

AGREEMENT BETWEEN COUNTY AND FIRM

This Agreement Between County and Firm, (this "Agreement") made and entered into by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25th Ave, Ocala, FL 34471 (hereinafter referred to as "COUNTY") and **Tetra Tech, Inc.**, located at 3475 E. Foothill Blvd., Pasadena, CA 91107, possessing FEIN# 95-4148514 (hereinafter referred to as "FIRM") under seal for the Debris Response Operations, Phase 4, Debris Monitoring Services, (hereinafter referred to as the "Project"), and COUNTY and FIRM hereby agreeing as follows:

WITNESSETH:

In consideration of the mutual covenants and promises contained herein, COUNTY and FIRM (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

Section 1 – The Contract Documents. The Contract Documents are defined as this Agreement, the Specifications, the Drawings, all Purchase Orders, Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the Parties hereafter, together with the following (if any):

Marion County Bid #21P-061 - Debris Response Operations, Phase 4, Debris Monitoring Services, the Offer, Project Bid Scope and or Specifications, Plans and Drawings, any/all Addenda as issued in support of this Bid, Recorded Bonds as required, Certificate of Insurance and Notice to Proceed.

Section 2 – Entire Agreement. The Contract Documents form the agreement between Parties for the Project and the FIRM acknowledges receipt of a copy of each and every Contract Document. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements, either written or oral. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than COUNTY and FIRM.

Section 3 – Term. This Agreement shall commence upon April 6, 2021 and will conclude on April 5, 2024 with two (2) one (1) year renewals available ("Term"). **TIME IS OF THE ESSENCE.** All limitations of time set forth in the Contract Documents are of the essence. Work may be presumed abandoned after ninety (90) days if FIRM terminates the Work without just cause or without proper notification to COUNTY, including the reason for termination, or fails to perform Work without just cause for ninety (90) consecutive days. All Work, defined herein, will proceed in a timely manner without delays.

Section 4 – Scope of Services. FIRM shall complete the Work for Project 21P-061, including damage assessments, reporting, and the monitoring of debris related activities such as collection, transportation, staging, reduction, or other processing, and final disposal in an effort to recover from an event as more fully set forth in Exhibit A, Scope of Work hereto, as per the Contract Documents furnished by the COUNTY in compliance with the Federal Requirements set forth on Exhibit C, hereto, and according to the timeframe as noted herein.

Section 5 – Compensation. COUNTY shall make maximum payment (ceiling price) of Three Million Dollars and Zero Cents (\$3,000,000.00), unless otherwise authorized by the County, (the "Agreement Price"), to FIRM under COUNTY's established procedure, upon completion of the Work. Annual increases based on Consumer Price Index (CPI) will be considered with documentation. Without authorization, FIRM exceeds the ceiling price at its own risk. Pricing rates are found in Exhibit B, Fee Schedule hereto.

Section 7 – Assignment. FIRM may not subcontract all or any part of this Agreement without written approval by COUNTY.

Section 8 – Laws, Permits, and Regulations. Prior to the performance of any Work hereunder, FIRM shall obtain and pay for all licenses and permits, as required to perform the Work. FIRM shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the Work provided under this Agreement.

Section 9 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 10 – Books and Records. FIRM shall keep records of all transactions, including documentation accurately reflecting the time expended by FIRM and its personnel. COUNTY shall have a right to request records from FIRM, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

Section 11 – Public Records Compliance

A. IF FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

**Public Relations | 601 SE 25th Ave, Ocala, FL 34471
Phone: 352-438-2300 | Fax: 352-438-2309**

Email: publicrelations@marioncountyfl.org

B. FIRM shall comply with public records laws, specifically:

- Keep and maintain public records required by COUNTY to perform the Work;
- Upon request from COUNTY's custodian of public records, provide 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 provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of this Agreement if FIRM does not transfer the records to COUNTY; and,
- Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of FIRM or keep and maintain public records required by COUNTY to perform the Work. If FIRM transfers all public records to COUNTY upon completion of this Agreement, FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FIRM keeps and maintains public records upon the completion of this Agreement, FIRM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

C. If FIRM fails to provide the public records to COUNTY within a reasonable time, FIRM may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY.

Section 12 – Indemnification. FIRM shall indemnify and hold harmless COUNTY, its officers, employees, and agents from all suits, claims, or actions of every name and description brought against COUNTY for liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of FIRM and other persons employed or utilized by FIRM in the performance of this Agreement. This Section shall not be construed in any way to alter COUNTY's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes.

Section 13 – Insurance. As applicable, during the period of Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. FIRM shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. All policies must show "Marion County, a political subdivision of the State of Florida" as an Additional Insured. The Marion County Procurement Services Director must be shown as the Certificate Holder, and the Certificate should provide for 30-day cancellation notice to the Procurement Director's address, set forth herein, with policies for the following:

- **Business Auto Liability** with combined single limits of not less than \$1,000,000 per occurrence and is to include bodily injury and property damage liability arising out of operation, maintenance or use of any auto, including owned, hired and non-owned automobiles.
- **Worker's Compensation** with statutory limits and employers liability limits of at least \$1,000,000 each accident and \$1,000,000 each employee and \$1,000,000 policy limit for disease. A "**subrogation waiver endorsement**" is required.
- **General Liability** with limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. The policy must be maintained by FIRM for the duration of the Project. If the policy is written on a claims-made basis, FIRM must maintain the policy a minimum of 5 years following completion of the Project.

Section 14 – Independent Contractor. In the performance of this Agreement, FIRM will be acting in the capacity of an "Independent Contractor" and not as an agent, employee, partner, joint venture, or associate of COUNTY. FIRM shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by FIRM in the full performance of this Agreement.

Section 15 – Default/Termination. In the event FIRM fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying FIRM in writing, specifying the nature of the default and providing FIRM with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, COUNTY thereafter may terminate this Agreement for cause upon written notice to FIRM without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible to compensate FIRM only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to

FIRM. In the event of termination of this Agreement without cause, COUNTY will compensate FIRM for all services timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Agreement. COUNTY shall have no further obligation to FIRM, other than to pay for services rendered prior to termination.

Section 16 – Damage to Property. In the performance of this Agreement, FIRM shall be responsible for any damage caused by FIRM, its employees or anyone under its control, to COUNTY property, buildings, or equipment, and shall replace same or return same to its original state without additional cost to COUNTY.

Section 17 – Termination for Loss of Funding/Cancellation for Unappropriated Funds. The obligation of COUNTY for payment to FIRM is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 18 – Use of Other Contracts. COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system, or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this Agreement if it is in the best interest of COUNTY.

Section 19 – Employee Eligibility Verification. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

Beginning January 1, 2021, Section 448.095, F.S., requires FIRM to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits FIRM from entering into this Agreement unless it is in compliance therewith. Information provided by FIRM is subject to review for the most current version of the State or Federal policies at the time of the award of this Agreement.

By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Agreement, FIRM has agreed to perform in accordance with the requirements of this subsection and agrees:

- a) It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.
- b) COUNTY shall immediately terminate FIRM if COUNTY has a good faith belief that FIRM has knowingly violated Section 448.09(1), F.S., that is, that FIRM knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
- c) If FIRM enters into a contract with a subcontractor, FIRM shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
- d) FIRM shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.
- e) FIRM shall immediately terminate the subcontractor if FIRM has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
- f) If COUNTY has a good faith belief that FIRM's subcontractor has knowingly violated Section 448.09(1), F.S., but that FIRM has otherwise complied, COUNTY shall promptly order FIRM to terminate the subcontractor. FIRM agrees that upon such an order, FIRM shall immediately terminate the subcontractor. FIRM agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate FIRM.
- g) If COUNTY terminates this Agreement with FIRM, FIRM may not be awarded a public contract for a least one (1) year after the date of termination.
- h) FIRM is liable for any additional costs incurred by COUNTY as a result of a termination under this subsection.
- i) Any such termination under this subsection is not a breach of this Agreement and may not be considered as such.
- j) FIRM shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
- k) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Agreement.

Section 20 – Force Majeure. Neither FIRM nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods, pandemics and epidemics.

Section 21 – Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

Section 22 – FIRM Conduct: These Guidelines govern FIRM while doing work on COUNTY property, as well as its employees, agents, consultants, and others on COUNTY property in connection with FIRM's work or at FIRM's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that FIRM and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** FIRM and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by FIRM or its employees is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking:** FIRM and its employees are not permitted to smoke in or near any COUNTY buildings.
- **Fraternization:** FIRM and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance:** FIRM and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.

FIRM is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, FIRM will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY property and prohibited actions could result in the immediate termination of any or all of FIRM's contracts with COUNTY.

Section 23 – Authority to Obligate. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and bind and obligate such Party with respect to all provisions contained in this Agreement.

Section 24 – Law, Venue, Waiver of Jury Trial, Attorney's Fees. This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney fees.

Section 25 – Scrutinized Companies, pursuant to Section 287.135, F.S.
A. Certification.

1. If the Agreement is for One Million Dollars or more, FIRM certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the Agreement or renewing same, FIRM was not then and is not now:
 - a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
 - b. Engaged in business operations in Cuba or Syria.
2. If the Agreement is for any amount, FIRM certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the Agreement or renewing same, FIRM was not then and is not now:
 - a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
 - b. Engaged in a boycott of Israel.

B. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate the Agreement if it is for One Million Dollars and FIRM meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and
2. FIRM is found to have:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S., or
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.

OR

3. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and
4. FIRM is found to have:
 - a. Met either prohibition set forth in Section “25(B)(2)” above or
 - b. Been engaged in business operations in Cuba or Syria.

OR

5. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and
6. FIRM is found to have:
 - a. Met any prohibition set forth in Section 25(B)(4)” above or
 - b. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

OR

7. Was entered into or renewed on or after July 1, 2018, and
8. FIRM is found to have met any prohibition set forth in Section “25(B)(4)” above.

