



LEE COUNTY
SOUTHWEST FLORIDA
BOARD OF COUNTY COMMISSIONERS

John E. Manning
District One

(239) 533-5450

Cecil L. Pendergrass
District Two

September 10, 2013

Larry Kiker
District Three

Tammy Hall
District Four

Mr. Nathaniel Counsell
Thompson Consulting Services, LLC
1135 Townpark Avenue, Suite 2101
Lake Mary, FL 32746

Frank Mann
District Five

Roger Desjarlais
County Manager

Andrea Fraser
Acting County Attorney

SUBJECT: B-130369 DISASTER DEBRIS MONITORING SERVICES

Donna Marie Collins
County Hearing Examiner

ENCLOSURE (1): Executed Copy of Service Provider Agreement

Dear Mr. Counsell

Enclosed is your executed copy of the Service Provider Agreement for the project known as "Disaster Debris Monitoring Services".

The Contract will commence on October 1, 2013, your Contract No. is **6484** and must be on all invoices.

If you should have any questions, please contact our office at the above number.

Sincerely,
PROCUREMENT MANAGEMENT

Diana Khan
Office Manager

C: FinanceOnBase@leeclerk.org
Lindsey Sampson
Jason Fournier
Project File

C-6484

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT is made and entered into this 13th day of August, 2013, between the Board of County Commissioners of LEE COUNTY, a political subdivision of the STATE OF FLORIDA hereinafter referred to as the "COUNTY", and Thompson Consulting Services, LLC hereinafter referred to as the "PROVIDER".

WITNESSETH

WHEREAS, the COUNTY desires to obtain the services of said PROVIDER as further described herein referred to as **B-130369 DISASTER DEBRIS MONITORING SERVICES**, and,

WHEREAS, the PROVIDER hereby certifies that it has been granted and possesses valid, current licenses to do business in the State of Florida and in Lee County, Florida, issued by the respective State Board and Government Agencies responsible for regulating and licensing the services to be provided and performed by the PROVIDER pursuant to this Agreement; and,

WHEREAS, the PROVIDER has reviewed the services required pursuant to this Agreement and is qualified, willing and able to provide and perform all such services in accordance with the provisions, conditions and terms hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing, and the terms and provisions as contained herein, the parties agree that a Contract shall exist between them consisting of the following:

ARTICLE 1.0 - SCOPE OF SERVICES

PROVIDER hereby agrees to provide and perform the Services required and necessary to complete the services and work as set forth in EXHIBIT "A", dated July 15 2013, entitled "SCOPE OF SERVICES", which is attached hereto and made a part of this Agreement.

ARTICLE 2.0 - DEFINITIONS

2.1 COUNTY shall mean the Board of County Commissioners of Lee County, a political subdivision of the State of Florida, and all officials and employees.

2.2 PROVIDER shall mean the individual, firm or entity offering services which, by execution of this Agreement, shall be legally obligated, responsible, and liable for providing and performing any and all of the services, work and materials, including services and/or the work of subcontractors, required under the covenants, terms and provisions contained in this Agreement.

2.3 SERVICES shall mean all services, work, materials, and all related professional, technical and administrative activities that are necessary to perform and complete the services required pursuant to the terms and provisions of this Agreement.

2.4 ADDITIONAL SERVICES shall mean any additional services that the COUNTY may request and authorize, in writing, which are not included in the Scope of Services as set forth in Article 1.0 above.

2.5 CHANGE ORDER shall mean a written document executed by both parties to this Agreement setting forth such changes to the Scope of Services as may be requested and authorized in writing by the COUNTY.

2.6 SUPPLEMENTAL TASK AUTHORIZATION as used refers to a written document executed by both parties to an existing Professional Service Agreement, or Service Provider Agreement, setting forth and authorizing a limited number of Professional Services, tasks, or work. Such Supplemental Task Authorizations are consistent with and have previously been included within the scope of services in the initial Professional Services Agreement, or Service Provider Agreement, for which authorization has not been previously given or budgeted.

ARTICLE 3.0 - OBLIGATIONS OF THE PROVIDER

The obligations of the PROVIDER with respect to all the Basic Services and Additional Services authorized pursuant to this Agreement shall include, but not be limited to the following:

3.1 LICENSES. The PROVIDER agrees to obtain and maintain throughout the terms of this Contract all such licenses as are required to do business in the State of Florida and in Lee County, Florida, including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the services provided and performed by the PROVIDER.

3.2 QUALIFIED PERSONNEL. The PROVIDER agrees that when the services to be provided and performed relate to a professional service(s) which, under Florida Statutes, requires a license, certificate of authorization, or other form of legal entitlement to practice such services, to employ and/or retain only qualified personnel to be in charge of all Basic Services and Additional Services to be provided pursuant to this Agreement.

3.3 STANDARDS OF PROFESSIONAL SERVICE. The PROVIDER agrees to provide and perform all services pursuant to this Agreement in accordance with generally accepted standards of professional practice and, in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of governmental agencies which regulate or have jurisdiction over the services to be provided and/or performed by the PROVIDER.

3.4 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

(1) Responsibility to Correct. The PROVIDER agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, reports, memoranda, other documents and other services, work and materials performed, provided, and/or furnished by PROVIDER. The PROVIDER shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in such data, studies and other services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of PROVIDER.

(2) County's Approval Shall Not Relieve Provider of Responsibility. Neither review, approval, or acceptance by COUNTY of data, studies, reports, memoranda, and incidental professional services, work and materials furnished hereunder by the PROVIDER, shall in any way relieve PROVIDER of responsibility for the adequacy, completeness and accuracy of its services, work and materials. Neither the COUNTY'S review, approval or acceptance of, nor payment for, any part of the PROVIDER'S services, work and materials shall be construed to operate as a waiver of any of the COUNTY'S rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

3.5 LIABILITY - PROVIDER TO HOLD COUNTY HARMLESS.

The PROVIDER shall be liable and agrees to be liable for, and shall indemnify, defend and hold the COUNTY harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs, expert witness and professional consultation services, and attorneys' fees arising out of the PROVIDER'S errors, omissions, and/or negligence. The PROVIDER shall not be liable to, nor be required to indemnify the COUNTY for any portions of damages arising out of any error, omission, and/or negligence of the COUNTY, its employees, agents, or representatives.

3.6 NOT TO DIVULGE CERTAIN INFORMATION. PROVIDER agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without the COUNTY'S prior written consent, or unless incident to the proper performance of PROVIDER'S obligations hereunder, or as provided for or required by law, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed; any non-public information concerning the services to be rendered by PROVIDER, AND PROVIDER shall require all of its employees and subcontractor(s) to comply with the provisions of this paragraph.

