

**AGREEMENT FOR DISASTER MANAGEMENT, MONITORING, OVERSIGHT AND RECOVERY SERVICES**

THIS AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of New Port Richey, Florida a Florida Municipal corporation (the City) and Tetra Tech, Inc, a Delaware company registered to do business in Florida where its place of business located at 2301 Lucien Way, Suite 120, Maitland, FL 32751 (Contractor).

WHEREAS, when in its best interest, the City may contract with vendors who were successful competitive bidders and subsequently entered into an agreement with other governmental entities pursuant to a “piggyback” procedure; and

WHEREAS, the City desires to conduct certain disaster management, monitoring, oversight and recovery services as depicted on the Scope of Work attached as *Exhibit A* (the Project); and

WHEREAS, Contractor was the successful competitive bidder to Pasco County’s **Request for Proposal No. RFP-15-FA-080** for disaster management, monitoring, oversight and recovery services a copy of which is attached as *Exhibit B* (the RFP); and

WHEREAS, a copy of Contractor’s bid, the bid tabulation, and Pasco County’s award is attached hereto as *Composite Exhibit C*; and

WHEREAS, Contractor represents and warrants that Contractor has acted at all times in accordance with the provisions of Florida law with respect to the RFP and its bid thereon; and

WHEREAS, as the successful competitive bidder to the RFP, Contractor entered into a contract with the Pasco County which is attached hereto as *Exhibit D* (County Contract); and

WHEREAS, the Contractor is willing to perform the Project on the same terms as the County Contract; and

WHEREAS, the City and Contractor desire to enter into this Agreement to accomplish the Project on the same specifications as the County Contract.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the parties hereto, the parties agree as follows:

1. The above recitals and all exhibits hereto are true and correct and incorporated herein by reference.
  
2. The terms and conditions of the County Contract are hereby incorporated into this Agreement by reference. Contractor shall complete the Project using the same design, specifications, and on the same terms and conditions as set forth in the County Contract, except as specifically modified herein and as depicted in **Exhibit A** to account for the particular details of the Project with the City. Such modifications shall not include a modification to the unit prices bid on the County Contract.



## EXHIBIT "A"

### STATEMENT OF WORK

#### BACKGROUND INFORMATION

The City requires management, monitoring, and consulting services to support the oversight and management of debris recovery consultants, support disaster operations and support recovery from disasters. The Consultant should be capable of on a daily basis, providing a range of services including damage assessment, training, emergency planning, and other services as needed and ordered by the County. Other services may include, but not limited to, communication with FEMA, FHWA, the State of Florida and other state and federal agencies, coordination with state insurance representatives, pre- event planning, and post-event reconstruction, grant funding, and reimbursement services. **The services identified in Section 1 (General Debris Monitoring Services) shall be the primary scope of work and basis for cost proposals. The services identified in Sections 2 (Emergency Management Planning, Training and Exercise) and 3 (Public Assistance Consulting Services) are secondary and shall be priced in menu fashion so that the services can be secured as needed.** For the purposes of this RFP, the term "local government" shall mean any county, city, town or other subdivision of a state.

#### SCOPE OF SERVICES

##### 1. GENERAL DEBRIS MONITORING SERVICES

The selected firm shall provide all services described herein. Activities include, but are not limited to, monitoring the following – field operations regarding all storm generated debris; debris pickup, debris hauling, debris staging and reduction, temporary debris storage site management, debris management, and final disposal of debris to an approved facility. Roads and other City facilities will be identified by the City and direction will be given to the Consultant for clearing these roads and facilities and act in accordance with the City's Debris Management Plan. The City reserves the right to add or remove road segments at the direction of the Debris Manager. The City, at its sole discretion, may elect to perform work with in-house forces or other contract forces, or may cancel this contract at any time if in the best interest of the City.

The selected firm shall have experience in the Federal Highway Administration Emergency Relief Program (FHWA-ER), the Federal Emergency Management Agency Public Assistance Program (FEMA-PA), and other applicable federal, state, and/or local programs to assist the City in its Emergency Response and Recovery efforts. Proper documentation by the selected firm as required by FHWA and FEMA is required for all debris removal monitoring operations to ensure reimbursement to the City from the appropriate agency.

The selected firm will be responsible for tracking all of the contract costs and adhering to the "Not to Exceed" limit as defined. Proper notification must be given to the City as costs approach this limit.

The work will begin upon authorization by the City. No guarantee on minimum or maximum amounts per items bid is made under this contract. No adjustment to bid prices will be considered due to increases or decreases in estimated quantities or fuel costs.

- 1.1 The selected firm shall be required to provide disaster debris monitoring services Involving debris generated from the public rights-of-way, private property, drainage areas/canals, waterways, and other public, eligible, or designated areas. Specific services include:
  - 1.1.1 The City will assign a Debris Manager (OM) and will establish and staff a Debris Management Center (DMC), which will provide overall coordination with Federal, State and local agencies. The Debris Management Center will be the primary point of contact for the Consultant. The Consultant will provide debris management assistance to the City's Debris Manager and support the staff at the Debris Management Center as requested by the OM. The Consultant will provide temporary office space and temporary sanitary facilities as necessary to support the DMC.
  - 1.1.2 The selected consultant's response to the recovery process must be efficient, with acceptable cost controls, accountability procedures, with written reports and submittals in place to assure that the City will have the means to be reimbursed for all eligible recovery costs from Federal and State agencies but may include other identified responsible parties from which the City may be eligible for cost recovery.
  - 1.1.3 Within forty-eight (48) hours of notification, the Consultant shall provide an adequate number of professionals and qualified personnel to monitor the debris- loading sites, the debris management sites, along with field debris monitors relative to the magnitude of the event. The Consultant will be required to increase its staffing from this point depending on the severity of the debris generating event. At the discretion of the Debris Manager, the Consultant may be required to replace any debris monitor.
  - 1.1.4 The Consultant will participate, at no cost to the City, in periodic exercise(s) conducted under the direction of City staff to determine the adequacy of the debris removal plan and debris management process.
  - 1.1.5 All monitoring activities will be performed in compliance with Federal Regulations, State Statues and Local Ordinances.
  - 1.1.6 The Consultant(s) will provide technical, clerical, and information technology (GIS) assistance to the City in completing any and all forms necessary for reimbursement from State or Federal agencies, including the Federal Emergency Management Agency, Department of Homeland Security, the State of Florida, and the Federal Highway Administration or the Department of Housing and Urban Development (HUD) relating to eligible costs arising out of the disaster recovery effort. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation and submittal of any and all necessary cost substantiations and preparing replies to any and all agency requests, inquiries or potential denials.
  - 1.1.7 All personnel selected to perform under this contract must:
    - 1.1.7.1 Read write and speak in English
    - 1.1.7.2 Be physically capable of performing duties assigned in the conditions presented
    - 1.1.7.3 Have a valid drivers' license issued in the United States if responsible for operations of a vehicle on Pasco County Roadways.

- 1.1.7.4 Be 18 years of age.
- 1.1.7.5 Have experience and training appropriate to the position assigned.
- 1.1.7.6 Have transportation and communications available to perform assigned duties.

1.1.8 It is the responsibility of the Consultant to assist the City in performing:

- a. Contract Administration
- b. Damage Assessment
- c. Environmental Permitting of temporary debris management sites
- d. Truck Certification
- e. Debris Removal Monitoring
- f. Quality Assurance and Quality Control of all documentation pertaining to debris removal monitoring
- g. Be available to address questions from FEMA and FHWA both during and after services have been performed

1.1.9 Additionally all personnel selected to operate in an outside environment must be provided with transportation, mobile communications, PPE for safety, and additional equipment as needed to document the debris process such as GPS, photographic equipment

## 2. EMERGENCY MANAGEMENT PLANNING, TRAINING AND EXERCISE

2.1 As directed by the City, the Consultant may be requested to provide:

- 2.1.1 Project management to include the planning and management of permanent work projects, support other recovery project needs as requested.
- 2.1.2 Technical support and assistance in developing public information.
- 2.1.3 Training for personnel in debris management, reimbursement process, and recovery programs to include development of information for citizens on recovery programs available.
- 2.1.4 Guidance with Continuity of Operations implementation post event which may include coordination with private enterprise during recovery.
- 2.1.5 Other emergency management and consulting services related to planning for, responding to and recovery from disasters identified and requested by the City.

2.2 At no cost to the City and within six (6) months of acceptance of this agreement annually thereafter, the Consultant shall participate in the development and annual review of the City's Debris Management Plan. The Consultant shall submit an operations plan developed from the information contained in the City's Debris Management Plan detailing how communications, coordination of information and operations will be accomplished agreed upon by all parties.

2.3 The Consultant shall participate in the city's annual hurricane exercise through provision of training and/or participation as the "Debris Monitor" in the exercise which may include a full scale exercise.

