

RESOLUTION NO. 2018 - 20

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD RFP NO. 17-69 AND TO EXECUTE AGREEMENTS FOR DISASTER DEBRIS MONITORING SERVICES.

RECITALS

WHEREAS, the County desires to enter into contract with Tetra Tech, Inc. to provide Disaster Debris Monitoring Services in accordance with RFP No. 17-69; and

WHEREAS, the scope of the services shall include but may not be limited to furnishing all labor and materials necessary to perform disaster debris monitoring services in the event of a declared disaster, such as natural events including hurricanes, tornadoes, windstorms, floods and fires, as well as man-made events or emergencies, such as civil unrest and terrorist attacks impacting the County in accordance with RFP No. 17-69; and

WHEREAS, through the County's formal RFP process, Tetra Tech, Inc. was selected as qualified respondent to enter into contract with the County to perform the work referenced above; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the proposed contract (attached hereto, an incorporated herein) and finds that entering into contracts to complete the work services serves a public purpose.

WHEREAS, the contract will be finalized after negotiations but will be in substantial conformance with the attached draft contract.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to award RFP 17-69 to Tetra Tech, Inc. and to execute contracts to provide the services set forth therein.

Section 3. Upon board approval, the County Administrator, or designee, is authorized to execute agreements in substantially the same form and format as the attached draft on behalf of the County to provide the scope of services as specifically provided in RFP 17-69.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 16th day of January, 2018.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: Henry Dean
Henry Dean, Chair

ATTEST: Hunter S. Conrad, Clerk

By: Sam Hetherman
Deputy Clerk

RENDITION DATE 1/18/18





**CONTINUING CONSTRUCTION CONTRACT AGREEMENT
BETWEEN COUNTY AND CONTRACTOR**

(2012 EDITION)

MASTER CONTRACT #: _____

This Contract Agreement ("Agreement") is made and entered into as of this _____ day of _____, 20____, by and between **ST. JOHNS COUNTY, FL** ("County"), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, Florida, 32084, and **Tetra Tech, Inc.**, ("Contractor"), a company authorized to do business in the State of Florida, with offices located at 2301 Lucien Way, Suite 120, Maitland, FL 32751; Phone: (321)441-8500; Email: betty.kamara@tetrattech.com; under seal for **RFP No: 17-69; Disaster Debris Monitoring Services**. In consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows.

ARTICLE I – THE CONTRACT AND THE CONTRACT DOCUMENTS

1.1 The Contract and Contract Documents

1.1.1 The Contract between the County and the Contractor, of which this Agreement is a part, shall consist of the Contract Documents.

1.1.2 The Contract Documents shall consist of: (1) this Agreement together with all exhibits, attachments, and duly executed amendments; (2) all RFP No: 17-69 documents together with all addenda thereto; (3) all Specifications; and (4) all duly executed Amendments, Task Orders, Change Orders and Field Orders issued after the Effective Date of the Contract. Documents not enumerated in this Article are not Contract Documents and do not form part of the Contract.

1.2 Contract Term and Extension

1.2.1 Unless terminated or extended in accordance with other provisions contained herein, the initial term of the Contract shall begin on the date of signature by the County ("Effective Date"), and shall remain in effect for a period of five (5) calendar years.

1.3 Entire Agreement

1.3.1 The Contract, together with the Contractor's Public Construction Bond(s) (as applicable), and Certificates of Insurance constitutes the entire agreement between the County and the Contractor with reference to RFP No: 17-69; Disaster Debris Monitoring Services. Specifically, but without limitation, the Contract supersedes any RFP Document not listed among the Contract Documents described herein and all prior written and/or oral communications, representations and negotiations, if any, between County and Contractor.

1.4 No Privity with Others

1.4.1 Nothing contained in the Contract shall create, or be interpreted to create privity or any other contractual agreement between County and any person or entity other than the Contractor.

1.5 Intent and Interpretation

1.5.1 The intent of the Contract is to require complete, correct and timely execution of the Work. Any work that may be required, implied, or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Project Price as provided by Task Order.

1.5.2 The Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

1.5.3 When a word, term or phrase is used in the Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

1.5.4 The words "include," "includes" or "including," as used in the Contract, shall be deemed to be followed by the phrase "without limitation."

- 1.5.5 The specification herein of any act, failure, refusal, omission, event, occurrence, or condition as constituting a material breach of the Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence, or condition shall be deemed not to constitute a material breach of the Contract.
- 1.5.6 Words or terms used as nouns in the Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.
- 1.5.7 The headings, titles and captions contained herein are inserted for convenience only and in no way are intended to interpret, define, or limit the scope, extent, or intent of the Contract or any provision thereof.
- 1.5.8 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings and the Product Data and shall give written notice to the County of any inconsistency, ambiguity, error or omission which the Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance or the express or implied approval by the County of the Contract Documents, Shop Drawings, or Product Data shall not relieve Contractor of the continuing duty set forth in this paragraph. The County has requested that the Project Manager only oversee preparation of documents for the Work, including the Drawings and Specifications for the Work, which are accurate, adequate, consistent, coordinated, and sufficient for construction. HOWEVER, THE COUNTY MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS. By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction. The Contractor further acknowledges that it has not, does not, and shall not rely upon any representation or warranties by the County concerning such documents as no such representation or warranties have been or are hereby made.
- 1.5.9 As between numbers and scaled measurements on the Drawings and in the Design, the numbers shall govern; as between larger scale and smaller scale drawings, the larger scale shall govern.
- 1.5.10 Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the Design, shall control the Contractor in dividing the Work or in establishing the extent or Scope of Work to be performed by Subcontractors.
- 1.6 Ownership of Contract Documents
 - 1.6.1 The Contract Documents, and each of them, shall remain the property of the County. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Work; provided, however, that in no event shall the Contractor use, or permit to be used, any or all of such Contract Documents on other projects without County's prior written authorization.

ARTICLE II – THE WORK

- 2.1 The Contractor shall perform all of the Work required, implied, or reasonably inferable from the Contract.
- 2.2 The term "Work" shall mean whatever is done by or required of the Contractor to perform and complete its duties under the Contract, including the following: construction of the whole or a designated part of a project as set forth each Task Order; furnishing of any required Surety Bonds and insurance; and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by the Contract. The Work to be performed by the Contractor on each project shall be specifically described in, and authorized by Task Order issued by the County. Each Task Order issued by the County under the Contract shall further specify the amount of time permitted for completion of the Work ("Project Time") and the amount to be paid as compensation for completion of Work ("Project Price").

ARTICLE III – PROJECT TIME

- 3.1 Time and Liquidated Damages
 - 3.1.1 The Contractor shall commence the Work for each project upon receipt of a Notice to Proceed, or as stated on the fully executed Task Order, issued by the County, and shall reach Substantial and Final Completion of all Work as specified by Task Order.

For each project, the number of calendar days from the date on which the Work is permitted to proceed through the date set forth in the Task Order for Final Completion shall constitute the "Project Time."

3.1.2 For each project, the Contractor shall pay the County the sum of nine hundred fifty eight dollars (\$958.00), based on the FDOT Table provided in the RFP Document for each and every calendar day of unexcused delay in achieving Substantial Completion of the Work beyond the date specified by Task Order for Substantial Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the County, estimated at or before the time of issuing the Task Order. When the County reasonably believes that Substantial Completion shall be inexcusably delayed the County shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the County to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the County has withheld payment, the County shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

3.2 Substantial Completion

3.2.1 "Substantial Completion" shall mean that stage in the progression of the Work when the Work is sufficiently complete as provided by Task Order that the County can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose.

3.3 Time is of the Essence

3.3.1 All limitations of time set forth in the Contract Documents are of the essence of this Contract.

ARTICLE IV – PROJECT PRICE

4.1 The Project Price

4.1.1 The County shall pay, and the Contractor shall accept, as full and complete payment for all Work required by each Task Order, the amount specified and authorized by each Task Order upon completion of the Work for each project. The amount set forth in each Task Order shall not exceed two hundred thousand dollars (\$200,000), without prior written authorization by the County Administrator or authorized designee.

ARTICLE V – PAYMENT OF THE PROJECT PRICE

5.1 Schedule of Values

5.1.1 Upon request by the County, the Contractor shall submit a Schedule of Values allocating the Project Price to the various portions of the Work included in the Task Order for each project. The Contractor's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as the County may require, in order to substantiate its accuracy. The Contractor shall not imbalance its Schedule of Values, nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of the Contract. The Schedule of Values shall be used only as a basis for the Contractor's Requests for Payment and shall only constitute such basis after it has been agreed upon in writing by the County.

5.2 Payment Procedure

5.2.1 The County shall pay the Project Price to the Contractor as provided below.

5.2.2 Progress Payments - Based upon the Contractor's Requests for Payment submitted to the County and upon Certificates for Payment subsequently issued to the County by the Project Manager, the County shall make progress payments to the Contractor on account of the Project Price. Retainage in the amount of ten percent (10%) will be withheld from each progress payment until County has issued Final Acceptance of the Work. Progress payments for each project shall be provided by Task Order.

5.2.3 On or before the fifteenth (15th) day of each month after commencement of the Work for each project, the Contractor shall submit an Application for Payment for the period ending the thirtieth (30th) day of the previous month to the Project Manager in such form and manner, and with such supporting data and content, as the Project Manager may require. Therein, the Contractor may request payment for ninety percent (90%) of that portion of the Project Price properly incorporated in the Work less the total amount of previous payments received from the County.

Such Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the Work has progressed to the level for which payment is requested, that the Work has been properly installed or performed in full accordance with the Contract Documents, and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the Project Manager (and Engineer if applicable) shall review the Application for Payment and may also review the Work at the project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by the Contract Documents. The Project Manager shall determine and certify to the County the amount properly owing to the Contractor. The County shall make partial payments on accounts of the Project Price within thirty (30) days following the Project Manager's receipt of each Application for Payment. The amount of each partial payment shall be the amount certified for payment by the Project Manager less such amounts, if any, otherwise owing by the Contractor to the County or which the County shall have the right to withhold as authorized by the Contract. The Project Manager's certification of the Contractor's Application for Payment shall not preclude the County from the exercise of any of its rights as set forth in Paragraph 5.3 herein below.

- 5.2.4 The Contractor warrants that title to all Work covered by an Application shall pass to the County no later than time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which payments have been received from the County shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.
- 5.2.5 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which such Subcontractor is entitled. In the event the County becomes informed that the Contractor has not paid a Subcontractor as herein provided, the County shall have the right, but not the duty or obligation, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the County, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the County to repeat the procedure in the future.
- 5.2.6 No progress payment, nor any use or occupancy of any project by the County, shall be interpreted to constitute an acceptance of any Work not in strict accordance with the Contract Documents.

5.3 Withheld Payment

- 5.3.1 County may decline to make payment, may withhold funds and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the County from loss because of:
- (1) defective Work not remedied by the Contractor and, in the opinion of the County, not likely to be remedied by the Contractor;
 - (2) claims of third parties against the County or the County's property;
 - (3) failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
 - (4) evidence that the balance of the Work cannot be completed in accordance with the Task Order for unpaid balance of the Project Price;
 - (5) evidence that the Work shall not be completed in the time required for Substantial or Final Completion of the Work;
 - (6) repeated failure (two or more times) to carry out the Work as specified by Task Order;
 - (7) damage to the County or a third party to whom the County is, or may be, liable;
 - (8) failure by the Contractor to timely pay, any, and all, applicable taxes, fees (including permit or use fees), costs, or expenses, associated with the Project.

In the event that the County makes written demand upon the Contractor for amounts previously paid by the County as contemplated in this Subparagraph 5.3.1, the Contractor shall promptly comply with such demand.

5.4 Unexcused Failure to Pay

- 5.4.1 If within ten (10) days after the date established by Task Order for payment to the Contractor by the County, the County, without cause or basis hereunder, fails to pay the Contractor any amount due and payable to the Contractor, then the Contractor may after seven (7) additional days, written notice to the County and the Project Manager, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from the County have been received. Any payment not made within ten (10) days after the date due shall bear interest at the rate of twelve percent (12%) per annum.

5.5 Substantial Completion

5.5.1 When the Contractor believes the Work required by Task Order for each project is Substantially Complete, the Contractor shall submit to the Project Manager a list of items to be completed or corrected. When the Project Manager on the basis of an inspection determines that the Work is in fact Substantially Complete, the Project Manager shall prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion of the Work, shall state the responsibilities of the County and the Contractor for project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Guarantees required by the Contract Documents shall commence on the date of Substantial Completion of the Work. The Certificate of Substantial Completion shall be submitted to the County and the Contractor for their written acceptance of the responsibilities assigned to them in such certificate.

Until Final Completion and acceptance of the Work by the County, the County shall pay the Contractor an amount equal to ninety percent (90%) of the Project Price. Ten Percent (10%) of the Project Price shall be retained until Final Completion, acceptance of the Work by the County and Final Payment to the Contractor.

5.6 Final Completion and Final Payment

5.6.1 When all the Work required by Task Order for each project is finally complete and the Contractor is ready for a Final Inspection, it shall notify the County and the Project Manager thereof in writing. Thereupon, the Project Manager shall make Final Inspection of the Work and, if the Work is complete in full accordance with the project Task Order and the Task Order has been fully performed, the Project Manager shall promptly issue a Final Certificate for Payment for the project and if required to repeat its Final Inspection of the Work, the Contractor shall bear the cost of such repetition of the Work, the Contractor shall bear the cost of such repeat Final Inspection(s) which cost may be deducted by the County and all other Authorities having jurisdiction under Florida Laws or regulations.

5.6.1.1 If the Contractor fails to achieve Final Completion within the time fixed in the Certificate of Substantial Completion, the Contractor shall pay the County liquidated damages at the sum shown in Paragraph 3.1.2. per day for each and every calendar day of unexcused delay in achieving Final Completion beyond the date set forth for Final Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the County, estimated at or before the time of issuance of the Task Order. When the County reasonably believes that Final Completion shall be inexcusably delayed, the County shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the County to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Final Completion, or any part thereof, for which the County has withheld payment, the County shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

5.6.2 The Contractor shall not be entitled to Final Payment unless and until it submits to the Project Manager its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work on each project for which the County, or the County's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of claims and lien from all Subcontractors of the Contractor and of any and all other parties required by the County; consent of Surety, if any, to Final Payment. If any third party fails or refuses to provide a release of claim or waiver of a lien as required by County the Contractor shall furnish a bond satisfactory to the County to discharge any such lien or indemnify the County from liability.

5.6.3 The County shall make Final Payment of all sums, due the Contractor within thirty (30) days of the Project Manager's execution of a Final Certificate for Payment.

5.6.4 Acceptance of Final Payment shall constitute a waiver of all claims against the County by the Contractor except for those claims previously made in writing against the County by the Contractor, pending at the time of Final Payment, and identified in writing by the Contractor as unsettled at the time of its request for Final Payment.