3.7 RESPONSIBILITY FOR ESTIMATES. In the event the services required pursuant to this Agreement include the PROVIDER preparing and submitting to the COUNTY any cost estimates, the PROVIDER, by exercise of his experience and judgement shall develop its best cost estimates and shall be held accountable, responsible and liable for the accuracy, completeness, and correctness of any and all such cost estimates to the extent provided hereafter.

3.8 ADDITIONAL SERVICES. Should the COUNTY request the PROVIDER to provide and perform professional services under this contract which are not set forth in EXHIBIT "A", the PROVIDER agrees to provide and perform such ADDITIONAL SERVICES as may be agreed to in writing by both parties to this Agreement.

ADDITIONAL SERVICES shall be administered and executed as "CHANGE ORDERS" or "SUPPLEMENTAL TASK AUTHORIZATIONS" under the Agreement. The Provider shall not provide or perform, nor shall the COUNTY incur or accept any obligation to compensate the PROVIDER for any ADDITIONAL SERVICES, unless a written CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION shall be executed by the parties.

Each such CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION shall set forth a description of (1) the Scope of the ADDITIONAL SERVICES requested; (2) the basis of compensation; and (3) the period of time and/or schedule for performing and completing the ADDITIONAL SERVICES.

ARTICLE 4.0 - COMPENSATION AND METHOD OF PAYMENT

4.1 BASIC SERVICES. The COUNTY shall pay the PROVIDER for all requested and authorized basic services rendered hereunder by the PROVIDER and completed in accordance with the requirements, provisions, and/or terms of this Agreement as set forth in EXHIBIT "B" dated July 15, 2013, which is attached hereto and made a part of this Agreement.

4.2 ADDITIONAL SERVICES. The COUNTY shall pay the PROVIDER for all ADDITIONAL SERVICES as have been requested and authorized by the COUNTY and agreed to in writing by both parties to this Agreement, and according to the terms for compensation and payment of said ADDITIONAL SERVICES as set forth in EXHIBIT "B".

4.3 METHOD OF PAYMENT.

(1) MONTHLY STATEMENTS.

The PROVIDER shall be entitled to submit not more than one invoice statement to the COUNTY each calendar month covering services rendered and completed during the preceding calendar month. The PROVIDER'S invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Agreement or CHANGE ORDER(S) or SUPPLEMENTAL TASK AUTHORIZATION(S). The PROVIDER'S invoice statements shall contain a breakdown of charges, description of service(s) and work provided and/or performed, and, where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in the Agreement or in CHANGE ORDER(S) or SUPPLEMENTAL TASK AUTHORIZATION(S).

(2) PAYMENT SCHEDULE.

The COUNTY shall issue payment to the PROVIDER within thirty (30) calendar days after receipt of an invoice statement from the PROVIDER in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the COUNTY object or take exception to the amount of any PROVIDER'S invoice statement, the COUNTY shall notify the PROVIDER of such objection or exception with the thirty (30) calendar day payment period set forth hereinbefore. If such objection or exception remains unresolved at the end of said thirty (30) calendar day period, the COUNTY shall withhold the disputed amount and make payment to the PROVIDER of the amount not in dispute. Payment of any disputed amount will be resolved by the mutual agreement of the parties to this Agreement.

4.4 PAYMENT WHEN SERVICES ARE TERMINATED AT THE CONVENIENCE OF THE COUNTY. In the event of termination of this Agreement at the convenience of the COUNTY, the COUNTY shall compensate the PROVIDER for: (1) all services performed prior to the effective date of termination; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the PROVIDER in affecting the termination of services and work, and incurred by the submittal to the COUNTY of any documents.

4.5 PAYMENT WHEN SERVICES ARE SUSPENDED. In the event the COUNTY suspends the PROVIDER'S services or work on all or part of the services required by this Agreement, the COUNTY shall compensate the PROVIDER for all services performed prior to the effective date of suspension and reimbursable expenses then due and any reasonable expenses incurred or associated with, or as a result of such suspension.

4.6 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE IN SCOPE OF SERVICES. In the event the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased due to: (1) termination; (2) suspension in whole or in part; and (3) and/or are modified by the subsequent issuance of CHANGE ORDER(S), the PROVIDER shall not be entitled to receive compensation for anticipated professional fees, profit, general and administrative overhead expenses or for any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, cancelled or decreased.

ARTICLE 5.0 - TIME AND SCHEDULE OF PERFORMANCE

5.01 NOTICE TO PROCEED. Following the execution of this Agreement by both parties, and after the PROVIDER has complied with the insurance requirements set forth hereinafter, the COUNTY shall issue the PROVIDER a WRITTEN NOTICE TO PROCEED. Following the issuance of such NOTICE TO PROCEED the PROVIDER shall be authorized to commence work and the PROVIDER thereafter shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion.

5.02 TIME OF PERFORMANCE. The PROVIDER agrees to complete the services required pursuant to this Agreement within the time period(s) for completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", dated July 15, 2013, entitled "SCHEDULE OF PERFORMANCE", which EXHIBIT "C" is attached hereto and made a part of this Agreement.

Should the PROVIDER be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes beyond the control of the PROVIDER, or its sub-consultant(s) and/or subcontractor(s), and not due to their fault or neglect, the PROVIDER shall notify the COUNTY, in writing, within five (5) calendar days after the commencement of such delay, stating the cause(s) thereof and requesting an extension of the PROVIDER'S time of performance. Upon receipt of the PROVIDER'S request for an extension of time, the COUNTY shall grant the extension if the COUNTY determines the delay(s) encountered by the PROVIDER, or its sub-consultant(s) and/or subcontractor(s), is due to unforeseen causes and not attributable to their fault or neglect.

5.03 PROVIDER WORK SCHEDULE. The PROVIDER shall be required as a condition of this Agreement to prepare and submit to the COUNTY, on a monthly basis, commencing with the issuance of the NOTICE TO PROCEED, a PROVIDER'S WORK SCHEDULE. The WORK SCHEDULE shall set forth the time and manpower scheduled for all of the various phases and/or tasks required to provide, perform and complete all of the services and work required for completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", pursuant to this Agreement in such a manner that the PROVIDER'S planned and actual work progress can be readily determined. The PROVIDER'S WORK SCHEDULE of planned and actual work progress shall be updated and submitted by the PROVIDER to the COUNTY on a monthly basis.

