

RESOLUTION NO. 2019 -459

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO APPROVE TASK ORDER NO: 15 TO TETRA TECH, INC. UNDER RFP NO: 18-71 (MASTER CONTRACT NO: 18-MCC-TET-09768) FOR ADMINISTRATION OF RECOVERY SERVICE CENTER.

RECITALS

WHEREAS, On October 22, 2018, the County entered into a task order based continuing services contract with Tetra Tech, Inc.; and;

WHEREAS, the SJC Disaster Recovery Department requires assistance with the administration of the recovery service center for the Restore St. Johns program; and;

WHEREAS, the scope of services will be to provide assistance for the operation of the Hurricane Matthew Recovery Service Center which shall include a kickoff meeting, case management, damage assessment and cost estimation, reporting, and miscellaneous services, in accordance with Task Order No. 15; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the proposed task order (attached hereto, an incorporated herein) and finds that executing the task order to complete the work services serves a public purpose; and;

WHEREAS, the task order will be in substantial conformance with the attached draft task order.

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 issue a task order to Tetra Tech, Inc. to provide the services set forth therein.

Section 3. The County Administrator, or designee, is further authorized to execute a task order 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 the task order.

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 17th day of December, 2019.

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

By: Jeb S. Smith
Jeb S. Smith, Chair

ATTEST: Brandon Patty, Clerk

By: Pam Halterman
Deputy Clerk

RENDITION DATE 12/19/19





St. Johns County Board of County Commissioners

Purchasing Division

CONTRACT TASK ORDER NO: 15

RFP No: 18-71 – Management of CDBG-DR for Hurricane Projects & Programs
Master Contract No: 18-MCC-TET-09768

Consultant: Tetra Tech, Inc.
2301 Lucien Way, Suite 120
Maitland, FL 32751

Date: November 19, 2019
Project: Administration of Recovery Service Center

SCOPE OF WORK:

Task Order #15 is hereby issued to authorize Tetra Tech, Inc. ("Consultant"), to provide management services for the operation of the Hurricane Matthew Recovery Service Center from January 3, 2020 through and until December 31, 2020. Services shall include a kickoff meeting, case management, damage assessment and cost estimation, reporting, and miscellaneous services as necessary for compliance with U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant – Disaster Recovery (CDBG-DR), in accordance with the Master Contract, and as provided in the Consultant's proposal dated November 13, 2019 and attached hereto.

PAYMENT TERMS:

The County shall compensate the Consultant, under Task Order #15, an amount not-to-exceed one million eight hundred seventy-three thousand eight hundred twenty dollars (\$1,873,820.00), for work satisfactorily completed in accordance with the provisions of this task order, and with the Master Contract dated October 22, 2018.

SCHEDULE:

The Consultant shall commence work upon receipt of a fully executed Task Order. The Effective Date of this Task Order shall be the date of signature by an authorized St. Johns County Representative. **Work shall be completed on or before December 31, 2020.** Any work performed prior to the full execution of this Task Order shall be at the Consultant's Own Risk.

Receipt of a fully executed copy of this Task Order #15 shall serve as Notice to Proceed for this project.

Tetra Tech, Inc.

Representative
Signature: _____

Printed Name
& Title: _____

Date: _____

St. Johns County, Florida

Representative
Signature: _____

Printed Name Jaime T. Locklear, MPA, CPPO, CPPB
& Title: Purchasing Manager

Date: _____

All terms and conditions of the above-referenced contract dated October 22, 2018 remain in full force and effect. All invoices must reference Task Order #15. By approving this task order, the SJC Dept is certifying the availability of funds for this. Do not approve/process this task order until funds are available in the appropriate line item.



November 13, 2019

Joseph Giammanco
Disaster Recovery Grant Director
St. Johns County Board of County Commissioners
500 San Sebastian View
St. Augustine, FL 32084

**Subject: 18-71 Management of CDBG-DR of Hurricane Projects & Programs
Task Order #15: Administration of Recovery Service Center**

Dear Mr. Giammanco,

Tetra Tech is pleased to provide the following Task Order #15 to assist St. Johns County, Florida (County) for operations of the Recovery Service Center for the County's U.S. Department of Housing and Urban Development (HUD) Hurricane Community Development Block Grant (CDBG-DR).