ARTICLE VI – THE COUNTY

6.1 Information, Services and Things Required from County

6.1.1 The County shall furnish to the Contractor, at the time of issuing each Task Order, any and all written and tangible material in its possession concerning conditions below ground at the site of the project. Such written and tangible

material is furnished to the Contractor only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, the County does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly, or at all, and shall have no liability therefore. The County shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the project site. Copies may be provided instead of originals.

- 6.1.2 Excluding permits and fees normally the responsibility of the Contractor, the County shall obtain all approvals, easements, and the like required for construction.
- 6.1.3 The County shall furnish the Contractor, free of charge, three (3) copies of the Contract Documents for execution of the Work. The Contractor shall be charged, and shall pay the actual cost of reproduction per additional set of Contract Documents which it may require.
- 6.2 Right to Stop Work
 - 6.2.1 If the Contractor persistently fails or refuses to perform Work in accordance with any Task Order, the County may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the County orders that Work be resumed. In such event, the Contractor shall immediately obey such order. Further, the Contractor shall not be paid for, nor make any claim for payment for, any Work done in connection with the Project, during the period of Work stoppage.
- 6.3 County's Right to Perform Work
 - 6.3.1 If the Contractor's Work is stopped by the County under Paragraph 6.2, and the Contractor fails within seven (7) days of such stoppage to provide adequate assurance to the County that the cause of such stoppage shall be eliminated or corrected, the County may, without prejudice to any other rights or remedies the County may have against the Contractor, proceed to carry out the subject Work.

In such a situation, an appropriate Change Order shall be issued by the County deducting from the Project Price the cost of correcting the subject deficiencies, and compensation for the County's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Project Price is insufficient to cover the amount due the County, the Contractor shall pay the difference to the County.

ARTICLE VII – THE CONTRACTOR

- 7.1 The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.7. The Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. If the Contractor performs any of the Work where Contractor knows or should know such Work involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Project Manager and the County, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.
- 7.2 The Contractor shall perform the Work for each project strictly in accordance with the Contract Documents.
- 7.3 The Contractor shall supervise and direct the Work for each project using the Contractor's best skill, effort and attention. The Contractor shall be responsible to the County for any and all acts or omissions of the Contractor, its employees and other engaged in the Work on behalf of the Contractor.
- 7.4 Warranty
 - 7.4.1 The Contractor warrants to the County that all labor furnished to progress the Work under the Contract shall be competent to perform the tasks undertaken, that the product of such labor shall meet or exceed acceptable industry standards, that materials and equipment furnished shall be of good quality, free from faults and defects and in strict conformance with the Contract. This warranty shall survive termination of the Contract and shall not be affected by Final Payment for any project hereunder. All Work not conforming to these requirements may be considered defective.
- 7.5 Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the Work. The Contractor shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining to the Work.
- 7.6 Supervision

7.6.1 The Contractor shall employ and maintain at each project site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the site and shall be authorized to receive and accept any and all communications from the County or Assignees.

7.6.2 Key supervisory personnel assigned by the Contractor to projects under the Contract are as follows:

Name	Function
_____	_____
_____	_____
_____	_____

So long as the individuals named above remain actively employed or retained by the Contractor, they shall perform the functions indicated next to their names unless the County agrees to the contrary in writing. In the event one or more individuals not listed above subsequently assume one or more of those functions listed above, the Contractor shall be bound by the provisions of this Subparagraph 7.6.2 as though such individuals have been listed above.

7.7 The Contractor, prior to commencing the Work for each project, shall submit to the Project Manager for his information, the Contractor's schedule for completing the Work. The Contractor's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing) and shall be revised to reflect conditions encountered from time to time and shall be related to each entire project. Each sum revision shall be furnished to the Project Manager. Failure by the Contractor to strictly comply with the provisions of this Paragraph 7.7 shall constitute a material breach of the Contract.

7.8 The Contractor shall continuously maintain at the project site, for the benefit of the Project Manager, one record copy of the Contract and the project Task Order marked to record on a current basis changes, selections and modifications made during construction. Additionally, the Contractor shall maintain at the project site for the Project Manager the approved Product Data, Samples and other similar required submittals. For each project, upon Final Completion of the Work, such record documents shall be delivered to the County.

7.9 Product Data and Samples

7.9.1 Product Data, Samples and other submittals from the Contractor do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which the Contractor intends to implement the Work for each project in conformance with the information received from the Contract Documents. All Product Data, Samples and other submittals shall belong to the County and shall be delivered, or returned to County, as applicable, prior to Submittals shall belong to County and shall be delivered, or returned to County, as applicable, prior to Substantial Completion.

7.10 Cleaning the Site and the Project

7.10.1 The Contractor shall keep each project site reasonably clean during performance of the Work. Upon Final Completion of the Work, the Contractor shall clean the site and the project and remove all waste, together with all of the Contractor's property there from.

7.11 Access to Work

7.11.1 The County and the Project Manager shall have access to the Work at all times from commencement of the Work through Final Completion. The Contractor shall take whatever steps necessary to provide access when requested.

7.12 Indemnity

7.12.1 To the fullest extent permitted by law, for each project, the Contractor shall indemnify and hold harmless the County, its officers and employees from, and against, any, and all, administrative/legal/equitable liability, claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from performance of the Work noted in the Contract Documents, that are referenced and considered a part of the Contract. It is specifically noted that such liability, claims, damages, loss or expense includes any of those referenced instances attributable to bodily injury, sickness, disease, or death, or to injury to, or destruction of, personal and/or real property, including the loss

of use resulting there from or incident to, connected with, associated with or growing out of direct and/or indirect negligent or intentional acts or omissions by the Contractor, a Subcontractor, or anyone directly, or indirectly employed by them, or anyone for whose acts the Contractor or Subcontractor may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

7.12.2 In claims against any person or entity indemnified under this Paragraph 7.12 by an employee of the Contractor, a Subcontractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 7.12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefits acts or other employee benefit acts.

7.13 Safety

7.13.1 The Contractor shall be responsible for supervising all safety precautions, including initiating and maintaining such programs in connection with performance of the Contract and for adequate maintenance of traffic.

7.13.2 The Contractor shall designate a member of the on-site construction team for each Project, whose duty shall be the prevention of accidents. Unless notified otherwise in writing by the Contractor to the County (and the Engineer if applicable), this person shall be the Contractor's Superintendent.

ARTICLE VIII – CONTRACT ADMINISTRATION

8.1 Project Manager

8.1.1 The Project Manager, unless otherwise directed by the County shall perform those duties and discharge those responsibilities allocated to the Project Manager as set forth in the Contract. The Project Manager shall be the County's representative for the entire Term of the Contract. The Project Manager shall be authorized to act on behalf of the County only to the extent provided in the Contract.

8.1.2 The County and the Contractor shall communicate with each other in the first instance through the Project Manager.

8.1.3 The Project Manager shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Contractor. The Project Manager shall render written or graphic interpretations as necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.

8.1.4 The Project Manager shall review the Contractor's Applications for Payment and shall certify to the County for payment to the Contractor, those amounts then due to the Contractor as provided in the Contract Documents.

8.1.5 The Project Manager shall have authority to reject Work, which is defective or does not conform to the requirements of the Contract Documents. If the Project Manager deems it necessary or advisable, the Project Manager shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements at Contractor's expense.

8.1.6 The Project Manager shall review and approve, or take other appropriate action as necessary, concerning the Contractor's submittals including Product Data and Samples. Such review, approval or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.

8.1.7 The Project Manager shall prepare Change Orders for processing by the Purchasing Department and may authorize minor changes in the Work by Field Order as provided elsewhere herein.

8.1.8 The Project Manager shall, upon written request from the Contractor, conduct inspections to determine the date of Substantial Completion and the date of Final Completion, shall receive and forward to the County for the County's review and records, written warranties and related documents required by the Contract and shall issue a Final Certificate for Payment upon compliance with the requirements of the Contract Documents.

8.1.9 The Project Manager's decision in matters relating to visual quality shall be final if consistent with the applicable provisions of the Contract Documents.

8.2 Claims by the Contractor

- 8.2.1 All Contractor claims shall be initiated by written notice and claim to the Project Manager. Such written notice and claims must be furnished within seven (7) days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.
- 8.2.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of the Work and the County shall continue to make payments to the Contractor in accordance with each Task Order. The resolution of any claim under this Paragraph 8.2 shall be reflected by a Change Order executed by the Project Manager and the Contractor.
- 8.2.3 Claims for Concealed and Unknown Conditions. Should concealed and unknown conditions encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by Task Order, or should unknown conditions of an usual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in the Task Order, be encountered, wherein the Contract Documents or Standard Construction industry practices have not placed the responsibility of discovering such concealed and unknown conditions upon the Contractor prior to the Contractor submitting his Pricing Proposal for the Work, the Project Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the County having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the Project Manager written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.
- 8.2.4 Claims for Additional Costs. If the Contractor wishes to make a claim for an increase in the Project Price, as a condition precedent to any liability of the County therefore, the Contractor shall give the Project Manager written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.
- 8.2.4.1 In connection with any claim by the Contractor against the County for compensation in excess of the Project Price, any liability of the County for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor.
- The County shall not be liable to the Contractor for claims of third parties, including Subcontractors, unless and until liability of the Contractor has been established therefore in a court of competent jurisdiction.
- 8.2.5 Claims for Additional Time. If the Contractor is delayed in progressing any Work which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the County or someone acting on the County's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of the Contractor to the Project Manager, for such reasonable time as the Project Manager may determine.
- Any notice and claims for an extension of time by the Contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving the rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the project. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim for an extension of time as provided herein, then such claim shall be waived. This paragraph shall not be deemed to waive any damages for delay that are covered by insurance.
- 8.2.5.1 Delays and Extensions of Time. An extension of Project Time shall not be given due to weather conditions unless such weather conditions are more severe than average and have caused a delay. In requesting an extension of time for weather conditions, Contractor shall present complete records and such requests shall document how weather conditions delayed progress of the Work.
- 8.3 Field Orders
- 8.3.1 For each Project, the Project Manager shall have authority to order minor changes in the Work not involving a change in the Project Price or in Project Time and not inconsistent with the intent of the Contract. Such changes

shall be effected by Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.

ARTICLE IX – SUBCONTRACTORS

9.1 Definition

9.1.1 A Subcontractor is an entity, which has a direct Contract with the Contractor to perform a portion of the Work.

9.2 Award of Subcontracts

9.2.1 Prior to commencing the Work for each project, the Contractor shall furnish the Project Manager, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the project. The Project Manager shall reply within five (5) business days to the Contractor, in writing, stating any objections the Project Manager may have to such proposed Subcontractor. The Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the Project Manager has made a timely objection.

9.2.2 All subcontracts shall afford the Contractor rights against the Subcontractor, which correspond to those rights afforded to the County by Subparagraph 12.2.1 below.

ARTICLE X – CHANGES IN THE WORK

10.1 Changes Permitted

10.1.1 Changes in the Work within the general scope of each Task Order, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating the Contract by properly executed Change or Field Order.

10.1.2 Changes in the Work for each project shall be performed under applicable provisions of the Contract and the Contractor shall proceed promptly with such changes.

10.2 Change Order Defined

10.2.1 The term “Change Order” shall mean a written order to the Contractor executed by the County Administrator, or authorized designee, issued after execution of the Contract, authorizing and directing a change in the Work or an adjustment in the Project Price or the Project Time, or any combination thereof. Only a duly executed Change Order may change the Scope of Work, Project Price and/or the Project Time.

10.3 Changes in the Project Price

10.3.1 Any change in the Project Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between the County and the Contractor as evidenced by (1) the change in the Project Price being set forth in the Change Order, (2) such change in the Project Price, together with any conditions or requirements related thereto, being initialed by both parties and (3) the Contractor’s execution of the Change Order, or (b) if no mutual agreement occurs between the County and the Contractor, then, as provided in Subparagraph 10.3.2 below.

10.3.2 If no mutual agreement occurs between the County and the Contractor as contemplated in Subparagraph 10.3.1 above, the change in the Project Price, if any, shall then be determined by the Project Manager on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Project Price, a reasonable allowance for direct project site overhead and profit. In such case, the Contractor shall present, in such form and with such content as the County or the Project Manager requires, an itemized accounting of such expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by a pre-existing agreement or by custom, and workers’ compensation insurance, reasonable costs of premiums for all Bonds and insurance, permit fees, and sales, use or other taxes related to the Work and paid by the Contractor, and reasonable costs of directly attributable to the change. In no event shall any expenditure or savings associated with the Contractor’s home office or other non-project site overhead expenses be included in any change in the Project Price. Pending final determination of reasonable expenditures or savings to the County, payments on account shall be made to the Contractor on the County’s Certificate of Payment.

- 10.3.3 If Unit Prices are provided in a Task Order, and if the quantities contemplated are so changed by proposed Change Order that application of such Unit Prices to the quantities of Work proposed shall cause substantial inequity to the County or to the Contractor, then the applicable Unit Prices shall be equitable adjusted.
- 10.4 Minor Changes
- 10.4.1 The Project Manager shall have authority to order minor changes in the Work for each project not involving a change in the Project Price or an extension of the Project Time and not inconsistent with the intent of the Contract. Such minor changes shall be made by written Field Order, and shall be binding upon the County and the Contractor. The Contractor shall promptly carry out such written Field Orders.
- 10.5 Effect of Executed Change Order
- 10.5.1 For each project, the execution of any Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, the Contract Documents as thus amended, the Project Price and the Project Time. The Contractor, by executing a Change Order, waives and forever releases any claim against the County for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.
- 10.6 Notice to Surety; Consent
- 10.6.1 The Contractor shall notify and obtain the timely consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval is required by the Contractor's surety or by law. The Contractor's warranty to the County that the surety has been notified of and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

ARTICLE XI – UNCOVERING AND CORRECTING WORK

11.1 Uncovering Work

- 11.1.1 If any of the Work for a project is covered contrary to the Project Manager's request or to any provision of the Contract Documents, it shall, if required by the Project Manager, be uncovered for the Project Manager's inspection and shall be properly replaced at the Contractor's expense without change to the Project Time as provided in the Task Order.
- 11.1.2 If any of the Work for a project is covered in a manner not described in Subparagraph 11.1.1 above, it shall, if required by the by the Project Manager or County, be uncovered for the Project Manager's inspection. If such Work conforms strictly to the Contract Documents, costs of uncovering and proper replacement shall by Change Order be charged to the County. If such Work does not strictly conform to the Contract Documents, the Contractor shall pay the costs of uncovering and proper replacement.