C. Termination, Any Amount. COUNTY may, entirely at its option, terminate the Agreement if it is for any amount and meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2018, and
2. FIRM is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

D. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

Section 26 – Sovereign Immunity. Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of COUNTY to indemnify FIRM, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement.

Section 27 – On-Going Compliance. The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties’ compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

Section 28 – Exhibits/Attachments. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein: **EXHIBIT A – Scope of Work, EXHIBIT B – Fee Schedule, and EXHIBIT C – Federal Requirements.**

Section 29 – Notices. The Agreement provides for Notices and all other communications to be in writing and sent by certified mail return receipt requested or by hand delivery. FIRM’s and COUNTY’s representatives and addresses for notice purposes are:

FIRM: Tetra Tech Disaster Recovery

3475 E. Foothill Blvd., Pasadena, CA 91107
CONTACT PERSON: Marina Armanious | Phone: 321-441-8500

COUNTY: Marion County Office of the County Engineer
c/o Marion County, a political subdivision of the State of Florida
601 SE 25th Ave, Ocala, FL 34471

A copy of all notices to COUNTY hereunder shall also be sent to:

Procurement Services Director
Marion County Procurement Services Department
2631 SE 3rd St., Ocala, FL 34471

Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marioncountyfl.org. If FIRM agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, FIRM may designate up to two (2) e-mail addresses: contracts@tetrattech.com and jonathan.burgiel@tetrattech.com. Designation signifies FIRM's election to accept notices solely by e-mail.

IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

JEFF GOLD DATE
CHAIRMAN

**FOR USE AND RELIANCE OF MARION
COUNTY ONLY, APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

BCC APPROVED: April 6, 2021
21P-061 | Debris Response Operations, Phase 4, Debris
Monitoring Services

for:  5-13-2021
MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

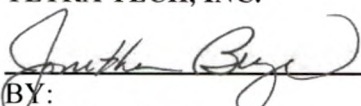
WITNESS:



SIGNATURE
Betty Kamara

PRINTED NAME

TETRA TECH, INC.

 05/12/2021
BY: _____ DATE
Jonathan Burgiel

PRINTED:
Business Unit President

ITS: (TITLE)

WITNESS:



SIGNATURE
Marina Armanious

PRINTED NAME

EXHIBIT A SCOPE OF WORK

21P-061

Debris Recovery Operations (Phase 4) Debris Monitoring Services

Debris Management Operations - Overview

Debris Management Operations consists of the clearance, collection, staging, and disposal of debris following any manmade or natural disaster (event) and is intended to protect against any potential threat to the lives, health, safety, and welfare of impacted citizens, facilities or the community within the unincorporated limits of the county. Only when deemed in the public interest may mutual aid be provided or debris collection from private property or private rights-of-way occur. The following describes different phases of Debris Management Operations.

Debris Recovery Operations (Phase 4)

Operations and services performed by the County and its contracting firms, as applicable, during this phase involve the collection, transport, staging, reduction or other processing, and final disposal of all debris in a continuous manner along affected roadways, bike lanes, sidewalks, and from within rights-of-way or properties as directed and authorized by the County. Subsequent passes, historically one to three, for collection of debris may be necessary but only when directed and authorized by the County. The term 'collection' is often used interchangeably with terms such as 'removal', 'pickup', or 'post disaster emergency response'. These activities are typically performed after an event has occurred, however, there may be a limited amount of recovery actions performed in conjunction with a response phase, dependent upon the size, scope and complexity of an event.

All participants (internal or external) performing Debris Management Operations shall work in a safe manner. Safety shall always be the number one priority.

Debris Management Operations will run 10 to 12 hours a day/ 7 days a week as needed and as directed by the County. Provisions for working during non-daylight hours will be as determined by the County.

Debris Monitoring Services - Roles

Roles during Debris Management Operations and for the purpose of Debris Monitoring Services during Response Operations (Phase 3) are described here. For the purposes of the Contractual Agreement, the singular terms 'Contract' and 'Agreement' are used interchangeably. The following capitalized terms, when used in this Contract, shall have the meaning set forth below.

County – The County shall designate key personnel to act as the County's representatives authorized to act in matters concerning the administration of this Contract. Annually or during Increased Readiness Operations, the County shall provide to the Monitor a list of designated key personnel containing name, title, phone number, and email address. The list should prioritize, in order, key personnel members best able to resolve operational issues should any arise. During Response and Recovery Operations lists shall be maintained and made available as needed. Field monitors may be referred to as Roving, those who observe work activities during the clearance and collection of debris from assigned areas or Tower, those who observe staging and disposal operations of inbound and outbound trucks at Debris Management Sites (DMS's). Personnel, including monitors, employed by the County report to the County. References to the County and to designated key personnel, hereinafter, are referred to as County.

Monitor (Phase 4) – Monitoring of all contracted Debris Management Operational activities is mandatory. At the County's discretion, monitoring may be performed by in-house resources or its contracted monitoring firm. Monitor(s) during Phase 4 will minimally oversee work associated with Debris Recovery Operations but may also be tasked with monitoring of Debris Response Operations. References to debris clearance activities or any other service normally provided during Response Operations may be assigned and utilized based on an event's impact to and the needs of Marion County, if the Monitor provides pricing for services in Exhibit B - Fee Schedule. The Monitor shall perform all services set forth in the Contract under the supervision of the County.

The Monitor shall designate key personnel to act as the firm's representatives authorized to act in matters concerning operations and will provide a list to the County. The list of designated key personnel will contain names, titles, phone numbers, and email addresses, along with a prioritization of key personnel members, in order, best able to resolve operational issues should any arise. Field monitors may be referred to as Roving, those who observe work activities during the clearance and collection of debris from assigned areas; Tower, those who observe staging and disposal operations of inbound and outbound trucks at Debris Management Sites (DMS's); or Supervisory, those who schedule, deploy and oversee daily activities of Roving and Tower monitors, perform truck certifications, etc. All personnel hired by the Monitor report to the Monitor. References to the Monitor and to designated key personnel, hereinafter, are referred to as Monitor.

The County will alert the Monitor, initiating lines of communication, if a known event is imminent. The Monitor should anticipate receiving an alert 24 to 72 hours before an event such as a hurricane landfall. For unknown or unexpected events, advanced alerts may not be possible. Within 24 hours of receiving an alert a member of the Monitor's designated key personnel should be readily available to begin planning and coordinating work efforts, to include mobilization of additional personnel and equipment necessary to perform the work of the Contract. The County will establish, providing notification (activation) to the Monitor, when response and/or recovery efforts must begin. After commencement of activities and for the duration of operations, during operating hours designated key personnel must be available by telephone or email and be capable of reporting in person to a County designated location within one (1) hour of request in order to resolve issues or provide status updates. The County will determine if issues and/or updates can be satisfactorily resolved via telephone or email.

Contractor – Contractor(s) shall designate key personnel to act as the Contractor's representatives authorized to act in matters concerning the administration of this Contract. Annually or during Increased Readiness Operations the Contractor, upon alert, shall provide to the County a list of designated key personnel containing name, title, phone number, and email address. The list should prioritize, in order, key personnel members best able to resolve operational issues should any arise. During Response and Recovery Operations lists shall be maintained and made available as needed. Employees and subcontractors hired by the Contractor report to the Contractor. References to the Contractor and to designated key personnel, hereinafter, are referred to as Contractor.

Coordination of Documents

All Debris Monitoring Services performed under this Contract shall be in accordance with the Contractual Agreement, specifications detailed in the Scope of Services (Scope), authorizations provided by the County (written or verbal), and Marion County's Debris Management Plan (DMP), latest version.

Should local, state or federal emergency declarations occur all services and documentation requirements will be in accordance with any applicable state and/or federal reimbursement program, including but not limited to, the Federal Emergency Management Agency's Public Assistance Program (FEMA-PA) and the Federal Highway Administration's Emergency Relief Program (FHWA-ER).

If any part of the Contractual Agreement, Scope or DMP is found in conflict with any other plan, program, rule, regulation, or requirement, the more recent finding or most stringent direction shall prevail.

Debris Monitoring Services - Overview

The purpose of Debris Monitoring Services is to assist with Debris Management Operations involving the monitoring of the cutting, collection, staging, reduction or other processing, and final disposal of debris following any manmade or natural disaster (event). In summary, to help the community recover from an event.

The County intends to pre-qualify and select contractual firms for the purpose of performing Debris Monitoring Services. Having pre-qualified contracts in place will allow the County to authorize work quickly expediting recovery efforts.

If multiple contracts are awarded Monitors may be assigned a geographic area or specific type of debris to monitor. The County reserves the right to select and assign specific services the Monitor will provide and the County reserves the right to reassign areas or debris types, at any time for any reason. Based on the magnitude of an event some monitors may not be called. This Contract does not guarantee any work will be assigned during the period of the Contract. The County, at any time, may elect to perform work with in-house forces or additional contract forces.

Contracts are intended for use in unincorporated Marion County. This Scope describes and defines the services that are required for the execution of Debris Monitoring Services on the County maintained road network, including designated Federal-aid routes, along with public rights-of-way and properties under the ownership of or the legal responsibility of Marion County. Mutual aid efforts (municipal or state), private rights-of-way or properties and other locations may be added as determined by the County.

No debris shall be cleared, collected, transported to or deposited at DMS's or final disposal sites without the presence of a Monitor. If hauling, debris must be taken to the nearest DMS site unless otherwise authorized by the County.

No debris shall be cleared, collected, transported, deposited, processed, or disposed without a proper load ticket and other documentation prepared or captured as required by the County or applicable state and/or federal reimbursement program.

Monitor acknowledges, represents and warrants to the County that they are familiar with all laws relating to disposal of the materials as stated herein and will comply with all guidelines, rules, regulations, requirements, and requests of FEMA-PA, FHWA-ER, or any other local, state, or federal agency or authority.