5.04 FAILURE TO PERFORM IN A TIMELY MANNER. Should the PROVIDER fail to commence, provide, perform, and/or complete any of the services and work required pursuant to this Agreement in a timely and diligent manner, the COUNTY may consider such failure as justifiable cause to terminate this Agreement. As an alternative to termination, the COUNTY at its option may, upon written notice to the PROVIDER, withhold any or all payments due and owing to the PROVIDER, not to exceed the amount of the compensation for the work in dispute, until such time as the PROVIDER resumes performance of his obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements as set forth in this Agreement.

ARTICLE 6.0 - SECURING AGREEMENT

The PROVIDER warrants that the PROVIDER has not employed or retained any company or person other than a bona fide employee working solely for the PROVIDER to solicit or secure this Agreement and that the PROVIDER has not paid or agreed to pay any person, company, corporation or firm other than a bona fide employee working solely for the PROVIDER any commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 7.0 - ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The PROVIDER shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of PROVIDER with a third party; or (2) the disestablishment of the PROVIDER'S professional practice and the establishment of the successor PROVIDER. Nor shall the PROVIDER subcontract any of its service obligations hereunder to third parties without prior written approval of the COUNTY. The PROVIDER shall have the right, subject to the COUNTY'S prior written approval, to employ other persons and/or firms to serve as subcontractors to PROVIDER in connection with the PROVIDER performing services and work pursuant to the requirements of this Agreement.

In providing and performing the services and work required pursuant to this Agreement, PROVIDER intends to engage the assistance of subcontractor(s) as set forth in EXHIBIT "D", dated 2013, entitled "PROVIDER'S ASSOCIATED SUBCONTRACTORS", which EXHIBIT "D" is attached hereto and made a part of this Agreement.

ARTICLE 8.0 - APPLICABLE LAW

This Agreement shall be governed by the laws, rules and regulations of the State of Florida, or the laws, rules and regulations of the United States when providing services funded by the United States government.

ARTICLE 9.0 - NON-DISCRIMINATION

The PROVIDER for itself, its successors in interest, and assigns, as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to the COUNTY hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. Should PROVIDER authorize another person, with the COUNTY'S prior written consent, to provide services to the COUNTY hereunder, PROVIDER shall obtain from such person a written agreement pursuant to which such person shall, with respect to the services which he is authorized to provide, undertake for himself the obligations contained in this Section.

ARTICLE 10.0 - INSURANCE

10.1 INSURANCE COVERAGE TO BE OBTAINED

(1) The PROVIDER shall obtain and maintain such insurance or self-insurance as will protect him from: (1) claims under Workers' Compensation laws, Disability Benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of his employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property including loss or use resulting therefrom, any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of this Agreement, whether such services, work and operations be by the PROVIDER, its employees, or by any sub-consultant(s), subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

(2) The insurance protection set forth hereinabove shall be obtained for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

(3) The PROVIDER shall require, and shall be responsible for insuring, throughout the time that this Agreement is in effect, that any and all of its subcontractors obtains and maintains until the completion of that subcontractor's work, such of the insurance coverage's described herein and as are required by law to be provided on behalf of their employees and others.

(4) The PROVIDER shall obtain, have and maintain during the entire period of this Agreement all such insurance or a self-insurance program as set forth and required herein.

10.2 PROVIDER REQUIRED TO FILE INSURANCE CERTIFICATE(S)

(1) The PROVIDER, within fourteen (14) calendar days from receipt of the COUNTY'S written Notice of Award, shall submit to the COUNTY all such insurance certificates or self-insurance program documentation as are required under this Agreement. Failure of the PROVIDER to submit such certificates and documents within the required time shall be considered cause for the COUNTY to find the PROVIDER in default and terminate the contract. Before the PROVIDER shall commence any service or work pursuant to the requirements of this Agreement, the PROVIDER shall obtain and maintain insurance coverage's of the types and to the limits specified hereinafter, and the PROVIDER shall file with the COUNTY certificates of all such insurance coverage's.

(2) All such insurance certificates shall be in a form and underwritten by an insurance company(s) acceptable to the COUNTY and licensed in the State of Florida.

(3) Each Certificate of Insurance or self-insurance program documentation shall be submitted to the COUNTY in triplicate.

(4) Each Certificate of Insurance shall include the following:

(A) The name and type of policy and coverage's provided;

(B) The amount or limit applicable to each coverage provided;

(C) The date of expiration of coverage.

(D) The designation of the Lee County Board of County Commissioners both as an additional insured and as a certificate holder. (This requirement is excepted for Professional Liability Insurance and for Workers' Compensation Insurance); and

ARTICLE 11.0 - INSURANCE COVERAGES REQUIRED

The PROVIDER shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

(1) WORKERS' COMPENSATION

Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident

\$500,000 disease limit

\$500,000 disease – policy limit

(2) COMMERCIAL GENERAL LIABILITY

Coverage must be afforded on a form no more restrictive than the last edition of the Commercial General Liability Policy filed by the Insurance Services Office. Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

- \$1,000,000 per occurrence
- \$2,000,000 general aggregate
- \$1,000,000 products and completed operations
- \$1,000,000 personal and advertising injury

Coverage must include the following:

- (A) Contractual coverage applicable to this specific Agreement including any hold harmless and/or such indemnification agreement.

(3) BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Services Office and must include the following:

- (A) Minimum limits of \$1,000,000.00 combined single limit (CSL).
- (B) Coverage shall include owned vehicles, hired and leased, or non-owned vehicles.

(4) ERRORS AND OMISSIONS

~~Coverage shall include professional liability insurance, to cover claims arising out of negligent acts, errors or omissions of professional advice or other professional services.~~

~~Coverage must include the following:~~

- ~~(A) \$1,000,000 combined single limit (CSL) of BI and PD~~
- ~~(B) Such additional requirements as are set forth in Articles 13.01 and 13.02 hereinabove.~~
- ~~(C) Should the Professional Liability Insurance Policy issued pursuant to the above requirements and limits be written so as to provide an applicable deductible amount, or other exclusion or limitation as to the amount of coverage to be provided within the minimum coverage limits set forth above, the COUNTY shall hold the CONSULTANT responsible and liable for any such difference in the amount of coverage provided by the insurance policy. In the event of any such deductible amount, exclusion or limitation, the CONSULTANT shall be required to provide written documentation that is acceptable to the COUNTY establishing that the CONSULTANT has the~~

~~financial resources readily available to cover damages, injuries and/or losses which are not covered by the policy's deductible amounts, exclusions and/or limitations as stated above.~~

*The required minimum limit of liability shown in (2) Commercial General Liability and (3) Business Automobile Liability, may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

ARTICLE 12.0 - DUTIES AND OBLIGATIONS IMPOSED ON THE PROVIDER

The duties and obligations imposed upon the PROVIDER by this Agreement and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.

