

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 **Tetra Tech, Inc.**, located at 2301 Lucien Way, Ste. 120, Maitland, FL 32751, hereinafter referred to as the "Consultant".

WHEREAS, the County desires to obtain professional Disaster Recovery Consultant services and said services are more fully described in the County's Request for Proposal ("RFP") numbered NC23-035-RFP, attached hereto and incorporated herein as Exhibit "A"; and

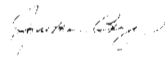
WHEREAS, the Consultant desires to render certain professional services as described in Consultant's Proposal, attached hereto and incorporated herein as Exhibit "B", and has the qualifications, experience, staff and resources to perform those professional services; and

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 Exhibit "A" and "B".

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.Initials  _____

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

Exhibit A COUNTY'S REQUEST FOR PROPOSAL NC23-035-RFP ("RFP"), AS
MODIFIED BY ADDENDA;

Exhibit B CONSULTANT'S PROPOSAL BUT ONLY TO THE EXTENT
RESPONSIVE TO THE COUNTY'S REQUEST FOR PROPOSAL
NC23-035-RFP;

Exhibit C INSURANCE REQUIREMENTS; AND

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 Exhibit "A" and "B".

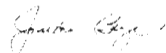
SECTION 4. Scope of Services.

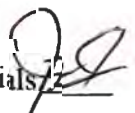
4.1 The Consultant shall provide professional services in accordance with Exhibit "A". The services shall be performed on an "as needed" basis per project and by executed work authorizations and written notices to proceed.

4.2 Services requested by the County or the County's representative that are not set forth in Exhibit "A" and "B" 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

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Consultant shall rely upon the accuracy and completeness of any information, reports, data supplied by the County or the County's representative.

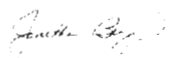
5.2 The County hereby designates the Office of Management and Budget Director, or designee, to act on the County's behalf under this Contract. The Office of Management and Budget Director, or designee, under the supervision of the County Manager, shall have complete authority to transmit instructions, 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 the 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 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.

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SECTION 7. Compensation.

7.1 The Consultant shall be compensated based on actual hours performed, in accordance with Exhibit "A" and "B". No payment shall be made without an executed work authorization and proper notice to proceed.

7.2 The Consultant shall prepare and submit to the *Office of Management and Budget Director*, for approval, an invoice for the services rendered, with a copy provided to 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

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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.

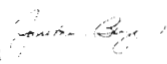
10.1 The County shall be responsible for providing access to all project sites (if required), and for providing project site specific information.

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

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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

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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.

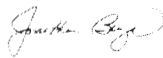
SECTION 15. Modifications.

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.

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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.

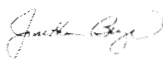
SECTION 17. Severability.

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.

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SECTION 19. Termination for Convenience.

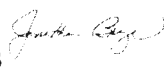
19.1 The County reserves the right to terminate this Contract in whole or part by giving the Consultant written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of written notice of termination from the County, the Consultant shall only provide those services 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,

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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

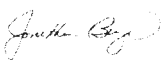
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the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE THE CONSULTANT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this section is a condition precedent to such remedy. The County, in its 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

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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.

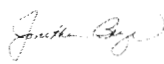
SECTION 25. Independent Consultant Status.

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.

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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 "C". The policy limits required are to be considered minimum amounts.

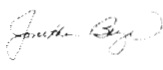
27.2 The Consultant shall provide to the County a Certificate of Insurance for all policies of insurance and renewals thereof in a form acceptable to the County. Said certificates shall provide that the Nassau County Board of County Commissioners is an additional insured, and that the County shall be 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

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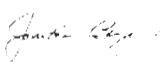
Manager or designee. This meeting shall be set no more than twenty (20) days from the date that the written communication was sent to the Consultant. The Consultant may submit a written response to the County's written communication no less than five (5) days prior to the meeting with the County Manager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

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.

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

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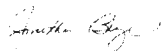
with the terms of the Consultant's enrollment in the program. This includes maintaining a copy of proof of the Consultant's and subcontractors' enrollment in the E-Verify program. If the Consultant enters into a contract with a subcontractor, the subcontractor shall provide the Consultant with an affidavit 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.

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:

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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.

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

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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.

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.

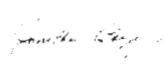
30.5 If a civil action is filed against the Consultant to compel production of public records relating to the Contract, the Court shall assess and award against the Consultant the reasonable costs of enforcement, including reasonable attorney fees if:

- 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.

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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.

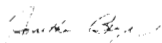
SECTION 33. Anti-Discrimination.

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.

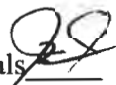
SECTION 34. Advertising.

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

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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:

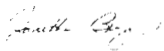
County: Nassau County
Attn: Office of Management and Budget Director
96135 Nassau Place
Yulee, Florida 32097

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

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.

Initials _____



Initials _____



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.

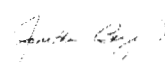
38.2 All representations, indemnifications, warranties and guaranties made by the Consultant in this Contract, as well as all continuing obligations indicated in this Contract, shall survive final payment and termination or completion of this Contract.

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.

Initials Initials 

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.

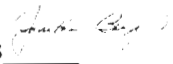
SECTION 41. Entire Agreement and Execution.

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.

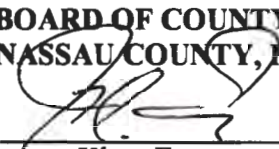
42.1 If there is a change in any state or federal law, regulation or rule or interpretation thereof, which affects this Contract or the activities of either party under this Contract, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's 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.

Initials Initials 

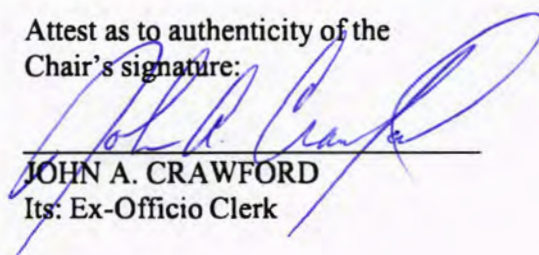
Contract Tracking No. CM 3503

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 Farmer
Its: Chairman
Date: October 9, 2023

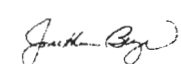
Attest as to authenticity of the
Chair's signature:

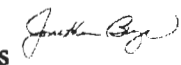

JOHN A. CRAWFORD
Its: Ex-Officio Clerk

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: 9/20/2023

Initials 

Initials 

**NASSAU COUNTY
FLORIDA**



NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

REQUEST FOR PROPOSALS (RFP)

DISASTER RECOVERY CONSULTANT SERVICES

RFP NO. NC23-035

PROPOSALS ARE DUE NOT LATER THAN

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

TABLE OF CONTENTS

SECTION 1: PROJECT INFORMATION.....	4
1.1 PURPOSE:.....	4
1.2 BACKGROUND:.....	4
SECTION 2: SCOPE OF SERVICES.....	5
2.1 GENERAL SERVICE REQUIREMENTS:.....	5
2.2 FEMA PUBLIC ASSISTANCE ADVISORY SERVICES:.....	5
2.3 FINANCIAL, PAYROLL, AND GRANT MANAGEMENT:.....	6
2.4 PROCUREMENT AND CONTRACT MANAGEMENT/MONITORING SUPPORT:.....	6
2.5 INFORMATION TECHNOLOGY AND DATA MANAGEMENT:	6
2.6 INSURANCE AND OTHER FUNDING SUPPORT:.....	6
2.7 HAZARD MITIGATION SUPPORT:	7
2.8 EMERGENCY MANAGEMENT SUPPORT SERVICES:	7
2.9 DISASTER RECOVERY RELATED SERVICES SUPPORT:.....	7
2.10 2 CFR 200 COMPLIANCE:.....	7
2.11 WORK HOURS AND SAFETY STANDARDS:	8
2.12 TERM OF AGREEMENT/CONTRACT:	8
SECTION 3: QUALIFICATIONS AND EXPERIENCE	8
SECTION 4: INSTRUCTIONS AND INFORMATION TO RESPONDENTS.....	8
4.1 TENTATIVE SCHEDULE OF SELECTION PROCESS/KEY DATES.....	8
4.2 SUBMISSION OF REQUEST FOR PROPOSALS (RFP):	9
4.3 PRE-SUBMITTAL MEETING AND QUESTIONS:.....	9
4.4 ADDITIONAL INFORMATION/ADDENDA:	9
4.5 RESPONSE FORMAT:.....	10
TAB 1 – Cover Letter	10
TAB 2 – Table of Contents.....	10
TAB 3 – Experience and Qualifications	10
TAB 4 – References	11
Tab 5 - Cost of Services	11
Tab 6 - Capacity of Firm	11
TAB 7 – Attachments/Administrative Information	11
4.6 INTENT:.....	12
4.7 RFP PROCESS EXPENSES:.....	12
4.8 PUBLIC ENTITIES CRIMES:.....	12
4.9 ASSURANCE:.....	13

SECTION 5. EVALUATION AND SELECTION13

5.1 EVALUATION/SELECTION COMMITTEE:13

5.4 CRITERIA:13

5.3 ORAL PRESENTATIONS:14

5.4 ORAL PRESENTATION SCORING:14

SECTION 6. CONTRACT PROCEDURES14

PRESENTATION TO THE BOARD:14

ATTACHMENT A.....15

ATTACHMENT B.....16

ATTACHMENT C.....19

Experience of Respondent19

ATTACHMENT D.....22

ATTACHMENT E.....24

ATTACHMENT F31

ATTACHMENT G.....35

ATTACHMENT I.....39

SECTION 1: PROJECT INFORMATION

1.1 PURPOSE:

The Nassau County Board of County Commissioners is requesting proposals from qualified respondents experienced in providing disaster recovery consultant services. The intent of the County is to award a contract to the top-ranked firm to perform the specified services based upon the evaluation as provided herein.

The County is seeking a professional consultant or consulting firm to provide expertise to augment our capabilities to receive the maximum recovery funding from the Federal Emergency Management Agency ("FEMA") and State of Florida. The awarded Consultant shall perform disaster recovery consulting services, which shall include but is not limited to: technical and professional services for disaster recovery and mitigation management, fiscal and administrative services, consulting, representation, assistance and support, and monitoring of the County's recovery efforts, to include compliance and reporting responsibilities outlined and/or required by federal and state authorities and funding agencies. In addition, the awarded Consultant shall assist the County in disaster administrative planning to ensure efficient and effective disaster recovery activities and documentation, with a focus on expediting and maximizing available cost recovery and grant opportunities, inclusive of grant applications, project identification/development, cost capturing, report preparation, invoice reconciliation, closeout processes, and audit responses.

The disaster recovery consulting services shall be performed on an as needed basis to support the County's recovery from declared disasters or associated services throughout the duration of the contract term.

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 GENERAL SERVICE REQUIREMENTS:

The awarded Consultant shall perform disaster recovery consulting services, which shall include but is not limited to technical and professional services for disaster recovery and mitigation management, fiscal and administrative services, consulting, representation, assistance and support, and monitoring of the County's recovery efforts, to include compliance and reporting responsibilities outlined and/or required by federal and state authorities and funding agencies. In addition, the awarded Consultant shall assist the County in disaster administrative planning to ensure efficient and effective disaster recovery activities and documentation, with a focus on expediting and maximizing available cost recovery and grant opportunities, inclusive of grant applications, project identification/development, cost capturing, report preparation, invoice reconciliation, closeout processes, and audit responses. The disaster recovery consulting services shall be performed on an as needed basis to support the County's recovery from declared disasters or associated services throughout the duration of the contract term.

2.2 FEMA PUBLIC ASSISTANCE ADVISORY SERVICES:

Pursuant to the Stafford Disaster Relief and Emergency Assistance Act provisions and regulations (44CFR and 2 CFR 200), and Sandy Recovery Improvements Act (SRIA) of 2013 including alternative procedures for public assistance and debris removal, as well as other Federal grant programs, the awarded Consultant will develop a process/system for the County, from inception through project closeout, to prepare and submit its Public Assistance program documentation including procurement and contract, payroll, and grant submission support.

Develop processes for obtaining, analyzing and gathering field documentation including, but not limited to, records related to procured goods and services, timekeeping, and force account labor and equipment. This should also include processes for debris monitoring services.

Attend all meetings with FEMA, State and insurance representatives, as well as regular participation with the County's designated FEMA or Disaster Recovery meetings and presentations.

Identify and communicate risks within County operation that could impede the County's ability to optimize reimbursement.

Assist in the preparation of accurate Public Assistance emergency and permanent work project estimates including but not limited to recognized cost estimating, developing detailed damage descriptions and dimensions, scope of work, and proper identification of force account labor and equipment.

2.3 FINANCIAL, PAYROLL, AND GRANT MANAGEMENT:

Ensure County disaster recovery and restoration processes comply with laws, regulations, and guidelines to maximize reimbursement for eligible disaster expenditures and to minimize timing for reimbursement.

Assist in all disaster-recovery financial reimbursement and reporting processes from FEMA, State of Florida, or other agency. Ensure there are no duplications of submission if varying agencies are involved.

Assist the County through FEMA, State of Florida (or other agency) guidelines to capture force account labor eligible expenses accurately for timesheets and project cost accounting. Assist in the review of County personnel policies to ensure compliance for eligible cost reimbursement.

Assist the County through FEMA, State of Florida (or other agency) guidelines to ensure the capture of relevant data related to procured goods and services. Provide oversight of consultant's billing to ensure all costs eligible for disaster grant funding are documented and claimed.

Perform intervallic review and reconciliation of actual project spending to ensure project costs are accurately captured. Ensure County documentation is sufficient to respond to Office of Inspector General (OIG) audits and reviews.

2.4 PROCUREMENT AND CONTRACT MANAGEMENT/MONITORING SUPPORT:

Advise procurement staff on County disaster recovery and restoration procurement processes compliance with laws, regulations and guidelines as required by FEMA, State of Florida, or other agencies.

Assist in the review of County Purchasing policies to ensure compliance for eligible cost reimbursement.

Develop processes for ensuring compliance related to contract monitoring and contract close-out as required by FEMA, State, or other agencies.

Ensure County documentation is sufficient to respond to OIG audits and reviews.

2.5 INFORMATION TECHNOLOGY AND DATA MANAGEMENT:

Possess the expertise to assist County staff in the development of IT solutions that support the management and implementation of disaster recovery programs.

Develop processes for the County to properly collect data and document information as necessary to optimize compliance with FEMA, State of Florida, or other agencies.

Ensure County documentation is sufficient to respond to OIG audits and reviews.

2.6 INSURANCE AND OTHER FUNDING SUPPORT:

Review and understand the County's insurance coverage in order to ensure the County's disaster recovery and restoration processes comply with laws, regulations and guidelines as required by FEMA, State of Florida, or other agencies.

Develop process to assist the County in routing eligible expenses correctly including insurance coverage guidelines.

Assist the County with identifying other disaster recovery funding opportunities including Community Development Block Grant Disaster Recovery programs.

Ensure there are no duplications of funding or submissions if varying agencies are involved.

2.7 HAZARD MITIGATION SUPPORT:

Provide expertise in identifying, developing and evaluating opportunities for the development of hazard mitigation programs to reduce or eliminate risk from future events.

Assist the County with preparing relevant documentation and analysis related to hazard mitigation grant programs.

Ensure County hazard mitigation programs comply with laws, regulations and guidelines as required by FEMA, State of Florida or other agencies.

2.8 EMERGENCY MANAGEMENT SUPPORT SERVICES:

Provide expertise related to post-disaster recovery continuity of operations, training, development of teams, monitoring, review and test of plans related to future events.

2.9 DISASTER RECOVERY RELATED SERVICES SUPPORT:

1. Planning Services to include the following activities:

- a. Planning, procuring (2 CFR 200 compliant), and/or preparing necessary plans, informational surveys, including coordinating photogrammetric and Geographic Information Services, environmental studies, and geotechnical investigations required for planning considerations.
- b. At the County's request, prepare conceptual repair estimates that may assist with FEMA funding obligation. Such estimates may include, but are not limited to, the cost to implement an exact replacement, repair versus replace comparisons.

2. Construction to include the following activities:

- a. Advise the County on development of construction bid packages in conformance with 2 CFR 200 federal requirements, as well as providing advice on bid award process.
- b. Respond to Request(s) for Information on an as-needed basis.

2.10 2 CFR 200 COMPLIANCE:

Procurements: In the event the awarded Consultant must procure additional resources post-contract award, the Consultant will strictly adhere to 2 CFR 200 procurement rules. This includes adhering to the strictest provisions of Federal, State, and Local procurement Rules, Regulations and/or Ordinances, etc.

2.11 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.

2.12 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

Respondents must meet the minimum qualification requirements provided herein, to be considered responsive to the requirements of this RFP. Respondents must provide sufficient documentation to demonstrate their compliance with the following minimum requirements:

1. Must be registered at www.SAM.gov, or provide proof of having initiated the registration process, and have no Active Exclusions cited at www.SAM.gov;
2. Must have successfully completed at least three (3) projects of similar scope described herein, within the past eight (8) years.

Respondents must possess demonstrated experience in disaster recovery programs and must have extensive knowledge and expertise in the requirements and restrictions of 2 CFR 200, the Federal Emergency Management Agency (FEMA) Public Assistance Program, Community Development Block Group Disaster Recovery (CDBG-DR), and Hazard Mitigation Grant Program (HMGP).

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).

Event	Date	Time
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	Week of June 12, 2023	TBD
BOCC Award/Approval	TBD	

4.2 **SUBMISSION OF REQUEST FOR PROPOSALS (RFP):**

Proposals must be submitted to the County's eProcurement system, PlanetBids Vendor Portal. The County will not accept proposals by facsimile, paper (hand-carry), email, or any other method. **Proposals must be received no later than time and date listed in Section 4.1.** Any proposals received after this date and time will be rejected and considered non-responsive. Proposals will be publicly read and recorded at the office of the Ex-Officio Clerk, Nassau County at the date and time listed in Section 4.1.

4.3 **PRE-SUBMITTAL MEETING AND QUESTIONS:**

Pre-submittal meeting is not applicable. **Respondents are directed not to contact evaluating committee members, County Commissioners, County departments or divisions until award has been made by the Board of County Commissioners. ALL QUESTIONS FROM RESPONDENTS MUST BE ADDRESSED IN WRITING AND SUBMITTED TO THE NASSAU COUNTY'S ePROCUREMENT SYSTEM, PLANETBIDS VENDOR PORTAL**

4.4 **ADDITIONAL INFORMATION/ADDENDA:**

Any ambiguity, conflict, discrepancy, omissions or other error discovered in this solicitation must be reported immediately and a request made for modifications or clarification. Request for additional information or clarifications must be made in writing and submitted to NASSAU COUNTY'S ePROCUREMENT SYSTEM, PLANETBIDS VENDOR PORTAL by the question deadline identified in Section 4.1.

The County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the RFP opening date. Respondents should not rely on any representations, statements or explanations other than those made in this solicitation or in any addendum to this solicitation. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

It is the Respondent's responsibility to be sure all addenda were received. The Respondent should verify with the designated contact person prior to submitting a

proposal that all addenda have been received. Respondents are required to acknowledge the number of addenda received as part of their submission of the proposal. Respondents shall submit the Addendum Acknowledgment Form attached hereto as Attachment A.

4.5 RESPONSE FORMAT:

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

Respondent must demonstrate possessing at least the minimum qualifications provided herein. Respondent shall sufficiently demonstrate the qualifications of company, staff, key personnel, and any proposed sub-consultants and sub-contractors who may perform any aspect of the scope of services provided herein.

Respondent shall demonstrate extensive knowledge related to the Stafford Disaster Relief and Emergency Assistance Act provisions and regulations (44CFR and 2 CFR 200), and Sandy Recovery Improvements Act (SRIA) of 2013 including alternative procedures for public assistance and debris removal.

Respondent(s) shall provide a brief summary of the overall capabilities of staff and any proposed sub-consultants and sub-contractors relative to Disaster Recovery Consulting Services, as outlined in the scope of work. Copies of all current licenses and applicable certifications held by the Respondent and proposed sub-consultants and/or sub-contractors must be submitted. Respondents and/or sub-consultants or sub-contractors that possess staff and company qualifications in multiple disciplines should provide documentation of all qualifications for each discipline.

Should sub-consultant(s) be listed as part of the project team, the proposer shall provide a letter from each sub-consultant that indicates the sub-consultant's intent to be part of the project team.

TAB 4 – References

Provide three (3) completed reference questionnaires from municipal clients whose projects are of a similar nature to this solicitation as a part of their proposal completed within the past 8 years. 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 eight 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 - Cost of Services

Respondents shall provide a list of their hourly rates for all services described in this solicitation. Responses will be evaluated based on the blended rate. Blended rate will be a calculated average of all hourly rates included in the proposal sheet. If there are different hourly rates for in-person services as opposed to remote services, please provide any and all applicable hourly rates.

Tab 6 - Capacity of Firm

Indicate whether firm currently has on payroll all employees necessary for performance of all the required work or whether firm would have to hire new employees. Describe staffing plans and the intended presence in the County. Provide information about whether management resources will be positioned locally to ensure completion of the scope of work described in this RFP. Respondents shall describe any current/future workloads that responsible personnel are assigned simultaneous to their prospective work for the County. Any additional information the Respondent wishes to be considered in the evaluation of its ability to render services to the County.

TAB 7 – 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 Contractor. 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 The Procurement Director will facilitate the evaluation process. The evaluation/selection committee will be responsible for evaluating and ranking each firm based upon the Request For Proposals submitted.

5.3 The Evaluation/Selection Committee shall evaluate the responses to the RFP and rank the firms based on the evaluation criteria contained herein. The Committee may select a short-list of up to five (5) top-ranked firms.

5.4 CRITERIA:

	<u>Point Range</u>
Firm Experience and Expertise	0-35
Key Personnel Experience and Certifications/Qualifications	0-35
Capacity	0-15
Cost Proposal	0-15
Total	0-100

The Respondent may be required, before the award of any contract, to show to the complete satisfaction of Nassau County that it has the necessary facilities, ability and financial resources to provide the service specified herein in a satisfactory manner. The Respondent may also be required to give past work history and references in order to

satisfy Nassau County with regard to the Respondent's assigned personnel. Nassau County may make reasonable investigations deemed necessary and proper to determine the ability of the same to perform the work, and the Respondent shall furnish to the County all information for this purpose that may be requested. The County reserves the right to reject any response if the evidence submitted by, or investigation of, the Respondent and assigned personnel fails to satisfy the County that such is (are) properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the Respondent's response shall also include:

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

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.

ATTACHMENT A
ADDENDA ACKNOWLEDGMENT

Acknowledgment is hereby made in receipt of the following addendums 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:

Date Completed:

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. 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.

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

NC23-035-RFP

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.

NC23-035-RFP

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:

NC23-035-RFP

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

NC23-035-RFP

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

NC23-035-RFP

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: _____



TETRA TECH



Proposal for NC23-035-RFP

Disaster Recovery Consultant Services

Nassau County, Florida

May 2023

Tab 1 – Cover Letter

Tab 1 – Cover Letter

May 18, 2023

Nassau County
Lanaee Gilmore, MBA, CPPO, CPPB, Procurement Director
County Manager's Office
96135 Nassau Place, Suite 2
Yulee, Florida 32097

Subject: Disaster Recovery Consultant Services | RFP NO. NC23-035

Dear Ms. Gilmore and Members of the Evaluation Committee,

Tetra Tech, Inc. (Tetra Tech) is honored to submit the enclosed proposal to Nassau County (County) to provide disaster recovery consultant services related to federal grant programs, including Federal Emergency Management Agency's (FEMA's) Public Assistance (PA) and Hazard Mitigation programs, as well as the U.S. Housing and Urban Development's (HUD's) Community Development Block Grant (CDBG) Disaster Recovery program. We will leverage our national expertise in FEMA, U.S. Army Corps of Engineers (USACE), National Resources Conservation Service (NRCS), HUD CDBG, and other disaster recovery programs garnered from more than 1,000 engagements with state and local jurisdictions over the last 25 years.

With 27,000 employees, \$4.5 billion in annual revenue, and broad capabilities, including disaster response and recovery, logistics, and infrastructure engineering, the Tetra Tech team has the staffing, financial resources, and direct experience needed to successfully complete the services requested. **Our firm offers the following qualifications:**

Personally invested in Florida's recovery.

When disaster strikes, the value of having a local partner that understands the magnitude and is ready for the next steps is crucial. Tetra Tech has the local staffing resources, key relationships, and direct experience through our current debris monitoring services contract with Nassau County to reinforce the County's efforts in the next stage of recovery. **Our more than 1,000 Florida-based staff operate from 22 offices throughout the state** and are proud long-term partners in disaster response and recovery for communities across Florida. Our Florida-based disaster business unit has assisted numerous communities in Florida with response and recovery efforts following Hurricanes Charley, Frances, Jeanne, Ivan, Dennis, Katrina, Wilma, Matthew, Irma, Michael, and most recently, Ian and Nicole. We live in Florida, we work in Florida, and we consider Florida our home. As we recover from Hurricane Ian, Tetra Tech is leading the state's most complex recovery missions, from water system restoration in Fort Myers to FEMA PA reimbursement for Volusia County. We offer the County unfettered access to the state's leading experts in managing the complexities of federal funding, with specific lessons learned in the reimbursement process for Hurricane Ian. *Our firm will dedicate the necessary operational, logistical, technical, and financial resources to see this project reach a successful outcome.*

National Best Practices with a Local Focus.

Tetra Tech is the nation's leading provider of post-disaster grant management, disaster debris monitoring, and engineering services. We have **more than \$12 billion of experience in post-disaster grant application, administration, program management, and project delivery.** We have assisted clients in response to every major disaster occurring in the United States in the last 20 years. As a result, we are experts in FEMA reimbursement and methods for maximizing disaster grant funding. Tetra Tech's staff of disaster recovery experts have assisted communities after disasters with issues such as reimbursement costs, long-term community recovery planning, and hazard mitigation program implementation. We offer best in class integrated disaster recovery services to meet the County's needs for current and future disasters.

Immediate Response Capability.

With Tetra Tech disaster response and recovery experts located throughout the State, we can stage a full-scale mobilization upon notification of award. At the height of the Camp Fire Response in California in 2018, more than 1,000

Tetra Tech staff were in the field. For the NorCal Fire response in 2017–2018, more than 800 Tetra Tech staff members were working on the field project team. As these wildfires raged on in California, Tetra Tech concurrently provided project management staff to responses for Hurricanes Harvey, Irma, and Maria. At peak, more than 6,000 Tetra Tech field staff were deployed throughout the country.

Dedicated Team of Experts with Vast Pool of Resources Available to the County.

As The County embarks on a journey to find a consultant for Financial Recovery Services, it's vital that the County works with a multifaceted team that has years of experience across the spectrum of disaster response and recovery services. Having assisted clients in response to every major disaster occurring in the United States for the last two decades, no other firm in the U.S. can boast this full-service capacity, multi-disciplinary expertise, combined with economic development and infrastructure expertise as Tetra Tech. **A vital member of the Tetra Tech Team is Ms. Allison McLeary, an experienced emergency response and recovery executive with a demonstrated history of building meaningful relationships across state, federal, and local governments. Additionally, our proposed Project Manager, Andy Burns, is an experienced FEMA Public Assistance (PA) grants manager and assists clients with damage assessment, force account reconciliation, and project worksheet (PW) development.** Our team brings a vested interest in ensuring the success of this contract. Tetra Tech's staff of disaster recovery experts has assisted communities after disasters with issues such as emergency protective measures, infrastructure recovery, grant management, and long-term recovery planning. We offer best-in-class engineering, integrated project management, and disaster recovery services to meet the County's needs in responding to and recovering from a variety of disaster types.

Program Designed to Maximize Speed, Mitigate Risk, And Ensure Compliance.

Nassau County is looking for a partner that can ensure the maximum recovery funding. Tetra Tech has a proven methodology for assisting clients after large disasters that integrates proprietary technology and our standard operating procedures (SOPs) to reduce costs and expedite programs. Our commitment to the County is to deliver high-quality, audit-ready files, which allows the County to receive reimbursement of funds faster and protect from clawback of funds. Our team has progressively improved this approach when performing similar services for the City of Philadelphia, Pennsylvania; the City of Houston, Texas; Harris County, Texas; Palm Beach County, Florida; Richland County, South Carolina; and more.

Tetra Tech would be honored to serve as the County's trusted partner and are fully prepared to provide the expert-level support the County expects. For questions regarding this response, please contact me or the representatives listed below. As an authorized representative of the firm, I am able to contractually bind the firm as evidenced in the corporate authority provided in Tab 7 – Attachments/Administrative Information.

Technical Representative:

Ms. Christina Hendrick

2301 Lucien Way, Suite 120, Maitland, FL 32751
(321) 441-8511 | Christina.Hendrick@tetrattech.com

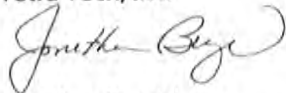
Contractual Representative:

Ms. Betty Kamara

2301 Lucien Way, Suite 120, Maitland, FL 32751
(321) 441-8511 | TDR.contracts@tetrattech.com

Sincerely,

Tetra Tech, Inc.



Jonathan Burgiel
Business Unit President – Tetra Tech Disaster Recovery

Tab 2 – Table of Contents

Tab 2 – Table of Contents

Tab 1 – Cover Letter 1

Tab 2 – Table of Contents 3

Tab 3 – Experience and Qualifications..... 4

Tab 4 – References.....22

Tab 5 – Cost of Services.....30

Tab 6 – Capacity of Firm.....31

Tab 7 – Attachments/Administrative Information.....38

 • Required Forms81

Tab 3 – Experience and Qualifications

Tab 3 – Experience and Qualifications

Tetra Tech, Inc. (Tetra Tech) was founded as an environmental engineering and technical services firm and has grown to be a worldwide leader whose employees innovate solutions to complex problems focused on water, environment, energy, infrastructure, and natural resources. Since its founding, Tetra Tech became a publicly traded company (NASDAQ:TTEK) in 1991 and now generates annual revenues of over \$4.5 billion. *Each year, Tetra Tech earns top rankings from industry trade journal Engineering News Records. We are currently ranked #4 in the list of Top 500 Design Firms.*

Company Overview

Tetra Tech was founded as a civil engineering firm by four graduates of the California Institute of Technology in 1966. Our select group of technical experts provided engineering services for waterways, harbors, and coastal areas. During these first decades, Tetra Tech completed projects that had global significance, from a groundbreaking tsunami wave study for the Atomic Energy Commission to master planning and designing coastal protection measures for Egypt's Nile River Delta.

During the 1980s, Tetra Tech met the expanding need for environmental remediation, which involved groundwater modeling, landfill closing, and restoring contaminated military and manufacturing facilities and sites. The firm completed highly visible projects on behalf of the Department of Defense, the Environmental Protection Agency, and other federal agencies, all of which launched the company to its place among the leading environmental and engineering firms in the United States.

In 1991, Tetra Tech became a publicly traded enterprise. Since its initial public offering, the company has grown substantially, expanding its markets, services, and clientele through internal growth and international acquisitions. Today, Tetra Tech is a global leader in providing engineering and technical services. The company is acknowledged for its cutting-edge expertise in sophisticated environmental analysis, modeling, and design and for delivering this expertise effectively across an entire project lifecycle.

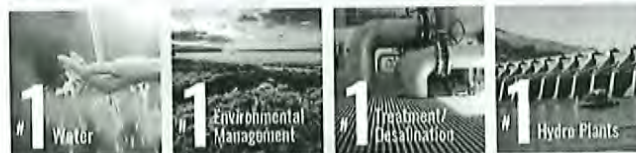
Tetra Tech supplemented this proud history with the addition of Disaster Recovery and Emergency Management Operating Units and quickly developed into a national leader in the field of pre- and post-disaster recovery management. Our contracts with federal agencies and state and local governments are in diverse areas such as disaster recovery consulting and technical assistance; staff augmentation; community resilience; grant management; and emergency management planning and preparedness. Since 2001, following our earliest disaster response to Tropical Storm Gabrielle, our team has consistently grown its capabilities and expertise in disaster management, recovery, and consulting services.