11.2 Correcting Work

- 11.2.1 The Contractor shall immediately proceed to correct Work rejected by the Project Manager as defective or failing to conform to the Contract Documents. The Contractor shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to the County for the Project Manager's services and expenses made necessary thereby.
- 11.2.2 For each project, if within one (1) year after Substantial Completion of the Work, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct the Work within seven (7) days at the Contractor's expense upon receipt of written notice from the County. This obligation shall survive Final Payment by the County and termination of the Contract. With respect to Work first performed and completed after Substantial Completion of the project, this one (1) year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and completion of the subject Work.
- 11.2.3 Nothing contained in this Paragraph 11.2 shall establish any period of limitation with respect to other obligations, which the Contractor has under the Contract. Establishment of the one (1) year time period in Subparagraph 11.2.2 relates only to the duty of the Contractor to specifically correct Work for each project, and has no relationship to the time which the obligation to comply with the Contract Documents may be sought to be enforced.

11.3 County May Accept Defective or Nonconforming Work

11.3.1 If the County chooses to accept any defective or nonconforming Work, the County may do so. In such events, the Project Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the project had it not been constructed in such manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Project Price, if any, is insufficient to compensate the County for its acceptance or defective or nonconforming Work, the Contractor shall, upon written demand from the County, pay the County such remaining compensation for accepting defective or nonconforming Work.

ARTICLE XII – CONTRACT TERMINATION

12.1 Termination by the Contractor

12.1.1 For each project, if the Work is stopped for a period of ninety (90) days by an order of any court or as a result of an act of the Government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days written notice to the County, terminate performance under the Contract and recover from the County payment for the actual reasonable expenditures of the Contractor (as limited in Subparagraph 10.3.2 above) for all Work executed and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.

12.1.2 For each project, if the County shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of fifteen (15) days after receiving written notice from the Contractor of its intent to terminate if such failure is not substantially corrected within fifteen (15) days, the Contractor may terminate performance under the Contract by written notice to the Project Manager. In such event, the Contractor shall be entitled to recover from the County as though the County had terminated the Contractor's performance under the Contract for convenience pursuant to Subparagraph 12.2.1 hereunder.

12.2 Termination by the County

12.2.1 For Convenience

12.2.1.1 The County may terminate the Contract for convenience. In such instance, the County shall provide written notice of such termination to the Contractor specifying when termination shall become effective.

12.2.1.2 The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle liabilities and claims arising out of the termination of subcontracts and orders. The County may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or subcontracts to the County or its designee.

12.2.1.3 The Contractor shall transfer title and deliver to the County for such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has in either its possession or control.

12.2.1.4 (a) The Contractor shall submit a termination claim to the Project Manager specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Project Manager. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination of the Contract, the County shall pay the Contractor, an amount derived in accordance with subparagraph (c) below.

(b) The County and the Contractor may agree to compensation, if any, due to the Contractor hereunder.

(c) Absent an agreement as to the amount due to the Contractor, the County shall pay the Contractor the following amounts:

(i) Project Prices for labor, materials, equipment, and other services accepted under the Contract;

(ii) Reasonable costs incurred in preparing to perform and in performing a portion of the Work prior to termination and not included in (i) or (ii), and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated

profit or consequential damages); provided, however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract had been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

- (iii) Reasonable costs of settling and paying claims arising out of the termination of Subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

The total sum to be paid the Contractor under this Subparagraph 12.2.1 shall not exceed the total Project Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

12.2.2 For Cause

12.2.2.1 If the Contractor persistently or repeatedly refuses or fails to perform the Work in a timely manner, supply enough properly skilled Workers, supervisory personnel or proper equipment or materials to complete the Work, or fails to make prompt payment to Subcontractors, or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise substantially violates a material provision of the Contract as determined by the County, then the County may, by written notice to the Contractor, without prejudice to any other right or remedy, terminate the Contract and take possession of the project site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the termination of the Contract is effective as of the time that notice of termination is delivered to an authorized representative of the Contractor, or as of the date and time, specified in the notice of termination (whichever is applicable). In such case, the Contractor shall not be entitled to receive any further payment until the Work is completed.

12.2.2.2 If the unpaid balance of the Project Price less any liquidated damages due under the Contract, exceeds the cost of finishing the Work, including compensation for the Project Manager's additional services and expenses made necessary thereby, such exceed the unpaid balance, the Contractor shall pay the difference to the County. This obligation for payment shall survive the termination of the Contract.

12.2.2.3 In the event the Contract is terminated by the County for cause pursuant to Subparagraph 12.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 12.2.1 and the provisions of Subparagraph 12.2.1 shall apply.

ARTICLE XIII – INSURANCE

13.1 Contractor's Insurance

13.1.1 The CONTRACTOR shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the COUNTY. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONTRACTOR shall furnish proof of Insurance to the COUNTY prior to the commencement of operations. The Certificate(s) shall clearly indicate the CONTRACTOR has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. Certificates shall specifically include the COUNTY as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, Fl 32084

13.1.1.1 The CONTRACTOR shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect the CONTRACTOR from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from

any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

- 13.1.1.2 The CONTRACTOR shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.
- 13.1.1.3 The CONTRACTOR shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability to protect the CONTRACTOR from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by a CONTRACTOR.
- 13.1.1.4 The CONTRACTOR shall maintain Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.
- 13.1.1.5 The CONTRACTOR shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its per Florida Statute 440.02.
- 13.1.1.6 In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.
- 13.1.1.7 Contractor shall provide the County at least thirty (30) days prior notice of any cancellation of or modification to any insurance coverage required under the Contract.
- 13.1.1.8 It is the responsibility of the Contractor to insure that all subcontractors comply with all insurance requirements provided in the Contract.
- 13.1.1.9 It is expressly noted that the insurance requirements contained herein are minimum requirements, subject to modification by the County in response to high hazard operations.

ARTICLE XIV – EQUAL EMPLOYMENT OPPORTUNITY

14.1 Contractor's Employment Opportunity

- 14.1.1 The Contractor and all Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or age.

The Contractor shall take affirmative measures to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, national origin or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertisement, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

- 14.1.2 The Contractor and all Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin or age.

ARTICLE XV – APPRENTICESHIP LAW REQUIREMENTS

15.1 Apprenticeship Law (Chapter 446, Florida Statutes)

- 15.1.1 In accordance with applicable Florida law, the Contractor shall make a diligent effort to hire for performance of the Contract a number of apprentices in each occupation which bears to the average number of journeyman in that occupation to be employed in the performance of the Contract, the ratio of at least one (1) apprentice or trainee to every five (5) journeymen.
- 15.1.2 The Contractor shall, when feasible and except when the number of apprentices or trainees to be hired is fewer than four (4), assure that twenty-five (25) percent of such apprentices or trainees are in their first year of training. Feasibility here involves a consideration of the availability of training opportunities for first year apprentices or trainees, the hazardous nature of the Work for beginning workers, and excessive unemployment of apprentices or trainees in their second or subsequent years of training.
- 15.1.3 The Contractor, during the performance of the Contract, shall make diligent efforts to employ the number of apprentices or trainees necessary to meet requirements of Subparagraphs a. and b. However, on-the-job training

programs shall only be established in non-apprenticable trades or occupations to meet the requirements of this section.

- 15.1.4 The Contractor agrees to return records of employment, by trade, of the number of apprentices or trainees by first year of training, and the number of journeymen and the wages paid, and hours of work, of such persons on a form as prescribed by the Bureau of Apprenticeship of the Division of Labor at three (3) month intervals. Submission of duplicate copies of forms submitted to the United States Department of Labor shall be sufficient compliance with the provisions of the section.
- 15.1.5 The Contractor agrees to supply the Bureau of Apprenticeship of the Division of Labor, at three (3) months intervals, a statement describing steps taken toward making diligent effort and containing a breakdown by craft or hours worked and wages paid for first year apprentices or trainees, other apprentices or trainees and journeymen.
- 15.1.6 The Contractor agrees to insert in any Subcontract under the Contract the requirements contained in this section. "The term Contractor" as used in such clauses and any Subcontract shall mean the Subcontractor.
- 15.1.7 Anything herein to the Contrary notwithstanding, Contractor agrees to comply with all of the provisions of Florida Statutes 446 and all regulations prescribed by the Bureau of Apprenticeship of the Division of Labor.

ARTICLE XVI – PUBLIC RECORDS

16.1 Public Records (Chapter 119, Florida Statues)

- 16.1.1 The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- 16.1.2 In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:
 - (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
 - (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
 - (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.
- 16.1.3 If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.
- 16.1.4 Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC

RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 500 San Sebastian View, St. Augustine, FL 32084, (904) 209-0805, publicrecords@sjcfl.us

ARTICLE XVII – MISCELLANEOUS

17.1 Governing Law and Venue

17.1.1 The Contract shall be governed by the laws of the State of Florida. Venue for any administrative and/or legal action arising under the Contract shall be St. Johns County, Florida.

17.2 Successors and Assigns

17.2.1 The County and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract. In light of the scope and rationale for the Contract, the Contractor shall not assign the Contract without prior express written consent of the County. However, the County shall not unreasonably deny such written consent, when the interests of the County are not negatively affected. Should the Contractor assign this Contract without securing the prior express written consent of the County, then the County may pursue any legal option available to the County, including, but not limited to, termination of the Contract.

17.3 Surety Bonds

17.3.1 For each project, the Contractor shall furnish a separate Public Construction Bond to the County. Each Bond shall set forth a penal sum in an amount not less than the Project Price. Each Bond furnished by the Contractor shall incorporate by reference the terms of the Contract as fully as though they were set forth verbatim in such Bonds. Each Public Construction Bond shall provide that in the event the Project Price is adjusted by Change Order executed by the Contractor, the Contractor shall obtain a an Amended Public Construction Bond, or a New Public Construction Bond which reflects the adjusted Project Price. Such Amended or New Public Construction Bond shall be provided to the County within ten (10) days of the Change Order being approved to adjust the Project Price. The Public Construction Bond furnished by the Contractor shall be in form suitable to the County and shall be executed by a Surety, or Sureties, reasonably suitable to the County.

17.4 Safety of Persons and Property

17.4.1 When existing utility lines shown on the Drawings are to be removed or relocated, the Contractor shall notify the Engineer in ample time for taking measures for prevention of the interruption of any required services prior to the beginning of operations. In the event that the Contractor damages any existing utility lines not shown on the Drawings, the location of which is not known to the Contractor, report thereof shall be made immediately to the Engineer.

17.4.2 Locations of existing utility lines shown on the Drawings are based upon the best information available to the Engineer, but shall not be considered exact either as to location or number of such lines.

17.4.3 Contractor shall protect utility lines constructed pursuant to terms of the Contract and those discovered or shown on Drawings to be existing. Damage occurring to utility lines due to Contractor's operations shall be repaired at no cost to the County.

17.5 Amendments

It is expressly understood that any change, amendment, modification, revision, or extension of the Contract (other than termination, as noted elsewhere in the Contract) shall be in writing, and shall be executed by duly authorized representatives of both the County and the Contractor.

17.6 Compliance with Local, State, and Federal Rules, Regulations, and Laws

In performance of the Contract, both the County and the Contractor shall abide by, and comply with, all applicable laws, rules, regulations, orders, and policies, of the Local, State, and Federal governments.

17.7 Effect of Failure to Insist on Strict Compliance with Conditions

The failure of either party hereto to insist upon strict performance of any term, condition, provision, and/or requirement of the Contract, shall not be construed as a waiver of such term, condition, provision, and/or requirement on any subsequent occasion.

17.8 Severability

If any word, phrase, sentence, part, subsection, section, or other portion of the Contract, 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 the Contract, and all applications thereof, not having been declared void, unconstitutional, or invalid shall remain in full force, and effect.

17.9 Execution in Counterparts

The Contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

17.10 Authority to Execute

Each party covenants to the other party hereto that it has the lawful authority to enter into the Contract and has authorized the execution of the Contract by the party's authorized representative.

17.11 Notice Regarding Public Entity Crimes

Section 287.133(3)(a), Florida Statutes requires the County to notify the Contractor of the provisions of Section 287.133(2)(a), Florida Statutes.

Section 287.133(2)(a), Florida Statutes prohibits a person or affiliate who has been placed on the convicted vendor list maintained by the Florida Department of Management Services, following a conviction from a public entity crime from:

- (a) Contracting to provide goods or services to a public entity;
- (b) Submitting a bid on a contract for construction or repair of a public building or public work;
- (c) Submitting bids on leases of real property to a public entity;
- (d) Being awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of \$10,000.00.

The prohibitions listed above apply for a period of thirty-six (36) months from the date a person or affiliate is placed on the convicted vendor list.

17.12. Termination under Section 287.135, Florida Statutes

Notwithstanding any other provision in the Contract to the contrary, the County will have the option, in the exercise of its sole discretion, to immediately terminate the Contract if the Contractor is found to have submitted a false certification under Section 287.135(5), Florida Statutes, or has been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as described in Section 287.135, Florida Statutes.

17.13. Royalties and Payments

The Contractor hereby certifies that to the best of the Contractor's information, neither the Contractor, nor any process employed by the Contractor, infringes upon any trademark, patent, or other intellectual property rights of another party. Moreover, the Contractor agrees to pay (where required and/or applicable) any, and all, applicable royalties, and or license fees that are associated with any aspect of this Project.

17.14. Permits and Licenses.

To the extent required, the Contractor (at its sole expense) shall secure, obtain, acquire, and maintain permits, approvals, certificates, and/or licenses, in order to perform the Work referenced in the Contract, the Contractor shall be responsible or securing, obtaining, acquiring and maintaining at the Contactor's sole expense, and cost, any, and all, permits, licenses, certificates, and/or approvals required by Federal, State, and/or Local law, rule, regulation, or ordinance.

17.15. Completion of All Required Forms

Throughout the duration of the Contract, the Contractor has an on-going duty to timely complete all forms required by Federal, State, or local law, rule, regulation, or ordinance, and where required, timely submit the required form to the applicable entity/person.

17.16. No Third Party Beneficiaries

Both the County and the Contractor explicitly agree, and the Contract explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

17.17. E-Verify

The Contractor agrees that it will enroll and participate in the federal E-verify Program for Employment Verification. The Contractor further agrees to comply with, and abide by, any, and all, applicable rules and provisions associated with the federal E-verify Program for Employment Verification.

17.18. Survival.

It is explicitly noted that the following provisions identified by numbered caption and contained herein shall survive any suspension, termination, cancellation, revocation, expiration and/or non-renewal of the Contract, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, expiration and/or non-renewal: (1) Article 1.5 (Intent and Interpretation); (2) Article 1.6 Ownership of Contract Documents; (3) Article 7.4 (Warranty); (4) Article 7.12 (Indemnity); (5) Article 11 (Uncovering and Correcting Work); and (6) Article 12.2.2 (Termination for Cause).