The purpose of this scope is to operate and manage the recovery service center on behalf of the County as detailed in the scope below.

SCOPE OF WORK

The St. Johns County Hurricane Matthew Recovery Service Center will be a resource for property owners who require assistance in their ongoing recovery efforts. Under Task 1, Tetra Tech will operate and manage the recovery service center on behalf of the County.

Task 1 – Recovery Service Center Kickoff

Upon receipt of a County Purchase Order (PO), Tetra Tech will schedule and conduct a project kickoff meeting with County stakeholders. During this meeting, the County and Tetra Tech will review the Task Order #15 scope, project assumptions, goals, objectives, timelines, and Project Sponsor designation.

Task 2 – Case Management

Tetra Tech will provide case management services to applicants to handle questions and help process registration and applications for property owners who require assistance in their ongoing recovery efforts. Activities associated with case management will be tracked and used to build the central repository for documents provided by applicants for determination of their eligibility.

Case management services will include:

- Advise applicants on eligibility/program requirements as well as assist in application preparation and submission.
- Provide multi-lingual capabilities to address applicant language barriers.
- Process applications; including necessary communications with applicant and/or County.
- Perform Eligibility Reviews.
- Document verification insuring that there is no duplication of benefits in accordance with HUD, federal, and state policy.
- Follow-up with applicants providing them with the status of their applications.
- Participate in the appeals process and handle disputes for disallowed/ineligible applications.
- Capture applicant fallout reasons.

TDR Division
2301 Lucien Way Suite 120, Maitland, Florida
Tel (321) 441-8500 Fax (321)441-8501. tetratech.com

- Perform testing, provide error reporting, and complete data entry and supportive documentation uploads into the DEO system of record, SERA.
- Perform applicant close out as properties are completed.

Task 3 – Damage Assessment and Cost Estimation

- Site inspections to assess the damage and determine, by their professional judgment, if the damage was/was not a result of the qualifying storm;
- Site inspections to define the qualifying project and estimate the cost of the qualifying damage and construction work to be included in the project;
- Preparation of bid packages;
- Conduct pre-bid and pre-construction meetings with contractors;
- Coordinate with the internal staff to assign the required lead and asbestos testing, in addition to additional hazard testing, for all projects;
- Coordinate with the internal staff to assign the required Tier II testing for all projects;
- Attend required training programs on the County's CDBG-DR program offered by the County;
- Attend other meetings as assigned with the Project Sponsor and representatives from the County;
- Interface with County Departments along with the Project Sponsor;
- Travel throughout the County and visit sites of proposed projects;
- Attend client's internal staff meetings at the request of the client;
- Assist with the preparation of the internal compliance reports and monitoring process for quality control;

Task 4 – Reporting and Miscellaneous Services

Tetra Tech will provide reporting and miscellaneous services on behalf of the County regarding the management, administration, and technical support of the County's CDBG-DR program.

Reporting and miscellaneous services will include:

- Provide weekly briefing to the County regarding continued program intake, program construction progress, and program close out. The briefing will provide an update on program metrics as requested and established by the County.
- Provide statistical and reporting requirements for the housing recovery program.
- Provide compliance, management, supervision, and support.
- Development and distribution of weekly, monthly and quarterly or other periodic reports to the County, FLDEO, HUD or other parties as requested by the County.
- Continued development and updating of unmet needs analysis to quantify the unmet needs of the disaster in the County.
- Participation in activities associated with CDBG-DR project environmental record reviews (ERRs), including but not limited to, review of and comment on environmental contractor RPFs, proposals, contracts, scopes of work, cost estimates, participating in calls to discuss ERRs SOPs, coordination with FLDEO on environmental review processes and review procedures, reporting on ERRs, distributing and coordinating ERR contractor work associated with project ERRS.

