

**CONTRACT FOR PROFESSIONAL SERVICES**  
**FOR HURRICANE/DISASTER FIELD DEBRIS MONITORING**

THIS CONTRACT is entered into by and between the **Board of County Commissioners of Nassau County**, a political subdivision of the State of Florida, hereinafter referred to as the "County", and **Tetra Tech, Inc.**, located at 2301 Lucien Way, Suite 120, Maitland, Florida 32751, hereinafter referred to as the "Consultant".

**WHEREAS**, the County desires to obtain professional services for Hurricane/Disaster-Field Debris Monitoring services and said services are more fully described in the County's Request for Proposal ("RFP") numbered NC23-034-RFP, attached hereto and incorporated herein as Exhibit "A"; and

**WHEREAS**, a copy of the Consultant's Proposal is attached hereto as Exhibit "B" and made a part hereof; and

**WHEREAS**, the Consultant desires to render certain professional services as described in Exhibits "A" and "B", and has the qualifications, experience, staff and resources to perform those professional services; and

**WHEREAS**, the County, through a competitive selection process conducted in accordance with the requirements of law and County policy, and based upon the Consultant's assurance that it has the qualifications, experience, staff and resources, the County has determined that it would be in the best interest of Nassau County to award a contract to the Consultant for the rendering of those services described in Exhibits "A" and "B".

**NOW THEREFORE**, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

**SECTION 1. Recitals.**

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1.1 The above recitals are true and correct and are incorporated herein, in their entirety, by this reference.

## **SECTION 2. Exhibits.**

2.1 The Exhibits listed below are the exhibits incorporated into and made part of this Contract:

**Exhibit A** COUNTY'S REQUEST FOR PROPOSAL NC23-034-RFP ("RFP"), AS MODIFIED BY ADDENDA

**Exhibit B** CONSULTANT'S PROPOSAL BUT ONLY TO THE EXTENT RESPONSIVE TO THE COUNTY'S REQUEST FOR PROPOSAL NC23-034-RFP

**Exhibit C** INSURANCE REQUIREMENTS

**Exhibit D** FEDERAL PROVISIONS

## **SECTION 3. Employment of the Consultant.**

3.1 The County hereby agrees to engage the Consultant, and the Consultant hereby agrees to perform the professional services set forth in Exhibits "A" and "B".

## **SECTION 4. Scope of Services.**

4.1 The Consultant shall provide professional services in accordance with Exhibits "A" and "B". The Consultant shall commence the work in accordance with the issuance of a written Notice to Proceed issued by the County.

4.2 Services requested by the County or the County's representative that are not set forth in Exhibits "A" and "B" shall be considered additional services. The County may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of this Contract. The County may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of

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the Consultant, which shall not be unreasonably withheld. If unusual quantity requirements arise, the County may solicit separate bids to satisfy them.

**4.3** The County reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of the Consultant to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

**4.4** If the Consultant believes that any County restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, then the Consultant shall immediately notify the County in writing, indicating the specific restriction. The County reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the County.

**4.5** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers; additionally, no extra charges shall be applied for boxing, crating, packing, or insurance. All containers and packaging shall become and remain the County's property. All purchases are F.O.B. destination, transportation charges prepaid. A complete packing list must accompany each shipment. Transportation of goods shall be F.O.B Destination to any point within thirty (30) days after the County places an Order. The County assumes no liability for

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merchandise shipped to other than the specified destination. Items received in excess of quantities specified may, at the County's option, be returned at the Consultant's expense. Substitutions are not permitted. The Consultant, within five (5) days after receiving a purchase order, shall notify the County of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Consultant suspension. The Consultant guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Consultant or any subcontractors, in connection with the Contract.

**SECTION 5. The County's Responsibility.**

**5.1** The County shall provide the Consultant with all required data, information, and services regarding the requirements and objectives for the services under this Contract. The Consultant shall rely upon the accuracy and completeness of any information, reports, data supplied by the County or the County's representative.

**5.2** The County hereby designates the *Public Works Director*, or designee, to act on the County's behalf under this Contract. The *Public Works Director*, or designee, under the supervision of the County Manager, shall have complete authority to transmit instructions, receive information, interpret and define the County's policies and decisions with respect to materials, elements and systems pertinent to the provision of the Consultant's services.

**SECTION 6. Term of Contract and Option to Extend or Renew.**

**6.1** The term of this Contract shall begin upon the execution of this Contract by all parties and shall terminate *three (3) years from date of execution*. The term of this Contract may be extended in one (1) year increments *for an additional two (2) years* with no changes in terms or conditions, upon mutual written agreement between the Consultant and the County. Any

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extension or amendment to this Contract shall be subject to availability of funds of the County as set forth in Section 11 hereinbelow.

6.2. In the event that this Contract is continued beyond the term provided above by mutual consent of the parties and not reduced to writing, this Contract shall be carried out on a month-to-month basis and shall not constitute an implied renewal of the Contract. Said month-to-month extension shall be upon the same terms of the Contract and at the compensation and payment provided herein.

### **SECTION 7. Compensation.**

7.1 The Consultant shall be compensated in an amount *to be determined by storm/event activation* and in accordance with Exhibits "A" and "B".

7.2 The Consultant shall prepare and submit to the *Public Works Director* for approval, an invoice for the services rendered, with a copy provided to [invoices@nassaucountyfl.com](mailto:invoices@nassaucountyfl.com) and [jkirkland@nassaucountyfl.com](mailto:jkirkland@nassaucountyfl.com). Invoices for services shall be paid in accordance with the Florida Prompt Payment Act found at Section 218.70, Florida Statutes. All invoices shall be accompanied by a report or statement identifying the nature of the work performed, the hours required and compensation for the work performed. The report or statement shall show a summary of fees. The County reserves the right to withhold payment to the Consultant for failure to perform the work in accordance with the provisions of this Contract, and the County shall promptly notify the Consultant in writing if any invoice or report is found to be unacceptable and will specify the reasons therefor. The Consultant shall have thirty (30) days to cure any failure upon written notice. Consultant shall honor all purchase orders or work authorizations issued prior to the expiration of the term of this Contract.

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7.3 All representation, indemnifications, warranties and guaranties made in, required by or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, will survive final payment and termination or completion of this Contract.

7.4 Final Invoice: Consultant shall submit to County Consultant's final/last billing to County clearly marked as "Final Invoice." Submittal of the Final Invoice by Consultant to County shall indicate that all services have been performed by Consultant and that all charges and costs have been invoiced by the Consultant to County and that there is no further work to be performed and no further invoices to be submitted under this Contract.

#### **SECTION 8. Standard of Care.**

8.1 The Consultant shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily provided by a professional under similar circumstances, at the same time, and in the same locality. In the County's sole discretion, upon request by the County, the Consultant shall, at no additional cost to the County, re-perform services which in the sole discretion of the County do not meet the foregoing standard of care.

#### **SECTION 9. Equal Opportunity Employment.**

9.1 In connection with the work to be performed under this Contract, the Consultant agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

#### **SECTION 10. Access to Premises.**

10.1 The County shall be responsible for providing access to all project sites (if required), and for providing project site specific information.

#### **SECTION 11. Funding.**

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11.1 The County's performance and obligation under this Contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years and is subject to termination based on lack of funding.

**SECTION 12. Expenses.**

12.1 The Consultant shall be responsible for all expenses incurred while performing the services under this Contract including, but not limited to, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to the Consultant's agents, if any, hired by the Consultant to complete the work under this Contract.

**SECTION 13. Taxes, Liens, Licenses and Permits.**

13.1 The Consultant recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract. As such, the Consultant shall refrain from including taxes in any billing. The Consultant is placed on notice that this exemption generally does not apply to nongovernmental entities, contractors, or subcontractors. Any questions regarding this tax exemption shall be addressed to the County Manager.

13.2 The Consultant shall secure and maintain all licenses and permits required to perform the services under this Contract and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental authorities, required under this Contract, and to meet all federal, state, county and municipal laws, ordinances, policies and rules.

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**13.3** The Consultant acknowledges that property being improved that is titled to the County, shall not be subject to a lien of any kind for any reason. The Consultant shall include notice of such exemptions in any subcontracts and purchase orders issued under this Contract.

**SECTION 14. Governing Law, Venue and Compliance with Laws.**

**14.1** This Contract shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida, the Ordinances of Nassau County, and any applicable federal statutes, rules and regulations, including all Federal Emergency Management Agency (FEMA) rules and regulations applicable to services rendered under this Contract. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida, and **ANY TRIAL SHALL BE NON-JURY**. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

**14.2** The Consultant shall comply with applicable regulatory requirements including all federal, state, and local laws, rules, regulations, codes, orders, criteria, licensing requirements and standards.

**SECTION 15. Modifications.**

**15.1** The terms of this Contract may be modified only upon the written and mutual consent of both parties, and approval by appropriate legal authority in the County.

**SECTION 16. Assignment and Subcontracting.**

**16.1** The Consultant shall not assign, sublet, convey or transfer its interest, rights, duties or obligations under this Contract without the prior written consent of the County. In the event of any assignment, the Consultant remains secondarily liable for performance of this Contract,

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unless the County expressly waives such secondary liability. The County may assign this Contract with prior written notice to Consultant.

**16.2** In order to assign this Contract, or to subcontract any of the work requirements to be performed, the Consultant shall ensure and provide assurances to the County, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. The Consultant shall provide the County with the names of any subcontractor considered for work under this Contract; the County reserves the right to reject any subcontractor whose qualifications or performance, in the County's sole discretion, are insufficient. The Consultant shall be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements shall be evidenced by a written document available to the County upon request. The Consultant further agrees that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. The Consultant, at its expense, shall defend the County against such claims.

**16.3** The Consultant shall make payments to any of its subcontractors within seven (7) working days after receipt of full or partial payments from the County in accordance with Section 287.0585, Florida Statutes, unless otherwise stated in the contracts between the Consultant and subcontractors. The Consultant's failure to pay its subcontractor(s) within seven (7) working days shall result in a penalty charged against the Consultant and paid to the subcontractors in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to the actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

**SECTION 17. Severability.**

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17.1 If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**SECTION 18. Termination for Default.**

18.1 If the Consultant fails to perform any of its obligations under this Contract, and if such default remains uncured for a period of more than fifteen (15) days after notice thereof was given in writing by the County to the Consultant, then the County may, without prejudice to any right or remedy, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Withhold or suspend payment of all or any part of a request for payment;
- b. Require that the Consultant to refund to the County any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds;
- c. Exercise any corrective or remedial actions, to include but not be limited to:
  - (i) Requesting additional information from the Consultant to determine the reasons for or the extent of non-compliance or lack of performance;
  - (ii) Issuing a written warning to advise that more serious measures may be taken if the situation is not corrected;
  - (iii) Advising the Consultant to suspend, discontinue or refrain from incurring costs for any activities in question; or,
  - (iv) Requiring the Consultant to reimburse the County for the amount of costs incurred for any items determined to be ineligible.; and/or
- d. Terminate this Contract.

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**18.2** Pursuing any of the above remedies will not keep the County from pursuing any other rights or remedies which may be otherwise available under law or in equity. If the County waives any right or remedy in this Contract or fails to insist on strict performance by the Consultant, it will not affect, extend or waive any other right or remedy of the County, or affect the later exercise of the same right or remedy by the County for any other default by the Consultant.

**18.3** The Consultant and County recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the County. Therefore, the Consultant hereby assigns to the County any and all claims for such overcharges as to goods, materials or services purchased in connection with this Contract.

**18.4** Upon termination of this Contract pursuant to this Section, the Consultant shall immediately (1) stop work on the date specified; (2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; (3) transfer all work in process, completed work, and other materials related to the terminated work to the County; (4) render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

#### **SECTION 19. Termination for Convenience.**

**19.1** The County reserves the right to terminate this Contract in whole or part by giving the Consultant written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of written notice of termination from the County, the Consultant shall only provide those services and/or materials specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the Consultant for the payment of any

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obligations to the extent such responsibility has not been excused by breach or default of the Consultant. The Consultant shall promptly contact the County to make arrangements to render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

**SECTION 20. Nondisclosure of Proprietary Information and Contingent Fees.**

**20.1** The Consultant shall consider all information provided by the County and all reports, studies, calculations, and other documentation resulting from the Consultant's performance of the services to be proprietary unless such information is available from public sources. The Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the County or in response to legal process.

**20.2** The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract.

**SECTION 21. Ownership of Documents.**

**21.1** The Consultant shall be required to work in harmony with other County consultants relative to providing information requested in a timely manner and in the specified form. All documents, records, disks, original drawings, or other information shall become the property of the County upon completion for its use and distribution as may be deemed appropriate by the County.

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**SECTION 22. Force Majeure.**

**22.1** Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restrictions, strikes and freight embargoes. In all cases, the failure to perform shall be totally beyond the control and without any fault or negligence of the party.

**22.2** In the event of delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the party's performance obligation under this Contract. If the delay is excusable under this section, the delay shall not result in any additional charge or cost under the Contract to either party. In the case of any delay that the Consultant believes is excusable under this section, the Consultant shall notify the County in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Consultant could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date the Consultant first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE THE CONSULTANT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this section is a condition precedent to such remedy. The County, in its sole discretion, shall determine if the delay is excusable under this section and shall notify the Consultant of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the County. The Consultant shall not be entitled to an increase in the Contract price or payment of any kind from the County for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of

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acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this section, after the causes have ceased to exist, the Consultant shall perform at no increased cost, unless the County determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the County, in which case, the County may do any or all of the following: (1) accept allocated performance or deliveries from the Consultant, provided that the Consultant grants preferential treatment to the County with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by the Consultant for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

### **SECTION 23. Access And Audits of Records.**

**23.1** The Consultant shall maintain and make available adequate records to justify all charges, expenses, and costs incurred in providing the services and materials for at least five (5) years after completion of work contemplated under this Contract. Copies of these documents and records shall be furnished to the County, its agents, employees or designee, County Clerk of Court, including any other agents of other State agencies or the Federal Government upon request as required in this section for the purpose of inspection or audit during normal business hours upon five (5) days' written notice to the Consultant. Records of costs incurred shall include the Consultant's general accounting records and the project records, together with supporting documents and records, of the Consultant and all subcontractors performing work on the project, and all other records of the Consultant and subcontractors considered necessary by the County for a proper audit of project costs.

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**SECTION 24. Independent Consultant Status.**

**24.1** The Consultant shall perform the services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the Consultant or any of its agents or employees to be an agent, employee or representative of the County. The County shall not be bound by any acts or conduct of the Consultant or its employees, agents, representatives, assignees, or subcontractors. The Consultant agrees to include this provision in all of its subcontracts under this Contract.

**24.2** The Consultant and the County agree that during the term of this Contract: (a) the Consultant has the right to perform services for others; (b) the Consultant has the right to perform the services required by this Contract; and (c) the Consultant has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Contract.

**SECTION 25. Indemnification.**

**25.1** The Consultant shall indemnify and hold harmless the County and its agents and employees from all claims, liabilities, damages, losses, expenses and costs, including attorney's fees, arising out of or associated with or caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant or any persons employed or utilized by the Consultant, in the performance of this Contract. The Consultant shall, at its own expense, defend any and all such actions, suits, or proceedings which may be brought against the County in connection with the Consultant's performance under this Contract.

**SECTION 26. Insurance.**Initials JBInitials JS

**26.1** The Consultant shall provide and maintain at all times during the term of this Contract, without cost or expense to the County, such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance policies as detailed in Exhibit "C". The policy limits required are to be considered minimum amounts.

**26.2** The Consultant shall provide to the County a Certificate of Insurance for all policies of insurance and renewals thereof in a form acceptable to the County. Said certificates shall provide that the Nassau County Board of County Commissioners is an additional insured, and that the County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action with the exception of ten (10) days for non-payment. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

**SECTION 27. Dispute Resolution Process.**

**27.1** In the event of a dispute regarding the interpretation of the terms of this Contract, the County, in its sole discretion, may elect to use the dispute resolution process as set forth in this section.

**27.2** In the event the County elects to use the dispute resolution process under this section, the County shall send a written communication to the Consultant pursuant to Section 34 hereinbelow. The written notification shall set forth the County's interpretation of the terms of this Contract.

**27.3** The County shall then set a date and time for the parties to meet with the County

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Manager or designee. This meeting shall be set no more than twenty (20) days from the date that the written communication was sent to the Consultant. The Consultant may submit a written response to the County's written communication no less than five (5) days prior to the meeting with the County Manager or designee.

**27.4** If no satisfactory resolution as to the interpretation of the Contract terms reached at the meeting with the County Manager or designee, then the parties may elect to submit the dispute to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Consultant. The Consultant shall not stop work during the pendency of the dispute resolution or mediation process as set forth in this section.

**SECTION 28. E-Verify.**

**28.1** The Consultant shall comply with Section 448.095, Florida Statutes, and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by the Consultant during the term of this Contract to work in Florida. Additionally, if the Consultant uses subcontractors to perform any portion of the work (under this Contract), the Consultant shall include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: [www.uscis.gov/e-verify](http://www.uscis.gov/e-verify).

**28.2** The Consultant shall maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized entity consistent

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with the terms of the Consultant's enrollment in the program. This includes maintaining a copy of proof of the Consultant's and subcontractors' enrollment in the E-Verify program. If the Consultant enters into a contract with a subcontractor, the subcontractor shall provide the Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Consultant shall maintain a copy of such affidavit for the duration of the Contract.

**28.3** Compliance with the terms of the E-Verify program provision is made an express condition of this Contract and the County may treat a failure to comply as a material breach of the Contract. If the County terminates the Contract pursuant to Section 448.095(2)(c), Florida Statutes, the Consultant may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated and the Consultant is liable for any additional costs incurred by the County as a result of the termination of this Contract.

**SECTION 29. Public Records.**

**29.1** The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under this Contract, to the extent that the Consultant is providing services to the County, and pursuant to Section 119.0701, Florida Statutes, the Consultant shall:

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

**29.2** A request to inspect or copy public records relating to the County's contract for materials shall be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Consultant of the request, and the Consultant

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shall provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

**29.3** If the Consultant does not comply with the County's request for records, the County shall enforce the Contract provisions in accordance with the Contract.

**29.4** If the Consultant fails to provide the public records to the County within a reasonable time, the Consultant may be subject to penalties under Section 119.10, Florida Statutes.

**29.5** If a civil action is filed against the Consultant to compel production of public records relating to the Contract, the Court shall assess and award against the Consultant the reasonable costs of enforcement, including reasonable attorney fees if:

- a. The Court determines that the Consultant unlawfully refused to comply with the public records request within a reasonable time; and
- b. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Consultant has not complied with the request, to the County and to the Consultant.

**29.6** A notice complies with Section 29.5 b. hereinabove, if it is sent to the County's custodian of public records and to the Consultant at the Consultant's address listed on its Contract with the County or to the Consultant's registered agent. Such notices shall be sent pursuant to Section 34 hereinbelow.

**29.7** If the Consultant complies with a public records request within eight (8) business days after the notice is sent, the Consultant is not liable for the reasonable costs of enforcement.

**SECTION 30. Disclosure Of Litigation, Investigations, Arbitration or Administrative Decisions.**

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**30.1** During the term of this Contract, or any extension thereto, the Consultant shall have the continued duty to disclose to the County Attorney, in writing, upon occurrence, all civil or criminal litigation, arbitration, mediation, or administrative proceeding involving the Consultant. If the existence of the proceeding causes the County concerns that the Consultant's ability or willingness to perform this contract is jeopardized, the Consultant may be required to provide the County with reasonable written assurance to demonstrate the Consultant can perform the terms and conditions of the Contract. The Consultant warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Consultant's ability to satisfy its Contract obligations. The Consultant warrants that neither it nor any affiliate is currently on the convicted or discriminatory vendor lists, or on any similar list maintained by any other state or the federal government.

**SECTION 31. Public Entity Crimes.**

**31.1** 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 bid, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a Consultant, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business 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 following the date of being placed on the convicted vendor list.

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Initials



**31.2** In accordance with Section 287.133, Florida Statutes, the Consultant certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date of this Contract.

**31.3** The County shall verify the Consultant and any subcontractor's against the Federal Excluded Parties List System to ensure the Consultant or subcontractor is not disbarred or excluded from receiving Federal contracts.

**SECTION 32. Anti-Discrimination.**

**32.1** The Consultant agrees that it will not discriminate in employment, employee development, or employee advancement because of religious or political opinions or affiliations, race, color, national origin, sex, age, physical handicap, or other factors, except where such factor is a bonified occupational qualification or is required by State and/or Federal Law.

**SECTION 33. Advertising.**

**33.1** The Consultant shall not publicly disseminate any information concerning this Contract without prior written approval from the County, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying the County as a reference, or otherwise linking the Consultant's name and either description of this Contract or the name of the County in any material published, either in print or electronically, to any entity that is not a party this Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

**SECTION 34. Notices.**

Initials JB

Initials JS

**34.1** All notices, demands, requests for approvals or other communications given by the parties to another in connection with this Contract shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to the office of each party indicated below:

County: Nassau County  
Attn: Doug Podiak, Public Works Director  
45195 Musslewhite Road  
Callahan, Florida 32011

Consultant: Tetra Tech, Inc.  
Attn: Jonathan Burgiel  
2301 Lucien Way, Suite 120  
Maitland, Florida 32751

**SECTION 35. Attorney's Fees.**

**35.1** Notwithstanding the provisions of Section 29 hereinabove, in the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs.

**SECTION 36. Authority to Bind.**

**36.1** The Consultant represents and warrants that the Consultant's undersigned representative if executing this Contract of behalf of a partnership, corporation or agency has the authority to bind the Company to the terms of this Contract.

**SECTION 37. Conflicting Terms, Representations and No Waiver of Covenants or Conditions.**

**37.1** In the event of any conflict between the terms of this Contract and the terms of any exhibits, the terms of this Contract shall prevail.

Initials JB

Initials JS



**37.2** All representations, indemnifications, warranties and guaranties made by the Consultant in this Contract, as well as all continuing obligations indicated in this Contract, shall survive final payment and termination or completion of this Contract.

**37.3** The failure of either party to insist on strict performance of any covenant or condition herein, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance.

**37.4** The Consultant warrants that any goods provided by the Consultant under this Contract shall be merchantable. All goods provided shall be of good quality within the description given by the County, shall be fit for their ordinary purpose, shall be adequately contained and packaged with the description given by the County, shall conform to the agreed upon specifications, and shall conform to the affirmations of facts made by the Consultant or on the container or label.

**SECTION 38. Construction of Contract.**

**38.1** The parties hereby acknowledge that they have fully reviewed this Contract and any exhibits and have had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any party as if they were the drafter of this Contract.

**SECTION 39. Headings.**

**39.1** The section headings and captions of this Contract are for convenience and reference of the parties and in no way define, limit or describe the scope or intent of this Contract or any part thereof.

**SECTION 40. Entire Agreement and Execution.**

**40.1** This Contract, together with any exhibits, constitutes the entire Contract between the County and the Consultant and supersedes all prior written or oral understandings.

Initials JB

Initials JS

**40.2** This Contract may be executed in any number of counterparts; each executed counterpart hereof shall be deemed an original; and all such counterparts, when taken together, shall be deemed to constitute one and the same instrument.

**SECTION 41. Change of Laws.**

**41.1** If there is a change in any state or federal law, regulation or rule or interpretation thereof, which affects this Contract or the activities of either party under this Contract, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights or obligations under this Contract, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Contract. If the parties are unable to reach an agreement concerning the modification of this Contract within fifteen (15) days after the date of the notice seeking renegotiation, then either party may terminate this Contract by written notice to the other party. In such event, Consultant shall be paid its compensation for services performed prior to the termination date.

**SECTION 42. Scrutinized Companies.**

**42.1** The County may, at its option, terminate the Contract if the Consultant is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

[The remainder of this page left intentionally blank.]

Initials JB

Initials JS

IN WITNESS WHEREOF, the parties have executed this Contract which shall be deemed an original on the day and year last written below.

**BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA**

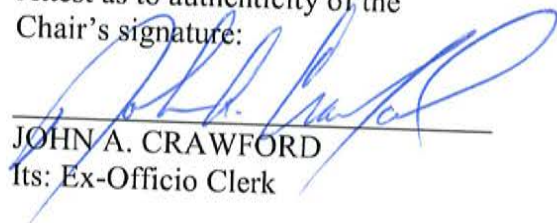


By: KLYNT A. FARMER

Its: Chairman

Date: 9-20-23

Attest as to authenticity of the  
Chair's signature:



JOHN A. CRAWFORD

Its: Ex-Officio Clerk

Approved as to form and legality by the  
Nassau County Attorney

*Denise C. May*

DENISE C. MAY

**TETRA TECH, INC.**



By: Jonathan Burgiel

Its: Business Unit President

Date: 8/31/2023

Initials JB

Initials JB



**EXHIBIT "A"**  
**COUNTY'S REQUEST FOR PROPOSAL**

**REVISED**

**NASSAU COUNTY**  
**FLORIDA**



**NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS**

**REQUEST FOR PROPOSALS (RFP)**

**HURRICANE/DISASTER – FIELD DEBRIS MONITORING**

**RFP NO. NC23-034-RFP**

**PROPOSALS ARE DUE NOT LATER THAN**

**MAY 18, 2023 @ 10:00 A.M.**

**NASSAU COUNTY  
FLORIDA**



**NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS**

**REQUEST FOR PROPOSALS (RFP)**

**HURRICANE/DISASTER – FIELD DEBRIS MONITORING**

**RFP NO. NC23-046-RFP**

**PROPOSALS ARE DUE NOT LATER THAN**

**MAY 18, 2023 @ 10:00 A.M.**

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## **SECTION 1: PROJECT INFORMATION**

### **1.1 PURPOSE:**

The County is seeking proposals for Field Debris Removal Monitoring Services and Fixed Site Debris Staging, Reduction, and Disposal Monitoring to assist the County with Post-Disaster Debris Management ( "Consultant", "Respondent", or "Vendor"). The Consultant will be compensated on specific rates of pay per position dedicated and working on the County job.

It is the intent of this solicitation to enter into a pre-event contract, which would result in no immediate cost to the County. The term of the contract will be for three (3) years, with a renewal clause for two (2) additional one (1) year renewal terms.

This solicitation will result in the selection of multiple experienced firms to perform monitoring functions on the removal, reduction, and lawful disposal of disaster-generated debris (other than household garbage) from public property, public rights-of-way, and at Temporary Debris Staging and Reduction Sites (TDSRS) in Nassau County, Florida, immediately after a tropical cyclone or other disaster.

### **1.2 BACKGROUND:**

Nassau County has 90,000+ residents and local population growth is predicted to outpace that of rest of the Jacksonville Metropolitan Statistical Area over the next 15 years. There are three incorporated municipalities in the county, two of which are small rural communities: the Town of Callahan, in the inland southwest, has fewer than 2,000 residents, while the Town of Hilliard's population, in the inland northwest, is estimated to be near 3,500. More than 12,000 residents are located within the City of Fernandina Beach's limits on the north end of Amelia Island. The island has a large seasonal-resident population and attracts more than 500,000 tourists a year with its beach resorts, municipal airport, recreational facilities, historic national sites, and aquatic preserve.

Nassau County spans a total 726 square miles, only 652 of which are land. Nassau's border with Georgia in the north and northwest is formed by the St. Mary's River. The Nassau River and Thomas Creek separate Nassau and Duval counties to the south. The county's location in the northeast corner of Florida, climate, natural features, and built environment make the jurisdiction susceptible to natural and man-made hazards including severe thunderstorms, tropical cyclones, tornadoes, wildfires, and infectious disease. Its low elevation and myriad of creeks contribute to countywide riverine flood risk and the concave Atlantic coastline increase the threat of storm-tide flooding. From mid-2015 to mid-2020 Nassau County experienced impacts from nine named tropical systems, eight other significant flood events, three tornadoes, 171 wildfires of various magnitude, and three public health emergencies.

## **SECTION 2: SCOPE OF SERVICES**

### **2.1 PROJECT DESCRIPTION:**

The firm must be capable of efficiently overseeing and monitoring the removal of large volumes of disaster-generated debris from a large, wide-spread area in a timely and cost-effective lawful manner. The successful proposer(s)/(Monitoring Consultant) must be capable of assembling, directing, and managing a work force that can complete



debris monitoring operations. The Monitoring Consultant's personnel must be familiar with FEMA debris removal eligibility criteria.

When a major disaster occurs or is imminent, the County will contact the Monitoring Consultant to advise them of the County's intent to activate the contract. Monitoring Services will generally be limited to monitoring of debris collection and removal from public streets and roads, public rights-of-way, County properties and facilities, and other public sites.

In preparation for an imminent tropical cyclone, and/or other natural disaster, monitoring crews may be asked to stage outside the forecasted impact area.

The County, upon contacting the Monitoring Consultant, will issue a purchase order and work task assignment. The issuance of the purchase order will allow the Monitoring Consultant to begin response preparations. The Monitoring Consultant will also begin coordination with County's Debris Removal Contractor and County Emergency Management Personnel. This may include staffing or preparing reports for the Emergency Operation Center.

The Monitoring Consultant shall have a maximum of 25 hours from notification by the County to mobilize and begin their response. Failure to mobilize in the allowed time may result in a penalty.

The Monitoring Consultant will be responsible for determining the method and manner of Monitoring Services and lawful disposal operations, in compliance with applicable guidelines to comply with the applicable requirements for state or federal reimbursement. Disposal of debris will be at the County's or the contractor's approved sites. The Monitoring Consultant will be responsible for overseeing the lawful disposal of all debris and debris- by-products generated during reduction at all debris management sites.

## **2.2 SCOPE OF WORK:**

Provide Fixed Site Debris Monitors, Field Debris Removal Monitors, Debris Monitoring Supervision, and Management to assist the County with oversight of debris removal services related to tropical cyclones and/or other natural disaster(s). The services to be provided are contract compliance supervision and inspection, assessing debris eligibility at collection sites, documenting debris quantities, and verifying debris processing volumes, not professional engineering services. The Monitoring Consultant's personnel must be well-versed with FEMA's current debris removal eligibility criteria. All debris monitoring activities are to be in compliance with current FEMA guidance (i.e. the PAPPv4 and Public Assistance Debris Monitoring Guide 2021) and all applicable State, Local, and Federal regulations.

The Debris Monitoring Consultant must:

- Fully understand all phases of disaster debris management operations, including those taking place at loading sites, permitted Debris Management Sites (DMS) and Temporary Debris Storage and Reduction Sites (TDSRS), and final disposition sites.
- Be able to differentiate among multiple types of disaster-generated debris
- Have the capability to estimate debris quantities accurately and objectively
- Be able to properly complete load tickets and maintain data electronically



- Understand site safety requirements and procedures
- Possess previous Disaster Debris Monitoring experience.

The Monitoring Consultant will provide:

### **Fixed Site Debris Monitors:**

Personnel to oversee the measuring, unloading, and reduction of debris at TDSRS. Fixed Site Debris Monitors will verify hauler capacity and document load quantities at each TDSRS. Per Federal Policy Guidance services shall include:

A minimum of one Tower/Site Monitor is required at each TDSRS to document load quantities and verify that trucks are emptied. Additional Tower/Site Monitors may be needed at exit points to verify trucks are completely emptied and at TDSRS reduction locations to document and verify production rates. Consultant will provide debris tower and site monitors to verify estimated quantities of eligible debris hauled by Consultant trucks and documented on load tickets. Services include, but are not limited to:

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

### **Field Debris Monitors**

Consultant will perform on-site, street-level debris monitoring at all debris loading sites to verify debris eligibility based on the monitoring contract's requirements and initiate debris removal documentation using load tickets. One Debris Loading Site Monitor shall be provided for each loading site and responsible for observing the collected debris, verifying the debris as eligible, and documenting the debris loaded. Consultant may also provide Roving Monitors who follow a debris collection truck throughout the day or checks multiple loading trucks and produces a Roving Monitor report. Services include, but are not limited to:

- Providing trained debris monitoring personnel at designated loading sites to check and verify information on debris removal operations
- Monitoring collection activity of trucks
- Issuing load tickets at loading site for each load and retaining a copy of each load ticket issued
- Checking the area for safety considerations such as downed power lines or children playing in the area, and ensuring that traffic control needs are met, and trucks and equipment are operated safely; immediately notifying supervisors of concerns regarding the safe operation of trucks and equipment.

- Ensuring that Freon-containing appliances are sorted and ready for Freon removal on-site or for transportation to a separate site for Freon removal before final disposal
- Performing a pre-work inspection of areas to identify potential problems such as covered utility meters, transformers, fire hydrants, mailboxes, etc. to mitigate damage from loading equipment
- Documenting and reporting to field supervisor any damage to utility components, driveways, road surfaces, private property, vehicles, etc., should it occur, with photographs, information about owner, and circumstances of the damage (who, what, when, and where).
- Ensuring the work area is clear of debris to the specified level before equipment is moved to a new loading area. Notify supervisor/manager of any concerns regarding inadequate debris clearance
- Properly monitoring and recording performance and productivity of debris removal crew
- Remaining in regular contact with debris management/dispatch center or supervisor
- Ensuring that loads are contained properly before leaving the loading area
- Ensuring that only eligible debris is collected for loading and hauling
- Ensuring that only debris from approved public areas is loaded for removal
- Performing other duties from time to time as directed by the debris management project manager or designated debris management personnel

### **Operations Manager:**

Consultant will provide project management to oversee debris monitoring activities. Services will include:

- Oversight and Supervision of Monitor field activity
- Clerical Support personnel
- Scheduling of Monitoring resources and deployment timing
- Communication with County personnel
- Make suggestions to improve the efficiency of collection and removal of debris
- Coordinate daily activities and future planning
- Remain in contact with debris management/dispatch center or supervisor
- Identify, address, and troubleshoot any questions or problems that could impact work area safety and eligibility.
- Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards. Document and record measurements and computations

### **2.3 WORK HOURS AND SAFETY STANDARDS:**

Work hours during a declared LSE or disaster are based upon the incident's Operational Periods, which are dependent upon the incident type, magnitude, and progression. Operational Periods may be longer than 12 hours and may continue for days or weeks.



## 2.4 **TERM OF AGREEMENT/CONTRACT:**

The Term of this Agreement/Contract is expected to be for an initial period of three (3) years from the date of execution by both the County and the successful Respondent.

Prior to, or upon completion, of that initial term, the County shall have the option to renew this contract for an additional two (2) year period, on a year-to-year basis. The selected Respondent shall maintain, for the entirety of the stated additional period (s), the same prices, terms, and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is in the sole discretion of the County.

## **SECTION 3: QUALIFICATIONS AND EXPERIENCE**

The County is seeking Fixed Site Debris Monitors, Field Debris Monitors, Debris Monitoring Supervision and Management to assist the County with removal services related to hurricanes and/or other natural disaster(s). The services to be provided are contract compliance supervision and inspection, not professional engineering services.

The Consultant shall have similar experience in Florida and be familiar with all State and FEMA criteria.

## **SECTION 4: INSTRUCTIONS AND INFORMATION TO RESPONDENTS**

### 4.1 **TENTATIVE SCHEDULE OF SELECTION PROCESS/KEY DATES:**

The County's intended schedule for the project (tentative and subject to change): All times shown are Eastern Standard Time (EST).

<b>Event</b>	<b>Date</b>	<b>Time</b>
RFP Available on PlanetBids	April 14, 2023	
Deadline for Questions	April 28 , 2023	by 4:00 p.m.
County Responses to Questions Posted to PlanetBids	May 5, 2023	
RFP Responses Due Date/Time and RFP Opening Date/Time	May 18, 2023	by 10:00 a.m.
Evaluation Committee (Evaluate/Rank Firms)	Week of June 5, 2023	TBD
Interviews of Shortlisted Firms (If needed)	Week of June 19, 2023	TBD
BOCC Award/Approval	TBD	



To facilitate and expedite review, the County asks that all Respondents follow the response format outlined below. Failure to submit your response in the format requested may result in the reduction of your overall evaluation score. To assist you in preparing

your response, the County's selection criteria are also described herein. Please abide by all requirements set forth to avoid any risk of disqualification.

### **TAB 1 – Cover Letter**

Provide a signed cover letter no longer than two (2) pages in length. Provide a positive commitment to perform the required work. The cover letter should provide the primary contact person for this engagement including his/her title, phone number, and email address. Signature should be by an authorized person that can legally bind the Respondent in this engagement.

### **TAB 2 – Table of Contents**

Include a clear identification of the material included in the proposal by page number.

### **TAB 3 – Experience and Qualifications**

Describe previous related work experience and qualifications in the subject area. Respondent should have a minimum of three (3) years' experience working for a governmental entity with similar responsibilities. Demonstrate a clear understanding of the Scope of Work and other technical and legal issues.

If applicable, the Respondent shall provide information as to the qualifications and experience of all other personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person. In addition to above, the Respondent should provide an overall approach and methodology to meeting the goals and responsibilities of the Scope of Work.

### **TAB 4 – References**

Provide a minimum of three (3) examples of similar projects with applicable reference information. References should include the following information:

- Client name, address, phone number, and e-mail address
- Description of all services provided
- Performance period
- Total contract value

The list of references for which similar work has been performed and the list shall include all similar contracts performed by the Respondent in the past five years. The evaluators will randomly select at least three of these references, but the evaluators reserve the right to contact all the references listed if information from the three references contacted warrant further inquiry. The failure to list all similar contracts in the specified period may result in the rejection of the Respondent's proposal. The evaluators may check all public sources to determine whether Respondent has listed all contracts for similar work within the designated period. If the evaluators determine that references for other public contracts for similar contracts were not listed, the evaluators may contact the public entities to make inquiry into Respondent's performance of those contracts and the information obtained may be considered in evaluating Respondent's proposal.



**TAB 5 – Rate Schedule**

Provide a proposed rate schedule.

**TAB 6 – Attachments/Administrative Information**

Include the following required attachments:

- Proper and Valid Licensing to conduct business in the State of Florida.
- Current Applicable Certifications.
- Addendum Acknowledgement (Attachment A)
- Public Entities Crimes Statement (Attachment B).
- Experience of Responder (Attachment C)
- Drug Free Workplace Certificate (Attachment D)
- E-verify Affidavit (Attachment F)

Certificate of Insurance (proof of current coverage). All attachments/forms required by the RFP shall be fully completed and executed by an authorized representative that can legally bind the Respondent.

Respondent shall submit all information in the above order. Failure to do so may diminish the proposal's score.

**4.6 INTENT:**

It is the intent of Nassau County to issue a Standard Contract for Professional Service. Any contract renewal will be upon mutual agreement by all parties and based upon the availability of funds and the need for services. Any contract(s) negotiated with any person(s) responding to this Request for Proposals will be non-exclusive. Any additional service options would require submission of a proposal and related fees for approval by Nassau County prior to any Work Authorization being implemented. These additional services will be added to the Standard Contract by Contract Amendment/Change Order.

**4.7 RFP PROCESS EXPENSES:**

It is expressly understood that the Board's preference/selection of any proposal does not constitute an award of a Contract with the County. It is further expressly understood that no contractual relationship exists with the County until a Contract has been formally executed by both the County and the selected Consultant. It is further understood no Respondent may seek or claim any award and/or reimbursement from the County for any expenses, costs, and/or fees (including attorneys' fees) borne by any Respondent during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Respondent.

**4.8 PUBLIC ENTITIES CRIMES:**

A person or affiliate who has been placed on the Convicted Vendors list following a conviction for public entity crime may not submit a proposal on a contract to provide any



goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a Respondent, supplier, sub-Respondent, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided for "Category Two" in Section 287.017, Florida Statutes, for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor list. By signature on this solicitation and confirmation on the attached form, Respondent certifies that they are qualified to do business with Nassau County in accordance with Florida Statutes.

#### **4.9 ASSURANCE:**

The Respondent, by submission of their proposal, warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Respondent to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the County shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

### **SECTION 5. EVALUATION AND SELECTION**

#### **5.1 EVALUATION/SELECTION COMMITTEE:**

A Selection/Evaluation Committee will be appointed to select the most qualified Respondent. The evaluation/selection committee will be responsible for evaluating and ranking each proposal based upon the criteria listed below. The Committee may select a short-list of up to five (5) top-ranked proposals. A 100-point formula scoring system will be utilized.

#### **5.2 CRITERIA:**

	<b><u>Point Range</u></b>
<b>Firm Experience and Expertise</b>	
Previous related work experience and qualifications. Demonstrated knowledge and understanding of the Scope of Work, the County and its Emergency Management operations	0-25
<b>Financial Stability</b>	
Respondents are encouraged to submit in brief and concise form evidence of financial capacity, qualifications of key personnel to be	0-25

assigned on this job, relevant experience, and your proposal for debris removal operations

### **Resources and Methodology**

Overall approach and detailed plan for providing the services. 0-25  
Consideration of services provided and approach to meeting goals and approach to meeting service objectives.

**Cost Proposal** 0-25

**Total** 0-100

### **5.3 ORAL PRESENTATIONS:**

The County reserves the right to make selections based on the submittals only or to request oral presentations or questions/answer sessions with the top ranked firms before determining the final ranking.

### **5.4 ORAL PRESENTATION SCORING:**

If the County request oral presentations from the top ranked firms, a separate evaluation process will be conducted. Any scores from the initial evaluation process for short-ranking purposes will not be used or added to the oral presentation scoring. The evaluation criteria and scoring that will be used for the ranking of the oral presentations will be provided prior to the scheduled presentation date.

## **SECTION 6. CONTRACT PROCEDURES**

### **PRESENTATION TO THE BOARD:**

The Emergency Management Director shall submit an agenda item for presentation to the Nassau County Board of County Commissioners requesting consideration and approval to award based on the recommendation of the evaluation committee according to the overall ranking.

The Remainder of this Page Intentionally Left Blank

**ATTACHMENT A**  
**ADDENDA ACKNOWLEDGMENT**

Acknowledgment is hereby made of receipt of RFP addenda issued during the solicitation period.	Addendum # _____ through # _____  Date:
Signature of Person Completing:	
Printed Name:	Title:

>>>Failure to submit this form may disqualify your response<<<



**ATTACHMENT B**  
**SWORN STATEMENT**  
**UNDER FLORIDA STATUTE 287.133(3)(a) ON PUBLIC ENTITY CRIMES**

TO BE RETURNED WITH RESPONSE

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Response, Proposal or Contract for \_\_\_\_\_.
2. This sworn statement is submitted by \_\_\_\_\_  
(entity submitting sworn statement), whose business address is \_\_\_\_\_ and its  
Federal Employee Identification Number (FEIN) is \_\_\_\_\_. (If the entity  
has no FEIN, include the Social Security Number of the individual signing this sworn statement:  
\_\_\_\_\_.)
3. My name is \_\_\_\_\_ (please print name of individual  
signing), and my relationship to the entity named above is \_\_\_\_\_.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any response or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
  - a) A predecessor or successor of a person convicted of a public entity crime; or
  - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not to fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which responds or applies to response on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

- \_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, \_\_\_\_\_ partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- \_\_\_\_\_ The entity submitting this sworn statement, or one of more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)
- \_\_\_\_\_ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
- \_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)
- \_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

State of: \_\_\_\_\_

County of: \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of \_\_\_\_ physical presence or \_\_\_\_ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ by \_\_\_\_\_ who is \_\_\_\_ personally known to me or \_\_\_\_ produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_



**ATTACHMENT C****Experience of Respondent**

The following questionnaire shall be answered by the respondent for use in evaluating the response to determine the lowest, responsive, and responsible respondent, meeting the required specifications.

1. **FIRM NAME:** \_\_\_\_\_  
Address: \_\_\_\_\_  
County/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Name of primary contact responsible for work performance: \_\_\_\_\_  
\_\_\_\_\_ Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
Email: \_\_\_\_\_
2. **INSURANCE:**  
Surety Company: \_\_\_\_\_  
Agent Company: \_\_\_\_\_  
Agent Contact: \_\_\_\_\_  
Total Bonding Capacity: \$ \_\_\_\_\_ Value of Work Presently Bonded: \$ \_\_\_\_\_
3. **EXPERIENCE:**  
Years in business: \_\_\_\_\_  
Years in business under this name: \_\_\_\_\_  
Years performing this type of work: \_\_\_\_\_  
Value of work now under contract: \_\_\_\_\_  
Value of work in place last year: \_\_\_\_\_  
Percentage (%) of work usually self-performed: \_\_\_\_\_  
Name of sub-vendors you may use: \_\_\_\_\_  
Has your firm: Failed to complete a contract: \_\_\_\_\_ Yes \_\_\_\_\_ No  
Been involved in bankruptcy or reorganization: \_\_\_\_\_  
Yes \_\_\_\_\_ No Pending judgment claims or  
suits against firm: \_\_\_\_\_ Yes \_\_\_\_\_ No

\*Continues on Next  
Page\*

**4. PERSONNEL**

How many employees does your company employ: \_\_\_\_\_

Position/Category (List all)	Full-time	Part-time
Management		

**5. WORK EXPERIENCE:**

List your three (3) most significant commercial accounts where the contract was similar in scope and size to this response.

Reference #1:

Company/Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contract Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Project Description: \_\_\_\_\_

Contract \$ Amount: \_\_\_\_\_

Date Completed: \_\_\_\_\_

Reference #2:

Company/Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contract Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Project Description: \_\_\_\_\_

Contract \$ Amount: \_\_\_\_\_

Date Completed: \_\_\_\_\_

Reference #3:

Company/Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contract Person: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Project Description: \_\_\_\_\_

Contract \$ Amount:

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Date Completed:

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**REMINDER:**  
**THIS FORM IS TO BE INCLUDED WITH RESPONSE. FAILURE TO SUBMIT ALONG**  
**WITH RESPONSE MAY BE CAUSE FOR DISQUALIFICATION.**



**ATTACHMENT D**  
**DRUG FREE WORKPLACE CERTIFICATE**

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that (print or type name of firm)

---

1. Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
3. Gives each employee engaged in providing commodities or contractual services that are under response or proposal, a copy of the statement specified above.
4. Notifies the employees that as a condition of working on the commodities or contractual services that are under response or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
5. Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Makes a good faith effort to continue to maintain a drug free workplace through the implementation of a drug free workplace program.

[Remainder of the page intentionally blank.]

"As a person authorized to sign a statement, I certify that the above-named business, firm, or corporation complies fully with the requirements set forth herein."

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date Signed

State of: \_\_\_\_\_

County of: \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of \_\_\_\_ physical presence or \_\_\_\_  
online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ by  
\_\_\_\_\_  
\_\_\_\_\_ who is \_\_\_\_ personally known to me or \_\_\_\_  
produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_

## ATTACHMENT E

### FEDERAL PROVISIONS

All recipients of federally funded grants or use federal assistance to support procurements must comply with the applicable provisions of the Federal procurement standards 2 CFR pt. 200. As result, firms awarded federally funded contracts by Nassau County must comply with the following contract provisions set forth herein, unless a particular award term or condition specifically indicates otherwise. These terms and conditions are hereby incorporated into any resulting contract.

#### **Definition**

*Firm* means any company, corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, governmental body or similar legal entity.

#### ***Age Discrimination Act of 1975***

All suppliers, Respondents, sub-respondents, consultants, and sub- consultants must comply with the requirements of the *Age Discrimination Act of 1975* (Title 42 U.S. Code, § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

#### ***Americans with Disabilities Act of 1990***

All suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. §§ 12101– 12213).

#### ***Byrd Anti-Lobbying Amendment***

All suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Suppliers, Respondents, sub-respondents, consultants, and sub-consultants who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an 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.

***Civil Rights Act of 1964 – Title VI***

All suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

***Civil Rights Act of 1968***

All suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with Title VIII of the *Civil Rights Act of 1968*, which prohibits discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201).

**Clean Air Act and Federal Water Pollution Control Act (Clean Water Act)**

All suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with the Clean Air Act (42 U.S.C. 7401– 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—when contract amounts exceed \$150,000 and 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).

**Contract Work Hours & Safety Standards Act**

All suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with the *Contract Work Hours and Safety Standards Act* (40 U.S.C. 3701–3708) and where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor

regulations (29 CFR Part 5).

**Copeland "Anti-Kickback" Act**

All suppliers, Respondents, sub-respondents, consultants, and sub- consultants must comply with the with the Copeland "Anti- Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Respondents and Sub- Respondents on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Respondent or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

**Davis-Bacon Act**

All suppliers, Respondents, sub-respondents, consultants, and sub- consultants must comply with *Davis-Bacon Act*, as amended (40 U.S.C. 3141–3148).When required by Federal program legislation, all prime construction contracts in excess of \$2,000 must comply with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

**Debarment and Suspension**

All suppliers, Respondents, sub-respondents, consultants, and sub- consultants are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

**Drug-Free Workplace Regulations**

All suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which requires agreement to maintain a drug-free workplace.

**Education Amendments of 1972 (*Equal Opportunity in Education Act*) – Title IX**

All suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.),



which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.

#### **Energy Policy and Conservation Act**

All Suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

#### **Fly America Act of 1974**

All suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

#### **Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, all suppliers, Respondents, sub-respondents, consultants, and sub-consultants must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225.

#### **Limited English Proficiency (*Civil Rights Act of 1964, Title VI*)**

All suppliers, Respondents, sub-respondents, consultants, and sub-consultants must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires taking reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services.

#### **Patents and Intellectual Property Rights**

Unless otherwise provided by law, suppliers, Respondents, sub-Respondents, consultants, and sub-consultants are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35



U.S.C. § 200 et seq. All suppliers, Respondents, and sub-respondents, consultants, sub-consultants are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

#### **Procurement of Recovered Materials**

All suppliers, Respondents, and sub-Respondents, consultants, sub-consultants must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

#### **Terrorist Financing**

All suppliers, Respondents, sub-Respondents, consultants, and sub-consultants must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism.

#### **Trafficking Victims Protection Act of 2000**

All suppliers, Respondents, sub-Respondents, consultants, and sub-consultants must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended (22 U.S.C. § 7104). The award term is located at 2 CFR§ 175.15, the full text of which is incorporated here by reference in the standard terms and conditions for federally-funded procurements.

#### **Rehabilitation Act of 1973**

All suppliers, Respondents, sub-Respondents, consultants, and sub-consultants must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

#### **Universal Identifier and System of Award Management (SAM)**

All suppliers, Respondents, sub-Respondents,

consultants, and sub- consultants are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the standard terms and conditions for federally funded procurements.

#### **USA PATRIOT Act of 2001**

All suppliers, Respondents, sub-Respondents, consultants, and sub- consultants must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

#### **Whistleblower Protection Act**

All suppliers, Respondents, sub-Respondents, consultants, and sub-consultants must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

#### **Termination Provisions**

Nassau County may terminate any resulting contract should the Respondent fail to abide by its requirements.

#### **Legal Remedies Provisions**

In instances where the Respondent violates or breaches contract terms the County shall use such sanctions and penalties as may be appropriate.