IN WITNESS WHEREOF, the Board of County Commissioners of St. Johns County, Florida has made and executed this Contract on behalf of the COUNTY and CONTRACTOR has hereunto set his/her hand the day and year above written.

COUNTY

CONTRACTOR

St. Johns County, FL (Seal)

Tetra Tech, Inc. (Seal)

By: _____
(Printed Name)

By: _____
(Printed Name)

(Title of Signing Representative)

(Signature)

(Signature)

(Title of Signing Representative)

(Date of Execution)

(Date of Execution)

ATTEST:
St. Johns County, FL
Clerk of Courts

By: _____
Deputy Clerk

Date of Execution

LEGALLY SUFFICIENT:

Deputy County Attorney

Date of Execution

**RFP No: 17-69; Disaster Debris Monitoring Services
MASTER CONTRACT # _____**

**EXHIBIT "A"
UNIT PRICE LIST**

Company Name:

Tetra Tech, Inc.

Rates for St. Johns County
RFP 17-69 DISASTER DEBRIS MONITORING SERVICES

Approval (initial date)

Purchasing Manager: _____

Buyer: _____

Employee (optional)	Classification	Base Rate*	Fringe and Overhead**	Profit**	Requested Billing Rate	County Approved Billing Rate
Project Manager		\$33.46	\$50.19	\$8.37	\$92.02	
Field Operations Manager		\$24.73	\$37.10	\$6.18	\$68.01	
Field Supervisor		\$18.37	\$24.56	\$4.09	\$45.02	
Field Monitors (collection, disposal, exit, loading, tower)		\$13.09	\$19.64	\$3.27	\$36.00	
Administrative/Data Entry Supervisor		\$20.37	\$30.56	\$5.09	\$56.02	
Clerical Staff/Data Entry Clerk		\$12.37	\$18.56	\$3.09	\$34.02	
			\$0.00	\$0.00	\$0.00	
			\$0.00	\$0.00	\$0.00	
*Base rate is actual hourly wage rate, exclusive of fringe, overhead and profit.						
**Maximum 150% for fringe and overhead; maximum profit 10%; or audited rates, which ever are less.						
Travel Expense Maximum	\$.445 per mile					
Subconsultants Markup	None Allowed					
FCCM	None Allowed					
CADD Charges	None Allowed					
Reimbursable Expenses Markup	None Allowed					

Approval of Rate Structure

Consultant: Jonathan Bege

Date: November 2, 2017

SJC Purchasing Manager: _____

Date: _____

REQUEST FOR PROPOSALS (RFP) NO: 17-69; Disaster Debris Monitoring Services

FEMA-PA REQUIRED PROVISIONS

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The awarded Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives herein.

1. Energy Policy and Conservation Act

The awarded Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Reference 2 CFR 200 A II (h)

2. Compliance with the Copeland "Anti-Kickback" Act

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

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

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

Reference 2 CFR 200 A II (d)

3. Compliance with the Contract Work Hours and Safety Standards Act

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

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

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

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any

lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

Reference 2 CFR 200 A II (e)

4. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

5. Clean Air Act:

- A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Reference 2 C.F.R. Part 200, Appendix II

6. Federal Water Pollution Control Act

- A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Reference 2 C.F.R. Part 200, Appendix II

7. Procurement of Recycled/Recovered Materials

- A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - 1) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 2) Meeting contract performance requirements; or
 - 3) At a reasonable price.
- B. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

Reference 2 C.F.R. § 200.322

8. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Reference Financial Services and General Government Appropriations Act, 2015, Pub. L. No. 113-83, Division E, § 724 (2015); DHS Standard Terms and Conditions, v 3.0, II (Dec. 4, 2013).

9. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

10. Program Fraud and False or Fraudulent Statements or Related Acts

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Reference 31 U.S.C. §§ 3729-3733

11. Non-Segregated Facilities

The Contractor and each subcontractor shall comply with the Certification of Non-segregated Facilities supplied in these Contract Documents and this Certification shall be a part of the Contract Documents. By submission of a RFP, the Bidder and all subcontractors certify that they have familiarized themselves with the certification and that they will comply with the requirements set forth in the Certification.

12. Americans with Disabilities Act of 1990 (ADA)

The Contractor shall ensure compliance with all requirements imposed by ADA, and regulations of the federal government issued there under.

Reference DHS Standard Terms and Conditions, v 3.0, V (Dec. 4, 2013); Standard Form 424D, 10.

13. Equal Opportunity

All eligible businesses, including Small Local Business Enterprises (SLBEs) Disadvantaged Business Enterprises (DBEs) and Women/Minority Business Enterprises (WMBEs) shall be afforded a full opportunity to participate in any award made by the County pursuant to this Request for Proposals and will not be subjected to discrimination on the basis of race, color, sex, or national origin.

The County prohibits any awarded firm awarded a contract, to discriminate on the basis of race, color, religion, sex, national origin, age, or physical handicap.

Through the course of providing services to the County, Contractors shall affirmatively comply with all applicable provisions of Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as well as all other applicable regulations, guidelines and standards.

Reference 2 CFR 200.321

14. Sub-Contractors

If the awarded Contractor elects to sub-contract with any firm, for any portion of the work, the Contractor shall be responsible for all work performed by any sub-contract and the Contractor shall not be relieved of any obligations under the awarded Contract.

At any time, the County may, at its discretion, require any Respondent to submit all relevant data required to establish to the satisfaction of the County, the reliability and responsibility of the proposed sub-contractors to furnish and perform the work proposed.

Prior to the award of the Contract, the County will notify the Respondent in writing if the County, after due

investigation, has reasonable and substantial objection to any person or organization proposed as a sub-contract. The Respondent then may, at his option, withdraw his RFP Package, or submit an acceptable alternate sub-contractor, at no increase in pricing. If the Respondent fails to submit an acceptable substitute within seven (7) days of the original notification, the County then may disqualify the Respondent from further consideration of award under this RFP.

The County reserves the right to disqualify any Contractor, Sub-Contractor, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

Sub-contractors and other persons and organizations proposed by the Respondent and accepted by the County, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the County.

The awarded contractor shall take the following affirmative steps to ensure minority business, women's business enterprises and labor surplus area firms are used when possible:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- B. Ensuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- E. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- F. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (A) through (E) of this section.

Reference 2 CFR 200.321(b)(6)

15. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

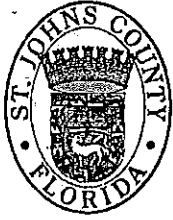
Reference 2 CFR 200 A II (j)

16. Suspension and Debarment

- A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

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

Reference Chapter IV, 6.d and 12.a.ix; 2 C.F.R. Part 200, Appendix II, I; DHS Standard Terms and Conditions, v 3.0, X (Dec. 4, 2013)



St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF INTENT TO AWARD

November 21, 2017

RE: RFP: 17-69 – Disaster Debris Monitoring Services

Please be advised that the Purchasing Department of St. Johns County is issuing this notice of its Intent to Award a contract to Tetra Tech, Inc. as the lowest responsive, responsible bidders for RFP: 17-69 – Disaster Debris Monitoring Services. This notice will remain posted St. Johns County Purchasing Department bulletin board until 5:00 PM, Tuesday, November 28, 2017.

Any person (including any bidder or proposer) who is, or claims to be, adversely affected by the County's decision or proposed decision shall file a written Notice of Protest with the Purchasing Department of St. Johns County within 72 hours after the posting of the notice of decision or proposed decision. Failure to file a Notice of Protest within the time prescribed in Section 304.10 of the St. Johns County Purchasing Manual (the Bid Protest Procedure), or failure to post the bond or other security required by the County within the time allowed for filing a bond, shall constitute a waiver of proceedings and a waiver of the right to protest. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated herein by reference and are fully binding.

Should the Purchasing Department receive no protests in response to this notice, an agenda item will be submitted to the St. Johns County Board of County Commissioners for their consideration and subsequent approval to award a contract.

Please forward all correspondence, requests or inquiries directly to my attention, Robert Quinney, Procurement Coordinator in the Purchasing Department at rquinney@sjcfl.us.

Sincerely,
St. Johns County
Board of County Commissioners


County Representative Signature

Date: 11/21/17

Jaime T. Locklear, MPA, CPPB, FCCM
Assistant Purchasing Manager
Name & Title (Printed)



**ST. JOHNS COUNTY
PURCHASING DEPARTMENT**

500 San Sebastian View
St. Augustine, Florida 32084

I N T E R O F F I C E M E M O R A N D U M

TO: Neal Shinkre, Public Works Director
FROM: Robert Quinney, Procurement Coordinator
SUBJECT: RFP 17-69; Disaster Debris Monitoring Services
DATE: November 16, 2017

Attached please find a copy of the RFP Evaluation Summary Sheet for your file as recorded and verified at the Evaluation Committee Meeting.

Please review, evaluate and make a written recommendation for award based on the evaluation.

Please let me know if I can assist your department in any other way.

Dept. Head Signature: _____

Date of Signature: _____

11/17/17

Recommendation for Award to:

Firm Name: _____

Tetra Tech Inc.

Award Amount: _____

Varies

Budget Amount: _____

Varies

Account Funding Title: _____

Contractual Services

Funding Charge Code: _____

0111-53120

*Please insert "N/A" where items are not applicable.

ST. JOHNS COUNTY
ST. JOHNS COUNTY

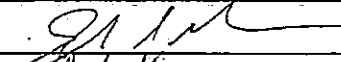
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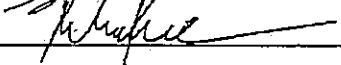
PURCHASING
PURCHASING

ST. JOHNS COUNTY, FLORIDA

Date: November 16, 2017
 RFQ No: 17-69; Disaster Debris Monitoring Services

FIRM	Raters					TOTAL	RANK	COMMENTS
	Donald Hollander	Gail Oliver	Ryan Mauch	Greg Caldwell	Wendy Manucy			
Eisman & Russo Consulting Engineers	90	91	97	87	74	439	2	
Tetra Tech Inc.	91	98	92	92	93	466	1	
Thompson Consulting Services, LLC	85	93	89	87	75	429	3	

APPROVED: Purchasing Manager X  11/16/17

Public Works Director X  11/16/17

NOTE:
 THE RANKING SHOWN ABOVE MUST BE FOLLOWED UNLESS SPECIAL CONDITIONS MERIT A CHANGE IN THE NEGOTIATING ORDER, IN THIS CASE, THE SPECIAL CONDITIONS MUST BE EXPLAINED IN DETAIL IN THE COMMENTS SECTION OR ATTACHED TO THIS RANKING SHEET.

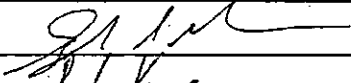
POSTING TIME/DATE FROM 12:00 PM 11-16-17, 2017, 12:00 PM 11-21-17, 2017.

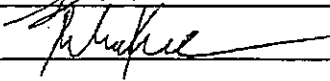
ANY RESPONDENT AFFECTED ADVERSELY BY AN INTENDED DECISION WITH RESPECT TO THE AWARD OF ANY REQUEST FOR PROPOSAL, SHALL FILE WITH THE PURCHASING DEPARTMENT FOR ST. JOHNS, A WRITTEN NOTICE OF INTENT TO FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72) HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL HOLIDAYS) AFTER THE POSTING OF THE SUMMARY SHEET. PROTEST PROCEDURES MAY BE OBTAINED IN THE PURCHASING DEPARTMENT.

ST. JOHNS COUNTY, FLORIDA

Date: November 16, 2017
RFQ No: 17-69; Disaster Debris Monitoring Services

FIRM	Raters					TOTAL	RANK	COMMENTS
	Donald Hollander	Gail Oliver	Ryan Mauch	Greg Caldwell	Wendy Manucy			
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APPROVED: Purchasing Manager X  11/16/17

Public Works Director X  11/16/17

NOTE:
THE RANKING SHOWN ABOVE MUST BE FOLLOWED UNLESS SPECIAL CONDITIONS MERIT A CHANGE IN THE NEGOTIATING ORDER, IN THIS CASE, THE SPECIAL CONDITIONS MUST BE EXPLAINED IN DETAIL IN THE COMMENTS SECTION OR ATTACHED TO THIS RANKING SHEET.

POSTING TIME/DATE FROM 12:00 PM 11-16-17, 2017, 12:00 PM 11-21-17, 2017.

ANY RESPONDENT AFFECTED ADVERSELY BY AN INTENDED DECISION WITH RESPECT TO THE AWARD OF ANY REQUEST FOR PROPOSAL, SHALL FILE WITH THE PURCHASING DEPARTMENT FOR ST. JOHNS, A WRITTEN NOTICE OF INTENT TO FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72) HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL HOLIDAYS) AFTER THE POSTING OF THE SUMMARY SHEET. PROTEST PROCEDURES MAY BE OBTAINED IN THE PURCHASING DEPARTMENT.



St. Johns County Board of County Commissioners

Purchasing Division

ADDENDUM #1

September 13, 2017

To: Prospective Respondents
From: St. Johns County Purchasing Department
Subject: RFP No: 17-69; Disaster Debris Monitoring Services

This Addendum #1 is issued to further respondents' information and is hereby incorporated into the RFP documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda. **Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Division, Attn: Bob Quinney; 500 San Sebastian View, St. Augustine, FL 32084.**

CHANGE/CLARIFICATION:

Due to impacts from Hurricane Irma, closing date for RFP 17-69 Disaster Debris Monitoring Services has been extended until 4:00 PM EST Thursday, November 2, 2017.

Any and all questions or requests for information relating to this Request for Proposal shall be submitted in writing has been changed from Thursday, September 21, 2017 to the close of business (5:00PM) on Thursday, October 19, 2017. Final Addenda will be published Thursday, October 26, 2017.

THE SUBMITTAL DUE HAS BEEN CHANGED TO NOVEMBER 2, 2017 AT 4:00 P.M.

Acknowledgment

Sincerely,

Signature and Date

Robert Quinney
Procurement Coordinator

Printed Name/Title

Company Name (Print)

END OF ADDENDUM NO. 1



St. Johns County Board of County Commissioners

Purchasing Division

ADDENDUM #2

October 24, 2017

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: RFP # 17-69, Disaster Debris Monitoring Services

This Addendum #2 is issued to further respondents' information and is hereby incorporated into the RFP documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda. Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Division, Attn: Bob Quinney; 500 San Sebastian View, St. Augustine, FL 32084.

Question:

Inasmuch as Florida has not experienced in the last 7 years the number of separate events that would result in 10 projects as well as encompass the specified volume, is it the County's intention to preclude Florida firms from this contract as Prime Consultant?"

Response:

It is not the County's intent to preclude Florida firms from this contract as Prime Consultant.

THE BID DUE DATE REMAINS THURSDAY, NOVEMBER 2, 2017 AT 4:00 P.M.