### 3. PUBLIC ASSISTANCE CONSULTING SERVICES

3.1 As directed by the City, the consultant may be requested to provide assistance in:

- 3.1.1 Coordination of eligible emergency and permanent work (Category A-G) as defined by FEMA.
- 3.1.2 Damage Assessment.
- 3.1.3 Assistance in attaining Immediate Needs Funding.
- 3.1.4 Prioritization of recovery workload.
- 3.1.5 Loss measurement and categorization.
- 3.1.6 Insurance evaluation, documentation adjusting and settlement services.
- 3.1.7 Project Worksheet generation and review.
- 3.1.8 FEMA, FHWA, HMGP, CDBG, NRCS and additional reimbursement support.
- 3.1.9 Staff augmentation with experienced Public Assistance Coordinators and Project Officers.
- 3.1.10 Development of Project Worksheets, generation of final review; interim inspections, final inspections within the contract timelines.
- 3.1.11 Develop the catalog for all documentation relating to reimbursement to facilitate the close out process.
- 3.1.12 Appeal services and negotiations.
- 3.1.13 Reconstruction and long-term infrastructure planning.
- 3.1.14 Final review of all emergency and permanent work performed.

### 4. Disaster Debris Management Plan

- 4.1 Consultant shall prepare a Disaster Debris Management Plan (DDMP). A DDMP supports the management and coordination of debris removal efforts following a disaster in the City. In addition, a DDMP is a central repository for information, protocols, roles & responsibilities, and priorities related to disaster debris management. Debris removal and monitoring contracts typically define the scope of services each consultant can provide. A DDMP coordinates the scope of services each contractor provides to expedite recovery efforts and maximize Federal reimbursement to the City. The Florida Division of Emergency Management recommends Florida counties develop DDMP due to the threat hurricanes pose to Florida. The DDMP shall be prepared to obtain FEMA approval.
- 4.2 The DDMP in place will also allow the City to take advantage of the Public Assistance Alternative Procedures (PAAP) Pilot Program. One of the incentives of the PAAP Pilot Program is that local governments with a FEMA approved DDMP in place may receive a one-time incentive of two percent cost share adjustment. Another incentive of the PAAP Pilot is the accelerated debris removal- increase federal cost share, also known as the sliding scale. The sliding scale authorizes the increase of the federal cost share for debris removal costs completed within specific timeframes. Having a DDMP in place prior to an event will assist the City in expediting debris removal efforts and maximizing the benefits of the sliding scale incentive of the PAAP Pilot Program. The DDMP shall be prepared to take advantage of these incentives.

## Exhibit B



PASCO COUNTY BOARD OF COUNTY COMMISSIONERS  
PURCHASING DEPARTMENT  
8919 GOVERNMENT DRIVE  
NEW PORT RICHEY, FLORIDA 34654  
P: 727.847.8194 • F: 727.847.8065  
[www.PascoPurchasing.com](http://www.PascoPurchasing.com)

## REQUEST FOR PROPOSALS

### DISASTER MANAGEMENT, MONITORING, OVERSIGHT AND RECOVERY SERVICES

### RFP-FA-15-080

The Pasco County Board of County Commissioners is requesting proposals from qualified firms to provide Disaster Management, Monitoring, Oversight and Recovery Services.

The Pasco County Purchasing Department will receive sealed proposals until **3:00 P.M.**, local time, (our clock) on **March 3, 2015**, in the Pasco County Purchasing Department, 8919 Government Drive, New Port Richey, Florida. Responses received after this time will not be accepted. Responses will be publicly opened at the above stated time and date, with only the names of the Consultants submitting proposals being read. All interested parties are invited to attend. Consultants shall submit SIX (6) proposal copies AND one (1) Electronic (Flash Drive or CD-ROM) copy of the response). Each copy of the proposal shall be bound in a single volume.

In accordance with Chapters 119.071 and 286.0113, Florida Statutes, only the names of the responding firms and the respective bid amounts will be read at the time of opening. Pursuant to Florida Statutes, sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from public inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or replies, whichever is earlier.

The Pasco County Board of County Commissioners (Pasco County) is not responsible for expenses incurred prior to award. Pasco County officially distributes solicitation documents through the Florida Online Bid System ([www.FloridaBidSystem.com](http://www.FloridaBidSystem.com)). Solicitation documents may be downloaded at NO COST using this system and may also be obtained from the Purchasing Department in accordance with Florida Statutes that pertain to Public Records. **Copies of solicitation documents obtained from other sources are not considered official and should not be relied upon.** Pasco County is not responsible for solicitation documents obtained from sources other than the Florida Online Bid System or the Purchasing Department. Only vendors who properly register and obtain solicitation documents directly from the Florida Online Bid System or Purchasing Department will receive addenda and other important information if issued. Vendors are responsible for acquiring knowledge of changes, modifications, or additions to official solicitation documents. Vendors who submit responses and later claim they did not receive complete documents or had no knowledge of any change, modifications, or additions made to the official solicitation documents shall still be bound by the solicitation, including any changes, modifications, or additions to the official solicitation documents. **IF YOU OBTAINED A SOLICITATION DOCUMENT FROM A SOURCE OTHER THAN THE FLORIDA ONLINE BID SYSTEM OR THE PASCO COUNTY PURCHASING DEPARTMENT, IT IS HIGHLY RECOMMENDED THAT YOU REGISTER AS A VENDOR AND DOWNLOAD THE OFFICIAL DOCUMENT AT [WWW.FLORIDABIDSYSTEM.COM](http://WWW.FLORIDABIDSYSTEM.COM) AT NO COST.**

We look forward to receiving your proposal.

/s/

Christopher Urban  
Acting Purchasing Director

**IMPORTANT! - PLEASE READ CAREFULLY BEFORE RESPONDING**

**GENERAL PROVISIONS**

**COMMUNICATIONS DURING SOLICITATION AND LOBBYING PROHIBITION**

Communicating with or lobbying of evaluation committee members, county government employees, or elected officials (including County Commissioners) regarding requests for proposals, requests for qualifications, bids, or contracts by the Consultants or any member of the Consultant's staff, an agent of the Consultant, or any person employed by any legal entity affiliated with or representing an organization that is responding to the requests for proposal, requests for qualification, bid or contract outside a publicly noticed meeting specifically called to address this particular Request for Proposals is strictly prohibited. Nothing herein shall prohibit a prospective Consultant from contacting the Acting Purchasing Director to address concerns or grievances, or receive clarification about a particular procurement.

For purposes of this provision lobbying activities shall include, but not be limited to, influencing or attempting to influence action or non-action in connection with any requests for proposals, requests for statements of qualifications, invitations for bids, related processes or contracts through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any proposal, statement of qualification, bid, contract or any other response to be rejected.

**ACKNOWLEDGMENT OF AMENDMENTS**

Consultants must acknowledge receipt of all amendments (addenda) to the solicitation in their response. The acknowledgment should be received by the County by the opening/closing date, time and place indicated on the solicitation cover. Failure to acknowledge addenda may impact evaluation and/or result in rejection or disqualification of response(s).

**ASSIGNMENT**

The successful consultant shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, or delegate the duties hereunder without the prior written consent of the County.

**APPLICABLE LAW**

The resulting contract shall be governed in all respects by the laws of the State of Florida, and any litigation with respect thereto shall be brought in the courts of Pasco County, Florida. The consultant shall comply with all applicable Federal, State, and local laws and regulations. Lack of knowledge by the Consultant will in no way be a cause for relief from responsibility.

**ENVELOPES CONTAINING PROPOSALS**

Envelopes containing responses must be sealed and marked with the solicitation number. Failure to do so may cause the response not to be considered. Express Company or Express Mail envelopes containing a sealed response shall also be sealed and should be clearly marked with the solicitation number. Failure to clearly mark envelopes may delay delivery and render the response late.

**EXPENSES INCURRED IN PREPARING RESPONSE**

The County accepts no responsibility for any expense incurred by the Consultant in the preparation and/or presentation of a response. Such expenses shall be borne exclusively by the Consultant.

### CLARIFICATIONS

If any party contemplating the submission of a response is in doubt as to the true meaning of any part of the scope of work or other aspects of the solicitation, a written request for an interpretation should be submitted. Questions or requests for interpretations shall clearly state, in detail, the basis for such question(s) or request(s) including a reference to the specific paragraph or language in the solicitation. Modifications to solicitations will be made only by properly issued written addenda. All such addenda shall become part of the solicitation and resulting contract documents. Pasco County shall only be responsible for explanations or interpretations that are issued in accordance herewith. No oral interpretations will be made as to the meaning of the scope of work or any other solicitation documents. Failure to comply with this provision may result in the Consultant waiving his/her right to dispute any aspect of the solicitation.

### AGREEMENT TERM AND REQUIREMENTS

It is the County's intent to develop an agreement for the services specified herein, contingent upon the appropriation of funds. The contents of the response submitted by the successful firm, with any amendments or subsequent revisions, will become part of the resulting contract.

