

RESOLUTION NO. 2023 - 246

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXTEND MASTER CONTRACT NO: 18-MCC-TET-08926 WITH TETRA TECH, INC, THROUGH AND UNTIL MARCH 31, 2024, FOR THE PURPOSE OF CONTINUITY IN RESPONSE TO DECLARED DISASTERS.**

**RECITALS**

**WHEREAS**, in 2017, the County entered into Master Contract No: 18-MCC-TET-08926 with Tetra Tech, Inc for Disaster Debris Monitoring Services, under RFP No: 17-69; and

**WHEREAS**, the Contract had a contract term of five (5) calendar years, and was extended for the purposes of issuing a new procurement for these services. However, the SJC Solid Waste Division has requested another extension so that the County is not changing Consultants in the middle of Hurricane Season; and

**WHEREAS**, Contract Amendment #03 shall extend Master Contract No.:18-MCC-TET-08926 through March 31, 2024, to allow consistent services through Hurricane Season, as well as provide sufficient time, post-season to complete any necessary monitoring and close-out activities, which may take time after the season is over, depending on the timing of a potential storm event; and

**WHEREAS**, because this extension is beyond the original six (6) months extension which is allowable under statute, approval is required by the Board to further extend the contract; and

**WHEREAS**, any services performed under the Contract shall be funded in part by the County with partial reimbursement from FEMA, and the State; and

**WHEREAS**, the County has reviewed the terms, provisions, conditions and requirements of the proposed contract amendment (attached hereto, and incorporated herein) and finds that executing the amendment serves a public purpose; and,

**WHEREAS**, the contract amendment will be in substantial conformance with the attached draft.

**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 execute and issue Contract Amendment No: 03 to Master Contract No:18-MCC-TET-08926, to Tetra Tech, Inc, in substantially the same form and format as attached, for performance of services as specified, in accordance with the Contract.

Section 3. Additionally, upon approval by the Board, the County Administrator, or designee, is further authorized to issue additional extensions, as needed, to complete any services necessary to appropriately respond to a storm event, without further Board approval.

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, on this 18<sup>th</sup> day of July, 2023.

**ATTEST: Brandon J. Patty,**  
Clerk of the Circuit Court & Comptroller

By: Crystal Smith  
Deputy Clerk

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

By: Christian Whitehurst  
Christian Whitehurst, Chair

Rendition Date JUL 19 2023





**CONTRACT AMENDMENT NO: 03**

RFP No: 17-69 – Disaster Debris Monitoring Services  
Master Contract No: 18-MCC-TET-08926

June 30, 2023

Tetra Tech, Inc.  
2301 Lucien Way, Suite 1200  
Maitlane, FL 32751

Contract Amendment No: 03 is hereby issued to amend the above referenced Master Contract as follows:

1. Extend the Contract Term by Contract Extension is one hundred ninety-three (193) consecutive calendar days, in order provide services through the current Hurricane Season, and to complete any monitoring and/or reporting services in response to a storm event, if needed.
2. The contract time is hereby extended from September 20, 2023 through and until 11:59pm Eastern Daylight Savings Time (EDST) on March 31, 2024.

The County shall compensate the Consultant based upon the terms as stated in the Master Contract dated March 22, 2018, as amended thereafter.

With the exception of the amendments, changes, modifications and revisions noted in this Amendment, all other terms and conditions contained in the Master Contract, as previously amended, shall remain in full force and effect. The County and the Consultant acknowledge that any further changes, amendments, modifications or revisions to the Contract shall be in writing and executed by duly authorized representatives of each party.

In Witness Whereof, authorized representatives of the County and Consultant have executed this Amendment on the dates below noted.

\_\_\_\_\_  
Signature of County Representative

\_\_\_\_\_  
Date

Leigh A. Daniels CPPB, Purchasing Manager  
\_\_\_\_\_  
Printed Name & Title – County Representative

\_\_\_\_\_  
Signature of Consultant Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title

**End of Amendment No: 03**



June 23, 2023

Sent via email to [glulkoski@sjcfl.us](mailto:glulkoski@sjcfl.us)

**Greg Lulkoski**  
**Procurement Coordinator**  
**Purchasing Division**  
**St. Johns County Board of County Commissioners**  
**500 San Sebastian View, St. Augustine FL 32084**

RE: RFP No. 17-69  
Disaster Debris Monitoring Services  
Master Contract No.: 18-MCC-TET-08926

Dear Mr. Lulkoski,

As you know, St. Johns County, Florida entered into a contract for Disaster Debris Monitoring Services with Tetra Tech, Inc. (Tetra Tech) for a period beginning on March 22, 2018, with a current expiration of September 20, 2023.