Acknowledgment

Sincerely,

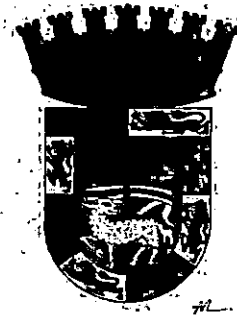
Signature and Date

Robert Quinney
Procurement Coordinator

Printed Name/Title

Company Name (Print)

END OF ADDENDUM NO: 2



**ST. JOHNS COUNTY, FL
BOARD OF COUNTY COMMISSIONERS**

REQUEST FOR PROPOSALS

RFP NO: 17-69

DISASTER DEBRIS MONITORING SERVICES

**St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine FL 32084
(904) 209-0150**

FINAL: 09/1/17

RFP NO: 17-69 DISASTER DEBRIS MONITORING SERVICES

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ST. JOHNS COUNTY, FL – RFP NO: 17-69 – DISASTER DEBRIS MONITORING SERVICES
PART I: ADVERTISEMENT

Notice is hereby given that St. Johns County, FL is soliciting responses for **RFP No: 17-69, Disaster Debris Monitoring Services**. Interested and qualified respondents may submit RFP Packages, in accordance with the requirements provided herein, to the St. Johns County Purchasing Department. All RFP Packages are due by or before 4:00PM (EST) on **Thursday, October 5, 2017**. Any packages delivered to or received after the 4:00PM deadline will not be considered and shall be returned unopened to the addressee.

St. Johns County is currently seeking proposals from interested and qualified firms to perform disaster debris monitoring services in the event of a declared disaster, such as natural events including hurricanes, tornadoes, windstorms, floods and fires, as well as man-made events or emergencies, such as civil unrest and terrorist attacks impacting the County. Services shall generally include the physical, electronic, and administrative monitoring of the debris collection performed during recovery efforts conducted by the County.

Documents related to this Request for Proposals (RFP) may be obtained from Onvia DemandStar, Inc., at the following web address: www.demandstar.com by requesting St. Johns County RFP Document #17-69. For technical assistance with this Website please contact Onvia Supplier Services at 1-800-711-1712. A link to the Onvia DemandStar website is available through the St. Johns County Purchasing Website by clicking on the following link: www.sjcfl.us/BCC/Purchasing/Open_Bids.aspx. Check the County's site for download availability and any applicable fees. RFP Documents may also be requested, *in writing*, from the St. Johns County Purchasing Department Point of Contact as provided herein.

Any and all questions or requests for information relating to this RFP shall be submitted *in writing* by or before close of business (5:00PM) on **Thursday, September 21, 2017** to the designated Point of Contact shown below:

Designated Point of Contact: Bob Quinney, Procurement Coordinator
SJC Purchasing Department
500 San Sebastian View
St. Augustine FL 32084
Email: rquinney@sjcfl.us
Phone: (904) 209-0160
Fax: (904) 209-0161

In the event the above referenced Designated Point of Contact is unavailable or absent, interested firms may contact Leigh Daniels, Procurement Supervisor at ldaniels@sjcfl.us.

Interested firms shall not contact any staff member of St. Johns County, including members of the Board of County Commissioners, except the above referenced individual, with regard to this RFP as stated in SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". Any such communication shall result in disqualification from consideration for award of a contract for these services.

RFP Packages **MUST** be submitted in a **SEALED** envelope or container and clearly marked on the exterior of the package: **RFP 17-69 Disaster Debris Monitoring Services**. Each package submitted must have the respondent's name and mailing address marked plainly on the outside of the container. Each package shall contain one (1) hard-copy original and one (1) USB Drive with an exact electronic copy of the submitted hard-copy RFP Package which shall include all required documents and any supplemental information. In the event of a discrepancy between the submitted hard-copy and electronic copy, the hard-copy will supersede.

Deliver or Ship RFP Packages to: St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine FL 32084

Vendors shall not contact, lobby or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the RFP until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to SJC policy, any such communication shall disqualify the vendor or Contractor from

responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate or request for proposals and possible debarment for periods up to twelve (12) months.

Any bidder, Respondent or person substantially and adversely affected by an intended decision or by any term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or request for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than seventy two (72) hours (excluding Saturdays, Sundays, and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in St. Johns County's Purchasing Manual. All of the terms and conditions of the County's Purchasing Manual are incorporated by reference and are fully binding.

St. Johns County reserves the right to accept or reject any or all proposals, waive minor formalities, and to award to the Respondent that best serves the interests of St. Johns County.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FL
HUNTER S. CONRAD, CLERK

BY: _____

DEPUTY CLERK

RFP NO: 17-69 – DISASTER DEBRIS MONITORING SERVICES

PART II: INTRODUCTION

1. Purpose

The purpose of this Request for Proposals is to establish a contract or contracts with firm(s), to be utilized in the event of a declared disaster impacting St. Johns County, resulting in the need for recovery activities. Declared disasters shall include, but are not limited to natural events such as hurricanes, tornadoes, windstorms, floods and fires, as well as man-made events or emergencies such as civil unrest and terrorist attacks. Required services shall be performed in accordance with applicable local, state, and federal rules, laws, codes and regulations from the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Department of Health (FDH), Natural Resources Conservation Services (NRCS), and the Florida Department of Environmental Protection (FDEP), as well as any other applicable, governing agencies, and their recovery, reimbursement, and assistance programs.

2. Tentative Schedule of Events

The County proposes the following tentative schedule of events for this Request for Proposals, and subsequent contract award. This schedule is for planning purposes only, and is subject to change, without notice, based upon the County's needs.

Advertisement of Request for Proposals	September 1, 2017
Deadline for Questions/Requests for Information/Clarifications	September 21, 2017
Issuance of Final Addendum	September 28, 2017
RFP Package Submittal Deadline	October 5, 2017
Evaluation of Submitted RFP Packages	October 19, 2017
Recommendation of Award to BOCC	November 21, 2017
Notice of Award / Execution of Contracts	December 6, 2017

3. RFP Contact Information for Questions

Any and all questions or requests for information relating to this RFP shall be submitted in writing by or before close of business (5:00PM) on Thursday, September 21, 2017 to the designated Point of Contact shown below.

Designated Point of Contact: Bob Quinney, Procurement Coordinator
SJC Purchasing Department
500 San Sebastian View
St. Augustine FL 32084
Email: rquinney@sjcfl.us
Phone: (904) 209-0160
Fax: (904) 209-0161

In the event the above referenced Designated Point of Contact is unavailable or absent, interested firms may contact Leigh Daniels, Procurement Supervisor, at ldaniels@sjcfl.us.

Interested firms shall not contact any staff member of St. Johns County, including members of the Board of County Commissioners, except the above referenced individual, with regard to this RFP as stated in SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". Any such communication shall result in disqualification from consideration for award of a contract for these services.

4. Addenda

Any Respondent, or interested firm, discovering any ambiguity, conflict, discrepancy, omission, or other error in this RFP, shall immediately notify the County of such error in writing and request modification or clarification of the RFP. Modifications will be made by issuing an addendum and will be given by written notice to all plan holders who obtained the RFP Document.

Any and all clarifications, answers to questions, or changes to this RFP shall be provided through a County

issued Addendum, posted on www.demandstar.com. Any clarifications, answers, or changes provided in any manner other than a formally issued addendum, are to be considered "unofficial" and shall not bind the County to any requirements, terms or conditions not stated herein.

The County shall make every possible, good faith effort to issue any and all addenda no later than seven (7) days prior to the due date for proposals. Any addenda issued after this date, shall be for material, necessary clarifications to the Request for Proposal. Addenda will be posted to DemandStar by the County. DemandStar shall then distribute an email to all plan-holders, that an Addendum has been issued. It is the responsibility of all Respondents to ensure that they have received all issued Addenda prior to submitting an RFP Package. Failure by a Respondent to submit all issued addenda, as provided herein, may be grounds for the Respondent to be deemed non-responsive to the requirements of this RFP.

5. Due Date & Location

Packages submitted in response to this Request for Proposal must be delivered to, and received by the SJC Purchasing Department by or before four o'clock (4:00PM) on **Thursday, October 5, 2017**. Any packages received after this deadline will be deemed unresponsive, and shall be returned to the addressee unopened.

Deliver or Ship RFP Packages to: St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine FL 32084

6. RFP Package Submittal Instructions

- A. Submit one (1) hard-copy original and one (1) exact electronic PDF copy on a USB Drive, which shall include all required documentation and any supplemental information.
- B. RFP Packages must be submitted in a **SEALED** container and clearly marked on the exterior of the package: "**RFP No: 17-69, Disaster Debris Monitoring Services**" with the Respondent's company name and mailing address.
- C. For convenience, Respondents may affix the label provided herein to the exterior of the submitted package.

7. Costs Incurred by Respondents

Respondents are responsible for any and all costs associated with developing and submitting an RFP Package in response to this Request for Proposals (RFP). Respondents are also solely responsible for any and all costs associated with interviews and/or presentations requested by the County. It is expressly understood that no Respondent may seek or claim any award and/or reimbursement from the County for any expenses, costs, and/or fees (including attorneys' fees) borne by the Respondent during the entire RFP Process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Respondent.

8. Determination of Responsiveness

The SJC Purchasing Department shall make a determination for each respondent, as to the responsiveness of the submitted RFP Package to the requirements provided herein. Any respondent who is not responsive to the requirements of the Request for Proposals may be determined non-responsive, and may be removed from consideration by the Evaluation Committee. Only those respondents who are fully responsive to the requirements herein will be evaluated for consideration of award.

The County reserves the right to waive any minor formality or irregularity in any submitted RFP Proposal. However, any missing information or document(s) that are material to the purpose of the RFP shall not be waived as a minor formality.

9. Consideration for Award

It is the intent of County staff to make a recommendation to the BOCC to award the top ranked firm, based on the evaluation, to enter into negotiations with the intention of coming to agreement over terms, conditions, and pricing in order to award a Contract for the services described herein. In the event an agreement cannot be reached with the top ranked firm the County shall halt negotiations and proceed to the second ranked firm and begin negotiations. The County will continue this process until such time as an agreement is reached or the qualified firms have been exhausted.

10. Conflict of Interest

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

11. Protest Procedures

Any firm substantially and adversely affected by an intended decision or by any term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or request for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than seventy two (72) hours (excluding Saturdays, Sundays, and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived.

Upon submitting a Notice of Intent to Protest, the submitting firm shall then have five (5) business days to submit the formal protest, as provided in the SJC Purchasing Policy, which is available upon request from the Designated Point of Contact, as provided herein.

RFP NO: 17-69 – DISASTER DEBRIS MONITORING SERVICES

PART III: DEFINITIONS AND ACRONYMS

The definitions and acronyms listed below shall be used throughout this solicitation:

County: St. Johns County, a political subdivision of the State of Florida

County Debris Manager: The County's Assistant Public Works Director or his designee who functions as the County point of contact and is responsible for providing overall supervision of debris clearance, removal, and disposal operations.

Contract – A legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or sub-award (see 2 C.F.R § 200.92 Sub-award). **(It is, by our definition, the legal document, signed by both the County, and the awarded firm(s), which delineates the required services, the cost, the time frame, and any terms and conditions related to the performance of the required services.)**

Contractor – Definition 1: Contractor means an entity that is awarded a contract as defined in 2 C.F.R. §200.22. Definition 2: The individual(s) or firm(s) to whom the award is made and who execute the Contract Documents.

Data Manager: Manager of data collected from monitoring operations who employed by the Contractor.

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

Debris Collection Monitor: Employee of the Contractor who observes the Debris Removal Contractor removing debris from assigned areas.

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

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

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

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

Exit Site Monitor: Employees of the Contractor who observe outbound trucks at Debris Management Site.

FDEP: Florida Department of Environmental Protection

FDOH: Florida Department of Health

FDOT: Florida Department of Transportation

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

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

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

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

Notice to Proceed: This is a written notice issued to the Contractor by the County fixing the date on which operations outlined will commence.

NRCS: Natural Resources Conservation Services

Project Manager: The Project Manager is the Contractor; the firm who functions as the point of contact for the County responsible for the overall project management and coordination of the debris monitoring services required to oversee the debris removal operations.

Proposal Documents - The Request for Proposals, Instructions to Offerors, Offeror's Qualifications Statement, Non-Collusive Affidavit, Certified Resolution, Contractor Drug-Free Workplace, Offeror's Proposal, Proposal Security and Specifications, if any, and the proposed Contract Documents (including all Addenda issued prior to opening of Proposals).

Push - Pushing storm debris off road for clearance

Respondent: Individual or firm submitting an RFP Package in response to the Request for Proposals

SJRWMD: St. Johns River Water Management District

Successful Offeror - the qualified, responsible and responsive Offeror to whom County (on the basis of County's evaluation as hereinafter provided) makes an award.

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

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

Temporary Debris Management Sites: A Florida Department of Environmental Protection authorized site where debris is stored, reduced, grinded, or sorted. Debris resides at the site for a relatively short period of time prior to final disposal during the debris management process. May also be referred to a Debris Management Site (DMS) or Temporary Debris Staging and Reduction Site (TDSR).

Ticket Manager: Contractor responsible for overseeing the electronic ticket collection and processing.

RFP NO: 17-69 – DISASTER DEBRIS MONITORING SERVICES

PART IV: SERVICE REQUIREMENTS

1. Scope of Services

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

The Contractor shall be required to perform monitoring of all debris removal services conducted by the County. The monitoring services shall be conducted in both electronic and hard-copy formats, as needed to ensure the most accurate reconciliation of all debris removal activities. Required services shall include, but are not limited to: monitoring the field operations regarding all storm generated debris, debris pickup, debris hauling, debris staging and reduction, temporary debris storage site management, debris management, and final disposal of debris to an approved facility. The Contractor will also provide a range of related services including damage assessment, training, emergency planning and other services as needed and ordered by the County. Other services may also include facilitating communication with FEMA, FHWA, NRCS, the State of Florida, and other Federal, State, County, and Local Agencies, and coordination with state insurance representatives.

The Contractor must adhere to all requirements and regulations established by FEMA, the Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Natural Resources Conservation Service (NRCS), U.S. Army Corps of Engineers (USACE) and any other governmental agency with jurisdiction over response and recovery actions.

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

2. Debris Monitoring Services

A. Disaster Response Administration and Documentation

The awarded Contractor shall provide a Project Manager who shall be responsible for the overall coordination and communication with the County. The Contractor shall also provide a Field Operations Manager. The Field Operations Manager shall be located on-site, location to be determined by St. Johns County, at all times once the Contract is activated by the County.

The Contractor-supplied Project Manager shall report to the designated County Emergency Operations Center a minimum of twenty-four (24) hours prior to the predicted impact of a declared event, or within twenty-four (24) hours of notification from the County of activation. For other natural or manmade disasters the Contractor shall report within six (6) hours after notification.