Includes historical and toxic reviews, Tier 1s, Tier 2s, public notices of Tier 1 ERRs and other project related environmental reviews.

- Provide quarterly reviews of Policies and Procedures (P&Ps) to identify any needed updates or additional P&P documents required. Any required modifications to the P&Ps due to project or programmatic changes (such as waivers), in addition to DEO requested changes as a result of Monitoring and/or Technical Assistance visits will also be completed as identified.
- Provide comprehensive support services associated with all activities associated with the State of Florida Department of Economic Opportunity and its contractors (FLDOE) including, but not limited to, attendance at meetings, conference calls, meeting/call agendas, responses to data or information requests made by FLDOE for data, analyses, correspondence, FLDEO periodic audits, FLDEO requested changes to previously prepared project documents, data, invoices, or processes, that result in the need to modify or redevelop previously approved said work products or any other previously performed work activity employed by Tetra Tech over the course of the project
- Provide comprehensive support services associated with all activities associated with the U.S. Department of Housing and Urban Development and its contractors (HUD) including, but not limited to, attendance at meetings, conference calls, meeting/call agendas, responses to data or information requests made by HUD for data, analyses, correspondence, HUD periodic audits, HUD requested changes to previously prepared project documents, data, invoices, or processes, that result in the need to modify or redevelop previously approved said work products or any other previously performed work activity employed by Tetra Tech over the course of the project
- Other miscellaneous CDBG-DR grant support services requested by the County

PROJECT TIMELINE

Tetra Tech will work with the County to operate the recovery service center for a period of performance from January 3, 2020 through December 31, 2020. Should the County choose to extend operations further, Tetra Tech will work with the County to amend this task order.

PROJECT COST PROPOSAL

The cost is based on Tetra Tech's current understanding of the project requirements and best estimates of level of effort required to perform the basic services and may be subject to change upon agreement between the County and Tetra Tech. The fee for the services will be based on the actual hours of services furnished multiplied by Tetra Tech's hourly rates along with materials passed thru at cost in accordance with the Professional Services Agreement between the County and Tetra Tech, Contract #18-MCC-TET-09768 dated October 22, 2018. Exhibit 1 below outlines the anticipated staff positions and level of effort for these services.

Exhibit 1: Cost Proposal to Operate

Position Description	Estimated Hours	Hourly Rate	Total
Subject Matter Expert	746	\$175	\$130,550
Project Manger	1747	\$150	\$262,050
Assistant Project Manager	436	\$135	\$58,860

Position Description	Estimated Hours	Hourly Rate	Total
Policy Analyst/Planner	1856	\$125	\$232,000
Cost Estimator	6552	\$115	\$753,480
Case Worker	6552	\$65	\$425,880
Expenses (mileage) ^[1]			\$11,000
Estimated Total Cost			\$1,873,820.00

The estimated NTE amount does not represent the actual cost of the project. If, during the performance of the work, it is determined additional labor and/or non-labor funding is required in order to complete the project, Tetra Tech and the County will mutually agree on a new/revised estimated cost and Tetra Tech will not proceed without written authorization from an authorized representative of the County.

^[1] Mileage is billed at \$0.445 per mile and estimated at approximately 476 miles per week for 52 weeks. Mileage will only be billed within St. Johns County limits from County office(s) to project sites, and between County project sites.

ASSUMPTIONS

This project is based on the following key assumptions and constraints. Deviations that arise during the proposed project will be managed through a standard change control process.

