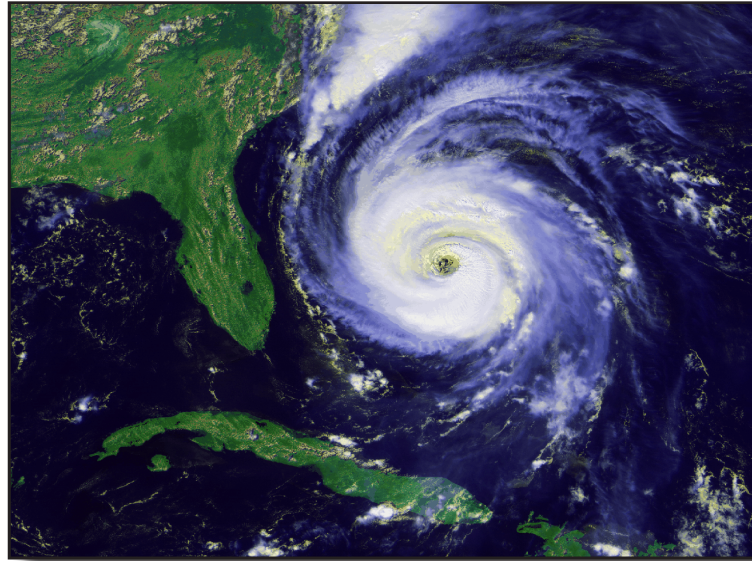


Professional Services for Monitoring of Debris Removal and Related Services

RFP #008-11



May 4, 2011

Submitted to:

**City Clerk
City of Key West
City Hall**

P.O. Box 1409

Key West, Florida 33040

Submitted by:

**True North Emergency Management LLC/
Neel-Schaffer, Inc.**

Maitland • Vero Beach • Melbourne

512 Main Street, Suite 415

Fort Worth, Texas 76102

Table of Contents

Submittal Letter

Section 1 Company Profile

Section 2 Experience

Section 3 Personnel

Section 4 Conflicts

Section 5 Technical Approach/General Operations Plan

Section 6 References

Section 7 Capacity

Section 8 Attachments

City Clerk
City of Key West, Florida
City Hall
P.O. Box 1409
Key West, FL 33040

May 4, 2010

Re: Professional Services for Monitoring of Debris Removal and Related Services
RFP #008-11

True North Emergency Management/Neel-Schaffer is pleased to present our qualifications to the City of Key West to provide Professional Services for Monitoring of Debris Removal and Related Services. In accordance with the City of Key West requirements, we are enclosing one (1) original and ten (10) copies on CD of our statement of qualifications that outlines our capabilities to provide the requested services as identified in your Request for Proposal. True North Emergency Management is a wholly owned subsidiary of Neel-Schaffer Engineers and Planners, Inc.

True North and Neel-Schaffer (the True North team) have the experience and capability to provide debris removal monitoring services for the City of Key West. The True North team has extensive emergency management experience including debris monitoring following Hurricanes Francis and Jeanne for Florida communities. As shown in our proposal, the True North team has debris management/monitoring experience with numerous communities following disasters both large and small. Our recent Hurricane Ike experience includes monitoring of municipal ROW debris removal, cleaning more than a million cubic yards of beach sand, and vessel/marine debris removal from 350,000 acres of bays and the Gulf of Mexico. The True North team has monitored the removal of more than 10 million cubic yards of debris from public and private property in more than 35 communities, following hurricanes, tornadoes, floods, wind storms, and severe winter storms. We have monitoring experience on all types of disaster debris, including vegetative debris, C&D debris, hazardous trees, cars, vessels, marine debris, channel debris, hazardous waste, asbestos, white goods, contaminated debris, and beach sand cleaning.

We believe the True North team is the best qualified firm to provide debris management and monitoring for the City of Key West. Our primary focus will be providing the highest level of service to the City of Key West. Our extensive experience in managing contractors enables the True North team to manage debris removal contractors to best serve the citizens of the City of Key West. We will use our load ticketing system to ensure this occurs. We are committed to local hiring and training of debris monitors to support the local economy, as we have done in response to previous disasters. The True North team has a strong track record of full reimbursement of debris removal and monitoring costs.

The True North team understands the importance of this project for debris removal monitoring services in the City of Key West. Our experience in cleanup efforts to date has shown that securing qualified personnel, providing timely responses, and maintaining proper documentation are the keys to the reconstruction from the devastation left by disasters. The True North team provides qualified managers and supervisors, who will hire local residents to be debris site monitors. Debris site monitors will be trained on all aspects of debris eligibility, recognizing ROW, properly completing documentation, and safety. They will be provided personal protection equipment, e.g., hard hat, safety vest, and safety glasses, as needed.

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

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

Several of our project management and supervisory debris employees are permanent residents of Florida including Chris Johnson, Stan Keely, PE, Tommy Strickland, PE, Ron Moxness, Eugene Lozano, PE and Frank Watanabe. Mr. Nelson Lucius, PE, Officer-In-Charge and Mr. Derrick Tucker, PE, Project Manager, have played key roles on many Neel-Schaffer debris projects over the past five years. Mr. Lucius will serve as the Officer-in-Charge on this project and has extensive emergency management and debris management experience following numerous hurricanes and other disasters. Mr. Tucker has extensive emergency management experience including Hurricanes Ike, Rita and Katrina and as a FEMA representative.

Prior to each hurricane season we will meet with the City of Key West up to three times at no cost to the City, to coordinate response and communications plans to facilitate a "fast track" disaster response. The True North team will conduct a formal half-day meeting with all debris haulers prior to each hurricane season. Topics of discussion will include debris removal scheduling and planning, work zones, debris monitoring, staging area location and use, citizen drop off sites, mobilization schedules, equipment requirements, damage reporting and repair, invoicing and other topics as requested by the City. We will also present training materials and conduct a formal half day training and coordination meeting with City staff responsible for project management, staging area tower monitors, debris monitors or other positions as required by the City. As requested, the True North team will meet will meet with the City of Key West to coordinate debris management and discuss reimbursement issues.

We will mobilize a core team of debris management professionals in advance of hurricanes or predicted disasters to begin preparation for full scale debris operations and to work with the City to develop an event-specific Debris Management Action Plan. True North's permanent staff and companywide disaster management response team are prepared to respond immediately in the event of future disasters in the City of Key West. We will mobilize prior to the event in order to be fully prepared to assist the City of Key West recover from predicted disasters. We will be on site to assist the City within 8 hours following unpredicted disasters. The True North team is ready and able to serve the City of Key West in the event of a disaster.

To help ensure you receive all the federal and state assistance available following any disaster, we have employed former emergency management public officials, including Robert Latham, retired Executive Director of the Mississippi Emergency Management Agency (MEMA). Mr. Latham was the Executive Director during and following Hurricane Katrina and contributed greatly to the response and recovery efforts in Mississippi. This was just one of eleven declared presidential disasters Mr. Latham responded to during his career in emergency management.

The True North team is ready and able to serve the City of Key West on this important project. We encourage the City of Key West to contact our references to inquire about the professionalism, ethics, integrity and hard work of our staff in disaster debris management services. If we can be of any assistance, or if you have any questions regarding this proposal, please feel free to call me at 817-201-1912.

Sincerely,
True North Emergency Management, LLC



K. Nelson Lucius, P.E.
Manager

Section 1

Company Profile

Company Profile

True North Emergency Management
Maitland, FL • Vero Beach, FL • Melbourne, FL
512 Main Street, Suite 415
Fort Worth, TX 76102
817.870.2422

FEIN # - 27-3353823

Neel-Schaffer has been in business since 1983 and in 2010 reorganized its emergency management activities into True North Emergency Management, to focus on emergency preparedness and response. Neel-Schaffer has approximately 450 full-time employees. The employment of True North varies depending on the magnitude of disaster response in progress and often includes several hundred employees.

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

We monitored the removal of approximately 800,000 cy of debris for Indian River County, Florida following Hurricanes Frances and Jeanne. We currently have active debris monitoring projects in Cedar Rapids, Iowa (flood) and along the Gulf Coast (Oil Spill). We have pre-event contracts with 16 Florida communities but none within 150 miles of The City of Key West.

Neel-Schaffer, Inc. was founded in 1983 by W. Hibbett Neel, Jr., PE, and J. Gorman Schaffer, Jr., PE. We are an employee-owned firm and have grown over the years to a staff of more than 418 professional and technical employees of which, 134 are graduate engineers, 112 are registered professionals and more than 20 of our employees have advanced degrees. We pride ourselves in keeping a drug and alcohol-free work environment.

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

Debris Removal Monitoring	Emergency Management
Planning Services	Transportation Engineering
Civil Engineering	Environmental Engineering
Damage Assessment	Surveying Services
Expert Witness	Geotechnical Engineering
Landscape Architecture	Forensic Engineering
Telecommunications Services	Structural Engineering

The True North team will also be able to assist the City of Key West with emergency preparedness, planning, training, project development and damage assessments. We have experience in Emergency Management planning, such as Debris Management and Hazard Mitigation Plans and can provide resources and experience in conducting “table top” exercises for large and small scale disasters.

In the event of a declared disaster, the True North team will implement an aggressive response to the disaster recovery process through our disaster recovery team. In order to give each disaster our complete attention, we will put the necessary resources in place for rapid deployment. Our corporate structure enables us to maintain a strong commitment to local communities while providing access to the best emergency management and engineering expertise in the South. **The True North team will establish a Field Operations and Data Management office in the City of Key West. We will provide support from existing True North/Neel-Schaffer offices as necessary. Nelson Lucius is authorized to negotiate an agreement for these services on behalf of Neel-Schaffer.**

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

K. Nelson Lucius, PE
Sr. Vice-President
Mobile: (817) 201-1912
Fax: (817) 870-2489

Derrick Tucker
Project Manager
Mobile: (601) 506-3298
Fax: (817) 870-2489

Executive Summary

COMMITMENT - True North Emergency Management/Neel-Schaffer (The True North team) has the capability, experience and commitment to complete all debris monitoring requirements and needs outlined in the City of Key West’s Request for Proposal. We have extensive debris monitoring experience and meet all of the minimum qualifications in the RFP. We have served dozens of communities following major disasters including Hurricanes Frances, Jeanne, Ike, Rita and Katrina. While we hope the City of Key West doesn’t face a major disaster, we are prepared to respond if needed. The True North team maintains more than 30 permanent offices in nine states. We are fully committed to meeting the needs of the City of Key West in the event of disaster.

EXPERIENCE - The True North team’s emergency management experience is very diverse, including debris management, monitoring, planning, project development, project management, and financial recovery. We have provided monitoring services on multiple projects with more than a million cubic yards of debris removal and have monitored removal of more than 10 million cubic yards of debris. We have assisted communities in monitoring the removal of all types of debris, such as right-of-way (ROW) debris, private property (right of entry) debris, commercial property, abandoned cars, marine debris, beach cleaning, vessel removal, hazardous trees/limbs, white goods, hazardous materials, and e-waste. The True North team provided debris monitoring services to numerous clients in the Houston-Galveston area following Hurricane Ike in 2008. This included debris monitoring for several municipalities and involved vegetative debris, C&D debris, surge zone debris, white goods, management sites,

recycling and disposal. We also monitored marine debris removal from 350,000 acres of open water for the Texas General Land Office, as well as debris removal and/or sand screening on 50 miles of beaches along the Upper Texas Coast. We monitored the removal of approximately 800,000 cubic yards of debris in Indian River County following Hurricanes Frances and Jeanne. The True North team will utilize issuance of paper or electronic load tickets as one tool in managing the project and the contractor to ensure needs of the City of Key West and its citizens are met on all projects.

KEY PERSONNEL - Mr. Tommy Strickland, Mr. Chris Johnson, Mr. Ron Moxness, Mr. Stan Keely, Eugene Lozano and Frank Watanabe are permanent Florida residents and will perform key management roles on this project. Mr. Stan Keely will serve as a QA/QC Manager for this project. Mr. Nelson Lucius, PE, Officer-In-Charge and Mr. Derrick Tucker, PE, Project Manager have played key roles on most True North debris projects over the past five years, typically in the role of Project Manager or Officer-In-Charge. Mr. Lucius will serve as the Officer-in-Charge on this project and has served as Neel-Schaffer's team leader for many natural disaster events, including numerous Hurricane Ike and Hurricane Katrina debris monitoring projects. Mr. Tucker will be on-site Project Manager on this project and has served in this role on several debris monitoring projects. Mr. Tucker has extensive emergency management experience including Hurricanes Ike, Rita and Katrina and as a FEMA representative in following Hurricane Katrina. Mr. Robert Latham, retired Executive Director for MEMA, will provide the City of Key West with over 30 years of emergency management, training and debris management experience. Mr. Latham was Executive Director of MEMA for six years including the landfall and first eight months of recovery following Hurricane Katrina.

CAPACITY/DEPTH OF STAFF - While the True North team has a great deal of debris monitoring experience, we are not overcommitted with pre-event contracts in the area. The True North team does not have any pre-event debris monitoring agreements within 150 miles of the City of Key West. Our team mobilized hundreds of temporary employees to meet the needs created by Hurricane Katrina across the Gulf Coast and again following Hurricane Ike and recent winter storms. We had adequate local management and staff to supervise the debris removal operations. Our ability to hire, train and successfully manage hundreds of monitors in an organized and timely manner is key to our success at debris removal monitoring and the corresponding recovery of the community. A deep staff of experienced managers, trainers, supervisors, and data managers is critical in mobilizing a large and effective monitoring program.

DATA MANAGEMENT AND DAILY REPORTING - The True North team enters load ticket and tower log data into a spreadsheet daily with multiple cross checks to identify inconsistencies in real time. We can also implement our proprietary electronic load ticketing system if requested by the County. Accuracy of data and reporting systems is critical to maintain the credibility of the project and receive FEMA/FHWA reimbursement. Any errors or inconsistencies are addressed and corrected right away with monitors, contractors and the County to ensure accurate project data. Our data system was designed to handle large, complex projects, as well as simple ROW projects. The value of our system is the ability to effectively manage numerous data fields on complex projects including individually addressed ROE data such as names, addresses, signed forms,

photos, GPS coordinates, inspections, eligibility, work dates, types of work, types of debris, FEMA visits, follow-up inspection data, etc.

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

ABILITY TO WORK WITHIN THE CITY OF KEY WEST'S STRUCTURE – The True North team is familiar working within existing local government management structures. We will provide debris management expertise working as an extension of your staff and under your direction. We will provide employees with excellent communications skills to serve as liaisons to The City of Key West. These employees will be experienced in debris operations and will stay familiar with current debris operations and issues. We will also provide Public Information Support, such as development of press releases, public service announcements, project updates and other public communication tools. The True North team will establish a Debris Management Center in The City of Key West to include a Call Center Hotline for public information to respond to the public on debris related issues.

FINANCIAL RECOVERY/UNDERSTANDING OF FEMA, FHWA AND STATE GUIDELINES – The True North team is thoroughly familiar with the requirements and guidelines of the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA) and the Florida Division of Emergency Management (FDEM). We have a track record of full FEMA, FHWA and state reimbursement on projects we have monitored. We will work with The City of Key West to develop a strategy to maximize early reimbursement of project costs. We will also coordinate meetings with FEMA Public Assistance (PA) staff early in the project and focus on disaster specific guidance to maximize reimbursement of project costs. The True North team will be a resource to The City of Key West on federal requirements and financial recovery.

LOCAL SUPPORT - True North/Neel-Schaffer has hired and trained hundreds of monitors following past disasters across the country. In the event of future disasters, we will provide experienced managers and supervisors and will hire and train local monitors as required to meet the needs of The City of Key West. We intend to hire and train the majority of our debris monitors locally within The City of Key West to support the local economy. The True North team will meet the needs of The City of Key West with a combination of experienced monitors from the local area, experienced employees from our permanent offices and disaster debris management experts from across the south. The True North team is committed to provide and train qualified local personnel and to deliver the highest level of service to The City of Key West.

Our team also includes Adjusters International and Early Alert to provide broader capabilities and experience in the areas of training exercises and financial recovery.



Our leadership position within the field of post-disaster financial recovery arises from our company's founding 24 years ago as the nation's premier public adjusting organization, guiding clients to maximize and expedite their property insurance claim settlements. Our reputation for strategic thinking and effective management of the total financial recovery process has gained us experience on some of the most challenging and high-profile losses of the past two decades.

On this foundation of excellence and client advocacy, we have built our reputation over the last 13 years in the area of the FEMA Public Assistance Program. Our initial introduction to the FEMA grant process occurred when we were hired in 1996 by the City of Harrisburg, Pennsylvania, to guide the city through their FEMA Public Assistance grant program for a flood disaster. Since that time, our client base of FEMA grant applicants has grown to include high-profile names, such as the Port Authority of New York and New Jersey (owners of the World Trade Center), whom we guided through their FEMA Public Assistance grant application following 9-11. We have been assisting FEMA applicants in Florida since 1997, including jurisdictions such as Monroe County, Lee County, City of Sanibel, Village of Islamorada, Monroe County Sheriff's Department and Monroe County School District.



Early Alert, Inc and All Hazard Training (AHT) is a leading disaster and emergency management consulting firm comprised of an elite team of some of the most widely respected professionals in the industry. Established in 1999, Early Alert has been offering unparalleled, hands-on experience in the fields of emergency management, public safety, contingency development, disaster operations, business continuity, and loss mitigation. Each of our staff of experts represents decades of actual practice in their individual hazard management specialties. With over a century of combined practical experience, we have the expertise and skill to deliver the highest quality services and products.

Early Alert understands the importance of the City of Key West's needs for Disaster Preparedness. Early Alert works with our clients to analyze their vulnerability to various hazards and design a customized program to address and manage their particular risk exposure. We back this up with comprehensive emergency and disaster planning, training in emergency management, disaster response and recovery, and incident command and control. This includes key elements of the National Incident Management System (NIMS) and the National Response Framework, operational continuity, and regulatory compliance. Early Alert's mission is to reduce our client's risk and mitigate losses from all hazards that may threaten their business or organization. We accomplish our mission by providing real time operational consulting, backed by the most comprehensive preparedness planning and training available today.

Our widely respected staff of emergency managers and meteorologists represents decades of experience in dealing with all aspects of disaster planning, response, recovery and mitigation.

Section 2

Experience

Project Summaries

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

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

Project Owner Representative:

City of La Porte
Jeff Suggs, Emergency
Management Director
3001 N. 23rd Street
La Porte, Texas 77571
Office: 281-470-0010
Cell: 281-639-9258
Fax: 281-470-1590
suggsj@laportetx.gov

Project Term/

Performance Period:

September 2008 to
May 2009

Key Professionals:

Nelson Lucius-

Officer -In-Charge

Derrick Tucker-

Project Manager

Ron Moxness-

Operations Manager

Tommy Strickland-

Operations Manager

Bryan Milling-

Data Manager

Brian Fulton-

QA/QC Manager

City of La Porte, Texas

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

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



Beach Sand Cleaning and Marine Debris Removal: Hurricane Ike FEMA DR-1791

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

Project Owner Representative::

Texas General
Land Office

Martha Zottarelli,
Legislative Liaison

P.O. Box 12873
Austin, Texas 78711

Telephone: 512-463-6119

Fax: 512-305-89347

martha.zottarelli@glo.state.
tx.us

Project Term/ Performance Period:

December 2008 to

March 2009

Key Professionals:

Nelson Lucius-

Officer -In-Charge

Derrick Tucker-

Project Manager

Ron Moxness-

Operations Manager

Chris Johnson-

Operations Manager

Bryan Milling-

Data Manager

Shane Bergin-

Data Manager

Brian Fulton-

QA/QC Manager

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

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

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

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

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

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

The primary focus of this project consists of removing large submerged and semi-submerged debris (i.e. vessels, white goods, etc.) that posed a hazard to boats entering the waterways.

Several thousand targets were identified over 350,000 acres of water in five major bays and the Gulf of Mexico. These target items were identified by side scan sonar and were reviewed by the state for historical significance. Neel-Schaffer placed monitors on boats to document the removal of approved items by description, photographs, and GPS coordinates during the removal/loading operation. Monitors issued load tickets and photographed vessels, cars, and debris at the marine extraction point, as material was transferred from boats to land based vehicles.

Efforts were made to reconcile vessels with owners prior to disposal. Neel-Schaffer completed load tickets with volumes and photographed debris loads at the Debris Management Sites (DMS) and for vessels received at the Vessel Management Sites (VMS).

Debris Monitoring Services Hurricane Katrina

City of Biloxi, Mississippi

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

A. J. Holloway, Mayor of Biloxi

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

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

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



Project Owner Representative:

A.J. Holloway, Mayor
P. O. Box 429
Biloxi, MS 39533
Office: 228.435.6254
Fax: (228) 435-6129
E-mail: mayor@
biloxi.ms.us

Project Term/ Performance Period:

September 2005 to
August 2007

Key Professionals:

Nelson Lucius-

Officer -In-Charge

Tommy Strickland-

Operations Manager

Brian Fulton-

QA/QC Manager

Project Owner Representative::

Alan Sudduth,
County Administrator
P.O. Drawer 998
Pascagoula, MS 39568
Office: 228.769.3378
Fax: 228.769.3348
E-mail: alan.sudduth@co.jackson.ms.us

Project Term/ Performance Period:

September 2005 to
August 2007

Key Professionals:

Nelson Lucius-

Officer -In-Charge

Brian Fulton-

Project Manager

Sam Taylor-

Operations Manager

Tommy Strickland-

Operations Manager

Bryan Milling-

Data Manager

Project Owner Representative::

Chris Mora,
Public Works Director
1801 27th Street
Vero Beach, FL 32960
Office:772.226.1234
Fax:772.778.9391
Email: cmora@ircgov.com

Project Term/ Performance Period:

August. 2004 to
November 2004

Key Professionals:

Stan Keely-

Officer -In-Charge

Bruce Courts-

Field Supervisor

Jackson County, Mississippi

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

John McKay, Jackson County Supervisor

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

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

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



Hurricanes Frances and Jeanne, Indian River County, FL

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

Hurricane Gustav

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

Lafayette Consolidated Government Lafayette, Louisiana



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

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

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

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

Project Owner Representative:

Tom Carroll, PE
Director of
Public Works
Lafayette Consolidated
Government
1515 E. University Ave.
Lafayette, LA 70501
337-280-5639
tcarroll@lafayettela.gov.

Project Term/ Performance Period:

September 2008 to
December 2008

Key Professionals:

Nelson Lucius-
Officer -In-Charge

Jerry Trumps--
Project Manager

Selected Debris Management Experience

— Current Active Projects —

Location	Event	Date of Service	Experience	Staff	Quantity
Hoover, Alabama	2011 Tornado DR-1971	May 2011 to present	<ul style="list-style-type: none"> Debris monitoring of vegetative, C&D, white goods, HHW 	<ul style="list-style-type: none"> Project Manager Field Supervisor 10 monitors 	Estimated 225,000 cy
Mississippi Beaches and Islands	2010 BP Deepwater Horizon Oil Spill	June 2010 to Present	<ul style="list-style-type: none"> Beach and Island Restoration Monitoring Beach and Island Safety Monitoring 	<ul style="list-style-type: none"> Project Manager 4 Field Coordinators 30 Inspectors 	More than 50 Miles of Beach Restoration
Cedar Rapids, Iowa	2008 Flooding DR-1763	June 2008 to Present	Debris Monitoring of: <ul style="list-style-type: none"> C & D Materials Metals White Goods Household Hazardous Waste (HHW) Regulated Asbestos-Containing Materials (RACM) Demolition of Flood Impacted Structures 	<ul style="list-style-type: none"> Project Manager Field Supervisor Debris Monitor 15 Field Collection Monitors Data Manager Administrative Assistant 	ROW 33,046 tons White Goods 1,817 units Marine Debris 110 tons 25 Demolition properties RACM Debris 1,410 tons RACM Concrete 844 tons Clean Concrete 915 tons 3,087 cy Fill Dirt

— Selected Hurricane Projects —

Location	Event	Date of Service	Experience	Staff	Quantity
Indian River County, Florida	2004 Hurricanes Frances DR-1545 and Jeanne DR-1561	Aug. 2004 to Nov. 2004	<ul style="list-style-type: none"> Debris Monitoring Contractor Selection Assistance Compilation of FEMA Documentation for Reimbursement 	<ul style="list-style-type: none"> Project Manager 2 Field Coordinators 8 Monitors 	800,000 cy Debris Removal
La Porte, Texas	2008 Flooding DR-1763	Sept. 2008 to May 2009	<ul style="list-style-type: none"> Debris Monitoring Tree Monitoring Compilation of FEMA Documentation for Reimbursement 	<ul style="list-style-type: none"> Project Manager 55 Debris Monitors 4 Field Collection Monitors Data Manager Administrative Assistant 	270,000 cy Debris Removal 3,100 Trees

— Hurricane —

Upper Texas Gulf Coast Beaches including: Galveston and Brazoria Counties, Galveston, Surfside, Quintana and Jamaica Beach	2008 Hurricane Ike DR-1791	Dec. 2008 to Mar. 2009	<ul style="list-style-type: none"> • Debris Monitoring • Beach Restoration • Concrete Removal • Compilation of FEMA Documentation for Reimbursement 	<ul style="list-style-type: none"> • Project Manager • 64 Debris Monitors • 8 Field Collection Monitors • 6 Sand Screening Crew Leaders • Data Manager • Administrative Assistant 	1.2 million cy Sand Screening 30,840 cy C & D 24,650 cy Concrete
Five major bays and the Gulf of Mexico in and adjacent to: <ul style="list-style-type: none"> • Galveston County • Brazoria County • Harris County • Chambers County • Jefferson County • Orange County 	2008 Hurricane Ike DR-1791	Mar. 2009 to Dec. 2009	<ul style="list-style-type: none"> • Marine Debris Monitoring • Vessel Removal • Compilation of FEMA Documentation for Reimbursement 	<ul style="list-style-type: none"> • Project Manager • 75 Extraction Monitors • 6 Tower Monitors • 2 Vessel Demo Monitors • Data Manager • Administrative Assistants 	130 Vessels Extracted 350,000 Acres of Marine Debris Monitoring
Biloxi, Mississippi	2005 Hurricane Katrina DR-1604	Sept. 2005 to Aug. 2007	<ul style="list-style-type: none"> • Debris Monitoring and Tree Contract • Right-of-Entry (ROE) • Drainage Way Debris Removal • Abandoned Vehicle/ Boat Removal • Contractor Selection Assistance • Compilation of FEMA Documentation for Reimbursement 	<ul style="list-style-type: none"> • Project Manager • 6 Field Coordinators • 100 Monitors • 3 Debris Contractors • 2 Tree Contractors • 10 Disposal Sites • 2 Towing Companies 	2,980,000 cy Debris 3,500 ROEs
Jackson County, Mississippi	2005 Hurricane Katrina DR-1604	Jan. 2006 to Aug. 2006	<ul style="list-style-type: none"> • Debris Monitoring • Tree Removal • Right-of-Entry (ROE) • Drainage Way Debris • Abandoned Vehicle/ Boat Removal • Contractor Selection Assistance • Compilation of FEMA Documentation for Reimbursement 	<ul style="list-style-type: none"> • Project Manager • 6 Field Coordinators • 100+ Monitors 	1.2 Million cy Debris Removal 3,500 Trees 5,000 ROE 48,000 lf Wet Debris
Lafayette Consolidated Government, Louisiana	2008 Hurricane Gustav DR-1786	Sept. 2008 to Dec. 2008	<ul style="list-style-type: none"> • Debris Monitoring • Tree Monitoring • Compilation of FEMA Documentation for Reimbursement 	<ul style="list-style-type: none"> • Project Manager • 52 Debris Monitors • 2 Field Collection Monitors • Data Manager • Administrative Assistant 	276,000 cy Debris 15,235 Trees 72,000 cy Mulch

— Hurricane —

Shoreacres, Texas	2008 Hurricane Ike DR-1791	Sept. 2008 to Mar. 2009	<ul style="list-style-type: none"> • Debris Monitoring • Tree Monitoring • White Goods • Compilation of FEMA Documentation for Reimbursement 	<ul style="list-style-type: none"> • Project Manager • 12 Debris Monitors • 4 Field Collection Monitors • Data Manager • Administrative Assistant 	93,000 cy Debris 450 Trees 1,100 White Goods
Mississippi Department of Transportation District Six	2005 Hurricane Katrina DR-1604	Feb. 2006 to June 2006	<ul style="list-style-type: none"> • Debris Monitoring • Contractor Selection Assistance • Compilation of FEMA Documentation for Reimbursement 	<ul style="list-style-type: none"> • Project Manager • 2 Field Coordinators • 30 Monitors 	500,000 cy Debris
Morgan's Point, Texas	2008 Hurricane Ike DR-1791	Sept. 2008 to Oct. 2008	<ul style="list-style-type: none"> • Debris Monitoring • Tree Monitoring • Compilation of FEMA Documentation for Reimbursement 	<ul style="list-style-type: none"> • Project Manager • 3 Debris Monitors • Field Collection Monitors • Data Manager • Administrative Assistant 	17,000 cy Debris 134 Trees
Taylor Lake Village, Texas	2008 Hurricane Ike DR-1791	Sept. 2008 to Nov. 2008	<ul style="list-style-type: none"> • Debris Monitoring • Tree Monitoring • Compilation of FEMA Documentation for Reimbursement 	<ul style="list-style-type: none"> • Project Manager • 10 Debris Monitors • Field Collection Monitors • Data Manager • Administrative Assistant 	45,000 cy Debris 60 Trees
Scott, Louisiana	2008 Hurricane Gustav DR-1786	Sept. 2008 to Oct. 2008	<ul style="list-style-type: none"> • Debris Monitoring • Compilation of FEMA Documentation for Reimbursement 	<ul style="list-style-type: none"> • Project Manager • 4 Debris Monitors • Field Collection Monitors • Data Manager • Administrative Assistant 	8,196 cy Debris
Gautier, Mississippi	2005 Hurricane Katrina DR-1604	Jan. 2007 to Jun. 30, 2007	<ul style="list-style-type: none"> • Debris Monitoring and Tree Contract • Rights-of-Way (ROW) Final Pass • Rights-of-Entry (ROE) 	<ul style="list-style-type: none"> • Project Manager • 2 Field Coordinators • 20 Monitors 	8,337 cy Debris 757 ROEs 2,700 Trees
Hattiesburg, Mississippi	2005 Hurricane Katrina DR-1604	Jan. to Apr. 2006	<ul style="list-style-type: none"> • Debris Monitoring and Tree Contract • Contractor Selection Assistance 	<ul style="list-style-type: none"> • Project Manager • 2 Field Coordinators • 22 Monitors 	100,000 cy Debris

