



LAKE COUNTY
FLORIDA

August 1, 2016

Mr. Jonathan Burgiel, V.P.
Tetra Tech, Inc.
2301 Lucien Way
Suite 120
Maitland, FL 32751

Subject: Agreement #16-0617 / Disaster Debris Removal Management and Monitoring Services

Dear Mr. Burgiel:

The agreement between Lake County and your firm in support of the subject contract effort has been approved by the Lake County Board of County Commissioners. Enclosed is an executed contract for your records. Mr. David Salinas, Operations Compliance Specialist, Solid Waste Division, shall act as the County's project manager for subsequent project efforts.

If you have any questions regarding the contract itself, or the award process, please contact me at (352) 343-9765 or dvillinis@lakecountyfl.gov.

We look forward to working with you and anticipate our mutual success under this agreement.

Sincerely,

Donna G. Villinis, CPPB
Senior Contracting Officer

Copy: Solid Waste Division (David Salinas)
County Attorney's Office
Contract File

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA, AND
TETRA TECH, INC.
FOR DISASTER DEBRIS REMOVAL MANAGEMENT & MONITORING
RFP #16-0617**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, herein referred to as the COUNTY, by and through its Board of County Commissioners, and Tetra Tech, Inc., a foreign for profit corporation authorized to do business in the State of Florida, its successors and assigns, herein referred to as the CONSULTANT.

WHEREAS, the COUNTY publicly submitted a Request For Proposals (RFP), #16-0617, seeking proposals from firms qualified to provide monitoring services for debris collection and sites, to coordinate and manage all disaster debris management activities, and to furnish potential solutions to Lake County with regard to its debris management plan in accordance with applicable regulations of the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Department of Health (FDH), Natural Resources Conservation Services (NRCS), Lake County Water Authority (LCWA), and the Florida Department of Environmental Protection (FDEP) in conjunction with the County's needs, (herein referred to as the PROJECT); and

WHEREAS, the CONSULTANT desires to perform such services subject to the terms of this Agreement; and

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, premises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein by reference.

Article 2. Purpose

2.1 The purpose of this Agreement is for the CONSULTANT to provide monitoring services for debris collection and sites, to coordinate and manage all disaster debris management activities, and to furnish potential solutions to Lake County with regard to its debris management plan in accordance with applicable regulations of the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Department of Health (FDH), Natural Resources Conservation Services (NRCS), Lake County Water Authority (LCWA), and the Florida Department of Environmental Protection (FDEP) in conjunction with the County's needs.

Article 3. Scope of Professional Services

3.1 On the terms and conditions set forth in this Agreement, the COUNTY hereby engages the CONSULTANT to perform the services set forth herein in **Attachment A**, known as the Scope of Services, attached hereto and incorporated herein by reference. The CONSULTANT shall be governed by the Fee Schedule set forth in **Attachment B**, attached hereto and incorporated herein by reference, unless such schedule is amended by mutual, written agreement of each party's project manager.

3.2 This Agreement shall commence on the first calendar day of the month succeeding its approval by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the COUNTY's Office of Procurement Services; and contingent upon the completion and submittal of all required pre-award documents. The initial term shall be from the date of award through January 31, 2019, and then this Agreement will remain in effect until completion of the expressed and/or implied warranty period. The CONSULTANT shall maintain, for the entirety of this Agreement, if any, the same prices, terms, and conditions included within this Agreement.

3.3 The COUNTY shall have the option to renew this Agreement for two (2) additional one (1) year period(s). Prior to the completion of each exercised term of this contract, the CONSULTANT shall be notified in writing of the COUNTY's intent to renew. At that time, the COUNTY may consider an adjustment to price(s) based on changes as published by the U.S. Department of Labor, Bureau of Labor Statistics (www.bls.gov). It is the CONSULTANT's responsibility to request any pricing adjustment in writing under this provision. The CONSULTANT's written request for adjustment should be submitted at least thirty (30) calendar days prior to expiration of the then current contract term. The CONSULTANT's adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received from the CONSULTANT, the COUNTY will assume that the CONSULTANT has agreed that the optional term may be exercised without a pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

The COUNTY reserves the right to reject any written price adjustments submitted by the CONSULTANT and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of this Agreement beyond the initial period, and any option subsequently exercised, is a COUNTY prerogative, and not a right of the CONSULTANT. This prerogative will be exercised only when such continuation is clearly in the best interest of the COUNTY.

3.4 The CONSULTANT shall coordinate and work with any other consultants retained by the COUNTY. The CONSULTANT acknowledges that nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

3.5 The CONSULTANT shall not enter upon private property for any purpose without obtaining permission and shall be responsible for the preservation of all public and private property, along and adjacent to the work site and shall use every precaution necessary to prevent damage or injury thereto. When or where any direct or indirect damage or injury is done to public or private property by or on account of the work hereunder, or in consequence of the non-execution thereof on the part of the CONSULTANT, the CONSULTANT shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done. If the CONSULTANT fails to restore such damaged or injured property, the COUNTY may make such repairs as are necessary and deduct the cost of such repairs from the contract balance.

Article 4. Payment

4.1 Payment shall be made in accordance with the Fee Schedule as attached in **Attachment B**. This is an indefinite quantity contract with no guarantee services will be required. There is no guaranteed minimum

or maximum dollar amount or volume to be expended. A copy of the COUNTY's Purchasing Policy and Procedures shall be made available to the CONSULTANT upon request.

4.2 The CONSULTANT shall submit monthly invoices by the tenth (10th) calendar day of each month. These invoices shall be submitted to the COUNTY user department(s) that requested the service through a purchase order. The invoices shall be itemized and reflect the type of service provided to the COUNTY in the prior month.

4.3 The COUNTY shall make payment on all invoices in accordance with the Florida Prompt Payment Act, sections 218.70 through 218.79, Florida Statutes.

4.4 Other than the common expenses, travel expenses, administrative and technical support expenses and computer expenses, if any, shall be paid as set forth in **Attachment B**, attached hereto and incorporated herein by reference. The CONSULTANT shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder.

4.5 In the event a specific project is to be funded by federal, state, or other local agency monies, the CONSULTANT hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including receiving no payment until all required forms are completed and submitted. A copy of the requirements shall be supplied to the CONSULTANT by the COUNTY.