Tetra Tech Snapshot

- **Business Organization:** Corporation
- **Stability:** 56+ years in business (founded 1966)
- **Transparency:** Publicly traded (NASDAQ:TTEK)
- **Strength:** \$4.5B annual revenue
- **Employees:** 27,000 worldwide



Tetra Tech ENR Rankings



ENVIRONMENTAL RANKINGS

6 Top 200 Environmental Firms

- 1 Water Treatment/Supply
- 2 Environmental Science
- 2 Solid Waste
- 6 Engineering/Design
- 7 Environmental Firms in International Markets

DESIGN RANKINGS

4 Top 500 Design Firms

- 1 Treatment/Desalination
- 2 Dams & Reservoirs
- 2 Pure Designers
- 2 Wind Power
- 12 Global Design Firms

Source: Engineering News-Record/ENR, 11/15/2011. ENR/ENR 11/15/2011
ENR

WORKS IN
100+
COUNTRIES



Publicly traded
on NASDAQ as

TTEK
Nasdaq

\$4.5 billion
ANNUAL REVENUE

WORKS ON
100,000
PROJECTS
ANNUALLY

550
OFFICES
WORLDWIDE

ENR RANKINGS

#1 Environmental Management

#1 Hydro Plants

#1 Water

#1 Water Treatment/Desalination

20,000
CLIENTS

27,000

ASSOCIATES



Expertise in Disaster Recovery Management

Tetra Tech is a national leader in the field of pre- and post-disaster recovery 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 emergency management planning and preparedness. 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.

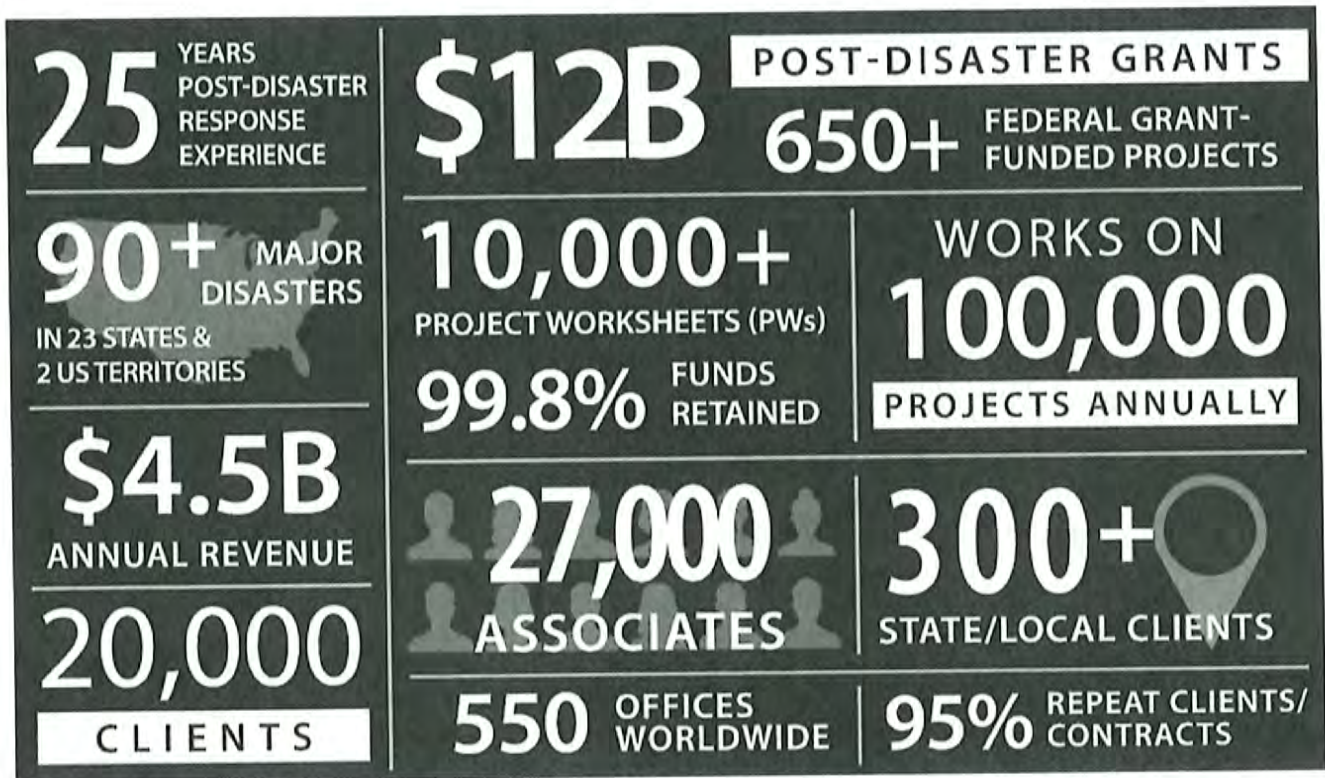
Our team brings together a unique combination of expertise from some of the largest and most complex disasters in U.S. history. Our extensive experience includes leading organizations, shaping policy, and successfully working with diverse stakeholders up to and including top elected leaders. Tetra Tech's senior executives have led responses to some of the most notable incidents and disasters in our nation's history. This real-world experience provides our team with valuable insight and ensures in-depth knowledge of best practices and the ability to provide clients with achievable, customized plans.

Tetra Tech has been activated for over 90 disasters, including:



Tetra Tech is invested in the recovery progress in Florida, has conducted the due diligence to analyze the breadth and scope of the challenges the County currently faces, and is prepared to execute scientifically based solutions with a cadre of established national lead planners, subject matter experts, All-Hazards practitioners, and FEMA stalwarts. All resources to support a successful pathway toward resilience in Florida are available with Tetra Tech.

Tetra Tech works with state and local governments to navigate federal grant-funded disaster recovery programs, as well as COVID-19 recovery programs, and are committed to advocating for and providing the best service to our clients. We have supported our clients through the disaster recovery process from response and damage identification through cost reimbursement of more than \$12 billion in federal funds, including FEMA, FHWA, and other federally-funded grant programs. Since the start of the COVID-19 pandemic, we have assisted our clients with managing more than \$1.7 billion in COVID-related funds to support recovery across a variety of federal funding programs including FEMA Public Assistance (PA), U.S. Treasury governed Emergency Rental Assistance, as well as unique Coronavirus Relief Fund recipient-specific programs.



25+ Years of Disaster Grant Program Management Experience

Our team offers experienced disaster management professionals who are adept at helping organizations recover quickly by applying proven methodologies in disaster management. Along with disaster management, we have expertise in insurance claims as well as how Public Assistance (PA), Hazard Mitigation Grant Program (HMGP), insurance, and HUD grants interplay with one another. Our top priority is to facilitate the process, orchestrating a rapid and effective recovery.

Tetra Tech Disaster Recovery is a national leader in the field of disaster management. Our activations have yielded grant program management engagements resulting in **clients garnering and retaining 99.8 percent of the funds received.**

Tetra Tech offers **comprehensive services...**

- ✓ Construction Management
- ✓ Hazard Mitigation Planning
- ✓ Floodplain Management
- ✓ Coastal Planning and Design
- ✓ National Flood Insurance Program (NFIP) Compliance Issue Resolution/Training
- ✓ Preliminary Damage Requests
- ✓ Develop Requests for Public Assistance
- ✓ Applicant Briefings and Kickoff Meetings
- ✓ Site Visits/Inspections
- ✓ Project Cost Estimation & Documentation
- ✓ Architecture and Civil Engineering
- ✓ Geotechnical Engineering
- ✓ Structural Engineering
- ✓ Mechanical/Electrical/Plumbing
- ✓ Water/Wastewater Design/Build
- ✓ PW/Application Development
- ✓ Alternate/Improved/Pilot Projects
- ✓ Project Cost Reconciliation
- ✓ Funding Disbursement
- ✓ Grant Closeout
- ✓ U.S. Treasury Emergency Rental Assistance (ERA)
- ✓ Coronavirus Relief Fund (CRF)
- ✓ Coronavirus Aid, Relief, and Economic Security (CARES) Act
- ✓ American Rescue Plan Act (ARPA)
- ✓ HUD CDBG-CV
- ✓ HUD CDBG-DR/MIT
- ✓ FEMA PA Program (including Section 406 mitigation and Section 428 alternative procedures)
- ✓ FEMA Hazard Mitigation Grant Program (HMGP) (Section 404 mitigation)
- ✓ FEMA Building Resilient Infrastructure and Communities (BRIC)
- ✓ FEMA Flood Mitigation Assistance Program (FMA)
- ✓ FHWA-ER Program
- ✓ FHWA Transportation Investment Generating Economic Recovery Grant
- ✓ Natural Resources Conservation Service (NRCS) Emergency Watershed Protection

...across a multitude of **federal grants.**

Focus On

FEMA Programs

\$12 billion+ Managed

Experience Summary

Our team holds comprehensive qualifications in working both for and with State/Recipient agencies and FEMA. Tetra Tech maintains six current contracts directly supporting FEMA, in addition to our routine work with FEMA Recipients and Subrecipients as part of state and local projects seeking reimbursement.

Our experience supporting clients with FEMA programs includes:

- FEMA PA Program
- Section 406 mitigation and Section 428 alternative procedures program
- FEMA Hazard Mitigation Grant Program (HMGPP)
- Section 404 mitigation
- FEMA Individual Assistance (IA) Program
- FEMA Flood Mitigation Assistance Program (FMA)
- FEMA Building Resilient Infrastructure and Communities (BRIC)

FEMA Focus Areas



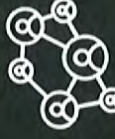
Tailored Procedures

Our procedures are tailored to facilitate FEMA review and generation of Project Worksheet versions. Tetra Tech incorporates changes and/or updates to the PAPP, IAPPG, FEMA IHP Unified Guidance, and Hazard Mitigation Assistance Guidance into our procedures.



Understanding of FEMA Regulations

Our management team and field staff fully understand rules and regulations across FEMA programs. This allows us to monitor contracts in detail while managing and documenting the operation using proven methodologies to maximize reimbursement.



Relationships Regional Reps

Our team maintains strong relationships with many of the lead federal coordinating officers, PA/IA 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 guidance and issues.



Audits and Appeals

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.

Recent Sample Projects

Year	Client	Program	Preliminary Damage Request	Develop Request for Public Assistance	Applicant Briefing	Applicant Kickoff Meeting	Site Visits/Inspections	Project Scoping	Project Cost Estimation & Documentation	PW/Applicant Development	Alternate/Improved/Partial Program Projects	Project Cost Reconciliation
2022	City of Fort Myers, FL	PA	■	■	■	■	■	■	■	■	■	■
2022	City of South Daytona, FL	PA	■	■	■	■	■	■	■	■	■	■
2022	City of Philadelphia, PA	PA	■	■	■	■	■	■	■	■	■	■
2020	Hamilton County, TN	PA	■	■	■	■	■	■	■	■	■	■
2020	Commonwealth of Massachusetts	PA	■	■	■	■	■	■	■	■	■	■
2020	Harris County, TX	PA	■	■	■	■	■	■	■	■	■	■
2020	City of Houston, TX	PA	■	■	■	■	■	■	■	■	■	■
2020	LA GOHSEP SAL	PA	■	■	■	■	■	■	■	■	■	■
2020	State of Connecticut	PA	■	■	■	■	■	■	■	■	■	■
2020	City of Duneedin, FL	PA	■	■	■	■	■	■	■	■	■	■
2019	State of Missouri	PA	■	■	■	■	■	■	■	■	■	■
2019	Commonwealth of Puerto Rico	PA	■	■	■	■	■	■	■	■	■	■
2018	City of Callaway, FL	PA	■	■	■	■	■	■	■	■	■	■
2018	City of Lynn Haven, FL	PA	■	■	■	■	■	■	■	■	■	■
2018	Dougherty County, GA	PA	■	■	■	■	■	■	■	■	■	■
2018	City of Albany, GA	PA	■	■	■	■	■	■	■	■	■	■

Focus On HUD Programs \$5 billion+ Managed

Experience Summary

Our team members have decades of experience working within HUD's CDBG program eligibility framework and have successfully leveraged public funds for our clients. We work with jurisdictions to complete applications and identify, evaluate, and prioritize recovery projects, ensuring eligibility with federal funding programs. The Tetra Tech team has worked with dozens of communities across the nation to ensure that recovery planning efforts are launched and implemented with long-term sustainability, risk reduction and elimination, and community economic and safety resiliency in mind.

From Tropical Storm Jeanne to Hurricane Ian, along with countless other disasters, our team of experts has supported recovery efforts throughout the territories and mainland.

HUD Focus Areas



Action Plan Alignment

Annual action plans guide the actions and activities to be carried out each year to address each jurisdiction's priority needs and goals. In addition to carefully aligning our project activities with these stated goals, we have also helped multiple State-level clients develop their action plans.



Whole Community Recovery

HUD provides flexible funding to help communities recover. Tetra Tech engages local partners with deep roots in the communities we serve to help expand the impact of programming with equitable access for disproportionately impacted communities.



Hyperlocal Focus

We have helped our clients administer HUD programming at the State and local level. In all activities, we focus on engaging local partners, building local capacity, and returning positive impact to the community through both activities and project outputs.



Long-term Solutions

Tetra Tech helps its partners design and deliver solutions that last. From resilient infrastructure to reducing repetitive losses, we help leverage HUD funding to shape long-term approaches to mitigate the immediate and future impacts of disasters.

Recent Sample Projects

Year	Client	Program	Unmet Needs	Applicant Kickoff	Site Visits/Inspections	Project Development	Program Management & Documentation	Action Plan Development	Environmental Reviews	Financial Management	Progress Inspections	Funding Disbursement
2022	Commonwealth of Puerto Rico	CDBG-DR/MIT	■	■	■	■	■	■	■	■	■	■
2020	U.S. Virgin Islands	CDBG-MIT	■			■						
2019	Harris County, TX	CDBG-DR/MIT			■	■			■	■	■	■
2019	Commonwealth of Puerto Rico	CDBG-DR	■	■	■	■	■	■	■	■	■	■
2018	State of Florida DEO	CDBG-DR			■				■		■	■
2017	State of Louisiana OCD	CDBG-DR			■				■		■	■
2016	St. John's County, FL	CDBG-DR		■	■	■	■				■	■
2016	Lexington County, SC	CDBG-MIT	■	■	■	■	■	■			■	■
2015	Richland County, SC	CDBG-DR	■	■	■	■	■	■	■	■	■	■
2015	City of Houston, TX	CDBG-DR			■	■		■				■
2013	NY/NJ DEP	CDBG-DR			■	■	■		■			

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:

- Supporting **complex projects up to \$45 million in FEMA PA funding** to support recovery
- 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



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

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 \$10 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 currently boasts annual revenues of more than \$3.5 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.

Nassau 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 continue 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

Exceeding the County's Minimum Qualifications

Summary of Experience



Meets
Requirements

Must be registered at www.SAM.gov, or provide proof of having initiated the registration process, and have no Active Exclusions cited at www.SAM.gov;

Tetra Tech, Inc. is actively registered in SAM.gov. Our firm's Unique Entity ID is LMRMKLLL3LG5. *Please find evidence of our registration provided in Tab 7.*

Must have successfully completed at least three (3) projects of similar scope described herein, within the past eight (8) years.



Exceeds
Requirements

Since 2001, our team has successfully assisted over 320 clients with recovering from the damaging effects of hurricanes, tropical storms, tornadoes, floods, ice storms, and the COVID-19 pandemic. Our efforts have allowed our clients to maintain their focus on continuing daily operations while relying on us to oversee grant management in compliance with federal guidelines and procedures. *Please find project references of similar scopes of work in Tab 4 – References.*

Respondents must possess demonstrated experience in disaster recovery programs and must have extensive knowledge and expertise in the requirements and restrictions of 2 CFR 200, the Federal Emergency Management Agency (FEMA) Public Assistance Program, Community Development Block Group Disaster Recovery (CDBG-DR), and Hazard Mitigation Grant Program (HMGP).

We understand how federal funding sources can work "in concert" to reduce local financial impacts to the County. For those projects that may require a local funding component, we will work with the County and its representatives to identify and apply for innovative sources of assistance, working this into cash flow projections and final cost calculations.



Exceeds
Requirements

Tetra Tech is a turnkey provider that can perform an all-inclusive approach, and with a national reputation for quality, reliability, and capacity to handle a variety of services. We have decades of experience in upholding regulatory compliance, which is imperative for large, complex programs that implement innovative concepts for whole community recovery. As a full-service engineering firm with expertise in federal grant compliance, Tetra Tech is able to support development, design, prioritization, delivery, and closeout of a wide range of projects, from infrastructure engineering to disaster debris monitoring.

Tetra Tech maintains internal Policy Groups specializing in FEMA, HUD, Treasury, and other federal funding agency policy, comprised of subject matter experts within our organization and partners. These groups are focused on reviewing and analyzing federal funding passed to state, tribal and local governments through new and existing programs for economic, whole community recovery. With the support of these experts, the County gains direct insight into the successes and best practices learned across Tetra Tech's nationwide preparedness, response, recovery, and mitigation operations.

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 (FDEM) reimbursement and closeout process. Our understanding of requirements for eligibility, documentation, and reimbursement has helped our clients obtain **over \$12 billion in reimbursed costs.**



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 FEMA Programs. 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. We 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 (FCOs), regional leadership, debris specialists, Public Assistance (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.

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	Fort Myers, City of, FL	DR-4673	PA	45,000,000	■	■	■	■	■	■	■	■	■	■	■	■	■	■
2022	South Daytona, City of FL	DR-4673	PA	3,490,481	■	■	■	■	■	■	■	■	■	■	■	■	■	■
2022	Cape Coral, City of, FL	DR-4673	Grant Mgmt	8,271,500	■	■	■	■	■	■	■	■	■	■	■	■	■	■
2022	Collier County, FL	DR-4673	PA	TBD	■	■	■	■	■	■	■	■	■	■	■	■	■	■
2022	Pinellas County, FL	DR-4673	PA	5,000,000	■	■	■	■	■	■	■	■	■	■	■	■	■	■
2022	Volusia County, FL	DR-4673	PA	33,918,834	■	■	■	■	■	■	■	■	■	■	■	■	■	■
2022	Holly Hill, City of, FL	DR-4673	PA	3,050,000	■	■	■	■	■	■	■	■	■	■	■	■	■	■
2022	Orange City, City of, FL	DR-4673	PA	598,323	■	■	■	■	■	■	■	■	■	■	■	■	■	■
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	10,000,000	■	■	■	■	■	■	■	■	■	■	■	■	■	■
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	■	■	■	■	■	■	■	■	■	■	■	■	■	■

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
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	10,000,000														
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														
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	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														

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
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														
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														
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														

Qualifications of Staff

Tetra Tech brings together a deeply qualified team whose expertise has been sharpened through our response to many of the largest and most complex disasters in recent U.S. history. Our team has in-depth knowledge of multiple funding programs, including the Federal Emergency Management Agency (FEMA) Public Assistance (PA) and Individual Assistance Programs, FEMA Hazard Mitigation Grant Program (HMGP), U.S. Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program, U.S. Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS), National Environmental Protection Agency (NEPA), Office of Inspector General (OIG), U.S. Treasury COVID-19 appropriation, among others.

Our technical advisors have worked with and, in some cases, have served as employees of many of the federal funding agencies that will be providing federal grant support. With these relationships, critical decisions and key issues can be addressed at the highest level.

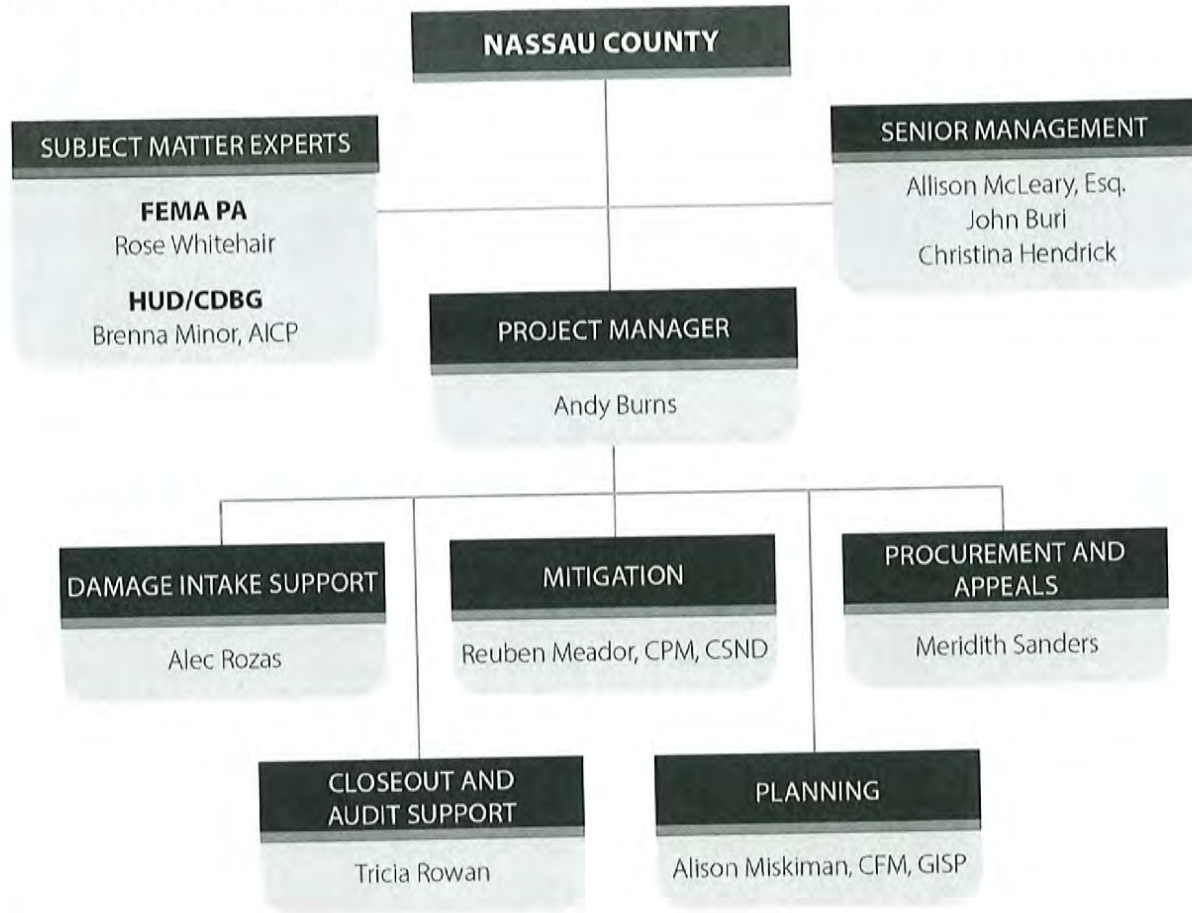
Tetra Tech's close relationships with federal agencies results in a collaborative, nonconfrontational approach. This cooperative approach results in strong working relationships, frequent discussions, fewer disputes, and a faster, more efficient recovery process that ultimately generates higher financial reimbursement to our clients. As previous and current clients will attest, our relationships with FEMA and HUD have allowed us to be strong advocates for our clients' needs and to achieve truly successful results.

We are committed to providing a **consistent and coordinated project team** to successfully complete this scope of work and affirm our ability to commence full operations immediately after notification of award.



Organizational Chart

Tetra Tech has provided the proposed program organizational chart for this project below.



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. 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 in Tab 7.**



Ms. Allison McLeary, Esq., 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 Louisiana's Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP)**, she offers direct, senior-level experience administering grant programming in coordination with federal, state, and local agencies.



Mr. John Buri is a director of post-disaster programs for Tetra Tech, Inc., and a member of our senior management team. Mr. Buri has a thorough understanding and practical application of industry best practices and federal guidance governing such efforts including the FEMA, Hazard Mitigation Assistance (HMA), FEMA PA Program, 2 CFR 200, HUD Community Development Block Grant (CDBG)-DR and disaster funding strategies for local and state governments. Key highlights of Mr. Buri's career include work in 17 states across 8 FEMA Regions, and support to more than 100 state and local governments clients since 2004.



Ms. Christina Hendrick is a seasoned grant manager with more than 14 years of experience. She has overseen more than \$4 billion of FEMA and U.S. Department of Housing and Urban Development (HUD) grant funding under FEMA PA, FEMA HMGP, COVID-19, CDBG programs. In her current role as a Deputy Director for financial recovery services, Ms. Hendrick has maintained oversight of Tetra Tech's most critical PA and CDBG recovery projects across 7 FEMA regions, as well as multiple COVID-19 recovery projects utilizing PA, CARES Act and other grant funding. She has served as a business management expert, strategic planner, and business planning leader for clients such as the City of Houston and Harris County, Texas; City of Philadelphia, Pennsylvania; Palm Beach County, Florida; Barnwell County, South Carolina; Dougherty County, Georgia; Richland County, South Carolina; Hamilton County, Tennessee; and states such as Louisiana and Massachusetts.



Ms. Brenna Minor, AICP, is an accomplished planner and grant expert with 15 years of experience leading teams in grant program administration. She is an innovative team leader and motivator, focused on client satisfaction. Ms. Minor is a key leader in the development and implementation of business strategies during rapid growth and is an avid interpreter of policies and data used to develop procedures, meet program goals, and maximize efficiency across functional areas.

In her current role, Ms. Minor provides guidance to state and local governments on housing and other programs funded by CDBG-DR, CDBG-MIT and COVID-19 programs as communities seek to assist residents recovering from disasters. She also leads teams in the implementation and management of disaster recovery housing programs.

Ms. Minor has served as program manager for the preparation and implementation of over \$5 billion in disaster recovery and community development projects, including with the Texas General Land Office's (GLO) Hurricane Harvey CDBG-DR programs and the Puerto Rico Department of Housing Hurricanes Maria and Irma CDBG-DR and MIT programs. She provides subject matter expertise, policy review and analysis, SOP development, and hires specialized personnel for key project management positions.

Project Team

Tetra Tech has identified a team of program staff to support the County. We have selected team members who have previous experience in similar operations. **Brief summaries of each of our team members' experience are provided below. Resumes for these staff have also been provided in Tab 7.**

Proposed Staff	Brief Introduction
Andy Burns Project Manager	Mr. Burns is an experienced FEMA Public Assistance (PA) grants manager and assists clients with damage assessment, force account reconciliation, and project worksheet (PW) development. Mr. Burns is familiar with project formulation: data collection and dissemination; labor; equipment; and invoice reconciliation; contract compliance review; application development, and project monitoring.
Rosalita Whitehair Subject Matter Expert (FEMA Programs)	Ms. Whitehair brings over 17 years of disaster and homeland security experience with 28 years in Public Safety. She has managed large-scale incidents including wildfires, hazardous chemical response, droughts, floods, and the current COVID-19 pandemic response. Her experience includes managing and closing out multi-million-dollar federal projects. She assists Tetra Tech with deciphering FEMA, ARPA Final Rule, ARPA Compliance and Reporting Guidance, Treasury OIG Reporting and Recordkeeping Requirements, COVID-19 guidance and the recent congressional bills, helping to clarify, interpret and lead discussions and updates in federal grant compliance. As the former Director of the Navajo Nation Department of Emergency Management, Ms. Whitehair brings invaluable experience with tribal-state-federal coordination. The Navajo became the First Tribe in Arizona, and firsts in the nation, to get aid directly from the Federal government via a Stafford Act Declaration. She was inducted as one of the first Native Americans into the International Women in Homeland Security and Emergency Management Hall of Fame. She volunteers with Team Rubicon, an international non-government organization for disaster response, providing her with boots-on-the-ground experience as an EMT, Fire Fighter and Trauma Team member, and has served as Tribal Advisor to the National Domestic Preparedness Council (NDPC).
Alison Miskiman, CFM, GISP Planning	Ms. Miskiman has 20 years of experience and leads Tetra Tech's Risk & Resilience subpractice as part of our Emergency Management Community Resilience program. She specializes in risk-informed planning; working in partnership with clients to maximize funding and increase resilience to natural hazard events and the changing climate. She holds a Master's Degree in Earth Science/Geochemical Systems, is a Certified Floodplain Manager (CFM), and a Certified Geographic Information Systems Professional (GISP). Ms. Miskiman also leads our geospatial team to conduct detailed and customized risk and vulnerability assessments. She manages large-scale Geographic Information Systems (GIS), data management, and web-based application development projects to simplify and streamline the collection and analysis of information for environmental, emergency management and economic development projects and utilizes the software to support data visualization. Ms. Miskiman has extensive technical experience in the development of BCAs incorporating state-of-the-art strategies to include quantifiable benefits to demonstrate economic feasibility of federally and locally-funded projects. Ms. Miskiman has collaborated with federal, state and local government agencies, private corporations, and the general public.
Alec Rozas Damage Intake Support	Ms. Rozas has four years of engineering and program expertise in the administration of the FEMA PA program on behalf of the State of Texas and Puerto Rico. She is adept at leading teams of Field Inspector Engineers executing site visits to document damages.
Reuben Meador, CPM, CSND Mitigation	Mr. Meador is a highly qualified emergency management executive with approximately 19 years of expert experience working with the private non-profit sector, federal, state and local governments, to include working as a senior manager for FEMA. Mr. Meador possesses a firm grasp of the 44 CFR/2 CFR, the Stafford Act, as well as HUD related disaster recovery and mitigation programs to meet the emergency preparation and disaster recovery

Meridith Sanders
Procurement and Appeals

business needs of communities on a small and large scale. He is a dedicated leader that provides regulatory knowledge needed to deliver successful outcomes. Mr. Meador works directly with government leaders assisting them with high level decisions that directly affect the administration and delivery of most federal grant programs.

Ms. Sanders is a financial recovery and management professional with a wide range of experience throughout her 10-year career. She evaluates existing contracts for FEMA Public Assistance 2 CFR 200 compliance and advises accordingly to reduce the risk of deobligation. Ms. Sanders successfully advocates for clients, through the draft and submission of both first and second appeals. She monitors new guidance related to disaster cost recovery and disseminates guidance to clients. She also conducts applicant timesheet reviews and the creation of force account labor, material, and equipment summaries. Most recently, she assisted clients from Miami to Anchorage with completing FEMA Public Assistance (PA) Project Worksheets for categories A-G in response to hurricanes, earthquakes, and COVID-19. Ms. Sanders has a background in business management, with experience in process management, finance, and risk management.

Tricia Rowan
Closeout and Audit Support

Ms. Rowan is a highly experienced project manager with a proven track record in disaster recovery and emergency management. She currently serves as Deputy Project Manager at Tetra Tech's Disaster Recovery Unit, where she led program management and client liaison for \$276 million in CRF projects and is helping oversee nearly \$1 billion in FEMA PA reimbursement for the State of Connecticut in DR-4500. In her roles, she provides technical assistance to clients, performs eligibility reviews, and manages a team of FEMA PA consultants. Prior to this role, she worked as Government Analyst at the Florida Governor's Office of Policy and Budget, where she assisted in program management of the State of Florida's CRF allocation of \$5.8 billion and provided training and technical assistance to State Agencies. She also served as Compliance Program Manager and Contract Manager at FDEM, where she gained experience in managing multimillion dollar grant management and staff augmentation contracts.

Tetra Tech does not anticipate engaging with subcontractors on this contract.



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 Florida, 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, Esq.,
Senior Management Team

Tab 4 – References

Tab 4 – References

Tetra Tech is proud of the strong relationships our team holds with our clients. In accordance with the County's RFP specifications, Tetra Tech has provided references of clients of similar scope and size within the past 8 years on the following pages. **We believe that these references will accurately reflect the ability of our firm to provide services, exemplify performance under similar contracts, and demonstrate the ability to provide knowledgeable and experienced staffing for municipal clients.**



Walton County, FL

Over the past 20 years, Tetra Tech has worked with the County on a myriad of engineering projects, including a variety of stormwater and drainage control planning, design, permitting, and construction administration projects. Since 2009, Tetra Tech has completed more than 95 different County projects successfully, including implementing solutions to drainage and roadway problems.