— Hurricane —

Hancock County, Mississippi	2005 Hurricane Katrina DR-1604	Aug. 2006 to Aug. 2007	<ul style="list-style-type: none"> • Debris Monitoring • Dead Standing Tree Removal • Right-of-Entry (ROE) • Contractor Selection Assistance • Abandoned Vehicle/ Boat Removal • Compilation of FEMA Documentation for Reimbursement 	<ul style="list-style-type: none"> • Project Manager • 3 Field Coordinators • 30 Monitors • Debris Contractor • Tree Contractor 	208,479 cy Debris 26,304 Trees 2,800 ROEs
Laurel, Mississippi	2005 Hurricane Katrina DR-1604	Sept. 2005 to May 2006	<ul style="list-style-type: none"> • Debris Monitoring • Removal Plan for Hazardous Trees/ Limbs • Contractor Selection Assistance • Compilation of FEMA Documentation for Reimbursement 	<ul style="list-style-type: none"> • Project Manager • 2 Field Coordinators • 16 Monitors 	2,331 cy Debris 540 Trees 3,646 Trees Trimmed
Madison, Mississippi	2005 Hurricane Katrina DR-1604	Sept. 2005 to Nov. 2005	<ul style="list-style-type: none"> • Debris Monitoring • Contractor Selection Assistance • Compilation of FEMA Documentation for Reimbursement 	<ul style="list-style-type: none"> • Project Manager • Field Coordinator • 6 Monitors 	41,000 cy Debris
McComb, Mississippi	2005 Hurricane Katrina DR-1604	Sept. 2005 to Nov. 2005	<ul style="list-style-type: none"> • Debris Monitoring • Contractor Selection Assistance • Compilation of FEMA Documentation for Reimbursement 	<ul style="list-style-type: none"> • Project Manager • Field Coordinator • 10 Monitors 	90,000 cy Debris
Magnolia, Mississippi	2005 Hurricane Katrina DR-1604	Sept. 2005 to Nov. 2005	<ul style="list-style-type: none"> • Debris Monitoring • Contractor Selection Assistance • Compilation of FEMA Documentation for Reimbursement 	<ul style="list-style-type: none"> • Project Manager • Field Coordinator • 8 Monitors 	11,000 cy Debris
Magee, Mississippi	2005 Hurricane Katrina DR-1604	Sept. 2005 to Oct. 2005	<ul style="list-style-type: none"> • Debris Monitoring • Contractor Selection Assistance • Compilation of FEMA Documentation for Reimbursement 	<ul style="list-style-type: none"> • Project Manager • 2 Field Coordinators • 12 Monitors 	23,232 cy Debris
Jackson, Mississippi	2005 Hurricane Katrina DR-1604	Sept. 2006 to Nov. 2005	<ul style="list-style-type: none"> • Debris Monitoring • Contractor Selection Assistance • Compilation of FEMA Documentation for Reimbursement 	<ul style="list-style-type: none"> • Project Manager • Project Coordinator • 2 Field Coordinators • 24 Monitors 	270,000 cy Debris

— Winter Storm —

Location	Event	Date of Service	Experience	Staff	Quantity
Paducah, Mayfield, McCracken County, Graves County, Kentucky	2009 Severe Winter Storm and Flooding DR-1818	February 2009 to August 2009	<ul style="list-style-type: none"> • Debris Monitoring • Tree Monitoring • Compilation of FEMA Documentation for Reimbursement 	<ul style="list-style-type: none"> • Project Manager • 12 Field Supervisors • 86 Debris Monitors • 35 Tree Monitors • 12 Tower Monitors • Data Manager • 2 Administrative Assistants 	1.15 Million cy trees: 75,266 trimmed 1,242 removed
Poplar Bluff, Missouri	2009 Severe Winter Storm DR-1819	February 2009 to April 2009	<ul style="list-style-type: none"> • Debris Monitoring • Tree Monitoring • Compilation of FEMA Documentation for Reimbursement 	<ul style="list-style-type: none"> • Project Manager • Operations Manager • 19 Debris Monitors • 8 Tree Monitors • Field Supervisor • Data Manager • Administrative Assistant 	70,000 cy trees: 5,800 trimmed 650 removed
Greene County, Arkansas	2009 Severe Winter Storm DR-1819	February 2009 to June 2009	<ul style="list-style-type: none"> • Debris Monitoring • Tree Monitoring • Compilation of FEMA Documentation for Reimbursement 	<ul style="list-style-type: none"> • Project Manager • Operations Manager • 46 Debris Monitors • 28 Tree Monitors • Field Supervisors • Data Manager • Administrative Assistant 	715,075 cy trees: 22,645 trimmed 625 removed
Sand Springs, Muskogee, Checotah, Oklahoma	2007 Winter Storms DR-1735 DR-3280	Feb. 2007 to March 2008	<ul style="list-style-type: none"> • Debris Monitoring • Tree Monitoring 	<ul style="list-style-type: none"> • Project Manager • Field Supervisor • 48 Debris Monitors • 31 Tree Monitors • Inspector 	513,425 cy trees: 35,798 trimmed 337 removed
Carroll, Iowa	2010 Severe Winter Storm DR-1877	April 2010 to May 2010	<ul style="list-style-type: none"> • Debris Monitoring • Tree Monitoring 	<ul style="list-style-type: none"> • Project Manager • 5 Debris Monitors • Field Supervisor • Data Manager 	45 Tons trees: 2,300 trimmed removed
Marlow, Oklahoma	2010 Severe Winter Storm DR- 1883	March 2010 to May 2010	<ul style="list-style-type: none"> • Debris monitoring • Tree Monitoring 	<ul style="list-style-type: none"> • Project Manager • 27 Debris Monitors • 3 Tower Monitors • Data Manager 	77,000 cy trees: 4,000 trimmed removed
Comanche County, Oklahoma	2010 Severe Winter Storm Dr-1883	March 2010 to June 2010	<ul style="list-style-type: none"> • Debris Monitoring • Tree Monitoring 	<ul style="list-style-type: none"> • Project Manager • 7 Debris monitors • 3 Tower Monitors • Data Manager 	282,000 cy trees: 31,000 trimmed removed

Section 3

Personnel

Organizational Chart



Summary of Key Personnel

Key Personnel for Debris Monitoring Services

Listed below is a summary of our key personnel who will be providing staff management for the proposed project.

- **Nelson Lucius, PE, *Officer-in-Charge*** - Mr. Lucius joined Neel-Schaffer in 1990 and has 28 years experience in emergency management and civil engineering. Mr. Lucius has extensive experience in managing and monitoring debris removal related to all types of disasters including hurricanes, ice storms and floods.

Mr. Lucius was in charge of several debris monitoring projects in the Galveston-Houston area following Hurricane Ike in 2008 including ROW debris removal in four cities, 50 miles of beach sand cleaning and removal of approximately 100 sunken vessels.

Following Hurricane Katrina, Mr. Lucius was project manager responsible for monitoring the removal of more than 1 million cubic yards of ROW debris, abandoned vehicles, marine vessels and other special wastes, including white goods, tires, and asbestos-containing materials. He also managed the removal of “wet” debris from the drainage ways and waterways along the Gulf Coast. Mr. Lucius served as project manager on numerous debris removal, roadway, utility and landfill projects including, conceptual design, site development, final design and permitting.

Mr. Lucius recently provided debris management services in Arkansas, Missouri, Oklahoma, Iowa and Kentucky following the 2009 and 2010 Severe Ice Storms. His experience in debris management and FEMA guidelines have provided valuable assistance to the cities and counties Neel-Schaffer has served through the years.

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

Mr. Tucker joined Neel-Schaffer in 2002. He has more than 13 years experience in debris management, and civil and environmental engineering. He has managed debris operations and all aspects of water and sewer improvement projects; including conceptual development, grant and loan funding procurement, environmental clearance, production of construction plans and specifications, rights-of-way / easement acquisition, and construction engineering and administration.

- **Brian Fulton, PE, PTOE, *QA/QC Manager*** - Mr. Fulton has managed several debris removal monitoring projects including Hurricane Katrina recovery projects. He has managed rights-of-entry and rights-of-way monitoring as well as removal of hazardous trees and damaged structures. Mr. Fulton recently served as Project Manager for the debris removal monitoring operations in the City of Poplar Bluff, Missouri and Greene County, Arkansas following the 2009 Severe Winter Storm. His duties included providing

weekly status reports to the client, managing monitoring staff, reviewing and approving contractor invoices, and assisting with final project close-out documentation.

Mr. Fulton has also served as Quality Assurance Manager on over a dozen debris removal projects. His duties included providing support throughout the project, assisting in project implementation, monitor training, certifying truck measurements, reviewing and approving contractor invoices, and assisting with final project close-out documentation.

Since joining the Biloxi office of Neel-Schaffer in 1999, Mr. Fulton has been involved in the design and construction phase services for water, wastewater, transportation projects, and recovery and rebuilding projects along the Gulf Coast.

- **Robert R. Latham, Jr., FEMA Coordinator / Reimbursement Specialist** - Mr. Latham joined Neel-Schaffer in 2006, upon retirement, as Executive Director of the Mississippi Emergency Management Agency (MEMA). Mr. Latham was Executive Director for six years including the landfall of Hurricane Katrina and the initial eight months of recovery. He served as Governor's Authorized Representative (GAR) to FEMA and oversaw response, recovery and mitigation programs for 11 presidential declared disasters including the State's terrorism preparedness efforts after the September 11, 2001 attacks and Hurricane Katrina. Mr. Latham also coordinated emergency preparedness and response operations for more than 45 Governor's state of emergencies. Additional accomplishments include: established and maintained statewide emergency management system for natural, man-made and technological disasters for all 82 counties in Mississippi; development and maintenance of the state comprehensive emergency plan (CEMP); and the development and implementation of a standardized incident management system.

Mr. Latham is actively involved with the development of programs designed to assist local, state, federal, non-government organizations, and private sectors in all-hazards emergency preparedness, response, recovery and mitigation activities.

- **Stan Keely, PE, QA/QC Manager**.- Mr. Keely who is the former Deputy Director of Orange County, was part of the utility response teams helping Homestead after Hurricane Andrew and was Principal in Charge for Neel-Schaffer for the debris monitoring related to Hurricane Jean and Francis in Indian River County. Mr. Keely has been actively involved assisting FDEP on biosolids and landfill regulations for over 20 years. Mr. Keely's role will be supervision of environmental requirements and inspection for compliance at the debris disposal sites. Mr. Keely is also familiar with the Okeelanta incinerator having evaluated its asset value.
- **Frank Watanabe, PE, TE, Environmental, Permitting and Traffic Control Manager** - Mr. Watanabe has over 25 years of professional experience in the planning, design and implementation of local transportation services and traffic engineering projects. He has worked for and been the City traffic engineer for numerous cities in California, such as the City of Pasadena, Concord, Huntington Beach, Oceanside, Irvine and Calabasas and now in Florida for Howey-in-the-Hills and West Melbourne.

Mr. Watanabe has extensive experience in the roadway development, design and implementation of streets and highways. He has worked on numerous streets and highway

design projects, including arterial roadway widening, freeway interchanges and roadway alignment studies. He has extensive expertise in transportation planning, roadway capacity analysis, parking and pedestrians studies. In addition, his specialty is public speaking and dealing with community based neighborhood traffic calming.

Mr. Watanabe's traffic engineering experience includes the traffic operations, street geometrics, signing and striping, lighting, and signal timing using (Synchro). He has timed and implemented of over 250 traffic signals for cities in Northern and Southern California.

In addition, Mr. Watanabe has been project manager and project engineer for numerous ITS design and implementation projects for State DOT's and numerous cities in California. Mr. Watanabe has extensive experience in the planning, design and implementation of specialized Intelligent Transportation System (ITS) projects for various local and State agencies. Managed and designed numerous ITS projects including the engineering and construction support of devices such as; closed circuit TV (CCTV), changeable message signs (CMS), highway advisory radio (HAR), video detection, trail blazer signs, wireless communication and fiber optic communication.

- **Tommy Strickland, *Environmental, Permitting and Traffic Control Manager*** - Mr. Strickland has effectively managed debris monitoring operations on the removal of over 1 million cubic yards of ROW and ROE debris including vegetative, C&D, abandoned cars vessels, hazardous trees and white goods. He has debris removal experience following Hurricanes Ike and Katrina as well as the 2009 winter ice storm in Kentucky.
- **Bryan Milling, *Data Manager / IT Specialist*** - Mr. Milling joined Neel-Schaffer in 2005 managing debris removal data entry and processing following Hurricane Katrina. As a Certified Horticulturist, he has worked closely with local Urban Foresters and Arborists in Hurricane Katrina recovery projects along the Mississippi Gulf Coast as well as the Ice Storms that ravaged parts of Oklahoma, Arkansas, Missouri and Kentucky in recent years.

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

- **Shane Bergin, PE, PTOE, *Data Manager / IT Specialist***- Mr. Bergin has significant experience in debris management and civil engineering design that includes utility and transportation design and construction administration services. He has extensive debris removal data management experience involving numerous debris projects related to Hurricanes Ike and Katrina. Mr. Bergin's experience is also comprised of preparation of stormwater calculations, implementation of land codes and permit applications. He has provided assistance to Project Managers on various roadway, drainage and utility projects
- **Chris Johnson, *Deputy / Operations Manager*** -Mr. Johnson responded to Hurricane Ike in 2009 as a Field Supervisor and has worked on several projects to monitor marine debris removal and the cleaning of beaches along the Texas Coast. He has also served as a Debris Monitor Supervisor on disaster debris projects. Mr. Johnson has experience with heavy equipment maintenance and debris removal.

- **Sam Taylor, Deputy / Operations Manager** - Mr. Taylor has served as resident project representative on several engineering projects for Neel-Schaffer, Inc., including drainageway, public and private utility and roadway and bridge projects. Mr. Taylor has extensive project management experience in commercial vertical construction, including ground-up projects, as well as rehabilitation projects, he has also worked as an estimator, inspector, and damage assessor on several commercial projects for HUD and MHA.
- **Gene Lozano -Deputy / Operations Manager** - Mr. Lozano has over 30 years of experience as a Project Manager for FDOT and engineering consultants.

K. Nelson Lucius, PE

Professional History

Mr. Lucius joined Neel-Schaffer in 1990 and has 28 years experience in emergency management and civil engineering. He is a Senior Vice President and serves as an Area Manager for Texas, Louisiana and South Mississippi. Mr. Lucius has extensive experience in managing and monitoring debris removal related to all types of disaster including hurricanes, ice storms and floods.

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

Related Experience

- **Principal In Charge – Marine Debris Removal – Texas General Land Office** – This project consisted of monitoring the removal of marine debris caused by Hurricane Ike in 2008. The project included removal of debris from the Gulf of Mexico, Galveston Bay and four other bays along the upper Texas Coast.
- **Principal In Charge – Hurricane Ike Beach Cleaning - Texas General Land Office** – Responsible for monitoring the cleaning of approximately 80 miles of beaches following Hurricane Ike. The project included cleaning beaches for the State of Texas involving more than 1 million cubic yards of beach sand on Galveston Island, Boliver Peninsula and Brazoria County, Texas.
- **Principal In Charge – Debris Removal Monitoring – City of Port Isabel, TX** – Neel-Schaffer provided monitoring services for the removal of debris generated by Hurricane Dolly in 2008. The project included removal of 19,000 cubic yards of debris from the public rights of way in the City of Port Isabel, TX.
- **Senior Vice President-in-Charge – Management of Debris Removal Caused by Hurricane Katrina, Jackson County, MS** – Duties included the management and organizational structure of projects. Typical duties included personnel management, weekly updates of the project to the client, coordination with FEMA/MEMA field personnel and contractor coordination.
- **Project Manager** – Removal of abandoned cars and boats caused by Hurricane Katrina, Jackson County, MS – Developed proposal and contract documents for removal of 300 abandoned vehicles and items damaged by Hurricane Katrina. This project also included monitoring the removal and hauling of vehicles as well as verification of quantities and contractor pay requests.
- **Project Manager – Drainageway Debris Removal** – Removal of hurricane related debris from drainage ways and waterways in Jackson County, MS. Developed proposal and contract documents for the removal of “wet” debris generated by Hurricane Katrina.
- **Principal In Charge – Kentucky Ice Storm Debris Removal** – The project consisted of monitoring the removal of debris resulting from the ice storm in 2009. Elements of the project included removal of debris, hazardous hanging limbs and leaning trees from McCracken and Graves Counties and the Cities of Paducah and Mayfield, Kentucky. The project involved the removal of more than 1 million cubic yards of debris.
- **Principal In Charge – Debris Removal Monitoring – Greene County, AR** – Greene County was devastated by an ice storm in 2009 which left hundreds of thousands of cubic yards of debris in public rights of way throughout Greene County and the City of Paragould, AR. The project included removal of debris, hazardous hanging limbs and leaning trees.

Education

Bachelor of Science,
Civil Engineering, 1982,
Mississippi State
University

Master of Business
Administration, 1988,
Houston Baptist
University

Registrations

Professional Engineer:
Mississippi, 10619
Texas, 65649

Reference

City of
La Porte, Texas
Jeff Suggs
Emergency Management
Coordinator
(281) 470-0010
fax (281) 470-1590
suggsj@laportetx.gov

Derrick P. Tucker, PE

Professional History

Derrick Tucker joined Neel-Schaffer in 2002 and has more than 13 years experience in civil and environmental engineering. He has managed debris operations and all aspects of water and sewer improvement projects including: conceptual development, grant and loan funding procurement, environmental clearance, production of construction plans and specifications, right-of-way / easement acquisition; and construction engineering and administration. Mr. Tucker has managed debris operations for Neel-Schaffer following Hurricanes Ike and Katrina. He was Project Manager for debris removal following Hurricane Ike for the City of La Porte as well as sand cleaning at Galveston and Boliver. He was also responsible for marine debris removal from the Gulf of Mexico, Galveston Bay and four other bays.

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

Related Experience

- **Project Manager - Marine Debris Removal – Texas General Land Office** – This project consists of monitoring the removal of marine debris caused by Hurricane Ike in 2008. The project included removal of debris from the Gulf of Mexico, Galveston Bay and four other bays along the upper Texas Coast.
- **Project Manager - Hurricane Ike Beach Cleaning - Texas General Land Office** – Responsible for monitoring the cleaning of approximately 80 miles of beaches following Hurricane Ike. The project included cleaning beaches for the State of Texas involving more than 1 million cubic yards of beach sand on Galveston Island, Boliver Peninsula and Brazoria County, Texas.
- **Project Manager - Hurricane Ike Debris Removal – City of La Porte, TX** – Responsible for monitoring the removal of debris generated by Hurricane Ike. The project of monitoring debris removal from rights-of-way, reduction and hauling of reduced debris. Also included in the project was the removal of hazardous hanging limbs and leaning trees.
- **FEMA Technical Assistant Contractor – Hurricane Katrina and Rita - South Louisiana** - Served from January 2006 through April 2006 as an Assistant Project Officer. Primary role was assisting local governments with debris removal operations as well as data collection and project worksheet documentation.
- **Project Manager – Debris Removal from Public Rights-of-Way – City of McComb, City of Magnolia and the City of Pearl, MS** – Developed the scope of work necessary for the proper procurement of a contractor for debris removal. Established FEMA approved unit prices. Coordinated temporary staging areas approved by MDEQ. Ensured contracts were executed between municipality and contractor. Enforced FEMA debris removal policy by monitors and contractor during the execution of the contracted scope of work. Maintained communication with FEMA Public Assistance Officers.
- **Senior Project Manager – Landfill Expansion – City of Newton, MS** – Consisted of the construction engineering and administration for the construction of new 12-acre cell to increase landfill storage for the Golden Triangle Regional Solid Waste Management Authority near Starkville, MS.
- **Project Manager – Site Civil – City of Magnolia, MS** – Consisted of the construction of 1500 LF of industrial roadway for Harvest Haul, Inc., utilizing CDBG ED funding assistance.
- **Senior Project Manager – Wastewater Treatment Improvements** – Consisted of the construction engineering and administration of wastewater treatment improvements to reduce ammonia concentrations in the POTW effluent.

Education

Bachelor of Science,
1996, Civil Engineering,
Mississippi State
University

Master of Science,
1997, Civil Engineering,
Mississippi State
University

Registrations

Professional Engineer:
Mississippi, 15380

Reference

City of
La Porte, Texas
Steve Gillett
Director of Public Works
281-471-9650
fax 281-867-0892
gillett@laportetx.gov

W. Brian Fulton, PE, PTOE

Education

Bachelor of Science,
1995, Civil Engineering,
Mississippi State
University

Master of Science,
1996, Civil Engineering,
Mississippi State
University

Registrations

Professional Engineer:
Mississippi, 14448
Alabama, 24362

Professional Traffic
Operations Engineer

Associations

Institute of
Transportation
Engineers

Awards

2007 Recipient of the
Southern District Institute
of Transportation
Engineers
Young Member of the
Year Award

2004 Recipient of the
Neel-Schaffer President's
Award

Reference

Board of Supervisors
of Jackson County,
Mississippi
Alan Sudduth
County Administrator
(228) 769-3088
fax (228) 769-3348
alan_sudduth@
co.jackson.ms.us

Professional History

Brian Fulton joined the Biloxi office of Neel-Schaffer in 1999. He is a Vice President and Engineering Manager of the Biloxi, MS office. Prior to graduation, Brian completed the cooperative education program by working with the Mississippi Department of Transportation in the Gulfport project office. Brian also worked on a research project for MDOT during graduate school. Since then, Brian has been working in the emergency management and engineering consulting business and has been involved with a variety of projects including traffic, transportation, water, sewer, site work, and drainage for municipalities throughout Mississippi.

Related Experience

- **Quality Assurance Manager – Port Isabel, TX Hurricane Dolly Debris Removal Project** – Duties included providing support and assistance throughout the project, reviewing and approving contractor invoices and assisting with final project close-out documentation.
- **Quality Assurance Manager – TX Hurricane Ike Debris Removal Projects** – Duties included providing support throughout the project, assisting in project implementation, monitor training, certifying truck measurements, reviewing and approving contractor invoices, and assisting with final project close-out documentation for the Cities of La Porte, Shoreacres, Morgan's Point and Taylor Lake Village.
- **Quality Assurance Manager – Texas General Land Office, Beach and Marine Debris Removal Projects** – Duties included providing support throughout the project, assisting in project implementation, monitor training, certifying truck measurements, setting up project reports, etc.
- **Quality Assurance Manager – Lafayette, LA, Hurricane Gustav Debris Removal Project** – Duties included providing support and assistance throughout the project, reviewing and approving contractor invoices and assisting with final project close-out documentation.
- **Project Manager – Greene County, AR 2009 Severe Winter Storm Debris Removal** – Project included managing the debris removal monitoring operations for Greene County including all municipalities following the 2009 Severe Winter Storm. Duties comprised of providing weekly status reports to the County Judge, managing monitoring staff, reviewing and approving contractor invoices, and assisting with final project close-out documentation.
- **Project Manager – Poplar Bluff, MO, AR 2009 Severe Winter Storm Debris Removal** – Project involved managing the debris removal monitoring operations for the City of Poplar Bluff, Missouri following the 2009 Severe Winter Storm. Duties included providing weekly status reports to the City Manager, managing monitoring staff, reviewing and approving contractor invoices, and assisting with final project close-out documentation.
- **Quality Assurance Manager – Kentucky 2009 Severe Winter Storm Debris Removal Projects** – Duties included providing support throughout the project, assisting in project implementation, reviewing weekly reports, and assisting with final project close-out documentation for the Cities of Paducah and Mayfield, and the Counties of McCracken and Graves.
- **Quality Assurance Manager – City of Sand Springs, OK** – Mr. Fulton assisted in project implementation including the development of a database to document debris removal progress, monitor training, certify truck measurements, etc. He also provided technical support, review and approved contractor invoices and assisted with final project close-out documentation.

Robert R. Latham, Jr.

Education

Northwest Mississippi
Community College,
1969, 1970

Affiliations

Central United States
Earthquake Consortium

Governor's Advisory
Council for Remote
Sensing Technology

Mississippi Civil
Defense/Emergency
Management Association

National Emergency
Management Association
(NEMA)

Reference

State of Mississippi
Haley Barbour
Governor
(601) 359-3150
fax (601) 359-3741

Professional History

Mr. Latham joined Neel-Schaffer in 2006 upon retirement as Executive Director of the Mississippi Emergency Management Agency (MEMA), a position he held for more than six years. As an Emergency Management Director for Neel-Schaffer, Mr. Latham is actively involved with the development of programs designed to assist local, state, federal, non-government organizations and private sectors in all-hazards emergency preparedness, response, recovery and mitigation activities.

Related Experience:

- **Northern California Catastrophic Earthquake Readiness/Response Plan** - Selected as a state Subject Matter Expert (SME), with an emphasis on the integration of a State and Federal response to a catastrophic event, during the development and implementation of a Catastrophic Earthquake Readiness Response Plan for the State of California.
- **Community Health Center Emergency Management Training Program** - Developed and delivered a comprehensive emergency management training program for the 22 community health centers of the Mississippi Primary Health Care Association (MPHCA).
- **State Emergency Management Director** - Served as the senior emergency management advisor to the Governors for the State of Mississippi for more than six years. Responsible for a functioning, comprehensive statewide emergency management system to include oversight in the development and maintenance of the States Comprehensive Emergency Management Plan including the incorporation of more than 15 emergency support functions within state government. Directed and managed the States preparation for, response to, recovery from and mitigation of eleven presidential disasters including Hurricane Katrina on August 29, 2005, recognized as the worst natural disaster in recent American history.
- **Governor's Homeland Security Advisor** - Served as the Governor's Homeland Security Advisor for two years following the terrorist attacks on September 11, 2001 at the World Trade Center in New York. Oversaw the development of the State's initial Homeland Security strategy, the organization and implementation of a regional response capability within the state, and managed more than \$35 million in homeland security funds for state and local governments.
- **Incident Management System** - Developed and implemented the State's first standardized, statewide Incident Management Systems (IMS) making Mississippi one of the first six states to accomplish this after the terrorist attacks on September 11, 2001 at the World Trade Center in New York. This was achieved before the mandate by HSPD-5 and the Department of Homeland Security.
- **Unified Command System** - Organized and implemented the nation's first successful use of a Unified Command System during the country's worst major disaster - Hurricane Katrina. This was accomplished by working closely with the Federal Emergency Management Agency's (FEMA) Field Coordinating Officer (FCO) Bill Carwile.
- **Central US Earthquake Consortium** - Served on the Board of Directors for the Central US Earthquake Consortium for six years and Chairman of the Board for two years. The focus of this project was on the earthquake hazard and vulnerabilities in the Central US along the New Madrid Seismic Zone (NMSZ).
- **County Emergency Management Director** - Served five years as the County Emergency Management Director for Tate County, MS. Responsible for the County's Comprehensive Emergency Management Plan (CEMP), as well as the County's fire protection and response system.

Stanley J. Keely, PE, BCEE

Professional History

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

Related Experience

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

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

Education

M.S., Environmental Engineering,
University of Iowa, Iowa City, Iowa, 1976

B.S., Civil Engineering,
University of Iowa,
Iowa City, Iowa, 1975

Registrations

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

Affiliations

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

Frank Watanabe, PE, TE

Professional History

Mr. Watanabe has over 23 years of professional experience in the planning, design and implementation of local transportation services and traffic engineering projects. He has worked for and been the City traffic engineer for numerous cities in California, such as the City of Pasadena, Concord, Huntington Beach, Oceanside, Irvine and Calabasas and now in Florida for Howey-in-the-Hills and West Melbourne. Mr. Watanabe has extensive experience in the roadway development, design and implementation of streets and highways. He has worked on numerous streets and highway design projects, including arterial roadway widening, freeway interchanges and roadway alignment studies. He has extensive expertise in transportation planning, roadway capacity analysis, parking and pedestrians studies. In addition, his specialty is public speaking and dealing with community based neighborhood traffic calming. Mr. Watanabe's traffic engineering experience includes the traffic operations, street geometrics, signing and striping, lighting, and signal timing using (Synchro). He has timed and implemented of over 250 traffic signals for cities in Northern and Southern California.

Related Experience

Florida Traffic Impacts Studies: Project Manager and Engineer in the preparation of several traffic impact studies for Florida Cities and Counties, such as, City of Tavares, Howey-in-the-Hills, Lake County and Indian River County. The studies typically include; data collection, trip generation analysis, trip assignment, trip distribution, capacity analysis for street and intersections and findings of impacts and traffic recommendations for mitigations. The studies also identify the projects impacts to the regional transportation concurrency.

Lake-Sumter MPO/TAC – Transportation Concurrency: Mr. Watanabe has been selected and approved by the Town of Howey-in-the-hills City Council to attend and represent the city at the regional Metropolitan Planning Organization (MPO) Technical Advisory Committee meetings. At these meetings, Mr. Watanabe represents the Town regarding regional issues as it relates to the Town of Howey-in-the-hills. Duties include the review and discussion of; transportation concurrency, regional countywide traffic impact fees, street and roadway capacity, pedestrian and bicycle guidelines, transit services and funding projects through the regional Transportation Comprehensive Plan. As a MPO/TAC member, NSI is involved with the development of the regional MPO transportation concurrency management system and the regional traffic impact fee for the 18 cities within Lake and Sumter County.

Howey-in-the-Hills Traffic Safety Committee, Howey-in-the-Hills, FL: Mr. Watanabe is currently involved and attends the Town of Howey monthly traffic safety committee meetings. He is responsible for the providing the traffic engineering to the group. As part of his task, he has completed a citywide traffic calming review, implemented warning, speed and stop signs, analyzed traffic studies for proposed developments; made recommendations based on study outcomes; and supervised the work of city staff involved in performing traffic engineering work. He assisted in the plan review of a Lake County School for safe-routes-to-school regarding signing and markings.

Education

Master of Science,
Transportation
Engineering,
California Polytechnic
State University,
San Luis Obispo, CA, 1986

Bachelor of Science
Civil Engineering
California Polytechnic
State University, San Luis
Obispo, CA, 1985

Registrations

Professional Engineer in
California, License
Civil #56255, Traffic#1822

Affiliations

American Public Works
Association Institute of
Transportation Engineers

Eugene Lozano, PE

Education

B.S., Civil Engineering, Ohio State University, 1972

Registrations

Registered Professional Engineer in Florida #20705; Ohio #48838

Certifications

ATSSA Certified Traffic Control Supervisor #00050692

Affiliations

Florida Engineering Society

Professional History

Mr. Lozano has more than 36 years of professional engineering experience in Florida, most of which has been associated with roadway design and construction related projects for the Florida Department of Transportation (FDOT). As a Senior Project Manager for the Department, Mr. Lozano was responsible for the supervision of construction on numerous FDOT projects which included all aspects of transportation design and management ranging from preliminary planning and engineering to final construction and maintenance. A graduate of the Department's Professional Engineering Training Program (1974) with a specialization in Construction, Engineering and Inspection (CEI), Mr. Lozano has expanded his career experience while serving as project engineer and project manager for various private and municipal clients overseeing a variety of roadway and land development projects throughout Florida. In addition, he initiated the establishment and directed the operation of a geotechnical-testing lab in support of construction operations completion of the project scope.

