

RESOLUTION NO. 2023-410

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO ASSIGN THE CONTRACTS WITH GEOMATICS CORPORATION UNDER RFQ 22-01; CONTINUING CONTRACTS FOR AS NEEDED PROFESSIONAL SERVICES.

RECITALS

WHEREAS, Geomatics Corporation was awarded a contract under RFQ 22-01; Continuing Contracts for As Needed Professional Services, dated February 22, 2022; and

WHEREAS, the County was notified that Geomatics Corporation was acquired by DRMP, Inc., a Florida Corporation, in April 2023; and

WHEREAS, the assignment shall be governed by the terms and conditions of the contracts awarded to Geomatics Corporation, under RFQ No. 22-01; and

WHEREAS, the work awarded under the Contract is funded by the respective County Department requesting a Task Order; and

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

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 assign Professional Services Agreement No: 22-PSA-GEO-15797 to DRMP, Inc.

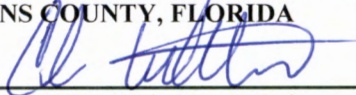
Section 3. The County Administrator, or designee, is further authorized to execute a Consent to Assignment Agreement with DRMP, Inc., which shall serve to obligate DRMP, Inc. to take ownership of all responsibilities and obligations previously required of Geomatics Corporation.

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.

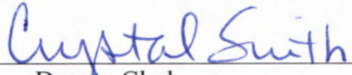
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 17th day of October, 2023.

BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA

Rendition Date: OCT 17 2023

By:   
Christian Whitehurst, Chair

ATTEST: CLERK OF THE CIRCUIT COURT  
& COMPTROLLER: Brandon J. Patty, Clerk

By:   
Deputy Clerk



CONSENT TO ASSIGNMENT  
RFQ No: 22-01; Continuing Contracts for As Needed Professional Services  
Category 3 – Surveying Services  
Master Contract No: 22-PSA-GEO-15733

This Consent to Assignment Agreement (Agreement) is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between St. Johns County (County), a political subdivision of the State of Florida and **DRMP, Inc.**, a company authorized to do business in the State of Florida, (Assignee). Capitalized terms used but not defined herein shall have the meanings ascribed to them in that certain Master Contract No: 22-PSA-GEO-15733, dated as of February 22, 2022.

WHEREAS, Consultant and Assignee wish to transfer and assign to the Assignee all of the Consultant's rights and interests in and to, any obligations under Master Contract No: 22-PSA-GEO-15733, and the Assignee wishes to be the assignee and transferee of such rights, interests and obligations; and

WHEREAS, pursuant to Article 14 of Master Contract No: 22-PSA-GEO-15733, the Consultant may not assign any of its rights, interests or obligations under the such agreement, directly or indirectly (by operation of law or otherwise), without the prior written approval of the County; and

WHEREAS, on October 3, 2023 a letter dated April 18, 2023 was received indicating DRMP, Inc. provided its written request to the assignment of its rights, interests, and obligations in Master Contract No: 22-PSA-GEO-15733, to the Assignee (see Exhibit A, attached hereto and incorporated herein); and

WHEREAS, pursuant to Article 14 of Master Contract No: 22-PSA-GEO-15733, the County approves assignment of the Consultant's rights, interests and obligations under such agreement, subject to the following terms and conditions.

NOW, THEREFORE, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Assignment and Assumption. The County hereby approves assignment of Master Contract No: 22-PSA-GEO-15733, to Assignee, who shall acquire all of the Consultant's rights, interests, obligations and duties as set forth in such agreement. By execution of this Agreement, Assignee hereby assumes and agrees to perform all obligations, duties, liabilities and commitments of the Consultant as provided in Master Contract No: 22-PSA-GEO-15733.
2. Incorporation of Terms and Conditions. Master Contract No: 22-PSA-GEO-15733 is hereby incorporated into and made part of this Agreement. With the exception to the assignment of rights, interests, obligations and duties as set forth herein, all terms, conditions and provisions contained in Master Contract No: 22-PSA-GEO-15733 shall remain in full force and effect.
3. Effectiveness. This Assignment Agreement shall be effective as of the date first set forth above.
4. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any administrative or legal action arising under this Agreement shall be in St. Johns County, Florida.
5. Counterparts. This Agreement may be executed in one or more counterparts, including facsimile counterparts, each of which shall be deemed to be an original copy of this Assignment Agreement,

and all of which, when taken together, shall be deemed to constitute one and the same agreement. Delivery of such counterparts by facsimile or electronic mail (in PDF or .tiff format) shall be deemed effective as manual delivery.

IN WITNESS WHEREOF, the County and Assignee have executed this Assignment Agreement as of the dates first set forth below.

**COUNTY:**

**ASSIGNEE:**

St. Johns County, FL

County Name

DRMP, Inc.

Company Name

\_\_\_\_\_  
Signature by County Representative

\_\_\_\_\_  
Signature by Assignee Representative

Leigh A. Daniels, CPPB

Printed Name – County Representative

\_\_\_\_\_  
Printed Name Assignee Representative

Purchasing Manager

Printed Title – County Representative

\_\_\_\_\_  
Printed Title – Assignee Representative

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Date of Signature

**LEGALLY SUFFICIENT:**

\_\_\_\_\_  
Office of County Attorney

\_\_\_\_\_  
Date of Execution

**ATTEST:**

**ST. JOHNS COUNTY, FL  
CLERK OF CIRCUIT COURT & COMPTROLLER**

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Date



PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
ST. JOHNS COUNTY AND CONSULTANT

Professional Services Agreement No: 22-PSA-GEO-15733

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This Professional Services Agreement (hereafter "Agreement") is made this 22<sup>nd</sup> day of February, 2022 (the "Effective Date") by and between ST. JOHNS COUNTY ("County"), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084; and GEOMATICS CORPORATION ("Consultant"), a company authorized to do business in the State of Florida, with its principal offices located at: 2804 N. Fifth Street, Suite 101, St. Augustine, FL 32084, Phone: (904) 824-3086, and E-mail: [tdurden@geomaticscorp.net](mailto:tdurden@geomaticscorp.net), for RFQ NO: 22-01; CONTINUING CONTRACTS FOR AS NEEDED PROFESSIONAL SERVICES, hereinafter referred to as the "Project".

In consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

## ARTICLE I CONTRACT DOCUMENTS

### 1.1 The Contract Documents

1.1.1 The Contract Documents consist of the following documents incorporated herein by reference:

- a) Professional Services Agreement
- b) Request for Qualifications No. 22-01 and all issued Addenda (Exhibit A)
- c) Scope of Work/Services
- d) Task Orders, Change Orders and Amendments to this Agreement signed by the County
- e) Insurance furnished by Consultant meeting the requirements of Article XII
- f) Exhibit B – FEMA Required Contract Clauses
- g) Exhibit C – CDBG/CDBG-DR Required Contract Clauses
- h) Exhibit D – ARPA Required Contract Clauses

1.1.2 Documents not enumerated above are not Contract Documents and do not form part of this Agreement. In interpreting the Agreement and resolving any inconsistencies or ambiguities, the main body of this Agreement takes precedence over any of the Exhibits provided above unless expressly stated to the contrary.

## ARTICLE II AGREEMENT TERM

This Agreement shall become effective upon the date of execution by all parties and shall be in effect for a Contract Term of five (5) calendar years (Contract Term). Consultant shall perform the Services within the time periods specified in each Task Order.

## ARTICLE III DEFINITIONS

### 3.1 Definitions

When the following terms appear in the Contract Documents, they shall have the following meaning:

3.1.1 Addendum (Addenda): A document issued by the County during the bidding period which modifies, supersedes or supplements the Contract Documents.

3.1.2 Applicable Laws: All local, state, and federal laws, statutes, codes, ordinances, rules and regulations in effect at the time Services are performed under this Agreement.