### DEBARMENT

By submitting a response, the Consultant certifies that it is not currently debarred from submitting bids, proposals or other responses for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting such responses for contracts issued by any subdivision or agency of the State of Florida.

### DRUG FREE WORKPLACE PROGRAM

Pursuant to Section 287.087, Florida Statutes, Consultants may certify in their response that they have implemented a drug free workplace program. If two or more responses are deemed equal, preference will be given in the award process to the Consultant who has furnished such certification with their response.

### DEPARTMENT OF HOMELAND SECURITY'S IMAGE PROGRAM (E-VERIFY COMPLIANCE)

Pasco County is an employer participant in the Department of Homeland Security's Image Program and utilizes E-Verify to ensure its employees are appropriately authorized to work in the United States. As part of its compliance efforts under this program, the County encourages all consultants, consultants (and/or their sub-consultants) under contract with or performing work for the County to establish employment procedures that adopt the Images Program Best Practices and otherwise ensure compliance with federal employment eligibility verification requirements as part of its hiring practices. The selected consultant shall also include this requirement in all its sub-consultant contracts involving County work. For those County projects utilizing State of Florida funds, the requirement to comply with E-Verify will be mandatory. The County reserves the right to request verification of compliance from its consultants during the term of its contract with the County and for a period of up to five (5) years thereafter. Should a County retained consultant and /or its sub-consultants be found to be non-compliant with E-Verify as part of a federal audit or other inquiry, the consultant and/or its sub-consultant(s) will be solely responsible for the payment of any fines or costs imposed upon the County as a result of such non-compliance.

State Funds Involved   N/A   (Mark X if applicable or N/A if not applicable)

### CONFLICT OF INTEREST

The consultant, by responding to this request, certifies that to the best of his/her knowledge or belief, no elected/appointed official or employee of the County is financially interested, directly or indirectly, in the offer of services specified in this request.

### PRINCIPAL PERSONNEL

Principal or key personnel identified in the response may not be substituted without prior written approval of the County. Replacements for key personnel under contract must have equivalent professional qualifications and experience as those individuals listed in the response. Approval of substituted personnel will not be unreasonably withheld by the County.

### NONAPPROPRIATION

All funds for payment by the County under the resulting contract are subject to the availability of an annual appropriation for this purpose by the County. In the event funds are not appropriated by the County for the subject services, the County will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the consultant on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this contract beyond the date of termination.

### PROPOSAL RECEIPT AND OPENING

Pasco County will receive sealed responses until date and time indicated on the solicitation cover. Responses must be delivered, by hand or mail, to the Pasco County Purchasing Department, located at 8919 Government Drive, New Port Richey, Florida, where they will be opened at the stated time. Responses must be time stamped in the Purchasing Department before or on the hour and date indicated on the cover sheet of this request. Proposals received after the date and time of the opening/closing will be received, date stamped, and returned to the respective Consultants unopened. It is the responsibility of Consultants to ensure that the responses arrive at the designated opening/closing place on time. Late or non-delivery due to mail or express delivery company failure will not be considered adequate reason for consideration of late responses. FAXED RESPONSES WILL NOT BE ACCEPTED AND SHALL NOT BE CONSIDERED FOR EVALUATION OR AWARD.

### INFORMALITIES AND IRREGULARITIES

The County reserves the right to reject any or all responses in whole or in part; or accept any response which is deemed most advantageous and in the best interest of the County.

### INDEPENDENT CONSULTANT

The selected firm shall be considered to be an independent consultant and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The consultant represent that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the County.

### PUBLIC INFORMATION

Upon public opening of all responses presented to the County as a result of this solicitation, any and all information contained therein is considered public and may be reviewed by any persons interested in doing so.

## INSURANCE REQUIREMENTS

Prior to execution of a contract and prior to the time the consultant is entitled to commence any part of the project, work, or services under such a contract, consultant should procure, pay for, and maintain the following insurance coverages and limits. Said insurance shall be evidenced by delivery to the County of 1) certificates of insurance executed by the insurers listing coverages and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies; and 2) upon request, a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this contract. Exact insurance coverage and limits will be specified in the resulting contract.

1. Workers' Compensation in at least the limits as required by law; Employers' Liability Insurance of not less than One Hundred Thousand and 00/100 Dollars (\$100,000.00) for each accident.
2. Comprehensive General Liability Insurance including, but not limited to, Independent, Consultant, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering the liability assumed under indemnification provisions of this contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than Two Hundred Thousand and 00/100 Dollars (\$200,000.00), each occurrence; and property damage of not less than One Hundred Thousand and 00/100 Dollars (\$100,000.00), each occurrence. (Combined single limits of not less than Two Hundred Thousand and 00/100 Dollars [\$200,000.00], each occurrence, will be acceptable unless otherwise stated.) Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage and Fire Legal Liability of not less than Fifty Thousand and 00/100 Dollars (\$50,000.00) per occurrence, unless otherwise stated by exception herein.
3. Comprehensive Automobile and Truck liability covering owned, hired, and non-owned vehicles with combined single limits of not less than One Million and 00/100 Dollars (\$1,000,000.00), each occurrence. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.

Each insurance policy shall include the following conditions by endorsement to the policy:

1. Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of consultant.
2. The term "County" or "Pasco County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments, and Offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pasco County. Each policy shall require that thirty (30) days prior to expiration, cancellation, nonrenewal, or any material change in coverages or limits, a notice thereof shall be given to County by certified mail to: Pasco County Purchasing Department, 8919 Government Drive, New Port Richey, Florida 34654. Consultant shall also notify County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal, or material change in coverage received by said consultant from its insurer; and nothing contained herein shall absolve consultant of this requirement to provide notice.
3. Pasco County Board of County Commissioners shall be endorsed to the required policy or policies as an additional named insured.
4. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County to any such future coverage, or to County's self-insured retentions of whatever nature.

5. Each policy shall require that thirty (30) days prior to expiration, cancellation, nonrenewal, or any material change in coverages or limits, a notice thereof shall be given to County by certified mail to: Pasco County Purchasing Department, 8919 Government Drive, New Port Richey, Florida 34654. Consultant shall also notify County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal, or material change in coverage received by said consultant from its insurer; and nothing contained herein shall absolve consultant of this requirement to provide notice.

County hereby waives subrogation rights for loss or damage against the County.

#### PARTNERSHIPS/CORPORATIONS/AGENTS

When a Consultant is a partnership or joint venture, the response must be signed in the name of the partnership or joint venture and by all persons or entities required to do so under the terms of their partnership or joint venture agreement. Any existing written underlying partnership or joint venture agreements must be included as part of the response. A cover letter may be used to satisfy the signature requirements. When a Consultant is a corporation, the authorized corporate officer signing the response must set out the corporate name in full beneath which said officer must sign his/her name and give title of his/her office. The response must also bear the seal of the corporation. Anyone signing the response as officer or other agent must file with it legal evidence of the authority to do so. Consultants who are or include corporations or limited partnerships must furnish a duly executed certificate of status from the Florida Department of State.

The person(s) signing the response must certify under oath on the attached Certification Form (Attachment A) that the information contained in the response is true and accurate. Each Consultant understands, by submitting a response that the County will rely in part on such certification in selecting the short-listed firms/teams. Failure to submit the documents requested above with the proposal or within 24 hours of a request made by the County may be the basis for rejection of the response. Such documents must be effective as of the date of the response. When applicable, short-listed design-build entities will be required to show evidence of having filed with the State of Florida for registration of their design-build entity within 15 days of announcement of the short list.

#### CHANGES IN SHORT-LISTED FIRMS/PROJECT TEAMS

Any personnel changes in a short-listed firm, after the submission of the response to this request, could result in reconsideration of the scoring of applicable evaluation criteria. Any changes in a short-listed firm should be brought to the attention of the County as soon as possible after the change is made. The changes, the reasons for the changes, and resumes for the individuals being substituted, must be submitted, prior to oral presentations, to the Acting Purchasing Director. Reconsideration may result in changes to the short-listing or rankings.

#### VERBAL COMMUNICATIONS

No oral statement of any person shall modify or otherwise affect the terms, conditions, requirements, or scope of work specified herein. All modifications must be made in writing by the County.

#### VENDORS LIST

Vendors must visit **[www.FloridaBidSystem.com](http://www.FloridaBidSystem.com)** to register as a vendor. Once registered, vendors will have the ability to view and download solicitations for the Pasco County Board of County Commissioners as well as other participating agencies throughout Florida.

#### RECOVERY OF MONEY

Whenever, under the contract, any sum of money shall be recoverable from or payable by the consultant to the County, the same amount may be deducted from any sum due the consultant under

the contract or under any other contract between the consultant and the County. The rights of the County are in addition and without prejudice to any other right the County may have to claim the amount of any loss or damage suffered by the County on account of the acts or omissions of the consultant.