- **Project Sponsor.** The County will assign a primary point of contact to serve as project sponsor to address administrative and functional issues.
- **Access to Materials.** Documentation pertinent to the execution of this project should be made available to Tetra Tech for review in electronic format within five business days of the request from Tetra Tech.
- **Access to Key Personnel.** Availability of County key personnel is critical to obtaining the information required for the overall success of this project. Information presented by key personnel will be accepted as factual and no confirmation will be made.
- **Work Location/Meeting Space.** Tetra Tech will perform work on and off site at County offices or via conference call during the performance period.
- **Non-Labor Expense.** If, during the performance of this work, it is determined additional funding is required to cover non-labor expenses, Tetra Tech and the County will mutually agree on a new/revised estimated project cost and Tetra Tech will not proceed without written authorization from an authorized representative of the County.
- **Period of performance.** The budget above is to cover the period beginning January 3, 2020 through December 31, 2020. To the extent, the period of performance is required to be extended due to reasons beyond the Tetra Tech Team's control; such unforeseen circumstances may result in an increase in the project timeline and budget.
- **Payment Plan.** The County will be invoiced monthly for labor expended with materials passed thru at cost, if applicable. Payment by the County shall be made in compliance with the provisions of the Local Government Prompt Payment Act (Section 218.70, Florida Statutes, et seq.).

Joseph Giammanco
November 13, 2019
Task Order No. 15
Page 5 of 4

Tetra Tech is pleased to offer this proposal and looks forward to the opportunity to continue working with the County. Please contact the representatives listed below with questions concerning this letter.

Contractual representative:

Ms. Betty Kamara

Phone: (321) 441-8518

E-mail: betty.kamara@TetraTech.com

Technical representative:

Mr. Jonathan Burgiel

Phone: (407) 342-2282

E-mail: Jonathan.Burgiel@tetrattech.com

Sincerely,



Tetra Tech, Inc.

Jonathan Burgiel

Business Unit President



CONTRACT AGREEMENT
RFP NO: 18-71
Management of CDBG-DR for Hurricane
Projects & Programs
Master Contract #: 18-MCC-TET-09768

This Contract Agreement (Agreement) is made as of this 22nd day of October, 2018, ("Effective Date") 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, FL 32084, and Tetra Tech, Inc. ("Consultant"), authorized to do business in the state of Florida, with mailing address: 2301 Lucien Way, Suite 120; Maitland, FL 32751; Phone: (321) 441-8500 Email: betty.kamara@tetrattech.com.

In consideration of the mutual promises contained herein, the County and the Consultant agree as follows:

ARTICLE 1 – DURATION AND RENEWAL

This Agreement shall become effective upon the date of execution by all parties, as of the Effective Date show above, and shall be in effect for an initial contract term of five (5) calendar years, and may be renewed for up to five (5), one (1) year renewal periods. Renewal of this Agreement shall be contingent upon satisfactory performance by the Consultant, mutual agreement by both parties, and the availability of legally appropriated funds. While this Agreement may be renewed as stated in this Article, it is expressly noted that the County is under no obligation to renew this Agreement. It is further expressly understood that the option of renewal is exercisable only by the County, and only upon the County's determination that the Consultant satisfactorily performed the Services specified in the Contract Documents.

ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS

The term "Contract Documents" includes the following:

- This Agreement, including any amendment executed as provided in Article 29;
- St. Johns County Request for Proposals No. 18-71 and all issued Addenda (Exhibit A);
- Community Development Block Grant – Disaster Recovery (CDBG-DR) Required Contract Clauses (Exhibit B);
- Florida Department of Economic Opportunity Agreement # H2338 (Exhibit C);
- Consultant Hourly Rate Sheet (Exhibit D);
- Any task order, or any amendment or change order to an issued task order, issued as provided in Article 4 of this Agreement; and
- Any Certificate of Insurance required pursuant to Article 12 of this Agreement.

Any document not identified above is not a Contract Document and does not form part of this Agreement. In interpreting the Contract and resolving any inconsistencies or ambiguities, the main body of this Agreement takes precedence over any of the Exhibits provided above.

ARTICLE 3 - SERVICES

The Consultant's responsibility under this Agreement is to provide all labor, materials, and equipment necessary to perform the Scope of Work set forth in Part III A of St. Johns County Request for Proposals No: 18-71.

Services provided by the Consultant shall be under the general direction of the respective St. Johns County Department requesting services, or the St. Johns County Purchasing Department, who shall act as the County's representative during the performance of services under this Agreement.