3.1.3 Amendment: A written addition or modification of, or a waiver of a right or obligation under the terms of the Agreement executed by the County and issued after execution of the Agreement.

3.1.4 Claim: Any claim, liability, loss, demand, demand for arbitration, damage, lien, cause of action of any kind, obligation, responsibility, cost, expense, royalty, fee, assessment, penalty, fine, judgment, interest or award, pending or threatened, whether arising by law, contract, tort, voluntary settlement or otherwise.

3.1.5 Change Order: A written order to Consultant executed by the County, issued after execution of this Agreement, authorizing and directing a change to a Task Order or an adjustment to the time or compensation of a Task Order, or any combination thereof.

3.1.5 Compensation Method:

3.1.5.1 Lump Sum. Compensation may be determined as a lump sum amount. The lump sum amount shall constitute full payment for satisfactory performance of the Services including all direct and indirect labor, personnel related costs, taxes, expenses, costs, fees, overhead and profit, services of Subconsultants and/or subcontractors, and any other expense or cost of whatever nature incurred by Consultant as may be required and/or necessary to complete the Services and agreed to in writing by both parties to this Agreement.

3.1.5.2 Hourly Rate. Compensation may be determined as a Not-To-Exceed (NTE) amount. It is mutually understood and agreed that such compensation for Services satisfactorily performed will be made on the following hourly rate basis:

3.1.5.2(A) Actual Hours. Actual hours necessary, required, and expended by the Consultant's and/or Subconsultant's professional and technical personnel, shall be multiplied by the applicable hourly rates for each classification or position as set forth in Exhibit B (Consultant's Rate Sheet). The hourly rates shall constitute full payment for satisfactory performance of the Services including but not limited to all payroll costs and taxes, insurances, fees, overhead and profit, and any and all other costs or expenses of whatever nature incurred by Consultant except for Expenses approved in writing by the County pursuant to paragraph 3.1.6.2(B) below.

3.1.5.2(B) Reimbursable Expenses. In addition to the hourly rates, the Consultant shall also be reimbursed for travel and travel-related expenses, or other direct non-salary expenses directly attributable to the Services ("Expenses") provided such Expenses incurred by Consultant are approved in writing, in advance. Unless otherwise mutually agreed in writing in advance, any and all such Expenses shall comply with Section 112.061, Florida Statutes. The County shall not be liable for any such Expenses that have not been approved in writing in advance by the County. All requests for payment of such Expenses shall include copies of paid receipts, invoices, or other documentation acceptable the County. Consultant acknowledges and agrees that failure to furnish the required documentation may result in the County's denying all or part of the Expenses for which reimbursement is sought. Reimbursable Subconsultant expenses must also comply with the requirements of this section.

3.1.6 Consumer Price Index (CPI): The Consumer Price Index for All Urban Consumers (CPI-U) for Tampa-St. Petersburg-Clearwater, All Items (1982-84=100), not seasonally adjusted, as promulgated by the Bureau of Legal Statistics of the U.S. Department of Labor, as amended or replaced by the agency or, if no such index shall be published, such similar index reasonably designated by the County. Amounts subject to adjustment shall be adjusted annually (increased or decreased, as applicable) by the lesser of (a) four (4%) percent, or (b) the percentage change in CPI as compared to the prior year period.

3.1.7 FEMA: The Federal Emergency Management Agency, an agency of the United States Department of Homeland Security.

3.1.8 Project: The total undertaking to be accomplished for the County by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Services to be performed by Consultant are a part.

3.1.9 County Representative: The County employee assigned to the Project, or any part thereof, to observe the Services and perform certain other obligations of the County.

3.1.11 Services: The work described in Exhibit A or a subsequently issued Task Order or Change Order including engineering services, architectural services and other professional services as applicable for the Project and procured under this Agreement.

3.1.10 Subconsultant: Any entity or individual engaged by Consultant to provide Services to the County for which Consultant is contractually obligated, responsible, and liable to provide and perform under this Agreement. The term "Subconsultant" shall include all subcontractors.

3.1.11 Task Order: A separate written order to Consultant executed by the County, issued after execution of this Agreement, authorizing Consultant to commence Services. Task Orders shall document the scope, price, payment schedule,

performance schedule, and deliverables to be completed under the terms of this Agreement.

## ARTICLE IV SERVICES

### 4.1 Scope of Services

4.1.1 Consultant shall provide all services as set forth in each Task Order, including all necessary, incidental, and related activities required for full and complete performance of this Agreement (the "Services").

4.1.2 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 Division, who shall act as the County's representative during the performance of Services under this Agreement.

4.1.3 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 all Applicable Laws and the requirements of any applicable grant agreements.

4.1.4 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, 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, and materials resulting from the negligent acts, errors, omissions, or intentional misconduct of the Consultant.

4.1.5 Review, approval, or acceptance by the County of data, studies, reports, memoranda, and incidental professional services, 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 and materials. Neither the County's review, approval, or acceptance of, nor payment for, any part of the Consultant's Services, 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.

### 4.2 Task Orders

4.2.1 The Consultant shall submit a cost proposal and scope for each Project, in the format, as requested by the County. 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 agreed 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 modification to an executed Task Order shall be in writing and shall be executed by the County Administrator or his authorized designee.

4.2.2 Should Consultant have any questions concerning interpretation or clarification of a Task Order or the Contract Documents, Consultant shall immediately submit to the Project Manager in writing a request for clarification that clearly and concisely sets forth the issues for which such request is sought. The County will render its determination concerning such interpretation or clarification, which determination shall be considered final and conclusive unless Consultant files a written protest pursuant to Paragraph 13.7 titled "Disputes". Consultant's protest shall state clearly and in detail the basis thereof. The County will consider Consultant's protest and render its decision thereon within twenty-one (21) calendar days. If Consultant does not agree with the County's decision, Consultant shall immediately deliver written notice to that effect to the County.

## ARTICLE V SCHEDULE

5.1 Consultant shall commence the Services and substantially complete all Services as described in each individual Task Order.

5.2 If the Services of an individual Task Order are scheduled to complete after the expiration of this Agreement, Consultant agrees to continue to complete such Task Order Services upon the same terms and conditions as contained in this Agreement. Consultant shall be compensated for such Services at the rate in effect when the Task Order was issued by the County.



## ARTICLE VI COMPENSATION

### 6.1 General

The County agrees to pay and Consultant agrees to accept for Services rendered pursuant to this Agreement, amounts determined by a Compensation Method defined in Section 3.1.6 above. Payments made to Consultant pursuant to this Agreement shall be the sole and complete compensation to which Consultant is entitled.

### 6.2 Method of Payment

6.2.1 Compensation for each Task Order shall be based on the method of compensation as stated in each Task Order. Compensation for all Task Orders issued under this Agreement shall either be on a lump sum basis and/or a Not-To-Exceed amount based upon hourly rates and reimbursable Expenses, if applicable, as agreed to by the County.

6.2.1.1 For lump sum items, each Task Order shall include a mutually agreed breakdown of the various elements of the Services comprising the lump sum items for the purpose of arriving at agreement on the basis for progress payments. Consultant shall submit invoices only after satisfactory completion and County approval of any Services, based on such mutually agreed lump sum breakdown.

6.2.1.2 For hourly rate-based items, Consultant shall be entitled to payment of compensation for Services satisfactorily performed based on the approved hourly rates subject to the NTE compensation amount identified therein. In no event shall Consultant be reimbursed in excess of the total NTE amount, unless the NTE amount has been modified in writing by a fully executed Change Order or Amendment to increase the specified amount.

6.2.2 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 of all Services and delivery of all Work Product and deliverables identified in each Task Order and the Contract Documents. No payment by the County shall be interpreted to constitute approval or acceptance of any Services, nor shall it be considered a waiver by Consultant of any of the terms of this Agreement.