Should events impact other cities, counties or entities, the terms and conditions of this Contract shall take precedence.

All participants operating under this Contract shall work in a safe manner. Safety shall always be the number one priority.

Compliance

Any person or entity not in compliance with the operational or contractual requirements of debris management shall be required to immediately remedy the situation. Failure to take appropriate action will result in suspension from all activities until situations are remedied. The same suspension rules apply to individuals or entities who may repeatedly perform in a non-compliant manner regarding safety guidelines and standards.

The Monitor shall disseminate this requirement to all employees and subcontractors involved with the work of this Contract.

Media Interaction

All inquiries by members of the media or any elected official shall be directed, through the proper chain of command, to the County's Public Relations Office.

The Monitor shall disseminate this requirement to all employees and subcontractors involved with the work of this Contract.

Cadaver Discovery

All persons involved with Debris Management Operations are responsible for watching work areas and recognizing any potential human remains. If human remains are found, work shall immediately stop with immediate notification provided to law enforcement and to the County, through the proper chain of command. All persons in the work area shall remain at the site until released by the authority having jurisdiction.

With the exception of law enforcement, all persons are forbidden from sharing any information concerning the deceased. Persons found to be sharing this information will be immediately dismissed from performing Debris Management Operations and will not be allowed to return for the remainder of the project.

The Monitor shall communicate this requirement to all employees and subcontractors involved with the work of this Contract.

Debris Types and Considerations

All event related debris will be categorized into the following types. Refer to the Marion County Debris Management Plan for additional information, more descriptive guidance or specific requirements, including debris types and special considerations.

- Vegetative debris consists of whole trees, stumps, trunks, branches, limbs, and other leafy material, including:
 - Hazardous limbs (hangers)
 - Hazardous trees (leaners)
 - Hazardous stumps
- Non-Vegetative, including:
 - Construction and demolition (C&D)
 - Hazardous waste
 - Household hazardous waste (HHW)
 - White goods
 - Electronic waste (e-waste)
 - Sand, soil and mud
 - Vehicles and vessels
 - Putrescent debris
 - Infectious waste
 - Chemical, biological, radiological, and nuclear-contaminated

Debris types shall not be mixed when collecting, transporting, staging, processing, or disposing.

Debris collected from private property or private rights-of-way and debris collected through mutual aid efforts shall not be mixed with any other debris during collection, transport, staging, processing, or disposal.

Ineligible debris must not be mixed with any other debris.

The removal of hazardous limbs, trees and stumps shall only occur when specifically authorized by the County. Authorization will be based on documentation provided in order to make a determination, not documentation provided as a result of work already performed. Hazardous limbs, trees and stumps are those that are damaged, pose an immediate threat and are a result of a specific event.

Debris Monitoring Services - Contractor Services

The Monitor shall perform all services pursuant to the terms of the Contract. The Monitor is expected to be extremely knowledgeable in the regulations, guidelines and operating policies of the Federal Emergency Management Agency's Public Assistance Program (FEMA-PA) and the Federal Highway Administration's Emergency Relief Program (FHWA-ER). The Monitor will support the County during Debris Management Operations and will be fully responsible for monitoring of Debris Response and Recovery Services as assigned.

Monitor shall provide all labor, equipment, materials, and supplies required to complete the work or services described including providing any mobilization and demobilization activities. Services or activities may include, but not be limited to, contract administration, operations management, damage assessments, environmental permitting, data processing, documentation and reporting, quality assurance and quality control of all documentation and reporting, payment monitoring and reconciliation, applications for funding assistance/reimbursement, electronic debris monitoring (if authorized), field operations (day and/or night), performing truck certifications, and the performing the monitoring of debris clearance, debris collection (cutting, segregating, loading), transport of debris (hauling to or away from disposal sites), debris staging, reduction, processing, recycling, and final disposal, and the removal of hazardous limbs, trees and stumps (only when directed by the County).

Accurate and timely documentation of locations and of debris types cut, collected, transported, processed, and disposed is a must. The County requires the consultant to meet minimum standards for the timeliness of data reporting.

Monitor must take ownership of the responsibility for ensuring the accuracy of invoices, payroll, monitoring information, reports, electronic data, vehicle certifications, and operating data.

Monitor shall provide and submit all reports and documents necessary to adequately document its performance of the Contract, as directed by the County and including any documentation necessary for reimbursement possibilities. In providing this information Monitor has taken into account all contingencies foreseeable by one with the expertise and knowledge in Debris Management Operations, including but not limited to, the Right-of-Entry process for debris removal from private property and any related regulatory requirements. Monitor shall provide storage of all documentation for protection during operations and until satisfactorily delivered to the County.

The Monitor must be available to address questions from FEMA and FHWA both during and after operational services have been performed. The Monitor will be responsible for and must take ownership of ensuring the expeditious collection, audit, tabulation, and organization of debris management data, load tickets, logs, worksheets, photos, and truck certifications, etc., and that the records are complete and accurate to support local, state or federal reimbursement programs, and subsequent audits.

The Monitor shall be responsible for tracking all of the contract costs and adhering to the 'not to exceed' limit if defined. Proper notification must be given to the County as costs approach this limit. No amount of work is guaranteed under this Contract.

The Monitor shall ensure daily reports, electronic or paper, are provided to the County within a time frame and format established, and as required, by the County. Daily reporting will assist with reconciliation processes.

The Monitor may be requested to assist the County in responding to public inquiries.

Monitor understands that time is of the essence in the performance of this contract. All Debris Monitoring Services shall be in accordance with all applicable local, state and federal rules, regulations and requirements. All Debris Monitoring Services must be performed as authorized by the County.

Monitor shall not be compensated for the performance of any work unauthorized or unassigned by the County.

Monitor shall not be compensated for the performance of any work unrelated to the event for which the Monitor was activated to perform services.

Locations of work will be assigned by the County and corresponding limits provided for which the Monitor will be responsible.

Monitor shall not charge or receive payment from any resident, business or institution for work performed under this Contract, nor shall Monitor or anyone employed or subcontracted by Monitor accept any additional monies from any resident, business or institution for work performed under this contract.

The Monitor is required to perform at least 30% of the work with its own forces. Monitor shall be responsible for the compliance of all subcontracting parties in accordance with the terms of this Contract and with any applicable local, state or federal rules, regulations or requirements. Monitor shall not employ any subcontractors who are on any FEMA, FHWA, state or local listing of debarred contractors. Monitor shall be solely responsible for timely paying its subcontractors. Upon each notice of activation, the Monitor shall furnish to the County a written list of subcontractors and other persons or organizations who are proposed to provide labor, materials, or equipment necessary to perform services including company name, address and telephone number. The Monitor is required to comply with all Florida State E-Verify requirements. The County reserves the right to reject the selection of any subcontractor and to inspect the facilities and equipment of any subcontractor. Monitor is encouraged to seek minority and women-owned business enterprises for participation in subcontracting opportunities. If any subcontractor fails to perform or make progress, as required by this Contract, and the replacement of such subcontractor is necessary in order to complete the work hereunder in a timely fashion, Monitor shall promptly replace such subcontractor, subject to the County's approval of the new subcontractor. The County reserves the right to disqualify any subcontractor, vendor, or material supplier based upon prior unsatisfactory performance.

The Monitor shall make available appropriate personnel to attend progress meetings or to discuss matters pertinent to the performance of the work. At the County's discretion, progress meetings and/or discussions may be requested daily.

Monitor shall keep any work performed for other clients separate from the County's Debris Management Operations.

Monitor shall begin and end work days at the times designated by the County and within the County's work hour restrictions (school zones, peak hours, residential zones). Generally, Debris Management Operations run 10 to 12 hours a day / 7 days a week unless specified differently.

Monitor will provide professional oversight to ensure compliance with the Florida Department of Environmental Protection (FDEP), the Florida Department of Transportation (FDOT), the Florida Department of Forestry (DOF), as well as with any other local, state, or federal regulation or reporting requirements applicable to debris management.

Monitor shall ensure all personnel hired by the Contractor have available and utilize personal protective equipment (PPE) in accordance with the latest requirements of the Occupational Safety and Health Administration (OSHA), American National Standards Institute (ANSI) and/or the American Society for Testing and Materials (ASTM). The Contractor shall conduct daily safety meetings with all personnel hired or subcontracted.

Refer to the latest Marion County Debris Management Plan, provided during annual training, Appendix 1 - Safety, for supplemental guidelines and baseline provisions regarding Safety.

Monitor shall ensure all equipment and vehicles used in the performance of this Contract meet all requirements of local, state and federal regulations without limitation.

Monitor shall ensure all fluid spills, leakage, and damages caused by their operations during the performance of this Contract are properly reported and remediated.

The Monitor shall immediately notify the County of any damage caused by the Monitor or Contractor. Damage must be documented by the Monitor with digital photos and all necessary information provided to the County and property owner, if involving private property. The Monitor shall repair all damage it causes prior to final invoicing. Repairs shall be at no expense to the County.

Monitor is responsible for the satisfactory repair of any damage caused by their operations to public or private property. Inspections of repair made to public property will be performed within five (5) calendar days and any repairs not satisfactorily made, as determined by the County, shall be subject to holding of retainage as indicated by the contract documents and its specifications.

Until the County's acceptance of the work the Monitor shall be responsible, taking charge and custody of the work, and taking every necessary precaution against injury or damage whether by the action of the elements or from any other cause whatsoever, arising either from the execution or non-execution of the work. Monitor shall repair, restore and make good, without additional expense to the County, all injury claims or damage reports.

Monitor shall be responsible for hiring, training, deploying, scheduling, and monitoring the activities of those under their employ, whether a permanent or subcontracted employee.