Article 5. County Responsibilities

5.1 The COUNTY shall promptly review the deliverables and other materials submitted by the CONSULTANT and provide direction to the CONSULTANT as needed. The COUNTY shall designate one County staff member to act as COUNTY's Project Coordinator.

5.2 The COUNTY shall reimburse CONSULTANT, in accordance with the Fee Schedule listed in Article 4 above for required services timely submitted and approved and accepted by COUNTY in accordance with the terms of this Agreement.

5.3 The COUNTY will provide to the CONSULTANT all necessary and available data, photos and documents the COUNTY possesses that would be useful to the CONSULTANT in the completion of the required services.

Article 6. Consultant's Responsibilities

6.1 The CONSULTANT shall perform the work described in the Scope of Services and the Scope of Work, attached and incorporated by reference herein as **Attachment A**.

6.2 The CONSULTANT shall assign the project personnel proposed in its submittal to the COUNTY's Request for Proposals (RFP) to fulfill this Scope of Services unless the COUNTY agrees to substitutions.

6.3 The CONSULTANT shall coordinate and lead all meetings necessary to accomplish Scope of Services. Preparation of all agendas, advertising, meeting minutes and sign-in sheets as necessary.

6.4 The CONSULTANT shall manage all sub-consultants to fulfill this Scope of Services.

6.5 The CONSULTANT shall provide all deliverables in format(s) as specified by the COUNTY.

6.6 The CONSULTANT shall provide any requested progress or status reports necessary for grant administration.

Article 7. Special Terms and Conditions

7.1 Qualifications. All firms or individuals will be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required by the statutes to perform the work required under this Agreement.

7.2 Termination. The COUNTY reserves the right to terminate this contract, in part, or in whole, or affect other appropriate remedy in the event the CONSULTANT fails to perform in accordance with the terms and conditions stated herein. The COUNTY further reserves the right to suspend or debar the CONSULTANT in accordance with County ordinances, resolutions, and/or administrative orders. The CONSULTANT will be notified by a written letter of the COUNTY's intent to terminate with a fifteen (15) days' notice and an appropriate time period to cure any such breach. In the event of termination for default, the COUNTY may procure the required goods and/or services from any source and use any method deemed in its best interest.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required advance written notice, the COUNTY shall reimburse the CONSULTANT for actual work satisfactorily completed.

B. Termination for Cause. Termination by COUNTY for cause, default, or negligence on the part of the CONSULTANT shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the CONSULTANT shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this Agreement.

7.3 Subletting of Contract. This Agreement shall not be sublet except with the written consent of the COUNTY's Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the subcontract or subjecting the COUNTY to liability of any kind to any subcontractor. No subcontract shall under any circumstances relieve the CONSULTANT of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONSULTANT.

7.4 Indemnity. The CONSULTANT agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify and hold harmless the COUNTY, and its officers and employees, from 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 the CONSULTANT and other persons employed or utilized by the professional in the performance of the contract.

7.5 Independent Contractor. The CONSULTANT agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. The CONSULTANT shall have no authority to contract for or bind the COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY. Additionally, the CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation,

individual, or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

7.6 Ownership of Deliverables. The CONSULTANT agrees all Tasks and/or deliverables under this Agreement, and other data generated or developed by the CONSULTANT under this Agreement or furnished by the COUNTY to the CONSULTANT shall be and remain the property of the COUNTY, including any applicable copyrights. The CONSULTANT shall perform any acts that may be deemed necessary or desirable by the COUNTY to evidence more fully transfer of ownership of all Tasks and/or deliverables to the COUNTY. Additionally, the CONSULTANT hereby represents and warrants that it has full right and authority to perform its obligations specified in this Agreement.

7.7 Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, the CONSULTANT shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to the CONSULTANT by the COUNTY pursuant to this Agreement.

7.8 NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE COUNTY BY REASON OF ANY DELAYS. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work shall relieve the CONSULTANT of his duty to perform or give rise to any right to damages or additional compensation from the COUNTY. The CONSULTANT expressly acknowledges and agrees that the CONSULTANT shall receive no damages for delay. However, this provision shall not preclude recovery or damages by the CONSULTANT for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY. Otherwise, CONSULTANT shall be entitled to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above. Should the CONSULTANT be obstructed or delayed in the prosecution of or completion of the work as a result of unforeseeable causes beyond the control of the CONSULTANT, the CONSULTANT shall notify the COUNTY in writing within two (2) regular work days after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the CONSULTANT may have had to request a time extension.

7.9 Retaining Other Consultants. Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

7.10 Accuracy. The CONSULTANT is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The CONSULTANT shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, reports or other services.

7.11 Codes and Regulations. All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances.

7.12 Truth in Negotiation Certificate. For all lump-sum or cost-plus fixed fee contracts exceeding One Hundred Ninety Five Thousand dollars (\$195,000.00), the firm awarded the contract must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. Any contract requiring this certificate shall contain a provision that the original contract price and any additions shall be adjusted to exclude any significant sums by which the COUNTY determines the contract price was increased due to inaccurate, incomplete, or non-current wage

rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract. By executing this Agreement, the CONSULTANT has executed this certificate.

7.13 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

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

7.15 Right to Audit. The County reserves the right to require the CONSULTANT to submit to an audit by any auditor of the COUNTY'S choosing. The CONSULTANT shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The CONSULTANT shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. The CONSULTANT agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

7.16 Public Records/Copyrights.

A. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the CONSULTANT for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONSULTANT'S office or facility. The CONSULTANT shall maintain the files and papers for not less than five (5) complete calendar years after the Project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of this Agreement, the CONSULTANT shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the Contracting Officer.

B. Any copyright derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY'S use which may include publishing in the COUNTY documents and distribution as the COUNTY deems to be in the COUNTY'S best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

C. Pursuant to Section 119.0701, Florida Statutes, the CONSULTANT shall comply with the Florida Public Records' laws, and shall:

1. Keep and maintain public records required by the COUNTY to perform the services identified herein.

2. Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to COUNTY.
4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT or keep and maintain public records required by the COUNTY to perform the service. If the CONSULTANT transfers all public records to the COUNTY upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY PROCUREMENT SERVICES, 352-343-9839, 315 W. MAIN STREET, TAVARES, FLORIDA 32778, dvillinis@lakecountyfl.gov.

