation to unit rate tickets is critical for FEMA reimbursement, QA/QC, and fraud deterrence.

As work in the field is completed, the information and supporting photos are uploaded directly to our database for QA/QC checks. A QA/QC manager verifies that the photographs comply with FEMA regulations and that all measurements meet the City's contractual agreement with the contractor.

Exhibit 3-13: Real-Time Ticket Report

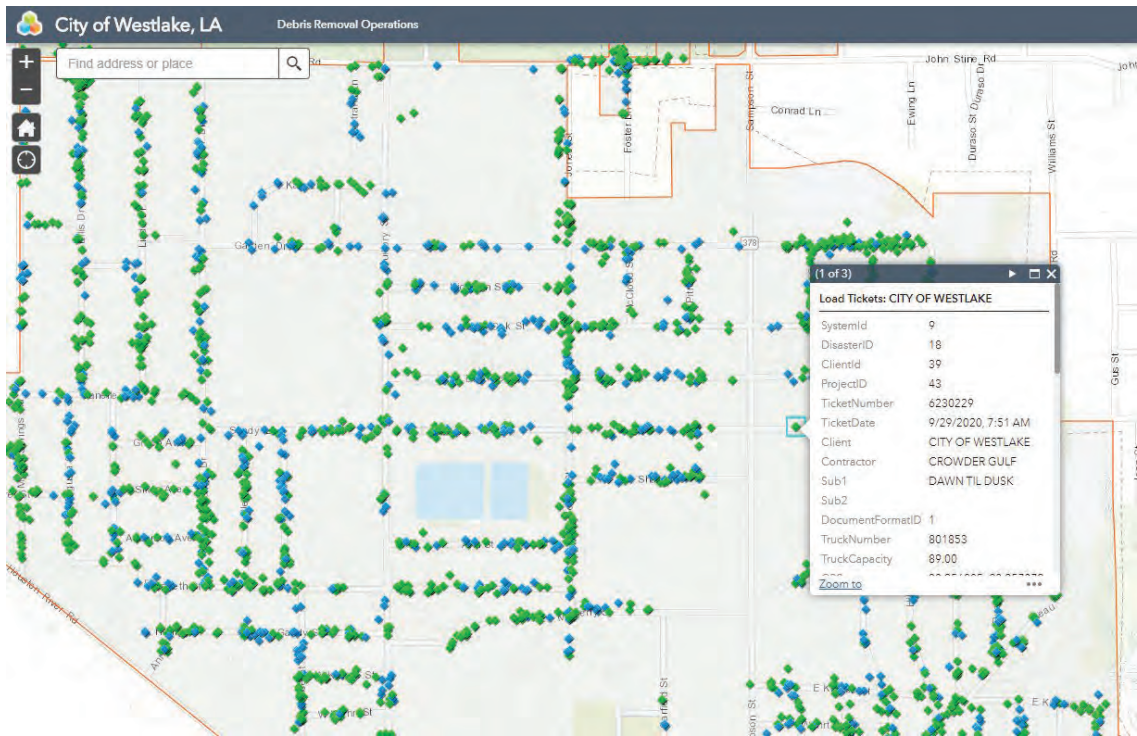
RecoveryTrac Unit Rate AuditReport (Crew: *All)											Date: 01/29/2018
Project: CITY OF PEMBROKE PINES HURRICANE IRMA ROW COLLECTION											
Total Ticket Count: 10											
Ticket No.	Monitor	Date	GPS-Lat	GPS-Lng	Address	Svc Code	Unit Cnt	Meas	Zone	Photo Cnt	QC Audit/Approval
198370004	KRYSTAL EAGLEFEATHER (B220919)	01/29/2018 12:19 PM	26.016157	-80.275632	CENTRAL TRAIL (FPL R.O.W.)	1D	8.00	4.88		4	QC Pending
PRE-WORK			MEASUREMENT			POST-WORK					



Unit Rate Ticket Geoportal Report

As monitors complete unit rate tickets for hazardous trees or hangers, their locations are logged and collected. The map below displays locations where hazardous tree or hanger removals were documented in the field. Clicking on the marker allows the user to review the data and photos collected by the field monitor (see example below). The unit rate ticket report is updated in real-time.

Exhibit 3-14: Unit Rate Ticket Map



Incident Reporting

Another key feature of our ADMS technology is that it allows field monitors to report incidents and provide supporting photographs in real time to the City, Tetra Tech, and the debris contractor. Examples of incidents include reporting pre-existing damage, damage caused by the contractor, debris piles skipped by the contractor, safety hazards, and other incidents critical to a debris removal program. As monitors complete incident reports in the field, the information and supporting photographs are uploaded to the Tetra Tech reporting server. Depending on the type of incident, priority e-mails may be sent out by the reporting server to City representatives, Tetra Tech's project team, and debris contractor representatives. Our firsthand experience assisting local governments with recovering from disasters has shown that accurately capturing and photographing pre-existing damage can alleviate residential damage claims that may be submitted to the City. Additionally, the incident map developed from the collection information is essential to quickly identify unresolved contractor damages before the completion of the program.

CITY OF PEMBROKE PINES, FLORIDA

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Exhibit 3-15: Incident Report

RecoveryTrac Incident Summary Report									
Project Incident Summary: CITY OF PEMBROKE PINES HURRICANE IRMA ROW COLLECTION									
Incident Type	Total	Active	Closed	Pct Compl	Avg Day Out	Hi Pri	Emp Invl	Contr Invl	Own Invl
OTHER	2	2	0	0.0	1166	0	2	0	0
Totals	2	2	0	0.0	1166.0	0	2	0	0
Project Incident Details: CITY OF PEMBROKE PINES HURRICANE IRMA ROW COLLECTION									
OTHER (Count: 2)									
OTHER (Count: 2)									
Incident No.	Status	Priority	Date	Emp Invl	Contr Invl	Own Invl	Location	ReportingMonitor	
OO-2018-168534	Active	Normal	02/03/2018 8:16 AM	YES	NO	NO	R&D SOIL BUILDER (26.290655,-81.415698)	JEPHTE MASSENAT (B228101)	
Employee Info: CHARLES YOUMANS (B228201), R&D SOIL BUILDER SIDE 2(MORNING)PICS									
OO-2018-168501	Active	Normal	02/03/2018 7:51 AM	YES	NO	NO	R&D SOIL BUILDER (26.290365,-81.400693)	JEPHTE MASSENAT (B228101)	
Employee Info: CHARLES YOUMANS (B216770), R&D SOIL BUILDER SIDE 1(MORNING) PICS									
									

Daily Reporting Metrics

Tetra Tech has a suite of reports that are automated from RecoveryTrac™ and available in real-time via PC, tablet, or smart phone. Although the reports are available at any time to the City, Tetra Tech will submit a daily status report that includes daily cubic yards/tons collected by material and program, cumulative cubic yard/tons collected, number of debris monitors in the field, cumulative cubic yards/tons hauled to final disposal, and daily/cumulative hazard removals. Below are samples of these reports created for recent projects. Additionally, Tetra Tech takes pride in the customization of reports to meet our client's specific needs and provided reports tailored to any metrics not captured in the generic reports.

Exhibit 3-16: Sample Custom Reports Developed

Debris Removal Status Report

Wednesday, March 21, 2018

Debris Management Sites

Today and Job to Date DMS Statistics

DMS CuYds To Date

Site Name	Today	JTD
196 DMS	0.0	47,382.5
VEGETATIVE/WOODY	0.0	47,382.5
CYPRESS DMS	0.0	67,062.8
CONSTRUCTION&DEMOLITION	0.0	138.8
VEGETATIVE/WOODY	0.0	66,924.0
HIBISCUS SITE 2	0.0	61,353.8
CONSTRUCTION&DEMOLITION	0.0	33,928.9
VEGETATIVE/WOODY	0.0	27,424.9
REUTER RECYCLING OF FLORIDA INC DMS	0.0	9,072.9
CONSTRUCTION&DEMOLITION	0.0	8,826.2
VEGETATIVE/WOODY	0.0	246.7
STIRLING ROAD	0.0	41,545.9
VEGETATIVE/WOODY	0.0	41,545.9

STIRLING ROAD

REUTER RECYCLING OF FLORIDA INC DMS

HIBISCUS SITE 2

CYPRESS DMS

196 DMS

Debris Removal Status Report

Thursday, January 11, 2018

CITY OF PEMBROKE PINES, FL

FEMA-DR-4337 / FL - HURRICANE IRMA

ROW COLLECTION

Daily Statistics (01/11/2018)

CuYds Collected Vs. Remaining

Total Cubic Yards

346

VEGETATIVE/WOODY

346

Total Loads

7

Total Trucks Operating

1

Average CuYds Per Load

49.37

Average Load Call

91.43%

Disposal Sites in Operation

1

Total Cubic Yards By Zone

346

N/A

300

Zone: 12

46

Est Remaining

Total Collected

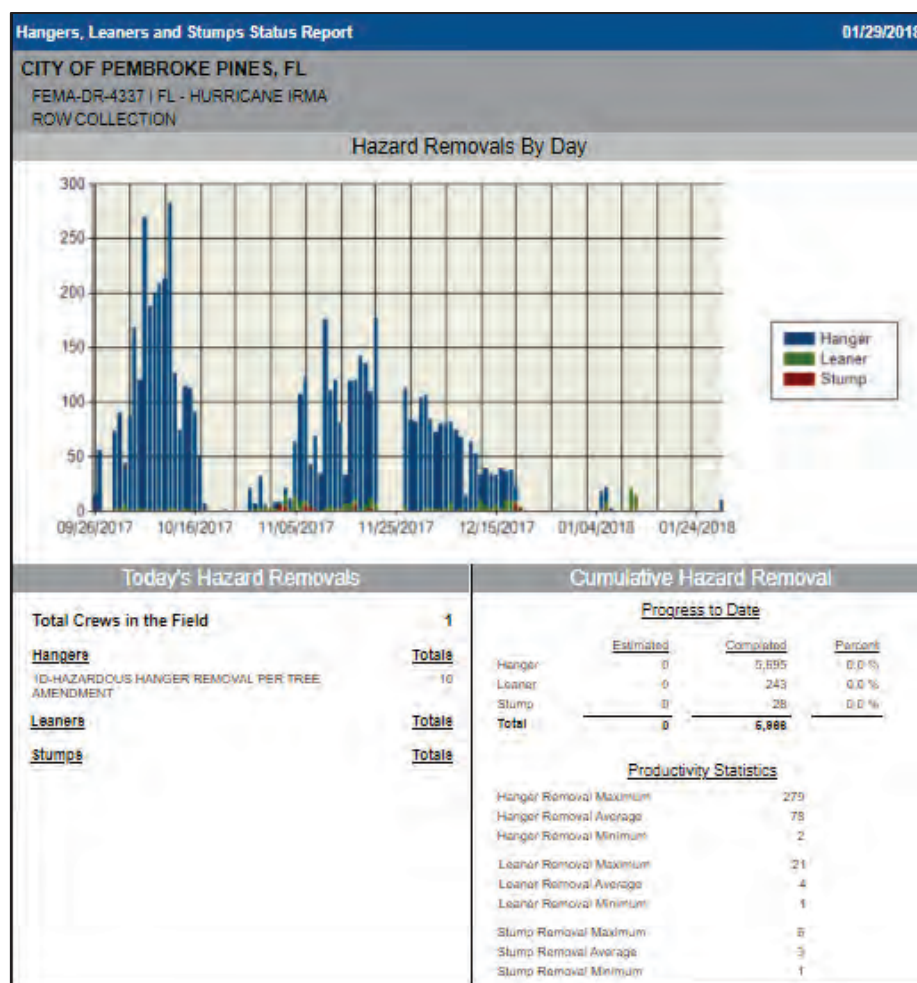
*All figures are estimates pending reconciliation

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CITY OF PEMBROKE PINES, FLORIDA



TAB 3: OPERATIONAL PLAN



Contractor Reconciliation

RecoveryTrac™ significantly reduces the amount of time needed for a contractor to generate an invoice and for the subsequent invoice reconciliation with Tetra Tech.

To expedite contractor invoice reconciliation efforts, Tetra Tech requires copies of contracts for all primary debris contractors. After reviewing the necessary contract(s), Tetra Tech sets up the RecoveryTrac™ database to generate transactions applicable to contract terms for tickets issued to each debris contractor.

Next, Tetra Tech meets with each primary debris contractor to review the debris contractor project reports that will be generated automatically via RecoveryTrac™. The debris contractor project reports will provide the debris contractors with sufficient data to reconcile with their subcontractors as well as generate invoices for payment by the client. The debris contractor is given a report login, which enables them to access the data remotely. They may run the report for a specific date or a range of dates.

Tetra Tech conducts several real-time QA/QC checks throughout the day, and a final daily comprehensive data analysis is performed at the close of operations. A final QA/QC check is completed when the debris contractor sends the invoice dataset to Tetra Tech for reconciliation. Incongruencies in the debris contractor's data are flagged for review and must be resolved prior to the issuance of a final invoice.

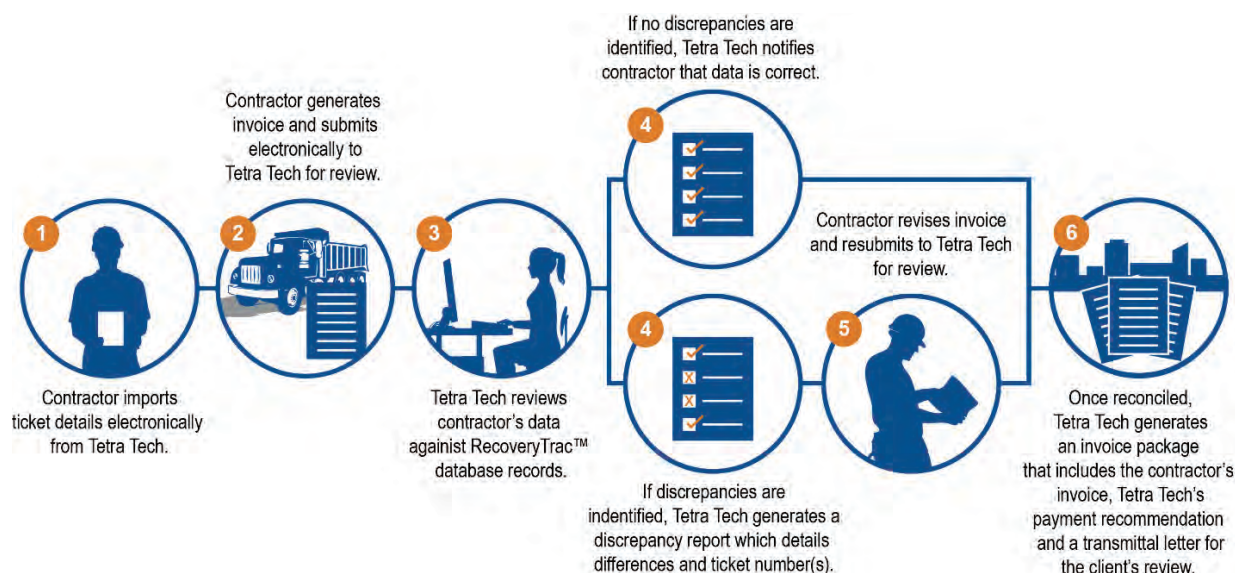
The step-by-step process for contractor invoice reconciliation in a RecoveryTrac™ project is outlined below:

CITY OF PEMBROKE PINES, FLORIDA

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Exhibit 3-17: Contractor Invoice Reconciliation Process



Once a debris contractor's invoice has been reconciled, Tetra Tech generates can payment recommendation (see Exhibit D-13 below) and transmittal letter for each invoice and submits the invoice package for review by the City. Tetra Tech's invoice package includes the following:

- o Contractor invoice
- o Tetra Tech transmittal letter and payment recommendation
- o Cost allocation data, if applicable
- o Electronic copies of supporting documentation (i.e., load tickets, unit rate tickets, or time and material logs).

Monitor Hiring and Training Program

Should the need arise, Tetra Tech may establish Human Resources (HR) hiring centers in the field throughout the region in the affected areas. The hiring center provides efficient hiring and training processes that meet the stringent Tetra Tech field operation requirements and any specific requirements of our clients. The hiring center is designed to be quickly mobilized, transported, and set up to allow near immediate response for field staffing needs. The hiring center is typically staffed by three trained HR representatives and can process hiring of hundreds of staff per day. The hiring center can be quickly scaled to meet the most demanding needs for staff. The hiring center advertises locally and reaches out to local workforce centers to utilize persons seeking employment in the community.

To properly instruct newly hired employees, Tetra Tech has developed a training program that includes modules specific to the City. These modules are complete with the information required to facilitate accurate field monitoring and ADMS implementation. Qualifying tools included in the training modules assist with the retention of the material and assist Tetra Tech in screening and selecting the most qualified personnel for the monitoring task. Training module topics include truck certification, load site monitor responsibilities, disposal monitor responsibilities, hazardous trees monitor responsibilities, and field supervisor responsibilities. Project Managers, data managers, and operations managers follow standard operating procedures and protocols established in our concept of operations plan.

Health and Safety

Tetra Tech's employees are the foundation of our business, and protecting them at all work sites is our highest priority. The company subscribes to the philosophy that all occupational incidents can be prevented and that no incident is treated as an acceptable event when we execute our work. To achieve this, the company's health and safety processes are a vital and integral part of our work.



Health and safety addressed in our operations and management systems is supported by strong leadership. Tetra Tech's leaders understand their responsibility and accountability to plan for safety and to ensure that safety measures are implemented. Preventing incidents also relies on a management system that regularly evaluates performance and identifies necessary adjustments to target continual improvement. The principal objectives of our program are codified in our written health and safety policy, which is endorsed and regularly monitored by the highest levels of our management team. Industry metrics for our 2020 health and safety performance are provided below:

- FY 2021 US Experience Modification Rate (EMR) of 0.86
- 2020 Enterprise-Wide Total Recordable Injury Rate (TRIR) 0.45
- 2020 Enterprise-Wide Lost Workday Incident Rate (LWDIR) 0.19

Tetra Tech is committed to workplace safety. As such, a project-specific health and safety plan will be developed for the scope of work. Field staff assigned to the project will be trained on the health and safety plan. Additionally, Tetra Tech project managers have completed the Occupational Safety and Health Administration (OSHA) Disaster Site Worker course and have their 10-hour Construction Safety Certification. During a debris recovery operation, Tetra Tech project managers and supervisors routinely examine the safety of field and debris staging site operations and have the authority to shut down unsafe operations. Debris staging site monitors are equipped with the appropriate personal protective equipment, which may include hard hats, appropriate footwear, reflective vests, hearing protection, and eye protection. Additionally, Tetra Tech project managers conduct regular tailgate safety sessions with their field employees to alert them of potential work hazards and review safe work practices.

Unmanned Aircraft Systems (UAS) Technology Capability

Tetra Tech is continuously working to incorporate leading-edge technology into our approach to provide our clients with innovative reporting capabilities. Evidence of this innovation in action is our disaster response team's utilization of UAS (more commonly, "drones") in a variety of applications to enhance our documentation and provide our clients with increased visibility into project scope and operations.

Our team has used UAS technology to help conduct damage assessments in communities affected by disasters. Data and imagery provided via UAS not only provides a more complete visual than photos alone, but also allows our team to survey areas that may be inaccessible after an incident. We can leverage this technology to reduce time spent accumulating ground survey data for large areas, to collect higher resolution data, and to provide real-time data capture to our clients. In addition to damage assessments, the technology is used in a similar fashion to provide increased visibility into debris removal operations and is particularly helpful for documenting parcel demolition and site remediation to better illustrate work progression throughout the course of a project. Our project teams have also used aerial imagery obtained from UAS to illustrate the progression of debris processing and removal at debris management sites.

Tetra Tech uses multiple UAS geomatics technologies on projects worldwide, including:

- Planimetric and Topographic Mapping
- Orthoimagery
- Light Detecting and Ranging (LiDAR)
- Multispectral and Hyperspectral Technology
- Mobile mapping for



UAS technology is especially useful in monitoring waterway disaster debris removal projects. Oftentimes, ease of accessibility can be an issue when working the length of some waterbodies. By using the data provided by UAS, our project team can assess the area and develop smart workplans. Furthermore, aerial images provided by UAS can demonstrate work progression on waterways where visibility from the shore is obscured.

TAB 3: OPERATIONAL PLAN

Financial Management, Recovery Services, and Other Related Services

Tetra Tech understands that the City is looking for a holistic firm to provide financial management and recovery services for post-disaster grant management and administrative services. In addition to our debris monitoring expertise, Tetra Tech is well versed in a multitude of pre and post-disaster consulting services. We have reviewed the City's scope of work, including services listed on pages 19-22, and we can assure the City that we have the well-rounded knowledge and experience performing preparedness, response, recovery, and mitigation services. A snapshot of services that we provide is illustrated on the exhibit to the right.

Exhibit 3-19 below provides an overview of the comprehensive services that we routinely provide to government entities.