Monitor shall be responsible for the conduct and actions of all of its employees and subcontractors. Monitor's employees and subcontractors shall not exhibit any pattern of discourteous behavior to the public or otherwise act in a manner contrary to the best interests of Marion County.

The cost of any work that is necessary to meet the requirements of this Contract for which separate payment is not identified, such as but not limited to Temporary Traffic Control (TTC), shall be incidental to other pay items shown in the Contract's Fee Schedule.

Contractor acknowledges and understands that it shall be solely responsible for any liability, fee, fines, claims, etc., which may arise from its operations and its handling of all debris.

Planning and Training

The Monitor, with full-time regular personnel, will provide the County with a half-day debris management training session. The training session must, at a minimum, meet the training requirement for debris monitors as outlined by current FEMA debris management guidance.

The Monitor may be required to send up to two (2) representatives to participate in County directed Debris Response and Recovery Services planning, training and/or exercises, no more than two (2) days each year. Applicable policies and procedures may be reviewed and established as appropriate.

The Monitor may be required to assist the County with evaluating DMS locations, estimating debris quantities for potential event scenarios, and developing actions plans for Debris Management Operations and Services.

In addition, annually during the first quarter of the calendar year, Monitor must provide a sampling of paper tickets or an electronic debris monitoring system for consideration of use should an event occur and activation be necessary.

- This service will be provided at no cost to the County.

Mobilization and Demobilization

Monitor shall mobilize personnel, equipment and resources sufficiently in order to begin the work in accordance with the notification (activation) established by the County. Demobilization will begin when authorized by the County.

- Mobilization and demobilization are considered incidental and will be provided at no cost to the County.

Debris Monitoring Operations

Refer to the Marion County Debris Management Plan for additional information, more descriptive guidance or specific requirements.

Monitor shall establish a location, or provide a mobile command unit, to serve as a field and operations command center.

Collection areas and collection limits will be established and assigned to the Monitor by the County. Crews or staff shall be required to complete entire areas (routes, zones, sectors, sections, quadrants, and/or corridors) prior to moving on to other locations. Rights-of-way within assigned areas must not be bypassed unless directed by the County.

Monitor shall park all vehicles and equipment not in use or left on the right-of-way overnight as close as possible to the right-of-way line and always outside of the applicable clear zone. The Monitor shall conduct all service and supply operations as close to the right-of-way line as possible. The Monitor shall not park any equipment in the median, regardless of the width of the median, unless movement from the work area is determined by the County to be prohibitive.

Monitor shall ensure all safety devices recommended by the manufacturer are installed and properly maintained on equipment and vehicles.

The Monitor shall ensure that all personnel report to duty within a pre-negotiated time frame after notification by the County. Initially, and at a minimum, the Monitor shall have available a Project Manager within 8 hours to begin coordinating and planning efforts and twenty (20) trained monitors within 412 hours accompanied by appropriate supervision in order to begin operations. The exact number of monitors required will be decided during pre-event and progress meetings. The work schedule may vary based on event type and magnitude.

The Monitor shall also:

- Ensure that Contractor's work is within the assigned scope of work.
- Ensure that only debris specified in the Contract is collected.
- Ensure load tickets are properly and accurately completed.
- Ensure load tickets are physically controlled in towers and in the field.
- Ensure that debris types are not co-mingled.
- Ensure debris is identified as eligible or ineligible.
- Maintain worksheets and documentation for hazardous limbs, trees or stumps.
- Monitor site development and restoration of DMS locations.
- Report if improper equipment is mobilized and used.
- Report if general public safety standards are not followed.
- Document and report any non-compliance issue accordingly.
- Provide the Contractor with copies of all debris tickets.

Refer to the Marion County Debris Management Plan for additional information, more descriptive guidance or specific requirements.

The following roles are not all inclusive of the services which may be needed in the performance of this Contract, such as administrative support, data entry clerks, field managers, or field supervisors. It is expected that if other role types are necessary all persons performing the work will be sufficiently trained with the job assigned, and if needed shall have the necessary supervisory experience or experience and knowledge regarding Debris Management Operations in order to successfully perform the role. Training of individuals to perform tasks or duties assigned shall be borne by the Monitor. Only when performing active and effective tasks or duties will hourly rates be eligible for payment.

Monitor (Supervisory Role/Project Manager)

The Monitor in a supervisory role, primarily a Project Manager, shall be responsible for the overall project management and coordination of debris monitoring services required to oversee Debris Management Operations. This Monitor shall be the point of contact for the County and shall assign trained operations managers, field supervisors, and roving or tower monitors, as appropriate, to oversee one or more Contractors or County activities. The duties of this Monitor include, but are not limited to, the following:

- Ensuring a sufficient number of trained Field Supervisors are provided to oversee Roving and Tower Monitors and their activities. Note: One Field Supervisor to no more than 10 Roving and Tower Monitors.
- Ensuring a sufficient number of trained Roving Monitors are provided to monitor Response or Recovery Operations, as needed or required.
- Ensuring a sufficient number of trained Tower Monitors are provided to observe and record all debris loads entering or exiting DMS's or final disposal sites, as needed or required.
- Ensuring a sufficient number of trained data entry personnel are provided to perform document processing and recording.
- Ensuring the immediate removal or replacement of Monitor's employees upon notice from the County for conduct or actions not in keeping with this contract.
- Ensuring truck certifications and documentation of all trucks or trailers used in Debris Management Operations are accurately performed and provided.

- Providing quality assurance and quality control of all truck certifications throughout the life of the project, randomly verifying capacities, recertifying as needed.
- Ensuring debris is collected as authorized by the County (locations, eligibility, etc.)
- Conducting safety meetings with field staff, as necessary.
- Responding to issues regarding complaints, damages, accidents, or incidents involving the Monitor or Contractor, ensuring they are fully documented and reported.
- Coordinating daily briefings with the County and Contractor(s).
- Verifying the documentation and compliance of environmental authorizations and/or permits for DMS and final disposal sites.
- Ensuring Contractor invoices are reviewed, validated and reconciled for eligibility of reimbursement prior to providing recommendation of payment to the County.
- Providing daily progress or status reports of work processes and staffing, including:
 - daily cubic yardage or tonnage totals (cumulative and hauled to each staging site),
 - daily totals in cubic yards/tons by debris type (cumulative and hauled to each staging site),
 - number of crews, trucks and trailers operated,
 - number of monitors used,
 - pass completion,
 - resulting damages,
 - quantities and debris types reduced, and
 - quantities and debris types hauled for final disposal, recycling, salvage, or recovery, as required.
- Preparing interim operations, status reports and final reports, as directed by the County. An interim status report may be required at the discretion of the County. A final report covering the history of the operations, the locations of DMS's used, remediation and site closure activities, including any environmental reports or authorizations generated, and the locations of final disposal sites and permits, recycling facilities and salvage facilities used during operations. The report may include identification of weakness in the operations and recommendations for future debris activities.

Field Supervisors

There shall be one Field Supervisor to no more than 10 Roving and Tower Monitors. Duties of Field Supervisors include, but are not limited to, the following:

- Communicating and coordinating with the County.
- Remaining in regular contact their supervisor.
- Overseeing and supervising Roving and Tower Monitors activities.
- Scheduling resources and deployment timing.
- Coordinating daily activities and future planning.
- Supervising the accurate measurement of load hauling compartments and accurately computing volume capacity in cubic yards.
- Documenting and recording measurements and computations.
- Documenting truck hauling compartment conditions using digital photographs.
- Preparing a master logbook of all hauling equipment used by the Contractor(s) or County.
- Compiling, reconciling and documenting daily, in electronic spreadsheet format all eligible debris hauled by the Contractor(s) or County.
- Identifying, addressing and troubleshooting any questions or problems that could affect work area safety and eligibility.
- Providing suggestions to improve efficiencies of the operation.

Roving and Tower Monitors (General)

Duties of Roving and Tower Monitors include, but are not limited to, the following:

- Remaining in regular contact with Field Supervisor.
- All monitors shall ensure that accurate, legible, and complete documentation is provided through load tickets, truck certifications, and/or other logs and reports, as required.

- All monitors shall maintain photo documentation of debris cutting, excavation, collection, transport, and deposit activities, specifically of hazardous limb, tree and stumps removal processes and/or other special or unusual occurrences in the field, as required.
- All monitors shall document and report activities to the County which may require remediation, such as: fuel spills, hazardous materials collection locations, and other similar environmental concerns.
- All monitors shall document and report to the County damages which occur on public or private property as a result of Debris Management Operations.
- All monitors shall document and report to the County any violations of FDEP debris site conditions.
- If FDEP debris site conditions are violated the Monitor shall notify the County immediately.
- Performing other duties as directed relating to monitoring efforts.

Roving Monitors

Additional duties of Roving or Loading Site Monitors may include, but are not limited to, the following:

- Monitoring the clearance and collection activities of the Contractor(s) or County.
- Issuing load tickets for each load at loading sites.
- Performing a pre-work inspection of areas to identify potential problems such as covered utility meters, transformers, fire hydrants, mailboxes, etc. to mitigate damage from clearing or loading equipment.
- Checking areas for safety considerations such as power lines and children in the area, ensuring that traffic control needs are met, and trucks and equipment are operated safely.
- Documenting damage to utility components, driveways, road surfaces, private property, vehicles, etc. should it occur, with photographs (if possible, collect owner information, circumstances of the damage {who, what, when, and where} and report to Field Supervisor.
- Ensuring the work area is clear of debris to the specified level before equipment is moved to a new area.
- Ensuring loads are contained properly before leaving the loading area.
- Ensuring that only eligible debris is collected for loading and hauling.
- Ensuring that only debris from approved public or authorized areas is loaded for removal.
- Properly monitoring and recording performance and productivity of Contractor(s) crews.
- Ensuring that Freon-containing appliances are sorted and ready for Freon removal on-site or separating transport for Freon removal before final disposal.