ARTICLE 13.0 - OWNERSHIP AND TRANSFER OF DOCUMENTS

All documents such as payment records, notes, computer files, evaluations, reports and other records and data relating to the services specifically prepared or developed by the PROVIDER under this Agreement shall be the property of the PROVIDER until the PROVIDER has been paid for performing the services and work required to produce such documents.

Upon completion or termination of this Agreement, all of the above documents to the extent requested by the COUNTY shall be delivered to the COUNTY or to any subsequent PROVIDER within thirty (30) calendar days.

The PROVIDER, at its expense, may make and retain copies of all documents delivered to the COUNTY for reference and internal use.

ARTICLE 14.0 - MAINTENANCE OF RECORDS

The PROVIDER will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this Agreement. Said records and documentation will be retained by the PROVIDER for a minimum of five (5) years from the date of termination of this Agreement, or for such period as required by law.

The COUNTY and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the COUNTY deems necessary during the period of this Agreement, and during the period as set forth in the paragraph above; provided, however, such activity shall be conducted only during normal business hours of the PROVIDER and at the expense of the COUNTY.

ARTICLE 15.0 - HEADINGS

The headings of the Articles, Sections, Exhibits, and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Articles, Section, Exhibits and Attachments.

ARTICLE 16.0 - ENTIRE AGREEMENT

This Agreement, including the referenced Exhibits and Attachments hereto, constitutes the entire Agreement between the parties hereto.

The following listed documents, which are referred to hereinbefore, are attached to and are acknowledged, understood and agreed to be an integral part of this Agreement:

- (1) EXHIBIT "A" entitled "Scope of Professional Services" dated July 15, 2013.
- (2) EXHIBIT "B" entitled "Compensation and Method of Payment" dated July 15, 2013.
- (3) EXHIBIT "C" entitled "Time and Schedule of Performance" dated July 15, 2013.
- (4) EXHIBIT "D" entitled "Consultant's Associated Sub-Consultant(s) and SubContractor(s)", dated July 15, 2013.
- (5) EXHIBIT "E" entitled "Project Guidelines and Criteria", dated July 15, 2013.
- (6) EXHIBIT "F" entitled "Amendment to Articles", dated July 15, 2013.
- (7) EXHIBIT "G" entitled "Insurance". (Containing copies of applicable Certificates of Insurance)

ARTICLE 17.0 - NOTICES AND ADDRESS

17.1NOTICES BY PROVIDER TO COUNTY All notices required and/or made pursuant to this Agreement to be given to the PROVIDER to the COUNTY shall be in writing and shall be given by the United States Postal Service to the following COUNTY address of record:

Lee County Board of County Commissioners
PO Box 398
Ft Myers FL 33902-0398
Attention: Solid Waste Division

17.2NOTICES BY AUTHORITY TO PROVIDER All notices required and/or made pursuant to this Agreement to be given by the COUNTY to the PROVIDER shall be made in writing and shall be given by the United States Postal Service to the following PROVIDER'S address of record:

Thompson Consulting Services, LLC
1135 Townpark Avenue, Suite 2101
Lake Mary, FL 32746
Phone/Fax: 407.792.0018/407.878.7858
Attention: Mr. Nathaniel Counsell
Email : ncounsell@thompsoncs.net

17.3 CHANGE OF ADDRESS. Either party may change its address by written notice to the other party given in accordance with the requirements of this Article.

ARTICLE 18.0 - TERMINATION

This Agreement may be terminated by the COUNTY at its convenience, or due to the fault of the PROVIDER, by giving thirty (30) calendar days written notice to the PROVIDER. If the PROVIDER is adjudged bankrupt or insolvent; if it makes a general assignment for the benefit of its creditors; if a trustee or receiver is appointed for the PROVIDER or for any of its property; or if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; or if it disregards the authority of the COUNTY'S designated representatives; or if it otherwise violates any provisions of this Agreement; or for any other just cause, the COUNTY may, without prejudice to any other right or remedy, and after giving the PROVIDER written notice, terminate this Agreement.

ARTICLE 19.0 - MODIFICATIONS

Modifications to the terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed Supplemental Task Authorization(s) or CHANGE ORDER(S). In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written Supplemental Task Authorization(s) or CHANGE ORDER(S) shall take precedence.

ARTICLE 20.00 – SEVERABILITY

If any word, phrase, sentence, part, subsection, or other portion of this Agreement, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force, and effect.

ARTICLE 21.00 – VENUE

Venue for any administrative and/or legal action arising under this Agreement shall be in Lee County, Florida.

ARTICLE 22.00 – NO THIRD PARTY BENEFICIARIES

Both parties explicitly agree, and this Agreement states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

ARTICLE 23.0 - ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the parties in the space provided.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first written above.

ATTEST:

COUNTY: LEE COUNTY, FLORIDA

CLERK OF CIRCUIT COURT
Linda Doggett, Clerk

BOARD OF COUNTY COMMISSIONERS

BY: *Lisa S. Pierce*

BY: *[Signature]*
Chair

DATE: ~~8/13/13~~ 9/6/13 *lp*

APPROVED AS TO FORM

BY: *[Signature]*
County Attorney's Office



Thompson Consulting Services, LLC
Firm

[Signature]
(Witness)

BY: *[Signature]*
(Authorized Signature)

[Signature]
(Witness)

Jon Hoyle, President
(Printed Name & Title)

DATE: 8/16/13



Date: July 15, 2013

SCOPE OF SERVICES

for B-130369 DISASTER DEBRIS MONITORING SERVICES

BASIC SERVICES

Section 1. GENERAL SCOPE STATEMENT

The PROVIDER shall provide and perform the following services, which shall constitute the GENERAL SCOPE of the BASIC SERVICES under the covenants, terms, and provisions of this SERVICE PROVIDER AGREEMENT.

General Overview of Tasks:

The following debris monitoring activities are divided into pre and post event tasks. Pre-event tasks are to be provided as described below. Post-event tasks will be assigned at the direction of Lee County and are based on event severity and Lee County's need for services; certain tasks may not be assigned for events.