Related Experience:

- **SR 597/Dale Mabry Highway from North of Waters Avenue to North of Fletcher Avenue and SR 597/Dale Mabry Highway from Humphreys Street to Van Dyke Road, FDOT District 7:**
Roadway Designer for this project for the resurfacing and signalization of a six-lane divided suburban facility with variable-width raised, curbed median and paved flush outside shoulders. Design includes the replacement of guardrail approach transitions for Bridges #100085 and #100112 at SR 580 (Busch Boulevard). Services include roadway and structures design, intersections, geotechnical activities, surveys, drainage, signing and pavement markings, signalization, maintenance of traffic, cost estimates, and quantity computation books.
- **SR 25/US 27 from 1,000' North of Lake Louisa to North of SR 50, Lake County, FL, FDOT District 5:**
Roadway Design Project Manager for this project that involved the widening/reconstruction of the roadway and structural improvements to SR 25/US 27 for a length of 4.7 miles. Design is for widening of an existing four-lane section to a six-lane section with 12' travel lanes and bike lanes in each direction. The project includes the major intersection of Vista Del Lago Boulevard/Hartwood Marsh Road. Services include roadway, structures, intersections, interchanges, geotechnical, drainage, signing and pavement markings, signalization, utility relocation, MOT, cost estimates, and environmental permitting/mitigation. Bridge widening, right-of-way acquisition and storm water management have been the major focus of this project. Another vital task is that of public involvement with public meetings and coordination functions.
- **I-75 Golden Gate Parkway Final Design, Collier County, FL:**
Assistant Project Manager - Assisted in managing and coordinating final design of politically charged project in Collier County, Florida, which involved the design of a new interchange on I-75 at Golden Gate Parkway in Naples. Project included widening of Golden Gate Parkway over I-75 and three new ramp bridges over the Golden Gate Canal. Project also included six-laning of Golden Gate Parkway, frontage roads, lighting, signalization, signing and pavement marking, maintenance of traffic and landscaping plans preparation.

Bryan Milling

Education

Bachelor of Science,
Landscape
Management
Technology,
Mississippi Gulf Coast
College

Registrations

Certified Horticulturist
Licensed Arborist

Reference

Board of Supervisors
of Jackson County,
Mississippi
Alan Sudduth
County Administrator
(228) 769-3088
fax (228) 769-3348
alan_sudduth@
co.jackson.ms.us

Professional History

Mr. Milling joined Neel-Schaffer in 2005 managing debris removal data entry and processing following Hurricane Katrina. As a Certified Horticulturist he has worked closely with local Urban Foresters and Arborists in Hurricane Katrina recovery projects along the Mississippi Gulf Coast as well as the Ice Storms that ravaged parts of Oklahoma, Arkansas, Missouri and Kentucky in recent years.

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

Related Experience

- **Data Manager – Hurricane Ike Debris Removal – City of La Porte, TX** – Responsible for monitoring the removal of debris generated by Hurricane Ike. The project of monitoring debris removal from rights-of-way, reduction and hauling of reduced debris. Also included in the project was the removal of hazardous hanging limbs and leaning trees.
- **Data Manager – Hurricane Ike Beach Cleaning - Texas General Land Office** – Responsible for monitoring the cleaning of approximately 80 miles of beaches following Hurricane Ike. The project included cleaning beaches for the State of Texas involving more than 1 million cubic yards of beach sand on Galveston Island, Boliver Peninsula and Brazoria County, Texas.
- **Data Manager – Marine Debris Removal – Texas General Land Office** – This project consists of monitoring the removal of marine debris caused by Hurricane Ike in 2008. The project included removal of debris from the Gulf of Mexico, Galveston Bay and four other bays along the upper Texas Coast.
- **Data Manager – Debris Removal Monitoring – City of Port Isabel, TX** – Neel-Schaffer provided monitoring services for the removal of debris generated by Hurricane Dolly in 2008. The project included removal of 19,000 cubic yards of debris from the public rights-of-way in the City of Port Isabel, TX.
- **Data Manager – Ice Storm Debris Removal** – The project consists of monitoring the removal of debris resulting from the ice storm in 2009. Elements of the project included removal of debris, hazardous hanging limbs and leaning trees from McCracken and Graves Counties and the Cities of Paducah and Mayfield, Kentucky. The project involved the removal of more than 1 million cubic yards of debris.
- **Data Manager – Debris Removal Monitoring – Greene County, AR** – Greene County was devastated by an ice storm in 2009 which left hundreds of thousands of cubic yards of debris in public rights-of-way throughout Greene County and the City of Paragould, AR. The project included removal of debris, hazardous hanging limbs and leaning trees.
- **Sand Springs, Oklahoma Ice Storm Debris Removal – Horticulturist/Field Supervisor/Data Coordinator:** Assisted the City and Parks staff to address concerns related to tree trimming and removals, oversaw all tree related activity in the field including making judgment calls on the survivability of specific trees, coordination of data issues with the contractor, oversaw daily data entry of load tickets and compile weekly data for reporting purposes, provide GPS coordination for all tree activity and mapping of all debris and tree work completed, compile final report information as well as project closeout and final contractor invoice review.

Sam Taylor

Professional History

Mr. Taylor has served as resident project representative on several engineering projects for Neel-Schaffer, Inc., including drainageway, public and private utility and roadway and bridge projects. Mr. Taylor has extensive project management experience in commercial vertical construction, including ground-up projects, as well as rehabilitation projects, he has also worked as an estimator, inspector, and damage assessor on several commercial projects for HUD and MHA.

Related Experience

Monitoring Operations Manager

- Monitoring services for BP New Horizon Oil Spill - MS Canyon 252 Oil Spill

Debris Removal Monitoring Field Supervision

- Drainage way debris removal management and monitoring for Jackson County, MS.
- Debris removal management for the City of Biloxi, MS.
- Right-of-way debris removal management for six coastal counties for MDOT.
- Debris removal management for Jackson County, MS.

Project Manager of the following projects for Vertical Construction, overseeing all aspects of the construction process:

- Pass Christian Post Office, Pass Christian, MS (New Facility).
- Coast Electric, Bay St. Louis, MS (New Facility).
- KTB, Inc., 10,000 SF Warehouse and office space, Gautier MS (New Facility).
- Department of Human Services Facility, Harrison County, MS. (Restoration).
- MDOT Welcome Center/Rest Areas, Jackson County, MS (Restoration).

Related Inspection/Resident Project Representative Projects

Popp's Ferry Road Bridge Hurricane Katrina Emergency Repair

- Field measuring of pay items
- Inspection of span repositioning
- Inspection of Stay-In-Place metal decking installation
- Inspection of Slip-Form Bridge Rail installation
- Responsible for keeping daily diaries of all construction activities, and pay items.
- Responsible for maintaining records of all material certifications and testing results.
- Inspection of demolition and installation of spans, beams, and caps.

Popp's Ferry Road Bridge Collapse - March 7,2009

- Damage assessment
- Documented clean-up/re-build
- Inspected project to ensure construction meet plans and specifications
- Approved all pay applications request from contractor
- Dealt with clients needs on projects
- Recorded all necessary documentation for project diaries and daily logs

Education

Bachelor of Fine Arts,
2001, University
of Memphis

Related Training Courses

Commercial
Construction
Management

Commercial
Masonry Installation

Commercial Steel
Framing Installation

ACI Class I Concrete
Technician

8 Hour On Site
Supervisor OSHA
Certification

10 Hour OSHA
Certification

30 Hour OSHA
Certification

40 Hour HAZWOPER
OSHA
Certification

CPR/First-Aid Certified

AASHTO Traffic Control
Supervisor Certified

Certifications

Marine Technology
Certification
Marine Mechanics
Institute, 2007

OSHA 40 Hour
HAZWOPER Certified

Certification

OSHA 40 Hour
HAZWOPER Certified

Reference

Texas General Land
Office
Martha Zottarelli,
Legislative Liason
P.O. Box 12873
Austin, Texas 78711
Telephone: 512-463-
6119
Fax: 512-305-89347
martha.zottarelli@glo.
state.tx.us

Chris Johnson

Professional History

Mr. Johnson has worked on several projects to monitor marine debris removal and the cleaning of beaches along the Texas Coast. He has also served as a Debris Monitor Supervisor on disaster debris projects. Mr. Johnson has experience with heavy equipment maintenance and debris removal.

Related Experience

- **Debris Monitor - Hurricane Ike Beach Cleaning - Texas General Land Office -**
Responsibilities included the monitoring of debris removal from beaches along the Texas Coast following Hurricane Ike. The project included the screening of more than 1 million cubic yards of beach sand on Galveston Island, Boliver Peninsula and Brazoria County and cleaning of more than 50 miles of public beaches.
- **Field Supervisor - Marine Debris Removal - Texas General Land Office -** Responsibilities included training and supervising debris monitors for marine debris and sunken vessel removal from the Gulf of Mexico, Galveston bay and four other bays along the upper Texas Coast.

Ron Moxness

Professional History

Mr. Moxness joined Neel-Schaffer in 2009 working as a field supervisor and field operations manager. Mr. Moxness has debris removal and Side-scan Sonar experience following Hurricane Ike. He has worked on several projects to monitor marine debris removal and the cleaning of beaches along the Texas Coast.

Related Experience

- **Debris Monitor - Hurricane Ike Beach Cleaning - Texas General Land Office -**
Responsibilities included monitoring the cleaning of beaches for the State of Texas involving cleaning more than 50 miles of public beaches and screening more than 1 million cubic yards of sand on Galveston Island, Boliver Peninsula and Brazoria County.
- **Field Supervisor- Marine Debris Removal - Texas General Land Office -** Supervised monitoring of marine debris removal at East Bay. targets were located by GPS coordinates and the use of various marine equipment.
- **Field Operations Manager - Marine Debris Removal - Texas General Land Office -** This project included monitoring the removal of marine debris caused by Hurricane Ike in 2008. The project included the use of Side-scan Sonars to detect and remove hazardous debris from the East Bay, West Bay, Galveston Bay, Sabine Lake and Trinity Bay of Texas.

Section 4

Conflicts

The True North team, nor any employee thereof, has any conflict of interest, either direct or indirect, in connection with the services sought herein pursuant to Federal or state law. The True North team has not had a contract related to debris removal cancelled within the past seven years.

Section 5

Proposer's Technical Approach/General Operations Plan

Proposer's Technical Approach/ General Operations Plan

Methodology for Mobilization

We truly hope Key West does not experience another hurricane. Being well prepared is key to response and recovery efforts. The True North team is prepared to respond to a Category 2 hurricane as described in the RFP or any other disaster that strikes the City of Key West. We describe below our General Operations Plan

The True North team will mobilize a monitoring team in advance of a hurricane or other predicted disaster. We will mobilize to the disaster site within eight (8) hours after notification from the City of Key West following unpredicted disasters. We are able to deploy to the City of Key West quickly with trained, experienced managers and personnel. We intend to hire and train the majority of our debris monitors locally within the City to support the local economy. The True North team will meet the needs of the City of Key West with a combination of local monitors, experienced employees from our permanent offices, and hurricane debris management experts from across the south. We will implement our comprehensive debris management training program to ensure all monitors are thoroughly trained and supervised. The True North team is committed to provide the most qualified personnel and to deliver the highest level of service to the City of Key West.

The True North team is prepared to provide more than 100 monitors, ready to work within three days as required. We will increase monitors beyond this as needed to meet the needs of the City of Key West and respond to monitoring needs and contractor schedules. The True North team will provide supervisors and management staff to hire, train and supervise monitors in the City of Key West. The True North team has managed and monitored debris removal on numerous projects involving multiple contractors, in fact the majority of our projects have involved multiple contractors, either geographically organized to handle different areas of the community or handling different debris streams such as vegetative, C & D, asbestos, white goods etc.

We will work closely with the City of Key West to develop community specific disaster response plans including communication systems to ensure continuity of communications with the City during and following a disaster. We will mobilize two to five key personnel in advance of predicted disasters, such as hurricanes, to assist in preparation and to be ready for immediate post disaster response. We will establish a local command center to provide for communications, computer equipment, data management, meetings, etc.

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

Clear communications to monitors and separation/documentation of load tickets is critical. Each load ticket or electronic ticket must clearly indicate debris type, location, contractor,

FHWA or FEMA and whether or not debris is within a municipality. The True North data system separately tracks data for each contractor, each debris type, whether in a municipality and whether reimbursement is expected from FEMA or FHWA.

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

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

Due to the fact we employ former public employees such as Public Works Directors, Fire Chiefs, and retired military personnel, we understand the stress a disaster has on the City's staff. Thus, we are able to assist in the staffing and operations of all aspects a disaster may cause. We can provide damage assessments for damaged buildings, roadways, utilities, and other City-owned facilities. If the demand for temporary assistance goes beyond what we have immediately available, our Human Resource Department will support the effort and assist our local management staff in recruiting, screening, hiring, and training the additional monitors required throughout the life of this contract.

General Operation Requirements - In order to control costs and save public money, the True North team is diligent in minimizing hours spent on monitoring activities. We will consult with the City of Key West on staffing and work planning, with the City having final say on staffing levels. We understand and appreciate the City's visits to review the efficiency and effectiveness of our monitoring program. It is the City's sole discretion to require modifications to the monitoring operation and/or staffing levels.

Equipment/Supplies Mobilization – The True North team maintains an extensive inventory of monitoring supplies and equipment including computers, GPS units, digital cameras, safety equipment, preprinted tickets/forms, and flotation/marine supplies. Communication with supervisors or contractors. Continuity of communications with the City of Key West will be maintained through the use of radios, phones, or other compatible communications systems. Depending on the severity of a disaster, some of the key tasks we will accomplish in helping with recovery include:

- Debris Management and Emergency Response Planning: 30 days after selection,
- Pre-Disaster Response: 2-5 experienced personnel 2 to 10 days prior to disaster,
- Damage Assessments: additional experienced personnel within 24 hours,
- Mobilizing Debris Contractors: supervisory personnel within 12 hours,
- DMS Preparation Assistance: 2 experienced personnel within 24 hours,
- Loading/Hauling Vehicle Certifications: up to 10 personnel within 3 days,

- Debris Monitors: over 100 monitors within 3 days as needed,
- FEMA Meetings: 2 supervisory personnel available prior to disaster,
- Monitoring Operations: trained personnel, up to hundreds after major hurricane,
- Project Closeout: within 30 days following completion of debris removal operations.

Continuity of communications with the City of Key West will be maintained through the use of radios, phones, or other compatible communications systems.

Coordination of Services in Multiple Locations - The capacity to provide services in a timely manner is critical in serving clients following a disaster event. True North/Neel-Schaffer has managed and monitored 10 or more simultaneous projects at times in the past. This occurred following Hurricane Ike as well as Hurricane Katrina. In 2009, we successfully managed debris monitoring projects in Texas, Arkansas, Missouri, Iowa and Kentucky simultaneously across three FEMA regions.

Project Management and Administration

Nelson Lucius, PE, who will serve as the Officer-in-Charge of this project, has served as True North/Neel-Schaffer's team leader for many natural disaster projects following hurricanes including Hurricane Ike and Hurricane Katrina. Derrick Tucker, PE was Project Manager for all of our Hurricane Ike debris monitoring projects and will serve in that role for the City of Key West. Brian Fulton, PE has served as Project Manager or QA/QC Manager for the majority of True North/Neel Schaffer's debris monitoring projects including our Hurricane Katrina and Hurricane Ike projects. Robert Latham was Executive Director for the Mississippi Emergency Management Agency (MEMA) during Hurricane Katrina and will provide over 30 years of training and emergency management experience to the City of Key West.

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

We can also utilize our proprietary electronic ticketing/data management system if requested by the City of Key West. We will provide project management and supervision of all activities. True North's monitors will prepare Incident Reports to document any contractor damage to public or private property.

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

Debris Management Action Plan – The True North Team will provide comprehensive debris management services including planning/training activities prior to hurricane season. We will work closely with the City of Key West to develop an event specific Debris Management Action Plan. We will provide communication systems to ensure continuity of communications with the City during and following a disaster. We will mobilize two to five key personnel in advance of predictable disasters, such as hurricanes, to assist in preparation and to be ready for immediate post disaster response. Following a major disaster, we will establish a local command center to provide for project management communications, computer equipment, data management, meetings, etc.

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

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

Collection Monitoring

All field monitoring will be managed and executed to maximize federal and state reimbursement. True North/Neel-Schaffer has a track record of full reimbursement of eligible project costs.

Debris Monitoring Employees - All debris monitors and selected City staff will attend a training program designed by our debris management specialists. This training will be conducted at no cost to the City of Key West. All field personnel must possess adequate communication skills. Our experienced disaster response team provides training in a classroom setting followed by field training that is designed to verify experience and knowledge of work assignments. All Disposal Site Monitors, Collection Monitors and Project Coordinators are required to attend a training program that includes identification of eligible debris, proper documentation, communication protocols, and safety requirements.

Daily Field Monitor Operations - Collection site monitors will initiate five part load tickets as debris is loaded from public property and ROW. Information will include address, project, type of debris and truck number and capacity. We can also implement our electronic load ticketing system as requested. One copy is retained by the Monitor and the remainder are given to the driver to go to the disposal/DMS site. The Debris Monitors will turn in copies of the load tickets at the end of each shift to the supervisor. These tickets and an activity log will be available for review by the City of Key West. This log will contain the number of tickets inventoried, issued and/or voided.

Field Supervisors will be assigned to teams of Monitors. Our Field Supervisors are the key to True North's success in ensuring that owners receive full FEMA reimbursement on all projects. Our Field Supervisors have extensive experience and capabilities in debris management, as

well as the ability to effectively train, lead and supervise monitors. All Field Supervisors are thoroughly familiar with FEMA and FHWA processes/procedures and have field experience performing all major monitoring activities including load ticketing, collection monitoring, disposal monitoring, vehicle certification, communications and daily reporting. Field Supervisors will report critical information to the City of Key West daily.

Field Supervisors will be responsible for ensuring compliance of:

- Proper loading and compaction
- Adherence to the City of Key West's Debris Management Action Plan
- Special needs assessment such as stumps, leaners/hangers etc.
- Required documentation such as photos and GPS location

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

We have also developed numerous supplemental forms and documentation processes for various types of projects. We utilize daily monitor reports, incident reports, tower logs, etc. on typical projects and we have developed specialized forms for projects involving items such as sand cleaning, vessel removal, demolition, etc. We document debris every time it moves, i.e., cutting hazardous limbs, loading, unloading at Debris Management Sites (DMS), reduction, and final haul/disposal or recycling. Safety is of the utmost importance to protect everyone involved in the project.

One to one ratio of monitors to equipment is not practical for seaweed removal. We will record and photograph before and after conditions to document the removal of seaweed. to help ensure reimbursement we will attempt to get FEMA pre-validation of eligible seaweed where possible.

Load Ticket Process Development

Collection site monitors will initiate five part load tickets as debris is loaded from public property and ROW. Monitors will keep a log that contains information including debris "control point" or loading site location, loading site monitor's name, supervisor's name, number of load tickets issued during the shift, starting and ending load ticket numbers and any problems encountered or anticipated. The Debris Monitors will turn in copies of the load tickets at the end of each shift to the supervisor. These tickets and an activity log will be available for review by the City of Key West. In addition to the tickets and logs, cumulative data and activity reports on completion progress and issues will be submitted to the City. These reports will include a detail of the quantities and types of debris hauled. This information will be used to reconcile pay requests from the contractor.

Since the load ticket process forms the basis of reimbursement, very close observation of debris loading operations is critical, including types of debris and loading site location. Roving

monitors will be utilized along with control points to ensure thorough documentation of debris loading operations. Since the load ticket process is so critical in documenting work performed, it is crucial to have a clear understanding with FEMA personnel concerning the control point system prior to beginning operations.

Disposal Site Monitoring

The Tower Monitor at the Debris Management site (DMS) or disposal site will verify the truck and capacity information on the truck and load ticket. He or she will rate the load to determine the actual volume of debris hauled and verify that the truck is empty as it leaves the site. Additionally, the Monitors will record the name of the disposal site, arrival time of the truck, and then print and sign his/her name. This information will be recorded on the load ticket and the daily site log. The log will contain information including debris management site location, debris management site monitor's name, supervisor's name, truck/trailer number and volume of debris hauled into the site, cumulative total of debris delivered at the site during the shift, any problems encountered or anticipated, grids cleared and number of passes completed. We will implement a similar load ticketing process for haul-out and final disposal of reduced debris.

As a part of these services, a daily inspection log will be maintained by each field coordinator and compiled by the support staff. At a minimum, the inspection log will identify the work satisfactorily completed in accordance with the specifications at the established measurements or units of payment, and record any incidents and damage reports.

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

The True North team will provide monitors at all Debris Management Sites (DMS) in compliance with FEMA and FHWA requirements. Prior to unloading at the disposal site, the tower monitor will verify the truck, capacity and other information on the truck and load ticket and rate the load to determine the actual volume of debris hauled. We will take photographs of loads as requested by the City and will make the contractor aware of safety issues observed at the site. The monitor will verify that the truck is empty as it leaves the site. Additionally, the Monitors will record the name of the disposal site, arrival time of the truck, and then print and sign his/her name. This information will be recorded on the load ticket and the daily site log. We will implement a similar load ticketing process for haul-out and final disposal of reduced debris.

Debris Vehicle Certification

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

Public Information Assistance

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

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

Database Reporting

Data Administration - All load tickets and debris site data will be entered into True North’s data management system daily. Our data management system really proves its value on complex projects. Managing ROW vegetative and C&D debris is relatively simple. Tracking numerous communications, types of debris, and inspections for each individual right of entry (ROE) property requires a well designed data base system, and should not be developed “on the fly” in the event of a catastrophic disaster involving potentially hundreds of thousands of ROEs. We can also utilize electronic ticketing if requested.

The process of daily ticket entry by individuals knowledgeable of both this project and debris removal in general, provides a valuable check on reasonableness of load tickets and activities. For example, if significant C&D debris is observed from addresses in a light damage area, the clerk will ask a supervisor to verify. We have caught many potential problems quickly on past projects, when an observant data entry clerk recognized something that “just didn’t seem quite right.”

Many cross-checks are also built into our proprietary data system, which shows caution flags when unexpected parameters are detected. Examples of data base “flags” could be short turn-around of a hauling unit, discrepancy on capacity, or high loads per day. The True North Team’s data management system can be organized and sorted by many different factors to generate very informative reports. We will work with the City of Key West to develop an automatic daily report format to meet your information needs. We can also generate custom reports from the data base to provide the City of Key West with a wide range of project information. This reporting will be valuable in determining the need for additional passes, new programs, modifications to the scope of the project, etc.

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

photographs are taken on all aspects of the project. We are prepared to shoot, file and store additional photographs and GPS coordinates, as requested by the City.

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

Payment Monitoring and Reconciliation Process

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

Reporting to the City

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

Field Staffing Plans

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

Event Closure

The True North team will complete project closeout within 30 days following completion of debris removal operations.

Funding Support

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

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

Federal Routes - The True North team will keep accurate records on all functionally classified “federal” roadways as well as “first pass” efforts in order to maximize eligible funding to the City. The first pass debris removal from these routes is generally reimbursed through the FHWA ER program rather than FEMA. The True North team recognizes how important the quick removal of debris from City streets and roads is to the community, and we also understand how critical the federal reimbursement program is to the City. The True North team will process and reconcile the debris-related invoices accurately and efficiently and keep precise and detailed records of monitoring information including reports, load tickets, equipment and vehicles, and all data pertinent to the full reimbursement of all eligible costs.

Compliance

Regulatory and FEMA Policy Familiarity - The True North team has extensive knowledge and experience with FEMA, FHWA and state policies and requirements. We will serve as a resource to the City of Key West on relevant requirements and policies. The True North team will provide recovery services pursuant to local, state, and federal rules and regulations. Before debris hauling and monitoring begins, we typically meet with the FEMA Public Assistance Coordinators, Project Officers and Debris Specialists to coordinate our activities and provide positive communication with their field and office staff. We have regular meetings with the client and FEMA to keep abreast of the ever changing FEMA requirements and Disaster Specific Guidance (DSG) to meet the demands of the particular event.

QA/QC Program – The True North team will implement a QA/QC Program to minimize errors on all project documents. The True North team will provide Field Supervisors to observe the activities of our monitors and provide Quality Assurance/Quality Control reviews on the entire project. Adequate project control and full FEMA reimbursement can only be assured if our policy and procedures are accurately implemented in the field.

Every debris project is carefully managed from the FEMA kick-off meeting through project closeout. We communicate thoroughly with key players of the project including, the City of Key West, FEMA, FHWA, regulatory agencies, contractors, supervisors and employees. Frequent and effective communication is important to ensure we understand and achieve the goals of the

City of Key West. A clear understanding of the Stafford Act, disaster specific guidance and local FEMA staff are critical in project control and management to ensure full reimbursement. Accurate complete record keeping, documentation and data management are as important as the physical work in meeting the goals of the City of Key West and receiving full FEMA reimbursement.

The True North team follows the basic five-part FEMA load ticket process in monitoring ROW debris. Eligibility of debris and complete, accurate documentation lead to full reimbursement. These basic functions must be performed correctly in the field. We place great emphasis on training and supervising monitors in the basic monitoring functions to ensure they are performed consistently, and correctly.

Meetings with City Personnel

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

Daily Communication and Safety Meetings - Prior to the start of operations each morning, all monitors are required to sign-in at a pre-determined location. Meetings are held in each zone and are headed up by the Field Supervisor. At these meetings ongoing training is conducted, changes in FEMA guidance are reviewed, safety issues are addressed, and any pertinent information is exchanged. The Field Operations Manager will generally attend daily meetings. FEMA representatives are made aware of meeting locations and are welcome to attend and often address areas of need or concern. The True North team will hold daily meetings with debris monitors and staff for project updates and for safety issues. If important information becomes available, our staff may meet more frequently. A record of meeting contents and attendees will be made and provided to the City of Key West upon request.

Weekly Coordination Meetings with Contractors - The True North team will initiate a weekly meeting with the debris removal contractor to help expedite the work and to discuss any issues that may arise during the week. It is important that the monitor and contractor are coordinating with each other to ensure a successful project. In conjunction with these meetings, our staff will coordinate with City personnel as needed on any issues that may arise in the field.

Safety

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

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

Additional Services

Pre-Storm Coordination

The True North team will meet with the City of Key West at least once each year prior to June 1, to coordinate and plan for the upcoming hurricane season. We will mobilize and meet with the City of Key West in advance of each credible disaster threat that may affect the City. These pre-season and pre-storm travel and meetings will be conducted at no cost to the City of Key West. These meetings will serve to improve coordination efforts, communicate the City of Key West's expectations of the True North team, and prepare to expedite recovery in the event a disaster strikes the City of Key West.

These meetings may be attended by debris haulers, contractors, regulators and other parties as desired by the City of Key West. As requested by the City of Key West, the True North Team will provide planning, training, permitting and damage assessment to the City. We have extensive experience in all of these areas, both pre-disaster and post-disaster. We can provide development, reviews and revisions to emergency management and debris management plans. We have experience in developing hazard mitigation plans, performing infrastructure damage pre-assessment and conducting training programs.

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

Debris Management Planning - The True North team's staff of debris management specialists and emergency management planners has the experience to develop and/or review Debris Management Plans (DMP) in accordance with FEMA 327-Public Assistance-Debris Management Guide. We have successfully developed plans for many communities. We pride ourselves in developing a DMP that is a "living document" that is taken off the shelf and used for annual training purposes, as well as coordination with other planning initiatives such as mitigation, land-use and other community planning efforts.

Our team will gather data regarding past debris-generating events in an effort to forecast debris projections for future events. Our approach is to identify the needs of the City of Key West by listening to your stories of past events, how you handled the recovery process, and what lessons were learned. This valuable data will enable our team to prepare a useful plan for the City to follow if another disaster strikes.

Debris Quantity Estimates, Mapping and Zone Development - Through the development/review of a Debris Management Plan (DMP), our staff will provide debris estimates based on existing conditions against scenarios based on Category 1, 3 and 5 hurricane events. In addition, zones will be identified throughout the City and mapped within the DMP for debris removal from City property, rights of way, parks and beaches. This pre-planning activity will allow City officials to prepare for future events and better prepare their staff for responding.

The True North team, with the assistance of City officials, can develop and implement disaster training exercises. Early Alert also has extensive experience and is available to

assist the City of Key West with emergency planning and training exercises as part of the True North team. The exercise program will be developed in order to take advantage of mandated exercises conducted to meet other state and federal requirements for disaster preparedness. We also have extensive experience in Incident Command System (ICS) and can assist the City in establishing and training of an Incident Management Team.

Other Debris Monitoring and Recovery Services - In addition to monitor services outlined above, the True North team is experienced and prepared to provide a broad range of emergency management assistance, including planning, damage assessments, pre-disaster assessments, FEMA consulting and financial recovery assistance. We have experience in assessing/processing property condemnation, structure demolition, damage waiver/private property approval, and marine debris assessment/monitoring. We have developed unique FEMA projects such as catastrophic disaster, commercial property assistance (based on overall economic recovery) and standing dead tree removal (based on future hazard). The True North team is prepared to provide other planning, FEMA consulting, financial recovery and situational awareness services as requested by the City of Key West. We can provide additional experience through Adjusters International and Early Alert as sub-consultants. Adjusters International has extensive financial recovery and PA consulting experience.

Preliminary Damage Assessment (Category C thru G) - The True North team will provide assistance to the City in identifying eligible damage to public facilities under FEMA Categories C through G. This work can extend into assistance to FEMA PA personnel in writing of PWs and subsequent processing of Category C thru G projects to ensure that all eligible work is considered by FEMA.

If selected we would like the opportunity to negotiate the indemnification clause to the proposed agreement.

Section 6

References

References for Similar Projects Completed by Neel-Schaffer/ True North Emergency Management

Provided below is a list of customer references with whom the Neel-Schaffer/True North has performed Debris Management services for in many states.

Texas GLO Marine Debris

Martha Zottarelli, Legislative Liaison, Policy and Governmental Affairs
P.O. Box 12873
Austin, TX 78711-2873
Office: 512.463.6119
Fax: 512.305.8937
E-mail: martha.zottarelli@glo.state.tx.us
Date of Contract: December 2008 to March 2009

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

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

Marine Debris: As the beach cleaning process neared completion, the process of removing marine debris began. The primary focus of this project consists of removing large submerged and semi-submerged debris (i.e. vessels, white goods, etc.) that pose hazardous to boats entering the waterways. Quantity - 130 vessels extracted; 350,000 acres of water

City of Biloxi, Mississippi

A.J. Holloway, Mayor
P. O. Box 429
Biloxi, MS 39533
Office: 228.435.6254 • Fax: (228) 435-6129
E-mail: mayor@biloxi.ms.us
Date of Contract: September 2005 to August 2007

Neel-Schaffer entered into a contract with the City of Biloxi on September 11, 2005 to monitor the removal and disposal of storm-related debris from the public roads and streets in Biloxi. The level of devastation in Biloxi was unprecedented, and warranted an expansion of the scope by FEMA to include private residential property clearing, as well as selected commercial property debris clearing. Quantity - 2,980,000 cy; 3,500 cy ROEs

Jackson County, Mississippi

Alan Sudduth, County Administrator
P.O. Drawer 998
Pascagoula, MS 39568
Office: 228.769.3378 • Fax: 228.769.3348
E-mail: alan.sudduth@co.jackson.ms.us
Date of Contract: September 2005 to August 2007

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

City of La Porte

Jeff Suggs, Emergency Management Coordinator
2963 N. 23rd Street
La Porte, TX 77571
Office: 281-470-0010 • Cell: 281-639-9258 • Fax: 281-470-1590
Email: suggsj@laportetx.gov
Date of Contract: September 2008 to May 2009

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

Lafayette Consolidated Government

Tom Carroll, PE. Director of Public Works
1515 E. University Ave.
Lafayette, LA 70501
Office: 337-280-5639 • Fax: 228.435.6129
Email: tcarroll@lafayettela.gov.
Date of Contract: September 2008 to December 2008

Our debris response team was deployed to Lafayette prior to landfall in an effort to expedite debris recovery services. The storm passed through the Lafayette area on September 2, 2008 and work quickly began for initiating the 70-hour push contract to clear primary roads which concluded on September 5, 2008. The next phase of the recovery process began September 6, 2008 for Neel-Schaffer to monitor the debris removal process. Neel-Schaffer monitored the removal of more than 276,000 cubic yards (cy) of vegetative debris and the trimming of 15,235 trees that were damaged from the storm. Neel-Schaffer also provided the LCG with a Debris Management Plan that was approved by FEMA and as a result provided the City with an additional 5% of federal funding.