The Consultant shall provide and perform all services pursuant to this Agreement in accordance with generally accepted standards of professional practice and in accordance with applicable federal, state, and local laws and regulations.

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

Review, approval, or acceptance by the County of data, studies, reports, memoranda, and incidental professional services, work, and materials furnished by the Consultant under this Agreement shall not relieve the Consultant of responsibility for the adequacy, completeness, and accuracy of its services, work, and materials. Neither the County's review, approval, or acceptance of, nor payment for, any part of the Consultant's services, work, and materials shall be construed to operate as a waiver of any of the County's rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

ARTICLE 4 – TASK ORDERS

The Consultant shall not perform any services under this Agreement until a task order for such services has been executed by the Consultant's authorized representative and the County Administrator, or his authorized designee, in accordance with County Purchasing Policy. Any work performed by the Consultant without a fully executed Task Order shall be at the Consultant's Own Risk, and shall be subject to non-payment by the County. All task orders under this Agreement shall be issued on a form provided by the County. The task order shall set forth a description and summary of the services to be performed, the total compensation for satisfactory completion of the work to be performed, and the estimated time for completion of the services. Any amendment to an executed task order shall be in writing and shall be executed by the County Administrator or his authorized designee.

ARTICLE 5 – COMPENSATION/BILLING/INVOICES

- A. Compensation for services under this Agreement is contingent upon the execution of a task order as provided in Article 4 prior to the provision of the services by the Consultant.
- B. Compensation for each Task Order shall be based on the method of payment as stated in each Task Order in accordance with the Hourly Rates provided by the Consultant, approved by the County, and incorporated herein as Exhibit "D". The Consultant shall submit a cost proposal and scope for each project, in the format, as requested by the County. Compensation for all task orders issued under this Agreement shall either be on a lump sum basis or a not-to-exceed amount accompanied by a project estimate.
- C. It is expressly understood that Consultant is not entitled to the amount of compensation set forth in any given task order. Rather, Consultant's compensation is based upon Consultant's satisfactory completion and delivery of all work product and deliverables noted in each task order.
- D. The Consultant shall bill the County for services satisfactorily performed as provided in each task order. Payment by the County shall be made in compliance with the provisions of the Local Government Prompt Payment Act (Section 218.70, Florida Statutes, et seq.).
- E. Though there is no billing form or format pre-approved by either the County, or the Consultant, invoices submitted by the Consultant shall include a detailed written report of the services accomplished in connection with the Scope of Work. The County may return an invoice from the Consultant, and request additional documentation or information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.

ARTICLE 6 – TERMINATION

- A. This Agreement may be terminated by the County without cause upon at least thirty (30) calendar days advance written notice to the Consultant of such termination without cause.
- B. This Agreement may be terminated by the County with cause upon at least seven (7) calendar days advanced written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

ARTICLE 7 – NOTICE OF DEFAULT/RIGHT TO CURE

- A. Should the Consultant fail to perform (default) under the terms of this Agreement, then the County shall provide written notice to the Consultant, which such notice shall include a timeframe of no fewer than seven (7) calendar

days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.

- B. It is expressly noted that, should the County issue more than one notice of default to the Consultant within any six consecutive months during the term of this Agreement, such action shall constitute cause for termination of this Agreement.
- C. Consistent with other provisions in this Agreement, Consultant shall be paid for services authorized and satisfactorily performed under this Agreement up to the effective date of termination.
- D. Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Consultant shall:
 - 1. Stop work on the date to the extent specified.
 - 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
 - 3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
 - 4. Continue and complete all parts of the work that have not been terminated.

ARTICLE 8 – PERSONNEL

The Consultant represents that it has, or shall secure at its own expense, all necessary personnel required to perform the services as noted in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with, the County.

All of the services required hereunder shall be performed by the Consultant, or under its supervision. All personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such services.

Any changes or substitutions in the Consultant's key personnel must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective.