6.2.3 On or before the tenth (10th) day of each calendar month, Consultant shall submit monthly invoices to the County for services satisfactorily performed in the preceding month, along with such supporting documentation as the County may reasonably require. The County may prescribe the format of such invoice. In the event Consultant's supporting documentation is not adequate for the County to verify Consultant's invoice, the County will request additional documentation or information and the timeframe for payment will be extended accordingly. 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.).

### 6.3 Withheld Payment

The County may decline to make payment, may withhold funds otherwise payable and, if necessary, may demand the return of some or all of the amounts previously paid to Consultant for any costs or expenses that the County incurs or reasonably expects to incur as a result of Consultant's failure to comply with the Contract Documents, this Agreement or as a result of Consultant's failure to pay Subconsultants.

### 6.4 Final Payment

Before being eligible for final payment of any amounts due, the Consultant shall deliver to the County all Work Product (as defined in Paragraph 7.1 below) prepared by and for the County under this Agreement. The Consultant shall clearly state "Final Invoice" on the Consultant's final/last billing to the County. This shall constitute Consultant's certification that all Services have been properly performed and all charges, costs and Expenses have been invoiced to the County. Any other charges, costs or Expenses not properly included on this Final Invoice are waived by Consultant.

### 6.5 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 VII  
OWNERSHIP OF WORK PRODUCT AND CONFIDENTIALITY**

**7.1 Ownership of Work Product**

All concepts, products, processes (patentable or otherwise) and copyrightable material (including but not limited to documents, specifications, calculations, maps, sketches, notes, reports, data, models, samples, drawings, designs, and electronic software), first developed, produced or reduced to practice by Consultant or Subconsultant, or purchased under this Agreement, or at the County's expense ("Work Product"), shall be and remains the County's property upon creation. At the County's request, Consultant shall provide the County with copies of supporting computations, analyses, sketches, or similar items pertaining to the Consultant's Work Product.

The Consultant may not reuse Work Product developed by Consultant for the County without the express written permission of the County. The County may, at its option, reproduce and reuse Work Product (in whole or in part) and Consultant agrees to such reuse in accordance with this provision. Any plans which the Consultant provides under this Agreement shall contain a statement that they are subject to reuse in accordance with the provisions of Section 287.055(10), Florida Statutes.

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.

**7.2 Confidentiality**

Subject to Chapter 119, Florida Statutes (Public Records Law), 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.

**ARTICLE VIII  
AUTHORIZED REPRESENTATIVE AND PERSONNEL**

**8.1 Authorized Representative**

Prior to commencing Services, Consultant shall designate in writing a competent, authorized representative(s) acceptable to the County to represent and act for Consultant ("Authorized Representative"). Such Authorized Representative shall be authorized to receive and accept any and all communications from the County. All communications given to the Authorized Representative shall be binding upon Consultant. An Authorized Representative may be added, removed or changed upon prior written notice given in the manner provided in this Agreement.

**8.2 Personnel**

8.2.1 The Consultant represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Services as described 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.

8.2.2 In the event Consultant wishes to substitute personnel for the key personnel identified in Consultant's proposal and selection presentation, the Consultant shall notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

**ARTICLE IX SUBCONSULTANTS**

**9.1 Subconsultants**

9.1.1 Consultant may obtain the assistance of other design professionals ("Subconsultants") by subcontract for the performance of portion of these Services, provided that any such Subconsultant shall perform its services to the standards set forth herein for Consultant's Services, and that Consultant obtains written approval of Subconsultant(s) from the County. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. The County hereby approves those Subconsultants specifically named by Consultant in Consultant's proposal.

9.1.2 The County reserves the right to disqualify any Subconsultant based upon unsatisfactory performance. If a Subconsultant fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the Subconsultant to complete the Services in a timely fashion, the Consultant shall promptly do so, subject to approval by the County.

9.1.3 The use of any such Subconsultant shall not relieve the Consultant from any liability or responsibility assumed under this Agreement.

## **ARTICLE X CHANGES IN THE SERVICES**

### **10.1 Changes in the Services**

10.1.1 The County reserves the right to make changes to the Services, 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 a Task Order or Change Order as provided in Section 4.2. The Consultant shall not commence work on any such change until such Task Order or Change Order has been issued and signed by both parties.

10.1.2 Consultant's written acceptance of a Task Order or Change Order shall constitute a final and binding contract to the provisions thereof and a waiver of all claims in connection therewith, whether direct, indirect, or consequential in nature.

## **ARTICLE XI TERMINATION**

### **11.1 TERMINATION**

11.1.1 The County may terminate this Agreement, in whole or in part, for its convenience upon thirty (30) calendar days written notice to the Consultant. In such event, Consultant will be entitled to compensation for Services previously authorized and satisfactorily performed up through the date of termination identified in the County's notice. Consultant shall not be entitled to compensation or profit for Services not performed.

11.1.2 Consultant may terminate this Agreement for any reason upon sixty (60) calendar days written notice, provided that any outstanding authorized Services are completed by Consultant. Consultant further agrees to cooperate and provide assistance to the County upon request in order to complete any Service or Project. In such event, the County shall compensate Consultant at its hourly rates set forth in Exhibit B for Services provided after termination.

11.1.3 The County may terminate this Agreement, in whole or in part, for cause. In the event of a termination by the County for cause, Consultant shall have fourteen (14) calendar days from receipt of notice to remedy deficiencies identified in said notice. If Consultant fails to remedy such deficiencies to the satisfaction of the County within the stated time period, the County may take over and prosecute the Services to completion. In such case, Consultant shall be liable to the County for reasonable additional costs incurred by the County in completing the Services.

11.1.4 Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Consultant shall:

- (1) Stop Services work on the date and to the extent specified in the notice of termination;
- (2) Terminate and settle all orders and subcontracts relating to the performance of the terminated Services;
- (3) Transfer all Work Product, including work in process, and any other materials related to the terminated Services to the County; and
- (4) Continue and complete all parts of the Services that have not been terminated.

11.1.5 In the event Consultant changes names, merges with another company, becomes a subsidiary, or makes any other substantial change in structure or in principals, the County reserves the right to terminate this Agreement subject to the terms described above.

11.1.6 The rights and remedies of the County provided in this Section 11.1 are in addition to any other rights and remedies



provided by law or under this Agreement.

## **ARTICLE XII WARRANTY, INDEMNITY, AND INFRINGEMENT**

### **12.1 Warranty of Performance**

12.1.1 The Consultant hereby represents and warrants that it is fully experienced and properly qualified, licensed, and financed to perform the Services under this Agreement and that it 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.

12.1.2 Consultant represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all required and optional Services under this Agreement, and that each person and entity that will provide Services is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render such Services. Consultant represents and warrants that the Services shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

12.1.3 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.

### **12.2 Indemnity**

12.2.1 Consultant shall indemnify and hold harmless the County and its officers and employees ("Indemnified Party"), from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Consultant or other persons employed or utilized by Consultant in the performance of this Agreement.

12.2.2 To the extent permitted by, and in accordance with Section 725.08 of the Florida Statutes, Consultant further agrees that "damages, losses and costs", includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Consultant and persons employed or utilized by Consultant in the performance of this Agreement.

12.2.3 To the extent permitted by, and in accordance with Section 725.08 of the Florida Statutes, for purposes of indemnity, the "persons employed or utilized by Contractor" shall be construed to include, but not be limited to, Consultant, its staff, employees, subconsultants, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of Consultant.

12.2.4 This indemnification will not be valid in the instance where the loss is caused by the gross negligence, or willful, wanton or intentional misconduct of any Indemnified Party.

12.2.5 If any provision(s), or portion(s) of a provision(s) of this Section, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

### **12.3 Infringement**

Consultant shall not infringe upon any patents, trademarks or copyrights ("Intellectual Property") in performance of the Services. In the event that Consultant is alleged to have infringed upon such Intellectual Property, in addition to Consultant's obligations under the Indemnity provisions in Section 12.2 above, Consultant shall, at the sole discretion of County and at Consultant's sole expense: (i) procure for County the right to continue using the infringing subject matter; (ii) replace or modify the infringing subject matter so that it becomes non-infringing but still complies with the requirements of the Contract; or (iii) reimburse County for all payments made to Consultant relating to or impacted by the infringing material and all costs incurred by County resulting from such infringement.