In 2016, Tetra Tech assisted the County with Flood Mitigation Assistance (FMA) grant applications for the elevation of three residential properties. The grant was awarded and now Tetra Tech is also helping with this project with the elevation of those properties in the role of elevation construction management as well as project management.

In 2018, Tetra Tech submitted an application to the Pre-Disaster Mitigation (PDM) Program for a Local Mitigation Strategy (LMS) Plan and received the notification of funding in early 2019. Tetra Tech completed the update for the County and worked with the LMS Committee to get the LMS through the evaluation and acceptance stage for Walton County.

Hurricane Sally Public Assistance Grant Management

Description: In September 2020, Hurricane Sally struck the Florida Panhandle. Tetra Tech assisted the County with their FEMA Public Assistance recovery by providing consulting and grant management support for damage claims totaling nearly \$1.1 million. Tetra Tech provided support with all aspects of the PA Program, including data review and reconciliation, project formulation, site inspections, and EHP considerations.

COVID-19 Public Assistance Grant Management

Description: Tetra Tech assisted the County with their COVID-19 FEMA Public Assistance recovery by providing grant management support for eligible emergency work estimated at \$130k. Tetra Tech also assisted the County with procurement-related questions regarding other eligible recovery programs.

Client

Walton County, FL

Period of Performance

FMA Project: April 2015 – May 2015 (FMA Project);

LMS Project: December 2019 – October 2020

COVID 19: September 2021 – December 2022

Hurricane Sally: November 2020 – March 2023

Project Cost

FMA & LMS: \$24,4884.00

COVID-19: \$33,000.00

Hurricane Sally: \$87,510.00

Reference Contact

Jeff Goldberg,

Emergency Management
Director

Walton County Emergency
Management

75 South Davis Lane

DeFuniak Springs, Florida 32435

Mobile: (850) 307-4131

Office: (850) 892-8065

jeff@waltoncountync.org



Collier County, FL

the last two decades, Tetra Tech has provided a variety of disaster recovery assistance to Collier County – from debris management planning and training to major post-disaster debris monitoring assignments.

In September of 2022, Category 4 Hurricane Ian crushed Charlotte County to the north with winds approaching 155 miles per hour. Tetra Tech is currently providing Collier County with debris monitoring services for its right-of-way debris, hazardous leaners and hangers, parks, private roads, waterways, and ditches. Tetra Tech is also providing FEMA Public Assistance services to the County.

Following a direct landfall by Hurricane Irma in 2017, Tetra Tech provided total program management for the Collier County debris removal mission. In addition to debris monitoring, we served as the County's representative, tasked with overseeing right-of-way (ROW) debris removal; processing, site management and haul-out; private road and gated community debris removal; and leaner, hanger and stump removal. At the peak of the project, Tetra Tech employed nearly 200 monitors and, over the course of four months, monitored **nearly 64,000 loads of debris** and over **25,000 leaner and hanger removals**. In total, Tetra Tech monitored **over 4,000,000 CYs of debris**.

In January 2016, Collier County was forced to manage debris after a straight-line windstorm left a swath of damaged and downed trees across the County. The County tasked Tetra Tech with the rapid ramp-up to monitor disposal of debris from the impacted areas. Tetra Tech worked for the County for a three-week period and monitored and documented the contractor's removal of over 44,000 cubic yards of vegetative debris during this brief timeframe. Tetra Tech used *RecoveryTrac*™ ADMS to document quantities of debris and provided ADMS units to County code-enforcement staff to assist with damage assessments. Tetra Tech provided daily reports to the County project leadership, and the County was especially appreciative of the timely and accurate information that allowed them to make quick decisions and ultimately conduct an efficient and effective clean-up for Collier County residents.

In the spring of 2006, nearly six months after Hurricane Wilma struck Collier County, damage assessments revealed that waterways throughout the County contained storm-generated hazardous debris that caused impediments and obstructions to the natural flow of watershed drainage. The County determined that an estimated 47 miles of waterways and canals were affected and required debris removal. Under contract with the County and the regulatory direction of the National Resources Conservation Service (NRCS), our team successfully managed the environmentally sensitive debris removal operation. Tetra

Client

Collier County, FL

Period of Performance

Hurricane Ian: September 2022 – Present

Hurricane Irma: September 2017 – December 2018

Project Cost

Hurricane Ian: \$3,144,234

Hurricane Irma ROW: 4,004,300 CYs

Reference Contact

Christopher Johnson

Interim Director – Corporate Financial

and Management Services

3299 Tamiami Trail East, Suite 201
Naples, FL 34112

Phone: 239-252-5312

Cell: 239-821-7261

Christopher.Johnson@colliercountyfl.gov

Tetra Tech also provided daily progress reports that included debris concentration maps, debris removal tracking maps that included GPS coordinates, before and after photographs, and debris quantity tracking spreadsheets. Another important function of the monitoring services provided by our team under this engagement was the enforced observance of special considerations set forth by the contract. These special considerations included the preservation of the embankments, the protection of endangered species (mangroves), and the restoration of the natural flow of water.

Since Tetra Tech's work for Collier County after Hurricane Wilma, our team has maintained a true partnership with the County in helping prepare for the next potential event. The County holds an annual War Games to prepare County and municipality staff – as well as other agency and private sector partners – for what to expect and what actions to take following a hurricane or other disaster event. Tetra Tech has been an active participant in this annual event for years and has helped lead the training for all participants. Tetra Tech also recently completed an update of Collier County's Disaster Debris Management Plan.



City of Fort Myers, FL

In September 2022 Hurricane Ian brought 155 mph gale force winds and 15-foot storm surge as it tracked across the City of Fort Myers. Tetra Tech responded to assist with recovery efforts and FEMA reimbursement claims within days of the storm's landfall. Since then, Tetra Tech has been able to assist the city in obtaining \$14m in debris removal and emergency protective measure costs from the FEMA Public Assistance Program. Tetra Tech continues to review documentation and coordinate identifying and documenting damages, dimension, and descriptions for storm related damages. It is estimated the totality of damage costs for this disaster may reach about \$50 million. Tetra Tech is working closely with city departments to identify disaster mitigation that can be applied to damaged infrastructure as well as any capped or alternate projects where the city may use FEMA Public Assistance funds for other recovery efforts.

Tetra Tech is assisting in performing site inspections with marine engineers and divers to determine the amplitude of storm damages done to the Yacht Basin, various seawalls, and docks near or adjacent to the Caloosahatchee River.

Additionally, Hurricane Ian caused damages to over 300 homes within the city and brought additional Hazard Mitigation Grant Program opportunities such as elevations, wind hardening, and retrofits to residential homes and city infrastructure.

Client

City of Fort Myers, FL

Period of Performance

Contract: 03/5/2020 – 3/4/2024

Task Order: 10/10/23 - 10/9/2023

Contract Amount

\$1,141,697

Reference Contact

Kristina Mathews

Emergency Management

Coordinator

Division of Emergency

Management

2033 Jackson St

Fort Myers, FL 33901

P: 239-222-8870

kmathews@cityofmyers.com



City of South Daytona, FL

Hurricane Ian devastated the coastal communities of Volusia County in September 2022, when it made landfall as a Category 4 hurricane and was responsible for five fatalities in the County. Due to extreme winds and storm surge, the City of South Daytona sustained significant damage to numerous facilities and infrastructure.

Tetra Tech assisted the City soon after the storm's impact by deploying a dedicated team to the site. Tetra Tech has been supporting the City with the documentation and administrative processes to develop FEMA project worksheets (PWs) for reimbursement claims.

While providing overall project management and oversight, Tetra Tech's team also worked on conducting site inspections, collecting, and reviewing documentation, managing the documents and Essential Elements of Information in FEMA's Grants Portal, and providing daily guidance to the City. Tetra Tech continues to support the City by providing the documentation and support necessary to develop FEMA PWs for reimbursement claims estimated in excess of \$3.5 million.

Client

City of South Daytona, FL

Period of Performance

October 2022 – Present

Project Cost

\$100,000

Reference Contact

Jason Oliva

Finance Director

1672 S. Ridgewood Avenue

South Daytona, FL 32119

(386) 322-3063

joliva@southdaytona.org



City of Lynn Haven, FL

The City of Lynn Haven's location in the Florida Panhandle placed it directly in the path of Hurricane Michael, a Category 5 hurricane that was the third most intense hurricane to make landfall in U.S. history. The City sustained catastrophic damage to numerous facilities and infrastructure. Many residents were displaced and left without power.

Upon notice to proceed, Tetra Tech mobilized senior staff and had a team on the ground within 48 hours of impact. Tetra Tech immediately began performing initial debris survey estimates across the City. Our team hired and trained **nearly 60 local monitors** to provide debris removal operations. Working closely with the City, our team assisted with collection monitoring; disposal monitoring; truck certification; leaner, hanger, and stump monitoring; and FEMA reimbursement reporting for the City's debris removal contractor.

In total, our team documented and managed the removal, reduction, and disposal of **over 1,290,700 cubic yards of debris and over 2,500 leaners and hangers** following Hurricane Michael.

Waterway Debris Removal Monitoring

The Econfina Creek is located in Bay and Washington Counties in Florida. Tetra Tech was responsible for monitoring the cleanup of eligible storm-related debris. Barge monitors followed cleanup crews collecting debris generated by Hurricane Michael. The debris was mainly vegetative, which consisted of trees blown over across the creek. These trees created a serious threat to navigation and created blockages, causing properties on both sides of the creek to flood. Tetra Tech documented the removal and collection with photos and incident reports and documented where debris was. The debris was transported to an offload site, and the distance from the debris point of origin to the offload site was recorded. Tetra Tech then monitored the debris being loaded into collection trucks and issued collection tickets. The debris was transported to a final disposal site, where monitors processed the loads and issued final tickets.

Lynn Haven ditches were blocked by storm debris from Hurricane Michael. Our team monitored crews who cut and removed debris to open the ditches back up. Incident reports were used to document the work performed, and collection tickets were created to record the trucks hauling the debris to a final disposal site. Monitors at the final disposal site documented the debris that was brought in.

Client

City of Lynn Haven, FL

Period of Performance

October 2018 – February 2021

Project Cost

\$3,226,800

Reference Contact

Vickie Gainer,
City Manager
825 Ohio Avenue
Lynn Haven, FL 32444
(850) 265-2121 ext. 112
vgainer@cityoflynnhaven.com



City of Bowling Green, KY

The City of Bowling Green, Kentucky, woke up to Category 3 tornado and straight-line winds in December 2021. Within 48 hours of the storm, Tetra Tech was on the ground, where we hired and trained **over 50 local staff** to aid in our response and recovery efforts. The tornado took its toll on residents by displacing massive debris piles and destroying many properties in its path.

Soon after the event, Tetra Tech staff met with officials from Bowling Green and Warren County to establish an action plan to clear roads and document the debris removal from the right-of-way (ROW) debris. We ensured that debris was tracked and monitored efficiently and effectively with our proprietary *RecoveryTrac™* ADMS technology. This technology played a key role in the City and County receiving FEMA reimbursement by instilling processes that they followed from the start of recovery through audit. To qualify for FEMA reimbursement, the City and County were divided in zones that promoted accurate debris tracking from the ROW to the temporary debris site (TDS). Additionally, after collection, the debris was grounded up into vegetative mulch. Tetra Tech continued tracking the mulch until it was received at the final disposal site.

Tetra Tech's commitment to communication and transparency was upheld as progress was measured daily, keeping the client informed on the significant amount of debris that was removed in a mere 60 days. Each hazardous tree and stump that needed to be addressed in the ROW was GPS tracked, photographed, and documented to show that the hazard was removed.

Our staff also surveyed parks and common areas to ensure that all remaining trees were not considered a hazardous threat to the public.

Client

City of Bowling Green, KY

Period of Performance

December 2021 – February 2022

Project Cost

\$105,520.61

Reference Contact

Matt Powell,

Environmental Manager

1011 College St.

Bowling Green, KY 42101

(270) 784-7796

matt.powell@bgky.org

Tab 5 – Cost of Services

Tab 5 – Cost of Services

Tetra Tech is prepared to assist the County with all components of the scope of work. Table 1 below provides Tetra Tech's hourly rates which are fully burdened to include all cost (overhead, profit, and non-labor expenses).

Table 1: Hourly Rate Schedule

Labor Category	Hourly Rate
Subject Matter Expert	\$245.00
Program Manager	\$205.00
Project Manager	\$195.00
Consultant/ Planner/ Engineer IV	\$195.00
Consultant/ Planner/ Engineer III	\$175.00
Consultant/ Planner/ Engineer II	\$155.00
Consultant/ Planner/ Engineer I	\$135.00
Consulting/ Planning Aide IV	\$125.00
Consulting/ Planning Aide III	\$115.00
Consulting/ Planning Aide II	\$105.00
Consulting/ Planning Aide I	\$95.00
Documentation Specialist IV	\$115.00
Documentation Specialist III	\$105.00
Documentation Specialist II	\$95.00
Documentation Specialist I	\$85.00
Finance Specialist IV	\$125.00
Finance Specialist III	\$115.00
Finance Specialist II	\$105.00
Finance Specialist I	\$95.00
Administrative Specialist IV	\$85.00
Administrative Specialist III	\$75.00
Administrative Specialist II	\$65.00
Administrative Specialist I	\$55.00

Tab 6 – Capacity of Firm

Tab 6 – Capacity of Firm



Ability to Perform

Tetra Tech is one of the leading disaster program management and emergency management consulting firms in the U.S. We have led hundreds of major programs for federal, state, and local agencies ranging from the U.S. Environmental Protection Agency to the largest municipalities in the United States. Tetra Tech has managed over \$12 billion in disaster funding.



Experience with Similar Clients

Tetra Tech is a turnkey provider that can perform an all-inclusive approach, and with a national reputation for quality, reliability, and capacity to handle a variety of services. We have been providing similar services since 2001, and most recently deployed our response structure in response to September 2022's Hurricane Ian – **staffing more than 1,300 surge staff in just 10 days.**



Deep Bench of Qualified Staff

We are a global company with **over 27,000 employees located in 550 offices worldwide** that is *Leading with Science®* to provide innovative solutions to complex problems for our public and private clients. In all, Tetra Tech has dedicated problem solvers and innovators from 60 disciplines collaborating on innovative projects worldwide.

Every incident is different, so our team is scalable to meet the needs of the County. Our staffing and resource plans, task orders and readiness plans will be constantly evaluated and revised as the needs of the County evolve. In addition to advising on these issues, we have significant resources to conduct field operations in areas such as debris and sheltering, whether in support of the County itself, or the County's support of local jurisdictions. ***Through the extensive resources of our team, we offer the County a deep bench of experts.***

Our staff roster includes first responders, grant managers, disaster recovery specialists, planners, engineers, scientists, and technical specialists who have dedicated their careers to emergency management and disaster response and recovery. Their collective experience is based on both pre-disaster planning and post-disaster response and recovery operations working directly for local, state, and the federal government, or through consulting contracts comparable to this RFP.

Our team's size, stability, location, and ability to quickly adjust to fluctuating workloads enables us to undertake demanding short-turnaround time projects such as a potential catastrophic disaster, and to administer the resources required for successful completion.

As proven through our 320+ mobilizations throughout the country, Tetra Tech is an expert in delivering project work in accordance with the County's needs. This includes mobilizing the right staff to the right place at the right time. We are able to successfully deliver our project work in part due to our dedication to preemptively address resourcing needs before they impede project progress, whether the requirement is supplemental staff to support the Emergency Operations Center (EOC) immediate response staffing or long-term placement for federal grant management.

Our staff roster includes first responders, grant managers, disaster recovery specialists, planners, engineers, scientists, and technical specialists who have dedicated their careers to emergency management and disaster response and recovery. Their collective experience is based on both pre-disaster planning and post-disaster response and recovery operations working directly for local, state, and the federal government, or through consulting contracts comparable to this RFP.

The Tetra Tech team has also assembled a cadre of incident command system (ICS)-trained individuals that brings first-hand local knowledge of state-level response operations. Our staffing mixture of local, regional, and nationally-based individuals ensures a quick response on a continual basis (24 hours/7 days per week). We stay ahead of upcoming staffing needs with a proactive approach to resourcing, being both predictive and preventative in our staffing strategies. We have learned firsthand the challenges that can be encountered when staffing the positions required for this work. We know the indicators of problems and, in our role as a trusted consultant to many large communities, have learned how to solve them. At the highest level, our understanding of County deliverables includes:



The County requires flexibility in capacity.

Tetra Tech has proven to be a reliable partner in prior emergency and disaster declarations, providing specialized staff in every area of expertise from soil sampling to grant closeout. We operate exclusively in the emergency management and disaster response arena, and our staffing structure is specifically designed to respond to client needs to increase and decrease staffing pars in coordination with disaster-related work. In addition to the capacity to rapidly recruit, hire, and deploy qualified staff in an emergency response environment, we also maintain a cadre of full-time employees with specialized expertise in federal grant management, including many in Florida.



Our goal is to not be needed.

We have planned our program activities to contribute and coach expertise for the County. It is our job to transfer knowledge to the local teams, jurisdictions, and stakeholders, so that knowledge stays with the County long after this engagement ends. Our intention is that, as performance continues over the contract period, County staff and grant applicants are increasingly able to perform work independently of Tetra Tech support as a result of ongoing training, capacity building, and knowledge transfer.

Staffing Plan

Tetra Tech mobilizes staff faster and maintains a higher standard of quality than any other firm in the disaster recovery industry. We have achieved this through our more than 25 years of experience providing critical support to large and small communities throughout the country following wildfires, floods, tornadoes, hurricanes, ice storms, and environmental and economic disasters. Our approach to immediately mobilize staff within 48 hours of contract execution is built on the following:

- **Leveraging our Local Staff and Offices.** Our team is led by our local staff within Florida who sit in our 22 offices across the state, including the disaster recovery headquarters in Maitland. These staff and facilities will lead our coordination with the County and recruiting and onboarding of additional staff.
- **Situational Awareness during Kickoff.** During the scoping process, we will work quickly to clearly identify the local and specialized resources required for the task. Our goal is to fully understand the type of resources required to support the State.

Florida Mobilization Plan

Our Operations Team has created a customized, time-delineated staffing plan based on the requirements of this RFP and our experience managing programs of similar size and scope. We have identified the local leadership team and resources that are immediately available to begin work when receiving notice to proceed from the County.

- **Commitment to NIMS and ICS.** We will utilize the National Incident Management System (NIMS) and Incident Command Structure (ICS) to manage our mobilization. Our time-tested Concept of Operations (CONOPS) plan will be utilized for this deployment to rapidly meet the State's needs.

Because we use this approach for our deployment plans, we have never failed to mobilize for any client following a disaster.

If additional staffing needs remain and cannot be addressed by the strategies described above, we are prepared to leverage our regional resources to identify existing Tetra Tech staff who could be reassigned to this engagement, drawing upon:

- **22 Tetra Tech offices** throughout Florida
- **1,400 disaster recovery professionals** across the country
- **60 disciplines** across the enterprise
- 100,000 annual projects
- **27,000 employees** around the world

The following table illustrates major milestones and highlights tasks Tetra Tech is responsible to achieve our typical 48-hour mobilization for recovery activities.

Time	Tasks	Deliverables/Milestones
Post-Award Activities Prior to Contract Signature		
Contract-96	Communication check/internal capabilities review	• Contact the County via phone to establish a point of communication • Initiate daily Tetra Tech Team conference call (Tetra Tech Team) • Refine staffing plan based on the County's resource requirements (Tetra Tech Team)
C-72	Execute responsibilities and activate contracts	• Review statewide procedures/guidance documents issued from the County Governor's Office • Continue daily Tetra Tech Team conference calls (Tetra Tech Team)
C-48	Monitor storm track and continue preparations	• Place Tetra Tech Senior Management Team & key grant management staff on alert prepare to mobilize • Conduct regular meetings with the County • The County issues notice-to- proceed to the Tetra Tech Account Manager and key Recovery staff, as needed (for no-notice event this would come after Task Order scoping meeting occurs)
C-24 *	Mobilization	• Save critical documents and files to the County/Tetra Tech Database • If requested by the County, deploy Phase 1 staffing (Project Manager and other key Recovery staff to the County EOC) • Support incident action planning through the entirety of the response and recovery efforts • Begin local recruiting and hiring process • Identify program Frequently Asked Question (FAQs)
C-0	Contract signature by both parties	
Response and Recovery		

Time	Tasks	Deliverables/Milestones
C +24	Mobilization	• Deploy Tetra Tech staff in accordance with the County TO requirements • Coordinate with the counties to support Preliminary Damage Assessments (PDA) and prepare to receive PDA data • Provide damage estimation model • Conduct Tetra Tech/ County project kickoff meeting • Compile contact lists for local community leaders • Begin development of Disaster-specific Work Plan • Participate in status review meetings • Continue data collection and support
C +48	Damage assessments/ operational plans	• Develop cost estimate and other inputs required for presidential disaster declaration and other reports • Develop operational plan for disaster-specific issues • Develop case management program objectives • Establish call center and critical issue escalation process • Establish intake processes for case management programs • Receive approval for Work Plan • Develop training protocols • Plan and schedule applicant kickoff meetings
C + 1 Week	Stabilize response	• Begin engagement with local community leaders to identify needs • Begin weekly reporting • Begin onboarding and training of local staff • Technical Support and Service section fully functional • Deliver grant program training to County and applicants as requested • Conduct applicant kickoff meetings • Conduct charrettes with key stakeholder groups and local community leaders • Refine case management policies and procedures to meet needs • Begin case management program intake • Provide disaster impact analysis • Develop recovery objectives • Provide grant documentation support to County and applicants • Continue to meet with key stakeholder groups and community leaders
C + 2 Weeks	Implement programs	• Survey disaster survivors to identify ongoing needs • Conduct data analysis to identify unmet needs • Develop long-term recovery plan • Establish Recovery Support Functions • Test 20% sample of program documentation and report results • Review Project Worksheets (PWs) for mitigation opportunities
C + Multiple Weeks	Full project implementation	

Time	Tasks	Deliverables/Milestones
Weekly	Project maintenance	• Participate in weekly review meetings • Provide the County with weekly status reports • Compile and submit reports to federal funding agencies for grant program compliance • Conduct reviews and scheduled updates to standard operating procedures • Provide the County with issue report within 24 hours of identifying a significant issue • Provide County and applicants with program advocacy
When Needed	Support services	• Deliver assessments on complex issues management and resolution • Provide regulatory reviews • Assist in appeals • Conduct desk audit on completed PWs and case files • Project Report Dashboard • Access to <i>RecoveryTrac</i>™ Technology
Available Anytime	Support services	
Project Completion	Document turnover/ closeout	• Conduct final inspection on PWs and case files • Provide closeout package

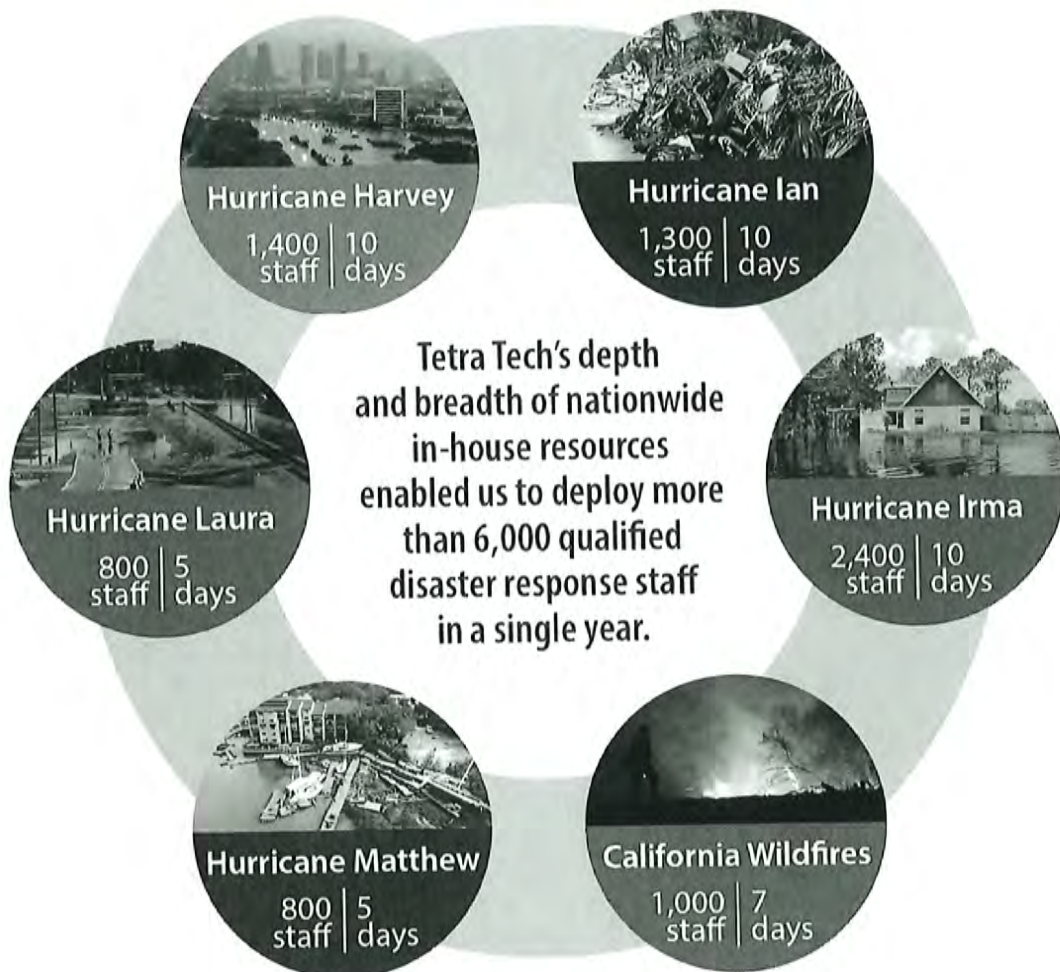
Current Capacity and Future Workload

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.

Tetra Tech has an outstanding reputation for completing projects on time and within budget. It is our practice to review our projected workload and assess staffing requirements on a continuous basis to make sure we can provide responsive service within the agreed performance schedule. Tetra Tech has carefully reviewed the Scope of Services for this project and is aware of the importance of committing the necessary resources to carry out the associated tasks. **Upon careful consideration of the County's contractual obligations and the capacity of our logistics, equipment, staffing, and ability to mobilize across Florida, we certify that the County will continue to 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.** Due to the nature and deep pool of resources of our firm, we can scale to meet the County's need regardless of size or scope of work.

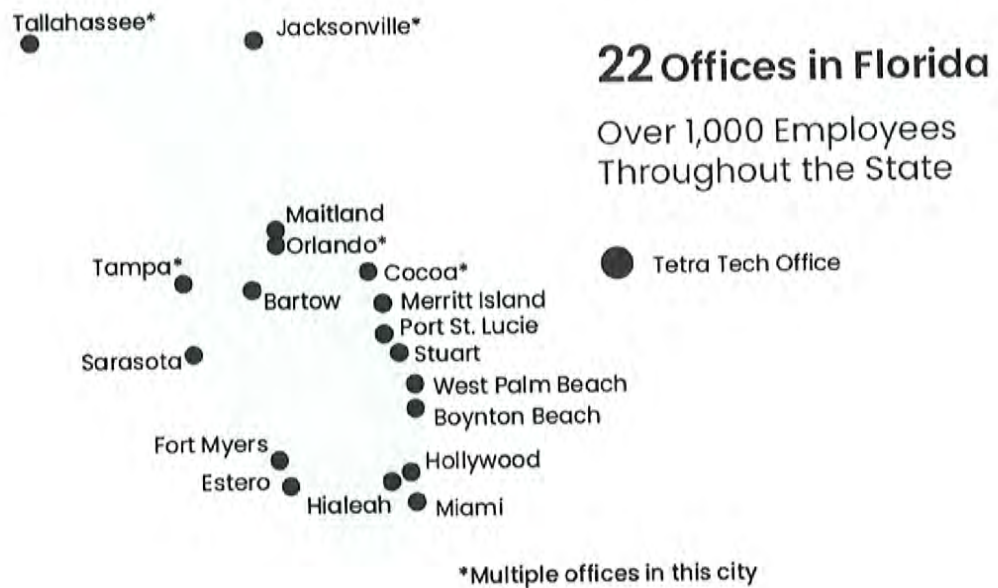
In many cases, we respond rapidly within 24 hours of receiving notice-to-proceed and fully staff projects within 7 days. Our staffing process has rapidly mobilized project teams for major disaster recovery projects nationwide, leveraging both our in-house and on-call staff with demonstrated disaster 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.



Local Presence and Recent Experience

Regional Offices

Tetra Tech's national network of resources includes 22 offices in Florida, with our Disaster Recovery headquarters located in Maitland. The Tetra Tech team can use these office locations as necessary to immediately respond to the County's need for support, to include personnel and resources. Tetra Tech also maintains a warehouse located in Central Florida with supplies capable of supporting over 50 simultaneous recovery operations for over 90 days. 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.



Tab 7 – Attachments/ Administrative Information

Tab 7 – Attachments/Administrative Information

Per Addendum No. 1 dated May 8, 2023, please find our approach to delivering the scope of work below.

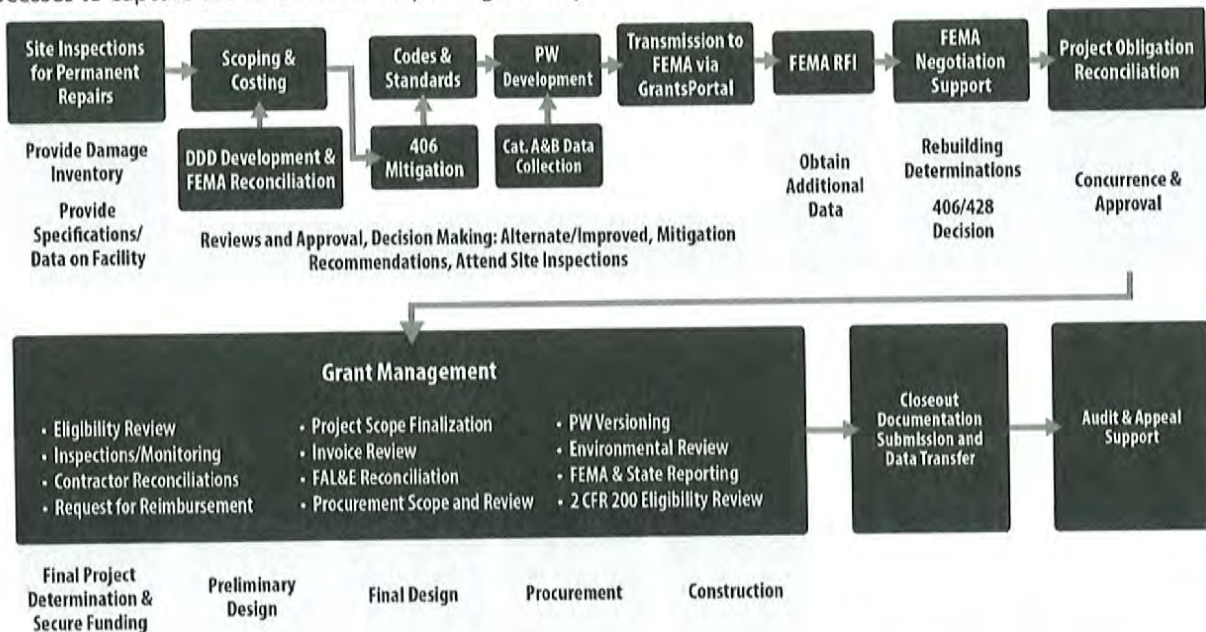
Project Understanding

Understanding of the Scope of Work

Tetra Tech understands that Nassau County is vulnerable to a myriad of hazards that can cause catastrophic damage and result in a presidential disaster declaration. If the County is determined eligible for FEMA PA, Tetra Tech may be activated to provide grant management services, upon the County's notice to proceed. Tetra Tech also understands that time is critical when responding to and recovering from a major disaster. Tetra Tech has the expertise to perform cost recovery services with FEMA, Federal Highway Administration Emergency Relief Program (FHWA-ER), Florida Division of Emergency Management (FDEM) and Florida Department of Transportation (FDOT) agencies. The section below describes how Tetra Tech will support the County upon request for grant management services.