Pre-event

Overview:

The Provider provides assistance in the preparation for disasters through participation in meetings, workshops, and the establishment of data management and other integrated systems.

Task 1 Information updates:

Within 60 days of contract execution and annually thereafter before June 1st, the Provider will, at no cost:

- Provide for County approval a detailed debris monitoring training program. Training program must, at a minimum, meet the training requirements for debris monitors as outlined by FEMA. All personnel supplied to Lee County under this agreement must also be sufficiently trained according to this program.
- Provide annually (with training program), a list of key personnel and temporary service agencies that will be utilized during a Lee County disaster debris monitoring event.
- Provide and maintain current contact names for project director(s), Fax, cell phone numbers, and e-mail addresses.

Task 2 Workshops:

Participate in pre-hurricane workshops and/or planning meetings with Lee County, its municipal representatives, debris clean-up contractors, etc. to establish/review applicable policies and procedures for upcoming hurricane season. Coordinate the scheduling of same with County's designated project manager.

Task 3 Training:

Conduct 1-2 day training on debris monitoring for county and municipal agencies.

Post-Event

Overview:

As a result of hurricane or other disaster, the Provider provides assistance with load inspections related to storm debris cleanup being performed by one or more debris collection contractors or municipal agencies.

Provider shall supply sufficient number of trained monitors and trained supervisors to accommodate the volume of debris to be removed at collection sites and debris staging areas.

Provider shall supply supervisors as directed by the County to oversee crew leaders. The County, based on geographical locations of debris monitoring teams and the scope of the project, shall determine the number of supervisors required.

Provider shall supply an initial work force of up to 20 monitors, as directed by the County, within 24 hours of notification to proceed.

Provider shall designate one monitor as a working crew leader for each crew of 6 monitors, including the crew leader. Crew leader will act as contact and be responsible for time sheets, assist County representative with scheduling of monitors and coordination of ticketing and load verifications.

Provider shall remove any of its employees from Lee County's service, immediately upon notice from contract administrator or representative. Provider shall replace any dismissed employees within 24 hours of the County's notice.

Provider's employees shall not present themselves as Lee County employees and shall not direct or quote policy to the customers. Information on collection schedules or operations shall be referred to Lee County staff.

Post Event:

Task 4 Debris Estimations:

At the direction of Lee County, the Provider shall review County debris estimates and supply the requested number of personnel based on the volume of material, geographical locations and severity of the disaster.

Task 5 Collection Vehicle Certification:

As directed by Lee County the Provider shall perform initial vehicle certifications as well as follow up re-certifications as needed.

- Receive incoming collection vehicles at designated “certification site(s)”
- Measure collection vehicle capacity using FEMA approved method
- Calculations shall include all “deductions” for non-usable volumes such as, dog houses, sloped or rounded bulk heads and/or tailgates.
- Certifications must include separate calculations for sideboards if so equipped so as to be easily identified as a “deduct” at the disposal area in the event that these items are removed.
- Sideboards, tailgate type, and any other notable equipment must be indicated on the certification form
- All other required fields on the vehicle certification forms must be completed
- Certification forms must be completed in triplicate with the original copy maintained as record and provided to the County, the second copy is provided to the debris management contractor and the third copy is to be provided to the vehicle owner/operator. Additional copies may be available dependent upon the type of form used at the time of certification; determination of additional distribution will be determined at that time.
- Prepare certification “placard” decal for collection vehicles and apply as to be visible from the driver’s side of the vehicle. Photographs should be taken at this time with the certification decal clearly identifiable in the photographs.
- Photographic records of all certified vehicles shall be maintained, supplied to Lee County, and made available for inspection as needed.
- Certifications shall be maintained in a data base with real time updates to the field.
- A complete certification list shall be provided to each disposal site for reference.
- Copies of the certification forms and certified vehicle list shall be provided to Lee County and the debris collection contractor at a minimum daily when new certifications are added.

Task 6 Collection Monitoring:

As directed by Lee County the Provider shall perform work area inspections of storm debris collection – Work Areas are as directed by the Contract Administrator. The Contractor will provide trained, comprehensive field inspections for debris collected in assigned work areas utilizing load tickets and other documentation processes. These services may include any or all of the following:

- Debris monitoring of multifaceted debris collection activities.
- Issue and maintain a record of accurately detailed load tickets, in the field, for each fully loaded debris removal vehicle.
- Tickets must include, at a minimum, street names/location of where the debris was collected, and certified collection vehicle number. Other ticket fields shall be completed as indicated.
- Monitor the overall work performance and productivity of the debris collection vehicles. Make photographic records as appropriate.
- Remain in contact with the central dispatch/staging operations; provide detailed activity/progress reports daily or as requested.

- Verify load ticket content and sign (legibly) each load ticket before allowing the vehicle to leave the work area and proceed to the disposal site.
- Coordinate with each collection vehicle operator, that the assigned collection area is completed and specify the location where the vehicle is to return to, immediately following the delivery of its load to the disposal location.
- Identify and communicate any questions or issues in the work area that could potentially impact eligibility for cost reimbursements to Lee County.
- Prior to issuing a load ticket, confirm that the collection vehicle is properly tarped and that all debris is safely secure and confined within the vehicle prior to leaving the work area.
- Inspect work areas and identify larger bulky items such as tree stumps, hazard trees, and construction & demolition debris requiring special pick-up or arrangements.
- GPS coordinates will be provided by the contractor and used for all tree stumps and special collection items. Items shall not be collected until authorized by Lee County or its representative.
- Identify potential collection issues and maintain a location list of these areas for review by the County and its debris management contractor as needed, but at a minimum, by the close of each day.
- Record on maps the streets in which debris was previously collected for disposal. Maintain a complete record of all collection “passes”.
- Perform other duties as directed by debris management operational office or designated County personnel.
- Provider shall compile daily and supply weekly, for each employee, legibly signed time sheets in triplicate with the original supplied to the County representative. Each time sheet shall include, the date, hours of work performed, location of work performed, and shall be verified and signed by a County staff member supervising the associated work area.