## ARTICLE XIII INSURANCE

### 13.1 Consultant's Insurance Requirements

13.1.1 Consultant shall, at its sole expense, obtain and maintain the minimum insurance coverages stated herein. All insurance policies shall be satisfactory to the County and be issued by companies authorized and duly licensed to transact business in the State of Florida. Consultant shall furnish proof of insurance to the County prior to performance of Services. No Services shall commence until Consultant has obtained all insurance coverages required under this section. The County will not make any payment to Consultant until Consultant has complied with the requirements of this Article XIII. Certificates of insurance shall clearly indicate Consultant has obtained insurance of the type, amount, and classification as required by this Agreement. Required insurance coverage shall be maintained in force, including coverage for Additional Insureds, for the duration of the Agreement and until all performance required by Consultant has been completed, as determined by the County. Consultant shall maintain insurance coverage against Claims relating to any act or omission by Consultant, its agents, representatives, employees, or Subconsultants in connection with this Agreement.

13.1.2 No less than ten (10) days written notice shall be provided to the County prior to cancellation, non-renewal or any material change of required insurance policies. Yearly renewal certificates shall be provided to the County within thirty (30) days of expiration of the current policy.

13.1.3 The types and amounts of insurance required under this Agreement do not in any way limit the liability of Consultant including under any warranty or indemnity provision of this Agreement or any other obligation whatsoever Consultant may have to the County or others. Nothing in this Agreement limits Consultant to the minimum required insurance coverages found in this Article XIII.

### 13.2 Additional Insured Endorsements and Certificate Holder

The term "Additional Insured", as used in this Agreement, shall mean St. John's County, its elected officials, officers, employees, agents and representatives. Certificates of insurance shall specifically name each Additional Insured for all policies of insurance except Workers' Compensation. A copy of the endorsement showing the required coverages must accompany the certificate of insurance.

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

### 13.3 Workers Compensation

Consultant shall procure and maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as is required by law for all of its employees per Chapter 440, FS. In claims against any person or entity indemnified under this Paragraph by an employee of the Consultant, a Subconsultant, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Consultant or a Subconsultant under workers' compensation acts, disability benefits acts or other employee benefit acts.

### 13.4 Commercial General Liability

Consultant shall procure and maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, including bodily injury (including wrongful death), property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all Claims that may arise from the services and/or operations completed under this Agreement, whether such services or operations are by Consultant or anyone directly or indirectly employed by them. Such insurance(s) shall also be primary and non-contributory with regard to insurance carried by the Additional Insureds.

### 13.5 Automobile Liability

Consultant shall procure and 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 and insuring liability arising out of or in any way related directly or indirectly to the ownership, maintenance or use of any owned, non-owned or rented/hired automobiles.

### **13.6 Professional Liability**

13.6.1 Consultant shall procure and maintain, during the life of this Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000 with 10-year tail coverage starting upon completion of all Services, as determined by the County. Consultant's professional liability policy should not have an exclusion for environmental compliance management or construction management professionals.

13.6.2 In the event that Consultant employs professional engineering or land surveyor services for performing field engineering or preparing design calculations, plans, and specifications, Consultant shall require the retained engineers and land surveyors to carry professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors, or omissions in connection with professional services to be provided under this Contract.

### **13.7 Other Requirements**

13.7.1 The required insurance limits identified in Sections 13.4 and 13.5, above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy. Consultant shall require each lower-tier subconsultant to comply with all insurance requirements appropriate for its scope of Services, and any deficiency shall not relieve Consultant of its responsibility herein. Upon written request, Consultant shall provide County with copies of lower-tier subconsultant certificates of insurance.

13.7.2 Providing and maintaining adequate insurance coverage is a material obligation of Consultant. County has no obligation or duty to advise Consultant of any non-compliance with the insurance requirements contained in this Section. If Consultant fails to obtain and maintain all of the insurance coverages required herein, Consultant shall indemnify and hold harmless the Additional Insureds from and against any and all Claims that would have been covered by such insurance had Consultant complied with its obligations herein.

13.7.3 County reserves the right to adjust the above minimum insurance requirements or require additional insurance coverages to address other insurable hazards.

## **ARTICLE XIV GENERAL CONSIDERATIONS**

### **14.1 Independent Consultant**

Consultant shall act as an independent consultant and not as an employee, agent or servant of the County in performing all Services and activities under this Agreement. Consultant shall at all times and in all places maintain complete control over its employees and all of its Subconsultants. Nothing contained in this Agreement shall create any contractual relationship between any such Subconsultant and the County. Consultant shall perform all Services in accordance with the requirements of this Agreement and in accordance with its own means and methods subject to compliance with this Agreement. 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.

### **14.2 Taxes**

14.2.1 Consultant shall pay and be solely responsible for any and all taxes, levies, duties and assessments of every nature which may be applicable to any Services performed under this Agreement, including, without limitation, any tax that Consultant is required to deduct or withhold from any amount payable under this Agreement and shall make all payroll deductions and withholdings required by law. Consultant herein indemnifies and holds the County harmless from any liability on account of any and all such taxes, levies, duties and assessments. The indemnity provision of this Paragraph 14.2 shall survive the expiration or earlier termination of this Agreement. Consultant may not use County's tax-exempt status unless specifically authorized in writing in advance.

14.2.2 Foreign Entity Tax Withholding. Amounts due to certain foreign persons or entities may be subject to backup withholding taxes under federal law. If Consultant is a foreign person or entity that is required to complete Internal Revenue Service ("IRS") Form W-8ECI, Consultant shall provide County a copy of Consultant's current Form W-8ECI prior to issuance of any invoice or payment under this Agreement. If Consultant fails to timely provide a completed, current Form W-8ECI, County will withhold all backup withholding taxes from the amounts due Consultant, remit such sums to the IRS, and pay Consultant only the remainder. County makes no representation regarding the tax treatment of amounts due to Consultant, and Consultant releases and holds County harmless from any claims or damages in any way relating to or arising from any tax withholding by County pursuant to this section.

### **14.3 Publicity and Advertising**

14.3.1 Consultant shall not make any announcement or release any information or publish any photographs concerning this Agreement, or the Services or any part thereof, to any member of the public, press or any official body, unless prior written consent is obtained from the County.

14.3.2 Use of the County Seal or County Logo is strictly prohibited. In accordance with, County Ordinance 92-2 and County Administrative Policy 101.3, Consultant may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal or Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

### **14.4 Examination of Consultant's Records**

The County or its authorized representative shall, for a minimum of five (5) years after expiration or termination of this Agreement (or until resolution of any audit findings, whichever is longer), have access to, and the right to examine any directly pertinent books, documents, papers and records of Consultant involving transactions relating to this Agreement, and to make copies, excerpts and transcriptions thereof. If any such examination reveals that Consultant has overstated any component price, Task Order, Change Order, Claim, or any other County payment obligation arising out of this Agreement, then Consultant shall, at the election of the County, either immediately reimburse to the County or offset against payments otherwise due Consultant, the overstated amount plus interest. The foregoing remedy shall be in addition to any other rights or remedies the County may have.

### **14.5 Governing Law & Venue**

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

### **14.6 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 this Agreement in any manner whatsoever.

### **14.7 Disputes**

If any dispute between the County and Consultant under this Agreement arises over whether any work requested by the County is within the scope of the contracted Services and such dispute cannot be resolved by good faith negotiation between the Authorized Representatives of each party, such dispute shall be promptly referred to County's Assistant Director of Purchasing for resolution. The County's Assistant Director of Purchasing shall render a written decision on any such referred claim or dispute, whose decision shall be final and binding on the Parties. During the pendency of any dispute, Consultant shall promptly perform the disputed Services.