7.17 Insurance. The CONSULTANT shall provide and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring CONSULTANT against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the CONSULTANT under the terms and provisions of this Agreement. The CONSULTANT is responsible for timely provision of certificate(s) of insurance to the COUNTY at the certificate holder address evidencing conformance with the requirements under this Agreement at all times throughout the term of the Agreement.

Such policies of insurance, and confirming certificates of insurance, shall insure the CONSULTANT in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000

Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the CONSULTANT must provide a notarized statement that if he or she is injured; he or she will not hold the COUNTY responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the COUNTY of any change, cancellation, or nonrenewal of the provided insurance. It is the CONSULTANT's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

If it is not possible for the CONSULTANT to certify compliance, on the certificate of insurance, with all of the above requirements, then the CONSULTANT is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificate(s) of insurance shall identify the applicable solicitation number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND
THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the COUNTY.

The CONSULTANT shall be responsible for subconsultants and their insurance. Subconsultants are to provide certificates of insurance to the CONSULTANT evidencing coverage and terms in accordance with the CONSULTANT's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions or the CONSULTANT or subconsultant shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The COUNTY shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the CONSULTANT and/or subconsultant providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of this Agreement for default.

Neither approval by the COUNTY of any insurance supplied by the CONSULTANT or Subconsultant(s), nor a failure to disapprove that insurance, shall relieve the CONSULTANT or Subconsultant(s) of full responsibility for liability, damages, and accidents as set forth herein.

7.18 Federal and/or State Clauses, Terms, and Conditions.

A. Use of the Federal E-Verify System

The CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

1. All persons employed by the vendor during the term of the contract to perform employment duties within Lake County; and
2. All persons, including subcontractors, assigned by the vendor to perform work pursuant to the contract.

B. Employment of State Residents:

The CONSULTANT shall give preference to the employment of state residents in the performance of the work on the project if state residents have substantially equal qualifications to those of nonresidents. The term "substantially equal qualifications" refers to a situation wherein the CONSULTANT cannot make a reasonable determination that the qualifications held by one person are better than the qualifications of another person. The CONSULTANT must contact the Department of Economic Opportunity to post its employment needs in the state's job bank system. However, in work involving the expenditure of federal aid funds, this section may not be enforced in such a manner as to conflict with or be contrary to federal law prescribing a labor preference to honorably discharged soldiers, sailors, or marines, or prohibiting as unlawful any other preference or discrimination among the citizens of the United States.

C. Indemnification:

The CONSULTANT shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents, or employees from all suits, actions, claims, demands,

liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the CONSULTANT, its officers, agents or employees.

7.19 Conflict of Interest. The CONSULTANT hereby certifies that no officer, agent, or employee of the COUNTY has any material interest, as defined in Chapter 112, Florida Statutes, either directly or indirectly in the CONSULTANT as a business entity, and that no such person shall have any such interest at any time during the term of this Agreement unless approved in writing by the COUNTY upon consultation with its attorney.

7.20 Key Personnel. The CONSULTANT agrees that each person listed or referenced in the qualifications package shall be available to perform the services described herein for the COUNTY barring illness, accident, or other unforeseeable events of a similar nature in which case the CONSULTANT must be able to promptly provide a qualified replacement. In the event the CONSULTANT desires to substitute personnel, the CONSULTANT shall propose a person with equal or higher qualifications and each replacement person is subject to prior written approval of the COUNTY. In the event the requested substitute is not satisfactory to the COUNTY and the matter cannot be resolved to the satisfaction of the COUNTY, the COUNTY reserves the right to terminate this Agreement.

7.21 Grant Funding. In the event any part of this Agreement is to be funded by federal, state, or other local agency monies, the CONSULTANT hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. The CONSULTANT shall furthermore comply with all required Federal provisions for Emergency Relief Program Debris Monitoring Agreements, attached and incorporated by reference herein as **Attachment C**. Payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of the CONSULTANT pursuant to the grant funding requirements.

7.22 Tobacco Products. Due to the acknowledged hazards arising from exposure to tobacco products, and to protect the public and employees' health, safety, comfort and environment, tobacco use is prohibited on any COUNTY owned building and property. Tobacco products include both smoking and smokeless tobacco.

7.23 Certificate of Competency/Licensure, Permits, and Fees. The CONSULTANT shall, at all times during the term of this Agreement, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying all persons, firms, corporations or joint ventures performing the work described herein. If work for other trades is required in conjunction with this Agreement and will be performed by a sub-contractor(s) or vendor(s) hired by the CONSULTANT, an applicable Certificate of Competency/license issued to the sub-contractor(s)/hired vendor(s) shall be submitted by the CONSULTANT to the COUNTY prior to beginning the relevant work; provided, however, that the COUNTY may at its option and in its best interest allow the CONSULTANT to supply the subcontractor(s)/hired vendor(s) certificate/license to the COUNTY during the pendency of the work being performed. The CONSULTANT is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for this Project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated herein. Damages, penalties, and/or fines imposed on the COUNTY or the CONSULTANT for failure to obtain required licenses, permits, inspection or other fees, or inspections shall be borne by the CONSULTANT.

7.24 Protection of Property. All existing structures, utilities, services, roads, trees, shrubbery, and property in which the COUNTY has an interest shall be protected against damage or interrupted services at all times by the vendor during the term of this Agreement, and the CONSULTANT shall be held responsible

for repairing or replacing property to the satisfaction of the COUNTY which is damaged by reason of the CONSULTANT's operation on the property. In the event the CONSULTANT fails to comply with these requirements, the COUNTY reserves the right to secure the required services and charge the costs of such services back to the vendor.