Section 7

Capacity

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

Our team mobilized more than 250 temporary employees to meet the needs from Hurricane Katrina throughout the Gulf Coast and a similar number following Hurricane Ike and recent winter storms. We had more than enough supervisory staff to oversee the debris monitoring services. Our ability to mobilize, train and supervise hundreds of people in an organized and timely manner is key to our past success at debris removal monitoring and the corresponding recovery of the community.

True North/Neel-Schaffer's success in managing disaster debris removal, in particular Hurricane Ike, Rita and Katrina is a testament to our ability to work effectively in complex situations. We have a highly trained group of professionals who can complete the job in a cost effective manner. Our company values are based on quick response, local hiring, client service, ethical practices, full reimbursement and sensitivity to the environment. Our staff places the utmost importance on accounting procedures and implementing accurate and comprehensive reporting. True North's objective is to achieve full reimbursement for all eligible disaster recovery costs from appropriate federal and state agencies. We currently have two active projects involving approximately 40 personnel. This represents only a very small part of our available monitor and management capability as shown in the graphs below. Current projects include flooded structure demolition in Cedar Rapids, Iowa and beach cleaning in response to the Deepwater Horizon oil spill.

While True North/NSI has extensive debris management experience in Florida and across the eastern half of the country, we are not over committed in the City of Key West area. True North has six existing primary pre-event debris monitoring agreements within 100 miles of The City of Key West. The True North team stands ready to respond to the needs of The City of Key West in the event of a disaster.

Section 8

Attachments

ATTACHMENT A

PROFESSIONAL SERVICES REQUEST FOR PROPOSAL FOR MONITORING OF DEBRIS REMOVAL AND RELATED SERVICES UNIT PRICE PROPOSAL FORM

Proposal costs are inclusive of all related expenses including, but not limited to, contract administration, technical assistance to the City, personnel training and certification, TDMS management, services for security, safety, and associated actions necessary for implementation of debris management monitoring operations by the Proposer as defined in the Contract.

PROPOSAL FROM:

Company: True North Emergency Management, LLC

Address: 512 Main Street, Suite 415

Fort Worth, Texas 76102

Phone/ Fax: 817.870.2422

To furnish all materials, equipment and labor and to perform all work in accordance with the Contract Documents for construction of: **Professional Services for Monitoring of Debris Removal and Related Services**, located at various locations within CITY OF KEY WEST, Florida.

To: *CITY OF KEY WEST
ATTN: CITY CLERK
525 Angela St.
P.O. Box 1409
Key West, FL 33040*

- 1.0 The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into a Contract with CITY in substantially the form as the Contract included in the Proposal Documents to perform all Work and any Additional Services as specified or indicated in the Proposal Documents at the unit prices and within the times indicated in this Proposal and in accordance with the other terms and conditions of the Proposal Documents.
- 2.0 Proposer accepts all of the terms and conditions of the Invitation to Proposal and Instructions to Proposers, including without limitation those dealing with the disposition of Proposal security. The Proposal will remain subject to acceptance for 90 days after the Proposal opening, or for such longer period of time that Proposer may agree to in writing upon request of CITY.
- 3.0 In submitting this Proposal, Proposer represents, as set forth in the Contract, that:
 - A. Proposer has examined and carefully studied the Proposal Documents, the other related data identified in the Proposal Documents, and the following Addenda, receipt of all, which is hereby acknowledged;

Addendum No.	Addendum Date
<u>1</u>	<u>April, 8 2011</u>
<u>2</u>	<u>April, 18, 2011</u>
_____	_____

- B. Proposer has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work;
 - C. Proposer is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work;
 - D. Proposer has correlated the information known to Proposer, including location of the City in relation to any proposed final disposal sites, information and observations for City's Debris Separation/Reduction and Temporary Debris Management Sites obtained from visits to the Site, any reports and drawings identified in the Proposal Documents, and all additional examinations, investigations, and data provided with the Proposal Documents;
 - E. Proposer has given the City written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in the Proposal Documents, and the written resolution thereof by the City is acceptable to Proposer;
 - F. The Proposal Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Proposal is submitted.
- 4.0 Proposer further represents that this Proposal is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false Proposal; Proposer has not solicited or induced any individual or entity to refrain from Proposal; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over City.
- 5.0 Proposer acknowledges that there are no quantities guaranteed, and Unit Cost information is solely for the purpose of comparison of Proposals, and final payment for all Unit Price Proposal items will be based on actual services provided, determined as provided in the Contract Documents.
- 6.0** Proposer acknowledges that all unit costs include any necessary insurance and bonds.

**ADDENDUM 1: REQUEST FOR PROPOSALS: # 008-11
FOR PROFESSIONAL SERVICES FOR MONITORING OF DEBRIS REMOVAL
April 8, 2011**

This addendum is issued as supplemental information to the bid package for clarification of certain matters of both general and a technical nature. The referenced bid package is hereby addended in accordance with the following items:

1. The RFP is in a .pdf file format that is password protected. Can the City release a .pdf file that is not password protected so that proposers may add content directly onto the document using the Typewriter feature, or release a Word file version?
 - A. The CITY's policy is to provide documents in PDF format.

2. Are all respondents to this RFP required to hold a Key West Occupational License prior to contract award, or would it be acceptable to secure that post-award?
 - A. At the time of bid the successful Proposer must demonstrate that he holds, as a minimum, the following licenses and certificates:
 - A valid Occupational License issued by the City of Key West in accordance with
 - Chapter 18 Section 116.
 - License(s) required by State of Florida

3. The City's price table has a column for Staffing Ratio - can we assume that what is needed here is the number of personnel anticipated to be needed to response to the scenario on Attachment B, and that the estimated hours in this table likewise should correspond to this scenario.
 - A. Yes, use the scenario outlined in Attachment B.

4. For comparison purposes, hours and number of positions might be best standardized for each respondent. Staffing levels for monitoring teams fluctuate according to the number of trucks deployed, and our project team is generally scaled to accommodate both the event and our client's requirements and staffing levels vary throughout the course of the response and recovery process. Would the City consider specifying the number of positions and hours to use in this price table, in order to ensure that responses are consistent and comparisons easily made?
 - A. Positions described on page 10 have been identified in the CITY's Debris Management Plan. It is the proposer's responsibility to provide a "plan" to adequately respond to the scenario in Attachment B.

All proposers shall acknowledge receipt and acceptance of this Addendum No. 1 by submitting the addendum with their proposal. Proposals submitted without acknowledgment or without this Addendum may be considered non-responsive.

Signature 

True North Emergency Management, LLC
Name of Business

ADDENDUM 2: REQUEST FOR PROPOSALS: # 008-11
FOR PROFESSIONAL SERVICES FOR MONITORING OF DEBRIS REMOVAL
April 18, 2011

This addendum is issued as supplemental information to the bid package for clarification of certain matters of both general and a technical nature. The referenced bid package is hereby addended in accordance with the following items:

1. Please clarify the City's response to Question #2 found on Addendum #1. Does the City desire proposers to have a Key West occupational license at the time of bid submission (May 4, 2011)?
 - A. City Code does not require a valid Occupational License at time of bid.

2. In regards to Attachment O, does the City desire to see a copy of the proposer's standard contract/language? If not, what does the City expect to receive in response to Attachment O?
 - A. Yes, proposers are to provide a copy of their standard / language contract.

3. What does the City expect to receive in response to Attachment P?
 - A. The proposer is to provide a copy of the RFP as downloaded from their source.

All proposers shall acknowledge receipt and acceptance of this Addendum No. 1 by submitting the addendum with their proposal. Proposals submitted without acknowledgment or without this Addendum may be considered non-responsive.

Signature



True North Emergency Management, LLC
Name of Business

Table A – Unit Price

*Assumptions listed on the following page.

Positions	Staffing Ratio	Hourly Rate	Estimated Hours	Extended Cost
Principal In Charge	.25	\$69.00	132	\$9108.00
Project Manager	1	\$69.00	528	\$36,432.00
Deputy / Operations Manager	0	\$59.00	Handled by Field Supervisor	on a 200,000 CY event
IT Specialist	0	\$55.00	Handled by Data Manager	on a 200,000 CY event
Project Coordinator	0	\$45.00	Handled by Field Supervisor	on a 200,000 CY event
Data Manager	.5	\$49.00	264	\$12,963.00
GIS Analyst	0	\$55.00	Handled by Data Manager	on a 200,000 CY event
Field Supervisor	1	\$49.00	528	\$25,872.00
Debris Site / Tower Monitors	3	\$37.00	1584	\$58,608.00
Collection Monitor	10	\$37.00	5280	\$195,360.00
Citizen Drop Off Site Monitor	1	\$37.00	528	\$19,536.00
Data Entry Clerk/ Clerical	1	\$29.00	528	\$15,312.00
Billing / Invoice Analysts	0	\$39.00	Handled by Data Entry Clerk	on a 200,000 CY event
Billing / Invoice Manager	.25	\$49.00	132	\$6,468.00
FEMA Coordinator / Specialist	.25	\$55.00	132	\$7,260.00
Public Information Support Manager	0	\$55.00	Handled by Project Manager	on a 200,000 CY event
Call Center Staff	0	\$32.00	Handled by Data Entry Clerk	on a 200,000 CY event
Total Estimated Cost				\$386,892.00

Confirmation of Signature of Unit Price Proposal Information

Derrick Tucker
Name of Proposer


Signature of Proposer

Project Manager
Title

7.0 Proposer's Information:

The PROPOSER states that they are an experienced CONTRACTOR, providing Debris Monitoring Services and has completed similar Work within the last five years. This information has been provided on Contractor's Qualifications Statement Attachment D.

8.0 Proposer accepts the provisions of the Contract. If the Proposer takes exception to any of the provisions in the Contract, the Proposer will provide a list of the exceptions under a separate Tab.

9.0 The Proposer is familiar with the terms used in this Proposal and the meanings indicated.

PROPOSAL SUBMITTED on May 4, 2011.

State Contractor License No. 100194146881-021611-M10000004356 . (If applicable)

License Type: Florida Business License

Assumptions:

- FEMA Manual 327 estimates 600 Cubic Yards per day debris removal
- Assume 500 CY debris removal per day on this project due to density and anticipated congestion on the island
- $200,000 \text{ C.Y.} / 500 \text{ C.Y. per day} = 400$ debris hauling crew days
- Assume 40 additional crew days for HHW, white goods and mixed = 440 crew days
- Assume 10 crews working for 44 days at 12 hours per day
- 10 collection monitors, 3 disposal monitors for 2 sites
- Assume 528 base working hours for the project
- Assume no beach debris, marine debris, ROE properties, RACM, demolitions, or other separate debris streams

If Proposer is:
An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

Business address: _____

Phone No: _____ FAX No.: _____

If Proposer is:
A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone No: _____ FAX No: _____

If Proposer is:
A Corporation

Corporation Name: True North Emergency Management, LLC (SEAL)

State of Incorporation: Texas

Type (General Business, Professional, Service, Limited Liability): Limited Liability

By:  _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Derrick Tucker

Title: Project Manager

(CORPORATE SEAL)

Attest: 
(Signature of Corporate Secretary)

Business address: 512 Main Street, Suite 415
Fort Worth, Texas 76102

Phone No: 817.870.2422 FAX No: 817.870.2489

Date of Qualification to do business is August 16, 2010

CORPORATE RESOLUTION

I, Slade F. Exley, hereby certify that I am the duly and qualified Corporate Secretary of Neel Schaffer, Engineers and Planners, Inc., a Mississippi Corporation; that the following is a true and correct copy of a resolution duly adopted by the Executive Committee of the Senior Management Team of said corporation at a Special Meeting of the Executive Committee convened and held in said accordance with the bylaws on the 20th day of April 2011 and that said resolution is now in full force and effect:

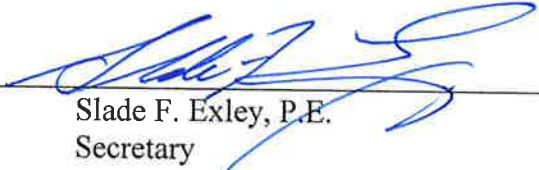
RESOLVED, that True North Emergency Management, LLC, a Texas Corporation and a subsidiary company of Neel Schaffer, Engineers and Planners, Inc., is desirous of submitting a proposal to the City of Key West "For Professional Services for Monitoring of Debris Removal and Related Services".

WHEREAS, such proposals require the signature of a company official empowered to bind the consultant to the provisions of the professional services agreements.

WHEREAS, Derrick P. Tucker, Senior Project Manager of True North Emergency Management, LLC, is responsible for the preparation and management of proposals and professional services agreements for the company.

NOW, THEREFORE, BE IT RESOLVED, that Derrick P. Tucker is hereby authorized and empowered to sign proposals and professional services agreement(s) with the City of Key West related to Professional Services for Monitoring of Debris Removal and Related Services.

IN WITNESS WHEREOF, I have affixed my name as Secretary of said corporation this 20th day of April 2011.



Slade F. Exley, P.E.
Secretary

(CORPORATE SEAL)



Joni J. Boyd
Witness

ATTACHMENT B
PROPOSER'S TECHNICAL APPROACH /
GENERAL OPERATIONS PLAN

A detailed description of how the Proposer would respond to a Hurricane or other event. In the Plan, assume that A Category 2 Hurricane has made landfall on the City of Key West generating the amount of debris described below.

Vegetative Debris	146,000	Cubic Yards
Construction and Demolition Debris	48,000	Cubic Yards
Mixed Debris	6,000	Cubic Yards
White Goods	1,000	Units
House Hold Hazardous Waste	<u>1,000</u>	Pounds
 Total Yards	 200,000	

Proposer's Operations Plan should be very detailed describing:

- Meetings,
- Timeline,
- Equipment to be mobilized,
- Manpower needed,
- Monitoring of collections,
- TMDS operations,
- Demobilization,
- Monitoring site remediation if needed,
- Close out.

Proposer shall include a detailed Safety Plan. Documentation of training for each crewmember must be submitted with the Proposal and updated annually.

Health and Safety Plan
Debris Removal Monitoring Operations
Key West, Florida

Prepared by:



Table of Contents

1. Introduction	3
2. Purpose	4
3. Dissemination of Information	4
4. Compliance	4
5. Job Hazard Assessment	
6. Administrative and Engineering Controls	6
7. Personal Protective Equipment	7
8. PPE Debris Removal Activity	9
9. Inclement Weather Policy	10

Introduction

This document is the necessary tool for ensuring a safe and healthy working environment for True North Emergency Management debris removal monitoring personnel. True North Emergency Management values the requirements set forth by OSHA, the following health and safety plan meets or exceeds all of those requirements.

The following health and safety plan for debris removal monitoring outlines detailed descriptions of general working hazards that are associated with debris removal monitoring. The plan also lists specific requirements that are associated with actual work hazards that personnel will encounter. The specific work hazards include, but are not limited to; heat stress, fatigue, dehydration, and inclement weather.

In conclusion, True North Emergency Management's ultimate goal in providing this detailed health and safety plan is to ensure that all personnel maintain a safe and healthy working environment. In addition, the goal is to ensure that all project personnel stay in compliance with all federal requirements set forth by OSHA, and that all personnel stay accident and injury free for the duration of the project.

Purpose

The purpose of the Health and Safety Plan (HSP) is to insure the health and safety of all workers involved in the debris removal operations. The standards set forth meet or exceed regulations established by OSHA 29 CFR 1910.120, Hazardous Waste Operations and Emergency Response. The health and safety plan will outline the general requirements to insure a safe working environment. In addition, the HSP will outline specific requirements for representative work hazards associated with the debris removal process.

Dissemination of Information

True North Emergency Management requires that all project managers, safety managers, field coordinators, debris monitors, and tower monitors have on their person a copy of the HSP at all times. In addition, the field supervisors will disseminate the information included in the HSP verbally to the debris monitors via daily safety briefings. These briefings will occur each morning at the given work site, and the briefings will be given prior to the beginning of debris removal operations.

Compliance

True North Emergency Management requires that all personnel associated with the monitoring of debris removal comply with all requirements of the HSP. During the monitoring of debris removal operations, personnel that are non-compliant with the requirements set forth in the HSP will result in termination from said project.

Job Hazard Assessment

Job hazards vary greatly from site to site in debris removal operations. In order to maintain a safe working environment for all personnel, each site shall outline specific hazards that the workers will encounter. List specific hazards on the Job Site Safety Analysis worksheet and address verbally at the daily safety briefings. Below are general hazards for specific work activities associated with debris removal operations.

- **Disaster Debris** – Disasters that result in property damage typically generate large quantities of debris that requires collection and transportation for disposal.

The type of debris varies depending on the characteristics of the region (e.g. terrain, climate, dwelling and building types, population, etc.), age and use of structure and the debris-generating event (e.g. type, event strength, duration, etc.). In addition, the disaster debris produces a host of uneven surfaces, which will present slip, trip, and fall hazards. In addition, Regulated Asbestos Containing Material (RACM) may be present within disaster debris. Monitors involved with the removal of RACM will comply with all federal regulations set forth by OSHA: 29 CFR 1926.1101 - Asbestos. - Code of Federal Regulations.

- **Debris Removal** – Often the removal of disaster debris involves working with splintered, sharp edges of vegetative or construction material debris. Many disasters involve heavy rains or flooding. Consequently, disaster debris is damp and heavier than usual. As weights increase, so does the risk of injury. In addition, the hazards of disaster debris removal monitoring include, but are not limited to; struck by or caught in/between vehicles, falls or trips on stairs or uneven surfaces, cuts, abrasions or punctures from vegetative or C&D sharps and struck by falling disaster debris.
- **Traffic Safety** – The ROW is located primarily on publicly maintained roads. As a result, much of the debris removal process takes place in traffic of varying levels of congestion. In addition, disasters often damage road signs, challenging safety on the road. Hazards include but not limited to; being struck by a vehicle that results in injury or death, vehicle crashes that result in automobile damage, injury, or death, tight loading areas that result in congestion of traffic and accidents.
- **Wildlife Awareness** – Disasters are traumatic events for people as well as wildlife. Displaced animals (rodents), reptiles and insects pose a hazard to debris removal monitors. Monitors will be required to avoid wildlife at all costs. Such encounters could result in severe injury or death to both wildlife and human life.
- **Debris Disposal** – After the collection of disaster debris, transportation to a debris management site (DMS) will occur. Upon entry to a DMS, the monitoring firm will assess the volume of disaster debris. The collection vehicle will then dispose of the disaster debris. The DMS is a common area for injury. Monitors in this environment are more likely to experience exposure to falling debris,

heavy construction traffic, high noise levels, dust and airborne particles from the reduction process. Load spotters will watch for hazardous waste and other items that do not belong at the DMS.

- **Climate** – Debris-generating disasters often occur in areas or seasons with extreme weather conditions. The effects of temperature and humidity on monitors will be great, and proper work-rest cycles requirements are as follows:
 - A. <87 Degrees Fahrenheit work unlimited.
 - B. >87 but <93 Degrees Fahrenheit work 50 minutes/rest 10 minutes.
 - C. >93 but <99 Degrees Fahrenheit work 40 minutes/rest 20 minutes.
 - D. >99 but <104 Degrees Fahrenheit work 30 minutes/rest 30 minutes.
 - E. >104 may require suspension of operations.
- **Hydration** – Heat stress causes dehydration. The proper amount of water consumption during work reduces the risk of dehydration greatly. Following are the requirements of water consumption/sport drinks consumption during work: 3-20 oz. bottles of water for each 20 oz. sports drink. Lastly, no energy drinks consumption during work hours.

Administrative and Engineering Controls

The use of administrative and engineering controls can greatly reduce the threats to public health and safety in debris removal activities. Administrative and engineering controls used in the debris removal monitoring process are:

Collection Operations

- Conduct debris removal operations during daylight hours only.
- Limit clean-up operations to one side of the road at a time.
- Limit collection work under overhead lines Work with local power companies to clear fallen lines prior to working in that area.
- Inspect piles before using heavy equipment to ensure that there are no hazardous obstructions.
- Make sure that all collection vehicles have properly functioning lights, horns and back-up alarms, and spotters.
- Load collection vehicles properly and avoid overloading or unbalanced loading.
- Cover and secure loads, if necessary.

- When monitoring the collection process, stay alert in traffic and use safe driving techniques. Also, be aware of surroundings when out of vehicle.
- Watch for hazardous waste, white goods, propane tanks and other hazardous materials.

DMS/Disposal Operations

- Use jersey barriers and cones and properly mark traffic patterns.
- Use proper flagging techniques for directing traffic.
- Monitor towers must not exit into traffic and should have hand and guard rails to reduce trips and falls.
- Monitor towers must have properly constructed access stairways with proper treads and risers and proper ascent angle (4:1 height/width ratio).
- Monitor towers will have jersey barriers around perimeter, which protect the tower and monitors from striking by inbound or outbound collection vehicles.
- Monitor towers should be located upwind from dust- and particulate generating activities.
- A water truck should spray the site as necessary to control airborne dust and debris.

Personal Protective Equipment

Personal Protective Equipment (PPE) is the last resort to providing a safe working environment for workers. PPE does not eliminate or even reduce hazards as administrative and engineering controls do. PPE works to reduce the risk of injury by creating a protective barrier between the individuals and work place hazards.

Proper use of PPE includes using PPE for its intended purpose. For example, using the wrong type of respirator might expose the worker to carcinogenic particulates. Properly fitting the equipment to the user will require examination by a medical professional. PPE that does not fit well will not provide maximum protection and will decrease the likelihood of the individual continuing to use the equipment. In addition, improper use may result in serious injury or death. The proper use of the equipment will comply in detail with the manufacturer's instructions.

The following PPE will be applicable in standard ROW, Right-of-Entry (ROE), and vegetative and construction & demolition debris removal monitoring activities:

- **Head Protection** – Equipment designed to provide protection for an individual’s head against hazards such as falling objects or the possibility of striking one’s head against low hanging objects. PPE used to protect the head must comply with ANSI Z89.1-1986, “American National Standard for Personnel Protection - Protective Headwear for Industrial Workers – Requirements.”
- **Foot Protection** – Equipment designed to provide protection for an individual’s feet and toes against hazards such as falling or rolling objects, objects that may pierce the sole or upper section of the foot, etc. PPE used to protect the feet and toes must comply with ANSI Z-41-1991, “American National Standard for Personal Protection-Protective Footwear.”
- **Hand Protection** – Equipment designed to provide protection for an individual’s hands against hazards such as sharp or abrasive surfaces. The proper hand protection necessary is dependent upon the situation and characteristics of the gloves.
- **Vision/Face Protection** – Equipment designed to provide protection for an individual’s eyes or face against hazards such as flying objects. PPE used to protect eyes and face must comply with ANSI Z87.1-1989, “American National Standard Practice for Occupational and Educational Eye and Face Protection.” Again, the proper eye/face protection necessary is dependent upon the situation and characteristics of the equipment in which the monitor faces exposure.
- **Hearing Protection** – Equipment designed to provide protection for personal hearing against prolonged exposure to high noise levels. According to OSHA, the permissible level of sound is an average of 90 decibels over the course of an eight (8) hour workday. Above the sound exposure level, hearing protection is required. PPE used to protect hearing must comply with ANSI S3.19-1974, “American National Standard Practice for Personal Protection-Hearing Protection.”
- **Respiratory Protection** – Equipment designed to provide protection for an individual’s respiratory system against breathing air contaminated with hazardous gases, vapors, airborne particles, etc. PPE used to the respiratory system must comply with ANSI Z88.2-1992. In addition, the use of respiratory protection

requires a qualitative fit test and in some cases a pulmonary fit test by a licensed medical professional.

PPE Debris Removal Activity

PPE requirements made based upon the results of the job hazards assessment. The following list of PPE is general requirement of debris removal monitoring activity. Specific PPE requirements vary from location to location. In general, individuals involved in the debris removal process should personally monitor water consumption to avoid dehydration and use appropriate skin protection (breathable clothes, light colors, sunscreen, etc.).

Debris Collection Monitoring

The hazards of disaster debris collection monitoring include, but are not limited to: struck by vehicles, falls or trips on uneven surfaces, cuts, abrasions or punctures from vegetative or C&D sharps. PPE requirements include:

- Reflective vest;
- Foot protection (rugged shoes or boots, steel toe and shank if required); and
- Long pants.
- Hard Hat when required.

Debris Disposal Monitoring

The hazards of disaster debris disposal monitoring include, but are not limited to: struck by or caught in/between vehicles, falls or trips on stairs or uneven surfaces, cuts, abrasions or punctures from vegetative or C&D sharps and struck by falling disaster debris. Monitor towers must be equipped with a first aid kit. PPE requirements include:

- Reflective vest;
- Foot protection (rugged shoes or boots, steel toe if required);
- Long pants; and
- Hard Hat when required.

Debris Removal

The hazards of disaster debris removal include, but are not limited to; struck by vehicles, falls or trips on uneven surfaces, cuts, abrasions or punctures from vegetative or C&D sharps and airborne debris. In addition, PPE requirements include:

- Reflective vest;
- Vision and hearing protection;
- Foot protection (rugged shoes or boots, steel toe and shank if required)
- Long pants.

Debris Disposal, Reduction, and Recycling

The hazards of disaster debris disposal, recycling, and reduction include, but are not limited to: struck by or caught in/between vehicles, falls or trips on uneven surfaces, cuts, abrasions or punctures from vegetative or C&D, hazardous waste, sharps, struck by falling disaster debris and airborne particles. PPE requirements include:

- Reflective Vest;
- Foot protection (rugged shoes or boots, steel toe if required);
- Vision and hearing protection;
- Long pants;
- Gloves; and
- Hard Hat when required.

Debris Cutting and Trim Work

The hazards of disaster debris cutting and trimming work include, but are not limited to: struck by or caught in/between vehicles, falls or trips on uneven surfaces, cuts, abrasions or punctures from power tools, vegetative or C&D sharps, struck by falling disaster debris and airborne particles. PPE requirements include:

- Reflective Vest;
- Hand and Foot protection (rugged shoes or boots, steel toe if required);
- Vision and hearing protection
- Long pants; and
- Hard Hat

Inclement Weather Policy

Inclement weather is dangerous and can result in injury or death to debris removal monitors. The following is the evacuation plan for inclement weather:

- Work stoppage after lightning strike within 12 miles of work area. Stoppage will last 20 minutes from last lightning strike. Once 20 minute time limit has expired,

and there has been no lightning detected within 12 miles, work may resume.

Monitors will evacuate to vehicle when lightning is detected.

- During the event of a tornado, monitors will seek shelter at designated locations. If the monitor is unable to reach the shelter and caught outside or in a vehicle, lie flat in a nearby ditch or depression. Do not try to outrun tornado, exit vehicle and seek shelter immediately.
- During the event of flash flooding, do not attempt to cross-flooded roadways. Seek higher ground immediately.



Compliance Solutions

"Today's Training... Tomorrow's Solution"

3980 Quebec St, 2nd Floor Denver, CO 80207-1633 800-711-2706

Student Affiliation:

Neel-Schaffer, Inc

201010160

Certificate of Completion

This is to certify that
Tommy Strickland
has been tested and successfully meets the training requirements for
40-Hour HAZWOPER
29 CFR 1910.120(e)

Presented

Friday, May 21, 2010

Compliance Solutions Occupational Trainers, Inc.

Certificate Number: 754811138

Neval Gupta
Vice President

Jeffrey Kline
President/CEO



Compliance Solutions

"Today's Training... Tomorrow's Solution"

3980 Quebec St, 2nd Floor Denver, CO 80207-1633 800-711-2706

Student Affiliation:

Neel-Schaffer, Inc

201010160

Certificate of Completion

This is to certify that
Derrick Tucker
has been tested and successfully meets the training requirements for
40-Hour HAZWOPER
29 CFR 1910.120(e)

Presented

Friday, May 21, 2010

Compliance Solutions Occupational Trainers, Inc.

Certificate Number: 754811136

Neval Gupta
Vice President

Jeffrey Kline
President/CEO



Compliance Solutions

"Today's Training... Tomorrow's Solution"

3980 Quebec St, 2nd Floor Denver, CO 80207-1633 800-711-2708

Student Affiliation:

Neel-Schaffer, Inc

201010160

Certificate of Completion

This is to certify that

Chris Johnson

has been tested and successfully meets the training requirements for

40-Hour HAZWOPER

29 CFR 1910.120(e)

Presented

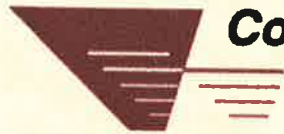
Friday, May 21, 2010

Compliance Solutions Occupational Trainers, Inc.

Certificate Number: 754811144

Neval Gupta
Vice President

Jeffrey Kline
President/CEO



Compliance Solutions

"Today's Training... Tomorrow's Solution"

3980 Quebec St, 2nd Floor Denver, CO 80207-1633 800-711-2706

Student Affiliation:

Neel-Schaffer, Inc

201010160

Certificate of Completion

This is to certify that

Sam Taylor

has been tested and successfully meets the training requirements for

40-Hour HAZWOPER

29 CFR 1910.120(e)

Presented

Friday, May 21, 2010

Compliance Solutions Occupational Trainers, Inc.

Certificate Number: 754810961

Neval Gupta
Vice President

Jeffrey Kline
President/CEO



Compliance Solutions

"Today's Training... Tomorrow's Solution"

3980 Quebec St, 2nd Floor Denver, CO 80207-1633 800-711-2708

*Student Affiliation:
Neel-Schaffer, Inc
201010160*

Certificate of Completion

This is to certify that
Bryan Milling
has been tested and successfully meets the training requirements for
40-Hour HAZWOPER
29 CFR 1910.120(e)

Presented
Friday, May 21, 2010

Compliance Solutions Occupational Trainers, Inc.

Certificate Number: 754811139

Neval Gupta
Vice President

Jeffrey Kline
President/CEO



Compliance Solutions

"Today's Training... Tomorrow's Solution"

3980 Quebec St, 2nd Floor Denver, CO 80207-1633 800-711-2706

Student Affiliation:

Neel-Schaffer, Inc

201010160

Certificate of Completion

This is to certify that

Ron Moxness

has been tested and successfully meets the training requirements for

40-Hour HAZWOPER

29 CFR 1910.120(e)

Presented

Friday, May 21, 2010

Compliance Solutions Occupational Trainers, Inc.

Certificate Number: 754811142

Neval Gupta
Vice President

Jeffrey Kline
President/CEO

ATTACHMENT C

PROPOSER'S QUALIFICATIONS STATEMENT FORM

The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

1. Please describe your company in detail.

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

2. The address of the principal place of business is:

512 Main Street, Suite 415

Fort Worth, TX 76102

3. Company telephone number, fax number and e-mail addresses:

Phone: 817.870.2422 Fax: 817.870.2489

Email: derrick.tucker@neel-schaffer.com Cell: 601.506.3298

Email: nelson.lucius@nee-schaffer.com Cell: 817.201.1912

4. Number of employees:

The employment of True North varies depending on the magnitude of disaster response in progress and often includes several hundred employees.