### **14.8 Assignment and Arrears**

14.8.1 Neither the County nor the Consultant shall assign, transfer, or encumber its interest in this Agreement without the written consent of the other Party. Any assignment, transfer, encumbrance or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit the non-assigning Party to immediately terminate this Agreement, in addition to any other remedies available to the non-assigning Party at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to the County to reasonably compensate it for the performance of any such due diligence.

14.8.2 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.

### **14.9 Severability**

If a court deems any provision of the Agreement void, invalid or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

### **14.10 Section 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.

#### **14.11 Disclaimer of 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.

#### **14.12 No Waiver; Course of Dealing**

The delay or failure by the County to exercise or enforce any of its rights or remedies under this Agreement shall not constitute or be deemed a waiver of the County's right thereafter to enforce those rights or remedies, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The conduct of the parties to this Agreement after the Effective Date shall not be deemed a waiver or modification of this Agreement. 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.

#### **14.13 No Waiver of Sovereign Immunity**

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance and obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

#### **14.14 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.

#### **14.15 Execution in Counterparts**

This Agreement may be executed in counterparts, each of which shall be an original document, and all of which together shall constitute a single instrument. The parties may deliver executed counterparts by e-mail transmission, which shall be binding. In the event this Agreement is executed through a County-approved electronic signature or online digital signature service (such as DocuSign), such execution shall be valid, effective and binding upon the party so executing. Execution and delivery of an executed counterpart of this Agreement and/or a signature page of this Agreement by electronic image scan transmission (such as a "pdf" file) or through a County approved electronic signature service will be valid and effective as delivery of a manually executed counterpart of this Agreement.

#### **14.16 Entire Agreement**

This Agreement, together with the Contract Documents for the Services, constitutes the entire Agreement between County and Consultant relating to the subject matter hereof and supersedes all prior or contemporaneous Contracts, negotiations, discussions and understandings, oral or written.

#### **14.17 Modifications, Amendments, Waivers and Extensions**

This Agreement may not be modified, amended, changed or supplemented, nor may any obligations hereunder be waived or extensions of time for performance granted, except by written instrument signed by Authorized Representatives of both parties. No waiver of any default or breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding default or breach thereof or of any other agreement or provision herein contained. No extension



of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

#### **14.18 Survival**

The provisions of the Contract Documents which by their nature survive termination of the Contract, including without limitation all warranties, indemnities, insurance, taxes, enforcement costs, payment obligations, and the County's right to audit Consultant's books and records, shall in all cases survive the expiration or earlier termination of this Agreement.

#### **14.19 Convicted and Discriminatory Vendor Lists**

Consultant warrants that neither it nor any Subconsultant is currently on the convicted vendor list or the discriminatory vendor list maintained pursuant to Sections 287.133 and 287.134 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. Consultant shall immediately notify the County in writing if its ability to perform is compromised in any manner during the term of this Agreement.

#### **14.20 Scrutinized Companies Lists**

Section 287.135 of the Florida Statutes prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. By execution of this Agreement, Consultant certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject Consultant to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Agreement if a false certification has been made, or the Consultant is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

#### **14.21 Employment Eligibility and Mandatory Use of E-Verify**

As a condition precedent to entering into this Agreement, and in accordance with section 448.095, F.S., Consultant and its subconsultants shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

a. Consultant shall require each of its subconsultants to provide Consultant with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of such affidavit for the duration of this Agreement.

b. The County, Consultant, or any subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.

c. The County, upon good faith belief that a subconsultant knowingly violated these provisions regarding employment eligibility, but Consultant otherwise complied, shall promptly notify Consultant and Consultant shall immediately terminate the contract with the subconsultant.

d. The County and Consultant hereby acknowledge and mutually agree that, a contract terminated pursuant to these provisions regarding employment eligibility is not a breach of contract and may not be considered as such. Any contract terminated pursuant to these provisions regarding employment eligibility may be challenged in accordance with section 448.095(2)(d), F.S.

e. Consultant acknowledges that, in the event that the County terminates this Agreement for Consultant's breach of these provisions regarding employment eligibility, then Consultant may not be awarded a public contract for at least one (1) year after such termination. Consultant further acknowledges that Consultant is liable for any additional costs incurred by the County as a result of the County's termination of this Agreement for breach of these provisions regarding employment eligibility.

f. Consultant shall incorporate in all subcontracts made pursuant to this Agreement the provisions contained herein regarding employment eligibility.

#### **14.22 Nondiscrimination**

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, political affiliation, disability, age, or sex (including sexual orientation and gender identity/expression) pregnancy, marital status or national origin (including limited English proficiency). Consultant shall include the foregoing or similar language in its contracts with any Subconsultants.

#### **14.23 Drug Free Workplace**

To the extent required under the Drug-Free Workplace Act (Chapter 112, Florida State Statutes), Consultant certifies that it has and will maintain a drug-free workplace program for the duration of this Agreement.

#### **14.24 Public Records**

14.24.1 To the extent Consultant is acting on behalf of the County, Consultant shall comply and shall require all of its subconsultants to comply with the State of Florida's Public Records Statute (Chapter 119), specifically to:

- (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 Applicable 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 expiration of this Agreement, or earlier termination thereof, if Consultant does not transfer the records to the County; and
- (4) Upon completion of this Agreement, or earlier termination thereof, transfer, at no cost, to the County all public records in possession of Consultant or keep and maintain for inspection and copying all public records required by the County to perform the Services.

14.24.2 If Consultant, upon expiration of this Agreement or earlier termination thereof: i) transfers all public records to the County, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements; and ii) keeps and maintains public records, Consultant shall meet all Applicable Law and 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.

14.24.3 Failure by Consultant to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

**IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 500 SAN SEBASTIAN VIEW, ST. AUGUSTINE, FL 32084, PHONE: (904) 209-0805, OR EMAIL: [PUBLICRECORDS@SJCFL.US](mailto:PUBLICRECORDS@SJCFL.US)**

#### **14.25 Enforcement Costs**

If any legal proceeding, lawsuit, or action is instituted in connection with any dispute, breach, default, misrepresentation or controversy arising out of this Agreement or the enforcement of any right hereunder, the prevailing party will be entitled to recover, in addition to actual costs, such sums as the court may adjudge reasonable as attorney fees, including fees on any appeal.

**14.26 Contingency Fee**

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. Failure by Consultant to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

**14.27 Written Notice**

Any and all notices, requests, consents, approvals, demands, determinations, instructions, and other forms of written communication (“Notices”) under this Agreement shall be validly given when delivered as follows:

- i. Hand delivered to Consultant’s Authorized Representative or hand delivered during normal business hours and addressed as shown below, or
- ii. Delivered by U.S. Mail, electronic mail, or commercial express carrier (postage prepaid, delivery receipt requested), to the following addresses:

St. Johns County, FL  
 500 San Sebastian View  
 St. Augustine, FL 32084  
 Attn: Jaime Locklear  
 Email Address: [jlocklear@sjcfl.us](mailto:jlocklear@sjcfl.us)

Geomatics Corporation  
 2804 N Fifth Street, Suite 101  
 St. Augustine, FL 32084  
 Attn: Terry Durden, Vice President  
 Email Address: [tdurden@geomaticscorp.net](mailto:tdurden@geomaticscorp.net)

*With a copy to:*

St. Johns County, FL  
 Office of the County Attorney  
 500 San Sebastian View  
 St. Augustine, FL 32084

Notices shall be deemed to have been given on the date of delivery to the location listed above without regard to actual receipt by the named addressee. The County may also send copies of Notices by email transmission. County and Consultant may each change the above addresses at any time upon prior written notice to the other party.

**14.28 Non-Exclusive Right**

Consultant has no exclusive right to provide the Services required within this Agreement. The County may at its sole discretion contract with others to perform the same duties or any part of the Services.