Across our services, Tetra Tech has gained experience in all aspects of emergency management, from pre-event planning, to response, recovery, and closeout. Each phase of our emergency management support has documented and systematic procedures that govern the execution to provide **scalable, consistent, high-quality results**.

Tetra Tech is prepared to assist the County with all components of the scope of work. The following section details our proposed start-up procedures, followed by a detailed technical approach. Our team has developed documentation processes to capture the data at each step along the way.



Delivering the County's Scope of Work

Overall Program Management

Our team will deliver a program that can guide the County through the cost reimbursement cycle. Tetra Tech will employ its time-tested, four-step CASE Management Approach to the federal grant program.

Step 1 - Collect the Data.

The biggest challenge typically faced in a grant management program is obtaining necessary data quickly and completely. We have found time and time again that our ability to work with our client on collecting the data upfront will lead to success as we monitor the County's program spending and build the FEMA reimbursement documentation. We employ a number of methods to collect, store, and report data, including rapid and detailed program assessments, one-on-one meetings with departments to collect and secure data, a robust SQL server database to store data offsite, and Microsoft PowerBI to report the County on the status of the project.

Result: We have the most robust data management capability in the industry. The County can trust our team to collect and manage the most critical data throughout each phase of the County's FEMA program.

Step 2 - Analyze the Projects.

Whether it is analyzing thousands of labor records, assessing the plans to make emergency purchases, identifying mitigation measures to protect damaged assets, or designing a multi-billion-dollar COVID-19 economic recovery program, the Tetra Tech team has unparalleled expertise the County needs to support its recovery efforts.

Tetra Tech will work closely with the County from the beginning of our engagement to understand the project status, scope, and goals to determine the best course of action.

Result: We are committed to delivering national experts with a local perspective to deliver solutions for the County. There is no problem too big for our team to solve.

Step 3 - Submit to FEMA.

We understand the need for the County to expedite the recovery process and keep pace on program timelines. We have found that the best way to do this under FEMA's Delivery Model for PA is actively working within the construct of FEMA's GrantsPortal side-by-side with Tetra Tech's proprietary *RecoveryTrac*™ data management tool. Aligning these systems will result in the County's ability to transmit data more quickly to FEMA and the State, maintain visibility in the status of its programs, and quickly illustrate when funds have been obligated. Our ability to integrate these programs has been a transformative tool that has led to a more streamlined and transparent process.



Our Philosophy: Disaster Cost Recovery

It's Not What You Get, It's What You Keep: All federal funds come with strings attached. We are adept at developing strategies, action plans, policy, and processes to achieve program success and eliminate funding clawbacks.

Efficiencies to Maximize Benefits: We will help the County receive maximum benefits from federal disaster programs while minimizing the out-of-pocket costs by implementing Standard Operating Procedures and Guidelines aligned with current FEMA and U.S. Treasury policy/regulation.

Bringing in the Right People at the Right Time: Every incident is different, so our team is scalable to meet the needs of the County. Our staffing and resource plan will be constantly evaluated and revised as the pandemic evolves from short-term recovery to long-term recovery and beyond.

Leading Recovery of the Whole Community: Tetra Tech is prepared to assist the County and its communities through the disaster recovery process. Our experience has shown that strong applicant training and advocacy effort yields successful results.

Retaining Funding Through Documentation and Audits: We have a proven track record of success in retaining funds and resolving disputes with funding agencies. Tetra Tech will provide guidance and assistance on internal controls and documentation requirements to ensure projects are fully supported and "audit-ready."

Since first working in Grants Portal under FEMA's beta-test in Albany, GA in 2017, we have worked hundreds of projects in Grants Portal and know the system "inside and out".

Result: We are committed to supporting the County to provide a rapid and compliant FEMA PA program that meets FEMA requirements for program administration, spending, and reporting.

Step 4 - Expedite The Requests.

When a project is submitted to FEMA or the State for review, Tetra Tech is with the County each step of the way. Within each of the steps, FEMA or State personnel must review the submission. This may result in one or more RFIs or specialized requests or meetings. These requests must be dealt with timely and with the appropriate amount of information to maintain that the PW does not stall in the process or get moved to a previous step.

Our team has responded to tens of thousands of RFIs for Essential Elements of Information (EIs) and Hazard Mitigation Proposals as well as DURs for Detailed Damage Descriptions since 2017 alone.

Project Initiation

Kickoff Meeting

The Tetra Tech team will begin the project by conducting a kickoff meeting to develop the project work plan and review and update existing communications protocols. The kickoff meeting will include Nassau County key staff, other County disaster stakeholders, and the Tetra Tech team. During the kickoff meeting, the Tetra Tech team will review the project's goals, objectives, timeline, and deliverables. The outputs of the initiation kickoff meeting will be a stakeholder register and a Tetra Tech/County coauthored project scope statement that will provide the global framework for the project work plan.

Continuous and coordinated communication with County staff is essential for the success of this project. Our project management team understands the importance of effective communication and will seek to establish a communication protocol with the County at the kickoff meeting to continue enriching our proactive working relationship and maintaining frequent information exchange.

Areas to be discussed in the kickoff meeting and memorialized in a project work plan will include but not limited to the following:

- Organizational reporting between Tetra Tech, County staff, and federal agencies
- Timeline of key events (e.g., mobilization of Tetra Tech staff, timing for initial Tetra Tech meetings with the County, completion of applicant PW formulation, etc.)
- Roles and responsibilities and reporting structure of key Tetra Tech, County staff involved in the federal program emergency/disaster assistance efforts
- Contact information for key Tetra Tech, state, and federal staff involved in the recovery effort
- Likely staging of staff operations, including location of day-to-day operations
- Internal communication so parties are kept informed of progress
- Reporting and information requirements of Tetra Tech's work efforts and progress to the County
- Templates of critical forms to provide consistency across the theater of operations
- Identification of key FEMA officers
- Process flow and approvals of documents between Tetra Tech, the state, FEMA, and other federal agencies
- Gathering information on the County's current critical issues
- Identifying protocols to track and resolve issues or problems that may be identified

Continuous and coordinated communication with Nassau County staff is essential for the success of this project.

We will establish communication protocols with the County at the kickoff meeting to continue enriching our proactive working relationship and maintain frequent information exchange throughout the project. *Tetra Tech will also conduct executive briefings with County leadership and other executive identified by the County.*

- Information to be included in Tetra Tech's status reports to the County regarding recent project activity
- Maintenance of the status reports in an easy-to-access location for parties to review from time to time
- Process for establishing task orders as requested by the County
- Other information as specified by the County

FEMA Public Assistance Advisory Services

Our team holds comprehensive qualifications in working both for and with FEMA. In addition to having worked across all 10 FEMA Regions, 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.



... working
nationwide
across all 10
FEMA Regions.

Tetra Tech's FEMA reimbursement technical assistance consulting services involve providing guidance and technical assistance for project applications and programs for disaster reimbursement related to response and recovery efforts on behalf of our clients. Tetra Tech has far-reaching experience in assisting clients in post-disaster grant application, administration, program management, and project delivery, including direct experience with funding Categories A-G of the FEMA PA Program. Our team has extensive experience assisting local and state governments with navigating this process and works with officials to properly manage and document work that is eligible for federal funding through FEMA programs.

Meeting Attendance

Another key responsibility of the Disaster Recovery Team will be to communicate and collaborate with state and federal grant managers. This includes participating in calls, meetings, site visits, and work sessions throughout the recovery operation.

Our team members have worked with our clients to lead or participate in over 100 FEMA Exploratory Calls, Recovery Scoping Meetings (e.g., Kickoff Meeting), and Subrecipients Briefings serving local governments. In an effort for subrecipients to be prepared for the initial FEMA meeting, we will conduct **pre-calls** for the following:

Exploratory Call: Tetra Tech will provide example scripts and questions used by FEMA in past Exploratory Calls for subrecipients to review. We will work with the County as a "dress rehearsal" for the Exploratory Call.

Recovery Scoping Meeting (RSM): Tetra Tech team will have the first draft of the Damage Inventory (DI) within 48 hours of the County and FEMA scheduling the RSM. We will request that the County provide comments back within 24 hours, and we will incorporate comments immediately. We will have electronic and printed copies of the DI prior to the official RSM for distribution to FEMA, the State, and the departments.

Throughout the course of our engagement with subrecipients, Tetra Tech may also be called upon to support ad hoc or scheduled meetings with County and FEMA staff. These meetings may include:

1. 406 Mitigation Proposal Reviews

2. Ad hoc meetings with Consolidated Resource Center (CRC) / Informal RFI meetings
3. Regularly scheduled meetings
4. Additional meetings to maintain project forward momentum/progress

Our approach will include pre-calls and preparation prior to meetings with the State of Florida and FEMA. This will include preparation of agendas, PowerPoint, technical memorandums, and technical studies. In each meeting Tetra Tech will also provide notes from all FEMA and State meetings will be made available to all participants to memorialize the discussion.

FEMA PA Project Work Plan

The following table provides a timeline to illustrate the timing of events identified in this proposal for a mobilization. The exhibit provides a chronological timeline listing the approximate start date and duration for each service area. The actual start date and duration would be agreed to by the County and Tetra Tech during the Task Order scoping meeting discussed above and memorialized in the Task Order.

Tetra Tech PA Project Timeline

Time	Tasks	Deliverables/Milestones
Annual Training and PA Updates		
Annual	Meet with Nassau County to review PA Administrative Plan, provide annual refresher training course, and provide PA updates	• Conduct annual coordination meeting with the County • Obtain and coordinate management of critical documents and files, • Review and revise PA plans and procedures, as required • Provide PA legislative and regulatory updates
Pre-Event Activities (In cases of a no-notice event, the following pre-event tasks would be performed immediately post-disaster)		
H-96	Communication check/internal capabilities review	• Contact the County via phone to establish a point of communication • Initiate daily Tetra Tech Team conference call (Tetra Tech Team) • Determine potential staff resource requirements (Tetra Tech Team) • Review statewide procedures/guidance documents issues from the State
H-72	Execute responsibilities and activate contracts	• Continue daily Tetra Tech Team conference calls (Tetra Tech Team) • Place Tetra Tech Account Manager & key PA staff on alert prepare to mobilize
H-48	Monitor storm track and continue preparations	• Conduct regular meetings with the County • The County issues Task Order (TO) and notice-to-proceed to the Tetra Tech Account Manager and key Recovery staff, as needed (for no-notice event this would come after TO scoping meeting occurs)
H-24 *	Mobilization	• Save critical documents and files to the network drive, USB drive, and laptop hard drive • If requested by the County, deploy Phase 1 staffing (Project Manager and other key Recovery staff to EOC) • Support incident action planning through the entirety of the response and recovery efforts
H-0	Arrival/Impact of Disaster or Initiate Response to No-Notice Event	
Response and Recovery		

H +24	Mobilization	• Deploy Tetra Tech staff in accordance with the County TO requirements • Coordinate with the counties to support PDA and prepare to receive PDA data • Provide damage and debris model and estimates • Conduct Tetra Tech/ County project kickoff meeting • Begin development of PA Disaster-specific Work Plan • Participate in status review meetings
H +48	Damage assessments/operational plans	• Continue PDAs data collection and support • Develop cost estimate and other inputs required for presidential disaster declaration • Develop operational plan for disaster-specific issues • Receive approval for PA Work Plan • Develop training protocols
H + 1 Week	Stabilize response	• Plan and schedule applicant kickoff meetings • Begin weekly reporting to the State Public Assistance Officer (SPA0) • PA Technical Support and Service section fully functional
H + 2 Weeks	Implement programs	• Deliver PA training to County as requested • Conduct applicant kickoff meetings • Provide debris analysis • Provide PW support to County
H + Multiple Weeks	Full project implementation	• Test 20% sample of PWs and report results • Review PWs for mitigation opportunities • Participate in weekly review meetings
Weekly	Project maintenance	• Provide the County with weekly status reports • Provide the County with issue report within 24 hours of identifying a significant issue • Provide County with program advocacy
When Needed	Support services	• Deliver assessments on complex issues management and resolution • Provide regulatory reviews • Assist in appeals • Conduct desk audit on completed PWs
Available Anytime	Support services	• Project Report Dashboard • Access to <i>RecoveryTrac</i>™
Project Completion	Document turnover/closeout	• Conduct final inspection on PWs • Provide closeout package

Tetra Tech is very experienced in working closely with cities and special districts on behalf of a County. These operations require close coordination and effective communication across the emergency management structure to ensure the proper execution of responsibilities across the units of government – and we'll do just that for Nassau County. Examples of our experience include the following:

- **During Hurricane Ian in Florida, Tetra Tech provided substantial resources on behalf of Lee County to restore water and wastewater systems that were significantly damaged. This required close coordination with the State, the County, and local City governments within Lee County.**
- Philadelphia is a coterminous City and County that Tetra Tech has worked closely with for many years including planning, training, and after-action reports. For the past 2.5 years Tetra Tech has helped the City/County manage over \$375 million in federal funding from Treasury and FEMA.

- In the State of Connecticut, Tetra Tech has helped 30+ Applicants submit over \$400 million in FEMA PA reimbursement requests and is preparing to review nearly \$1 billion in FEMA PA claims for their COVID-19 disaster.
- Tetra Tech is working with Fort Bend County, Texas, on a variety of infrastructure grant programs focused on flood mitigation, road and bridge work, pedestrian and bicycle lane expansion, and broadband support. Our team closely coordinates with both cities and special districts within Fort Bend County to ensure transparency and regional buy-in.
- The City of Long Beach, California, is currently working with Tetra Tech on managing over \$45M in FEMA PA project management, to include project reimbursement risk analysis, force account labor cost reconciliations, technical support on multi-million dollar eligibility questions at the state and FEMA Region level, and the creation of a Long Beach-focused FEMA PA Processes and Procedures Manual.
- Tetra Tech is assisting Warren County in Category A-G FEMA PA projects as a result of the DR 4630 Kentucky Tornadoes. Work includes deconflicting with City of Bowling Green and State debris removal efforts that occurred in the immediate aftermath of the disaster.

Tetra Tech has supported clients in processing FEMA PA grant funding across all categories of work, including:

Category A	Category B	Category C	Category D	Category E	Category F	Category G
						
Debris Removal	Emergency Protective Measures	Roads and Bridges	Water Control Facilities	Public Buildings and Contents	Public Utilities	Parks, Recreational, and Other Facilities
Emergency Work		Permanent Work				

Development of Project Worksheets

Tetra Tech is prepared to assist the County in all levels of Project Worksheet (PW) development. Tetra Tech will assist in all phases of PW development including, but not limited to, the following phases of PW development and monitoring:

- Sites visits to damaged sites
- DDD development
- Cost Estimates
- Engineering reviews (if applicable)
- Environmental reviews
- Historic preservation reviews
- Insurance subrogation
- Negotiations with FEMA on project scope and costs
- Responding to FEMA RFIs
- Interim and final inspections
- Audit support
- Appeals support

Tetra Tech and our project team have significant experience supporting clients in performing cost analyses. With over 27,000 technical specialists and engineers and multiple offices throughout the region, Tetra Tech will support the County in any of its PW development and forensic needs.

Tetra Tech's PA SOPs reflect requirements of the formulating PWs within the GrantsPortal system and following FEMA's Streamlined Process for COVID-19 Disaster.

Following Hurricanes Matthew, Harvey, and Irma, the Tetra Tech Team was able to provide eligible costs and documentation to write the PWs using *RecoveryTrac™*, **resulting in identifying 25% more damage than FEMA.**

In the preparation phase of the PW (e.g., Project Formulation), Tetra Tech will identify the project category (A-G), determine if it is a large or small project, whether it is work to be completed or work completed, and ultimately draft the scope of work for the project.

Damage Assessments

Federal disaster programs require the County to demonstrate that certain damage thresholds have been met. The speed with which the County can document, gather, consolidate, and submit damage estimates to FEMA determines how quickly disaster assistance is provided. Tetra Tech can provide the immediate support to expand the County's ability to conduct Preliminary Damage Assessments (PDAs).

Tetra Tech has performed PDAs for clients in the states of Texas, South Carolina, Florida, North Carolina, Connecticut, and Puerto Rico in the last three years alone. We have standardized methodologies and our *RecoveryTrac™* tablet and mobile device software system that can be used by Tetra Tech or loaded on the County's devices to collect uniform PDA data quickly and efficiently.

Tetra Tech *RecoveryTrac™* Preliminary Damage Assessment.Electronic Data Collection



The Tetra Tech team has established SOPs for PA support developed over hundreds of past projects under the old and new delivery models. **The SOPs have been recently updated for the latest version of the FEMA GrantsPortal system.** When developing PWs and versions, Tetra Tech will use these SOPs to incorporate accurate scopes of work, damage descriptions, and cost estimates. The draft PW will take advantage of site visits performed by Tetra Tech cost estimators and PA technical staff, including photography of the damaged assets collected in *RecoveryTrac™*, Tetra Tech's Android-based PA project and information tracking tool.

Tetra Tech staff will be available to perform damage assessments and site visits to damaged assets (with the prior approval of the County) to capture certain critical information using Tetra Tech's Android-based PA project and information tracking tool, *RecoveryTrac™*. Information to be collected would include the following:

- Digital photographs and video of the damage site
- Address and GPS coordinates of the damaged site
- Brief narrative of the damage observed
- Document assumptions being made with respect to repair or replacement

Project Controls/Quality Control Procedures

Our team is committed to the shepherding the County's projects at each phase throughout the grant life cycle to mitigate the risk of funds being unspent. To achieve these goals, Tetra Tech's approach to managing, controlling, and supervising our team will revolve around (1) providing Tetra Tech's Project Manager with appropriate responsibilities and authority; (2) tracking and reporting progress and costs; (3) implementing a tested and reliable quality assurance methodology; and (4) training project staff on tools and techniques that help improve the operational efficiency of the project team and the drive project toward completion.

1. **Seasoned Management Team:** Our management team is empowered to access and direct the necessary company resources.
2. **Tracking and Reporting Data Utilizing Tetra Tech's *RecoveryTrac*™ Data Management System:** Tetra Tech will provide the County with standard and customized reports in a web environment using its cloud-based *RecoveryTrac*™ integrated data management system.
3. **Time-Tested SOPs:** Our team's policies and procedures for this type of work have been tested thousands of times as we have helped grantees and subgrantees execute FEMA PA projects.
4. **Trained Staff:** The staff assigned to this project will be trained on the systems, technology, processes, and guidance documents.

Schedule Management

During the program initiation phase, the master schedule and budget baseline define projects to a common level through the definition of the project work plan. As projects advance through the delivery lifecycle, the master schedule will be updated to reflect the additional scope and schedule details or adjusted when unforeseen obstacles arise.

The Tetra Tech team will control the master schedule with input from all stakeholders and will analyze impacts from individual projects or activities programmatically. We have extensive experience in all aspects of project scheduling for many different project delivery methodologies. Our project controls professionals bring decades of scheduling experience and are fluent in a full range of software applications. The master schedule will:

- Provide a logical, structured, and feasible timeline for completing the program within the specified time highlighting compliance requirement.
- Identify the critical path from kickoff through final completion and closeout emphasizing dates for key deliverables submittal.
- Assist the project team in monitoring and measuring the project's progress, focusing on early identification and mitigation of variances.

The program master schedule progress and budget performance will be updated on a regular basis throughout the life of the project. Monthly, the Tetra Tech Project Manager will perform the following reviews:

- **Program Schedule Review:** As part of the monitoring and control processes, the Tetra Tech Project Manager will review all projects included in the master schedule on a monthly basis and provide any updates or adjustments to the County Project Management Team.
- **Budget Performance Review:** The program budget will be monitored and provided to the County Project Manager, including approved Task Order amounts, actual costs, forecasted costs, and average spend by task. Any trending above or below benchmarks will be brought to the attention of the County Program Manager and remedy or redirection will be discussed.
- **Disbursement Tracking:** Tetra Tech will track, review, verify, and approve funds distributed as requested by the County. The Tetra Tech team will be responsible for the steps of verification of costs and reconciliation.

- **Monitor and Report Overall Program Costs:** A key role of the Tetra Tech Project Manager is that of financial management. Accurate and timely reporting on actual costs, forecasting of accrued costs, and comparison to percentage of work completed and schedule are integral to effective program management.
- **Monitor/Report on Subcontractor Costs:** Tetra Tech will monitor and report on subcontractor costs to ensure they are in alignment with the overall approved cost approved by the County Project Manager and that they remain the best value to the project management team.

Deadline Management

The Tetra Tech team will maintain awareness of all deadlines and, in advance of any upcoming deadlines, assist the County in requesting extensions as necessary. This includes the following deadlines:

- 6 months for Emergency Work (Category A and B)
- Additional 6 months for Emergency Work (Category A and B)
- 12 months for Section 428 opt in
- Additional 18 months for Permanent Work (Category C-G) after 36 months
- Extensions to RFI's
- Extensions to Appeal Responses

In addition, our team will work with the County to submit accurate quarterly reports for each project throughout the life of the grant. In our *RecoveryTrac*™ system, we will implement push notifications to alert two (2) weeks in advance of quarterly reporting deadlines.

Tetra Tech has worked with countless communities following disasters like Hurricane Charley, Jeanne, Francis, Ivan, Ike, Gustav, Harvey, Irma, Maria, and most recently Ian to meet every extension request whether it be debris, emergency protective measures, or permanent repairs for both State and FEMA deadlines.

Internal Controls

The Tetra Tech team helps clients identify, understand, and manage risks. Our team will apply our extensive experience in internal controls, risk management, regulatory compliance, and technology to provide a full range of control and risk advisory services. Our team will assist in evaluating processes and controls, perform testing, and recommend control enhancements to mitigate overall program risk.

Fraud, Waste, and Abuse

Our team's approach is focused on fraud prevention and deterrence, continuous improvement of current anti-fraud controls and fraud detection and monitoring with data analytics. We employ a flexible, case-sensitive approach to each fraud investigation. We will implement procedures including review, approval, and the related controls to detect potential duplicate payment requests during claims processing. We will use various data analytics tools to identify anomalies in claims, including data extraction techniques to prevent and detect duplicate payments.

When we identify an expense or claim that requires further analysis, we will request additional information from the vendor to supplement any claims that we deem deficient. We will design specific templates, including types of costs and the support that will be needed to adequately support the claims. The goal of requesting additional information will be to reimburse the costs, not deny payments. Therefore, we will work with the County to address all avenues before we deny any costs submitted for reimbursement.

Spotlight on: FDEM's New Florida Recovery Obligation Calculation (F-ROC) System

FDEM is in the process of developing a program to standardize the forms and documentation associated with the FEMA Public Assistance reimbursement process. While still actively in development and trial, Tetra Tech's Disaster Recovery unit has been involved in F-ROC since day 1. Our team regularly provides feedback and participates in the development of these forms, both with our clients and as a representative of the disaster response and recovery industry. We look forward to helping Nassau County navigate the new F-ROC system for reimbursement.

Spotlight on: FEMA PA Small Project Threshold Revisions

On August 3, 2022, FEMA's small project threshold significantly increased from \$139,800 to \$1 million. On January 6, 2023, FEMA announced the Public Assistance Simplified Procedures Policy # FP-104-23-001. **Specifically, the policy reduces the documentation burden for eligible facilities, work, and costs for small projects.**

According to the new policy, FEMA will now accept Applicants' certified estimates and summary information for costs under simplified procedures. FEMA will also accept the Applicants' certifications for damage and work rather than requiring detailed documentation. This policy does not necessarily mean that projects will be paid and closed out quicker in all States, Tribes and Territories, unless changes to the Administrative Plan occur (FEMA requires annual updates to the Admin Plans) and will likely result in increased administrative costs for recipients and subrecipients depending on who pays the non-federal cost share.

It is our understanding that the goals of this policy are to reduce administrative burdens and costs, and to accelerate the reimbursement process and the closeout procedures, however, there are increased responsibilities and administrative burdens regarding project documentation reviews, and project closeout requirements upon the Recipients. In addition, if a project cost estimate is underwritten, many small subrecipients may not have the funds to complete the recovery project and run the risk of paying for a higher cost share. All recipients will now assume greater risk when advancing FEMA project funds. De-obligation risk is also higher now for all subrecipients. **Tetra Tech will focus on formulating accurate cost estimates quickly while reducing the risk for potential cost overruns on all small projects.**

Our subrecipients and our local level clients have a deeper "bench" of technical support compared to our competitors, i.e., the utilization of our engineering and technology Subject Matter Experts within our company will assist with formulating accurate costs estimates quickly and accurately.

Financial, Payroll, and Grant Management

Maximizing Federal Grant Funding

We understand how federal funding sources can work "in concert" to reduce local financial impacts to the County, such as FHWA's Emergency Relief (ER) Program, NRCS Emergency Watershed Protection (EWP), HUD's CDBG-DR, CDBG-MIT or CDBG-CV programs, Treasury Coronavirus Relief Program (CRF) or American Rescue Plan Act (ARPA). For those projects that may require a local funding component, we will work with the County and its representatives to identify and apply for innovative sources of assistance, working this into cash flow projections and final cost calculations.

Tetra Tech maintains internal Policy Groups specializing in FEMA, HUD, Treasury, and other federal funding agency policy, comprised of subject matter experts within our organization and partners. These groups are focused on reviewing and analyzing federal funding passed to state, tribal and local governments through new and existing programs for economic, whole community recovery. With the support of these experts, the County gains direct insight into the successes and best practices learned across Tetra Tech's nationwide preparedness, response, recovery, and mitigation operations.

Tetra Tech works directly with our clients to identify and scope projects during the planning phase, align with competitive funding, conduct conceptual design and engineering during grant development, to full cost estimating and engineering for implementation.

Tetra Tech is a **turnkey provider** that can perform an all-inclusive approach, and with a national reputation for quality, reliability, and capacity to handle a variety of services. We have decades of experience in upholding regulatory compliance, which is imperative for large, complex programs that implement innovative concepts for whole community recovery.

As a **full-service engineering firm with expertise in federal grant compliance**, Tetra Tech is able to support development, design, prioritization, delivery, and closeout of a wide range of projects, from infrastructure engineering to disaster debris monitoring.

Tetra Tech's Top 10: Maximizing Federal Grant Funding

1 Prepare a comprehensive **plan**.

Maintain a comprehensive disaster recovery plan that outlines the process for applying for federal funding, as well as the roles and responsibilities of state and local agencies, and other stakeholders.

2 **Coordinate** effectively with federal agencies.

Establish a strong working relationship with federal agencies, such as FEMA and HUD, to ensure that they are aware of the County's needs and are familiar with the County's recovery plans.

3 Use all available **resources**.

Make use of all available resources, including federal grants, low-interest loans, and other forms of assistance, to maximize funding and minimize impacts on affected communities.

4 Be ready to provide **documentation**.

Be prepared to provide the necessary documentation, such as damage assessments and cost estimates, to support funding requests through federal grant programs.

5 Be proactive in identifying **unmet needs**.

Actively identify unmet needs in affected communities and work with federal agencies to secure additional funding to address those needs.

6 Be **transparent** and accountable.

Be transparent and accountable in the use of federal funds, and provide regular updates on the use of funds and the progress of recovery efforts to the general public.

7	Maintain a focus on <i>timelines</i>.	Timeline and deadline management are critical in ensuring that the state's needs are met and that the state is in compliance with federal regulations.
8	Leverage in-state and <i>local expertise</i>.	Leverage in-state and local expertise to identify and prioritize the most critical recovery needs, and to develop and implement plans that will help to minimize the impact of future disasters and promote long-term recovery and resilience.
9	Engage the affected communities.	Involve the affected communities in the recovery process by keeping them informed and engaged throughout the process.
10	Partner with <i>experts</i>.	Partner with a disaster recovery consultant like Tetra Tech to have expert guidance in maximizing the federal funding available and prioritizing recovery projects across all grant programs.

Working with a Broad Range of Applicants

Our solutions are built on experiences from our current work with a broad range of federal grant funding applicants to efficiently and effectively meet both recipient and subrecipient needs. Tetra Tech's proven methodologies for assisting clients to expedite recovery programs by prioritizing compliance, advocacy, and customer service. **The Tetra Tech team has worked with all types of applicants in all types of scenarios.**

Experience with Types of Applicants

Throughout the course of completing countless response and recovery projects for more than two decades, we have overseen numerous federal grants, including PA, HMGP, FMA, IA, CDL, CDBG, ESG, CRF, CARES, ARPA, PDM, FHWA, FTA, and USDA-NRCS for the following:

- States
- Counties
- Cities
- Individuals
- Houses of Worship
- Small Businesses
- Non-Profit Organizations
- Agricultural Producers
- Public Utilities

Expertise in Programmatic and Policy Advisory for Federal Grant Programs

The Tetra Tech team has a deep pool of policy and regulatory experts and can provide answers to the most complex regulatory questions. Tetra Tech provides valuable insights for our clients as they navigate Federal program implementation. As indicated by our qualifications, Tetra Tech provides consulting services for government programs across the United States mainland, Puerto Rico, and the Virgin Islands, including FEMA PA, FEMA IA, FEMA HMGP, CDBG-CV, CDBG-DR, CDBG-MIT, HOME, Treasury programs, and many others. Our team approaches policies and regulation questions with a thoughtful, collaborative process that produces sound results that the County can use to navigate the regulations and policies for tracking costs for programs pursued through this contract.

Tetra Tech is an industry expert in federal grant program documentation. This is our specialty, and we have provided this service to our clients on a myriad of federal programs over the last 25 years. We scour program guidance to create a program documentation process that is implemented at the onset of the program. Quality assurance and quality control against program documentation requirements is our standard. We reach out to our network of federal partners to stay ahead of program changes and confirm language of the policy guides.

Throughout the course of the hundreds of grant management projects that our staff have administered for state and local governments across the U.S., our team has developed a deep understanding of local, state, and Federal policies

and procedures. **We commit to maintaining compliance with the applicable requirements in project operations and serving as a coach to the County and local jurisdictions to design and deliver compliant programs.**

1	We are experts in federal grant policy.	Tetra Tech has Federal Policy Groups composed of subject matter experts focused on reviewing and analyzing federal funding passed to state, tribal and local governments through new and existing programs for economic, whole community recovery. New information is frequently being released by the federal government in the way of additional funding, guidance documents, and Frequently Asked Questions (FAQ), and our team is immediately primed to analyze and report on impacts to our clients' programs.
2	We know Florida.	Our team maintains strong relationships with many of the lead federal officers, state executive agency leadership, and staff across Florida's municipalities. With these relationships, many of the critical decisions and key issues can be addressed at the highest level. Our team also understands the duties and responsibilities of emergency management personnel at the state and local level, which helps us build strong relationships.
3	We inform compliant service delivery.	The Tetra Tech team's primary mission is to aid the County with eligibility, administration, and compliance issues surrounding federal funding allocations. As grant programs and the County needs evolve and new program requirements and guidance are released, we serve as a trusted advisor to modify programmatic SOPs and other procedures to mitigate risk of noncompliance.
4	Our oversight framework aligns with program requirements.	Tetra Tech will work with the County stakeholders to establish an Implementation Plan along with SOPs for critical program elements, including financial procedures and compliance. We have combed the FEMA, HUD, and COVID-related guidance to develop template SOPs that can be updated and implemented for the County's range of program types. We can quickly customize our templates to meet the County's task order needs and meet federal documentation and compliance requirements.
5	We maintain audit-ready files.	We know federal agencies routinely and randomly review our clients' programs. We maintain our documentation process so that files are audit-ready, and our procedures are tailored to facilitate review and generation of project submissions.
6	Our team is committed throughout closeout.	Tetra Tech's work does not end when project tasks are complete. Through the demobilization phase, Tetra Tech completes extensive documentation, producing and delivering required deliverables to support auditing. Audit support not only includes a detailed project report that summarizes the project and identifies opportunities for improvements on future engagements, but also includes continued availability of information systems to support closeout information requests.