The Contractor-supplied Project Manager and Field Operations Manager shall be responsible for the overall monitoring of the debris contractors and the management of the Contractor's monitoring team. Examples of project management/process oversight tasks include, but are not limited to:

- 1) Coordinating daily briefings, work progress, staff, and other key items with the County.
- 2) Scheduling, dispatching, and logistical operations of all team members.
- 3) Hiring, training, deploying, and supervising inspectors.
- 4) Scheduling work for all team members and contractors on a daily basis.
- 5) Determining vehicle monitoring assignments and providing the necessary vehicle decals for debris collection vehicles for identification and tracking. Decals should be large enough to accommodate a minimum of 4" high letters and placed in a visible location for tower monitoring.
- 6) Tracking and coordinating with County personnel to respond to problems in the field, citizens' complaints, and to include commercial and residential property damage claims as a result of debris removal.

- 7) Record the streets and locations where debris was collected. Maps are to be posted daily in a central location specified by the County; and be updated by 10:00 a.m. of each business day of the progress from the previous day(s) work.
- 8) Conduct all safety inspections on a regular, predetermined and random basis. Ensure the appropriate frequency of oversight is performed by all work crews, vehicles, and locations.
- 9) Monitoring removal contractors' progress and making / implementing recommendations to improve efficiency and speed up removal work.
- 10) Assisting the County with responding to public concerns and comments
- 11) Ensuring compliance with contracts by all subcontractors
- 12) Scheduling and running periodic meetings with field staff and contractors.

B. Collection Monitoring

The Contractor shall be responsible for ensuring the compliance with all applicable rules, regulations, policies, and guidelines of FEMA, FHWA, NCRS, and any other applicable federal, state, and local agencies at the time of the debris-generating event. The Contractor must also ensure that all services meet any and all rules and procedures for Federal grants, as provided for in The Uniform Rules in 2 C.F.R. Sections 200.317-200.326 in order to be eligible for reimbursement under the Public Assistance Program. All awarded contractors must take affirmative steps to utilize small and minority businesses and women business enterprises and labor surplus firms.

In order to obtain FEMA or FHWA reimbursement all loads must be monitored in the field by collection monitors. The Contractor shall establish an accurate and complete ticket process and provide collection monitors and staff to record documentation required by FEMA, FHWA, and all other applicable federal, state, and local agencies. The Contractor shall train collection monitors to assure proper documentation protocol requirements of FEMA, FHWA, and all other applicable federal, state, and local agencies are instituted and followed.

Contractor shall provide a Field Quality Control Team consisting of one (1) collection monitor per recovery crew and at least one (1) field supervisor for every seven (7) monitors. This team will monitor the recovery contracts for contract compliance, efficiency, and regulatory compliance. The team shall provide daily feedback to the County through their management team. All Field team members shall be equipped with cameras, mobile computers, smartphones, GPS units with an accuracy of three (3) meters, and other equipment as deemed necessary and/or appropriate.

Examples of collection monitoring tasks include, but are not limited to:

- 1) Verification that all debris picked up is a direct result of the disaster.
- 2) Ensure that ineligible debris is not collected by the debris removal contractor, unless directed in writing by the County.
- 3) Verification that the contractor is working in their assigned contract areas.
- 4) Stopping work in progress that is not being performed or documented in the appropriate manner. Such work should be noted for nonpayment.
- 5) Inspecting work in progress to ensure that removal efforts include debris of the proper type in the proper areas.
- 6) Ensuring compliance with contracts by all subcontractors.
- 7) Maintain all photo documentation of debris removal trucks and activities, specifically of the hazardous stump removal process, hangers, leaners, or tree removal and/or other special or unusual occurrences in the field. The team shall photograph every stump, leaner and hanger.
- 8) Document and report to the County damages which occur on public or private property as a result of debris removal operations.
- 9) Ensure that contractor is working in compliance with all federal, state, local safety regulations appropriate for the task being performed

C. Load Ticket Process Development

The Contractor shall establish a load ticket process and forms to be provided to collection monitor staff from the awarded contractor for recording of data in compliance with requirements of FEMA, FHWA, and all other applicable federal, state, and local agencies. Load tickets should consist of multiple copied pages. The Contractor shall retain original completed tickets on behalf of the County. Additionally, the Contractor, vehicle driver, subcontractor, and the contractor shall also receive copies of the completed load tickets. Original tickets retained by the Contractor on behalf of the County shall be turned over to the County upon completion of the project.

Load tickets shall include the following minimum information:

- Date & Time
- Designation of "Push," first pass, second pass, and subsequent passes
- Complete Street Address of closest property
- Nearest Cross Streets
- Type of Debris
- Vehicle Number
- Vehicle Capacity
- Percent of Volume Full
- Driver Name (printed) and signature
- Field Monitor name (printed) and signature
- Name of Subcontractor
- Tower monitor name (printed) and signature

D. Debris Site Monitoring

All debris collected and disposed of must be monitored and documented by the awarded contractors debris site monitors.

The Contractor shall provide a Debris Site Quality control team consisting, at a minimum, of no less than two (2) collection monitors per debris site. In addition to the collection monitors, the Contractor shall provide spotters and other staff sufficient to monitor the debris removal contractors for contract compliance, efficiency and regulatory compliance.

These staff members, in conjunction with project management team, shall coordinate logistics of the debris management site(s) with County Staff to ensure efficient traffic flow and proper handling of load tickets that record data in compliance with all of the requirements specified herein. The Contractor shall observe all vehicles entering and exiting the disposal site, ensuring only vehicles certified in accordance with Section F below are permitted to enter the disposal site. Debris management site monitors shall also provide verification that all debris reduction sites have access control and security.

Examples of debris management monitoring tasks include, but are not limited to:

- 1) Monitoring type of waste prior to entering debris management site;
- 2) Disposal Site / Tower Monitors shall estimate the volume of loads on percentage basis of debris collection vehicles;
- 3) Ensuring safety and security of debris management site;
- 4) Document and report activities to the County which may require remediation, such as fuel spills, hazardous materials, and other similar environmental concerns;
- 5) Document and report to the County any violations of the Department of Environmental Protection's (DEP) debris site conditions.
- 6) If DEP debris site conditions are violated, the Contractor shall oversee tasks sufficiently to satisfy the remediation performed by the Debris Removal Contractor.

- 7) Monitors will ensure that accurate, legible, and complete documentation is provided through load tickets and other logs and reports, as required.
- 8) Certifying the completeness of all load tickets that enter into a disposal site;
- 9) Exit Site Monitors shall ensure all outbound trucks and trailers are fully discharged of load prior to exit of the DMS.

E. Debris Estimation

A key element of the damage assessment process is determining the quantities of debris created by the event throughout the affected areas. To adequately plan and mobilize for a disaster debris recovery effort, it is critical to understand the potential quantities of debris that may be generated. Industry best practices confirm that rather than relying on a single approach, a combination of debris-estimating methodologies generally produces a more accurate estimate. The following debris-estimating methodologies can be used and used in combination they can help to produce a blended more accurate number:

- U.S. Army Corps of Engineers (USACE) debris-estimating model. This is a widely used model that takes into account factors such as hurricane category, population base, amount of vegetative cover, etc.
- HAZUS modeling. Hazus is a nationally applicable standardized methodology that contains models for estimating potential losses from earthquakes, floods, and hurricanes. Hazus uses Geographic Information Systems (GIS) technology to estimate physical, economic, and social impacts of disasters.
- Drive-by parcel survey. This survey estimates the average quantity of debris per parcel and multiplies the debris per parcel figure by the total number of parcels (residential, commercial, or both) in the applicable jurisdiction.
- Flyover. The flyover is used to determine whether the debris field is isolated in certain areas or spread throughout the entire jurisdiction.

F. Vehicle Certification

All debris hauling vehicles shall be certified prior to debris removal. The Contractor shall complete a certification on each vehicle. This certification process includes developing certification forms and documents to accurately measure and record the cubic volume to the nearest cubic yard of each vehicle. These forms shall comply with all applicable guidelines (FEMA, etc.) and at a minimum include the following:

- Length
- Width
- Depth
- Gross Volume in cubic yards
- Reduction areas such as wheel wells, doghouses, etc. that reduce volume areas in cubic yards
- Net volume in cubic yards
- Tag number of the vehicle
- Company vehicle number
- Driver of the vehicle name (printed) and signature
- Monitor name (printed) and signature
- Date

In addition to certifying the vehicle with forms, photographs shall be taken of each vehicle showing the vehicle number and type of vehicle. These photographs shall be attached with the certification. Original copies of these certifications including photographs shall be retained by the Contractor on behalf of the County. Original certifications retained by the Contractor on behalf of the County shall be turned over to the County upon completion of the project. Additional copies shall be provided to the debris removal

contractor, the vehicle driver, and the Contractor. Once these vehicles are certified, all volumes shall be verified by the Contractor within one (1) business day of the physical certification. Subsequent random verifications shall be performed once every two weeks on all vehicles, by the Contractor.

G. Load Ticket / Vehicle Certification Completeness

Contractor-supplied monitoring staff will ensure that accurate, legible, and complete documentation is provided through truck certifications. When a monitor signs a vehicle certification or load ticket, he or she is certifying that ALL information on the document is completed and the volumes/measurements are correct. The monitors should not sign or accept any partially completed information. Only complete tickets will be paid by the County. Additionally, debris site monitors shall calibrate his or her debris removal vehicle load determinations with the tower monitors each day. Disposal site monitors are expected to provide volume determination consistent with FEMA, FHWA, and all other applicable federal, state, and local agencies.

H. Additional Monitoring Responsibilities

The responsibilities of the Project Management Team include but not limited to:

- 1) Obtaining and become familiar with all debris removal contracts for which they are providing monitoring services.
- 2) Documenting daily and weekly debris removal work, ensuring that proper records are maintained for trip tickets and recovery costs.
- 3) Inspecting means and methods to measure and record work and recommending changes that may be needed.
- 4) Stopping work in progress that is not being performed or documented in the appropriate manner.
- 5) Inspecting work in progress to ensure that removal efforts include debris of the proper type in the proper areas.
- 6) Checking work in progress to make sure that the proper work authorizations, permits, and other prerequisites have been received.
- 7) Reporting on any improvements in work assignments and/or efficiency / productivity that may be appropriate.
- 8) Maintaining digital photo documentation of debris removal work on a weekly basis.
- 9) Aerial photography of DMS or other sites as determined by the County on a bi-weekly basis
- 10) Reporting damage within 24 hours of knowledge of occurrence.

The Contractor and/or subcontractors shall perform work in accordance with all applicable federal, state, and local laws and regulations

I. Operational Reports & Record Documentation

The Contractor will prepare and submit operational reports throughout the duration of the debris removal operations. Daily reports shall document the debris contractors' activities and progress from the previous day and shall be submitted by 10:00 a.m. to a distribution list established by the County Debris Manager. Each daily report submitted will contain the following minimum information:

- 1) Contractor Name
- 2) Contract Number
- 3) Reports and graphs to delineate production rates of crews and their equipment, progress by area and estimations of total quantities remaining, time to completion, and daily cumulative cubic yards of debris removed, processed and hauled. This reporting is due no later than 10:00 a.m. the following business day.
- 4) GIS mapping data updates and digitized reports
- 5) All GIS layers required will be provided to the Contractor by St. Johns County Public Works Department, prior to an event or as soon as possible to ensure up to date files and consistency in

field structure. All GIS Data must be in an ESRI format 8.3 or higher version.

- 6) Data exports should be at least monthly and utilize Excel or other format acceptable to County.
- 7) Scanned documents should be at a minimum 300 dpi and in jpg, tiff, or PDF file format.

The Contractor will review and validate debris removal contractor(s) invoices prior to submission to the County for processing.

J. Database Reporting

The Contractor shall be responsible for collecting, auditing for completeness and accuracy, tabulating and organizing disposal data into required formats; which must be in compliance with requirements of FEMA, FHWA, and all other applicable federal, state, and local agencies.

A single Microsoft Access database (or other format as approved by the County) shall be created by the contractor. This database shall include all information on debris removal including, but not limited to: load ticket information, vehicle certification information, stump removal information, hanger removal data, and leaner removal information, and determination of pass status (i.e. push, first pass, second pass, and subsequent passes.) This data shall record all information to a County facility and/or street address within the County. Any electronic reporting from this database must be provided in either Adobe or Microsoft Excel. The database created by the contractor shall be given to the County at the conclusion of the event.

K. Payment Monitoring

The contractor shall review and validate debris removal contractor(s) invoices prior to submission to the County for processing and separating in compliance with requirements of FEMA, FHWA, and all other applicable federal, state, and local agencies.

All invoices from the debris removal contractor(s) shall be directed to the monitoring contractor. Within fourteen (14) calendar days of receipt, the invoices shall be reviewed by the monitoring contractor and be accepted or rejected. The contractor shall issue in writing to the County and the debris contractor, the acceptance or rejection of invoices. If the invoice is rejected, the letter shall state a detailed reason for the rejection. Only 100 percent accurate and complete invoices will be forwarded to the County for payment.

As directed by the County, the contractor shall provide staff members to assist with public telephone inquiries and complaints. The staff members shall log all customer calls and maintain a status log toward the resolution of each call. Staff members shall log all damage complaints concerning the debris removal contractor(s) separately. These damage complaints shall be forwarded to the County Debris Manager project management team to be resolved with the contractor. A weekly log of such complaints and their resolution shall be provided to the County.

L. Daily Damage Reports

The Contractor will prepare and submit damage reports throughout the duration of the debris removal operations. Any private or public property damaged through the course of debris removal operations must be reported by the Contractor within 24 hours of knowledge of occurrence. Awarded contractor will establish surveillance plan to identify and report damages caused during debris removal operations. Each daily report submitted will contain the following minimum information:

- 1) Location and description of damaged property
- 2) Date and Time damage occurred / detected
- 3) Photos of the damaged property

M. Public Information Assistance

The Contractor shall provide regular status updates to the County for public information use. As directed by the County, the Contractor shall provide staff members to assist with public telephone inquiries and complaints. The staff members shall log all customer calls and maintain a status log toward the resolution of each call. Staff members shall log all damage complaints concerning the debris removal contractor(s) separately. These damage complaints shall be forwarded to the County Debris

Manager project management team to be resolved with the contractor. A weekly log of such complaints and their resolution shall be provided to the County.

N. Technical Expertise & Guidance

As directed by the County, the Contractor shall provide:

- 1) A comprehensive emergency management plan to include plan development; plan review, and plan revisions.
- 2) Oversight of the County's debris removal contractor(s) and related operations including, but not limited to, tree trimming, stump removal, vegetative debris, and removal, reduction, and hauling of construction and demolition debris (C&D).
- 3) Coordination of the certification process for all contractor equipment used in debris removal operations, identification and location of tree stumps and damaged trees, and set-up and control of temporary debris management sites and other debris staging sites, if established.
- 4) Coordination of communication with appropriate Federal, State, and Local Agencies.
- 5) If needed and as directed, assist County staff with federal, state and county regulatory and/or permitting requirements required for the debris removal and/or disaster recovery efforts.
- 6) Implementation of a recordkeeping and monitoring system compliant with rules, regulations, and requirements of FEMA, FHWA, NRCS, and all other applicable public agencies associated with debris removal and recovery efforts.
- 7) Assist with the preparation of all reports, documents, and records as may be needed to be filed with the appropriate Federal, State, or County agency.
- 8) As may be needed, assist County staff with seeking and obtaining applicable reimbursement from state and federal agencies for costs incurred in the debris removal and disaster recovery efforts.
- 9) If needed and as directed, prepare preliminary Damage assessments and follow-up assessments.
- 10) If needed and as directed, Damage assessment to include plan development, procedure development, staff training, and staff augmentation
- 11) If needed and as directed, Damage assessment of facilities.
- 12) If needed and as directed, consult with County staff or independently prepare a debris removal / disaster recovery plan and develop an appropriate training program for County staff.
- 13) If needed and as directed, consult with County staff or independently prepare a comprehensive mitigation program to include development of a mitigation plan, staff training, cost-benefit analysis, project management, environmental review, and staff augmentation.
- 14) Technical support and assistance in developing public information

O. Other Services

As directed by the County, the Contractor shall provide the following:

- 1) Training and Assistance – Sessions for all key County personnel and assistance in all disaster debris removal and disaster recovery planning efforts as requested.
- 2) Preliminary Damage Assessment – Determine the impact and magnitude of the disaster event before federal assistance is requested, identifying damaged locations and facilities, pre and post disaster estimates of debris quantities, documenting eligible costs and describing the physical and financial impacts of the disaster.
- 3) Debris Planning Efforts – Assist in all disaster recovery planning efforts as requested by the County. These planning efforts shall include but are not limited to development of a debris management plan, assistance in the identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance following a disaster event.

- 4) Digitization of all source documentation (such as load tickets). Consult with County staff on computer applications, such as GIS mapping of the progress of debris removal and disaster recovery efforts.

P. Final Report

A final report will be prepared by the Contractor and will be submitted to the County's Debris Manager within thirty (30) days of completion of removal and recovery efforts. Removal and recovery operations include closure of sites, remediation of sites, and the conclusion of all related activities. At a minimum, the following information will be included in this report:

- 1) Preparation of a final debris removal and disaster recovery report to the County discussing, in part, the response requirements and results.
- 2) Recommendations for future disaster response strategies.
- 3) If needed and as directed propose a mitigation plan, including applicable risk assessments and accompanying training program, to reduce the County's expense to potential future damage from natural disasters.
- 4) Copies of manifests, certificates, and related documents.

Log books and all other data taken during the implementation of the disaster response plan.

Q. Meetings & Communications

Open timely communication and written documentation are necessary to provide successful completion of the Disaster Response Plan. County personnel will conduct a kick-off meeting, with the contractor when the contract is awarded.

The Contractor shall meet with County representatives and the debris removal contractor(s) daily during a disaster. During periods without a disaster, the contractor shall meet with the County at least once per year at no cost to the County. This meeting shall occur prior to the hurricane season.

Throughout the execution of the County's response plan, the Contractor will be required to meet with County representatives as directed by, and coordinated with, the County. Contractor will attend a pre-proposal conference for the debris removal contractors, if so directed by the County, and will convene and attend regular progress and coordination meetings, as appropriate. The Contractor must provide minutes of all meetings to the County within three (3) business days after the meeting occurs.

R. Compliance Monitoring

The Contractor shall provide professional oversight to ensure compliance with FDEP regulations, FDOT, FHWA, SJRWMD, NRCS, FDOH, and FEMA reporting requirements, and any other Federal, State, or Local regulation(s). The contractor shall stay current with FEMA, FDOT, FDEP, SJRWMD, NRCS, FDOH, and FHWA policies and procedures and notify the County immediately as changes occur.

Contractor shall follow all of the requirements of 2 C.F.R. §200.321 in the execution of this Contract, and shall require and enforce similar compliance with all sub-contractors for contracts awarded by non-Federal Entities under Federal Awards which are incorporated herein by reference as if enumerated herein in their entirety.

The Contractor shall ensure specific compliance when required by regulation or statute with all Federal or State regulatory requirements specifically including, but not limited to, the Buy America Act, the National Environmental Act (NEPA) of 1969, 49 CFR Part 26 regarding utilization of Disadvantaged Business Enterprises (DBEs), America with Disabilities Act (ADA) of 1990, the Equal Opportunity Act, 23, USC 114 regarding prohibited use of convict labor, and all applicable regulation regarding prohibition of use of contractors which have been suspended or disbarred.

The Contractor shall check all work in process to make sure the proper work authorizations, permits and other prerequisites have been received assignment. The Contractor will work closely with the County and local agencies and regulators to clarify and resolve any compliance issues, as well as to determine requirements for and to obtain necessary permits, licenses, and certificates, if requested. In these cases, the Contractor will identify the requirements and demonstrate compliance, even though

permits are not required. Some of the permits required include, but may not be limited to, the following:

- 1) Environmental Permits – asbestos/lead paint abatement, construction permit, demolition permits, staging permits;
- 2) Clean Air Act (Emissions) Permits – fugitive emissions (dust) control permit.

S. Assessment of Debris Accumulation in Drainage Systems

The Contractor will assist the County in assessing and documenting the debris accumulation and damage in the County drainage systems and provide the County with a GIS map depicting systems requiring focused maintenance, with GIS files and maps.

T. Event Closure

The Contractor will assist the County in preparing final reports necessary for reimbursement by FEMA, FHWA, NRCS and any other applicable agency for disaster recovery efforts by County staff and requests for payment by the disaster debris removal contractors.

U. Maintenance of Records

The Contractor shall maintain, and retain for audit purposes, any and all records generated in relation to the services performed under the awarded contract. Specifically, the Contractor shall:

- 1) Upon completion of the required services authorized under any activation, the Contractor must retain and maintain all records pertaining to the services and the contract for these services and make them available to the County for a period of seven (7) years following receipt of final payment for the services referenced herein. In the event litigation ensues, the Contractor shall retain all records hereunder for a period of seven (7) years after conclusion of the litigation, including any and all appeals. Upon completion of this retention period, contractor shall, at no cost to the County, transfer all public records in possession of the Contractor, or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the retention period, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the retention period, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records in a format that is compatible with the information technology systems of the County. This requirement applies to the prime contractor and all sub-contractor's project records. However, it is the responsibility of the prime contractor to provide all of the records, both for the prime contractor and sub-contractor's records.
- 2) Upon request from the County's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- 4) During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the County's Auditor. The Contractor agrees to make available to the County's Auditor, during normal business hours all books of account, reports and records relating to this contract.
- 5) The contractor agrees to provide the St. Johns County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

- 6) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 7) The contractor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract at no additional cost and established timeframes.

RFP NO: 17-69 – DISASTER DEBRIS MONITORING SERVICES

PART V: CONTRACT REQUIREMENTS

1. Contract Agreement & Term

If awarded, the initial contract term shall be for a period of five (5) calendar years, providing satisfactory performance has been maintained by the Contractor, and the County has a continued need for the services.

In the event that a Contract Agreement is attached to the RFP, such attached Contract Agreement is for discussion purposes only, and not necessarily reflective of any Contract that may be ultimately entered into by the County. In the event that a Contract Agreement is not attached to the RFP, it is expressly understood that the Board of County Commissioner's (Board's) preference/selection of any proposal does not constitute an award of a Contract Agreement with the County. It is anticipated that subsequent to the Board's preference/selection of any Proposal, Contract Negotiations will follow between the County and the selected Respondent. It is further expressly understood that no contractual relationship exists with the County until a Contract has been executed by both the County, and the selected Respondent. The County reserves the right to delete, add to, or modify one or more components of the selected Respondent's Proposal; in order to accommodate changed or evolving circumstances that the County may have encountered, since the issuance of the RFP.

2. Contract Performance

At any point in time during the term of the Contract with the awarded Contractor, County Staff may review records of performance to ensure that the Contractor is continuing to provide sufficient financial support, labor, equipment and organization as prescribed herein. The County may place said contract on probationary status and implement termination procedures if the County determines that a Contractor no longer possesses the financial support, equipment and organization which would have been necessary in the RFP response in order to comply with the requirements for satisfactory performance.

3. Termination

Failure on the part of the Contractor to comply with any portion of the duties and obligations under the Contract Agreement shall be cause for termination. If the Contractor fails to perform any aspect of the responsibilities described herein, St. Johns County shall provide written notification stating any and all items of non-compliance. The Contractor shall then have seven (7) consecutive calendar days to correct any and all items of non-compliance. If the items of non-compliance are not corrected, or acceptable corrective action, as approved by the County, has not been taken within the seven (7) consecutive calendar days, the Contract Agreement may be terminated by St. Johns County for cause, upon giving seven (7) consecutive calendar days written notice to the Contractor.

In addition to the above, the County may terminate the Contract Agreement at any time, without cause, upon thirty (30) days written notice to the Contractor.

4. Governing Laws & Regulations

It shall be the responsibility of the Contractor to be familiar and comply with any and all federal, state, and local laws, ordinances, rules and regulations as provided herein and any others that are relevant and applicable to the services to be performed, under the awarded Contract. The Contract Agreement shall be governed by the laws of the State of Florida and the County both as to interpretation and to performance.

5. Licenses, Permits & Certifications and Applicable Fees

The Contractor shall be responsible for maintaining any and all necessary licenses, permits, certifications required to perform the work described herein throughout the duration of the Contract. Payment of any fees necessary to acquire and/or maintain such licenses, permits or certifications are the responsibility of the Contractor. Payment of any and all fees or fines assessed to the Contractor, or the County, resulting in the lack of required permits, licenses or certifications shall be the sole responsibility of the Contractor.

6. Insurance Requirements

The awarded Contractor shall not commence work under the awarded Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The

Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under the awarded Contract.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

The Contractor shall maintain during the life of the awarded Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

The Contractor shall maintain during the life of the awarded contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The Contractor shall maintain during the life of the awarded Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

The Contractor shall maintain during the life of the awarded Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

7. Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless St. Johns County, Florida, and employees from and against liability, claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from performance of the Work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction to tangible property (other than the Work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

In claims against any person or entity indemnified under this Paragraph by an employee of the Contractor, a Subcontractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor a Subcontractor under workers' compensation acts, disability benefits acts or other employee benefit acts.

8. Force Majeure

Neither the County nor Contractor shall be deemed in default with respect to the performance of, or compliance with the terms, covenants, agreements, conditions, or provisos of the Agreement, if the failure to perform or comply shall be due to any strike, lockout, civil commotion, invasion, rebellion, hostilities, sabotage, acts of God or causes otherwise beyond the control of the County or Contractor.

9. Public Records

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and the Freedom of Information Act, and except as may be provided by other applicable State and Federal Law, all Successful Offeror should be aware that Request for Proposals and the responses thereto are public record. Successful Offeror should identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. Failure

to identify confidential and/or proprietary information prior to submission of the proposal may result in such information being subject to release if requested in a public records request.

RFP NO: 17-69 – DISASTER DEBRIS MONITORING SERVICES

PART VI: RFP PACKAGE SUBMITTAL REQUIREMENTS & EVALUATION

1. Trade Secrets

To qualify any submitted information as Trade Secret, or confidential, the Respondent must mark each page of the submitted RFP Package or specific portion of a document as “trade secret.” All material marked as a trade secret must be separated from all non-trade secret material, such as being submitted in a separate envelope clearly marked as “trade secret.” If the County receives a public records request for a document or information that is marked and certified as a trade secret, the County shall release any information not verified as “trade secret”, in accordance with applicable Public Records laws.

To invoke the provisions of Florida Statute 812.081, Trade Secrets, or other applicable law, the requesting firm must complete an Affidavit for Trade Secret Confidentiality, signed by an officer of the company, and submit the affidavit with the information classified as “Trade Secret” with other proposal documents. The affidavit must reference the applicable law or laws under which trade secret status is to be granted.

2. Use of County & DHS Logo

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, Respondents may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

Any RFP Package submitted with the County Logo included, shall be returned to the Respondent for removal of the County Logo. Failure by the Respondent to resubmit the RFP Package, without the County Logo, within the timeframe provided by the SJC Purchasing Department, shall result in the Respondent being deemed non-responsive to the requirements of this Request for Proposals.

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

3. RFP Package Submittal Format

All RFP Packages shall be evaluated partially based on the Respondent’s ability to follow the instructions herein. To receive points from evaluation, the RFP Package format must sufficiently address and demonstrate all required components, and follow the order of sections described below. The aim of the required format is to simplify the preparation and evaluation of the RFP Packages.

All RFP Packages must include the following components:

Section	Topic
1	RFP Package Cover Page
2	Cover Letter
3	Experience & Past Performance
4	Technical Approach
5	Company Qualifications
6	Fee Schedule
7	Administrative Information

4. Evaluation of Responses

All responsive RFP Packages shall be evaluated by an Evaluation Committee of no less than three (3) representatives. Each Evaluation Committee Team Member will receive an electronic copy of all of the responsive RFP Packages submitted, a copy of the RFP Document with all issued Addenda, and an Evaluator’s Score Sheet. The Team shall then evaluate each RFP Package according to the criteria provided herein. Each Evaluation Team Member shall evaluate the RFP Packages individually, with no communication, coordination, or influence from any other individual(s). Scores for each Respondent shall be recorded on the Evaluator’s Score Sheet. A public Evaluation Meeting will be held by the SJC Purchasing Department to record the scores from each Evaluation Committee Team Member, and to rank the responding firms based on the scores provided.

The County desires to avoid the expense to all parties of unnecessary presentations; however, the County may elect to conduct oral interviews or presentations from one or more of the respondents in order to make a final determination of the top rankings. If the County elects to conduct oral interviews or presentations, selected firms will be notified.

County Staff may consider any evidence available regarding financial, technical, other qualifications and abilities of a respondent, including past performance (experience) with the County prior to recommending approval of award to the St. Johns County Board of County Commissioners.

The St. Johns County Board of County Commissioners reserves the right to reject any or all proposals, waive minor formalities or award to / negotiate with the firm whose proposal best serves the interest of the County.