**14.29 Truth-In-Negotiation Representation**

By execution of this Agreement, Consultant hereby certifies that, in accordance with Florida Statutes, Section 287.055(5)(a), the wage rates and other factual unit costs supporting the compensation under this Agreement are accurate, complete and current as of the date of entering into this Agreement. The Parties agree that the County may adjust the original Agreement price and any additions thereto to exclude any significant sums by which the County determines the Agreement price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs.

\*\*\*\*\*

The authorized representatives hereto have executed this Agreement effective as of the Effective Date. Consultant's authorized representative executing this Agreement represents that he or she is duly authorized to execute this Agreement on behalf of Consultant.

**County**

**Consultant**

St. Johns County, FL (Seal)  
(Typed Name)

Geomatics Corporation (Seal)  
(Typed Name)

By: *Jaime Locklear*  
(Signature of Authorized Representative)

By: *JMD*  
(Signature of Authorized Representative)

Jaime T. Locklear, MPA, NIGP-CPP, CPPO, CPPB  
(Printed Name)

Terry M. Durden, PLS  
(Printed Name)

Assistant Director, Purchasing & Contracts  
(Title)

Vice President  
(Title)

22 Feb 2022  
(Date of Execution)

February 11, 2022  
(Date of Execution)

**ATTEST:**

**St. Johns County, FL**  
**Clerk of Circuit Courts & Comptroller**

By: *Crystal Smith*  
(Deputy Clerk)

2/22/22  
(Date of Execution)

**Legally Sufficient:**

*[Signature]*  
(Office of County Attorney)

2/23/22  
(Date of Execution)





## FEMA PUBLIC ASSISTANCE PROGRAM REQUIRED CONTRACT CLAUSES

This Exhibit C FEMA Supplement (Exhibit B) is incorporated by this reference into the applicable Professional Services Agreement (PSA) between the Consultant and the County (hereafter collectively the "Contract"), and shall be applicable to those services performed under the Contract, which are funded through the FEMA Public Assistance Program. Exhibit C includes contract clauses that amend, delete or modify provisions of the MCA. All contract clauses that are not so amended, deleted or modified shall remain in full force and effect. To the extent of any conflict between the contract clauses set forth in this Exhibit and other contract clauses set forth in the PSA, the contract clauses of this Exhibit shall control. Unless otherwise defined below, capitalized terms shall have the meaning assigned to them in the PSA.

### 1. Equal Employment Opportunity.

a. Race, Color, Creed, National Origin, Sex, Sexual Orientation, Political Affiliation. The Consultant shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 C.F.R., part 60) and applicable State of Florida regulations as may now exist or be amended in the future. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, or political affiliation.

b. Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§623, Consultant agrees to refrain from discrimination against present and prospective employees for reasons of age.

c. Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Consultant agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities.

The Consultant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance.

### 2. Compliance with the Copeland "Anti-Kickback" Act. (Not Applicable)

a. Applicability. This section applies to all contracts and subcontracts in excess of \$2,000 for construction or repair.

b. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this Contract. Specifically, the Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

c. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

d. Breach. A breach of the contract clauses in subsections (b) and (c) 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.

### **3. Compliance with the Contract Work Hours and Safety Standards Act. (Not Applicable)**

a. Applicability. This section applies to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers as provided in 40 U.S.C. § 3701.

b. Overtime Requirements. No Contractor or subcontractor contracting for any part of the 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.

c. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b) of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States 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 (b) 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 (b) of this section.

d. Health and Safety Standards. Pursuant to 40 U.S.C. § 3704, no contractor or subcontractor contracting for any part of the Work shall require any laborer or mechanic employed in the performance of the Work to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to health or safety.

e. 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 (c) of this section.

f. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b) through (f) 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 (b) through (f) of this section.

#### **4. Environmental Compliance.**

a. The Consultant agrees to comply with all applicable standards, orders, regulations, or requirements issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

b. The Consultant 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 State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Consultant further agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

#### **5. Compliance with Debarment and Suspension Regulations.**

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 Consultant is required to verify that none of the Consultant, 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 Consultant must at all times throughout the period of any Contract 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. By executing the PSA, Consultant certifies its compliance with 2 CFR pt 180 subpart C and 2 C.F.R. pt. 3000. Such certification is a material representation of fact relied upon by the County. If it is later determined that the Consultant 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 the State of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. 2 C.F.R. Part 1532

#### **6. Compliance with Uniform Administrative Requirements.**

a. Domestic Preferences (2 C.F.R. pt 200.322). As appropriate and to the greatest extent practicable and consistent with law, Consultant shall provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Consultant further agrees to include a provision requiring compliance with such domestic preference in its lower tier covered transactions.

b. The Consultant will comply with all uniform administrative requirements, cost principles, and audit requirements for Federal awards as described in 2 C.F. R. Part 200.

c. The Consultant will comply with the prohibition on Certain Telecommunications and Video Surveillance Services or Equipment pursuant to a 2 C.F.R. pt. 200.216.

**7. Compliance with the Byrd Anti-Lobbying Amendment (Certification Required).**

Consultants who apply or bid for an award of \$100,000 or more shall file the required certification set forth in Appendix A to 44 C.F.R. Part 18. 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 any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

**8. Access to Records.** The following access to records requirements apply to this Contract:

a. The Consultant agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

b. 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.

c. The Consultant agrees to provide the FEMA Administrator or his/her authorized representatives access to construction or other work sites pertaining to the Work being completed under the Contract.

d. In compliance with the Disaster Recovery Act of 2018, the County and the Consultant acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**9. Procurement of Recovered Materials.**

a. In the performance of this Contract, the Consultant shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.



**10. DHS Seal, Logo, and Flags.**

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

**11. Compliance with Federal Law, Regulations, and Executive Orders.**

The Consultant acknowledges that FEMA financial assistance will be used to fund all or a portion of the Work. The Consultant will comply with all applicable federal law, regulations, executive orders, DHS and/or FEMA policies, procedures, requirements and directives.

**12. 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, Consultant, or any other party pertaining to any matter resulting from the Contract.

**13. Fraud and False or Fraudulent or Related Acts.**

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

**14. DHS Seal, Logo, and Flags.**

The Consultant shall not use the Department of Homeland Security's ("DHS") or FEMA's or County's seal(s), logos, crests, or reproductions of flags or likenesses of any DHS agency officials without specific FEMA or County's prior written approval.

## CDBG AND CDBG-DR REQUIRED CONTRACT CLAUSES

This Exhibit C Community Development Block Grant (CDBG) and Community Development Block Grant-Disaster Recovery (CDBG-DR) Supplement (Exhibit C) is incorporated by this reference into the applicable Professional Services Agreement (PSA) between the Consultant and the County (hereafter collectively the “Contract”), and shall be applicable to those services performed under the Contract, which are funded through the CDBG and/or CDBG-DR. Exhibit C includes contract clauses that amend, delete or modify provisions of the PSA. All contract clauses that are not so amended, deleted or modified shall remain in full force and effect. To the extent of any conflict between the contract clauses set forth in this Exhibit and other contract clauses set forth in the PSA, the contract clauses of this Exhibit shall control. Unless otherwise defined below, capitalized terms shall have the meaning assigned to them in the PSA.

### **1. Equal Employment Opportunity**

a. The Consultant agrees to comply with the requirements of Chapter 760, Florida Statutes, and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended.

b. Race, Color, Creed, National Origin, Sex, Sexual Orientation, Political Affiliation. The Consultant shall comply with U.S. Executive Order 11246 entitled, “Equal Employment Opportunity” as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 C.F.R., part 60) and applicable State of Florida regulations as may now exist or be amended in the future. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, or political affiliation.

The Consultant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance.

### **2. Compliance with the Davis Bacon Act. (Not applicable)**

a. Applicability. This section applies to all construction contracts in excess of \$2,000.

b. Minimum Wages. In accordance with the requirements of the Davis Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction), the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor shall pay wages not less than once a week.

c. Award of this Contract to the Contractor is conditioned upon the Contractor’s acceptance of the current prevailing wage determination issued by the Department of Labor as provided in the solicitation for this Contract.