Exhibit 3-18: Full-Service Emergency Management Capabilities

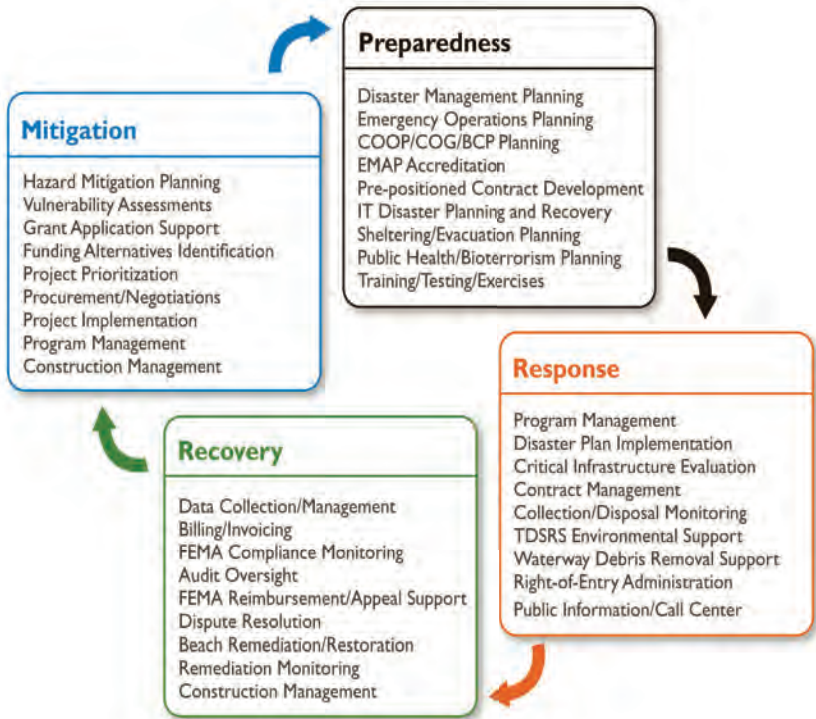


Exhibit 3-19: Expertise and Service Offerings

Service	Description	Client Value
Program Management Services		
FEMA Compliance Monitoring and Audit Oversight	FEMA guidance for reimbursement is disaster specific. A specific debris removal operation eligible for reimbursement in the past may be ineligible for reimbursement in the future. The Tetra Tech network is in constant contact with various federal agencies year round. This allows us to attain disaster-specific guidance immediately after an event, and manage disaster recovery operations and contracts appropriately.	Our team Compliance Monitoring and Audit Oversight saves communities millions of dollars a year in potential project worksheet de-obligations. Our commitment to FEMA compliance monitoring saves communities time and money.
FEMA Reimbursement Support	Managing, documenting and obtaining maximum reimbursement for disaster recovery, which requires a team of CPAs, economists and reimbursement experts.	Disaster recovery costs often exceed a community's reserves. Maximum reimbursement and assistance assures the ability to fund recovery operations, leading to a faster recovery and an economically healthy future.
Financial Recovery Services		
Damage Assessment	Deployment of a disaster response team to assist with identifying, documenting and quantifying disaster-related damages.	Allows grant recipients to focus efforts on life and safety issues while maintaining piece of mind that the grant process is underway.

CITY OF PEMBROKE PINES, FLORIDIA



TAB 3: OPERATIONAL PLAN

Service	Description	Client Value
Eligibility Consultation	Assessment of damage inventory to determine primary and secondary funding sources for repairs.	Provides grant recipients with understanding of funding options and preferences for repairs.
Project Ranking	Review of damage inventory or mitigation project listing to assign priorities to projects based on urgency and benefit.	Permits grant recipient constituents with a prioritized plan of action for reconstruction and mitigation objectives.
Financial Advisory	Assist clients with marrying local cost share requirements to funding sources.	Provides transparency of grant recipient financial burden and obligations for program participation.
Cash Flow Management	Develop cash based budget tools to assist with managing payment obligations relative to receiving proceeds.	Allows grant recipients to meet current obligations with minimum reliance upon bridge financing.
Benefit Cost Analysis	Utilize industry recognized benefit and costing processes to accurately quantify the value of funding projects and initiatives.	Provides grant recipients with a quantifiable means for understanding project value.
Feasibility & Effectiveness Studies	The planning effort designed to develop studies to demonstrate the practicality of a repair or mitigating project, as well as the sufficiency of protection offered by the project.	Ensures that projects being considered are not only financially sound, but reasonable to implement.
Site Survey & Legal Description Review	Gather necessary parcel information to confirm that acquisition and relocation projects are carried out legally.	Provides grant recipients with assurances that private property access is carried out legally without exposing it to unnecessary liability.
Appraisal & Valuation Services	Develop replacement cost and market value assessments to serve as the basis of award for grant applications.	Efficiency achieved through experience provides the scalability and accuracy required for an efficient and accurate appraisal process.
Title Due Diligence	Perform title searches, review and determinations for participation in acquisition and relocation programs.	Ensures only legal property owner is consulted for program participation.
Public Outreach Program	Develop targeted public information campaigns to include mailers, telephone outreach, website development and consultation centers.	Provides citizens with an outlet to ask questions, state concerns and apply for program participation without burdening grant recipient staff and facilities.
Public Meeting Facilitation	Organize, post and staff public meetings designed to educate citizens on program eligibility and participation.	Provides documentation of meeting notice and participation, while garnering program participation.
Homeowner Consultation	Conduct individual pre- and post-award consultations to program participants to ensure mutual understanding of program and gather necessary signatures.	Provides high level of service to citizens without burdening grant recipient staff with after-hours and weekend meetings.
Relocation Assistance Services	Assign relocation agent to participating citizens to facilitate a smooth transition and provide for a decent, safe and sanitary inspection.	Ensures that program participants are satisfactorily relocated without burdening grant recipient staff.
Property Management	Provide property inspection and remediation oversight prior to demolition.	Provides grant recipient with assurance that properties do not degrade to cause blight during interim purpose phase.
Negotiations	Present citizens with offers and negotiate/counter offer as necessary and appropriate to reach a settlement.	Provides a systematic, third party approach for reaching amicable terms between citizens and grant recipient.

CITY OF PEMBROKE PINES, FLORIDA



TAB 3: OPERATIONAL PLAN

Service	Description	Client Value
Closing Services	Coordinate with closing agent and/or attorney to provide documents required for closing.	Dedicated resources will ensure timely and efficient closing process.
Data Management	Implement Tetra Tech's proprietary automated debris management system (ADMS), called RecoveryTrac™, to ensure that grant-related data is gathered and stored in a manner that meets grant application and reporting requirements.	Grant related data is stored in a manner that provides efficient recall and review during closeout and auditing.
Document Management	Utilize RecoveryTrac™ document management portal to provide web-based, point and click document storage and viewing.	Provides efficient access to program documents for grant recipient and project stakeholders.
Grant Application Development	Compile, assemble and organize required documentation for application to grant program.	Experience with application and review process is transferred to grant recipient maximizing the opportunity for award.
Contractor Invoice Reconciliation	Reconcile contractor requests for payment with substantiating field documents and grant funding sources.	Ensures accurate payment to contractors and assigns incurred costs to funding sources to minimize local cost share.
Regulatory Compliance Monitoring	Attain required environmental and regulatory compliance certificates and documentation for local, state and federal regulatory clearances.	Documentation of proper regulatory compliance ensures maximum reimbursement and avoids fines and site shutdowns, which slow the recovery process.
Compliance Reporting	Compile, assemble and organize statistics, project progress and metrics.	Provides transparency to citizenry and project stakeholders, as well as satisfying grant reporting requirements.
Field Documentation	Project managers with expertise in construction trades observe, opine and document the completion of project implementation in accordance with contracted scopes of work.	Allows the grant recipient to demonstrate the prudent spending of grant funds and satisfy program documentation requirements.
Project Scoping	Develop scopes of work that achieve grant recipient objectives while satisfying funding and regulatory requirements of local, state and federal agencies.	Grant recipient benefits from experience with writing grant funding scopes, key terminology and awareness of historical precedence, which maximizes grant funding opportunity.
Insurance Adjusting/Subrogation	Gather and review insurance policies, claims and settlements in order to ensure non-duplication of benefit on an insured loss.	Proactively resolves insurance issues prior to a grant de-obligation.
Eligibility Appeals	During instances of funding de-obligations, drafting of compelling appeals for funding deficiencies.	Provides the grant recipient with pointed case for overturning a de-obligation ruling.
Grant Closeout	Provide final reconciliation of expenditures to grant funding applications and award documents.	Equips grant recipient with a closeout package that is organized in a fashion to satisfy grant closeout and auditing.

CITY OF PEMBROKE PINES, FLORIDA



TAB 3: OPERATIONAL PLAN

Grant Management Consulting Services

As one of the nation's premier providers of hazard mitigation, emergency preparedness, and response and recovery services, Tetra Tech is dedicated to helping our clients plan for, respond to, and recover from natural and human-caused disasters. Tetra Tech maintains a multidisciplinary staff with experience in disaster response and recovery, grant administration, and emergency management. Many are first responders, former state and local emergency management directors, and consultants who have been at the forefront nationally in developing strategies and plans in support of the U.S. Department of Homeland Security's (DHS) National Recovery Goals. ***Tetra Tech offers a complete, end-to-end solution that empowers our clients to protect their most precious assets in times of chaos.***

Over the past 20 years, our grant management experts have assisted clients with applying for and retaining grant funds, even after closeout and audit processes. Our team has extensive experience assisting local and state governments with managing and documenting projects that are eligible for federal funding through the FEMA PA Program, including multiple, large PA programs for the States of Vermont, South Dakota, and Connecticut. Our team also has significant experience with FHWA Emergency Relief (FHWA-ER) federal reimbursement, having assisted over 60 clients with FHWA application, project management, and reimbursement. ***Our team's record of success spans over 300 state and local government clients in response to over 65 declared presidential disasters, representing the recovery of more than \$6 billion in disaster grant funds. These activations have yielded grant program management engagements resulting in clients not only garnering grant funds but in retaining 99.8 percent of the funds received.***

Having a national firm with broad capabilities allows the City to bring in the right skills and background for the required scope of work and funding source. From engineers with technical capabilities (i.e., transit, road/bridge, water/wastewater, cost estimating) to former federal and state emergency management officials included on our project team, our team has direct experience with the following grant programs:

- FEMA Hazard Mitigation Grant Program (HMGP)
- FEMA Flood Mitigation Assistance Program¹ (FMA)
- FEMA Public Assistance (PA) Program
- Pre-Disaster Mitigation (PDM)
- Federal Highway Administration-Emergency Relief (FHWA-ER) Program
- FHWA Transportation Investment Generating Economic Recovery Grant
- Natural Resources Conservation Service (NRCS) Emergency Watershed Protection
- U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program

Tetra Tech has comprehensive experience working with the CDBG and CDBG-DR programs and has a successful record of helping communities across the region bolster recovery efforts and long-term resilience. Tetra Tech has applied our expertise in the CDBG-DR program to help numerous communities navigate complex program requirements, including the development of action plans, consolidated plans, grant management, application procedures, and compliance review, among other services.

Emergency Management Planning and Training

In addition to response and recovery services, our team is one of the nation's premier emergency preparedness firms, with a staff of industry experts located throughout the United States. Our team members are recognized leaders in preparedness, having performed hundreds of planning, training, and exercise projects for local, state, and federal agencies, quasi-governmental organizations, institutions of higher education, private sector businesses, and non-profit organizations. Many of our team members have previously served as state and local emergency managers and are acutely aware of how important planning and training are to maintaining an optimal level of readiness. Since 2001, our team has conducted hundreds of emergency preparedness projects while ensuring compliance with current local, state, federal, and industry standards. Listed below are the preparedness programs Tetra Tech can offer.

- **Continuity of Operations, Continuity of Government, and Business Continuity Planning.** Tetra Tech understands residents expect their government to protect the safety and security of the community. A continuity plan effectively facilitates the performance of mission essential functions during an emergency and supports effort to provide critical

¹Formerly three separate grant programs: FEMA Severe Repetitive Loss Program, FEMA Repetitive Flood Claims Program, and the FEMA Pre-Disaster Mitigation Program.

CITY OF PEMBROKE PINES, FLORIDA



TAB 3: OPERATIONAL PLAN

services in a timely manner. Tetra Tech has developed continuity of operations, continuity of government, and business continuity plans for state agencies, local jurisdictions, and private sector businesses across the country that align with the standards in the Department of Homeland Security's Federal Continuity Directive and Continuity Guidance Circulars. Continuity planning provides the interim process and alternate methods for continuing critical government services during disruptive incidents.

- **Disaster Debris Management Planning.** Tetra Tech uses a field-tested approach to develop disaster debris management plans (DDMP). Our staff develops and implements DDMPs alongside our local government clients prior to and following a disaster. Our experience has demonstrated that pairing client personnel with Tetra Tech emergency management experts provides significant benefits, such as facilitating an understanding and acceptance of work products and deliverables and providing exposure to key concepts described in the plan. Increased understanding of disaster debris management planning strengthens a client's ability to maintain and implement their plan.
- **Emergency Operations Planning/Comprehensive Emergency Management Planning.** Understanding and managing the risks of operating in an area that is vulnerable to natural and human-caused hazards is a complex challenge. Tetra Tech develops resilient and robust all-hazard emergency operations plans and comprehensive emergency management plans that will help guide response effectively and efficiently to emergencies. The plans comply with applicable local, state, and federal guidelines, and industry standards applicable to emergency planning.
- **Mitigation Planning.** As a leader in mitigation, disaster readiness, and emergency response and recovery planning for state and local governments, Tetra Tech supports clients in all phases of hazard mitigation planning, including organizing and coordinating vital resources, performing risk and vulnerability assessments, developing mitigation plans and strategies, implementing those plans and strategies, and monitoring their progress. A well-developed hazard mitigation action plan (HMAP) provides a framework for streamlining the disaster recovery process and prioritizing mitigation interventions. It makes communities less vulnerable to the effects of an event and ensures a more secure, sustainable future. Tetra Tech can assist with assessing local and regional hazards and risks, establishing mitigation goals and objectives, and identifying projects that enable the jurisdiction to prepare for and reduce the impacts of a natural or human-caused disaster by developing a comprehensive mitigation strategy.
- **Public Health Preparedness.** While state and local public health agencies have made strides in developing capacity to prepare for and respond to public health incidents, the 2009 novel H1N1 influenza event and the recent Ebola event demonstrated our nation's continued vulnerability to widespread public health emergencies. Recognizing this, the Centers for Disease Control and Prevention (CDC) developed 15 public health preparedness capabilities that define standards for public health preparedness and response. The 15 public health preparedness capabilities. Tetra Tech can assess provide assistance to address broad public health preparedness and response measures, including bio-surveillance, community resiliency, countermeasures and mitigation, incident management, information management, and surge management. Our staff of public health subject matter experts, emergency preparedness, and response professionals can help build or enhance the ability to achieve each of the public health preparedness capabilities.
- **Threat, Vulnerability, and Risk Assessment.** Conducting an assessment of potential threats, risks, and vulnerabilities is one of the first steps in developing a viable emergency preparedness plan. The community needs to have a deep understanding of their risks in order to properly prepare for an incident. Tetra Tech uses several approaches to developing a broad range of assessments from basic community risk profile to a more in-depth Threat and Hazard Identification and Risk Assessment (THIRA) depending on the needs of the community. Tetra Tech can provide assistance with the following:
- **Training and Exercises.** Tetra Tech can provide comprehensive training and exercises for our debris monitoring clients. Our training and exercises include realistic scenarios based on our experience responding to many of our nation's most challenging disasters. We provide detailed case studies of local government responses to disasters and the challenges they had to overcome. Tetra Tech develops and conducts in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP) and exercise facilitators are HSEEP-trained. Exercises include an after action report and improvement plan to document lessons learned and establish corrective actions. Tetra Tech offers the following training and exercise services:

Good Faith Efforts



Brooks, Elizabeth

From: Brooks, Elizabeth
Sent: Thursday, April 8, 2021 3:17 PM
To: Brooks, Elizabeth
Cc: TDR Contracts
Subject: Request for Qualification--Tetra Tech, Inc.--City of Pembroke Pines, FL--RFP
Attachments: AD-21-03_Disaster_Recovery_Monitoring_and_Reimbursement_Assistance.pdf

Tracking:	Recipient	Delivery	Read
	Brooks, Elizabeth		Read: 4/8/2021 3:18 PM
	TDR Contracts		
	tleal@absoluteces.com		
	ssadough@asaconsultants.us		
	acreappraisal@aol.com		
	mreddi@beacongov.com		
	jjohnson@careersusa.com		
	Rcordova@craengineering.com		
	irina@credo-engineers.com		
	floridaengineering@gmail.com		
	catherine@heisflorida.com		
	susan@hollandengineering.net		
	Kittyo@kittyoliveronline.com		
	amccafferty@mccaffertybrinson.com		
	mross@rossengineers.com		
	cpa@vitaver.com		
	Betty.Kamara@tetrattech.com	Delivered: 4/8/2021 3:17 PM	

Good Afternoon-

Tetra Tech, Inc. (Tetra Tech) is currently working on preparing a proposal in response to Request for Proposal **City of Pembroke Pines, FL- RFP No. AD-21-03 Disaster Recovery Monitoring and Reimbursement Assistance** (see attachment). Tetra Tech officially invites you to provide a **statement of qualifications** for services relevant to your organization, as described in the attached Solicitation.

This request for qualifications does not commit Tetra Tech or the City of Pembroke Pines to pay any costs incurred in the preparation and submission of a **statement of qualifications** in any form. Please understand **this is not a commitment to team** with any firms at this time. Tetra Tech, Inc. is only **pre-qualifying** firms to confirm how we are going to proceed.

If you intend to respond to this **request for qualifications**, the following instructions are required:

1. Please submit a brief company overview/profile and any past history/experience with the City of Pembroke Pines, FL.
2. Please submit name, address, phone number and email address.

3. Please submit resumes and references for the key personnel that apply to your company's service capabilities.
4. If your company is a certified SBE/MBE/WBE please provide relevant vendor identification number(s) and certificates.

All responses must be received no later than 5:00pm EST Thursday, April 15, 2021. However, it would be helpful if you provide your response as soon as possible!

Offeror must e-mail its proposal submission to: **Elizabeth Brooks** at Elizabeth.Brooks@tetrattech.com

Questions regarding this solicitation shall be directed to **Elizabeth Brooks** (phone: 407-247-1210 or Email: Elizabeth.Brooks@tetrattech.com).

Elizabeth Brooks | Contracts Administrator Assistant

Mobile +1 (407) 247-1210 | Fax +1 (321) 441-8501 | elizabeth.brooks@tetrattech.com

Tetra Tech | **Complex World, Clear Solutions™** | Emergency Management and Community Resilience Division
2301 Lucien Way, Suite 120 | Maitland, FL 32751 | tetrattech.com



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Tab 4

Project Cost



Pricing

Per the City’s instructions, Tetra Tech has provided pricing through the designated lines items listed on the BidSync website.

Supplier Response Form**CONTACT INFORMATION FORM**

IN ACCORDANCE WITH **AD-21-03** titled “**Disaster Recovery Monitoring and Reimbursement Assistance**” attached hereto as a part hereof, the undersigned submits the following:

A) Contact Information

The Contact information form shall be electronically signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal. This form must be completed and submitted through www.bidsync.com as part of the bidder's submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

COMPANY INFORMATION:

COMPANY: Tetra Tech, Inc.

STREET ADDRESS: 2301 Lucien Way, Suite 120

CITY, STATE & ZIP CODE: Maitland

PRIMARY CONTACT FOR THE PROJECT:

NAME: Betty Kamara

TITLE: Contracts Administrator

E-MAIL: tdr.contracts@tetrattech.com

TELEPHONE: 321-441-8511

FAX: 3214418501

AUTHORIZED APPROVER:

NAME: Johnathan Burgiel

TITLE: Business Unit President

E-MAIL: tdr.contracts@tetrattech.com

TELEPHONE: 321-441-8511

FAX: 321-441-8501

SIGNATURE: Jonathan Burgiel

B) Proposal Checklist

Did you submit the following items, as stated in section 1.5 “Proposal Submission” of the bid package?

Title Page	Yes ☒
Table of Contents	Yes ☒
Letter of Interest	Yes ☒

Did you make sure to submit the following items, as stated in section 1.5.1 “Proposal Requirements” of the bid package?

Tab 1 - Qualifications and Experience	Yes ☒
Attachment F: References	Yes ☒
Tab 2 - Ability	Yes ☒
Attachment H: Financial Work Sheet	Yes ☒

Tab 3 - Operational Plan	Yes ☒
Tab 4 – Project Cost	Yes ☒
Attachment A: Contact Information Form	Yes ☒
Tab 5 – Other Completed Documents	Yes ☒
Attachment B: Non-Collusive Affidavit	Yes ☒
Attachment C: Proposer's Background Information	Yes ☒

Did you make sure to complete the following documents listed in section 1.6?

Vendor Information Form	Yes ☒
Form W-9 (Rev. October 2018)	Yes ☒
Sworn Statement on Public Entity Crimes Form	Yes ☒
Local Business Tax Receipts	Yes ☒
Veteran Owned Small Business Preference Certification	Yes ☒
Equal Benefits Certification Form	Yes ☒
Vendor Drug-Free Workplace Certification Form	Yes ☒
Scrutinized Company Certification	Yes ☒
E-Verify System Certification Statement	Yes ☒
Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters for Expenditure of Federal Funds	Yes ☒
Debarment, Suspension and Other Responsibility Matters	Yes ☒
Minority-Owned Business Enterprise	Yes ☒
Woman-Owned Business Enterprise	Yes ☒
HUBZone-Certified Small Businesses / Labor Surplus Area Firms	Yes ☒

C) Sample Proposal Form

The following sample price proposal is for information only. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

SCHEDULE 1 – LABOR				
Labor - Proposer shall provide hourly rates for the following key personnel. These rates shall be fully burdened to include all applicable taxes, benefits, handling charges, overhead, and profits (excluding lodging, meals, and transportation). Proposer should add other positions necessary to provide the services outlined in this RFP and hourly rates for each. Job descriptions for each added position should be included in the proposal. Please use additional sheets if necessary.				
Item #	Position	Unit of Measure	Estimated Quantity	Price Per Unit of Measure
A1)	Project Manager	Hour	1,430.00	Price to be

	Primary point-of-contact to the City and overall responsible for all Consultant services and personnel.			Submitted Via BidSync
A2)	Operations Manager On-site manager responsible for managing day-to-day monitoring operations. Duties include conducting morning briefings, staff scheduling and field assignments, coordinating routing and collection priorities with debris hauler. Field Supervisors will report directly to the Operations Manager. Operations Manager reports to the Project Manager.	Hour	1,354.50	Price to be Submitted Via BidSync
A3)	Project Coordinator Oversees project operations, including identifying project roadblocks and needs assessment, project set-up, and final closeout.	Hour	1,810.00	Price to be Submitted Via BidSync
A4)	Field Supervisor Responsible for a crew of Field Monitors.	Hour	2,031.75	Price to be Submitted Via BidSync
A5)	Field Monitor Responsible for overseeing the DMC's debris recovery activities and issuing load tickets.	Hour	15,516.50	Price to be Submitted Via BidSync
A6)	TDMS and Drop-Off Site Monitors TDMS Monitor – Responsible for recording the volume of debris brought to a TDMS by the DMC. Drop-Off Site Monitor – Responsible for determining the eligibility of users at the public debris Drop-Off Sites and issuing load tickets to the DMC.	Hour	5,837.25	Price to be Submitted Via BidSync
A7)	Debris Site Security Unarmed and non-sworn security at TDMSs and Drop-Off Sites when sites are not open.	Hour	1.00	Price to be Submitted Via BidSync
A8)	Data Manager Responsible for Data Support Personnel.	Hour	2,132.00	Price to be Submitted Via BidSync
A9)	Data Support Personnel Responsible for tracking, verifying, and entering load tickets into a database application, digitizing source documentation.	Hour	1.00	Price to be Submitted Via BidSync
A10)	Billing/Invoice Analyst Data management, management of monitoring documentation for the Federal Emergency Management Agency (FEMA), invoice reconciliation, and the debris management system.	Hour	198.25	Price to be Submitted Via BidSync
A11)	GIS Specialist Responsible for coordinating GIS application with City GIS staff members.	Hour	1.00	Price to be Submitted Via BidSync
A12)	Grant Management Consultant Responsible for the Financial Recovery Assistance portion of the project.	Hour	1.00	Price to be Submitted Via BidSync
A13)	Quality Assurance / Quality Control Manager Ensures Quality Assurance and Quality Control of the project.	Hour	1.00	Price to be Submitted Via BidSync
A14)	Grant Management Specialist Provides support to the Financial Recovery Assistance portion of the project.	Hour	1.00	Price to be Submitted Via BidSync

PLEASE SUBMIT ANY ADDITIONAL ITEMS AS A SEPARATE ATTACHMENT TO YOUR SUBMITTAL

SCHEDULE 2 – OTHER SERVICES

Proposer shall provide rates for aerial photographs and annual services. These rates shall be all-inclusive, relieving the City of any additional fees or charges for these services.