5. Number of employees or subcontractors to be assigned to this project (per event) and what is capacity?

The True North team will commit the necessary personnel to successfully complete the project to the satisfaction of Key West. We typically hire and train monitors locally to support the local community. We have hired hundreds of monitors to provide debris management and monitoring following past disasters. We have more than 50 personnel experienced in debris management, supervision, data and training of monitors.

6. Company Identification numbers for the Internal Revenue Service:

27-3353823

7. Provide **Occupational License Number (and County)**, if applicable, and expiration date:

To be provided upon selection.

8. How many years has your organization been in business? Does your organization have a specialty?

Neel-Schaffer Engineers and Planners, Inc. has been providing professional services since 1983. Our services include emergency management, debris monitoring, engineering and related services. Our wholly owned subsidiary company, True North Emergency Management, was formed to focus specifically on emergency management with a specialty in debris monitoring and related financial recovery from FEMA, FHWA, FDEM, etc.

9. What is the last project of this nature or magnitude that you have completed? Please provide project description, reference and cost of work completed.

The True North team responded to numerous needs along the upper Texas coast following Hurricane Ike. This response included monitoring of multiple debris streams from municipalities across the region, as well as cleaning of over 50 miles of beaches and 350,000 acres of state waters.

10. Have you ever failed to complete any work awarded to you? If so, where and why?

No

11. Give names, addresses and telephone numbers of three individuals, corporations, agencies, or institutions for which you have previously performed work. List of ALL disaster response contracts performed in the last 5 years, including customer name, total contract amount and yards removed. Use a separate tab if necessary.

11.1.

Name Jeff Suggs, Emergency Management Coordinator, City of La Porte

Address 2963 N. 23rd Street

La Porte, TX 77571

Telephone No. Office: 281-470-0010 Cell: 281-639-9258

11.2.

Name Martha Zottarelli, Legislative Liaison, Policy and Governmental Affairs

Texas General Land Office

Address P.O. Box 12873

Austin, TX 78711-2873

Telephone No. Office: 512.463.6119

11.3.

Name A.J. Holloway, Mayor, City of Biloxi

Address P. O. Box 429

Biloxi, MS 39533

Telephone No. Office: 228.435.6254

A list of all disaster response contracts in the past 5 years, including related information, is included in Section 2

12. List the following information concerning all contracts **in progress** as of the date of submission of this bid. (In event of co-venture, list the information for all co-ventures.)

Name of Project	Owner	Value	Contracted Completion Date	% of Completion to Date
Deepwater Horizon Oil Spill	BP	\$2.6 Million	N/A	70%
Cedar Rapids Flood Recovery	City of Cedar Rapids	\$850,000	N/A	80%

(Continue list on insert sheet, if necessary.)

13. Has the Proposer or Representative inspected the proposed project site and does the Bidder have a complete plan for performance of disaster response services?
Yes, we have visited sites and have developed a plan for disaster debris monitoring services for the City of Key West.

14. Provide list of subcontractor(s), the work to be performed and also a list of major materials suppliers for this Project?

Sub Contractor Name	Address	Work to be Performed
Early Alert	722 SW Pine Tree Lane Palm City, FL 34990	Situational Awareness (As Needed)
Adjusters International	3300 N. Federal Highway, Suite 275 Fort Lauderdale, Florida 33306	Financial Recovery (As Needed)

(Continue list on insert sheet, if necessary)

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the City Manager.

15. What equipment do you own that is available for the work?

PROVIDE LIST IN ATTACHMENT

16. What equipment will you purchase for the proposed work?

(Continue list on insert sheet, if necessary)

If the size of the project is beyond the equipment we have on hand, we will purchase additional equipment as needed to supply monitors with adequate reserve backup equipment. We review the equipment on hand prior to hurricane season to ensure adequate supplies of routine monitoring and safety equipment.

18. What equipment will you rent for the proposed work?

(Continue list on insert sheet, if necessary)

True North normally purchases all equipment, but under some circumstances we may elect to rent certain equipment such as computers, boats or cars.

19. State the names of the proposed project team and include resumes, and give details of his or her qualifications and experience in managing similar work.

(Continue list on insert sheet, if necessary)

All details and resumes listed in Section 3.

20. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)

True North Emergency Management, LLC

Nelson Lucius - Manager

Slade Exley - Secretary

20.1 The correct name of the Proposer is:
True North Emergency Management, LLC

20.2 Insurance

20.2. The business is a (Sole Proprietorship) (Partnership) (Corporation).

Corporation

20.3 The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

SUBMITTED BY:

[Signature]
SIGNATURE

Derrick Tucker/ Project Manager
PRINT NAME/ TITLE

STATE OF FLORIDA) TEXAS
COUNTY OF TARRANT) SS.

The foregoing instrument was acknowledged before me this 3RD day of MAY, 2011, by Derrick Tucker who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this 3RD day of MAY, 2011.
(NOTARY SEAL)

[Signature]
(Signature of person taking acknowledgment)



ATTACHMENT D

PROPOSER'S MOST CURRENT FINANCIAL STATEMENT

NEEL-SCHAFFER, INC.
AUDITED FINANCIAL STATEMENTS
DECEMBER 31, 2009 AND 2008

CONTENTS

Independent Auditors' Report	2
Balance Sheets	3-4
Statements of Operations and Retained Earnings	5
Statements of Cash Flows	6-7
Notes to Financial Statements	8-15

R. M. Kelley & Associates, PLLC
Certified Public Accountants
P. O. Box 37
Stewart, Ms 39767
Telephone: 662.262.4524
Fax: 662.262.7919

INDEPENDENT AUDITORS' REPORT

Board of Directors
Neel-Schaffer, Inc.
Jackson, Mississippi

We have audited the accompanying balance sheets of Neel-Schaffer, Inc. as of December 31, 2009 and 2008, and the related statements of operations and retained earnings, and cash flows for the years then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Neel-Schaffer, Inc. as of December 31, 2009 and 2008, and the results of its operations and its cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America.

May 28, 2010



NEEL-SCHAFFER, INC.
Balance Sheets
December 31, 2009 and 2008

ASSETS

	<u>2009</u>	<u>2008</u>
Current Assets		
Cash	\$ 85,360	\$ 56,275
Fees receivable, less allowance for uncollectible fees of \$558,611 in 2009 and \$609,000 in 2008	13,144,835	15,004,043
Unbilled work-in-progress	3,281,896	3,775,832
Employee receivable - current	2,852	1,100
Prepaid expenses and advance	841,089	809,681
Deferred income tax benefit	481,363	-
Due from officers	12,988	52,318
Due from related parties	3,448,645	3,325,401
	21,299,028	23,024,650
Property and Equipment		
Office equipment and furniture	3,699,974	3,550,107
Transportation equipment	467,017	463,271
Survey equipment	115,815	114,638
Buildings	597,868	537,981
Leasehold improvements	204,990	181,466
	5,085,664	4,847,463
Less allowance for depreciation	3,921,418	3,634,514
	1,164,246	1,212,949
Other Assets		
Cash surrender value of life insurance	235,164	235,164
Deposits	101,429	64,344
Investments	19,664	19,664
	356,257	319,172
Total Assets	\$ 22,819,531	\$ 24,556,771

See accompanying notes to financial statements.

LIABILITIES AND STOCKHOLDER'S EQUITY

	<u>2009</u>	<u>2008</u>
Current Liabilities		
Book overdraft in bank accounts	\$ 596,755	\$ 380,097
Notes payable	1,390,338	2,443,138
Current portion of long-term debt	45,180	351,371
Accounts payable	2,483,146	3,892,789
Accrued payroll and annual leave	1,705,169	2,530,502
Other accrued liabilities	478,665	508,971
Deferred income taxes	4,989,408	4,463,617
	11,688,661	14,570,485
Other Liabilities		
Long-term debt, less current portion	283,267	-
Deferred income taxes	211,181	130,061
	12,183,109	14,700,546
Stockholder's Equity		
Common stock, Class A and B, no par value; 11,000 shares of Class A authorized, 10,500 shares issued and outstanding; 10,000 shares of Class B authorized, 2,282 shares issued and outstanding	657,926	657,926
Additional paid-in capital	71,459	71,459
Retained earnings	9,925,198	9,145,001
Treasury stock at cost, 99 shares	(18,161)	(18,161)
	10,636,422	9,856,225
	\$ 22,819,531	\$ 24,556,771

See accompanying notes to financial statements.

NEEL-SCHAFFER, INC.
Statements of Operations and Retained Earnings
December 31, 2009 and 2008

	<u>2009</u>	<u>2008</u>
Gross Fees	\$ 54,967,154	\$ 46,308,462
Deductions from Gross Fees		
Consulting engineers	7,079,048	8,359,233
Travel and subsistence	1,054,547	750,945
Other direct expense	1,505,366	925,948
Total Deductions	<u>9,638,961</u>	<u>10,036,126</u>
Net Fees	45,328,193	36,272,336
Direct Labor	<u>17,947,102</u>	<u>13,425,602</u>
Gross Profit	<u>27,381,091</u>	<u>22,846,734</u>
Overhead Expenses		
Direct expenses	11,817,045	7,785,050
Indirect salaries	5,690,449	5,112,001
Depreciation	317,618	382,798
Interest	63,843	-
Other Overhead	7,719,491	7,329,125
Total Overhead Expenses	<u>25,608,446</u>	<u>20,608,974</u>
Operating Income (Loss)	1,772,645	2,237,760
Other Income (Expense)		
Gain(loss) on disposition of assets	27,548	5,033
Interest income	10,460	-
Miscellaneous income	282	(87,527)
Total Other Income (Expense)	<u>38,290</u>	<u>(82,494)</u>
Income before Income Taxes	<u>1,810,935</u>	<u>2,155,266</u>
Income Tax Provision		
Current	1,002,927	(518,083)
Deferred		1,384,191
Total Income Taxes	<u>1,002,927</u>	<u>866,108</u>
Net Income	808,008	1,289,158
Retained Earnings, beginning of year	9,145,001	7,855,843
Less Dividends paid	(27,811)	-
Retained Earnings, end of year	<u>\$ 9,925,198</u>	<u>\$ 9,145,001</u>

See accompanying notes to financial statements.

NEEL-SCHAFFER, INC.
Statements of Cash Flows
December 31, 2009 and 2008

	<u>2009</u>	<u>2008</u>
Cash Flows from Operating Activities		
Net Income (Loss)	\$ 808,008	\$ 1,289,158
Adjustments to reconcile net income to cash flows from operating activities:		
Depreciation	317,618	382,798
Gain on disposition of assets	(27,548)	(5,033)
Increase in cash surrender value of life insurance	-	(18,770)
(Increase) decrease in:		
Fees receivable	2,417,819	(4,327,977)
Unbilled work-in-progress	493,936	(1,093,152)
Employee receivable - current	(1,752)	(4,450)
Deferred income tax benefit	(446,573)	194,778
Prepaid expenses and advances	(66,198)	(252,497)
Due from officers	39,330	(15,539)
Due from related parties	(681,855)	(119,304)
Increase (decrease) in:		
Book overdraft in bank accounts	216,658	155,283
Accounts payable	(1,409,643)	1,759,532
Accrued payroll and annual leave	(825,333)	418,212
Other accrued liabilities	(30,306)	21,881
Deferred income taxes	606,911	430,552
Net Cash Provided (Used) by Operating Activities	<u>1,411,072</u>	<u>(1,184,528)</u>
Cash Flows from Investing Activities		
Deposits	(37,085)	(19,802)
Proceeds from sale of fixed assets	119,592	13,396
Additions to fixed assets	(360,989)	(609,258)
Dividends paid	(27,781)	-
Net Cash Provided (Used) by Investing Activities	<u>(306,263)</u>	<u>(615,664)</u>

See accompanying notes to financial statements.

NEEL-SCHAFFER, INC.
Statements of Cash Flows - Continued
December 31, 2009 and 2008

	<u>2009</u>	<u>2008</u>
Cash Flows from Financing Activities		
New borrowings		
Short-term	\$ 23,453,315	\$ 24,715,067
Long-term	339,333	-
Debt reduction		
Short-term	(24,857,487)	(23,108,854)
Long-term	<u>(10,885)</u>	<u>(23,831)</u>
Net Cash Provided (Used) by Financing Activities	<u>(1,075,724)</u>	<u>1,582,382</u>
Increase (Decrease) in Cash	29,085	(217,810)
Cash, Beginning of Year	<u>56,275</u>	<u>274,085</u>
Cash, End of Year	<u>\$ 85,360</u>	<u>\$ 56,275</u>
 Supplemental information:		
Interest payments	<u>\$ 57,961</u>	<u>\$ 82,764</u>
Income taxes paid	<u>\$ 1,000,000</u>	<u>\$ 246,875</u>

See accompanying notes to financial statements.

NEEL-SCHAFFER, INC.
Notes to Financial Statements
December 31, 2009 and 2008

NOTE 1 ORGANIZATION AND GENERAL

Neel-Schaffer, Inc. (the Company) was established in 1983. The Company provides engineering, environmental, geotechnical and planning services primarily to businesses and governmental units throughout the southeastern United States. The Company has thirty offices and operates in seven states.

The Company is a wholly owned subsidiary of Neel Schaffer Engineers and Planners, Inc.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The following accounting policies are presented to facilitate the understanding of information presented in the financial statements.

Revenue Recognition

The Company recognizes revenues from professional services performed as billed. Billings are prepared monthly from time records and are based on hourly fees.

Property and Equipment

Property and equipment are stated at cost. Depreciation is provided utilizing the double declining balance method with estimated useful lives of 5 to 7 years. Maintenance and repairs are charged to operations as incurred.

Cash and Cash Equivalents

For purposes of balance sheet presentation and reporting of cash flows, the Company considers all unrestricted demand deposits and money market funds to be cash and cash equivalents.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Concentration of Risk

The Company maintains cash in demand deposit accounts with federally insured banks. At times, the balances in these accounts may be in excess of federally insured limits.

The Company extends credit to its customers, including governmental agencies and private businesses, in the normal course of operations. A provision for doubtful accounts has been estimated, based on management's experience.

NEEL-SCHAFFER, INC.
Notes to Financial Statements
December 31, 2009 and 2008

NOTE 2 **SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED**

The Company does not believe that it is exposed to any significant credit risk in connection with cash or the extension of credit to its customers.

Income Taxes

Income taxes are provided for the tax effects of transactions reported in the financial statements and consist of taxes currently due and deferred taxes. Deferred taxes represent income taxes on income and expense included in the financial statements, which will not be reported as taxable income or expense until future periods. Deferred tax liability amounts are recognized for the future tax liabilities attributable to differences between the financial statement income or loss and income or loss for tax purposes. Deferred tax liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which the differences are expected to be settled.

The differences between tax and financial reporting are the result of reporting taxable income on the cash basis for tax purposes and the accrual basis for financial statement purposes.

NOTE 3 **NOTES PAYABLE – BANK LINE OF CREDIT**

At December 31, 2009 the Company had a \$5,000,000 line of credit, at Regions Bank, bearing interest at a floating rate equal to the 30 day LIBOR (London Interbank Offered Rate), adjusted every thirty days, plus 3.20%, with a 3.25% interest floor, secured by accounts receivable. The rate at December 31, 2009 was 3.4%. Borrowings on the line of credit at December 31, 2009 were \$1,014,733. This line of credit expires at September 29, 2010. At December 31, 2008 the company had a \$4,000,000 line of credit, at Regions Bank, bearing interest at Regions Bank's prime rate, less one quarter percent. The rate at December 31, 2008 was 3.0%. Borrowings on the line of credit at December 31, 2008 were \$2,090,448. The line of credit expires September 29, 2010.

At December, 31, 2009, the company had a \$100,000 line of credit at Regions Bank, bearing interest at a floating rate equal to the 30 day LIBOR (London Interbank Offered Rate), adjusted every thirty days, plus 3.20%, with a 3.25% interest floor, secured by accounts receivable. The rate at December 31, 2009 was 4.0%. Borrowings on the line of credit at December 31, 2009 were \$27,765. The line of credit expires at September 29, 2010.

At December 31, 2009, the Company had a \$2,500,000 line of credit, at Trustmark National Bank, bearing interest at Trustmark prime rate less one quarter percent; subject to an interest rate floor of 4.0%, secured by accounts receivable. Borrowings on the line at December 31, 2009 were \$0. The line of credit expires July 5, 2010.

NEEL-SCHAFFER, INC.
Notes to Financial Statements
December 31, 2009 and 2008

NOTE 3 **NOTES PAYABLE – BANK LINE OF CREDIT - CONTINUED**

At December 31, 2009, the Company had a installment note for the financing of insurance premiums, bearing interest at 3.65%, secured by unearned premiums. The maturity date of the note is October 15, 2010. The principal balance at December 31, 2009 was \$347,839 and at December 31, 2008 was \$352,690.

NOTE 4 **LONG-TERM DEBT**

At December 31, 2009 and 2008, the Company was obligated for long-term debt as follows:

	<u>2009</u>	<u>2008</u>
Note payable to a bank, secured by real estate, with interest at 6.00%, due 6/26/12	\$ 328,447	\$ 351,371
Less current maturities	<u>45,180</u>	<u>351,371</u>
	<u>\$ 283,267</u>	<u>\$ -</u>

NOTE 5 **RELATED PARTY TRANSACTIONS**

Neel-Schaffer, Inc., Maptech, Inc., Engineers Constructors, Inc. and Soiltech, Inc. are wholly owned subsidiaries of Neel Schaffer Engineers and Planners, Inc. These sister corporations provide various surveying, geotechnical and engineering services to each other and bills for these services. During 2009 and 2008, Neel-Schaffer, Inc. incurred expenses as follows:

	<u>2009</u>	<u>2008</u>
Maptech, Inc.	\$ 1,127,667	\$ 1,523,041
Soiltech, Inc.	681,158	773,837

Balances due from related parties as of December 31, 2009 and 2008 are:

Balances due as a result of expenditures incurred
on behalf of, or advances to, Neel-Schaffer, Inc.

	<u>2009</u>	<u>2008</u>
Neel Schaffer Engineers and Planners, Inc.	\$2,064,653	1,448,275
Engineers Constructors, Inc.	71,917	122,418
Soiltech Consultants, Inc.	(686,260)	(383,542)
Maptech, Inc.	1,496,452	1,566,172
Matrix Properties, LLC	-	60,261
Sweetbriar Development, LLC	-	19,965
NSE&P Properties, LLC	<u>501,883</u>	<u>491,852</u>
	<u>\$3,448,645</u>	<u>\$3,325,401</u>

NEEL-SCHAFFER, INC.
Notes to Financial Statements
December 31, 2009 and 2008

NOTE 5 **RELATED PARTY TRANSACTIONS - CONTINUED**

	<u>2009</u>	<u>2008</u>
Balance due to Maptech, Inc. and Soiltech Consultants, Inc. included in accounts payable for surveying and geotechnical services provided	<u>\$ 364,501</u>	<u>\$ 987,836</u>
Balance receivable from related parties included in accounts receivable for services provided	<u>\$ 558,611</u>	<u>\$ -</u>

Neel-Schaffer, Inc. is guarantor on notes payable to a bank by Maptech, Inc. at December 31, 2009 and 2008 as follows:

Installment notes on Equipment	\$ -	\$ 13,587
Lines of credit of \$750,000 and \$750,000 Respectively, – Draws at December 31	<u>421,580</u>	<u>46,409</u>
	<u>\$ 421,580</u>	<u>\$ 59,996</u>

The Company was also guarantor on lines of credit from a bank to Engineers Constructors, Inc. and Soiltech Consultants, Inc. as of December 31, 2008 in the amount of \$100,000 each. The balances on each of these lines of credit were \$0 at December 31, 2008. No lines of credit or guaranties exist at December 31, 2009.

At December 31, 2009 and 2008, the Company was guarantor of a note payable by Engineers Constructors, Inc. to a bank in the amount of \$1,327,694 and \$1,369,106 at December 31, 2009 and 2008 respectfully. This note is secured by real estate owned by Engineers Constructors, Inc.

At December 31, 2008, the Company was a guarantor of a note payable by Sweetbriar Development, LLC to a bank in the amount of \$1,516,533. This note is secured by land and improvements owned by Sweetbriar Development, LLC. Sweetbriar Development, LLC is owned sixty percent (60%) by Matrix, LLC, which is owned one hundred percent (100%) by Neel Schaffer Engineers and Planners, Inc., the parent company of Neel-Schaffer, Inc. No such guaranty exists at December 31, 2009.

NEEL-SCHAFFER, INC.
Notes to Financial Statements
December 31, 2009 and 2008

NOTE 6 **INVESTMENTS**

The investments held by the Company consist of 50% ownership interests in WEI/NSI, a Mississippi Limited Liability Company, Mississippi Engineering Group, also a Mississippi Limited Liability Company, Garver/Neel-Schaffer Joint Venture, Mid-South Consultants Joint Venture, American Bridge/WCG Joint Venture and CH2M Hill G&R PTR Joint Venture. The investments are accounted for on the equity method.

NOTE 7 **INCOME TAX**

The Company and its sister corporations files tax returns in the U.S. federal jurisdiction as part of the consolidated federal tax return of its parent company, Neel Schaffer Engineers & Planners, Inc. and individually in various states.

The Company adopted the provisions of ASC 740-10 effective January 1, 2009. ASC 740-10 (formerly FIN 48, *Accounting for Uncertainty in Income Taxes*) clarifies the accounting and recognition for income tax positions taken or expected to be taken in the Company's income tax returns. The adoption of this standard had no impact on the Company's financial statements.

Prior to the adoption of ASC 740-10, the Company evaluated its uncertain tax positions under the provisions of FASB Statement 5, *Accounting for Contingencies* (ASC 450), whereby loss contingencies were recognized in the financial statements when it was probable that a liability had been incurred as of the date of the financial statements and the amount of the loss could be reasonable estimated.

The Company's income tax filings are subject to audit by various taxing authorities. As of the date of the financial statements the Company has had no notice from these taxing authorities of any pending examinations for tax years that are open for examination. With limited exceptions, the Company is no longer subject to U.S. federal or state income tax examinations by tax authorities for years before 2006.

NOTE 8 **INCOME TAX EXPENSE**

Income tax expense (benefit) for the years ended December 31, 2009 and 2008 consists of the following:

	<u>2009</u>	<u>2008</u>
Current		
Federal	\$ 497,882	\$ (453,323)
State	71,126	(64,760)
Total current income tax expense (benefit)	<u>569,008</u>	<u>(518,083)</u>

NEEL-SCHAFFER, INC.
Notes to Financial Statements
December 31, 2009 and 2008

NOTE 8 **INCOME TAX EXPENSE - CONTINUED**

	<u>2009</u>	<u>2008</u>
Deferred		
Federal	379,681	1,211,161
State	<u>54,238</u>	<u>173,030</u>
Total deferred income tax expense (benefit)	<u>433,919</u>	<u>1,384,191</u>
 Income tax expense charged to operations	 <u>\$1,022,927</u>	 <u>\$ 866,108</u>
 Income tax expense is reconciled to federal statutory rates as follows:		
 Federal tax expense (benefit) at statutory rates	 \$ 844,563	 \$ 756,875
State income tax, net of federal benefits	<u>158,366</u>	<u>109,233</u>
 Income tax expense charged to operations	 <u>\$1,022,927</u>	 <u>\$ 866,108</u>
 The tax effects on temporary differences that give rise to significant portions of deferred tax liabilities consist of:		
 Difference in income on cash basis for tax purposes and accrual basis for financial reporting	 \$12,473,521	 \$12,672,990
 Contribution carry forward	 39,693	 (143,955)
Depreciation	<u>527,953</u>	<u>325,153</u>
	 <u>\$13,041,167</u>	 <u>\$12,584,188</u>

As of December 31, 2009, the company had \$338,653 in Federal tax credits available which expire in the year 2023 if unused.

NOTE 9 **RETIREMENT PLAN**

The Company has a Profit Sharing 401(k) plan for qualifying employees with a matching contribution to the plan equal to 50% of the individual elective deferral not to exceed a match of elective deferrals in excess of 6% of compensation. Total matching contributions to the plan for the years ended December 31, 2009 and 2008 were \$579,240 and \$469,652 and respectively, and are included in direct expenses. In 2009, the Company made a Profit Sharing contribution for all qualifying employees of \$422,777 and is included in direct expense.

NEEL-SCHAFFER, INC.
Notes to Financial Statements
December 31, 2009 and 2008

NOTE 10 **LEASES**

The Company leases office space, equipment and vehicles under operating leases expiring in the year 2014. Annual rent expense under such operating leases for the years ended December 31, 2009 and 2008 amounted to \$2,061,121 and \$2,205,841 respectively.

At December 31, 2009, future minimum lease payments were as follows:

<u>Year Ended</u> <u>December 31</u>	
2010	\$2,508,944
2011	1,539,259
2012	751,207
2013	472,955
2014	265,647

NOTE 11 **LITIGATION**

A third party suit was filed against Neel-Schaffer, Inc. in the Circuit Court of Forrest County, Mississippi. The claim was for contractual indemnity for project delay damages and additional project cost on a bridge design project. The Company denies any responsibility for what amounts to a construction delay claim and vigorously defended the claim. On May 16, 2008 the jury found on behalf of the plaintiff. Neel Schaffer has paid its deductible as of December 31, 2007.

A suit has been filed against Neel-Schaffer, Inc. in Desoto County Florida claiming design problems on a landfill project. This suit is a countersuit. The Company had previously filed suit against the client for nonpayment of fees. The Company has received and has responded to requests. The matter was mediated and settled on December 7, 2008. Subsequent to this date, a countersuit has been filed claiming that the Company failed to complete certain design drawings. No formal demand for damages has been made. The Company plans, if a suit is filed, to vigorously defend itself against the claim.

A suit has been filed against Neel-Schaffer, Inc. in the Circuit Court of Harrison County, MS, First Judicial District. The lawsuit did not make any specific claims, only that the Company breached their contract which caused delays and additional cost. The Company plans to respond to the complaint. The Company plans to defend itself against the claims.

NEEL-SCHAFFER, INC.
Notes to Financial Statements
December 31, 2009 and 2008

NOTE 11 LITIGATION – CONTINUED

A suit has been filed against Neel-Schaffer, Inc. in Louisiana regarding a claim that certain design deficiencies at an intersection in the City of Baton Rouge, Louisiana caused a vehicle collision. The Company was added to this suit already filed against the State of Louisiana Department of Transportation and Development and the Parish of East Baton Rouge as defendants. The Company has been appointed counsel by their insurance company and is responding to the petition for damages.

ATTACHMENT E

LIST OF AVAILABLE EQUIPMENT AND FACILITIES

(Including Location)

(List may also be attached.)

EQUIPMENT	TYPE	QUANTITY
Equipment available to the True North team is listed on the following page.		

True North owns from past projects, a large collection of digital cameras, GPS units, production equipment, and safety equipment including hard hats, safety glasses, reflective vests, respirators, etc. We also have safety equipment for marine operations, such as life vests, flares, whistles, etc. Monitors will provide automobiles and cell phones. We have supplies of blank load tickets and other necessary forms and documents. True North owns hardware and software to implement an electronic load ticketing system, if desired by the City of Key West.

Equipment List

Equipment	Type	Quantity	Location
Access Point for Air card	Cradle point CTR350	3	True North Biloxi
Air card	Qualcomm 3G	2	True North Biloxi
Clipboards	4004 9"x 12"-1/2"	50	True North Biloxi
Color Laser Printers	HP Color Smart	3	True North Biloxi
Debris, Tree, & Truck Tickets	Carbonless	2000	True North Biloxi
Generator	Honda S2000i	1	True North Biloxi
Hard Hats	Yellow	25	True North Biloxi
Laptop Computers/ Microsoft Office	Toshiba	8	True North Biloxi
Portable High-speed Scanners	Scan Snap S1500	2	True North Biloxi
Safety Vest	DOT approved Orange	50	True North Biloxi
Wireless Router	Linksys WRT54G	5	True North Biloxi
Handheld GPS	eTrex Legend	75	True North Biloxi
Weather resistant camera	Sealife Reefmaster Mini	20	True North Biloxi

ATTACHMENT F

STATEMENT THAT PROPOSER IS FAMILIAR CITY'S TDMS SITES

SUMMARY OF LOCATIONS FOR TEMPORARY DEBRIS STORAGE AND REDUCTION SITES

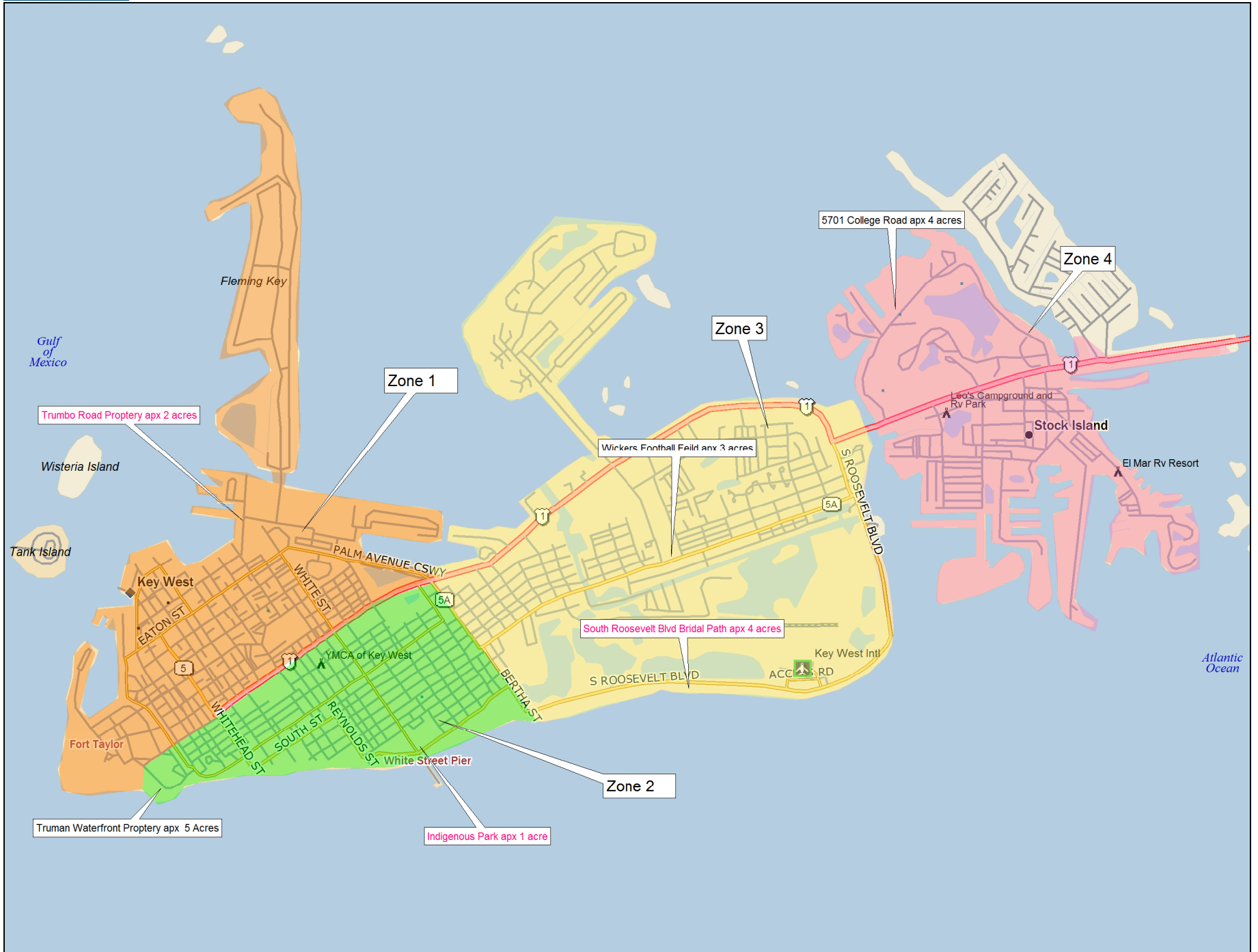
PRIMARY SITES *(debris storage and reduction):*

1. Truman Waterfront Property approximately 5 acres
2. 5701 College Road approximately 4 acres
3. Wickers Football Field approximately 3 acres

SECONDARY SITES *(debris storage only):*

1. Trumbo Road Property approximately 2 acres
2. Indigenous Park approximately 1 acre
3. South Roosevelt Boulevard Bridal Path approximately 4 acres

*The True North Team is familiar with the City of Key West's TDMS sites. A map is available on the following page.