The Consultant warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

The Consultant shall provide the designated Key Personnel to perform work under this Agreement, as follows:

Name:	Title:	Phone #:	Email:
Jonathan Burgiel	Principal in Charge	407-342-2282	jonathan.burgiel@tetrattech.com
James "Danny" Hinson	Program Manager	904-610-4897	danny.hinson@tetrattech.com

ARTICLE 9 – SUBCONTRACTING

The County reserves the right to approve the use of any sub-consultant, or to reject the selection of a particular sub-consultant, and to inspect all facilities of any sub-consultants in order to make a determination as to the capability of the sub-consultant to perform the work described in the Contract Documents. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a sub-consultant fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the sub-consultant to complete the work in a timely fashion, the Consultant shall promptly do so, subject to approval by the County.

The County reserves the right to disqualify any sub-consultant, vendor, or material supplier based upon prior unsatisfactory performance.

ARTICLE 10 – FEDERAL AND STATE TAX

In accordance with Local, State, and Federal law, the County is exempt from the payment of Sales and Use Taxes. The County shall execute a tax exemption certificate submitted by the Consultant. The Consultant shall not be exempt from the payment of all applicable taxes in its performance under this Agreement. It is expressly understood by the County and by the Consultant that the Consultant shall not be authorized to use the County's Tax Exemption status in any manner.

The Consultant shall be solely responsible for the payment and accounting of any and all applicable taxes and/or

withholdings including but not limited to Social Security payroll taxes (FICA), associated with or stemming from Consultant performance under this Agreement.

ARTICLE 11 – AVAILABILITY OF FUNDS

The County's obligations under this Agreement are subject to the availability of lawfully appropriated County funds. While the County will make all reasonable efforts, in order to provide funds needed to perform under this Agreement, the County makes no express commitment to provide such funds in any given County Fiscal Year. Moreover, it is expressly noted that the Consultant cannot demand that the County provide any such funds in any given County Fiscal Year.

ARTICLE 12 - INSURANCE

The Consultant shall not commence work under this Agreement until it 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 Consultant shall furnish proof of insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Consultant 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 Consultant of its liability and obligations under this Agreement.

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

The Consultant shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Consultant 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 Consultant or by anyone directly employed by or contracting with the Consultant.

The Consultant 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.

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

The Consultant shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability to protect the Consultant 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 Consultant or by anyone directly or indirectly employed by a Consultant.

The Consultant shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as required by the law for all of its employees.

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

ARTICLE 13 - INDEMNIFICATION

The Consultant shall indemnify and hold harmless the County and its officers and employees from claims, liabilities, damages, losses, and costs, including court costs, expert witness and professional consultation services, and attorneys' fees, arising out of the Consultant's errors, omissions, or negligence. The Consultant shall not be liable to, nor be required to indemnify the County for, any portions of damages arising out of any error, omission, or negligence of the County or its officers and employees.

ARTICLE 14 - SUCCESSORS AND ASSIGNS

The County and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the County nor the Consultant shall assign, sublet, convey or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Consultant.

ARTICLE 15 - REMEDIES

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or nor or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

ARTICLE 16 - CONFLICT OF INTEREST

The Consultant represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the County in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Consultant.

The County agrees to notify the Consultant of its opinion by certified mail within 30 days of receipt of notification by the Consultant. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the County shall so state in the notification and the Consultant shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Consultant under the terms of this Agreement.

The Consultant agrees that no person employed or retained by the Consultant who provides services in connection with this Agreement shall at any time provide services in connection with the Consultant's contract with Hexion, Inc., to provide services related to FDEP Facility #558519653 (the Hexion Contract), nor shall any person employed or retained by the Consultant who provides or who has previously provided services in connection with the Hexion Contract provide services, in connection with this Agreement. The Consultant further agrees that no person employed or retained by the Consultant who provides services in connection with this Agreement shall engage in any communication regarding the services being performed in connection with this Agreement with any person employed or retained by the Consultant who provides or has previously provided services in connection with the Hexion Contract.