Item #	Item / Description	Unit of Measure	Estimated Quantity	Price Per Unit of Measure
B1)	Aerial Photo (one flight and one photograph)	Each	1.00	Price to be Submitted Via BidSync
B2)	Aerial Photo Package (Five photos per flight, different locations)	Each	1.00	Price to be Submitted Via BidSync

				BidSync
B3)	Photograph Copies (per duplication of original photo)	Each	1.00	Price to be Submitted Via BidSync
B4)	Additional Photographs (per photo, same flight, same location, different view)	Each	1.00	Price to be Submitted Via BidSync
B5)	Additional Location (one photo, same flight, different location)	Each	1.00	Price to be Submitted Via BidSync
PLEASE SUBMIT ANY ADDITIONAL ITEMS AS A SEPARATE ATTACHMENT TO YOUR SUBMITTAL				

Please enter your password below and click Save to update your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See [Electronic Signatures in Global and National Commerce Act](#) for more information.)

To take exception:

- 1) Click Take Exception.
- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **ttbdr**

Password *

Save

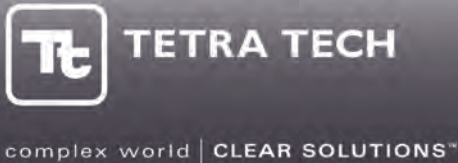
[Take Exception](#)

[Close](#)

* Required fields

Tab 5

Other Completed Documents





Other Completed Documents

- Attachment B: Non-Collusive Affidavit
- Attachment C: Proposers Background Information

Supplier Response Form



City of Pembroke Pines

Attachment B

NON-COLLUSIVE AFFIDAVIT

BIDDER is the Tetra Tech, Inc.,
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

Printed Name/Signature | Jonathan Burgiel

Title | Business Unit President

Name of Company | Tetra Tech, Inc.

Please enter your password below and click Save to update your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See [Electronic Signatures in Global and National Commerce Act](#) for more information.)

To take exception:

- 1) Click Take Exception.
- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **ttbdr**

Password *

Save

[Take Exception](#)

[Close](#)

* Required fields

Supplier Response Form

PROPOSER'S BACKGROUND INFORMATION

Please provide the following information. Additional sheets may be attached as required.

1) Under what former name has your business operated? Include a description of the business.

The TDR Division, which is a division within Tetra Tech has performed disaster debris monitoring services under the following previous business names:
1. R.W. Beck (2001 - 2005)

2) At what address was that business located?

2301 Lucien Way
Suite 120
Maitland, FL 32751

3) Have you ever failed to complete work awarded to you. If so, when, where and why?

Tetra tech has never failed to complete work associated with disaster debris monitoring services.

4) Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

Yes - See attached proposal.

5) Will you subcontract any part of this WORK? If so, give details including a list of each sub-contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

No

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

6) List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

None

- 7) List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

Tetra Tech has never had any bond claims associated with disaster debris monitoring services.

- 8) List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

Tetra Tech certifies that it has:

☒ No current claims, arbitrations, administrative hearings, mediations and lawsuits related to disaster debris monitoring services

☒ No pending lawsuits related to disaster debris

- 9) List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

Tetra Tech certifies that it has no current criminal proceedings or hearings concerning business related offenses associated with disaster debris monitoring services.

- 10) Are you an cb Original provider cb sales representative cb distributor, cb broker, cb manufacturer, cb other, of the commodities/services proposed upon? If other than the original provider, explain below.

Original Provider

- 11) Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:

No

- 12) Describe the firm's local experience/nature of service with contracts of similar size and complexity, it the previous three (3) years:

Since 2009, Tetra tech has held the City of Pembroke Pines contract for disaster debris monitoring services, which allows our team to provide an efficient and cost-effective disaster recovery clean-up with no learning curve. Following Hurricane Wilma, the Tetra Tech team successfully managed the City's disaster recovery

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER's qualifications to perform under the contract may cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

Tetra Tech, Inc.

(Company Name)

Jonathan Burgiel

(Printed Name/Signature)

Please enter your password below and click Save to update your response.
Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See [Electronic Signatures in Global and National Commerce Act](#) for more information.)

- To take exception:**
- 1) Click Take Exception.
 - 2) Create a Word document detailing your exceptions.
 - 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **ttbdr**

Password *

Save

Take Exception

Close

* Required fields

Supplier: Tetra Tech, Inc**CONTACT INFORMATION FORM**

IN ACCORDANCE WITH AD-21-03 titled “Disaster Recovery Monitoring and Reimbursement Assistance” attached hereto as a part hereof, the undersigned submits the following:

A) Contact Information

The Contact information form shall be electronically signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal. This form must be completed and submitted through www.bidsync.com as part of the bidder's submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

COMPANY INFORMATION:

COMPANY: **Tetra Tech, Inc.**

STREET ADDRESS: **2301 Lucien Way, Suite 120**

CITY, STATE & ZIP CODE: **Maitland**

PRIMARY CONTACT FOR THE PROJECT:

NAME: **Betty Kamara** TITLE: **Contracts Administrator**

E-MAIL: **tdr.contracts@tetrattech.com**

TELEPHONE: **321-441-8511** FAX: **3214418501**

AUTHORIZED APPROVER:

NAME: **Johnathan Burgiel** TITLE: **Business Unit President**

E-MAIL: **tdr.contracts@tetrattech.com**

TELEPHONE: **321-441-8511** FAX: **321-441-8501**

SIGNATURE: **Jonathan Burgiel**

B) Proposal Checklist

Did you submit the following items, as stated in section 1.5 “Proposal Submission” of the bid package?

Title Page	Yes ☒
Table of Contents	Yes ☒
Letter of Interest	Yes ☒

Did you make sure to submit the following items, as stated in section 1.5.1 “Proposal Requirements” of the bid package?

Tab 1 - Qualifications and Experience	Yes ☒
Attachment F: References	Yes ☒
Tab 2 - Ability	Yes ☒
Attachment H: Financial Work Sheet	Yes ☒
Tab 3 - Operational Plan	Yes ☒
Tab 4 – Project Cost	Yes ☒
Attachment A: Contact Information Form	Yes ☒
Tab 5 – Other Completed Documents	Yes ☒
Attachment B: Non-Collusive Affidavit	Yes ☒
Attachment C: Proposer’s Background Information	Yes ☒

Did you make sure to complete the following documents listed in section 1.6?

Vendor Information Form	Yes ☒
Form W-9 (Rev. October 2018)	Yes ☒
Sworn Statement on Public Entity Crimes Form	Yes ☒
Local Business Tax Receipts	Yes ☒
Veteran Owned Small Business Preference Certification	Yes ☒
Equal Benefits Certification Form	Yes ☒
Vendor Drug-Free Workplace Certification Form	Yes ☒
Scrutinized Company Certification	Yes ☒
E-Verify System Certification Statement	Yes ☒
Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters for Expenditure of Federal Funds	Yes ☒
Debarment, Suspension and Other Responsibility Matters	Yes ☒
Minority-Owned Business Enterprise	Yes ☒
Woman-Owned Business Enterprise	Yes ☒
HUBZone-Certified Small Businesses / Labor Surplus Area Firms	Yes ☒

C) Sample Proposal Form

The following sample price proposal is for information only. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

SCHEDULE 1 – LABOR				
Labor - Proposer shall provide hourly rates for the following key personnel. These rates shall be fully burdened to include all applicable taxes, benefits, handling charges, overhead, and profits (excluding lodging, meals, and transportation). Proposer should add other positions necessary to provide the services outlined in this RFP and hourly rates for each. Job descriptions for each added position should be included in the proposal. Please use additional sheets if necessary.				
Item #	Position	Unit of Measure	Estimated Quantity	Price Per Unit of Measure
A1)	Project Manager Primary point-of-contact to the City and overall responsible for all Consultant services and personnel.	Hour	1,430.00	Price to be Submitted Via BidSync
A2)	Operations Manager On-site manager responsible for managing day-to-day monitoring operations. Duties include conducting morning briefings, staff scheduling and field assignments, coordinating routing and collection priorities with debris hauler. Field Supervisors will report directly to the Operations Manager. Operations Manager reports to the Project Manager.	Hour	1,354.50	Price to be Submitted Via BidSync
A3)	Project Coordinator Oversees project operations, including identifying project roadblocks and needs assessment, project set-up, and final closeout.	Hour	1,810.00	Price to be Submitted Via BidSync
A4)	Field Supervisor Responsible for a crew of Field Monitors.	Hour	2,031.75	Price to be Submitted Via BidSync
A5)	Field Monitor Responsible for overseeing the DMC's debris recovery activities and issuing load tickets.	Hour	15,516.50	Price to be Submitted Via BidSync
A6)	TDMS and Drop-Off Site Monitors TDMS Monitor – Responsible for recording the volume of debris brought to a TDMS by the DMC. Drop-Off Site Monitor – Responsible for determining the eligibility of users at the public debris Drop-Off Sites and issuing load tickets to the DMC.	Hour	5,837.25	Price to be Submitted Via BidSync
A7)	Debris Site Security Unarmed and non-sworn security at TDMSs and Drop-Off Sites when sites are not open.	Hour	1.00	Price to be Submitted Via BidSync
A8)	Data Manager Responsible for Data Support Personnel.	Hour	2,132.00	Price to be Submitted Via BidSync

A9)	Data Support Personnel Responsible for tracking, verifying, and entering load tickets into a database application, digitizing source documentation.	Hour	1.00	Price to be Submitted Via BidSync
A10)	Billing/Invoice Analyst Data management, management of monitoring documentation for the Federal Emergency Management Agency (FEMA), invoice reconciliation, and the debris management system.	Hour	198.25	Price to be Submitted Via BidSync
A11)	GIS Specialist Responsible for coordinating GIS application with City GIS staff members.	Hour	1.00	Price to be Submitted Via BidSync
A12)	Grant Management Consultant Responsible for the Financial Recovery Assistance portion of the project.	Hour	1.00	Price to be Submitted Via BidSync
A13)	Quality Assurance / Quality Control Manager Ensures Quality Assurance and Quality Control of the project.	Hour	1.00	Price to be Submitted Via BidSync
A14)	Grant Management Specialist Provides support to the Financial Recovery Assistance portion of the project.	Hour	1.00	Price to be Submitted Via BidSync

PLEASE SUBMIT ANY ADDITIONAL ITEMS AS A SEPARATE ATTACHMENT TO YOUR SUBMITTAL

SCHEDULE 2 – OTHER SERVICES

Proposer shall provide rates for aerial photographs and annual services. These rates shall be all-inclusive, relieving the City of any additional fees or charges for these services.

Item #	Item / Description	Unit of Measure	Estimated Quantity	Price Per Unit of Measure
B1)	Aerial Photo (one flight and one photograph)	Each	1.00	Price to be Submitted Via BidSync
B2)	Aerial Photo Package (Five photos per flight, different locations)	Each	1.00	Price to be Submitted Via BidSync
B3)	Photograph Copies (per duplication of original photo)	Each	1.00	Price to be Submitted Via BidSync
B4)	Additional Photographs (per photo, same flight, same location, different view)	Each	1.00	Price to be Submitted Via BidSync
B5)	Additional Location (one photo, same flight, different location)	Each	1.00	Price to be Submitted Via BidSync

PLEASE SUBMIT ANY ADDITIONAL ITEMS AS A SEPARATE ATTACHMENT TO YOUR SUBMITTAL

Supplier: **Tetra Tech, Inc**



City of Pembroke Pines

Attachment B

NON-COLLUSIVE AFFIDAVIT

BIDDER is the **Tetra Tech, Inc.**,
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

Printed Name/Signature **Jonathan Burgiel**

Title **Business Unit President**

Name of Company **Tetra Tech, Inc.**

Supplier: **Tetra Tech, Inc**

PROPOSER'S BACKGROUND INFORMATION

Please provide the following information. Additional sheets may be attached as required.

1) Under what former name has your business operated? Include a description of the business.

The TDR Division, which is a division within Tetra Tech has performed disaster debris monitoring services under the following previous business names:

1. R.W. Beck (2001 - 2005)

2) At what address was that business located?

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

3) Have you ever failed to complete work awarded to you. If so, when, where and why?

Tetra tech has never failed to complete work associated with disaster debris monitoring services.

4) Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

Yes - See attached proposal.

5) Will you subcontract any part of this WORK? If so, give details including a list of each sub-contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

No

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

6) List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

None

7) List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

Tetra Tech has never had any bond claims associated with disaster debris monitoring services.

8) List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

Tetra Tech certifies that it has:

- â€¢ No current claims, arbitrations, administrative hearings, mediations and lawsuits related to disaster debris monitoring services
- â€¢ No pending lawsuits related to disaster debris monitoring services

9) List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

Tetra Tech certifies that it has no current criminal proceedings or hearings concerning business related offenses associated with disaster debris monitoring services.

10) Are you an cb Original provider cb sales representative cb distributor, cb broker, cb manufacturer, cb other, of the commodities/services proposed upon? If other than the original provider, explain below.

Original Provider

11) Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:

No

12) Describe the firm's local experience/nature of service with contracts of similar size and complexity, it the previous three (3) years:

Since 2009, Tetra tech has held the City of Pembroke Pines contract for disaster debris monitoring services, which allows our team to provide an efficient and cost-effective disaster recovery clean-up with no learning curve. Following Hurricane Wilma, the Tetra Tech team successfully managed the City's disaster recovery operations. Again, in 2017, Tetra Tech provided disaster debris monitoring services. Tetra Tech was also responsible for monitoring activities for hazardous stump removal, tree removal, and some waterway clean-up. Tetra Tech monitored removal of 226,000 CYs of debris and over 6,000 hazardous leaning trees and hanging limbs throughout the City following Hurricane Irma.

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER's qualifications to perform under the contract may cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

Tetra Tech, Inc.

(Company Name)

Jonathan Burgiel

(Printed Name/Signature)

Supplier: **Tetra Tech, Inc**

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **City of Tampa, Florida**

Address: **4010 W. Spruce Street**

City/State/Zip: **Tampa, FL 33607**

Contact Name: **Mark Wilfalk** Title: **Director, Solid Waste**

E-Mail Address: **mark.wilfalk@tamapgov.net**

Telephone: **8133481153** Fax: **813 2748306**

Project Information:

Name of Contractor Performing the work: **Tetra Tech, Inc.**

Name and location of the project: **Disaster Debris Program Management - Hurricane Irma | City of Tampa, FL**

Nature of the firm's responsibility on the project: **The City of Tampa (City) is located on the western coast of Central Florida and is one of the most populated metropolitan areas in the state. Located on Tampa Bay, portions of the City, such as Bayshore Boulevard, are prone to frequent urban flooding. Being situated on the Gulf of Mexico, the City is always threatened by hurricanes during the fall hurricane season.**

Over the last 12 years, the City has been impacted by a number of heavy rainfalls and hurricanes. Most recently, the City was affected by Hurricane Irma, which made landfall first in the Florida Keys, then again in Marco Island along Florida's Gulf Coast. Tetra Tech senior staff deployed to the City's emergency operations center prior to the hurricane making landfall to assist with preparations for post-disaster response operations.

Although the City avoided a direct hit, there were numerous power outages and large quantities of debris throughout the City. Tetra Tech staff, lead by Regional Manager, Simon Carlyle, and Project Manager, Jon Goode, immediately coordinated efforts to begin debris removal operations, monitored removal of over 166,000 cubic yards of debris, and managed the subsequent data associated with debris removal.

The success of this project can be attributed to our team's expertise and years of dedicated service to help the City increase its hurricane preparedness. Over the last 5 years, Tetra Tech has participated in the City's annual hurricane preparedness workshop as well as a minimum of two additional

coordination meetings annually. Tetra Tech has also provided FEMA reimbursement training to City staff, including best management practices for preparing FEMA reimbursement paperwork. In 2014, Tetra Tech updated the City's Disaster Debris Management Plan, which was subsequently approved by the State of Florida and FEMA

Project duration: **September 2017** Completion (Anticipated) Date: **March 2018**

Size of project: **385,000 CYS** Cost of project: **\$1,117,417**

Work for which staff was responsible: **overall program management; debris monitoring from right of way; leaner, hanger and stump removal monitoring; debris site management**

Contract Type: **pre-positioned**

The results/deliverables of the project: **Monitored removal of 385000 cubic yards of debris**

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **Volusia County Public Works**

Address: **123 W Indiana Avenue, Room 402**

City/State/Zip: **Deland, FL 32720**

Contact Name: **Arden Fontaine** Title: **Activity Project Manager**

E-Mail Address: **afontaine@volusia.org**

Telephone: **386-736-5965**, Cell: **386-717-9224** Fax: **386-740-5139**

Project Information:

Name of Contractor Performing the work: **Tetra Tech, Inc.**

Name and location of the project: **Disaster Debris Program Management | Hurricane Matthew | Volusia County, Florida**

Nature of the firm's responsibility on the project: **Hurricane Matthew devastated the coastal communities of Volusia County in October 2016, when it made landfall as a Category 2 hurricane and was responsible for one fatality. With 90% of residents left without power, there were numerous reports of downed powerlines, downed trees, and flooded homes, causing chaos throughout the county.**

Our team has been supporting Volusia County for many years and was available to assist prior to the storm making landfall as well as in the immediate aftermath. Early estimates of the damage indicated debris amounts totaling over 1 million cubic yards, with thousands of hazardous trees in public roads and debris in waterways. Tetra Tech mobilized a team within hours and began the process of onboarding local debris monitors.

In addition to providing debris monitoring services, Tetra Tech was a crucial part of the operations planning team, providing consulting in the EOC while initial operations were unfolding and helping with special tasks like getting temporary debris sites permitted and putting together the documentation to request FEMA approval of debris collection on private roads. In total, our team monitored 1,058,962 cubic yards of debris. Additionally, our team of grant management specialists has assisted in administering FEMA federal grant funding services and grant administration for all categories of work.

Project duration: **October 2016** Completion (Anticipated) Date: **February 2017**

Size of project: **1,085,962 CYs** Cost of project: **\$1,967,757**

Work for which staff was responsible: **Overall program management for debris removal monitoring operations, hazardous tree removal monitoring, waterway debris removal, monitoring of debris collection on private roads, FEMA grant funding services**

Contract Type: **pre-positioned**

The results/deliverables of the project: **Monitoring the removal of 1,085,962 cys of debris**

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **St. Johns County, Florida**

Address: **2740 Industry Center Rd.**

City/State/Zip: **St. Augustine, FL 32084**

Contact Name: **Greg Caldwell, MPA** Title: **St. Johns County Public Works Department Interim Engineering Manager**

E-Mail Address: **gcaldwell@sjcfl.us**

Telephone: **904-209-0132**, Cell **904-669-5221** Fax: **904-209-0310**

Project Information:

Name of Contractor Performing the work: **Tetra Tech, Inc.**

Name and location of the project: **Disaster Debris Program Management | Hurricane Irma - St. Johns County, Florida**

Nature of the firm's responsibility on the project: **When Hurricane Matthew impacted St. Johns County on October 7, 2016 as a category three storm, it left a trail of destruction in its wake that was felt county-wide. Its physical impacts affected the entire county, with damages including fallen limbs and trees, home fragments, fences, and construction debris.**

Tetra Tech was retained as St. Johns County's debris monitoring service provider under a pre-positioned contract. Our team mobilized in the immediate aftermath of the storms impact, hiring nearly 50 local monitors to manage and document the County's debris removal efforts. This included the staffing of seven temporary debris management sites (DMS) throughout the County; five for vegetative debris and two that accepted C&D debris. The Tetra Tech team also monitored the haul-out of debris and the remediation and close-out of all seven DMS.

In addition to right-of-way (ROW) debris removal, our team conducted several special programs, including beach debris removal and private road debris removal. Debris management consultants working with the County helped put together the documentation for FEMA approval of debris on private roads and helped manage the County's application of the Public Assistance Alternative Procedures Pilot Program for accelerated debris removal. Our team monitored the removal of over 675,155 cubic yards of debris and over 800 hazardous hanging limbs and leaning trees.