Task 7 Monitor Temporary Debris Management Sites (TDMS):

As directed by Lee County, Provider shall provide TDMS inspection and recording services related to debris collected and delivered to the TDMS, including but not limited to:

- Monitor multiple contractors and multiple vehicles delivering materials to the TDMS.
- Maintain a copy of the collection vehicle certification log at each TDMS
- Verify each collection vehicle, delivering debris to the TDMS:
 - The certified placard information and the provided load ticket must match the vehicle certification log and must include the placard number and the volume as provided on placard
- Confirm that collection vehicle is properly tarped when arriving at the TDMS.
- If directed by the County, photograph each loaded vehicle bed and attach photograph to vehicle’s load manifest/ticket or link with digital photographic records, as applicable.
- Review truck’s manifest and observe the truck bed to confirm that the truck was loaded to capacity or as described on manifest ticket. Determine loaded volume at sites where scales are not in use.
- Initialize inbound load tickets before permitting truck to leave the TDMS check-in area to empty its load.
- Prior to exit from the TDMS, confirm that collection vehicles are completely empty; vehicles that are not completely emptied will not receive a completed dump ticket until they are empty.

- Maintain all debris tickets in an organized manner for daily reconciliation and storage.
- Troubleshoot questions and problems at the TDMS and identify issues that could impact eligibility for cost reimbursements.
- Remain in contact with the central dispatch/staging operation command center. Notify County supervision immediately of any issues or potential issues.
- Perform other duties as directed by County contract administrator, e.g. conduct final inspections and issue closeout reports.
- Provider shall compile daily and supply weekly, for each employee, legibly signed time sheets in triplicate with the original supplied to the County representative. Each time sheet shall include, the date, hours of work performed, location of work performed, and shall be verified and signed by a County staff member supervising the associated area.

Task 8 Data Management:

As directed by Lee County, the Provider shall coordinate data recording and information management systems, including but not limited to:

- Prepare detailed estimates and submit to Florida Department of Emergency Management (FDEM) and FEMA for use in Project Worksheet preparation.
- Implement and maintain a disaster debris management system linking load ticket and TDMS information, including reconciliation and photographic documentation processes.
- Provide daily, weekly or other periodic reports for County and/or municipal debris managers noting work progress and efficiency, current/revised estimates, project completion and other schedule forecasts/updates.

Task 9 Other Technical/Administrative Assistance:

At the direction of the County, the Provider shall provide technical assistance related to post-event response, including but not limited to:

- Route mapping
- Traffic management
- TDMS review
- Baseline assessment
- Private property identification/negotiations
- Contractor management and/or FEMA negotiations.

EXHIBIT B

Date: July 15, 2013

COMPENSATION AND METHOD OF PAYMENT

For B-130369 DISASTER DEBRIS MONITORING SERVICES

Section 1. BASIC SERVICES/TASK(S)

The COUNTY shall compensate the PROVIDER for providing and performing the Task(s) set forth and enumerated in EXHIBIT "A", entitled "SCOPE OF SERVICES", as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the PROVIDER should be established and set forth below for each task or sub-task described and authorized in Exhibit "A". In accordance with Agreement Article 5.02(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
	Disaster Debris Monitoring Services on an as needed basis when requested by Lee County.			
1 - 3	Pre Event Services	No Cost		
4 - 9	Post Event Services	See Attachment No. 1 to this Exhibit B.	NTE	WIPP
TOTAL				

(Unless list is continued on next page)

CMO:033
09/25/01

Section 2. ADDITIONAL SERVICES

The COUNTY shall compensate the PROVIDER for such ADDITIONAL SERVICES as are requested and authorized in writing for such amounts or on such a basis as may be mutually agreed to in writing by both parties to this Agreement. The basis and/or amount of compensation to be paid the PROVIDER for ADDITIONAL SERVICES requested and authorized in writing by the COUNTY shall be as set forth in Article 3.8 of this Agreement.

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated 7/15/13, entitled "PROVIDER'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the PROVIDER'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the PROVIDER shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto dated 7/15/13, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS" and the Conditions of this agreement.

ATTACHMENT NO. 1 TO EXHIBIT B

Date: July 15, 2013

PROVIDER'S PERSONNEL HOURLY RATE SCHEDULE ***

for B-130369 DISASTER DEBRIS MONITORING SERVICES

PROVIDER OR SUB-CONSULTANT NAME

(A separate Attachment No. 1 should be included for each Sub-PROVIDER)

Project Position of Classification (Function to be Performed)	Hourly Rate To Be Charged
Project Manager	\$60.00 per hour
Field Coordinator	\$28.00 per hour
Field Monitors, Staging Monitors and Crew Leaders	\$30.75 per hour
Supervisor	\$46.00 per hour
Data Entry	\$27.00 per hour

*NOTE: A separate personnel hourly rate schedule should also be attached for each Sub-PROVIDER listed in Exhibit "D".

CMO:033
09/25/01

ATTACHMENT NO.2 TO EXHIBIT B

Date: July 15, 2013

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

for B-130369 DISASTER DEBRIS MONITORING SERVICES

PROVIDER OR SUB-CONTRACTORS NAME _____
 (A separate Attachment No. 2 should be included for each Sub-PROVIDER)

ITEM	BASIS OF CHARGE
Commercial Air Travel – for specific personnel for post event services	Actual Cost (Coach)
Vehicle Travel Allowance (or)	\$0.565/Mile
Vehicle Rental/Gas	Actual Cost
Lodging (Per Person)	Actual Cost or NTE \$100.00
Meals: Breakfast Lunch Dinner In accordance with the GSA M&IE schedule for Travel utilizing the “Fort Myers, Florida” rates	\$ 9.00 \$13.00 \$24.00
Tolls	Actual Cost
NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).	

NOTE: N.T.E. indicates Not-To-Exceed
 CMO:033
 01/01/2010

EXHIBIT C

Date: July 15, 2013

TIME AND SCHEDULE OF PERFORMANCE

for B-130369 DISASTER DEBRIS MONITORING SERVICES

This EXHIBIT C establishes times of completion for the various phases and tasks required to provide and perform the services and work set forth in EXHIBIT "A" of this Agreement. The times and schedule of performance set forth hereinafter is established pursuant to Article 6.00 of this Agreement.

Phase and/or Task Reference As Enumerated in EXHIBIT "A"	NAME OR TITLE Of Phase and/Task	Number Of Calendar Days For Completion Of Each Phase And/or Task	Cumulative Number Of Calendar Days For Completion From Date of Notice to Proceed
All	The term of this agreement will commence on the date first written in this Agreement and will terminate on November 30, 2015.	TBD	TBD
	The term may be extended by up to two, one-year periods at the sole discretion of the County.		