#### **Conflict of Interest Provisions**

Interest of Members, Officers, or Employees of the Recipient Members of Local Governing Body or Other Public Officials. No member officer or employee of the recipient or its agent no member of the governing body of the locality in which the program is situated and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter shall have any financial interest direct or indirect in any contract or subcontract or the proceeds under this agreement. Immediate family members of said member's officers, employees and officials similarly barred from having any financial interest in the program. The recipient shall incorporate or cause to be incorporated in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this section.



**Access to Records and Record Retainage**

In general all official project records and documents must be maintained during the operation of this project and for a period of five years following close out. Nassau County, the comptroller General of the United States, or any of their duly authorized representatives shall have access to any books documents papers and records of the of the Administering Agency which are pertinent to the execution of the Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

**Domestic Procurement Preference.**

As appropriate and to the extent consistent with law, Nassau County Respondent should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured products)." For purposes of this clause, (i) "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and (ii) "manufactured products" means items and construction materials composed in whole or in part of nonferrous materials such as aluminum; plastics and polymer based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**Telecommunications Huawei / ZTE Ban**

2 C.F.R. 200.216 prohibits non-federal entities receiving federal grant funds from entering into a contract (or extend or renew a contract) to procure or obtain equipment, services, or system that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from the Chinese manufacturers Huawei and ZTE.



**ATTACHMENT F**  
**NASSAU COUNTY E-VERIFY FORM UNDER**  
**SECTION 448.095, FLORIDA STATUTES**

Project Name: \_\_\_\_\_

Bid No./Contract No.: \_\_\_\_\_

**DEFINITIONS:**

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify System" means an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

**Effective January 1, 2021, Contractors, shall register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:**

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with Nassau County. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with Nassau County; and
- c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility", as amended from time to time. This includes, but is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. The Contractor shall also execute the attached affidavit

(Attachment "A") attesting that the Contractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract; and

- d) Contractor shall also require all subcontractors to execute the attached affidavit (Attachment "B") attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

#### **CONTRACT TERMINATION:**

- a) If Nassau County has a good faith belief that a Contractor has knowingly violated §448.09(1) or §448.095(2), Florida Statutes, the contract shall be terminated.
- b) If Nassau County has a good faith belief that a subcontractor has knowingly violated §448.09(1) or §448.095(2), Florida Statutes, but the Contractor otherwise complied with Chapter 448, Florida Statutes, Nassau County shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d) Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination.
- e) If the contract is terminated for a violation of the Statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

# **ATTACHMENT "F-1"** **CONTRACTOR E-VERIFY AFFIDAVIT**

I hereby certify that \_\_\_\_\_ (Contractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of \_\_\_\_\_ (Contractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF FLORIDA

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ (Date) by \_\_\_\_\_ (Name of Officer or Agent, Title of Officer or Agent) of \_\_\_\_\_ (Name of Contractor Company Acknowledging), a \_\_\_\_\_ (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

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

My Commission Expires: \_\_\_\_\_



**ATTACHMENT "F-2"**  
**SUBCONTRACTOR E-VERIFY AFFIDAVIT**

I hereby certify that \_\_\_\_\_ (Subcontractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of \_\_\_\_\_ (Subcontractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ (Date) by \_\_\_\_\_ (Name of Officer or Agent, Title of Officer or Agent) of \_\_\_\_\_ (Name of Contractor Company Acknowledging), a \_\_\_\_\_ (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

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

My Commission Expires: \_\_\_\_\_

## **ATTACHMENT G**

### **GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS**

#### **COMMERCIAL GENERAL LIABILITY INSURANCE**

The Respondent/Vendor shall purchase and maintain at the Respondent/Vendor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

#### **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE**

The Respondent/Vendor shall purchase and maintain at the Respondent/Vendor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Part One – Workers' Compensation Insurance – Unlimited Statutory Benefits as provided in the Florida Statutes and

Part Two – Employer's Liability Insurance

Bodily Injury by Accident	\$500,000 Each Accident
Bodily Injury by Disease	\$500,000 Policy Limit
Bodily Injury by Disease	\$500,000 Each Employee

\* If leased employees are used, policy must include an Alternate Employer's Endorsement

#### **AUTOMOBILE LIABILITY INSURANCE**



The Respondent/Vendor shall purchase and maintain at the Respondent/Vendor's expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit – Each Accident \$1,000,000

Covered Automobiles shall include any auto owned or operated by the insured Respondent/Vendor, insured Sub-Respondent/Vendor including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Respondent/Vendor or Sub-Respondent/Vendor.

### **PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)**

This additional coverage will be required for all projects involving consultants, engineering services, architectural or design/build projects, independent testing firms and similar exposures.

The Respondent/Vendor shall purchase and maintain at the Respondent/Vendor's expense Professional Liability insurance coverage for the life of this Contract.

If the contract includes a requirement for Professional Liability or Errors and Omissions insurance, the minimum amount of such insurance shall be as follows:

Each Occurrence/Annual Aggregate \$1,000,000

Design Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement. If provided on a Claims Made Form, the coverages must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Respondent/Vendor shall require each of his Sub-Respondent/Vendors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage, Automobile Liability insurance and Professional Liability (as applicable) insurance coverage meeting the same limit and requirements as the Respondent/Vendors insurance.

Certificates of Insurance acceptable to Nassau County Board of County Commissioners for the Respondent/Vendor's insurance must be received within ten (10) days of Notification of Selection and at time of signing Agreement.

Certificates of Insurance and the insurance policies required for this Agreement shall contain an endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.

Certificates of Insurance and the insurance policies required for this Agreement will include a provision that policies, *except Workers' Compensation and Professional*



*Liability*, are primary and noncontributory to any insurance maintained by the Respondent/Vendor.

Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability policy(ies). A copy of the endorsement(s) must be supplied to Nassau County Board of County Commissioners thirty (30) days following the execution of the agreement or prior to the first date of services, whichever comes first.

CGL policy Additional Insured Endorsement must include Ongoing and Completed Operations (Form CG2010 11 84 **OR** Form CG2010 04 13 and GC2037 04 13 edition or equivalent). Other Additional Insured forms might be acceptable but only if modified to delete the word "ongoing" and insert the sentence "Operations include ongoing and completed operations".

CGL policy shall not be endorsed with Exclusion - Damage to Work performed by Sub-Respondent/Vendors on Your Behalf (CG2294 or CG2295).

CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement (CG2139) or Amendment of Insured Contract Definition (CG 2426).

CGL policy shall include broad form contractual liability coverage for the Respondent/Vendors covenants to and indemnification of the Authority under this Contract.

Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.

All Certificates of Insurance shall be dated and shall show the name of the insured Respondent/Vendor, the specific job by name and job number, the name of the insurer, the policy number assigned its effective date and its termination date and a list of any exclusionary endorsements.

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide" (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this Agreement and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Respondent/Vendor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Respondent/Vendor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of Respondent/Vendor, in which event, Respondent/Vendor shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance. Nassau

County Board of County Commissioners shall have the right to back-charge Respondent/Vendor for the cost of procuring such insurance. The failure of Nassau County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in Respondent/Vendors coverage based on the evidence of insurance provided by the Respondent/Vendor shall not be construed as a waiver by Nassau County Board of County Commissioners of Respondent/Vendor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Respondent/Vendors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Respondent/Vendor's right under any policy with higher limits, and no policy maintained by the Respondent/Vendor shall be construed as limiting the type, quality or quantity of insurance coverage that Respondent/Vendor should maintain. Respondent/Vendor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

If the insurance of any Respondent/Vendor or any Sub-Respondent/Vendor contains deductible(s), penalty(ies) or self-insured retention(s), the Respondent/Vendor or Sub-Respondent/Vendor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

The failure of Respondent/Vendor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.



**ATTACHMENT I**  
**DRAFT CONTRACT**  
**CONTRACT FOR PROFESSIONAL SERVICES**

**THIS CONTRACT** is entered into by and between the **Board of County Commissioners of Nassau County**, a political subdivision of the State of Florida, hereinafter referred to as the "County", and \_\_\_\_\_, located at \_\_\_\_\_, hereinafter referred to as the "Consultant".

**WHEREAS**, the County desires to obtain professional services for \_\_\_\_\_. Said services are more fully described in the \_\_\_\_\_, attached hereto and incorporated herein as Exhibit "A"; and

**WHEREAS**, the Consultant desires to render certain professional services as described in Exhibit "A", and has the qualifications, experience, staff and resources to perform those professional services; and

**WHEREAS**, the County, through a competitive selection process conducted in accordance with the requirements of law and County policy, and based upon the Consultant's assurance that it has the qualifications, experience, staff and resources, the County has determined that it would be in the best interest of Nassau County to award a contract to the Consultant for the rendering of those services described in Exhibit "A".

**NOW THEREFORE**, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

**SECTION 1. Recitals.**



1.1 The above recitals are true and correct and are incorporated herein, in their entirety, by this reference.

## **SECTION 2. Exhibits.**

2.1 The Exhibits listed below are the exhibits incorporated into and made part of this Contract:

**Exhibit A** VENDOR'S SCOPE OF PROFESSIONAL SERVICES

**Exhibit B** INSURANCE DOCUMENTS

## **SECTION 3. Employment of the Consultant.**

3.1 The County hereby agrees to engage the Consultant, and the Consultant hereby agrees to perform the professional services set forth in Exhibit "A".

## **SECTION 4. Scope of Services.**

4.1 The Consultant shall provide professional services in accordance with Exhibit "A".

4.2 Services requested by the County or the County's representative that are not set forth in Exhibit "A" shall be considered additional services. Any request for additional services and additional fees shall be mutually agreed upon by the parties in writing.

## **SECTION 5. The County's Responsibility.**

5.1 The County shall provide the Consultant with all required data, information, and services regarding the requirements and objectives for the services under this Contract. The Consultant shall rely upon the accuracy and completeness of any information, reports, data supplied by the County or the County's representative.

5.2 The County hereby designates the \_\_\_\_\_, or designee, to act on the County's behalf under this Contract. The \_\_\_\_\_, or designee, under the

supervision of the County Manager, shall have complete authority to transmit instructions, receive information, interpret and define the County's policies and decisions with respect to materials, elements and systems pertinent to the provision of the Consultant's services.

**SECTION 6. Term of Contract and Option to Extend or Renew.**

6.1 The term of this Contract shall begin upon the execution of this Contract by all parties and shall terminate on \_\_\_\_\_. The term of this Contract may be extended in one (1) year increments, with no changes in terms or conditions, upon mutual written agreement between the Consultant and the County. Any extension or amendment to this Contract shall be subject to availability of funds of the County as set forth in Section 11 hereinbelow.

6.2. In the event that this Contract is continued beyond the term provided above by mutual consent of the parties and not reduced to writing, this Contract shall be carried out on a month-to-month basis and shall not constitute an implied renewal of the Contract. Said month-to-month extension shall be upon the same terms of the Contract and at the compensation and payment provided herein.

**SECTION 7. Compensation.**

7.1 The Consultant shall be compensated in an amount not to exceed \_\_\_\_\_, in accordance with Exhibit "A".

7.2 The Consultant shall prepare and submit to the \_\_\_\_\_, for approval, an invoice for the services rendered, with a copy provided to [invoices@nassaucountyfl.com](mailto:invoices@nassaucountyfl.com). Invoices for services shall be paid in accordance with the Florida Prompt Payment Act found at Section 218.70, Florida Statutes. All invoices shall be accompanied by a report or statement identifying the nature of the work performed, the hours required and compensation for the work performed. The report or statement shall show a

summary of fees. The County reserves the right to withhold payment to the Consultant for failure to perform the work in accordance with the provisions of this Contract, and the County shall promptly notify the Consultant in writing if any invoice or report is found to be unacceptable and will specify the reasons therefor. The Consultant shall have thirty (30) days to cure any failure upon written notice. Consultant shall honor all purchase orders or work authorizations issued prior to the expiration of the term of this Contract.

**7.3** All representation, indemnifications, warranties and guaranties made in, required by or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, will survive final payment and termination or completion of this Contract.

**7.4** Final Invoice: Consultant shall submit to County Consultant's final/last billing to County clearly marked as "Final Invoice." Submittal of the Final Invoice by Consultant to County shall indicate that all services have been performed by Consultant and that all charges and costs have been invoiced by the Consultant to County and that there is no further work to be performed and no further invoices to be submitted under this Contract.

#### **SECTION 8. Standard of Care.**

**8.1** The Consultant shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily provided by a professional under similar circumstances, at the same time, and in the same locality. In the County's sole discretion, upon request by the County, the Consultant shall, at no additional cost to the County, re-perform services which in the sole discretion of the County do not meet the foregoing standard of care.

#### **SECTION 9. Equal Opportunity Employment.**



**9.1** In connection with the work to be performed under this Contract, the Consultant agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

**SECTION 10. Access to Premises.**

**10.1** The County shall be responsible for providing access to all project sites (if required), and for providing project site specific information.

**SECTION 11. Funding.**

**11.1** The County's performance and obligation under this Contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years and is subject to termination based on lack of funding.

**SECTION 12. Expenses.**

**12.1** The Consultant shall be responsible for all expenses incurred while performing the services under this Contract including, but not limited to, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to the Consultant's agents, if any, hired by the Consultant to complete the work under this Contract.

**SECTION 13. Taxes, Liens, Licenses and Permits.**

**13.1** The Consultant recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract. As such, the Consultant shall refrain from including taxes in any billing. The Consultant is placed on notice that this exemption generally does not apply to nongovernmental entities, contractors, or subcontractors. Any questions regarding this tax exemption shall be addressed to the County Manager.

**13.2** The Consultant shall secure and maintain all licenses and permits required to perform the services under this Contract and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental authorities, required under this Contract, and to meet all federal, state, county and municipal laws, ordinances, policies and rules.

**13.3** The Consultant acknowledges that property being improved that is titled to the County, shall not be subject to a lien of any kind for any reason. The Consultant shall include notice of such exemptions in any subcontracts and purchase orders issued under this Contract.

**SECTION 14. Governing Law, Venue and Compliance with Laws.**

**14.1** This Contract shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida, the Ordinances of Nassau County, and any applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida, and any trial shall be non-jury. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

**14.2** The Consultant shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, codes, orders, criteria and standards.

**SECTION 15. Modifications.**

**15.1** The terms of this Contract may be modified only upon the written and mutual consent of both parties, and approval by appropriate legal authority in the County.

**SECTION 16. Assignment and Subcontracting.**

**16.1** The Consultant shall not assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the County.



**16.2** In order to assign this Contract, or to subcontract any of the work requirements to be performed, the Consultant shall ensure and provide assurances to the County, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. The Consultant shall provide the County with the names of any subcontractor considered for work under this Contract; the County reserves the right to reject any subcontractor whose qualifications or performance, in the County's sole discretion, are insufficient. The Consultant shall be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements shall be evidenced by a written document available to the County upon request. The Consultant further agrees that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. The Consultant, at its expense, shall defend the County against such claims.

**16.3** The Consultant shall make payments to any of its subcontractors within seven (7) working days after receipt of full or partial payments from the County in accordance with Section 287.0585, Florida Statutes, unless otherwise stated in the contracts between the Consultant and subcontractors. The Consultant's failure to pay its subcontractor(s) within seven (7) working days shall result in a penalty charged against the Consultant and paid to the subcontractors in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to the actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

**SECTION 17. Severability.**

**17.1** If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent



Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

#### **SECTION 18. Termination for Default.**

**18.1** If the Consultant fails to perform any of its obligations under this Contract, and if such default remains uncured for a period of more than fifteen (15) days after notice thereof was given in writing by the County to the Consultant, then the County may, without prejudice to any right or remedy the County may have, terminate this Contract.

**18.2** Upon termination of this Contract, the Consultant shall immediately (1) stop work on the date specified; (2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; (3) transfer all work in process, completed work, and other materials related to the terminated work to the County; (4) render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

#### **SECTION 19. Termination for Convenience.**

**19.1** The County reserves the right to terminate this Contract in whole or part by giving the Consultant written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of written notice of termination from the County, the Consultant shall only provide those services and/or materials specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the Consultant for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the Consultant. The Consultant shall promptly contact the County to make arrangements to render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

**SECTION 20. Nondisclosure of Proprietary Information.**

**20.1** The Consultant shall consider all information provided by the County and all reports, studies, calculations, and other documentation resulting from the Consultant's performance of the services to be proprietary unless such information is available from public sources. The Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the County or in response to legal process.

**SECTION 21. Contingent Fees.**

**21.1** The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract.

**SECTION 22. Ownership of Documents.**

**22.1** The Consultant shall be required to work in harmony with other County consultants relative to providing information requested in a timely manner and in the specified form. All documents, records, disks, original drawings, or other information shall become the property of the County upon completion for its use and distribution as may be deemed appropriate by the County.

**SECTION 23. Force Majeure.**

**23.1** Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault



or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restrictions, strikes and freight embargoes. In all cases, the failure to perform shall be totally beyond the control and without any fault or negligence of the party.

**23.2** In the event of delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the party's performance obligation under this Contract. If the delay is excusable under this section, the delay shall not result in any additional charge or cost under the Contract to either party. In the case of any delay that the Consultant believes is excusable under this section, the Consultant shall notify the County in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Consultant could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date the Consultant first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE THE CONSULTANT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this section is a condition precedent to such remedy. The County, in its sole discretion, shall determine if the delay is excusable under this section and shall notify the Consultant of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the County. The Consultant shall not be entitled to an increase in the Contract price or payment of any kind from the County for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this section, after the causes have ceased to exist, the Consultant shall



perform at no increased cost, unless the County determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the County, in which case, the County may do any or all of the following: (1) accept allocated performance or deliveries from the Consultant, provided that the Consultant grants preferential treatment to the County with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by the Consultant for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

#### **SECTION 24. Access And Audits of Records.**

**24.1** The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in providing the services and materials for at least three (3) years after completion of work contemplated under this Contract. The County and the County Clerk of Court shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours upon five (5) days' written notice to the Consultant.

#### **SECTION 25. Independent Consultant Status.**

**25.1** The Consultant shall perform the services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the Consultant or any of its agents or employees to be an agent, employee or representative of the County.

**25.2** The Consultant and the County agree that during the term of this Contract: (a) the Consultant has the right to perform services for others; (b) the Consultant has the right to

perform the services required by this Contract; and (c) the Consultant has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Contract.

## **SECTION 26. Indemnification.**

**26.1** The Consultant shall indemnify and hold harmless the County and its agents and employees from all claims, liabilities, damages, losses, expenses and costs, including attorney's fees, arising out of or associated with or caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant or any persons employed or utilized by the Consultant, in the performance of this Contract. The Consultant shall, at its own expense, defend any and all such actions, suits, or proceedings which may be brought against the County in connection with the Consultant's performance under this Contract.

## **SECTION 27. Insurance.**

**27.1** The Consultant shall provide and maintain at all times during the term of this Contract, without cost or expense to the County, such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance policies as detailed in Exhibit "B". The policy limits required are to be considered minimum amounts.

**27.2** The Consultant shall provide to the County a Certificate of Insurance for all policies of insurance and renewals thereof in a form acceptable to the County. Said certificates shall provide that the Nassau County Board of County Commissioners is an additional insured, and that the County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action with the exception of ten (10) days for non-payment. All insurance policies shall be issued by responsible

companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

**SECTION 28. Dispute Resolution Process.**

**28.1** In the event of a dispute regarding the interpretation of the terms of this Contract, the County, in its sole discretion, may elect to use the dispute resolution process as set forth in this section.

**28.2** In the event the County elects to use the dispute resolution process under this section, the County shall send a written communication to the Consultant pursuant to Section 35 hereinbelow. The written notification shall set forth the County's interpretation of the terms of this Contract.

**28.3** The County shall then set a date and time for the parties to meet with the County Manager or designee. This meeting shall be set no more than twenty (20) days from the date that the written communication was sent to the Consultant. The Consultant may submit a written response to the County's written communication no less than five (5) days prior to the meeting with the County Manager or designee.

**28.4** If no satisfactory resolution as to the interpretation of the Contract terms reached at the meeting with the County Manager or designee, then the parties may elect to submit the dispute to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Consultant. The Consultant shall not stop work during the pendency of the dispute resolution or mediation process as set forth in this section.

**SECTION 29. E-Verify.**



**29.1** The Consultant shall comply with Section 448.095, Florida Statutes, and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by the Consultant during the term of this Contract to work in Florida. Additionally, if the Consultant uses subcontractors to perform any portion of the work (under this Contract), the Consultant shall include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: [www.uscis.gov/e-verify](http://www.uscis.gov/e-verify).

**29.2** The Consultant shall maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized entity consistent with the terms of the Consultant's enrollment in the program. This includes maintaining a copy of proof of the Consultant's and subcontractors' enrollment in the E-Verify program. If the Consultant enters into a contract with a subcontractor, the subcontractor shall provide the Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Consultant shall maintain a copy of such affidavit for the duration of the Contract.

**29.3** Compliance with the terms of the E-Verify program provision is made an express condition of this Contract and the County may treat a failure to comply as a material breach of the Contract. If the County terminates the Contract pursuant to Section 448.095(2)(c), Florida Statutes, the Consultant may not be awarded a public contract for at least one (1) year after the

date on which the contract was terminated and the Consultant is liable for any additional costs incurred by the County as a result of the termination of this Contract.

**SECTION 30. Public Records.**

**30.1** The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under this Contract, to the extent that the Consultant is providing services to the County, and pursuant to Section 119.0701, Florida Statutes, the Consultant shall:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Consultant does not transfer the records to the County.

d. Upon completion of the Contract, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

**30.2** A request to inspect or copy public records relating to the County's contract for materials shall be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Consultant of the request, and the Consultant shall provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

**30.3** If the Consultant does not comply with the County's request for records, the County shall enforce the Contract provisions in accordance with the Contract.

**30.4** If the Consultant fails to provide the public records to the County within a reasonable time, the Consultant may be subject to penalties under Section 119.10, Florida Statutes.

**30.5** If a civil action is filed against the Consultant to compel production of public records relating to the Contract, the Court shall assess and award against the Consultant the reasonable costs of enforcement, including reasonable attorney fees if:



a. The Court determines that the Consultant unlawfully refused to comply with the public records request within a reasonable time; and

b. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Consultant has not complied with the request, to the County and to the Consultant.

**30.6** A notice complies with Section 30.5 b. hereinabove, if it is sent to the County's custodian of public records and to the Consultant at the Consultant's address listed on its Contract with the County or to the Consultant's registered agent. Such notices shall be sent pursuant to Section 35 hereinbelow.

**30.7** If the Consultant complies with a public records request within eight (8) business days after the notice is sent, the Consultant is not liable for the reasonable costs of enforcement.

**SECTION 31. Disclosure Of Litigation, Investigations, Arbitration or Administrative Decisions.**

**31.1** During the term of this Contract, or any extension thereto, the Consultant shall have the continued duty to disclose to the County Attorney, in writing, upon occurrence, all civil or criminal litigation, arbitration, mediation, or administrative proceeding involving the Consultant. If the existence of the proceeding causes the County concerns that the Consultant's ability or willingness to perform this contract is jeopardized, the Consultant may be required to provide the County with reasonable written assurance to demonstrate the Consultant can perform the terms and conditions of the Contract.

**SECTION 32. Public Entity Crimes.**

**32.1** In accordance with Section 287.133, Florida Statutes, the Consultant certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of

Management Services within the thirty-six (36) months immediately preceding the date of this Contract.

**SECTION 33. Anti-Discrimination.**

**33.1** The Consultant agrees that it will not discriminate in employment, employee development, or employee advancement because of religious or political opinions or affiliations, race, color, national origin, sex, age, physical handicap, or other factors, except where such factor is a bonified occupational qualification or is required by State and/or Federal Law.

**SECTION 34. Advertising.**

**34.1** The Consultant shall not publicly disseminate any information concerning this Contract without prior written approval from the County, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying the County as a reference, or otherwise linking the Consultant's name and either description of this Contract or the name of the County in any material published, either in print or electronically, to any entity that is not a party this Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

**SECTION 35. Notices.**

**35.1** All notices, demands, requests for approvals or other communications given by the parties to another in connection with this Contract shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to the office of each party indicated below:

County: Nassau County

Attn:

96135 Nassau Place

Yulee, Florida 32097

Consultant: [Consultant Address]  
Attn: [Consultant Contact Person]  
[Consultant Address]

**SECTION 36. Attorney's Fees.**

36.1 Notwithstanding the provisions of Section 30 hereinabove, in the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs.

**SECTION 37. Authority to Bind.**

37.1 The Consultant represents and warrants that the Consultant's undersigned representative if executing this Contract of behalf of a partnership, corporation or agency has the authority to bind the Company to the terms of this Contract.

**SECTION 38. Conflicting Terms, Representations and No Waiver of Covenants or Conditions.**

38.1 In the event of any conflict between the terms of this Contract and the terms of any exhibits, the terms of this Contract shall prevail.

38.2 All representations, indemnifications, warranties and guaranties made by the Consultant in this Contract, as well as all continuing obligations indicated in this Contract, shall survive final payment and termination or completion of this Contract.

38.3 The failure of either party to insist on strict performance of any covenant or condition herein, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance.



**38.4** The Consultant warrants that any goods provided by the Consultant under this Contract shall be merchantable. All goods provided shall be of good quality within the description given by the County, shall be fit for their ordinary purpose, shall be adequately contained and packaged with the description given by the County, shall conform to the agreed upon specifications, and shall conform to the affirmations of facts made by the Consultant or on the container or label.

**SECTION 39. Construction of Contract.**

**39.1** The parties hereby acknowledge that they have fully reviewed this Contract and any exhibits and have had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any party as if they were the drafter of this Contract.

**SECTION 40. Headings.**

**40.1** The section headings and captions of this Contract are for convenience and reference of the parties and in no way define, limit or describe the scope or intent of this Contract or any part thereof.

**SECTION 41. Entire Agreement and Execution.**

**41.1** This Contract, together with any exhibits, constitutes the entire Contract between the County and the Consultant and supersedes all prior written or oral understandings.

**41.2** This Contract may be executed in any number of counterparts; each executed counterpart hereof shall be deemed an original; and all such counterparts, when taken together, shall be deemed to constitute one and the same instrument.

**SECTION 42. Change of Laws.**

**42.1** If there is a change in any state or federal law, regulation or rule or interpretation thereof, which affects this Contract or the activities of either party under this Contract, and either

party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights or obligations under this Contract, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Contract. If the parties are unable to reach an agreement concerning the modification of this Contract within fifteen (15) days after the date of the notice seeking renegotiation, then either party may terminate this Contract by written notice to the other party. In such event, Consultant shall be paid its compensation for services performed prior to the termination date.

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, the parties have executed this Contract which shall be deemed an original on the day and year last written below

**BOARD OF COUNTY COMMISSIONERS**  
**NASSAU COUNTY, FLORIDA**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

Attest as to authenticity of the  
Chair's signature:

**JOHN A. CRAWFORD**  
Its: Ex-Officio Clerk

Approved as to form and legality by the  
Nassau County Attorney

\_\_\_\_\_  
DENISE C. MAY

**COMPANY'S NAME**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_





**NASSAU COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
Procurement Department  
96135 Nassau Place, Suite 2  
Yulee, Florida 32097  
Ph: 904-530-6040

**REMINDER: This addendum must be acknowledged, signed and returned with your proposal. Failure to comply may result in disqualification of your submittal.**

**TO:** All Proposers  
**FROM:** Lanaee Gilmore, Procurement Director  
**SUBJECT:** Addendum #1  
Request for Proposals Number NC23-034  
Hurricane/Disaster - Field Debris Monitoring  
**DATE:** May 8, 2023

This addendum is hereby incorporated into the solicitation documents of the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to, and shall take precedence over, the original documents.

### Questions and Answers

1. Section 35. Notices - Will the County consider email with delivery receipt to communicate notices?

*Answer: Yes.*

2. Please confirm that this bid, NC23-034RFP, corresponds with NC23-046-RFP, the number on the provided documents, which carries the same name but otherwise does not exist on PlanetBids.

*Answer: NC23-034 is the correct RFP number, NC23-046 is a typo. Revised cover page is included with this addendum.*

**The solicitation due date and opening time remains: May 18, 2023 at 10:00 AM EST**

Attachment: Revised Cover Page for NC23-034.

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**ACKNOWLEDGMENT IS HEREBY MADE OF RECEIPT OF THIS ADDENDUM**

**Vendor/Company Name** \_\_\_\_\_

**Vendor Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**End of Addendum #1**

**REVISED**

**NASSAU COUNTY  
FLORIDA**



**NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS**

**REQUEST FOR PROPOSALS (RFP)**

**HURRICANE/DISASTER – FIELD DEBRIS MONITORING**

**RFP NO. NC23-034-RFP**

**PROPOSALS ARE DUE NOT LATER THAN**

**MAY 18, 2023 @ 10:00 A.M.**



# EXHIBIT "B" CONSULTANT'S PROPOSAL



**TETRA TECH**



**Proposal for RFP No: NC23-034-RFP**

## **Hurricane/Disaster – Field Debris Monitoring**

**Nassau County, Florida**

**Electronic | May 2023**



# Tab 1 – Cover Letter

Nassau County Board of County Commissioners  
*Electronic Submittal*

May 18, 2023

**Subject: Hurricane/Disaster – Field Debris Monitoring (RFP NO. NC23-034-RFP)**

Dear Members of the Evaluation Committee,

Tetra Tech, Inc. (Tetra Tech) submits the enclosed proposal in response to the Nassau County (the County) request for proposals for Hurricane/Disaster – Field Debris Monitoring. Our proposal describes our technical expertise in disaster debris management and our approach to delivering unmatched services to the County:

- ✓ **National Leadership in Debris Monitoring.** Our team has successfully assisted **over 300 local and state government clients across the nation** with planning for and recovering from disasters and has extensive experience successfully managing multiple disaster response and recovery operations across the United States simultaneously. Our team has overseen and managed the removal of **over 172 million cubic yards (CYs) of debris**, resulting in excess of **\$12 billion in reimbursable costs** to our clients. We have served as the ground-zero debris monitoring consultant for hundreds of clients affected by our nation's most catastrophic natural disasters, including Hurricanes Laura, Sally, Michael, Irma, Matthew, Florence, and Harvey; over a dozen wildfires; and numerous severe storm, tornado, and flooding events.
- ✓ **Extensive Experience Throughout the State of Florida.** Since 2004, our team has **monitored the collection and removal of almost 60 million CY of debris in Florida** and has assisted numerous communities in Florida with response and recovery efforts after Hurricanes Charley, Frances, Jeanne, Ivan, Dennis, Katrina, Wilma, and most recently, Matthew, Irma, Michael, Sally, Ian, and Nicole. In addition, our team has assisted communities after a variety of other disasters, including tropical storms, tornadoes, fires, and floods. Tetra Tech is proud of our experience in Florida and is committed to successfully managing all phases of debris monitoring for our clients after a debris-generating event. **We have over 1,000 staff across 22 offices throughout Florida, including our Response and Recovery Division headquarters in Maitland.** Tetra Tech is available to the County before, during, and after a disaster.
- ✓ **Deeply Experienced Project Management Team.** We have assembled a team of disaster debris experts who were specifically selected for this engagement based on their experience, programmatic expertise, and availability to respond to the County's needs. Frank Guthman, our proposed project manager, is an expert in large-scale mobilizations, project staffing, and debris monitoring operations, and has extensive experience in disaster debris project management support under the FEMA Public Assistance (PA) Grant Program. Additionally, our team includes extensive FEMA PA program expertise led by **Ms. Allison McLeary, Esq.,** who served as **Recovery Director for the Florida Division of Emergency Management (FDEM)** and Counsel for the Louisiana Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP). Ms. McLeary is an experienced emergency response and recovery executive with a demonstrated history of building meaningful relationships across state, federal, and local governments.
- ✓ **Proprietary, Best-in-Class Automated Debris Management System (ADMS) Technology.** Via *RecoveryTrac™* ADMS, our staff can monitor and manage a recovery effort electronically, increasing productivity while decreasing fraud, human error, and cost to County. *RecoveryTrac™* ADMS enables real-time collection data and furnishes accurate and timely reporting to County stakeholders. ***RecoveryTrac™* ADMS is validated by the United States Army Corps of Engineers (USACE)** and is the ADMS preferred by USACE debris contractors.
- ✓ **Immediate Response Capability to Meet the County's Needs.** Our team understands the importance of rapid mobilization of qualified staff. We are committed to provide a project team that meets the technical requirements of the RFP and maximizes use of local personnel when possible. With disaster response and recovery experts located throughout the state, Tetra Tech can stage a full-scale mobilization in the County within hours of a disaster. Our staff of interdisciplinary experts will apply the necessary project controls to efficiently complete and document fieldwork and provide follow-up support—including appeal development and closeout audit support—long after completion of fieldwork. Our team has never failed to respond to a client's needs, providing each community with a dedicated project team. In 2017, **Tetra Tech successfully deployed more than 6,000 field staff throughout the country** to respond to

clients affected by Hurricane Irma in Florida, Hurricane Harvey in Texas, Hurricane Maria in Puerto Rico, and multiple wildfires in California. Our simultaneous response to several disasters is proof that we have the staff, resources, and expertise to respond to the County's post-disaster needs. Tetra Tech stands ready to work with the County as a trusted partner who will respond immediately and provide high-quality services throughout the engagement.

- ✓ **Full-Service Disaster Recovery Firm.** Tetra Tech is the only firm in the country that can provide FEMA reimbursement and disaster grant support combined with engineering capabilities to offer full-service disaster support solutions. Whether it is helping the County obtain reimbursement from FEMA for its disaster-related costs, obtaining additional disaster grants to pay for mitigation projects that will come available in coming months, or developing cost estimates and bid specs for damaged assets, Tetra Tech is ready and able to support the County in any of its disaster-related needs.
- ✓ **Commitment to a County-Driven Recovery Effort.** Tetra Tech recognizes that any recovery effort must be driven by the interests and objectives of the County and its residents. Tetra Tech is committed to providing expert staff that has the knowledge base to enhance the County's recovery, and not challenge County staff unnecessarily. Tetra Tech is committed to developing an understanding of the County's recovery goals and building a path to achieve those goals as partners.
- ✓ **Cost-effective Solution for Recovering Communities.** Our team of disaster recovery experts remains on the forefront of the debris monitoring industry, and we are committed to providing the latest technological advancements, which increase efficiency and result in significant cost savings to our clients. **Tetra Tech provides the best value by arming recovering communities with unmatched expertise and reasonably priced hourly rates thanks to advancements in our proprietary ADMS technological capabilities.**

**Tetra Tech is prepared and committed to providing Hurricane/Disaster – Field Debris Monitoring services as needed for Nassau County.** For questions regarding this response, please contact the representatives listed below. As an authorized representative of the firm, I am authorized and empowered to sign this proposal and bind the firm in contractual commitments.

**Technical Representative:** Mr. Ralph Natale  
2301 Lucien Way, Suite 120, Maitland, FL 32751  
Phone: 321-441-8511 | Fax: 321-441-8501  
ralph.natale@tetrattech.com

**Contractual Representative:** Ms. Betty Kamara  
2301 Lucien Way, Suite 120, Maitland, FL 32751  
Phone: 407-803-2551 | Fax: 321-441-8501  
TDR.contracts@tetrattech.com

Sincerely,

**Tetra Tech, Inc.**



Jonathan Burgiel  
Business Unit President – Tetra Tech Disaster Recovery

CERTIFICATE

TETRA TECH, INC.

To: Nassau County

I hereby certify to you that I am a duly elected and qualified Senior Vice President, General Counsel and Secretary of Tetra Tech, Inc., a Delaware corporation (the "Company"), and that, as such, I am authorized to execute this Certificate on behalf of the Company. I further certify to you on behalf of the Company that:

Jonathan Burgiel, Business Unit President within the Company's United States Government Division of the Government Services Group, is authorized and empowered, in accordance with the Company's Signature Approval Authority Matrix, as approved by the Company's Board of Directors, for and on behalf of the Company, to sign a proposal in response to Nassau County Hurricane/Disaster – Field Debris Monitoring. Further, Mr. Burgiel is authorized and empowered to sign any resulting contract and is authorized to bind the Company.

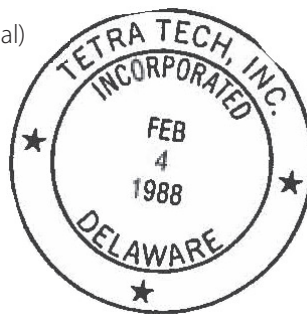
IN WITNESS WHEREOF, I have hereunto set my hand as of this 17 day of May.



Preston Hopson

Senior Vice President, General Counsel and  
Secretary

(Seal)





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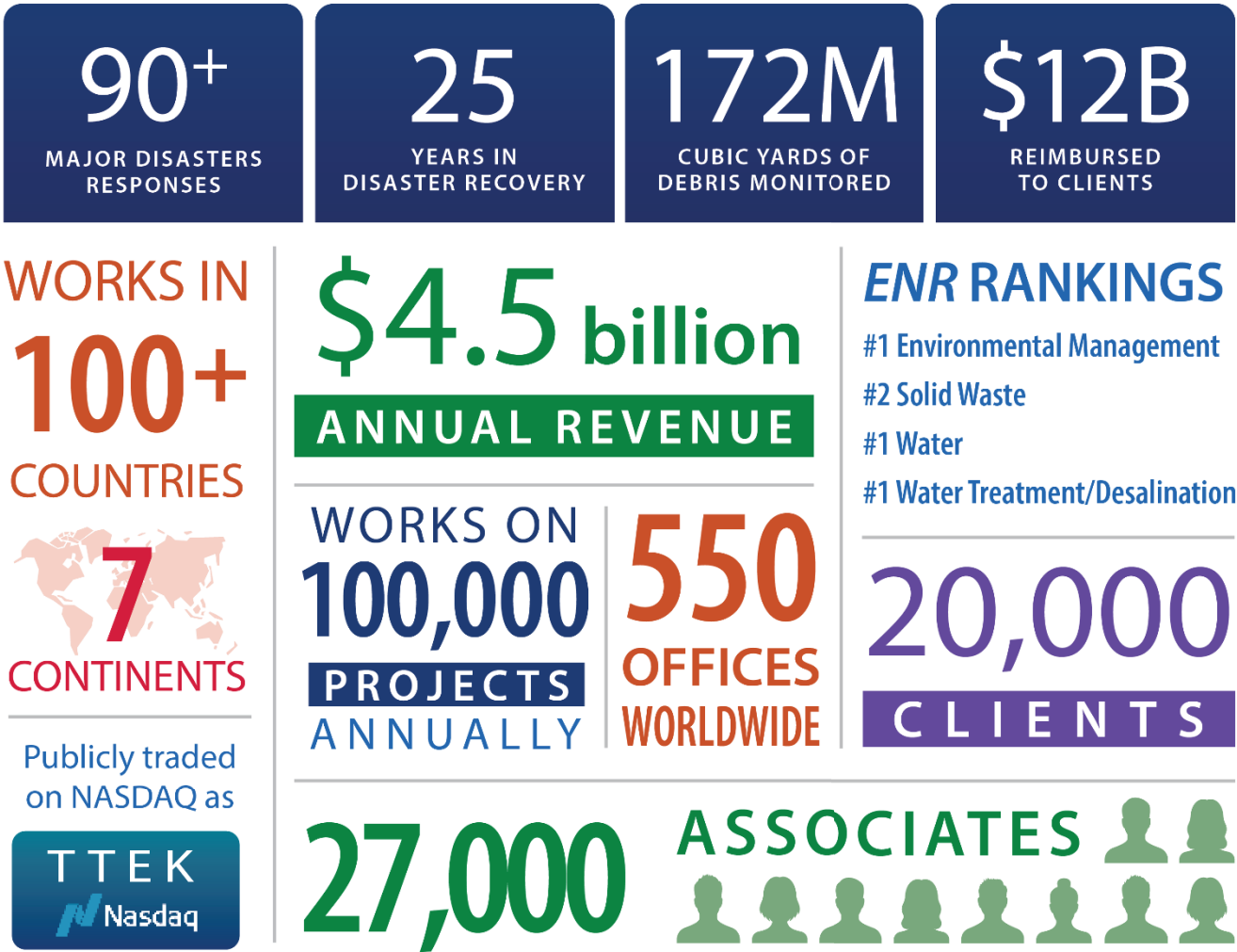
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# Tab 3 – Experience and Qualifications

## Firm History

Tetra Tech is a leading provider of consulting, engineering, environmental, and technical services worldwide. Founded in 1966, Tetra Tech is one of the leading firms in the nation in the field of disaster management and homeland security, with millions of dollars in revenue coming from contracts in such diverse areas as infrastructure hardening and protection; disaster recovery; emergency management, planning, and preparedness; community resilience; environmental services, and grant management. Tetra Tech supports government and commercial clients by providing innovative solutions to complex problems focused on water, environment, energy, infrastructure, and natural resources. We are a global company with over 27,000 employees that is *Leading with Science®* to provide innovative solutions to complex problems for our public and private clients.



Dedicated to helping state and local governments plan for and recover from natural and human-caused disasters, our staff members offer a field-tested and proven methodology for emergency readiness, continuity planning, and disaster recovery. Our team is recognized for its ability to quickly respond to a broad range of emergencies, allowing our clients to return to the business of running their day-to-day operations.

Likewise, our team’s understanding of the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA) (including recent changes), and other reimbursement agencies’ requirements for eligibility, documentation, and reimbursement helps clients receive the maximum reimbursement allowed. ***Our team has obtained over \$12 billion in reimbursement funds for our clients from federal agencies such as FEMA, FHWA, and the Natural***

**Resources Conservation Service (NRCS).** In total, our team has successfully managed the removal of and reimbursement for over **172 million cubic yards (CYs) of debris as well as the demolition of over 22,000 uninhabitable residential and commercial structures.**

In addition to disaster recovery, Tetra Tech offers a diverse suite of solutions to complex problems in water, environment, infrastructure, resource management, energy, advanced data analytics, and more. In all, Tetra Tech has dedicated problem solvers and innovators from 60 disciplines collaborating on innovative projects worldwide.



## Knowledge and Expertise

<b>55+</b> Years in Business	<b>25</b> Years in Disaster Recovery	<b>172M</b> CYs of Debris Monitored	<b>\$12+B</b> Reimbursed to Clients	<b>300+</b> Clients Nationwide
---------------------------------	---	--	--	-----------------------------------

Tetra Tech Disaster Recovery is a national leader in the field of disaster management. Our contracts with federal agencies and state and local governments are in diverse areas such as disaster recovery consulting and technical assistance; staff augmentation; community resilience; grant management; and disaster debris planning and preparedness. Our team offers deep understanding of the FEMA, FHWA, and other regulatory agencies’ policies and procedures. We have worked closely with these agencies, recipients, and subrecipients on billions of dollars’ worth of projects to determine project eligibility and to provide technical assistance, detailed damage inspection reports, cost estimates, validation and testing, audit documentation, and process reimbursements. Our team also maintains strong relationships with many of the lead federal officers, state agency leadership, local governments, and other staff.



## Why **Tetra Tech**?

We provide the County a swift, compliant, and dedicated response during both steady-state conditions and times of disaster. Tetra Tech is the best suited partner for the County to deliver the proposed scope of work because:

**Proven Experience** in Successfully Responding to Major Disaster Events in the County.

There is no better proof of our ability to respond to the County than saying that we've done it before. We understand the services that the County will likely ask us to perform and the unique nuances and geographies of the County.

Large, **Full-Service Firm** including Preparedness, Staff Augmentation, Debris Monitoring, and Mitigation Capabilities

With a staff of more than 27,000, Tetra Tech is one of the largest engineering and emergency management firms in the industry. The County can rest assured that we have all of the resources and skill sets needed to respond to disaster events impacting the County.

Key Staff **with History of Service - Dedicated to** the County

We have dedicated some of the leading experts in the State to the County. These key staff have a working history with the County and will not be assigned to any other clients in the immediate area.

**Best in Class** ADMS and Grant Management Personnel

Tetra Tech will deploy our *RecoveryTrac™* ADMS and *RecoveryTrac™* Grant Management technologies supported by our team of more than 200 grant management staff from across the nation.

## Unmatched Debris Monitoring Experience

Our team has provided disaster management, recovery, and consulting services to hundreds of state and local government agencies since 2001. These services have included environmental permitting; monitoring of debris collection, hazardous tree programs, debris management sites (DMS), and specialized debris missions; fire damage restoration; contractor invoice reconciliation; and federal grant reimbursement support. Tetra Tech can provide additional projects and information upon request.

### Experience Matrix (2001–Present)

# OVER 95 EVENTS SINCE 2001

## 2022

HURRICANE IAN - 31 Clients  
CA WILDFIRES - 2 Clients  
NM WILDFIRE (USACE) - 1 Client  
WINTER STORM VA - 1 Client  
KY STORMS/TORNADOES - 2 Clients

## 2021

DIXIE FIRE - 1 Client  
HURRICANE IDA - 9 Clients  
BUILDING COLLAPSE - 1 Client  
STORMS/TORNADOES AL - 1 Client  
WINTER STORM TX - 3 Clients  
STORMS/FLOODING TN - 1 Client  
WINTER STORM VA - 1 Client

## 2020

HURRICANE ZETA - 6 Clients  
HURRICANE DELTA - 4 Clients  
WILDFIRES - 2 Clients  
HURRICANE SALLY - 4 Clients  
HURRICANE LAURA - 18 Clients  
HURRICANE ISAIAS - 2 Clients  
HURRICANE HANNA - 3 Clients  
TORNADOES - 3 Clients  
IOWA DERECHO - 1 Client

## 2019

TROPICAL STORM IMELDA - 3 Clients  
HURRICANE DORIAN - 4 Clients  
TORNADOES - 2 Clients

## 2018

HURRICANE MICHAEL - 13 Clients  
HURRICANE FLORENCE - 12 Clients  
WILDFIRES - 1 Client

## 2017

WILDFIRES - 2 Clients  
HURRICANE MARIA - 1 Client  
HURRICANE IRMA - 67 Clients  
HURRICANE HARVEY - 38 Clients  
TX & GA TORNADOES - 2 Clients

## 2016

HURRICANE MATTHEW - 34 Clients  
HURRICANE HERMINE - 1 Client  
STORMS & FLOODING - 2 Clients  
WILDFIRES - 2 Clients  
FLOODING - 6 Clients

## 2015

WILDFIRES - 2 Clients  
SEVERE STORMS - 3 Clients  
FLOODING - 10 Clients

## 2014

FLOODING - 1 Client  
TORNADOES - 2 Clients  
ICE STORM - 7 Clients

## 2013

ICE STORM - 2 Clients  
FLOODING - 1 Client

## 2012

HURRICANE SANDY - 13 Clients  
HURRICANE ISAAC - 5 Clients  
TROPICAL STORM DEBBY - 3 Clients

## 2011

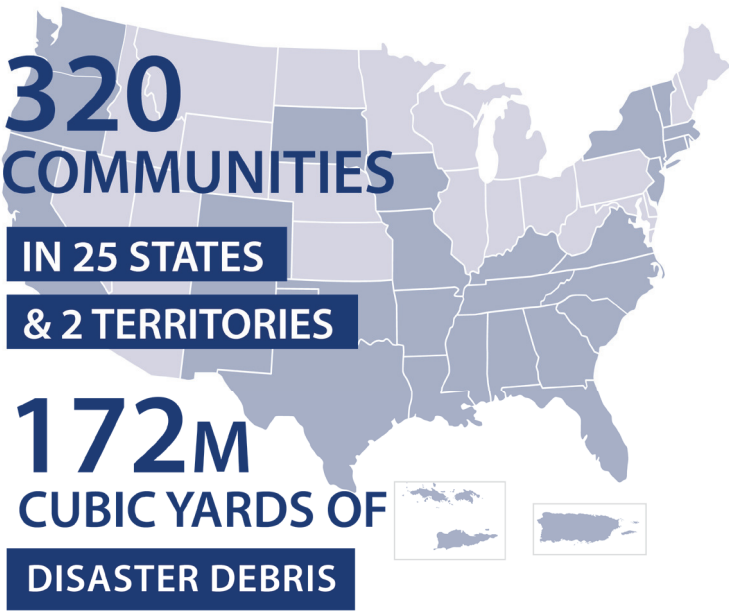
WINTER STORMS - 19 Clients  
TEXAS DROUGHT - 1 Client  
TEXAS WILDFIRES - 1 Client  
HURRICANE IRENE - 22 Clients  
TORNADOES - 4 Clients

## 2010

FLOODING - 2 Clients  
TORNADOES - 1 Client  
ICE STORMS - 1 Client  
TROPICAL STORM ALEX - 1 Client

## 2009

ICE STORMS - 1 Client  
SNOW STORMS - 2 Clients  
TROPICAL STORM IDA



## 2008

HURRICANE IKE - 78 Clients  
HURRICANE GUSTAV - 7 Clients  
TROPICAL STORM FAY - 3 Clients  
HURRICANE DOLLY - 30 Clients  
MIDWEST FLOODING - 2 Clients

## 2007

MIDWEST ICE STORM - 3 Clients  
TORNADOES - 2 Clients  
MIDWEST SNOW STORMS - 3 Clients

## 2006

BUFFALO SNOW STORMS - 6 Clients

## 2005

HURRICANE WILMA - 17 Clients  
HURRICANE RITA - 3 Clients  
HURRICANE KATRINA - 11 Clients  
HURRICANE DENNIS - 5 Client

## 2004

HURRICANE JEANNE - 2 Clients  
HURRICANE IVAN - 3 Clients  
HURRICANE FRANCES - 2 Clients  
HURRICANE CHARLEY - 2 Clients

## 2002

HURRICANE LILI - 1 Client

## 2001

TROPICAL STORM GABRIELLE - 1 Client







## Large-Scale Debris Monitoring Experience

Clients count on us to respond in their time of need, and we have never failed to deliver. Our team of debris experts and vast resources allow us to respond to our clients' deployment and mobilization needs, regardless of size, location, or type of disaster. *More than 6,000 Tetra Tech field staff were deployed in concurrent responses to Hurricanes Harvey, Irma, Maria, and the California wildfires in 2017–2018.* Tetra Tech understands the unique aspects and special considerations related to large-scale operations.