Pursuant to our discussions and mutual understanding, Tetra Tech is in agreement to further extend the contract through March 31, 2024.

Please contact me directly at [TDR.Contracts@tetrattech.com](mailto:TDR.Contracts@tetrattech.com) should you have any questions or need additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read 'BKamara'.

**Betty Kamara**  
Senior Contracts Administrator





**St. Johns County Board of County Commissioners**

Purchasing Division

**CONTRACT AMENDMENT NO: 02**

RFP No: 17-69 – Disaster Debris Monitoring Services

Master Contract No: 18-MCC-TET-08926

March 1, 2023

Tetra Tech, Inc.  
2301 Lucien Way, Suite 1200  
Maitlane, FL 32751

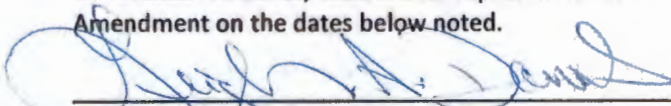
Contract Amendment No: 02 is hereby issued to amend the above referenced Master Contract as follows:


1. Contract Extension is hereby exercised by St. Johns County.
2. The contract time is hereby extended for a period of six (6) calendar months from March 21, 2023 through and until 11:59pm Eastern Daylight Saving Time (EDST) on September 20, 2023.
3. No increases to the monthly pricing are granted by this Amendment.

The County shall compensate the Consultant based upon the terms as stated in the Master Contract dated March 22, 2018.


With the exception of the amendments, changes, modifications and revisions noted in this Amendment, all other terms and conditions contained in the Master Contract, as previously amended, shall remain in full force and effect. The County and the Contractor acknowledge that any further changes, amendments, modifications or revisions to the Contract shall be in writing and executed by duly authorized representatives of each party.

In Witness Whereof, authorized representatives of the County, and Contractor have executed this Amendment on the dates below noted.

  
 \_\_\_\_\_  
 Signature of County Representative

  
 \_\_\_\_\_  
 Date

Leigh A. Daniels CPPB, Purchasing Manager  
Printed Name & Title – County Representative

  
 \_\_\_\_\_  
 Signature of Consultant Representative  
Jonathan Burgiel, Business Unit President  
 Printed Name & Title

03/07/2023  
 \_\_\_\_\_  
 Date

End of Amendment No: 02

**ST JOHNS COUNTY**  
**MAR 07 2023**  
**PURCHASING**

PURCHASING REQUEST FORM

Date: 2/22/23

Department: Solid Waste Division  
Contact/Project Mgr: Ashley Mickler  
Dept Head Approval: John Benton

Task Order       Change Order       Amendment

Bid/RFP/RFQ #: RFP: 17-69  
Vendor Name: Tetra Tech  
Amount Budgeted: \$10,000  
Cost/GL Code(s): 4401.53150  
Proposal Attached: No (Yes or No)

Completion Time:  or Contract Time Increase/Decrease: 6 months or 180 days  
(Number of Days)

Scope of Work:

No changes under the current scope of work.

Reason for Change: (Change Orders and Amendments Only)

St. Johns County Solid Waste Division is requesting to extend (MSA #18-MCC-TET-08926) for disaster debris monitoring services (procured under RFP No: 17-69). The requested extension will provide the County with assistance through the submittal of data and documentation for FEMA RFI requests. This extension will also allow the County to continue planning efforts and revisions to the Disaster Debris Management Plan for the upcoming 2023 hurricane season.

Important Info:

Submit Form



Greg Lulkoski  
Procurement Coordinator  
St. Johns County Board of County Commissioners  
Purchasing Division  
500 San Sebastian View  
St. Augustine, FL 32084  
Phone: 904-209-0156  
Email: glulkoski@sjcfl.us

**Subject: Six Month Contract Renewal re: RFP 17-69 with Tetra Tech**  
**Master Contract #: 18-MCC-TET-08926**

Dear Mr. Lulkoski,

As requested, please accept this letter as Tetra Tech's agreement to extend the above referenced contract for a period of six (6) months.