#### PUBLIC ENTITY CRIMES STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a response to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit response for leases of real property to a public entity, may not be awarded or perform work as a consultant, supplier, sub-consultant, or consultant under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Additionally, a conviction of a public entity crime may form the basis for the rejection of a bid, offer, or proposal by the County, or for termination of a contract with the County. The County may make inquiries regarding alleged convictions of public entity crimes at any time. The unreasonable failure of an Consultant to promptly supply information in connection with any such inquiry shall be adequate grounds for rejection of a bid, offer, or proposal, or for termination of a contract.

#### RESERVATION OF RIGHTS

The County may (1) amend or modify this request, (2) revise requirements of this request, (3) require supplemental statements or information from any firm, (4) accept or reject any or all responses, (5) extend the deadline for submission of responses, (6) negotiate or hold discussions with any Consultant and to waive defects and allow corrections of deficient responses which do not completely conform to the instructions contained herein, and (7) cancel this request, in whole or in part, if the County deems it in its best interest to do so. The County may exercise the foregoing rights at any time without notice and without liability to any offering firm or any other party for their expenses incurred in the preparation of response or otherwise.

#### RIGHT TO AUDIT

The consultant shall maintain such financial records and other records as they relate to the purchase of goods and services by the County from the successful vendor. The consultant shall retain these records for a period of three (3) years after final payment, or until they are audited by the County, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three (3) year period for examination, transcription, and audit by the County, its designees, or other authorized bodies.

#### TRUTH-IN-NEGOTIATION CERTIFICATION

By submitting a response, the Consultant certifies that the wage rates and costs used to determine the compensation provided for in a resulting contract will be accurate, complete and current as of the date of the resulting contract and no higher than those charged the Consultant's most favored customer(s) for the same or substantially similar services. The said rates and costs shall be adjusted to exclude any significant sums should the County determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside consultants. The County may exercise its rights under this "certification" within one (1) year following final payment.

### **END OF GENERAL PROVISIONS**

## **SPECIAL CONDITIONS**

### CONTRACT TERM AND REQUIREMENTS

It is the County's intent to develop an agreement for the services specified herein, contingent upon the appropriation of funds. The contents of the response submitted by the successful firm, with any amendments or subsequent revisions, will become part of the resulting contract. The attached agreement need not be executed and submitted with the response. The County reserves the right to award a single contract or multiple contracts for this service. Should the County elect to exercise the option for multiple contracts, the highest ranked firm will be used as the primary contractor with the other firm or firms selected to be used as secondary or back-up contractor(s). The County reserves the right to rank the responses based on the overall criteria and to conduct meaningful discussions, at its sole discretion, with one or more firms. The term of the contract is expected to be three (3) years with an option of two (2) one (1) year extensions. The Consultant understands and agrees this is a requirements contract and the County shall have no obligation to the Consultant if no services are required.

### SCOPE OF SERVICES

CONSULTANT shall provide the services defined in Exhibit A (attached).

### NON-EXCLUSIVE CONTRACT

The contract resulting from this solicitation shall be non-exclusive and the County may procure the good or services covered by the contract from other sources at its sole discretion.

### PERFORMANCE AND PAYMENT BONDS

Under no circumstances shall the CONSULTANT start work until he/she has supplied an acceptable performance bond and payment bond. In order to be acceptable to the County, the Surety company issuing the Performance Bond and the Payment Bond required in this request shall meet and comply with the following minimum standards:

- 1 Surety must be admitted to do business in the State of Florida and shall comply with the provisions of Florida Statute 255.05.
- 2 Surety must be listed on the U. S. Department of Treasury Fiscal Service, Bureau of Government Financial Operations, Federal Register, Part V, latest revision, entitled: "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies".
- 3 All bonds shall be originals and issued or countersigned by a producing agent with satisfactory evidence of the authority of the person or persons executing such bond shall be submitted with the bond. Attorneys-in-fact who sign bonds or other Surety instruments must attach with each bond or Surety instrument a certified and effectively dated copy of their power of attorney. Agents of Surety companies must list their name, address and telephone number on all bonds.
- 4 The life of the bonds shall extend twelve (12) months beyond the date of the end of the Contract term and shall contain a waiver of alteration to the terms of the Contract, extensions of time and/or forbearance on the part of the County.

Upon notification of an intent to award, the successful offeror (CONSULTANT) shall furnish a Performance Bond and a Payment Bond as security for faithful performance of contract awarded as a result of this bid, and for the payment of all persons performing labor and/or furnishing material in connection therewith. Both the payment bond and the performance bond shall each be in the amount

of \$500,000.00 each. The bonds shall be submitted on the forms marked Attachment "C" and Attachment "D". The Surety shall be responsible for any liquidated damages assessed because of failure to complete this contract. The Surety shall also be responsible for any increases or extensions to the contract. The attorney-in-fact who signs the bond must send with the bond a certificate and effective dated copy of power of attorney.

If the Surety on any bond furnished by Consultant is declared bankrupt or becomes insolvent or its right to do business is terminated in any State where any part of the Work is located or it ceases to meet the requirements imposed by the Contract Documents, the Consultant shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to the County.

#### PRIVATE WORK

The CONSULTANT and any subcontractors shall be prohibited from performing private work in Pasco County while actively engaged in delivering services under this contract.

#### TEMPORARY DEBRIS STORAGE AND REDUCTION SITES

Temporary Debris Storage and Reduction Sites (TDSRS's) identified by the County may change from year to year. For this reason, it shall be the CONSULTANT'S responsibility to visit the County-identified TDSRS's no later than the month of May of each contract year to fully gauge all conditions that may impact contract performance. Offerors are urged to visit the current County-identified TDSRS to satisfy themselves regarding all general and local conditions that may impact the cost of contract performance. Failure to inspect the sites shall not constitute grounds for a claim after contract award. The County intends to use its Parks and Recreation locations throughout the County as TDSRS, as well as other owned and non-owned land as planned or required to meet the needs of the County. These locations may be viewed at:

[http://portal.pascocountyfl.net/portal/server.pt/community/parks\\_and\\_recreation/248/home](http://portal.pascocountyfl.net/portal/server.pt/community/parks_and_recreation/248/home)

#### TRAINING PARTICIPATION

The CONSULTANT must have a representative physically present during each of the County's annual hurricane exercise during the term of the contract.

- (1) At no cost to the County and within six (6) months of acceptance of this agreement. The "Primary" consultant shall participate in the development, maintenance and annual review of the County Debris Management Plan. The consultant shall submit a plan of its operations developed from the information contained in the County Debris Management Plan detailing how communications, coordination of information and operations will be accomplished agreed upon by both parties.
- (2) The selected "primary" consultant shall participate in the county's annual hurricane exercise through provision of training and/or participation as the "debris contractor" in the exercise, which may include a full scale exercise, and shall include Contractor provided training in the use of its data management system.

#### REQUIRED FEDERAL CONTRACT PROVISIONS

The Consultant will also subject to and must abide by the requirements of FHWA-1273, Required Contract Provisions, Federal-Aid Construction Contracts, attached hereto as Exhibit "B".

### **END OF SPECIAL CONDITIONS**

## EXHIBIT "A"

### STATEMENT OF WORK

#### BACKGROUND INFORMATION

The County requires management, monitoring, and consulting services to support the oversight and management of debris recovery consultants, support disaster operations and support recovery from disasters. The Consultant should be capable of on a daily basis, providing a range of services including damage assessment, training, emergency planning, and other services as needed and ordered by the County. Other services may include, but not limited to, communication with FEMA, FHWA, the State of Florida and other state and federal agencies, coordination with state insurance representatives, pre-event planning, and post-event reconstruction, grant funding, and reimbursement services. **The services identified in Section 1 (General Debris Monitoring Services) shall be the primary scope of work and basis for cost proposals. The services identified in Sections 2 (Emergency Management Planning, Training and Exercise) and 3 (Public Assistance Consulting Services) are secondary and shall be priced in menu fashion so that the services can be secured as needed.** For the purposes of this RFP, the term "local government" shall mean any county, city, town or other subdivision of a state.

#### SCOPE OF SERVICES

##### 1. GENERAL DEBRIS MONITORING SERVICES

The selected firm shall provide all services described herein. Activities include, but are not limited to, monitoring the following – field operations regarding all storm generated debris; debris pickup, debris hauling, debris staging and reduction, temporary debris storage site management, debris management, and final disposal of debris to an approved facility. Roads and other County facilities will be identified by the County and direction will be given to the Consultant for clearing these roads and facilities and act in accordance with the County Debris Management Plan. The County reserves the right to add or remove road segments at the direction of the Debris Manager. The County, at its sole discretion, may elect to perform work with in-house forces or other contract forces, or may cancel this contract at any time if in the best interest of the County.