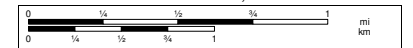
Data use subject to license.

© DeLorme. DeLorme Street Atlas USA® 2009.

www.delorme.com



Scale 1 : 40,625



1" = 3,385.4 ft

Data Zoom 12-3

ATTACHMENT G

DESCRIPTION OF AND SAMPLE OF PROPOSER'S TICKETS AND FORMS

- Sample Load Ticket
- Sample Truck Capacity Certification Form
- Sample Force Labor Ticket
- Description and Print Screens of Proposers Ticket Tracking Data Base

LOAD TICKET		ROE:	ROW
TICKET NUMBER:		Nº 808061	
PRIME CONTRACTOR:		CROWDER	
SUB CONTRACTOR:			
DATE:		2-28-09	
DEBRIS QUANTITY			
Truck No:		Capacity (CY):	
CD 160		72	
Load Rating (cy, tons, %): 95			
Truck Driver Printed Name:		Truck Driver Signature:	
Paul Blankinship		[Signature]	
DEBRIS CLASSIFICATION			
Vegetative		Electronics	
<input checked="" type="checkbox"/> C/D		White Goods	
Demolition		Other:	
Concrete			
LOCATION: Bayside / Carlisle			
Zone/Section:		Dumpsite:	
7		Green Belt #3	
		Time	
Loading		3:41	
Dumping		7:00	
		Contract Monitor	
		S. Hebert 4126	
		L. Durbin 4170	
LA. Porte			

pre/dae

Truck Certification Worksheet

Truck #		License Plate #	Project
---------	--	-----------------	---------

Calculated By

Checked By

Name (Print)		Name (Print)	
Name (Signature)		Name (Signature)	
Date		Date	

ADDITIONS

Deductions

<table style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Section A</th> </tr> <tr><td>Length</td><td style="text-align: center;">.</td></tr> <tr><td>Width</td><td style="text-align: center;">.</td></tr> <tr><td>Height</td><td style="text-align: center;">.</td></tr> <tr><td>L x W x H</td><td style="text-align: center;">. / 27</td></tr> </table> <table style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Section B</th> </tr> <tr><td>Length</td><td style="text-align: center;">.</td></tr> <tr><td>Width</td><td style="text-align: center;">.</td></tr> <tr><td>Height</td><td style="text-align: center;">.</td></tr> <tr><td>L x W x H</td><td style="text-align: center;">. / 27</td></tr> </table> <table style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Section C</th> </tr> <tr><td>Length</td><td style="text-align: center;">.</td></tr> <tr><td>Width</td><td style="text-align: center;">.</td></tr> <tr><td>Height</td><td style="text-align: center;">.</td></tr> <tr><td>L x W x H</td><td style="text-align: center;">. / 27</td></tr> </table> <table style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Section D</th> </tr> <tr><td>Length</td><td style="text-align: center;">.</td></tr> <tr><td>Width</td><td style="text-align: center;">.</td></tr> <tr><td>Height</td><td style="text-align: center;">.</td></tr> <tr><td>L x W x H</td><td style="text-align: center;">. / 27</td></tr> </table> <table style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Section E</th> </tr> <tr><td>Length</td><td style="text-align: center;">.</td></tr> <tr><td>Width</td><td style="text-align: center;">.</td></tr> <tr><td>Height</td><td style="text-align: center;">.</td></tr> <tr><td>L x W x H</td><td style="text-align: center;">. / 27</td></tr> </table> <table style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Section F</th> </tr> <tr><td>Length</td><td style="text-align: center;">.</td></tr> <tr><td>Width</td><td style="text-align: center;">.</td></tr> <tr><td>Height</td><td style="text-align: center;">.</td></tr> <tr><td>L x W x H</td><td style="text-align: center;">. / 27</td></tr> </table> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Total Additions (1)</td> <td style="width: 50px;"></td> </tr> <tr> <td style="text-align: center;">Total Deductions (2)</td> <td></td> </tr> <tr> <td style="text-align: center;">Grand Total (1-2)</td> <td></td> </tr> </table>	Section A		Length	.	Width	.	Height	.	L x W x H	. / 27	Section B		Length	.	Width	.	Height	.	L x W x H	. / 27	Section C		Length	.	Width	.	Height	.	L x W x H	. / 27	Section D		Length	.	Width	.	Height	.	L x W x H	. / 27	Section E		Length	.	Width	.	Height	.	L x W x H	. / 27	Section F		Length	.	Width	.	Height	.	L x W x H	. / 27	Total Additions (1)		Total Deductions (2)		Grand Total (1-2)		<table style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Section G</th> </tr> <tr><td>Length</td><td style="text-align: center;">.</td></tr> <tr><td>Width</td><td style="text-align: center;">.</td></tr> <tr><td>Height</td><td style="text-align: center;">.</td></tr> <tr><td>L x W x H</td><td style="text-align: center;">. / 27</td></tr> </table> <table style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Section H</th> </tr> <tr><td>Length</td><td style="text-align: center;">.</td></tr> <tr><td>Width</td><td style="text-align: center;">.</td></tr> <tr><td>Height</td><td style="text-align: center;">.</td></tr> <tr><td>L x W x H</td><td style="text-align: center;">. / 27</td></tr> </table> <table style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">Section I</th> </tr> <tr><td>Length</td><td style="text-align: center;">.</td></tr> <tr><td>Width</td><td style="text-align: center;">.</td></tr> <tr><td>Height</td><td style="text-align: center;">.</td></tr> <tr><td>L x W x H</td><td style="text-align: center;">. / 27</td></tr> </table> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Total Deductions</td> <td style="width: 50px;"></td> </tr> </table> <div style="border-left: 1px solid black; border-right: 1px solid black; border-bottom: 1px solid black; height: 100px; margin-top: 10px;"></div> <div style="border-left: 1px solid black; border-right: 1px solid black; border-bottom: 1px solid black; height: 20px; margin-top: 10px;"></div>	Section G		Length	.	Width	.	Height	.	L x W x H	. / 27	Section H		Length	.	Width	.	Height	.	L x W x H	. / 27	Section I		Length	.	Width	.	Height	.	L x W x H	. / 27	Total Deductions	
Section A																																																																																																			
Length	.																																																																																																		
Width	.																																																																																																		
Height	.																																																																																																		
L x W x H	. / 27																																																																																																		
Section B																																																																																																			
Length	.																																																																																																		
Width	.																																																																																																		
Height	.																																																																																																		
L x W x H	. / 27																																																																																																		
Section C																																																																																																			
Length	.																																																																																																		
Width	.																																																																																																		
Height	.																																																																																																		
L x W x H	. / 27																																																																																																		
Section D																																																																																																			
Length	.																																																																																																		
Width	.																																																																																																		
Height	.																																																																																																		
L x W x H	. / 27																																																																																																		
Section E																																																																																																			
Length	.																																																																																																		
Width	.																																																																																																		
Height	.																																																																																																		
L x W x H	. / 27																																																																																																		
Section F																																																																																																			
Length	.																																																																																																		
Width	.																																																																																																		
Height	.																																																																																																		
L x W x H	. / 27																																																																																																		
Total Additions (1)																																																																																																			
Total Deductions (2)																																																																																																			
Grand Total (1-2)																																																																																																			
Section G																																																																																																			
Length	.																																																																																																		
Width	.																																																																																																		
Height	.																																																																																																		
L x W x H	. / 27																																																																																																		
Section H																																																																																																			
Length	.																																																																																																		
Width	.																																																																																																		
Height	.																																																																																																		
L x W x H	. / 27																																																																																																		
Section I																																																																																																			
Length	.																																																																																																		
Width	.																																																																																																		
Height	.																																																																																																		
L x W x H	. / 27																																																																																																		
Total Deductions																																																																																																			

Database Reporting

Data Administration - All load tickets and debris site data will be entered into True North's data management system daily. Our data management system really proves its value on complex projects. Managing ROW vegetative and C&D debris is relatively simple. Tracking numerous communications, types of debris, and inspections for each individual right of entry (ROE) property requires a well designed data base system, and should not be developed "on the fly" in the event of a catastrophic disaster involving potentially hundreds of thousands of ROEs. We can also utilize electronic ticketing if requested.

The process of daily ticket entry by individuals knowledgeable of both this project and debris removal in general, provides a valuable check on reasonableness of load tickets and activities. For example, if significant C&D debris is observed from addresses in a light damage area, the clerk will ask a supervisor to verify. We have caught many potential problems quickly on past projects, when an observant data entry clerk recognized something that "just didn't seem quite right."

Many cross-checks are also built into our proprietary data system, which shows caution flags when unexpected parameters are detected. Examples of data base "flags" could be short turn-around of a hauling unit, discrepancy on capacity, or high loads per day. The True North Team's data management system can be organized and sorted by many different factors to generate very informative reports. We will work with the City of Key West to develop an automatic daily report format to meet your information needs. We can also generate custom reports from the data base to provide the City of Key West with a wide range of project information. This reporting will be valuable in determining the need for additional passes, new programs, modifications to the scope of the project, etc.

GPS coordinates are recorded and digital photographs are taken to document critical activities including all unit price tree removals, to meet FEMA and FHWA requirements. Sample photographs are taken on all aspects of the project. We are prepared to shoot, file and store additional photographs and GPS coordinates, as requested by the City.

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

CITY OF SHORE ACRES										CHECKS			
DEBRIS REMOVAL CONTRACT													
WHITE GOODS													
Friday, October 17, 2008													
DEBRIS REMOVAL													
LOG DAY	SITE	CONTRACTOR	TICKET #	TRUCK #	TYPE	STREET #	STREET	EMPLOYEE #	EMPLOYEE NAME	FREON	OIL	LAWN	
304	TOTAL WHITE GOODS												
176	FREON UNITS												
61	OIL UNITS												
67	LAWN UNITS												
0	Voids												
0	NON POSTED UNITS												
29	17-Oct	DEVONSHIRE	BAMACO	41451	B-003	FREON	208	BAYWAY	4130	L, Burbridge	1	0	0
30	17-Oct	DEVONSHIRE	BAMACO	41452	B-003	FREON	208	BAYWAY	4130	L, Burbridge	1	0	0
31	17-Oct	DEVONSHIRE	BAMACO	41453	B-003	LAWN	200	BAYWOOD	4130	L, Burbridge	0	0	1
32	17-Oct	DEVONSHIRE	BAMACO	41454	B-003	FREON	200	BAYWOOD	4130	L, Burbridge	1	0	0
33	17-Oct	DEVONSHIRE	BAMACO	41455	B-003	LAWN	125	SHADELAWN	4130	L, Burbridge	0	0	1
55	17-Oct	DEVONSHIRE	BAMACO	41456	B-001	FREON	3414	MIRA MAR	4130	L, Burbridge	1	0	0
56	17-Oct	DEVONSHIRE	BAMACO	41457	B-001	OIL	518	FOREST AVE	4130	L, Burbridge	0	1	0
69	17-Oct	DEVONSHIRE	BAMACO	41458	B-002	FREON	518	FOREST AVE	4130	L, Burbridge	1	0	0
70	17-Oct	DEVONSHIRE	BAMACO	41459	B-002	LAWN	507	FOREST AVE	4130	L, Burbridge	0	0	1
71	17-Oct	DEVONSHIRE	BAMACO	41460	B-002	FREON	507	FOREST AVE	4130	L, Burbridge	1	0	0
72	17-Oct	DEVONSHIRE	BAMACO	41461	B-002	FREON	507	FOREST AVE	4130	L, Burbridge	1	0	0
73	17-Oct	DEVONSHIRE	BAMACO	41462	B-002	FREON	507	FOREST AVE	4130	L, Burbridge	1	0	0
74	17-Oct	DEVONSHIRE	BAMACO	41463	B-002	FREON	507	FOREST AVE	4130	L, Burbridge	1	0	0
75	17-Oct	DEVONSHIRE	BAMACO	41464	B-002	LAWN	507	FOREST AVE	4130	L, Burbridge	0	0	1
118	17-Oct	DEVONSHIRE	BAMACO	41465	B-003	FREON		THE PARK CIRCLE	4130	L, Burbridge	1	0	0
119	17-Oct	DEVONSHIRE	BAMACO	41466	B-003	FREON		THE PARK CIRCLE	4130	L, Burbridge	1	0	0
120	17-Oct	DEVONSHIRE	BAMACO	41467	B-003	LAWN	519	OAK DALE	4130	L, Burbridge	0	0	1
121	17-Oct	DEVONSHIRE	BAMACO	41468	B-003	FREON	519	OAK DALE	4130	L, Burbridge	1	0	0
122	17-Oct	DEVONSHIRE	BAMACO	41469	B-003	FREON	519	OAK DALE	4130	L, Burbridge	1	0	0
143	17-Oct	DEVONSHIRE	BAMACO	41470	B-002	FREON	502	OAK DALE	4130	L, Burbridge	1	0	0

CITY OF LA PORTE DEBRIS REMOVAL CONTRACT TOWER 3 Monday, October 06, 2008 DEBRIS REMOVAL	MONITOR	FOREMAN	LABORERS	OPERATORS	DRIVERS	NUNKLE BOO	TRUCKS	
	CREW 1			1	1	1	1	
	CREW 2			1	2	1	1	
	CREW 3			3		1	2	
	TOTAL		0	0	5	3	3	4

10	LOADS							TOTAL VEG					
249	ACTUAL YARDS							TOTAL C/D					
								Actual					
LOG	DAY	SITE	CONTRACTOR	TICKET #	TRUCK #	CAPACITY	PERCENT	Yards	TYPE	ZONE	LOCATION	EMPLOYEE #	
1	6-Oct	WCA GREENBELT	CITY	221486	7211	25	100%	25	CD		PECAN CROSSING	4161	
2	6-Oct	WCA GREENBELT	CITY	221467	801933	25	100%	25	CD		MESQUITE	4153	
4	6-Oct	WCA GREENBELT	CITY	221457	767158	25	100%	25	CD		BIRCH	4163	
5	6-Oct	WCA GREENBELT	CITY	221487	7211	25	100%	25	CD		PECAN CROSSING	4161	
6	6-Oct	WCA GREENBELT	CITY	221458	867075	25	100%	25	CD		BIRCH	4163	
7	6-Oct	WCA GREENBELT	CITY	221468	1033977	25	100%	25	CD		MESQUITE	4153	
8	6-Oct	WCA GREENBELT	CITY	221488	7211	25	96%	24	CD			4161	
9	6-Oct	WCA GREENBELT	CITY	221459	767158	25	100%	25	CD		COLLINGSWOOD	4163	
10	6-Oct	WCA GREENBELT	CITY	221460	867075	25	100%	25	CD		COLLINGSWOOD	4163	
11	6-Oct	WCA GREENBELT	CITY	221469	1033977	25	100%	25	CD		FLEETWOOD	4153	
12	6-Oct	WCA GREENBELT	CITY	221489	7211	25	100%	25	CD			4161	
13	6-Oct	WCA GREENBELT	CITY	221461	767158	25	100%	25	CD		FLEETWOOD	4163	
14	6-Oct	WCA GREENBELT	CITY	221470	801933	25	100%	25	CD			4153	
15	6-Oct	WCA GREENBELT	CITY	221471	1033977	25	100%	25	CD		COLLINGSWOOD	4153	
16	6-Oct	WCA GREENBELT	CITY	221490	7211	25	100%	25	CD		PECAN CROSSING	4161	
17	6-Oct	WCA GREENBELT	CITY	221463	767158	25	100%	25	CD		FLEETWOOD	4163	
18	6-Oct	WCA GREENBELT	CITY	221472	801933	25	96%	24	CD		DRIFTWOOD	4153	

LA PORTE, TEXAS	26	LOADS	1646	TOTAL VEG
DEBRIS REMOVAL CONTRACT	1,646	ACTUAL YARDS	0	TOTAL C/D
	1,714	CAPACITY		
Saturday, January 31, 2009				
DEBRIS REMOVAL	96%	AVERAGE LOAD RATED		

LOG	DAY	SITE	CONTRACTOR	TICKET #	TRUCK #	CAPACITY	PERCENT	Actual Yards	TYPE	ZONE	LOCATION	EMPLOYEE #
3	31-Jan	BAYTOWN	CROWDER	312693	CD- 157	72	100%	72	VEG		BAY AREA	4169
4	31-Jan	BAYTOWN	CROWDER	312694	CD- 158	59	100%	59	VEG		BAY AREA	4169
5	31-Jan	BAYTOWN	CROWDER	312695	CD- 160	72	90%	65	VEG		BAY AREA	4169
6	31-Jan	BAYTOWN	CROWDER	312696	CD- 102	62	100%	62	VEG		BAY AREA	4169
1	31-Jan	BAYTOWN	CROWDER	312697	CD- 108	71	95%	67	VEG		BAY AREA	4169
2	31-Jan	BAYTOWN	CROWDER	312698	CD- 109	59	95%	56	VEG		BAY AREA	4169
9	31-Jan	BAYTOWN	CROWDER	312699	CD- 108	71	100%	71	VEG		BAY AREA	4169
10	31-Jan	BAYTOWN	CROWDER	312700	CD- 109	59	100%	59	VEG		BAY AREA	4169
7	31-Jan	BAYTOWN	CROWDER	314112	CD- 160	72	95%	68	VEG		BAY AREA	4169
8	31-Jan	BAYTOWN	CROWDER	314113	CD- 102	62	100%	62	VEG		BAY AREA	4169
11	31-Jan	BAYTOWN	CROWDER	314114	CD- 157	72	100%	72	VEG		BAY AREA	4169
12	31-Jan	BAYTOWN	CROWDER	314115	CD- 158	59	95%	56	VEG		BAY AREA	4169
13	31-Jan	BAYTOWN	CROWDER	314116	CD- 160	72	100%	72	VEG		BAY AREA	4169
14	31-Jan	BAYTOWN	CROWDER	314117	CD- 102	62	100%	62	VEG		BAY AREA	4169
15	31-Jan	BAYTOWN	CROWDER	314118	CD- 108	71	100%	71	VEG		BAY AREA	4169
16	31-Jan	BAYTOWN	CROWDER	314119	CD- 109	59	100%	59	VEG		BAY AREA	4169
19	31-Jan	BAYTOWN	CROWDER	314120	CD- 157	72	100%	72	VEG		BAY AREA	4169
20	31-Jan	BAYTOWN	CROWDER	314121	CD- 158	59	100%	59	VEG		BAY AREA	4169
17	31-Jan	BAYTOWN	CROWDER	314122	CD- 160	72	100%	72	VEG		BAY AREA	4169
18	31-Jan	BAYTOWN	CROWDER	314123	CD- 102	62	100%	62	VEG		BAY AREA	4169
21	31-Jan	BAYTOWN	CROWDER	314124	CD- 108	71	95%	67	VEG		BAY AREA	4169
22	31-Jan	BAYTOWN	CROWDER	314125	CD- 109	59	100%	59	VEG		BAY AREA	4169
23	31-Jan	BAYTOWN	CROWDER	314126	CD- 160	72	100%	72	VEG		BAY AREA	4169
24	31-Jan	BAYTOWN	CROWDER	314127	CD- 102	62	100%	62	VEG		BAY AREA	4169
25	31-Jan	BAYTOWN	CROWDER	314128	CD- 157	72	40%	29	VEG		BAY AREA	4169
26	31-Jan	BAYTOWN	CROWDER	314129	CD- 158	59	100%	59	VEG		BAY AREA	4169
27												
28												
29												
30												
31												
32												
33												
34												
35												
36												
37												
38												
39												
40												

						26	Loads					
						1,646	Actual Yards					
						1,714	Capacity					
						96%	Average Load Rated					

ATTACHMENT H

PUBLIC ENTITY CRIMES CERTIFICATION

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS,

1. This sworn statement is submitted to the City of Key West, Florida, by
Derrick Tucker, Project Manager
(print individual's name and title)

for True North Emergency Management, LLC
(print name of entity submitting sworn statement)

whose business address is 512 Main Street, Suite 415, Fort Worth, TX 76102
and (if applicable) its Federal Employer Identification Number (FEIN) is 27-3353823

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement _____):

2. 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 of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "conviction" as defined in Paragraph 287.133(1)(g), 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 nolocontendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime: or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment of income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies).

X Neither the entity submitting this sworn statement, or any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


(SIGNATURE)

5/3/11
(DATE)

STATE OF Texas

COUNTY OF Tarrant

PERSONALLY APPEARED BEFORE ME, the undersigned authority

Derrick Tucker who, after first being sworn by me,

_____ (name of individual) affixed his/her signature in the space

provided above on this 3RD day of MAY, 2011.



NOTARY PUBLIC

TRACY ENLOW

Printed Name

My commission expires:



ATTACHMENT I

ANTI-KICKBACK AFFIDAVIT

STATE OF ~~FLORIDA~~ TEXAS

SS:

COUNTY OF ~~MONROE~~ TARRANT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS,

This sworn statement is submitted to the City of Key West, Florida, by
Derrick Tucker, Project Manager
(print individual's name and title)

for True North Emergency Management, LLC
(print name of entity submitting sworn statement)

whose business address is 512 Main Street, Suite 415, Fort Worth, TX 76102

and (if applicable) its Federal Employer Identification Number (FEIN) is 27-3353823

(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement):

I, the undersigned, being hereby duly sworn, depose and say that no sum has been paid and no sum will be paid to any employee or elected official of the City of Key West as a commission, kickback, reward or gift, directly or indirectly, by me or any member of my company, or by any officer or agent of the corporation.

BY: *[Signature]*

TITLE: Project Manager

sworn and prescribed before me this 3rd day of MAY, 2011.

[Signature]
NOTARY PUBLIC, State of ~~Florida~~ Texas
My commission expires:



ATTACHMENT J

CONFLICT OF INTEREST STATEMENT

Proposer must disclose the name of any person that is an employee of the City and also an officer, director, employee or agent of the Proposer, or a relative of an officer, director, employee or agent of the Proposer. Further, each Proposer must disclose the name of any City employee that owns, directly or indirectly, an interest of one percent (1%) or more in the Proposer's company, its affiliates, or parent or subsidiary organizations.

NONE

Persons Name

Describe the Persons Possible Conflict of Interest

ATTACHMENT K

**LOCAL VENDOR CERTIFICATION PURSUANT TO CKW ORDINANCE 09-22
SECTION 2-798**

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a. **Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.**
- b. **Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.**
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
 - o Not a local vendor pursuant to Ordinance 09-22 Section 2-798
 - o Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

If you qualify, please complete the following in support of the self certification & submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name: N/A Phone: _____

Current Local Address: _____ FAX: _____
(P.O Box numbers may not be used to establish status)

Length of time at this address _____

Signature of Authorized Representative

Date

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____.

By _____, of _____
(Name of officer or agent, title of officer or agent acknowledging) Name of corporation

or has produced _____ as identification
(type of identification)

Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank

Return Completed form with
Supporting documents to:
City of Key West Purchasing

ATTACHMENT L

ACKNOWLEDGEMENT OF CONFORMANCE WITH O.S.H.A. STANDARDS

TO: CITY OF KEY WEST

Proposer's Name: True North Emergency Management, LLC, hereby acknowledge and agree that I/We have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health Act of 1970, and all State and Local Safety and Health regulations, and agree to indemnify and hold harmless the CITY, its officers, agents, employees, and consultants against any and all legal liability or loss the CITY, its officers, agents, employees, and consultants may incur due to failure to comply with such act.


ATTEST

True North Emergency Management, LLC
PROPOSERS NAME


ATTEST

By: 

Title: Project Manager

5/3/11
DATE

ATTACHMENT M

**COPY OF STATE OF FLORIDA BUSINESS LICENSE;
CORPORATE FILINGS; OR
ARTICLES OF INCORPORATION AS
REQUIRED BY THE SECRETARY OF STATE, FLORIDA**

State of Florida

Department of State

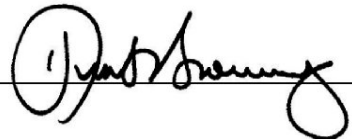
I certify from the records of this office that TRUE NORTH EMERGENCY MANAGEMENT, LLC is a limited liability company organized under the laws of Texas, authorized to transact business in the State of Florida, qualified on October 4, 2010.

The document number of this limited liability company is M10000004356.

I further certify that said limited liability company has paid all fees due this office through December 31, 2011, that its most recent annual report was filed on February 14, 2011, and its status is active.

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

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Sixteenth day of February, 2011



Secretary of State



Authentication ID: **100194146881-021611-M10000004356**

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

<https://efile.sunbiz.org/certauthver.html>



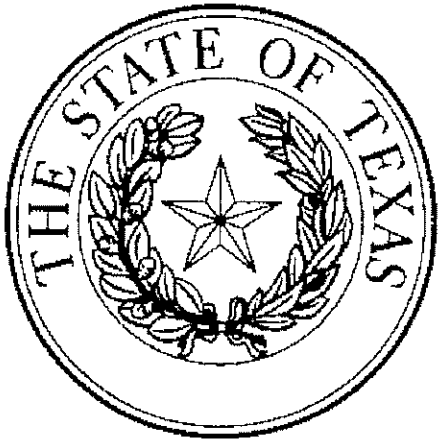
Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Certificate of Formation for TRUE NORTH EMERGENCY MANAGEMENT, LLC (file number 801306823), a Domestic Limited Liability Company (LLC), was filed in this office on August 16, 2010.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on August 18, 2010.



A handwritten signature in cursive script, appearing to read "Hope Andrade".

Hope Andrade
Secretary of State

ATTACHMENT N

MINIMUM REQUIREMENTS FOR EVIDENCE OF INSURABILITY

Insurance / Evidence of Insurability

1. CONTRACTOR shall secure and maintain throughout the duration of this Agreement insurance of such types and in such amounts as specified below, naming the CITY as an additional insured, underwritten by a firm qualified to do business in the State of Florida. CONTRACTOR shall not permit allow any Subcontractor to commence work on its Subcontract until the insurance required of the Subcontractor has been obtained an approved.
2. All insurance policies shall be issued by companies authorized in the State of Florida, with an A.M. Best rating of A-:VI or higher and shall provide evidence of such insurance to the CITY. The policies or certificates shall provide thirty (30) days prior to cancellation written notices for all of the required insurance policies stated below. All notices shall name the CONTRACTOR and identify the agreement or contract number. The City of Key West, all Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees are to be added as "additional insured" as respects liability arising out of activities performed by or on behalf of the CONTRACTOR.
3. The status of the CONTRACTOR in the work to be performed outlined in this contract shall be that of an independent Contractor. As such, CONTRACTOR shall properly safeguard against any and all damage, loss or injury to persons or property that may arise, or be incurred in or during the conduct or progress of said work without regard to whether or not CONTRACTOR, its Subcontractors, agents, or employees have been negligent.
4. The CONTRACTOR shall assume all responsibility for risks or casualties of every description, for any and all damage, loss or injury, to persons or property arising out of the nature of the work; negligence or failure of its employees and Subcontractors to comply with the Contract Documents; arising from action of the elements or from any unforeseen or unusual difficulty. The CONTRACTOR shall indemnify and save harmless the CITY, and all of its officers, agents and employees from all claims, demands and liabilities of any kind whatsoever in connection with work resulting from any acts of omission or commission chargeable to the CONTRACTOR, its Subcontractors and/or their respective duly authorized servants and/or employees. The CONTRACTOR agrees that the foregoing indemnification clause shall be insured under its Commercial General Liability policy, which must be endorsed to include Contractual Liability. If the CITY deems it necessary, the CONTRACTOR shall produce evidence of claims that have eroded the aggregate limit.
5. WORKER'S COMPENSATION INSURANCE - The CONTRACTOR shall procure and shall maintain during the life of this Contract Workmen's Compensation Insurance in compliance with the Compensation law of the State of Florida for all of its employees to be engaged in such work at the site of the project under this Agreement and in case of any such work is sublet, the CONTRACTOR shall require the Subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by

the CONTRACTOR 's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under Workmen's Compensation Statute, the CONTRACTOR shall provide and shall cause such Subcontractor to provide adequate employer's liability insurance for the protection of such if its employees are not otherwise protected.

6. Contractor's Commercial General Liability Insurance and Automobile Liability Insurance
 - a. The CONTRACTOR 's Commercial General Liability (CGL) shall be in an amount acceptable to the CITY but not less than \$1,000,000.
 - i. Combined Single Limit per occurrence and \$2,000,000 annual aggregate per project. The City of Key West must be named as an additional insured. The coverage must include:
 - a. Commercial Form
 - b. Premises/Operations
7. CONTRACTOR shall maintain products/completed Operations
 - a. Independent Contractors (if any part of the Work is to be subcontracted)
 - b. Broad Form Property Damage
 - c. Personal Injury
 - d. Cross-Liability Coverage
8. CONTRACTOR shall maintain products/completed operations coverage with a combined single limit no less than \$1,000,000 per occurrence of bodily injury/property damage for a period of at least twelve (12) months following final acceptance of Contractor's work by the CITY.
9. The CONTRACTOR's Commercial automobile Liability insurance must provide coverage for owned, non-owned, and hired vehicles and trailers used in connection therewith, with a combined single limit for bodily injury and property damage no less than \$1,000,000 per occurrence, with the City of Key West named as additional insured.
10. The insurance required herein and approval of CONTRACTOR's insurance by the CITY shall not relieve or decrease the liability of the CONTRACTOR hereunder.
11. SUBCONTRACTOR'S COMMERCIAL GENERAL LIABILITY INSURANCE AND VEHICLE LIABILITY INSURANCE - The Contractor shall either (1) require each of its Subcontractors to procure and to maintain during the life of its subcontract, Commercial General Liability Insurance and Vehicle Liability Insurance of the type and in the amounts specified in Sub-Paragraph 10.6 hereof, or; (2) to insure the activities of its Subcontractors in its policy, as specified in Sub-Paragraph 10.6 hereof.

12. SCOPE OF INSURANCE AND SPECIAL HAZARDS - The insurance required under Sub-Paragraph 3 and 4 hereof is a minimum to provide adequate protection for the Contractor and its Subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operation be by the insured or by anyone directly or indirectly employed by the insured and, also against any of the special hazards which may be encountered in the performance of this Contract.