### Large Project Experience



### Top 20 Debris Monitoring Projects by Cubic Yard (CY)

 8.27M CalRecycle Camp Wildfire, 2018	 6.81M Calcasieu Parish, LA Hurricane Laura, 2020	 5.47M Houston, TX Hurricane Ike, 2008	 5.38M Escambia County, FL Hurricane Ivan, 2004	 4.42M Baldwin County, AL Hurricane Sally, 2020
 4.0M Lake Charles, LA Hurricane Laura, 2020	 3.90M Miami-Dade County, FL Hurricane Katrina, 2005	 3.56M Miami-Dade County, FL Hurricane Irma, 2017	 3.14M Collier County, FL Hurricane Irma, 2017	 2.89M Gulfport, MS Hurricane Katrina, 2005
 2.69M Bolivar Peninsula, TX Hurricane Ike, 2008	 2.49M Harrison County, MS Hurricane Katrina, 2005	 2.39M Harris County, TX Hurricane Ike, 2008	 2.30M Miami-Dade County, FL Hurricane Wilma, 2005	 2.27M Polk County, FL Hurricane Irma, 2017
 2.18M Hilton Head Island, SC Hurricane Matthew, 2016	 1.81M Galveston, TX Hurricane Ike, 2008	 1.70M Santa Rosa County, FL Hurricane Dennis, 2005	 1.60M Beaufort County, SC Hurricane Matthew, 2016	 1.59M Escambia County, FL Hurricane Dennis, 2005



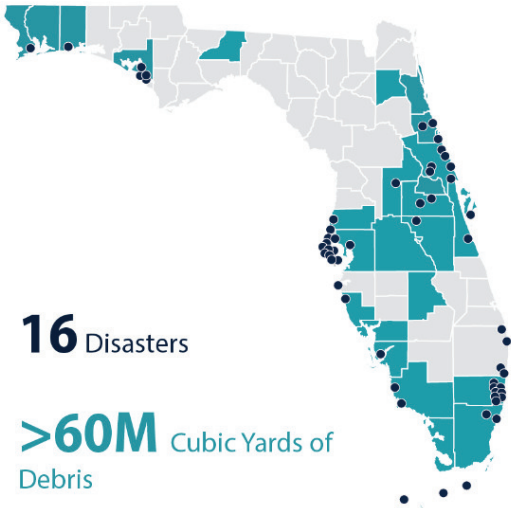
## Florida Debris Monitoring Experience

**Tetra Tech has performed more debris monitoring services in the state of Florida than any other firm.** Our team has responded to every major disaster in Florida since 2001. In response to these events, our team has overseen 141 projects amounting to over 60 million CYs of debris across the State. Due to our vast experience, we have become experts in Florida’s unique needs disaster recovery needs, including PPDR, waterways, and beach projects.

Florida is also our home state, where many of our principal and senior staff reside. We are proud of our work in Florida, and we want to be known in our hometowns for providing excellent service to our communities. With 22 offices throughout the state, including our disaster recovery headquarters and fully stocked warehouse in Central Florida, Tetra Tech is mere hours away to mobilize rapidly to our clients throughout the state.

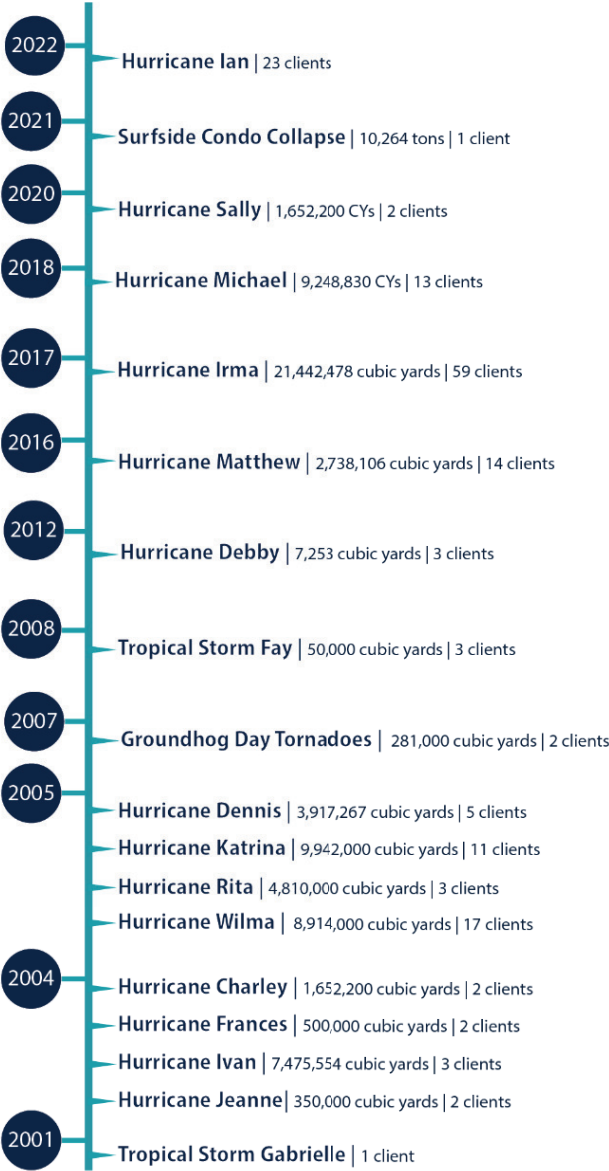
### Florida Debris Monitoring Experience

## Florida Debris Monitoring Projects



140+ Projects

22 Offices and  
>900 Personnel  
throughout the State



# HURRICANE IAN

## Event Recap (DR-4673):

Hurricane Ian was a devastating Category 4 hurricane that made landfall in Southwest Florida on September 28, 2022. A destructive storm surge was pushed inland in coastal areas, while high winds and extreme rainfall caused catastrophic damage and flooding across Florida's interior. It is estimated that Hurricane Ian caused more than \$50 billion in damages in Florida.

## Key Tetra Tech Accomplishments:

- Mobilized more than **1,000 staff in 5 days**
- Deployment of **water and wastewater engineers** to restore water systems
- Immediate response operations with transition to long-term recovery
- More than **6.7 million cubic yards of disaster debris** monitored for federal documentation and reimbursement
- Supporting **complex projects up to \$45 million in FEMA PA funding** to support recovery



**Disaster Type:**  
Hurricane



**Number of Clients:**  
38



**Number of Staff:**  
1,400 at peak



**Duration of Work:**  
October 2022 –  
Ongoing

## Representative Clients:

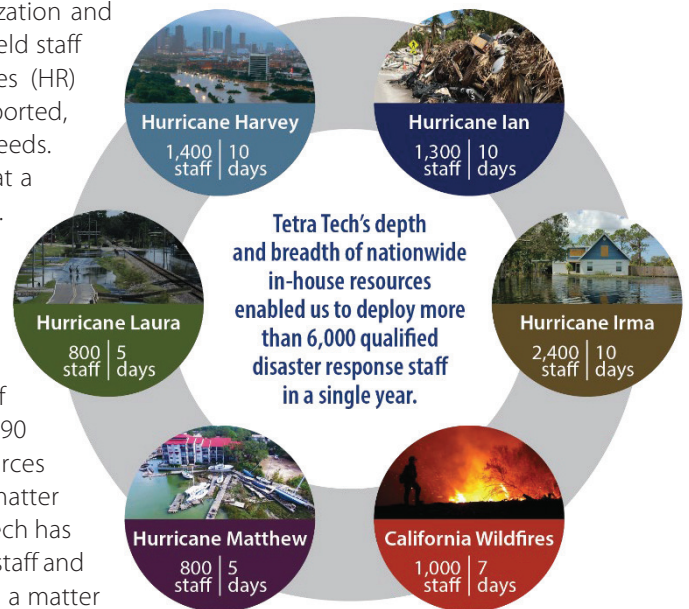
Florida Division of Emergency Management • Florida Department of Environmental Protection • Brevard County, FL • City of Cape Coral, FL • Charlotte County, FL • Collier County, FL • City of Fort Myers, FL • Pinellas County, FL • Volusia County, FL • Manatee County, FL • Osceola County, FL • Polk County, FL • St. Johns County, FL

## Ability to Respond

**Clients count on us to respond in their time of need, and we have never failed to deliver.** Our ability to respond rapidly is accelerated by utilizing the following:

- Incident Command System (ICS) Structure:** Our projects are operated under the ICS structure and have a proven track record of meeting even the most challenging staffing level requirements. ICS allows the Tetra Tech project team to scale as needed, coordinate response, establish common processes for planning and managing resources, and adapt organizational structure to match the needs and complexities of projects.
- Ability to Hire Rapidly:** Tetra Tech's immediate response staffing plan utilizes our vast network of disaster recovery professionals, including full-time employees, reserve staff from the Tetra Tech Disaster Recovery Unit, and local hires. Our staffing process has rapidly mobilized project teams for major disaster recovery projects nationwide. We prioritize deploying local staff, which benefits the local post-disaster economy and reduces mobilization and transportation costs. In addition to maintaining an extensive field staff database, Tetra Tech can deploy our Field Human Resources (HR) Hiring Center, which is designed to be quickly mobilized, transported, and set up to allow near immediate response for field staffing needs. The number of trained HR representatives can scale up to 20 at a moment's notice, with the ability to hire 200+ staff per day. Under this process, local teams can be hired, trained, and deployed within 24 hours.
- Depth of Resources:** Tetra Tech maintains a fully stocked warehouse located in Orlando, Florida with over 120 fully stocked bays of debris monitoring supplies capable of supporting over 50 simultaneous recovery operations for over 90 days. We also have dedicated logistics staff that manages resources and supplies and can have a fully functioning field office in a matter of days, and often several simultaneous offices at once. Tetra Tech has consistently deployed large-scale mobilizations of hundreds of staff and thousands of dollars' worth of equipment to multiple clients in a matter of days and on very short notice.

Tetra Tech has never failed to respond to our clients' deployment and mobilization needs, regardless of location or disaster. In 2017, Tetra Tech successfully deployed **more than 6,000 field staff** throughout the country to respond to clients affected by Hurricane Irma in Florida, Hurricane Harvey in Texas, Hurricane Maria in Puerto Rico, and multiple wildfires in California.



## We Set the Standard.

No firm has responded to more disaster events with more personnel in a shorter amount of time than Tetra Tech.

### Proven Ability to Respond to Multiple Simultaneous Contract Commitments

While Tetra Tech is an organization of over 27,000 employees with the capability to mobilize for numerous communities, we are very careful not to overextend our staff and resource capability to ensure that we can successfully meet our clients' expectations. **Upon careful consideration of these contractual obligations and the capacity of our logistics, equipment,**



**staffing, and ability to mobilize across Florida, we certify that the County will receive our full commitment to always ensure this contract's success. Moreover, we are intentionally assessing future engagements in the area to ensure that we can successfully respond and deliver with dedicated attention once awarded the work.** As elaborated throughout this proposal, we have the existing staff, systems, and policies needed to respond to the County's needs rapidly and effectively.

Due to the nature and deep pool of resources of our firm, we are able to scale to meet the County's need regardless of size or scope of work. As demonstrated by our prior success in multiple simultaneous activations across the country, Tetra Tech's size, depth, and breadth of resources have consistently proven to be an asset for our clients.

Tetra Tech is recognized for its ability to quickly and effectively respond to large-scale projects. Since 1990, Tetra Tech has been providing comprehensive emergency response services to both governmental and private clients. Most notably, we have continuously supported the U.S. Environmental Protection Agency's (EPA) Emergency Response and Removal program since 1995, serving as prime contractor or subcontractor in eight of the ten regions across the country. Over this time, we provided technical consulting expertise on nearly 2,000 emergency response efforts nationwide. We have responded to all types of incidents, including industrial plant explosions, chemical fires, train derailments, oil spills, and pipeline ruptures impacting environmentally sensitive areas, clandestine drug laboratory operations, mercury spills in residences and schools, releases of unknown hazardous substances, chemical and biological agent incidents, and natural disasters, such as floods, tornadoes, and hurricanes.

### Rapid Response Methodology

In many cases, we respond rapidly within 24 hours of receiving notice-to-proceed and fully staff projects within 7 days. Our staffing process has rapidly mobilized project teams for major disaster recovery projects nationwide, leveraging both our in-house and on-call staff with demonstrated disaster response training and experience. We prioritize deploying local staff to the maximum extent practical, which not only benefits the local economy but also reduces mobilization and transportation costs. ***Our team has successfully deployed large-scale mobilizations of hundreds of staff and thousands of dollars' worth of equipment to multiple clients in a matter of days and on very short notice.***

Ultimately, the strategy, structure, and staffing requirements for the project organization are based on client expectations and the desired outcome. Tetra Tech's project team can scale as needed, coordinate response, establish common processes for planning and managing resources, and adapt organizational structure to match the needs and complexities of projects. A sample of rapid deployments and timeframes is provided below.

**Representative Tetra Tech Response Deployment**

Event and Year	Staff Mobilized	Mobilization Periods
Hurricane Ian (2022)	1,300	5 days
Hurricane Laura (2020)	600	4 days
Hurricane Isaias (2020)	50	3 days
Tornadoes (2020)	120	3 days
Tornadoes (2019)	40	2 days
Hurricane Michael (2018)	665	4 days
California Wildfires (2018)	1,000	7 days
Hurricane Florence (2018)	450	3 days
Hurricane Harvey (2017)	1,417	10 days
Hurricane Irma (2017)	2,452	10 days
Hurricane Matthew (2016)	800	5 days
Texas Flooding – (October 2015)	50	2 days
Texas Flooding – (May 2015)	150	3 days
California Wildfires (2015)	100	2 days
Hurricane Isaac (2012)	400	3 days
State of Connecticut Snowstorm (2011)	450	7 days
Hurricane Irene (2011)	500	5 days

Hurricane Ike (2008)	3,200	10 days
Hurricane Gustav (2008)	250	5 days
Hurricane Dolly (2007)	150	5 days
Midwest Severe Winter Storms (2008)	150	7 days
Midwest Severe Winter Storms (2007)	200	7 days
Buffalo Snowstorms (2006)	250	5 days
Hurricane Wilma (2005)	1,500	14 days
Hurricane Dennis (2005)	250	5 days

**Rapid Recruiting**  
During program ramp-up, we focus on hiring locally. We deploy several methods for outreach and recruitment for local staff, including targeted outreach in community hubs, extensive networking with potential candidates, and coordination with local support groups. **We will work closely with our local business partners and project success sponsors to recruit and retain locally-based staff.**

 Advertising Job Postings	 Connecting with Labor Networks	 Engaging in the Digital Space
Local newspapers Job boards of local colleges and universities Supermarkets Employment and job training websites All project locations All satellite offices	Community organizations Vocational training organizations Faith-based organizations Semi-annual career fairs Labor unions Apprentice programs Job Corps Unemployment Department Chambers of Commerce	Facebook LinkedIn Twitter Glassdoor Indeed Career Builder

**Field Hiring Center**  
In addition to maintaining an extensive case management and community outreach staff database, Tetra Tech can deploy our Field Human Resources (HR) Hiring Center which is designed to be quickly mobilized to allow near immediate response for staffing needs. In fact, in most cases, Hiring Centers are ready in less than 72 hours from the notice to proceed. The number of trained HR representatives can scale up to 20 at a moment's notice – allowing Tetra Tech to **hire 200+ staff per day**. Under this process, local teams can be hired, trained, and deployed quickly.

**Local hires in 24 hours.**

Tetra Tech can hire, train, and deploy local teams within 24 hours. Our onboarding procedures are designed for rapid mobilization, thorough training, and near-immediate execution of work.

Tetra Tech monitors the project work plan to meet the needs of the project throughout the engagement, including fluctuations in staffing needs. As the work volume decreases after the initial surge upon program launch, we typically reduce staffing levels accordingly. Our utmost priority is to balance workload and customer service – providing the proper amount of field staff to maintain pace with activity in the workflow.

Typically, during the program demobilization process, Tetra Tech works with each employee to determine the next step in their professional journey – very frequently another project with our team. Many of our current project management staff members began their career with Tetra Tech as locally hired staff and have grown with us into national senior leadership positions.

## Financial Stability

Tetra Tech is a stable company with annual operating revenue exceeding \$4.5 billion. Our size, diversity, and financial stability give us the capacity to undertake and successfully complete projects of all sizes and complexities with no financial risk to our clients.

Tetra Tech has nearly \$1 billion of liquidity available, allowing us to meet contractual obligations for disaster response operations regardless of funding flows or payment processing during large disasters. We have proven this in management of more than \$12 billion in federal funding across our more than 650 activations in response to over 100 declared disasters.

Our record of performance reflects a well-managed, growing, successful, and financially strong and stable company. In an era marked by significant economic upheaval, Tetra Tech has been able to sustain fiscal discipline, maintain a stable and diverse contract and client base, and provide high-quality, cost-effective services.

The significant global demand for our services has resulted in Tetra Tech achieving new all-time-high records in fiscal year 2022 for revenue, net revenue, earnings per share, and backlog. In fiscal year 2022, gross revenue was \$3.5 billion and net revenue increased to \$2.8 billion, up 9 percent and 11 percent, respectively from 2021. Our differentiated high-end services generated all-time-high operating income of \$340 million resulting in an Earnings Per Share of \$4.86, up 14 percent from last year. As of October 2022, Tetra Tech had \$185.1 million of cash and cash equivalents, as well as access to an additional \$784.3 million of borrowing available under our credit facilities, totaling in more than \$969 million available.

Tetra Tech has **more than \$969 million** available.

This allows us to meet contractual obligations, regardless of funding flows or payment processing during disaster activations.

Tetra Tech currently boasts annual revenues of more than \$4.5 billion and employs 27,000 personnel in 550 offices worldwide. We ended the year with an all-time-high backlog of \$3.74 billion, up 8 percent from the same time last year. While it was an exceptional year for orders, we finished the year with the highest bookings of orders in the history of the Company, exceeding \$1.3 billion just in the fourth quarter. During the year, we added more than \$5 billion in new contract capacity worldwide to address flood risk management, water and sanitation, dam safety, carbon mitigation, biodiversity, renewable energy, and a wide range of environmental data analytics solutions. Our strong, broad-based backlog provides us with extraordinary visibility and momentum.

Tetra Tech's Annual Report detailing all our services and financial disclosures is available electronically at our website. With currently booked backlog of more than \$3.74 billion and a Dun & Bradstreet rating of 5A2, our success is attributed to a strong work ethic combined with exceptional project management and in-house expertise.



# The County gains the **stability and resources** of a \$4.5 billion company.

**\$185 million**

Available cash

**\$784 million**

Borrowings at our  
disposal

**\$969 million**

Total liquidity  
available



Tetra Tech is grateful for the opportunity to expand upon our partnership with the County. We are supportive of this proposal from the highest levels of our organization. With nearly \$1 billion of liquidity available, we are confident that **Tetra Tech's financial capacity and stability exceed the potential financial demands of this contract.**

– Steven Burdick,  
Chief Financial Officer



## Recent Debris Monitoring Experience

The exhibit below provides an abbreviated experience matrix for projects conducted since 2017. Tetra Tech can provide specific references and additional information upon request.

**Experience Matrix (2017–Present)**

Year	Disaster	Representative Client(s) *Work in Progress	Size (CYs)	Contract Management	Data Management	Collection Monitoring	Disposal Monitoring	Leaner/Hanger/Stump Removal	Private Property Debris Removal	Marine/Waterway	FEMA Reimbursement
2023	California Floods	Merced County, CA	Ongoing	■	■	■	■				■
		City of Santa Barbara, CA	Ongoing	■	■	■	■				■
	2023 Texas Ice Storm Clients Served: 3	City of Austin, TX*	Ongoing	■	■	■	■				■
		Travis County, TX*	Ongoing	■	■	■	■				■
		City of Georgetown, TX*	Ongoing	■	■	■	■				■
2022	Hurricane Ian Clients Served: 30	Florida Department of Environmental Protection, FL*	100,000	■	■	■	■				■
		Brevard County, FL*	200,000	■	■	■	■				■
		City of Cape Coral, FL*	1,200,000	■	■	■	■			■	■
		Charlotte County, FL*	4,500,000	■	■	■	■			■	■
		Collier County, FL*	900,000	■	■	■	■			■	■
		Highlands County, FL*	300,000	■	■	■	■				■
		City of Holly Hill, FL*	85,000	■	■	■	■				■
		City of Key West, FL*	45,000	■	■	■	■				■
		Manatee County, FL*	650,000	■	■	■	■				■
		City of Melbourne, FL*	65,000	■	■	■	■				■
		Osceola County, FL*	10,000	■	■	■	■				■
		Polk County, FL*	1,300,000	■	■	■	■				■
		St. Johns County, FL*	50,000	■	■	■	■				■
		Volusia County, FL*	350,000	■	■	■	■				■
		Placer County, CA*	Ongoing	■	■			■	■		■
	McKinney Fire	Siskiyou County, CA	Ongoing	■	■			■	■		■
	New Mexico Wildfires	New Mexico USACE*	Ongoing	■	■	■	■	■	■		■
	Oak Fire	Mariposa County, CA	Ongoing	■	■			■	■		■
	Winter Storms Clients Served: 1	Virginia Department of Transportation Stephen Fritton, (804) 609-5399 Stephen.fritton@vdot.virginia.gov	250,831.70	■	■			■	■		■
	Severe Storms and Tornadoes Clients Served: 2	City of Bowling Green, KY Matt Powell, (270) 784-7796, Matt.powell@bgky.org	164,370	■	■	■	■	■			■
		Warren County, KY Matt Powell, (270) 784-7796, Matt.powell@bgky.org	47,300	■	■	■	■	■			■
	Dixie Fire Clients Served: 1	CalRecycle (State Contract)* Alan Zamboanga, (916) 341-6450	Ongoing		■	■	■	■	■	■	■
2020	Hurricane Ida	City of Central, LA	62,878	■	■	■	■	■	■	■	■

	Clients Served: 11	<b>Iberville Parish, LA</b> Randall Dunn, (225) 776-1109, dunn@ibervilleparish.com	10,846	■	■	■	■	■	■	■	■	■
		<b>Tangipahoa Parish, LA*</b>	2,930,005 (ongoing)	■	■	■	■	■	■	■	■	■
	<b>Surfside Condo Collapse</b> Clients Served: 1	<b>Miami-Dade County, FL</b> Michael Fernandez, (786) 473-7314, michael.fernandez@miamidade.gov	10,264 (tons)	■	■	■	■	■	■	■	■	■
	<b>Tennessee Severe Storms and Floods</b> Clients Served: 1	<b>Metro Nashville and Davidson County, TN</b> Phillips Jones, (615) 533-2377, phillip.jones@nashville.gov	804 (tons)	■	■	■	■	■	■	■	■	■
	<b>Alabama Tornado</b> Clients Served: 3	<b>Calhoun County, AL</b>	228,268	■	■	■	■	■	■	■	■	■
	<b>Winter Storms</b> Clients Served: 1	<b>Virginia Department of Transportation</b> Stephen Fritton (804) 609-5399, stephen.fritton@vdot.virginia.gov	471,000	■	■	■	■	■	■	■	■	■
2020	<b>California Wildfire</b> Clients Served: 1	<b>CalRecycle Northern Branch*</b>	488,993 (tons)	■	■	■	■	■	■	■	■	■
		<b>Audubon Society of LA</b> Cecilie Halliwill, (504) 212-5325 challiwill@auduboninstitute.org	19,408	■	■	■	■					■
		<b>City of Diamondhead, MS</b> Mike Reso (228) 222-4626 Ext. 1802   mreso@diamondhead.ms.gov	200,556	■	■	■	■					■
		<b>City of Gulfport, MS</b> Wayne Miller (288) 868-5740   wmiller@gulfport-ms.gov	483,147	■	■	■	■					■
	<b>Hurricane Zeta</b> Clients Served: 7	<b>City of Waveland, MS</b> Mickey Lagasse (228) 467-4143   mlagasse@waveland-ms.gov	216,681	■	■	■	■					■
		<b>City of Slidell, LA</b> Blaine Clancy (985) 646-4270   bclancy@cityofslidell.org	340 hangers/ hazardous trees	■	■	■	■					■
		<b>Dallas County, AL</b> Heath Sexton (334) 375-1587   hsexton@dallscounty_al.org	222,732	■	■	■	■					■
		<b>Hancock County, MS</b> Scotty Adam (228) 467-0172   Scotty.Adam@co.hancock.ms.us	64,520	■	■	■	■					■
	<b>Hurricane Delta</b> Clients Served: 3	<b>City of Youngsville, LA</b> Sally Angers (337) 857-6925   SallyAngers@youngsvilleLA.gov	7,646	■	■	■	■					■
		<b>St. Martin Parish, LA</b> Heath Babineaux (337) 394-4798   Hbabineaux@stmartinparish.net	30,600	■	■	■	■					■
		<b>Baldwin County, AL</b> Terri Graham (251) 331-4158   TGraham@baldwincounty.al.gov	4,425,281	■	■	■	■					■
	<b>Hurricane Sally</b> Clients Served: 4	<b>City of Pensacola, FL</b> John Pittman (850) 435-1894   Jpittman@cityofpensacola.com	574,579	■	■	■	■					■
		<b>Okaloosa County, FL</b> Jim Reece (850) 978-1063   jreece@co.okaloosa.fl.us	30,794	■	■	■	■					■
		<b>Acadia Parish, LA</b> Chance Henry (337) 824-7720   electchancehenry@gmail.com	98,595	■	■	■	■					■
		<b>Calcasieu Parish, LA</b> Theresa Champeaux (337) 540-8094   tchampeaux@calcasieuparish.gov	6,950,234	■	■	■	■					■
	<b>Hurricane Laura</b> Clients Served: 17	<b>City of Lake Charles, LA</b> Jeff Jones (337) 540-1707   jjones@cityoflc.us	4,314,878	■	■	■	■					■
		<b>City of Sulphur, LA</b> Stacy Dowden (337) 764-8044   sdowden@sulphur.org	838,412	■	■	■	■					■
		<b>Jefferson Davis Parish, LA</b> Renee Hicks (337) 824-4792   renee@jdpj.net	140,874	■	■	■	■					■
		<b>Orange County, TX</b> Leon George (409) 238-9169   lgeorge@co.orange.tx.us	723,064	■	■	■	■					■
	<b>Hurricane Isaias</b>	<b>Town of Holden Beach, NC</b> Heather Finnell	2,150	■	■	■	■					■



	Clients Served: <b>6</b>	(910) 842-6488   heather@hbtownhall.com						
		<b>Town of Ocean Isle Beach, NC</b> Justin Whiteside (910) 579-3469   justin@oibgov.com	6,966	■	■	■	■	■
		<b>Town of Oak Island, NC</b> Rose Braam (910) 201-8015   rbraam@ci.oak-island.nc.us	62,394	■	■	■	■	■
	<b>Hurricane Hanna</b> Total CYs: <b>327,035</b> Clients Served: <b>4</b>	<b>Hidalgo County, TX</b> Mr. Judge "J.D." Salinas (956) 318-2600   jd.salinas@gsa.gov	187,135	■	■	■	■	■
	<b>South Carolina Severe Storms and Tornadoes</b> Total CYs: <b>783</b> Clients Served: <b>1</b>	<b>Barnwell County, SC</b> Mr. Roger Riley (803) 541-2013   rriley@barnwellsc.com	783	■	■	■	■	■
	<b>Tennessee Severe Storms and Tornadoes</b> Total CYs: <b>1,039,455</b> Clients Served: <b>3</b>	<b>City of Chattanooga, TN</b> Elizabeth Goss (229) 894-4591   egoss@chattanooga.gov	322,200	■	■	■	■	■
		<b>Hamilton County, TN</b> John Agan (423) 315-3840   johna@HamiltonTN.gov	408,305	■	■	■	■	■
		<b>Metro Nashville and Davidson County, TN</b> Phillips Jones (615) 533-2377   phillip.jones@nashville.gov	308,949	■	■	■	■	■
	<b>Tropical Storm Imelda</b> Total CYs: <b>73,336</b> Clients Served: <b>3</b>	<b>Harris County, TX</b> Ms. Danielle Cioce, MS (551) 427-6581   danielle.cioce@hcpid.org	15,907	■	■	■	■	■
		<b>Jefferson County, TX</b> Patrick Swain (409) 835-8500   pswain@co.jefferson.tx.us	57,429	■	■	■	■	■
2019	<b>Hurricane Dorian</b> Total CYs: <b>63,719</b> Clients Served: <b>5</b>	<b>Colleton County, SC</b> Carla W. Harvey, PE (843) 782.3104   Cell – (843) 909-4653 charvey@colletoncounty.org	4,272	■	■	■	■	■
		<b>Dorchester County, SC</b> Mr. Mario Formisano (843) 832-0341   MFormisano@dorchestercounty.net	31,294	■	■	■	■	■
	<b>Louisiana Severe Storms and Tornadoes</b> Total CYs: <b>30,516</b> Clients Served: <b>5</b>	<b>City of Ruston, LA</b> John Freeman (318) 245-2398   jfreeman@ruston.org	30,516	■	■	■	■	■
	<b>Alabama Severe Storms and Tornadoes</b> Total CYs: <b>176,780</b> Total Tons: <b>7,262</b> Clients Served: <b>1</b>	<b>Lee County, AL</b> Patrick Harvill (334) 737-7011   Pharvill@leeco.us	176,780 (and 7,262 Tons)	■	■	■	■	■
		<b>Lynn Haven, City of, FL</b> Vickie Gainer (850) 265-2121 ext 112   vgainer@cityoflynnhaven.com	1,280,400	■	■	■	■	■
2018	<b>Hurricane Michael</b> Total CYs: <b>10,618,496</b> Clients Served: <b>13</b>	<b>Callaway, City of, FL</b> Ed Cook (850) 215-6691   Citymanager@cityofcallaway.com	1,468,100	■	■	■	■	■
		<b>Parker, City of, FL</b> Rich Musgrave (850) 871-4104   richmusgrave@cityofparker.com	548,800	■	■	■	■	■
		<b>Wakulla County, FL</b> Brandy Raye King (850) 745-7711   bking@mywakulla.com	38,085	■	■	■	■	■
		<b>Franklin County, FL</b> Pamela Brownell (850) 653-8977, ext. 10   Em3frank@fairpoint.net	126,087	■	■	■	■	■

		<b>Albany County, GA</b> Phil Roberson (229) 357-0667   PRoberson@dougherty.ga.us	363,000	■	■	■	■	■
		<b>Dougherty County, GA</b> Michael McCoy (229) 431-2193   MMcCoy@dougherty.ga.us	207,000	■	■	■	■	■
	<b>Hurricane Florence</b> Total CYs: <b>1,365,327</b> Total Tons: <b>19,889</b> Clients Served: <b>15</b>	<b>New Bern, City of, NC</b> Matt Montanye (252) 646-3984   MontanyeM@newbern-nc.org	155,400	■	■	■	■	■
		<b>Craven County, NC</b> Steven Aster (252) 658-7179   saster@cravencountync.gov	59,800	■	■	■	■	■
		<b>Lenoir County, NC</b> Samuel Kornegay (252) 361-1788   skornegay@co.lenoir.nc.us	34,662	■	■	■	■	■
		<b>Fayetteville, City of, NC</b> Jackie Tuckey (910) 433-1854 jtuckey@ci.fay.nc.us	134,282	■	■	■	■	■
		<b>Brookfield, CT</b> Ralph Tedesco (203) 775-7318 jrtedesco@brookfieldct.gov	175,442	■	■	■	■	■
		<b>New Fairfield, CT</b> Russ Loudon (203) 312-5628 rloudon@newfairfield.gov						
2017	<b>California Wildfires (2017-18)</b> Total Tons: <b>2,278,740</b> Clients Served: <b>4</b> (6 Wildfires)	<b>CalRecycle, CA</b> Alan Zamboanga (916) 341-6450   alan.zamboanga@calrecycle.ca.gov	2,278,740 Tons	■	■	■	■	■
	<b>Hurricane Irma</b> Total CYs: <b>20,113,657</b> Clients Served: <b>67</b>	<b>Miami-Dade County, FL</b> Michael Fernandez (786) 473-7314   michael.fernandez@miamidade.gov	3,558,943	■	■	■	■	■
		<b>Polk County, FL</b> Jay M. Jarvis, P.E. (863) 581-0163   JayJarvis@polk-county.net	2,244,330	■	■	■	■	■
		<b>Collier County, FL</b> Dan Rodriguez (239) 252-2504   danrodriguez@colliergov.net	4,004,300	■	■	■	■	■
		<b>Miami, City of, FL</b> Mario Nunez (786) 479-4097   MFNunez@miamigov.com	540,053	■	■	■	■	■
		<b>Seminole County, FL</b> Jeff Waters (407) 665-2253   jwaters02@seminolecountyfl.gov	824,534	■	■	■	■	■
		<b>Lake County, FL</b> Mary Hamilton (352) 253-6006   mhamilton@lakecountyfl.gov	355,000	■	■	■	■	■
		<b>Brevard County, FL</b> Euripides Rodriguez (321) 633-2042   Euripides.rodriguez@brevardfl.gov	653,953	■	■	■	■	■
		<b>Pinellas County, FL</b> Sean Tipton (727) 464-8809   stipton@co.pinellas.fl.us	380,000	■	■	■	■	■
		<b>Holly Hill, City of, FL</b> Antoine Khoury (386) 248-9493   akhoury@hollyhillfl.org	46,876	■	■	■	■	■
		<b>South Daytona, City of, FL</b> Les Gillis, P.E. (386) 322-3080   lgillis@southdaytona.org	27,908	■	■	■	■	■
	<b>Hurricane Harvey</b> Total CYs: <b>5,445,225</b> Clients Served: <b>31</b>	<b>Corpus Christi, City of, TX</b> Gabriel Maldonado (361) 826-3165   gabrielm@cctexas.com	536,074	■	■	■	■	■
		<b>Dickinson, City of, TX</b> Connie Nicholson (281) 337-2489 ext. 224   cnicholson@ci.dickinson.tx.us	182,354	■	■	■	■	■
		<b>Fort Bend County, TX</b> Marc Grant (832) 473-2730   grantmar@co.fort-bend.tx.us	338,277	■	■	■	■	■
		<b>Friendswood, City of, TX</b> Brian Mansfield (281) 996-3335   bmansfield@ci.friendswood.tx.us	135,957	■	■	■	■	■

<b>Georgia Tornadoes</b> Total CYs: <b>920,000</b> Clients Served: <b>2</b>	<b>Harris County, TX</b> Danielle Cioce (551) 427-6581   danielle.cioce@hccpid.org	1,129,652	■	■	■	■	■
	<b>Houston, City of, TX</b> Joanne Song Yu (832) 393-0484   Joanne.Song@houstontx.gov	2,500,000	■	■	■	■	■
	<b>Humble, City of, TX</b> James Nykaza (281) 853-7832   jnykaza@cityofhumble.net	22,737	■	■	■	■	■
	<b>Katy, City of, TX</b> Jason Rivera (281) 391-4796   jrivera@cityofkaty.com	24,000	■	■	■	■	■
	<b>League City, City of, TX</b> Ogden "Bo" Bass, AICP (281) 554-1007   bo.bass@leaguecitytx.gov	116,461	■	■	■	■	■
	<b>Montgomery County, TX</b> Darren Hess (936) 523-3910   Darren.Hess@mcctx.org	119,572	■	■	■	■	■
	<b>Nassau Bay, City of, TX</b> Jamie L. Galloway (281) 336-6298   jamie.galloway@nassaubay.com	6,323	■	■	■	■	■
	<b>Pasadena, City of, TX</b> Robin S. Green, Jr., P.E. (713) 475-7836   rgreen@pasadenatx.gov	30,164	■	■	■	■	■
	<b>Seabrook, City of, TX</b> Kevin Padgett (281) 291-5656   kpadgett@seabrooktx.gov	1,592	■	■	■	■	■
	<b>Albany County, GA</b> Phil Roberson (229) 357-0667   PRoberson@dougherty.ga.us	380,000	■	■	■	■	■
	<b>Dougherty County, GA</b> Michael McCoy (229) 431-2193   MMcCoy@dougherty.ga.us	540,000	■	■	■	■	■

## Our program is designed to maximize federal grant reimbursement.

Over the course of working with hundreds of local and state governments on disaster debris management projects, our team has developed a deep understanding of FEMA, FHWA, NRCS, and other reimbursement and regulatory agencies' policies and procedures. Our efforts allow clients to maintain their focus on continuing daily operations while relying on us to oversee the management of debris removal operations in compliance with programmatic guidelines and procedures. Additionally, we have supported clients across the state and have successfully helping our clients navigate the Florida Department of Emergency Management reimbursement and closeout process. Our understanding of requirements for eligibility, documentation, and reimbursement has helped our clients obtain **over \$12 billion in reimbursed costs**.

### REGION IV

The nuances presented in each Region's administration of the FEMA PA program provide their own challenges. We know Region IV's approach to administering FEMA PA and have helped clients successfully navigate it for years.

Our team has direct experience with federal grant programs, including:

- FEMA PA Program (including Section 406 mitigation and Section 428 alternative procedures program)
- FEMA Hazard Mitigation Grant Program (HMGP, Section 404 mitigation)
- FEMA Hazard Mitigation Assistance (HMA)
- FEMA Individual Assistance (IA) Program
- FHWA-Emergency Relief (FHWA-ER) Program
- FHWA Transportation Investment Generating Economic Recovery Grant
- Natural Resources Conservation Service (NRCS) Emergency Watershed Protection
- U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant Program (CDBG)
- U.S. Treasury Coronavirus Aid, Relief, and Economic Security (CARES) Act and COVID-related funds



For this engagement, Tetra Tech anticipates that majority of reimbursement will be pursued through the FEMA PA Program. Our team holds comprehensive qualifications in working both for and with FEMA. Tetra Tech maintains six current contracts directly supporting FEMA, in addition to our routine work with FEMA as part of state and local projects seeking FEMA reimbursement.

Tetra Tech is able to maximize FEMA PA disaster debris reimbursement funding for the County based on the following:

- **Procedures Tailored to FEMA:** Our data management and document storage procedures are tailored to facilitate FEMA review and the generation of project worksheet versions throughout the entire project. We incorporate changes or updates to the FEMA PA Program and Policy Guide (PAPPG) into our procedures for field documentation and data management as they occur. Our software systems, RecoveryTrac™ and RecoveryTrac™ Grants Management were designed with FEMA programs in mind and were built to interface with FEMA Grants Portal/Grants Manager.
- **Comprehensive Understanding of FEMA Regulations:** Our management team and field staff fully understand FEMA rules and regulations for hand-loaded vehicles; stump, limb, and tree removal at unit rates; volumetric load calls at temporary disposal site locations; and right-of-way (ROW) debris removal eligibility. This allows us to monitor contracts to the smallest detail while concurrently managing and documenting the operation using proven methodologies that maximize FEMA reimbursement.
- **Direct Relationships with FEMA Regional Representatives:** Our team maintains strong relationships with many of the lead federal coordinating officers, debris specialists, PA coordinators and officers, and other staff. Regular interface and communication with FEMA at the headquarters, regional, and local levels allow our team to obtain quick responses on disaster-specific guidance and issues. Having been former State and Federal officials, our employees know how to successfully navigate FEMA PA and should issues arise, who to call upon to get quick remedies.
- **Team of Grant Experts to Assist with Funding and Audits:** Our grant management experts have assisted clients with applying for and retaining grant funds, even after closeout and audit processes. Our FEMA appeals and funding specialists have worked with FEMA closeout officers to obtain millions of previously deobligated dollars for communities. While the best course of action is to avoid audits or appeals, there are sometimes unavoidable disagreements with program administrators. We have a bench of accountants, attorneys and program experts to draw upon to try and come to a resolution outside of the audit or appeals process, or when all else fails, appeal or arbitrate certain unacceptable decisions.



Our team has worked closely with FEMA and FHWA staff in the determination of debris eligibility, data requirements, project worksheet/detailed damage inspection report development, auditing of documentation, and reimbursement requirements. This includes providing **step-by-step assistance to clients throughout the FEMA reimbursement process.**

*"As a **former State Recovery Director in Region IV**, I advise our team, and yours, on the best approach to documentation and presentation of costs in order to maximize your utilization of PA funding."*

--Allison McLeary, J.D.,  
Senior Management Team

### Overview of Federal Grant Funding Experience

Year	Client	Event	Program	Value (\$)	Preliminary Damage Request	Develop Request for Public Assistance	Applicant Briefing	Applicant Kickoff Meeting	Site Visits/Inspections	Project Scoping	Project Cost Estimation & Documentation	PW/Application Development	Alternate/Improved/Pilot Program Projects	Project Cost Reconciliation	Interim Inspections	Funding Disbursement	Grant Closeout	Audit/Appeals Support
2022	Iowa, State of	CV19	CCS	227,500,000														
2022	Lexington County, SC	DR 4241	CDBG-MIT	15,000,000														
2022	City of Philadelphia, PA	DR 4618	PA	30,000,000														
2021	Texas, State of	CV19	ERAP	1,308,000,000														
2021	Richland County SC	CV19	ERAP	12,500,000														
2021	Broward County, FL	CV19	ERAP	58,965,000														
2021	Charleston County, SC	CV19	ERAP	22,200,000														
2021	Pinellas County, FL	CV19	ERAP	21,400,000														
2021	St. Petersburg, FL	CV19	ERAP	8,000,000														
2021	Leon County, FL	CV19	ERAP	19,600,000														
2021	Mobile County, AL	CV19	ERAP	12,300,000														
2021	Winston-Salem/Forsyth City, NC	CV19	ERAP	11,500,000														
2021	Greenville County, SC	CV19	ERAP	15,800,000														
2021	Orlando, FL	CV19	ERAP	8,600,000														
2021	Lexington County, SC	DR-4241	CDBG-MIT	15,000,000														
2021	Monroe County, FL	DR-4337	CDBG-DR	15,000,000														
2021	Walton County, FL	CV19	COVID PA	131,470														
2021	Frisco, TX	DR 4586	FEMA PA	700,000														
2021	Frisco, TX	CV19	FEMA PA	500,000														
2021	Frisco, TX	CV19	CRF	3,700,000														
2021	Harris County, TX	DR 4586	PA	12,300,000														
2021	Philadelphia, PA	DR 4618	PA	30,000,000														
2021	Ft. Myers, FL	DR 4486	PA, CRF	2,748,000														
2020	Hamilton County, TN	DR-4514 CV19	FEMA PA	1,000,000														
2020	Commonwealth of Massachusetts	DR 4496	FEMA PA	200,000,000														
2020	Harris County, TX	DR 4855	FEMA PA	200,000,000														
2020	Houston, TX	DR 4855	FEMA PA	10,000,000														
2020	Miami, FL	DR-4337	Appeals	17,000,000														
2020	Houston, TX	CV19	CRF	404,000,000														
2020	Philadelphia, PA	CV19	CRF	276,400,000														
2020	Palm Beach County, FL	CV19	CRF	261,000,000														

Year	Client	Event	Program	Value (\$)	Preliminary Damage Request												
					Develop Request for Public Assistance	Applicant Briefing	Applicant Kickoff Meeting	Site Visits/Inspections	Project Scoping	Project Cost Estimation & Documentation	PW/Application Development	Alternate/Improved/Pilot Program Projects	Project Cost Reconciliation	Interim Inspections	Funding Disbursement	Grant Closeout	Audit/Appeals Support
2020	Brevard County, FL	CV19	CRF	105,000,000						■							
2020	U.S. Virgin Islands Housing	DR 4335-VI DR 4340-VI	CDBG-MIT	2,000,000,000					■	■							
2020	LA GOHSEP Vernon-Parish	DR 4559	PA	13,000,000						■	■						
2020	LA GOHSEP Lafayette Delta	DR 4570	PA	14,488,000													
2020	LA GOHSEP Abbeville Laura	DR 4559	PA	376,000						■	■						
2020	LA GOHSEP Lafayette Laura	DR 4559	PA	3,757,000													
2020	LA GOHSEP Abbeville Delta	DR 4570	PA	222,000						■	■						
2020	Houston, TX	DR 4586	PA	10,000,000	■	■	■	■	■	■	■	■	■	■	■	■	■
2020	Long Beach, CA	DR 4482	PA, CRF	150,753,000					■	■	■		■		■	■	
2020	Iowa Department of Human Services	DR 4482	CRF	7,800,000					■	■	■						
2020	LA GOHSEP SAL	DR 4570, DR 4559	PA	312,600,000	■	■	■	■	■		■						
2020	LA GOHSEP COVID19 TO 8.2	DR 4484	PA	87,048,000						■							
2020	CR-Mass COVID-19 WO3/05	DR 4496	PA	75,000,000		■	■		■	■	■		■				
2020	State of Connecticut	DR 4500	PA	450,000,000					■	■	■		■		■	■	
2020	Philadelphia, PA	DR 4506	PA, CRF, HMGP	375,000,000				■	■	■	■		■		■	■	
2020	Dunedin, FL	DR 4486	PA	38,000	■	■	■	■	■	■	■		■				
2020	Harris County, TX	DR 4485	PA, CRF	200,000,000 426,000,000	■	■	■	■	■	■	■		■				
2020	Houston, TX		CRF	404,000,000									■			■	
2020	Houston, TX	DR 4332	PA	575,000,000	■	■	■	■	■	■	■	■	■	■	■	■	■
2019	Harris County, TX	DR 4332	CDBG	1,200,000,000				■	■				■	■	■		
2019	Missouri, State of	DR 4451	PA	2,947,200						■			■		■	■	
2019	Missouri, State of	DR 4435	PA	5,664,229						■			■		■	■	
2019	Commonwealth of Puerto Rico	DR 4339	PA, HMGP	60,000,000,000	■	■	■	■	■	■	■	■	■				
2019	Barnwell County, SC	DR 4479	HMGP	4,800,000													
2018	State of Florida DEO	DR 4337	CDBG-DR	616,000,000	■	■	■	■	■	■	■	■	■	■	■	■	■
2018	Callaway, FL	DR 4399	PA	50,000,000	■	■	■	■	■	■	■	■	■				
2018	Lynn Haven, FL	DR 4399	PA	50,000,000	■	■	■	■	■	■	■	■	■				
2018	Dougherty County, GA	DR 4400	PA	10,000,000	■	■											



					Preliminary Damage Request	Develop Request for Public Assistance	Applicant Briefing	Applicant Kickoff Meeting	Site Visits/Inspections	Project Scoping	Project Cost Estimation & Documentation	PW/Application Development	Alternate/Improved/Pilot Program Projects	Project Cost Reconciliation	Interim Inspections	Funding Disbursement	Grant Closeout	Audit/Appeals Support
Year	Client	Event	Program	Value (\$)														
2018	Albany, GA	DR 4400	PA	10,000,000	■	■												
2018	Ventura County, CA	DR 4353	PA	100,000,000						■	■	■		■				
2018	Callaway, FL	DR 4399	PA	27,098,000	■	■	■	■	■	■	■	■	■	■		■	■	
2018	Lynn Haven, FL	DR 4399	PA	54,810,000	■	■	■	■	■	■	■	■	■	■		■	■	
2018	Albany, GA	DR 4400	PA	17,773,000	■	■	■	■	■	■	■	■				■	■	
2018	Anchorage, AK	DR 4413	PA	11,936,000					■	■	■	■	■	■		■	■	
2018	Lake County, CA	DR 5262	PA	21,531,000							■							
2018	Ventura County, CA	DR 4407	PA	76,755,681							■							
2018	Lake County, CA	DR 4399	PA	1,990,433,000							■							
2018	Walton County, TX		FMA	1,500,000							■							
2018	Houston, TX	DR 4485	PA	12,500,000	■	■	■	■	■	■	■	■		■			■	
2017	State of Louisiana OCD	DR 4277	CDBG-DR	1,600,000,000	■				■						■			
2017	Houston, TX	DR 4332	PA	2,400,000,000	■	■	■	■	■	■	■	■	■	■				
2017	South Daytona, FL	DR 4337	PA	6,000,000			■	■	■	■	■	■	■	■				
2017	Fort Bend County, TX	DR 4332	PA	50,000,000	■	■	■	■	■	■	■	■	■	■				
2017	Albany, GA	DR 4294	PA	14,000,000														
		DR 4297			■	■	■	■	■	■	■	■	■	■				
2017	Dougherty County, GA	DR 4297	PA	12,500,000	■	■	■	■	■	■	■	■	■	■				
2017	Port of Corpus Christi, TX	DR 4332	PA	10,000,000					■	■	■	■	■	■	■	■	■	
2017	Butte County, CA	DR 4407	PA	1,500,000,000							■							

## Disaster Recovery Program Management Services

Our team is a national leader in providing management and support documentation for all facets of the debris removal monitoring industry, including special disaster recovery program management services.

### Disaster Recovery and Special Program Management Capabilities

#### Disaster Recovery Program Management

Emergency road clearance	Final debris disposal at a landfill or other end use
Curbside debris collection	Conflict and damage resolution
Operation of citizen drop-off sites	Truck certification
Data management and invoice reconciliation	Right-of-entry administration
Oversight of debris management sites	

#### Special Programs Management

Animal carcass removal and disposal	Marine and waterway debris removal
Asbestos abatement	Private property demolition and debris removal
Beach remediation and restoration	Nuisance abatement ordinance administration
Construction and demolition debris removal	Saltwater killed tree removal
Creosote piling removal	Sediment dredging and removal
Drainage and canal debris removal	Subsurface storm drain debris removal
E-waste debris removal	Vessel and vehicle recovery
Hazardous waste debris removal	Wetland and parkland debris
Hazardous tree and stump removal	White goods and putrescent waste removal

### Private Property/Right-of-Entry Debris Removal

Our team has administered many of the largest private property debris removal (PPDR) programs in U.S. history. Tetra Tech assists communities with ensuring they have the legal authority via local and state ordinances to enter onto private property. We also assist with preparing submittal packages for FEMA to approve the program, promoting the Right-of-Entry (ROE) program with residents, and ensuring the program is properly documented. Included below is a representative sample of our PPDR projects.

**65 PRIVATE PROPERTY  
DEBRIS REMOVAL  
PROJECTS MANAGED**



#### SCOPE TASKS

Application Administration  
Data Management  
Debris Removal Monitoring  
Demolition Program Management  
Historical/Environmental Review  
Individual Property Debris Tracking  
Property Close Out  
Property Survey  
Public Advertisement  
Reduction/Disposal Monitoring  
Scheduling

**Surfside Condo Collapse (2021)** 1 client

**Wildfires (2021)** 15 clients

**Hurricane Laura (2020)** 1 client

**North Branch Wildfires (2020)** 9 clients

**Hurricane Michael (2018)** 2 clients

**Hurricane Florence (2018)** 1 client

**Hurricane Michael (2018)** 3 clients

**Camp Wildfire (2018)** 1 client

**Mendocino-Complex Fire (2018)** 1 client

**Carr Wildfire (2018)** 1 client

**Severe Storms/Tornadoes (2017)** 1 client

**Hurricane Harvey (2017)** 2 clients

**NorCal Wildfires (2017)** 4 clients

**Thomas Wildfire (2017)** 1 client

**Detwiler Wildfire (2017)** 1 client

**Helena Wildfire (2017)** 1 client

**Flooding & Severe Storms (2016)** 1 client

**Flooding (2016)** 1 client

**Erskine Wildfire (2016)** 1 client

**Clayton Wildfire (2016)** 1 client

**Butte Wildfire (2015)** 1 client

**Valley Wildfire (2015)** 1 client

**Flooding (2014)** 1 client

**Flooding (2013)** 1 client

**Hurricane Sandy (2012)** 1 client

**Hurricane Isaac (2012)** 1 client

**Wildfires (2011)** 1 client

**Ice Storm (2009)** 1 client

**Flooding (2008)** 2 clients

**Hurricane Ike (2008)** 2 clients

**Hurricane Gustav (2008)** 1 client

**Hurricane Katrina (2005)** 2 clients

**Hurricane Wilma (2005)** 1 client

## Coastal Restoration

Critical to the recovery of any coastal community following a disaster is the remediation of its beaches. Tetra Tech scientists and engineers work in partnership to provide a balanced approach to coastal engineering projects. The living shoreline design approach helps our clients reduce erosion and restore habitat while creating more resilient coastlines ready to adapt to sea level rise and storm risks. We work in a variety of geographic areas across the eastern and western coastlines of the US and throughout the Caribbean.