Date: July 15, 2013

PROVIDER'S ASSOCIATED SUB-CONTRACTOR(S)

for B-130369 DISASTER DEBRIS MONITORING SERVICES

PROVIDER has identified the following Sub-CONTRACTOR(s) and/or SubContractor(s) which may be engaged to assist the PROVIDER in providing and performing services and work on this Project:

(If none, enter the word "none" in the space below.)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm	Disadvantaged, Minority or Women Business Enterprise. (If Yes, Indicate Type)			Sub-PROVIDER Services are Exempted from Prime PROVIDER's Insurance Coverage	
		Yes	No	Type	Yes	No
	To Be Determined					

CMO:035
09/25/01

EXHIBIT E

Date: July 15, 2013

PROJECT GUIDELINES AND CRITERIA

B-130369 DISASTER DEBRIS MONITORING SERVICES

The COUNTY has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and/or Requirements which shall serve as a guide to the PROVIDER in performing the professional services and work to be provided pursuant to this Agreement:

Item No. 1

Contractor Minimum Supply Responsibilities

The following items will be supplied by the contractor to its' staff at no additional cost to the County:

- Food/Beverages (coolers if necessary)
- Cameras/Film/Processing
- Safety vests/any PPEs
- Employees shall be supplied with identification badges and uniforms or T-shirts with Contractors name visible.
- Detailed weekly Time sheets in Triplicate, with Location of work, verified and signed by County staff member. (Travel time will Not be Included)
- Hotel invoices must include name of staff member for each room and must show a zero balance
- Maps/General Office supplies

Notes:

Compensation in the form of hourly rates (Exhibit B, Attachment 1) include all Provider management personnel, overhead, benefits and operational expenses, e.g. copies, reproductions, shipping, communications, and computer charges.

Provider's full-time employees, subcontractors' personnel and temporary contract personnel, not residing in Lee, Hendry, Charlotte and Collier Counties are eligible for lodging, rental cars, mileage and per diem, invoiced on actual cost not to exceed the rates indicated in Exhibit B (Attachment 2).

Costs for professional associates, subcontractors and/or temp contract labor shall be charged in accordance with Provider's personnel hourly rate schedule in Attachment No. 1 to Exhibit B and in accordance with non-personnel reimbursable expenses and cost in Attachment No. 2 to Exhibit B.

Date: July 15, 2013

AMENDMENT TO ARTICLES

For: B-130369 DISASTER DEBRIS MONITORING SERVICES

For amending (i.e., changing, deleting from or adding to) the articles.

NOTE: Each Article to be amended should be set forth and described in such a manner as to clearly indicate what the proposed changes, deletions or additions are with respect to the present Article provisions, and should set forth the wording of the Article resulting from the Amendment. The following identification system should be followed: Indicate additional (new) words or phrases by inserting the words in the text and then underline, (i.e., Months) and indicated words or phrases in the text to be deleted by striking over (i.e. ~~Weeks~~).

THE PROVISIONS HEREBY SUPERCEDE ANY PROVISIONS TO THE CONTRARY CONTAINED ELSEWHERE IN THE ARTICLES OR EXHIBITS.

AMENDMENT NO. 1

ARTICLE 11.0 - INSURANCE COVERAGE'S REQUIRED – is hereby amended as follow

ERRORS AND OMISSIONS

~~Coverage shall include professional liability insurance, to cover claims arising out of negligent acts, errors or omissions of professional advice or other professional services. Coverage must include the following:~~

~~(A) — \$1,000,000 combined single limit (CSL) of BI and PD~~

~~(B) — Such additional requirements as are set forth in Articles 13.01 and 13.02 hereinabove.~~

~~(C) — Should the Professional Liability Insurance Policy issued pursuant to the above requirements and limits be written so as to provide an applicable deductible amount, or other exclusion or limitation as to the amount of coverage to be provided within the minimum coverage limits set forth above, the COUNTY shall hold the CONSULTANT responsible and liable for any such difference in the amount of coverage provided by the insurance policy. In the event of any such deductible amount, exclusion or limitation, the CONSULTANT shall be required to provide written documentation that is acceptable to the COUNTY establishing that the CONSULTANT has the financial resources readily available to cover damages, injuries and/or losses which are not covered by the policy's deductible amounts, exclusions and/or limitations as stated above.~~

CMO:
09/25/01

CONTRACT REVIEW CHECKLIST

CONTRACT TYPE: SERVICE PROVIDER AGREEMENT

SUBJECT: Project known as: Disaster Debris Monitoring Services
between Lee County and Thompson Consulting Services (V#414237)

Reference: Department Director approval:
County Administrator approval:

Reference: Board action approving contract/agreement
August 13, 2013 Agenda Item No. C8A

The subject contract is forwarded herewith for review and/or endorsements:

(1) By the Director of Routed by Procurement Management

Project Sponsoring Department

- Recommending execution
- Not recommending execution for the following reason(s)

Date received _____ Date returned/forwarded _____
Signed _____

RECEIVED BY
LEE CO. ATTORNEY
2013 AUG 26 AM 8:52

(2) By Procurement Management
 Recommending execution
 Not recommending execution for the following reason(s)

Date received 8-20-13 Date returned/forwarded 8-21-13
Signed Diana Khan

(3) By the Risk Management
 Recommending execution
 Not recommending execution for the following reason(s)

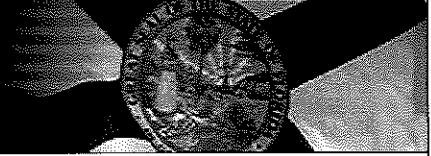
Date received Aug 21, 2013 Date returned/forwarded Aug 23, 2013
Signed _____

(4) By the County Attorney
 Recommending execution
 Not recommending execution for the following reason(s)

Date received _____ Date returned/forwarded _____
Signed DAC 8-29-13

- (5) **BOARD**
- (6) Clerks Office, Minutes Department
- (7) **PROCUREMENT MGMT.** Diana Khan

RECEIVED
AUG 23-2013
MINUTES OFFICE

**FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS****Detail by Entity Name****Foreign Limited Liability Company**

THOMPSON CONSULTING SERVICES, LLC

Cross Reference Name

THOMPSON CONSULTING SERVICES, LLC

Filing Information

Document Number	M11000002276
FEI/EIN Number	452015453
Date Filed	05/05/2011
State	DE
Status	ACTIVE
Last Event	DROPPING DBA
Event Date Filed	01/20/2012
Event Effective Date	NONE

Principal Address1135 TOWNPARK AVE STE 2101
LAKE MARY, FL 32746-4790

Changed: 04/10/2013

Mailing Address1135 TOWNPARK AVE STE 2101
LAKE MARY, FL 32746-4790

Changed: 04/10/2013

Registered Agent Name & AddressVCORP SERVICES, LLC
5011 SOUTH STATE ROAD 7, SUITE 106
DAVIE, FL 33314