St. Johns County called on our team again when Hurricane Irma caused flooding, wind damage, and beach erosion in 2017. Again, our team mobilized to the County immediately following the storm and hired over 60 local monitors to conduct debris monitoring operations. Our team monitored the removal of nearly 675,000 CYs of disaster-generated debris from the public ROW. Additionally, we monitored and provided documentation for the removal of over 2,000 hazardous hanging limbs and leaning trees. In addition, Tetra Tech provided support to the County in preparing their packages for FEMA reimbursement through the Grants Portal system.

Project duration: **September 2017** Completion (Anticipated) Date: **May 2018**

Size of project: **675,155** Cost of project: **\$1,303,000**

Work for which staff was responsible: **Tetra Tech was responsible for overall program management for the disaster debris removal monitoring program, which included staffing of over 50 local debris monitors, monitoring of right-of-ways, beach debris removal, private roads, hazardous hanging limbs and leaning trees, FEMA reimbursement packages**

Contract Type: **pre-positioned**

The results/deliverables of the project: **Monitoring the removal of 675,155 CYs of debris and preparation of FEMA reimbursement packages**

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **Sarasota County, Florida**

Address: **4000 Knights Trail Road**

City/State/Zip: **Nokomis, FL 34275**

Contact Name: **Lois Rose** Title: **Manager, Landfill Operations**

E-Mail Address: **lerose@scgov.net**

Telephone: **941-861-1589**, Cell: **941-544-2817** Fax: **941-861-6471**

Project Information:

Name of Contractor Performing the work: **Tetra Tech, Inc.**

Name and location of the project: **Pre-disaster Planning and Debris Monitoring Services - Hurricane Irma | Sarasota County, Florida**

Nature of the firm's responsibility on the project: **Sarasota County is on Florida's West Coast and home to approximately 419,000 permanent residents. Given its position on the Gulf of Mexico, the County understands the need to be ready for potential storms and disaster events.**

Sarasota County has a long-term standby contract with Tetra Tech to provide post-disaster services in the event of a hurricane or other disaster. In summer of 2017, the County retained our services to provide an assessment of the county's readiness to respond and to conduct a tabletop exercise with County staff. The goal of the exercise was to help the County better respond to and recover from incidents and provide a coordinated response blueprint for the County and their private sector partners. To help Sarasota County quickly recover from a debris-generating event, the evaluation and exercise focused on pre-event preparations during times of normalcy, operations immediately prior to a known threat, operations following the disaster, and demobilization and closeout following completion of debris removal efforts.

Less than one month after the exercise was delivered, the County was impacted by Hurricane Irma and activated its standby contract with Tetra Tech for debris monitoring and implementation of pre-

developed plans. Tetra Tech mobilized 60 staff members to monitor the County's two debris removal contractors. Ultimately, Tetra Tech documented nearly 10,000 loads of debris totaling over 288,000 CYs of disaster-generated debris. Tetra Tech also provided contractor invoice reconciliation and data management support for the County and assisted with FEMA reimbursement documentation.

Project duration: **July 2017** Completion (Anticipated) Date: **April 2018**

Size of project: **288,000 CYs** Cost of project: **\$1,499,415**

Work for which staff was responsible: **Tabletop exercise with County staff, overall program management for debris removal monitoring operations, hiring and training of local staff, invoice reconciliation, data management, FEMA reimbursement documentation**

Contract Type: **pre-positioned**

The results/deliverables of the project: **Monitored the removal of 288,000 CYs of debris**

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **City of Cape Coral, Florida**

Address: **1015 Cultural Park Blvd**

City/State/Zip: **Cape Coral, FL 33990**

Contact Name: **Mark Ridenour** Title: **Facilities/Projects Manager - Public Works Department**

E-Mail Address: **mridenour@capecoral.net**

Telephone: **239-574-0724** Fax: **239-574-0522**

Project Information:

Name of Contractor Performing the work: **Tetra Tech, Inc.**

Name and location of the project: **Disaster Debris Program Management | Hurricane Irma - Cape Coral, Florida**

Nature of the firm's responsibility on the project: : **In September 2017, the waterfront city of Cape Coral was impacted by Hurricane Irma, the most powerful storm to make landfall in Florida in over 10 years. While the City did not suffer as much damage to homes as many other southern Florida communities, the storm's powerful winds downed trees and left debris throughout many neighborhoods and roads. In addition, the City suffered major damage to its canal system and seawalls.**

The City activated Tetra Tech under a pre-positioned contract to conduct disaster debris monitoring services. At peak, our team led nearly 30 local hires to monitor the debris removal process, utilizing our proprietary RecoveryTrac™ ADMS software. Additionally, our team provided data management and closeout support including reporting on special requests to assist the City with their FEMA reimbursement. In total, our team monitored the removal of well over 500,000 cubic yards of debris. This entailed 364,000 cubic yards of right-of-way debris and 164,000 cubic yards of waterway debris. Our project management team continues to assist the City with its long-term recovery.

Project duration: **September 2017** Completion (Anticipated) Date: **February 2018**

Size of project: **528,976 CYs** Cost of project: **\$1,788,336**

Work for which staff was responsible: **Overall debris removal monitoring program management, including waterway debris removal, and FEMA reimbursement**

Contract Type: **Pre-positioned**

The results/deliverables of the project: **Monitoring the removal of 528,976 CYs of debris and FEMA reimbursement services**



Vendor Registration Packet

General Forms	
A)	Vendor Information Form
B)	Form W-9 (Rev. October 2018)
C)	Company Profile
D)	Commodity Codes
E)	Sworn Statement on Public Entity Crimes Form
F)	Local Vendor Preference Certification
G)	Veteran Owned Small Business Preference Certification (If claiming Veteran Owned Small Business Preference Certification, business must attach the "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).)
H)	Equal Benefits Certification Form
I)	Vendor Drug-Free Workplace Certification Form
J)	Scrutinized Company Certification
K)	E-Verify System Certification Statement
L)	Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters for Expenditure of Federal Funds (Required if the company plans to participate in projects funded by Federal Funds, include Standard Form LLL "Disclosure of Lobbying Activities, if applicable")

Other Requested Documentation	
M)	Local Business Tax Receipts
N)	Minority-Owned Business Enterprise Certificates, if applicable.
O)	Women-Owned Business Enterprise Certificates, if applicable.
P)	HUBZone-Certified Small Businesses / Labor Surplus Area Firms Certificates, if applicable.
Q)	Professional Licenses, as applicable.
R)	Organization Registration Documents, as applicable.

THE CITY OF PEMBROKE PINES
 PROCUREMENT DEPARTMENT
 8300 SOUTH PALM DRIVE
 PEMBROKE PINES, FLORIDA 33025
 (954) 518-9020



City of Pembroke Pines

(OFFICE USE ONLY) Vendor # _____

VENDOR INFORMATION FORM

The City of Pembroke Pines is currently implementing an enhanced Citywide Enterprise Resource Planning (ERP) system with the goal of updating our processes and improving customer service. Part of the new Tyler Technologies Munis ERP system will include a vendor management module. In addition, this new system will include a Vendor Self Service (VSS) web portal which will allow vendors to update their necessary information and documents on an as-needed basis. The City intends for this system to allow for vendors to view their Purchase Orders, Invoices, Checks and other beneficial information in real-time. Using VSS, vendors will also be able to enter and maintain their contact and remittance information, discount and payment terms, designated contact persons, and the commodity codes that represent the goods and services the vendor can provide.

While we work towards go-live with the new VSS web portal, we are requesting for vendors to complete the attached Vendor Registration Packet and submit it to accountspayable@ppines.com to help facilitate the implementation process.

MAIN CONTACT INFORMATION			
Company Name (Legal Name as filed with IRS)	Tetra Tech, Inc.		
Doing Business As (DBA)	Tetra Tech, Inc.		
Primary Business Address	2301 Lucien Way, Suite 120		
	City:	Maitland	
	State:	Florida	Zip: 32751
	Country:	United States	
Remit To Address	P.O. Box 911-642		
	City:	Denver	
	State:	CO	Zip: 32751
	Country:	United States	
Order From Address	2301 Lucien Way, Suite 120		
	City:	Maitland	
	State:	FL	Zip: 32751
	Country:	United States	
Foreign Entity (Yes/No)	No		
Telephone Number	321-441-8511		
Primary Company E-mail	tdr.contracts@tetrattech.com		
Fax	321-441-8518		
Website	tetrattech.com		
DUNS	080106449		
Independent Contractor (Yes/No)	Yes		
Identification Number	SSN:		FID: 95-4148514

GENERAL PAYMENT TERMS		
Discount Percent Defines the discount percentage the vendor extends to your organization.	Days to Discount Number of days which payment must be received to claim the discount percent.	Days to Net Number of days that the vendor allows before requiring net payment.
N/A	N/A	N/A



City of Pembroke Pines

(OFFICE USE ONLY) Vendor # _____

CONTACT # 1	
Contact Name (First & Last Name)	Marina Armanious
Description/Title/Position	Executive Assistant
Phone (Voice)	321-441-8511
Phone (Text)	321-441-8511 Opt In (Y/N): N
Fax	321-441-8518
E-mail	tdr.contracts@tetrattech.com

CONTACT # 2	
Contact Name (First & Last Name)	Betty Kamara
Description/Title/Position	Contracts Administrator
Phone (Voice)	407-803-2551
Phone (Text)	407-803-2551 Opt In (Y/N): n
Fax	321-441-8501
E-mail	tdr.contracts@tetrattech.com

CONTACT # 3	
Contact Name (First & Last Name)	Sandra Fajardo
Description/Title/Position	Marketing Manager
Phone (Voice)	321-441-8535
Phone (Text)	321-441-8535 Opt In (Y/N): n
Fax	321-441-8501
E-mail	

MINORITY BUSINESS ENTERPRISE			
MBE Classifications	Yes	Certifying Agency	Expiration
African American			
Asian American			
Disadvantage Business			
Hispanic American			
HubZone / Labor Surplus Area			
Minority Owned Business			
Native American			
Small Business Enterprise			
Veteran Owned Small Business			
Woman Owned Business			

If you selected "Yes" to any of the above items, please attach proof of certification.

GEOGRAPHIC PREFERENCE	
Local Broward County Vendor	
Local Pembroke Pines Vendor	
Not a Local Broward County of Pembroke Pines Vendor	x

Please read and complete the attached "Local Vendor Preference Certification" Form and select the applicable option above.

STATE REGISTRATION	
Is your company registered with the State of Florida? (Y/N)	Y
If not, what state is your company registered in?	

Please attach the print out from <https://dos.myflorida.com/sunbiz/> or the appropriate state showing your active registration and any applicable fictitious names that are registered.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



City of Pembroke Pines

(OFFICE USE ONLY) Vendor # _____

COMPANY PROFILE FORM

Please provide the following information so that the City could better get to know your company's background.

MAIN CONTACT INFORMATION			
Company Name (Legal Name as filed with IRS)	Tetra Tech, Inc.		
Doing Business As (DBA)	Tetra Tech, Inc.		
Primary Business Address	2301 Lucien Way, Suite 120		
	City:	Maitland	
	State:	FL	Zip: 32751
	Country:	United States	

Organization Background	
Please state the year that you company started its business	1966
Please state the year that your company started providing service under your current business name	1996
What State is your Company Registered In?	Delaware Corporation, registered to do business in all US states and Territories

Please attach any applicable organization registration documents.

Professional License Information		
License Type	License Number	Expiration
Not Applicable for Consulting Services		

Please list and attach any applicable professional licenses required to perform the services your company offers.

Please Provide a Summary of your Company and What Services you provide
Tetra Tech Disaster Recovery is a leading provider of disaster response and recovery consulting services included, but not limited to disaster debris monitoring, grant administration, and other related services.

Please select the appropriate Commodity Codes that your company provides, this will help City Departments find vendors that can provide services in which the City is looking to Procure.

Check Box	Category Code	General Code	Detail Code	Category Description
	11			Agriculture, Forestry, Fishing and Hunting
		111		Crop Production
			111110	Soybean Farming
			111120	Oilseed (except Soybean) Farming
			111130	Dry Pea and Bean Farming
			111140	Wheat Farming
			111150	Corn Farming
			111160	Rice Farming
			111191	Oilseed and Grain Combination Farming
			111199	All Other Grain Farming
			111211	Potato Farming
			111219	Other Vegetable (except Potato) and Melon Farming
			111310	Orange Groves
			111320	Citrus (except Orange) Groves
			111331	Apple Orchards
			111332	Grape Vineyards
			111333	Strawberry Farming
			111334	Berry (except Strawberry) Farming
			111335	Tree Nut Farming
			111336	Fruit and Tree Nut Combination Farming
			111339	Other Noncitrus Fruit Farming
			111411	Mushroom Production
			111419	Other Food Crops Grown Under Cover
			111421	Nursery and Tree Production
			111422	Floriculture Production
			111910	Tobacco Farming
			111920	Cotton Farming
			111930	Sugarcane Farming
			111940	Hay Farming
			111991	Sugar Beet Farming
			111992	Peanut Farming
			111998	All Other Miscellaneous Crop Farming
		112		Animal Production and Aquaculture
			112111	Beef Cattle Ranching and Farming
			112112	Cattle Feedlots
			112120	Dairy Cattle and Milk Production
			112130	Dual-Purpose Cattle Ranching and Farming
			112210	Hog and Pig Farming
			112310	Chicken Egg Production
			112320	Broilers and Other Meat Type Chicken Production
			112330	Turkey Production
			112340	Poultry Hatcheries
			112390	Other Poultry Production
			112410	Sheep Farming
			112420	Goat Farming
			112511	Finfish Farming and Fish Hatcheries
			112512	Shellfish Farming
			112519	Other Aquaculture
			112910	Apiculture

Check Box	Category Code	General Code	Detail Code	Category Description
			112920	Horses and Other Equine Production
			112930	Fur-Bearing Animal and Rabbit Production
			112990	All Other Animal Production
		113		Forestry and Logging
			113110	Timber Tract Operations
			113210	Forest Nurseries and Gathering of Forest Products
			113310	Logging
		114		Fishing, Hunting and Trapping
			114111	Finfish Fishing
			114112	Shellfish Fishing
			114119	Other Marine Fishing
			114210	Hunting and Trapping
		115		Support Activities for Agriculture and Forestry
			115111	Cotton Ginning
			115112	Soil Preparation, Planting, and Cultivating
			115113	Crop Harvesting, Primarily by Machine
			115114	Postharvest Crop Activities (except Cotton Ginning)
			115115	Farm Labor Contractors and Crew Leaders
			115116	Farm Management Services
			115210	Support Activities for Animal Production
			115310	Support Activities for Forestry
	21			Mining, Quarrying, and Oil and Gas Extraction
		211		Oil and Gas Extraction
			211120	Crude Petroleum Extraction
			211130	Natural Gas Extraction
		212		Mining (except Oil and Gas)
			212111	Bituminous Coal and Lignite Surface Mining
			212112	Bituminous Coal Underground Mining
			212113	Anthracite Mining
			212210	Iron Ore Mining
			212221	Gold Ore Mining
			212222	Silver Ore Mining
			212230	Copper, Nickel, Lead, and Zinc Mining
			212291	Uranium-Radium-Vanadium Ore Mining
			212299	All Other Metal Ore Mining
			212311	Dimension Stone Mining and Quarrying
			212312	Crushed and Broken Limestone Mining and Quarrying
			212313	Crushed and Broken Granite Mining and Quarrying
			212319	Other Crushed and Broken Stone Mining and Quarrying
			212321	Construction Sand and Gravel Mining
			212322	Industrial Sand Mining
			212324	Kaolin and Ball Clay Mining
			212325	Clay and Ceramic and Refractory Minerals Mining
			212391	Potash, Soda, and Borate Mineral Mining
			212392	Phosphate Rock Mining
			212393	Other Chemical and Fertilizer Mineral Mining
			212399	All Other Nonmetallic Mineral Mining
		213		Support Activities for Mining
			213111	Drilling Oil and Gas Wells

Check Box	Category Code	General Code	Detail Code	Category Description
			213112	Support Activities for Oil and Gas Operations
			213113	Support Activities for Coal Mining
			213114	Support Activities for Metal Mining
			213115	Support Activities for Nonmetallic Minerals (except Fuels) Mining
	22			Utilities
		221		Utilities
			221111	Hydroelectric Power Generation
			221112	Fossil Fuel Electric Power Generation
			221113	Nuclear Electric Power Generation
			221114	Solar Electric Power Generation
			221115	Wind Electric Power Generation
			221116	Geothermal Electric Power Generation
			221117	Biomass Electric Power Generation
			221118	Other Electric Power Generation
			221121	Electric Bulk Power Transmission and Control
			221122	Electric Power Distribution
			221210	Natural Gas Distribution
			221310	Water Supply and Irrigation Systems
			221320	Sewage Treatment Facilities
			221330	Steam and Air-Conditioning Supply
	23			Construction
		236		Construction of Buildings
			236115	New Single-Family Housing Construction (except For-Sale Builders)
			236116	New Multifamily Housing Construction (except For-Sale Builders)
			236117	New Housing For-Sale Builders
			236118	Residential Remodelers
			236210	Industrial Building Construction
			236220	Commercial and Institutional Building Construction
		237		Heavy and Civil Engineering Construction
			237110	Water and Sewer Line and Related Structures Construction
			237120	Oil and Gas Pipeline and Related Structures Construction
			237130	Power and Communication Line and Related Structures Construction
			237210	Land Subdivision
			237310	Highway, Street, and Bridge Construction
			237990	Other Heavy and Civil Engineering Construction
		238		Specialty Trade Contractors
			238110	Poured Concrete Foundation and Structure Contractors
			238120	Structural Steel and Precast Concrete Contractors
			238130	Framing Contractors
			238140	Masonry Contractors
			238150	Glass and Glazing Contractors
			238160	Roofing Contractors
			238170	Siding Contractors
			238190	Other Foundation, Structure, and Building Exterior Contractors
			238210	Electrical Contractors and Other Wiring Installation Contractors
			238220	Plumbing, Heating, and Air-Conditioning Contractors
			238290	Other Building Equipment Contractors
			238310	Drywall and Insulation Contractors
			238320	Painting and Wall Covering Contractors

Check Box	Category Code	General Code	Detail Code	Category Description
			238330	Flooring Contractors
			238340	Tile and Terrazzo Contractors
			238350	Finish Carpentry Contractors
			238390	Other Building Finishing Contractors
			238910	Site Preparation Contractors
			238990	All Other Specialty Trade Contractors
	31-33			Manufacturing
		311		Food Manufacturing
			311111	Dog and Cat Food Manufacturing
			311119	Other Animal Food Manufacturing
			311211	Flour Milling
			311212	Rice Milling
			311213	Malt Manufacturing
			311221	Wet Corn Milling
			311224	Soybean and Other Oilseed Processing
			311225	Fats and Oils Refining and Blending
			311230	Breakfast Cereal Manufacturing
			311313	Beet Sugar Manufacturing
			311314	Cane Sugar Manufacturing
			311340	Nonchocolate Confectionery Manufacturing
			311351	Chocolate and Confectionery Manufacturing from Cacao Beans
			311352	Confectionery Manufacturing from Purchased Chocolate
			311411	Frozen Fruit, Juice, and Vegetable Manufacturing
			311412	Frozen Specialty Food Manufacturing
			311421	Fruit and Vegetable Canning
			311422	Specialty Canning
			311423	Dried and Dehydrated Food Manufacturing
			311511	Fluid Milk Manufacturing
			311512	Creamery Butter Manufacturing
			311513	Cheese Manufacturing
			311514	Dry, Condensed, and Evaporated Dairy Product Manufacturing
			311520	Ice Cream and Frozen Dessert Manufacturing
			311611	Animal (except Poultry) Slaughtering
			311612	Meat Processed from Carcasses
			311613	Rendering and Meat Byproduct Processing
			311615	Poultry Processing
			311710	Seafood Product Preparation and Packaging
			311811	Retail Bakeries
			311812	Commercial Bakeries
			311813	Frozen Cakes, Pies, and Other Pastries Manufacturing
			311821	Cookie and Cracker Manufacturing
			311824	Dry Pasta, Dough, and Flour Mixes Manufacturing from Purchased Flour
			311830	Tortilla Manufacturing
			311911	Roasted Nuts and Peanut Butter Manufacturing
			311919	Other Snack Food Manufacturing
			311920	Coffee and Tea Manufacturing
			311930	Flavoring Syrup and Concentrate Manufacturing
			311941	Mayonnaise, Dressing, and Other Prepared Sauce Manufacturing
			311942	Spice and Extract Manufacturing

Check Box	Category Code	General Code	Detail Code	Category Description
			311991	Perishable Prepared Food Manufacturing
			311999	All Other Miscellaneous Food Manufacturing
		312		Beverage and Tobacco Product Manufacturing
			312111	Soft Drink Manufacturing
			312112	Bottled Water Manufacturing
			312113	Ice Manufacturing
			312120	Breweries
			312130	Wineries
			312140	Distilleries
			312230	Tobacco Manufacturing
		313		Textile Mills
			313110	Fiber, Yarn, and Thread Mills
			313210	Broadwoven Fabric Mills
			313220	Narrow Fabric Mills and Schiffli Machine Embroidery
			313230	Nonwoven Fabric Mills
			313240	Knit Fabric Mills
			313310	Textile and Fabric Finishing Mills
			313320	Fabric Coating Mills
		314		Textile Product Mills
			314110	Carpet and Rug Mills
			314120	Curtain and Linen Mills
			314910	Textile Bag and Canvas Mills
			314994	Rope, Cordage, Twine, Tire Cord, and Tire Fabric Mills
			314999	All Other Miscellaneous Textile Product Mills
		315		Apparel Manufacturing
			315110	Hosiery and Sock Mills
			315190	Other Apparel Knitting Mills
			315210	Cut and Sew Apparel Contractors
			315220	Men's and Boys' Cut and Sew Apparel Manufacturing
			315240	Women's, Girls', and Infants' Cut and Sew Apparel Manufacturing
			315280	Other Cut and Sew Apparel Manufacturing
			315990	Apparel Accessories and Other Apparel Manufacturing
		316		Leather and Allied Product Manufacturing
			316110	Leather and Hide Tanning and Finishing
			316210	Footwear Manufacturing
			316992	Women's Handbag and Purse Manufacturing
			316998	All Other Leather Good and Allied Product Manufacturing
		321		Wood Product Manufacturing
			321113	Sawmills
			321114	Wood Preservation
			321211	Hardwood Veneer and Plywood Manufacturing
			321212	Softwood Veneer and Plywood Manufacturing
			321213	Engineered Wood Member (except Truss) Manufacturing
			321214	Truss Manufacturing
			321219	Reconstituted Wood Product Manufacturing
			321911	Wood Window and Door Manufacturing
			321912	Cut Stock, Resawing Lumber, and Planing
			321918	Other Millwork (including Flooring)
			321920	Wood Container and Pallet Manufacturing