13. RENEWAL REQUIREMENTS- If any of the property or casualty insurance requirements are not complied with at their renewal dates, payments to the Contractor will be withheld until those requirements have been met or, at the option of the City of Key West, City of Key West may pay the renewal premium and withhold such payment from any monies due the Contractor.

14. CLAIMS- In the event that claims in excess of the insured amounts provided are filed by reason of any operations under the services provided by the Contractor, the amount of excess of such claims, or any portion thereof, may be withheld from payment due until such time as the Contractor shall furnish such additional security covering such claims as may be determined by the City of Key West.

Evidence of Insurability

Neel-Schaffer maintains the following insurance coverage:

Commercial General Liability:

- Policy Duration - 4-1-11 through 4-1-12
- Provider: Nationwide Insurance Company
- 1,000,000 Per Occurrence
- 2,000,000 General aggregate

General Liability- Automobile:

- Provider: Nationwide Insurance Company
- Policy Duration: 4-1-11 through 4-1-12
 - 1,000,000 Combined Single Limit

Professional Liability:

- Provider: Lexington Insurance Company
- Policy Duration: 11-15-10 through 11-15-11
- 2,000,000 per claim
- 4,000,000 general aggregate

Workers Compensation and Employer Liability:

- Provider: WAUSAU Underwriters Insurance Company
- Policy Duration: 4-1-11 through 4-1-12
- 1,000,000 each accident
- 1,000,000 Disease

*Insurance Certificates available upon request.

ATTACHMENT O

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR MONITORING
DEBRIS REMOVAL AND RELATED SERVICES PROVIDER: COPY OF CONTRACT
DOCUMENTS**

**AGREEMENT TO MONITOR PERFORMANCE OF DEBRIS
REMOVAL CONTRACTS FOR THE CITY OF KEY WEST**

This Agreement is made as of the ____ day of _____, 2011, by and between the City of Key West, Florida (hereinafter referred to as the Owner), and Neel-Schaffer, Inc., (hereinafter referred to as the Monitor). In consideration of the mutual covenants and promises contained herein, the Owner and the Monitor agree as follows:

ARTICLE 1 - SERVICES

Monitor's responsibility under this Agreement is to provide monitoring and management services in response to disasters, as described in Scope of Services attached hereto as Exhibit "A." Monitor will provide data and access to information to allow the Owner to closely oversee performance under this agreement. This is a non-exclusive agreement. No amount of work is guaranteed under this agreement.

ARTICLE 2 – PAYMENT

Monitor Fee Schedule is included in Exhibit "B," attached. Monitor acknowledges that the Owner will apply for financial assistance from the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), and/or the state emergency management agency. Therefore, Monitor represents that it will perform all Services hereunder in a manner, time and place so as to assist with such reimbursement to the Owner. Monitor shall submit monthly statements for services rendered. Monitor's statements shall be due and payable within 30 calendar days.

ARTICLE 3 – TERM

The term of this agreement is five years, extendable by mutual agreement of the parties.

ARTICLE 4 – LIABILITY INSURANCE

The Monitor agrees to and shall procure and maintain during the duration of this Agreement, Monitor's general public liability and property damage insurance, including auto liability and employer's liability coverage, insuring Monitor from all claims from personal injury, including death, and claims for destruction or damage to property arising out of or in connection with any operations under this Agreement, whether such operations are by the Monitor or subcontractor to the Monitor, and said insurance shall name, waive and hold harmless the Owner. All liability insurance must contain contractual action over claims cause.

ARTICLE 5 – INSURANCE LIMITS OF LIABILITY

Insurance shall be written with limits of liability of not less than the following:

1. \$1,000,000 primary limit, for all damages arising out of bodily injury, including death, with umbrella coverage of \$2,000,000.
2. \$1,000,000 primary limit for all property damage, with umbrella coverage of \$2,000,000.

ARTICLE 6 – WORKERS’ COMPENSATION INSURANCE

Monitor shall provide and maintain Workers Compensation Insurance at its expense during the term of this Agreement, in accordance with state workers compensation laws.

ARTICLE 7 – ERRORS AND OMISSIONS

Monitor shall provide and maintain an errors and omissions policy sufficient to cover the scope of this project. Monitor agrees to provide, if requested, a declaration sheet showing the effective dates and coverage for this policy.

ARTICLE 8 – PERFORMANCE SCHEDULES

Monitor shall provide progress reports to the Owner on a weekly basis or more frequently as requested by the Owner. Such reports shall contain, at a minimum, total cubic yards collected, daily totals, and description of the geographical areas being addressed by the Contractor.

ARTICLE 9 – TERMINATION

The Owner may terminate this Agreement upon written notice to the Monitor. The Monitor may terminate this Agreement upon thirty (30) days written notice to the Owner. During such termination period, the Monitor shall continue to diligently perform all of its duties hereunder. After a receipt of a termination notice and except as otherwise directed by the Owner, the Monitor shall: stop work on the date and to the extent specified; terminate and settle all orders and subcontracts relating to the performance of the terminated work; transfer all work in process, completed work, and other materials related to the terminated work as directed by the Owner; and continue and complete all parts of that work that have not been terminated.

ARTICLE 10 – PERSONNEL

The Monitor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. All of the services required herein under shall be performed by the Monitor or under its supervision and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

ARTICLE 11 –SUBCONTRACTING

Monitor shall be responsible for the compliance of all subcontracting parties with the terms of this Agreement and with any applicable local, state or federal laws or regulations. Monitor shall be solely responsible for timely paying its subcontractors.

ARTICLE 12 – LOCAL PREFERENCE

Monitor will make every effort to utilize local employees, subcontractors, equipment rental, supplies and other locally available resources.

ARTICLE 13 - CREDIT

Monitor shall not pledge the Owner's credit or make the Owner a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Monitor further represents and warrants that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 14 - PERFORMANCE

Monitor shall perform its obligations hereunder in compliance with all applicable local, state and federal laws and regulations.

ARTICLE 15 –FEDERAL AND STATE TAX

The Monitor shall pay all local, state, and federal taxes which may become due based upon its performance of this Agreement. The Monitor shall be responsible for payment of its own and its share of its employee FICA and Social Security benefits with respect to this Agreement.

ARTICLE 16 – RISK ALLOCATION

The Owner recognizes that Monitor's fee includes allowance for funding a variety of risks which affect the Monitor by virtue of his agreeing to perform services on the Owner's behalf. One of these risks stems from the Monitor's potential for human error. In order for the Owner to obtain the benefits of a fee which includes a lesser allowance for risk funding, the Owner agrees to limit the Monitor's liability to the Owner and all contractors arising from the Monitor's professional acts, errors or omissions, such that the total aggregate liability of the Monitor to all those named shall not exceed \$50,000 or the Monitor's total fee for services rendered on this project, whichever is greater.

ARTICLE 17 –REMEDIES

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or at equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 18 – CONFLICT OF INTEREST

The Monitor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder.

ARTICLE 19 –ACCESS AND AUDITS

The Monitor shall maintain adequate records to justify all hours incurred and charged in performing the services for at least five (5) years after completion of the Agreement.

ARTICLE 20 –NONDISCRIMINATION

The Monitor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

ARTICLE 21–ENTIRETY OF CONTRACTUAL AGREEMENT

The Owner and the Monitor agree that this Agreement including its amendments sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, deleted, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. Monitor shall not assign or transfer any of its rights, benefits or obligations under this Agreement except for transfer to a wholly owned subsidiary company or resulting from a merger or consolidation of Monitor with a third party.

ARTICLE 22 –AUTHORITY TO PRACTICE

The Monitor hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its businesses, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the Owner upon request.

ARTICLE 23 –SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable as permitted by law.

ARTICLE 24 – MODIFICATON OF WORK

The Owner reserves the right to make changes in the services, including alterations, reductions therein or additions thereto. Upon receipt by the Monitor, of the Owner notification of a contemplated change, the Monitor shall: (1) if requested by Owner, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the Owner of any estimated change in the completion date; and (3) advise the Owner in writing if the contemplated change shall affect the Monitor's ability to meet the completion dates or schedules of this Agreement.

ARTICLE 25 – SUCCESSORS AND ASSIGNS

This Agreement is binding upon and will inure to the benefit of Owner and Monitor and their respective successors and assigns. The rights and obligations under this agreement may only be transferred by; 1) transfer to a wholly owned subsidiary of Monitor's parent company, 2) as a result of a merger or acquisition by another company, or 3) by mutual agreement of the parties.

ARTICLE 26 – LAWS AND REGULATIONS

This Agreement shall be interpreted under the laws of the State of Florida, with exclusive venue for any matter arising from this Agreement. All applicable federal and state laws, municipal ordinances, and the rules and regulations of all authorized entities having jurisdiction over any part of this project shall apply to the Agreement throughout, and they will be deemed to have been included in the Agreement as though herein written.

In Witness Whereof, the parties have made and executed this Agreement on behalf of the parties on the day and year above written.

Monitor:

Owner:

Neel-Schaffer, Inc.

City of Key West

By: _____

By: _____

Printed Name: _____

Printed Name: _____

**Exhibit A
Scope of Services**

Debris Removal Monitoring

Staff Mobilization

When a potential disaster threatens the Owner, the debris monitoring firm (Monitor) will mobilize 2 to 3 days in advance with key staff experienced in various aspects of debris operations (including truck certification, mapping/zone development, etc.) in order to participate in the "response" phase of the disaster event. Additional Monitor staff shall be contacted and put on standby for potential mobilization. Logistical arrangements for out of town staff such as lodging arrangements for key staff, is considered to be the responsibility of the Monitor.

Field Documentation of Work

Monitor shall carefully document debris removal activities as well as hazardous trees and trees that contain hazardous hanging limbs that need to be removed. Monitor will work closely with the Owner and with FEMA/FHWA to determine the most effective methods of documentation to ensure that debris removal is eligible for federal funding. Monitor shall communicate with FEMA to ensure documentation supports project reimbursement. Monitor will work with FEMA in an effort to pre-validate as much eligible debris, tree and limb removal as practical.

Collection Monitoring of Rights-of-Way and Public Property Debris

Monitor will provide collection monitors with each of the Contractor's loading crews to ensure each load is related to the disaster and is eligible for federal reimbursement. The street address and/or GPS coordinates will be recorded on each load ticket. The Monitor will initiate a multi-part ticket in the field for each load, containing information related to the location of the debris, time, date, truck identification, truck driver, etc. The ticket will then be delivered to the temporary debris storage and reduction site (TDSRS) or disposal site with the truck driver for load rating. Load ticketing and documentation will also be performed for hazardous tree and limb removal. This project may include monitoring the removal of abandoned cars, boats, marine debris, white goods, beach cleaning, and structure demolition. Monitor will provide similar services if debris removal from private property/right-of-entry (ROE) is approved for this project. Field monitoring of debris haulers shall be performed in accordance with current FEMA, FHWA and state requirements and in coordination with the Owner.

Monitor Training

Monitor will provide training to all employees concerning safety, eligibility for reimbursement, and disaster specific information. The Monitor will be required to perform adequate training for locally hired staff at no expense to the Owner. All Monitor employees must be able to effectively communicate to a level appropriate to their responsibilities.

Spot Checks and Auditing of Monitors

Monitor will provide roving monitors, field coordinators, and supervisory personnel to ensure that field monitors are making accurate eligibility calls, keeping good documentation, and are working effectively with the debris removal contractor.

Project Mapping

Maps will be used to document the debris removal progress. The final pass along each roadway will be mapped for the Owner's information, and FEMA documentation. Monitor will assist the

Owner in public communication and will document and relay any citizen complaints for action by the contractor or the Owner.

Truck Certification

Monitor will establish a team of individuals who will inspect and certify vehicles for hauling storm related debris in accordance with FEMA guidelines. A certification sheet with measurement, photos, and calculations documenting the capacity of the truck is kept for load rating and ticket auditing. Summary books will be kept at each TDSRS/disposal site for quality control. Certifications should also include a methodology to discourage collection contractors from modifying their vehicle after certification, such as identifying unique attributes to the vehicle like sideboards. Photographs of the vehicle and its driver shall be documented. Periodic spot checks and recertification of trucks that were potentially altered after initial certification shall be performed.

Quality Control/Quality Assurance

A QA/ QC program should be implemented by the Monitor to minimize errors in debris monitor tickets and all documentation functions. Eligibility of work, reliability of documentation and data accuracy are critical in achieving full reimbursement for eligible project expenses.

TDSRS/Disposal Sites

Monitor will provide trained monitors at TDSRS and disposal sites to call loads based on the amount of debris in each truck. It is imperative that these monitors make accurate calls to safeguard public funds. Monitors will also make sure that the trucks are empty as they leave the site. Furthermore, monitors will review the truck certification worksheets to make sure the trucks have not been modified to affect their capacity (shortened or removed sideboards, for example). Similar systems will be used to verify, track, and document hauling of reduced debris from TDSRS sites through final disposal, if applicable.

Data Management

Monitor will establish an advanced project data management system and enter load ticket information on a daily basis. This information can be provided to the Owner, FEMA, and the Contractor GPS coordinates or addresses for tree and stump removal, and debris removal progress, as applicable. Additionally, the staff will work with the Contractor to reconcile invoices, and review debris removal invoices for recommendation of payment by the Owner. Furthermore, Monitor will organize field information for FEMA documentation including photographs and/or GPS coordinates. Monitor will help track invoices for FEMA reimbursement and provide additional supporting information as requested.

Public Information Support - Monitor may be asked to assist the Owner in public outreach following a disaster event as it relates to debris recovery efforts. This may include establishing and staffing (including supplying equipment, phone lines, etc.) a "debris hotline" to respond to public complaints and concerns, or establishing a website. This also may include assistance with press releases, public notices, and other public information functions. All functions will be performed in a manner to maximize federal and state reimbursement.

Funding Support

The Monitor shall assist the Owner in securing maximum reimbursement for eligible work from state and federal agencies. Specific funding support services may include working with the

Owner to develop a cash flow strategy that focuses on early reimbursement. This includes assistance in preparing a debris quantity estimate that is supported by FEMA staff, early preparation of a project worksheet to cover the estimated cost of the entire debris removal effort at the outset of the project, and assisting the Owner and FEMA personnel with Project Worksheets, Versions, etc. Monitor shall be prepared to assist Owner with appeals based on their in-depth knowledge of FEMA and FHWA reimbursement policies. Monitor shall be prepared to assist the Owner, if requested, in tracking progress of Project Worksheets and providing quick response to any problem issue that may arise that could slow funding. Monitor shall be prepared to assist Owner in finding additional funding reimbursement sources related to disaster mitigation.

Recovery Services

The Owner is interested in selecting a monitoring firm with field implementation and FEMA reimbursement experience in community recovery including, but not limited to:

- Right-of-Entry (ROE) administration and data base management
- ROW and private property vegetative/C & D hazard removal monitoring
- ROW and private property demolition coordination and monitoring
- Monitoring of marine debris removal and beach sand cleaning

Other Related Services

Services not specifically identified in this request, but are needed to provide a complete debris removal and documentation project.

Pre-Storm Coordination

Monitor will be prepared to meet with the Owner once prior to June 1st of each year to coordinate services for the upcoming storm season. Additionally, Monitor shall meet with the Owner immediately prior to a credible disaster threat. These meetings shall occur at no cost to the Owner and are meant to facilitate increased coordination of efforts, to discuss the Owner's expectations of the Monitor, and to fast track recovery activities when a disaster strikes.

Safety Meetings and Monitoring Updates

Safety of monitoring staff is of paramount importance. Monitor will hold regular meetings with debris monitors and staff for project updates and to communicate safety issues. If important information becomes available, the staff may meet more frequently.

Coordination Meetings with Contractor(s)

Monitor will initiate a coordination meeting with the debris removal contractor to help expedite the work, and to discuss any issues that may arise during the project. It is important that the monitor and contractor are communicating with each other to ensure a successful project.

Contractor Damages

The Monitor may be asked to develop a database application to track and help the Owner manage contractor damages.

Status Reports

Monitor will provide detailed daily or weekly status reports to the Owner as requested for use and information. Relevant project statistics and cumulative statistics will be shown in a straight forward manner to officials to provide information to the media or to their constituents.

ATTACHMENT P

**COPY OF THE REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR
MONITORING DEBRIS REMOVAL AND RELATED SERVICES PROVIDER**

CITY OF KEY WEST
REQUEST FOR PROPOSALS

**FOR PROFESSIONAL SERVICES FOR MONITORING OF DEBRIS REMOVAL
AND RELATED SERVICES**

RFP # - 008 - 11

DUE DATE: May 4, 2011

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR MONITORING OF
DEBRIS REMOVAL AND RELATED SERVICES**

TABLE OF CONTENTS

PROPOSAL REQUIREMENTS	PAGE NUMBER
Request Announcement	3
Request Requirements	6
Proposer Instructions, Format	8
Evaluation of Proposals	12
Scope of Services	14
Attachments	
Attachment A; Unit Price Proposal	17
Attachment B; Proposer’s General Operations Plan	22
Attachment C; Proposer’s Qualifications Statement	23
Attachment D; Proposer’s Most Current Financial Statement	27
Attachment E; List of Available Equipment and Facilities	28
Attachment F; Statement Proposer is Familiar with TDMS Sites	29
Attachment G; Sample of Proposer’s Tickets and Forms	30
Attachment H; Public Entity Crimes Certification	31
Attachment I; Anti-Kickback Affidavit	34
Attachment J; Conflict of Interest Statement	35
Attachment K; Local Vendor Certification	36
Attachment L; Acknowledgement of Conformance to O.S.H.A Standards ..	37
Attachment M; Copy of Florida Business License / Coporate Filings / Articles of Incorporation	38
Attachment N; Evidence of Insurability	39
Attachment O; Provider’s Draft Contract Documents	42
Attachment P; Copy of Solicitation	43

**CITY OF KEY WEST
ANNOUNCEMENT: REQUEST FOR PROPOSALS**

Sealed Proposals for **REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR MONITORING OF DEBRIS REMOVAL AND RELATED SERVICES PER PROPOSAL SPECIFICATIONS** addressed to the City of Key West, will be received at the office of the City Clerk, City of Key West, Florida, until 3:00 p.m., local time, on Wednesday, the 4th day of May, 2011, at which time Proposals will be publicly opened and read in the City Clerk's office, 525 Angela St. Any proposals received after the time specified will not be considered.

Via this Request for Proposals, it's the City is seeking competitive proposals for debris removal monitoring. Price, qualifications, experience, and capacity will be considered. Should any unforeseen emergencies evolve which necessitates monitoring services, before the normal evolution of the competitive bidding process, then the City may call upon these Responders - and others - for emergency quotes for use under the City's emergency purchasing guidelines. Responders are urged to have an emergency quote packet – similar if not exact to this RFP – at-the-ready should such an emergency so arise.

The City of Key West solicits Proposals for Professional Services for Monitoring of Debris Removal and Related Services. Services would include; monitoring debris removal and related services for the City in the event of a natural or man-made disaster, the City will execute a term contract. The contract will be for a three-year term and may extend for a two-year term if agreed to by both parties. No minimum amount of services or compensation will be guaranteed to any firm retained by the City. In addition, the City may make multiple awards for similar services at its sole discretion.

The contracted services sought include providing all expertise, personnel, tools, materials, supplies, equipment, transportation, supervision and all other services and facilities of any nature necessary for monitoring debris removal and relate services to include but not be limited to the monitoring of disaster generated debris from public lands, easements, and rights-of-way. Removal of debris from private property may also be included. Removal and lawful disposal of all eligible event-generated debris within the legal boundaries of the City's jurisdiction, in accordance with the standards of the Federal Emergency Management Agency, Federal Highway Administration, Federal and State departments of environmental protection and the request for proposal package and other Responsible Parties.

From the bid submissions, the City intends to rank the submissions, to obtain a prioritized list of vendors, from which the City may contract with for monitoring services, as available, in the order of the final ranking.

Drawings and Specifications may be obtained by contacting Demand Star by Onvia. Please contact Demand Star at 1-800-711-1712 or at <http://www.demandstar.com/>.

One (1) "hard copy" original and ten (10) copies on "flash drive" or CD of the proposal are to be enclosed in a sealed envelope clearly marked on the outside "Professional Services for Monitoring of Debris Removal and Related Services" and addressed to:

CITY CLERK
CITY OF KEY WEST, FLORIDA
CITY HALL
P.O. Box 1409
KEY WEST, FLORIDA 33040

The successful Bidder will be required to furnish the necessary additional bond(s) for the faithful performance of the Contract, as prescribed in the Solicitation Documents. The Proposer will also be required to furnish documentation showing that he is in compliance with the licensing requirements of the State of Florida, Florida License to Bid, and that the provisions of Chapter 66 Section 87 of the Code of Ordinances of the CITY of Key West. Compliance with these provisions is required before he can enter into the agreement contained in the Contract Documents. At the time of bid the successful Proposer must demonstrate that he holds, as a minimum, the following licenses and certificates:

- A valid Occupational License issued by the City of Key West in accordance with Chapter 18 Section 116.
- License(s) required by State of Florida

All Proposal bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or insurance company having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said Surety or insurance company shall be duly licensed and qualified to do business in the State of Florida.

In order to perform public work, the successful Proposer shall hold such Contractors' and Business Licenses as required by State, County and City Statutes.

Before a Contract will be awarded for the work contemplated herein, the City will conduct such investigation as is necessary to determine the performance record and ability of the apparent low Proposer to perform the size and type of work specified under this Contract. Upon request, the Proposer shall submit such information as deemed necessary by the City to evaluate the Proposer's qualifications.

For information concerning the proposed work, or for an appointment to visit the site of the proposed work, contact:

General Services
P.O. Box 1409
Key West, Florida 33041
Telephone: (305) 809-3902

At the time of the award, the successful Proposer must show satisfactory documentation of such State, County, and City licenses as would be required. Any permit and/or license requirement and subsequent costs are located within the documents. The successful Proposer must also be able to satisfy the City Attorney as to such insurance coverage, and legal requirements as may be demanded by the proposal in question. The City may reject proposals (1) for budgetary reasons, (2) if the Proposer misstates or conceals a material fact in its proposal, (3) if the Proposal does not strictly conform to the law or is non-responsive to the Proposal requirements, (4) if the Proposal is conditional, or (5) if a change of circumstances occurs making the purpose of Proposal unnecessary to the City. The City may also waive any minor informalities or irregularities in any Proposal.

Dated this 31st day of March, 2011.

CITY OF KEY WEST

By: _____
Sue Snider, Purchasing Agent

REQUIREMENTS: REQUEST FOR PROPOSALS

The City of Key West (CITY) requires the services of a qualified company to provide Sealed Proposals for **REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR MONITORING OF DEBRIS REMOVAL AND RELATED SERVICES**. The CITY, Requests Proposals for Professional Services for Monitoring of Debris Removal and Related Services. Services would include; monitoring debris removal and related services for the CITY in the event of a natural or man-made disaster, the CITY will execute a term contract. The contract will be for a three-year term and may extend for a two-year term if agreed to by both parties. No minimum amount of services or compensation will be assured to any firm retained by the CITY. In addition, the CITY may retain other firms for similar services at its sole discretion.

The contracted services sought include providing all expertise, personnel, tools, materials, supplies, equipment, transportation, supervision and all other services and facilities of any nature necessary for monitoring debris removal and relate services to include but not be limited to the monitoring of disaster generated debris from public lands, easements, and rights-of-way. Removal of debris from private property may also be included. removal and lawful disposal of all eligible event-generated debris within the legal boundaries of the CITY's jurisdiction, in accordance with the standards of the Federal Emergency Management Agency, Federal Highway Administration, Federal and State departments of environmental protection and the request for proposal package.

The Proposer shall prepare submitted Proposals on the forms provided by the CITY with all blanks on the Proposal Form filled in by typewriter or written in ink.

Any proposal received after the response deadline will not be considered. Upon selection of the most qualified company and approval by the CITY commission, the CITY will negotiate a contract with the selected company. If the selected company does not execute the contract with the CITY within 30 days after award, the CITY reserves the right to award the contract to the next most qualified company. A Proposer may not withdraw their proposal before the expiration of 60 days from the date of proposal opening. A Proposer may withdraw their proposal after that date only if they provide written notification prior to the approval of selection by the CITY Commission. The CITY of Key West reserves the right to reject any or all of the proposals submitted.

The CITY reserves the right to reject any Proposal for the following reasons:

- For budgetary reasons;
- If the Proposer misstates or conceals a material fact in its proposal;
- If the Proposal does not strictly conform to the law or is non-responsive to the Proposal requirements;
- If the Proposal is conditional;
- If a change of circumstances occurs making the purpose of Proposal unnecessary to the CITY;
- The Proposer is or has been involved in any litigation against the CITY;

- The Proposer has defaulted on any previous contract, or is in arrears on any existing contract on any public or private matters;
- The submittal of more than one proposal from an individual, firm, partnership, corporation or association under the same or different names;
- The Proposer's previous work with the CITY has resulted in claims from third parties and or subcontractors;
- The Proposer has been debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs.
- To be eligible for award, the Proposer must submit a completed proposal package and be able to document that it has:
 - 1) A minimum five (5) years of experience in conducting disaster recovery logistical support and debris removal operations for County, CITY and or State Governments;
 - 2) Knowledge and experience in FEMA and State public assistance reimbursement procedures; and
 - 3) Has provided services similar to those required to a minimum of five (5) jurisdictions with a population of not less 30,000 persons.
 - 4) Has capacity to provide requested services considering pre-event commitments within 150 miles of Key West.

The CITY may also waive any minor informalities or irregularities in any Proposal.

For questions concerning any aspect of this RFP please contact:

Sue Snider
 City of Key West
 P.O. Box 1409
 Key West, FL 33040
 (305) 809-3902
 ssnider@keywestCITY.com

PROPOSER INSTRUCTIONS AND FORMAT: DEBRIS REMOVAL MONITORING

The City of Key West, Florida (CITY) is located on a remote island, with an international border and is vulnerable to natural and manmade disasters including hurricanes, tornadoes, floods, oil spills, hazardous material releases.

Disasters such as hurricanes often produce large volumes of debris. Debris and damaged trees create hazardous conditions including blocked roadways/drives and obstacles to emergency vehicles. These hazards and obstacles often block routine, essential, and emergency traffic, both vehicular and pedestrian. One of the first essential steps in securing the community is the removal of hazardous debris to allow for security, emergency, and other service traffic. It is in the best interest of the CITY to enter into a pre-event agreement for a term of 3 years with a firm to provide debris management and monitoring services in the event of a disaster.

REQUIREMENTS

The CITY is seeking qualifications and proposals for monitoring and managing the removal of disaster generated debris from public lands, easements, and rights-of-way. Removal of debris from private property may also be included. The primary purpose of these services is to insure that the entire debris removal, hauling, recycling and/or disposal process is done properly and expeditiously and is eligible for reimbursement under Federal Emergency Management Agency (FEMA) Public Assistance Program, Federal Highway Administration (FHWA) and state emergency management agency guidelines and other Responsible Parties. Additionally, the City seeks to utilize the results of this proposal process for the monitoring of other types of emergency services that may evolve from man-made disasters (e.g. oil spills, mass migrations etc.).

Respondent must meet the following general conditions:

- 1) Be able to provide monitoring of the clean up, removal, separation, reduction and disposal of Debris as defined in the Scope of Services set forth on Attachment "A" attached hereto and incorporated herein by reference (the "Services");
- 2) Be willing and capable of performing the Services, including, but not limited to, proper documentation preparation, management, and event closure services;
- 3) Be knowledgeable and have experience in the provision of the Services for reimbursement through the FEMA Public Assistance and FHWA ER program; and
- 4) Be able to perform the Services and any other agreed to services in a timely manner, recognizing that the CITY desires to have this project completed within 30 days following completion of debris hauling and removal.

RESPONSE FORMAT: DEBRIS REMOVAL MONITORING

The Proposer shall prepare submitted Proposals on the forms provided by the CITY with the following information.

Company Profile:

A company profile including the firm name, business address, telephone number, year established (include former firm names and year established, if applicable), type of ownership, and parent company, if any. Provide the name of the person who shall serve as authorized negotiator for Respondent, should Respondent be selected to negotiate with CITY.

Experience:

Provide information indicative of experience on other projects of similar complexity that documents successful and reliable experience in past performance within the last seven (7) years, as it related to this proposal. The proposing firm must demonstrate that they have successfully performed services on at least 10 FEMA reimbursable disaster debris removal projects related to at least 3 different declared disasters, over the past seven (7) years, including at least two projects involving removal of at least 1,000,000 cubic yards of debris. Identify local governmental clients for whom similar services have been provided including name of client, client contact person, description of services performed and quantity of debris monitored. Provide resumes of key staff. Respondent must demonstrate special disaster recovery program management services including monitoring of private property/right-of-entry (ROE) work, waterway/marine debris clean-up, sand recovery/beach remediation, hazardous tree/limb removal, hazardous material removal, vessel and vehicle recovery, asbestos removal, data management, contracting/invoice reconciliation, and FEMA appeals assistance.

Personnel:

Provide an organizational chart, resumes, and summary of staff qualifications. Demonstrate current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal. Respondent shall document knowledge and experience of personnel with Federal, State and local emergency management agencies, programs, funding sources and reimbursement processes.

Public Records:

Any material submitted in response to this Request for Proposals will become a "public record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must claim any applicable exemptions to disclosure provided by law in their response to the Request for Proposals. Proposers must identify materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The City reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law.

Cost of Proposal Preparation:

The Proposer assumes all risks and expenses associated with the preparation and submittal of a proposal in response to this Request for Proposals. The City shall not be liable for any expenses incurred by the Proposer when responding to this Request for Proposals.

Bidder is advised that delivery services may not be timely. It shall be the Proposals sole responsibility to ensure delivery prior to the required date and time.

Conflicts:

All Respondents must certify that Respondent, nor any employee thereof, has any conflict of interest, either direct or indirect, in connection with the services sought herein pursuant to Federal or state law. Has Respondent has had a contract related to debris removal cancelled within the past seven years. If so, state the name and address of the other contracting party and reason.

Technical Approach / General Operations Plan:

Provide a description of the Proposer's approach to the project including implementation of the RFP Scope of Services, startup procedures, debris estimating methodology, and management of debris recovery contractors. Especially, as it relates to:

- Pre-impact mobilization of resources
- NIMS Compliant Span-of-Control
 - Number of Project Managers to number of Field Supervisors
 - Number of Field Supervisors to number of Monitors
- Preventing fraudulent activity occurring between the pick-up and disposal sites
- Ensuring debris removal equipment isn't sidelined due to a lack of monitors
- Monitoring of seaweed removal, where a one-to-one ratio of monitor to equipment isn't practical nor necessary.
- Identifying debris loads originating from declared First Pass roadways, separate from debris collected from other locations.

References:

The respondent shall provide references for five debris projects of similar size performed over the past seven years. Include the client name, debris quantity, brief summary of work, along with name, address, and phone number of a responsible contact person.

Capacity:

Capacity to perform services timely for the CITY is critical and could be impacted by other obligations firms may have in the general area. Provide a listing of all active or pre-event debris contracts with cities, counties, or other entities within 200 miles of the CITY of Key West. Provide current obligations of Respondent, including time schedules and staff committed.