7.25 Omission from the Specifications. The apparent silence of this specification and any addendum regarding any details, or the omission from the specification of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

7.26 On Site Project Manager. The CONSULTANT shall appoint a specific project manager for the overall coordination and communication with the COUNTY. If the assigned project manager cannot be located on-site at all times, the CONSULTANT will assign a competent on-site operations manager who shall remain on the jobsite at all times during the progress of the work. The term "competent" includes the ability to clearly communicate, orally and in writing, in English. The on-site manager shall be the primary representative under this Agreement for the CONSULTANT. All authorized communications given to the on-site manager by the COUNTY, and all contract-related decisions made by the on-site manager, shall be binding to the CONSULTANT. The on-site manager shall be considered to be, at all times, an employee of the CONSULTANT under its sole direction and not an employee or agent of the COUNTY.

7.27 Other Entities. It is hereby agreed and understood that, with the consent of the CONSULTANT, other agencies may utilize this Agreement. Such requests for service shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name and that other agencies that "piggy-back" this Agreement shall be invoiced directly.

7.28 Special Notice Regarding Federal and/or State Requirements. This purchase action is being supported in whole or in part by Federal and/or State funding. Therefore, this Agreement includes provisions related to various specific federal and/or state requirements. All such clauses shall be considered and treated as "flow-down" clauses that shall be considered applicable to any prime contract and any subcontract associated with performance under this Agreement. Detailed review of all terms and conditions included in this Agreement is strongly encouraged to ensure that full compliance with all contractual requirements is considered throughout performance under this Agreement at prime contractor and subcontractor levels.

7.29 Toxic Substances/Federal "Right To Know" Regulations. The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) and the Florida "Right-to-Know" Law requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

Accordingly, the CONSULTANT shall be required to provide two (2) complete sets of Material Safety Data Sheets to **each** User Department utilizing the awarded products. This information should be provided at the time when the initial delivery is made, on a department-by-department basis. Any time the content of an MSDS is revised, the CONSULTANT shall promptly provide a new MSDS to the COUNTY which includes the new information relevant to the specific material.

7.30 Training. Upon request, the CONSULTANT shall provide an intensive training program to COUNTY personnel regarding the services supplied by the firm in conjunction with this Agreement. The CONSULTANT shall bear all costs of registration fees and manuals and texts, or other instructional

materials associated with the required training.

Article 8. Miscellaneous Provisions

8.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

8.2 Neither party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

8.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

8.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

8.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

8.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

8.7 During the term of this Agreement the CONSULTANT assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONSULTANT does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against CONSULTANT employees or applicants for employment. The CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

8.8 The CONSULTANT shall at all times comply with all Federal, State and local laws, rules and regulations.

8.9 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

8.10 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONSULTANT:
Jonathan Burgiel, Vice President
2301 Lucien Way, Ste. 120
Maitland, Florida 32751

If to COUNTY:
County Manager
Lake County Administration Bldg.
Post Office Box 7800
Tavares, Florida 32778-7800

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 9. Scope of Agreement

9.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

9.2 This Agreement contains the following Attachments:

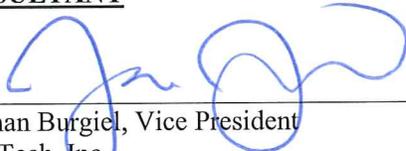
Attachment A	Scope of Services
Attachment B	Fee Schedules
Attachment C	Required Federal provisions for Emergency Relief Program Debris Monitoring Agreements

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Agreement between Lake County, Florida and Tetra Tech, Inc., for Disaster Debris Removal and Monitoring; RFP #16-0671

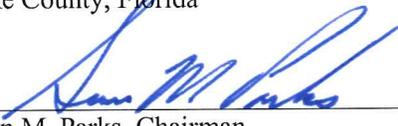
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chair and by CONSULTANT through its duly authorized representative.

CONSULTANT



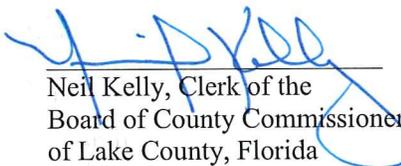
Jonathan Burgiel, Vice President
Tetra Tech, Inc.
License Numbers: GB61 & AA26002441
This 20th day of June, 2016.

COUNTY

Lake County, Florida


Sean M. Parks, Chairman
This 26th day of July, 2016

ATTEST:



Neil Kelly, Clerk of the
Board of County Commissioners
of Lake County, Florida

Approved as to form and legality:



Melanie Marsh, County Attorney

ATTACHMENT A

SCOPE OF SERVICES

The purpose of this Agreement is to retain a qualified consultant to provide monitoring services for debris collection and debris management sites, to coordinate and manage all disaster debris management activities, and to furnish potential solutions to Lake County with regard to its debris management plan in accordance with applicable regulations of the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Department of Health (FDH), Natural Resources Conservation Services (NRCS), Lake County Water Authority (LCWA), and the Florida Department of Environmental Protection (FDEP) in conjunction with the County's needs.

To the best of its abilities, the CONSULTANT shall be cognizant of, and ensure that the most current Federal, state, and local regulations and requirements are being followed in the performance of work under the contract.

This is an indefinite quantity contract with no guarantee services will be required. There is no guaranteed minimum or maximum dollar amount or volume to be expended on any contract(s) resulting from this solicitation.

The CONSULTANT shall be responsible for the overall monitoring of debris removal and collection. This includes monitoring the progress of debris removal contractor(s) and recovery contractor(s), and suggesting/implementing recommendations to improve efficiency and to speed up recovery work. The CONSULTANT may also be involved in the selection of debris hauler(s). The CONSULTANT shall coordinate with the disaster debris contractor to devise a collection routing plan that insures a well-managed, organized approach to debris collection. The CONSULTANT shall also recommend the routing plan for approval by the COUNTY; only COUNTY township maps will be used for all debris planning and logistics. Depending on the impact of events in Lake County, the consultant may be required to provide trained and qualified individuals for Planning, Logistics, Recovery and Operations Sections in the County Emergency Operations Center and select Emergency Support Function staff.

Deployment

The CONSULTANT must be prepared to deploy debris monitors within twenty-four (24) hours of the notice to proceed issued by the COUNTY. When additional debris monitoring is needed to meet requirements of the monitoring contract, consultant shall be prepared to increase the number of debris monitors for the COUNTY to use as needed.