**Following Hurricane Katrina and the Deep Water Horizon oil spill, millions of federal grant dollars were made available to the Louisiana and Mississippi Gulf Coast for post-event restoration projects.** Tetra Tech understands how important those funds are to an economy that is recovering from disasters. Tetra Tech is prepared to assist in evaluating damages, working with FEMA and Department of Environmental Protection (DEP) to determine eligibility, and overseeing recovery efforts on the County's beaches. If tasked, Tetra Tech will employ proven displaced sand removal and beach remediation protocols to create a program in an effort to reopen the beaches as soon as possible and minimize the impact that a beach closure could have on the County's economy. Tetra Tech has assisted St. Johns County, FL; Escambia County (Pensacola Beach/Perdido Key), FL; and Harrison County, MS with coastal restoration services.

## Waterways Debris Removal

Our team has worked extensively with local, state, and federal agencies (including the United States Army Corps of Engineers [USACE] and the National Oceanic and Atmospheric Administration) to determine legal responsibility and to evaluate and implement marine debris removal programs. We will help the County legal staff rapidly determine legal responsibility for waterway debris removal, verify scope eligibility, and document the work in a fashion deemed appropriate by reimbursement agencies. Our team has performed waterways debris removal and related services to communities across the country, including the following projects:

- **Waterway debris removal** efforts on behalf of the New Jersey Department of Environmental Protection (NJDEP) following Hurricane Sandy; FDEP following Hurricanes Matthew and Irma; and the City of Cape Coral, Lee County, Brevard County, Monroe County, and Collier County following Hurricane Irma
- **Inland waterway debris removal** assignments for the Galveston City Municipal Utility District #12, Jefferson County Drainage District #7, the Trinity Bay Conservation District, and the Harris County Flood Control District following Hurricane Ike
- **Removal of derelict vessels and traps from waterways** for Monroe County, Florida (the Florida Keys) following Hurricanes Katrina, Gustav, Ike, and Wilma

## Spotlight On: Water Capabilities

Tetra Tech is a recognized **leader in water and environmental management** with experience ranging from inlet and coastal projects to dredging and offshore work. We have specialized coastal resiliency personnel focused on flood reduction, nature-based design, and adaptive planning.

## Tetra Tech employs more than...

**100** Environmental  
Scientists/Biologists

**70** Water Resources/  
Civil Engineers



Vessel and Vehicle Recovery

Tetra Tech is able to assist the County in documenting the locations and quantities of vessel and vehicle debris in the County and presenting a case to FEMA to approve and fund the program. The County must first show that they have a legal responsibility to remove the debris and that the debris is not the responsibility of another state or federal agency such as the Florida DEP, USACE, or the NRCS. Vessel and vehicle debris on private land may present unique ingress/egress challenges and require ROE agreements for access.

Tetra Tech has monitored vessel recovery for several clients, including:

- NJDEP – Hurricane Sandy | 80 vessels
- Escambia County, FL and Monroe County, FL (Florida Keys) – Hurricane Wilma | 450 vessels
- Beaufort County, SC - Hurricane Matthew | 50+ vessels
- FDEP - Hurricanes Matthew, Michael, and Irma | 64 vessels
- Miami-Dade County - Surfside Condo Collapse | 100 vehicles

Leaning Trees, Hanging Limbs, and Stump Removal

Tetra Tech offers expertise in reimbursement for the removal of leaning trees, hanging limbs, and stumps. Our team has extensive experience helping communities avoid the de-obligation of funds or non-reimbursement for these activities due to ineligible work. In 2020, our team monitored the removal and disposal of nearly 200,000 hazardous trees and hangers following consecutive Hurricanes Laura, Sally, Delta, and Zeta.



FEATURED EVENTS	
CA Wildfires (2015 - 2022)	3,777 Limbs   246,140 Trees
Hurricane Sally (2020)	43,692 Limbs   5,888 Trees
Hurricane Laura (2020)	120,198 Limbs   13,160 Trees
Hurricane Zeta (2020)	34,245 Limbs   4,902 Trees
Hurricane Michael (2018)	27,562 Limbs   9,949 Trees
Hurricane Florence (2018)	14,609 Limbs   259 Trees
Hurricane Irma (2017)	316,108 Limbs   94,030 Stumps
Hurricane Matthew (2016)	183,214 Limbs   12,769 Trees
Winter Storm Alfred (2011)	84,135 Limbs   12,355 Trees
Hurricane Ike (2008)	364,860 Limbs   29,489 Trees
Midwest Winter Storm (2007)	99,382 Limbs   2,682 Trees

## Data Management

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Tetra Tech minimizes client costs and maintains consistent visibility of debris project operations by implementing our streamlined processes and utilizing our *RecoveryTrac™* ADMS. *RecoveryTrac™* ADMS is a scalable and fully featured disaster management application designed specifically to address the operational challenges faced during a disaster recovery project. Managing the enormous volume of documentation generated during a debris monitoring operation was paramount to the design of our ADMS. **This state-of-the-art technology has already shown to increase the efficiency and improve the management of debris removal efforts for hundreds of clients.**

## Experience Defending Client's Interests During an Audit

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A representative example of past clients we have supported during dispute resolution includes, but is not limited to:

- Our team is currently retained by the Louisiana Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) to assist on hundreds of appeals related to 11 disasters dating back to Hurricane Katrina in 2005.
- Our team is currently working with FEMA's new VAYGo process for clients in Texas such as Fort Bend County and the City of Houston along with the Commonwealth of Puerto Rico.
- During our work with the State of Vermont, Tetra Tech worked on five (5) appeals for PWs related to Tropical Storm Irene. As a result, four appeals were overturned, and one appeal upheld.
- During our work with the Port of Galveston, our team has been involved in appeals related to storm-induced erosion and 705(c) claims. At this time, we have been successful on the appeals, with many remaining to be decided by FEMA region during first appeal.
- Our team supported the successful appeal of over \$400,000 of previously deobligated funds in response to the 2004 Hurricanes Charley, Frances, and Jeanne for Lake County, Florida. These funds were associated with debris collected on private roads and gated communities. Our team did a comprehensive GIS analysis of the debris collected in question and was able to appeal the decision and obtain reimbursement from FEMA.

## Proposed Team

Tetra Tech has assembled a team of debris removal monitoring experts with direct experience responding to recent disasters. **Our dedicated project management team is deeply familiar with the policies, procedures, and requirements associated with delivering successful disaster debris monitoring services.**

Our staff members have **managed the removal of and reimbursement for over 172 million cubic yards (CYs) of debris as well as the demolition of over 22,000 uninhabitable residential and commercial structures.** Our team has monitored and obtained FEMA, FHWA, and NRCS reimbursement on over 30 debris removal projects in excess of 1 million CYs of debris and understands the significant resource commitment and effort that is necessary to manage and monitor large-scale debris removal operations for local governments.

Our record of success includes serving over 300 state and local government clients in response to over 90 presidential disaster declarations over the last decade. Our team has obtained **over \$12 billion in reimbursement funds** for our clients from federal agencies.

Tetra Tech is committed to providing the County an experienced project manager and consistent project management team that will expedite recovery efforts by establishing a coordinated and organized approach to debris removal. Our dedicated team is available to the County 365 days per year.

Tetra Tech has assembled a project team with the qualifications and expertise necessary to support the County following a disaster. The individuals selected for this project not only have national expertise from having worked on every major disaster in the past decade, but also have **hands-on experience working on prior (or current) Florida-based projects.** As a result, our staff has an in-depth understanding of how disaster response and recovery works in Florida.

## Senior Management and Advisory Team

Our senior management and advisory team will provide expert oversight and assistance at critical junctures. All Florida residents, this team is prepared to provide both tactical and strategic guidance for the duration of any disaster recovery operation. These individuals bring decades of disaster debris monitoring and reimbursement expertise. **Resumes for project management and advisory staff have been provided at the end of this section.**



**Mr. Chuck McLendon** has been providing consulting engineering services to federal, state, and local governments across the U.S. for more than 30 years. His background in solid and hazardous waste management has led him to become one of the leading experts in the country on the implementation of large-scale post-disaster debris removal programs. He leads large teams to support major infrastructure and emergency response efforts, including most recently to Miami Dade County’s response to the Surfside condo collapse. Mr. McLendon has served as principal in charge for upwards of 30 major disaster activations, including projects totaling more than 150 million CYs of debris and approximately \$2.5 billion in FEMA PA reimbursement. He lends this expert-level insight to help overcome any obstacles the County may encounter in recovery.



**Mr. Ralph Natale** is the director of post-disaster programs for Tetra Tech. He leads the practice by developing programs, providing daily project support, and providing oversight and guidance to his team of project managers and projects. Mr. Natale is an expert in FEMA-PA Grant Program reimbursement policies and has administered nearly 70 projects in his 15-year career. Mr. Natale has served as a principal in charge, project manager, data manager, and operations manager in response to some of the country’s largest debris-generating disasters, including Hurricanes Matthew, Katrina, Ike, and Sandy. Mr. Natale has led operations focused on managing and documenting the removal of over 66 million CYs of debris and over 1.7 million hazardous trees, the program management of over 35,000 demolitions, and over \$4.5 billion of reimbursed invoices.



**Ms. Allison McLeary, Esq.**, Senior Policy Advisor, will apply her program administration and policy expertise to facilitate procedural and data compliance with FEMA requirements. Ms. McLeary is an Attorney and experienced emergency response and recovery executive with a demonstrated history of building meaningful relationships across all levels of government. As the former Recovery Bureau Chief of the Florida Division of Emergency Management and Recovery Legal Counsel for GOHSEP, she offers direct, senior-level experience administering grant programming in coordination with federal agencies.

## Project Field Operations Team

Tetra Tech has identified a team of field staff to support the County. We have selected team members who have previous experience in similar operations. Brief summaries of each team member’s experience are provided below. **Resumes for project field operations staff have been provided at the end of this section.**

Proposed Staff	Summary of Qualifications	Key Areas of Expertise
Frank Guthman Project Manager	Mr. Guthman is a Civil Engineer and regional project manager for Tetra Tech. He has supported a wide range of disaster recovery, land development, and improvement projects for public and private clients. He has managed large program and debris monitoring projects, ensuring FEMA compliance of the PA and policy guidelines. As such, he has developed an extensive understanding of federal, state, and local regulations, protocols, processes, and guidance with	<ul style="list-style-type: none"><li>• Project Management</li><li>• FEMA PA</li><li>• Civil Engineering</li><li>• Disaster Recovery</li></ul>



	respect to homeland security response, and recovery. Mr. Guthman served as project manager for the City of Lake Charles, LA following Hurricanes Laura and Delta, which accounted for the removal of more than 4 million CYs of debris. Additional tasks have included providing construction phase services, Resident Engineering duties, grading, drainage, utility design and site layout. <b>Most recently, Mr. Guthman served as a Project Manager in Orange County, Florida following Hurricane Ian in 2022.</b>	<ul style="list-style-type: none"> <li>• Debris Monitoring</li> <li>• Compliance</li> <li>• Disposal Operations</li> <li>• Field Operations</li> <li>• Quality Assurance</li> </ul>
Fanta Thitsaphaophandouang <b>Operations Manager</b>	Mr. Thitsaphaophandouang (Fanta) is an experienced field and operations manager supporting numerous projects for Tetra Tech. Fanta has been a key member of some of Tetra Tech's largest Fire Response Missions in recent history. In addition to his extensive fire work, Fanta has also worked for Tetra Tech as a public liaison and site inspector during our Rebuild Florida engagement, a staff recruiter and operations manager. <b>Most recently, Mr. Fanta served as a Operations Manager in Charlotte County following Hurricane Ian in 2022.</b>	<ul style="list-style-type: none"> <li>• Disaster Debris Management</li> <li>• Right-of-Entry</li> <li>• Hazard Tree Eligibility</li> <li>• Monitor Training</li> </ul>
Darius Whitehead <b>Debris Monitor Supervisor</b>	Mr. Whitehead is an experienced field supervisor who has supported multiple Hurricane and Fire projects, <b>including serving as an Operations Manager during Tetra Tech's response to Hurricane Irma in the City of Sunrise, FL.</b> With more than 5 years of experience, Mr. Whitehead oversees daily activities of field staff and contractors, while ensuring quality and productivity. He is responsible for coordinating with project management, training monitors, providing quality control, and submitting required documentation.	<ul style="list-style-type: none"> <li>• Supervision of Field Operations</li> <li>• Reporting and Documentation</li> <li>• Training</li> <li>• Tree Assessment &amp; Removal</li> </ul>
George Eason <b>Data Manager</b>	Mr. Eason is a data manager with expertise in geographic information systems, documentation management, quality assurance/quality control, database management, and reporting. He has an in-depth understanding of federal emergency management agency eligibility, documentation requirements, and Tetra Tech's proprietary automated debris management system technology. <b>He has served as a Data Manager in similar counties throughout Florida following Hurricanes Irma and Michael.</b>	<ul style="list-style-type: none"> <li>• Right-of-Way Debris Removal</li> <li>• Waterway Debris</li> <li>• QA/QC</li> <li>• Data Reporting</li> <li>• Truck Certification</li> <li>• Aerial Imaging</li> </ul>
Casey Ogden, GISP <b>GIS Analyst</b>	Mr. Casey Ogden has more than 20 years of experience in Geographic Information Systems (GIS), with experience with the ESRI suite of products. As the geospatial applications manager, Mr. Ogden manages a team of five GIS personnel and is responsible for developing GIS applications that are efficient, accurate, and cutting edge. <b>He has served as the GIS Applications Manager during Tetra Tech's response to communities affected by Hurricane Ian across multiple jurisdictions across the state of Florida.</b>	<ul style="list-style-type: none"> <li>• GIS Programming</li> <li>• ESRI Enterprise Geodatabase and Services</li> <li>• GNSS Survey Grade Data Collection</li> <li>• ArcGIS Pro / ArcMap Operation</li> </ul>
Macy Moore <b>Project Coordinator</b>	Ms. Moore is an accomplished Regional Project Coordinator with five years of experience in the disaster recovery industry. Since joining Tetra Tech in 2017, she has supported projects in California, as well as multiple states along the Gulf and East coasts following hurricanes, tornadoes, and wildfires. Ms. Moore is responsible for onboarding, training, and assisting with the oversight of PC teams to ensure that projects run smoothly and efficiently. <b>Following Hurricane Ian, Ms. Moore served as Tetra Tech's Regional Project Coordinator for multiple counties in Florida, including Collier, Charlotte, Lee, Seminole and Orange.</b>	<ul style="list-style-type: none"> <li>• Project Coordination</li> <li>• Project Setup</li> <li>• Staff Training</li> <li>• Organization</li> <li>• QA/QC</li> <li>• Scheduling and Dispatch</li> <li>• Adherence to State Labor Laws</li> </ul>
Geoff Reinhart, CPA <b>Billing/Invoice Analyst</b>	Mr. Geoff Reinhart is an experienced CPA with both public and private sector experience. As a billing and invoice analyst at Tetra Tech, Mr. Reinhart is responsible for reconciling contractor invoices and performing quality control on data to ensure that all FEMA guidelines for debris removal monitoring are successfully fulfilled.	<ul style="list-style-type: none"> <li>• Accounting</li> <li>• Fixed Assets</li> <li>• Oracle</li> <li>• Peoplesoft</li> </ul>

Within our field operations team, field supervisors are responsible for the following activities that are necessary for debris monitoring that include but are not limited to data management and reporting, invoice reconciliation, timekeeping. Debris monitors are responsible for all Fixed Site and Field Debris Removal Monitor responsibilities.

## Professional Certifications, Training, and Licensing

Tetra Tech remains abreast of the latest guidance, issues being debated, and current best practices through participation in expert groups, attendance in training and conference sessions, and working with national experts in disaster recovery operations, emergency management, national security, information technology, public health, transportation, and critical infrastructure protection. **Our proposed team possesses key certifications that help them provide quality technical services and have attended numerous training courses related to debris operations and emergency management.**

Some of these include:

- Occupational Safety and Health Administration (OSHA) Disaster Site Worker Course
- OSHA 10-Hour Construction Safety Certification
- OSHA 40-Hour HAZWOPER Certification
- G-202: Debris Management
- IS 100: Introduction to Incident Command System
- IS-120: Introduction to Exercises
- IS 191: ICS/EOC Interface
- IS-200: Basic Incident Command
- IS 242: Effective Communication
- IS-288: Local Volunteer and Donations Management
- IS-230: Fundamentals of Emergency Management
- IS-547: Introduction to Continuity of Operations (COOP)
- IS-631: Public Assistance Operations I
- IS-632: Introduction to Debris Operations
- IS-634: Introduction to FEMA’s Public Assistance Program
- IS-700: National Incident Management System
- IS-800: National Response Program
- ICS 300: Intermediate ICS for Expanding Incidents
- Intermediate Workzone Traffic Control (FDOT)

Additionally, all collection and disposal monitors and field supervisors must attend a debris monitoring training session prior to working. In addition, our environmental health and safety training program helps our business operate in a manner that protects the health and safety of our employees, customers, business partners, community neighbors, and the environment. Our field teams attend daily safety sessions with field employees to discuss potential hazards and review safe work practices.

## Scalability and Additional Resources

Our scalable disaster recovery operations are staffed by a deep bench of experienced disaster recovery professionals that includes:

9	38	42	55	35
Project Principals	Project Managers	Operations Managers	Field Supervisors	Project Coordinators

This core team provides management and oversight to our disaster response and recovery operations. They are seasoned experts in their field, with experience managing disaster recovery projects in response to hurricanes, floods, tornadoes, fires, ice storms, and straight-line wind events in 20 states and simultaneous activations in nine states.

While the Tetra Tech senior management team has worked together for more than 15 years, the firm also frequently welcomes new talent to meet client needs. Positions will be filled using Tetra Tech’s vast network of disaster recovery professionals, including full-time employees and local hires.

## Incident Command Structure

Tetra Tech’s emergency management professionals, many of whom are certified ICS instructors, provide guidance to our disaster recovery staff on how to effectively organize and respond to disasters. Our debris project managers have spent many hours in emergency operations centers across the country and understand how ICS works at the local and state level. Our debris project managers know how to apply IC-100, 200, 700, and 800 training in the field.

We understand the value ICS has in organizing for disasters, so we strive to implement these principles into our business processes. Per ICS, during disaster response operations, our structure includes an incident commander and section chiefs for operations, logistics, action planning, and finance and administration. We establish twice daily calls using Microsoft Teams with the incident command team and section chiefs to establish our incident action plan, identify resources needs, and plan

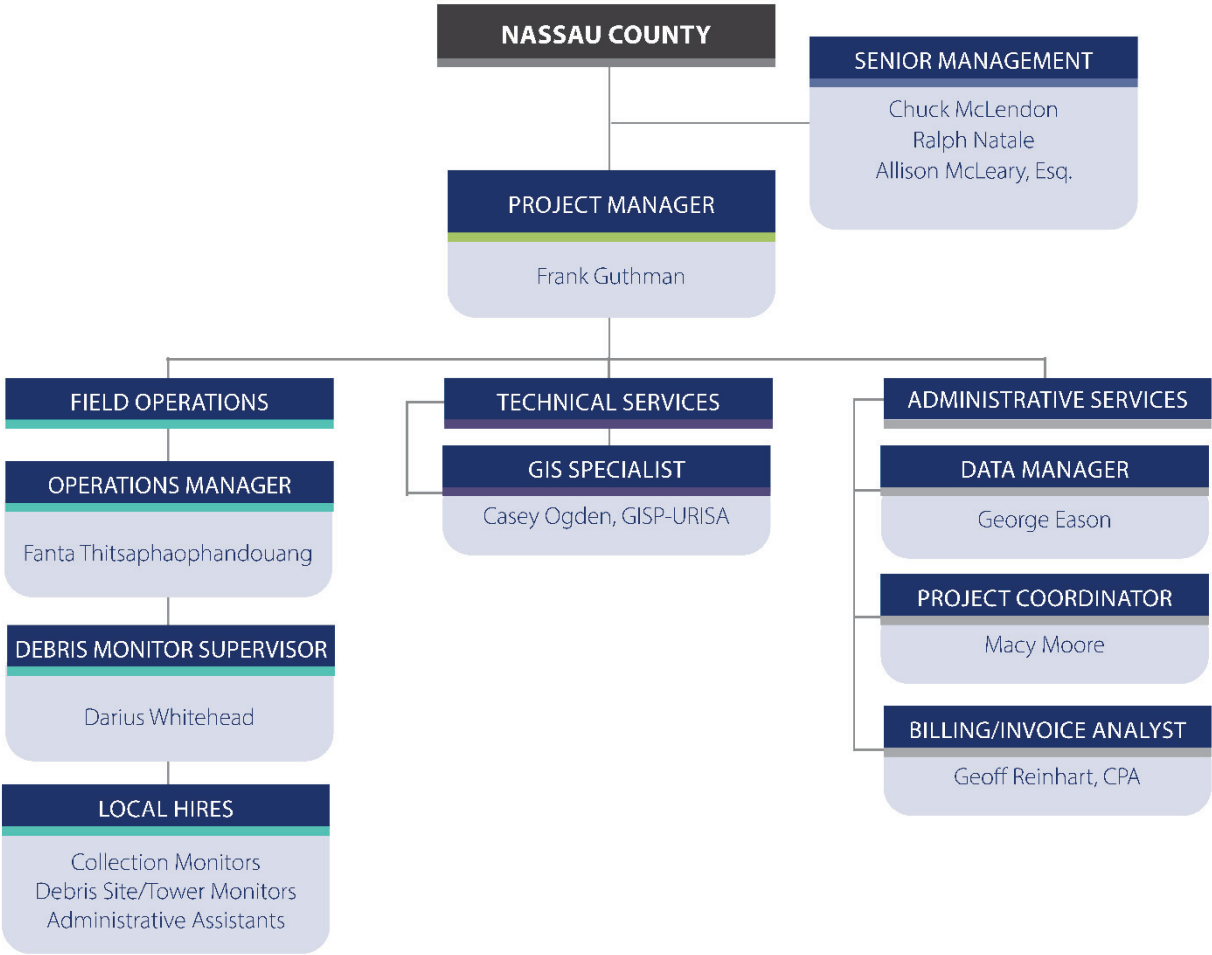
for any deficiencies. We have a dedicated health and safety officer who oversees the operation and coordinates with health and safety personnel at each project location.

Staffing Numbers

Tetra Tech will comply with the County’s staffing requirements and coordinate with the County and the debris removal contractor’s project manager to estimate the number of field monitors that will be required for the following day. To be responsive and mitigate overstaffing, Tetra Tech requests that the debris removal contractor release the next day’s schedule by 5 p.m. so that our project manager can dispatch the appropriate number of field monitors.

Organizational Chart

The proposed organization structure is based on industry best practices and an understanding of geography and the distinct management responsibilities of each position. Our proposed organizational structure ensures orderly communication, distribution of information, effective coordination of activities, and accountability. Tetra Tech’s project team can scale as needed, coordinate response, establish common processes for planning and managing resources, and adapt organizational structure to match the needs and complexities of projects. **Résumés have been included at the end of this section.**



Staff Resumes

Tetra Tech has provided resumes for the proposed staff on the following pages.





# Chuck McLendon

## Senior Management Team



**32+** YEARS OF  
EXPERIENCE

**125M** CYS OF DEBRIS

**\$3B** FEMA PA  
REIMBURSEMENT

### Areas of Expertise

Solid and Haz. Waste Management  
Disaster Debris Monitoring  
Solid Waste Routing and Efficiency  
Private Property Debris Removal  
Emergency Management  
Damage Assessment  
Utility Engineering/Consulting  
Cost of Service Evaluations  
Program Management  
Public Outreach/ Communications  
Procurement (2CFR)  
Environmental Permitting  
Grant Management

### Disasters

DR4673, Hurricane Ian  
DR4564FL, Hurricane Sally  
DR-4559LA, Hurricane Laura  
DR-4393NC, Hurricane Florence  
DR 4337FL, Hurricane Irma  
DR-4283FL, Hurricane Matthew  
DR-4241SC, Severe Flooding  
DR-4138FL, Severe Flooding  
DR-1971AL, Tornado Outbreak  
DR-4024VA, Hurricane Irene  
DR-1603LA, Hurricane Katrina  
BP Deepwater Horizon Oil Spill

### Education

Florida State University  
Bachelor of Science, Business  
Marketing, 1991

## EXPERIENCE SUMMARY

Mr. McLendon has been providing consulting engineering services to federal, state, and local governments across the U.S. for more than 30 years. His background in solid and hazardous waste management has led him to become one of the leading experts in the country on the implementation of large-scale post-disaster debris removal programs. He has routinely assembled large teams to support major infrastructure and emergency response efforts. Career highlights include:

- Experienced Executive Program Manager with over 32 years of experience working with federal, state, and local government agencies on the finance, design, permitting, procurement, construction, and operations of major infrastructure projects.
- Served as Principal in Charge for upwards of 30 major disaster activations including projects totaling more than 125 million cubic yards of debris and upwards of \$3 billion in FEMA PA reimbursement.
- Major experience in the legal substantiation and implementation of complex debris removal programs including PPDR, waterways, beaches, selective salvage, etc.
- In depth knowledge of the FEMA Public Assistance program including a strong understanding of Federal Register 2 CFR Part 200 ("the Super Circular")

## RELEVANT EXPERIENCE

### Hurricanes Ian and Nicole (2022)

#### Numerous Florida Jurisdictions

Following Hurricanes Ian and Nicole, Mr. McLendon served as regional program manager supporting over 15 Tetra Tech clients – including Orange County, Volusia County, Seminole County, and the Florida Park Service - in standing up and operating debris removal programs. Mr. McLendon served as a senior subject matter expert and assisted Tetra Tech's clients and project managers in maintaining FEMA-compliant programs and resolving various challenging issues.

### Surfside Condominium Collapse (2021)

#### Miami-Dade County, Florida

The collapse of the twelve story Champlain Towers South condominium was a high-profile, catastrophic event. Mr. McLendon served as Principal in Charge for Tetra Tech to Miami-Dade County following the collapse on June 24, 2021. Mr. McLendon was on the ground at the collapse site within hours of the building collapse and County activation in order to assess the resources needed to assist the County with emergency debris removal. Over the next several days, he assisted the County with contractor procurement efforts in addition to developing and executing a plan to monitor debris removal both from a FEMA reimbursement and evidentiary debris removal perspective.

### Hurricane Sally (2020)

#### City of Pensacola, FL and Okaloosa County, FL

The City of Pensacola and Okaloosa County, FL have been long-standing clients of Mr. McLendon. Following the impact of Hurricane Sally, Mr. McLendon provided senior advisory services to include explanations of the FEMA Category A program as well as

procurement assistance. Chuck has also provided senior level oversight to ensure that our response crews are meeting client expectations.

### **Hurricane Laura (2020)**

#### **Calcasieu Parish, LA**

Mr. McLendon mobilized immediately to the Lake Charles, LA area in the aftermath of Category 4 Hurricane Laura. He facilitated the initial kick-off meeting with the Parish and debris contractor and developed an immediate staffing and logistics plan for the Parish. He worked closely with our on-site project manager and senior staff from the debris contractor to ensure that emergency roadway clearance (push) crews were dispatched with their work times and locations tracked. Mr. McLendon worked throughout the project with Tetra Tech project management staff to ensure that all of the parish's needs met.

### **Hurricane Florence (2018)**

#### **Boiling Spring Lakes, NC and Briarcliff Acres, SC**

Following Hurricane Florence, Mr. McLendon provided disaster debris monitoring and FEMA grant management related services to the City of Boiling Spring Lakes, NC and the Town of Briarcliffe Acres, SC (through a contract with the Horry County Solid Waste Authority). Monitoring work including debris management site permitting, right of way collection, hazardous tree removal, and household hazardous waste collection.

### **Hurricane Irma (2017)**

#### **Numerous Central Florida Jurisdictions**

Following Hurricane Irma in September of 2017, Mr. McLendon provided senior oversight of debris monitoring operations across seven counties – including Seminole, Lake, and Volusia counties in Central Florida. Chuck was responsible for assembling project management and support teams to include policy and field operations expertise. In total, he oversaw a team of over 1,000 personnel that accounted for nearly 6 million cubic yards of debris removal. This work included implementation and tracking of Private Property Debris Removal (PPDR) programs within each of the seven counties managed.

### **Severe Flooding (2017)**

#### **South Carolina Emergency Management Division**

Mr. McLendon was retained by the SCEMD to serve as a Senior FEMA PA Policy Advisor in support of project worksheet formulation for the October 2015 flooding event that impacted much of central South Carolina. Mr. McLendon oversaw a team of Project Specialists in drafting and versioning project worksheets.

### **Hurricane Matthew (2016)**

#### **St. Johns and Flagler Counties, Florida**

Mr. McLendon served as Principal in Charge for the debris monitoring mission in St. Johns County and Flagler County, Florida following Hurricane Matthew. Chuck oversaw the removal of more than 1.1 million cubic yards of debris from public and private roads as well as debris removal efforts along nearly 27 miles of county-maintained beach. In addition to providing daily oversight of the debris removal mission, Mr. McLendon was regularly relied upon by County staff for policy guidance related to the County's overall recovery effort.

### **Severe Flooding (2015)**

#### **Clarendon County, South Carolina**

Mr. McLendon provided on-site technical assistance to Clarendon County following a catastrophic flooding event in 2015. Chuck assisted the County with coordination and communications with the South Carolina National Guard in the repair of County-maintained roadways. Mr. McLendon also assisted with various procurements associated with temporary and permanent repairs while helping the County to develop a system to track materials used for roadway stabilization/repair.

### **Severe Flooding (2014)**

#### **Escambia County, Florida**

Mr. McLendon served as the Recovery Program Manager for Escambia County, Florida following a 500-year flooding event that resulted in upwards of \$100 million in damages to Escambia County. Mr. McLendon assisted with the damage assessment documentation process, procured engineers and contractors for both temporary and permanent repairs, and helped the County Public Works Dept. with overall reimbursement efforts.

## **Hurricane Isaac (2012)**

### **Jefferson Parish, Louisiana**

Mr. McLendon served as Principal in Charge and Project Manager to Jefferson Parish following Hurricane Isaac in 2012. A very minor hit in comparison to Hurricane Katrina, the County still had very high expectations for a rapid debris removal program. Mr. McLendon organized a strong team that provided right of way debris removal as well as staffing at citizens convenience sites.

## **Northern Alabama Tornadoes Debris Monitoring (2011)**

### **U.S. Army Corps of Engineers**

Mr. McLendon served as Principal in Charge in supporting a QC team activated to support the debris management mission in Tuscaloosa, AL following the 2011 northern Alabama tornado outbreak. Mr. McLendon was essential in ensuring that the project was properly staffed with trained individuals to support the USACE mission.

## **Hurricane Irene (2010)**

### **Virginia Department of Transportation**

Mr. McLendon served as Principal in Charge for recovery efforts on behalf of the Hampton Roads District of the Virginia Department of Transportation following Hurricane Irene. Mr. McLendon provided senior advisory services and oversight of a team to provide FEMA PA / FHWA ER reimbursement services for the District.

## **Deepwater Horizon Oil Spill (2010)**

### **Escambia and Santa Rosa Counties, Florida**

Mr. McLendon provided comprehensive field environmental and reimbursement services to Escambia and Santa Rosa Counties, Florida (located in the Florida Panhandle) following the Deepwater Horizon Oil Spill. Mr. McLendon led efforts to procure containment boom contractors as well as the program management of daily containment boom operations. Mr. McLendon was also responsible for implementing a large-scale training program for County staff and volunteers on OSHA's Hazardous Waste Operations and Emergency Response Standard (HAZWOPER).

## **Hurricane Ike (2008)**

### **Galveston County and City of Galveston, TX**

Mr. McLendon oversaw the debris removal effort for Galveston County and the City of Galveston, Texas following Hurricane Ike in 2008. Upwards of 10 million cubic yards of debris was removed County-wide under Chuck's direction. Debris removal programs included right of way, private property debris removal (PPDR), commercial debris removal, dead animal carcasses, hazardous waste, and white goods.

## **Hurricane Ivan (2004)**

### **Escambia County, City of Pensacola, and FDOT District 3, Florida (2004)**

Hurricane Ivan devastated northwest Florida. Mr. McLendon served as Principal in Charge for recovery efforts to Escambia County, the City of Pensacola, and Florida DOT District 3. Mr. McLendon assisted the County in putting together the legal substantiation for the County to receive approval for a major private property debris removal program including both vegetative debris and sand removal from residential structures on the beach. Upwards of 8 million cubic yards of debris was removed from County and City right of ways, private property, and county beaches.

## **Hurricanes Charley, Frances, and Jeanne**

### **City of Orlando, FL (2004)**

Prior to Hurricane Charley impacting the City of Orlando, Mr. McLendon was assisting the City with its transition from manual garbage collection to automated collection. Given the urgency of the debris removal effort, Mr. McLendon was requested by the City to assume debris monitoring efforts after an initial period of force account debris monitoring. Within 48 hours of the request, Mr. McLendon assembled a team to provide truck certification, right of way monitoring, and debris management site monitoring. He also assisted the City in staffing multiple citizens convenience sites that were rapidly opened over concerns of flying debris from multiple subsequent hurricane events that same year.





**15+** YEARS OF  
EXPERIENCE

**250+** PROJECTS

**\$4.5B** REIMBURSED  
INVOICES

#### **Areas of Expertise**

Program Development  
Documentation Management  
Private Property Debris Removal  
Debris Removal Planning  
Debris Removal Monitoring  
Packet Management  
Geospatial Reporting

#### **Grant Experience**

FEMA-PA  
NRCS-EWP  
FHWA-ER  
CDBG-DR

#### **Disasters**

4240 VALLEY AND BUTTE FIRES  
4084 HURRICANE ISAAC  
1971 AL TORNADOES  
1791 HURRICANE IKE  
1763 IA FLOODING  
1609 HURRICANE WILMA  
1602 HURRICANE KATRINA  
& SEVERAL MORE

#### **Certifications**

OSHA 40-Hour Asbestos Training  
IS-632: Debris Operations  
HSEEP-Certified  
OSHA Asbestos Health and Safety  
IS-30: Mitigation Grants System  
IS-100, 200, and 700: ICS and NIMS  
IS-630: Intro to the PA Process

## **Ralph Natale**

Senior Management Team

### **EXPERIENCE SUMMARY**

Mr. Ralph Natale is the director of post-disaster programs for Tetra Tech, Inc. He leads the practices by developing programs, providing daily project support, and providing oversight and guidance to his team of project managers and projects. Mr. Natale is an expert in Federal Emergency Management Agency-Public Assistance (FEMA-PA) Grant Program reimbursement policies and has administered nearly 250 projects in his 15-year career.

Mr. Natale specializes in large scale responses and has served as a principal in charge or project manager in response to some of the country's largest debris-generating disasters, including 19 state level responses after major hurricanes, floods, and fire events. This includes managing and documenting the removal of over 66 million cubic yards (CYs) of debris, 1.7M hazardous trees, and the program management of debris collection and demolition of over 35,000 parcels on fire removal projects and over 200,000 environmental samples. These programs equate to over \$4.5B dollars of reimbursed invoices.

### **RELEVANT EXPERIENCE**

#### **Subject Matter Expert (Debris Documentation, Program Management, Grant Management)**

Mr. Natale has served as a program manager and grant consultant for state and local governments during his extensive career in disaster debris industry. This includes the largest debris projects since Katrina for federal, State and local government work. Mr. Natale also supports missions as a senior consultant serving as a member of the State of Connecticut Emergency Operations Debris Task Force, where he was activated during the recovery operations following Hurricane Irene and Winter Storm Alfred.

Mr. Natale has also served on the following projects:

- Hurricane Ian (2022-Current)
- State of California Dixie Fire Response (2021 - current)
- Hurricane Ida (2021 - current)
- Hurricane Laura (2021 - current)
- State of California Camp Fire Response (2018- 2020)
- Hurricane Michael local and USACE response (2018-2019)
- NorCal Wildfires | USACE (2017-2018)
- Hurricane Harvey (2017-2018)
- Hurricane Ike, Severe Droughts, Floods | City of Houston, Texas (June 2009-Present)
- Winter Storms | State of Connecticut, Interagency Debris Management Task Force (August 2010-Present)

#### **Principal in Charge/Senior Program Manager**

As director of post-disaster programs for Tetra Tech, Mr. Natale has focused on developing and improving program management processes. These processes ensure

the most efficient methods of managing debris removal programs to maximize federal reimbursement via the FEMA 325, and 327 guidelines. As a senior program manager, Mr. Natale ensures quality control and quality assurance of project managers' deliverables on all Tetra Tech projects. A representative list of projects he has worked on is included below.

#### **Hurricane Ian**

Following Hurricane Laura in September of 2022, Mr. Natale oversaw debris monitoring operations for many of Tetra Tech's Gulf Coast clients, including Collier County and associated cities with over 3,000 damaged homes and \$2 billion in damage. Documentation required simultaneous tracking of right-of-way (ROW), leaner/hanger/stumps (LHS), parks, and private road debris streams from multiple applicants, with the County alone generating over 1.3 billion cubic yards of storm debris.

#### **Hurricane Laura**

Following Hurricane Laura in August of 2020, Mr. Natale oversaw debris monitoring operations for over 11 communities and 1,000 personnel across Louisiana. This included the Calcasieu Parish/Lake Charles area, where at peak Tetra Tech had nearly 600 monitors working in conditions typical of a category 4 hurricane. Without power or infrastructure, the operational response plan was implemented, and our team had to mobilize and establish power and infrastructure for all the projects. This was completed successfully without any debris haulers having to wait on monitoring resources.

#### **Hurricane Michael**

Following Hurricane Michael in September of 2018, Mr. Natale oversaw debris monitoring operations for several communities in the Florida Panhandle and a USACE response in Georgia that covered 12 counties. The devastation was 250 miles wide for this category 5 storm, which included working in areas that had no power or electricity for well over a month. At peak, Tetra Tech had nearly 600 monitors working in the field. Documentation was created for almost 10 million cubic yards of debris. Work also included NRCS funding of nearly 25 miles of waterways through Bay County, FL.

#### **Camp Fire Response**

Mr. Natale serves as project manager and is responsible for oversight of debris and environmental work related to the hazardous material removal of over 12,000 parcels located in the County of Butte. This is possibly the largest debris operation in history with over 2 billion dollars in costs.

#### **Northern California (NORCAL) Wildfire Response (November 2017-Present)**

Mr. Natale serves as principal in charge for USACE ADMS services for all the work completed after the Northern California wildfires in 2015. This included debris and environmental services of over 8,000 homes and over 1 billion dollars in costs. Mr. Natale oversees the overall project management team and assists with staffing and logistics for this four-county response.

#### **Florida Department of Environmental Protection (2016-2018)**

Mr. Natale serves as principal in charge for FDEP waterways debris removal programs (wet debris). Unlike conventional debris removal programs that are well established every waterways program needs a level of customization. Mr. Natale has provided this oversight working with the State of Florida, FEMA, and the local counties that recovery was being conducted. Counties worked post Matthews and Irma include Nassau, St. Johns, Ventura, Brevard, Monroe, Collier, Lee.

#### **California | Valley and Butte Fire (October 2015–2016)**

Mr. Natale helped create and implement programs for several projects after the Valley and Butte fires of 2015, which burned over 150,000 acres of forests and destroyed over 2,000 homes, with recovery costs of over \$300 million. Each program developed was unique but necessary for the community as a whole to recover. Programs included geospatial live tracking of work completed and equipment deployed; mitigation of hazardous trees from rights of ways and private property that was fully funded by CalOES and FEMA; private property debris removal packet management and database support; and management of a unique mix of environmental scientists and debris specialists to provide documentation for remediation of asbestos and other contaminants left behind, including debris quantities. These clients included Lake County Public Works, CalRecycle (AJ Diani), CalRecycle (Sukut), and PG&E.

#### **State of New Jersey | Hurricane Sandy Disaster Recovery Operations (October 2012–January 2013)**

Mr. Natale supported debris monitoring efforts for seven separate municipalities and state agencies following Hurricane Sandy. These clients including but not limited to the City of Newark, City of Sayreville, Ocean Township, and the New Jersey Parks Department.

### **City of New Orleans; Jefferson Parish; and St. John the Baptist Parish, LA | Hurricane Isaac Debris Monitoring Operations (September–December 2012)**

Mr. Natale oversaw the debris monitoring efforts following Hurricane Isaac. During this effort, our team monitored the collection and disposal of over 670,000 CYs of debris. Mr. Natale coordinated with several local governments, including the City of New Orleans, Jefferson Parish, and St. John the Baptist Parish.

### **State of Connecticut | Winter Storm Alfred Statewide Debris Monitoring Operations (October 2011–April 2012)**

Mr. Natale oversaw efforts to coordinate with 12 individual local governments and 45 Connecticut Department of Transportation towns to collect more than 1.5 million CYs of vegetative debris and remove over 100,000 hazardous trees.

Mr. Natale has provided senior management on the following projects:

- City of New Orleans, Louisiana | Hurricane Katrina Residential Demolitions (April 2010–Present)
- Bastrop County, Texas | Wildfires (September 2011–August 2013)
- City of Cedar Rapids, Iowa | Severe Flooding (May 2010–June 2011)
- University of Iowa | 2008 Severe Flooding (March 2012–Present)
- City of Houston, Texas | Standing Dead Trees (May 2010–June 2011)
- Terrebonne Parish, Louisiana | Hurricane Ike (July 2010–February 2011)
- State of Connecticut Hurricane Irene (September 2011–November 2011)

## **Project Management**

On large debris projects, Mr. Natale will be temporally relieved of his director duties by senior management support and focus on the management of a single project. As a result, Mr. Natale has managed some of the largest debris-generating projects in the country with great success.

### **City of Houston, Texas | Hurricane Harvey (August 2017- Present)**

Hurricane Harvey caused an unprecedented Citywide flooding event with a total of 13 primary debris haulers responding. Mr. Natale helped create new systems and reports were developed to manage the debris haulers and support a live web feed on the Houston recovery webpage. To date the City and its debris haulers collected over 2.5 million cubic yards of flood debris. The project is expected to continue through the end of this year as residents continue to recover from this catastrophic event.

### **Town of Hilton Head Island, South Carolina | Hurricane Matthew (October 2016–June 2017)**

Mr. Natale provided project management and oversight for the popular tourist destination, Hilton Head Island, following extensive damage caused by Hurricane Matthew. Within hours of the disaster, Mr. Natale was on-site to assess the damage and meet with Town officials. Mr. Natale managed the mobilization of a local team of debris monitors and established our automated debris management system (ADMS) for the City to provide real-time updates on the debris removal operations. In total, our team monitored the removal of 2,187,080 cubic yards of debris.

### **New Jersey Department of Environmental Protection (NJDEP) | Hurricane Sandy Waterway Debris Removal Project (February 2013–January 2014)**

Mr. Natale developed and implemented many of the protocols and procedures to effectively manage the wet debris removal process. This has included the implementation of our proprietary automated debris management system (ADMS) technology, which has increased NJDEP's visibility to the day-to-day operations and provided real-time reporting of debris quantities. Due to Mr. Natale's excellent project management, NJDEP then tasked our team with monitoring the sediment removal process in the northern and southern region.

### **City of Houston, Texas | Hurricane Ike Disaster Debris Program Management (October 2008–July 2010)**

Our response to the City of Houston following Hurricane Ike included the collection of over 5.5 million CYs of debris in 256 zones throughout the City. This also included 300 parks and open spaces. Mr. Natale also was tasked with managing the firm's largest hazardous tree removal program, involving the removal of over 214,000 hazardous trees accompanied by 630,000 photographs to document eligibility. Mr. Natale worked closely with the City of Houston to reconcile and provide detailed information of over \$110 million in invoices and over \$3 million in FHWA funds. Mr. Natale also helped reconcile and submit over \$9 million in force account labor.





# Allison McLeary, Esq.

Senior Management Team



**18** YEARS OF  
EXPERIENCE

## Areas of Expertise

Disaster Response & Recovery  
Grant Administration  
Stafford Act Compliance  
Alternative Procedures

## Grant Experience

FEMA Public Assistance  
CARES Act  
USDA Agriculture Recovery Block  
Grants  
HUD CDBG  
ARPA

## Education

Auburn University, Bachelor of Arts,  
March 2000

Louisiana State University- Paul M.  
Hebert Law Center, Juris Doctorate,  
May 2004

Louisiana State University- Paul M.  
Hebert Law Center, Bachelor of Civil  
Law, May 2004

## EXPERIENCE SUMMARY

Ms. Allison McLeary is an experienced emergency response and recovery executive with a demonstrated history of building meaningful relationships across all levels of government. As former Recovery Bureau Chief of the Florida Division of Emergency Management, she offers more than 3 years of direct experience administering grant programming throughout the State of Florida. She also served as **Recovery Counsel for the Louisiana Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP)**. She is a steadfast advisor in planning for, responding to, and recovering from challenges and disasters.

## RELEVANT EXPERIENCE

### Director, Disaster Recovery Programs (March 2021 – Present) Tetra Tech, Inc.

Ms. McLeary serves as Director of Disaster Recovery Programs, providing policy guidance and program support. Ms. McLeary is an expert in FEMA policies, building and maintaining relationships with FEMA representatives. She analyzes policy and provides policy guidance to clients. She supports the Tetra Tech team to build programs that align with federal expectations and comply with client/federal requirements. She maximizes operational efficiencies by analyzing individual projects with a holistic lens, leveraging best practices from Tetra Tech debris management operations throughout the Nation. Additionally, Ms. McLeary coordinates relationships with funding agencies and local partners to streamline project operations.

### Recovery Bureau Chief (March 2020 – February 2021) Compliance and Appeals Officer (December 2018 – February 2020) Florida Division of Emergency Management

- Administered all FEMA Stafford Act programs for the State of Florida (\$9.8+ Billion over 26 federally declared events under management)
- Validated and Paid through FDEM an unprecedented \$4.1 Billion in Recovery funds in the period January 2019-February 2021, including \$2.7 Billion in PA and over \$300 Million in USDA Agriculture Recovery Block Grants
- Developed and implemented the State strategy for \$1.275 Billion in CARES-Coronavirus Relief Fund payments to 55 medium and small counties. (\$1.07 Billion validated and paid June 2020-February 2021)
- Served as Alternate Governor's Authorized Representative and Deputy State Coordinating Officer for all FEMA declared events in Florida
- Created a comprehensive FEMA PA Compliance program, including risk assessments, monitoring, and technical assistance and programmatic guidance tailored to address specific compliance risks

**Recovery Legal Counsel (January 2017 – November 2018)****Louisiana Governor's Office of Homeland Security and Emergency Preparedness**

- Served as Recovery counsel- advising on all matters of emergency management and whole community Recovery
  - Programs included FEMA/Stafford Act programs and HUD-Community Development Block Grants (CDBG-DR)
- Audit liaison to US Department of Homeland Security- Office of Inspector General and FEMA
- Developed and delivered a comprehensive outreach and education technical assistance strategy to grant subrecipients in Louisiana

**FirstNet Program Manager (February 2015 – January 2017)****Louisiana Division of Administration, Office of Technology Services**

- Oversaw a team effort to identify needs, perform gap analyses, and plan for the buildout of the State's portion of the Nationwide Broadband network, known as FirstNet.
- Identified the needs and expectations of the State's 62,000+ first responders and worked with the US Department of Commerce and the FirstNet Authority to include those inputs in the \$7 Billion RFP for the buildout and operation of the FirstNet network.

**State Police Legal Counsel (August 2003 – May 2013)****Louisiana Department of Public Safety and Corrections, Louisiana State Police, Office of Legal Affairs**

- Counsel to State Police on matters of policy, operations, public records law, personnel management, emergency management/crisis response, and investigations
- Served as legislative liaison and helped draft numerous bills and testified in committee on several measures including revisions to the electronic surveillance framework and the regulation of private security, and the role of volunteers in emergency response.
- Represented the Louisiana Oil Spill Coordinator's Office and was assigned Attorney Supervisor throughout the response to the Deepwater Horizon event
  - Led a multi-agency team of in house, state agency lawyers in the early days of the disaster
  - Coordinated efforts among state agency counsel to ensure that necessary inputs needed for the response, damage assessment and claims under the Oil Pollution Act of 1990, Clean Water Act and other applicable federal and state laws were supported.



# Frank Guthman

## Project Manager

**8** YEARS OF  
EXPERIENCE

**14** DISASTERS

### Areas of Expertise

Project Management

FEMA PA

Civil Engineering

Disaster Recovery

Debris Monitoring

Compliance

### Key Training/Certifications

Project Management I

OSHA 40-Hour HAZWOPER

OSHA 10-Hour Safety

FAA Licensed Drone/SUAS Remote

Pilot

Xactimate 28 Level 1 Certification

### Education

Roger Williams University, School of  
Engineering, Bachelor of Science, Civil  
Engineering, 2013

## EXPERIENCE SUMMARY

Mr. Guthman is a Civil Engineer and regional project manager for Tetra Tech. He has supported a wide range of disaster recovery, land development, and improvement projects for public and private clients. He has managed large program and debris monitoring projects, ensuring FEMA compliance of the PA and policy guidelines. As such, he has developed an extensive understanding of federal, state, and local regulations, protocols, processes, and guidance with respect to homeland security response, and recovery. Mr. Guthman served as project manager for the City of Lake Charles, LA following Hurricanes Laura and Delta, which accounted for the removal of more than 4 million CYs of debris. Additional tasks have included providing construction phase services, Resident Engineering duties, grading, drainage, utility design and site layout.