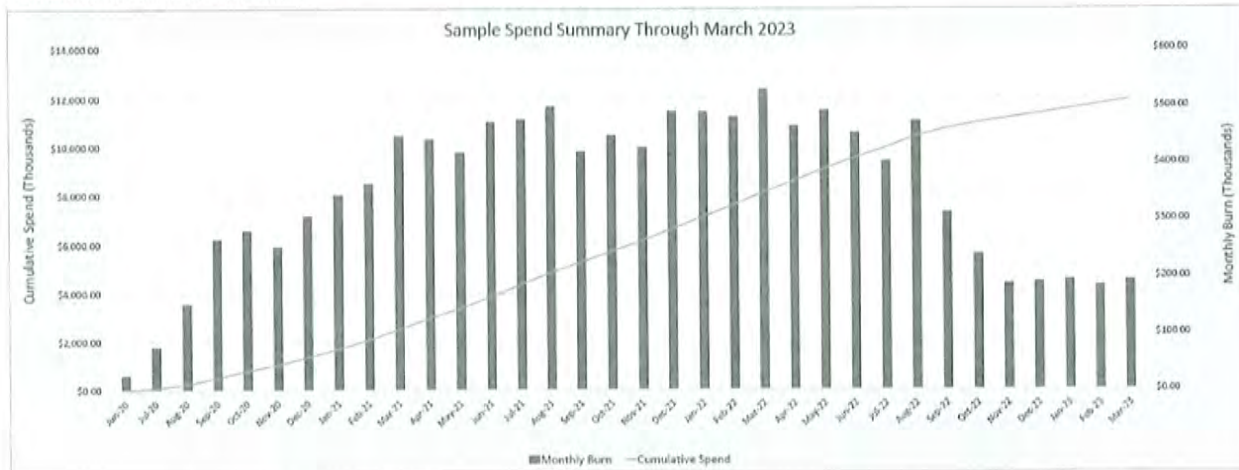
In a catastrophic disaster, the County may be faced with managing hundreds of millions of dollars from federal agencies such as FEMA, FHWA, and HUD for thousands of applicants. The Tetra Tech team has experience in working both on the grantee and subgrantee levels to track the drawdown of such payments in accordance with the federal regulations.

For large, multi-agency and multi-grant funded programs, the Tetra Tech team develops recovery project spending projections and maintains an overarching expenditure dashboard to establish a basis to monitor expenditures and establish cost controls.

Sample PO Summary

TT Project Number	Description	Approved Task Order Amount	TT Estimated Spend Through Week Ending	Release on Approved PO	Estimated Current Week Burn	TT Costs Estimated through Week Ending	TT Costs Estimated through Week Ending	Issued	Paid	Alt Balance	Data Funding Will Run Out at Current Burn
Actual Task Order (To)			4/28/2023			5/9/2023	5/12/2023				
1051234	Sample Project	\$15,769,279.50	\$12,066,472.39	\$5,722,607.31	\$33,665.39	\$12,100,337.76	\$12,134,203.17	\$11,912,653.19	\$11,525,870.44	\$398,962.75	6/12/2025

Note: This summary is based on the information and estimates currently available.



These actions work toward mitigating the risk of unanticipated shortfalls in cash flow, provide a method for allocating grant expenditures, monitor and track to reduce duplication of benefits, and can forecast potential grant award amounts. **In addition, we have assisted our clients with financial controls for requests for reimbursement and state audits as well as Office of Inspector General (OIG) capacity audits.**

Federal Regulations Related to Disbursements for Disaster Recovery Operations

Government Accountability Office (GAO) Regulations	2 CFR 200	Single Audit Act and Audit-Related Guidance for Entities Receiving FEMA PA Funds	OMB Memorandums
OMB Disaster Relief Guidance	Davis-Bacon Act	FHWA Form 1273	Federal Accounting Standards Advisory Board (FASAB)
Generally Accepted Government Auditing Standards (GAGAS or Yellow Book)	American Institute of Certified Public Accounts (AICPA)	Cost Accounting Standards (CAS)	Federal Acquisition Regulation (FAR)
FEMA Public Assistance Program and Policy Guides (PAPPGs)	HUD CDBG-DR Administrative Manual	44 Code of Federal Regulations (CFR) – Various Sections	Robert T. Stafford Disaster Relief & Emergency Assistance Act
FHWA-ER Manual (2012)	OMB Updates to Federal Procurement Regulations	Sandy Recovery Improvement Act (SRIA)	Section 428 – Alternative Procedures Pilot Program (Debris Removal)

Management Costs

Our teams have established Standard Operating Procedures with specific language, and we believe it is critical that personnel who work on those projects properly track and describe their work. We validate that activities and projects performed are eligible *for both direct and indirect management costs* for all work performed on behalf of our clientele are charged to specific identified projects and not to the disaster in general. Activities eligible as management costs are submitted as a Category Z project and are outlined in FEMA Recovery Policy FP 104-11-2, Public Assistance Management Costs (Interim), which include but are not limited to:

- a) Preliminary Damage Assessments
- b) Meetings regarding the PA Program or overall PA damage claim
- c) Organizing PA damage sites into logical groups
- d) Preparing correspondence
- e) Site inspections
- f) Travel expenses
- g) Developing the detailed site-specific damage description
- h) Evaluating Section 406 hazard mitigation measures
- i) Preparing Small and Large Projects
- j) Reviewing PWs
- k) Collecting copying, filing, or submitting documents to support a claim
- l) Requesting disbursement of PA funds
- m) Training

Policies developed by FEMA specific disaster recovery grants and any other guidance issued by Federal agencies

Along with the FEMA Public Assistance Program and Policy Guides (PAPPGs), other policies and guidance we track are:

- Procurement Under Grants Training | FEMA.gov
- Audit-Related Guidance for Entities Receiving FEMA Public Assistance Funds
- Mass Care/Emergency Assistance Pandemic Planning Considerations
- 2022 PA Simplification Memos
- Crisis Counseling Program
- FEMA Building Codes Strategy
- FEMA Flood Risk Management
- Fire Management Assistance Grants (FMAG)
- NEPA and Section 106 EHP
- PDAT and Procurement Guide and PDAT Contract Provisions
- FEMA 90/10 Cost Share Adjustments
- FEMA_Advisory_FEMA_Increases_Public_Assistance_Small_Project_Maximum_to_\$1Million
- FEMA_New-recipients-of-disaster-grants-guide_2019
- Simplified Procedures Final Rule - Memo 08.03.2022
- The National Defense Authorization Act (NDAA) with prohibitions on grant funding made on August 18, 2020.

Financial Tracking

We will maintain all project financial information using our robust and audit-tested enterprise resource program, TetraLinx. Oracle-based TetraLinx is a fully integrated accounting and financial management relational database that provides the Tetra Tech team and client staff with fast and reliable retrieval of financial data and reports complete with all required backup information.

Each deliverable produced by Tetra Tech undergoes a rigorous technical review and approval by qualified professional(s) other than the originator(s) to ensure that:

- ✓ Concepts, assumptions, features, methods, analyses, and details are appropriate, complete, fully coordinated, and correct; results and recommendations are reasonable, within policy guidelines, and supported in the deliverable
- ✓ Deliverables are in compliance with plans, policy, guidance, and standards with deviations appropriately identified and properly approved

The TetraLinx system has a built-in, easy-to-use functionality that allows us to meet each client's unique needs. The system allows for pre-programmed financial reports that are generated on a weekly and monthly basis; however, the system can also be used to run reports on a daily basis if necessary. Our financial system is fully cost accounting standard-compliant. Our financial and management systems undergo routine auditing by the Defense Contract Audit Agency, and they find that our accounting, billing, purchasing, disclosure statement, and estimating practices are in full compliance with applicable standards and regulations. **TetraLinx is helping Tetra Tech implement best practices in project and financial management. We track more than 35,000 active projects using TetraLinx each day. TetraLinx processes and stores all direct and indirect project transaction information, including labor (time entry), expenses, and procurement. TetraLinx allows users to generate invoices, create reports, and track financial information.**

\$10,027,431 **\$78,123** **\$8,680** **13** **2** **04/11/23**
Total Forecasted Costs Federal Share Obligations to Date Non-Federal Share Obligations to Date Projects Obligated Projects Most Recent Project Obligation Date



GP Project #	Dept.	Project Name	Current Process Step	Date Project Sent to CRC	Forecasted Obligation Date	Forecasted Funds Disbursement Date	Total Forecasted Costs	Federal Share Obligations	Non-Federal Obligations	Total Forecasted Obligations	Total Forecasted Funds
553201	PWD	Belmont Pumping Station	Pending CRC Project Development	03/31/2023	09/27/23	03/25/24	\$3,946,119.00			\$3,946,119.00	\$3,946,119.00
669455	PWD	PWD - PPR Cat E Multiple Sites	Pending CRC Project Development	04/12/2023	10/09/23	04/06/24	\$1,656,079.00			\$1,656,079.00	\$1,656,079.00
553204	PPR	PPR - Multiple Parks, Docks & Ramps	Pending PDMG Scope & Cost Routing	02/17/2023	08/16/23	02/12/24	\$756,000.00			\$756,000.00	\$756,000.00
553203	PPD	PPD - DFS Multiple Structures and Equipment	Pending CRC Project Development	04/27/2023	10/24/23	04/21/24	\$748,220.00			\$748,220.00	\$748,220.00
553202	Citywide	Emergency Protective Measures	Pending CRC Project Development	04/20/2023	10/17/23	04/14/24	\$743,538.38			\$743,538.38	\$743,538.38
552560	Citywide	Debris Removal	Pending CRC Project Development	01/12/2023	07/11/23	01/07/24	\$706,377.43			\$706,377.43	\$706,377.43
664112	PWD	PWD - Pumping Stations and Storm Drainage	Pending Peer Review	03/09/2023	09/05/23	03/03/24	\$615,404.38			\$615,404.38	\$615,404.38
709638	Citywide	Recovery Management Costs	Pending Application Completion	01/30/2024	01/30/24	04/30/24	\$477,496.71			\$477,496.71	\$477,496.71
664110	PPR	PPR - Schuylkill River Wall and Queen Lane Pumping Station	Pending EHP Review	02/21/2023	08/20/23	02/16/24	\$195,764.87			\$195,764.87	\$195,764.87
664203	PPR	PPR - Wissahickon Creek Trail	Pending EHP Review	02/21/2023	08/20/23	02/16/24	\$62,807.00			\$62,807.00	\$62,807.00
664217	OTIS	OTIS - Office of Transportation, Infrastructure, & Sustainability	Obligated	11/01/2012	01/26/23	07/25/23	\$48,070.00	\$43,261.00	\$4,807.00	\$48,070.00	\$48,070.00
664217	PPR	PPR - Schuylkill River Trail & Racecourse Grandstand	Obligated	02/17/2023	04/11/23	10/08/23	\$38,733.42	\$34,860.08	\$3,873.34	\$38,733.42	\$38,733.42
664231	PPD	PPD - Fire House Engines 12, 35 - CONTENTS	Pending FEMA 406 HMP Completion	01/27/2023	07/26/23	01/22/24	\$32,820.64			\$32,820.64	\$32,820.64
Total							\$10,027,430.83	\$78,123.08	\$8,680.34	\$10,027,430.83	\$10,027,430.83

Project Management

Tetra Tech is prepared to assist the County in all levels of grant management including, but not limited to:

- Eligibility Review
- Inspections/Monitoring
- Contractor Reconciliations
- Project Scope Finalization
- Procurement Scope and Review
- PW Versioning
- Environmental Review
- FEMA/State Reporting
- Time Extension Requests
- 2 CFR 200 Eligibility Review

Requests for Reimbursement

To facilitate the request for reimbursement (RFR) process and reduce the reconciliation backlog, it is important for supporting documentation to be collected, maintained, and updated throughout the duration of the recovery process. We will constantly monitor grant applications, project progress, requests for reimbursement, and reimbursements received.

The Tetra Tech team has an extensive history of implementing, reconciling, and monitoring the RFR process internally and on behalf of our state and local clients spanning the FEMA PA Program. While many agencies and subrecipients still wait for reimbursement from previous disasters, our goal is to expedite economic recovery through strategies such as:

- Work with departments to collect data necessary for RFR claim
- Issue RFR to the State within 24 hours of notification of award/submission of data from the County
- Respond to RFIs from the State within 48 Hours
- Develop and Issue Weekly RFR Report/Tracker

Tetra Tech will track all supported cost information for labor, materials, and equipment associated with the project and all documentation submitted where the project costs may be estimated by unit price, time and materials, or contracts in which labor, equipment, and materials are provided by an outside source. Tetra Tech will follow-up on any missing or inadequate cost information associated with the project to ensure all expenditures are submitted for reimbursement.

If Tetra Tech determines there are questions, issues, or potential ineligible costs during the submission of documentation, it will be noted and discussed with the County to minimize the delays that can be realized when a PW is disallowed or has multiple RFIs from the State or FEMA staff.

Procurement And Contract Management/Monitoring Support

The Tetra Tech team utilizes a procurement checklist contained in Tetra Tech's Public Assistance Services Program Standard Operating Procedures (PA SOPs) in the review process of disaster procurements and contracts. The checklists contain requirements from the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (44 CFR 13.36-FEMA's purchasing regulation) as well as requirements from the Federal Highway Administration such as Form FHWA-1273 and associated requirements identified in the Contract Administration Core Curriculum Participant's Manual and Reference Guide of 2014, and 2 CFR 200.

Categorize, record, track, and file costs in support of the financial reimbursement process.

Tetra Tech has time-tested cost tracking SOPs used to evaluate the County's cost documentation, including document management integration and associated digitization. This approach represents a comprehensive end-to-end solution for the County that will be web-enabled so that reviewers will have real-time access to the most up-to-date cost and supporting data. Taken to its next logical step, this solution can be accessed by federal agencies, such as FEMA and HUD, to perform review without incurring the expense of traveling to project sites.

Project Cost Documentation

As one of the world's largest engineering firms with clients around the globe, Tetra Tech's cost estimating experience includes high profile reconstruction projects like Houston's Wortham Theater after Hurricane Harvey, to large complex infrastructure projects such as the Inner Harbor Navigation Canal Lake Borgne Surge Barrier construction near the confluence of and across the Gulf Intracoastal Waterway, and the Mississippi River Gulf Outlet near New Orleans.

Eligible Purchase Review

Tetra Tech can assist in the collection and review of documentation from County agencies, including review and analysis of:

- Collected documentation so that costs are reasonable and eligible
- Collected documentation so that the work and costs are adequately documented, are included in the approved scope of work, and are deemed eligible
- Invoices and receipts by checking dates and amounts so dates fall within the disaster event range and are reasonable
- Contract labor timesheets by checking dates and hours worked per employee so the dates fall within the disaster incident period and are recorded as direct labor required as a result of the disaster
- Force account labor timesheets, including special issues like exempt employees, benefits/policies in place, and 40-hour threshold issue; reconciliation of force account labor, equipment, and material data

Reasonable Cost Analysis

The Tetra Tech team is highly experienced in performing forensic cost reasonable analyses, which is useful if procurement issues arise when a PW is challenged by FEMA. As an engineering firm with over 27,000 technical professionals and staff, we have all the resources needed to defend a cost challenge by FEMA, from the simplest road repair to a billion-dollar levee repair or wastewater system plant relocation. No matter the PW, Tetra Tech has the internal staff resources to assist the County with defending its PWs successfully.

Tetra Tech will prepare, on behalf of the County, completed packages for submission through Grants Portal for obligation and Requests for Reimbursement (RFR), including:

- Audits of claimed costs by comparing documentation and dates with the project scope of work and period of performance for the following:
 - Contract labor
 - Materials/supplies
 - Force account equipment
 - Force account labor
 - Including special issues like exempt employees, benefits/policies in place, and 40-hour threshold issue
- Confirm compliance with federal procurement requirements and environmental and historic preservation rules/regulations
- Reconciliation of force account labor, equipment, and material data
 - Avoiding possible duplication of benefit issues in projects which may have insurance coverage or be the responsibility of other federal agencies
 - Cost summary creation

Regulatory and auditing agencies can efficiently search and review electronic project files as required, and the *RecoveryTrac*™ system data is exportable and allows for importation into other applications such as the FEMA GrantsPortal.

Closeout Process

Tetra Tech will inform the County, FEMA, State, and other project participants of the Tetra Tech demobilization and prepare for the transition of project-related responsibilities to the County's designated point of contact (POC). We will implement the Program Closeout Plan, including the Program Transition Plan, Final Audit Plan, Agreement Closeout Plan, and Asset Transfer Plan. Additional activities within this phase include data transfer, exit briefings with subgrantee, acceptance meetings with the customer, and final communications.

Tetra Tech is prepared to conduct final inspection activities alongside the County. The purpose of the final inspection is to document that work was completed according to the PW scope of work and that all regulatory clearances have been satisfied. In addition to physically conducting the final inspections for projects, Tetra Tech will assist with writing closeout versions to large project PWs and any final project accounting.

Closeout packets will be created within the Tetra Tech team's *RecoveryTrac*™ system. Once all documentation is collected, final inspection is complete, and approval to proceed with submittal to FEMA is granted by the State, Tetra Tech will extract all required documentation from our *RecoveryTrac*™ system to generate closeout packets that fully and concisely present FEMA with all documentation required for grant closeout. The closeout packets will typically include the following:

- Listing and copies of PWs
- Closeout PW versions
- All associated invoices and receipts
- Force account labor and equipment records
- Project status report/proof of completion and scope of work
- Project inspection reports
- Complete GrantsPortal records detailing FEMA review and approval
- All associated project cost and funding documentation

As the County prepares to submit documentation to the State, the closeout packets will be created by Tetra Tech. Once all documentation is collected, final inspection is complete, and approval to proceed with submittal to FEMA is granted by the State, Tetra Tech will extract all required documentation to generate closeout packets that fully and concisely present FEMA with all documentation required for grant closeout.

Throughout the closeout process, the County will be provided detailed tracking reports for closeout activities. Below is a sample closeout dashboard showing the transparency Tetra Tech provides each step of the way in the review process. This includes showing where each project is in the review queue (with Tetra Tech, the Applicant, the State, or FEMA), project tracking lists that can be exported into PDF or Excel, and clickable charts to drill into any project for a higher level of detail as needed.

Key Statistics

Our team has reconciled over \$12B in FEMA PA related documentation.

Our team has performed 100+ 2 CFR 200 contract eligibility reviews.

Our team knows the ins and outs of grant management, having worked for Grantees like Florida, Louisiana, Connecticut, Vermont, Puerto Rico, Massachusetts, and New York.

Tetra Tech brings a wealth of experience in audit support for Single Audit, OMB and DHS OIG audits. To this end, Tetra Tech will provide experienced professionals with extensive experience in large-scale disaster management and related audit services. Specifically, we will help to institute processes that validate that projects are fully supported and "audit ready," based on the cost types claimed. We will confirm that the process includes a checklist/program guide to make grant and applicants aware of all required documentation for the major different cost types incurred.

Critical review points include documentation demonstrating proper procurement and contracting, as well as supporting documentation is used given contracting type (e.g., lump sum, unit price, force account). Other areas of consideration include review of submitted charges for duplicate billings, compliance to state and federal labor requirements and other areas where overcharges typically occur, such as overhead & profit markups, labor burden claimed on force account, or duplicate billings.

Tetra Tech will work through the first and second appeal process on the spectrum of issues the County may face during future disasters. In the event the County elects to pursue FEMA's arbitration process, our team can provide support through this, having recently been successful in arbitrations for Monroe County, FL and the Commonwealth of Virginia on obligations following Hurricanes Irma (2017) and Dorian (2018).

While Tetra Tech will work with FEMA, the State, and the County to proactively resolve funding challenges through our collaborative approach, applicants have the legal right to appeal decisions and judgments made by the federal government if resolution cannot be reached. Tetra Tech has been retained to assist clients with first and second appeals. In the event that we would be engaged by the County to assist in an appeal, we will collaborate with the County on the legal/FEMA policy-related components of the appeal.

Perhaps the most critical component of the grant process will be project reporting and providing the County with visibility to the process. Our team has spent years on research and development to streamline FEMA PA documentation and data

management functions, with a focus on minimizing the cost to our clients while improving the visibility of project operations. To maximize the efficiency and effectiveness of the program, the Tetra Tech team proposes using its *RecoveryTrac™* system. The *RecoveryTrac™* system was specifically designed for the management and administration of documents, data, and information related to grant administration and case management.

The *RecoveryTrac™* system is the result of these efforts. The *RecoveryTrac™* system is a scalable and fully featured disaster management application designed to address the operational challenges faced during a disaster recovery project. The system provides real-time collection of data and offers multiple solutions to financial management, data management, reporting, and project controls. We have also worked with our clients to implement outsourced technologies based on individual needs.

As a means of warehousing files, Tetra Tech utilizes the *RecoveryTrac™* Data Management System as a secure, password-protected, online file-sharing platform to store electronic copies of the monthly progress reports, project work plan, files, and other project-related information. In this way, the County will have access to project-related information in one easy-to-access location without having to spend the time and expense of maintaining their own project filing system. To facilitate a streamlined approach to administering disaster grant programs, Tetra Tech has configured the *RecoveryTrac™* system to organize and manage data and documentation associated with each of the programmatic areas.

Documentation and Reporting Services

Service Offering	Description
FEMA Reimbursement Technical Assistance Consulting	Tetra Tech's FEMA reimbursement technical assistance consulting services involve providing guidance and technical assistance for project applications and programs for disaster reimbursement related to response and recovery efforts on behalf of our clients.
FEMA Compliance Monitoring and Audit Oversight	Tetra Tech's grant administrators document eligible work in the field and organize such documentation in an audit-ready format for future review. This includes FEMA guidance requiring that grantees or subgrantees monitor the expenditure of funds and document such expenditures in a manner that will satisfy regulatory audits in the future.
Grant Application Development and Administration	Tetra Tech provides grant application development and administration, which involves providing grant program specialists to assist with the time-consuming process of gathering data and information required to develop grant applications to various agencies and programs.
Financial Advisory	Tetra Tech provides financial advisory services involving the development of program budgets to provide transparency to grant recipients relating to the local cost share, the financial burden, and obligations for program participation.
Data & Documentation Management	Tetra Tech provides data and documentation management by storing grant-related data in a manner that provides efficient recall and review during closeout and auditing.
Contractor Invoice Reconciliation	Tetra Tech assists clients with contractor invoice reconciliation, which involves ensuring accurate payment to contractors and assigning incurred costs to funding sources to minimize local cost-share.
Regulatory Compliance Monitoring	Tetra Tech provides regulatory compliance monitoring by documenting proper regulatory compliance to maximize reimbursement and to avoid fines and site shutdowns, which slow the recovery process.
Project Scoping	Tetra Tech's grant reimbursement team can create scoping documents that involve developing scopes of work for grant funding projects, using key terminology, and highlighting awareness of historical precedence, which maximizes grant funding opportunity.
Management Cost Monitoring	Tetra Tech's <i>RecoveryTrac™</i> proprietary monitoring software, will allow the County to monitor the amount of management costs available for administration of the PA Program.

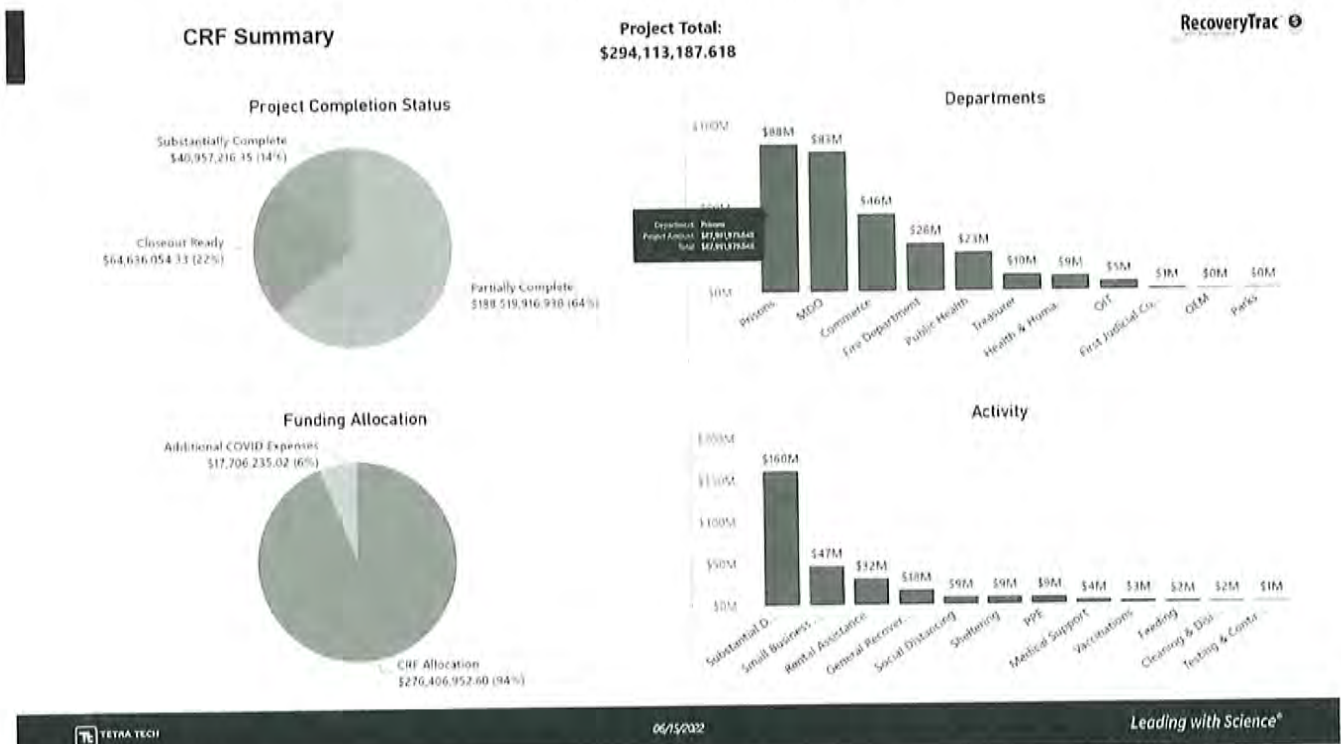
Service Offering**Description****Grant Closeout**

Tetra Tech assists clients years after a disaster by providing closeout services. This includes developing a closeout package that is organized to satisfy grant closeout and auditing.

Dashboard Reporting

RecoveryTrac™ is a web-based application that provides the County with a real-time portal to the Tetra Tech team's project work. Tetra Tech will customize *RecoveryTrac™* reports to meet the County's specific needs for both force account labor and contractor invoice records. Regulatory and auditing agencies can efficiently search and review electronic project files as required, and the *RecoveryTrac™* system data is exportable and allows for importation into other applications such as the FEMA GrantsPortal.

Because Tetra Tech has managed FEMA PA grant programs for clients across the country, we can anticipate the information the State and FEMA will request to review throughout the entire grant lifecycle. We have built these requirements into our SOPs and our automated system for tracking and controlling costs. We provide transparent, concise, accurate, and routine information to state and federal agencies in aggregate and disaggregate formats as requested and needed. Our proprietary software allows us to run reports in real time that show a summary of costs to present to FEMA. We can generate these reports in various formats depending on what information is being requested. Our professional and knowledgeable staff can facilitate a presentation of summaries and reports that will provide the State and FEMA the information they need to support the County.

Sample Progress Report Dashboards**Program Reports**

In order for effective reporting to be achieved, key information needed for decision-making must be extracted and summarized from the large volume of data that is collected through the use of project controls processes and tools. We achieve this through a combination of reporting formats, content, data visualization, and careful analysis of the data to result in sound conclusions and recommendations.

Weekly Reports

The Tetra Tech team will prepare and submit a written report in electronic format to the County. The report will include information related to the key performance indicators (KPIs) agreed to with the County Project Management Staff during the kickoff meeting including numbers of applications, number of awards, denials, status, and the number of projects monitored and closed out.

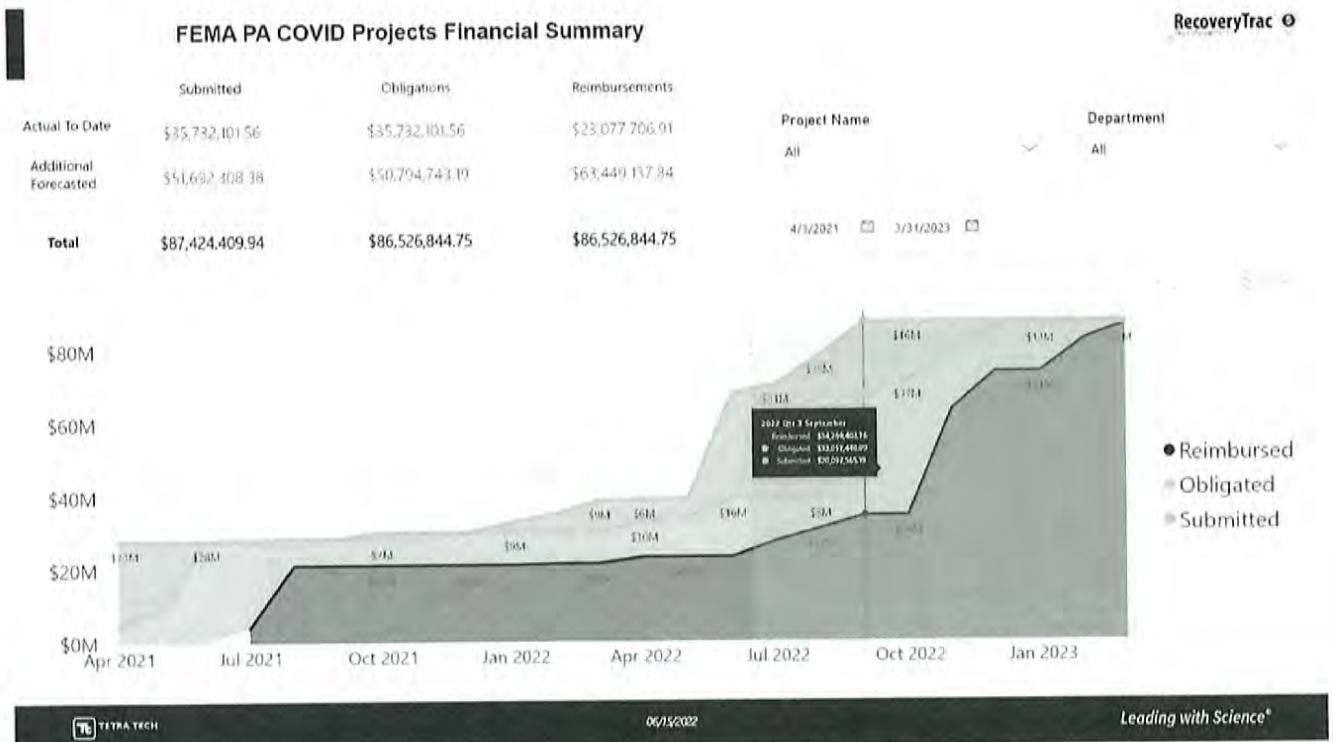
Weekly Status Meetings

Tetra Tech's program manager will meet each week with the County to review the weekly status report and discuss any issues, concerns, or problems.