Pre-Event Requirements

Services to be provided by the CONSULTANT pre-event, include but are not limited to:

- Provide assistance in preparation for disasters through participation in meetings and workshops, and the establishment of data management and other integrated systems.
- Provide full-time COUNTY personnel with a half-day debris management training session. The training program must, at a minimum, meet the training requirement for debris monitors as outlined by current FEMA debris management guidance.
- Participate in annual workshops or planning meetings with COUNTY representative(s) and debris hauling and disposal contractor(s) to establish/review applicable policies and procedures.

Post-Event Requirements

Services to be provided by the CONSULTANT post-event, include but are not limited to:

- Assist with load inspections for disaster debris cleanup being performed by one or more debris hauling and disposal contractors or COUNTY agencies.
- Supply sufficient number of trained debris monitors and trained field supervisors to accommodate the volume of debris to be removed at loading sites and debris management sites or final disposal sites.
- Supply one field supervisor to oversee no more than ten (10) loading and tower/site debris monitors.
- Remove and replace employees immediately upon notice from the COUNTY Project Manager for conduct or actions not in keeping with this contract.
- An independent temporary field office for the monitoring staff shall be provided by the consultant. The office shall include telephone, computer, copier and fax. Designated parking spaces at the office location for the monitoring staff shall be required. All COUNTY parking spaces are reserved for COUNTY personnel only.

Personnel Requirements and Responsibilities

On-Site Project Manager

The CONSULTANT shall appoint a specific project manager for the overall coordination and communication with the COUNTY. If the assigned project manager cannot be located on-site at all times, the CONSULTANT will assign a competent on-site operations manager who shall remain on the jobsite at all times during the progress of the work. The term “competent” includes the ability to clearly communicate, orally and in writing, in English. The on-site manager shall be the primary representative under this Agreement for the CONSULTANT. All authorized communications given to the on-site manager by the COUNTY, and all contract-related decisions made by the on-site manager, shall be binding to the CONSULTANT. The on-site manager shall be considered to be, at all times, an employee of the CONSULTANT under its sole direction and not an employee or agent of the COUNTY.

Examples of project management/process oversight tasks to be provided under this Agreement include but are not limited to:

- Assist the COUNTY with permit applications and coordination with environmental agencies, including the environmental permitting of the Debris Management Sites and/or the Temporary Debris Management Sites.
- Assist the COUNTY with any required pre- or post- groundwater sampling.
- Monitor contractors’ compliance to permit requirements and address any noncompliance issues.
- Review and validate debris removal contractor invoices prior to submission to the COUNTY.
- Coordinating daily briefings, work progress, staff, and other key items with the COUNTY.
- Assisting with scheduling, dispatching, and logistical operations of the field inspectors assigned to work areas of disaster debris clean-up.
- Hiring, training, deploying and supervising inspectors.
- Establishing daily schedules for the inspectors.

- Monitoring and recording the measurement (cubic yards) of each vehicle in service.
- Determining vehicle monitoring assignments and providing the necessary vehicle decals for debris collection vehicles for identification and tracking purposes. Decals shall be large enough to accommodate a minimum of four inch (4”) high letters and shall be placed in a visible location for tower monitoring.
- Tracking and coordinating with COUNTY personnel to respond to problems in the field, including citizen complaints, related to commercial and/or residential property damage claims as a result of debris removal.
- Conducting end of day duties and verifying all vehicles have left the disposal site at the specified time established by the COUNTY.
- Record the streets and locations where debris was collected. Maps shall be posted daily in a central location at the COUNTY and updated by 10:00 a.m. each business day of the progress from the previous day(s) worked.
- Schedule work for all team members and contractors on a daily basis.
- Scheduling and managing field staff.
- Conduct all safety inspections on a regular, predetermined and random basis. Ensure the appropriate frequency of oversight is performed for all work crews, vehicles, and locations.
- Scheduling and conducting periodic meetings with field staff and contractors.
- Monitor contract(s) for compliance by the debris removal contractor(s).
- Respond to and document issues concerning complaints, damages, accidents or incidents involving debris contractors as a result of debris removal operations on both public and private property.
- Address any environmental concerns, including any violations of the FDEP’s debris site conditions guidelines; oversee operations to correct to the satisfaction of FDEP.

Debris Monitoring Field Supervisor

The CONSULTANT will provide one (1) Debris Monitoring Field Supervisor for no more than ten (10) debris loading site debris monitors.

Services to be performed by the Debris Monitoring Field Supervisor(s) include, but are not limited to:

- Overseeing and supervising loading site and disposal site debris monitoring activities
- Scheduling debris monitoring resources and deployment timing
- Communicating and coordinating with COUNTY personnel
- Providing suggestions to improve the efficiency of collection and removal of debris
- Coordinating daily activities and future planning
- Remaining in contact with debris management/dispatch center or supervisor
- Identifying, addressing, and troubleshooting any questions or problems that could affect work area safety and eligibility
- Supervising the accurate measurement of load hauling compartments and accurately computing volume capacity in cubic yards (CY)
- Documenting and recording measurements and computations
- Documenting truck hauling compartment condition using digital photographs
- Preparing a master log book of all hauling equipment used by the COUNTY’s debris removal contractor(s)
- Compiling, reconciling, and documenting daily, in an electronic spreadsheet format, all eligible debris hauled by the debris removal contractor(s)

Debris Monitors

The CONSULTANT will provide trained debris monitoring personnel to oversee the loading of eligible debris at collection sites and verification of load capacity and documentation at designated temporary debris management or final disposal sites.

Specific services for each type of Debris Monitors include, but are not limited to the following:

Debris Loading Site Monitors

Debris Loading Site Monitors will perform on-site, street-level debris monitoring at all contractor loading sites to verify debris eligibility based on the monitoring contract's requirements and initiate debris removal documentation using load tickets.

Debris Tower/Site Monitors

Debris Tower/Site Monitors will verify estimated quantities of eligible debris hauled by contractor trucks and documented on load tickets.

Services include, but are not limited to:

- Providing trained debris monitoring personnel to accurately measure load hauling compartments and accurately compute volume capacity in CY for all contractor trucks and trailers prior to commencement of debris hauling operations
- Documenting measurements and computations
- Completing record of contract haulers' cubic yardage and other recordkeeping as needed on the load ticket
- Initialing each load ticket before permitting trucks to proceed from the check-in area to the tipping area
- Remaining in regular contact with debris management/dispatch center or field supervisor
- Performing other duties as directed by the dispatch/staging operation, debris management project manager, or other designated personnel

Clerical/Data Entry Supervisor

CONSULTANT will provide a clerical/data entry supervisor to coordinate data entry and information management system.