Check Box	Category Code	General Code	Detail Code	Category Description
			321991	Manufactured Home (Mobile Home) Manufacturing
			321992	Prefabricated Wood Building Manufacturing
			321999	All Other Miscellaneous Wood Product Manufacturing
		322		Paper Manufacturing
			322110	Pulp Mills
			322121	Paper (except Newsprint) Mills
			322122	Newsprint Mills
			322130	Paperboard Mills
			322211	Corrugated and Solid Fiber Box Manufacturing
			322212	Folding Paperboard Box Manufacturing
			322219	Other Paperboard Container Manufacturing
			322220	Paper Bag and Coated and Treated Paper Manufacturing
			322230	Stationery Product Manufacturing
			322291	Sanitary Paper Product Manufacturing
			322299	All Other Converted Paper Product Manufacturing
		323		Printing and Related Support Activities
			323111	Commercial Printing (except Screen and Books)
			323113	Commercial Screen Printing
			323117	Books Printing
			323120	Support Activities for Printing
		324		Petroleum and Coal Products Manufacturing
			324110	Petroleum Refineries
			324121	Asphalt Paving Mixture and Block Manufacturing
			324122	Asphalt Shingle and Coating Materials Manufacturing
			324191	Petroleum Lubricating Oil and Grease Manufacturing
			324199	All Other Petroleum and Coal Products Manufacturing
		325		Chemical Manufacturing
			325110	Petrochemical Manufacturing
			325120	Industrial Gas Manufacturing
			325130	Synthetic Dye and Pigment Manufacturing
			325180	Other Basic Inorganic Chemical Manufacturing
			325193	Ethyl Alcohol Manufacturing
			325194	Cyclic Crude, Intermediate, and Gum and Wood Chemical Manufacturing
			325199	All Other Basic Organic Chemical Manufacturing
			325211	Plastics Material and Resin Manufacturing
			325212	Synthetic Rubber Manufacturing
			325220	Artificial and Synthetic Fibers and Filaments Manufacturing
			325311	Nitrogenous Fertilizer Manufacturing
			325312	Phosphatic Fertilizer Manufacturing
			325314	Fertilizer (Mixing Only) Manufacturing
			325320	Pesticide and Other Agricultural Chemical Manufacturing
			325411	Medicinal and Botanical Manufacturing
			325412	Pharmaceutical Preparation Manufacturing
			325413	In-Vitro Diagnostic Substance Manufacturing
			325414	Biological Product (except Diagnostic) Manufacturing
			325510	Paint and Coating Manufacturing
			325520	Adhesive Manufacturing
			325611	Soap and Other Detergent Manufacturing
			325612	Polish and Other Sanitation Good Manufacturing

Check Box	Category Code	General Code	Detail Code	Category Description
			325613	Surface Active Agent Manufacturing
			325620	Toilet Preparation Manufacturing
			325910	Printing Ink Manufacturing
			325920	Explosives Manufacturing
			325991	Custom Compounding of Purchased Resins
			325992	Photographic Film, Paper, Plate, and Chemical Manufacturing
			325998	All Other Miscellaneous Chemical Product and Preparation Manufacturing
		326		Plastics and Rubber Products Manufacturing
			326111	Plastics Bag and Pouch Manufacturing
			326112	Plastics Packaging Film and Sheet (including Laminated) Manufacturing
			326113	Unlaminated Plastics Film and Sheet (except Packaging) Manufacturing
			326121	Unlaminated Plastics Profile Shape Manufacturing
			326122	Plastics Pipe and Pipe Fitting Manufacturing
			326130	Laminated Plastics Plate, Sheet (except Packaging), and Shape Manufacturing
			326140	Polystyrene Foam Product Manufacturing
			326150	Urethane and Other Foam Product (except Polystyrene) Manufacturing
			326160	Plastics Bottle Manufacturing
			326191	Plastics Plumbing Fixture Manufacturing
			326199	All Other Plastics Product Manufacturing
			326211	Tire Manufacturing (except Retreading)
			326212	Tire Retreading
			326220	Rubber and Plastics Hoses and Belting Manufacturing
			326291	Rubber Product Manufacturing for Mechanical Use
			326299	All Other Rubber Product Manufacturing
		327		Nonmetallic Mineral Product Manufacturing
			327110	Pottery, Ceramics, and Plumbing Fixture Manufacturing
			327120	Clay Building Material and Refractories Manufacturing
			327211	Flat Glass Manufacturing
			327212	Other Pressed and Blown Glass and Glassware Manufacturing
			327213	Glass Container Manufacturing
			327215	Glass Product Manufacturing Made of Purchased Glass
			327310	Cement Manufacturing
			327320	Ready-Mix Concrete Manufacturing
			327331	Concrete Block and Brick Manufacturing
			327332	Concrete Pipe Manufacturing
			327390	Other Concrete Product Manufacturing
			327410	Lime Manufacturing
			327420	Gypsum Product Manufacturing
			327910	Abrasive Product Manufacturing
			327991	Cut Stone and Stone Product Manufacturing
			327992	Ground or Treated Mineral and Earth Manufacturing
			327993	Mineral Wool Manufacturing
			327999	All Other Miscellaneous Nonmetallic Mineral Product Manufacturing
		331		Primary Metal Manufacturing
			331110	Iron and Steel Mills and Ferroalloy Manufacturing
			331210	Iron and Steel Pipe and Tube Manufacturing from Purchased Steel
			331221	Rolled Steel Shape Manufacturing
			331222	Steel Wire Drawing
			331313	Alumina Refining and Primary Aluminum Production

Check Box	Category Code	General Code	Detail Code	Category Description
			331314	Secondary Smelting and Alloying of Aluminum
			331315	Aluminum Sheet, Plate, and Foil Manufacturing
			331318	Other Aluminum Rolling, Drawing, and Extruding
			331410	Nonferrous Metal (except Aluminum) Smelting and Refining
			331420	Copper Rolling, Drawing, Extruding, and Alloying
			331491	Nonferrous Metal (except Copper and Aluminum) Rolling, Drawing, and Extruding
			331492	Secondary Smelting, Refining, and Alloying of Nonferrous Metal (except Copper and Aluminum)
			331511	Iron Foundries
			331512	Steel Investment Foundries
			331513	Steel Foundries (except Investment)
			331523	Nonferrous Metal Die-Casting Foundries
			331524	Aluminum Foundries (except Die-Casting)
			331529	Other Nonferrous Metal Foundries (except Die-Casting)
		332		Fabricated Metal Product Manufacturing
			332111	Iron and Steel Forging
			332112	Nonferrous Forging
			332114	Custom Roll Forming
			332117	Powder Metallurgy Part Manufacturing
			332119	Metal Crown, Closure, and Other Metal Stamping (except Automotive)
			332215	Metal Kitchen Cookware, Utensil, Cutlery, and Flatware (except Precious) Manufacturing
			332216	Saw Blade and Handtool Manufacturing
			332311	Prefabricated Metal Building and Component Manufacturing
			332312	Fabricated Structural Metal Manufacturing
			332313	Plate Work Manufacturing
			332321	Metal Window and Door Manufacturing
			332322	Sheet Metal Work Manufacturing
			332323	Ornamental and Architectural Metal Work Manufacturing
			332410	Power Boiler and Heat Exchanger Manufacturing
			332420	Metal Tank (Heavy Gauge) Manufacturing
			332431	Metal Can Manufacturing
			332439	Other Metal Container Manufacturing
			332510	Hardware Manufacturing
			332613	Spring Manufacturing
			332618	Other Fabricated Wire Product Manufacturing
			332710	Machine Shops
			332721	Precision Turned Product Manufacturing
			332722	Bolt, Nut, Screw, Rivet, and Washer Manufacturing
			332811	Metal Heat Treating
			332812	Metal Coating, Engraving (except Jewelry and Silverware), and Allied Services to Manufacturers
			332813	Electroplating, Plating, Polishing, Anodizing, and Coloring
			332911	Industrial Valve Manufacturing
			332912	Fluid Power Valve and Hose Fitting Manufacturing
			332913	Plumbing Fixture Fitting and Trim Manufacturing
			332919	Other Metal Valve and Pipe Fitting Manufacturing
			332991	Ball and Roller Bearing Manufacturing

Check Box	Category Code	General Code	Detail Code	Category Description
			332992	Small Arms Ammunition Manufacturing
			332993	Ammunition (except Small Arms) Manufacturing
			332994	Small Arms, Ordnance, and Ordnance Accessories Manufacturing
			332996	Fabricated Pipe and Pipe Fitting Manufacturing
			332999	All Other Miscellaneous Fabricated Metal Product Manufacturing
		333		Machinery Manufacturing
			333111	Farm Machinery and Equipment Manufacturing
			333112	Lawn and Garden Tractor and Home Lawn and Garden Equipment Manufacturing
			333120	Construction Machinery Manufacturing
			333131	Mining Machinery and Equipment Manufacturing
			333132	Oil and Gas Field Machinery and Equipment Manufacturing
			333241	Food Product Machinery Manufacturing
			333242	Semiconductor Machinery Manufacturing
			333243	Sawmill, Woodworking, and Paper Machinery Manufacturing
			333244	Printing Machinery and Equipment Manufacturing
			333249	Other Industrial Machinery Manufacturing
			333314	Optical Instrument and Lens Manufacturing
			333316	Photographic and Photocopying Equipment Manufacturing
			333318	Other Commercial and Service Industry Machinery Manufacturing
			333413	Industrial and Commercial Fan and Blower and Air Purification Equipment Manufacturing
			333414	Heating Equipment (except Warm Air Furnaces) Manufacturing
			333415	Air-Conditioning and Warm Air Heating Equipment and Commercial and Industrial Refrigeration Equipment Manufacturing
			333511	Industrial Mold Manufacturing
			333514	Special Die and Tool, Die Set, Jig, and Fixture Manufacturing
			333515	Cutting Tool and Machine Tool Accessory Manufacturing
			333517	Machine Tool Manufacturing
			333519	Rolling Mill and Other Metalworking Machinery Manufacturing
			333611	Turbine and Turbine Generator Set Units Manufacturing
			333612	Speed Changer, Industrial High-Speed Drive, and Gear Manufacturing
			333613	Mechanical Power Transmission Equipment Manufacturing
			333618	Other Engine Equipment Manufacturing
			333912	Air and Gas Compressor Manufacturing
			333914	Measuring, Dispensing, and Other Pumping Equipment Manufacturing
			333921	Elevator and Moving Stairway Manufacturing
			333922	Conveyor and Conveying Equipment Manufacturing
			333923	Overhead Traveling Crane, Hoist, and Monorail System Manufacturing
			333924	Industrial Truck, Tractor, Trailer, and Stacker Machinery Manufacturing
			333991	Power-Driven Handtool Manufacturing
			333992	Welding and Soldering Equipment Manufacturing
			333993	Packaging Machinery Manufacturing
			333994	Industrial Process Furnace and Oven Manufacturing
			333995	Fluid Power Cylinder and Actuator Manufacturing
			333996	Fluid Power Pump and Motor Manufacturing
			333997	Scale and Balance Manufacturing
			333999	All Other Miscellaneous General Purpose Machinery Manufacturing
		334		Computer and Electronic Product Manufacturing

Check Box	Category Code	General Code	Detail Code	Category Description
			334111	Electronic Computer Manufacturing
			334112	Computer Storage Device Manufacturing
			334118	Computer Terminal and Other Computer Peripheral Equipment Manufacturing
			334210	Telephone Apparatus Manufacturing
			334220	Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing
			334290	Other Communications Equipment Manufacturing
			334310	Audio and Video Equipment Manufacturing
			334412	Bare Printed Circuit Board Manufacturing
			334413	Semiconductor and Related Device Manufacturing
			334416	Capacitor, Resistor, Coil, Transformer, and Other Inductor Manufacturing
			334417	Electronic Connector Manufacturing
			334418	Printed Circuit Assembly (Electronic Assembly) Manufacturing
			334419	Other Electronic Component Manufacturing
			334510	Electromedical and Electrotherapeutic Apparatus Manufacturing
			334511	Search, Detection, Navigation, Guidance, Aeronautical, and Nautical System and Instrument Manufacturing
			334512	Automatic Environmental Control Manufacturing for Residential, Commercial, and Appliance Use
			334513	Instruments and Related Products Manufacturing for Measuring, Displaying, and Controlling Industrial Process Variables
			334514	Totalizing Fluid Meter and Counting Device Manufacturing
			334515	Instrument Manufacturing for Measuring and Testing Electricity and Electrical Signals
			334516	Analytical Laboratory Instrument Manufacturing
			334517	Irradiation Apparatus Manufacturing
			334519	Other Measuring and Controlling Device Manufacturing
			334613	Blank Magnetic and Optical Recording Media Manufacturing
			334614	Software and Other Prerecorded Compact Disc, Tape, and Record Reproducing
		335		Electrical Equipment, Appliance, and Component Manufacturing
			335110	Electric Lamp Bulb and Part Manufacturing
			335121	Residential Electric Lighting Fixture Manufacturing
			335122	Commercial, Industrial, and Institutional Electric Lighting Fixture Manufacturing
			335129	Other Lighting Equipment Manufacturing
			335210	Small Electrical Appliance Manufacturing
			335220	Major Household Appliance Manufacturing
			335311	Power, Distribution, and Specialty Transformer Manufacturing
			335312	Motor and Generator Manufacturing
			335313	Switchgear and Switchboard Apparatus Manufacturing
			335314	Relay and Industrial Control Manufacturing
			335911	Storage Battery Manufacturing
			335912	Primary Battery Manufacturing
			335921	Fiber Optic Cable Manufacturing
			335929	Other Communication and Energy Wire Manufacturing
			335931	Current-Carrying Wiring Device Manufacturing
			335932	Noncurrent-Carrying Wiring Device Manufacturing
			335991	Carbon and Graphite Product Manufacturing
			335999	All Other Miscellaneous Electrical Equipment and Component Manufacturing
		336		Transportation Equipment Manufacturing

Check Box	Category Code	General Code	Detail Code	Category Description
			336111	Automobile Manufacturing
			336112	Light Truck and Utility Vehicle Manufacturing
			336120	Heavy Duty Truck Manufacturing
			336211	Motor Vehicle Body Manufacturing
			336212	Truck Trailer Manufacturing
			336213	Motor Home Manufacturing
			336214	Travel Trailer and Camper Manufacturing
			336310	Motor Vehicle Gasoline Engine and Engine Parts Manufacturing
			336320	Motor Vehicle Electrical and Electronic Equipment Manufacturing
			336330	Motor Vehicle Steering and Suspension Components (except Spring) Manufacturing
			336340	Motor Vehicle Brake System Manufacturing
			336350	Motor Vehicle Transmission and Power Train Parts Manufacturing
			336360	Motor Vehicle Seating and Interior Trim Manufacturing
			336370	Motor Vehicle Metal Stamping
			336390	Other Motor Vehicle Parts Manufacturing
			336411	Aircraft Manufacturing
			336412	Aircraft Engine and Engine Parts Manufacturing
			336413	Other Aircraft Parts and Auxiliary Equipment Manufacturing
			336414	Guided Missile and Space Vehicle Manufacturing
			336415	Guided Missile and Space Vehicle Propulsion Unit and Propulsion Unit Parts Manufacturing
			336419	Other Guided Missile and Space Vehicle Parts and Auxiliary Equipment Manufacturing
			336510	Railroad Rolling Stock Manufacturing
			336611	Ship Building and Repairing
			336612	Boat Building
			336991	Motorcycle, Bicycle, and Parts Manufacturing
			336992	Military Armored Vehicle, Tank, and Tank Component Manufacturing
			336999	All Other Transportation Equipment Manufacturing
		337		Furniture and Related Product Manufacturing
			337110	Wood Kitchen Cabinet and Countertop Manufacturing
			337121	Upholstered Household Furniture Manufacturing
			337122	Nonupholstered Wood Household Furniture Manufacturing
			337124	Metal Household Furniture Manufacturing
			337125	Household Furniture (except Wood and Metal) Manufacturing
			337127	Institutional Furniture Manufacturing
			337211	Wood Office Furniture Manufacturing
			337212	Custom Architectural Woodwork and Millwork Manufacturing
			337214	Office Furniture (except Wood) Manufacturing
			337215	Showcase, Partition, Shelving, and Locker Manufacturing
			337910	Mattress Manufacturing
			337920	Blind and Shade Manufacturing
		339		Miscellaneous Manufacturing
			339112	Surgical and Medical Instrument Manufacturing
			339113	Surgical Appliance and Supplies Manufacturing
			339114	Dental Equipment and Supplies Manufacturing
			339115	Ophthalmic Goods Manufacturing
			339116	Dental Laboratories

Check Box	Category Code	General Code	Detail Code	Category Description
			339910	Jewelry and Silverware Manufacturing
			339920	Sporting and Athletic Goods Manufacturing
			339930	Doll, Toy, and Game Manufacturing
			339940	Office Supplies (except Paper) Manufacturing
			339950	Sign Manufacturing
			339991	Gasket, Packing, and Sealing Device Manufacturing
			339992	Musical Instrument Manufacturing
			339993	Fastener, Button, Needle, and Pin Manufacturing
			339994	Broom, Brush, and Mop Manufacturing
			339995	Burial Casket Manufacturing
			339999	All Other Miscellaneous Manufacturing
	42			Wholesale Trade
		423		Merchant Wholesalers, Durable Goods
			423110	Automobile and Other Motor Vehicle Merchant Wholesalers
			423120	Motor Vehicle Supplies and New Parts Merchant Wholesalers
			423130	Tire and Tube Merchant Wholesalers
			423140	Motor Vehicle Parts (Used) Merchant Wholesalers
			423210	Furniture Merchant Wholesalers
			423220	Home Furnishing Merchant Wholesalers
			423310	Lumber, Plywood, Millwork, and Wood Panel Merchant Wholesalers
			423320	Brick, Stone, and Related Construction Material Merchant Wholesalers
			423330	Roofing, Siding, and Insulation Material Merchant Wholesalers
			423390	Other Construction Material Merchant Wholesalers
			423410	Photographic Equipment and Supplies Merchant Wholesalers
			423420	Office Equipment Merchant Wholesalers
			423430	Computer and Computer Peripheral Equipment and Software Merchant Wholesalers
			423440	Other Commercial Equipment Merchant Wholesalers
			423450	Medical, Dental, and Hospital Equipment and Supplies Merchant Wholesalers
			423460	Ophthalmic Goods Merchant Wholesalers
			423490	Other Professional Equipment and Supplies Merchant Wholesalers
			423510	Metal Service Centers and Other Metal Merchant Wholesalers
			423520	Coal and Other Mineral and Ore Merchant Wholesalers
			423610	Electrical Apparatus and Equipment, Wiring Supplies, and Related Equipment Merchant Wholesalers
			423620	Household Appliances, Electric Housewares, and Consumer Electronics Merchant Wholesalers
			423690	Other Electronic Parts and Equipment Merchant Wholesalers
			423710	Hardware Merchant Wholesalers
			423720	Plumbing and Heating Equipment and Supplies (Hydronics) Merchant Wholesalers
			423730	Warm Air Heating and Air-Conditioning Equipment and Supplies Merchant Wholesalers
			423740	Refrigeration Equipment and Supplies Merchant Wholesalers
			423810	Construction and Mining (except Oil Well) Machinery and Equipment Merchant Wholesalers
			423820	Farm and Garden Machinery and Equipment Merchant Wholesalers
			423830	Industrial Machinery and Equipment Merchant Wholesalers
			423840	Industrial Supplies Merchant Wholesalers

Check Box	Category Code	General Code	Detail Code	Category Description
			423850	Service Establishment Equipment and Supplies Merchant Wholesalers
			423860	Transportation Equipment and Supplies (except Motor Vehicle) Merchant Wholesalers
			423910	Sporting and Recreational Goods and Supplies Merchant Wholesalers
			423920	Toy and Hobby Goods and Supplies Merchant Wholesalers
			423930	Recyclable Material Merchant Wholesalers
			423940	Jewelry, Watch, Precious Stone, and Precious Metal Merchant Wholesalers
			423990	Other Miscellaneous Durable Goods Merchant Wholesalers
		424		Merchant Wholesalers, Nondurable Goods
			424110	Printing and Writing Paper Merchant Wholesalers
			424120	Stationery and Office Supplies Merchant Wholesalers
			424130	Industrial and Personal Service Paper Merchant Wholesalers
			424210	Drugs and Druggists' Sundries Merchant Wholesalers
			424310	Piece Goods, Notions, and Other Dry Goods Merchant Wholesalers
			424320	Men's and Boys' Clothing and Furnishings Merchant Wholesalers
			424330	Women's, Children's, and Infants' Clothing and Accessories Merchant Wholesalers
			424340	Footwear Merchant Wholesalers
			424410	General Line Grocery Merchant Wholesalers
			424420	Packaged Frozen Food Merchant Wholesalers
			424430	Dairy Product (except Dried or Canned) Merchant Wholesalers
			424440	Poultry and Poultry Product Merchant Wholesalers
			424450	Confectionery Merchant Wholesalers
			424460	Fish and Seafood Merchant Wholesalers
			424470	Meat and Meat Product Merchant Wholesalers
			424480	Fresh Fruit and Vegetable Merchant Wholesalers
			424490	Other Grocery and Related Products Merchant Wholesalers
			424510	Grain and Field Bean Merchant Wholesalers
			424520	Livestock Merchant Wholesalers
			424590	Other Farm Product Raw Material Merchant Wholesalers
			424610	Plastics Materials and Basic Forms and Shapes Merchant Wholesalers
			424690	Other Chemical and Allied Products Merchant Wholesalers
			424710	Petroleum Bulk Stations and Terminals
			424720	Petroleum and Petroleum Products Merchant Wholesalers (except Bulk Stations and Terminals)
			424810	Beer and Ale Merchant Wholesalers
			424820	Wine and Distilled Alcoholic Beverage Merchant Wholesalers
			424910	Farm Supplies Merchant Wholesalers
			424920	Book, Periodical, and Newspaper Merchant Wholesalers
			424930	Flower, Nursery Stock, and Florists' Supplies Merchant Wholesalers
			424940	Tobacco and Tobacco Product Merchant Wholesalers
			424950	Paint, Varnish, and Supplies Merchant Wholesalers
			424990	Other Miscellaneous Nondurable Goods Merchant Wholesalers
		425		Wholesale Electronic Markets and Agents and Brokers
			425110	Business to Business Electronic Markets
			425120	Wholesale Trade Agents and Brokers
	44-45			Retail Trade
		441		Motor Vehicle and Parts Dealers
			441110	New Car Dealers