Tower Monitors

Additional duties of Tower or Unloading Site Monitors may include, but are not limited to, the following:

- Verifying and documenting on load tickets estimated quantities of eligible debris hauled deposited at DMS's final disposal sites by Contractor(s) or the County.
- Ensuring truck bed or hauling equipment exiting sites are empty.

Data Management and Documentation

A Data Manager shall be assigned to provide supervision of the data entry operations and documentation processes. Duties of the Data Manager may include, but are not limited to, the following:

- Ensuring all activities are documented fully and accurately.
- Ensuring all activities are identified as being eligible or ineligible with respect to the FHWA-ER program, the FEMA-PA program and/or other local, state or federal reimbursement programs, as applicable.
- Ensuring documentation is accurate and provided for the number of crews and types of equipment utilized, actual hours of operation, and locations of work performed during a Time and Materials (T&M) phase of operations, as applicable.

- Ensuring load tickets, logs, photos, or other documentation is appropriately linked or associated in a data management system for a full understanding of work performed.
- Maintaining truck certifications, equipment certifications, etc.
- Ensuring quality assurance/quality control is performed throughout the life of the project.
- Ensuring load tickets contain, minimally, activity date, contractor name, subcontractor name, truck driver/operator name, truck number, truck capacity, point of debris collection, maintenance jurisdiction, federal-aid classification, pass number, loading departure time, cubic yards collected/deposited, and name/location of DMS location debris was deposited.
- Ensuring GPS coordinates and photos are recorded as required, such as for hazardous limbs, trees and stumps.
- Ensuring the accuracy of daily progress or status reports of work processes and staffing, including cubic yardage or tonnage totals, as required.
- As an administrative function organize, produce, maintain, and provide the County electronic copies (scanned) of documentation in a satisfactory manner, as required.
- Provide certified weigh master if necessary.
- Assisting the County in creating field maps using GIS, as well as track and present contractor progress in GIS.
- Maintain environmental authorizations and/or permits, as applicable.

All data, documentation and information (records) accumulated by the Monitor related to each project shall be maintained by the Monitor. The County shall have full and complete access to all records collected and/or maintained by the Monitor in the course of the administration and performance of this Contract. This information shall be made accessible at Monitor's local place of business in Marion County, for purposes of inspection, reproduction and audit without restriction. If Monitor does not maintain a place of business in Marion County, the Monitor shall be responsible for providing the County access to the records, upon the County's request, at the Monitor's expense. Monitor shall maintain all records until the completion of each project at which time all records shall be surrendered to the County, in an acceptable and accessible format. After the surrender of the records, the Monitor shall remain available for questions through reimbursement and audit periods.

Other aspects of Debris Management Operations which may involve administrative support, data entry, GIS assistance, compliance assistance or expertise, coordinating efforts, etc., not specifically identified here will be paid in accordance to the needs of the County and time necessary to satisfactorily comply with the Contract and any local, state or federal reimbursement program.

- Payment for services or actions provided here will be per hour.

Electronic Debris Monitoring

The Monitor may request to exercise the option to utilize electronic debris monitoring. If authorized by the County the Monitor must comply with requirements set forth:

Equipment Requirements

All equipment used in field operations must be functionally compatible with outdoor conditions.

Data Storage Media – Debris management data shall be stored and transferred on encryption protected removable data storage media. All data media shall be provided by the Monitor. Data must include a unique user ID which identifies the user's role, limits the user's ability to collect or validate information, etc. and employs an anti-tampering mechanism. Monitor shall provide media to each person performing a debris mission role that results in data collection (i.e., drivers, monitors, etc.)

Handheld Units (HHU) - The Monitor shall provide weather proof and shock resistant HHU for recording debris management data in the field. These HHU devices shall be capable of writing data to and reading data from the removable data storage media. HHU's shall have the capability to determine locations by GPS and the capability to write GPS coordinates to the removable media. The HHUs shall record initial load data information, verify vehicle certification and record debris type and quantity. All field units shall be operated by stand-alone power sources which shall allow the units to perform uninterrupted for an entire shift. HHUs shall also be capable of:

- a. Recording truck certification data onto driver removable media are used at the truck certification area. Truck certification records shall include truck measurements, Truck ID, Driver ID and a digital photograph of the truck and trailers.
- b. Recording user ID information, including a unique user ID, digital photograph and any additional user information required for system operation.
- c. Integrated GPS readings (accuracy within 3 meters of the HHU) shall automatically be recorded without any additional manual effort each time the HHU unit records and retrieves information related to the debris mission. External GPS units shall have reliable connectivity to the HHU and be rugged and durable.

Durable Printer – The Monitor shall provide a durable printer to print load tickets at the request of the County. Once the Tower Monitor completes the load data entries the information shall be transmitted to the printer. The printer shall print a minimum of two (2) copies of the ticket. The copies shall be given to the driver (one copy for the driver and the other for the Contractor). The HHU should have program flexibility to alter the number of printed tickets. The printed ticket, both paper and ink, shall be of a quality that the print is not affected by harsh weather conditions and does not fade over time, nor smear or deteriorate due to moisture or UV rays. All field units shall be operated by stand-alone power sources which shall allow the units to perform uninterrupted for a minimum of an entire shift.

Server(s) – The Monitor shall provide computer servers for the storage and maintenance of records. The Monitor is responsible for ensuring server format is compatible with the County's requirements. The data contained in the Monitor's database shall be placed on the Internet for controlled use and be password protected by the Monitor. Upon completion of the work, the consultant shall surrender the records to the County who shall maintain the official database and records on its government furnished secure server. Prior to surrendering records, the database must be in the County's specified format and a data dictionary provided. Upon surrendering the records, there must be a mechanism used and supplied allowing access to the data (e.g.: a pre-designed search engine/application). Access to the County server is limited to "Official Use Only". The County server is provided and maintained by the County.

Back-up equipment – In the event of equipment malfunction, loss or damage, the Monitor shall assure a sufficient supply of replacement equipment and personnel are available such that production is not affected. The back-up equipment shall be readily available on-site for rapid distribution.

GIS – GIS mapping shall be provided by the Monitor from the most current source(s) available. This information shall be used as a base map to visually illustrate work zones, Roving and Tower Monitor locations and activities, work progress, historically and/or environmentally sensitive areas, geospatial data and other mission informational needs from the data gathered by the HHUs.

Internet Accessible Database – The Monitor shall establish a web based database which is updated daily if not real-time. The data shall be accessible, by permission only, to subcontractors, local and state officials and others on a "need to know" basis. Database access shall be role-based and no direct access to the data tables shall be allowed, unless approved by the County.

General Statement of Electronic Debris Monitoring System Parameters

The system must utilize an encryption protected removable data storage device. The data storage device shall store data collected in the field, such as fields from traditional debris paper load tickets as well as truck certification information. The device must be capable of depicting images and other identifying data.

The system must have a database capable of storing all data collected in the field. The Monitor shall provide the County a copy of the database with a matching structure at the completion of the work unless otherwise specified.

The system must include the capability to share database records with contractors, subcontractors, the County, and others via the internet. Data contained in the system must be password protected, implement role-based access controls and must have viewing, printing and editing capabilities. Each contractor, subcontractor and customer must have permissions that allow only them to review and print information specific to their need. The system shall also have the capability to generate reports on all aspects of the debris mission.

The Monitor uses the HHU to initiate the load data by entering the debris type into the HHU. The driver's media card shall either be swiped or inserted into the HHU and the HHU shall write the debris type, pick-up GPS location, address of pick-up if applicable, time, date, truck certification and driver information, and the Roving or Tower Monitor unique ID code onto the removable media. Once the data is written to the media, the Roving or Tower Monitor shall return the media to the driver. By this action, the Monitor verifies the debris meets FEMA and FHWA eligibility requirements.

HHUs are used at the debris verification area of disposal site(s) by Tower Monitors. The vehicle driver presents the removable media which was previously initiated by the Roving Monitor to the Tower Monitor located in the disposal site tower(s). The Tower Monitor verifies the debris classification is appropriate (vegetative, C&D, mixed, etc. and manually revises, if needed), verifies vehicle(s) and driver information is correct, estimates and enters the load quantity into the HHU. The HHU shall automatically extract the information recorded earlier on the media card and add the information to the Tower Monitor's HHU including the date, time debris arrives, site ID, GPS readings, load quantity and Tower Monitor unique ID code.

All information regarding each debris load shall be stored in the HHU's internal memory or on a separate encryption protected removable media device. The debris load information shall be uploaded to the Monitor's databases. Once this information is recorded and stored, the Tower Monitor's HHU shall clear the removable media's debris data for the driver to re-use.

The media shall retain a running total of the quantity and type of debris hauled by a particular vehicle. All debris load information within the Tower Monitor's HHU shall be retained until upload to the database has been accomplished and confirmed by authorized personnel. Direct access to data on the HHU shall be restricted to personnel specifically authorized to do so by the County or the Monitor.