### **3. Compliance with the Copeland Anti-Kickback Act. (Not Applicable)**

**a. Applicability.** This section applies to all contracts and subcontracts in excess of \$2,000 for construction or repair.

**b. Contractor.** The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this Contract. Specifically, the Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

**c. Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clause above and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

**d. Breach.** A breach of the contract clauses in subsections (b) and (c) 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.

### **4. Compliance with the Contract Work Hours and Safety Standards Act. (Not Applicable)**

**a. Applicability.** This section applies to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers as provided in 40 U.S.C. § 3701.

**b. Overtime Requirements.** No Contractor or subcontractor contracting for any part of the 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.

**c. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b) of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States 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 (b) 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 (b) of this section.

**d. Health and Safety Standards.** Pursuant to 40 U.S.C. § 3704, no contractor or subcontractor contracting for any part of the Work shall require any laborer or mechanic employed in the performance of the Work to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to health or safety.

e. 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 (c) of this section.

f. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b) through (f) 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 (b) through (f) of this section.

#### **5. Environmental Compliance.**

a. The Consultant 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. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

b. The Consultant 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 State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The Consultant further agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided through CDBG or CDBG-DR funds.

#### **6. Compliance with Debarment and Suspension Regulations.**

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 Consultant is required to verify that none of the Consultant, its principals as defined at 2 C.F.R. §180.995, or its affiliates as defined at 2 C.F.R. §180.905 are excluded or disqualified as defined at 2 C.F.R. §180.940 and §180.935.

b. The Consultant must at all times throughout the period of any contract 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. By executing the PSA, Consultant certifies its compliance with 2 CFR pt 180 subpart C and 2 C.F.R. pt. 3000. Such certification is a material representation of fact relied upon by the County. If it is later determined that the Consultant 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 the State of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. 2 C.F.R. Part 1532.



## **7. Compliance with Uniform Administrative Requirements. (Not Applicable)**

a. Domestic Preferences (2 C.F.R. pt 200.322). As appropriate and to the greatest extent practicable and consistent with law, Consultant shall provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United states (including but not limited to iron, aluminum, steel, cement, and other manufactured products). "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Consultant further agrees to include a provision requiring compliance with such domestic preference in its lower tier covered transactions.

b. The Consultant agrees to comply with all uniform administrative requirements, cost principles, and audit requirements for Federal awards as described in 2 C.F. R. Part 200.

c. The Consultant agrees to comply with the prohibition on Certain Telecommunications and Video Surveillance Services or Equipment pursuant to a 2 C.F.R. pt. 200.216.

## **8. Compliance with the Byrd Anti-Lobbying Amendment (Certification Required).**

Consultants who apply or bid for an award of \$100,000 or more shall file the required certification. 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 any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

## **9. Procurement of Recovered Materials.**

a. In the performance of this Contract, the Consultant shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Recovery Act. The Consultant shall make maximum use of products containing recovered materials that are EPA- designated items, as set forth in 40 C.F.R. Part 247, Subpart B, unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

b. The requirements of this section apply to the purchase or acquisition of any procurement item where the purchase price of the item exceeds \$10,000 or where the quantity of such item or of any functionally equivalent item purchased or acquired in the course of the previous fiscal year is \$10,000 or more. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

## 10. Section 3 Clause.

- a. The Work to be performed under this Contract is part of a project assisted under a program providing direct federal financial assistance from the U.S. Department of Housing and Urban Development (HUD) and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities to low- and very low-income persons residing in the metropolitan area in which the project is located.
- b. The parties to this Contract agree to comply with the requirements of 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this agreement, the parties certify that they are under no impediment what would prevent them from complying with these requirements.
- c. The Consultant agrees to send to each labor organization or representative of workers with which the Consultant has a collective bargaining agreement or other understanding, if any, a notice advertising the Consultant's commitments under this Section 3 clause. The Consultant shall post copies of this notice in conspicuous places at the worksite where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth the minimum number and job titles subject to hire, the availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each position, and the anticipated date the work shall begin.
- d. The Consultant agrees to include this Section 3 clause in every subcontract subject to compliance with the regulations set forth in 24 C.F.R. Part 135 and agrees to take appropriate action, as provided in the applicable provision of the subcontract, or in this Section 3 clause, upon finding that the subcontractor is in violation of the regulations set forth in 24 C.F.R. Part 135. The Consultant shall not subcontract with any subconsultant or subcontractor where the Consultant has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.
- e. The Consultant will certify that any vacant employment positions, including training positions, that are filled (1) after the Consultant is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the Consultant's obligations under 24 C.F.R. part 135.
- f. Noncompliance with the regulations set forth in 24 C.F.R. part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD-assisted contracts.
- g. With respect to work performed in connection with Section 3-covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the Work to be performed under this Contract. Section 7(6)

requires that to the greatest extent feasible, (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

#### **11. Compliance with Federal Law, Regulations, and Executive Orders.**

Consultant acknowledges that this Contract is funded entirely or in part by CDBG or CDBG-DR funds. The Consultant is responsible for ensuring its compliance with all applicable federal law, regulations, requirements, executive orders, and Department of Housing and Urban Development policies, procedures, and directives, including, but not limited to:

- a. The Housing and Community Development Act of 1974, as amended;
- b. Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5155), as amended;
- c. Section 18 of the Small Business Act (14A U.S.C. § 647), as amended;
- d. 44 C.F.R. § 206.191 (Duplication of Benefit), as amended;
- e. Federal Register, Vol. 76, No. 221, November 16, 2011 (76 FR 71060): Clarification of Duplication of Benefits Requirements Under the Stafford Act for Community Development Block Grant (CDBG) Disaster Recovery Grantees;
- f. Public Law 114-223: Continuing Appropriations Act, 2017;
- g. Public Law 114-254: Further Continuing and Security Assistance Appropriations Act, 2017;
- h. HUD Federal Register Notice published at 81 FR 83254 dated November 21, 2016;
- i. HUD Federal Register Notice published at 82 FR 5591 dated January 18, 2017; and
- j. HUD Federal Register Notice published at 82 FR 36812 dated August 7, 2017.

Additionally, Consultant is responsible for ensuring that its subcontractors, regardless of tier, perform in accordance with the terms, conditions and specifications of the Contract including all applicable federal laws, regulations, requirements, executive orders, policies, procedures and directives. Upon the request of the County, Consultant shall provide evidence of the steps it has taken to ensure its compliance with the above requirements, as well as evidence of the steps it has taken to ensure subcontractor compliance.

#### **12. 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, Consultant, or any other party pertaining to any matter resulting from the Contract.

#### **13. Fraud and False or Fraudulent or Related Acts.**

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

## AMERICAN RESCUE PLAN ACT OF 2021 (ARPA) REQUIRED CONTRACT CLAUSES

This Exhibit D American Rescue Plan Act of 2021 (ARPA) Supplement (Exhibit D) is incorporated by this reference into the applicable Professional Services Agreement (PSA) between the Consultant and the County (hereafter collectively the "Contract"), and shall be applicable to those services performed under the Contract, which are funded through ARPA. Exhibit D includes contract clauses that amend, delete or modify provisions of the PSA. All contract clauses that are not so amended, deleted or modified shall remain in full force and effect. To the extent of any conflict between the contract clauses set forth in this Exhibit and other contract clauses set forth in the PSA, the contract clauses of this Exhibit shall control. Unless otherwise defined below, capitalized terms shall have the meaning assigned to them in the PSA.