Monthly and Quarterly Progress Reports

Tetra Tech tailors our data management tool so that the review and analysis of the data and preparation of tables and graphs is as automated as possible. This approach will provide consistency and accuracy to our reporting and give the County staff the opportunity to review the data and provide their insights to make the reports more meaningful from a project delivery viewpoint. In the development of our reports, the Tetra Tech team will apply proven principles, including:

- Focus on the core essentials of the program; avoid trying to discuss all aspects
- Maintain a future orientation; concentrate on where the program is going
- Be concise; limit the total number of pages
- Present information in graphs and tables as opposed to narrative
- Provide well-written and engaging narratives
- Employ standard milestones throughout for consistency in reporting
- Avoid unnecessary details; references can be provided for supporting documentation
- Issue the report in a timely manner
- Fully validate and cross-check all data



Annual Performance Reports

We understand that the purpose of the Annual Performance Report is to provide a concise and insightful summary of progress that is suitable for executive-level review and potentially wider dissemination. The format will be provided to the County for early review and comment.

Final Report

As the final deliverable provided by the Tetra Tech team, the Final Report will capture the lessons learned and serve as a final accounting of the performance in program delivery. The Tetra Tech team will begin the process of Final Report documentation before the end of the contract period to deliver a well-organized and insightful document that could serve as a roadmap for future successful projects. This approach is consistent with our "deliver with the end in mind" approach to program management.

Tetra Tech Cost Price Analysis Worksheet

TETRA TECH		Disaster Name Subgrantee Cost/Price Analysis	
Project Information			
Disaster Name			
Disaster Number			
Project Name			
Project Number			
Purchase Order(s)			
Total PO Amount			
STEP 1: INDEPENDENT COST ESTIMATE			
For the pricing used on the Harris County ICE form, please indicate which data points were used to establish the pricing:			
Price Estimate Information			
	Historical Pricing – i.e. previous bids, quotes, or procurements		
	Market research		
	Interviews with industry experts		
	Prior personal experience		
	Work performed at other entities, for example City of Houston		
	Other		
Include all associated support, including printouts from online research, emails, or previous contracts used to establish estimated cost.			
STEP 2: COST/PRICE ANALYSIS			
Price Analysis is used when price is the sole factor in consideration.			
Price Analysis			
	Compared proposed prices received in response to the solicitation; requires at least two responsible offers/bidders and assumes no unusual actions that negatively impacted competition.		
	Compared historical proposed prices and contract prices with current proposed prices for the same or similar goods or services; can consider changes in quantity, delivery schedules, economy.		
	Compared offer with competitively published catalog prices, published market prices, or similar indices.		
	Compared proposed prices with independently developed price estimates and/or market research.		
	Compared to prices set by law or regulation; includes FEMA's Equipment Rate Schedule and Federal Supply Schedules.		
	Other:		
Cost Analysis – Each step must be completed			
	Verified the individual cost elements add up to the total proposed price.		
	Verified each cost item is necessary and reasonable for the required scope of work.		
	Compared the costs proposed for individual cost elements with previously incurred actual costs and independently developed estimates.		
	Sought input from experienced personnel to assist in the analysis of hours, materials, and equipment proposed, quantities, loading, testing, head counts, productivity, and similar factors.		
	Consulted the resources referenced above for price analysis to the extent available to aid in confirming proposed pricing.		
	Other:		
STEP 3: REASONABILITY DETERMINATION			
Briefly summarize how the price of the chosen vendor is compatible with the independent estimate performed in step 1. If the prices are significantly increased from those in step 1, please explain any reasoning for this change. For example, "a nationwide shortage of facemasks and a pandemic increased the price for facemasks at the time of the procurement. Of all vendors providing quotes for the requested supply, only Vendor A was able to deliver within two weeks and therefore was chosen to supply the masks."			

Contractor Billing Oversight

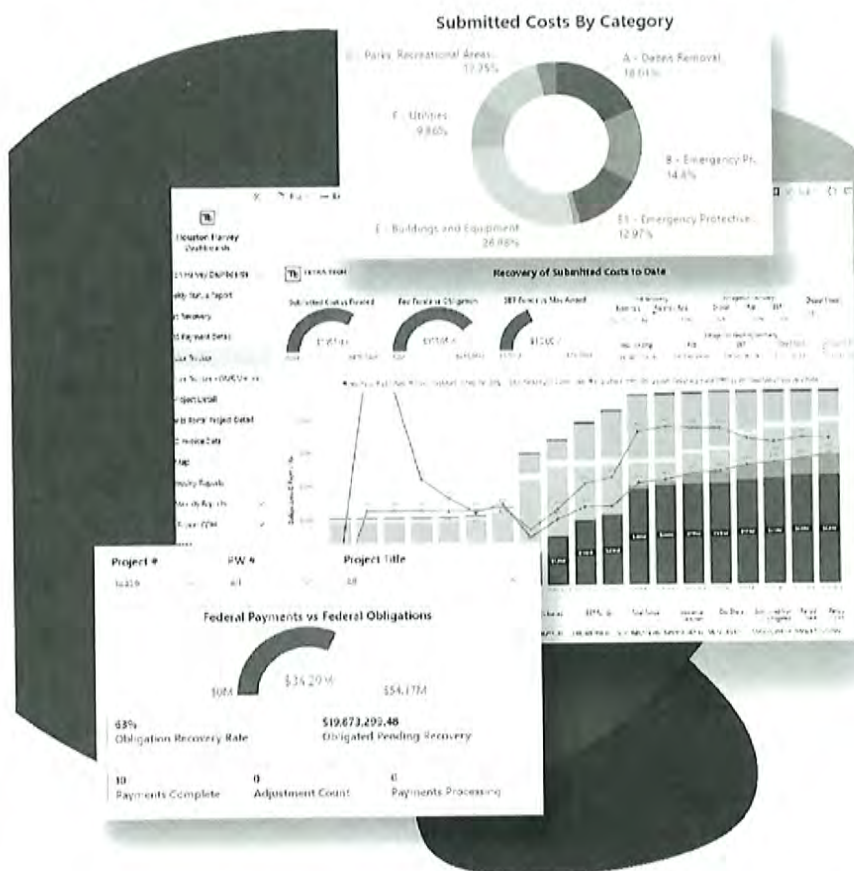
Tetra Tech assists clients with contractor invoice reconciliation, which involves ensuring accurate payment to contractors and assigning incurred costs to funding sources to minimize local cost share.

Tetra Tech will tailor the *RecoveryTrac*™ Project Workflow Case Management System (CMS) to the County's needs. Tetra Tech will customize *RecoveryTrac*™ reports to meet the County's specific needs for both force account labor and contractor invoice records. *RecoveryTrac*™ has been designed to make an auditor's job easier by linking all costs to the proof of payment, invoice, and backup of the documentation to show the cost eligibility.

RecoveryTrac™

Grant Management

The *RecoveryTrac™* grant management system was specifically designed for the management and maintenance of documents, data, and information related to grant administration and case management. The result is a networked and highly functional framework for collecting, managing, and leveraging the flood of incoming data to visualize project projection and recovery in real time using customized dashboard reporting.



Key Features

Information is a critical ally when supporting a major community to stabilize in the wake of a disaster. Funding agencies require highly granular data to support grant application and reimbursement. Tetra Tech has configured the *RecoveryTrac™* grant management system to organize and manage data and documentation associated with each grant program in mind.

Real Time Statistics

Audit-Ready Data

Exporting Capabilities



Efficiency

Regulatory agencies can quickly search and review electronic project data files.



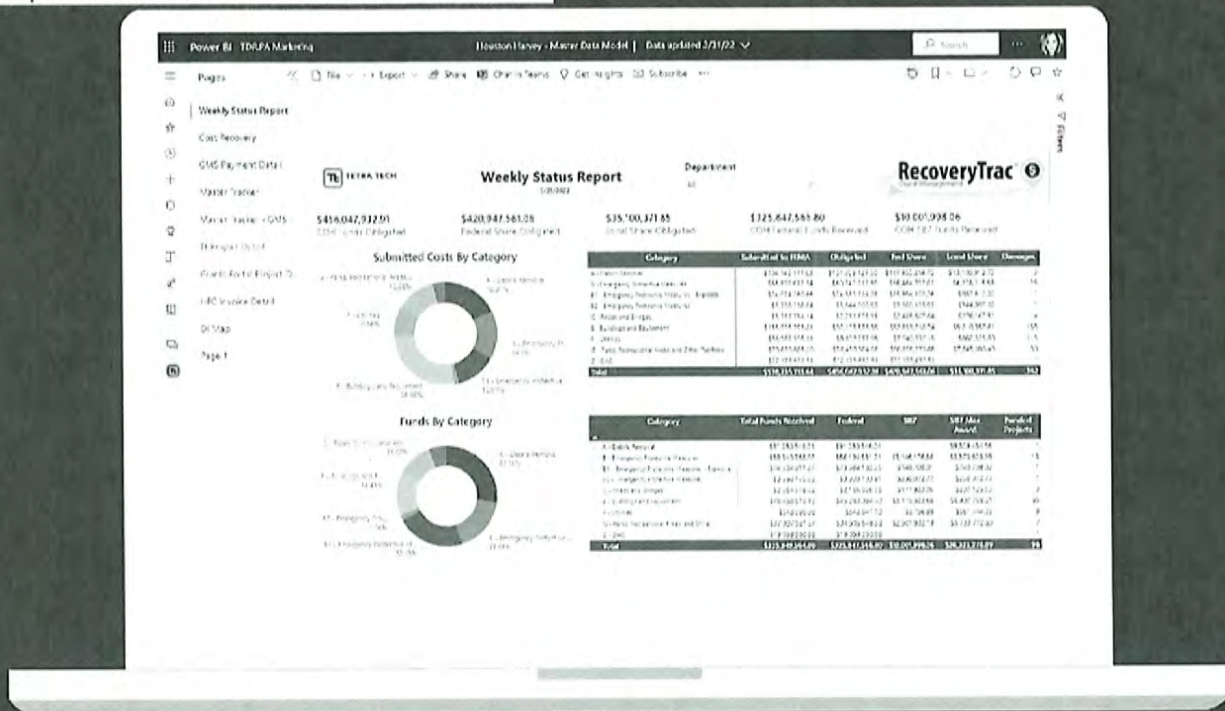
Enhanced Reporting

Fully customizable data control facilitates custom reporting for all recipients.

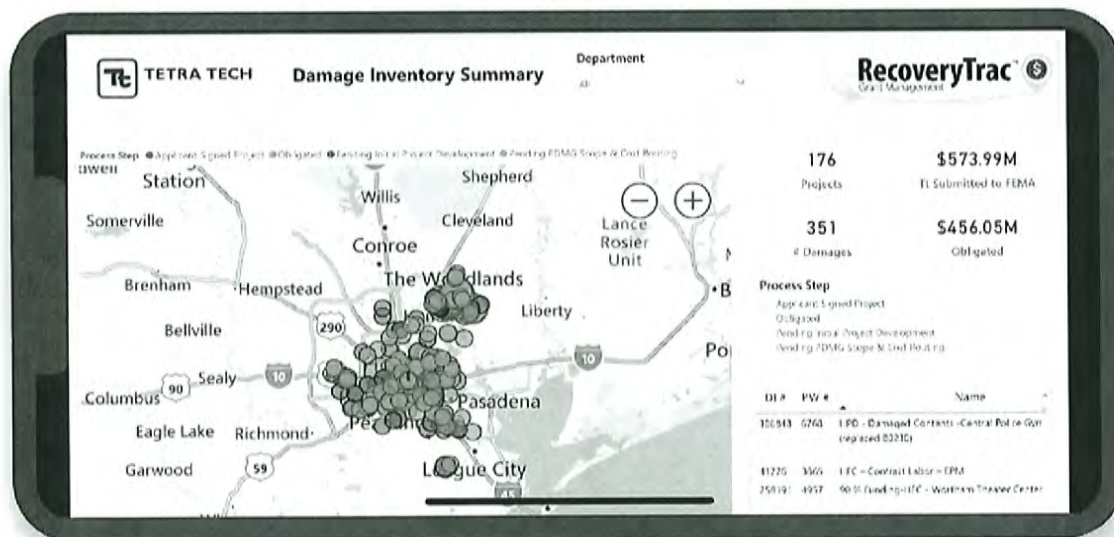


Fully Transparent

Access to a real-time portal to review project analytics and progress as it happens.



Customizable dashboards are designed to expand with your needs. The *RecoveryTrac™* system provides aggregate data management and chain-of-custody tracking of changes. Dashboards are web-accessible with cloud storage, and flexible and expandable to encompass project and portfolio lifecycle tracking.



Geospatial project tracking powered by Microsoft PowerBI. Tetra Tech has leveraged emerging technologies and the use of proprietary geospatial GIS software into all phases of emergency management. This software tracks key data against program objectives and key performance indicators, building the highest level of transparency for grant expenditure.

Insurance And Other Funding Support

The Tetra Tech Team's approach to maximizing disaster recovery funding includes engaging insurance companies to account for insured and uninsured losses as well as understanding and submitting deductible payments for reimbursement. Services to be provided by Tetra Tech during this task include the following:

- Gather, review, and summarize applicant insurance policies
- Accompany insurance adjuster to damage site
- Obtain insurance adjuster's summation of damage
- Develop or review insurance claim filing
- Monitor status of claim processing
- Confirm that insurance claim proceeds are reconciled to appropriate project
- Record receipt of insurance proceeds on grant application to demonstrate subrogation and non-duplication of benefit

Managing insurance claim funding requires careful attention to avoid duplication of benefits and grant funding deobligations during closeout. Tetra Tech will confirm that insurance claims are properly filed, and the resulting proceeds are accounted for accurately to protect the applicants against such events.

Cracking the Code

Tetra Tech's team has extensive experience working with agencies to ensure they receive all the insurance reimbursements to which our client is entitled. Our team's approach is to take advantage of all reimbursement and funding opportunities that are available to its clients and ensure that insurance issues are properly handled, such as:

- Understanding the terms and conditions of the insurance policies coverages and the interpretation of same.
- Assist with the recovery process to ensure that the various recovery steps comply with insurance claim requirements and FEMA Policy for the PA program.
- Assist with the assessment/evaluation of the damaged property and review detailed written estimate of damages for accuracy and completeness.
- A thorough analysis and complete documentation of the cause of the damage - wind vs. flood is a common issue that needs proper handling and is especially important when the policy coverage has low flood sub-limits.
- Assist with/perform a reconciliation of the insurance proceeds – an insurance allocation verses FEMA insurance deductions on each PW.

United States (US) Department of Housing and Urban Development (HUD) and Community Development Block Grant Disaster Recovery (CDBG-DR)

Tetra Tech has experience with HUD CDBG-DR, CDBG-MIT, and CDBG-CV grant programs at every level, including program design, implementation, monitoring, and closeout. Our team members have decades of experience working within HUD's CDBG program eligibility framework, successfully leveraging public funds for our clients.

We work with jurisdictions to develop action plans, complete applications, and identify, evaluate, and prioritize recovery projects, focusing on HUD eligibility. The Tetra Tech team has worked with dozens of communities across the nation to ensure that HUD-funded recovery programs are launched and implemented with long-term sustainability, risk reduction and elimination, and community safety and resiliency in mind.

Specifically, Tetra Tech has supported the planning, development, and implementation of community reconstruction and housing and economic recovery planning programs valued at more than \$10 billion post-Superstorm Sandy and \$2 billion post-Hurricane Harvey. As an example of this expertise in action, Tetra Tech led the creation of the New York Governor's Office of Storm Recovery CDBG-DR Rebuild by Design Living with the Bay program resiliency strategy, which included the creation of projects across a broad variety infrastructure improvement projects. We are currently working with the Commonwealth of Puerto's \$600 million CDBG-DR multi-sector recovery program and \$3 billion housing recovery program.

Tetra Tech has provided CDBG-DR/MIT support services for:

- **St. Johns County, FL (Hurricane)**
- **Monroe County, FL (Hurricane)**
- **City of Marathon, FL (Hurricane)**
- New York Governor's Office of Storm Recovery (Hurricane)
- Hawaii County, Hawaii (Kilauea volcano)
- Dougherty County, GA (Tornadoes)
- Lexington County, SC (Hurricane)
- Richland County, SC (Hurricane/Flooding)
- Boulder County, CO (Landslides)
- Dauphin County, PA (Hurricane/Flooding)
- Puerto Rico/U.S. Virgin Island (Hurricane)
- Harris County, TX (Hurricane)

Identification of Alternative Sources of Funding

Tetra Tech has a long history working with subrecipients to identify alternative funding sources. We understand how federal funding sources can work in concert to reduce local financial impacts to the County, such as FHWA's Emergency Relief (ER) Program, NRCS Emergency Watershed Protection (EWP), HUD's CDBG-DR, CDBG-MIT or CDBG-CV programs, Treasury Coronavirus Relief Program (CRF) and State-level funding such as Senate Bill 7 – Local Cost Share assistance. For those projects that may require a local funding component, we will work with the Finance Department and departmental representative to identify and apply for this assistance, working this into cash flow projections and final cost calculations.

Hazard Mitigation Support

Hazard mitigation is an essential tool to break the cycle of damage due to disasters. Tetra Tech is a leader in assisting states and municipalities in hazard mitigation planning and program execution. As the recovery to a disaster begins or preparations are made prior to a future disaster, it is critical that all operations consider available hazard mitigation opportunities. The Tetra Tech team has the expertise and experience to coordinate the County's efforts to support the consideration of all mitigation options. Tetra Tech provides the following services:

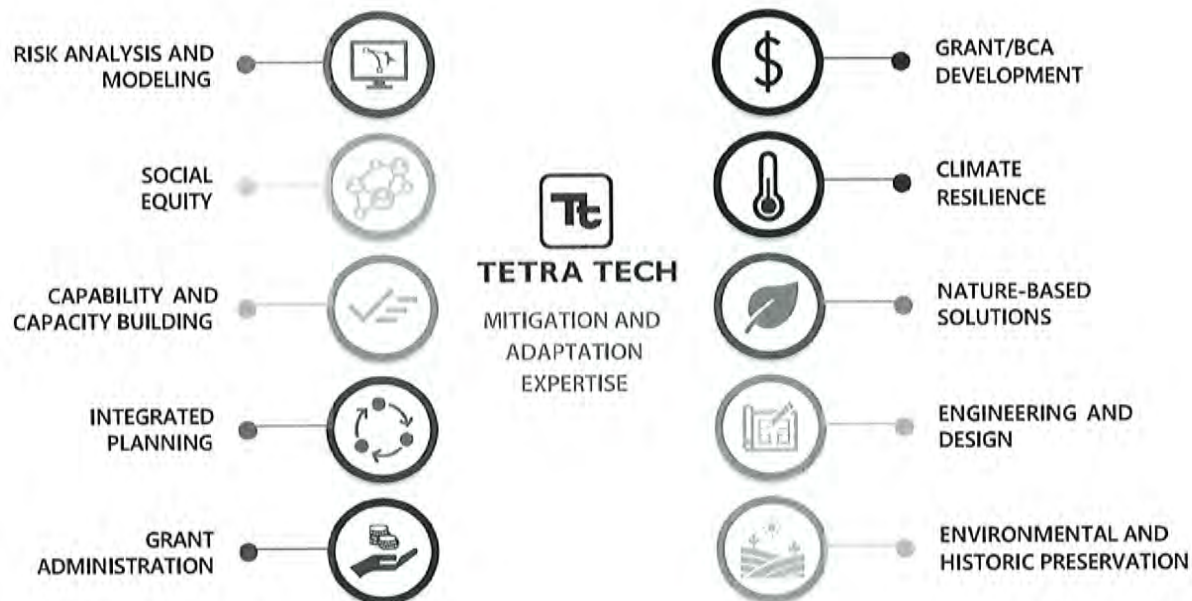
- Mitigation Program Administration
- Mitigation Planning and Hazard Assessment
- Section 404 and 406 Mitigation Integration
- Hazard Mitigation Assistance Program Application and Implementation (HMGP, FMA, and BRIC)

Tetra Tech has a multidisciplinary team of toxicologists, chemists, ecologists, biologists, geologists, modelers, data managers, and environmental scientists that provide environmental risk expertise to the public and private sectors. Many of our scientists have graduate-level degrees and contribute to the scientific community by publishing in peer-reviewed journals and participating in presentations at national conferences of technical and professional organizations.

Tetra Tech offers a full suite of services and subject-matter experts to mitigate hazard risk, adapt to the changing climate, and build community resilience.

MITIGATION AND ADAPTATION FUNDING SUPPORT

HUNDREDS OF PROJECTS
\$1.0+B^{VALUE}



FEMA 404 Hazard Mitigation Grant Program (HMGP)

The Tetra Tech team is prepared to assist with identifying mitigation grant opportunities to supplement the disaster-related mitigation programs through FEMA's 404 HMGP program. Tetra Tech is prepared to assist the County with HMGP services, including preparing applications, conducting outreach to potential property owners, developing application scopes, assessing cost-effectiveness (cost-benefit analysis), evaluating environmental and historic preservation compliance, regulatory clearances, grant implementation, and audit and closeout services. Currently, Tetra Tech is assisting communities in California, Idaho, North Carolina, New Jersey, Ohio, Oregon, Washington, South Carolina, Florida, and Texas, including the City of Houston with HMGP and FMA grants.

Subrecipients participating in the FEMA PA Program can access Section 406 Mitigation funds during the development of PWs for damaged public facilities. The Section 406 program is designed to enhance the facility's ability to perform against future disasters, thus protecting it from repetitive loss. By maximizing Section 406 Mitigation opportunities, the County can reserve more finite funding sources such as HMGP or CDBG-DR to satisfy other unmet needs. Increasing the use of Section 406 Mitigation funds will also add to the total amount of PA funds, thereby increasing the HMGP funds made available to the County. Tetra Tech has unmatched depth in the areas of Benefit Cost Analysis (BCA) on 406 and 404 mitigation projects. Our team is experienced in utilizing social and economic benefits to increase BCA ratios when handling some of the most complex projects and developing LOIs to maximize use of this funding.

Did You Know?

Our team has successfully worked with the **City of Houston** on the Flood Mitigation Assistance (FMA) grant over the last two years alone to obtain \$38.9M in federal funding for Home Elevation grants. This unprecedented commitment by the City and the Tetra Tech team contributed to over 100 homeowners in the floodplain to elevate their homes out of harm's way.

Additionally, over the past 4+ years we've assessed drainage issues associated with the City's drainage system and have reviewed hundreds of Capital Improvement Plan (CIP) projects for funding eligibility.

How Tetra Tech Can Help

FEMA grant application packages are complex and time-consuming to prepare. Our team can help you assemble successful grant application packages to secure funding. Support from Tetra Tech's mitigation and engineering experts include the following services:



Tetra Tech's FEMA HMA experience includes clients at every scale, including:

- Galveston County, TX | SRL Elevations 2011 and 2015
- Montgomery County | TX/SRL Elevations 2016
- Fort Bend County, TX | HMGP Buyouts & Elevations 2016
- City of Houston, TX | Action Plan 2015
- City of Houston, TX | Unmet Needs Analysis
- Richland County, SC | HMGP Buyouts 2015
- State of Connecticut | HMGP Closeouts
- Walton County, FL | FMA Application and Elevations 2015 - 2022
- Gwinnett, GA | HMGP Buyouts
- Virginia Beach, VA 2014
- King County, WA | On-call
- Snoqualmie, WA | On-call
- Whatcom County, WA | HMGP Elevations & Acquisitions 2022
- State of Utah | BCA Technical Review for BRIC and HMGP Projects 2022
- State of Idaho | Office of Emergency Management
- City of Roseville, CA
- Barnwell School Board, SC | Hurricane Safe Room
- Manheim Borough, PA | Flood project; BRIC FY2021; HMGP (DR-4506)
- Brandywine Conservancy and Museum of Art, PA; Elevations of Historic Structures | HMGP (DR-4618)
- Wayne County, OH | HMGP Acquisitions
- Rochelle Park NJ | Elevations; FMA 2021
- Somerset County NJ | Acquisitions; FMA 2021
- Cranford Township NJ | BCA for Elevations; FMA 2021
- New Jersey Office of Emergency Management | FMA and HMGP technical support
- Ocean City NJ | Elevations Grant Management
- Pasco County, FL | DR-4068
- Dougherty County, GA | DR-4284
- Gwinnett County, GA | DR-1858
- Clark Energy Co-op, KY | DR-4284
- City of Charleston, SC | DR-1858
- City of Charleston, SC | DR-4241
- City of Sumter, SC | DR-4286
- Lexington County, SC | DR-4241
- Richland County, SC | DR-4241
- City of Houston
- City of Houston
- Galveston County | DR-1791
- Galveston County | DR-1791
- Montgomery County, TX | DR-4269
- Port of Galveston, TX | DR-1791
- City of Callaway, FL | DR-4399
- City of Lynn Haven, FL | DR-4399
- State of Connecticut
- City of Daytona Beach, FL | DR-1840

FEMA 406 Mitigation

With all permanent work PA projects, the Subrecipient has the option to request hazard mitigation measures as part of the project – termed a hazard mitigation proposal (HMP) – which can be funded up to an equivalent amount of 100% of the eligible repair or replacement costs. Where an HMP is 15% or less of the project cost, the HMP can be immediately approved by FEMA during project formulation. HMPs that are >15% but <100% that are from FEMA's pre-approved list of mitigation measures (aka Appendix J) are considered automatically cost-effective and approved during the project formulation process. For HMP >100% the Subrecipient must submit a BCA (minimum threshold ratio of 1:1) to FEMA for approval prior to starting the work. Our Mitigation Specialist focuses on providing direct technical assistance to our clients while working collectively with FEMA in identifying PA hazard mitigation actions that enhance an eligible facility's ability to resist damage in future incidents. Our mitigation experts work with the lens of urgency as we understand that delays can have long-term repercussions impacts and can determine how quickly a community will recover. Therefore, our narrative recommendations and cost estimates are implemented in an expedited manner.

100% REVIEW FOR 406 MITIGATION

Tetra Tech will not miss the opportunity to review every damaged facility for the potential implementation of 406 mitigation measures.

Loss Avoidance Studies-Benefit-Cost Analysis

Tetra Tech is a nationally recognized service provider in the field of performing Benefit-Cost Analysis (BCA) in support of FEMA HMA grant applications. Every BCA we perform is, in essence, a loss avoidance study, as FEMA has defined a "benefit" under the BCA program and an "avoided loss". Our professionals have a thorough understanding of the concepts applied in a loss avoidance study. Tetra Tech staff has completed over 2,000 analyses using FEMA's current model, which has resulted in securing in excess of \$1 billion in grant funding for our clients. Projects in which we have successfully completed grant applications include property acquisitions, structural elevations, stormwater drainage improvements, structure and non-structural seismic retrofit projects, rock revetment/bank stabilization projects, pumping stations large-scale reach-based flood control projects and hazardous fuel reduction projects. These types of projects are the building blocks to a resilient community.

EMERGENCY MANAGEMENT
PAST 5 YEARS

600+
GRANT
PROJECTS



350+
CLIENTS

45
STATES/TERRITORIES

Tetra Tech BCA Experience Highlights

- Developed formal BCAs for all hazards and project types for both FEMA 404 and 406 programs using FEMA's BCA software for hundreds of projections nationwide; successfully securing >\$1 billion in funding for our clients.
- Demonstrated success using each of the BCA Modules, such as flood full data (riverine and coastal); damage frequency assessment (DFA); and hurricane wind, hurricane safe room, tornado safe room, earthquake, wildfire, and drought modules.
- Served as a beta tester for the development of the agency's latest software deployment, Benefit Cost Analysis Re-engineering (BCAR), with a primary focus on the flood modules.
- Supported FEMA's post-disaster as part of the national Hazard Mitigation Technical Assistance Program (HMTAP) contract, to leverage Tetra Tech's BCA expertise. Post Hurricane Harvey, in Texas, Tetra Tech had two of the eight Crew Lead positions, yet we are responsible for 45% of the total number of projects (72 projects totaling \$1.2 billion in project costs), more than twice the workload of the other contractors (the other six Crew Leads are responsible for the remaining 86).
- **Tetra Tech is part of the Alliance for Resilience and Mitigation (ARM) joint venture, and Tetra Tech is providing technical assistance to FEMA through the HMTAP contract in FEMA Regions 5, 6, 7. Currently, our team is providing COVID HMGP grant application and BCA technical assistance reviews. Our work as part of the ARM joint venture is highlighted later in this section under notable project experience.**

Resilient Community Planning Program Support

Our team has been leading the industry in climate change, mitigation and resilience planning. For over 30 years, Tetra Tech has been at the leading edge of climate change analysis, from the conduct of scientific and policy assessments to performing services to develop and implement effective adaptation and mitigation solutions. We have worked at the regional, national, municipal, and local levels to develop site-specific analyses and strategic

Tetra Tech has supported clients with developing resilience and climate change adaptation plans including:

- Greater Muncy Area, PA; Resilience Plan (This effort saw Tetra Tech awarded FEMA's first ever national Excellence in Mitigation Innovation Award)
- Rebuild by Design; Living with the Bay Resilience Plan, New York
- New York State Housing Trust Fund Corporation; New York Rising Community Reconstruction Program
- North Carolina Office of Recovery and Resiliency: Regional Resilience Portfolio Program (Tetra Tech was awarded 4 of the 8 regions)
- County of Hawai'i: Climate Adaptation Plan

recommendations to improve the resiliency of communities and programs.

We developed first-generation climate change models, including the Global Carbon Cycling Model, and have supported flagship climate change pilot projects for several U.S. agencies, multilateral institutions, and national and state governments. Tetra Tech supports our clients in applying and streamlining the methodologies and implementing best practices from these projects. Tetra Tech has leveraged its tradition in engineering and environmental science to build a suite of tools and capabilities to help local and state jurisdictions address an uncertain future through climate change adaptation and resilience planning.

Tetra Tech is composed of an accomplished team of experts with demonstrated experience in vulnerability and risk assessments; mitigation and resilience planning; and adaptation planning. Our team provides the highest level of service in support of planning activities and financial management for implementation of projects that address future conditions that threaten the life safety and economy of citizens.

- *Our team combines local knowledge with global climate expertise.* We have assembled nationally recognized experts in their field to manage and serve as technical leads and advisors to contribute to this project.
- We bring lessons learned from decades of hazard mitigation and community planning *to build and integrate climate adaptation options and increase the resiliency* of critical infrastructure and communities.
- Our track record of successful public engagement *to inspire ownership and implementation of focused community reconstruction and resiliency plans* that supports a comprehensive and inclusive approach to this planning process.
- Tetra Tech has led or been engaged *with 4 of the 10 projects from Rebuild by Design, a U.S. Department of Housing and Urban Development's (HUD) program* to rebuild the Sandy-impacted area and rebuild with science-driven approaches to long-term resilience. Similarly, our team members have led multiple efforts from HUD's National Disaster Resilience Competition. We have worked with multiple cities on their resilience strategies through the *100 Resilient Cities Program*.

Our team not only provides the County access to experienced emergency management and hazard mitigation planners but also a cadre of resilience and climate adaptation planners and specialists who consider the whole community and develop actionable projects and plans to increase long-term resiliency.

Resilient and Adaptation Planning Framework

Tetra Tech's approach is scalable and iterative – building capability and capacity at all levels.