## RELEVANT EXPERIENCE

### Project Manager (October 2022 – Present)

#### Orange County, FL | Hurricane Ian

Mr. Guthman served as project manager for the Orange County, FL, following Hurricane Ian, which caused devastating damage to the County. Mr. Guthman assisted with project initiation, identification of local debris management sites, and the hiring and training of locally hired debris monitors.

### Debris Group Supervisor (November 2021 – Present)

#### CalRecycle | Norther Division Fires 2021

Mr. Guthman serves as debris group supervisor for CalRecycle Northern Division response cleanup efforts within Plumas and Tehama Counties. Mr. Guthman oversees and manages all incident-related operational activities involving hazardous tree and debris removal. He is responsible for working closely with property owners and DDHTR contractors to overcome site specific challenges and requests while ensuring satisfaction and compliance to regulations and guidelines.

### County Field Liaison (February 2021 – October 2021)

#### Clackamas County, OR | Oregon Wildfires and Straight-lin Winds 2020

Mr. Guthman supported cleanup efforts in Clackamas County after the community was impacted by the wildfires in September 2020. Mr. Guthman coordinated cleanup activities for both private property debris removal and hazardous tree removal along the County right-of-way. In addition to coordination, Mr. Guthman is the primary point of contact for property owners, ODOT, and contractors to answer questions that arise in the field. Mr. Guthman has also assisted in troubleshooting technical issues and providing input on work practices, health and safety, and environmental considerations.

### Debris Group Supervisor (November 2020 – January 2021)

#### CalRecycle | Northern Branch Complex Fires 2020

Mr. Guthman served as debris group supervisor for hazardous tree assessment and hazardous tree removal program where he oversaw a team of monitors and trained arborists monitoring the removal of hazardous trees in the right-of-way.



**Project Manager (August 2020 – November 2020)****City of Lake Charles, LA | Hurricanes Laura & Delta**

Mr. Guthman served as project manager for the City of Lake Charles, following subsequent hurricanes, Hurricane Laura and Hurricane Delta, which caused devastating damage to the City. Mr. Guthman assisted with project initiation, identification of 5 local debris management sites, and the hiring and training of over 250 locally hired debris monitors. To date, Tetra Tech has monitored the removal of over 4 million CYs of debris from the City.

**Operations Manager (April 2020 – June 2020)****City of Chattanooga, TN | Severe Storms and Tornadoes**

The City of Chattanooga, TN was impacted by one of the largest tornado outbreaks in the state's history. Having not experienced a debris generating event of this magnitude, the City immediately contracted with Tetra Tech to guide staff through a turn-key recovery effort. Mr. Guthman served as operations manager for the project where he assisted with hiring of local monitors, health and safety, and project oversight. In total, Tetra Tech monitored the removal of 322,000 CYs of vegetative debris and construction and demolition debris. The project also included monitoring debris removal from the City's parks.

**Operations Manager (March 2020 – May 2020)****City of Nashville, TN | Severe Storms and Tornadoes**

In the early morning of March 3, 2020, a powerful weather band produced 2 tornadoes that ripped through the City of Nashville, TN. Within hours of impact, Tetra Tech was mobilized to meet with City officials. As Operations Manager, Mr. Guthman assisted with implementation of Tetra Tech's ADMS, hiring and training of local field staff, identification of debris management sites, and project oversight. For this project, Tetra Tech worked quickly and efficiently to monitor the removal of over 300,000 CYs of debris in roughly 90 days.

**Operations Section Chief (February 2019 - February 2020)****Butte County, CA | Camp Fire**

Mr. Guthman serves as a Deputy Operations Section Chief overseeing the debris removal operations for the east portion of the City of Paradise. The project required the demolition and debris removal of nearly 13,000 structures.

**Regional Project Manager (September 2018 – January 2019)****North Carolina | Hurricane Florence**

Soon after Hurricane Florence devastated the Eastern shores of the Carolinas, Mr. Guthman served as the project manager assisting Craven County, Town of New Bern, Town of Trent Woods, and Town of River Bend during the ROW disaster debris removal monitoring operations.

**Project Manager (May 2018)****Town of New Fairfield, CT and Town of Brookfield, CT | Macrobust**

Shortly after the macroburst devastated central parts of Connecticut, Mr. Guthman served as the project manager assisting the Town of New Fairfield during the ROW disaster debris removal monitoring operation.

**Project Manager (September 2017 – May 2018)****Collier & Miami Dade Counties | FL Hurricane Irma**

Following Hurricane Irma's impact in South Florida, Mr. Guthman mobilized to Naples, FL where he served as project manager and assisted Collier & Miami Dade Counties with waterway disaster debris removal monitoring operations and Fire & Rescue, while following FEMA guidelines.

**Operations Manager (October 2016)****Hilton Head Island | South Carolina Hurricane Matthew**

Mr. Guthman served as operations manager where he was responsible for implementing Tetra Tech's work plan, staffing, dispatching field personnel, and overseeing adherence to safety protocols. He also oversaw truck certifications, field and disposal operations.



# Fanta Thitsaphaophandouang

Operations Manager

**6** YEARS OF  
EXPERIENCE

**10** DISASTERS

## Areas of Expertise

Disaster Debris Management

Right-of-Entry

Hazard Tree Eligibility

Monitor Training

Monitor Dispatch

Right-of-Way Debris Removal

Disposal Operations

Field Operations

Quality Assurance/Quality Control

Demolition Operations

## Key Training/Certifications

40-H HAZWOPER

Flood Cleanup Awareness Training

Lead Risk Assessor

## EXPERIENCE SUMMARY

Mr. Thitsaphaophandouang (Fanta) is an experienced field and operations manager supporting numerous projects for Tetra Tech. Fanta has been a key member of some of Tetra Tech's largest Fire Response Missions in recent history. In addition to his extensive fire work, Fanta has also worked for Tetra Tech as a public liaison and site inspector during our Rebuild Florida engagement, a staff recruiter and operations manager.

## RELEVANT EXPERIENCE

### Operations Manager

Mr. Thitsaphaophandouang worked closely with data managers and ADMS specialists to document and track operations and deliver expeditious and accurate reporting to key stakeholders. His duties included overseeing the day-to-day operations of debris monitoring, training and scheduling of monitors, tracking of debris, and project QC. Additionally, he monitors site safety and maintains safety awareness to ensure a safe working environment for all personnel.

- Pinellas County, FL – Hurricane Irma, 2017
- Charlotte County, FL – Hurricane Ian, 2022
- Miami Dade, FL – Surfside Building Collapse, 2023

### Area Leader

As an Area Leader for numerous fire response activations, Mr. Thitsaphaophandouang was responsible for supervising debris and tree operations, ensuring truck certifications, scheduling and training staff, and overseeing Quality Assurance and Quality Control of field documentation for multiple counties.

- CalRecycle – Northern Branch Complex Fire, 2020
- CalRecycle – Caldor Fire, 2021

### Division Supervisor

As a Division Supervisor, Mr. Thitsaphandouang's responsibilities included oversight scheduling and management of Task Force Leaders that were assigned to monitor and document debris removal efforts. Fanta was responsible for direct field oversight, upward reporting, Quality Assurance and Quality Control (QA/QC), health and safety, and field documentation.

- CalRecycle – Camp Fire, 2019

### Site Inspector

Mr. Thitsaphaophandouang completed home inspections to assist Damage Claims Adjusters with cost of repair estimations. Inspections included interior and exterior structural documentation and measurement as well as an environmental inspection of the surrounding property.

- ReBuild Florida – Hurricane Irma, 2019

**Task Force Leader – Disposal Site**

As a Task Force Leader at the disposal site, Mr. Thitsaphaophandouang was responsible for completing a record of contract haulers' cubic yardage and other necessary recordkeeping on the load ticket, documenting each load ticket before permitting trucks to proceed from the check-in area to the tipping area, performing DOT vehicle certification of qualified participants, and documenting truck hauling compartment condition using digital photographs. In addition, the job requires documentation of QC 214's, disposal tower logs, debris/tree ticket logs, and any additional documentation received from the jobsite.

- Sonoma County, CA – NORCAL Fire, 2017
- CalRecycle – Thomas Fire, 2018
- CalRecycle – Carr Fire, 2018



**TETRA TECH****5** YEARS OF  
EXPERIENCE**9** DISASTERS**Areas of Expertise**

Supervision of Field Operations

Reporting and Documentation

Training

Hazardous Tree Assessment &  
Removal Monitoring**Key Training/Certifications**

HAZWOPER

FEMA ICS 100 &amp; 200

**Education**Bachelor of Science in Political  
Science

# Darius Whitehead

Debris Monitor Supervisor

**EXPERIENCE SUMMARY**

Mr. Darius Whitehead is an experienced field supervisor who has supported multiple Hurricane and Fire projects. With more than 5 years of experience, Mr. Whitehead oversees daily activities of field staff and contractors, while ensuring quality and productivity. He is responsible for coordinating with project management, training monitors, providing quality control, and submitting required documentation.

**RELEVANT EXPERIENCE****Task Force Leader (January 2022-December 2022)****CalRecycle | Dixie Fire**

Mr. Whitehead was a Task Force Leader for CalRecycle's Dixie Fire response project, which included hazardous tree assessment and hazardous tree removal. He supervised a team of disposal monitors in the removal of both debris and hazardous trees across multiple counties.

**Field Supervisor (February 2019 – November 2019)****Camp Fire | Paradise | Concow, CA**

Mr. Whitehead oversaw daily duties of Camp Fire response project which included logistical responsibilities such as tracking and collecting inventory, supervising a 7-task division, training monitors, and ensuring productivity amongst homeowners, contractors and monitors.

**Task Force Leader (November 2018 – January 2019)****Carr Fire | Redding, CA**

Mr. Whitehead was a Task Force Leader for Carr Fire response project, which had a primary focus on hazardous tree assessment and hazardous tree removal. Mr. Whitehead verified eligibility, compliance, and collection and disposal operations oversight and coordinated directly with the project manager daily with progress reports.

**Task Force Leader (July 2018 – September 2018)****Thomas Fire | Ventura County**

Mr. Whitehead was a Task Force Leader for Thomas Fire response project, which included hazardous tree assessment and hazardous tree removal. He was responsible for the implementation of Tetra Tech's work plans, dispatching field personnel, staffing, safety, field logistics, and training.

**Disposal Monitor (June 2018 – July 2018)****Santa Rosa Fire**

Mr. Whitehead was responsible for monitoring and documenting the removal of hazardous debris and trees. Which included recording information for load tickets, monitoring contractor safety and reporting any damage resulting in the removal of debris.

**Field Supervisor (May 2018 – May 2018)****Mendocino County Fire**

Mr. Whitehead oversaw daily duties of Mendocino project which included logistical responsibilities, such as tracking and collecting inventory as well as administrative duties, such as managing, scheduling, and training monitors.

**Task Force Leader (December 2017 – March 2018)****Napa Fire**

Mr. Whitehead monitored and logged debris and tree removal collections to stay within OSHA Compliance. During this project, he was responsible for verifying eligibility of debris and ensuring that it was documented properly for FEMA reimbursement.

**Operations Manager (2017)****Hurricane Irma | City of Sunrise, FL**

Mr. Whitehead served as an operations manager for the City of Sunrise Hurricane Irma. He was responsible for staffing, training, field supervision, health and safety of field monitors. He oversaw collection and disposal monitoring operations and coordinated with the project management team to prevent and resolve potential field issues.



# George Eason

## Data Manager

**6** YEARS OF  
EXPERIENCE

**8** DISASTERS

### Areas of Expertise

Right-of-Way Debris Removal

Waterway Debris Removal

Data Management

QA/QC

Data Analysis

Project Reporting

Truck Certification

Aerial Imaging

### Grant Experience

FEMA PA Category A

### Key Training/Certifications

CompTIA A+, Network+ and  
Security+ Certifications

HAZWOPER

### Education

College of Charleston, BS in Biology &  
Political Science

## EXPERIENCE SUMMARY

Mr. Eason is a data manager with expertise in geographic information systems, documentation management, quality assurance/quality control (QA/QC), database management, and reporting. He has an in-depth understanding of federal emergency management agency (FEMA) eligibility, documentation requirements, and Tetra Tech's proprietary automated debris management system (ADMS) technology.

## RELEVANT EXPERIENCE

### Lead Data Manager (October 2021 –Present)

#### Calcasieu Parish, LA | Hurricane Laura Drainage Laterals

Mr. Eason was a Lead Data Manager for Calcasieu Parish following Hurricane Laura. His responsibilities include electronically tracking site documentation for drainage canals and training data personnel, which included the removal of debris from drainage canals.

### Lead Data Manager (February 2021 – July 2021)

#### Virginia | VDOT Winter Storm 2021

Mr. Eason was a Data Manager Lead for Tetra Tech for the VDOT Severe Winter Storm response project. His responsibilities included electronically tracking site documentation and training data personnel. Which included the removal of hazardous debris. Mr. Eason ensured quality assurance and quality control.

### Data Manager (August 2020 – February 2021)

#### Calcasieu Parish, LA | Hurricane Laura

Mr. Eason served Calcasieu Parish as the Data Manager for Tetra Tech in response to Hurricane Laura. His responsibilities included electronically tracking site documentation and training data personnel. Which included the removal of hazardous debris. Mr. Eason also conducted weekly aerial drone surveys, surveying debris disposal sites.

### Lead Data Manager (April 2020 – July 2020)

#### Hamilton County | Tennessee Severe Storms & Tornadoes

Mr. Eason was a Data Manager Lead for the severe storm & tornadoes response project. His responsibilities included electronically tracking site documentation and training data personnel. Which included the removal of hazardous debris. Mr. Eason ensured quality assurance and quality control.

### Operations Manager (March 2020 – April 2020)

#### Paradise, CA | Camp Fire

Mr. Eason fulfilled the assignments of operations manager while also balancing administrative responsibilities for the finalizing and closing out of the Camp Fire project. Mr. Eason's responsibilities included accounting, administrative tasks, and QA/QC Review of Camp Fire IPR Final Report of SSFs prior to FEMA submission.

### Data Manager (February 2019 – March 2020)

#### Bay County, FL | Hurricane Michael

Mr. Eason worked with Bay County to remove debris from ditches and ponds impacted by Hurricane Michael. He was responsible for the quality control of all ADMS documentation in the field including producing aerial images of work areas prior to and following debris removal activities.



**Field Supervisor (January 2019 – February 2019)****City of Dickinson, TX | Hurricane Harvey**

Mr. Eason served as a field supervisor for the City's waterways debris removal program. He was responsible for the quality control of all ADMS documentation in the field, along with storing the documentation in preparation for future audits. Mr. Eason also trained local monitors and provided field supervision of debris monitors.

**Quality Control Manager (December 2018 – January 2019)****City of Paradise, CA | Camp Fire**

Mr. Eason served as quality control manager for PG&E's initial response to the Camp Fire in the City of Paradise. Mr. Eason's responsibilities included verifying and tracking equipment and resources deployed to the City to remove vegetative debris away from existing powerlines.

**Data Manager (May 2018 – December 2018)****Collier County, FL | Hurricane Irma Waterway Disaster Debris Removal Program**

Mr. Eason served as a data manager for the County's waterways and drainage ditch removal program. He was responsible for the quality control of all ADMS documentation in the field, along with storing the documentation in preparation for future audits.

**Data Manager (September 2017 – April 2018)****Monroe County, FL | Hurricane Irma**

Mr. Eason served multiple clients in Monroe County, Florida, including the cities of Key West, Islamorada, and Marathon. The Florida Keys suffered severe damage after being directly hit by Hurricane Irma. Mr. Eason was responsible for the quality control of all automated debris management system (ADMS) documentation in the field, along with storing the documentation in preparation for future audits.

**Data Manager (September 2017 – October 2017)****Corpus Christi, TX | Hurricane Harvey**

Mr. Eason served as a data manager for the City of Corpus Christi, as a result of damages caused by Hurricane Harvey. Mr. Eason managed the QA/QC of data captured by the *RecoveryTrac™* automated debris monitoring system.

**Field Supervisor (October 2016 – March 2017)****Town of Hilton Head Island | Hurricane Matthew**

The popular tourist destination of Hilton Head Island was hard hit by Hurricane Matthew in 2016, causing severe damage to the city's roads and waterways. Following the completion of the town's debris removal program, Mr. Eason served as a field supervisor for the Town's waterway debris removal program, a special program ordered by the city.

**Field Supervisor (October 2016 – January 2017)****Beaufort County, South Carolina | Hurricane Matthew**

In the wake of Hurricane Matthew, Mr. Eason was onboarded as a field supervisor for Beaufort County. The region suffered some of the worst damage in the Carolinas as a result of the storm. Mr. Eason verified that all debris monitors retained their training, and managed quality control standards for FEMA reimbursement compliance. In total, our team monitored the removal of over 1.7 million cubic yards of debris, 62,000 hanging limbs and dangerous trees, and waterway debris and vessel removal program.



# Casey Ogden

## GIS Specialist

**20** YEARS OF  
EXPERIENCE

### Areas of Expertise

GIS Programming  
ESRI Enterprise Geodatabase and Services  
GNSS Survey Grade Data Collection  
ArcGIS Pro / ArcMap Operation and Support  
ArcGIS Server and AGOL Administration

### Training/Certification

GISP - URISA

### Education

Florida State University  
Master of Science, Geography,  
2004

Louisiana State University  
Bachelor of Science, Geography,  
1999

## EXPERIENCE SUMMARY

Mr. Casey Ogden has more than 20 years of experience in Geographic Information Systems (GIS), with experience with the ESRI suite of products. He holds a Master's degree from the Florida State University with a Certificate of Emergency Management, as well as, a Bachelor's Degree from Louisiana State University in the field of Geography. As the geospatial applications manager, Mr. Ogden manages a team of five GIS personnel and is responsible for developing GIS applications that are efficient, accurate, and cutting edge.

## RELEVANT EXPERIENCE

### GIS Applications Manager (September 2022 – Present) Hurricane Ian Response | Multiple Jurisdictions

Making landfall as a large category 4 storm, Hurricane Ian left devastating effects across the state of Florida. Mr. Ogden serves as a GIS Applications Manager and has authored web applications using ESRI's web app builder and dashboard platforms to depict live debris pick-up locations and incident reporting. Of these, custom dashboards were created per client specification to meet the public needs both internally and externally.

### GIS Applications Manager (July 2022 – Present) Ashbritt | USACE

Mr. Ogden has initiated a Smartsheet/web application integration for real-time property status updates. Additionally, he has introduced site assessment and tree tag mapping automation techniques.

### GIS Applications Manager (April 2022 – Present) CA, Office of Emergency Services

Mr. Ogden has produced a toolset for boundary maps that aid in wildfire management for the Office of Emergency Services in California. This includes functions that calculate tree hazard status, provide buffer analysis, and generate parcel boundary maps.

### GIS Applications Manager (April 2022 – August 2022) Harris County

Mr. Ogden is responsible for automating day/night noise level reporting to include measurements to nearest roadways, railroads, airports, and managing map book production for debris zone map books.

### GIS Developer (June 2021–May 2022) NASA (Genex Systems)

Mr. Ogden created an ArcGIS web app builder site that links data submitted for personnel to the reserved parking dataset by applying immediate calculation attribute rules developed using Arcade expressions in ArcGIS Pro. This application also incorporates validation attribute rules and smart editor rules to restrict editing capability and manage data content. This JSC Parking Application includes an editor, security viewer and viewer site, and replaces the existing parking management system.

**Assistant CTO and GIS Team Lead (Jan 2017–May 2017)**

Mr. Ogden automated Coastal Risk Rapid Assessment / Risk Footprint reports by utilizing ArcGIS Modelbuilder and Python scripts, turning a 3-hour process into a 1 minute runtime, and allowing the user the ability to enter an address and receive a comprehensive flood report for any address in the United States. Established various property specific tools that determine flood vulnerability by analyzing Parcels, Light Detection and Ranging (LIDAR), Tidal Gauges, Flood Zones (NFHL), and Storm Surge models (SLOSH). Product outputs include graphs, tables, and maps in a variety of formats, csv, excel, pdf, and images.

**GIS Manager (Nov 2015–Sept 2016)****NAVY, NRJ (Capstone Corporation)**

Mr. Ogden assisted Navy Region Japan's Emergency Management Division by maintaining the 'One Clear Picture' GIS web application. Duties included providing training to military personnel on techniques to broadcast Emergency Incidents to the region and establishing links/feeds from Disaster Monitoring Agencies.

**GIS Specialist (Oct 2014–Oct 2015)****NOAA, (Cyberdata Technologies)**

Mr. Ogden created and fully automated GIS tools that parse ASCII files to display Tropical Cyclone Rainfall and Hurricane Best Track operational products. The mapping product that he developed, and is now in production, is the Arrival of Tropical Storm Force Winds.

**GIS/Mobile Data Collection Manager (August 2012–June 2014)****Cablevision Systems**

As GIS lead, Mr. Ogden managed contracts related to LIDAR and high-resolution aerial imagery in South Florida, Los Angeles, and New York. With this technology, he performed Equivalent Power Flux Density (EPFD) analysis of potential service towers and directed site survey efforts to determine possible interference with alternative Direct Broadcast Satellite (DBS) providers. Additionally, he was responsible for identifying serviceable homes based on line of sight/diffraction analysis and parcel/tax roll databases, which were the drivers for site selection, sales territory development and the mapping application utilized by door-to-door sales team. He also developed process to automate publishing of ArcGIS Server web services to report Wi-Fi antenna performance changes, as well as co-developed Wi-Fi coverage prediction tool to measure dB loss from access point to potential customer residences.





# Macy Moore

## Project Coordinator

**5+** YEARS OF  
EXPERIENCE

**12** DISASTERS

### Areas of Expertise

Project Coordination

Project Setup

Staff Training

Organization

QA/QC

Scheduling and Dispatch

Adherence to State Labor Laws

### Key Training/Certifications

HAZWOPER 40

FEMA ICS-100

FEMA ICS-200

### Disasters

4673 Hurricane Ian

5400 Dixie Fire

4558 North Branch Complex

4563 Hurricane Sally

4559 Hurricane Laura

3530 Hurricane Hanna

4476 TN Severe Storms

4465 Hurricane Dorian

4407 Camp Fire

4393 Hurricane Florence

4385 CT Severe Storms

4337 Hurricane Irma

### Education

Hilton Head High, HS Diploma,  
2014

Charleston Southern University

## EXPERIENCE SUMMARY

Macy Moore is an accomplished Regional Project Coordinator with five years of experience in the disaster recovery industry. Since joining Tetra Tech in 2017, she has supported projects in California, as well as multiple states along the Gulf and East coasts following hurricanes, tornadoes, and wildfires. Ms. Moore is responsible for onboarding, training, and assisting with the oversight of PC teams to ensure that projects run smoothly and efficiently.

## RELEVANT EXPERIENCE

### Regional Project Coordinator (September 2022 –Present)

#### Florida | Hurricane Ian

Ms. Moore serves as the Regional Project Coordinator for multiple counties in southwest Florida including Collier, Charlotte, and Lee. As well as the central counties of Orange and Seminole. Ms. Moore's responsibilities include the hiring and oversight of local project coordinators, coordination between project management and field staff, HR and payroll liaison, and QA/QC of project documentation and time records.

### Regional Project Coordinator (October 2021 – September 2022)

#### California | Dixie-Caldor Fire

Ms. Moore served as the on-site lead for Tetra Tech's response to the Dixie-Caldor Fire. She was responsible for conducting interviews for potential administrative staff, followed by their onboarding and initial training. Ms. Moore provided day-to-day support for operations and was responsible for the organization and tracking of licenses used for Tetra Tech's Tetraforms system.

### Regional Project Coordinator (November 2020 – October 2021)

#### California | North Branch Complex Fire

Ms. Moore served as the on-site lead for Tetra Tech's response to the North Branch Complex Fires. She provided onsite training and support for administrative staff while processing timesheets for 150+ employees, ensuring that they were in compliance with state policies and labor laws.

### Regional Project Coordinator (September 2020 – November 2020)

#### Alabama, Florida, Louisiana | Hurricane Laura, Hurricane Sally

Ms. Moore served as a Regional Project Coordinator across various projects in Alabama, Florida, and Louisiana. She assisted with the training of local project coordinators, managing day to day office duties, and providing immediate on-site support.

### Project Coordinator (July 2020 - August 2020)

#### Edinburg, TX ( Remote Support) | Hurricane Hanna

Ms. Moore provided remote support for projects in Texas in response to Hurricane Hanna in 2020. This included the onboarding of field monitors, I9 processing, and payroll assistance.

### Project Coordinator (April 2020-May 2020)

#### Tennessee | Hamilton County and City of Chattanooga

Ms. Moore served as the project coordinator for the projects of Hamilton County and City of Chattanooga in Tennessee following a tornado in April of 2020. She was

responsible for onboarding and training field monitors, hiring local project coordinators, and monitoring Tetra Tech's time keeping system.

**Project Coordinator (September 2019-October 2019)****South Carolina (Remote Support) | Hurricane Dorian**

Ms. Moore provided remote support for projects in South Carolina in response to Hurricane Dorian in 2019. This included the onboarding of field monitors, I9 processing, training, and monitoring of Tetra Tech's field time keeping system.

**Project Coordinator (January 2019-September 2020)****California | Camp Fire**

Ms. Moore served as a Project Coordinator for Tetra Tech in response to the Camp Fire in Northern California. She was responsible for processing the time logs of all Tetra Tech and subcontractor employees, coordinating with payroll and HR, and ensuring adherence to State labor laws. During the final months of the project, Ms. Moore assisted with QA/QC of ROE (Right of Way) documentation and other final reporting tasks.

**Project Coordinator (September 2018- December 2018)****North Carolina | Hurricane Florence**

Ms. Moore served as a Project Coordinator where she assisted with initial project setup and onboarding of local field staff. She was responsible for managing office duties, payroll and HR correspondence, and field monitor training.

**Project Coordinator (June 2018–August 2018)****Connecticut | Severe Storms**

Ms. Moore served as the project coordinator for the Brookfield and New Fairfield projects in Connecticut following a macroburst tornado in June of 2018. She was responsible for processing payroll and Health and Safety documentation and served as a liaison between field and office staff. Ms. Moore also assisted with debris monitoring and disposal sites, and documentation of the haul out process.

**Project Coordinator (September 2017 – April 2018)****Florida | Hurricane Irma**

Ms. Moore assisted with day-to-day operations of Tetra Tech's response to Miami Dade County, Miami Dade County Parks, and the City of Miami. She was responsible for managing office duties, payroll and HR documentation, and assisted with training of field staff.



# Geoff Reinhart

## Billing/Invoice Analyst

**13** YEARS OF  
EXPERIENCE

### Areas of Expertise

Accounting  
Fixed Assets  
Oracle  
Peoplesoft

### Key Training/Certifications

Certified Public Accountant

### Education

Bachelor of Science in Accounting  
in Managerial Accounting, Florida  
State University, 2006

## EXPERIENCE SUMMARY

Mr. Geoff Reinhart is an experienced CPA with both public and private sector experience. As a billing and invoice analyst at Tetra Tech, Mr. Reinhart is responsible for reconciling contractor invoices and performing quality control on data to ensure that all FEMA guidelines for debris removal monitoring are successfully fulfilled.

## RELEVANT EXPERIENCE

### Billing and Invoice Analyst (April 2019 - Present)

#### Tetra Tech | Orlando, FL

Responsible for reconciling contractor invoices for debris removal and corresponding services. Ensured contractor invoice payment packages were submitted to the client in a timely manner.

- Performed QA/QC on data points required for payment recommendation
- Managed team of analysts to ensure QA/QC processes were performed accurately and efficiently
- Verified FEMA guidelines for debris removal were met

### Audit Senior (July 2018 to April 2019)

#### Forehand & Associates | PA - Orlando, FL

- Oversee multiple full-cycle financial statement audits and reviews from the planning stage through issuance.
- Financial Statement preparation for all assigned engagements, including Income Statement, Balance Sheet, Statement of Cash Flow, Disclosures & Supplementary Information required by the users of the Financial Statements.
- Design and perform analytical procedures/analysis to detect unusual financial statement relationships.
- Perform internal control analysis and substantive procedures. Identify and communicate accounting and auditing matters to managers and partners.
- Identify and communicate accounting and auditing matters to managers and partners.
- Propose adjusting journal entries and discuss audit findings with key management and / or owners.
- Document audit procedures and cross reference work papers.
- Key role in launching two firm-wide software implementation projects.

### Accounting Manager (January 2017 to July 2018)

#### Lowndes, Drosdick, Doster, Kantor & Reed, PA | Orlando, FL

- Lead and manage five of the Firm's ten Finance professionals, including selection/hiring, delegation of duties, performance management, development and training with indirect oversight of the remaining five members.
- Responsible for overseeing all aspects of the month-end and year-end close as well as maintenance of all accounting ledgers including monthly review of all account reconciliations and journal entries.
- Review all Operating account disbursements on a weekly basis prior to sending to the Admin. Committee for approval.



- Perform analytical procedures/analysis on the preliminary financial statements prior to close.
- Complete oversight and preparation of the annual budget.
- Prepare the monthly and quarterly Board of Directors reporting package.
- Prepare the weekly financial cash forecast.
- Ongoing assessment of current controls to ensure accuracy of financial reporting and develop controls as needed.
- Manage and lead special projects and prepare ad-hoc reports as needed.
- Oversight and management of the Firm's new Accounts Payable application as well as the implementation of the Trust Reserve feature and Direct Deposit program for employee Expense Reimbursements.

### **Assistant Controller (May 2016 to December 2016)**

#### **Transaction Data Systems | Orlando, FL**

- Oversee all aspects of month-end close for parent company and three subsidiaries.
- Prepare GAAP & Proforma Financial Statement Reporting Package, including: Income Statements, Balance Sheets, Statements of Cash Flow, Key performance Indicator Reports, Quality of Earnings Reports, and various Ad Hoc reports as needed.
- Review the work completed by the Parent Company's Accounting Manager & subsidiary's controller, including the monthly reconciliation package and all journal entries.
- Perform analytical procedures/analysis on the financial statements.
- Assist in the preparation of the annual budget using key assumptions and prior year knowledge.
- Prepare monthly and quarterly financial update presentations for the Board of Directors.
- Prepare weekly financial snapshots for the CEO & Controller.
- Manage the needs of the external auditors to ensure the process is as efficient and effective as possible.

### **Staff Auditor II (April 2014 to May 2016)**

#### **EY | Orlando, FL**

- Conduct comprehensive financial audits and agreed-upon procedures.
- Perform analytical procedures/analysis to detect unusual financial statement relationships.
- Perform internal control and substantive procedures. Identify and communicate accounting and auditing matters to seniors and managers.
- Propose adjusting journal entries and discuss audit findings with clients. Identify and communicate accounting and auditing matters to seniors and managers.
- Prepare PBC lists and confirmation requests.
- Document audit procedures and cross reference work papers.
- Create management representation letter comments and recommendations and draft audit reports for management review.

### **Lead Staff Accountant (December 2007 to March 2014)**

#### **Stanton & Gasdick, PA | Orlando, FL**

- Oversee firm-wide accounting including the daily activities of three staff accountants.
- Personally manage seven timeshare escrow accounts and oversee all postings.
- Responsible for month-end General Ledger review and adjustments as well as yearly 1099 preparations.
- Oversee Accounts Payable and Accounts Receivable as well as firm-wide billing.
- Ensure all trust accounts are in compliance with Florida's trust account guidelines.
- Simultaneously complete timeshare funding as well as firm-wide incoming and outgoing wires.

## Approach & Methodology

### Project Understanding

Located in the northeastern part of Florida, Nassau County offers a picturesque setting with stunning beaches like Amelia Island, lush forests, and serene rivers that provide ample opportunities for outdoor activities. Life in the county is characterized by a relaxed coastal lifestyle, with a slower pace and a tight-knit, friendly community fostering a sense of camaraderie. Nassau County consists primarily of suburban communities, including the largest city, Fernandina Beach, offering diverse housing options.

The County places a strong emphasis on education, with quality public and private schools, along with Florida State College at Jacksonville for higher education. Despite its size, Nassau County boasts a vibrant arts and culture scene, with galleries, theaters, museums, and cultural events throughout the year. Residents can enjoy abundant outdoor recreation in parks, nature preserves, and Fort Clinch State Park's historic fort and nature trails. Additionally, the proximity to Jacksonville, the largest city in Florida, offers residents easy access to a multitude of amenities, employment opportunities, and a bustling city life.

Due to its geography and location in Florida, the County faces the risk of hurricanes, thunderstorms with lightning, flooding, and severe storms. Nassau County has recently faced intense effects from powerful hurricanes including Hurricanes Ian and Irma. Due to the widespread need for disaster recovery services when similar hurricanes strike the state, the County is looking for a partner who is capable and able to be relied upon for debris monitoring services, no matter the size of the project.

***It is crucial that Nassau County and its residents are partnered with a firm who will be able to provide an immediate and dedicated response in the event another debris-generating incident occurs, no matter the size.***

### Our Understanding of the Services Required by Nassau County

Tetra Tech has carefully reviewed the scope of work requested in the request for proposal (RFP) and can assure the County that we have the experience, understanding, and knowledge to successfully perform all aspects of the scope of work including execution of the following tasks:

- Pre-Event Planning and Training (pg. 41)
- Emergency Push Documentation (Pg. 43)
- Debris Site Permitting (Pg. 48)
- ROW Debris Monitoring (Pg. 49)
- Reporting and Data Management (Pg. 58)
- Closeout and Appeals Support (Pg. 62)



**We are committed to providing a consistent and coordinated project team** to perform the scope of work upon activation. Our project team will dedicate themselves to the County's needs throughout the year, not just during times of activation.

Tetra Tech's capabilities and methodology to drive a successful project for the County include:

- **Past Experience and Relationship with the County:** Our unique understanding of the County's infrastructure and operational needs following a disaster, as demonstrated by our previous experience providing disaster debris monitoring services following Hurricane Ian.
- **Continuous Coordination and Communication with County Officials and Stakeholders:** A dedicated project management team will be appointed to coordinate with County's throughout the year, not just during times of activation.
- **Immediate Response Capabilities:** Tetra Tech has disaster recovery personnel and 22 offices throughout the state and utilizes an immediate response staffing and logistics plan that follows the Incident Command System (ICS) structure, allowing County to return to the business of running day-to-day operations.
- **Focus on Hiring Locally:** Tetra Tech focuses on hiring and training local residents, benefiting the local economy, and reducing mobilization and transportation costs.
- **Project Transparency and Real-time Reporting:** Our proprietary *RecoveryTrac*™ automated debris management system (ADMS) technology, provides detailed reporting systems and mapping capabilities that are available in real-time to the County and tailored to the County's data needs.
- **Maximum Reimbursement for the County:** Tetra Tech's stringent quality assurance program and adherence to reimbursement agency requirements for eligibility, documentation, and reimbursement that will help County receive and retain the maximum reimbursement allowed following a disaster

## Project Management Principles

**Tetra Tech's project management principles include five critical pillars:** transparency, resources, compliance, efficiency, and mitigation.

**Transparency:** Maintaining visibility of the project's contractual scope, prioritization, schedule, budget, and cost areas.

Real-time data sharing creates a common operating platform and allows the County, its debris removal contractors, and our team to access the same accurate information, which markedly improves their ability to execute efficiently.

**Resources:** Ensuring availability and proper distribution of staff and equipment.

We have never failed to respond to a client, regardless of the size of the project. Our resources include the largest pool of qualified environmental and disaster recovery professionals in the nation.

**Compliance:** Maximizing reimbursement funding as well as documenting and managing potential issues.

Tetra Tech's *RecoveryTrac*™ ADMS enables consistency, efficiency, and compliance in the documentation process. Tetra Tech field teams strictly adhere to funding agency requirements with up-to-the-minute awareness of changes in legislation, in-process quality controls, and guidance from our leadership team. As a result, the County benefits from maximum potential for reimbursement.

**We are committed to providing a consistent and coordinated project team** to perform the scope of work upon activation. Our project team will dedicate themselves to the County's needs throughout the year, not just during times of activation.

**Efficiency:** Keeping pace with scheduled goals and milestones throughout project work.

We maintain the industry's largest staff of disaster professionals to facilitate immediate mobilization. *RecoveryTrac*™ ADMS reports real-time data, and our QA/QC team checks documentation as work is being completed. The County will have real-time access to data and can geospatially visualize work activities, whether in our system or as an export to their own system. Throughout project execution, Tetra Tech project managers monitor and adhere to project timelines and milestones to ensure pace with the County's expectations.

**Mitigation:** Identifying risks, managing the project risk matrix, and documenting risks encountered.

Tetra Tech provides a unique understanding of the various critical functions of debris monitoring (project management, environmental, logistics, data, grant management, etc.). This experience allows our team members to proactively identify risks, appropriately develop and document mitigation measures, and continually improve.



## RecoveryTrac™ Automated Debris Management System



Our team has spent years on research and development to streamline the debris collection documentation process, with a focus on minimizing the cost to our clients while improving the visibility of debris project operations. *RecoveryTrac™* ADMS is the result of these efforts. *RecoveryTrac™* ADMS is a scalable and fully featured disaster management application designed to address the operational challenges faced during a disaster recovery project.

**Our proprietary *RecoveryTrac™* ADMS technology is validated by the U.S. Army Corps of Engineers (USACE).** The system provides real-time collection of data and offers multiple solutions to data management, reporting, invoice reconciliation, and project controls that cannot be achieved with a paper-based program.

**Tetra Tech has implemented *RecoveryTrac™* ADMS technology on our last 200 FEMA PA-eligible projects.** On these projects, our clients and FEMA found this state-of-the-art technology to increase efficiency and improve the management of debris removal efforts.

Tetra Tech's *RecoveryTrac™* ADMS system is regarded as the #1 debris tracking system in the industry for the following reasons:

- **Most Broadly Tested ADMS in the Industry** – *RecoveryTrac™* ADMS is a proven system that has been used to execute the largest USACE activations involving ADMS technology, including the State of California NORCAL Fire response and the State of Georgia Hurricane Michael statewide activations. During simultaneous response to Hurricanes Harvey and Irma in 2017, Tetra Tech deployed approximately 6,000 ADMS devices to collect and manage data for over 100 projects. **No other system has tracked and documented as much debris as *RecoveryTrac™*.**
- **Stable and Secure ADMS System** – *RecoveryTrac™* ADMS is the industry leader in secure data systems. The *RecoveryTrac™* system is securely hosted in the Microsoft Azure Government high-availability, cloud-based data center with restricted access and transaction-level auditing. The database is continually backed up and immediately replicated to an off-site location. The database is geospatially based and is maintained and synchronized with the reporting database in near real-time to maximize system performance, availability, and security.
- **Unmatched Flexibility to Meet the Needs of Any Client** – The system is designed to be fully customizable and allows for multiple data collection methods to streamline the debris collection documentation process with a focus on minimizing the cost to our clients and improving the visibility and transparency of debris project operations.
- **Unrestricted by Hardware** – Because *RecoveryTrac™* ADMS utilizes readily available hardware, there are no restrictions to the amount of ADMS units our team can provide. Our team stocks thousands of units and can expand to fit any client's needs, including multiple simultaneous activations.



## Benefits of *RecoveryTrac™* ADMS

**Ability to Respond.** Combined with the on-hand inventory of thousands of handheld devices and the ability to rapidly procure additional equipment through preferred vendor relationships, the County can rely on our mobilization strategy for zero-day activations in disasters covering large areas with little or no-notice. **The on-hand inventory can be on-site and ready to use within 24 hours of a notice to proceed,** and additional needs can be met quickly (in most cases, 72 hours or less).

**Simple and Intuitive.** A key foundation of our mobilization strategy is the ability to quickly hire and train local residents and begin debris removal operations. The mobile application is simple to understand and intuitive, allowing most users to begin using the device once the standard monitor training is completed.

**Cost Effective.** *RecoveryTrac™* ADMS combines the advantage of automation and the desire of our customers to control costs by utilizing widely available commercial equipment and increasing the simplicity of operations.

**Reliable and Stable.** Based on the Android operating system, *RecoveryTrac™* ADMS is secure and reliable. This minimizes the interruptions in field operations due to technical difficulties and reduces the number of support personnel required to maintain the system.

**Technical Support.** *RecoveryTrac™* ADMS is designed to be self-repairing when possible; most support needs are resolved by field supervisors who are able to reach field monitors within 15–30 minutes in most cases. In addition, we have dedicated technicians at disposal sites and provide a field service center to maintain and repair equipment.

**Truck Tracking.** Our system is capable of providing with real-time location data for debris hauler assets. This translates into the ability to manage assets to those hardest hit locations or distribute assets more evenly based on issues such as first-pass completion, traffic patterns, and hot spots.

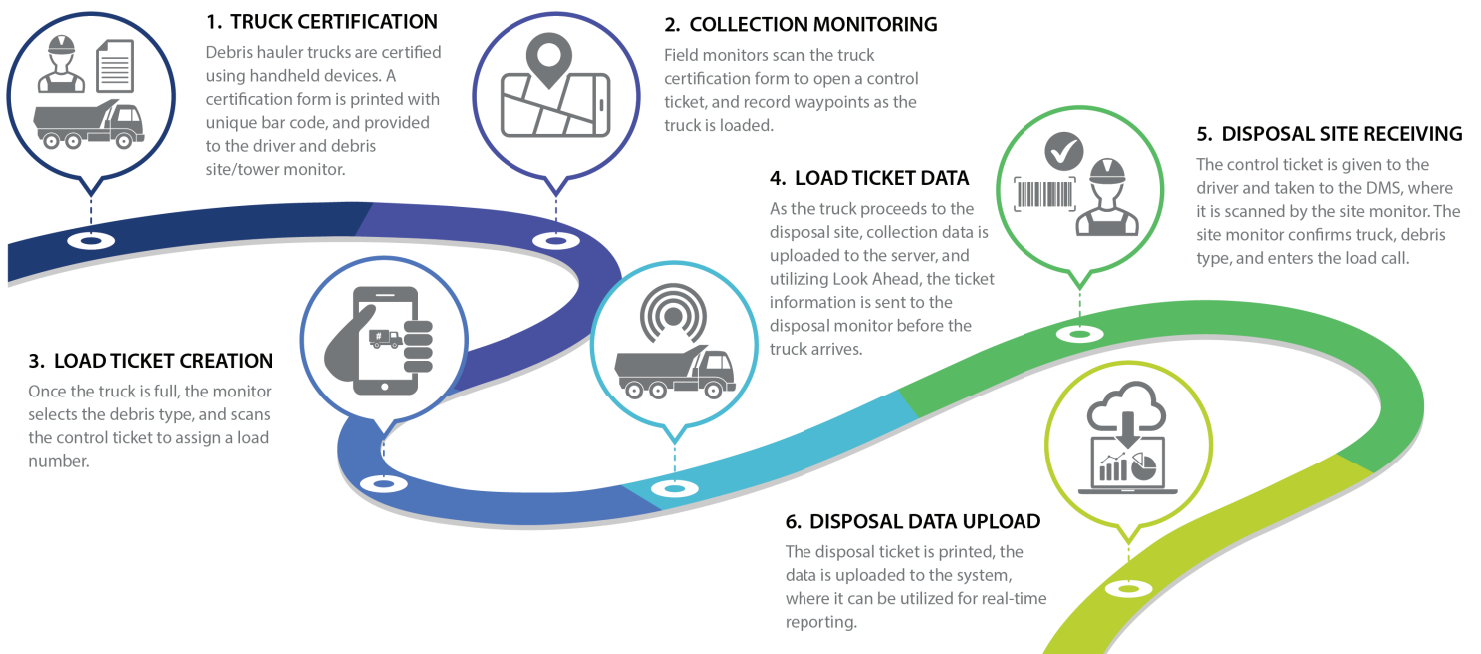
**Real-Time, Customized Reporting.** The key to successful management of a debris project is the timely availability of relevant information needed to make sound decisions and respond to anomalies before they become issues. Our powerful reporting engine allows the user to monitor contractor performance, track damages, track street-by-street debris removal progress, and identify and resolve potential problems as they happen. The geospatial reporting systems within *RecoveryTrac™* provide real-time information that raises the bar for post-disaster project management.

## *RecoveryTrac™* ADMS Key Facts

- Owned and operated by Tetra Tech
- Thousands of mobile units on-hand and ready for state-wide multi-district mobilizations
- Meets USACE specifications for electronic debris monitoring handhelds
- Real-time situation awareness of field resources and efficient direction to support the County's priorities
- Real-time GIS web services for EOC information and visualization systems
- Capable of collecting data regardless of cellular service
- Automated photograph and GPS capture
- Provides reports and pass map tracking in real-time
- Minimizes chance of fraud through real-time monitoring
- Minimizes data entry and human error
- Expedites invoice reconciliation
- Intuitive and user-friendly

### The *RecoveryTrac™* Process

The steps of the *RecoveryTrac™* ADMS process are as follows:



Even when there is no cellular connection, the handheld devices continue to operate in connected mode; however, the data is stored on the device until a data connection is restored. The device periodically searches for this connection, and when services are device automatically uploads the stored ticket data.



## RecoveryTrac™ ADMS Features

Tetra Tech brings significant experience and understanding in the design and build of disaster debris removal data management systems that offer data collection, storage, sharing, analysis, and reporting.

**Because of our previous experience, we have several ready-to-use components already built and ready to deploy.** These components can be quickly repurposed saving time and cost while ensuring field work starts quickly. Some examples of these existing capabilities and tools include:

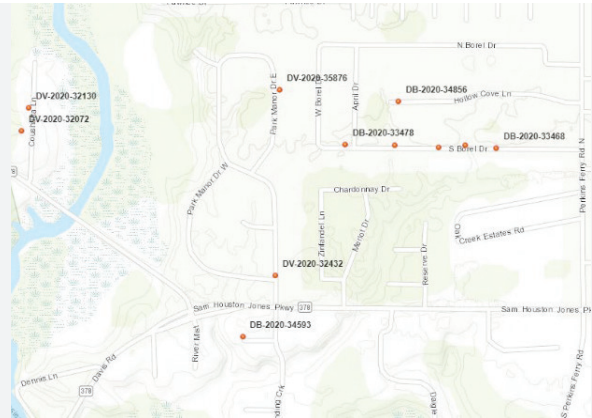
Our operational and data experience with disaster debris monitoring, combined with the best GIS and data professionals in the industry, results in **top-shelf solutions to the most complicated data and tracking needs.**

Industry-standard ArcGIS Feature Services delivers *RecoveryTrac™* ADMS data and serves as foundational building block for the applications.

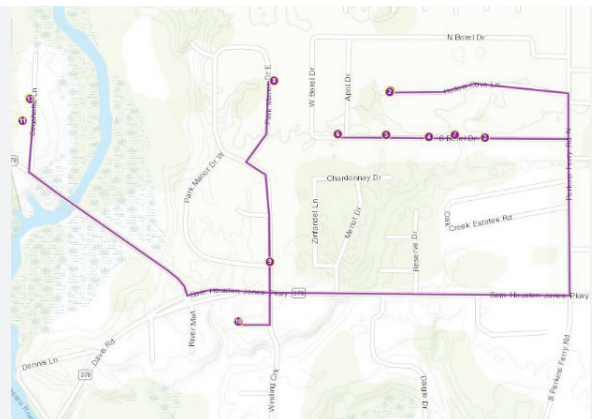
### Services:

- [RT/RecoveryTrac\\_DebrisAuditData\\_RT2020](#) (FeatureServer)
- [RT/RecoveryTrac\\_DebrisAuditData\\_RT2020](#) (MapServer)
- [RT/RecoveryTrac\\_DebrisRemovalData\\_RT2020](#) (FeatureServer)
- [RT/RecoveryTrac\\_DebrisRemovalData\\_RT2020](#) (MapServer)
- [RT/RecoveryTrac\\_MonitorLocations\\_v1](#) (MapServer)
- [RT/RT2018\\_ProjectBoundaryData\\_v1](#) (FeatureServer)
- [RT/RT2018\\_ProjectBoundaryData\\_v1](#) (MapServer)
- [RT/RT2018\\_ProjectZoneData\\_v1](#) (FeatureServer)
- [RT/RT2018\\_ProjectZoneData\\_v1](#) (MapServer)
- [RT/RT2018\\_SiteObservationsIncidentData\\_v1](#) (FeatureServer)
- [RT/RT2018\\_SiteObservationsIncidentData\\_v1](#) (MapServer)
- [RT/RT2020\\_ProjectZoneData\\_v1](#) (FeatureServer)
- [RT/RT2020\\_ProjectZoneData\\_v1](#) (MapServer)

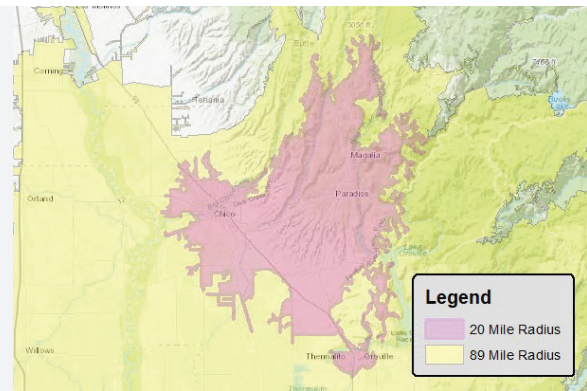
Initial Work Surveys document results of initial surveys to quickly collect, display, and summarize data into actionable operations planning. This data, including photographs, can be used to organize and deploy resources to improve speed and efficiency of the operation.



Work lists and optimized routes can be generated by the *RecoveryTrac™* system. As the routes are completed, the locations are marked complete.

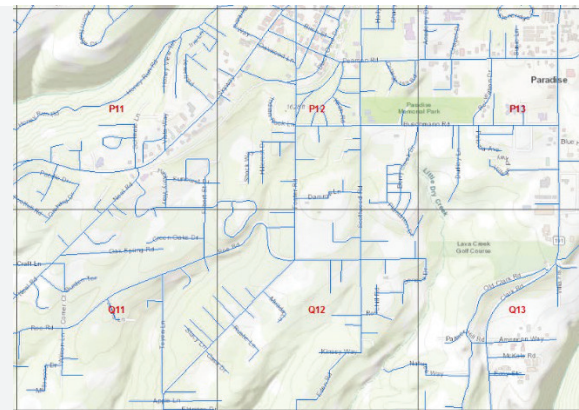


The Driving Distance Analysis tool is used to calculate estimated distance and drive time based on the existing road network. This planning tool is used as a parameter to design the shortest route, work list planning, and other operational factors.

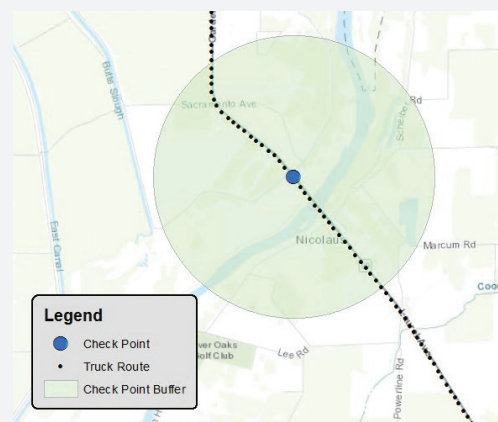


The Standardized ROW Grid Index layout is available in several formats, including GIS Mapping applications, mobile data collection apps, and hard copy maps.