Services include, but are not limited to:

- Supervising the preparation of detailed estimates and submitting them to the COUNTY debris manager
- Implementing and maintaining a disaster debris management system linking the load ticket and debris management site information, including reconciliation and photographic documentation processes
- Providing daily, weekly, or other periodic reports for the COUNTY Project Manager noting work progress and efficiency, current/revised estimates, project completion, and other schedule forecasts/updates

Clerical Staff/Data Entry Clerk

CONSULTANT will provide clerical staff/data entry clerk(s) as required to enter load ticket information into the contractor's information management systems and to respond to specific directions from the data entry supervisor.

Collection Monitoring

In order to obtain FEMA or FHWA reimbursement, all loads must be monitored in the field by collection monitors. The CONSULTANT shall establish an accurate and complete load ticket process and provide collection monitors-staff to record required FEMA or FHWA data. The CONSULTANT shall train collection monitors to assure proper FEMA or FHWA documentation protocol requirements are instituted and followed.

The CONSULTANT shall provide a field quality control team consisting of one monitor per recovery crew and at least one field supervisor for every seven monitors unless otherwise approved by the County. Should the CONSULTANT wish to utilize less than the specified field staffing, a detailed plan should be submitted to the COUNTY for review. This plan should outline areas for such a reduction of staff as well as a description of how recovery crews shall be monitored to meet FEMA or FHWA guidelines and provide adequate fraud protection for the COUNTY. Upon submission of this plan, the COUNTY will review the plan with FEMA or FHWA and provide an approval or denial of this request. This team will monitor the recovery contracts for contract compliance, efficiency and regulatory compliance. The team shall provide daily feedback to the COUNTY through their management team. All field team members shall be equipped with the state-of-the-art technology, which shall include cameras, computers, communication devices, and other equipment as deemed necessary and/or appropriate.

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

- 1) Verification that all debris picked up is a direct result of the disaster.
- 2) Verification that the contractor is working in their assigned contract areas.
- 3) Stopping work in progress that is not being performed or documented in the appropriate manner. Such work should be noted for nonpayment.
- 4) Inspecting work in progress to ensure that removal efforts include debris of the proper type in the proper areas.
- 5) Ensuring compliance with contracts by all subcontractors.
- 6) Maintain all photo documentation of recovery work on a daily basis. All photos presented shall show the description in detail of hanger, stumps and leaner removal. The team shall photograph every stump and leaner removed as well as a random sample of hanger removal activities.
- 7) Ensure that contractor is working in compliance with all federal, state, local safety regulations appropriate for the task being performed.

Load Tickets Process Development

The CONSULTANT shall establish a load ticket process and forms to be provided to collection monitor staff for recording of FEMA or FHWA data. Load tickets should consist of multiple copied pages. The CONSULTANT shall retain original completed tickets on behalf of the COUNTY. Additionally, the CONSULTANT, vehicle driver, subcontractor, and the contractor shall also receive copies of completed load tickets. Original tickets retained by the CONSULTANT on behalf of the COUNTY shall be turned over to the COUNTY upon completion of the Project.

If the CONSULTANT wishes to use an automated load ticket or automated reporting system, the CONSULTANT shall be responsible for verifying the system is acceptable by all Federal agencies involved in the reimbursements, and for supplying all hardware and software needed for the system.

Load tickets shall include the following information, at a minimum:

- a. Date
- b. Time
- c. Designation of "Push", first pass, second pass and subsequent passes
- d. Map Page (Debris Zone) Section Number
- e. Complete Street Address of Closest Property
- f. Nearest Cross Streets Type of Debris Vehicle number Percent of volume full
- g. Driver name (printed) and signature
- h. Field monitor's name (printed) and signature
- i. Name of sub-contractor
- j. Tower monitor's name (printed) and signature

Disposal Site Monitoring

All debris collected and disposed of and certification of collection vehicles must be monitored and documented by the disposal site monitors.

The CONSULTANT shall provide disposal site monitors and spotters to observe unloading operation at the COUNTY's designated disposal sites. A minimum of two disposal site monitors are required per debris site. These staff members in conjunction with the project management team shall coordinate the logistics of the disposal site to ensure efficient traffic flow and proper handling of load tickets that record FEMA or FHWA data (such as vehicle fullness, type of waste, etc.). The CONSULTANT shall observe all vehicles entering and exiting the disposal site, ensuring all vehicles are in good repair and safe with secure side boards and have a tailgate. No vehicles will be allowed to enter the disposal site without a tailgate. Disposal site monitors shall also provide verification that all debris reduction and disposal sites have access control and security. Any household hazardous waste and e-waste items shall be collected at the curbside by the COUNTY's Household Hazardous Waste Contractor through the FEMA/FHWA certification process and tracking system.

The CONSULTANT shall, through the disposal site monitoring effort, measure each vehicle that will be picking up debris for volume and certify its capacity. This vehicle shall be monitored to determine fullness, type of waste, and point of origin. This certification process includes developing certification forms and documents to accurately measure the cubic yard volume to the nearest cubic yard of each vehicle. These forms shall show at a minimum the following

- a. Length
- b. Width
- c. Depth
- d. Gross volume in cubic yards
- e. Reduction areas such as wheel wells to reduce volume areas in cubic yards
- f. Net volume in cubic yards
- g. Tag number of vehicle
- h. Company vehicle number
- i. Driver of vehicle name (printed) and signature
- j. Disposal site monitor name (printed) and signature certifying vehicle
- k. Date

All debris hauling vehicles shall be certified prior to performing debris removal. The disposal monitor shall complete a certification on each vehicle. In addition to certifying the vehicle with the forms, photographs shall be taken of each vehicle showing the vehicle number and type of vehicle. These photographs shall be attached with the certification. Original copies of these certifications including photographs shall be retained by the consultant on behalf of the COUNTY (to be returned to the COUNTY upon project completion). Additional copies shall be provided to the debris removal contractor, the vehicle driver, and

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

When a debris site monitor signs a vehicle certification or load ticket, he or she is certifying that ALL information on the document is completed and the volumes/measurements are correct. The debris site monitor should not sign or accept any partially completed information. Only completed tickets signed by a debris monitor will be paid by the COUNTY. Debris site monitor (s) shall verify, or calibrate, his or her debris removal vehicle load determinations with the FEMA or FHWA tower monitors on a daily basis. Disposal site monitors are expected to provide volume determination consistent with FEMA or FHWA.