Check Box	Category Code	General Code	Detail Code	Category Description
			441120	Used Car Dealers
			441210	Recreational Vehicle Dealers
			441222	Boat Dealers
			441228	Motorcycle, ATV, and All Other Motor Vehicle Dealers
			441310	Automotive Parts and Accessories Stores
			441320	Tire Dealers
		442		Furniture and Home Furnishings Stores
			442110	Furniture Stores
			442210	Floor Covering Stores
			442291	Window Treatment Stores
			442299	All Other Home Furnishings Stores
		443		Electronics and Appliance Stores
			443141	Household Appliance Stores
			443142	Electronics Stores
		444		Building Material and Garden Equipment and Supplies Dealers
			444110	Home Centers
			444120	Paint and Wallpaper Stores
			444130	Hardware Stores
			444190	Other Building Material Dealers
			444210	Outdoor Power Equipment Stores
			444220	Nursery, Garden Center, and Farm Supply Stores
		445		Food and Beverage Stores
			445110	Supermarkets and Other Grocery (except Convenience) Stores
			445120	Convenience Stores
			445210	Meat Markets
			445220	Fish and Seafood Markets
			445230	Fruit and Vegetable Markets
			445291	Baked Goods Stores
			445292	Confectionery and Nut Stores
			445299	All Other Specialty Food Stores
			445310	Beer, Wine, and Liquor Stores
		446		Health and Personal Care Stores
			446110	Pharmacies and Drug Stores
			446120	Cosmetics, Beauty Supplies, and Perfume Stores
			446130	Optical Goods Stores
			446191	Food (Health) Supplement Stores
			446199	All Other Health and Personal Care Stores
		447		Gasoline Stations
			447110	Gasoline Stations with Convenience Stores
			447190	Other Gasoline Stations
		448		Clothing and Clothing Accessories Stores
			448110	Men's Clothing Stores
			448120	Women's Clothing Stores
			448130	Children's and Infants' Clothing Stores
			448140	Family Clothing Stores
			448150	Clothing Accessories Stores
			448190	Other Clothing Stores
			448210	Shoe Stores
			448310	Jewelry Stores

Check Box	Category Code	General Code	Detail Code	Category Description
			448320	Luggage and Leather Goods Stores
		451		Sporting Goods, Hobby, Musical Instrument, and Book Stores
			451110	Sporting Goods Stores
			451120	Hobby, Toy, and Game Stores
			451130	Sewing, Needlework, and Piece Goods Stores
			451140	Musical Instrument and Supplies Stores
			451211	Book Stores
			451212	News Dealers and Newsstands
		452		General Merchandise Stores
			452210	Department Stores
			452311	Warehouse Clubs and Supercenters
			452319	All Other General Merchandise Stores
		453		Miscellaneous Store Retailers
			453110	Florists
			453210	Office Supplies and Stationery Stores
			453220	Gift, Novelty, and Souvenir Stores
			453310	Used Merchandise Stores
			453910	Pet and Pet Supplies Stores
			453920	Art Dealers
			453930	Manufactured (Mobile) Home Dealers
			453991	Tobacco Stores
			453998	All Other Miscellaneous Store Retailers (except Tobacco Stores)
		454		Nonstore Retailers
			454110	Electronic Shopping and Mail-Order Houses
			454210	Vending Machine Operators
			454310	Fuel Dealers
			454390	Other Direct Selling Establishments
	48-49			Transportation and Warehousing
		481		Air Transportation
			481111	Scheduled Passenger Air Transportation
			481112	Scheduled Freight Air Transportation
			481211	Nonscheduled Chartered Passenger Air Transportation
			481212	Nonscheduled Chartered Freight Air Transportation
			481219	Other Nonscheduled Air Transportation
		482		Rail Transportation
			482111	Line-Haul Railroads
			482112	Short Line Railroads
		483		Water Transportation
			483111	Deep Sea Freight Transportation
			483112	Deep Sea Passenger Transportation
			483113	Coastal and Great Lakes Freight Transportation
			483114	Coastal and Great Lakes Passenger Transportation
			483211	Inland Water Freight Transportation
			483212	Inland Water Passenger Transportation
		484		Truck Transportation
			484110	General Freight Trucking, Local
			484121	General Freight Trucking, Long-Distance, Truckload
			484122	General Freight Trucking, Long-Distance, Less Than Truckload
			484210	Used Household and Office Goods Moving

Check Box	Category Code	General Code	Detail Code	Category Description
			484220	Specialized Freight (except Used Goods) Trucking, Local
			484230	Specialized Freight (except Used Goods) Trucking, Long-Distance
		485		Transit and Ground Passenger Transportation
			485111	Mixed Mode Transit Systems
			485112	Commuter Rail Systems
			485113	Bus and Other Motor Vehicle Transit Systems
			485119	Other Urban Transit Systems
			485210	Interurban and Rural Bus Transportation
			485310	Taxi Service
			485320	Limousine Service
			485410	School and Employee Bus Transportation
			485510	Charter Bus Industry
			485991	Special Needs Transportation
			485999	All Other Transit and Ground Passenger Transportation
		486		Pipeline Transportation
			486110	Pipeline Transportation of Crude Oil
			486210	Pipeline Transportation of Natural Gas
			486910	Pipeline Transportation of Refined Petroleum Products
			486990	All Other Pipeline Transportation
		487		Scenic and Sightseeing Transportation
			487110	Scenic and Sightseeing Transportation, Land
			487210	Scenic and Sightseeing Transportation, Water
			487990	Scenic and Sightseeing Transportation, Other
		488		Support Activities for Transportation
			488111	Air Traffic Control
			488119	Other Airport Operations
			488190	Other Support Activities for Air Transportation
			488210	Support Activities for Rail Transportation
			488310	Port and Harbor Operations
			488320	Marine Cargo Handling
			488330	Navigational Services to Shipping
			488390	Other Support Activities for Water Transportation
			488410	Motor Vehicle Towing
			488490	Other Support Activities for Road Transportation
			488510	Freight Transportation Arrangement
			488991	Packing and Crating
			488999	All Other Support Activities for Transportation
		491		Postal Service
			491110	Postal Service
		492		Couriers and Messengers
			492110	Couriers and Express Delivery Services
			492210	Local Messengers and Local Delivery
		493		Warehousing and Storage
			493110	General Warehousing and Storage
			493120	Refrigerated Warehousing and Storage
			493130	Farm Product Warehousing and Storage
			493190	Other Warehousing and Storage
	51			Information
		511		Publishing Industries (except Internet)

Check Box	Category Code	General Code	Detail Code	Category Description
			511110	Newspaper Publishers
			511120	Periodical Publishers
			511130	Book Publishers
			511140	Directory and Mailing List Publishers
			511191	Greeting Card Publishers
			511199	All Other Publishers
			511210	Software Publishers
		512		Motion Picture and Sound Recording Industries
			512110	Motion Picture and Video Production
			512120	Motion Picture and Video Distribution
			512131	Motion Picture Theaters (except Drive-Ins)
			512132	Drive-In Motion Picture Theaters
			512191	Teleproduction and Other Postproduction Services
			512199	Other Motion Picture and Video Industries
			512230	Music Publishers
			512240	Sound Recording Studios
			512250	Record Production and Distribution
			512290	Other Sound Recording Industries
		515		Broadcasting (except Internet)
			515111	Radio Networks
			515112	Radio Stations
			515120	Television Broadcasting
			515210	Cable and Other Subscription Programming
		517		Telecommunications
			517311	Wired Telecommunications Carriers
			517312	Wireless Telecommunications Carriers (except Satellite)
			517410	Satellite Telecommunications
			517911	Telecommunications Resellers
			517919	All Other Telecommunications
		518		Data Processing, Hosting, and Related Services
			518210	Data Processing, Hosting, and Related Services
		519		Other Information Services
			519110	News Syndicates
			519120	Libraries and Archives
			519130	Internet Publishing and Broadcasting and Web Search Portals
			519190	All Other Information Services
	52			Finance and Insurance
		521		Monetary Authorities-Central Bank
			521110	Monetary Authorities-Central Bank
		522		Credit Intermediation and Related Activities
			522110	Commercial Banking
			522120	Savings Institutions
			522130	Credit Unions
			522190	Other Depository Credit Intermediation
			522210	Credit Card Issuing
			522220	Sales Financing
			522291	Consumer Lending
			522292	Real Estate Credit
			522293	International Trade Financing

Check Box	Category Code	General Code	Detail Code	Category Description
			522294	Secondary Market Financing
			522298	All Other Nondepository Credit Intermediation
			522310	Mortgage and Nonmortgage Loan Brokers
			522320	Financial Transactions Processing, Reserve, and Clearinghouse Activities
			522390	Other Activities Related to Credit Intermediation
		523		Securities, Commodity Contracts, and Other Financial Investments and Related Activities
			523110	Investment Banking and Securities Dealing
			523120	Securities Brokerage
			523130	Commodity Contracts Dealing
			523140	Commodity Contracts Brokerage
			523210	Securities and Commodity Exchanges
			523910	Miscellaneous Intermediation
			523920	Portfolio Management
			523930	Investment Advice
			523991	Trust, Fiduciary, and Custody Activities
			523999	Miscellaneous Financial Investment Activities
		524		Insurance Carriers and Related Activities
			524113	Direct Life Insurance Carriers
			524114	Direct Health and Medical Insurance Carriers
			524126	Direct Property and Casualty Insurance Carriers
			524127	Direct Title Insurance Carriers
			524128	Other Direct Insurance (except Life, Health, and Medical) Carriers
			524130	Reinsurance Carriers
			524210	Insurance Agencies and Brokerages
			524291	Claims Adjusting
			524292	Third Party Administration of Insurance and Pension Funds
			524298	All Other Insurance Related Activities
		525		Funds, Trusts, and Other Financial Vehicles
			525110	Pension Funds
			525120	Health and Welfare Funds
			525190	Other Insurance Funds
			525910	Open-End Investment Funds
			525920	Trusts, Estates, and Agency Accounts
			525990	Other Financial Vehicles
	53			<i>Real Estate and Rental and Leasing</i>
		531		Real Estate
			531110	Lessors of Residential Buildings and Dwellings
			531120	Lessors of Nonresidential Buildings (except Miniwarehouses)
			531130	Lessors of Miniwarehouses and Self-Storage Units
			531190	Lessors of Other Real Estate Property
			531210	Offices of Real Estate Agents and Brokers
			531311	Residential Property Managers
			531312	Nonresidential Property Managers
			531320	Offices of Real Estate Appraisers
			531390	Other Activities Related to Real Estate
		532		Rental and Leasing Services
			532111	Passenger Car Rental
			532112	Passenger Car Leasing

Check Box	Category Code	General Code	Detail Code	Category Description
			532120	Truck, Utility Trailer, and RV (Recreational Vehicle) Rental and Leasing
			532210	Consumer Electronics and Appliances Rental
			532281	Formal Wear and Costume Rental
			532282	Video Tape and Disc Rental
			532283	Home Health Equipment Rental
			532284	Recreational Goods Rental
			532289	All Other Consumer Goods Rental
			532310	General Rental Centers
			532411	Commercial Air, Rail, and Water Transportation Equipment Rental and Leasing
			532412	Construction, Mining, and Forestry Machinery and Equipment Rental and Leasing
			532420	Office Machinery and Equipment Rental and Leasing
			532490	Other Commercial and Industrial Machinery and Equipment Rental and Leasing
		533		Lessors of Nonfinancial Intangible Assets (except Copyrighted Works)
			533110	Lessors of Nonfinancial Intangible Assets (except Copyrighted Works)
	54			Professional, Scientific, and Technical Services
		541		Professional, Scientific, and Technical Services
			541110	Offices of Lawyers
			541120	Offices of Notaries
			541191	Title Abstract and Settlement Offices
			541199	All Other Legal Services
			541211	Offices of Certified Public Accountants
			541213	Tax Preparation Services
			541214	Payroll Services
			541219	Other Accounting Services
			541310	Architectural Services
			541320	Landscape Architectural Services
			541330	Engineering Services
			541340	Drafting Services
			541350	Building Inspection Services
			541360	Geophysical Surveying and Mapping Services
			541370	Surveying and Mapping (except Geophysical) Services
			541380	Testing Laboratories
			541410	Interior Design Services
			541420	Industrial Design Services
			541430	Graphic Design Services
			541490	Other Specialized Design Services
			541511	Custom Computer Programming Services
			541512	Computer Systems Design Services
			541513	Computer Facilities Management Services
			541519	Other Computer Related Services
✓			541611	Administrative Management and General Management Consulting Services
			541612	Human Resources Consulting Services
			541613	Marketing Consulting Services
			541614	Process, Physical Distribution, and Logistics Consulting Services
✓			541618	Other Management Consulting Services
			541620	Environmental Consulting Services
			541690	Other Scientific and Technical Consulting Services
			541713	Research and Development in Nanotechnology

Check Box	Category Code	General Code	Detail Code	Category Description
			541714	Research and Development in Biotechnology (except Nanobiotechnology)
			541715	Research and Development in the Physical, Engineering, and Life Sciences (except Nanotechnology and Biotechnology)
			541720	Research and Development in the Social Sciences and Humanities
			541810	Advertising Agencies
			541820	Public Relations Agencies
			541830	Media Buying Agencies
			541840	Media Representatives
			541850	Outdoor Advertising
			541860	Direct Mail Advertising
			541870	Advertising Material Distribution Services
			541890	Other Services Related to Advertising
			541910	Marketing Research and Public Opinion Polling
			541921	Photography Studios, Portrait
			541922	Commercial Photography
			541930	Translation and Interpretation Services
			541940	Veterinary Services
			541990	All Other Professional, Scientific, and Technical Services
	55			Management of Companies and Enterprises
		551		Management of Companies and Enterprises
			551111	Offices of Bank Holding Companies
			551112	Offices of Other Holding Companies
			551114	Corporate, Subsidiary, and Regional Managing Offices
✓	56			Administrative and Support and Waste Management and Remediation Services
		561		Administrative and Support Services
			561110	Office Administrative Services
			561210	Facilities Support Services
			561311	Employment Placement Agencies
			561312	Executive Search Services
			561320	Temporary Help Services
			561330	Professional Employer Organizations
			561410	Document Preparation Services
			561421	Telephone Answering Services
			561422	Telemarketing Bureaus and Other Contact Centers
			561431	Private Mail Centers
			561439	Other Business Service Centers (including Copy Shops)
			561440	Collection Agencies
			561450	Credit Bureaus
			561491	Repossession Services
			561492	Court Reporting and Stenotype Services
			561499	All Other Business Support Services
			561510	Travel Agencies
			561520	Tour Operators
			561591	Convention and Visitors Bureaus
			561599	All Other Travel Arrangement and Reservation Services
			561611	Investigation Services
			561612	Security Guards and Patrol Services
			561613	Armored Car Services
			561621	Security Systems Services (except Locksmiths)

Check Box	Category Code	General Code	Detail Code	Category Description
			561622	Locksmiths
			561710	Exterminating and Pest Control Services
			561720	Janitorial Services
			561730	Landscaping Services
			561740	Carpet and Upholstery Cleaning Services
			561790	Other Services to Buildings and Dwellings
			561910	Packaging and Labeling Services
			561920	Convention and Trade Show Organizers
			561990	All Other Support Services
		562		Waste Management and Remediation Services
			562111	Solid Waste Collection
			562112	Hazardous Waste Collection
			562119	Other Waste Collection
			562211	Hazardous Waste Treatment and Disposal
			562212	Solid Waste Landfill
			562213	Solid Waste Combustors and Incinerators
			562219	Other Nonhazardous Waste Treatment and Disposal
			562910	Remediation Services
			562920	Materials Recovery Facilities
			562991	Septic Tank and Related Services
✓			562998	All Other Miscellaneous Waste Management Services
	61			Educational Services
		611		Educational Services
			611110	Elementary and Secondary Schools
			611210	Junior Colleges
			611310	Colleges, Universities, and Professional Schools
			611410	Business and Secretarial Schools
			611420	Computer Training
			611430	Professional and Management Development Training
			611511	Cosmetology and Barber Schools
			611512	Flight Training
			611513	Apprenticeship Training
			611519	Other Technical and Trade Schools
			611610	Fine Arts Schools
			611620	Sports and Recreation Instruction
			611630	Language Schools
			611691	Exam Preparation and Tutoring
			611692	Automobile Driving Schools
			611699	All Other Miscellaneous Schools and Instruction
			611710	Educational Support Services
	62			Health Care and Social Assistance
		621		Ambulatory Health Care Services
			621111	Offices of Physicians (except Mental Health Specialists)
			621112	Offices of Physicians, Mental Health Specialists
			621210	Offices of Dentists
			621310	Offices of Chiropractors
			621320	Offices of Optometrists
			621330	Offices of Mental Health Practitioners (except Physicians)
			621340	Offices of Physical, Occupational and Speech Therapists, and Audiologists

Check Box	Category Code	General Code	Detail Code	Category Description
			621391	Offices of Podiatrists
			621399	Offices of All Other Miscellaneous Health Practitioners
			621410	Family Planning Centers
			621420	Outpatient Mental Health and Substance Abuse Centers
			621491	HMO Medical Centers
			621492	Kidney Dialysis Centers
			621493	Freestanding Ambulatory Surgical and Emergency Centers
			621498	All Other Outpatient Care Centers
			621511	Medical Laboratories
			621512	Diagnostic Imaging Centers
			621610	Home Health Care Services
			621910	Ambulance Services
			621991	Blood and Organ Banks
			621999	All Other Miscellaneous Ambulatory Health Care Services
		622		Hospitals
			622110	General Medical and Surgical Hospitals
			622210	Psychiatric and Substance Abuse Hospitals
			622310	Specialty (except Psychiatric and Substance Abuse) Hospitals
		623		Nursing and Residential Care Facilities
			623110	Nursing Care Facilities (Skilled Nursing Facilities)
			623210	Residential Intellectual and Developmental Disability Facilities
			623220	Residential Mental Health and Substance Abuse Facilities
			623311	Continuing Care Retirement Communities
			623312	Assisted Living Facilities for the Elderly
			623990	Other Residential Care Facilities
		624		Social Assistance
			624110	Child and Youth Services
			624120	Services for the Elderly and Persons with Disabilities
			624190	Other Individual and Family Services
			624210	Community Food Services
			624221	Temporary Shelters
			624229	Other Community Housing Services
✓			624230	Emergency and Other Relief Services
			624310	Vocational Rehabilitation Services
			624410	Child Day Care Services
	71			Arts, Entertainment, and Recreation
		711		Performing Arts, Spectator Sports, and Related Industries
			711110	Theater Companies and Dinner Theaters
			711120	Dance Companies
			711130	Musical Groups and Artists
			711190	Other Performing Arts Companies
			711211	Sports Teams and Clubs
			711212	Racetracks
			711219	Other Spectator Sports
			711310	Promoters of Performing Arts, Sports, and Similar Events with Facilities
			711320	Promoters of Performing Arts, Sports, and Similar Events without Facilities
			711410	Agents and Managers for Artists, Athletes, Entertainers, and Other Public Figures
			711510	Independent Artists, Writers, and Performers

Check Box	Category Code	General Code	Detail Code	Category Description
		712		Museums, Historical Sites, and Similar Institutions
			712110	Museums
			712120	Historical Sites
			712130	Zoos and Botanical Gardens
			712190	Nature Parks and Other Similar Institutions
		713		Amusement, Gambling, and Recreation Industries
			713110	Amusement and Theme Parks
			713120	Amusement Arcades
			713210	Casinos (except Casino Hotels)
			713290	Other Gambling Industries
			713910	Golf Courses and Country Clubs
			713920	Skiing Facilities
			713930	Marinas
			713940	Fitness and Recreational Sports Centers
			713950	Bowling Centers
			713990	All Other Amusement and Recreation Industries
	72			Accommodation and Food Services
		721		Accommodation
			721110	Hotels (except Casino Hotels) and Motels
			721120	Casino Hotels
			721191	Bed-and-Breakfast Inns
			721199	All Other Traveler Accommodation
			721211	RV (Recreational Vehicle) Parks and Campgrounds
			721214	Recreational and Vacation Camps (except Campgrounds)
			721310	Rooming and Boarding Houses, Dormitories, and Workers' Camps
		722		Food Services and Drinking Places
			722310	Food Service Contractors
			722320	Caterers
			722330	Mobile Food Services
			722410	Drinking Places (Alcoholic Beverages)
			722511	Full-Service Restaurants
			722513	Limited-Service Restaurants
			722514	Cafeterias, Grill Buffets, and Buffets
			722515	Snack and Nonalcoholic Beverage Bars
	81			Other Services (except Public Administration)
		811		Repair and Maintenance
			811111	General Automotive Repair
			811112	Automotive Exhaust System Repair
			811113	Automotive Transmission Repair
			811118	Other Automotive Mechanical and Electrical Repair and Maintenance
			811121	Automotive Body, Paint, and Interior Repair and Maintenance
			811122	Automotive Glass Replacement Shops
			811191	Automotive Oil Change and Lubrication Shops
			811192	Car Washes
			811198	All Other Automotive Repair and Maintenance
			811211	Consumer Electronics Repair and Maintenance
			811212	Computer and Office Machine Repair and Maintenance
			811213	Communication Equipment Repair and Maintenance
			811219	Other Electronic and Precision Equipment Repair and Maintenance