Address Changed: 09/21/2011

Manager/Member Detail**Name & Address**

Title MGR

COUNSELL, NATHANIEL T
4030 BERMUDA GROVE PLACE
LONGWOOD, FL 32779

Title MGR

HOYLE, JON M
1920 REDWOOD GROVE TERRACE

LAKE MARY, FL 32746

[E-Filing Services](#)

[Document Searches](#)

[Forms](#)

[Help](#)

Title MGR

MANNING, MICHAEL V
2970 COTTAGE HILL ROAD
MOBILE, AL 36606

Title MGR

BAKER, JOHN HIII
2970 COTTAGE HILL ROAD
MOBILE, AL 36606

Title MGR

SHUMOCK, JAMES H
2970 COTTAGE HILL ROAD
MOBILE, AL 36606

Annual Reports

Report Year	Filed Date
2012	04/05/2012
2013	04/10/2013

Document Images

04/10/2013 -- ANNUAL REPORT	View image in PDF format
04/05/2012 -- ANNUAL REPORT	View image in PDF format
01/20/2012 -- Dropping Alternate Name	View image in PDF format
05/05/2011 -- Foreign Limited	View image in PDF format

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20130624

1. ACTION REQUESTED/PURPOSE:

(A) Approve the award of Formal Bid No. B-130369, Disaster Debris Monitoring Services, to the lowest qualified bidder, Thompson Consulting Services, LLC, with an estimated weekly cost of \$204,499.00 (depending on the storm severity and level/quantity of services required) for a contract period of two-years with the option to renew for two additional one-year periods.

(B) Authorize the Chairman to execute the Service Provider Agreement. (#20130624-SOLID WASTE)

2. FUNDING SOURCE:

No funds required at this time. Funds will be transferred and budgeted from reserves when a storm event requires such action

3. WHAT ACTION ACCOMPLISHES:

Provides assistance to Lee County for Debris Removal Monitoring services and assistance in the preparation for disasters through participation in meetings, workshops, and the establishment of data management and other integrated systems. Provides assistance with load inspections and record-keeping during debris cleanup activities performed by one or more collection contractors or municipal agencies.

4. MANAGEMENT RECOMMENDATION: Approve

5. Departmental Category: C8A

6. Meeting Date: 8/13/2013

7. Agenda:

Consent

8. Requirement/Purpose: *(specify)*

- Statute
- Ordinance
- Admin Code AC-4-4
- Other

9. Request Initiated

Commissioner:
Department: SOLID WASTE
Division: No Divisions
By: Lindsey Sampson

10. Background:

On June 25, 2013 the Division of Procurement Management received four sealed bids for the Disaster Debris Monitoring Services. Step One involved evaluation of the vendor qualifications by the Review Committee. As a result of the review, the Committee determined all four vendors True North Emergency Management, Thompson Consulting Services, LLC, Witt O'Brien's LLC and SAIC were qualified and should proceed to Step Two (bid opening). On July 2, 2013 as part of Step Two, the bids were opened. The low bidder was Thompson Consulting Services, LLC.

Funding will be transferred and budgeted from reserves only when required.

Attachments:

- (1) Tabulation Sheet
- (2) Sample Service Provider Agreement
- (3) Thompson Consulting Services, LLC Bid
- (4) Evaluation Meeting Minutes

11. Required Review:

<i>Lindsey Sampson</i>	<i>Robert Franceschini</i>	<i>Thelma Davis</i>	<i>Dawn Perry-Lehnert</i>	<i>Peter Winton</i>	<i>Doug Meurer</i>
SOLID WASTE	Purchasing	Budget Analyst	County Attorney	Budget Services	Public Works Director

12. Commission Action:

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

8/5/2013

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

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

PRODUCER Stewart Sneed, Hewes - Mobile A Division of BancorpSouth Insurance Services P. O. Box 9973 Mobile, AL 36691-0973		(251) 380-1017 CONTACT NAME: Wilson Russ PHONE (A/C, No., Ext.): (251) 380-1017 FAX (A/C, No.): (251) 380-1578 E-MAIL ADDRESS: wilson.russ@bxsi.com															
INSURED Thompson Consulting Services LLC 1135 Townpark Ave Ste 2101 Lake Mary, FL 32746		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Evanston Insurance Company</td> <td>35378</td> </tr> <tr> <td>INSURER B: National Fire Ins. Co Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER C: Transportation Insurance Company</td> <td>20494</td> </tr> <tr> <td>INSURER D: Valley Forge Insurance Company</td> <td>20494</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Evanston Insurance Company	35378	INSURER B: National Fire Ins. Co Hartford	20478	INSURER C: Transportation Insurance Company	20494	INSURER D: Valley Forge Insurance Company	20494	INSURER E:		INSURER F:	
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INSURER D: Valley Forge Insurance Company	20494																
INSURER E:																	
INSURER F:																	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> GENERAL LIABILITY		13PKGM00256	1/1/2013	1/1/2014	EACH OCCURRENCE \$ 5,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000	
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000	
						PERSONAL & ADV INJURY \$ 5,000,000	
						GENERAL AGGREGATE \$ 5,000,000	
						PRODUCTS - COM/OP AGG \$ 5,000,000	
	GEN'L AGGREGATE LIMIT, APPLIES PER:					\$	
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					\$	
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY		2097385745	1/1/2013	1/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS					BODILY INJURY (Per person) \$	
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS					BODILY INJURY (Per accident) \$	
						PROPERTY DAMAGE (Per accident) \$	
						\$	
C	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR		2097385793	1/1/2013	1/1/2014	EACH OCCURRENCE \$ 5,000,000*	
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 5,000,000*	
	DED RETENTION \$					\$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	2097385843	1/1/2013	1/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N				N/A	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Contractors Pollution Ljab		13PKGM00256	1/1/2013	1/1/2014	Ea CPL Condition Limit \$5,000,000	
A	Professional Liability		13PKGM00256	1/1/2013	1/1/2014	Ea PL Condition Limit \$5,000,000	

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

*Note: Umbrella applies to Automobile Liability and Employers Liability only

RE: B-130369 Disaster Debris Monitoring Services; Certificate holder is named as an additional insured on the General Liability and Auto Liability as required by written contract.

CERTIFICATE HOLDER

Lee County Board of County Commissioners
 P. O. Box 398
 Fort Myers, FL 33902-

CANCELLATION

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

AUTHORIZED REPRESENTATIVE