Functional Specifications and System Architecture

Roving/Tower Monitors – Personnel Registration, Administration and Management: The system shall have the capability to manage user roles. The majority of system users shall be either Roving or Tower Monitors. At a minimum, the system must have the following capabilities:

- A means to create encryption protected electronic media with unique User ID, digital photograph, user roles and other identifying data
- Electronic registration of Roving/Tower Monitor
- Link designated Roving/Tower Monitor roles to a specific mission
- The ability to edit Roving/Tower Monitor roles i.e., create, update and delete
- Store Roving/Tower Monitor contact information relative to the mission

- Track and manage Roving/Tower Monitor role and status
- Assign and track equipment assigned to the user
- Reject invalid Roving/Tower Monitor credentials
- Reject invalid certification credentials

Truck Certification: The system shall have the capability to record truck and trailer certification data. Truck certification is used to register authorized debris hauling vehicles and equipment. At a minimum, the following must be included:

- A means of electronically registering authorized debris Consultant vehicles and equipment
- Link electronic registration to digital images and identify mission
- Generate unique IDs for contractor vehicles and equipment
- Utilize uniform measurements (e.g. feet and inches)
- Capture vehicle volume
- Utilize industry standard equations for all volume calculations
- Capture drivers and certification team member's unique ID numbers
- A means to create encryption protected electronic driver removable media with unique truck ID, digital photograph, truck and /or trailer measurements, vehicle volume, and other identifying data
- Must depict image and other identifying data
- Must contain counter area for total cubic yards hauled
- Must employ anti-tampering mechanism
- Capability to recertify vehicles
- Recertified vehicles must be recorded in an audit table
- Certification data must be associated to authorized system user
- Reject media which are not associated with current event and applicant
- Capture vehicle audit records
- Create a printed certification record
- Administrative reporting capabilities

Right-of-Way (ROW) Debris Management: ROW transactional data must be captured, stored, validated, audited, reported, and transmitted to the County, Contractor and others as required. At a minimum, the application must exhibit the following characteristics:

- Allow creation of point of origin load data on encryption protected driver media when position is known and credentials have been authenticated
- Validate media is present in system and configured to receive data
- Capture date and time and other relevant point of origin data
- Designate debris type
- Designate debris location as Federal Aid or Non-Federal Aid
- Designate "first pass" and subsequent passes
- Write point of origin load data using encrypted storage algorithms
- Associate Roving/Tower Monitor credentials with point of origin load data
- Acknowledge successful card write via display status message
- Provide user configurable time option for GPS audit
- Detect current location using GPS and store data to secure memory location
- Provide capability to add digital image if debris is other than vegetative or C&D

Debris Disposal Site Management: Completed ROW, and per-unit point of origin transactions must be received at the approved disposal site. Transactions are not considered complete until they are processed thru the receiving applications. At a minimum, the system must provide the capability to:

- Accept site configuration data at the beginning of each work day
- Dynamically configure receiving application based on site configuration data
- Display certification data and photo from driver media card so that Roving/Tower Monitor can perform a field audit of truck/trailer to assure data matches certification and placard number

- Accept loads where:
 - Mission and applicant are valid
 - Media authentication data is valid and unaltered
 - Media contains valid load data
- Designate debris type
- Record debris volume (based on unit of measure)
- Receive volume or per unit loads
- Identify original load data
- Identify duplicate load data
- Configure number of hard copies to print
- Create load data record in internal storage
- Create backup copy of internal storage
- Prepare driver media for next load
- Increment driver media card based on total CY counter value
- Continuously calculate and present real-time disposal site statistics
- Re-print load ticket data
- Interface with durable printer
- Preserve in its original state, then transmit daily transaction data
- Associate Roving/Tower Monitor credentials with each received load

Field Administrative Functions: The system must have the capability to perform administrative duties in the field. Requirements include the capability to edit user roles, verify vehicle audit information, display real-time collection volumes, and review Roving/Tower Monitor GPS audit logs. At a minimum, the system must provide the capability to:

- Change Roving/Tower Monitor identification badge roles and responsibilities
- Review media total CY counter value
- Audit vehicle certification data
- Validate/invalidate media cards
- Reinitiate security sequence for Roving/Tower Monitor or media
- In tabular format, display the results of Roving/Tower Monitor GPS audit files by limiting access to the internet data or to the Monitor/County's secure servers

Data Consolidation and Analysis/Reports Generation: Transactional data must be summarized, validated, presented and audited to provide an overall status of mission performance. The system must facilitate billing, error reporting, performance tracking, and graphical data preparation. At a minimum the Data Consolidation/Data Storage and Data Analysis/Reports tools must provide the capability to:

- Accept transactional data sets from multiple debris location systems
- Recognize multiple mission/applicant configurations
- Grant access to authorized authenticated users or processes
- Contain a master record of:
 - Roles and responsibilities
 - Roving/Tower Monitor credentials and other data
 - Certification credentials and other data
 - Mission data
 - Applicant data
 - Geospatial data
 - Street centerlines
 - County outlines
 - Population and demographic
 - Elevation
 - Wetlands delineation
 - Historic and Environmentally Sensitive areas
 - Debris work zones
 - Parcel data
 - Land use
 - FEMA flood zones

- Graphically depict:
 - Load locations by contractor
 - Load locations by subcontractor
 - Load locations by driver
 - Load locations by Roving/Tower Monitor
 - Load locations by date range
 - Load locations by zone
 - Load locations by municipality
 - Load locations by applicant
 - Load locations by mission
 - Load locations by debris type
 - Load locations by disposal site
 - Load locations by Federal, state and private roads
 - Load locations by land use
 - Load locations by disposal site
- Thematic mapping techniques to distinguish different data by color and/or symbol
- Identify data attributes for a single point of data
- Select one or many points of data
- Calculate operational efficiency statistics such as:
 - Trip turnaround time
 - Trip distance to disposal site (straight line projection sorted by 0 -15 miles, 16 – 30 miles, 31– 60 miles and greater than 61 miles)
 - Average container fill percentage
 - Average Tower Monitor load call
 - Load call trend data (e.g., by Tower Monitor, contractor, subcontractor, driver, etc.)
- Dynamically configure user interface in response to point data selection to limit user authorities
- Multiple data selections generate tabular data reports
- Filter mechanisms to highlight geospatial data
- Control data access using role based security
- User interface and access to underlying system data must be dynamically configured at run time through the presentation of appropriate user credentials
- Manage data ownership
- Provide access based on security role model
- Identify and distribute “owned” transactional datasets to limit internet access to the website data to view only your data
- Prevent distributed data from being reprocessed for billing purposes
- Identify billing data sets based on parameters such as:
 - Time/Date
 - Contractor/Subcontractor
 - Debris type
 - Debris disposal method (haul-in, reduction, open burn, incineration, haul-out, leave in place, etc.)
 - Haul distance
- Route billing data sets via defined and customizable workflow rules
- Approved billing data sets
- Communicate general event status e.g.:
 - Total CY per debris type hauled
 - Total CY hauled to disposal site
 - Total CY hauled by contractor/subcontractor
 - Total CY hauled from work zone/sector
 - Total CY hauled from municipality
 - Total CY hauled from Federal, state and private roads
 - Total CY hauled by each certified vehicle
 - Number of vehicles utilized
 - Number of Roving/Tower Monitor resources assigned
- Manage user roles, responsibilities and passwords
- Prevent modification to original data by unauthorized or unauthenticated users
- Insert audit records into audit tables for all insertions, modifications, and deletions to original data

Field Architecture – The field based system must be characterized by the following general statements of direction with respect to construction, operability, supportability and security. At a minimum, the system must:

- Require user authentication credentials
- Display current version at application start-up
- Synchronize with Greenwich Mean Time (GMT) for all date/time fields
- System must utilize location specific configuration data to initiate a warm start sequence for global positioning system
- System must remain in a ready state by default
- Acknowledge successful card write via display status message
- Create identification structures which utilize encryption technologies
- Employ anti-tamper and anti-tearing methods and technologies
- Where applicable, utilize 3 Data Encryption Standard (DES) technologies to protect data
- Perform validation and checksum (a running production total of cubic yards or appropriate payment capacity) stored on each debris truck's removable media

Back-office Architecture – At a minimum, the back-office applications must be characterized by the following general statements of direction with respect to construction, operability, supportability, and security.

- Utilize relational database technology
- Employ geospatial analysis tools for data visualization
- Enable audit ability for:
 - Data insertion
 - Data modification
 - Data deletion
- Prevent field and row level data deletion
- All access to data must be controlled
- Store certification and other identification data using encrypted relational technology
- Reside in a secure internet environment
- Preserve base transactional data in its original state prior to processing or consolidation with other data

Initial Startup Procedure For Debris Removal – Debris missions are critical to emergency response and the Monitor should be adequately prepared to respond.

Debris Response Services - County Commitment

The County, while performing or facilitating Debris Management Operations, will operate within the guidelines of declarations made and in accordance with applicable state and/or federal reimbursement programs.

The County will prioritize needs, assign services to be performed and establish deadlines for work to be complete. In addition, the County will provide or require:

Planning and Training

Annually, the County shall review operational strategies and schedule planning, training and/or exercises for Debris Management Operations.

Debris Monitoring Operations

The County will identify and evaluate the impact of the post-disaster debris. The County will oversee and prioritize all aspects of Debris Management Operations and the extent of Debris Response, Recovery and Monitoring Services to be provided. Prioritization of the Services will be based on a routes, zones, sectors, sections, quadrants, and/or corridor approach (as opposed to individual site to site).

Authorizations to do work will be provided in written form. If provided verbally, in the field, on the phone, or during a meeting the authorization will then be followed up with an email. Authorizations for work will be monitored and tracked for performance targets.

The County will report to the Monitor issues that require action, including but not limited to, safety concerns, non-compliance, and documentation or reporting requirements.

The County will provide guidance regarding restrictions of work hours (school zones, peak hours, residential zones).

The County may monitor activities with in-house forces or, through the activation of this Contract, provide monitoring services to document all contracted Debris Management Operations. The County may, in its sole discretion, alter the distribution of monitors.

The County, through the activation of this Contract, requires the Monitor to accurately measure and certify capacities of all Contractor and subcontractor trucks and trailers used for the transport of debris. Truck certifications will be maintained by the Monitor until the surrender of records to the County.

The County will provide notification to FWC and appropriate law enforcement agencies as needed regarding abandoned trailers, vehicles, and vessels located in right-of-way or on properties under the County's authority.

The County will ensure the Right-of-Entry form and Hold Harmless Agreements are obtained from any property owners prior to authorizing any work in private rights-of-way or private properties.

The County may authorize the use of electronic debris monitoring provided electronic systems meet the needs of all documentation, invoicing and reporting requirements.