The selected firm shall have experience in the Federal Highway Administration Emergency Relief Program (FHWA-ER), the Federal Emergency Management Agency Public Assistance Program (FEMA-PA), and other applicable federal, state, and/or local programs to assist the County in its Emergency Response and Recovery efforts. Proper documentation by the selected firm as required by FHWA and FEMA is required for all debris removal monitoring operations to ensure reimbursement to the County from the appropriate agency.

The selected firm will be responsible for tracking all of the contract costs and adhering to the "Not to Exceed" limit as defined. Proper notification must be given to the County as costs approach this limit.

The work will begin upon authorization by the County. No guarantee on minimum or maximum amounts per items bid is made under this contract. No adjustment to bid prices will be considered due to increases or decreases in estimated quantities or fuel costs.

- 1.1 The selected firm shall be required to provide disaster debris monitoring services involving debris generated from the public rights-of-way, private property, drainage

areas/canals, waterways, and other public, eligible, or designated areas. Specific services include:

- 1.1.1 Pasco County will assign a Debris Manager (DM) and will establish and staff a Debris Management Center (DMC), which will provide overall coordination with Federal, State and local agencies. The Debris Management Center will be the primary point of contact for the Consultant. The Consultant will provide debris management assistance to the County's Debris Manager and support the staff at the Debris Management Center as requested by the DM. The Consultant will provide temporary office space and temporary sanitary facilities as necessary to support the DMC.
- 1.1.2 The selected consultant's response to the recovery process must be efficient, with acceptable cost controls, accountability procedures, with written reports and submittals in place to assure that the County will have the means to be reimbursed for all eligible recovery costs from Federal and State agencies but may include other identified responsible parties from which the County may be eligible for cost recovery.
- 1.1.3 Within forty-eight (48) hours of notification, the Consultant shall provide an adequate number of professionals and qualified personnel to monitor the debris-loading sites, the debris management sites, along with field debris monitors relative to the magnitude of the event. The Consultant will be required to increase its staffing from this point depending on the severity of the debris generating event. At the discretion of the Debris Manager, the Consultant may be required to replace any debris monitor.
- 1.1.4 The Consultant will participate, at no cost to the County, in periodic exercise(s) conducted under the direction of County staff to determine the adequacy of the debris removal plan and debris management process.
- 1.1.5 All monitoring activities will be performed in compliance with Federal Regulations, State Statutes and Local Ordinances.
- 1.1.6 The Consultant(s) will provide technical, clerical, and information technology (GIS) assistance to the County in completing any and all forms necessary for reimbursement from State or Federal agencies, including the Federal Emergency Management Agency, Department of Homeland Security, the State of Florida, and the Federal Highway Administration or the Department of Housing and Urban Development (HUD) relating to eligible costs arising out of the disaster recovery effort. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation and submittal of any and all necessary cost substantiations and preparing replies to any and all agency requests, inquiries or potential denials.
- 1.1.7 All personnel selected to perform under this contract must:
  - 1.1.7.1 Read, write and speak in English.
  - 1.1.7.2 Be physically capable of performing duties assigned in the conditions presented.
  - 1.1.7.3 Have a valid drivers' license issued in the United States if responsible for operation of a vehicle on Pasco County roadways.

- 1.1.7.4 Be 18 years of age.
- 1.1.7.5 Have experience and training appropriate to the position assigned.
- 1.1.7.6 Have transportation and communications available to perform assigned duties.

1.1.8 It is the responsibility of the Consultant to assist the County in performing:

- a) Contract Administration
- b) Damage Assessment
- c) Environmental Permitting of temporary debris management sites
- d) Truck Certification
- e) Debris Removal Monitoring
- f) Quality Assurance and Quality Control of all documentation pertaining to debris removal monitoring
- g) Be available to address questions from FEMA and FHWA both during and after services have been performed

1.1.9 Additionally all personnel selected to operate in an outside environment must be provided with transportation, mobile communications, PPE for safety, and additional equipment as needed to document the debris process such as GPS, photographic equipment

## 2. EMERGENCY MANAGEMENT PLANNING, TRAINING AND EXERCISE

2.1 As directed by the County, the Consultant may be requested to provide:

2.1.1 Project management to include the planning and management of permanent work projects, support other recovery project needs as requested.

2.1.2 Technical support and assistance in developing public information.

2.1.3 Training for personnel in debris management, reimbursement process, and recovery programs to include development of information for citizens on recovery programs available.

2.1.4 Guidance with Continuity of Operations implementation post event which may include coordination with private enterprise during recovery.

2.1.5 Other emergency management and consulting services related to planning for, responding to and recovery from disasters identified and requested by the County.

2.2 At no cost to the County and within six (6) months of acceptance of this agreement annually thereafter, the Consultant shall participate in the development and annual review of the County Debris Management Plan. The Consultant shall submit an operations plan developed from the information contained in the County Debris Management Plan detailing how communications, coordination of information and operations will be accomplished agreed upon by all parties.

2.3 The Consultant shall participate in the county's annual hurricane exercise through provision of training and/or participation as the "Debris Monitor" in the exercise which may include a full scale exercise.

### 3. PUBLIC ASSISTANCE CONSULTING SERVICES

3.1 As directed by the County, the consultant may be requested to provide assistance in:

- 3.1.1 Coordination of eligible emergency and permanent work (Category A-G) as defined by FEMA.
- 3.1.2 Damage Assessment.
- 3.1.3 Assistance in attaining Immediate Needs Funding.
- 3.1.4 Prioritization of recovery workload.
- 3.1.5 Loss measurement and categorization.
- 3.1.6 Insurance evaluation, documentation adjusting and settlement services.
- 3.1.7 Project Worksheet generation and review.
- 3.1.8 FEMA, FHWA, HMGP, CDBG, NRCS and additional reimbursement support.
- 3.1.9 Staff augmentation with experienced Public Assistance Coordinators and Project Officers.
- 3.1.10 Development of Project Worksheets, generation of final review; interim inspections, final inspections within the contract timelines.
- 3.1.11 Develop the catalog for all documentation relating to reimbursement to facilitate the close out process.
- 3.1.12 Appeal services and negotiations.
- 3.1.13 Reconstruction and long-term infrastructure planning.
- 3.1.14 Final review of all emergency and permanent work performed.

### 4. Disaster Debris Management Plan

- 4.1 Consultant shall prepare a Disaster Debris Management Plan (DDMP). A DDMP supports the management and coordination of debris removal efforts following a disaster in the County. In addition, a DDMP is a central repository for information, protocols, roles & responsibilities, and priorities related to disaster debris management. Debris removal and monitoring contracts typically define the scope of services each consultant can provide. A DDMP coordinates the scope of services each contractor provides to expedite recovery efforts and maximize Federal reimbursement to the County. The Florida Division of Emergency Management recommends Florida counties develop DDMP due to the threat hurricanes pose to Florida. The DDMP shall be prepared to obtain FEMA approval.
- 4.2 The DDMP in place will also allow the County to take advantage of the Public Assistance Alternative Procedures (PAAP) Pilot Program. One of the incentives of the PAAP Pilot Program is that local governments with a FEMA approved DDMP in place may receive a one –time incentive of two percent cost share adjustment. Another incentive of the PAAP Pilot is the accelerated debris removal – increase federal cost share, also known as the sliding scale. The sliding scale authorizes the increase of the federal cost share for debris removal costs completed within specific timeframes. Having a DDMP in place prior to an event will assist the County in expediting debris removal efforts and maximizing the benefits of the sliding scale incentive of the PAAP Pilot Program. The DDMP shall be prepared to take advantage of these incentives.

#### **END OF STATEMENT OF WORK**

## RESPONSE FORMAT

To ensure fair and equitable evaluation, proposals must be organized into the following separate sections:

### 1. QUALIFICATIONS OF THE FIRM:

- 1.1 Provide a description and history of the firm focusing on previous governmental experience. Because of the nature of the work, only past experience (firm or individuals) as a prime consultant will be considered. State and federal contracts that do not reflect direct contractual obligations to perform services on behalf of the sub-grantee will not be considered to be past local government experience. Firm qualifications must include, at minimum, the following:
  - 1.1.1 Recent experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal.
  - 1.1.2 Documented knowledge and experience coordinating with Federal, State and local emergency agencies.
  - 1.1.3 Experience representing local governments with various state and federal funding sources and reimbursement processes, including FEMA, CDBG, FHWA, and NRCS.
  - 1.1.4 Experience with special disaster recovery program management services including private property/right-of-entry (ROE) work, waterways clean-up and reimbursement, sand recovery and beach remediation, leaning tree and hanging limb removal, hazardous material removal, vessel and vehicle recovery, asbestos abatement, data management, and hauler invoice reconciliation and contracting, and FEMA appeals assistance.