Fee Schedule:

Each Proposer must complete and submit the Cost Proposal Form / Unit Price (Table A). Cost will be evaluated using the hourly rates submitted below for the labor positions listed. The hourly labor rates shall include all applicable overhead and profit. Overtime hours will be paid at the same rate as regular time hours. All normal expenses shall be absorbed in hourly rates, including lodging, meals, transportation, and per Diem. Special costs such as boat rental and marine expenses may be billed to the CITY at cost without mark-up. Proposer may also include additional, optional positions and services for:

<u>POSITIONS</u>	<u>Required</u>	
Principal in Charge	(Y)	(N)
Project Manager	(Y)	(N)
Deputy Project Manager / Operations Manager	(Y)	(N)
Project Coordinator	(Y)	(N)
QC / QA Safety Manager	(Y)	(N)
Data Manager	(Y)	(N)
GIS Analyst	(Y)	(N)
Field Supervisor	(Y)	(N)
Debris Site/Tower Monitors	(Y)	(N)
Collection Monitor	(Y)	(N)
Citizen Drop-Off Site Manager	(Y)	(N)
Data Entry Clerk / Clerical	(Y)	(N)
Billing/Invoice Analysts	(Y)	(N)
Billing Invoice Manager	(Y)	(N)
FEMA Coordinator / Specialist	(Y)	(N)
Public Information Support Manager	(Y)	(N)
Call Center Staff	(Y)	(N)

Submittal:

Please submit one (1) “hard copy” original and ten (10) copies on “flash drive” or CD of the proposal, for a total of ten (11) copies. Proposals and copies shall be submitted in a sealed envelope, clearly labeled with RFP Title, date, and company name.

EVALUATION OF PROPOSALS: DEBRIS REMOVAL MONITORING

Evaluation of proposals and selection of a monitoring and management firm shall be at the sole discretion of CITY. This will be a qualifications based selection. Professional firms will be evaluated using the following criteria and respective weights. Firms submitting a proposal in response to the RFP may be required to give an oral presentation to CITY representatives. The CITY's request for an oral presentation shall in no way constitute acceptance of a proposal or imply that an agreement is pending. The CITY reserves the right to award the opportunity to provide the services specified herein based on initial proposal submissions without oral presentations.

Proposals submitted will be opened publicly and read aloud at the time and place stated in the RFP.

The City will rank Proposals on the basis of a point system in which evaluation criteria will be applied. An Evaluation Panel will be appointed to review all Proposals for responsiveness and that all required submittals have been included. Any non-responsive Proposals will be rejected.

The Evaluation Panel is subject to the State Law and CITY Rules and Regulations. Florida Statute section 286.011 ("Government in Sunshine Law") requires that any meeting (including telephone conversations) between two or more members of a public board or commission, for the purpose of discussing any matter on which foreseeable action may be taken by the board or commission, must be publicly noticed and open to attendance by the general public.

The Evaluation Panel shall be established as follows:

Chairman:

Reference Verifier:

Contact Person:

Financial/Security Adviser:

Initial Orientation Meeting:

Panel members will receive a copy of each Proposal. The panel will select a Chairman. The Reference Verifier, Contact Person and Financial/Security Adviser will be introduced and their individual responsibilities reviewed with the Panel.

After the initial meeting, each Panel member will independently review the Proposals for scoring in accordance with the established evaluation criteria. Questions or comments a Panel member has relative to any Proposal shall be directed to the Contact Person. Additional meetings of the Panel may be convened to initiate discussions or to develop and direct requests for information to one or more of the Proposers, the Legal Consultant, the Reference Verifier, the Financial and Security Advisor(s), or City staff.

Ranking Meetings:

After the Panel members have completed their individual evaluations, the Panel will reconvene to score and conduct a ranking of the Proposals. The Chairman will total and average the scores of each Panel member and calculate the score for each Proposer. This will establish a numeric ranking for each Proposer based on the Proposal and attachments. Additional meetings of the Panel may be convened if deemed necessary.

Final Ranking:

The Cost Proposal point awards will then be added into the point count assigned at the end of Proposal Evaluation. The Evaluation Panel shall recommend the contract award to the Proposer with the most Cost Proposal points first, and the most Proposal points second. This action will end the duties of the Evaluation Panel.

Basis of Scoring:

A ranking of Proposers submitting shall be based on weighted scoring criteria for the Proposals as follows:

GRADING CRITERIA	Max. POINTS
Costs	
1. Staffing Ratio	15
2. Hourly Rates	35
	50
Qualifications and Experience	
3. References on recent projects of a minimum 200,000 C.Y. and scope, including two projects over 1,000,000 CY	2
4. Qualifications of firm and key staff	2
5. Diverse project experience including, ROW, C&D debris, marine debris, private property, structure demolition and vessel removal	6
6. Capacity to respond to major and catastrophic disasters, with few existing pre-event contracts within 200 miles of the City of Key West	6
7. Familiarity of local conditions	2
8. Description of past (within 5 years) and on-going litigation involving proposer and: municipality, subcontractor, etc.	5
	23
Technical Approach / Operations Plan	
9. Documentation of understanding Scope of Work	2
10. Technical Approach / General Operations Plan	2
11. Resources, capacity to perform, and Mobilization Plan	5
12. Ticket quality assurance / quality control program	8
	17
Financial Stability	
13. Years Proposer company has been in business	2
14. Proposer's net worth and working capital	3
15. Size of projects successfully completed in the past 5 years	2
16. Strength of latest financial statement	3
	10
	100

SCOPE of SERVICES: DEBRIS REMOVAL MONITORING

Staff Mobilization:

When a potential disaster threatens the CITY, the debris monitoring firm will mobilize 24 to 72 hours in advance with key staff experienced in various aspects of debris operations (including truck certification, mapping/zone development, etc.) in order to participate in the "response" phase of the disaster event. Additional Monitor staff shall be contacted and put on standby for potential mobilization. Logistical arrangements for out of town staff such as lodging arrangements for key staff, is considered to be the responsibility of the Monitor.

A sample of the mobilization task order is attached as Figure 1.

SAMPLE

SAMPLE

City of Key West Debris Removal Mobilization Task Order	
Date: _____	Time: _____ Incident / Event: _____
City Declaration Order: _____	Florida Declaration Order No.: _____
Presidential Declaration Order No.: _____	FEMA Incident / Event No.: _____
Contractor: _____	Project Manager: _____
Name of Contractor	Name of Approved PM
Contractor's Estimated Time of Arrival: _____	Number of Crews: _____
1st Push Priority Locations:	
Roads: _____	Attach: Map / GPS / GIS
Forecast Amount of Debris: Use Appropriate USACE Model	
<input type="checkbox"/> Tornado / Hurricane:	
<input type="checkbox"/> Flood Debris:	
<input type="checkbox"/> C & D:	
<input type="checkbox"/> Vegetative:	
<input type="checkbox"/> HHW:	

Figure 1

Field Documentation of Work:

Monitor shall carefully document debris removal activities as well as hazardous trees and trees that contain hazardous hanging limbs that need to be removed. Monitor will work closely with the CITY and with FEMA/FHWA to determine the most effective methods of documentation to ensure that debris removal is eligible for federal funding. Monitor shall communicate with FEMA to ensure documentation supports project reimbursement. Monitor will work with FEMA in an effort to pre-validate as much eligible debris, tree and limb removal as practical.

Collection Monitoring of Rights-of-Way and Public Property Debris:

Monitor will provide collection monitors with each of the Contractor's loading crews to ensure each load is related to the disaster and is eligible for federal reimbursement. The street address and/or GPS coordinates will be recorded on each load ticket. The Monitor will initiate a multi-part ticket in the field for each load, containing information related to the location of the debris, time, date, truck identification, truck driver, etc. The ticket will then be delivered to the temporary debris storage and reduction site (TDSRS) or disposal site with the truck driver for load rating. Load ticketing and documentation will also be performed for hazardous tree and limb removal. This project may include monitoring the removal of abandoned cars, boats, marine debris, white goods, beach cleaning, and structure demolition. Monitor will provide similar services if debris removal from private property/right-of-entry (ROE) is approved for this project. Field monitoring of debris haulers shall be performed in accordance with current FEMA, FHWA and state requirements and in coordination with the CITY.

Monitor Training:

Monitor will provide training to all employees concerning safety, eligibility for reimbursement, and disaster specific information. The Monitor will be required to perform adequate training for locally hired staff at no expense to the CITY. All Monitor employees must be able to effectively communicate to a level appropriate to their responsibilities.

Spot Checks and Auditing of Monitors:

Monitor will provide roving monitors, field coordinators, and supervisory personnel to ensure that field monitors are making accurate eligibility calls, keeping good documentation, and are working effectively with the debris removal contractor.

Project Mapping:

Maps will be used to document the debris removal progress. The final pass along each roadway will be mapped for the CITY's information, and FEMA documentation. Monitor will assist the CITY in public communication and will document and relay any citizen complaints for action by the contractor or the CITY.

Truck Certification:

Monitor will establish a team of individuals who will inspect and certify vehicles for hauling storm related debris in accordance with FEMA guidelines. A certification sheet with measurement, photos, and calculations documenting the capacity of the truck is kept for load rating and ticket auditing. Summary books will be kept at each TDSRS/disposal site for quality control. Certifications should also include a methodology to discourage collection contractors from modifying their vehicle after certification, such as identifying unique attributes to the vehicle like sideboards. Photographs of the vehicle and its driver shall be documented. Periodic spot checks and recertification of trucks that were potentially altered after initial certification shall be performed.

Quality Control / Quality Assurance, Safety Manager:

A QA/ QC program should be implemented by the Monitor to minimize errors in debris monitor tickets and all documentation functions. Eligibility of work, reliability of

documentation and data accuracy are critical in achieving full reimbursement for eligible project expenses.

TDSR / Disposal Sites:

Monitor will provide trained monitors at TDSR and disposal sites to call loads based on the amount of debris in each truck. It is imperative that these monitors make accurate calls to safeguard public funds. Monitors will also make sure that the trucks are empty as they leave the site. Furthermore, monitors will review the truck certification worksheets to make sure the trucks have not been modified to affect their capacity (shortened or removed sideboards, for example). Similar systems will be used to verify, track, and document hauling of reduced debris from TDSR sites through final disposal, if applicable.

Data Management:

Monitor will establish an advanced project data management system and enter load ticket information on a daily basis. This information can be provided to the CITY, FEMA, and the Contractor GPS coordinates or addresses for tree and stump removal, and debris removal progress, as applicable. Additionally, the staff will work with the Contractor to reconcile invoices, and review debris removal invoices for recommendation of payment by the CITY. Furthermore, Monitor will organize field information for FEMA documentation including photographs and/or GPS coordinates. Monitor will help track invoices for FEMA reimbursement and provide additional supporting information as requested.

Public Information Support:

Monitor may be asked to assist the CITY in public outreach following a disaster event as it relates to debris recovery efforts. This may include establishing and staffing (including supplying equipment, phone lines, etc.) a "debris hotline" to respond to public complaints and concerns, or establishing a website. This also may include assistance with press releases, public notices, and other public information functions. All functions will be performed in a manner to maximize federal and state reimbursement.

Funding Support:

The Monitor shall assist the CITY in securing maximum reimbursement for eligible work from state and federal agencies. Specific funding support services may include working with the CITY to develop a cash flow strategy that focuses on early reimbursement. This includes assistance in preparing a debris quantity estimate that is supported by FEMA staff, early preparation of a project worksheet to cover the estimated cost of the entire debris removal effort at the outset of the project, and assisting the CITY and FEMA personnel with Project Worksheets, Versions, etc. Monitor shall be prepared to assist CITY with appeals based on their in-depth knowledge of FEMA and FHWA reimbursement policies. Monitor shall be prepared to assist the CITY, if requested, in tracking progress of Project Worksheets and providing quick response to any problem issue that may arise that could slow funding. Monitor shall be prepared to assist CITY in finding additional funding reimbursement sources related to disaster mitigation.

Recovery Services:

The CITY is interested in selecting a monitoring firm with field implementation and FEMA reimbursement experience in community recovery including, but not limited to:

- Right-of-Entry (ROE) administration and data base management
- ROW and private property vegetative / C & D hazard removal monitoring
- ROW and private property demolition coordination and monitoring
- Monitoring of marine debris removal
- Beach sand sifting / cleaning

Other Related Services:

Services not specifically identified in this request, but are needed to provide a complete debris removal and documentation project.

Pre-Storm Coordination:

Monitor will be prepared to meet with the CITY once prior to June 1st of each year to coordinate services for the upcoming storm season. Additionally, Monitor shall meet with the CITY immediately prior to a credible disaster threat. These meetings shall occur at no cost to the CITY and are meant to facilitate increased coordination of efforts, to discuss the CITY's expectations of the Monitor, and to fast track recovery activities when a disaster strikes.

Safety Meetings and Monitoring Updates:

Safety of monitoring staff is of paramount importance. Monitor will hold regular meetings with debris monitors and staff for project updates and to communicate safety issues. If important information becomes available, the staff may meet more frequently.

Coordination Meetings with Contractor(s):

Monitor will initiate a coordination meeting with the debris removal contractor to help expedite the work, and to discuss any issues that may arise during the project. It is important that the monitor and contractor are communicating with each other to ensure a successful project.

Contractor Damages:

The Monitor may be asked to develop a database application to track and help the CITY manage damages caused by contractors during the debris clearing/removal process damages.

Status Reports:

Monitor will provide detailed daily or weekly status reports to the CITY as requested for use and information. Relevant project statistics and cumulative statistics will be shown in a straight forward manner to officials to provide information to the media or to their constituents.

ATTACHMENT A

PROFESSIONAL SERVICES REQUEST FOR PROPOSAL FOR MONITORING OF DEBRIS REMOVAL AND RELATED SERVICES UNIT PRICE PROPOSAL FORM

Proposal costs are inclusive of all related expenses including, but not limited to, contract administration, technical assistance to the City, personnel training and certification, TDMS management, services for security, safety, and associated actions necessary for implementation of debris management monitoring operations by the Proposer as defined in the Contract.

PROPOSAL FROM:

Company: _____

Address: _____

Phone/ Fax: _____

To furnish all materials, equipment and labor and to perform all work in accordance with the Contract Documents for construction of: **Professional Services for Monitoring of Debris Removal and Related Services**, located at various locations within CITY OF KEY WEST, Florida.

To: *CITY OF KEY WEST*
ATTN: CITY CLERK
525 Angela St.
P.O. Box 1409
Key West, FL 33040

- 1.0 The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into a Contract with CITY in substantially the form as the Contract included in the Proposal Documents to perform all Work and any Additional Services as specified or indicated in the Proposal Documents at the unit prices and within the times indicated in this Proposal and in accordance with the other terms and conditions of the Proposal Documents.
- 2.0 Proposer accepts all of the terms and conditions of the Invitation to Proposal and Instructions to Proposers, including without limitation those dealing with the disposition of Proposal security. The Proposal will remain subject to acceptance for 90 days after the Proposal opening, or for such longer period of time that Proposer may agree to in writing upon request of CITY.
- 3.0 In submitting this Proposal, Proposer represents, as set forth in the Contract, that:
 - A. Proposer has examined and carefully studied the Proposal Documents, the other related data identified in the Proposal Documents, and the following Addenda, receipt of all, which is hereby acknowledged;

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

- B. Proposer has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work;
 - C. Proposer is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work;
 - D. Proposer has correlated the information known to Proposer, including location of the City in relation to any proposed final disposal sites, information and observations for City's Debris Separation/Reduction and Temporary Debris Management Sites obtained from visits to the Site, any reports and drawings identified in the Proposal Documents, and all additional examinations, investigations, and data provided with the Proposal Documents;
 - E. Proposer has given the City written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in the Proposal Documents, and the written resolution thereof by the City is acceptable to Proposer;
 - F. The Proposal Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Proposal is submitted.
- 4.0 Proposer further represents that this Proposal is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false Proposal; Proposer has not solicited or induced any individual or entity to refrain from Proposal; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over City.
- 5.0 Proposer acknowledges that there are no quantities guaranteed, and Unit Cost information is solely for the purpose of comparison of Proposals, and final payment for all Unit Price Proposal items will be based on actual services provided, determined as provided in the Contract Documents.
- 6.0** Proposer acknowledges that all unit costs include any necessary insurance and bonds.

Table A – Unit Price

Positions	Staffing Ratio	Hourly Rate	Estimated Hours	Extended Cost
Principal In Charge				
Project Manager				
Deputy / Operations Manager				
IT Specialist				
Project Coordinator				
Data Manager				
GIS Analyst				
Field Supervisor				
Debris Site / Tower Monitors				
Collection Monitor				
Citizen Drop Off Site Monitor				
Data Entry Clerk/ Clerical				
Billing / Invoice Analysts				
Billing / Invoice Manager				
FEMA Coordinator / Specialist				
Public Information Support Manager				
Call Center Staff				
Total Estimated Cost				

Confirmation of Signature of Unit Price Proposal Information

Name of Proposer

Signature of Proposer

Title

7.0 Proposer’s Information:

The PROPOSER states that they are an experienced CONTRACTOR, providing Debris Monitoring Services and has completed similar Work within the last five years. This information has been provided on Contractor’s Qualifications Statement Attachment D.

8.0 Proposer accepts the provisions of the Contract. If the Proposer takes exception to any of the provisions in the Contract, the Proposer will provide a list of the exceptions under a separate Tab.

9.0 The Proposer is familiar with the terms used in this Proposal and the meanings indicated.

PROPOSAL SUBMITTED on _____, 2011.

State Contractor License No. _____ . (If applicable)

License Type: _____

If Proposer is:
An Individual

Name (typed or printed): _____

By: _____(SEAL)
(Individual's signature)

Doing business as: _____

Business address: _____

Phone No: _____ FAX No.: _____

If Proposer is:
A Partnership

Partnership Name: _____(SEAL)

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone No: _____ FAX No: _____

If Proposer is:
A Corporation

Corporation Name: _____(SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: Senior Vice President

(CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Business address: _____

Phone No: _____ FAX No: _____

Date of Qualification to do business is _____

ATTACHMENT B PROPOSER'S TECHNICAL APPROACH / GENERAL OPERATIONS PLAN

A detailed description of how the Proposer would respond to a Hurricane or other event. In the Plan, assume that A Category 2 Hurricane has made landfall on the City of Key West generating the amount of debris described below.

Vegetative Debris	146,000	Cubic Yards
Construction and Demolition Debris	48,000	Cubic Yards
Mixed Debris	6,000	Cubic Yards
White Goods	1,000	Units
House Hold Hazardous Waste	<u>1,000</u>	Pounds
 Total Yards	 200,000	

Proposer's Operations Plan should be very detailed describing:

- Meetings,
- Timeline,
- Equipment to be mobilized,
- Manpower needed,
- Monitoring of collections,
- TMDS operations,
- Demobilization,
- Monitoring site remediation if needed,
- Close out.

Proposer shall include a detailed Safety Plan. Documentation of training for each crewmember must be submitted with the Proposal and updated annually.

ATTACHMENT C

PROPOSER'S QUALIFICATIONS STATEMENT FORM

The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

1. Please describe your company in detail.

2. The address of the principal place of business is:

3. Company telephone number, fax number and e-mail addresses:

4. Number of employees:

5. Number of employees or subcontractors to be assigned to this project (per event) and what is capacity?

6. Company Identification numbers for the Internal Revenue Service:

7. Provide **Occupational License Number (and County)**, if applicable, and expiration date:

8. How many years has your organization been in business? Does your organization have a specialty?

9. What is the last project of this nature or magnitude that you have completed? Please provide project description, reference and cost of work completed.

10. Have you ever failed to complete any work awarded to you? If so, where and why?

11. Give names, addresses and telephone numbers of three individuals, corporations, agencies, or institutions for which you have previously performed work. List of ALL disaster response contracts performed in the last 5 years, including customer name, total contract amount and yards removed. Use a separate tab if necessary.

11.1.
Name _____

Address _____

Telephone No. _____

11.2.
Name _____

Address _____

Telephone No. _____

11.3.
Name _____

Address _____

Telephone No. _____

12. List the following information concerning all contracts **in progress** as of the date of submission of this bid. (In event of co-venture, list the information for all co-ventures.)

Name of Project	Owner	Value	Contracted Completion Date	% of Completion to Date

(Continue list on insert sheet, if necessary.)

13. Has the Proposer or Representative inspected the proposed project site and does the Bidder have a complete plan for performance of disaster response services?

14. Provide list of subcontractor(s), the work to be performed and also a list of major materials suppliers for this Project?

Sub Contractor Name	Address	Work to be Performed

(Continue list on insert sheet, if necessary)

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the City Manager.

15. What equipment do you own that is available for the work?

PROVIDE LIST IN ATTACHMENT

16. What equipment will you purchase for the proposed work?
(Continue list on insert sheet, if necessary)

18. What equipment will you rent for the proposed work?
(Continue list on insert sheet, if necessary)

19. State the names of the proposed project team and include resumes, and give details of his or her qualifications and experience in managing similar work.

(Continue list on insert sheet, if necessary)

20. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)

20.1 The correct name of the Proposer is:

20.2 Insurance

20.2. The business is a (Sole Proprietorship) (Partnership) (Corporation).

20.3 The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

SUBMITTED BY:

SIGNATURE
STATE OF FLORIDA)
COUNTY OF _____)

PRINT NAME/ TITLE

) SS.

)

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by _____ who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this _____ day of _____, 2011.
(NOTARY SEAL)

(Signature of person taking acknowledgment)

ATTACHMENT D
PROPOSER'S MOST CURRENT FINANCIAL STATEMENT

ATTACHMENT F

STATEMENT THAT PROPOSER IS FAMILIAR CITY'S TDMS SITES

SUMMARY OF LOCATIONS FOR TEMPORARY DEBRIS STORAGE AND REDUCTION SITES

PRIMARY SITES *(debris storage and reduction):*

1. Truman Waterfront Property approximately 5 acres
2. 5701 College Road approximately 4 acres
3. Wickers Football Field approximately 3 acres

SECONDARY SITES *(debris storage only):*

1. Trumbo Road Property approximately 2 acres
2. Indigenous Park approximately 1 acre
3. South Roosevelt Boulevard Bridal Path approximately 4 acres

ATTACHMENT G

DESCRIPTION OF AND SAMPLE OF PROPOSER'S TICKETS AND FORMS

- Sample Load Ticket
- Sample Truck Capacity Certification Form
- Sample Force Labor Ticket
- Description and Print Screens of Proposers Ticket Tracking Data Base

ATTACHMENT H

PUBLIC ENTITY CRIMES CERTIFICATION

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS,

1. This sworn statement is submitted to the City of Key West, Florida, by

(print individual's name and title)
for _____
(print name of entity submitting sworn statement)
whose business address is _____
and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement _____):

2. 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 of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "conviction" as defined in Paragraph 287.133(1)(g), 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 nolocontendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime: or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment of income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies).

___ Neither the entity submitting this sworn statement, or any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(SIGNATURE)

(DATE)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority

_____ who, after first being sworn by me,

_____ (name of individual) affixed his/her signature in the space

provided above on this _____ day of _____, 2011.

NOTARY PUBLIC

Printed Name

My commission expires:

ATTACHMENT I
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA

SS:

COUNTY OF MONROE

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS,

This sworn statement is submitted to the City of Key West, Florida, by

_____ (print individual's name and title)

for _____ (print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is

(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement):

I, the undersigned, being hereby duly sworn, depose and say that no sum has been paid and no sum will be paid to any employee or elected official of the City of Key West as a commission, kickback, reward or gift, directly or indirectly, by me or any member of my company, or by any officer or agent of the corporation.

BY: _____

TITLE: _____

sworn and prescribed before me this ____ day of _____, 2011.

NOTARY PUBLIC, State of Florida
My commission expires:

ATTACHMENT J

CONFLICT OF INTEREST STATEMENT

Proposer must disclose the name of any person that is an employee of the City and also an officer, director, employee or agent of the Proposer, or a relative of an officer, director, employee or agent of the Proposer. Further, each Proposer must disclose the name of any City employee that owns, directly or indirectly, an interest of one percent (1%) or more in the Proposer's company, its affiliates, or parent or subsidiary organizations.

Persons Name

Describe the Persons Possible Conflict of Interest

ATTACHMENT K

LOCAL VENDOR CERTIFICATION PURSUANT TO CKW ORDINANCE 09-22 SECTION 2-798

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a. **Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.**
- b. **Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.**
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
 - o Not a local vendor pursuant to Ordinance 09-22 Section 2-798
 - o Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

If you qualify, please complete the following in support of the self certification & submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name: _____ Phone: _____

Current Local Address: _____ FAX: _____
(P.O Box numbers may not be used to establish status)

Length of time at this address _____

Signature of Authorized Representative

Date

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____.

By _____, of _____
(Name of officer or agent, title of officer or agent acknowledging) Name of corporation

or has produced _____ as identification
(type of identification)

Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank

Return Completed form with
Supporting documents to:
City of Key West Purchasing

ATTACHMENT L

ACKNOWLEDGEMENT OF CONFORMANCE WITH O.S.H.A. STANDARDS

TO: CITY OF KEY WEST

Proposer's Name: _____, hereby acknowledge and agree that I/We have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health Act of 1970, and all State and Local Safety and Health regulations, and agree to indemnify and hold harmless the CITY, its officers, agents, employees, and consultants against any and all legal liability or loss the CITY, its officers, agents, employees, and consultants may incur due to failure to comply with such act.

ATTEST

PROPOSERS NAME

ATTEST

By: _____

Title: _____

DATE

ATTACHMENT M

**COPY OF STATE OF FLORIDA BUSINESS LICENSE;
CORPORATE FILINGS; OR
ARTICLES OF INCORPORATION AS
REQUIRED BY THE SECRETARY OF STATE, FLORIDA**

ATTACHMENT N

MINIMUM REQUIREMENTS FOR EVIDENCE OF INSURABILITY

Insurance / Evidence of Insurability

1. CONTRACTOR shall secure and maintain throughout the duration of this Agreement insurance of such types and in such amounts as specified below, naming the CITY as an additional insured, underwritten by a firm qualified to do business in the State of Florida. CONTRACTOR shall not permit allow any Subcontractor to commence work on its Subcontract until the insurance required of the Subcontractor has been obtained an approved.
2. All insurance policies shall be issued by companies authorized in the State of Florida, with an A.M. Best rating of A-:VI or higher and shall provide evidence of such insurance to the CITY. The policies or certificates shall provide thirty (30) days prior to cancellation written notices for all of the required insurance policies stated below. All notices shall name the CONTRACTOR and identify the agreement or contract number. The City of Key West, all Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees are to be added as "additional insured" as respects liability arising out of activities performed by or on behalf of the CONTRACTOR.
3. The status of the CONTRACTOR in the work to be performed outlined in this contract shall be that of an independent Contractor. As such, CONTRACTOR shall properly safeguard against any and all damage, loss or injury to persons or property that may arise, or be incurred in or during the conduct or progress of said work without regard to whether or not CONTRACTOR, its Subcontractors, agents, or employees have been negligent.
4. The CONTRACTOR shall assume all responsibility for risks or casualties of every description, for any and all damage, loss or injury, to persons or property arising out of the nature of the work; negligence or failure of its employees and Subcontractors to comply with the Contract Documents; arising from action of the elements or from any unforeseen or unusual difficulty. The CONTRACTOR shall indemnify and save harmless the CITY, and all of its officers, agents and employees from all claims, demands and liabilities of any kind whatsoever in connection with work resulting from any acts of omission or commission chargeable to the CONTRACTOR, its Subcontractors and/or their respective duly authorized servants and/or employees. The CONTRACTOR agrees that the foregoing indemnification clause shall be insured under its Commercial General Liability policy, which must be endorsed to include Contractual Liability. If the CITY deems it necessary, the CONTRACTOR shall produce evidence of claims that have eroded the aggregate limit.
5. WORKER'S COMPENSATION INSURANCE - The CONTRACTOR shall procure and shall maintain during the life of this Contract Workmen's Compensation Insurance in compliance with the Compensation law of the State of Florida for all of its employees to be engaged in such work at the site of the project under this Agreement and in case of any such work is sublet, the CONTRACTOR shall require the Subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by

the CONTRACTOR 's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under Workmen's Compensation Statute, the CONTRACTOR shall provide and shall cause such Subcontractor to provide adequate employer's liability insurance for the protection of such if its employees are not otherwise protected.

6. Contractor's Commercial General Liability Insurance and Automobile Liability Insurance
 - a. The CONTRACTOR 's Commercial General Liability (CGL) shall be in an amount acceptable to the CITY but not less than \$1,000,000.
 - i. Combined Single Limit per occurrence and \$2,000,000 annual aggregate per project. The City of Key West must be named as an additional insured. The coverage must include:
 - a. Commercial Form
 - b. Premises/Operations
7. CONTRACTOR shall maintain products/completed Operations
 - a. Independent Contractors (if any part of the Work is to be subcontracted)
 - b. Broad Form Property Damage
 - c. Personal Injury
 - d. Cross-Liability Coverage
8. CONTRACTOR shall maintain products/completed operations coverage with a combined single limit no less than \$1,000,000 per occurrence of bodily injury/property damage for a period of at least twelve (12) months following final acceptance of Contractor's work by the CITY.
9. The CONTRACTOR's Commercial automobile Liability insurance must provide coverage for owned, non-owned, and hired vehicles and trailers used in connection therewith, with a combined single limit for bodily injury and property damage no less than \$1,000,000 per occurrence, with the City of Key West named as additional insured.
10. The insurance required herein and approval of CONTRACTOR's insurance by the CITY shall not relieve or decrease the liability of the CONTRACTOR hereunder.
11. SUBCONTRACTOR'S COMMERCIAL GENERAL LIABILITY INSURANCE AND VEHICLE LIABILITY INSURANCE - The Contractor shall either (1) require each of its Subcontractors to procure and to maintain during the life of its subcontract, Commercial General Liability Insurance and Vehicle Liability Insurance of the type and in the amounts specified in Sub-Paragraph 10.6 hereof, or; (2) to insure the activities of its Subcontractors in its policy, as specified in Sub-Paragraph 10.6 hereof.

12. SCOPE OF INSURANCE AND SPECIAL HAZARDS - The insurance required under Sub-Paragraph 3 and 4 hereof is a minimum to provide adequate protection for the Contractor and its Subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operation be by the insured or by anyone directly or indirectly employed by the insured and, also against any of the special hazards which may be encountered in the performance of this Contract.

13. RENEWAL REQUIREMENTS- If any of the property or casualty insurance requirements are not complied with at their renewal dates, payments to the Contractor will be withheld until those requirements have been met or, at the option of the City of Key West, City of Key West may pay the renewal premium and withhold such payment from any monies due the Contractor.

14. CLAIMS- In the event that claims in excess of the insured amounts provided are filed by reason of any operations under the services provided by the Contractor, the amount of excess of such claims, or any portion thereof, may be withheld from payment due until such time as the Contractor shall furnish such additional security covering such claims as may be determined by the City of Key West.

ATTACHMENT O

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR MONITORING
DEBRIS REMOVAL AND RELATED SERVICES PROVIDER: COPY OF CONTRACT
DOCUMENTS**

ATTACHMENT P

**COPY OF THE REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES FOR
MONITORING DEBRIS REMOVAL AND RELATED SERVICES PROVIDER**