The County will report to the Monitor if completion schedules are not on target.

The County will ensure invoicing is in a format to satisfactorily document the work in accordance with County requirements prior to remitting payment.

The County may offer guidance but shall rely on Monitor to satisfactorily provide invoicing and documentation necessary to ensure eligibility with any applicable state and/or federal reimbursement program requirements.

The County will be responsible for subsequently requesting reimbursement from applicable state and/or federal reimbursement programs.

Invoicing/Payment

Monitor shall provide to the County proper documentation of all Debris Management Operations necessary to ensure reimbursement eligibility to the County from any applicable state and/or federal reimbursement program.

Monitor shall request payment for work completed and accepted by the County by submitting invoices using the pay items and unit prices contained in the Fee Schedule in this Contract. Invoices shall not be submitted for periods of work less than weekly or longer than monthly.

Invoices shall indicate a contract and/or purchase order number, invoice number, invoice date, the period for which work was performed, and quantities and descriptions of work performed along with unit prices and categorized in order according to the Contract's Fee Schedule.

Monitor shall be responsible for the preparation of all invoices in a format acceptable to the County and in accordance with local, state and federal rules, regulations and requirements. Invoices shall include time records and all documentation necessary to support the amounts invoiced. For exempt or salaried personnel, when time sheets or time cards are not used to document hours worked, a daily list identifying who was on staff that day, the task or duty assigned and the total hours applied to the services of the Contract shall be provided and signed by the Monitor's Project Manager. Costs associated with the invoicing of Debris Monitoring Services shall be at the Monitor's expense, no cost to the County.

Costs associated with reconciling invoices, recommending payment or providing reports and documentation for work performed by the Contractor in the performance of Debris Response or Debris Recovery Services shall be paid in accordance to the Contract's Fee Schedule for services rendered.

Revisions to invoices or later invoicing of missed items must clearly indicate the invoice number being revised/modified, the period previously invoiced for which the work was performed, and all other information required for invoicing.

A lump sum retainage of five percent (5%) will be withheld from each invoice. Retainage will be released when all work has been satisfactorily completed and all documentation has been satisfactorily provided as accepted or acknowledged by the County.

Monitor shall clearly include the words "final invoice" on Monitor's final billing to the County. This statement by Monitor shall constitute Monitor's certification that all services have been properly and completely performed by Monitor and all charges and costs have been properly invoiced to the County. Since this account will thereupon be closed, any and all further charges if not properly included on this final invoice shall be deemed waived by the Monitor.

Monitor shall provide the County with Waiver and Final Release of Lien Upon Final Payment forms (certified as originals) from all subcontractors and suppliers when submitting their final invoice. Failure to provide all necessary forms shall delay payment of the final invoice and/or release of retainage held.

The County will review invoices and remit payment compensating for all work specified in this scope and in accordance with the unit prices identified in the Contract's Fee Schedule, less any withholdings or deductions.

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.).

The County may return an invoice from the Monitor and request additional documentation or information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.

It is expressly understood that Monitor's compensation is based upon Monitor's satisfactory completion and delivery of all work product and deliverables in accordance with the Contract. The County reserves the right to pro-rate invoices for services not satisfactorily performed.

Terms of Activation

During Debris Recovery Operations (Phase 4) and for each event, the work shall begin upon notification (activation) and field operations shall continue for no longer than 150 days, unless extended by the County with 10 days written notice.

Ceiling Price

During Debris Recovery Operations (Phase 4) and for each event, the ceiling price (maximum cost) for assigned work shall total no more than \$3,000,000.00 unless otherwise authorized by the County. Without County authorization, Monitor exceeds the ceiling price at its own risk.

Material Breach of the Contract

The County and the Monitor agree a Material Breach of the Contract will have occurred when one or more of the following items are not met:

- The Project Manager fails to be on-site within 48 hours;
- The Monitor fails to provide at least 60% of the total number of initial monitors the County requested;
- The Monitor fails to deploy at least 60% of the total number of additional monitors the County requested;
- The Monitor fails to maintain at least 90% of the total number of deployed monitors until officially released by the County; or
- Monitor fails to complete the work timely (failure to meet deadlines) as required by the County.

If the Monitor commits a Material Breach, the County may withhold any amounts from future payments owed to the Monitor to cover any and all damages caused by the Monitor's Material Breach. If the County elects to withhold future payments, the Monitor shall be obligated to continue to perform under the Contract unless notified to stop work by the County. The foregoing is not an exclusive remedy and the County may exercise any other available remedies and rights.

EXHIBIT B
Fee Schedule

21P-061

Debris Recovery Operations (Phase 4) Debris Monitoring Services

Item #	Description	Unit	Unit Price
1	Planning and Training	per day	N/A
2	Mobilization and Demobilization	N/A	N/A
3	Administrative Support	Per Hour	\$30.00
4	Billing/Invoice Specialist/Analyst	Per Hour	\$52.00
5	Data Entry Clerk (paper load tickets only)	Per Hour	\$0.00
6	Data Manager	Per Hour	\$55.00
7	Environmental Compliance Specialist	Per Hour	\$65.00
8	FEMA/FHWA Coordinator/Consultant	Per Hour	\$95.00
9	Field Supervisors	Per Hour	\$42.00
10	GIS Specialist/Analyst	Per Hour	\$65.00
11	Operations Manager/Coordinator	Per Hour	\$58.00
12	Project Manager	Per Hour	\$70.00
13	Roving & Tower Monitors (including Exit Monitors)	Per Hour	\$33.50
14	Other*:	Per Hour	
15	Other*:	Per Hour	

EXHIBIT C
SUPPLEMENTAL TERMS AND CONDITIONS
21P-061

Debris Recovery Operations (Phase 4) Debris Monitoring Services

- A. **Federal Provisions.** The Parties acknowledge this Agreement is made possible in whole or in part by Federal funds provided by the Federal Emergency Management Agency ("FEMA"). Accordingly, the following clauses from the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance"), Appendix II are incorporated into and form a part of the terms and conditions of this Agreement. The full text of the Uniform Guidance may be found at 2 C.F.R. Part 200. FIRM agrees its performance of this Agreement shall comply with all applicable Federal laws, regulations, executive orders, and FEMA policies, procedures, and directives. The supplemental conditions contained in this Exhibit, if applicable, are intended to cooperate with, to supplement, and to modify the general terms and conditions and other specifications. In case of a conflict with any other section of this Agreement, these Supplemental Terms and Conditions shall govern. FIRM agrees to comply with the following and agrees to flow down all applicable clauses from the Uniform Guidance to lower-tier subcontractors.
- B. **Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200).** FIRM expressly agrees to comply with all applicable provisions of 2 C.F.R. Part 200 and its appendices and same are hereby incorporated by reference and shall have full force and effect.
- C. **Breach, Default, Termination:** COUNTY reserves the right to pursue all available legal, administrative, contractual or equitable remedies in the event of FIRM's breach of contract or violation of any term of this Agreement. As required in 2 C.F.R. Part 200, Appendix II(A), this Agreement addresses all administrative, contractual or legal remedies in instances where FIRM violates or breaches terms of this Agreement, and provides for such sanctions and penalties as appropriate. These provisions may be found in the body of this Agreement at:

SECTION #	SECTION TITLE
Section 11	Public Records Compliance.
Section 15	Default/Termination. Includes termination for convenience and for cause, the manner in which it will be effected, and the basis for settlement, if applicable.
Section 16	Damage to Property.
Section 17	Termination for Loss of Funding/Cancellation for Unappropriated Funds.
Section 19	Employee Eligibility Verification.
Section 23	Scrutinized Companies.
Section 28	County's Right to Withhold Payment.

- D. **Equal Employment Opportunity (41 C.F.R. Part 60):**
1. Except as otherwise provided under 41 CFR Part 60, if this Agreement qualifies as a "federally assisted construction contract" as defined in 41 CFR Part 60-1.3, FIRM agrees to comply with the equal opportunity clause under 41 CFR 60-1.4(b), incorporated herein by reference, and E.O. 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." See 2 C.F.R. Part 200, Appendix II(C).
 2. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as "any agreement or modification thereof between any applicant and a person for construction work which

is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.”

3. The regulation at 41 C.F.R. § 60-1.3 defines “*construction work*” as “the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.”
4. During the performance of this Agreement FIRM agrees as follows:
 - a. FIRM will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. FIRM will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. FIRM agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. FIRM will, in all solicitations or advertisements for employees placed by or on behalf of FIRM, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - c. FIRM will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with FIRM's legal duty to furnish information.
 - d. FIRM will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of FIRM's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - e. FIRM will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - f. FIRM will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - g. In the event of FIRM's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and FIRM may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed

and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- h. FIRM will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs 4(a) through 4(h) of this section in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. FIRM will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event FIRM becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, FIRM may request the United States to enter into such litigation to protect the interests of the United States.
- i. COUNTY further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if COUNTY is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under this Agreement. COUNTY agrees that it will assist and cooperate actively with FEMA and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist FEMA in the discharge of the agency's primary responsibility for securing compliance. COUNTY further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by FEMA or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, COUNTY agrees that if it fails or refuses to comply with these undertakings, FEMA may take any or all of the following actions: cancel, terminate, or suspend in whole or in part the grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to COUNTY under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from COUNTY; and refer the case to the Department of Justice for appropriate legal proceedings.

E. Davis-Bacon Act, as amended and supplemented [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)]:

- 1. Where applicable, all transactions regarding this Agreement shall be done in compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5), as may be applicable.
- 2. In accordance with the Davis-Bacon Act, contractors must pay wages to laborers and mechanics at a rate not less than prevailing wages specified in a wage determination made by the Secretary of Labor.
- 3. In addition, contractors must pay wages not less than once per week.
- 4. If the Davis-Bacon Act applies to this Agreement, COUNTY included in its solicitation a copy of the current prevailing wage determination issued by the Department of Labor and award of this Agreement to FIRM is conditioned upon FIRM's acceptance of the wage determination.
- 5. COUNTY will report all suspected or reported violations of the Davis-Bacon Act to FEMA.