Check Box	Category Code	General Code	Detail Code	Category Description
			811310	Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance
			811411	Home and Garden Equipment Repair and Maintenance
			811412	Appliance Repair and Maintenance
			811420	Reupholstery and Furniture Repair
			811430	Footwear and Leather Goods Repair
			811490	Other Personal and Household Goods Repair and Maintenance
		812		Personal and Laundry Services
			812111	Barber Shops
			812112	Beauty Salons
			812113	Nail Salons
			812191	Diet and Weight Reducing Centers
			812199	Other Personal Care Services
			812210	Funeral Homes and Funeral Services
			812220	Cemeteries and Crematories
			812310	Coin-Operated Laundries and Drycleaners
			812320	Drycleaning and Laundry Services (except Coin-Operated)
			812331	Linen Supply
			812332	Industrial Launderers
			812910	Pet Care (except Veterinary) Services
			812921	Photofinishing Laboratories (except One-Hour)
			812922	One-Hour Photofinishing
			812930	Parking Lots and Garages
			812990	All Other Personal Services
		813		Religious, Grantmaking, Civic, Professional, and Similar Organizations
			813110	Religious Organizations
			813211	Grantmaking Foundations
			813212	Voluntary Health Organizations
			813219	Other Grantmaking and Giving Services
			813311	Human Rights Organizations
			813312	Environment, Conservation and Wildlife Organizations
			813319	Other Social Advocacy Organizations
			813410	Civic and Social Organizations
			813910	Business Associations
			813920	Professional Organizations
			813930	Labor Unions and Similar Labor Organizations
			813940	Political Organizations
			813990	Other Similar Organizations (except Business, Professional, Labor, and Political Organizations)
		814		Private Households
			814110	Private Households
	92			Public Administration
		921		Executive, Legislative, and Other General Government Support
			921110	Executive Offices
			921120	Legislative Bodies
			921130	Public Finance Activities
			921140	Executive and Legislative Offices, Combined
			921150	American Indian and Alaska Native Tribal Governments
			921190	Other General Government Support

Check Box	Category Code	General Code	Detail Code	Category Description
		922		Justice, Public Order, and Safety Activities
			922110	Courts
			922120	Police Protection
			922130	Legal Counsel and Prosecution
			922140	Correctional Institutions
			922150	Parole Offices and Probation Offices
			922160	Fire Protection
			922190	Other Justice, Public Order, and Safety Activities
		923		Administration of Human Resource Programs
			923110	Administration of Education Programs
			923120	Administration of Public Health Programs
			923130	Administration of Human Resource Programs (except Education, Public Health, and Veterans' Affairs Programs)
			923140	Administration of Veterans' Affairs
		924		Administration of Environmental Quality Programs
			924110	Administration of Air and Water Resource and Solid Waste Management Programs
			924120	Administration of Conservation Programs
		925		Administration of Housing Programs, Urban Planning, and Community Development
✓			925110	Administration of Housing Programs
			925120	Administration of Urban Planning and Community and Rural Development
		926		Administration of Economic Programs
			926110	Administration of General Economic Programs
			926120	Regulation and Administration of Transportation Programs
			926130	Regulation and Administration of Communications, Electric, Gas, and Other Utilities
			926140	Regulation of Agricultural Marketing and Commodities
			926150	Regulation, Licensing, and Inspection of Miscellaneous Commercial Sectors
		927		Space Research and Technology
			927110	Space Research and Technology
		928		National Security and International Affairs
			928110	National Security
			928120	International Affairs



City of Pembroke Pines

**SWORN STATEMENT
ON PUBLIC ENTITY CRIMES
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).**

1. This sworn statement is submitted Tetra Tech, Inc.
(name of entity submitting sworn statement) whose business address is
2301 Lucien Way, Suite 120, Maitland, FL 32751
and (if applicable) its Federal Employer Identification Number (FEIN) is
95-4148514. (If the entity has no FEIN, include the Social Security
Number of the individual signing this sworn statement: _____.)
2. My name is Jonathan Burgiel and my
(Please print name of individual signing)
relationship to the entity named above is Business Unit President.
3. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
5. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Cityship by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a

*City of Pembroke Pines*

joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

6. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
7. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**
- ☒ A) Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ B) The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**
- ☐ B1) There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**
- ☐ B2) The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**
- ☐ B3) The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**


Bidder's Name/Signature

Tetra Tech, Inc.
Company

4/19/2021
Date



City of Pembroke Pines

LOCAL VENDOR PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

LOCAL PREFERENCE

The evaluation of competitive bids is subject to section 35.36 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation. A local business shall be defined as:

1. "Local Pembroke Pines Vendor" shall mean a business entity which has maintained a permanent place of business with full-time employees within the City limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the City of Pembroke Pines.

OR;

2. "Local Broward County Vendor" shall mean or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides.

A preference of five percent (5%) of the total evaluation point, or five percent (5%) of the total price, shall be given to the **Local Pembroke Pines Vendor(s)**; A preference of two and a half percent (2.5%) of the total evaluation point for local, or two and a half percent (2.5%) of the total price, shall be given to the **Local Broward County Vendor(s)**.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

LOCAL PREFERENCE CERTIFICATION:

- ☐ Place a check mark here only if affirming bidder meets requirements above as a Local Pembroke Pines Vendor. In addition, the business must attach a current business tax receipt from the City of Pembroke Pines along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.
- ☐ Place a check mark here only if affirming bidder meets requirements above as a Local Broward County Vendor. In addition, the business must attach a current business tax receipt from the Broward County or the city within Broward County where the business resides along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.
- ☒ Place a check mark here only if affirming bidder does not meet the requirements above as a Local Vendor.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Local Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for Local Vendor Preference based on their sub-contractors' qualifications.

COMPANY NAME: Tetra Tech, Inc.

PRINTED NAME / AUTHORIZED SIGNATURE: _____

Jonathan Burgiel



City of Pembroke Pines

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE

The evaluation of competitive bids is subject to section 35.37 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to veteran owned small businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with the following objective criteria as of the bid or proposal submission date stated in the solicitation. A veteran owned small business shall be defined as:

1. "Veteran Owned Small Business" shall mean a business entity which has received a "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).

A preference of two and a half percent (2.5%) of the total evaluation point, or two and a half percent (2.5%) of the total price, shall be given to the **Veteran Owned Small Business (VOSB)**. This shall mean that if a **VOSB** submits a bid/quote that is within 2.5% of the lowest price submitted by any vendor, the **VOSB** shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the **VOSB** submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the **VOSB**. If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder is a "**Local Pembroke Pines Vendor**" (**LPPV**) or a "**Local Broward County Vendor**" (**LBCV**) as established in Section 35.36 of the City's Code of Ordinances, entitled "Local Vendor Preference", then the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

If there is a **LPPV**, a **LBCV**, and a **VOSB** participating in the same bid solicitation and all three vendors qualify to submit a second bid, the **LPPV** will be given first option. If the **LPPV** cannot beat the lowest bid received by at least 1%, an opportunity will be given to the **LBCV**. If the **LBCV** cannot beat the lowest bid by at least 1%, an opportunity will be given to the **VOSB**. If the **VOSB** cannot beat the lowest bid by at least 1%, then the bid will be awarded to the lowest bidder.

If multiple **VOSBs** submit bids/quotes which are within 2.5% of the lowest bid/quote and there are no **LPPV** or **LBCV** as described in Section 35.36 of the City's Code of Ordinance, entitled "Local Vendor Preference", then all **VOSBs** will be asked to submit a **Best and Final Offer (BAFO)**. The award will be made to the **VOSB** submitting the lowest **BAFO** providing that that **BAFO** is at least 1% lower than the lowest bid/quote received in the original solicitation. If no **VOSB** can beat the lowest bid/quote by at least 1%, then the award will be made to the lowest responsive bidder.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION:

- ☐ Place a check mark here only if affirming bidder meets requirements above as a Veteran Owned Small Business. In addition, the bidder must attach the "Determination Letter" from the U.S. Dept. of Veteran Affairs Center.
- ☒ Place a check mark here only if affirming bidder does not meet the requirements above as a VOSB.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for VOSB Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for VOSB Preference based on their sub-contractors' qualifications.

COMPANY NAME: Tetra Tech, Inc.

PRINTED NAME / AUTHORIZED SIGNATURE: _____

Jonathan Burgiel, Business Unit President



EQUAL BENEFITS CERTIFICATION FORM FOR DOMESTIC PARTNERS AND ALL MARRIED COUPLES

Except where federal or state law mandates to the contrary, a Contractor awarded a Contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners and spouses of its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.

The Contractor shall provide the City and/or the City Manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the Contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the City Manager has received a complaint or has reason to believe the Contractor may not be in compliance with the provisions of this section. Records shall include but not be limited to providing the City and/or the City Manager or his/her designee with certified copies of the Contractor's records pertaining to its benefits policies and its employment policies and practices.

The Contractor must conspicuously make available to all employees and applicants for employment the following statement:

"During the performance of a contract with the City of Pembroke Pines, Florida, the Contractor will provide Equal Benefits to its employees with spouses, as defined by Section 35.39 of the City's Code of Ordinances, and its employees with Domestic Partners and all Married Couples".

The posted statement must also include a City contact telephone number and email address which will be provided to each contractor when a covered contract is executed.

SECTION 1 DEFINITIONS

- 1. Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package which may include but is not limited to sick leave, bereavement leave, family medical leave, and health benefits.
- 2. Cash Equivalent** mean the amount of money paid to an employee with a domestic partner or spouse in lieu of providing benefits to the employee's domestic partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse from a traditional marriage.
- 3. Covered Contract** means a contract between the City and a contractor awarded subsequent to the date when this section becomes effective valued at over \$25,000 or the threshold amount required for competitive bids as required in section 35.18(A) of the Procurement Code.
- 4. Domestic Partner** shall mean any two (2) adults of the same or different sex who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at



City of Pembroke Pines

least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partners who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Pembroke Pines.

5. **Equal benefits** means the equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners.
6. **Spouse** means one member of a married pair legally married under the laws of any state within the United States of America or any other jurisdiction under which such marriage is legally recognized, irrespective of gender.
7. **Traditional marriage** means a marriage between one man and one woman.

SECTION 2 CERTIFICATION OF CONTRACTOR

The firm providing a response, by virtue of the signature below, certifies that it is aware of the requirements of Section 35.39 "City Contractors providing Equal Benefits for Domestic Partners and all Married Couples" of the City's Code of Ordinances, and certifies the following (**Check only one box below**):

- ☒ **A.** Contractor currently complies with the requirements of this section; or
- ☐ **B.** Contractor will comply with the conditions of this section at the time of contract award; or
- ☐ **C.** Contractor will not comply with the conditions of this section at the time of contract award: or
- ☐ **D.** Contractor does not comply with the conditions of this section because of the following allowable exemption (**Check only one box below**):
 - ☐ **1.** The Contractor does not provide benefits to employees' spouses in traditional marriages;
 - ☐ **2.** The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, the Contractor shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Cash equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's Domestic Partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse;



City of Pembroke Pines

☐ **3.** The Contractor is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated supervised or controlled by or in conjunction with a religious organization, association, or society;

☐ **4.** The Contractor is a governmental agency;

The certification shall be signed by an authorized officer of the Contractor. Failure to provide such certification (by checking the appropriate boxes above along with completing the information below) shall result in a Contractor being deemed non-responsive.

COMPANY NAME: Tetra Tech, Inc.

AUTHORIZED OFFICER NAME / SIGNATURE: _____

A handwritten signature in blue ink, appearing to read "Jonathan Burgiel".

Jonathan Burgiel, Business Unit President



City of Pembroke Pines

VENDOR DRUG-FREE WORKPLACE CERTIFICATION FORM

SECTION 1 GENERAL TERM

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

IDENTICAL TIE BIDS - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drugfree workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after each conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

SECTION 2 AFFIRMATION

☒ Place a check mark here only if affirming bidder **complies fully** with the above requirements for a Drug-Free Workplace.

☐ Place a check mark here only if affirming bidder **does not** meet the requirements for a Drug-Free Workplace.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Drug-Free Workplace Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for Drug-Free Workplace Preference based on their sub-contractors' qualifications.


Authorized Signature

Jonathan Burgiel
Authorized Signer Name

Tetra Tech, Inc.
Company Name



City of Pembroke Pines

**SCRUTINIZED COMPANY CERTIFICATION
PURSUANT TO FLORIDA STATUTE § 287.135.**

I, Jonathan Burgiel, Business Unit President, on behalf of Tetra Tech, Inc.,
Print Name and Title Company Name
 certify that Tetra Tech, Inc.:
Company Name

1. Does not participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Tetra Tech, Inc.
Company Name

Jonathan Burgiel
Print Name / Signature

Business Unit President
Title



City of Pembroke Pines

E-VERIFY SYSTEM CERTIFICATION STATEMENT (UNDER SECTION 448.095, FLORIDA STATUTES)

1. Definitions:
 - a. **“Contractor”** means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.
 - b. **“Subcontractor”** means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
 - c. **“E-Verify system”** means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.
2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:
 - a. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
 - b. All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and
 - c. Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., “Employment Eligibility,” as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.
3. Contract Termination
 - a. If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
 - b. If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
 - c. A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
 - d. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
 - e. If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Tetra Tech, Inc.

COMPANY NAME: _____

PRINTED NAME / AUTHORIZED SIGNATURE: _____

Jonathan Burgiel

A handwritten signature in blue ink that reads "Jonathan Burgiel".

CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS FOR EXPENDITURE OF FEDERAL FUNDS

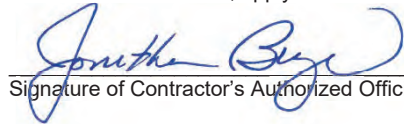
LOBBYING

As required by 7 CFR Part 3018, for persons entering into a contract, grant or cooperative agreement over **\$100,000** involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

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

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

The undersigned Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.


Signature of Contractor's Authorized Official
Tetra Tech, Inc.
Contractor / Name of Company

Jonathan Burgiel, Business Unit President
Printed Name and Title of Contractor's Authorized Official
April 19, 2021
Date

DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

As required by 7 CFR Part 3017, for persons entering into a contract, grant or cooperative agreement over **\$25,000** involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State, or local) with commission of any offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.


Signature of Contractor's Authorized Official
Tetra Tech, Inc.
Contractor / Name of Company

Jonathan Burgiel, Business Unit President
Printed Name and Title of Contractor's Authorized Official
April 19, 2021
Date

None to disclose

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: _____ a. contract _____ b. grant _____ c. cooperative agreement _____ d. loan _____ e. loan guarantee _____ f. loan insurance	2. Status of Federal Action: _____ a. bid / offer / application _____ b. initial award _____ c. post-award	3. Report Type: _____ a. initial filing _____ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee _____ Tier _____, if Known: Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: Jonathan Burgiel Title: Business Unit President Telephone No.: 321-441-8511 Date: 4.19.21	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number



CITY OF MAITLAND
FINANCE DEPARTMENT
1776 INDEPENDENCE LANE
MAITLAND, FL 32751

TETRA TECH INC
TAX DEPT
3475 E FOOTHILL BLVD
PASADENA, CA 91107

This is your Local Business Tax Receipt, formerly known as an Occupational License. Please detach the receipt below and post in a conspicuous place. If you have any questions about your receipt please contact 407-539-6253.

If this is a new business tax receipt, you must now proceed to obtain a tax receipt from Orange County also. You may call the County at 407-836-5650 or visit their website at www.octaxcol.com for more information.



CUT HERE

CITY OF MAITLAND, 1776 INDEPENDENCE LANE, MAITLAND, FL 32751

LOCAL BUSINESS TAX RECEIPT # 10499

EFFECTIVE: 10/01/20

EXPIRATION: 09/30/21

LOCATION: 2301 LUCIEN WAY #110
TETRA TECH INC

CATEGORY: BUSINESS

TYPE: SERVICES, ENGINEER/ACCOUNTING/MANAGEMENT

The person, firm, or corporation named above is hereby granted this receipt for fees paid to the City of Maitland for the business described above for the period indicated. Granting of this receipt does not entitle the holder to operate or maintain a business in violation of law or ordinance. The City of Maitland does not guarantee the qualifications of the holder of this receipt.

POST IN A CONSPICUOUS PLACE

NOT VALID UNLESS SIGNED BY CITY OFFICIAL

[Signature]

State of Florida

Department of State

I certify from the records of this office that TETRA TECH, INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on April 28, 1988.

The document number of this corporation is P19034.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on January 4, 2021, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fourth day of January, 2021*



Randy R. Lee
Secretary of State

Tracking Number: 1380301146CC

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

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:33 PM 02/26/2009
FILED 04:42 PM 02/26/2009
SRV 090208870 - 2151089 FILE

RESTATED CERTIFICATE OF INCORPORATION

OF

TETRA TECH, INC.

Tetra Tech, Inc., a corporation organized and existing under the laws of the State of Delaware, hereby certifies as follows:

1. The name of the corporation is Tetra Tech, Inc. Tetra Tech, Inc. was originally incorporated under the name Li-San Acquisition Corp., and the original Certificate of Incorporation of the corporation was filed with the Secretary of State of the State of Delaware on February 4, 1988.
2. Pursuant to Section 242 and 245 of the Delaware General Corporation Law ("DGCL"), this Restated Certificate of Incorporation restates and integrates and further amends the provisions of the Certificate of Incorporation of this corporation.
3. This Restated Certificate of Incorporation has been duly adopted by the Board of Directors of the corporation in accordance with Section 245 of the DGCL, and in accordance with the Board's direction was submitted to the stockholders of the corporation.
4. Thereafter, pursuant to the resolution of the Board of Directors of the corporation, the vote of the stockholders of the corporation was solicited wherein a majority of the outstanding shares of capital stock of the corporation entitled to vote thereon approved this Restated Certificate of Incorporation.
5. The text of the Restated Certificate of Incorporation as heretofore amended or supplemented is hereby restated and further amended to read in its entirety as follows:

ARTICLE I

The name of the corporation is Tetra Tech, Inc.

ARTICLE II

The registered office of the corporation in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801, County of New Castle. The name of the corporation's registered agent at such address is The Corporation Trust Company.

ARTICLE III

The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the DGCL.

ARTICLE IV

The total number of shares of stock that the corporation shall have authority to issue is one hundred fifty-two million (152,000,000), consisting of one hundred fifty million (150,000,000) shares of common stock, par value \$0.01, and two million (2,000,000) shares of preferred stock, per value \$0.01.

The designation and the powers, preferences and rights, and the qualifications, limitations or restrictions thereof are as follows:

(a) The board of directors is expressly authorized, at any time and from time to time, to provide for the issuance of shares of preferred stock in one or more series, with such voting powers, full or limited, or no voting powers, and such designations, preferences and relative, participating, optional or other special rights, and such qualifications, limitations or restrictions thereof, as shall be stated and expressed in the resolution or resolutions providing for the issue of such stock adopted by the board of directors; and

(b) Each holder of common stock of the corporation shall be entitled to one vote for each share of common stock registered in such holder's name on the books of the corporation.

ARTICLE V

Unless and except to the extent that the bylaws of the corporation shall so require, the election of the directors of the corporation need not be by written ballot. Meeting of the stockholders may be held within or without the State of Delaware, as the bylaws then provide. The books of the corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the board of directors or in the bylaws of the corporation.

ARTICLE VI

In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware, the board of directors is expressly authorized and empowered:

(a) to make, alter and repeal the bylaws of the corporation, subject to the power of the stockholders of the corporation to alter to repeal any bylaw made by the board of directors;

(b) from time to time to set apart out of any funds or assets of the corporation available for dividends an amount or amounts to be reserved as working capital for any other lawful purpose and to abolish any reserve so created and to determine whether any, and, if any, what part, of the surplus of the corporation or its net profits applicable to dividends shall be declared in dividends and paid to its stockholders, and all rights of the holders of stock of the corporation in respect of dividends shall be subject to the power of the board of directors so to do;

(c) subject to the laws of the State of Delaware, from time to time to sell, lease or otherwise dispose of any part or parts of the properties of the corporation and to cease to conduct the business connection therewith or again to resume the same, as it may deem best; and

(d) in addition to the powers and authorities hereinbefore and by the laws of the State of Delaware conferred upon the board of directors, to execute all such powers and to do all acts and things as may be exercised or done by the corporation; subject, however, to the express provisions of said laws, of the certificate of incorporation of the corporation and its bylaws.

ARTICLE VII

Any director or any officer of the corporation elected or appointed by the stockholders of the corporation or by its board of directors may be removed at any time in the manner prescribed by the bylaws of the corporation.

ARTICLE VIII

A director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the DGCL, or (iv) for any transaction from which the director derived an improper personal benefit. If the DGCL hereafter is amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the corporation, in addition to the limitation on personal liability provided herein, shall be limited to the fullest extent permitted by the amended DGCL. Any repeal or modification of this paragraph by the stockholders of the corporation shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director of the corporation existing at the time of such repeal or modification.

ARTICLE IX

(a) Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer, of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent or in any other capacity while serving as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the DGCL, as the same exists or may hereafter be amended, against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith, and such indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except as provided in paragraph (b) of this Article IX, the corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the board of directors of the corporation. The right to indemnification conferred in this Article IX shall be contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that, the payment of such expenses incurred by a director or officer in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding, shall be made upon delivery to the corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under this Article IX or otherwise. The corporation may, by action of its board of directors, provide indemnification to employees and agents of the corporation with the same scope and effect as the foregoing indemnification of directors and officers.

(b) The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article IX shall not be exclusive of any right which any person may have or hereafter acquire under any statute, provision of the certificate of incorporation, bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

(c) The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or

other enterprise against any such expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the DGCL.