Tetra Tech has supported communities in both blue-sky and post-disaster scenarios to prioritize mitigation and adaptation projects and evaluate and align the best funding sources (federal, state, regional, local, and private) for implementation to ensure our clients achieve their resilience goals. Our proposed team has written grant applications and performed thousands of benefit cost analyses and has secured millions of dollars to implement projects within the following categories:

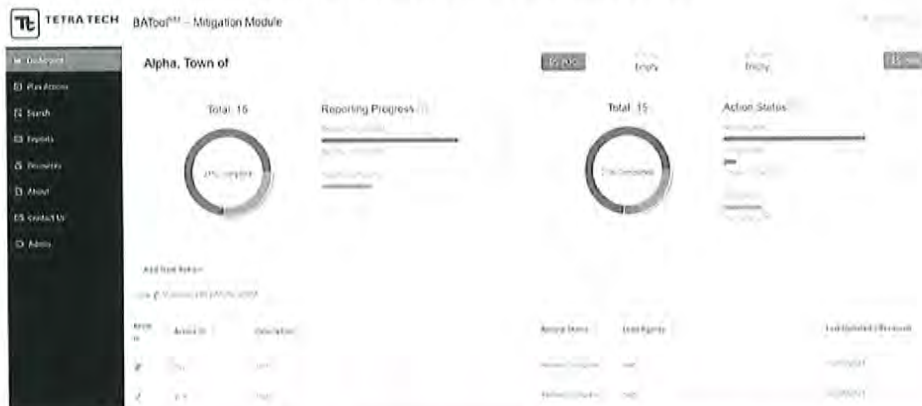
- Structural Elevation and Retrofit
- Acquisition/Relocation/Demolition
- Stormwater Drainage Improvements
- Outfall Improvements
- Collection Systems/Pumping Stations
- Bulkheading and Tide-Check Valves
- Coastal Revetment
- Bank and Soil Stabilization
- Roadway Elevations
- Dam Spillway Improvement
- Bridge Hardening
- Levees and floodwalls
- Living Shoreline
- Seismic and Wind Retrofit
- Post-disaster Code Enforcement
- Safe Room Construction
- Green Infrastructure
- Co-Generation Facilities
- Landslide Mitigation
- Wet and Dry Floodproofing
- Back-up Power
- Wildfire Mitigation
- Harden Communication Systems

The BAToolSM Program – Tetra Tech’s Mitigation Plan Implementation Progress Tracker

To support annual plan reviews, Tetra Tech has developed an automated, online annual plan review program (BAToolSM Program). Through this system, our clients log into the program from their desktops and update the progress of each mitigation action included in the plan using a set of simple, intuitive screens. The County can view the status of department-specific mitigation projects using the dashboards and query project status right from your desktops. Users can generate reports summarizing the input collected to submit progress reports, align with funding, and support regulatory reporting to FDEM for mitigation planning and for annual Community Rating System (CRS) Activity 510 progress reports.



Sample BAToolSM Program Dashboard



Emergency Management Support Services

With dozens of in-house emergency management planners and subject matter experts, Tetra Tech has the depth, experience, and track record to support the nation's largest and most demanding clients. While proud of the diversity, complexity, and effectiveness of our plans and projects, our team covets the strength of our long-term client

relationships, which have resulted in 80% of our work coming from repeat business. This remarkable statistic highlights our value and motivates us to outperform expectations and set the benchmark for excellence.

In addition to a long history of supporting the federal government, military, and private sector, Tetra Tech stands out as the largest provider in the nation of emergency management services to state and local clients. This footprint provides exposure to best practices and lessons learned from the largest metro areas and urban centers, translating into innovative plans and preparedness/mitigation activities tailored to our client's needs.

Preparedness Planning

Tetra Tech has assembled a team that features emergency management and homeland security experts with decades of real-world experience who have implemented all types of preparedness planning elements. Our team is experienced in developing all three tiers of CPG 101 plans:

- **Strategic Planning:** Describe how a jurisdiction wants to meet its emergency management or homeland security responsibilities over the long term. These plans are driven by policy from senior officials and establish program goals and objectives.
- **Operational Planning:** Provide a description of roles and responsibilities, tasks, integration, and actions required of a jurisdiction or its departments and agencies during emergencies.
- **Tactical Planning:** Break down bigger-picture goals and strategies into narrower, actionable tasks. Tactical plans are steps for implementing strategic and operational goals (for example, incident scenes or emergency operation center [EOC] standard operating procedures [SOPs] and checklists).



Graphic Source: CPG 101

In recent years, Tetra Tech has completed a wide range of actionable planning products in the following functional areas:

- | | |
|--|---|
| • Commodity Points of Distribution (C-POD) | • Logistics and Resource Management Plans |
| • Comprehensive Emergency Management | • Mass Care/Surge Capacity |
| • Community Rating System (CRS) | • Medical Dispensing |
| • Continuity of Government | • Pre-Disaster Recovery |
| • Continuity of Operations | • Reception Processing |
| • Debris Management | • Regional Catastrophic |
| • Departmental Emergency Response | • Resilience |
| • Emergency Operations Center | • Sheltering |
| • Emergency Operations | • Standard Operating Procedures |
| • Emergency Support Functions | • Threat and Hazard Identification Risk Assessments |
| • Evacuation Plan | • Threat/Hazard-Specific Plan |
| • Family Assistance and Reunification | • Volunteer Management |
| • Hazard Mitigation | |

Tetra Tech's approach to preparedness plan development will be tailored to meet the needs of the project and the involved participants. In general, Tetra Tech follows the FEMA Comprehensive Preparedness Guide (CPG) 101 to develop plans, realizing that this guidance is not a rigid standard. Using the CPG 101 methodology, there are three tiers of planning: strategic planning, operational planning, and tactical planning. Tetra Tech has extensive experience using CPG 101 in developing, implementing, and evaluating the three tiers.

To develop comprehensive planning documents, Tetra Tech uses the following approaches, either individually or in combination:

Scenario-based Planning

In the approach, Tetra Tech starts with building a scenario for a hazard or threat. Tetra Tech then analyzes the impact of the scenario to determine appropriate courses of action. This approach is most commonly used to develop planning assumptions, primarily for hazard or threat-specific plans or annexes.

Function-based Planning

Tetra Tech completes the following tasks in a function-based planning approach; identifies the common function to be performed; defines the function; identifies parties responsible for function's performance; and determines a course of action.

Capabilities-based Planning

This approach is scenario-to-task-capability and therefore is a combination of scenario- and function-based planning.

Tetra Tech recognizes that certain types of planning projects may have additional relevant standards and guidance. The table below highlights select standards that Tetra Tech has used for developing specific types of emergency plans with other clients.

Standards and Planning Types

Standard/Method	Type of Plan(s)
<i>FEMA CPG 101v3</i>	Emergency Operations Plan (EOP)
	EOP Hazard Annexes
	EOP Emergency Support Function (ESF) Annexes
	Comprehensive Emergency Management Plans (CEMP)
	Standard Operating Procedures (SOPs) and Job Aids
<i>CPG 201v3</i>	Threat and Hazard Identification and Risk Assessment
<i>FEMA Hazard Mitigation Planning Guides (386 series)</i>	State, local, and tribal Hazard Mitigation Plans
<i>FEMA Continuity Guidance 2018</i>	State, local, and tribal continuity of operations (COOP)/continuity of government (COG) plans
<i>Disaster Recovery Institute (DRII)</i>	Business continuity plans (BCP)
<i>NFPA 3000 Standard for an Active Shooter/Hostile Event Response (ASHER) Program</i>	Active shooter plans, training, and exercises plans
<i>FEMA Pre-Disaster Planning Guide for Local/State Governments</i>	Recovery Plans
<i>FEMA P-785 Shelter Field Guide</i>	Shelter Planning

Tetra Tech believes that a successful planning process should be clearly organized and include multiple opportunities for stakeholder input. The outcomes should be clear and understandable to a reader who was not involved in the development process. For all planning projects, Tetra Tech implements the CPG-101 Planning Process. This proven model outlined in the six steps below allows for greater stakeholder input and buy-in for the final product. Stakeholder involvement in the plan development process is key to the successful acceptance and implementation of any plan.

National Plan Development Process (NPDP) Model

**Development of Preparedness Programs through an Equity Lens**

As residents look to government to support their needs before and after a disaster occurs, the County must address the needs of the community and their most vulnerable and traditionally underserved populations in an equitable manner and view all mitigation, recovery, and emergency management plans, policies, and program through the lens of equity. We understand that disasters disproportionately affect underserved and historically marginalized communities, and as a society, we must actively work to ensure our entire communities are cared for and treated in an equitable manner with respect and sensitivity during times of crisis. The Tetra Tech team understands the critical importance of incorporating the needs of vulnerable and historically underserved populations into planning, training, and exercise programs so that their needs can be met before and after a disaster occurs. Tetra Tech is currently working with the State of Iowa to conduct a review of their plans, procedures, and programs to strengthen how it prepares for, responds to, and assists under-represented populations to recover from all types of disasters.

Tetra Tech's team has experience in conducting comprehensive community vulnerability assessments to identify and prioritize underserved areas for planning, response, mitigation, and community outreach through the lens of equity. Through our robust stakeholder and community engagement process, we are committed to leveraging existing community partnerships and resources to fully engage the community and understand community ties, using a Whole Community approach to effectively prioritize highest-risk communities and vulnerable populations to increase community resilience. This helps to determine and set policy needs and identify key areas for inclusion in plans and response procedures.

We understand the importance of whole community involvement in program development, including the vulnerable and historically underserved. By involving tribal nations, black, indigenous, and people of color, immigrants, refugees, economically challenged, people experiencing homelessness, and DAFN stakeholders (who directly depend on the County's response and recovery support) in the planning process, Tetra Tech will support the comprehensive diversity and inclusion the County seeks in the modern era of emergency management. Tetra Tech will host forums and outreach activities to meet people where they are. Additional virtual sessions will be available for those individuals with connectivity who do not want to gather during the ongoing COVID-19 pandemic. The Tetra Tech team completed review of policies and procedures and prepared recommendations through the lens of equity for some high-profile agencies, including the DC Metropolitan Police Department, University of Maryland School of Public Policy, United States Department of Labor, District of Columbia Government Cities of Service Task Force.

Development of Curricula on Plan Development

A plan is only successful if the responsible parties are aware of what is included, how to successfully implement it, and what their expected roles are when the plan is activated. Plans are most successfully implemented when personnel are regularly trained on the plan's contents and understand how it applies to them directly. Our team of skilled trainers develop and facilitate curricula on how to develop plans, how to successfully activate and implement them, and how to assess their effectiveness following an activation.

We understand the importance of developing engaging training curricula that address topics in a way that the learner is able to grasp key concepts while also understanding what is expected of them during a disaster or emergency. We are currently working with the Northern Virginia Emergency Response System (NVERS) to develop a two-day training course on how to develop a family assistance plan at the jurisdictional and county levels. We have assisted other clients, including Amtrak, with developing computer-based training (CBT) modules that teach users how to successfully implement field operations guides and activate following a train derailment. Our team of skilled trainers are adept at creating curricula and training aids for in-person or virtual delivery and CBTs.

Our course developers include trainers certified or qualified through the FEMA Emergency Management Institute (EMI), U.S. EPA, various fire services, and U.S. military branches. Tetra Tech uses a streamlined version of the Systems Approach to Training (SAT) to develop customized training courses. This approach incorporates the steps of the PADDIE model of instructional design (Planning, Analysis, Design, Development, Implementation, and Evaluation). This process allows for a dynamic, flexible guideline for building effective adult learning training modules.



For each training, Tetra Tech will work with the County to consider the course topic, course objectives, enabling learning objectives, and target audience in order to propose the best, most effective approach, or format for course delivery (classroom, online, blended, video, or other). The overall course development process, regardless of delivery format, involves concurrent and overlapping activities within the “Analysis and Design” and “Design and Implement” phases. Tetra Tech uses periodic course reviews to obtain feedback from the course planning team and to address technical and presentation considerations. Content validation occurs at each step to check that the course is designed and conceptualized accurately, whether the product is video-based, online, or classroom training. Our training curricula development will include the creation of multi-media presentations, instructor guides, student guides, tests, and feedback forms for in-person or virtually facilitated training offerings and knowledge checks and reviews for CBT offerings. These materials will be skillfully designed by our team of training professionals and include interactive opportunities where available.

In addition to developing the tools to support the training facilitation, Tetra Tech understands the importance of developing support tools such as job aids or planning templates that can be used after the training is delivered. Examples include:

- Checklists that illustrate important actions that must be taken during each phase of plan implementation
- Job action sheets which can be used during EOC activations providing guidance on the EOC’s battle rhythm and when deliverables are due
- Plan templates and user guides that assist with developing a plan and outline important guidance and consideration points
- Flyers that can be used to get stakeholders engaged in planning process

For each training offering, we will work with the County to identify the most appropriate training support tools that can be developed to not only support the participant’s understanding during the training but also encourage them to implement what they have learned.

Exercise Design, Execution and Evaluations

Tetra Tech’s experience with HSEEP is extensive and ranges from local-level drills to national-level, multi-day full-scale exercises with dozens of stakeholders and thousands of participants. This includes developing HSEEP-consistent exercises for dozens of metropolitan regions across the U.S. As a result, Tetra Tech has often been tasked with managing

our clients' ongoing multi-year exercise programs, including FEMA's National Exercise Program (NEP), EPA's Emergency Response Training Program for first responders, New York State Radiological Preparedness Program (REPP), Amtrak, and exercise programs in the cities of Philadelphia, Chicago, Orlando, Los Angeles, Atlanta, and Houston.

Tetra Tech understands how to utilize the HSEEP process to drive objective oriented outcomes while still providing flexibility to evolving client needs. Tetra Tech is well-versed in coordinating multiple, simultaneous planning efforts and complex exercises. We develop progressive exercise series to validate capabilities in the areas of energy assurance, transportation, cyber security, public health, hazardous materials response, natural hazards, terrorism, and recovery.

Through our current and past work for local, state, and federal agencies, Tetra Tech has developed a nationwide group of exercise design specialists and facilitators who work together to provide expertise to our clients. Tetra Tech project team members have long histories of demonstrated proficiency in the HSEEP process, and many are trained HSEEP instructors. Tetra Tech has numerous FEMA Master Exercise Practitioners (MEP), the highest HSEEP designation. As a result, Tetra Tech can provide the most capable HSEEP exercise development experts available. Our clients can attest to our ability to navigate the HSEEP process in such a manner to meet each standard, which minimizes the level of complexity for them and their stakeholders.

Our team of HSEEP-trained professionals will be available to provide facilitation, control, and evaluation support for the County. Prior to exercise conduct, our staff will be available to:

- Develop materials and support the facilitation of exercise planning meetings
- Develop HSEEP-consistent exercise documentation
- Exercise preparation: meeting presentations, sign-in sheets, agendas, meeting minutes
- Exercise conduct: Exercise Plan (ExPlan), Situation Manual (SitMan), Master Scenario Events List (MSEL), sign-in sheets, Safety Briefing presentation, Actor Briefing presentation, Controller/Evaluator Training presentation
- Exercise Evaluation: Exercise Evaluation Guides (EEGs), Participant Feedback Form/Survey, AAR/IP

Tetra Tech's staff members will be able to serve as facilitators, controllers, and simulation cell (SIMCELL) members for exercises. Using the EEGs, staff will record actions from play and document observations, lessons learned, and best practices throughout the exercise for discussion in the hotwash and inclusion in the AAR. We will lead and manage the hotwash process in order to collect feedback from participants immediately after the exercise to get their initial thoughts and provide them with the opportunity to provide additional feedback via a paper Participant Feedback Form or online feedback survey. Throughout the COVID-19 pandemic, we have had immense success with using surveys to collect participant feedback for both exercise and real-world after action review processes.



What do our clients say?

"They impressed us right from the start, plugging in immediately to drive the project schedule and deliver the right information and resources to the right place at the right time.

The positive energy and 'can do' attitude of the Tetra Tech team allowed us to meet our deadlines and to meet the expectations of demanding stakeholders all across our dynamic healthcare enterprise. The support we received from Tetra Tech was critically important to the success of this important endeavor."

Kelly R McKinney
Director - NYU Langone Health

We can also support the County through facilitating and/or supporting the AAM by consolidating evaluations into an AAR/IP and presenting this to both participants and agency leadership. Our team has extensive experience with identifying not only best practices but also capability gaps and assigning corrective actions to address and close them.

Disaster Recovery Related Support Services

As an industry leader, Tetra Tech provides complete, turnkey construction services for facilities, pipelines, infrastructure, and energy projects around the world. Tetra Tech offers comprehensive program management, combining our engineering, project management, and project controls expertise to ensure that our clients' infrastructure projects are implemented successfully. Our team builds on this experience by utilizing subject matter experts to support the oversight of construction projects in the FEMA and HUD recovery regulatory frameworks.

With the adjustment of the FEMA's Small Project Threshold to one million dollars, it is more important than ever to capture all damages, provide detailed scopes of work, and include all reasonable costs for projects.

Tetra Tech has played a vital role in providing cost estimating support to validate Work Completed or estimate to Work to be Completed scope for disaster projects. With agreed upon damage quantities, Tetra Tech's cost estimators utilize *RecoveryTrac*™ to generate and validate scope of work and cost estimates by integrating cost data from RS Means for construction projects. Our estimation work has been used to validate and adjust FEMA's prepared Cost Estimating Format to insure maximum funding for Applicants. In many instances our team had shown eligible cost increases of over 20% compared to FEMA developed cost estimates.

Our proprietary software was utilized to digitally collect eligible disaster related damages for over 10,000 damaged sites from Hurricane Maria in Puerto Rico. This data was reviewed for programmatic compliance and made available to FEMA for inclusion into Grants Portal Project Worksheets complying with FEMA's required import formats. Tetra Tech has also utilized *RecoveryTrac*™ to survey over 30,000 private property parcels damaged by disasters before, during, and after the removal of debris for 65 clients over 34 declared disasters.

From the recipient perspective, our team has completed cost estimation verification reviews for over 400 projects from 12 disasters in Louisiana and thousands of reviews in Puerto Rico for Hurricane Maria. From a sub-recipient perspective, we have supported our clients with the creation of hundreds of detailed estimates for communities such as the City of Houston and Harris County, TX following Hurricane Harvey, and Richland County, SC after the 2015 Flood.

Tetra Tech's vast engineering experience has provided a solid foundation for participating in design development meetings. We bring highly experienced engineers and designers to the discussion to cover all types of projects. As examples have participated in post-disaster recovery design and scoping meetings for the electrical grid repair and replacement in Puerto Rico following Hurricane Maria, the construction of Hurricane Safe Room for Beaufort County, South Carolina, flood mitigation consultation for the City of Houston, Texas downtown building complexes, design consultation for the full replacement of bridges in Richland County, South Carolina, and programmatic requirements for the elevation of 121 private residences in Galveston County, Texas.

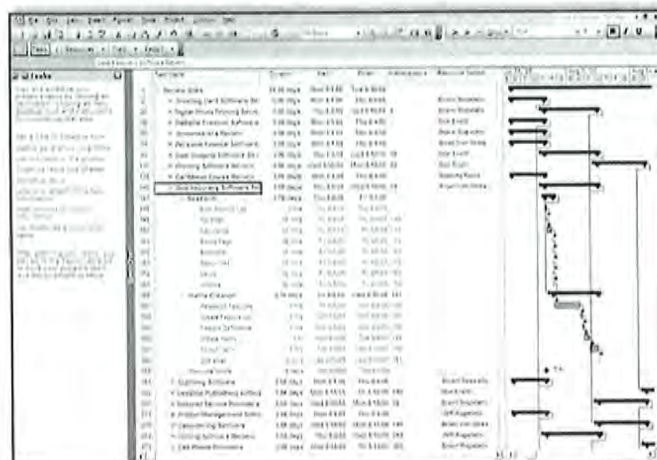
Tetra Tech's managers and engineers have completed numerous critical infrastructure projects for wastewater treatment plants, water and sewer infrastructure, road improvements, drainage, and coastal restoration projects for municipalities and private clients. A paramount responsibility of this work involves reviewing progress design documents for conformance to the budgeted scope of work. In the disaster recovery space, our engineers and project managers are currently supporting the CDBG-DR Department of Housing Program in Puerto Rico for the Hurricane Maria (4339DR-PR) recovery programs working with 27 municipalities located on the west side of Puerto Rico. Our managers and engineers are providing support in reviewing Architect/Engineer (A/E) design documents and plans, providing comments and technical assistance, working with Applicants to determine if amendments are required, reviewing consultant construction timeline estimates, and validating the scope of work complies with Federal and local requirements to maintain eligibility and stay within the approved budget.

Management of Construction Phase

To the extent necessary, Tetra Tech will assist the County with construction management activities to efficiently and effectively manage project implementation. Tetra Tech's primary objective is to ensure that the County has the necessary tools and plans required to implement the FEMA PA Grant Program funds it has been awarded. To achieve this objective, Tetra Tech will provide technical oversight and assistance to the County with the development of the following program management documents:

- Operational plan
- Cash flow/budget plan
- Information management plan
- Quality control plan
- Communications plan

In addition, Tetra Tech will gather data regarding the County's project progress to populate the Microsoft SharePoint/Project application that will be used to track, manage, and document statewide project progress and budget. Tetra Tech has found that using Microsoft SharePoint and Project to manage large-scale, multi-phased projects provides transparency in project progress, a means for identifying system bottlenecks, and an efficient method for managing budgets and implementing cost controls.



Microsoft SharePoint Project Reporting

Bidding and Award

In accordance with OMB Super Circular 2CFR200, Tetra Tech will provide bidding documents, drawings, and specifications in the appropriate electronic format for use by the County. During the bidding process, the project team can support the County by attending the pre-bid conference and respond in writing to all bidders' questions in appropriate addenda to the County. Once the bids are received, the project team can tabulate the bids, review the bidders' qualifications, and recommend award of the contract, in writing, to the County. Prior to the construction phase, a reproducible conformed set of engineering drawings and specifications will be prepared for use during construction.

Construction Services

Upon award of any construction contract, Tetra Tech will attend a pre-construction conference with the selected contractor, subcontractors, and the County. Subsequently, Tetra Tech will attend progress meetings, perform site inspections, and provide interpretation or clarification of the design documents when requested, respond to requests for additional information (RFIs), and prepare change orders required for minor modifications. In addition, Tetra Tech will review shop drawings, pay requests, and other submittals for general conformance with the specifications and drawings and conduct substantial and final completion inspections to determine if the work has been completed in conformance with the contract documents. At completion, Tetra Tech will prepare and submit certificates to the appropriate regulatory agencies. Upon completion of all work, the project team will prepare record drawings from the contractor's survey and markups in both reproducible and electronic formats for the County's use.

Field Inspection Services

In today's technology-driven society, paper-based systems are quickly becoming obsolete. Recognizing the migration to electronic-based systems, *our team has spent years researching and developing our RecoveryTrac™ system* is the result of these efforts. The *RecoveryTrac™* suite is a scalable and fully featured disaster management application designed specifically to address the operational challenges faced during a disaster recovery project, including Site Inspection, Interim Project Reports, and Final Inspection Reports.

Due to the complexity and heavy expense of conducting site visits, one of the *RecoveryTrac™* system's innovative applications has been configured to allow for all site inspection data to be electronically captured and submitted to a cloud-based storage system and delivers a document that is electronically formatted to be prepared to immediately be imported into FEMA's Grant's Manager System.

Interim Construction Inspections

As part of construction management, we will verify that projects are being completed and ensure funding is appropriately aligned with scopes of work. As such, Tetra Tech will conduct interim project inspections on behalf of the County in conjunction with the State of Florida, FEMA, and other regulatory representatives. Information gathered during interim project inspections will be incorporated into the project file for review during future audits. Information gathered during inspections may include the following:

- Photographs
- GPS coordinates
- Health and safety reports
- Confirmation of the scope and quantity of work that exists on the individual site based on project scoping information contained in engineering document(s)
- A site survey, including a diagram of the parcel and the approximate location of work being completed

Tetra Tech will accommodate requests made by FEMA and/or the State of Florida to develop documentation necessary for releasing progress payments based on interim inspections.

Inspections Powered by Matterport

Our approach is supported and enhanced with technologies specifically designed for damage assessments. Tetra Tech proposes Matterport as an integral part of our solution for the County. Matterport is a powerful 3D platform that transforms spaces into digital footprints for analysis, recordkeeping, and compliance monitoring. Tetra Tech will utilize Matterport for 3D asset leveraging, including live interactive digital scans of existing spaces to capture site footprints at the time of the inspection. The inspections will be identified by geographic location or by facility type to ensure that the right team is deployed at the right time. At the site inspection, our *RecoveryTrac™* platform will tag each location, obtain site specific photographs.



The Matterport system will:

- **Reduces time on-site** – drives field quality and efficiency through automation
- **Reducing need for travel costs** -Allows cost estimate of repairs to be performed remotely
- **Increases productivity** of field inspectors and cost estimators
- **Produces high quality visual data** - can be used for quality control reviews

Dollhouse View and In-Person Viewer



Required Forms

As requested in the County's RFP, please find the following required documents on the subsequent pages of this section:

- State of Florida Certificate of Good Standing
- Licenses – *Not applicable to Tetra Tech, Inc.*
- 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
- Registration in SAM.gov
- Corporate Certificate of Authority
- Resumes of Proposed Staff

The following documents have been uploaded as separate attachments in Nassau County's portal:

- *Tab 5 – Cost of Services*
- *E-Verify Memorandum of Understanding*
- *W-9*

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*



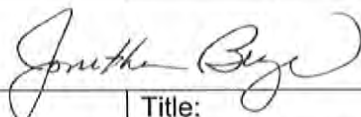

Secretary of State

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>

ATTACHMENT A
ADDENDA ACKNOWLEDGMENT

Acknowledgment is hereby made in receipt of the following addendums issued during the solicitation period.	Addendum # <u>1</u> through # <u>1</u> Date: May 15, 2023
Signature of Person Completing: 	
Printed Name: Jonathan Burgiel	Title: Business Unit President

>>>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 Prospective Proposers
FROM: Lanaee Gilmore, Procurement Director
SUBJECT: Addendum #1
Request for Proposals Number NC23-035
Disaster Recovery Consultant Services
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. Is there a current incumbent?

Answer: No.

2. What are the current rates of the incumbent?

Answer: See answer to question #1. This question is not applicable.

3. What is the incumbent's contract?

Answer: See answer to question #1. This question is not applicable.

4. RFP, p. 10, Tab 3 states: "Respondents and/or sub-consultants or sub-contractors that possess staff and company qualifications in multiple disciplines should provide documentation of all qualifications for each discipline." Please clarify if the referenced disciplines are based on the SOW outlined in Section 2 of the RFP, or is the County looking for additional value add expertise through disciplines outside the SOW?

Answer: The referenced disciplines are based on the SOW outlined in Section 2 of the RFP

5. RFP p 12, 4.6 Intent states: "[...] 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." Please clarify what type of additional services the County might be interested in.

Request for Proposals

NC23-035-RFP
Disaster Recovery Consultant Services

Addendum 1

Answer: No additional services contemplated at this time.

6. Regarding RFP p 11, Tab 5, Cost of Services: Should our rates be fully burdened and inclusive of travel & other direct costs?

Answer: Yes, rates should be fully burdened rates inclusive of travel and other direct costs.

7. RFP page 56, Section 35. Notices, Item 35.1 states: "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: [...]" Will the County consider email with delivery receipt to communicate notices?

Answer: Yes, the County will consider email with delivery receipt to communicate notices.

8. RFP p 11, TAB 4 – References states: "Provide three (3) completed reference questionnaires from municipal clients whose projects are of a similar nature to this solicitation as a part of their proposal completed within the past 8 years." Please confirm if the 3 questionnaires referred to here are the same as the 3 references requested in Attachment C, Section 5, Work Experience.

Answer: Yes, these are the same.

9. Is the County interested in vendors including with our proposals a description of our approach to providing the services outlined in the RFP? If yes, where should this information be included in our proposal since its not specifically requested in RFP Section 4?

Answer: Additional/supplemental information may be provided with Tab 7.

10. Section 3: Qualification and Experience states "Must have successfully completed at least three (3) projects of similar scope described herein, within the past eight (8) years." Would projects that are still ongoing be considered sufficient to meet this requirement?

Answer: We would prefer completed projects, although if there are only projects available which are currently in progress, these will be sufficient but should be noted as in progress.

11. Section 4.5 – Tab 4 mentions that references are needed from municipal clients. Do county governments and special district governments count as municipal clients under this RFP?

Request for Proposals

NC23-035-RFP
Disaster Recovery Consultant Services

Addendum 1

Answer: Yes.

12. Is the County currently working with a consulting firm to provide these services?

Answer: No.

13. The Planet Bids portal has a section to upload E-Verify MOU or Proof of Registration. Is the E-Verify MOU the same document as Attachment F?

Answer: No, MOU/Proof of Registration is provided through E-Verify. Both the MOU/Proof of Registration and Attachment "F" should be included in your submission.

14. If our previous work experience is provided as a qualification in Tab 3, do they all need to be references?

Answer: No.

15. Under Section 4.5 Response Format, please clarify if Tab 4 should list all contracts of similar scope and size performed in the last 8 years and contact information should be provided for only the 3 contracts to be used as references. Do questionnaires need to be completed by all clients for which we have completed similar work over the past 8 years? This reference contact information is also to be provided in Attachment C – Experience of Respondent – 5. Work Experience.

Answer: Tab 4 responses should list contracts of similar size and scope. The questionnaire should be completed for the three references.

16. If this solicitation covers already declared disasters, can you provide a list of disasters that the consultants will be assisting with? Or is this only related to future disasters?

Answer: This shall be for future disasters

17. "1. Section 3: Qualification and Experience states "Must have successfully completed at least three (3) projects of similar scope described herein, within the past eight (8) years." Would projects that are still ongoing be considered sufficient to meet this requirement?"

Answer: We would prefer completed projects, although if there are only projects available which are currently in progress, these will be sufficient but should be noted as in progress.

18. In reference to Section 4.5 Response Format Tab 4 References (page 11), please provide the reference questionnaire.

Request for Proposals

NC23-035-RFP
Disaster Recovery Consultant Services

Addendum 1

Answer: See Attachment C, Section 5 Work Experience.

19. In reference to Section 4.5 Response Format Tab 4 References (page 11), how is "similar work" in the context of references defined?

Answer: Projects of similar scope.

20. In reference to Section 4.5 Response Format Tab 4 References (page 11), Would a list of county-level clients or disaster consulting services contracts be sufficient?

Answer: Yes.

21. In reference to Section 4.5 Response Format Tab 4 References (page 11), can the respondent submit a redacted copy to protect proprietary information?

Answer: Yes.

22. In reference to Section 4.5 Response Format Tab 4 References (page 11), are the three references chosen from the list in addition to the three references provided in Attachment C, resulting in a total of six references selected?

Answer: Yes.

23. Page 11 of the RFP requests "3 completed reference questionnaires". A questionnaire form was not included in the RFP. Can the County please clarify if there was a missing form, or if the reference questionnaire refers to vendors providing the following required information: Client name, address, phone number, and e-mail address; Description of all services provided; Performance period; and Total contract value?

Answer: See Attachment "C", Section 5 Work Experience.

24. The RFP states that rates shall remain firm for the full contract term and any renewal options. Given recent unprecedented levels of inflation and price volatility, would the County consider allowing annual price adjustments based on the latest yearly percentage increase of the Consumer Price Index for All Urban Consumers (CPI-U)(All Items) as published by the Bureau of Labor Statistics, U.S. Department of Labor, or other similar index?

Answer: Yes.

25. Does the County currently have a grants management system? If so, can the County please provide specific details?

Answer: No.

Request for Proposals

NC23-035-RFP
Disaster Recovery Consultant Services

Addendum 1

26. Will this solicitation be utilized for any work on legacy FEMA disasters (e.g. events declared prior to 2023) for FEMA closeout, mitigation reviews, etc.? If so, can the County please provide specific information?

Answer: Not anticipated as part of this RFP.

27. Will this solicitation be utilized to support other non-FEMA federal grants including ARPA, IIJA, etc.?

Answer: Not anticipated as part of this RFP.

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

ACKNOWLEDGMENT IS HEREBY MADE OF RECEIPT OF THIS ADDENDUM

Vendor/Company Name Tetra Tech, Inc.