ARTICLE 17 - NO THIRD PARTY BENEFICIARIES

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

ARTICLE 18 - EXCUSABLE DELAYS

Neither party shall be held to be in non-compliance with this agreement, or suffer any enforcement or penalty relating to this agreement, where such non-compliance occurs as the result of a force majeure event. For the purposes of this section, a force majeure event is defined as an event beyond the control and without the fault or negligence of the affected party which could not have been prevented through the exercise of reasonable diligence, including natural disaster (including hurricane, flood, or other acts of nature), strike, riot, war, terrorism or threat of terrorism, or other event that is reasonably beyond either party's ability to anticipate or control. When there is an event of force majeure, the affected party shall immediately notify the other party in writing giving the full particulars of the event of force majeure. The affected party

must use reasonable efforts to mitigate the effect of the event of force majeure upon its performance under this agreement. Upon completion of the event of force majeure, the affected party shall resume its performance under this agreement as soon as reasonably practicable. If, due to an event of force majeure, the Consultant is unable to complete the scope of services within the term of this agreement, the term of this agreement may be extended for an amount of time not to exceed the length of the event of force majeure.

ARTICLE 19 - ARREARS

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

ARTICLE 20 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

Before being eligible for final payment of any amounts due, the Consultant shall deliver to the County all documents and materials prepared by and for the County under this Agreement.

Consultant shall keep all information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the County, or at its expense, confidential. Such information shall not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased under this Agreement, or at the County's expense, shall be and remains the County's property and may be reproduced and reused at the discretion of the County.

The County and the Consultant shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

ARTICLE 21 - INDEPENDENT CONSULTANT RELATIONSHIP

With respect to the Consultant's performance of all work services and activities under this Agreement, the Consultant shall be an independent consultant, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to the Consultant's sole direction, supervision, and control.

The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Consultant's relationship and the relationship of its employees to the County shall be that of an independent consultant and not as employees or agents of the County. The Consultant does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this agreement.

ARTICLE 22 - CONTINGENT FEES

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

ARTICLE 23 - ACCESS AND AUDITS

The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five days written notice.

ARTICLE 24 - NONDISCRIMINATION

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to

race, color, religion, physical handicap, sex, age or national origin.

ARTICLE 25 - ENTIRETY OF CONTRACTUAL AGREEMENT

The County and the Consultant agree that this Agreement, signed by both parties sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Agreement may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the County, and the Consultant.

ARTICLE 26 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 27 - AUTHORITY TO PRACTICE

The Consultant hereby represents and warrants that it has and shall continue to maintain all licenses and approvals required to conduct its business and that it shall conduct its business activities in a reputable manner at all times.

ARTICLE 28 - SEVERABILITY

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

ARTICLE 29 - AMENDMENTS AND MODIFICATIONS

No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

The County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a contemplated change, the Consultant shall: (1) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the County of any estimated change in the completion date; and (3) advise the County in writing if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Agreement. If the County instructs in writing, the Consultant shall suspend work on that portion of the project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue an amended task order as provided in Article 4. The Consultant shall not commence work on any such change until such amended task order has been issued and signed by each of the parties.

ARTICLE 30 - FLORIDA LAW & VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement shall be held in St. Johns County, Florida.

ARTICLE 31 - ARBITRATION

The County shall not be obligated to arbitrate or permit any arbitration binding on the County under any of the Contract Documents or in connection with the project in any manner whatsoever.

ARTICLE 32 - NOTICES

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

St. Johns County Purchasing Department
Attn: Jaime Locklear, Purchasing Manager
500 San Sebastian View

St. Augustine, FL 32084

and if sent to the Consultant shall be mailed to:

Tetra Tech, Inc.