### 2. QUALIFICATIONS OF STAFF:

- 2.1 Provide an organizational chart, resumes, and summary of staff qualifications. Key project staff (management staff including, but not limited to: project manager, collection and disposal operations managers, FEMA reimbursement specialist, data manager, etc.) must be full time employees of the proposing firm and have experience, working for the Consultant, in the following:
  - 2.1.1 Experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal. The Consultant must demonstrate experience managing hurricane debris monitoring for at least three (3) local governments involving a minimum of 1,000,000 cubic yards of debris for each client.
  - 2.1.2 Documented knowledge and experience of Federal, State and local emergency agencies, state and federal programs, funding sources and reimbursement processes.
  - 2.1.3 Experience with special disaster recovery program management services including private property/right-of-entry (ROE) work, waterways clean-up and reimbursement, sand recovery and beach remediation, leaning tree and hanging limb removal, hazardous material removal, vessel and vehicle recovery, asbestos

abatement, data management, and hauler invoice reconciliation and contracting, and FEMA appeals assistance.

3. TECHNICAL APPROACH:

Provide a description of the Consultant's approach to the project, to include startup procedures/requirements, debris estimate methodology, analysis of debris recovery operations and management of the debris recovery contractors, billing/invoices reporting procedures to FEMA and the County. Provide a copy of Consultant's internal training program. Provide under separate cover the Consultants training manual.

4. COST:

Each Consultant must complete and submit the Cost Proposal Form/Fee Schedule below. Cost will be evaluated using the hourly rates submitted below for the labor positions listed. The hourly labor rates shall include all applicable overhead and profit. All non-labor related project costs will be billed to the County at cost without mark-up. Consultant may include other positions with hourly rates and a job description for each. **The services identified in Section 1 (General Debris Monitoring Services) shall be the primary scope of work and basis for cost proposals. The services identified in Sections 2 (Emergency Management Planning, Training and Exercise) and 3 (Public Assistance Consulting Services) are secondary and shall be priced in menu fashion so that the services can be secured as needed.** Please provide a separate schedule of fees for the services identified in Sections 2 and 3.

<u>POSITIONS</u>	<u>HOURLY RATE</u>
Project Manager	\$ _____
Operation Managers	\$ _____
Scheduler/Expeditors	\$ _____
GIS Analyst	\$ _____
Field Supervisors	\$ _____
Debris Site/Tower Monitors	\$ _____
Environmental Specialist	\$ _____
Project Inspectors (Citizen Drop-Off Site Monitors)	\$ _____
Field Coordinators (Crew Monitors)	\$ _____
Load Ticket Data Entry Clerks (QA/QC)	\$ _____
Billing/Invoice Analysts	\$ _____
Project Coordinators	\$ _____

5. REFERENCES:

Provide at least five (5) references for which the firm has performed services within the past eight (8) years that are similar to the requirements in the Scope of Services. At least three (3) of the references must be from local government entities for hurricane debris monitoring experience involving a minimum of 1,000,000 cubic yards of debris. Provide the reference contact name, address, e-mail address, telephone numbers and date of the contract. Ensure that the point of contact being given is still employed by that firm and the contact information is up-to-date.

**END OF RESPONSE FORMAT**

## REVIEW AND ASSESSMENT

Professional firms will be evaluated using the following criteria and respective weights. Firms submitting a proposal in response to the RFP may be required to give an oral presentation to County representatives. The County's request for an oral presentation shall in no way constitute acceptance of a proposal or imply that an agreement is pending. The County reserves the right to award the opportunity to provide the services specified herein based on initial proposal submissions without oral presentations.

<u>Criterion</u>	<u>Weight</u>
Firm and Staff Qualifications	25
Experience with Similar Size and Scope of Work	25
Understanding of the Scope of Work and Methodology	20
Management/Reporting Systems and Training Manual Quality	10
Cost	20

The Consultant may be required before the award of any contract to show to the complete satisfaction of Pasco County that it has the necessary facilities, ability and financial resources to provide the service specified therein in a satisfactory manner. The Consultant may also be required to give past work history and references in order to satisfy Pasco County with regard to the Consultant's assigned personnel. Pasco County may make reasonable investigations deemed necessary and proper to determine the ability of the same to perform the work, and the Consultant shall furnish to the County all information for this purpose that may be requested. The County reserves the right to reject any response if the evidence submitted by, or investigation of, the Consultant and assigned personnel fails to satisfy the County that such is(are) properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the Consultant's proposal shall include:

1. The ability, capacity, skill, and financial resources to perform the work or provide the service required;
2. The ability of the Consultant and assigned personnel to perform the work or provide the service promptly or within the time specified, without delay or interference;
3. The character, integrity, reputation, judgment, experience, and efficiency of the Consultant; and
4. The quality of performance of previous contracts or services.

# **EXHIBIT “B”**

**FHWA - 1273**

## **REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS**

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor 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 contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency 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 the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**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 forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**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, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contract). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\*\*\*\*\*

**2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. 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 any Federal 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.

b. 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 Federal 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.

2. 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. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

ATTACHMENT A

**CONSULTANT INFORMATION/CERTIFICATION FORM**

1. Legal Name of Consultant. Indicate if the Consultant is a Corporation, Joint Venture, Partnership, etc:

\_\_\_\_\_

2. Name/title of contact person for the Consultant: \_\_\_\_\_

3. Local business and mailing address: \_\_\_\_\_

4. Primary business and mailing address: \_\_\_\_\_

5. Telephone number: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

The above named Consultant affirms and declares:

- A. That the Consultant understands all requirements of this request and states that as a serious Consultant they will comply with all the stipulations included in this request.
- B. That the Consultant is of lawful age and that no other person, firm or corporation has any interest in this Proposal or in the contract proposed to be entered into except as expressly stated below:
- C. That this proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud except as expressly stated below:
- D. That the Consultant is not in arrears to the Pasco County Board of County Commissioners upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the Pasco County Board of County Commissioners except as expressly stated below:
- E. That no officer or employee or person whose salary is payable in whole or in part from the COUNTY is, will be or become interested, directly or indirectly, surety or otherwise in this response; in the performance of the resulting contract; in the purchase of supplies, materials, equipment, work and/or labor to which they relate; or in any portion of the profits thereof.
- F. That the Consultant has received and carefully examined all Addenda issued prior to the opening/closing date indicated on the cover.
- G. That by submitting a response, the Consultant certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any subdivision or agency of the State of Florida.
- H. That pursuant to Section 287.087, Florida Statutes, Consultants understand that they may certify in their response that they have implemented a drug free workplace program. If two or more responses are deemed equal, preference will be given in the award process to the Consultant who has furnished such certification with their response.

ATTACHMENT A (continued)

Expressions and Miscellaneous Declarations (attach additional sheets, if necessary):

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IN WITNESS WHEREOF, this Proposal is hereby signed and sealed as of the date indicated.

ATTEST:

CONSULTANT:

\_\_\_\_\_  
Witness

BY: \_\_\_\_\_ (SEAL)  
(Authorized Signature in Ink)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Printed name of Signatory)

\_\_\_\_\_  
(Printed Title of Signatory)

CORPORATE SEAL  
(where appropriate)

\_\_\_\_\_  
(Signature Date)

ATTACHMENT A (continued)

(ACKNOWLEDGEMENT OF PROPOSER, IF A CORPORATION)

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_  
who is personally known to me or who has produced \_\_\_\_\_  
as identification and who did take an oath and who executed the foregoing instrument as \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_, a

\_\_\_\_\_ corporation, and who severally and duly acknowledged the  
execution of such instrument as such officer aforesaid, for and on behalf of and as the act and deed of  
said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of  
Directors or other appropriate authority of said corporation, and who, having knowledge of the several  
matters stated in said foregoing instrument, certified the same to be true in all respects.

He/She is personally known to me or has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal the date aforesaid.

\_\_\_\_\_ (Signature of the Person taking Acknowledgement)

\_\_\_\_\_ (Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_ (Title or Rank)

\_\_\_\_\_ (Serial Number, if any)

ATTACHMENT A (continued)

(ACKNOWLEDGEMENT OF PROPOSER, IF A PARTNERSHIP OR INDIVIDUAL)

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did take an oath and who executed the foregoing instrument as a member of the firm \_\_\_\_\_ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

He/She is personally known to me or has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal the date aforesaid.

\_\_\_\_\_ (Signature of the Person taking Acknowledgement)

\_\_\_\_\_ (Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_ (Title or Rank)

\_\_\_\_\_ (Serial Number, if any)

**ATTACHMENT "B"**  
**ACKNOWLEDGEMENT OF CONTRACTOR**



**ACKNOWLEDGEMENT OF CONTRACTOR  
(IF A PARTNERSHIP OR AN INDIVIDUAL)**

STATE OF \_\_\_\_\_ }  
\_\_\_\_\_ } ss  
COUNTY OF \_\_\_\_\_ }

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned authority, personally appeared \_\_\_\_\_, to me known to be the individual described in and who executed the foregoing instrument on behalf of \_\_\_\_\_ [name of partnership, sole proprietorship, or individual] as the CONTRACTOR herein, and acknowledged the execution of same, for and on behalf of, and as the act and deed of the aforesaid CONTRACTOR, for the uses and purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

\_\_\_\_\_  
(Signature of Notary Public - State of Florida)

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known \_\_\_\_\_ or produced identification \_\_\_\_\_ [check one]

Type of identification produced \_\_\_\_\_ [describe].