1. **Access to Records.** The following access to records requirements applies to this Agreement:
  - a. The Consultant shall maintain records and financial documents sufficient to evidence compliance with sections 602(c) and 603(c) of the Social Security Act and the U.S. Department of the Treasury's regulations implementing those sections, and guidance regarding the eligible uses of funds.
  - b. The Consultant agrees to provide the County, the Treasury Office of Inspector General, the Government Accountability Office, the Pandemic Relief Accountability Committee, and/or any of their authorized representatives right of access to records (electronic or otherwise) of the Consultant in order to conduct audits, or other investigations.
  - c. 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.
  - d. Records shall be maintained by Consultant for a period of five (5) years after expiration or termination of this Agreement unless a longer period is otherwise specified by the Treasury Office, or Applicable Law.
2. **Compliance with Applicable Law, Regulations, and Executive Orders.** Consultant agrees to comply with the requirements of section 603 of the Social Security Act (the "Act"), regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Consultant also agrees to comply with all other applicable federal statutes, regulations and executive orders. Consultant shall provide for such compliance by other parties in any contracts or agreements it enters into with other parties relating to this Agreement. Consultant shall indemnify and hold harmless the County and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees arising out of or relating in any way to the non-observance or breach of any such applicable federal statute, regulation or executive order.
  - a. Federal regulations applicable to this Agreement include, without limitation, the following:
    - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may



determine are inapplicable and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this Agreement.

- ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
  - v. By executing this Agreement, Consultant certifies its compliance with 2 CFR pt 180 subpart C and 2 C.F.R. pt. 3000. Such certification is a material representation of fact relied upon by the County. If it is later determined that the Consultant 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 the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. 2 C.F.R. Part 1532.
  - vi. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vii. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - viii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - ix. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - x. Generally applicable federal environmental laws and regulations.
- b. Statutes and regulations prohibiting discrimination applicable to this Agreement include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 C.F.R., part 60) and applicable State of Florida regulations as may now exist or be amended in the future. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, or political affiliation.

- iii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iv. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- v. The Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §§623) and the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- vi. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

### **3. Assurances of Compliance with Civil Rights Requirements**

- i. Consultant ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
- ii. Consultant acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Consultant understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Consultant shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Consultant understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Consultant's programs, services, and activities.
- iii. Consultant agrees to consider the need for language services for LEP persons when Consultant develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
- iv. Consultant acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon

Consultant and Consultant's successors, transferees, and assignees for the period in which such assistance is provided.

- v. Consultant shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement.

**4. No Obligation by Federal Government.**

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

**5. Fraud and False or Fraudulent or Related Acts.**

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

**6. Compliance with the Byrd Anti-Lobbying Amendment (Certification Required).**

Consultants who apply or bid for an award of \$100,000 or more shall file the required certification set forth in Appendix A to 44 C.F.R. Part 18. 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 any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

**7. Repayment Obligations.**

Consultant understands and agrees that any unused funds received under this Agreement will be forfeited and any payments received for Services which violate this ARPA Supplement (as determined by the Treasury Office) shall result in immediate repayment to the County.

**8. Seals, Logos, and Flags.**

The Consultant shall not use the Department of the Treasury or County's seal(s), logos, crests, or reproductions of flags or likenesses of any of the Treasury agency officials without specific Treasury Office or County's prior written approval.

**9. Publications.**

Any publications produced with funds from this Agreement must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to St. Johns County Board of County Commissioners by the U.S. Department of the Treasury."

**10. Protections for Whistleblowers.**

In accordance with 41 U.S.C. § 4712, Consultant may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following:

- i. A member of Congress or a representative of a committee of Congress;
- ii. An Inspector General;
- iii. The Government Accountability Office;
- iv. A Treasury employee responsible for contract or grant oversight or management;
- v. An authorized official of the Department of Justice or other law enforcement agency;
- vi. A court or grand jury; or
- vii. A management official or other employee of Consultant, or subconsultant who has the responsibility to investigate, discover, or address misconduct. Consultant shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

**11. Increasing Seat Belt Use in the United States.**

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Consultant is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

**12. Reducing Text Messaging While Driving.**

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Consultant is encouraged to adopt and enforce policies that ban text messaging while driving. Consultant is further encouraged to establish workplace safety policies to decrease accidents caused by distracted drivers.



## BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

This Bill of Sale and Assignment and Assumption Agreement (this “**Agreement**”) is made and entered into as of April 7, 2023, by and between GEOMATICS CORP., a Florida corporation (“**Assignor**”), and DRMP, INC., a Florida corporation (“**Assignee**”).

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement entered into as of the date hereof by and between Assignor and Assignee (the “**Purchase Agreement**”), pursuant to which Assignor agreed to sell and assign the Acquired Assets (other than the Contributed Assets) to Assignee, and Assignee agreed to purchase and assume the Purchased Assets from Assignor; and

WHEREAS, pursuant to the Purchase Agreement, at the Closing, Assignor has agreed to assign, and Assignee has agree to assume, the Assumed Liabilities.

NOW, THEREFORE, in consideration of the representations, warranties, covenants, and agreements contained in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the Purchase Agreement, Assignor hereby agrees as follows:

1. Defined Terms. Capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings given to such terms in the Purchase Agreement.

2. Conveyance and Assignment. For good and valuable consideration, in the amount set forth in **Section 1.05** of the Purchase Agreement, the receipt and legal sufficiency of which is hereby acknowledged, Assignor hereby (i) grants, sells, conveys, transfers, assigns and delivers to Assignee, its successors and assigns forever, all of Assignor’s right, title and interest in and to the Acquired Assets (other than the Contributed Assets), and (ii) warrants title to such Acquired Assets free and clear of all Encumbrances unto Assignee to the extent represented and warranted in the Purchase Agreement.

3. Assumption of Assumed Liabilities. Assignee hereby assumes and agrees to perform, pay, discharge and fulfill the Assumed Liabilities to be observed, performed, paid or discharged subsequent to the date hereof, as described in **Section 1.03** of the Purchase Agreement.

4. Purchase Agreement. The terms and conditions set forth in the Purchase Agreement (including, but not limited to, the indemnification obligations set forth in **Sections 6.02** and **6.03** of the Purchase Agreement) are incorporated herein by this reference. Assignor and Assignee acknowledge and agree that nothing herein shall be deemed to modify, diminish or extinguish the representations, warranties, covenants, obligations or indemnities of the parties under the Purchase Agreement.

5. Further Assurances. Assignor and Assignee each hereby covenant and agree to take such further actions, and to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all such other and further assignments, transfers, assurances and instruments, as each party may reasonably request in order to obtain the full benefit of this Agreement and the Purchase Agreement.

6. Governing Law. **Section 7.10** of the Purchase Agreement is hereby incorporated herein by reference *mutatis mutandis*.

7. Partial Invalidity. Any term or provision of this Agreement that is held invalid or non-enforceable shall be severed from this Agreement and the remaining terms and provisions shall survive and constitute the entire agreement of the parties.

8. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. For purposes of this Agreement, signature pages executed and delivered via facsimile or other electronic transmission (including .pdf copies of signature pages) will be deemed originals.

*[Remainder of Page Left Intentionally Blank; Signature Page Follows.]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

**ASSIGNOR:**

**GEOMATICS CORP.**  
a Florida corporation

By:  \_\_\_\_\_  
Name: Pablo Ferrari  
Title: President

**ASSIGNEE:**

**DRMP, INC.**  
a Florida corporation

By: \_\_\_\_\_  
Name: Glenn Lusink  
Title: President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.


**ASSIGNOR:**

**GEOMATICS CORP.**  
a Florida corporation

By: \_\_\_\_\_  
Name: Pablo Ferrari  
Title: Chief Executive Officer

**ASSIGNEE:**

**DRMP, INC.**  
a Florida corporation

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Glenn Joseph Lusink  
Title: President



## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>DRMP, Inc.</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. <b>941 Lake Baldwin Lane, Suite 100</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Orlando, FL 32814</b>	
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
5	9		1	7	9	1	1	7	4

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <u>5/4/2022</u>
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)  
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What Is Backup Withholding, later.*