Sincerely,

**Tetra Tech, Inc.**

A handwritten signature in blue ink, appearing to read 'BK', with a long horizontal flourish extending to the right.

Betty Kamara  
Senior Contracts Administrator  
Phone: (321) 441-8518  
betty.kamara@tetrattech.com

**From:** [Greg Lulkoski](#)  
**To:** "[Lemaire, Kayla](#)"; [Ashley Mickler](#)  
**Cc:** [TDR Contracts](#); [Kamara, Betty](#)  
**Subject:** Executed: 17-69 CA #02 Six-Month Renewal  
**Date:** Tuesday, March 7, 2023 2:32:36 PM  
**Attachments:** [17-69 Executed CA #02 6 Mont Extension.pdf](#)  
[image001.png](#)  
[image002.png](#)  
[image009.png](#)  
[image010.png](#)  
[image011.png](#)  
[image012.png](#)  
[image013.png](#)  
[image014.png](#)

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Attached is the Executed CA #2 Six-Month Renewal.  
Thank you,

**Greg Lulkoski**  
**Procurement Coordinator**  
**St. Johns County Board of County Commissioners**  
**Purchasing Division**  
500 San Sebastian View | St. Augustine, FL 32084  
Phone: 904-209-0156 | Email: [glulkoski@sjcfl.us](mailto:glulkoski@sjcfl.us)  
County Web: [sjcfl.us](http://sjcfl.us) | Dept. Web: [Purchasing Division](#)

**From:** Lemaire, Kayla <[KAYLA.LEMAIRE@tetrattech.com](mailto:KAYLA.LEMAIRE@tetrattech.com)>  
**Sent:** Tuesday, March 7, 2023 9:12 AM  
**To:** Greg Lulkoski <[glulkoski@sjcfl.us](mailto:glulkoski@sjcfl.us)>; Ashley Mickler <[amickler@sjcfl.us](mailto:amickler@sjcfl.us)>  
**Cc:** TDR Contracts <[tdr.contracts@tetrattech.com](mailto:tdr.contracts@tetrattech.com)>; Kamara, Betty <[Betty.Kamara@tetrattech.com](mailto:Betty.Kamara@tetrattech.com)>  
**Subject:** RE: Please sign and return: 17-69 CA #02 Six-Month Renewal

Good Morning,

Signed renewal is attached. Please return a fully executed copy at your convenience. Let me know if you need anything else!

Thanks,

Kayla

**Kayla Lemaire** | Contract Administrator I  
Direct +1 (407) 735-6580 | Fax +1 (321) 441-8501 | [kayla.lemaire@tetrattech.com](mailto:kayla.lemaire@tetrattech.com)

**Tetra Tech, Inc.** | [Leading with Science®](#) | Tetra Tech Disaster Recovery  
2304 Lucien Way, Suite 120 | Maitland, FL 32751 | [tetrattech.com](http://tetrattech.com) | [Disaster Recovery](#)





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**From:** Greg Lulkoski <[glulkoski@sjcfl.us](mailto:glulkoski@sjcfl.us)>  
**Sent:** Monday, March 6, 2023 2:25 PM  
**To:** Kamara, Betty <[Betty.Kamara@tetratech.com](mailto:Betty.Kamara@tetratech.com)>  
**Cc:** Ashley Mickler <[amickler@sjcfl.us](mailto:amickler@sjcfl.us)>  
**Subject:** Please sign and return: 17-69 CA #02 Six-Month Renewal

**⚠ CAUTION:** This email originated from an external sender. Verify the source before opening links or attachments. ⚠

Hello Betty: attached is a scan of 17-69 CA #02 Six-Month Renewal.  
Please have it signed and return it via email.  
Thank you,

**Greg Lulkoski**  
**Procurement Coordinator**  
**St. Johns County Board of County Commissioners**  
**Purchasing Division**  
500 San Sebastian View | St. Augustine, FL 32084  
Phone: 904-209-0156 | Email: [glulkoski@sjcfl.us](mailto:glulkoski@sjcfl.us)  
County Web: [sjcfl.us](http://sjcfl.us) | Dept. Web: [Purchasing Division](#)