Examples of disposal site monitoring tasks include but are not limited to:

- 1) Monitoring type of waste prior to entering disposal site.
- 2) Ensure type of waste is disposed in proper location.
- 3) Estimate the volume of loads on percentage basis of debris collection vehicles.
- 4) Performing vehicle certifications.
- 5) Ensuring the safety and security of the disposal site.
- 6) Certifying the completeness of all load tickets that enter into the disposal site.
- 7) Ensure only empty vehicles leave the disposal site.

Public Information Assistance

The CONSULTANT shall provide regular status updates to the COUNTY for public information use.

The CONSULTANT shall provide a minimum of two staff members to assist with public telephone inquiries and complaints. These staff members shall log all customer calls and maintain a status log toward the resolution of each call. This public information team shall log all damage complaints concerning the debris removal contractor(s) separately. These damage complaints shall be forwarded to project management team to be resolved with the contractor. A weekly log of such complaints and their resolution shall be provided to the COUNTY.

The CONSULTANT shall provide the COUNTY and the debris contractor with daily updates on the quantities of debris collected. Each daily report shall contain the following:

- a. Contractor name
- b. Contract number
- c. FEMA/FHWA qualification
- d. Reports and graphs to delineate production rates of crews and their equipment, progress by area and estimations of total quantities remaining, estimated time to completion, and daily cumulative cubic yards of debris removed, processed, and hauled.

This report is due no later than 10:00 a.m. the following business day or as requested by the COUNTY. The CONSULTANT shall provide, weekly, a colored collection status map, electronically prepared. This map shall show areas currently collected as well as areas to be collected for the upcoming week. The map is due to the County by 12:00 p.m. noon every Monday. Maps shall be provided in various sizes and quantities as determined by the COUNTY.

Database Reporting

The CONSULTANT shall be responsible for collecting, auditing for completeness and accuracy, tabulating and organizing disposal data into required electronic FEMA/FHWA formats.

A single Microsoft Access database shall be created by the CONSULTANT. This database shall include all information on debris removal including but not limited to: load ticket information, vehicle certification information, stump removal information, hanger removal data, and leaner removal information and determination of pass status (i.e. push, first pass, second pass and subsequent passes. This database shall record all information to a COUNTY facility or road listed within the Lake County Master Street Addressing Guide. Any electronic reporting from this database must be provided in either Adobe or Microsoft Excel. The database created by the CONSULTANT shall be given to the COUNTY at the conclusion of the event.

Payment Monitoring

The CONSULTANT shall review and validate debris removal contractor(s) invoices prior to submission to the COUNTY for processing and separating of FEMA and FHWA requirements.

All invoices from the debris removal contractor(s) shall be submitted to the monitoring consultant. Within seven (7) calendar days of receipt, the invoices shall be reviewed by the monitoring consultant to be accepted or rejected. The CONSULTANT shall issue in writing to the COUNTY and the debris contractor, the acceptance or rejection of the invoices. If the invoice is rejected, the letter shall state a detailed reason for the rejection. Only 100 percent accurate and completed invoices will be forwarded to the COUNTY for payment. The COUNTY shall provide a report weekly to the CONSULTANT. This report shall show all paid invoices with the invoice number and payment date.

Other Related Services:

Event Closure

The CONSULTANT shall assist the COUNTY in preparing final reports necessary for reimbursement by FEMA, FHWA, and other applicable agencies for disaster recovery efforts by COUNTY staff and designated debris removal contractors. The CONSULTANT shall assist in reviewing and processing requests for payment by the disaster debris removal contractors.

Federal Funding

To ensure that processing of Federal funding is done as quickly as possible, the following information and its accuracy is the responsibility of the CONSULTANT: invoices, monitoring information, reports, load tickets, payroll, equipment hours, certification and date of completion of first pass.

Compliance

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

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

The CONSULTANT shall check work in process to make sure that the proper work authorizations, permits and other prerequisites have been received.

Meetings with County Personnel

COUNTY personnel will conduct a kick-off meeting, with the CONSULTANT when this Agreement comes into effect.

The CONSULTANT shall meet with the COUNTY representatives and the contractor daily during a disaster. During periods without a disaster, the CONSULTANT shall meet with the COUNTY at least once a year at no cost. This meeting shall occur prior to the hurricane season.

Reporting to the County's Project Manager

The CONSULTANT shall contact Lake County's Project Manager, at a minimum, 24 hours prior to a hurricane event or immediately upon the occurrence of a major disaster event within Lake COUNTY in which there is no advance notification/warning. The CONSULTANT shall report to the designated COUNTY Project Manager within 8 hours of being given Notice to Proceed.

Note: The COUNTY shall appoint a Project Manager for each/any event and the Project Manager shall be the lead COUNTY representative during each/any event. The COUNTY Project Manager will be responsible for the management/process oversight tasks including but are not limited to the similar requirements of the Contractors Project Manager.

Debris Sites

The CONSULTANT shall ensure that site field monitors are deployed and operational commensurate with the beginning of debris collection and the establishment of debris sites.

Staffing

The CONSULTANT shall include in the response to this RFP a management plan that will outline how the CONSULTANT proposes to handle the services, staffing, and equipment necessary to meet the COUNTY's requirements as identified in this RFP. The CONSULTANT shall submit a list of personnel to be used in this contract, which will include names, addresses, phone numbers, cell numbers, and driver's license numbers. Changes to the list will be pre-approved by the COUNTY. The supervising staff must speak English and be able to effectively communicate with the drivers.

The management staff plan shall consist of the minimum following positions:

- a. Project Manager
- b. Operations Manager
- c. GIS Analyst
- d. Field Supervisors
- e. Debris Site/Tower Monitors
- f. Data Entry Clerks (Load Ticket)
- g. Billing and Invoice Analysts
- h. Administrative Assistant
- i. Field Coordinators (Crew Monitors)

The CONSULTANT may use other positions as necessary. All such positions and applicable hourly rates shall be listed in the cost proposal form.