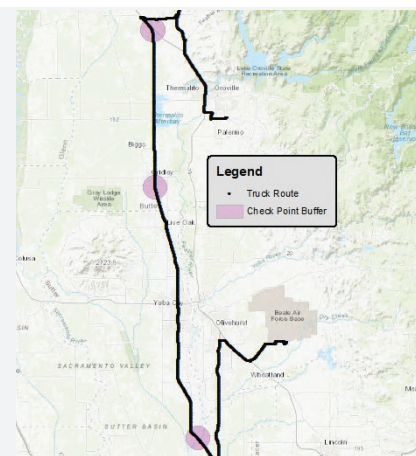
Map segment areas are configurable for size and allow attribute modification for tasks, including contractor, quality, and safety review tasks.



An automation tool built to validate routes taken to TDSRS/DMS. When a vehicle enters a checkpoint buffer area, the position record is annotated as passing the checkpoint. Route maps can be created, along with custom reporting as specified by operational requirements.



Fleet tracking data provides complete route information. The data can be made available to show live tracking or view route history. Transportation analysis services are available, or data exports can be provided for County requests.



## Operational Schedule

Based on Tetra Tech's understanding of the County and their needs, we have developed a draft mobilization schedule with key project management tasks in chronological order. The timeline is based on a typical activation; however, Tetra Tech is prepared to work with the County to adjust the timing of the specific elements below to meet the County's needs.

Prior to an event with warning (such as a hurricane), our team will begin monitoring the landfall of any tropical system at H-96 and will coordinate via conference call with the County. Following an event without warning (such as tornadoes or flooding), Tetra Tech will begin response at H-0.



### Operational Response Timeline for Debris-Generating Events

Time	Task	Deliverables/Milestones
Pre-Event Planning		
Pre-event (normal conditions)	Meet with the County to review plans and documents	<ul style="list-style-type: none"><li>Conduct annual pre-event meeting with the County and debris contractor</li><li>Review the County's disaster recovery contracts for FEMA compliance</li><li>Update critical documents and files, including any GIS files</li><li>Contact the County and initiate daily conference call</li></ul>
H-96	Review capabilities and resources	<ul style="list-style-type: none"><li>Determine resource requirements from debris model</li><li>Review the County's emergency policies and contracts</li><li>Establish contact with the County's debris hauler and ensure Tetra Tech has the most up to date copy of the debris hauler contract</li></ul>
Incident Planning		
H-72	Execute responsibilities and activate contracts	<ul style="list-style-type: none"><li>Review possible critical areas of concern, hospitals, major transit systems, historic districts, environmental issues, and critical infrastructure</li><li>Review protocols for private property, gated communities, and public drop-off sites</li><li>Review debris management site (DMS) locations and follow up with the State on permitting procedures</li><li>Estimate equipment requirements and DMS capacity to haul and stage debris</li><li>Prepare ADMS technology for mobilization</li><li>Conduct regular meetings with County staff as requested</li></ul>
H-48	Monitor storm track and continue preparations	<ul style="list-style-type: none"><li>Confirm staging location and begin mobilization of resources</li><li>Mobilize project assets and begin base camp coordination and logistics (food, water, housing, etc.) with the County and Tetra Tech headquarters (if necessary)</li><li>Review list of priority roads and the operational plan</li><li>Obtain GIS files for municipalities that the County will assist with debris removal</li><li>Continue to update and gather updates from the County's debris hauler</li><li>Save all critical documents and files to the network drive, USB drive, and laptop hard drive</li></ul>
H-24	Prepare final reports	<ul style="list-style-type: none"><li>Certify emergency road clearance equipment (in coordination with the County's debris hauler)</li><li>Determine emergency road clearance priorities</li></ul>
H-0	ARRIVAL OF NOTICE EVENT/INITIATE RESPONSE TO NO-NOTICE EVENT	
Execution		
H +24	Emergency push	<ul style="list-style-type: none"><li>Receive notice to proceed with not to exceed</li><li>Begin emergency push</li><li>Maintain time and materials (T&amp;M) logs for push equipment</li><li>Coordinate with the County to conduct preliminary damage assessments and road closures (if requested)</li><li>Supervisors report to pre-designated locations and prep staff on project</li><li>Begin establishing ADMS infrastructure</li><li>Begin recruiting and training monitors, project coordinators, and data staff</li><li>Initiate opening of DMS locations</li></ul>



Time	Task	Deliverables/Milestones
H +48	Emergency push/ damage assessment	<ul style="list-style-type: none"> <li>Follow up with State-level environmental regulations on debris permits (if required)</li> <li>Work with the County to establish public information protocols to respond to concerns and comments</li> <li>Continue emergency push</li> <li>Continue preliminary damage assessment</li> <li>Develop debris cost estimate required for presidential disaster declaration</li> <li>Develop operational plan for disaster-specific issues</li> <li>Refine health and safety plan for disaster-specific issues</li> </ul>
H +72	Disaster debris vehicle certification/ site preparation	<ul style="list-style-type: none"> <li>Begin hauling truck certification</li> <li>Install ADMS tower monitor infrastructure</li> <li>Train monitors on policies, ADMS, and safety</li> <li>Open public drop-off sites as requested</li> <li>Assign monitors to trucks</li> </ul>
H +96	Begin debris collection monitoring	<ul style="list-style-type: none"> <li>Assign supervisors to monitors</li> <li>Hold morning and afternoon meeting with County staff and debris hauler</li> <li>Implement QA/QC procedures</li> <li>Continue ROW collection</li> <li>Address household hazardous waste (HHW) issues (if critical)</li> </ul>
Week 1+	Right-of-way (ROW) debris collection monitoring	<ul style="list-style-type: none"> <li>Issue daily reports/GIS maps</li> <li>Hold daily meetings with the County, hauler, and/or State/FEMA as required</li> <li>Staff citizens debris management hotline (if requested)</li> <li>Define supplemental programs required (private roads, HHW) and prepare eligibility request</li> </ul>
Week 1+	Data management and invoice reconciliation	<ul style="list-style-type: none"> <li>Provide ADMS reports and real-time monitoring access</li> <li>Establish client GeoPortal to provide insight into project progress</li> <li>Review truck metrics provided by <i>RecoveryTrac™</i> ADMS</li> <li>Initiate weekly reconciliation</li> <li>Initial payment recommendations with retainage</li> </ul>
Week 1+	Reimbursement support/grant administration (FEMA, NRCS)	<ul style="list-style-type: none"> <li>Prepare damage/cost estimates</li> <li>Compile supporting documentation (debris permits, debris contracts, etc.)</li> <li>Liaise with local FEMA region officers, state-level emergency management representatives, U.S. Army Corps of Engineers (USACE), etc.</li> </ul>
Week 2+	Special projects (if required)	<ul style="list-style-type: none"> <li>Waterway debris removal</li> <li>Private property debris removal (PPDR)</li> <li>Public drop-off sites</li> <li>HHW</li> <li>Mud/silt/sand removal (from storm drains, ditches, etc.)</li> <li>Identify areas of operational concern and make disaster-specific recommendations to FEMA to improve efficiency</li> </ul>
Week 3+	Financial recovery assistance staff engaged (if requested)	<ul style="list-style-type: none"> <li>Facilitate kickoff meetings with primary stakeholders</li> <li>Draft a PA work plan</li> <li>Conclude/review preliminary damage assessments</li> <li>Gather documentation for project worksheet (PW) development</li> <li>Identify opportunities for mitigation</li> <li>Conduct site visits</li> </ul>
Project Closeout		
Project completion	Document turnover/closeout	<ul style="list-style-type: none"> <li>Final reconciliation</li> <li>Retainage release</li> <li>Release hard copy files</li> <li>Provide electronic database</li> <li>Assist with PW development</li> <li>Assist the County with long-term reimbursement</li> <li>Audit assistance</li> <li>Appeal support if necessary</li> </ul>

## Emergency Push

During the emergency push period, debris removal contractors coordinate with County crews to clear blocked roadways for emergency vehicle passage. Tetra Tech can support the County with emergency push efforts. Tetra Tech services may include the following:

- Document blocked roads that require immediate clearance
- Help staff maintain maps or databases to track road clearance progress and other essential tasks, as requested
- Administer the sign-in and sign-out of labor and equipment to track time and materials (T&M) charges
- Maintain reimbursement documentation of emergency push work
- Coordination with the County to conduct preliminary damage assessments and road closures
- Establish public information protocols to respond to concerns and comments

## Debris Estimate Methodology

It is critical to understand estimated quantities of debris to adequately plan for project operations and mobilization. Tetra Tech has found that rather than relying on a single approach, a combination of debris-estimating methodologies generally produces a more accurate estimate. Tetra Tech uses the following debris-estimating methodologies:

- **Data-driven debris-estimating model.** Tetra Tech has developed a data-driven debris-estimating model that takes into consideration factors such as hurricane strength category, estimated storm surge, coastal households, amount of vegetative cover, dockage, and other unique factors to develop debris estimates for a community.
- **Field survey.** “Boots on the ground” Tetra Tech staff will also work to estimate the expected volume of debris. Tetra Tech’s experienced field staff complete windshield surveys, and the information collected is aggregated by an experienced project manager to generate field survey-based debris estimates.
- **Aerial surveys.** Finally, Tetra Tech can develop debris estimates using Unmanned Aircraft Systems (UAS, or more commonly drones) to estimate debris quantities from inaccessible areas. Tetra Tech drones can capture topographic survey data, including orthophoto, contour, digital terrain, and dense point cloud data to develop estimated volumes of debris within an impacted community.

## Surveying Affected Areas for Special Situations or Emergencies

Tetra Tech will customize the *RecoveryTrac*™ ADMS system to meet the data capture needs of the special situation or emergency surveys outlined in the RFP (including identifying tree stumps, root balls and associated cavities, hazardous trees, construction and demolition debris, or other potentially hazardous situations). Benefits of using digital data capture and custom electronic forms include:

- **Integration with applications:** The *RecoveryTrac*™ survey tool can be integrated into Survey123, iForms, Collector, and other standard geospatial survey tools typically used for surveying affected areas.
- **Implementation of required fields:** Tetra Tech will designate required fields that must be completed on forms before the user can move on to the next data capture event. This avoids incidents of failure to capture key information in the field due to user error.
- **Standardized data entry:** Tetra Tech will use drop-down menus and pick lists whenever practical to standardize data capture. This approach avoids use of synonyms and personalized nomenclature that can hinder data analysis and cause confusion during data interpretation.
- **Direct correlation with project-specific database:** Tetra Tech’s electronic forms and custom database are developed in concert, allowing for direct mapping between data fields captured in electronic forms and those used within the database. These tools facilitate rapid and accurate upload and storage of data, without requiring manipulation of data.

After surveying and logging findings of special situation or emergency surveys, Tetra Tech maintains a list of potentially hazardous locations and situations. The *RecoveryTrac*™ database is used to coordinate and track the appropriate dispatch of staff and equipment to remediate the hazard, as well as reporting to the County on the status of the hazard, actions taken, and post-event status.

## Integrated Mapping Solutions – Unmanned Aircraft Systems

Tetra Tech provides integrated mapping solutions using state-of-the-art mapping software, airborne and mobile sensors and camera systems, and a robust information technology infrastructure. Our clients receive accurate, innovative geospatial and mapping solutions for commercial, governmental, and defense applications.

Evidence of this innovation in action is our disaster response team's utilization of Unmanned Aircraft Systems (UAS or more commonly, "drones") in a variety of applications to enhance our documentation and provide our clients with increased visibility into project scope and operations.

Our team has used UAS technology to help conduct damage assessments in communities affected by disasters. Data and imagery provided via UAS not only provides a more complete visual than photos alone, but also allow our team to survey areas that may be inaccessible after an incident. We can leverage this technology to reduce time spent accumulating ground survey data for large areas, to collect higher resolution data, and to provide real-time data capture to our clients. In addition to damage assessments, the technology is used in a similar fashion to provide increased visibility into debris removal operations and is particularly helpful for documenting parcel demolition and site remediation to better illustrate work progression throughout the course of a project. Our project teams have also used aerial imagery obtained from UAS to illustrate the progression of debris processing and removal at DMS locations.

UAS technology is especially useful in monitoring waterway disaster debris removal projects. Oftentimes, ease of accessibility can be an issue when working the length of some waterbodies. By using the data provided by UAS, our project team can assess the area and develop smart workplans. Furthermore, aerial images provided by UAS can demonstrate work progression on waterways where visibility from the shore is obscured.



Our ASPRS-certified photogrammetrists, FAA-certified UAS pilots, certified geographic information systems professionals, LiDAR analysts, and remote sensing and survey professionals work together to provide the latest tools and technologies to support our clients' goals and objectives. Tetra Tech's geomatic technologies professionals support our clients with a full suite of services—from air, land, water, and desktop.

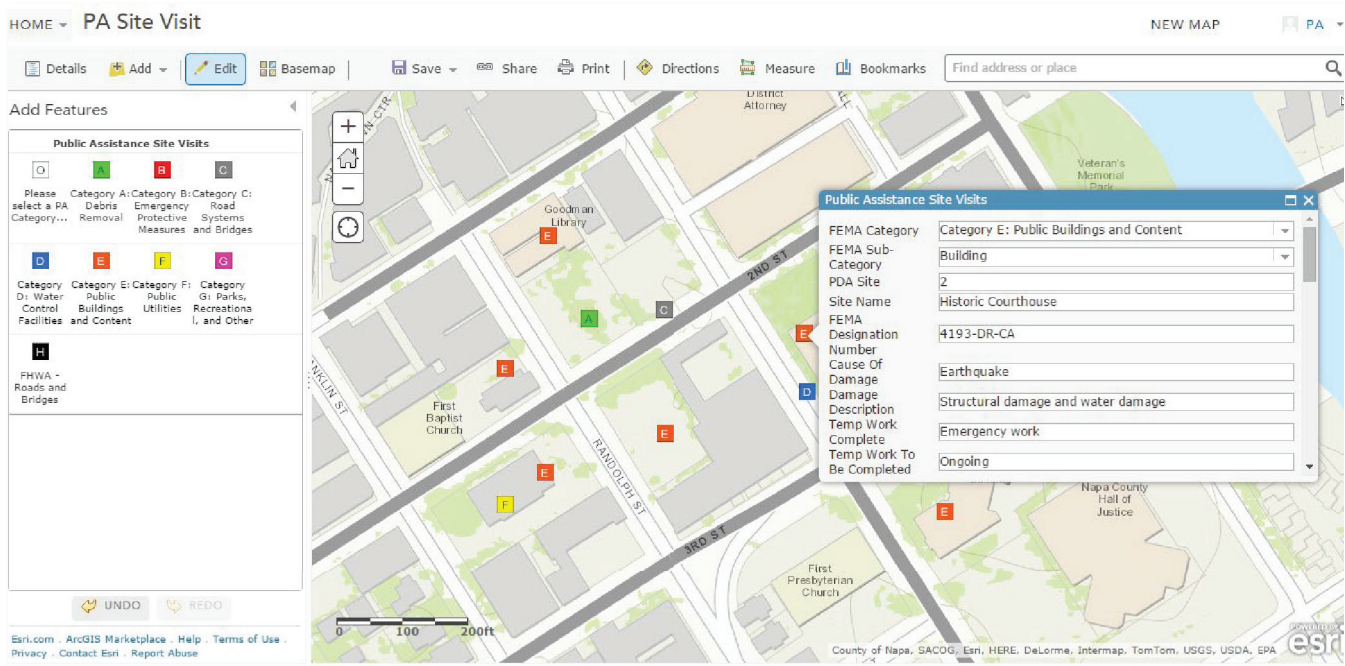


## Damage Reporting

Following a disaster, the County will need to evaluate citywide damages and identify priorities. Preliminary damage assessments are a critical component to the County receiving a disaster declaration following a major debris-generating event. If tasked, Tetra Tech is prepared to supplement County staff and assist in conducting electronic damage assessments. Tetra Tech's *RecoveryTrac*™ ADMS technology would be used to conduct damage assessments and collect supporting data, including photo documentation of damages.

The collected information would be reported real-time through web-based maps that depict damage assessment progress. Tetra Tech has recently supported damage assessment efforts for local governments following Hurricane Harvey in Texas and Hurricane Maria in Puerto Rico. A sample image of Tetra Tech's web-based damage assessment report is provided below.

### Damage Assessment Report



## Vehicle Certification

Tetra Tech uses the *RecoveryTrac*™ system to electronically certify all trucks used in an activation. Our team follows a proven vehicle certification procedure that complies with FEMA guidelines and results in maximum reimbursement. Our certification includes:

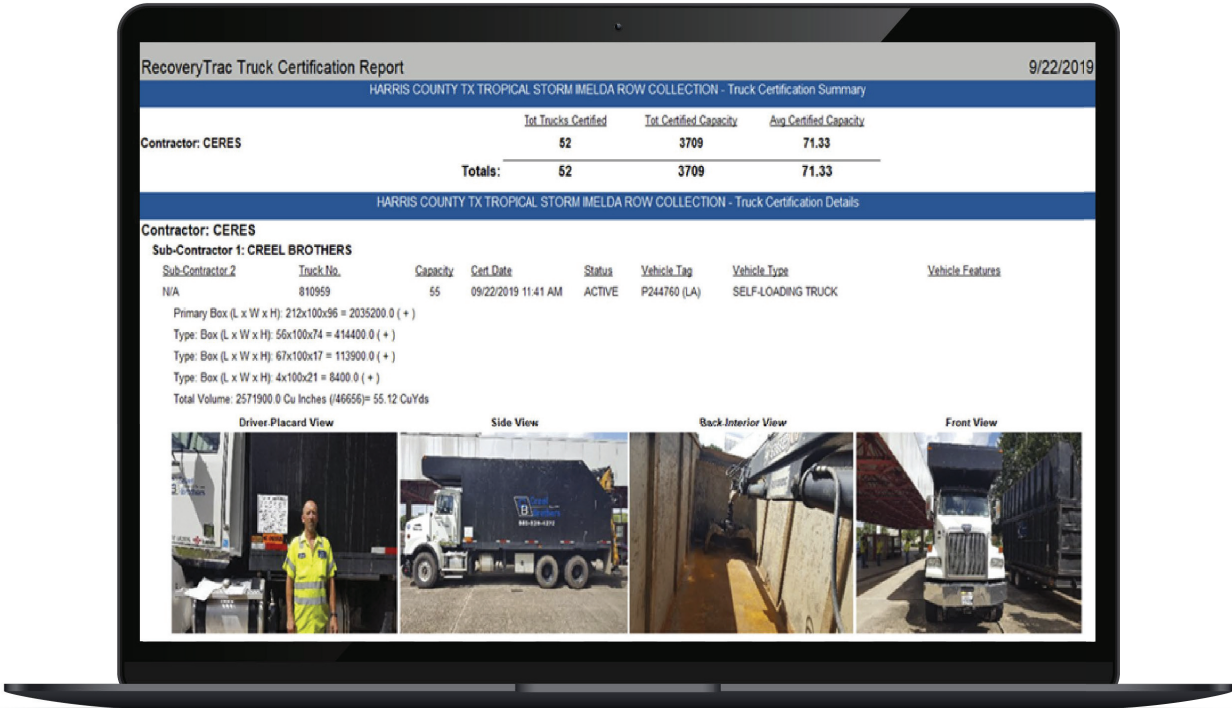
- Unique truck numbers for contractor crews and equipment
- Automated truck certification form, including:
  - FEMA guidelines on truck certification documentation and volume calculations
  - Barcode for automated ticket scanning
- Vehicle notations on the truck certification form and vehicle placard, informing tower monitors of sideboards, tailgates, or other modifications
- Photographs of vehicles, vehicle cavities, and drivers
- Periodic spot checks and recertification of trucks to identify trucks altered after initial certification

### Benefits of using Tetra Tech's mobile truck certification application include:

- Electronic volume calculations
- Instantaneous upload to the *RecoveryTrac*™ database
- Immediate QA/QC checks to verify the truck certification calculations
- Automated photo-matching of truck and driver photographs

The truck certification application allows us to complete truck certifications in *30% less time than with a paper-based system.*

Truck Certification Report



Field Operations

The Tetra Tech debris monitoring program includes the following:

Tetra Tech Daily Field Operations

1. Work Scheduling

Tetra Tech will coordinate with the debris removal contractor’s project manager to estimate required staffing numbers for the following day. To be responsive and mitigate overstaffing, Tetra Tech requests that the debris hauler release the next day’s schedule by 5 p.m.

2. Check-In

Field monitors report to a staging location prior to the commencement of daily operations for a briefing by the project manager or field supervisors and for the distribution of safety gear, map books, and ADMS handheld devices to document debris removal operations.

3. Deployment

A field monitor is assigned to one loading unit or to a leaner and hanger removal crew. In instances where leaner and hanger crews have multiple saw operators, the cut crew can request the addition of a monitor (this typically happens when a cut crew can complete over 60 hazard removals per day).

4. Field Supervision

Responsibilities of the field supervisor monitor include training, QA/QC of work being performed, verifying load ticket accuracy, and responding to field monitor and debris contractor issues. Tetra Tech utilized National Incident Management System supervisor ratios for span of control and efficiency of operations.

5. Field Documentation

Field monitors will verify proper loading of debris and will document that contractors and their subcontractors adhere to local, state, and federal regulations and safety guidelines. Debris removal procedure discrepancies are reported to the supervisor. If a field monitor feels a justifiable need to stop operations, the monitor will refrain from issuing a ticket until the debris hauler supervisor and a Tetra Tech supervisor determine an appropriate action.

6. Daily Closeout

At the close of operations each day, all field monitors will report to the staging area to clock out, turn in their ADMS handheld device, and receive a debrief from field supervisors.



Potential Delay	Tetra Tech Strategy
Inability of a debris contractor to respond with sufficient equipment	Tetra Tech will provide burn rate analysis to verify the proper equipment is being provided. This will be adjusted as more accurate debris estimates are available.
Leapfrogging by the contractor (cherry picking work being performed)	Leapfrogging can be detrimental to the efficiency of operations and will be reported by Tetra Tech.
Delayed invoices by the contractor	Tetra Tech will work to make the contractors aware of an appropriate timeframe for invoicing and will communicate with the County if deadlines are not being met.
Not adjusting deadlines for collecting debris and work schedule that is based on an update-to-date estimated work to be completed	As damage estimates become more accurate (as is typical throughout the process), Tetra Tech will work with County officials to adjust the timeline to appropriately reflect the changing estimates.

In addition, there are events out of the control of all parties that could negatively impact a debris removal operation (for example, inclement weather). In the event any of these circumstances occur, Tetra Tech will work closely with the County to refine timelines and support an expeditious recovery for the County.

## Available Equipment

Tetra Tech maintains a warehouse located in Orlando with over 120 fully stocked bays of debris monitoring supplies capable of supporting over 50 simultaneous recovery operations for over 90 days. **Tetra Tech has consistently deployed large-scale mobilizations of hundreds of staff and thousands of dollars' worth of equipment to multiple clients in a matter of days and on very short notice.** The Exhibit lists available equipment and facilities readily available upon activation.

### Resource List

Field Documents Currently in Our Warehouse	
ADMS Handheld Units	6,000
Time and Materials Forms	5,000
Truck Certification Forms	5,000
ADMS Ticket Stubs	800,000
Haul Out Ticket Stubs	300,000
Placards	5,500
<b>Kits</b>	
Project Manager Kits (1 Per 100 Monitors)	40
Project Coordinator Kits (1 Per 100 Monitors)	40
Human Resources Kits (1 Per 100 Monitors)	40
Collection Monitor Kits (1 Per 25 Monitors)	90
Disposal Monitor Kits (1 Kit Per Disposal Site)	100
Leaner/Hanger/Stump Kits (1 Per 50 Monitors)	40
<b>Equipment**</b>	
Laptops	400
Mifi (Mobile Wiireless)	90
High Speed Scanners	70
Printers	45
Mobile Command Office	2
Gas Trucks	To Be Obtained from Pre-Contracted Vendor
Modular Work Locations	To Be Obtained from Pre-Contracted Vendor
Generators	To Be Obtained from Pre-Contracted Vendor
Portable Facilities	To Be Obtained from Pre-Contracted Vendor

*\*All field documents are replenished as they are needed. Tetra Tech has several emergency vendors with the ability*

*\*\* ADMS units are readily available and can be ordered as needed on a 24-hour turnaround.*



## Debris Management Site Monitoring

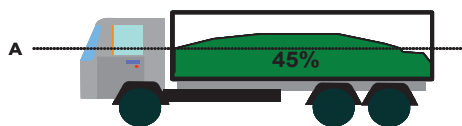
Tetra Tech has industry-leading experience assisting local and state governments with locating and permitting DMS before a disaster event as well as post-disaster. Based on State environmental agency guidelines, DMS typically require baseline soil testing before use. Following the completion of work at the DMS, the baseline soil testing is used to verify site remediation is complete.

As DMS are activated, Tetra Tech will provide a minimum of two disposal monitors per site, which may scale depending on site layout and operational needs. The disposal monitors will verify that the debris contractor passes through the DMS and will verify accurate and complete documentation. Several daily audits will be performed by project managers and supervisors to verify that load call data is consistent and accurate. Documentation kept by Tetra Tech DMS disposal monitors includes:

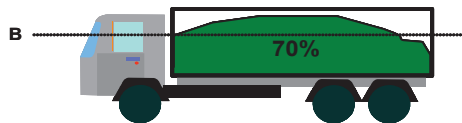
- **Load Ticket.** Documents that debris removal complies with all FEMA requirements.
- **Disposal Monitor Log.** Used as backup documentation as required by FEMA.
- **Scale Manifest Tickets.** For weight-based debris hauling contracts, Tetra Tech will digitize and catalog scale tickets.
- **Incident Report.** Tetra Tech will document property damage, arguments, unsafe practices, and injuries.
- **Photographic Documentation.** Tetra Tech disposal supervisors will photograph a DMS frequently to create a visual timeline of the site.
- **QA/QC of Field Tickets.** Disposal monitors review and verify collection monitors' work in the field.



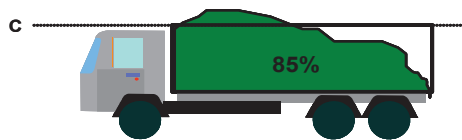
### Load Call Estimate Examples



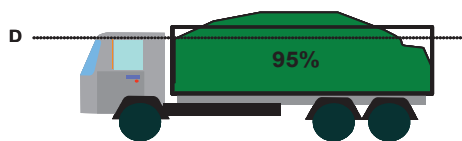
**Example A.** The mounded portion of the load offsets the areas where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is 45 percent.



**Example B.** The mounded portion of the load offsets the areas where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is 70 percent.



**Example C.** The mounded portion at the front of the load offsets the area in the back where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is 85 percent.



**Example D.** The mounded portion of the load offsets the areas where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is 95 percent.

## Residential Drop-Off Sites

Residential drop-off sites can be beneficial by allowing residents to address disaster debris on their property. However, to be eligible by FEMA, the County must verify that only their residents are using the drop-off site and prevent commercial debris contractors from disposing of debris at the residential drop-off site. Tetra Tech can assist the County in monitoring residential drop-off sites and verifying County residence before a resident unloads debris at the site.

## Right-of-Way Collection Reporting

Our *RecoveryTrac*™ ADMS technology allows the County to view debris collection points, truck locations, monitor locations, damage, incidents, and daily metrics at any given time. The additional geospatial reporting capabilities are made possible through the Tetra Tech approach to field monitoring.

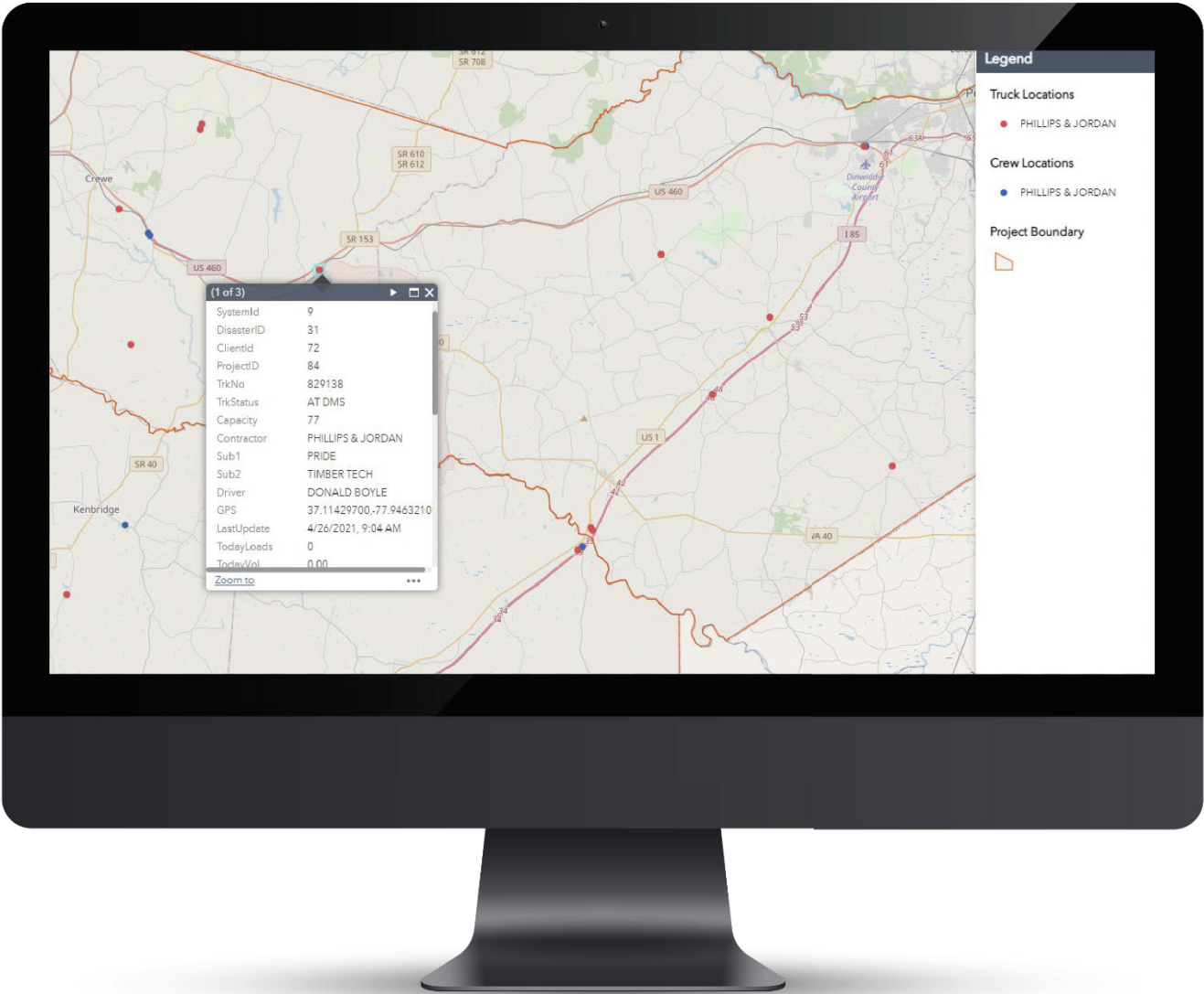
At each debris collection point, the field collection monitor marks the waypoint or location of the debris pile to collect GPS coordinates. The map on the following page displays the waypoints associated with each collection ticket issued in the field. The waypoint collection report is updated in real time and can be filtered by date.

### Waypoint Collection/Hazardous Tree Maps



An additional feature of our ADMS technology is that each handheld device reports back the location of the device regularly. By leveraging this location information, Tetra Tech can view monitor locations and truck locations in real time, as demonstrated below.

Truck Locations



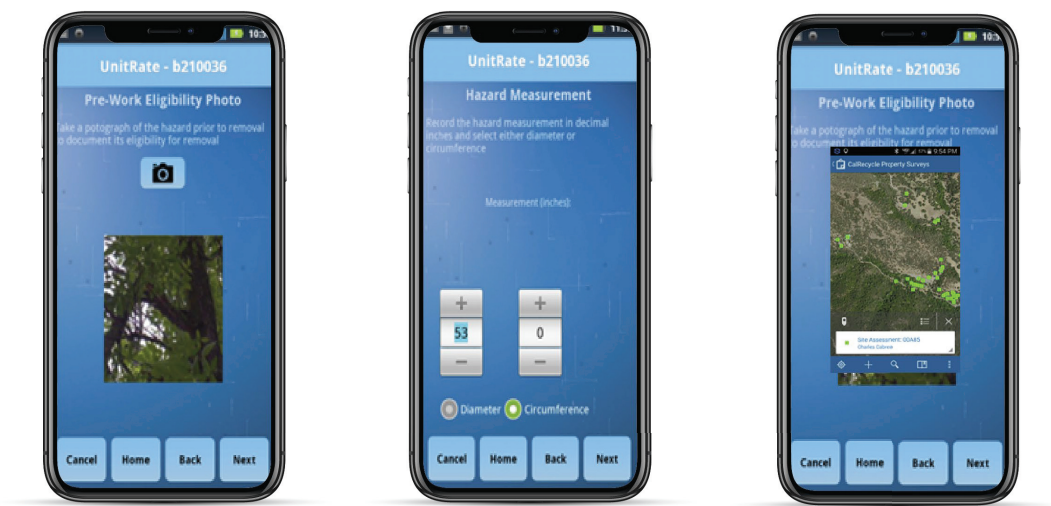
Stumps and Leaners/Hangers

Guidance established by FEMA requires supporting photo documentation for each ticket issued for hazardous tree or hanger removal services. The previous standard for monitoring firms was to take supporting photographs with a digital camera and manually associate the photos to each tree ticket. Tetra Tech utilizes ADMS technology to automatically associate photographs for all hazardous tree and hanger removal operations, which eliminates the potentially extensive labor associated with this task. Additionally, our ADMS technology and software is designed to manage photo documentation by compressing and securely storing photos for field validations and audits in real time. The ability to associate photo documentation to unit rate tickets is critical for FEMA reimbursement, QA/QC, and fraud deterrence.

As work in the field is completed, the information and supporting photos are uploaded directly to our database for QA/QC checks. A QA/QC manager verifies that the photographs comply with FEMA regulations and that all measurements meet the County's contractual agreement with the contractor.



Hazardous Tree Mobile Suite



Real-Time Ticket Report

RecoveryTrac Incident Summary Report

Project Incident Summary: CITY OF VICTORIA HURRICANE HARVEY ROW COLLECTION

Incident Type	Total	Active	Closed	Pct Compl	Avg Day Out	Hi Pri	Emp Invl	Contr Invl	Own Invl
OBSERVATIONS	1	1	0	0.0	1242	0	0	0	0
Totals	1	1	0	0.0	1242.0	0	0	0	0

Project Incident Details: CITY OF VICTORIA HURRICANE HARVEY ROW COLLECTION

OBSERVATIONS (Count: 1)

OTHER (Count: 1)

Incident No.	Status	Priority	Date	Emp Invl	Contr Invl	Own Invl	Location	ReportingMonitor
20-2817-93944	Active	Normal	12/04/2017 1:42 PM	NO	NO	NO	2204 ALLENDALE STREET (28.803079,-95.940945)	FRANCISCO RAMOZ (B216250)

CREW (TREE-R-US) REMOVED STUMP  
NO WATER LEAKS  
CITY CREW AT SITE



Unit RateTicket

Ticket Information

Ticket Date/Time:  
12/15/2018 10:52 AM  
Applicant:  
CITY OF LYNN HAVEN  
Disaster:  
FL - HURRICANE MICHAEL  
Contractor:  
ASHBRITT  
Sub-Contractor:  
TRI-RIVERS - ARBORPRO  
Crew No.:  
710360  
Supervisor:  
JONATHAN COLLINS

Hazard Information

Hazard Type:  
1A - HAZARDOUS HANGERS  
REMOVAL  
GPS(Lat,Lng):  
30.221035,-85.657865  
Address:  
812 BRADFORD CIRCLE  
Measure:  
5.00  
Unit Count:  
1.00  
Start Time:  
12/15/2018 10:35 AM  
EndTime:  
12/15/2018 10:52 AM  
Monitor Name (Id):  
JOELLY HARVEY (F232186)

Copyright 2019, Tetra Tech Inc.



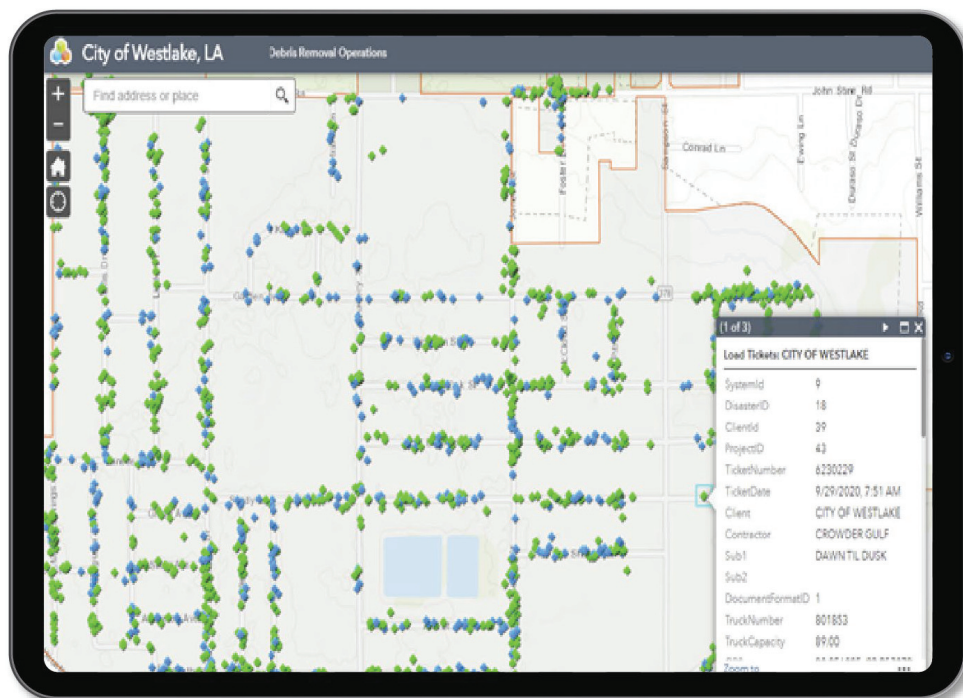
## Spotlight On: Coastal Capabilities

Tetra Tech is a leader in providing clear solutions for coastal restoration and protection within sustainable natural and socioeconomic frameworks. Our clients seek us out for our project planning, design, engineering, permitting, and construction oversight services expertise. We are adept at formulating the appropriate solution, tailored to the specific and unique characteristics of each project site.

### Unit Rate Ticket Geoportal Report

As monitors complete unit rate tickets for hazardous trees or hangers, their locations are logged and collected. The map below displays locations where hazardous tree or hanger removals were documented in the field. Clicking on the marker allows the user to review the data and photos collected by the field monitor (see example below). The unit rate ticket report is updated in real-time.

#### Unit Rate Ticket Map



## Public Information

Tetra Tech is prepared to assist with developing a means for the County to manage inquiries from residents regarding the debris removal process. Tetra Tech has staffed debris hotlines for some of the largest disasters that have impacted the United States and can help the County establish and staff a debris hotline (including supplying equipment, phone lines, etc.) to respond to public inquiries and concerns.

**Public information for debris operations should focus on two components: safety for handling debris and proper set-out procedures.** Many hurricane-related injuries and deaths occur after the incident because citizens do not safely address disaster damage and debris. Some of these deaths and injuries could be avoided if residents were provided timely information on how to safely address disaster-related damage to their homes. Public information for residents should include safety precautions for assessing their damaged homes and operating dangerous equipment to remove debris. In addition to safety instructions, proper set-out procedures are critical to ensure that the County can maximize recycling opportunities, reduce impacts to landfill capacity, and maintain efficient debris removal operations.

Public information should include instructions for residents to properly separate their debris streams such as HHW, electric waste, construction and demolition debris, vegetative debris, and white goods. Public information should provide residents with specific instructions for separating and bundling their debris and include any information for citizen drop-off locations.

Public messages must meet the needs of the community to ensure all populations receive and understand critical information in a culturally appropriate and effective manner. Tetra Tech will coordinate with the County public information officer to ensure the correct information regarding debris operations is provided to the public in a format that is accessible to the County diverse population, in a language all can understand.

## Call Center Operations

Emergency events place tremendous stress on public information centers. Tetra Tech routinely provides call center operations to our clients following natural disaster events. We can deploy a remote call center with trained staff if needed by the County. With our experienced team and advanced technical infrastructure, Tetra Tech can quickly assess needs and provide an end-to-end solution that includes a communications plan, toll-free numbers, operator staffing, call documentation, and reporting. Providing this service allows our clients to focus on the problems at hand, while staying connected and responsive to the community's need for information. Tetra Tech has provided these services to communities impacted by some of the worst disasters of our time.

Tetra Tech successfully operated a call center for Harris County OHSEM following Hurricane Harvey in 2017 and stood it up within 24 hours of a Notice to Proceed. We have also provided this service to Osceola and Polk County, FL following Hurricane Irma; and the City of Houston, City of Galveston, Galveston County, and Montgomery County, TX following Hurricane Ike.



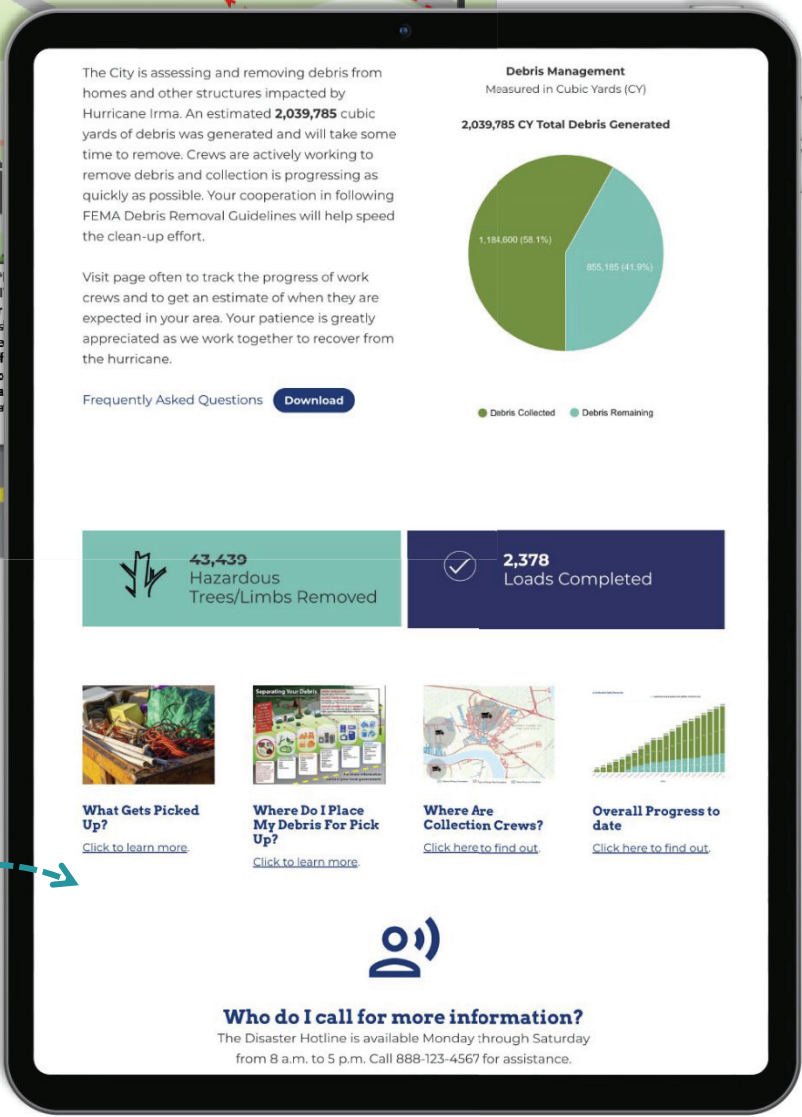


Public Information Campaigns



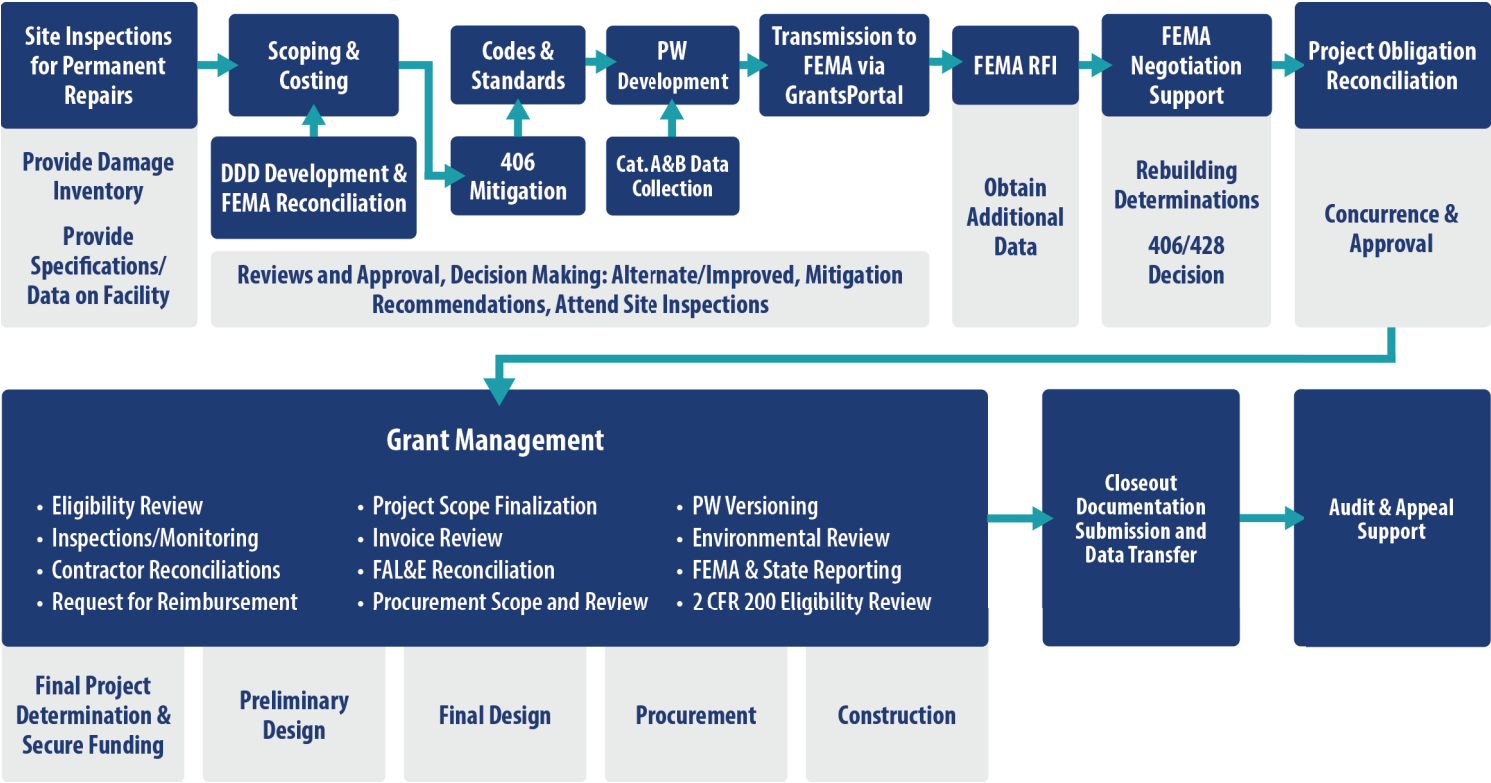
Flyer detailing debris separation and placement guidance for residents.

Public-facing website detailing collection information, debris removal status, and more.



# Dedicated Team and Process for FEMA Reimbursement

The flowchart below illustrates Tetra Tech's approach to the FEMA PA Program lifecycle. Our team has developed documentation processes to capture the data at each step along the way.



## Initial Damage Estimates

Through our experience working with clients in response to the 2020 hurricane season, FEMA is requiring greater documentation of disaster-generated damages than ever before in order to receive a disaster declaration. The proper reporting of damage by the public and inspection of the damage by the County and governmental officials is becoming increasingly important.

### Tetra Tech will assist the County in a systematic approach of cataloging, reporting, and documenting disaster-generated debris.

We will develop a work plan with the County, ahead of storm season to maximize the efficient use of County and Tetra Tech resources to quickly and accurately find and report debris. The use of our proprietary *RecoveryTrac™* ADMS technology can assist the County in not only documenting this debris but also targeting resources to remove, haul, and monitor those operations.

The County is supported by debris management consultant Chuck McLendon, who has served as principal in charge for 30+ major disaster activations, managing more than 100 million CYs of debris removed and *upwards of \$2.5 billion in FEMA PA reimbursement*. Mr. McLendon maintains in-depth knowledge of the FEMA PA program, including an expert understanding of Federal Register 2 CFR Part 200 ("the Super Circular").

A critical part of painting the picture of the disaster event for FEMA is documentation regarding damage location using mapping and the nature of the damage using photo and descriptive evidence. The visualization of the event provides critical insight into the disaster itself and the required resulting response and recovery. To support the County in conducting initial damage estimates, Tetra Tech maintains a critical focus on compliance from the outset. Tetra Tech will coordinate with the County and its departments to integrate into the incident response framework by mobilizing staff to designated locations, leveraging local partners in specific jurisdictions, and working with citizen response teams.

Tetra Tech has utilized several methods to complete and document damage estimates and will work with the County to identify and deploy the preferred solution. In addition to the assessment conducted on the ground by both County and Tetra Tech personnel, potential tactics include:

- Public-accessible QR codes to report damage
- GIS mapping
- Social media mining to geotag photos of damages
- UAS/drone documentation to identify most heavily impacted areas

## Immediate Needs Funding (INF)

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Immediate Needs Funding (INF), also referred to as Expedited Funding, is intended to meet an applicant's urgent needs in the initial aftermath of a disaster and is often a critical part of the initial disaster response and short-term recovery. In utilizing Expedited Projects for Emergency Work, FEMA provides expedited funding for Emergency Work Projects. Eligible activities typically include debris removal and emergency protective measures; as such, the funding may be used to cover such costs as overtime payroll, equipment costs, materials purchases, and debris removal and monitoring contracts when these costs are incurred for emergency work.