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# St. Johns County Board of County Commissioners

Purchasing Division

## CONTRACT AMENDMENT NO: 02

RFP No: 17-69 – Disaster Debris Monitoring Services  
Master Contract No: 18-MCC-TET-08926

March 1, 2023

Tetra Tech, Inc.  
2301 Lucien Way, Suite 1200  
Maitlane, FL 32751

Contract Amendment No: 02 is hereby issued to amend the above referenced Master Contract as follows:

1. Contract **Renewal Option 1 of 1** is hereby being exercised by St. Johns County.
2. The contract time is hereby extended for a period of six (6) calendar months from March 21, 2023 through and until 11:59pm Eastern Daylight Saving Time (EDST) on September 20, 2023.
3. No increases to the monthly pricing are granted by this Amendment.

The County shall compensate the Consultant based upon the terms as stated in the Master Contract dated March 22, 2018.

With the exception of the amendments, changes, modifications and revisions noted in this Amendment, all other terms and conditions contained in the Master Contract, as previously amended, shall remain in full force and effect. The County and the Contractor acknowledge that any further changes, amendments, modifications or revisions to the Contract shall be in writing and executed by duly authorized representatives of each party.

In Witness Whereof, authorized representatives of the County, and Contractor have executed this Amendment on the dates below noted.

\_\_\_\_\_  
Signature of County Representative

\_\_\_\_\_  
Date

Leigh A. Daniels CPPB, Purchasing Manager  
Printed Name & Title – County Representative

\_\_\_\_\_  
Signature of Consultant Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title

**End of Amendment No: 02**



**St. Johns County Board of County Commissioners**

Purchasing Division

**CONTRACT AMENDMENT NO: 02**

RFP No: 17-69 – Disaster Debris Monitoring Services

Master Contract No: 18-MCC-TET-08926

March 1, 2023

Tetra Tech, Inc.  
2301 Lucien Way, Suite 1200  
Maitlane, FL 32751

Contract Amendment No: 02 is hereby issued to amend the above referenced Master Contract as follows:

1. Contract Extension is hereby exercised by St. Johns County.
2. The contract time is hereby extended for a period of six (6) calendar months from March 21, 2023 through and until 11:59pm Eastern Daylight Saving Time (EDST) on September 20, 2023.
3. No increases to the monthly pricing are granted by this Amendment.

The County shall compensate the Consultant based upon the terms as stated in the Master Contract dated March 22, 2018.

With the exception of the amendments, changes, modifications and revisions noted in this Amendment, all other terms and conditions contained in the Master Contract, as previously amended, shall remain in full force and effect. The County and the Contractor acknowledge that any further changes, amendments, modifications or revisions to the Contract shall be in writing and executed by duly authorized representatives of each party.

In Witness Whereof, authorized representatives of the County, and Contractor have executed this Amendment on the dates below noted.

\_\_\_\_\_  
Signature of County Representative

\_\_\_\_\_  
Date

Leigh A. Daniels CPPB, Purchasing Manager  
Printed Name & Title – County Representative

\_\_\_\_\_  
Signature of Consultant Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title

**End of Amendment No: 02**



**CONTRACT AGREEMENT**  
**RFP NO: 17-69; Disaster Debris Monitoring Services**  
**Master Contract #: 18-MCC-TET-08926**

This Contract Agreement (Agreement) is made as of this 22<sup>nd</sup> day of March, 2018, ("Effective Date"), between **St. Johns County, FL** ("County" or "Owner"), 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](mailto: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 provided above, and shall remain in effect for a contract term of 5 (five) calendar years. This Agreement may be extended, up to six (6) calendar months after the expiration of the contract term, if necessary to complete any services in process. While this Agreement may be extended as stated in this Article, it is expressly noted that the County is under no obligation to extend this Agreement. It is further expressly understood that the option to extend 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 Proposal No. 17-69 and all issued Addenda (Exhibit A);
- Consultant's Rate Sheet (Exhibit B);
- FEMA Public Assistance Program Required Contract Clauses (Exhibit C);
- Any task order, or any amendment of a 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 Proposal No: 17-69.