5. Evaluation Criteria

It is the intention of St. Johns County to evaluate, and rank the respondents that submit RFP Packages from highest to lowest utilizing the evaluation criteria listed below. (I didn't see any evaluation criteria with scoring provided in the draft)

Evaluation of the responses to this RFP will comply with the specific criteria as follows:

GRADING CRITERIA	POINTS
Experience / Past Performance	0 - 25
Technical Approach	0 - 25
Company Qualifications	0 - 25
Fee Schedule	0 - 15
Quality of Proposal	0 - 10
TOTAL POSSIBLE POINTS	0 - 100

Quality of Proposal

The Quality of Submittal scoring for proposals will be based on the adherence to the required format, the organization, and the attention to detail in the submitted RFP Package

6. RFP Package Components

All of the components outlined below must be included with each copy of the RFP Package and submitted as follows: one (1) hard-copy original and one (1) exact electronic copy submitted on a USB Drive. The hard-copy original RFP Package shall be on 8 1/2" X 11" pages, numbered, with headings typewritten with no smaller than 10 size font and sections and sub-sections identified appropriately. The goal of the required format is to simplify the proposal preparation and evaluation process, and to ensure that all proposals receive the same orderly review.

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is highly recommended that proposals be organized in the manner specified as follows:

Section 1: RFP Package Cover Page (Complete and Submit)

Section 2: Cover Letter

Provide a one or two page cover letter. Include the original signed cover letter with the original proposal and a copy of the cover letter with each copy of the proposal. No electronic signature will be accepted.

The cover letter should include the following:

- Respondent Company type (sole proprietorship, partnership, corporation, joint venture, etc.), Company name and business address – must include address of office that will administer Contract;
- All contact information, including name, title, phone number, fax number, e-mail address, and street address of any contact person(s) in Respondent's organization who will respond to questions regarding the submitted RFP Package;
- Highlights of the Respondent's qualifications and ability to perform the specified services

Section 3: Experience & Past Performance

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 Contractor must demonstrate that they have successfully performed services on at least ten (10) FEMA reimbursable disaster debris removal projects related to at least three (3) different declared disasters, over the past seven (7) years, including at least two (2) 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.

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.

Section 4: Technical Approach

Provide a description of the Respondent's approach to the project including implementation of the RFP Scope of Services, start-up procedures, debris estimating methodology, and management of debris recovery contractors.

Section 5: Company Qualifications

In this section, respondent shall provide qualifications and experience of the company and key personnel who will be providing services under the awarded Contract, and a description of any and all resources available to the respondent to be used in the performance of the required work. Any and all individual licenses, certifications, or awards should be included in this section. Provide resumes of key staff.

Section 6: Fee Schedule

In this section, Respondents shall submit proposed hourly rates for debris monitoring key personnel who may be utilized to perform work, if awarded a Contract. Firms shall submit their hourly rates on the Rate Sheet provided by the County. The proposed rates submitted shall be evaluated based on an Average Hourly Rate, and the firm submitting the lowest proposed, average hourly rate shall receive the maximum weighted score for the price criteria as provided in the formula below.

Vendor	Average Proposed Hourly Rate	Percentage	By	Weight	Equals	Weighted Score***
A	\$100.00	100	X	20	=	20
B	\$125.00	80*	X	20	=	16
C	\$150.00	67**	X	20	=	14

* Vendor B's percentage is $\$100 \div \$125 = 80\%$

** Vendor C's percentage is $\$100 \div \$150 = 67\%$

*** Weighted Score shall be rounded to nearest whole number

Section 7: Administrative Information

In this section, respondent shall submit the following:

- Drug Free Work Place Form (Complete and Submit)
- Conflict of Interest Declaration (Complete and Submit)
- RFP Affidavit (Complete and submit)
- RFP Affidavit of Solvency (Complete and Submit)
- Equal Opportunity Report Statement
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions
- Certification Regarding Lobbying
- Certification of Non-segregated Facilities
- Non-Collusion Certification
- Acknowledged Addenda
- Proof of Liability Insurance and its limits

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PART VII: EVALUATORS’S SCORE SHEET SAMPLE

**ST. JOHNS COUNTY FLORIDA
BOARD OF COUNTY COMMISSIONERS**

**DATE:
PROJECT:**

CRITERIA RANKING:

Respondents	Experience / Past Performance 0-25	Technical Approach 0-25	Company Qualifications 0-25	Quality of Proposal 0-15	Fee Schedule 0-10	TOTAL 0-100

*Fee Schedule will be evaluated by the SJC Purchasing Department to ensure consistency in points across all Respondents.

SIGNATURE OF RATER: _____ PRINT NAME: _____ DATE: _____

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PART VIII: ATTACHMENTS/FORMS

RFP NO: 17-69 DISASTER DEBRIS MONITORING SERVICES

COVER PAGE

**RESPONDENTS MUST SUBMIT ONE (1) ORIGINAL HARD-COPY AND ONE (1) EXACT
ELECTRONIC PDF COPY ON A USB DRIVE TO:**

PURCHASING DEPARTMENT

ST. JOHNS COUNTY

500 SAN SEBASTIAN VIEW

ST. AUGUSTINE FLORIDA 32084

ATTN: Bob Quinney, Procurement Coordinator

COMPANY NAME: _____

CONTACT NAME & TITLE: _____

CONTACT PHONE NUMBER: _____

CONTACT EMAIL ADDRESS: _____

DATE: _____

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**St. Johns County Board of County Commissioners
Drug-Free Workplace Form**

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

_____ does:

Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Signature

Date

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**St. Johns County Board of County Commissioners
Conflict of Interest Disclosure Form**

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the contractor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:

I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: _____

Authorized Representative(s) : _____

Signature

Print Name/Title

Signature

Print Name/Title

RFP NO: 17-69 DISASTER DEBRIS MONITORING SERVICES

AFFIDAVIT

TO: ST. JOHN'S COUNTY BOARD OF COUNTY COMMISSIONERS
ST. AUGUSTINE, FLORIDA

At the time the proposal is submitted, the Respondent shall attach to his proposal a sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF _____ COUNTY OF _____. Before me, the undersigned authority, personally appeared _____ who, being duly sworn, deposes and says he is _____ (Title) of (Firm) the respondent submitting the attached proposal for the services covered by the RFP documents for RFP No: 17-69, Disaster Debris Monitoring Services.

The affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his firm or corporation under the same or different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

(Respondent)

By _____

(Title)

STATE OF _____)
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 20____, by _____ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced _____ as identification.

Notary Public
My commission expires: _____

VENDOR ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFIDAVIT TO EACH PROPOSAL.

RFP NO: 17-69 DISASTER DEBRIS MONITORING SERVICES

AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF {insert entity name}, being of lawful age and being duly sworn I, {insert affiant name}, as {insert position or title} (ex.CEO, officer, president, duly authorized representative, etc.) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this _day of ___, 20_.

Signature of Affiant

STATE OF _____)

COUNTY OF _____)

Subscribed and sworn to before me this ____ day of _____, 20____, by _____ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced

_____ as identification.

Notary Public

My commission expires:

RFP NO: 17-69 DISASTER DEBRIS MONITORING SERVICES

EQUAL OPPORTUNITY REPORT STATEMENT

The Bidder (Proposer) shall complete the following statement by signing this form where indicated. Failure to complete this form may be grounds for rejection of bid:

The awarded Contractor shall comply with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as amended) prohibiting employment discrimination and shall comply with the regulations and guidelines promulgated pursuant to this Act by the Secretary of the Interior and the Heritage Conservation and Recreation Service.

During the performance of this contract, the awarded Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary

of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____

RFP NO: 17-69 DISASTER DEBRIS MONITORING SERVICES

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

The Bidder certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

(b) have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

(c) are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by the Florida Department of Transportation."

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____

RFP NO: 17-69 DISASTER DEBRIS MONITORING SERVICES

**BYRD ANTI-LOBBYING COMPLIANCE AND
CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 9-26-16 11 cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____

RFP NO: 17-69 DISASTER DEBRIS MONITORING SERVICES

**St. Johns County
Certification of Non-segregated Facilities**

The federally assisted construction Contractor certifies that he does not maintain or provide for his employees, any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally assisted construction Contractor certifies that he will not maintain or provide for his employees segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. The federally assisted construction Contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally assisted construction Contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding ten thousand (\$10,000.00) dollars US which are not exempt from the provisions of the equal opportunity clause and that he will retain such certifications in his files.

Signature of Contractor

Title

Date

RFP NO: 17-69 DISASTER DEBRIS MONITORING SERVICES

NON-COLLUSION CERTIFICATION

St. Johns County requires, as a matter of policy, that any Firm receiving a contract or award resulting from the Request for Proposals issued by St. Johns County shall make certification as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

I (we) hereby certify that if the contract is awarded to me, our firm, partnership or corporation, that no members of the elected governing body of St. Johns County nor any professional management, administrative official or employee of the County, nor members of his or her immediate family including spouse, parents or children, nor any person representing or purporting to represent any member or members of the elected governing body or other official, has solicited, has received or has been promised, directly or indirectly, any financial benefit including but not limited to a fee, commission, finder's fee, political contribution, goods or services in return for favorable review of any Proposal submitted in response to the Request for Proposals or in return for execution of a contract for performance or provision of services for which Proposals are herein sought.

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

DATE: _____

NAME OF FIRM/PARTNERSHIP/CORPORATION:

PART IX: OPTIONAL CHECKLIST

RFP NO: 17-69 DISASTER DEBRIS MONITORING SERVICES

SECTION	ATTACHMENT NAME	CHECK BOX	ST. JOHNS COUNTY USE
Section 1	RFP Package Cover Page		
Section 2	Cover Letter		
Section 3	Company Experience & Past Performance		
Section 4	Technical Approach		
Section 5	Company Qualifications		
Section 6	Fee Schedule		
Section 7	Administrative Information (include the following):		
	Conflict of Interest Declaration		
	RFP Affidavit		
	RFP Affidavit of Solvency		
	Equal Opportunity Report Statement		
	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions		
	Certification Regarding Lobbying		
	Certification of Non-segregated Facilities		
	Non-Collusion Certification		
	Acknowledged Addenda		
	Proof of Liability and Limits		

RFP NO: 17-69 DISASTER DEBRIS MONITORING SERVICES

PART X FEMA-PA REQUIRED PROVISIONS

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The awarded Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives herein.

1. Energy Policy and Conservation Act

The awarded Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Reference 2 CFR 200 A II (h)

2. Compliance with the Copeland "Anti-Kickback" Act

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

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

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

Reference 2 CFR 200 A II (d)

3. Compliance with the Contract Work Hours and Safety Standards Act

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

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

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

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

subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

Reference 2 CFR 200 A II (e)

4. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

5. Clean Air Act:

- A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Reference 2 C.F.R. Part 200, Appendix II

6. Federal Water Pollution Control Act

- A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Reference 2 C.F.R. Part 200, Appendix II,

7. Procurement of Recycled/Recovered Materials

- A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - 1) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 2) Meeting contract performance requirements; or
 - 3) At a reasonable price.
- B. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

Reference 2 C.F.R. § 200.322

8. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Reference Financial Services and General Government Appropriations Act, 2015, Pub. L. No. 113-83, Division E,

§ 724 (2015); DHS Standard Terms and Conditions, v 3.0, II (Dec. 4, 2013).

9. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

10. Program Fraud and False or Fraudulent Statements or Related Acts

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Reference 31 U.S.C. §§ 3729-3733

11. Non-Segregated Facilities

The Contractor and each subcontractor shall comply with the Certification of Non-segregated Facilities supplied in these Contract Documents and this Certification shall be a part of the Contract Documents. By submission of a RFP, the Bidder and all subcontractors certify that they have familiarized themselves with the certification and that they will comply with the requirements set forth in the Certification.

12. Americans with Disabilities Act of 1990 (ADA)

The Contractor shall ensure compliance with all requirements imposed by ADA, and regulations of the federal government issued there under.

Reference DHS Standard Terms and Conditions, v 3.0, V (Dec. 4, 2013); Standard Form 424D, 10.

13. Equal Opportunity

All eligible businesses, including Small Local Business Enterprises (SLBEs) Disadvantaged Business Enterprises (DBEs) and Women/Minority Business Enterprises (WMBEs) shall be afforded a full opportunity to participate in any award made by the County pursuant to this Request for Proposals and will not be subjected to discrimination on the basis of race, color, sex, or national origin.

The County prohibits any awarded firm awarded a contract, to discriminate on the basis of race, color, religion, sex, national origin, age, or physical handicap.

Through the course of providing services to the County, Contractors shall affirmatively comply with all applicable provisions of Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as well as all other applicable regulations, guidelines and standards.

Reference 2 CFR 200.321

14. Sub-Contractors

If the awarded Contractor elects to sub-contract with any firm, for any portion of the work, the Contractor shall be responsible for all work performed by any sub-contract and the Contractor shall not be relieved of any obligations under the awarded Contract.

At any time, the County may, at its discretion, require any Respondent to submit all relevant data required to establish to the satisfaction of the County, the reliability and responsibility of the proposed sub-contractors to furnish and perform the work proposed.

Prior to the award of the Contract, the County will notify the Respondent in writing if the County, after due investigation, has reasonable and substantial objection to any person or organization proposed as a sub-contract. The Respondent then may, at his option, withdraw his RFP Package, or submit an acceptable alternate sub-contractor, at no increase in pricing. If the Respondent fails to submit an acceptable substitute within seven (7) days of the original notification, the County then may disqualify the Respondent from further consideration of award under this RFP.

The County reserves the right to disqualify any Contractor, Sub-Contractor, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

Sub-contractors and other persons and organizations proposed by the Respondent and accepted by the County,

must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the County.

The awarded contractor shall take the following affirmative steps to ensure minority business, women's business enterprises and labor surplus area firms are used when possible:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- B. Ensuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- E. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- F. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (A) through (E) of this section.

Reference 2 CFR 200.321(b)(6)

15. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

Reference 2 CFR 200 A II (j)

16. Suspension and Debarment

- A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by (insert name of sub grantee). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as grantee and name of sub grantee), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

Reference Chapter IV, 6.d and 12.a.ix; 2 C.F.R. Part 200, Appendix II, I; DHS Standard Terms and Conditions, v 3.0, X (Dec. 4, 2013)

PART XII: SEALED BID MAILING LABEL

RFP NO: 17-69 DISASTER DEBRIS MONITORING SERVICES

**Cut along the outer border and affix this label
to your RFP Package envelope to identify it as a
"RFP Package"**

RFP Package • DO NOT OPEN	
SEALED BID NO.:	<u>RFP 17-69</u>
BID TITLE:	<u>Disaster Debris Monitoring Services</u>
DUE DATE/TIME:	<u>By 4:00PM – October 5, 2017</u>
SUBMITTED BY:	<u>Company Name</u>
	<u>Company Address</u>
	<u>Company Address</u>
DELIVER TO:	SJC Purchasing Department ATTN: Bob Quinney, Procurement Coordinator 500 San Sebastian View St. Augustine FL 32084

END OF RFP DOCUMENT