Attn.: Jonathan Burgiel, Business Unit President, Disaster Recovery

2301 Lucien Way, Suite 120

Maitland, FL 32751

ARTICLE 33 - HEADINGS

The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

ARTICLE 34 - PUBLIC RECORDS

- A. 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.
- B. In accordance with Florida law, to the extent that Consultant's performance under this Contract constitutes an act on behalf of the County, Consultant shall comply with all requirements of Florida's public records law. Specifically, if Consultant is expressly authorized, and acts on behalf of the County under this Agreement, Consultant 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 Consultant 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 Consultant or keep and maintain public records required by the County to perform the Services.
- C. If the Consultant transfers all public records to the County upon completion of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant 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.
- D. Failure by the Consultant to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

IF THE CONSULTANT 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: OCA, ATTN: Public Records Manager, 500 San Sebastian View, St. Augustine, FL 32084, PH: (904) 209-0805, EMAIL: publicrecords@sjcfl.us.

ARTICLE 35 – REVIEW OF RECORDS

As a condition of entering into the Agreement, and to ensure compliance, especially as it relates to any applicable law, rule, or regulation, the Consultant authorizes the County, or any of their authorized representatives to examine, review, inspect, and/or audit the books and records, in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in the Agreement. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Consultant agrees to provide the County or their authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract. It is specifically noted that Consultant is under no duty to provide access to documentation not related to the Agreement, and/or otherwise protected by County, State, or Federal law.

ARTICLE 36 – USE OF COUNTY LOGO

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the Consultant 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.

ARTICLE 37 – SURVIVAL

It is explicitly noted that the following provisions of this Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: (1) Federal and State Taxes; (2) Insurance; (3) Indemnification; (4) Access and Audits; (5) Enforcement Costs; and (6) Access to Records.

ARTICLE 38 – INCORPORATION OF HUD REQUIRED CONTRACT CLAUSES

The Consultant's performance under this Agreement shall be subject to the HUD Required Contract Clauses attached as Exhibit B hereto, the contents of which are incorporated herein.

ARTICLE 39 – INCORPORATION OF FLORIDA DEO AGREEMENT

The Consultant's performance under this Agreement shall be subject to terms of Florida Department of Economic Opportunity (agreement # H2338) attached as Exhibit C hereto, the contents of which are incorporated herein.

IN WITNESS WHEREOF, authorized representatives of the County, and Consultant have executed this Agreement on the day and year below noted.

COUNTY:

St. Johns County, FL (Seal)

Full Name

By: 

(County Representative Signature)

Leigh A. Daniels, CPPB, Acting Purchasing Manager
(Printed Name & Title)

10/22/18
(Date of Execution)

ATTEST:

St. Johns County, FL
Clerk of Courts

By: 

Deputy Clerk

CONSULTANT:

Tetra Tech, Inc. (Seal)

Full Legal Company Name

By: 

(Contractor Representative Signature)

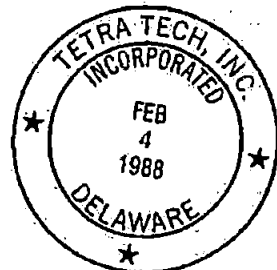
Jonathan Burgiel, Business Unit President
(Printed Name & Title)

October 18, 2018
(Date of Execution)

ST JOHNS COUNTY

OCT 19 '18

PURCHASING

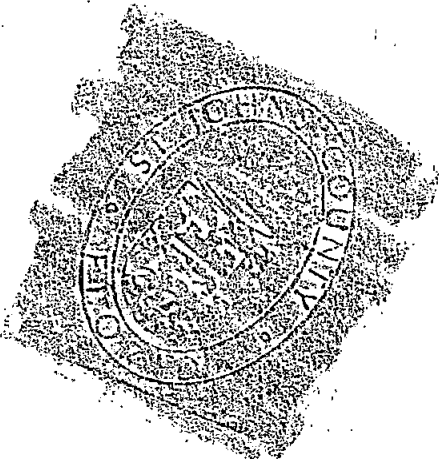


10-22-18
Date of Execution

LEGALLY SUFFICIENT:

Alvin C. Davis
Deputy County Attorney
Senior Assistant

10-22-18
Date of Execution



RFP NO: 18-71 Management of CDBG-DR for Hurricane Projects & Programs
Master Contract #: 18-MCC-TET-09768

EXHIBIT "A"

Request for Proposals & Issued Addenda
(separate attachment)