Services provided by the Consultant shall be under the general direction of the 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. 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. 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 based on the hourly rates provided in Exhibit B. No modification, amendment, or alteration to Exhibit B shall be effective unless provided through an amendment to this Agreement as provided below in Article 29.
- 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 7 (seven) 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 7 (seven) 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:
Ralph Natale	Client Liaison/Senior Management	407-580-8184	ralph.natale@tetratech.com
Anne Cabrera	Client Liaison	954-559-4951	anne.cabrera@tetratech.com
Betty Kamara	Contracts Manager	407-803-2551	betty.kamara@tetratech.com

**ARTICLE 9 – SUBCONTRACTING**

The County reserves the right to approve the use of any subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor 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 subcontractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the subcontractor 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 subcontractor, 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.

#### **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 contractor 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: Mrs. Jaime T. Locklear, Assistant Purchasing Manager**  
500 San Sebastian View  
St. Augustine, FL 32084

and if sent to the Consultant shall be mailed to:

Tetra Tech, Inc.  
**Attn: Mrs. Betty Kamara**  
2301 Lucien Way, Suite 120  
Maitland, Florida 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), Freedom of Information Act (Chapter 286, 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](mailto: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, the FEMA Administrator, the Comptroller General of the United States, 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 FEMA Administrator or his 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 FEMA REQUIRED CONTRACT CLAUSES**

The Consultant's performance under this Agreement shall be subject to the FEMA Required Contract Clauses 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  
Printed Name of County Representative

By: *Jaime Locklear*  
Signature County Representative

Jaime T. Locklear, Assistant Purchasing Manager  
Printed Name & Title

3/22/18  
Date of Execution

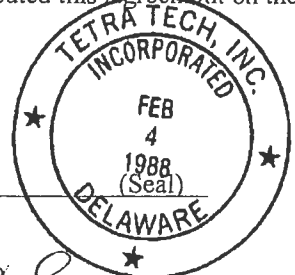
**CONSULTANT:**

Tetra Tech, Inc.  
Company Name

By: *Jonathan Burgiel*  
Signature of Consultant Representative

JONATHAN BURGIEL / VP, OPERATIONS  
Printed Name & Title  
MANAGER

MARCH 14, 2018  
Date of Execution



**ATTEST:**

**ST. JOHNS COUNTY, FL  
CLERK OF COURT**

*Pam Haltern*  
Deputy Clerk

3/22/18  
Date

**LEGALLY SUFFICIENT:**

*Al Christie*  
Deputy County Attorney

3-20-18  
Date of Execution



**RFP NO: 17-69 DISASTER DEBRIS MONITORING SERVICES  
EXHIBIT "A"**

Request for Proposals & Issued Addenda  
(separate attachment)



**RFP NO: 17-69 DISASTER DEBRIS MONITORING SERVICES**  
**EXHIBIT "B"**  
**Consultant's Rate Sheet**

The rates provided herein shall be the basis for all compensation under this Agreement. The Consultant may request increases to these rates on an annual basis, in accordance with the most current Consumer Price Index (CPI) percentage. Requests for changes to the pricing must be submitted to the Purchasing Manager no later than sixty (60) days prior to the anniversary date of the Agreement for review. If approved, changes to the rates shall be authorized through a Contract Amendment, and signed by both parties.

Company Name:

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

Approval (initials) date:

Tetra Tech, Inc.

Purchasing Manager:

Buyer:

Employee (optional)	Classification	Base Rate*	Fringe and Overhead**	Profit**	Proposed 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	\$24.58	\$4.09	\$47.04	
Field Monitors (collection, disposal, exit, loading, tower)		\$13.09	\$19.64	\$3.27	\$35.99	
Administrative/Data Entry Supervisor		\$20.37	\$30.58	\$5.09	\$56.04	
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 50% of audited rates, whichever 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:

Date: November 2, 2017

SJC Purchasing Manager:

Date: 3/22/18

**RFP NO: 17-69 DISASTER DEBRIS MONITORING SERVICES**  
**EXHIBIT "C"**  
**FEMA Required Contract Clauses**

**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/>.
- C. 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)