(NOTARY SEAL)

BOND NO. \_\_\_\_\_

**ATTACHMENT "C"**  
**PERFORMANCE BOND FORM**

\_\_\_\_\_

Name of Contractor: \_\_\_\_\_

Principal Business Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_

Facsimile: (\_\_\_\_\_) \_\_\_\_\_

Name of Surety: \_\_\_\_\_

Principal Business Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_

Facsimile: (\_\_\_\_\_) \_\_\_\_\_

Owner of Property Being Improved:

**Pasco County Board of County Commissioners**  
**Attn: Purchasing Department**  
**8919 Government Drive**  
**New Port Richey, Florida 34654-5598**  
**Telephone No. (727) 847- 8194**

Contracting Public Entity (if different from Owner): \_\_\_\_\_ (N/A)

Contract Number Assigned by Public Entity (BOCC No.): \_\_\_\_\_

(Bid No.): \_\_\_\_\_

Description of Project (including if applicable, a legal description and the street address of the property being improved and a general description of the improvement):

See Attachment ("Legal Description")

DISASTER MANAGEMENT, MONITORING, OVERSIGHT AND RECOVERY SERVICES

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BOND NO. \_\_\_\_\_

## PERFORMANCE BOND

I. KNOW ALL PERSONS BY THESE PRESENTS: That \_\_\_\_\_, as Principal, whose address is \_\_\_\_\_, and \_\_\_\_\_, as Surety, whose address is \_\_\_\_\_, are held and firmly bound unto the Board of County Commissioners, Pasco County, Florida, as Obligee in the sum of \$500,000.00 for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

II. WHEREAS, the Principal has entered into a contract with Obligee, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for **DISASTER MANAGEMENT, MONITORING, OVERSIGHT AND RECOVERY SERVICES** in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

III. THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract.
2. Pays Obligee any and all losses, damages, including delay damages, costs and attorneys fees that Obligee sustains because of any default by Principal under the Contract.
3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein, shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extension of time, alterations or additions to the terms of the Contract or to work or to the specifications.

In no event shall the Surety be liable in the aggregate to Obligee for more than the penalty of its Performance Bond regardless of the number of suits that may be filed by Obligee.

THIS BOND IS DATED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the date of issue by the Surety or by the Surety's agent and the date of such agent's power-of-attorney).

ATTEST:

PRINCIPAL: \_\_\_\_\_

\_\_\_\_\_  
Witness

BY: \_\_\_\_\_ (SEAL)  
Authorized Signature (Principal)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title of Person Signing Above

-OR-

\_\_\_\_\_  
Witness

BY: \_\_\_\_\_ (SEAL)  
As Attorney in Fact (Attach Power)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Business Address

( ) \_\_\_\_\_  
Business Telephone

STATE OF \_\_\_\_\_ }  
\_\_\_\_\_ }ss.  
COUNTY OF \_\_\_\_\_ }

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned authority, personally appeared \_\_\_\_\_, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of \_\_\_\_\_ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

\_\_\_\_\_  
(Signature of Notary Public - State of Florida)

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name)

Personally known \_\_\_\_\_ or produced identification \_\_\_\_\_

Type of identification produced \_\_\_\_\_

(NOTARY SEAL)

ATTEST

SURETY: \_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Witness

BY \_\_\_\_\_ (SEAL)  
Authorized Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

-OR-

\_\_\_\_\_  
Witness

BY: \_\_\_\_\_ (SEAL)  
As Attorney in Fact (Attach Power)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
License Number of Agent

COUNTERSIGNED (if applicable):

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Agency Name

\_\_\_\_\_  
Agent's License No. Telephone

\_\_\_\_\_  
Agency Mailing Address

( ) \_\_\_\_\_  
Agency Telephone No.

( ) \_\_\_\_\_  
Agency Fax No.

STATE OF \_\_\_\_\_ }

}ss.

COUNTY OF \_\_\_\_\_ }

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned authority, personally appeared \_\_\_\_\_, to me known to be the individual described in and who executed the foregoing instrument as a member of the firm of \_\_\_\_\_ (if applicable) and acknowledged the execution of same, for and on behalf of and as the act and deed of said firm, for the uses and purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

\_\_\_\_\_  
(Signature of Notary Public - State of Florida)

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name)

Personally known \_\_\_\_\_  
or produced identification \_\_\_\_\_

Type of identification produced \_\_\_\_\_

(NOTARY SEAL)

BOND NO. \_\_\_\_\_

**ATTACHMENT "D"**  
**PAYMENT BOND FORM**

Name of Contractor: \_\_\_\_\_

Principal Business Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_

Facsimile: (\_\_\_\_) \_\_\_\_\_

Name of Surety: \_\_\_\_\_

Principal Business Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_

Facsimile: (\_\_\_\_) \_\_\_\_\_

Obligee of Property Being Improved:

**Pasco County Board of County Commissioners**  
**Attn: Purchasing Department**  
**8919 Government Drive**  
**New Port Richey, Florida 34654-5598**  
**Telephone No. (727) 847-8194**

Contracting Public Entity (if different from Owner): \_\_\_\_\_ (N/A)

Contract Number Assigned by Public Entity (BOCC No.): \_\_\_\_\_

(Bid No.): \_\_\_\_\_

Description of Project (including if applicable, a legal description and the street address of the property being improved and a general description of the improvement):

See Attachment ("Legal Description")

DISASTER MANAGEMENT, MONITORING, OVERSIGHT AND RECOVERY SERVICES

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## PAYMENT BOND

I. KNOW ALL PERSONS BY THESE PRESENTS: That \_\_\_\_\_, as Principal, whose address is \_\_\_\_\_ and \_\_\_\_\_, as Surety, whose address is \_\_\_\_\_, are held and firmly bound unto the Board of County Commissioners, Pasco County, Florida, as Obligee in the sum of \$500,000.00 for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

II. WHEREAS, the Principal has entered into a contract with Obligee, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for **DISASTER MANAGEMENT, MONITORING, OVERSIGHT AND RECOVERY SERVICES** in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

III. A. NOW THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Shall promptly make payments to all claimants as defined in section 255.05(1), Florida Statutes, supplying the Principal with labor, materials, or supplies, as used directly or indirectly by the Principal in the prosecution of the work provided for in the Contract; and
2. Shall pay the Obligee for all losses, damages, expenses, costs, and attorney's fees, including those resulting from appellate proceedings, that the Obligee sustains because of a default by the Principal in contravention to the Contract in regard to payment for such labor, materials, or supplies furnished to the Principal; then this Bond is void; otherwise, this Bond remains in full force and effect.

B. BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the Obligee of any extension of time for the performance of the said Contract, or any other forbearance on the part of the Obligee or Principal to the other, shall not in any way release the Principal and the Surety, or either or any of them, their heirs, their personal representatives, their successors or their assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.
2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in section 255.05, Florida Statutes, and as otherwise provided by law.
3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to section 255.05, Florida Statutes.

THIS BOND IS DATED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the date of issue by the Surety or by the Surety's agent and the date of such agent's power-of-attorney).

ATTEST:

PRINCIPAL: \_\_\_\_\_

\_\_\_\_\_  
Witness

BY: \_\_\_\_\_(SEAL)  
Authorized Signature (Principal)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title of Person Signing Above

-OR-

\_\_\_\_\_  
Witness

BY: \_\_\_\_\_(SEAL)  
As Attorney in Fact (Attach Power)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Business Address

( ) \_\_\_\_\_  
Business Telephone



-OR-

\_\_\_\_\_  
Witness

BY: \_\_\_\_\_ (SEAL)  
As Attorney in Fact (Attach Power)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
License Number of Agent

COUNTERSIGNED (if applicable):

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Agency Name

\_\_\_\_\_  
Agent's License No./Telephone

\_\_\_\_\_  
Agency Mailing Address

( ) \_\_\_\_\_  
Agency Telephone No.

( ) \_\_\_\_\_  
Agency Fax No.

# Exhibit C

abatement, data management, and hauler invoice reconciliation and contracting, and FEMA appeals assistance.

3. TECHNICAL APPROACH:

Provide a description of the Consultant's approach to the project, to include startup procedures/requirements, debris estimate methodology, analysis of debris recovery operations and management of the debris recovery contractors, billing/invoices reporting procedures to FEMA and the County. Provide a copy of Consultant's internal training program. Provide under separate cover the Consultants training manual.

4. COST:

Each Consultant must complete and submit the Cost Proposal Form/Fee Schedule below. Cost will be evaluated using the hourly rates submitted below for the labor positions listed. The hourly labor rates shall include all applicable overhead and profit. All non-labor related project costs will be billed to the County at cost without mark-up. Consultant may include other positions with hourly rates and a job description for each. **The services identified in Section 1 (General Debris Monitoring Services) shall be the primary scope of work and basis for cost proposals. The services identified in Sections 2 (Emergency Management Planning, Training and Exercise) and 3 (Public Assistance Consulting Services) are secondary and shall be priced in menu fashion so that the services can be secured as needed.** Please provide a separate schedule of fees for the services identified in Sections 2 and 3.

<u>POSITIONS</u>	<u>HOURLY RATE</u>
Project Manager	\$ <u>72.00</u>
Operation Managers	\$ <u>50.00</u>
Scheduler/Expeditors	\$ <u>32.00</u>
GIS Analyst	\$ <u>45.00</u>
Field Supervisors	\$ <u>42.00</u>
Debris Site/Tower Monitors	\$ <u>30.50</u>
Environmental Specialist	\$ <u>55.00</u>
Project Inspectors (Citizen Drop-Off Site Monitors)	\$ <u>30.50</u>
Field Coordinators (Crew Monitors)	\$ <u>30.50</u>
Load Ticket Data Entry Clerks (QA/QC)	\$ <u>22.00</u>
Billing/Invoice Analysts	\$ <u>45.00</u>
Project Coordinators	\$ <u>32.00</u>

## COST PROPOSAL – ADDITIONAL POSITIONS

Tetra Tech, Inc. has offered Pasco County two pricing schedules: 1. hourly rates with the use of paper tickets (*included on the County's Cost Form*) and 2. hourly rates with the use of our automated debris management system (ADMS), RecoveryTrac™ (included below). As stated in Federal Emergency Management Agency (FEMA) 327, the use of automated systems is “cost effective”. We have demonstrated within our proposal the numerous ways that RecoveryTrac™ provides efficiency and requires less total hours to manage a debris monitoring project due to the amount of reduced data and quality control costs to the County. We have completed our last 19 debris monitoring projects using our automated system and *recommend the use of RecoveryTrac™ for Pasco County.*

Exhibit 4-1 includes additional debris monitoring positions and hourly rates with the use of paper tickets.

Exhibit 4-2 lists debris monitoring labor categories and hourly rates with the use of our ADMS. The hourly rates below include all applicable overhead and profit. All non-labor related project costs will be billed to the County at cost without mark-up.

Exhibit 4-1: Additional Debris Monitoring Positions and Hourly Rates with Paper Tickets

Labor Category	Position Description	Hourly Rate (Paper Tickets)
<b>Data Manager</b>	Data managers are responsible for multiple functions during debris removal activities, including reporting and quality assurance/quality control of all automated debris management system (ADMS) documentation in the field along with storing the documentation in preparation for future audits. They validate documentation and metrics being reported as accurate and on-schedule.	\$55.00
<b>Health and Safety Manager</b>	Health and safety managers are responsible for writing and implementing an approved safety plan that meets Occupational Safety and Health Administration requirements. They also are responsible for day-to-day activities, including daily “tailgate” safety briefings and ensuring safety training for all personnel is up to date.	\$55.00
<b>FEMA Public Assistance (PA) Consultant</b>	FEMA PA Consultants prepare and process grant payments, monitor PA grant activities, coordinate and communicate with stakeholders, maintain contracts and records, and prepare correspondence when necessary. They are knowledgeable of grant management; are able to work with state, federal, and local officials; and are customer service-oriented.	\$95.00

Exhibit 4-2: Debris Monitoring Hourly Rates with the Use of ADMS

Labor Category	Hourly Rate (ADMS)
<b>Project Manager</b>	\$72.00
<b>Operations Manager</b>	\$60.00
<b>Scheduler/Expeditors</b>	\$32.00
<b>GIS Analyst</b>	\$45.00
<b>Field Supervisors</b>	\$45.00
<b>Debris Site/Tower Monitor</b>	\$34.00
<b>Environmental Specialist</b>	\$55.00
<b>Project Inspectors (Citizen Drop-Off Site Monitors)</b>	\$34.00
<b>Field Coordinators (Crew Monitors)</b>	\$34.00
<b>Load Ticket Data Entry Clerks (QA/QC)</b>	\$0.00

## Section 4: Cost Proposal – Additional Positions

Labor Category	Hourly Rate (ADMS)
Billing/Invoice Analyst	\$45.00
Project Coordinators	\$32.00
<b>Additional Positions:</b>	
Data Manager	\$55.00
Health and Safety Officer	\$55.00
FEMA Public Assistance Consultant	\$95.00
<b>ADMS Ticketing Specialist:</b> An ADMS ticketing specialist will replace the role of supervising monitor during ADMS deployments. An ADMS ticketing specialist will have the same responsibilities as a supervising monitor but will be responsible for field device support and ADMS quality assurance and quality control. All ADMS ticketing specialists will complete specialized training and have the skill set to immediately respond providing efficiency to the project. Tetra Tech will deploy 1 electronic ticket manager for every 7 to 15 monitors working (dependent on span of control needed on the project).	\$55.00

### Hourly Labor Rates for Emergency Management Planning and Training

Exhibit 4-3 provides a listing of labor categories and hourly rates for emergency management planning and training services. The fees for these services can be provided to the County on a firm fixed fee or time and materials basis. All non-labor related project costs will be billed at cost without mark-up. Mileage will be billed at the federally published rate.

Exhibit 4-3: Hourly Rates for Emergency Management Planning and Training

Labor Category	Hourly Rate
Principal Planner/Principal-In-Charge	\$190.00
Senior Planner/Senior Consultant	\$150.00
Planner/Consultant III	\$135.00
Junior Planner/Consultant I	\$110.00

### Hourly Labor Rates for Financial Recovery Services

Exhibit 4-4 provides a listing of labor categories and hourly rates for financial recovery services. The fees for these services can be provided to the County on a firm fixed fee or time and materials basis. All non-labor related project costs will be billed at cost without mark-up. Mileage will be billed at the federally published rate.

Exhibit 4-4: Hourly Rates for Financial Recovery Services

Labor Category	Hourly Rate
Principal	\$125.00
Project Manager	\$115.00
Project Specialist	\$95.00
Senior Grant Management Consultant	\$145.00
Grant Management Consultant	\$125.00
Administrative Assistant	\$48.00

Exhibit D



# PASCO COUNTY, FLORIDA

*"Bringing Opportunities Home"*

PASCO COUNTY PURCHASING DEPARTMENT  
8919 GOVERNMENT DRIVE  
NEW PORT RICHEY, FL 34654-5598

TELEPHONE: (727) 847-8194  
FAX: (727) 847-8065  
WEB: [www.FloridaBidSystem.com](http://www.FloridaBidSystem.com)

June 19, 2015

Jonathan Burgiel, Vice President  
Tetra Tech, Inc.  
Lucien Way, Suite 120  
Maitland, FL 32751

RE: RFP-FA-15-080 DISASTER MANAGEMENT, MONITORING, OVERSIGHT AND RECOVERY SERVICES

Mr. Burgiel,

Please be advised that Pasco County has completed their review of proposals received in response to the above-referenced solicitation. As a result, it is our intent to recommend award of the above-referenced solicitation to your firm in the amount of \$250,000.00 for the initial term of the Agreement, unless otherwise increased, upon the written approval of the County.

My recommendation will be presented to the Board of County Commissioners (BCC) for its review and approval. Two (2) signed Agreements and the following documents must be returned to my office **AS SOON AS POSSIBLE. DO NOT DATE THE AGREEMENTS** as they will be dated as of the date of BCC approval.

1. Notarized letter from a surety authorized to do business in the State of Florida, verifying the consultant is bondable in the State of Florida in the amount of \$500,000 for both a performance bond and a payment bond.
2. Certificate(s) of Insurance proving coverage required by the subject specifications (amounts are specified in the General Provisions—copy attached). **PASCO COUNTY BOARD OF COUNTY COMMISSIONERS MUST BE LISTED AS ADDITIONAL INSURED WITH REGARD TO COVERAGE SPECIFIED IN THE ABOVE-REFERENCED SOLICITATION.**

The two (2) Agreements must be signed with blue ink. One (1) original will be retained by Board Records and one (1) original will be returned to you for recording purposes. Once all documents are received, they will be distributed through the various County departments for final review. Upon completion of the review, the package will be presented to the BCC with a recommendation for approval of award. Upon BCC approval, an executed copy of the Agreement will be forwarded to you.

Your prompt attention and cooperation in this matter is greatly appreciated. Should you have any questions or comments, please contact me.

Sincerely,

Jessica Baraket  
Purchasing Director

Enclosures