- F. **Copeland "Anti-Kickback" Act [40 U.S.C. § 3145, as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States)]:** Where applicable, all prime construction contracts over \$2,000 are subject to the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "FIRMs and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
1. **FIRM.** FIRM 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 Agreement.
 2. **Subcontracts.** FIRM shall insert in any subcontracts the clause set forth in paragraph (1) of this section and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. FIRM shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
 3. **Breach.** A breach of the contract clauses set forth above in paragraphs (1) and (2) of this section may be grounds for termination of this Agreement, and for debarment as a FIRM and subcontractor as provided in 29 C.F.R. § 5.12.
 4. **COUNTY** shall report all suspected or reported violations to FEMA.
- G. **Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708):** If this Agreement is in an amount over \$100,000 and involves the use of mechanics or laborers, FIRM shall comply with 40 U.S.C. § 3702 and § 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Pursuant to 40 U.S.C. § 3702 of the Act, FIRM shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that FIRM compensates the worker at a rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Pursuant to 40 U.S.C. § 3704, FIRM shall ensure that no laborer or mechanic is required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such work week 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 40 hours in such work week.
 2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section, FIRM and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 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 (1) of this section.
 3. **Withholding for unpaid wages and liquidated damages.** FEMA or 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 any 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 (2) of this section.

4. Subcontracts. FIRM shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. FIRM shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.
- H. **Rights to Inventions Made Under a Contract or Agreement (37 C.F.R. Part 401):** If this Agreement is awarded by COUNTY under a "funding agreement," as defined in 37 C.F.R. § 401.2(a) and COUNTY wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the "funding agreement," COUNTY agrees to comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FEMA.
- I. **Clean Air Act (42 U.S.C. §§ 7401-7671q):** If this Agreement is for an amount over \$150,000:
1. FIRM 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.
 2. FIRM agrees to report each violation to COUNTY and understands and agrees that COUNTY will, in turn, report each violation as required to assure notification to FEMA and the appropriate Environmental Protection Agency ("EPA") Regional Office.
 3. FIRM agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- J. **Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended:** If this Agreement is for an amount over \$150,000:
1. FIRM agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, et seq.
 2. FIRM agrees to report each violation to COUNTY and understands and agrees that COUNTY will, in turn, report each violation as required to assure notification to FEMA and the appropriate EPA Regional Office.
 3. FIRM agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- K. **Debarment and Suspension [Executive Order 12549, "Debarment and Suspension" (1986) and Executive Order 12689, "Debarment and Suspension" (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's Regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension)]:** FIRM agrees:
1. This Agreement is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, FIRM is required to verify that none of FIRM's 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).
 2. FIRM shall comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C and shall include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 3. This certification is a material representation of fact relied upon by COUNTY. If it is later determined that FIRM did not comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C, in addition to remedies available to COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 4. COUNTY's award of this Agreement is conditioned upon FIRM's current and continued eligibility. FIRM is eligible unless FIRM is listed on the government-wide Excluded Parties List System in the System for Award Management ("SAM"), in accordance with the OMB guidelines at 2 C.F.R. Part

180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. If FIRM is listed on the Excluded Parties List System in SAM, FIRM shall have the obligation to promptly inform a COUNTY contract manager, and this Agreement shall be immediately terminated without liability on the part of COUNTY or FEMA.

5. A copy of FIRM's signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion is attached to this Exhibit as **Appendix 1**.

L. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352, as amended):

1. If this Agreement is for an amount over \$100,000, FIRM warrants it filed the required certification prior to award of this Agreement and any payment hereunder. A copy of FIRM's signed Certification Regarding Lobbying is attached to this Exhibit as **Appendix 2**.
2. 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.
3. FIRM shall require such certification and disclosure from any subcontractors used. Any further subcontractors must certify and disclose to the subcontractor awarding the subcontract. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures under this Agreement shall be forwarded up from tier to tier up to COUNTY who will, in turn, forward the certifications to FEMA.

M. Procurement of Recovered Materials (Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, See 2 C.F.R. Part 200, Appendix II(J) and 2 C.F.R. § 200.322): FIRM agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

N. Access to Records (See DHS Standard Terms and Conditions: Version 8.1 (2018) and Section 1225 of the Disaster Recovery Reform Act of 2018):

1. FIRM agrees to provide any Department of the State of Florida, 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 FIRM which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
2. FIRM agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. FIRM agrees to provide any of the foregoing parties access to construction or other work sites pertaining to the work being completed under this Agreement.
4. In compliance with the Disaster Recovery Act of 2018, COUNTY and FIRM acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

O. Changes:

No change, modification, change order, or constructive change under this Agreement, may proceed if its cost is not allowable, allocable, within the scope of COUNTY's grant agreement providing funding for this Agreement, and reasonable for the completion of the Project scope. This Agreement addresses more specifically how, if at all, changes can be made by either Party to alter the method, price, or schedule of the Work without breaching this Agreement at:

SECTION #	TITLE
Section 9	Amendments.

- P. Department of Homeland Security Seal, Logo, and Flags [See DHS Standard Terms and Conditions: Version 8.1 (2018)]:** FIRM 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 pre-approval by FEMA.
- Q. Compliance with Federal Law, Regulations and Executive Orders.** This is an acknowledgement that Federal and/or State financial assistance may be used to fund some or all of this Agreement. FIRM shall comply with all applicable Federal laws, regulations, executive orders, as well as policies, procedures, and directives of FEMA.
- R. No Obligation by Federal Government:** The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to COUNTY, FIRM, or any other party pertaining to any matter resulting from this Agreement. FIRM agrees to hold FEMA and COUNTY harmless against all claims arising out of FIRM's performance of this Agreement to the extent allowed and required by law.
- S. Program Fraud and False or Fraudulent Statements or Related Acts (31 U.S.C. Chap. 38):** FIRM acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to this Agreement.
- T. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 C.F.R. § 200.216):** FIRM must comply with 2 C.F.R. § 200.216, which implements Section 889 of the Fiscal Year (FY) 2019 NDAA (Pub. L. 115-232) and forbids Federal award recipients from using government funds to enter into contracts (or extend or renew them) with entities utilizing covered telecommunications equipment or services even if the contract is not for the purchase of such equipment or services. Covered telecommunications equipment or services is defined as telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); Telecommunications or video surveillance services provided by such entities or using such equipment; Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- U. Domestic Preferences for Procurements (2 C.F.R. § 200.322):** FIRM shall, to the greatest extent practicable, perform this Agreement with 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). The requirements of this section must be included in all subcontracts, including all contracts and purchase orders for work or products under this Agreement.

- V. **Affirmative Steps (2 C.F.R. § 200.321):** FIRM shall take the following six (6) affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms are included in the procurement process:
1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 2. Assuring that small and minority businesses and women's businesses enterprises are solicited whenever they are potential sources;
 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 6. Requiring lower tier contractors to take the affirmative steps listed in paragraphs (1) through (5) of this section in subcontracting.
- W. **Duplicative or Unnecessary Purchase (2 C.F.R. § 200.318):** FIRM shall review procurement requests to avoid duplicative or unnecessary purchases. FIRM shall consider consolidating or breaking out procurements to obtain a more economical purchase. FIRM shall consider lease versus purchase where appropriate.
- X. **Licensure.** FIRM certifies it has a current and valid occupational license/business tax receipt issued for the type of services being performed.
- Y. **Compliance of Reporting Requirements.** FIRM acknowledges that COUNTY has the responsibility for providing required reporting, including financial information, program progress, and real property status in accordance with 2 C.F.R. § 200.327, 2 C.F.R. § 200.328, and 2 C.F.R. § 200.329 on a schedule established by FEMA. FIRM shall not interfere with COUNTY's compliance with this requirement.
- Z. **Energy Policy and Conservation Act (42 U.S.C. § 6201):** FIRM shall comply with all applicable standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).
- AA. **Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 701-707):** FIRM shall comply with the Drug-free Workplace Act of 1988 as may be amended.
- BB. **Never Contract with the Enemy (2 C.F.R. § 200.183):** FIRM must comply with 2 C.F.R. § 200.183, which implements Title VIII, Subtitle E of the FY 2015 NDAA (Pub. L. 113-291), as amended by Sec. 822 of the FY 2020 NDAA (Pub. L. 116-92), and prohibits recipients from providing funds to persons or entities actively opposing United States or coalition forces involved in contingency operations.

ATTACHED TO THIS EXHIBIT		
APPENDIX #	Copy of FIRM's signed Certification Regarding:	TITLE
1		Debarment, Suspension, Ineligibility and Voluntary Exclusion
2		Lobbying

APPENDIX I

Attachment H

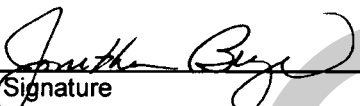
**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

- (1) The prospective subcontractor, Tetra Tech, Inc., of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR

Tetra Tech, Inc.

By: 

Signature

Jonathan Burgiel, Business Unit President

Name and Title

2301 Lucien Way, Suite 120

Street Address

Maitland, FL 32751

City, State, Zip

05/13/2021

Date

Marion County

Sub-Recipient's Name

DEM Contract Number

FEMA Project Number

44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

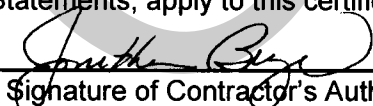
Certification for Contracts, Grants, Loans, and Cooperative Agreements (for agreements exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

The undersigned Contractor hereby certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Jonathan Burgiel, Business Unit President

Typed Name and Title of Contractor's Authorized Official

05/13/2021

Date