FEMA is required to disallow all ineligible or unsupported costs. To avoid de-obligation of PA funding, it is critical that applicants sufficiently document costs by type. Knowing which information to capture during emergency work implementation is key and *Tetra Tech has decades of experience in assessing eligibility of and documenting compliance for costs.*

FEMA and the State normally require PA applicants to provide all supporting documentation for reimbursement for completed work, but they can relax this document requirement and provide initial funding to applicants for emergency work required in response to a declared event. Throughout the Expedited Project development process, Tetra Tech will assist the County in gathering and documenting work undertaken as well as providing a summary of the costs for emergency work not yet completed. Tetra Tech will assist the County with gathering the necessary inputs for completed work and developing and applying a sound methodology to present any projections of costs that are to be used to develop Expedited Projects.

Expedited Projects are obligated at 50 percent of eligible costs incurred for Debris Removal (Category A) and Emergency Protective Measures (Category B) conducted within the first days following the disaster and provide the necessary cash flow to kick-start recovery and ease the transition to the more traditional reimbursement-based program. Once the initial award of the expedited project is processed at 50% of the eligible costs incurred or projected, the County will need to provide all required documentation prior to the remaining funds being awarded in a project amendment. After the receipt of the initial funding, Tetra Tech will assist the County in documenting the use of the expediting funding for eligible activities and work to develop the next version/amendment of the project, accounting for those funds and presenting any others that may have been incurred.

## Project Worksheet Completion and Application Process

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Tetra Tech's experienced grant managers are poised to help the County submit its initial Request for Public Assistance and attend or provide support for State-led applicant briefings, FEMA recovery scoping meetings (formerly known as kickoff meetings), or any other meetings with FEMA or the State in the development of projects. With the changes FEMA has made to their PA Delivery Model, eligibility determinations are no longer made "in the field" and the projects are written at the Consolidated Resource Centers. Close and consistent interaction with FEMA staff is still crucial, so the County needs an experienced team to augment efforts in presenting any and all eligible costs and activities to FEMA for inclusion in projects.



Submitting a complete damage inventory is key to presenting disaster-caused damage and costs to FEMA. Experienced Tetra Tech project support staff will help gather all necessary inputs for the best possible outcomes. By timely addressing requests for information and uploading related information and documentation, Tetra Tech facilitates timely obligation of project funding and access to federal dollars for recovery.

One of the most often experienced barriers to timely obligation of projects and reimbursement of funds is lack of proper documentation. We work hand in hand with our clients to identify, gather, organize, and submit records reflecting any and all eligible activities undertaken. These records are audit-ready for our clients and paint the picture of well documented eligible work and costs to FEMA, the Department of Homeland Security’s Office of Inspector General, County Inspector General, State Legislative Auditor, or others. We serve as a force multiplier for your staff and recognize the importance of timely responding to any Requests for Information (RFIs) received from federal or state officials. We coordinate with all involved to minimize any “back and forth” on such requests that often result in the loss of precious time. Our team of experts can also be onsite with FEMA’s site inspectors to adequately capture, measure, and quantify damages. Time equals money, and our goal is to minimize the length of time the County spends waiting for return of eligible program dollars.

Tetra Tech is a nationwide leader in the administration of federal funding for disaster response and recovery. Our dedicated staff includes former federal and state level executives with decades of *experience working with FEMA Region IV.*

### Audit Support

Our team has a proven track record of success in helping our clients resolve disputes with funding agencies such as FEMA or the Grantee (State). This includes support post-obligation audit and the appeal process. Throughout our FEMA-funded disaster response operations, we have only been involved with a handful of disputed projects over documentation.

Tetra Tech **uploads documentation and project support with consistent file naming conventions.** This organized, systematic approach enables timely and thorough review of documentation presented to FEMA and Florida.

We believe in remaining proactive in preventing further appeals requires frequent meetings with state partners and FEMA regions to avoid situations whenever possible.

Furthermore, due to our staff’s in-depth knowledge of FEMA reimbursement policies, we are often hired by applicants to assist them after FEMA determination memos and Office of Inspector General (OIG) audits even when we were not involved with the applicant during the recovery period.

Recently, there has been a shift in the direct of FEMA to perform audits earlier in the disaster so that corrective actions can be made for the subrecipient or recipient. The three most common types of audits that we have supported within the first 2 years of the disaster include:

1

**FEMA Validate as You Go (VAYGo) Audits:**  
Focus on disbursements to subrecipients on an annual basis





**DHS OIG Capacity Audits:**  
Focus on early detection of what issues might arise to promote corrective actions for recipients and subrecipients

2

3

**General Accountability Office Audit:**  
Focus on performance of subrecipients on grants and identifying opportunities for process improvement



### Tetra Tech has supported clients across disasters from 2016 through today on these up-front audits by:

1. Conducting pre-meeting with stakeholders
2. Preparing compliance checklists
3. Developing documentation notebooks
4. Attending meetings and providing subject matter expertise support
5. Responding to for Requests for Information

### Elements of our audit support strategy include:

- **Maintain Data Quality:** Consistent quality checks are integrated throughout project operations to maintain data integrity from the beginning.
- **Retain the Data:** Maintain the data on our secure, cloud-based storage site to mitigate the risk of data loss.
- **Respond Quickly:** Acknowledge the question within 12 hours and respond to the audits within 48 hours of a request.
- **Maintain Communication:** Establish weekly calls with auditors that provide visibility into County activities.
- **Stay Positive:** Maintaining a positive spirit between the parties to foster a solution quickly.

## Reporting

Tetra Tech has extensive experience in collecting, managing, and tracking financial and project data. Our firm has a full suite of existing reports to allow for custom reporting on all metrics requested from our clients. Tetra Tech has years of experience tracking invoice amounts and payments, budget forecasting, change order and work order attributable costs, etc. We understand the importance of accurate data and cost tracking and have developed several reports over the years to enhance visibility into essential project aspects. A sample of the variety of reports we are able to issue are summarized on the following pages.

### Daily Report

Tetra Tech has a suite of reports that are automated from *RecoveryTrac™* ADMS and available in real-time via PC, tablet, or smart phone. Although the reports are available at any time to the County, Tetra Tech will submit a daily status report that includes daily cubic yards/tons collected by material and program, cumulative cubic yard/tons collected, number of debris monitors in the field, cumulative cubic yards/tons hauled to final disposal, and daily/cumulative hazard removals. Below are samples of these reports created for recent projects. Additionally, Tetra Tech takes pride in the customization of reports to meet our client's specific needs and provided reports tailored to any metrics not captured in the generic reports.

#### Daily Budget Status Reports

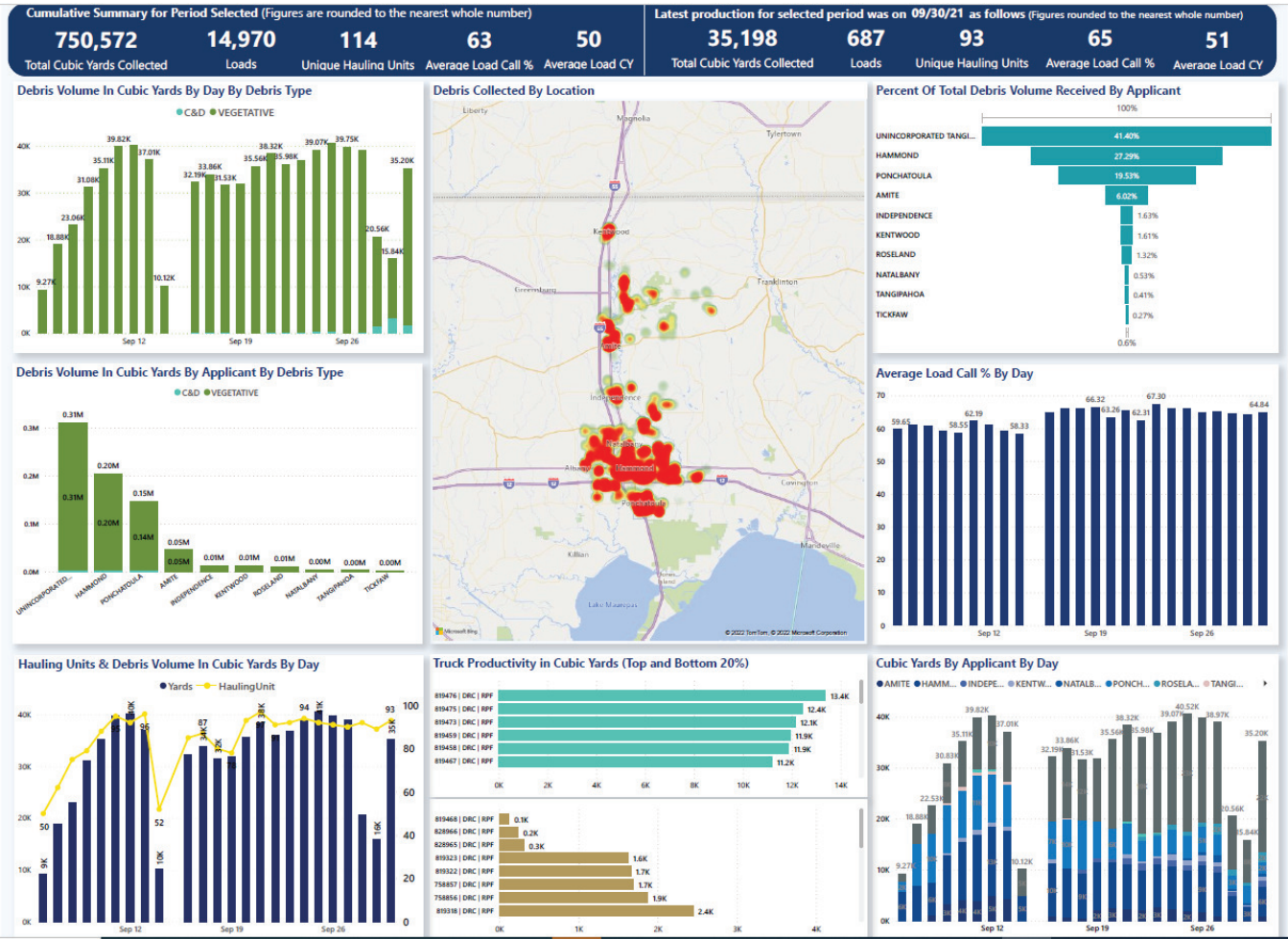
Tetra Tech provides a variety of daily reports that capture costs incurred, invoicing statuses, projections of work, debris totals, task force productivity, evaluation of integrity controls, recommendations, budget forecasting, and other metrics, as requested. Some specific examples of daily reports issued for prior projects include:

- **Finance Daily Budget Status Report:** This report's focus is on invoice reconciliation statuses, budget forecasting, and daily burn rates, contract service expenditure, work order and change order not-to-exceed tracking, and client recommendations based on analyses.
- **Contractor Daily Production:** This report graphs debris type tonnages on a per debris removal team basis by day. This graph also utilizes a slicer to restrict data displayed in the graph to a particular task force and also a timeline to allow for a specific day or range of dates to be shown.
- **Debris Removal Team Daily Production:** This report displays the ticket data summarizing the CYs or tonnage associated with tickets from properties assigned to the contractor. This graph also utilizes a slicer to restrict data displayed in the graph to a particular task force and also a timeline to allow for a specific day or range of dates.
- **Daily Report Contractor Expenditure:** Displays the services included in the project for the contractor. Also shows the quantity and cost amount of each service per day as well as the project to date total of all services. This report also calculates the average daily cost estimate based on the average daily cost for the previous five days.





Sample Custom Report – Debris Volumes by Municipality



Sample Assessment Summary Report

RecoveryTrac Assessment Summary Report

Project Incident Summary: FDEP WATERWAYS DEBRIS REMOVAL PROGRAM

WATERWAYS SURVEY (Count: 5)

(Count: 5)

Incident No.

Status

Priority

Date

Zone

GPS Coordinates

Reporting Supervisor

PP-2016-291816

Active

Normal

1/5/2017 13:40

Indian River Lagoon

28.056892, -80.564128

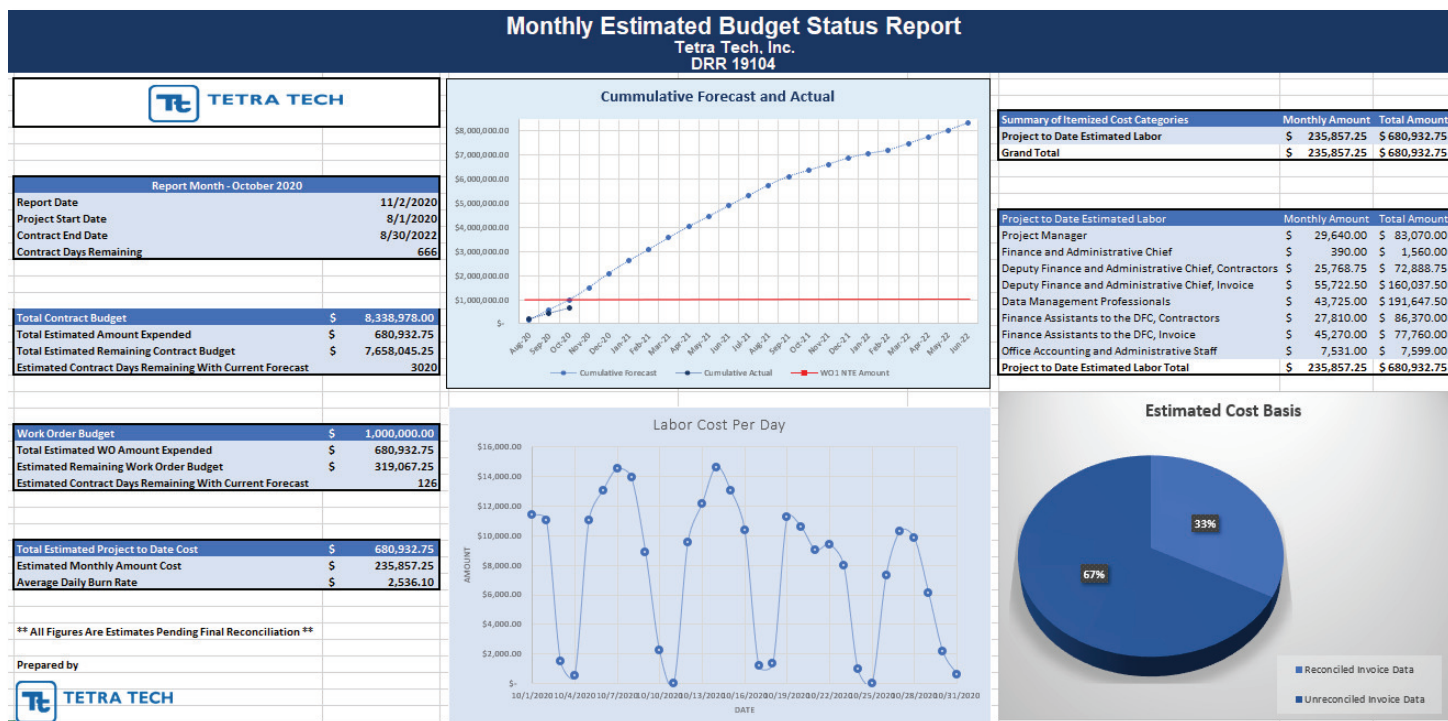
John Doe (B215254)

Floating disaster debris.

## Monthly Budget Completion Status

Tetra Tech's monthly budget completion status report summarizes financial data collected during the month for all contractors. Additionally, a robust forecast is incorporated along with a summary of recommendations based on the project's operations during the previous month.

### Monthly Budget Status Report



## On-Demand Budget Reports

Tetra Tech is able to provide budget reports on demand facilitated by superior cost and quantity tracking in the *RecoveryTrac™* database. Previous custom on-demand budget reports include a combination summary of debris quantity data combined with financial metrics.

## Incident Reporting

Another key feature of our ADMS technology is that it allows field monitors to report incidents and provide supporting photographs in real time to the County, Tetra Tech, and the debris contractor. Examples of incidents include reporting pre-existing damage, damage caused by the contractor, debris piles skipped by the contractor, safety hazards, and other incidents critical to a debris removal program. As monitors complete incident reports in the field, the information and supporting photographs are uploaded to the Tetra Tech reporting server. Depending on the type of incident, priority e-mails may be sent out by the reporting server to County representatives, Tetra Tech's project team, and debris contractor representatives. Our firsthand experience assisting local governments with recovering from disasters has shown that accurately capturing and photographing pre-existing damage can alleviate residential damage claims that may be submitted to the County. Additionally, the incident map developed from the collection information is essential to quickly identify unresolved contractor damages before the completion of the program.

## Incident Report

### RecoveryTrac Incident Summary Report

Project Incident Summary: CITY OF WESTLAKE HURRICANE LAURA ROW COLLECTION									
Incident Type	Total	Active	Closed	Pct Compl	Avg Day Out	Hi Pri	Emp Invl	Contr Invl	Own Invl
DAMAGE TO PROPERTY	2	2	0	0.0	61	0	0	1	0
Totals	2	2	0	0.0	61.0	0	0	1	0

### Project Incident Details: CITY OF WESTLAKE HURRICANE LAURA ROW COLLECTION

#### DAMAGE TO PROPERTY (Count: 2)

##### PRIVATE PROPERTY-MAILBOX (Count: 1)

Incident No.	Status	Priority	Date	Emp Invl	Cont Invl	Own Invl	Location	ReportingMonitor
<a href="#">DP-2020-30961</a>	<a href="#">Active</a>	Normal	9/9/2020 5:26:00 PM	NO	NO	NO	1313 GREENROAD STREET (30.250231,-93.257046)	DARE ADEYANJU (586714)

MAILBOX DOWN BEFORE THE ARRIVAL OF THE DEBRIS TRUCK.



**Sample Report:** Incident reports are available in real-time and can be accessed at any moment.

## Final Report

Tetra Tech has extensive experience completing final reports for disaster debris removal projects. The Final Report will summarize the pre-debris removal, pre-tree removal, and post-debris and post-tree removal conditions. The Final Report typically includes the initial and final assessments, ROE, summary of quantities of materials removed, environmental sampling information, pre and post-work photographs, and final sign off.

In addition, data can be downloaded directly from the *RecoveryTrac™* system using ESRI's ArcGIS feature services. These feature services allow location base selection and download of the data contained within the selected area. *RecoveryTrac™* Fleet history, including individual route history can be downloaded and is available over the life of the project.

Upon project closeout, geospatial data will be provided in an ESRI File Geodatabase (FGDB). Non-geospatial data would be provided in Microsoft Excel format, as directed by the County. The data formats provided do not require a *RecoveryTrac™* license.

## Contractor Reconciliation

The *RecoveryTrac™* system significantly reduces the amount of time needed for a contractor to generate an invoice and for the subsequent invoice reconciliation with Tetra Tech.

To expedite contractor invoice reconciliation efforts, Tetra Tech requires copies of contracts for all primary debris contractors. After reviewing the necessary contract(s), Tetra Tech sets up the *RecoveryTrac™* database to generate transactions applicable to contract terms for tickets issued to each debris contractor. Prior to the start of debris removal operations, Tetra Tech will meet with the debris contractor(s) to review:

- The invoicing processes
- Contract services established in our database
- Tetra Tech data tools available for their use
- Any other accounting needs as tasked by the County

During this meeting, the typical components of the Tetra Tech payment recommendation will be reviewed, the process for adjustment reconciliation will be explained, and the debris contractor(s) will be trained on how to access Tetra Tech's suite of debris hauler reconciliation data reports (including reconciled transactional and live ticket data).



If *RecoveryTrac™* ADMS will be used to document the debris contractor's work, Tetra Tech will review the automated reports generated by the system to verify that the dataset is sufficient to reconcile with that contractor's subcontractors, and to generate invoices for payment by the County. If another cost tracking system will be used to document the debris contractor's work, Tetra Tech will review the work that has to be documented to verify that our staff will be able to capture the information needed for accounting and invoice review.

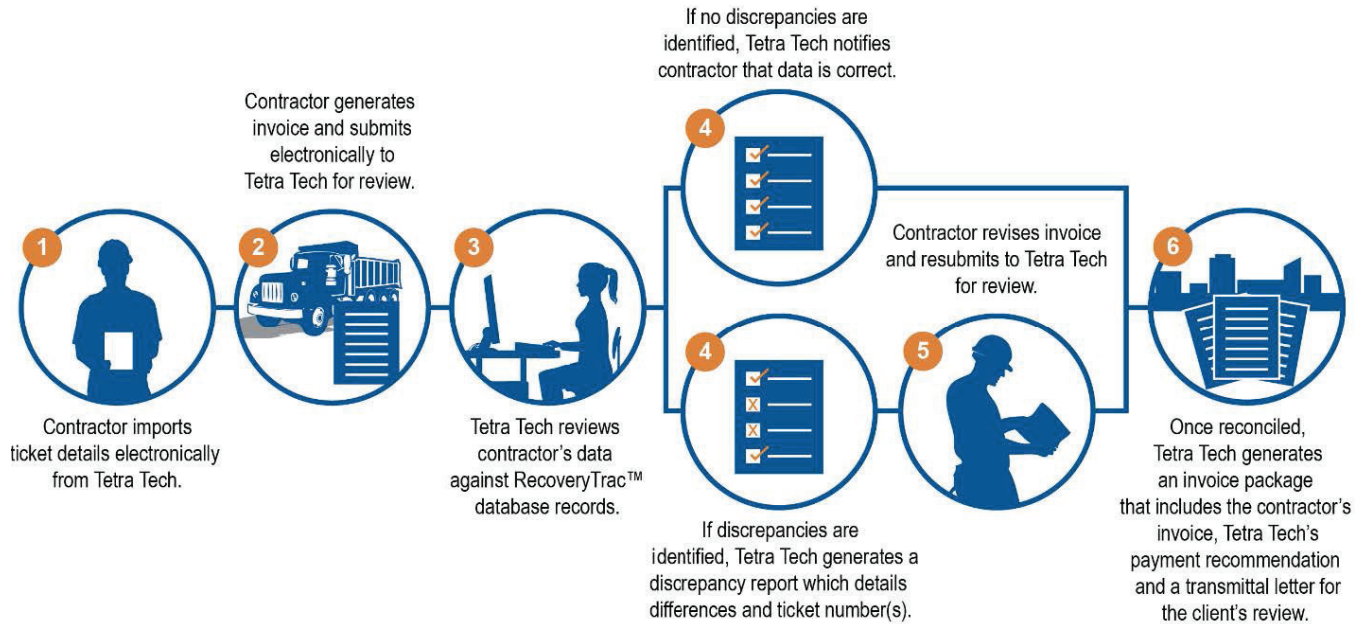
Whether using *RecoveryTrac™* ADMS or paper logs, Tetra Tech will use our *RecoveryTrac™* database to store and review data generated in the field documenting debris contractor work. Several QA and QC checks of data will occur before the dataset is ready for reconciliation with the contractor. Services related to debris contractor work order or change order charges are also tracked within the system.

Tetra Tech will submit invoices within the timeframes determined by the County. The process for contractor invoice reconciliation is as follows:

1. Debris contractor manually enters ticket detail into a contractor database or imports ticket data based on debris contractor reports.
2. Debris contractor generates an invoice for a specified period and submits the invoice and electronic backup to Tetra Tech for review.
3. Tetra Tech reviews the contractor data against *RecoveryTrac™* database records:
  - a. If no discrepancies are identified, Tetra Tech notifies the debris contractor of no discrepancies in the data set.
  - b. If discrepancies are identified, Tetra Tech generates a discrepancy report noting ticket numbers and differences between the two data sets.
4. If applicable, Tetra Tech will also perform a full reconciliation of end use/disposal facility data corresponding to debris contractor disposed debris.
5. Tetra Tech submits the discrepancy report for the debris contractor's review. The debris contractor revises its invoice based on the discrepancies and resubmits to Tetra Tech for review.
6. Once a debris contractor's invoice has been reconciled, Tetra Tech generates a payment recommendation and transmittal letter for each invoice and submits the invoice package for review by the County. Tetra Tech's invoice package includes the following:
  - a. Contractor invoice
  - b. Tetra Tech transmittal letter and payment recommendation
  - c. Cost allocation data, if applicable
7. Electronic copies of supporting documentation (i.e., load tickets, unit rate tickets, or time and material logs).

**Our invoicing process includes several real-time QA/QC checks throughout the day,** and a final daily comprehensive data analysis is performed at the close of operations. A final QA/QC check is completed when the debris contractor sends the invoice dataset to Tetra Tech for reconciliation. Incongruencies in the debris contractor's data are flagged for review and must be resolved prior to the issuance of a final invoice.

### Summary of Contractor Invoice Reconciliation Process



Tetra Tech's Payment Recommendation Reports provide summarized and reconciled totals for contractor invoices.

### Payment Recommendation Report

Thursday, December 8, 2022

#### Invoice Cover Information

Applicant: CHARLOTTE COUNTY  
 Contractor: ASHBRIIT  
 Disaster: FL - HURRICANE IAN  
 Invoiced Date Range: FROM 10/04/2022 TO 10/29/2022

Invoice Number: 2219-003A  
 Date Of Invoice: 11/06/2022  
 Gross Amount per Invoice: \$6,364,492.80  
 Amount Held in Retainage: \$0.00  
 Net Amount Invoiced for Payment: \$6,364,492.80

#### Supporting Electronic Backup Summary

Code	Matching Service Description	Invoiced Qty	Invoiced Rate	Invoiced Total
51A	C&D DEBRIS REMOVAL FROM ROW TO TDSRS	24,514.45	\$8.00	\$196,115.60
50A	VEG DEBRIS REMOVAL FROM ROW TO TDSRS	771,047.15	\$8.00	\$6,168,377.20
Total Amount of Supporting Electronic Backup Data (This amount pending reconciliation):				\$6,364,492.80
Amount Adjusted (Deducted) from Gross Invoice Total (Backup Difference):				\$0.00

#### 100% Payable Transactions:

Ticket Item	Invoiced Qty	Invoiced Rate	Invoiced	Tetra Tech Match	Resolved Date	Resolved Qty	Rate	Resolved Value	Adjustment	Reason
8884001-1	47.45	\$8.00	\$379.60	8884001	10/04/2022	47.45	\$8.00	\$379.60	\$0.00	Verified and Approved
8884002-1	53.25	\$8.00	\$426.00	8884002	10/04/2022	53.25	\$8.00	\$426.00	\$0.00	Verified and Approved
8884331-1	40.70	\$8.00	\$325.60	8884331	10/05/2022	40.70	\$8.00	\$325.60	\$0.00	Verified and Approved
8884332-1	29.20	\$8.00	\$233.60	8884332	10/05/2022	29.20	\$8.00	\$233.60	\$0.00	Verified and Approved
8884341-1	11.10	\$8.00	\$88.80	8884341	10/05/2022	11.10	\$8.00	\$88.80	\$0.00	Verified and Approved

## Project Controls

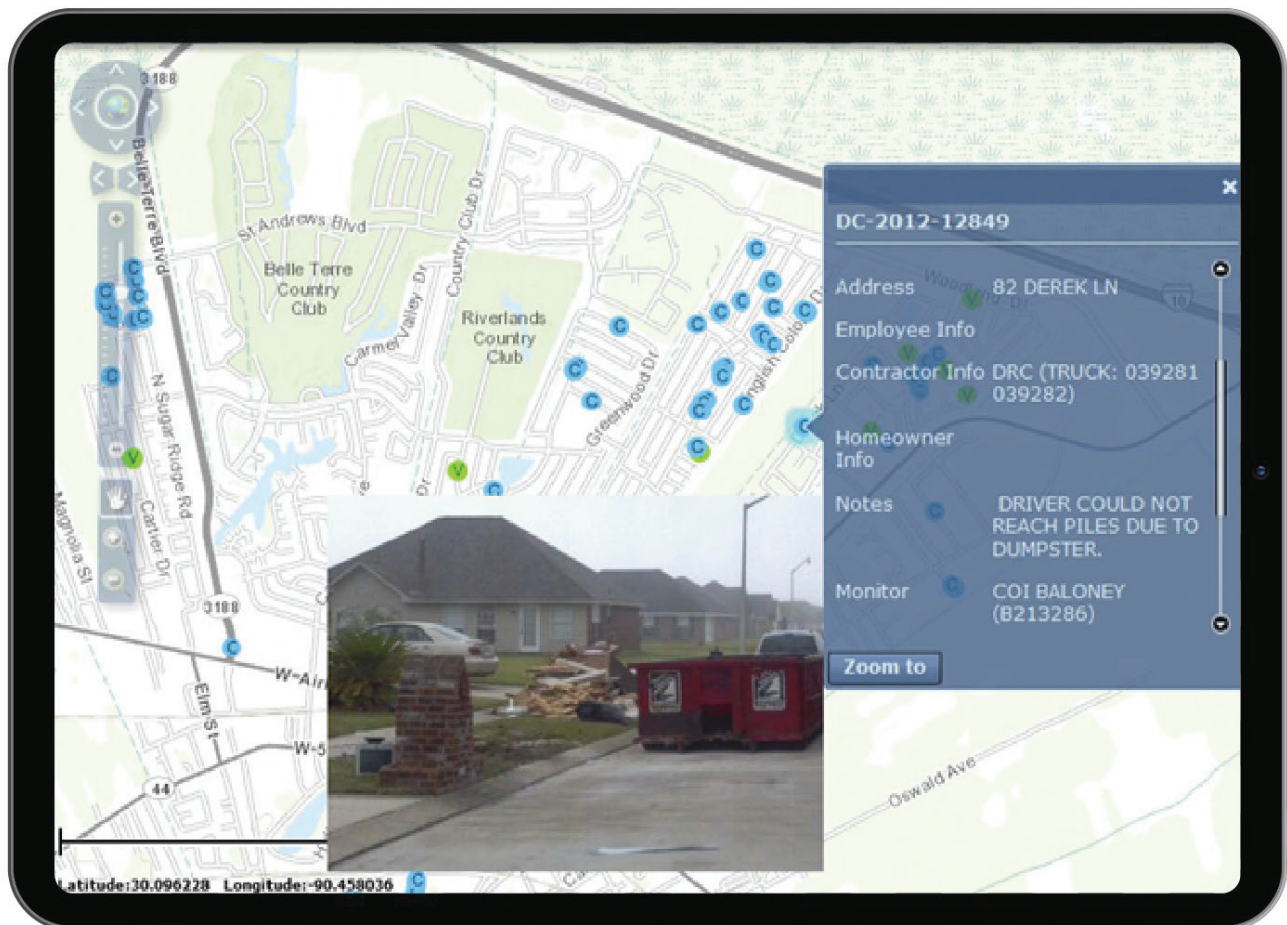
### Quality Assurance

Implementing comprehensive QA/QC protocols and technologies is critical to a debris monitoring effort. Proper QA/QC protocols reduce the amount of work associated with back-end data management, reduce invoice reconciliation timeframes, prevent fraud, and establish a sound dataset for future audits. Throughout years of experience assisting local governments with recovering from disasters and the subsequent audits, Tetra Tech has developed industry-leading QA/QC standards and protocols. The use of our ADMS technology expedites the QA/QC process and drastically reduces ticket errors that can result from traditional manual (paper and pen) debris monitoring operations. For example, monitors no longer must carry a GPS device and manually write in GPS coordinates because this is logged automatically.

Our ADMS technology expedites the QA/QC process and **drastically reduces ticket errors** that can result from traditional manual (paper and pen) debris monitoring operations.

Due to the real-time information collected by our ADMS technology, Tetra Tech can establish a virtual command center to audit project information during the collection process and correct issues as they appear. For example, our ADMS technology provides reporting and tracking on any missed debris piles. This allows Tetra Tech to improve our responsiveness to resident complaints and provide real-time tracking tools to manage removal of these missed piles to the County.

#### Missed Piles Tracking





## Safety and Health Standards

Tetra Tech’s employees are the foundation of our business and protecting them at all work sites is our highest priority. The company subscribes to the philosophy that all occupational incidents can be prevented and that no incident is treated as an acceptable event when we execute our work. To achieve this, the company’s health and safety processes are a vital and integral part of our work.

Health and safety addressed in our operations and management systems is supported by strong leadership. Tetra Tech’s leaders understand their responsibility and accountability to plan for safety and to ensure that safety measures are implemented. Preventing incidents also relies on a management system that regularly evaluates performance and identifies necessary adjustments to target continual improvement. The principal objectives of our program are codified in our written health and safety policy, which is endorsed and regularly monitored by the highest levels of our management team.



Industry Metrics for 2022 Health and Safety Performance		
<u>0.48</u>	<u>0.41</u>	<u>0.18</u>
US Experience Modification Rate (EMR) - average industry workers’ compensation claims	2022 Enterprise-Wide Total Recordable Injury Rate (TRIR)	2022 Enterprise-Wide Lost Workday Incident Rate (LWDIR)

Tetra Tech is committed to workplace safety. As such, a project-specific health and safety plan will be developed for the scope of work. Field staff assigned to the project will be trained on the health and safety plan. Additionally, Tetra Tech project managers have completed the Occupational Safety and Health Administration (OSHA) Disaster Site Worker course and have their 10-hour Construction Safety Certification.

During a debris recovery operation, Tetra Tech project managers and supervisors routinely examine the safety of field and debris staging site operations and have the authority to shut down unsafe operations. Debris staging site monitors are equipped with the appropriate personal protective equipment, which may include hard hats, appropriate footwear, reflective vests, hearing protection, and eye protection. Additionally, Tetra Tech project managers conduct regular tailgate safety sessions with their field employees to alert them of potential work hazards and review safe work practices.

Tetra Tech has incorporated **COVID-19 awareness and safety procedures** into all project Health and Safety Plans since the start of the pandemic. These protocols will be incorporated into the project Health and Safety protocols to support the County in slowing the spread of COVID-19.

## Fraud Prevention

Several practices are used to prevent debris haulers from committing fraud both in the field and remotely by real-time data monitoring. At DMS locations, Tetra Tech disposal monitors or supervisors will randomly recertify a previously certified truck. Recalculating the truck hauling capacity helps verify that the original work was accurate and that nothing has been altered since certification. Additionally, ADMS technology displays a photo of the truck as a ticket is scanned by the disposal monitor. This makes it nearly impossible for a debris hauler to switch truck certifications between trucks or alter their truck configuration (i.e., remove sideboards).

Fraud prevention reports are run daily to identify data anomalies that may be a result of fraud. The load call report shows all load calls for a given day/monitor to confirm no trucks are receiving extraordinarily high load calls. The load ticket report and unit rate daily ticket report determine if monitors are issuing an excessive number of tickets in relation to the average number of tickets per day. The *RecoveryTrac™* system includes built-in project controls that alert the data manager to anomalies that may be indicative of fraud. For example, the following data features are flagged:

- **Truck Turn-Around-Time.** The time between last pick-up location and arrival of a truck at the DMS is tracked. A time that is too short may indicate that the debris hauler is not filling the vehicle to capacity.

- **Out-of-Bounds.** The municipality boundaries are programmed geospatially to confirm that debris pick-up remains within the eligible bounds of the County.
- **Debris Type.** Discrepancies between the debris type noted by the collection monitor and the debris type noted by the disposal monitor are flagged for review.

## Training

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In disaster response and recovery, training is not one-size-fits-all. Tetra Tech customizes formal trainings to the duties of each new employee, and hosts trainings in the Hiring Center with a Tetra Tech certified trainer. These trainings include modules specific to each client's needs and requirements, complete with information to ensure accurate field monitoring and ADMS implementation. By using interactive qualifying tools throughout training modules, Tetra Tech helps trainees better retain information while also screening and selecting the most qualified personnel as field monitors.

To properly instruct newly hired employees, Tetra Tech has developed a training program that includes modules specific to the County. These modules are complete with the information required to facilitate accurate field monitoring and ADMS implementation. Tools included in the training modules assist with the retention of the material and assist Tetra Tech in screening and selecting the most qualified personnel for the monitoring task. Training module topics include truck certification, load site monitor responsibilities, disposal monitor responsibilities, hazardous trees monitor responsibilities, and field supervisor responsibilities. Project managers, data managers, and operations managers follow standard operating procedures and protocols established in our concept of operations plan.

## Tab 4 – References

The following projects are a representative sample of our experience and accomplishments in performing services that are similar in scope, complexity, and magnitude to the County within the past 5 years. **A complete list of similar contracts in the last 5 years can be found in TAB 3 – Experience and Qualifications, starting on page 17.**

### What do our clients say?

#### Efficiency and Agility

"Tetra Tech's experienced project management and efficient working relationship with the City's hauler firm made it possible to accommodate the fluctuating needs for staffing and resources. As such, the City of Alexandria was one of the first municipalities of its size to complete debris removal operations following Hurricane Laura. Based on Tetra Tech's efficiency and agility, they have my recommendation for disaster debris services."

-Darren Green, City of Alexandria, Louisiana

#### Speed, Accuracy, and Transparency

"We are very thankful for the transparency into project operations and the speed and accuracy of the progress reports provided to help the Parish maintain abreast of the project's progress. Tetra Tech's real-time reporting and geoportal capabilities were integral in keeping us informed. Tetra Tech staff were attentive and responsive to our inquiries and displayed a high-level of professionalism. Throughout the project, it was evident that your team had the experience and expertise needed to successfully complete our debris management program and assist with FEMA reimbursement."

-Huey Bryan Borill, Acadia Parish Police Jury, Louisiana

#### Professionalism Matched by None

"Tetra Tech was quickly onsite and ready to move into action with a professionalism matched by none. Tetra Tech's management team worked hand in hand with our contractors, county crews and county staff to ensure that all FEMA compliance requirements were held to exemplary status, paying special attention to details, and the unique needs of our county and our citizens. Your entire team demonstrated outstanding skills for disaster recovery management, and I will attest to their superior management skills and team work. Tetra Tech's diligence, initiative, and assertiveness with all contractors, FEMA, and our own staff contributed to the success of our hazardous tree removal program."

-Clara Beckett, Bastrop County, Texas

#### Untiring Efforts and Expertise

"The initial contact and support provided by your entire team was outstanding... Immediately upon their arrival, they integrated with our County task force, which was comprised of Emergency Manager and Public Works Division personnel, and constantly provided essential guidance. The support you provided in terms of FEMA requirement interpretation, and overall project management was always reassuring to our task force. Most importantly, the Tetra Tech team worked extremely well with our debris collection contractor – CERES, and our FEMA mission assigned USACE representatives... The Tetra Tech teams' untiring efforts and expertise are most likely one of the reasons the county successfully completed the 45-day emergency debris removal operation – on time and in budget."

-John Agan, Hamilton County, Tennessee



# St. Johns County, Florida

Tetra Tech has been serving St. Johns County Public Works for nearly 15 years – including the development of the County’s disaster debris management plan and providing debris monitoring services for multiple disaster events.

In 2022, Tetra Tech was activated by St. Johns County for disaster debris monitoring services following Hurricane Ian. Tetra Tech deployed within hours of the storms passing and based on our extensive experience with the County were able to stand up a debris monitoring operation within 48 hours. We assisted the County in monitoring over 45,000 cubic yards of vegetative and construction and demolition (C&D) debris, including the documentation and pickup of private property debris removal (PPDR) within gated communities. The PPDR program was essential given that approximately 40% of the roadway lane miles in St. Johns County are private roads.

St. Johns County called on our team again when Hurricane Irma caused flooding, wind damage, and beach erosion in 2017. Our team mobilized to the County immediately following the storm and hired over 60 local monitors to conduct debris monitoring operations. Tetra Tech monitored the removal of nearly 675,000 CYs of disaster-generated debris from the public ROW. Additionally, we monitored and provided documentation for the removal of over 2,000 hazardous hanging limbs and leaning trees. In addition, Tetra Tech provided support to the County in preparing its packages for FEMA reimbursement through the Grants Portal system.

Hurricane Matthew impacted St. Johns County on October 7, 2016, leaving a trail of wind and flooding destruction behind. Our team mobilized in the immediate aftermath of the storms impact, hiring nearly 50 local monitors to manage and document the County’s debris removal efforts. This included the staffing of seven temporary debris management sites (DMS) throughout the County – five for vegetative debris and two that accepted C&D debris.

In addition to right-of-way (ROW) debris removal, our team assisted the County with private property debris removal (PPDR) and beach debris removal programs. The beach debris removal program was equally as important as County-maintained beaches were littered with beach walk-over debris (treated lumber) and these beaches are a major tourism draw for the County. In total, the Tetra Tech team monitored the removal of **over 720,000 cubic yards of debris and over 800 hazardous hanging limbs and leaning trees.**

## CLIENT

St. Johns County, Florida

## DURATION

**Hurricane Matthew:** October 2016 – March 2017

**Hurricane Irma:** September 2017 – January 2018

**Hurricane Ian:** September 2022 – December 2022

## PROJECT SIZE (CYS)

**Hurricane Matthew:** 722,126

**Hurricane Irma:** 675,155

**Hurricane Ian:** 46,368

## COST

**Hurricane Matthew:** \$1,303,000

**Hurricane Irma:** \$2,072,404 (NTE)

**Hurricane Ian:** \$293,669

## REFERENCES

### Greg Caldwell, MPA, Public Works Director

St. Johns County Public Works Department

2740 Industry Center Rd.

St. Augustine, FL 32084

(904) 209-0132 (office)

(904) 669-5221 (mobile)

gcaldwell@sjcfl.us

# Okaloosa County, Florida

Okaloosa County, Florida, is located in the Florida Panhandle along the Emerald Coast. The County is split between the coastal tourism areas in the south, with one of the largest military installations (Eglin Air Force Base) in the central sections of the County, as well as a largely rural area in the northern section of the County.

On September 16, 2020, Hurricane Sally made landfall near the Florida/Alabama border as a Category 2 hurricane. The storm resulted in substantial damage to Baldwin County, AL, Escambia County, FL, and Santa Rosa County, FL. Being approximately 75 miles to the east of the landfall location, Okaloosa County was largely spared from major damage. However, the storm did generate a significant amount of debris, considering the distance from landfall. After an initial damage assessment, the County was unsure whether they would activate its debris contractor. However, after approximately a week of residents bringing their debris to the right of way, it became apparent that the quantity of debris that had been generated was too extensive for its contract waste hauler to handle. As a result, the County activated its contract disaster debris hauler as well as Tetra Tech to provide debris monitoring services.

Hurricane Sally generated approximately 30,000 cubic yards of debris in Okaloosa County. Tetra Tech began our work by assisting the County to conduct a debris damage assessment to eliminate areas of the County that were not significantly impacted and did not require debris management services. Several survey teams covered the entire County and were able to isolate various areas of the County that would require debris collection. Tetra Tech's geoportal was a highly utilized tool throughout this fringe storm event. The survey Tetra Tech provided was also placed on the geoportal with each pin containing a picture for every single debris pile throughout the county. As the trucks made their way throughout the county, the ability to visualize the cleanup effort and its path through the city was an invaluable tool.

Tetra Tech certified several debris contractors and waste hauler collection vehicles and assisted in directing crews to the areas of the County with concentrated debris. Tetra Tech provided collection debris monitors for the debris hauling crews, as well as debris management site monitors for one vegetative site. One obstacle that slowed down the progress was that all the construction and demolition material had to be directly hauled to the Santa Rosa County Landfill, which was over two hours round trip. Following this, Tetra Tech worked with Okaloosa County to ensure that they had multiple debris management sites throughout the County that could also accept construction and demolition material temporarily in the event of future storms.

Throughout the cleanup efforts, Tetra Tech set up and managed a citizens' debris hotline where residents could call to inquire about disaster debris management services. Tetra Tech provided the County as well as the complainant with updates and resolutions to each of the citizen complaints through an extensive spreadsheet that followed every call to its conclusion. This proved to be very helpful to the County to help mitigate complaints.

## CLIENT

Okaloosa County, Florida

## DURATION

September – November 2020

## PROJECT SIZE

30,794 CYs

## COST

\$203,855

## REFERENCE

### Jim Reece, Solid Waste Manager

84 Ready Avenue  
Ft. Walton Beach, FL 32548

(850) 978-1063

[jreece@co.okaloosa.fl.us](mailto:jreece@co.okaloosa.fl.us)

# Town of Hilton Head Island, South Carolina

The Town of Hilton Head Island is a popular vacation destination, featuring 12 miles of beachfront on the Atlantic Ocean. Due to its location on the South Carolina coastline, the Town is vulnerable to tropical storms and hurricanes during the summer and fall months. As a result, since 2009, Tetra Tech has held the Town's disaster debris monitoring contract and has met with the Town every year to discuss disaster recovery cleanup priorities, procedures, and requirements.

In October 2016, the Town took a serious blow as the eye of Hurricane Matthew passed 20 miles to the east. Hurricane Matthew's heavy rains caused power outages, flooding, and extensive damage making parts of the island inaccessible by vehicle.

Within hours of the disaster, Tetra Tech's project manager was on site to assess the damage and meet with Town officials. Upon notice to proceed, Tetra Tech mobilized a local team of debris monitors and established our automated debris management system (ADMS) for the Town to provide real-time updates on the debris removal operations. In total, **our team monitored the removal of 2,187,080 cubic yards of debris.**

## CLIENT

Town of Hilton Head Island,  
South Carolina

## DURATION

October 2016 – June 2017

## COST

\$2,845,353

## CUBIC YARDS

2,187,080 CYs

## REFERENCES

### Jeffrey S. Buckalew, PE, Town Engineer

Town of Hilton Head Island  
1 Town Centre Court  
Hilton Head Island, SC 29928  
Phone: (843) 341-4772  
Mobile: (843) 384-5142  
Fax: (843) 842-8587  
[jeffb@hiltonheadislandsc.gov](mailto:jeffb@hiltonheadislandsc.gov)



# City of Melbourne, Florida

The City of Melbourne is in southern Brevard County, southeast of Orlando on Florida's east coast, and covers 44.92 square miles. The City of Melbourne borders the Indian River Lagoon and includes a small section on a barrier island.

**Hurricane Irma** hit the City in September 2017 with 42 mph sustained winds, 75 mph wind gusts, and 11.82 inches of rain. Upon notice to proceed, Tetra Tech began working with the City and the City's debris hauler to prepare for operations. Our project management team hired more than **60 local debris monitors** to document the removal of disaster debris throughout the City's rights-of-way. In total, Tetra Tech monitored the removal of **more than 111,170 cubic yards of disaster debris**.

**Hurricane Ian** hit Melbourne at the end of the hurricane season in 2022. Tetra Tech mobilized to assist in the response and removal for the City. In total, Tetra Tech monitored the removal of more than **25,000 CYs of debris from the City's Right of Way**.

## CLIENT

City of Melbourne, Florida

## DURATION

**Irma:** September 2017 – January 2018

**Ian:** October 2022 – December 2022

## PROJECT SIZE

**Irma:** 111,176 CYs

**Ian:** 25,852 CYs

## COST

**Irma:** \$1,691,432

**Ian:** \$232,152

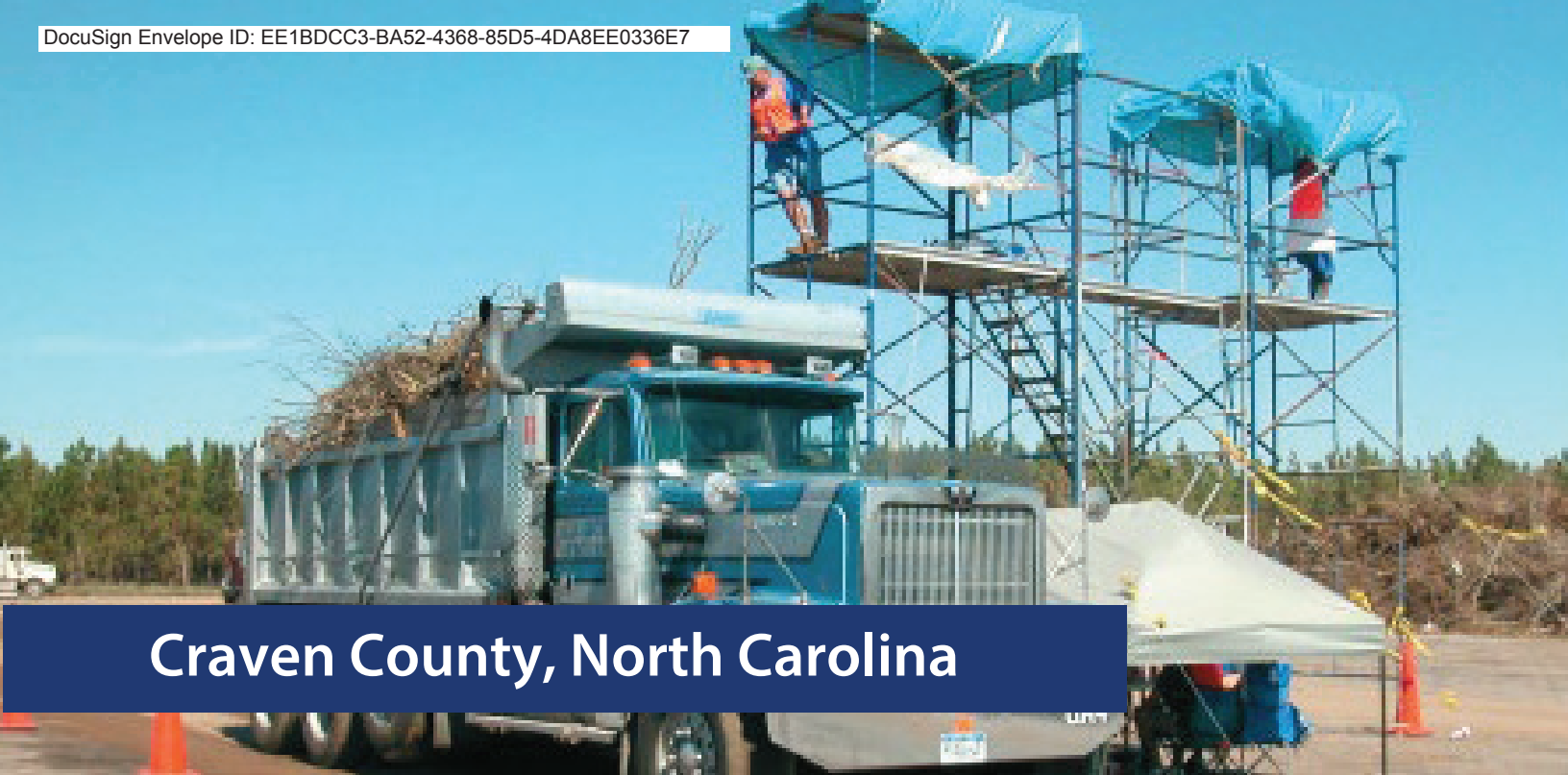
## REFERENCE

**Ms. Jennifer Wilster,**  
**Environmental Community**  
**Outreach Manager**

(321) 608-5080

jennifer.wilster@mlbfl.org





# Craven County, North Carolina

Settled along the Neuse River, Craven County is located in the coastal plain region of North Carolina. The County consists of 774 square miles of land, which includes 65 square miles of water. The County has a population of 104,147 and includes roughly 38,150 housing units.