The CONSULTANT's hourly rate must include all travel related expenses, meal allowances, hotel rooms, and any other relevant out of pocket expenses. The COUNTY shall only reimburse at the COUNTY rate

the consultant the actual cost for office related expenses. Office related expenses shall be limited to copying and printing. A log detailing both copying and printing activities shall be submitted with each invoice.

The CONSULTANT represents that each person listed or referenced in the proposal shall be available to perform the services described for the Lake County Board of County Commissioners, barring illness, accident, or other unforeseeable events of a similar nature in which case the CONSULTANT must be able to promptly provide a qualified replacement. In the event the CONSULTANT wishes to substitute personnel, the CONSULTANT shall propose a person with equal or higher qualifications and each replacement person is subject to prior written COUNTY approval. In the event the requested substitute person is not satisfactory to the COUNTY and the matter cannot be resolved to the satisfaction of the COUNTY, the COUNTY reserves the right to cancel the contract for cause.

New E-Verify Language Mandated by US Department of Homeland Security and Florida's Executive Order Number 11-02

1. The CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of all persons employed by the CONSULTANT during the term of this Agreement to perform employment duties within Florida and all persons, including subcontractors, assigned by the CONSULTANT to perform work pursuant to this Agreement with the Department.
2. The COUNTY shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:
 - a. All persons employed by the COUNTY during the term of this Agreement to perform employment duties within Florida; and
 - b. All persons, including subcontractors, assigned by the COUNTY to perform work pursuant to this Agreement with the Department.

Consultant Fee Schedule/Reimbursement

The CONSULTANT shall submit its schedule of hourly billing rates in the Fee Schedule in Attachment B and any other costs that would be invoiced to the COUNTY. A detailed statement of expenses must accompany any invoice/request for reimbursement. Expenses other than meals and automobile travel must be documented by copies of paid receipts or other evidence of payment.

Travel and Related Reimbursements: Any request for travel that is not included within the task assignment requiring reimbursement by the COUNTY shall be pre-approved in writing by the COUNTY's Project Manager. The task assignment agreement shall be modified to reflect any approved change. Any transportation and/or travel expenses incurred during the term of the contract shall be reimbursed by the COUNTY in accordance with Section 112.061, Florida Statutes. Air travel shall be tourist or economy class only. Rental cars shall be standard or smaller sized vehicles. Lodging shall be obtained from the most economically priced establishments. Commercial rates or Lake County governmental rates shall be obtained where and when available. Meals shall be reimbursed as per Section 112.061 (6) (b), Florida Statutes or any Lake County Travel Policy which may supersede statutory allowances. Mileage shall be reimbursed in accordance with Section 112.061 (7) (d) (1), Florida Statutes. Whenever possible, the FDOT mileage map charts shall be used to compute mileage.

ATTACHMENT C

Required Federal Provisions for Emergency Relief Program Debris Monitoring Agreements

1.0 Limits on Federal Participation:

Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. If FHWA or the Department of Transportation determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Agency shall notify the Contractor in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, funds may be withheld until compliance is obtained. Where non-compliance is not correctable, the Agency may deny participation in parcel or project costs in part or in total.

2.0 Records:

2.1 Establishment of Maintenance of Accounting Records: Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Agency at all time during the period of this Agreement and for five (5) years after the Department of Transportation has closed out an Emergency Event with the Florida Division of Emergency Management. Records of costs incurred include the Contractor's general accounting records and the project records, together with supporting documents and records, of all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department of Transportation for a proper audit of costs.

2.2 Documentation of Project Costs: All costs charged to the project shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, and any other documentation evidencing in proper detail the nature and propriety of the charges.

2.3 Inspection: The Contractor, the Agency and Department authorized representatives shall permit authorized agents of FHWA to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the project. The Agency reserves the right to unilaterally cancel this Agreement for refusal by the contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement (Section 287.058(1) (c), Florida Statutes).

3.0 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Agency that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Emergency Relief Program funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Contractor agrees to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all Contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement. Furthermore, the Contractor agrees that each contract signed with a recipient subcontractor must include the following assurance: "Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Subcontractor shall carry out applicable requirements of 49C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the Subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate."

4.0 Restrictions, Prohibitions, Controls, and Labor Provisions:

4.1 Equal Employment Opportunity:

During the performance of this contract, the contractor agrees as follows:

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The contractor 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 the contractor's legal duty to furnish information.
- 4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- 5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions 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.
- 8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4.2 Title VI - Civil Rights Act of 1964: The Contractor will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Contractor pursuant thereto. The Contractor shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

4.3 Americans with Disabilities Act of 1990 (ADA): The Contractor will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder.

4.4 Restrictions on Lobbying: In accordance with the Byrd Anti-Lobbying Amendment (31 USC 1352), the Contractor agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or any 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.

If any funds other than federally-appropriated funds have been paid by the Contractor to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Contractor shall require that the language of this paragraph be included in the award documents for all sub-awards at all tiers (including subcontractors, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

For contracts exceeding \$100,000, the contractor shall submit an Anti-Lobbying Certification to Lake County.

4.5 Davis-Bacon and Copeland Anti-Kickback Acts: When applicable, the Contractor shall comply with 1) the Davis-Bacon Act (40 USC 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5), and 2) the Copeland Anti-Kickback Act (40 USC 3145) as supplemented by Department of Labor regulations (29 CFR Part 3).

4.6 Contract Work Hours and Safety Standards: When applicable, the Contractor shall comply with 40 USC 3702 and 3704 as supplemented by Department of Labor regulations (29 CFR Part 5).

4.7 Energy Efficiency: The Contractor agrees to comply with state energy conservation plan and Energy Policy and Conservation Act 42 USC 6201.

4.8 Clean Air Act: The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671 (q)) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387).

4.9 Suspension and Debarment:

- 1) This contract is a covered transaction for purposes of 2 CFR part 180 and 2 CFR part 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 3) This certification is a material representation of fact relied upon by Lake County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and Lake County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”