Vendor Signature:  **Date:** May 8, 2023

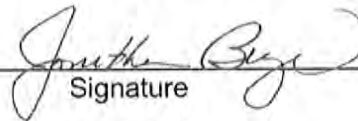
End of Addendum #1

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
Nassau County, Florida.
2. This sworn statement is submitted by Tetra Tech, Inc.
(entity submitting sworn statement), whose business address is
2301 Lucien Way, Suite 120, Maitland, Florida 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.)
- ☒ 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

May 15, 2023
Date

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, Florida 32751
 Phone: (321) 441-8518 Email: TDR.Contracts@tetrattech.com
 Name of primary contact responsible for work performance: Betty Kamara
Senior Contracts Administrator 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 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
Tetra Tech does not anticipate using sub-vendors on this contract.
 Name of sub-vendors you may use: 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	
Services 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: Walton County, Florida

Address: 75 South Davis Lane, DeFuniak Springs, Florida 32435

Contract Person: Jeff Goldberg, Emergency Management Director

Phone: (850) 892-8065 Email: jeff@waltoncountym.org

Project Description: Please see Tab 4 for a full project description.

Contract \$ Amount: Varies - Hurricane Sally: \$87,510

Date Completed: Hurricane Sally: March 2023

Reference #2:

Company/Agency Name: Collier County, Florida

Address: 3299 Tamiami Trail East, Suite 201, Naples, FL 34112

Contract Person: Christopher Johnson, Interim Director – Corporate Financial

Phone: (239) 252-5812 Email: Christopher.Johnson@colliercountyfl.gov

Project Description: Please see Tab 4 for a full project description.

Contract \$ Amount: Varies - Hurricane Ian: \$3.1M

Date Completed: Hurricane Irma: December 2018; Hurricane Ian: Ongoing

Reference #3:

Company/Agency Name: City of Fort Myers, Florida

Address: 2033 Jackson St, Fort Myers, FL 33901

Contract Person: Kristina Mathews, Emergency Management Coordinator

Phone: (239) 222-8870 Email: kmathews@cityftmyers.com

Project Description: Please see Tab 4 for a full project description.

Contract \$ Amount:

\$1,141,697

Date Completed:

Ongoing - Est. October 2023

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)

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."

Jonathan Burgiel
Authorized Signature

May 15, 2023
Date Signed

State of: Florida

County of: Hillsborough

Sworn to (or affirmed) and subscribed before me by means of X physical presence or
online notarization, this 15th day of May, 20 23 by
Jonathan Burgiel who is X personally known to me or
produced as identification.



RACHAEL WALLACE
Notary Public
State of Florida
Comm# HH203551
Expires 11/30/2025

Rachael Wallace
Notary Public *Rachael Wallace*

My commission expires:
November 30, 2025

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

Project Name:

Disaster Recovery Consultant Services

Bid No./Contract No.: RFP NO. NC23-035

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:

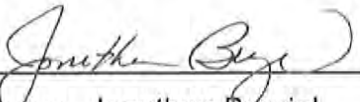
- a) If Nassau County has a good faith belief that a Contractor has knowingly violated §448.09(1) or §448.095(2), Florida Statutes, the contract shall be terminated.
- b) If Nassau County has a good faith belief that a subcontractor has knowingly violated §448.09(1) or §448.095(2), Florida Statutes, 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.



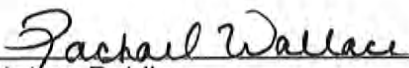
Print Name: Jonathan Burgiel

Date: May 15, 2023

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15th (Date) by Jonathan Burgiel (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 _____ as identification.



Notary Public

Rachael Wallace

Printed Name

My Commission Expires: 11/30/2025

Tetra Tech, Inc. does not anticipate using subcontractors on this project.

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: _____



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).

PRODUCER Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:														
INSURED Tetra Tech, Inc. 3475 E. Foothill Boulevard Pasadena, CA 91107 USA	<table border="1"> <thead> <tr> <th data-bbox="803 514 1356 556">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1356 514 1481 556">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="803 556 1356 583">INSURER A: Zurich American Ins Co</td> <td data-bbox="1356 556 1481 583">16535</td> </tr> <tr> <td data-bbox="803 583 1356 611">INSURER B: American Guarantee & Liability Ins Co</td> <td data-bbox="1356 583 1481 611">26247</td> </tr> <tr> <td data-bbox="803 611 1356 638">INSURER C: Allied World Surplus Lines Ins Co</td> <td data-bbox="1356 611 1481 638">24319</td> </tr> <tr> <td data-bbox="803 638 1356 665">INSURER D: American International Group UK Ltd</td> <td data-bbox="1356 638 1481 665">AA1120187</td> </tr> <tr> <td data-bbox="803 665 1356 693">INSURER E:</td> <td data-bbox="1356 665 1481 693"></td> </tr> <tr> <td data-bbox="803 693 1356 722">INSURER F:</td> <td data-bbox="1356 693 1481 722"></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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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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ X,C,U Coverage GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:			GL01817406-04	10/01/2022	10/01/2023	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
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			BAP1857085-04	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
D	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$100,000			62785232	10/01/2022	10/01/2023	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 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	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 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	Each Claim \$1,000,000 Aggregate \$1,000,000

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>
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TETRA TECH, INC.

Unique Entity ID LMRMKLLL3LG5	CAGE / NCAGE 078E8	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Sep 21, 2023	
Physical Address 3475 East Foothill Boulevard Pasadena, California 91107-6024 United States	Mailing Address 3475 East Foothill Boulevard Pasadena, California 91107-6024 United States	

Business Information

Doing Business as (blank)	Division Name Tetra Tech, Inc.	Division Number (blank)
Congressional District California 27	State / Country of Incorporation Delaware / United States	URL http://www.tetrattech.com/

Registration Dates

Activation Date Sep 23, 2022	Submission Date Sep 21, 2022	Initial Registration Date Feb 20, 2002
--	--	--

Entity Dates

Entity Start Date Feb 1, 1988	Fiscal Year End Close Date Sep 30
---	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
-----------------	--------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
-----------------	--------------------------------

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

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
Yes	541330	Engineering Services
	237990	Other Heavy And Civil Engineering Construction
	334511	Search, Detection, Navigation, Guidance, Aeronautical, And Nautical System And Instrument Manufacturing
	541310	Architectural Services
	541320	Landscape Architectural Services
	541380	Testing Laboratories
	541420	Industrial Design Services
	541511	Custom Computer Programming Services
	541512	Computer Systems Design Services
	541611	Administrative Management And General Management Consulting Services
	541620	Environmental Consulting Services
	541690	Other Scientific And Technical Consulting Services
	541715	Research And Development In The Physical, Engineering, And Life Sciences (Except Nanotechnology And Biotechnology)
	541820	Public Relations Agencies
	541990	All Other Professional, Scientific, And Technical Services
	562112	Hazardous Waste Collection
	562910	Remediation Services
	712120	Historical Sites

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)

(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)

\$3,200,000,000.00

Number of Employees (in accordance with 13 CFR 121)

21000

Location

Annual Receipts (in accordance with 13 CFR 121)

(blank)

Number of Employees (in accordance with 13 CFR 121)

(blank)

Industry-Specific

Barrels Capacity

(blank)

Megawatt Hours

(blank)

Total Assets

(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

Any

Counties

(blank)

Metropolitan Statistical Areas

(blank)

CERTIFICATE OF AUTHORITY

TETRA TECH, INC.

To: Nassau County, Florida

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's Disaster Recovery Consultant Services RFP No. NC23-035. 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 18th day of May 2023.



Preston Hopson

Senior Vice President, General Counsel and Secretary

(Seal)





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.



John Buri

Senior Management Team



16 YEARS OF
EXPERIENCE

41 DISASTER
DECLARATIONS

\$3B DISASTER
RELATED
GRANTS

Areas of Expertise

Damage Assessment
Policy and Procurement
Debris Management
Disaster Housing
Grant Application Development
Grant Accounting Systems
Audit Process
Closeout Procedures

Disasters

4245 TX FLOOD
4241 SC FLOOD
4240 CA WILDFIRE
4223 TX FLOOD
4222 OK FLOOD
4193 NAPA EARTHQUAKE
& SEVERAL MORE

Grant Experience

FHWA-ER PROGRAM
HUD CDBG-DR
FEMA PA
FEMA 404 HMGP
FEMA HMA

Education

Texas State University
Master of Arts, Public Administration,
2002

The University of Texas
Bachelor of Arts, Government, 2000

EXPERIENCE SUMMARY

Mr. John Buri is a director of post-disaster programs for Tetra Tech, Inc., and a member of our senior management team. Mr. Buri has a thorough understanding and practical application of industry best practices and federal guidance governing such efforts including the Federal Emergency Management Agency (FEMA), Hazard Mitigation Assistance (HMA), FEMA Public Assistance (PA) Program, 2 CFR 200, HUD CDBG-DR and disaster funding strategies for local and state governments. Key highlights of Mr. Buri's career include:

- **16 years of experience:** Working with mitigation, emergency management planning, response, and recovery operations
- **\$3 billion:** His work has represented over \$3B in disaster related grants.
- **22 Disaster Declarations:** Performed in roles of project manager or principal-in-charge
- **\$142 million:** Served as program manager for \$142M in buyout /elevations
- **41 Total Disaster Declarations:** Worked on projects in either a project manager, principal in charge or support role.
- **17 States:** Worked in 17 states across 8 FEMA Regions
- **100 clients:** Mr. Buri has worked for over 100 state and local governments clients since 2004
- **39 national and state-level conference speaking engagements:** He is a nationally recognized speaker on disaster recovery and preparedness topics, presenting at the National Hurricane Conference, National Hazardous Materials Management Association Annual Conference, Solid Waste Association of North America Annual Conference (WasteCon), Maryland Emergency Management Association Conference, Government Finance Officers Association Conference, Texas Homeland Security Conference, North Carolina Emergency Management Conference, and the National Forum for Black Public Administrators Conference.

RELEVANT EXPERIENCE

Program Manager (2008, 2015, 2017)

City of Houston, Texas | Multi-Year Emergency Management and Disaster Recovery Services

- Managed emergency responses to major disasters including Hurricane Ike in 2008 (DR-1791), Memorial Day flood in 2015 (DR-4223), Tax Day flood in 2016 (DR-4269); and Hurricane Harvey 2017
- Following each disaster, coordinated with FEMA, Texas Division of Emergency Management (TDEM), USACE, Texas Commission on Environmental Quality (TCEQ), city departments, elected officials, congressional offices and volunteer groups to coordinate field activities, damage site inspections, eligibility reviews, and audits
- Managed planning team for 5 task orders under the DHS' Regional Catastrophic Planning Initiative Grant and Urban Area Security Initiative grant allocated to the City of Houston Office of Homeland Security

- Program manager for the City's flood resilience initiative in supporting the City's Flood Czar conducting damage analysis, mitigation project identification and identification of grant opportunities.

Performance and Task Manager

Various Clients - US | Hazard Mitigation Grant Program

- Overall responsibility for the management and performance of task orders supporting \$90+ in HMGP Grant applications across Texas, Georgia, Florida, South Carolina and North Carolina.
- Developed processes and implementation strategies for outreach, intake and verification for 100 elevations and 200 acquisition/demolitions.

Program Manager (2008-2016)

Montgomery County, Texas | Multi-Year Emergency Management and Disaster Recovery Services

Mr. Buri managed emergency responses to multiple major disasters including Hurricane Ike in 2008 (DR-1791) and two floods in 2016 (DR-4269 and DR-4272). He directed various task orders following disasters including project formulation, technical assistance on the PA grant program, conducting substantial damage estimation of 250 flooded properties, data collection for PA grant program and grant application for FEMA FMA grant program. He served as the client point of contact, prepared cost and technical task order proposals, assigned resources, reviewed deliverables, and tracked costs and schedules to ensure compliance with statements of work and approved budgets.

Subject Matter Expert/Senior Management Oversight (October 2015 to Ongoing)

Richland County, South Carolina | Public Assistance Consulting

Mr. Buri has been an integral part of Tetra Tech's Richland County disaster recovery team assisting the Project Manager and consultants with obtain data, policy interpretation and general grant consulting. Mr. Buri has focused his time assisting with navigating the on-going challenges associated with dam reconstruction, road damage restoration and long term recovery.

Program Manager (May 2015 – 2016)

Hays County, Texas | Full Services Disaster Grant Management Consulting and Debris Management | May 2015 (DR 4223) and October 2015 Floods (DR-4245)

Mr. Buri is currently leading the Tetra Tech team supporting Hays County following two (2) major disaster declarations in 2015 including the May Memorial Day Flood and October All-Saints Day Flood that . This includes providing technical assistance to County leadership regarding FEMA PA, HMGP and CDBG-DR grant programs.

Subject Matter Expert/Senior Management Oversight (May 2015-Ongoing)

City of Houston, Texas | Disaster Debris Monitoring and Public Assistance Consulting

Following the May 2015 Memorial Day Flood in Houston, Mr. Buri worked closely with the City of Houston's Disaster Recovery team on debris and FEMA reimbursement related issues. Mr. Buri developed operational plans, press releases, USACE/FEMA coordination, and daily progress reports along with contractor and force account labor documentation for submission to FEMA.

Senior Management Oversight (February 2014-May 2014)

Counties of Barnwell; Colleton; Dorchester; Hampton; Sumter, South Carolina; City of Sumter, South Carolina; City of Augusta, Georgia | Winter Storm Pax Disaster Debris Program Management

Following the destructive effects of Winter Storm Pax in February 2014, our team was tasked with providing disaster debris program management to numerous communities in the States of South Carolina and Georgia. Mr. Buri was instrumental in the immediate deployment of our team and is currently overseeing all disaster recovery operations, including leaner and hanger removal. In addition, Mr. Buri is currently working with each community to ensure that all eligible reimbursement is captured and documented.

Program Manager (2013)

Boulder County, Colorado | Disaster Grant Management Consulting

- Overall responsibility for the management and performance of our task order for \$8M in consulting services associated with the administration and documentation to support disaster grants
- Managed the grant administration of \$300M in FEMA PA, FEMA HMGP, FHWA-ER, NRCS-EWP and HUD CDGB-DR recovery grants following the front-range floods.

- Coordinated recovery efforts between the County, USACE, NRCS, FEMA, Colorado Department of Local Affairs (DOLA), Colorado Division of Homeland Security and Emergency Management (DHSEM), Colorado Department of Transportation, Town of Lyons and Jamestown, internal county departments and elected officials.
- Facilitated strategic planning meetings with community stakeholders to identify long term recovery initiatives.

Subject Matter Expert/Senior Management Oversight (February 2013-January 2014)

New Jersey Department of Environmental Protection | Hurricane Sandy Waterway Debris Removal Project

Mr. Buri provided subject matter expertise in the development and implementation of numerous protocols and procedures to effectively manage the New Jersey Department of Environmental Protection's (NJDEP) waterways debris removal program. Mr. Buri oversaw the implementation of our automated debris management system (ADMS) technology, which increased NJDEP's visibility to the day-to-day operations and provided real-time reporting of debris quantities. Due to the excellent senior and project management provided by our team, NJDEP then tasked our team with monitoring the sediment removal process in the northern and southern region.

Senior Management Oversight (March 2013-January 2014)

New Jersey Department of Environmental Protection – Liberty State Park | Hurricane Sandy FEMA PA Program Management

Hurricane Sandy's effect on the NJDEP's Liberty State Park was epic, covering the entire park in several feet of seawater and affected nearly all of the park's facilities and infrastructure, which included the Central Railroad of New Jersey Terminal Building. Mr. Buri managed a team of senior consultants that were immediately deployed to assist with the park's federal grant management. Mr. Buri oversaw all catalogued eligible damage, established relationships with FEMA and state officials, and oversaw the submission of project worksheets (PWs). Mr. Buri also was instrumental in working with NJDEP's engineers to develop comprehensive hazard mitigation proposals to protect the facilities against future similar storms, including a \$2 million hazard mitigation plan for the Terminal Building.

Senior Management Oversight (September 2012-December 2012)

City of New Orleans, Jefferson Parish, St. John the Baptist Parish, Louisiana | Hurricane Isaac Disaster Debris Program Management

Mr. Buri provided senior management oversight and operational and client support for the debris monitoring efforts following Hurricane Isaac to numerous communities in the State of Louisiana following Hurricane Isaac. During this effort, our team monitored the collection and disposal of over 670,000 cubic yards of debris.

Program Manager (July 2010-September 2012)

Port of Galveston, Texas | Hurricane Ike Federal Grant Administration

Mr. Buri provided senior management oversight in assisting the Port of Galveston on a number of reimbursement-related issues. With Mr. Buri's management and guidance, the Port of Galveston received more than \$40 million in additional federal funding associated with permanent repairs to several of the port's piers following damage from Hurricane Ike in 2008.

Senior Management Oversight (October 2011-April 2012)

State of Connecticut | Winter Storm Alfred Disaster Debris Program Management

Mr. Buri provided senior management oversight to the State of Connecticut as a member of the Interagency Debris Management Task Force (IDMTF) at the state EOC for Winter Storm Alfred. He worked closely every day with members from Connecticut Division of Emergency Management and Homeland Security, the Connecticut National Guard, Department of Energy and Environmental Protection, and Connecticut Department of Transportation. This involved advising the State of Connecticut on all debris-related issues during response and recovery from the storms and providing operational and client support. In addition, Mr. Buri assisted in the management of 12 individual local governments and 45 communities to collect more than 1.5 million cubic yards of vegetative debris and remove over 100,000 hazardous trees.



Christina R. Hendrick, MPA, PMP

Senior Management Team



14+ YEARS OF
EXPERIENCE

77 DISASTERS

\$6B GRANT
FUNDING

Areas of Expertise

Program Design / Implementation

Grant Administration

Business Planning

Project Budgeting & Accountability

Reimbursement Maximization

Process Engineering

State and Federal Regulations/Policies

Process Improvement

Resource Management

Grant Experience

FEMA PA AND FEMA HMGP

CDBG

CARES Act

Key Training/Certifications

Project Management Professional
(PMP)

Education

Louisiana State University
Master of Public Administration, 2011

Louisiana Tech University Bachelor of
Liberal Arts, Political Science/Pre-Law
and English, 2006

EXPERIENCE SUMMARY

Christina Hendrick is a seasoned grant manager with more than 14 years of experience. She has overseen more than **\$4 billion** of Federal Emergency Management Agency (FEMA) and U.S. Department of Housing and Urban Development (HUD) grant funding under FEMA Public Assistance (PA), FEMA Hazard Mitigation Grant Program (HMGP), COVID-19, and Community Development Block Grant (CDBG) programs.

In her current role as a Deputy Director for financial recovery services, Ms. Hendrick has maintained oversight of Tetra Tech's most critical PA and CDBG recovery projects across **7 FEMA regions**, as well as multiple COVID-19 recovery projects utilizing PA, CARES Act and other grant funding. She has served as a business management expert, strategic planner, and business planning leader for clients such as the City of Houston and Harris County, Texas; City of Philadelphia, Pennsylvania; Palm Beach County, Florida; Barnwell County, South Carolina; Dougherty County, Georgia; Richland County, South Carolina; Hamilton County, Tennessee; and states such as Louisiana and Massachusetts.

Ms. Hendrick specializes in the technical intricacies of grant management – from budgeting and quality control to finance planning and staffing – and excels in clear communication and reporting to deliver client satisfaction.

RELEVANT EXPERIENCE

Tetra Tech, August 2017 – Current

Deputy Director of Financial Recovery Services

- Directly manages program managers spanning 7 FEMA regions, providing guidance and direction on PA, Individual Assistance, HGMP, CDBG, 404, 406 and 428 mitigation programs from Alaska to Puerto Rico.
- Maintains oversight of project operations across financial recovery practice nationwide, including management of budget, contracts, task orders, staffing, implementation, and compliance.
- Create Standard Operating Procedures and process improvements for all projects across the practice.
- Management and oversight of approximately 50 projects from small recovery operations to \$35 million budget operations.
- Ensure adherence to project accountability and revenue recognition as well as verifying the audit process.
- Maintain expert knowledge of state and federal regulations to provide feedback and improvement suggestions to governing entities, such as FEMA, HUD, U.S. Treasury, and other grant funding agencies.
- Create and foster long-term client relationships.

Disaster Recovery Management Consultant – City of Houston, Texas

- Oversaw the technical team completing project worksheets (PWs) for estimated expenditures associated with Categories A and B totaling \$360 million.
- Created standard operating procedures for site inspection, project formulation, grant management, and closeout processes.
- Oversaw technical teams conducting site inspections for infrastructure projects.

- Managed and tracked federal funds and activities through the New Delivery Model to submit up to \$2.1 billion in infrastructure funds.
- Oversaw day-to-day operations, subcontractor staff, and subject matter experts, implementing the program and interpreting rules and guidelines for the best remedy in place for each situation.
- Led project teams responsible for collecting data from City of Houston departments in the project formulation process for the recovery project.
- Ensured adherence to project accountability and revenue recognition as well as verified the audit process.
- Led financial tracking of all project activities to remain in compliance with Federal and contractual requirements.

Program Manager (CRF-Treasury and FEMA Grant Management) – City of Philadelphia, Pennsylvania

- Provides consulting services to the City in response to the COVID-19 emergency regarding current and future available funding and cost recovery sources from state and federal agencies.
- Reviews investment justifications and Scopes of Work for projects requested by City of Philadelphia departments for inclusion in the COVID-19 Spend Plan.
- Provides procurement support to the City for active and future COVID-19 related procurements by reviewing applicable documentation for compliance with Federal, State, and Local requirements specific to the Grant/Fund selected for the project.
- Liaises with City leadership to collect and review COVID-19 costs and relevant documentation submitted by departments and review/reconcile relevant project documentation for compliance with selected Grant/Fund source and submit Compliance Memorandum deliverables outlining potential reimbursement pitfalls and corrective action.
- Oversees auditing of cost data (time sheets, project specific costs, outgoing payments to funding recipients (residents, businesses) to ensure all activities have been performed to follow City project SOPs and guidelines to avoid fraud, waste and abuse of funds.

Deputy Director, Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) | Multiple Disasters – Baton Rouge, Louisiana

- Disaster Recovery Program Management consultant leading PA Recovery for multiple Disasters declared within the state of Louisiana.
- Direct and manage project team, providing guidance and direction on PA, performing cost analysis determinations for completed work, insurance review and reconciliation as well as eligibility reviews for management cost associated with implementing approved projects.

Deepwater Horizon Economic and Property Damages Settlement Program, August 2012 - August 2017

Federally appointed Senior Executive in charge of the Subsistence Program and Program Manager of IT Vendors for the Deepwater Horizon Economic and Property Damages Settlement Agreement, the largest class action settlement of its type in history.

Director of Subsistence Programs (Economic and Property Damage Claims), New Orleans, LA

- Created and Implemented Subsistence Program across 7 states (Alabama, Florida, Louisiana, Mississippi, New York and Virginia), 9 vendors, 70 managers (attorneys and analysts) facilitating the compensation of over \$460 million dollars to fisherman and hunters for their losses resulting from the oil spill in April of 2010.
- Negotiated policies at Panel Hearings with the parties, vendors, and Claims Administrator staff.
- Administered and monitored awards, as well as monitoring and evaluating program participants. Eliminated inefficiencies among claimant submissions and program processes with all pro se claimants and law firms within the program.
- Appointed to the Court Approved Data Retention Team to interpret and executed court ordered data retention policies and processes.

Program Manager of IT Vendors, New Orleans, LA

Directed all IT vendors within the Deepwater Horizon Economic and Property Damages Settlement Agreement implementing best practices for change management, cost control, IT asset management and IT vendor management within \$66.2 million budget. Negotiated agreements and manage contacts for continued support planning (staff, infrastructure, services, software, etc.). Managed the wind down and closeout of all IT related systems as required by program closeout policy and data retention order.

CDM Smith, March 2011 - August 2012**Economic Development Program Administrator, CDBG Disaster Recovery Program, Springfield, IL**

- Administered and monitored grants in CDBG/Economic Development programs; monitored and evaluated program participants; developed and compiled reports.
- Prepared scopes of work and RFPs to assist program participants in hiring contractors to complete project components.
- Tracked project costs, including reviewing pay requests from program participants to assure compliance with grant agreements, program requirements, and applicable regulations.
- Monitored project performance, created and shared status reports, monitored KPIs, and forecasted staffing/resource needs.
- Business management, strategic planning, business plan preparation, assistance tailored specifically toward microenterprises and start-ups, loan application and preparation services, and other technical assistance, such as accounting, insurance, marketing and legal.

Community Stabilization Program (CSP) Administrator, CDBG Disaster Recovery Program, Springfield, IL

- Administered and monitored grants in CDBG/Economic Development programs; monitored and evaluated program participants.
- Monitored project performance, created and shared status reports, monitored KPIs, and forecasted staffing/resource needs.
- Reviewed programs and policies and prepared scopes of work/RFPs to assist in hiring contractors to complete project components.
- Completed site visits to review documentation and meet with program participants. Addressed local needs in the post-flood revitalization efforts to assure positive changes to support the short and long-term stabilization and revitalization of affected communities.

Affordable Housing Program (AHP) Administrator, CDBG Disaster Recovery Program, Springfield, Illinois

Administered and monitored grants in CDBG/Economic Development programs; monitored and evaluated program participants. Completed site visits to review documentation and met with program participants.

Special Projects Administrator, Tioga County, New York, April 2012

Tioga County Damage Assessment-Hurricane Irene and Tropical Storm Lee.

Louisiana Department of Wildlife and Fisheries, March 2007 - March 2011**State Recovery Specialist/Outreach Coordinator (Federal Block Grant Programs) (September 2009 – March 2011)**

- Managed 4 projects within CDBG-funded federal fishery recovery program, including:
 - Writing program charter and guidelines
 - Managing program operations, including scope, budget, and deliverables
 - Developing and implementing objectives and policies for applications
 - Tracking and reporting project status, KPIs, performance, and costs
 - Directly managing project team
 - Conducting outreach, training, and technical assistance for potential disaster recovery grantees
- Designed and implemented application tracking system including user training and system oversight and permit and landing tracking system including user training and system oversight.
- Designed and delivered public presentations regarding recovery needs and activities to a variety of audiences including elected officials, media representatives, and other interested parties across Louisiana.

Disaster Recovery and Emergency Operations Assistant (March 2007 – September 2009)

Coordinated cabinet-level discussion among various state and federal agencies regarding combined efforts for recovery from Hurricanes Gustav and Ike. Lead contact person for LDWF Emergency Operations Center during Hurricanes Gustav and Ike under the direction of the Enforcement division. Managed web-based emergency operation center where field reports of oil and affected wildlife sightings are documented and assigned to local, state and federal officials for action.

Louisiana Office of Community Development-Disaster Recovery Unit, May 2006–March 2007**Disaster Recovery Specialist/Paralegal**

Prepared a variety of CDBG disaster recovery-related legal documents, including contracts, cooperative agreements, grant agreements, property covenants, affidavits, statements of assurance, and MOUs. Coordinated research efforts for ensuring all federal and state statutory and regulatory requirements were met in legal documents. Primary liaison to the Road Home Corporation in its CDBG disaster recovery activities associated with the Homeowners Assistance Program.



Brenna G. Minor, AICP

Project Executive



15 YEARS OF
EXPERIENCE

Areas of Expertise

Program Operations & Administration
Housing Applicant Intake
CDBG and CDBG-DR Regulations
CDBG-MIT
Coronavirus Relief – FEMA, CRF and CDBG-CV
Davis-Bacon Compliance
Document Management
Eligibility Review
Hiring, Training and Development
Policy Analysis and Interpretation
Regulatory Interaction
Reporting
Technical Assistance

Key Training/Certifications

American Institute of Certified Planners (AICP) Certification
State and federal trainings including: Fair Housing, Uniform Relocation Act, Environmental and Procurement regulations

Education

Tufts University, Master of Arts in Urban and Environmental Policy and Planning, 2007

Boston University, Bachelor of Arts in Political Science, 2005

EXPERIENCE SUMMARY

Ms. Minor is an accomplished planner and grant expert with 15 years of experience leading teams in grant program administration. She is an innovative team leader and motivator, focused on client satisfaction. Ms. Minor is a key leader in the development and implementation of business strategies during rapid growth and is an avid interpreter of policies and data used to develop procedures, meet program goals, and maximize efficiency across functional areas.

In her current role, Ms. Minor provides guidance to state and local governments on housing and other programs funded by CDBG-DR, CDBG-MIT and COVID-19 programs as communities seek to assist residents recovering from disasters. She also leads teams in the implementation and management of disaster recovery housing programs.

Ms. Minor has served as program manager for the preparation and implementation of over \$5 billion in disaster recovery and community development projects, including with the Texas General Land Office's (GLO) Hurricane Harvey Community Development Block Grant-Disaster Recovery (CDBG-DR) programs and the Puerto Rico Department of Housing Hurricanes Maria and Irma CDBG-DR and MIT programs. She provides subject matter expertise, policy review and analysis, SOP development, and hires specialized personnel for key project management positions.

RELEVANT EXPERIENCE

Practice Lead (May 2020 – Present)

Tetra Tech, Inc. | Austin, TX

As the HUD practice lead for Tetra Tech Disaster Recovery, Ms. Minor leads teams and provides subject matter expertise to government clients implementing federal grant programs. She currently works with CDBG-DR, CDBG-MIT, CDBG-CV, FEMA, ARPA, and Coronavirus Relief Fund (CRF) projects. Her duties include researching and providing guidance on policies, implementing project management systems, developing action plans and applications, and communicating regularly with clients.

Project Executive (October 2022 – Present)

Puerto Rico Department of Housing | CDBG-DR Housing Program

Ms. Minor oversees Tetra Tech's implementation of the Home Repair, Reconstruction or Relocation program which affected residents with housing recovery following the devastation of hurricanes Maria and Irma.

Puerto Rico Department of Housing | CDBG-DR City Revitalization Program

Ms. Minor led the startup of the multi-sector City Revitalization Program which assists local municipalities in Puerto Rico with spending housing, infrastructure and economic development funding post-hurricane.

Virgin Islands Housing Finance Authority | CDBG-DR Electrical Grid Action Plan

Assisted the Virgin Islands Housing Finance Authority with developing programs and projects in for their \$64 million CDBG-DR allocation from HUD.

Metropolitan Development & Housing Authority | CDBG-DR/MIT Housing Action Plan

Oversaw a team developing the Metropolitan Development & Housing Authority programs and projects for their \$10 million CDBG-DR/MIT allocation from HUD.

Senior Program Manager (March 2021 – January 2022)**Various Clients | Emergency Rental Assistance Program**

Develop policies and procedures, interpret Treasury guidance and lead project management teams in the implementation of ERA programs totaling more than \$1 billion in assistance.

- State of Texas ERA program management – over 20,000 applicant files reviewed to-date
- City of Philadelphia ERA technical assistance
- Fort Bend County, Texas COVID-19 relief appeals processing
- Leon County, Florida ERA program management
- Broward County, Florida ERA program management

Senior Advisor (June 2020 – June 2021)**U.S. Virgin Islands | CDBG-MIT Action Plan**

Assisted the Virgin Islands Housing Finance Authority with developing programs and projects in the areas of housing, infrastructure, economic development, and public services for their \$774 million CDBG-MIT allocation from HUD. Led a team drafting the CDBG-MIT Action Plan which was submitted to HUD and approved.

ADDITIONAL EXPERIENCE**Senior Vice President and Vice President (January 2011 – October 2019)****GrantWorks, Inc.**

Ms. Minor formulated and implemented the firm's strategies and policies as a member of executive team, including strategies for maintaining success during rapid growth from 60+ employees to 160+ employees in a 1-year period. Ms. Minor established relationships, developed proposals, and negotiated and managed contracts.

As Vice President, Ms. Minor led the functions of the largest department in the company implementing federal and state grant programs for local governments, the majority of which were CDBG and CDBG-DR funded. She developed organizational tools and strategies to ensure projects were completed on time; conducted employee reviews and made staffing decisions; and interpreted government publications and regulations as they pertain to project implementation and disseminated new information to a team of 20+ project managers that later grew to more than 50. Ms. Minor also developed internal policies and procedures and grew teams in new areas of grant management, such as FEMA programs.

Director of Community Development (December 2009 – July 2011)**GrantWorks, Inc.**

Ms. