

CS-20-314

(Contract Management Use only)

CONTRACT TRACKING NO.

CM2992-A2

# BOCC CONTRACT APPROVAL FORM

## GENERAL INFORMATION

Requesting Department South Amelia Island Shore Stabilization Municipal Services Benefit Unit  
Contact Person: Drew Wallace, SAISSA President / Bill Moore, SAISSA Tech. Representative  
Telephone: (904) 753-4178 Fax: ( ) Email: moor1706@bellsouth.net

## CONTRACTOR INFORMATION

Name: S.J. Hamill Construction Company, LLC  
Address: 2008 Cherry Hill Lane Charleston SC 29405  
City State Zip  
Contractor's Administrator Name: Will Spielvogel, P.E. Title: President  
Telephone: (843) 872-8001 Fax: ( ) Email: will@sjhamill.com

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF CONTRACTOR (NAME AND EMAIL ADDRESS)

Authorized Signatory Name: Will Spielvogel, P.E.  
Authorized Signatory Email: will@sjhamill.com

## CONTRACT INFORMATION

Contract Name: CM-2992 South Amelia Island Dredging and Beach Nourishment Project  
Description: Beach Nourishment, 1.8M cubic yards, sand to be dredged from Nassau Sound ebb shoal  
GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.  
Terms: Payment Period: July to November 2021 Amount per Period: \$ 2,919,400.00/mo. (avg.)  
Total Amount of Contract: \$14,597,000.00  
APPROXIMATE IF NECESSARY

Source of Funds: SAISS-MSBU Termination/Cancellation: n/a

Authorized Signatory: Taco E. Pope, AICP, County Manager  
IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: May 2021 to: December 2021

Status:   New   Renew   X Amend# 1   WA/Task Order

How Procured:   Sole Source   Single Source    ITB   RFP   RFQ   Coop.   Other

### If Processing an Amendment:

Contract #: CM2992 Increased Amount of Existing Contract: \$0.00 (no change)  
New Contract Dates: (no change) to (no change) Total or Amendment Amount: \$0.00 (no change)

Continued on next page

**CHECKLIST**

Complete and attach before sending contract for final signature

Requirement	Description	Certified Complete By
Contract, Exhibits and Appendices	1) The contract and all documents incorporated by reference in the contract, including exhibits and appendices are attached (including E-Verify, Pricing, Scope, etc.) and properly identified; and 2) All such documents have been read and agreed to in their entirety by originating department and any faculty and staff members who have obligations under this contract.	
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.	
Understanding	Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.	
Competition/Conflicts and Existing Contracts/ Compliance	This contract does not conflict with any other contracts, promises or obligations of the BOCC. The requesting department verifies the BOCC can comply with all terms and conditions.	
Other Necessary Agreements	All other necessary agreements or waivers referred to in contract have been obtained and are attached and properly identified for reference.	
Indemnification	BOCC may not indemnify, hold harmless, be liable to, or reimburse any other party to the contract for claims, lawsuits, damages, attorney fees, or losses incurred by that party in connection with the contract.	
Term of Contract	Start and end dates of contract are included. Any renewals are included.	
Warranties/Guarantees	Warranties or guarantees give satisfactory protection.	
Insurance	Risk manager _____ has or _____ will approve insurance clauses. Levels confirmed ins requirements	
Governing Law	The contract is governed under the laws of the State of Florida. The contract may be silent on this issue but in no event will another state's law govern the agreement.	
Confidentiality Agreements	All nondisclosure clauses include exceptions regarding disclosure as required by law. If not applicable, indicate "n/a."	
Printed/Typed Names	Names of all persons signing contracts are printed or typed below signatures.	

**APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY**

1. WILLIAM MOORE 9/3/2021 SAISSA  
Department Head Signature Date Submitting Department
2. [Signature] 9/3/2021 NA  
Procurement Date Funding Source/Acct #
3. Megan Diehl 9/14/2021  
Office of Management & Budget Date
4. Michael S. Mullin 9/16/2021  
County Attorney Date

**COUNTY MANAGER – FINAL SIGNATURE APPROVAL**

5. Tao E. Popey AICP 9/16/2021  
County Manager Date

**RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:**

Original: Clerk's Services; Contractor (original or certified copy)  
Copies: Department: Procurement; Office of Management & Budget; County Attorney; Contract Management; Clerk Finance

**AMENDMENT # 02 TO NASSAU COUNTY, FL, CONTRACT #2992**

This Amendment No. 2 entered into on this 22 day of September, 2021, between the Board of County Commissioners of Nassau County, Florida, 96135 Nassau Place, Suite 1, Yulee, Florida, 32097, a political subdivision of the State of Florida (hereinafter "County" or "Owner") and SJ Hamill Construction Company, LLC, (hereinafter "Contractor"), whose primary business address is 2008 Cherry Hill Lane, Charleston, SC 29405.

WHEREAS, The County and Contractor previously entered into this certain contract, effective May 18, 2021, to construct the SOUTH AMELIA ISLAND DREDGING & BEACH NOURISHMENT PROJECT (Contract CM#2992), and amended this certain contract on August 3, 2021.

WHEREAS the Parties desire to amend the Original Agreement (as previously amended) to incorporate and/or clarify contract provisions required by the Federal Emergency Management Agency (FEMA) during FEMA beach repair projects.

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the Parties hereby agree as follows:

1. The Original Contract is hereby amended to include Attachment A, FEMA Contract Provisions, and Attachment B, Certification Regarding Lobbying.
2. All other terms and conditions of the Original Contract (as previously amended), which are incorporated herein by this reference, not inconsistent with the provisions of this Amendment, shall remain in full force and effect.

*(continued...)*

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed by its duly authorized representatives as of the date on which the last of the parties hereto executes this Contract.

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

By:

Taco E. Pope, AICP  
Taco E. Pope, AICP, County Manager

Date: 9/16/2021

CONTRACTOR:  
SJ HAMILL CONSTRUCTION COMPANY, LLC

By: Will Spielvogel

Date: 9/22/2021

will spielvogel President  
Name and Title – Typed or Printed

**ATTACHMENT A  
AMENDMENT #02 TO NASSAU COUNTY, FL, CONTRACT #2992  
FEMA CONTRACT PROVISIONS**

In reference to the Federal Emergency Management Agency (FEMA) "CONTRACT PROVISIONS TEMPLATE" prepared by the FEMA Office of General Counsel – Procurement Disaster Assistance Team and 2 C.F.R. Part 200, Appendix II, the following provisions are applicable, except as otherwise stated.

**PROVISION 1 – REMEDIES**

1.1 Standard. Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

1.2 Application. Remedies for Contractor violations or breaches of contract terms are provided in these Contract Documents.

1.2.1 Article 12 of the General Conditions of the Contract (Section 2200) provide terms and conditions for tests and inspections; remedies for defective work; uncovering work; stoppage of work; and corrections of work by Owner, with applicable charges to Contractor.

1.2.2 Article 13 of the General Conditions of the Contract (Section 2200) provide terms and conditions that establish payments to the Contractor and that allow for reductions in payment; Contractor waiver of claims; correction periods for defective work.

**PROVISION 2 – TERMINATION FOR CAUSE AND CONVENIENCE**

2.1 Standard. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement.

2.2 Application. Article 14 of the General Conditions of the Contract (Section 2200) provide terms and conditions for Suspension of Work and Termination by the Owner for cause and for convenience.

**PROVISION 3 – EQUAL EMPLOYMENT OPPORTUNITY**

3.1 Standard. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

3.2 Application. In addition to the Equal Employment Opportunity Certification provided with the Contractor Bid Submittal (Section 1350), during the performance of this Contract, the Contractor agrees as follows:

- 3.2.1 The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- 3.2.2 The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- 3.2.3 The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- 3.2.4 The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- 3.2.5 The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- 3.2.6 The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- 3.2.7 In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract

may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- 3.2.8 The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

**PROVISION 4 – DAVIS-BACON ACT** - Not applicable to Public Assistance (PA) Program.

**PROVISION 5 – COPELAND ANTI-KICKBACK ACT** - Not applicable to PA Program

**PROVISION 6 – CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

- 6.1 Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- 6.2 Application. Regarding compliance with the Contract Work Hours and Safety Standards Act, the Contractor Agrees to:
- 6.2.1 *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.

- 6.2.2 *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(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 (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- 6.2.3 *Withholding for unpaid wages and liquidated damages.* FEMA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- 6.2.4 *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(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 (b)(1) through (4) of this section.

#### **PROVISION 7 – RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

Not applicable to PA Program

#### **PROVISION 8 – CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT**

- 8.1 **Standard.** If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency.
- 8.1 **Application.** In addition to the air and water pollution prevention measures detailed in the project permits (Appendix A, including the Department of the Army Permit issued under the authority of Section 404 of the Clean Water Act) and the Environmental Protection Specifications of the Contract (Section 3400), the Contractor agrees to the following provisions:
- 8.1.1 **Clean Water Act**
- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.



- b. The Contractor agrees to report each violation to the Engineer and Owner and understands and agrees that the Engineer and Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**8.1.2 Federal Water Pollution Control Act**

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The Contractor agrees to report each violation to the Engineer and Owner and understands and agrees that the Engineer and Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**PROVISION 9 – DEBARMENT AND SUSPENSION**

- 9.1 **Standard.** Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).
- 9.2 **Application.** Regarding Suspension and Debarment, the Contractor agrees and certifies to:
  - 9.2.1 This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
  - 9.2.2 The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - 9.2.3 This certification is a material representation of fact relied upon by Owner and Engineer. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Owner and Engineer, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  - 9.2.4 The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **PROVISION 10 – BYRD ANTI-LOBBYING AMENDMENT**

- 10.1 **Standard.** Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.
- 10.2 **Application.** Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.  
**CERTIFICATION FORM – SEE ATTACHMENT B TO THIS AMENDMENT**

#### **PROVISION 11 – PROCUREMENT OF RECOVERED MATERIALS**

- 11.1 **Standard.** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. § 200.322.
- 11.2 **Application.** The Contractor agrees that:
- 11.2.1 In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - ii. Meeting contract performance requirements; or
  - iii. At a reasonable price.
- 11.2.2 Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site,
- 11.2.3 The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

#### **PROVISION 12 – ACCESS TO RECORDS**

- 12.1 **Standard.** All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may

be necessary, as required by DHS regulations and other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

**12.2 Application.**

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

12.2.2 The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

12.2.3 The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

12.2.4 In compliance with the Disaster Recovery Act of 2018, the (write in name of the non-federal entity) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**PROVISION 13 – CONTRACT CHANGES OR MODIFICATIONS**

13.1 Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

13.2 Application. Article 11 of the General Conditions of the Contract (Section 2200) provide terms and conditions for Changes in the Work and amending the Contract Documents.

**PROVISION 14 – DHS SEAL, LOGO, and FLAG**

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

**PROVISION 15 – COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**PROVISION 16 – NO OBLIGATION BY FEDERAL GOVERNMENT**

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

**PROVISION 17 – PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

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

**ATTACHMENT B  
AMENDMENT #02 TO NASSAU COUNTY, FL, CONTRACT #2992  
CERTIFICATION: BYRD ANTI-LOBBYING AMENDMENT**

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The Contractor, , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Will Spielvogel  
Signature of Contractor's Authorized Official

will spielvogel                      President

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

9/22/2021

\_\_\_\_\_  
Date