In September of 2018, Hurricane Florence swept across Craven County, causing significant damages throughout the County. Flooding, winds, and heavy rain resulted in damage to over 4,500 residential structures and 300 commercial buildings, road closures, downed powerlines, and disaster debris.

Within 48 hours of the storm’s impact, Tetra Tech began gathering damage assessment information and mobilized our management team to begin the process of certifying (measuring) debris removal vehicles, hiring and training local staff, surveying debris management sites, and implementing protocols and procedures to ensure maximum reimbursement for the County. Tetra Tech assisted the County in documenting not only the contracted debris hauler’s production, but also the quantities brought to the County’s seven residential drop-off sites. Additionally, Tetra Tech assisted the County with tracking and segregating debris collected from County municipalities and brought to a shared, County-managed debris management site.

In addition to debris collection monitoring on public roads, Tetra Tech was also tasked with assisting in the administration of the County’s FEMA-approved private property debris removal program. Tetra Tech worked with private road owners and County staff to execute right-of-entry agreements and track debris separately from public road debris collection.

Tetra Tech monitored and documented all debris removal and disposal activities using *RecoveryTrac™*, our proprietary ADMS. All collection information, progress tracking, and supporting documentation (e.g., pictures and GPS coordinates) were made available to the County via its unique portal in real time, allowing the County full transparency into recovery operations.

**CLIENT**

Craven County, North Carolina

**DURATION**

September 2018 – January 2019

**PROJECT SIZE**

59,800 CYs

**COST**

\$414,147

**REFERENCE**

**Steven Aster, Solid Waste Director**

Public Works Department  
406 Craven Street  
New Bern, NC 28560

(252) 658-7179

saster@cravencountync.gov

# Tab 5 – Rate Schedule

To the extent the County requests Tetra Tech’s assistance for disaster debris monitoring services, the following hourly billing rates will apply. The hourly rates are fully burdened to include all applicable overhead, profit, and standard travel expenses.

**Schedule of Hourly Rates for Disaster Debris Monitoring Services**

Personnel Description	Hourly Rate
Project Manager	\$75.00
Field Supervisors	\$48.00
Debris Monitor	\$34.50

## Tab 6 – Attachments/Administrative Information

On the following pages, Tetra Tech has completed and provided the following required attachments as follows:

- Proper and Valid Licensing to conduct business in the State of Florida
- Current Applicable Certifications
- Addendum Acknowledgement (Attachment A)
- Public Entities Crimes Statement (Attachment B).
- Experience of Responder (Attachment C)
- Drug Free Workplace Certificate (Attachment D)
- E-verify Affidavit (Attachment F)
- Certificate of Insurance (proof of current coverage)

# *State of Florida*

## *Department of State*

I certify from the records of this office that TETRA TECH, INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on April 28, 1988.


The document number of this corporation is P19034.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 12, 2023, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Twelfth day of January, 2023*



  
*Secretary of State*

Tracking Number: 8116527869CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>





# TETRA TECH, INC.

Unique Entity ID <b>LMRMKLLL3LG5</b>	CAGE / NCAGE <b>078E8</b>	Purpose of Registration <b>All Awards</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Sep 21, 2023</b>	
Physical Address <b>3475 East Foothill Boulevard Pasadena, California 91107-6024 United States</b>	Mailing Address <b>3475 East Foothill Boulevard Pasadena, California 91107-6024 United States</b>	

## Business Information

Doing Business as <b>(blank)</b>	Division Name <b>Tetra Tech, Inc.</b>	Division Number <b>(blank)</b>
Congressional District <b>California 27</b>	State / Country of Incorporation <b>Delaware / United States</b>	URL <b>http://www.tetrattech.com/</b>

## Registration Dates

Activation Date <b>Sep 23, 2022</b>	Submission Date <b>Sep 21, 2022</b>	Initial Registration Date <b>Feb 20, 2002</b>
--	--	--

## Entity Dates

Entity Start Date <b>Feb 1, 1988</b>	Fiscal Year End Close Date <b>Sep 30</b>
---	---

## Immediate Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

## Highest Level Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

## Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

**No**

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

**Not Selected**

## Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

**Yes**

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

**Yes**

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

**No**

## Exclusion Summary

DocuSign Envelope ID: EE1BDCC3-BA52-4368-85D5-4DA8EE0336E7

Active Exclusions Records?

**No****SAM Search Authorization**

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

**Yes****Entity Types****Business Types**

Entity Structure

**Corporate Entity (Not Tax Exempt)**

Entity Type

**Business or Organization**

Organization Factors

**(blank)**

Profit Structure

**For Profit Organization****Socio-Economic Types**

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

**Financial Information**

Accepts Credit Card Payments

**Yes**

Debt Subject To Offset

**No**

EFT Indicator

**0000**

CAGE Code

**078E8****Electronic Funds Transfer**

Account Type

**Checking**

Routing Number

**\*\*\*\*\*0248**

Lock Box Number

**1654**

Financial Institution

**WELLS FARGO BANK, NA**

Account Number

**\*\*\*\*\*60325****Automated Clearing House**

Phone (U.S.)

**6269196620**

Email

**tes.cashapps@tetrattech.com**

Phone (non-U.S.)

**(blank)**

Fax

**6269192909****Remittance Address****TETRA TECH, INC.****3475 East Foothill Boulevard****Pasadena, California 91107****United States****Taxpayer Information**

EIN

**\*\*\*\*\*8514**

Type of Tax

**Applicable Federal Tax**

Taxpayer Name

**TETRA TECH INC**

Tax Year (Most Recent Tax Year)

**2020**

Name/Title of Individual Executing Consent

**Director**

TIN Consent Date

**Sep 21, 2022**

Address

**3475 East Foothill BLVD****Pasadena, California 91107**

Signature

**Barbara Petersen****Points of Contact****Accounts Receivable POC****Aleah Lazo, AR MANAGER****aleah.lazo@tetrattech.com****6263514664**

**Electronic Business**

  
**BARBARA PETERSEN**  
 barbara.petersen@tetrattech.com  
 6264702407

**3475 East Foothill Boulevard**  
**Pasadena, California 91107**  
**United States**

DEBRA BROWNLIE  
 debra.brownlie@tetrattech.com  
 6264702562

3475 East Foothill Boulevard  
 Pasadena, California 91107  
 United States

**Government Business**

  
**BARBARA PETERSEN, DIRECTOR**  
 barbara.petersen@tetrattech.com  
 6264702407

**3475 East Foothill Boulevard**  
**Pasadena, California 91107**  
**United States**

DEBRA BROWNLIE  
 debra.brownlie@tetrattech.com  
 6264702562

3475 East Foothill Boulevard  
 Pasadena, California 91107  
 United States

**Past Performance**

  
**BARBARA PETERSEN**  
 barbara.petersen@tetrattech.com  
 6264702407

**3475 East Foothill Boulevard**  
**Pasadena, California 91107**  
**United States**

HA LY  
 ha.ly@tetrattech.com  
 9093825139

301 E. Vanderbilt WAY  
 STE. 450  
 San Bernardino, California 92408  
 United States

**Security Information**

Company Security Level  
**Government Secret**

Highest Level Employee Security Level  
**Government Top Secret**

**Service Classifications****NAICS Codes**

Primary	NAICS Codes	NAICS Title
<b>Yes</b>	<b>541330</b>	<b>Engineering Services</b>
	<b>237990</b>	<b>Other Heavy And Civil Engineering Construction</b>
	<b>334511</b>	<b>Search, Detection, Navigation, Guidance, Aeronautical, And Nautical System And Instrument Manufacturing</b>
	<b>541310</b>	<b>Architectural Services</b>
	<b>541320</b>	<b>Landscape Architectural Services</b>
	<b>541380</b>	<b>Testing Laboratories</b>
	<b>541420</b>	<b>Industrial Design Services</b>
	<b>541511</b>	<b>Custom Computer Programming Services</b>
	<b>541512</b>	<b>Computer Systems Design Services</b>
	<b>541611</b>	<b>Administrative Management And General Management Consulting Services</b>
	<b>541620</b>	<b>Environmental Consulting Services</b>
	<b>541690</b>	<b>Other Scientific And Technical Consulting Services</b>
	<b>541715</b>	<b>Research And Development In The Physical, Engineering, And Life Sciences (Except Nanotechnology And Biotechnology)</b>
	<b>541820</b>	<b>Public Relations Agencies</b>
	<b>541990</b>	<b>All Other Professional, Scientific, And Technical Services</b>
	<b>562112</b>	<b>Hazardous Waste Collection</b>
	<b>562910</b>	<b>Remediation Services</b>
	<b>712120</b>	<b>Historical Sites</b>

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)  
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
\$3,200,000,000.00	21000

Location

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
(blank)	(blank)

Industry-Specific

Barrels Capacity	Megawatt Hours	Total Assets
(blank)	(blank)	(blank)

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response


Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	(blank)

States	Counties	Metropolitan Statistical Areas
Any	(blank)	(blank)



**ATTACHMENT A**  
**ADDENDA ACKNOWLEDGMENT**

<p>Acknowledgment is hereby made of receipt of RFP addenda issued during the solicitation period.</p>	<p>Addendum # <u>1</u> through # <u>1</u></p> <p>Date: May 8, 2023</p>
<p>Signature of Person Completing:</p> <p style="text-align: center;"></p>	
<p>Printed Name:</p> <p>Jonathan Burgiel</p>	<p>Title:</p> <p>Business Unit President</p>

>>>Failure to submit this form may disqualify your response<<<



**NASSAU COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
Procurement Department  
96135 Nassau Place, Suite 2  
Yulee, Florida 32097  
Ph: 904-530-6040

**REMINDER: This addendum must be acknowledged, signed and returned with your proposal. Failure to comply may result in disqualification of your submittal.**

TO: All Proposers  
FROM: Lanaee Gilmore, Procurement Director  
SUBJECT: Addendum #1  
Request for Proposals Number NC23-034  
Hurricane/Disaster - Field Debris Monitoring  
DATE: May 8, 2023

This addendum is hereby incorporated into the solicitation documents of the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to, and shall take precedence over, the original documents.

### Questions and Answers

1. Section 35. Notices - Will the County consider email with delivery receipt to communicate notices?

*Answer: Yes.*

2. Please confirm that this bid, NC23-034RFP, corresponds with NC23-046-RFP, the number on the provided documents, which carries the same name but otherwise does not exist on PlanetBids.

*Answer: NC23-034 is the correct RFP number, NC23-046 is a typo. Revised cover page is included with this addendum.*

**The solicitation due date and opening time remains: May 18, 2023 at 10:00 AM EST**

Attachment: Revised Cover Page for NC23-034.

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**ACKNOWLEDGMENT IS HEREBY MADE OF RECEIPT OF THIS ADDENDUM**

Vendor/Company Name Tetra Tech, Inc.

Vendor Signature: \_\_\_\_\_

A handwritten signature in blue ink, appearing to read "Jonathan Beyer", is written over a horizontal line.

Date: 05/17/2023

**End of Addendum #1**

**ATTACHMENT B**  
**SWORN STATEMENT**  
**UNDER FLORIDA STATUTE 287.133(3)(a) ON PUBLIC ENTITY CRIMES**

**TO BE RETURNED WITH RESPONSE**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Response, Proposal or Contract for Tetra Tech, Inc..
2. This sworn statement is submitted by Tetra Tech, Inc.  
(entity submitting sworn statement), whose business address is 2301 Lucien Way, Ste. 120 Maitland, FL 32751 and its  
Federal Employee Identification Number (FEIN) is 95-4148514. (If the entity  
has no FEIN, include the Social Security Number of the individual signing this sworn statement:  
\_\_\_\_\_.)
3. My name is Jonathan Burgiel (please print name of individual  
signing), and my relationship to the entity named above is Business Unit President.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any response or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
  - a) A predecessor or successor of a person convicted of a public entity crime; or
  - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not to fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which responds or applies to response on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

- X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- \_\_\_\_\_ The entity submitting this sworn statement, or one of more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)
- \_\_\_\_\_ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
- \_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)
- \_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

  
Signature

05/17/2023

Date

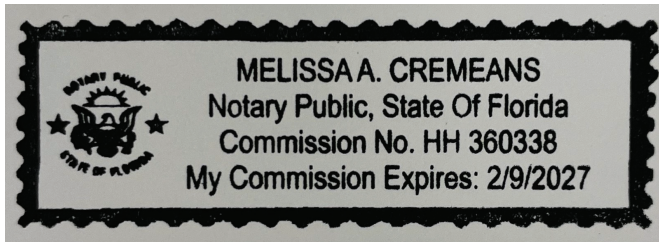
State of: Florida

County of: Orange

Sworn to (or affirmed) and subscribed before me by means of X physical presence or \_\_\_\_\_ online notarization, this 17 day of May, 20 23 by Jonathan Burgiel who is X personally known to me or \_\_\_\_\_ produced \_\_\_\_\_ as identification.

  
Notary Public





My commission expires: 02/09/2027

**ATTACHMENT C****Experience of Respondent**

The following questionnaire shall be answered by the respondent for use in evaluating the response to determine the lowest, responsive, and responsible respondent, meeting the required specifications.

1. FIRM NAME: Tetra Tech, Inc.  
 Address: 2301 Lucien Way, Suite 120  
 County/State/Zip: Maitland, FL 32751  
 Phone: 321-441-8500 Email: TDR.Contracts@tetrattech.com  
 Name of primary contact responsible for work performance: Jonathan Burgiel  
Business Unit President Phone: \_\_\_\_\_ Cell Phone: 407-803-2551  
 Email: TDR.Contracts@tetrattech.com
  
2. **INSURANCE:**  
 Surety Company: Zurich American Insurance Company  
 Agent Company: AON Risk Insurance Services West, Inc.  
 Agent Contact: Rosa E. Rivas  
 Total Bonding Capacity: \$ \$350M+ Value of Work Presently Bonded: \$ Approx. \$9M related to Hurricane Ian debris monitoring services
  
3. **EXPERIENCE:**  
 Years in business: 56 Years  
 Years in business under this name: 56 Years  
 Years performing this type of work: 25 Years  
 Value of work now under contract: Approx. \$339M related to debris monitoring services (Hurricane Ian, CA Fires, TX Winter Storm, AR Tornadoes)  
 Value of work in place last year: Approx. \$364M related to debris monitoring services (Hurricane Ian, CA Fires, VA Winter Storm)  
 Percentage (%) of work usually self-performed: 100% unless a Local M/W/DBE is required  
 Name of sub-vendors you may use: Tetra Tech does not anticipate using sub-vendors on this contract.  
 Has your firm: Failed to complete a contract: \_\_\_\_\_ Yes X No  
 Been involved in bankruptcy or reorganization: NO  
 Yes \_\_\_\_\_ No Pending judgment claims or suits against firm: \_\_\_\_\_ Yes X No

\*Continues on Next  
Page\*

**4. PERSONNEL**

How many employees does your company employ: 11,293 employees in the United States

Position/Category (List all)	Full-time	Part-time
Management	1,684	
Professionals	5,170	
Technicians	1,123	
Administrative Support Workers	626	
Craft Workers	49	
Operatives	244	
Laborers and Helpers	51	
Service Workers	2,346	

**5. WORK EXPERIENCE:**

List your three (3) most significant commercial accounts where the contract was similar in scope and size to this response.

Reference #1:

Company/Agency Name: St. Johns County, Florida

Address: 2740 Industry Center Rd. St. Augustine, FL 32084

Contract Person: Greg Caldwell, MPA, Public Works Director

Phone: 904-209-0132 Email: gcaldwell@sjcfl.us

Project Description: Disaster Debris Monitoring Services - Multiple Disasters

Contract \$ Amount: Hurricane Matthew: \$1,303,000, Hurricane Irma: \$2,072,404 (NTE), Hurricane Ian: \$293,669

Date Completed: Hurricane Matthew: March 2017, Hurricane Irma: January 2018, Hurricane Ian: December 2022

Reference #2:

Company/Agency Name: Okaloosa County, Florida

Address: 84 Ready Avenue Ft. Walton Beach, FL 32548

Contract Person: Jim Reece, Solid Waste Manager

Phone: 850-978-1063 Email: jreece@co.okaloosa.fl.us

Project Description: Disaster Debris Monitoring Services - Hurricane Sally

Contract \$ Amount: \$203,855

Date Completed: November 2020

Reference #3:

Company/Agency Name: Craven County, North Carolina

Address: 406 Craven Street New Bern, NC 28560

Contract Person: Steven Aster, Solid Waste Director

Phone: 252-658-7179 Email: saster@cravencountync.gov

Project Description: Disaster Debris Monitoring Services

Contract \$ Amount:

\$414,147

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Date Completed:

January 2019

---

**REMINDER:**

**THIS FORM IS TO BE INCLUDED WITH RESPONSE. FAILURE TO SUBMIT ALONG  
WITH RESPONSE MAY BE CAUSE FOR DISQUALIFICATION.**





**Zurich North America Surety**

Phone 213-270-0803

777 S. Figueroa Street, Suite 3900  
Los Angeles, CA 90017

Fax 213-270-0845

May 16, 2023

Attn: Nassau County Board of County Commissioners  
96135 Nassau Pl., Suite 1  
Yulee, FL 32097

RE: Tetra Tech, Inc.  
Surety Reference Letter  
Request for Proposal for Hurricane/Disaster – Field Debris Monitoring

To Whom It May Concern:

Zurich American Insurance Company ("Zurich") acts as surety for Tetra Tech, Inc. ("Tt") and its contracting matters. Zurich enjoys the A.M. Best's Guide rating of A+XV respectively and is listed in the Federal Register as a surety acceptable for Federal projects, and is a licensed, admitted surety in all fifty United States.

Tt is an organization, which has in the past obtained construction contracts in excess of \$350,000,000 in size with an aggregate bond capacity of approximately \$750,000,000. The statement of these values is neither a commitment nor a limitation of the bonding capacity of Tt. At the request of Tt, Zurich will give favorable consideration to providing the required performance and payment bonds.

Please note that the decision to issue performance and payment bonds is a matter between Tt and Zurich and will be subject to underwriting at the time of the final bond request, which will include but not limited to the acceptability of the contract documents, bond forms and financing.

Sincerely,

ZURICH AMERICAN INSURANCE COMPANY

A handwritten signature in black ink, appearing to read 'B. Aleman', is written over the company name.

B. Aleman, Attorney-in-Fact

*A member of the Zurich Financial Services Group*

**ATTACHMENT D**  
**DRUG FREE WORKPLACE CERTIFICATE**

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that (print or type name of firm)

Tetra Tech, Inc.

---

1. Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
3. Gives each employee engaged in providing commodities or contractual services that are under response or proposal, a copy of the statement specified above.
4. Notifies the employees that as a condition of working on the commodities or contractual services that are under response or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
5. Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Makes a good faith effort to continue to maintain a drug free workplace through the implementation of a drug free workplace program.

[Remainder of the page intentionally blank.]

"As a person authorized to sign a statement, I certify that the above-named business, firm, or corporation complies fully with the requirements set forth herein."



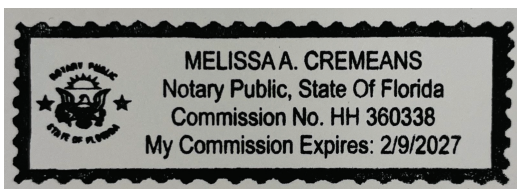
Authorized Signature

May 17, 2023

Date Signed

State of: FloridaCounty of: Orange

Sworn to (or affirmed) and subscribed before me by means of X physical presence or \_\_\_\_\_  
online notarization, this 17 day of May, 20 23 by  
Jonathan Burgiel who is X personally known to me or \_\_\_\_\_  
produced \_\_\_\_\_ as identification.

  
Notary Public

My commission expires:  
02/09/2027

**ATTACHMENT F**  
**NASSAU COUNTY E-VERIFY FORM UNDER**  
**SECTION 448.095, FLORIDA STATUTES**

Project Name: Hurricane/Disaster - Field Debris Monitoring

Bid No./Contract No.: NC23-034

**DEFINITIONS:**

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify System” means an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

**Effective January 1, 2021, Contractors, shall register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:**

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with Nassau County. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with Nassau County; and
- c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Florida Statutes, “Employment Eligibility”, as amended from time to time. This includes, but is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. The Contractor shall also execute the attached affidavit



(Attachment "A") attesting that the Contractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract; and

- d) Contractor shall also require all subcontractors to execute the attached affidavit (Attachment "B") attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

#### **CONTRACT TERMINATION:**


- a) If Nassau County has a good faith belief that a Contractor has knowingly violated §448.09(1) or §448.095(2), Florida Statutes, the contract shall be terminated.
- b) If Nassau County has a good faith belief that a subcontractor has knowingly violated §448.09(1) or §448.095(2), Florida Statutes, but the Contractor otherwise complied with Chapter 448, Florida Statutes, Nassau County shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d) Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination.
- e) If the contract is terminated for a violation of the Statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

**ATTACHMENT "F-1"**  
**CONTRACTOR E-VERIFY AFFIDAVIT**

I hereby certify that Tetra Tech, Inc. (Contractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Tetra Tech, Inc. (Contractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

  
\_\_\_\_\_

Print Name: Jonathan Burgiel

Date: May 17, 2023

STATE OF FLORIDA

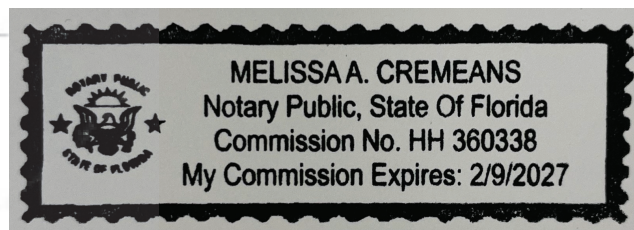
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 17 (Date) by Jonathan Burgiel, Business Unit President (Name of Officer or Agent, Title of Officer or Agent) of Tetra Tech, Inc. (Name of Contractor Company Acknowledging), a Delaware (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced personally known as identification.

  
\_\_\_\_\_  
Notary Public

Melissa Cremeans  
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Printed Name

My Commission Expires: 02/09/2027





Company ID Number: 1296212

## **THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS**

### **ARTICLE I PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Tetra Tech (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

### **ARTICLE II RESPONSIBILITIES**

#### **A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly





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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status



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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## **B. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



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- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
  - ii. The employee's work authorization has not expired, and
  - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
  - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
  - iii. The Form I-9 contains no SSN or is otherwise incomplete.

**Note:** If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with





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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

### **C. RESPONSIBILITIES OF SSA**

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

### **D. RESPONSIBILITIES OF DHS**

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### **ARTICLE III**

#### **REFERRAL OF INDIVIDUALS TO SSA AND DHS**

##### **A. REFERRAL TO SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify



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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## **ARTICLE IV SERVICE PROVISIONS**

### **A. NO SERVICE FEES**

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

## **ARTICLE V MODIFICATION AND TERMINATION**

### **A. MODIFICATION**

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.





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## **B. TERMINATION**

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

## **ARTICLE VI PARTIES**

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,



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Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

**To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.**



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**Approved by:**

<b>Employer</b> Tetra Tech	
<b>Name (Please Type or Print)</b> Michelle L Renta	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 05/03/2018
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 05/03/2018



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### Information Required for the E-Verify Program

#### Information relating to your Company:

Company Name	Tetra Tech
Company Facility Address	2301 Lucien Way Ste 120 Maitland, FL 32751
Company Alternate Address	
County or Parish	ORANGE
Employer Identification Number	954148514
North American Industry Classification Systems Code	561
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	51





Company ID Number: 1296212

**Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:**

ALABAMA	1 site(s)	WASHINGTON	1 site(s)
ARKANSAS	1 site(s)	WISCONSIN	1 site(s)
ARIZONA	1 site(s)	WEST VIRGINIA	1 site(s)
CALIFORNIA	1 site(s)	WYOMING	1 site(s)
COLORADO	1 site(s)		
CONNECTICUT	1 site(s)		
DIST OF COL	1 site(s)		
DELAWARE	1 site(s)		
FLORIDA	1 site(s)		
GEORGIA	1 site(s)		
IOWA	1 site(s)		
IDAHO	1 site(s)		
ILLINOIS	1 site(s)		
INDIANA	1 site(s)		
KANSAS	1 site(s)		
KENTUCKY	1 site(s)		
LOUISIANA	1 site(s)		
MASSACHUSETTS	1 site(s)		
MARYLAND	1 site(s)		
MAINE	1 site(s)		
MICHIGAN	1 site(s)		
MINNESOTA	1 site(s)		
MISSOURI	1 site(s)		
MISSISSIPPI	1 site(s)		
MONTANA	1 site(s)		
NORTH CAROLINA	1 site(s)		
NORTH DAKOTA	1 site(s)		
NEBRASKA	1 site(s)		
NEW HAMPSHIRE	1 site(s)		
NEW JERSEY	1 site(s)		
NEW MEXICO	1 site(s)		
NEVADA	1 site(s)		
NEW YORK	1 site(s)		
OHIO	1 site(s)		
OKLAHOMA	1 site(s)		
OREGON	1 site(s)		
PENNSYLVANIA	1 site(s)		
PUERTO RICO	1 site(s)		
RHODE ISLAND	1 site(s)		
SOUTH CAROLINA	1 site(s)		
SOUTH DAKOTA	1 site(s)		
TENNESSEE	1 site(s)		
TEXAS	1 site(s)		
UTAH	1 site(s)		
VIRGINIA	1 site(s)		
VIRGIN ISLANDS	1 site(s)		
VERMONT	1 site(s)		



**Company ID Number:** 1296212

**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Name Shannon Stuver  
Phone Number (541) 482 - 8939  
Fax Number  
Email Address Shannon.Stuver@tetrattech.com

Name Diane Stopa  
Phone Number (703) 885 - 5518  
Fax Number  
Email Address Diane.Stopa@tetrattech.com

Name Karen Bollinger  
Phone Number (816) 412 - 1743  
Fax Number  
Email Address Karen.Bollinger@tetrattech.com

Name Danielle De Herrera  
Phone Number (626) 470 - 2419  
Fax Number  
Email Address Danielle.DeHerrera@tetrattech.com

Name Michelle L Renta  
Phone Number (321) 441 - 8507  
Fax Number  
Email Address Michelle.Renta@tetrattech.com



**Company ID Number:** 1296212

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# CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)  
10/01/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105 <b>E-MAIL ADDRESS:</b>															
<b>INSURED</b> Tetra Tech, Inc. 3475 E. Foothill Boulevard Pasadena, CA 91107 USA	<table border="1"> <thead> <tr> <th data-bbox="803 514 1388 535">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1388 514 1520 535">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="803 535 1388 556">INSURER A: Zurich American Ins Co</td> <td data-bbox="1388 535 1520 556">16535</td> </tr> <tr> <td data-bbox="803 556 1388 577">INSURER B: American Guarantee &amp; Liability Ins Co</td> <td data-bbox="1388 556 1520 577">26247</td> </tr> <tr> <td data-bbox="803 577 1388 598">INSURER C: Allied World Surplus Lines Ins Co</td> <td data-bbox="1388 577 1520 598">24319</td> </tr> <tr> <td data-bbox="803 598 1388 619">INSURER D: American International Group UK Ltd</td> <td data-bbox="1388 598 1520 619">AA1120187</td> </tr> <tr> <td data-bbox="803 619 1388 640">INSURER E:</td> <td data-bbox="1388 619 1520 640"></td> </tr> <tr> <td data-bbox="803 640 1388 661">INSURER F:</td> <td data-bbox="1388 640 1520 661"></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Ins Co	16535	INSURER B: American Guarantee & Liability Ins Co	26247	INSURER C: Allied World Surplus Lines Ins Co	24319	INSURER D: American International Group UK Ltd	AA1120187	INSURER E:		INSURER F:	
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INSURER D: American International Group UK Ltd	AA1120187															
INSURER E:																
INSURER F:																

**COVERAGES**
**CERTIFICATE NUMBER:**
**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> X,C,U Coverage GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GL01817406-04	10/01/2022	10/01/2023	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$2,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$10,000</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td>\$2,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$4,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$4,000,000</td></tr> </table>	EACH OCCURRENCE	\$2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000	MED EXP (Any one person)	\$10,000	PERSONAL & ADV INJURY	\$2,000,000	GENERAL AGGREGATE	\$4,000,000	PRODUCTS - COMP/OP AGG	\$4,000,000
EACH OCCURRENCE	\$2,000,000																		
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MED EXP (Any one person)	\$10,000																		
PERSONAL & ADV INJURY	\$2,000,000																		
GENERAL AGGREGATE	\$4,000,000																		
PRODUCTS - COMP/OP AGG	\$4,000,000																		
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP1857085-04	10/01/2022	10/01/2023	<table border="1"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$5,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td></td></tr> <tr><td>BODILY INJURY (Per accident)</td><td></td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td></td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000	BODILY INJURY (Per person)		BODILY INJURY (Per accident)		PROPERTY DAMAGE (Per accident)					
COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000																		
BODILY INJURY (Per person)																			
BODILY INJURY (Per accident)																			
PROPERTY DAMAGE (Per accident)																			
D	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$100,000			62785232	10/01/2022	10/01/2023	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$5,000,000</td></tr> <tr><td>AGGREGATE</td><td>\$5,000,000</td></tr> </table>	EACH OCCURRENCE	\$5,000,000	AGGREGATE	\$5,000,000								
EACH OCCURRENCE	\$5,000,000																		
AGGREGATE	\$5,000,000																		
A B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC2540616-04 WC1857087-04	10/01/2022 10/01/2022	10/01/2023 10/01/2023	<table border="1"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTHER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td>\$1,000,000</td></tr> <tr><td>E.L. DISEASE-EA EMPLOYEE</td><td></td><td>\$1,000,000</td></tr> <tr><td>E.L. DISEASE-POLICY LIMIT</td><td></td><td>\$1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER		E.L. EACH ACCIDENT		\$1,000,000	E.L. DISEASE-EA EMPLOYEE		\$1,000,000	E.L. DISEASE-POLICY LIMIT		\$1,000,000
<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER																		
E.L. EACH ACCIDENT		\$1,000,000																	
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E.L. DISEASE-POLICY LIMIT		\$1,000,000																	
c	Professional Liability and Contractor's Pollution Liability			03120276 Prof/Poll Liab SIR applies per policy terms & conditions	10/01/2022	10/01/2023	<table border="1"> <tr><td>Each Claim</td><td>\$5,000,000</td></tr> <tr><td>Aggregate</td><td>\$5,000,000</td></tr> </table>	Each Claim	\$5,000,000	Aggregate	\$5,000,000								
Each Claim	\$5,000,000																		
Aggregate	\$5,000,000																		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**
**CANCELLATION**

Evidence of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <i>Aon Risk Insurance Services West, Inc.</i>





**TETRA TECH**



**Proposal for RFP No: NC23-034-RFP**

# **Hurricane/Disaster – Field Debris Monitoring**

**Nassau County, Florida**

**Cost | May 2023**

*Leading with Science®*

# Rate Schedule

To the extent the County requests Tetra Tech’s assistance for disaster debris monitoring services, the following hourly billing rates will apply. The hourly rates are fully burdened to include all applicable overhead, profit, and standard travel expenses.

**Schedule of Hourly Rates for Disaster Debris Monitoring Services**

Personnel Description	Hourly Rate
Project Manager	\$75.00
Field Supervisors	\$48.00
Debris Monitor	\$34.50



# *State of Florida*

## *Department of State*

I certify from the records of this office that TETRA TECH, INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on April 28, 1988.


The document number of this corporation is P19034.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 12, 2023, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Twelfth day of January, 2023*



  
*Secretary of State*

Tracking Number: 8116527869CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



# TETRA TECH, INC.

Unique Entity ID <b>LMRMKLLL3LG5</b>	CAGE / NCAGE <b>078E8</b>	Purpose of Registration <b>All Awards</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Sep 21, 2023</b>	
Physical Address <b>3475 East Foothill Boulevard Pasadena, California 91107-6024 United States</b>	Mailing Address <b>3475 East Foothill Boulevard Pasadena, California 91107-6024 United States</b>	

## Business Information

Doing Business as <b>(blank)</b>	Division Name <b>Tetra Tech, Inc.</b>	Division Number <b>(blank)</b>
Congressional District <b>California 27</b>	State / Country of Incorporation <b>Delaware / United States</b>	URL <b>http://www.tetrattech.com/</b>

## Registration Dates

Activation Date <b>Sep 23, 2022</b>	Submission Date <b>Sep 21, 2022</b>	Initial Registration Date <b>Feb 20, 2002</b>
--	--	--

## Entity Dates

Entity Start Date <b>Feb 1, 1988</b>	Fiscal Year End Close Date <b>Sep 30</b>
---	---

## Immediate Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

## Highest Level Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

## Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

**No**

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

**Not Selected**

## Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

**Yes**

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

**Yes**

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

**No**

## Exclusion Summary



DocuSign Envelope ID: EE1BDCC3-BA52-4368-85D5-4DA8EE0336E7

Active Exclusions Records?

**No****SAM Search Authorization**

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

**Yes****Entity Types****Business Types**

Entity Structure

**Corporate Entity (Not Tax Exempt)**

Entity Type

**Business or Organization**

Organization Factors

**(blank)**

Profit Structure

**For Profit Organization****Socio-Economic Types**

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

**Financial Information**

Accepts Credit Card Payments

**Yes**

Debt Subject To Offset

**No**

EFT Indicator

**0000**

CAGE Code

**078E8****Electronic Funds Transfer**

Account Type

**Checking**

Routing Number

**\*\*\*\*\*0248**

Lock Box Number

**1654**

Financial Institution

**WELLS FARGO BANK, NA**

Account Number

**\*\*\*\*\*60325****Automated Clearing House**

Phone (U.S.)

**6269196620**

Email

**tes.cashapps@tetrattech.com**

Phone (non-U.S.)

**(blank)**

Fax

**6269192909****Remittance Address****TETRA TECH, INC.****3475 East Foothill Boulevard****Pasadena, California 91107****United States****Taxpayer Information**

EIN

**\*\*\*\*\*8514**

Type of Tax

**Applicable Federal Tax**

Taxpayer Name

**TETRA TECH INC**

Tax Year (Most Recent Tax Year)

**2020**

Name/Title of Individual Executing Consent

**Director**

TIN Consent Date

**Sep 21, 2022**

Address

**3475 East Foothill BLVD****Pasadena, California 91107**

Signature

**Barbara Petersen****Points of Contact****Accounts Receivable POC****Aleah Lazo, AR MANAGER****aleah.lazo@tetrattech.com****6263514664**

**Electronic Business**

  
**BARBARA PETERSEN**  
 barbara.petersen@tetrattech.com  
 6264702407

**3475 East Foothill Boulevard**  
**Pasadena, California 91107**  
**United States**

DEBRA BROWNLIE  
 debra.brownlie@tetrattech.com  
 6264702562

3475 East Foothill Boulevard  
 Pasadena, California 91107  
 United States

**Government Business**

  
**BARBARA PETERSEN, DIRECTOR**  
 barbara.petersen@tetrattech.com  
 6264702407

**3475 East Foothill Boulevard**  
**Pasadena, California 91107**  
**United States**

DEBRA BROWNLIE  
 debra.brownlie@tetrattech.com  
 6264702562

3475 East Foothill Boulevard  
 Pasadena, California 91107  
 United States

**Past Performance**

  
**BARBARA PETERSEN**  
 barbara.petersen@tetrattech.com  
 6264702407

**3475 East Foothill Boulevard**  
**Pasadena, California 91107**  
**United States**

HA LY  
 ha.ly@tetrattech.com  
 9093825139

301 E. Vanderbilt WAY  
 STE. 450  
 San Bernardino, California 92408  
 United States

**Security Information**

Company Security Level  
**Government Secret**

Highest Level Employee Security Level  
**Government Top Secret**

**Service Classifications****NAICS Codes**

Primary	NAICS Codes	NAICS Title
<b>Yes</b>	<b>541330</b>	<b>Engineering Services</b>
	<b>237990</b>	<b>Other Heavy And Civil Engineering Construction</b>
	<b>334511</b>	<b>Search, Detection, Navigation, Guidance, Aeronautical, And Nautical System And Instrument Manufacturing</b>
	<b>541310</b>	<b>Architectural Services</b>
	<b>541320</b>	<b>Landscape Architectural Services</b>
	<b>541380</b>	<b>Testing Laboratories</b>
	<b>541420</b>	<b>Industrial Design Services</b>
	<b>541511</b>	<b>Custom Computer Programming Services</b>
	<b>541512</b>	<b>Computer Systems Design Services</b>
	<b>541611</b>	<b>Administrative Management And General Management Consulting Services</b>
	<b>541620</b>	<b>Environmental Consulting Services</b>
	<b>541690</b>	<b>Other Scientific And Technical Consulting Services</b>
	<b>541715</b>	<b>Research And Development In The Physical, Engineering, And Life Sciences (Except Nanotechnology And Biotechnology)</b>
	<b>541820</b>	<b>Public Relations Agencies</b>
	<b>541990</b>	<b>All Other Professional, Scientific, And Technical Services</b>
	<b>562112</b>	<b>Hazardous Waste Collection</b>
	<b>562910</b>	<b>Remediation Services</b>
	<b>712120</b>	<b>Historical Sites</b>

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)  
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
\$3,200,000,000.00	21000

Location

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
(blank)	(blank)

Industry-Specific

Barrels Capacity	Megawatt Hours	Total Assets
(blank)	(blank)	(blank)

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	(blank)


States	Counties	Metropolitan Statistical Areas
Any	(blank)	(blank)

**ATTACHMENT "F-1"**  
**CONTRACTOR E-VERIFY AFFIDAVIT**

I hereby certify that Tetra Tech, Inc. (Contractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.


A true and correct copy of Tetra Tech, Inc. (Contractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

  
\_\_\_\_\_  
Print Name: Jonathan Burgiel  
Date: May 17, 2023

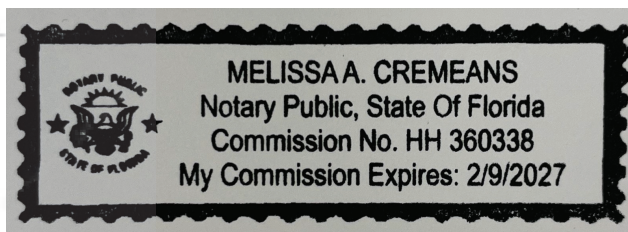
STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 17 (Date) by Jonathan Burgiel, Business Unit President (Name of Officer or Agent, Title of Officer or Agent) of Tetra Tech, Inc. (Name of Contractor Company Acknowledging), a Delaware (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced personally known as identification.

  
\_\_\_\_\_  
Notary Public  
Melissa Cremeans  
Printed Name

My Commission Expires: 02/09/2027







Company ID Number: 1296212

## **THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS**

### **ARTICLE I PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Tetra Tech (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

### **ARTICLE II RESPONSIBILITIES**

#### **A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



**Company ID Number:** 1296212

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status



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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon





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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## **B. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



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- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
  - ii. The employee's work authorization has not expired, and
  - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
  - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
  - iii. The Form I-9 contains no SSN or is otherwise incomplete.

**Note:** If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

### **C. RESPONSIBILITIES OF SSA**

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

### **D. RESPONSIBILITIES OF DHS**

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### **ARTICLE III**

#### **REFERRAL OF INDIVIDUALS TO SSA AND DHS**

##### **A. REFERRAL TO SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify





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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## **ARTICLE IV SERVICE PROVISIONS**

### **A. NO SERVICE FEES**

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

## **ARTICLE V MODIFICATION AND TERMINATION**

### **A. MODIFICATION**

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



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## **B. TERMINATION**

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

## **ARTICLE VI PARTIES**

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,



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Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

**To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.**





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**Approved by:**

<b>Employer</b> Tetra Tech	
Name (Please Type or Print) Michelle L Renta	Title
Signature Electronically Signed	Date 05/03/2018
<b>Department of Homeland Security – Verification Division</b>	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/03/2018



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### Information Required for the E-Verify Program

#### Information relating to your Company:

Company Name	Tetra Tech
Company Facility Address	2301 Lucien Way Ste 120 Maitland, FL 32751
Company Alternate Address	
County or Parish	ORANGE
Employer Identification Number	954148514
North American Industry Classification Systems Code	561
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	51



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**Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:**

ALABAMA	1 site(s)	WASHINGTON	1 site(s)
ARKANSAS	1 site(s)	WISCONSIN	1 site(s)
ARIZONA	1 site(s)	WEST VIRGINIA	1 site(s)
CALIFORNIA	1 site(s)	WYOMING	1 site(s)
COLORADO	1 site(s)		
CONNECTICUT	1 site(s)		
DIST OF COL	1 site(s)		
DELAWARE	1 site(s)		
FLORIDA	1 site(s)		
GEORGIA	1 site(s)		
IOWA	1 site(s)		
IDAHO	1 site(s)		
ILLINOIS	1 site(s)		
INDIANA	1 site(s)		
KANSAS	1 site(s)		
KENTUCKY	1 site(s)		
LOUISIANA	1 site(s)		
MASSACHUSETTS	1 site(s)		
MARYLAND	1 site(s)		
MAINE	1 site(s)		
MICHIGAN	1 site(s)		
MINNESOTA	1 site(s)		
MISSOURI	1 site(s)		
MISSISSIPPI	1 site(s)		
MONTANA	1 site(s)		
NORTH CAROLINA	1 site(s)		
NORTH DAKOTA	1 site(s)		
NEBRASKA	1 site(s)		
NEW HAMPSHIRE	1 site(s)		
NEW JERSEY	1 site(s)		
NEW MEXICO	1 site(s)		
NEVADA	1 site(s)		
NEW YORK	1 site(s)		
OHIO	1 site(s)		
OKLAHOMA	1 site(s)		
OREGON	1 site(s)		
PENNSYLVANIA	1 site(s)		
PUERTO RICO	1 site(s)		
RHODE ISLAND	1 site(s)		
SOUTH CAROLINA	1 site(s)		
SOUTH DAKOTA	1 site(s)		
TENNESSEE	1 site(s)		
TEXAS	1 site(s)		
UTAH	1 site(s)		
VIRGINIA	1 site(s)		
VIRGIN ISLANDS	1 site(s)		
VERMONT	1 site(s)		



**Company ID Number:** 1296212

**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Name Shannon Stuver  
Phone Number (541) 482 - 8939  
Fax Number  
Email Address Shannon.Stuver@tetrattech.com

Name Diane Stopa  
Phone Number (703) 885 - 5518  
Fax Number  
Email Address Diane.Stopa@tetrattech.com

Name Karen Bollinger  
Phone Number (816) 412 - 1743  
Fax Number  
Email Address Karen.Bollinger@tetrattech.com

Name Danielle De Herrera  
Phone Number (626) 470 - 2419  
Fax Number  
Email Address Danielle.DeHerrera@tetrattech.com

Name Michelle L Renta  
Phone Number (321) 441 - 8507  
Fax Number  
Email Address Michelle.Renta@tetrattech.com





**Company ID Number:** 1296212

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**Form W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

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

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

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Tetra Tech, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

3475 East Foothill Boulevard

6 City, state, and ZIP code

Pasadena, CA 91107

7 List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

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

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

Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

or

Employer identification number

9 5 - 4 1 4 8 5 1 4

## Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign  
Here

Signature of  
U.S. person ▶

*Bl W...*

Date ▶ 05/10/2023

## General Instructions

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

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

## Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

# EXHIBIT "C"

## INSURANCE REQUIREMENTS

### GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS

#### COMMERCIAL GENERAL LIABILITY INSURANCE

The Vendor/Contractor shall purchase and maintain at the Vendor/Contractor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

#### WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

The Vendor/Contractor shall purchase and maintain at the Vendor/Contractor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

<u>Part One</u> – Workers' Compensation Insurance – Unlimited Statutory Benefits as provided in the Florida Statutes and	
<u>Part Two</u> – Employer's Liability Insurance	
Bodily Injury By Accident	\$500,000 Each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$500,000 Each Employee

\*If leased employees are used, policy must include an Alternate Employer's Endorsement

#### AUTOMOBILE LIABILITY INSURANCE

The Vendor/Contractor shall purchase and maintain at the Vendor/Contractor's expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit – Each Accident	\$1,000,000
---------------------------------------	-------------

Covered Automobiles shall include any auto owned or operated by the insured Vendor/Contractor, including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Vendor/Contractor.

Vendor/Contractor shall require each of his Sub-Vendor/Contractors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage and Automobile Liability insurance coverage meeting the same limit and requirements as the Vendor/Contractors insurance.

**Certificates of Insurance and the insurance policies required for this Agreement shall contain –**

- **Endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.**
  - **Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability policy (ies).**
  - **CGL policy for construction related contracts –**
    - **Additional Insured Endorsement must include Ongoing and Completed**
    - **CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement or Amendment of Insured Contract Definition**
    - **CGL policy shall include broad form contractual liability coverage for the Contractors covenants to and indemnification of the Authority under this Contract**
- **Provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.**
- **Provision that policies, except Workers' Compensation, are primary and noncontributory.**

Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision under General Liability, Auto Liability, Environmental Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide" (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this Agreement and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Vendor/Contractor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Vendor/Contractor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of Vendor/Contractor, in which event, Vendor/Contractor shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance. Nassau County Board of County Commissioners shall have the right to back-charge Vendor/Contractor for the cost of procuring such insurance. The failure of Nassau County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in Vendor/Contractors coverage based on the evidence of insurance provided by the Vendor/Contractor shall not be construed as a waiver by Nassau County Board of County Commissioners of Vendor/Contractor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Vendor/Contractors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Vendor/Contractor's right under any policy with higher limits, and no policy maintained by the Vendor/Contractor shall be construed as limiting the type, quality or quantity of insurance coverage that Vendor/Contractor should maintain. Vendor/Contractor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

If the insurance of any Vendor/Contractor or any Sub-Vendor/Contractor contains deductible(s), penalty(ies) or self-insured retention(s), the Vendor/Contractor or Sub-Vendor/Contractor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

The failure of Vendor/Contractor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.



# EXHIBIT "D"

## FEDERAL PROVISIONS

### FEDERAL PROVISIONS

All recipients of federally funded grants or use federal assistance to support procurements must comply with the applicable provisions of the Federal procurement standards 2 CFR pt. 200. As result, firms awarded federally funded contracts by Nassau County must comply with the following contract provisions set forth herein, unless a particular award term or condition specifically indicates otherwise. These terms and conditions are hereby incorporated into any resulting contract.

#### **Definition**

*Firm* means any company, corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, governmental body or similar legal entity.

#### ***Age Discrimination Act of 1975***

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of the *Age Discrimination Act of 1975* (Title 42 U.S. Code, § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

#### ***Americans with Disabilities Act of 1990***

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. §§ 12101– 12213).

#### ***Byrd Anti-Lobbying Amendment***

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Suppliers, contractors, subcontractors, consultants, and sub-consultants who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an 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.

#### ***Civil Rights Act of 1964 – Title VI***

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be

## FEDERAL PROVISIONS

denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

***Civil Rights Act of 1968***

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with Title VIII of the *Civil Rights Act of 1968*, which prohibits discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201).

**Clean Air Act and Federal Water Pollution Control Act (Clean Water Act)**

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—when contract amounts exceed \$150,000 and 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).

**Contract Work Hours and Safety Standards Act**

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the *Contract Work Hours and Safety Standards Act* (40 U.S.C. 3701–3708) and where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

**Copeland “Anti-Kickback” Act**

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Sub-contractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

## FEDERAL PROVISIONS

**Davis-Bacon Act**

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with *Davis-Bacon Act*, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 must comply with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

**Debarment and Suspension**

All suppliers, contractors, subcontractors, consultants, and sub-consultants are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

**Drug-Free Workplace Regulations**

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which requires agreement to maintain a drug-free workplace.

**Education Amendments of 1972 (*Equal Opportunity in Education Act*) – Title IX**

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.

**Energy Policy and Conservation Act**

All Suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

**Fly America Act of 1974**

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

## FEDERAL PROVISIONS

**Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, all suppliers, contractors, subcontractors, consultants, and sub-consultants must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225.

**Limited English Proficiency (*Civil Rights Act of 1964*, Title VI)**

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires taking reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services.

**Patents and Intellectual Property Rights**

Unless otherwise provided by law, suppliers, contractors, subcontractors, consultants, and sub-consultants are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All suppliers, contractors, and subcontractors, consultants, sub-consultants are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

**Procurement of Recovered Materials**

All suppliers, contractors, and subcontractors, consultants, sub-consultants must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

**Terrorist Financing**

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism.

**Trafficking Victims Protection Act of 2000**

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended (22 U.S.C. § 7104). The award term is located at 2 CFR



## FEDERAL PROVISIONS

§ 175.15, the full text of which is incorporated here by reference in the standard terms and conditions for federally-funded procurements.

**Rehabilitation Act of 1973**

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**Universal Identifier and System of Award Management (SAM)**

All suppliers, contractors, subcontractors, consultants, and sub-consultants are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the standard terms and conditions for federally funded procurements.

**USA Patriot Act of 2001**

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

**Whistleblower Protection Act**

All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

**Termination Provisions**

Nassau County may terminate any resulting contract should the Contractor fail to abide by its requirements.

**Legal Remedies Provisions**

In instances where the Contractor violates or breaches contract terms the County shall use such sanctions and penalties as may be appropriate.

**Conflict of Interest Provisions**

Interest of Members, Officers, or Employees of the Recipient Members of Local Governing Body or Other Public Officials. No member officer or employee of the recipient or its agent no member of the governing body of the locality in which the program is situated and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter shall have any financial interest direct or indirect in

## FEDERAL PROVISIONS

any contract or subcontract or the proceeds under this agreement. Immediate family members of said member's officers, employees and officials similarly barred from having any financial interest in the program. The recipient shall incorporate or cause to be incorporated in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this section.

### **Access to Records and Record Retainage**

In general all official project records and documents must be maintained during the operation of this project and for a period of five years following close out.

Nassau County, the comptroller General of the United States, or any of their duly authorized representatives shall have access to any books documents papers and records of the of the Administering Agency which are pertinent to the execution of the Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

### **Domestic Procurement Preference.**

As appropriate and to the extent consistent with law, Nassau County Contractor should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured products)." For purposes of this clause, (i) "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and (ii) "manufactured products" means items and construction materials composed in whole or in part of nonferrous materials such as aluminum; plastics and polymer based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

### **Telecommunications Huawei / ZTE Ban**

2 C.F.R. 200.216 prohibits non-federal entities receiving federal grant funds from entering into a contract (or extend or renew a contract) to procure or obtain equipment, services, or system that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from the Chinese manufacturers Huawei and ZTE.