ARTICLE X

The corporation reserves the right at any time, and from time to time, to amend, alter, change or repeal any provision contained in this certificate of incorporation, and other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted, in the manner now or hereafter prescribed by law; and all rights, preferences and privileges of whatsoever nature conferred upon stockholders, directors or any other persons whomsoever by and pursuant to this certificate of incorporation in its present form or as hereafter amended are granted subject to the rights reserved in this article.

IN WITNEESE WHEREOF, the undersigned have executed this Restated Certificate of Incorporation as of the 26th day of February, 2009.

TETRA TECH, INC.

By: 
Dan L. Batrack, Chairman,
Chief Executive Officer and President

Attest:

By: 
James B. Salin, Vice President,
General Counsel and Secretary

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Tetra Tech, Inc.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions. 2301 Lucien Way, Suite 120	Requester's name and address (optional)
	6 City, state, and ZIP code Maitland, FL 32751	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
			-				-			
or										
Employer identification number										
9	5	-	4	1	4	8	5	1	4	

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶

Date ▶ **April 19, 2021**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 13.

File ID: 21-0502

Type: Bid

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 06/03/2021

Short Title: Award of RFP # AD-21-03 Disaster Recovery
Monitoring and Reimbursement Assistance.

Final Action: 06/16/2021

Title: MOTION TO APPROVE THE FINDINGS AND RECOMMENDATION OF THE
EVALUATION COMMITTEE AND TO AWARD RFP # AD-21-03 "DISASTER
RECOVERY MONITORING AND REIMBURSEMENT ASSISTANCE" TO
TETRA TECH, INC.

***Agenda Date:** 06/16/2021

Agenda Number: 13.

Internal Notes:

Attachments: 1. Tetra Tech, Inc. - Disaster Monitoring Agreement (Vendor-executed), 2. Exhibit A - RFP # AD-21-03, 3. Exhibit B - Contractor's Submittal (Tetra Tech, Inc.), 4. AD-21-03 Bid Tabulation, 5. Conflict of Interest Forms, 6. Summary Rankings and Score Sheets, 7. 06-02-2021 Meeting Minutes

1 City Commission 06/16/2021 approve

Pass

Action Text: A motion was made to approve on the Consent Agenda

Aye: - 5 Mayor Ortis, Vice Mayor Good Jr., Commissioner Schwartz,
Commissioner Castillo, and Commissioner Siple

Nay: - 0

PROCUREMENT PROCESS TAKEN:

- Chapter 35 of the City's Code of Ordinances is titled "PROCUREMENT PROCEDURES, PUBLIC FUNDS."

- Section 35.15 defines an Invitation for Bid as "A written solicitation for competitive sealed bids with the title, date and hour of the public bid opening designated therein and specifically defining the commodities or services for which bids are sought. The invitation for bid shall be used when the city is capable of specifically defining the scope of work for which a service is required or when the city is capable of establishing 15 precise specifications defining the actual commodities required. The invitation for bid shall include instructions to bidders, plans, drawings and specifications, if any, bid form

and other required forms and documents to be submitted with the bid."

- Section 35.18 of the City's Code of Ordinances is titled "COMPETITIVE BIDDING OR COMPETITIVE PROPOSALS REQUIRED; EXCEPTIONS."

- 35.18(A) states, "A purchase of or contracts for commodities or services that is estimated by the Chief Procurement Officer to cost more than \$25,000 shall be based on sealed competitive solicitations as determined by the Chief Procurement Officer, except as specifically provided herein."

- Section 35.19 of the City's Code of Ordinances is titled "SEALED COMPETITIVE BIDDING PROCEDURE."

- Section 35.19(A) states, "All sealed competitive solicitations as defined in §35.18 shall be presented to the City Commission for their consideration prior to advertisement."

- Section 35.21 of the City's Code of Ordinances is titled "AWARD OF CONTRACT."

- Section 35.21(A) of the City's Code of Ordinances is titled "City Commission approval."

- Section 35.21(A)(1) states, "An initial purchase of, or contract for, commodities or services, in excess of \$25,000, shall require the approval of the City Commission, regardless of whether the competitive bidding or competitive proposal procedures were followed."

SUMMARY EXPLANATION AND BACKGROUND:

1. On March 17, 2021, the City Commission authorized the advertisement of AD-21-03 "Disaster Recovery Monitoring and Reimbursement Assistance", which was advertised on March 18, 2021.

2. The purpose of this solicitation was to establish a pre-need, pre-event contract with a qualified and experienced emergency and debris monitoring firm to provide services to the City during disaster or emergency events. Disasters include natural events such as hurricanes, tornadoes, windstorms, floods, and fires, as well as man-made events or emergencies such as civil unrest and terrorist attacks. The successful consultant shall be responsible for monitoring the recovery efforts of the City's Debris Management Contractor (DMC) in the field in accordance with the Stafford Act and Federal Emergency Management Administration (FEMA) policies and guidelines. Services include monitoring debris collection, Temporary Debris Management Sites, as well as data reporting and other related services.

3. On April 20, 2021, the City opened two (2) proposals from the following vendors:

- DebrisTech
- Tetra Tech, Inc.

Agenda Request Form Continued (21-0502)

4. On June 2, 2021, the City convened an evaluation committee to evaluate the qualifications of the proposers based on the weighted criteria provided for in the bid documents and listed below:

- Qualifications and Experience (25%)
- Ability (25%)
- Operational Plan (20%)
- Project Cost (25%)
- Veteran Owned Small Business Preference (2.5%)
- Minority-Owned Business Enterprise, Woman-Owned Business Enterprise, and/or HUBZone-Certified Small Businesses / Labor Surplus Area Firms* (2.5%)

5. At the June 2, 2021 meeting, the evaluation committee ranked the vendors as shown below:

Rank	Vendor Name
1	Tetra Tech, Inc.
2	DebrisTech

6. Based on the scoring results, the evaluation committee unanimously approved a motion to recommend the City Commission to award RFP # AD-21-03 "Disaster Recovery Monitoring and Reimbursement Assistance" to Tetra Tech, Inc. as the primary contractor, and Debris Tech as the secondary contractor.

7. Debris Tech has informed the City that they are not interested in accepting anything except the primary contract award.

8. Tetra Tech, Inc. has completed the Equal Benefits Certification Form and has stated that the "Contractor currently complies with the requirements of this section."

9. Request Commission to approve the findings and recommendation of the evaluation committee and to award RFP # AD-21-03 "Disaster Recovery Monitoring and Reimbursement Assistance" to Tetra Tech, Inc.

Financial Impact

FINANCIAL IMPACT DETAIL:

a) Initial Cost: None at the time.

b) Amount budgeted for this item in Account No: Funds are not budgeted for this item as this solicitation is to be used on an as needed basis in an emergency situation resulting from catastrophic events, such as Hurricanes. FEMA's regulations require the City to have a pre-positioned written contract with its consultants to be used in Catastrophic Events. This agreement would potentially be invoked for City, County, State and Federally declared emergency disaster events which threatens the life, safety or welfare of the citizens of Pembroke Pines.

c) Source of funding for difference, if not fully budgeted: Not Applicable.

Agenda Request Form Continued (21-0502)

- d) **5 year projection of the operational cost of the project:** Not Applicable.
- e) **Detail of additional staff requirements:** Not Applicable.



CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
06/17/2021

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

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

PRODUCER Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	CONTACT NAME: PHONE (A/C. No. Ext.): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS: <table border="1"> <tr> <th data-bbox="803 472 1388 514">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1388 472 1520 514">NAIC #</th> </tr> <tr> <td data-bbox="803 514 1388 546">INSURER A: Lexington Insurance Company</td> <td data-bbox="1388 514 1520 546">19437</td> </tr> <tr> <td data-bbox="803 546 1388 577">INSURER B: Zurich American Insurance Company</td> <td data-bbox="1388 546 1520 577">16535</td> </tr> <tr> <td data-bbox="803 577 1388 609">INSURER C: American International Group UK Limited</td> <td data-bbox="1388 577 1520 609">AA1120841</td> </tr> <tr> <td data-bbox="803 609 1388 640">INSURER D:</td> <td data-bbox="1388 609 1520 640"></td> </tr> <tr> <td data-bbox="803 640 1388 672">INSURER E:</td> <td data-bbox="1388 640 1520 672"></td> </tr> <tr> <td data-bbox="803 672 1388 686">INSURER F:</td> <td data-bbox="1388 672 1520 686"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Lexington Insurance Company	19437	INSURER B: Zurich American Insurance Company	16535	INSURER C: American International Group UK Limited	AA1120841	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C: American International Group UK Limited	AA1120841														
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Tetra Tech, Inc. 2301 Lucien Way, Suite 120 Maitland, FL 32751															

COVERAGES
CERTIFICATE NUMBER:
REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ XCU, Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y	Y	GL01817406-02	10/01/2020	10/01/2021	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	BAP1857085-02	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION	Y	Y	62785232	10/01/2020	10/01/2021	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	WC2540616-02 WC1857087-02	10/01/2020 10/01/2020	10/01/2021 10/01/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
A	Professional Liability			028182375 Prof/Poll Liab SIR applies per policy terms & conditions	10/01/2019	10/01/2021	Each Claim \$1,000,000 Aggregate \$1,000,000

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

Reference: RFP # AD-21-03 Disaster Recovery Monitoring and Reimbursement Assistance.
 The City of Pembroke Pines is included as additional insured on a primary and non-contributory basis in accordance with the Commercial General Liability, Automobile Liability, and Umbrella Liability policies. A waiver of Subrogation is included in favor of the City of Pembroke Pines in accordance with the policy provisions of the Commercial General Liability, Automobile Liability, Workers' Compensation, and Umbrella Liability policies. Commercial General Liability policy includes Contractual Liability coverage. Cross Suits Liability is included on Commercial General Liability, Automobile Liability, and Umbrella Liability policies. Umbrella Liability policy is excess of underlying Commercial General Liability, Automobile Liability, and Employer's Liability policies. Auto Liability includes pollution liability broadened endorsement and MCS-90 endorsement. Includes 30 days notice of cancellation (except 10 days for non-payment of premium).

CERTIFICATE HOLDER
CANCELLATION

City of Pembroke Pines 601 City Center Way Pembroke Pines, FL 33025	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 


ZURICH®

Additional Insured – Owners, Lessees Or Contractors – Ongoing Operations – Scheduled

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 1817406-02	10/01/2020	10/01/2021	10/01/2020	75272000	N/A	N/A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

Name of Person or Organization:	Location and Description of Ongoing Operations:	Additional Premium:
Any person or organization to whom or to which you are required to provide additional insured status in a written contract or written agreement executed prior to the loss, except where such contract or agreement is prohibited by law.	Any location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by a wrap-up or other consolidate insurance program.	N/A

- A. Section II – Who Is An Insured** is amended to include as an insured any person or organization shown in the Schedule of this endorsement, but only with respect to liability arising out of your ongoing operations performed for that insured at or from the corresponding location designated and described in the Schedule.

However, if you have entered into a construction contract with an additional insured person or organization shown in the Schedule of this endorsement, the insurance afforded to such additional insured only applies to the extent permitted by law.

- B.** With respect to the insurance afforded to any additional insured shown in the Schedule of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms and conditions of this policy remain unchanged.


ZURICH®

Additional Insured – Owners, Lessees Or Contractors – Completed Operations – Scheduled

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 1817406-02	10/01/2020	10/01/2021	10/01/2020	75272000	N/A	N/A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

Name of Person or Organization:	Location and Description of Completed Operations:	Additional Premium:
Any person or organization to whom or to which you are required to provide additional insured status in a written contract or written agreement executed prior to the loss, except where such contract or agreement is prohibited by law.	Any location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by a wrap-up or other consolidate insurance program.	N/A

Section II – Who Is An Insured is amended to include as an insured any person or organization shown in the Schedule of this endorsement, but only with respect to liability arising out of "your work" at or from the corresponding location designated and described in the Schedule performed for that insured and included in the "products-completed operations hazard".

However, if you have entered into a construction contract with an additional insured person or organization shown in the Schedule of this endorsement, the insurance afforded to such additional insured only applies to the extent permitted by law.

All other terms and conditions of this policy remain unchanged.

Other Insurance Amendment – Primary And Non-Contributory



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 1817406-02	10/01/2020	10/01/2021	10/01/2020	75272000	N/A	N/A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured:

Address (including ZIP Code):

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a.** The additional insured is a Named Insured under such other insurance; and
- b.** You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

POLICY NUMBER: GLO 1817406-02

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

ANY PERSON OR ORGANIZATION THAT REQUIRES YOU TO WAIVE YOUR RIGHTS OF RECOVERY, IN A WRITTEN CONTRACT OR AGREEMENT WITH THE NAMED INSURED THAT IS EXECUTED PRIOR TO THE ACCIDENT OR LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

POLICY NUMBER: BAP 1857085-02

COMMERCIAL AUTO
CA 20 48 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:**Endorsement Effective Date:****SCHEDULE****Name Of Person(s) Or Organization(s):**

ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

POLICY NUMBER: BAP 1857085-02

COMMERCIAL AUTO
CA 04 44 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Tetra Tech, Inc.**Endorsement Effective Date:** 10/01/2020**SCHEDULE****Name(s) Of Person(s) Or Organization(s):**ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN
CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE
ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER
THIS POLICY

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

POLICY NUMBER: BAP 1857085-02

COMMERCIAL AUTO
CA 99 48 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****POLLUTION LIABILITY – BROADENED COVERAGE
FOR COVERED AUTOS – BUSINESS AUTO AND
MOTOR CARRIER COVERAGE FORMS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Covered Autos Liability Coverage is changed as follows:

1. Paragraph **a.** of the **Pollution** Exclusion applies only to liability assumed under a contract or agreement.
2. With respect to the coverage afforded by Paragraph **A.1.** above, Exclusion **B.6. Care, Custody Or Control** does not apply.

B. Changes In DefinitionsFor the purposes of this endorsement, Paragraph **D.** of the **Definitions** Section is replaced by the following:

- D.** "Covered pollution cost or expense" means any cost or expense arising out of:
1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a.** Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b.** After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1)** The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2)** The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

USDOT Number: 616131 **Date Received:** _____

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0008. Public reporting for this collection of information is estimated to be approximately 2 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.



United States Department of Transportation
Federal Motor Carrier Safety Administration

**Endorsement for Motor Carrier Policies of Insurance for Public Liability
under Sections 29 and 30 of the Motor Carrier Act of 1980**

FORM MCS-90

Issued to Tetra Tech, Inc. of California
(Motor Carrier name) (Motor Carrier state or province)

Dated at Schaumburg, IL on this 22nd day of September, 2020

Amending Policy Number: BAP 1857085-02 Effective Date: 10/01/2020

Name of Insurance Company: Zurich American Insurance Company

Countersigned by: 
(authorized company representative)

The policy to which this endorsement is attached provides primary or excess insurance, as indicated for the limits shown (check only one):

- ☒ This insurance is primary and the company shall not be liable for amounts in excess of \$ 2,000,000 for each accident.
- ☐ This insurance is excess and the company shall not be liable for amounts in excess of \$ _____ for each accident in excess of the underlying limit of \$ _____ for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: 800-382-2150.

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under [49 U.S.C. 13901](#), by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, DC).

(continued on next page)

DEFINITIONS AS USED IN THIS ENDORSEMENT

Accident includes continuous or repeated exposure to conditions or which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

Motor Vehicle means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

Bodily Injury means injury to the body, sickness, or disease to any person, including death resulting from any of these.

Property Damage means damage to or loss of use of tangible property.

Environmental Restoration means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

Public Liability means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon,

or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of anyone accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

(continued on next page)

SCHEDULE OF LIMITS — PUBLIC LIABILITY

Type of carriage	Commodity transported	January 1, 1985
(1) For-hire (in interstate or foreign commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Property (nonhazardous)	\$750,000
(2) For-hire and Private (in interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Hazardous substances, as defined in 49 CFR 171.8 , transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Division 1.1, 1.2, and 1.3 materials, Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material, as defined in 49 CFR 173.403 .	\$5,000,000
(3) For-hire and Private (in interstate or foreign commerce, in any quantity; or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,000 or more pounds).	Oil listed in 49 CFR 172.101 ; hazardous waste, hazardous materials, and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101 , but not mentioned in (2) above or (4) below.	\$1,000,000
(4) For-hire and Private (In interstate or foreign commerce, with a gross vehicle weight rating of less than 10,000 pounds).	Any quantity of Division 1.1, 1.2, or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403 .	\$5,000,000

*The schedule of limits shown does not provide coverage. The limits shown in the schedule are for information purposes only.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

POLICY NUMBER: WC 2540616-02

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

WC 00 03 13

(Ed. 4-84)

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 42 03 04 B**

POLICY NUMBER: WC 2540616-02

(Ed. 6-14)

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

Name of person or organization

☒ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

3. Premium:

The premium charge for this endorsement shall be _____ percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

WC 42 03 04 B

(Ed. 6-14)

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 43 03 05

POLICY NUMBER: WC 2540616-02

(Ed. 7-00)

UTAH WAIVER OF SUBROGATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

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

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

Schedule

**ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY
WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED
PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION
BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR
THAT PERSON AND/OR ORGANIZATION.**

WC 43 03 05

(Ed. 7-00)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
POLICY NUMBER: WC 1857087-02

WC 00 03 13

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

- K. **Hostile Fire** means a fire that becomes uncontrollable or breaks out from where it was intended to be.
- L. **Impaired Property** means tangible property, other than **Your Product** or **Your Work**, that cannot be used or is less useful because:
1. it incorporates **Your Product** or **Your Work** that is known or thought to be defective, deficient, inadequate or dangerous; or
 2. you have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by:
1. the repair, replacement, adjustment or removal of **Your Product** or **Your Work**; or
 2. your fulfilling the terms of the contract or agreement.
- M. **Insured** means:
1. the **Named Insured**;
 2. if you are designated in the declarations as:
 - a. an individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner;
 - b. a partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business;
 - c. a limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers;
 - d. an organization other than a partnership, joint venture or limited liability company, you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders;
 - e. a trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees;
 3. your employees other than your executive officers (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business;
 4. your volunteer workers only while performing duties related to the conduct of your business;
 5. any person (other than your employee or volunteer worker) or organization while acting as your real estate manager;
 6. your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy;
 7. any person or organization, other than the **Named Insured**, included as an additional insured under **Scheduled Underlying Insurance**, but not for broader coverage than would be afforded by such **Scheduled Underlying Insurance**.

L. Other Insurance

If other valid and collectible insurance applies to damages that are also covered by this policy, this policy will apply excess of the **Other Insurance**. However, this provision will not apply if the **Other Insurance** is specifically written to be excess of this policy.

M. Premium

The first **Named Insured** designated in Item 1 of the Declarations will be responsible for payment of all premiums when due.

The premium for this policy will be computed on the basis set forth in Item 6 of the Declarations. At the beginning of the **Policy Period**, you must pay us the Advance Premium shown in Item 6 of the Declarations.

When this policy expires or if it is cancelled, we will compute the earned premium for the time this policy was in force. If this policy is subject to audit adjustment, the actual exposure base will be used to compute the earned premium. If the earned premium is greater than the Advance Premium, you will promptly pay us the difference. If the earned premium is less than the Advance Premium, we will return the difference to you. But in any event, we will retain the Minimum Premium as shown in Item 6 of the Declarations for each twelve months of the **Policy Period**.

N. Service Of Suit

In the event of our failure to pay any amount claimed to be due hereunder, we, at the **Insured's** request, will submit to the jurisdiction of any court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of our rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon AIG - Claim Intake Department, PO Box 305904, Nashville, TN 37230-5904, or his or her representative, and that in any suit instituted against us upon this contract, we will abide by the final decision of such court or of any appellate court in the event of any appeal.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefor, we hereby designate the Superintendent, Commissioner, or Director of Insurance, other officer specified for that purpose in the statute, or his or her successor or successors in office as our true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of the **Insured** or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above named Counsel as the person to whom the said officer is authorized to mail such process or a true copy thereof.

O. Separation of Insureds

Except with respect to the Limits of Insurance of this policy and rights or duties specifically assigned to the first **Named Insured** designated in Item 1 of the Declarations, this insurance applies:

1. as if each **Named Insured** were the only **Named Insured**; and
2. separately to each **Insured** against whom claim is made or **Suit** is brought.

P. Transfer of Rights of Recovery

1. If any **Insured** has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The **Insured** must do nothing after loss to impair these rights and must help us enforce them.
2. Any recoveries will be applied as follows:
 - a. any person or organization, including the **Insured**, that has paid an amount in excess of the applicable Limits of Insurance of this policy will be reimbursed first;

- b. we then will be reimbursed up to the amount we have paid; and
- c. lastly, any person or organization, including the **Insured** that has paid an amount over which this policy is excess is entitled to claim the remainder.

Expenses incurred in the exercise of rights of recovery will be apportioned among the persons or organizations, including the **Insured**, in the ratio of their respective recoveries as finally settled.

- 3. If, prior to the time of an **Occurrence**, you waive any right of recovery against a specific person or organization for injury or damage as required under an **Insured Contract**, we will also waive any rights we may have against such person or organization

Q. **Transfer of Your Rights and Duties**

Your rights and duties under this policy may not be transferred without our written consent.

If you die or are legally declared bankrupt, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. However, notice of cancellation sent to the first **Named Insured** designated in Item 1 of the Declarations and mailed to the address shown in this policy will be sufficient notice to effect cancellation of this policy.

R. **Unintentional Failure to Disclose**

Your failure to disclose all hazards existing as of the inception date of the policy will not prejudice you with respect to the coverage afforded by this policy, provided that any such failure or omission is not intentional.

S. **Coverage Territory**

Payment of **Loss** under this policy shall only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

VII. **DEFINITIONS**

A. **Advertisement** means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- 1. notices that are published include material placed on the Internet or on similar electronic means of communication; and
- 2. regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

B. **Auto** means:

- 1. a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- 2. any other land vehicle that is subject to a compulsory or financial responsibility law in the state where it is licensed or principally garaged.

However, **Auto** does not include **Mobile Equipment**.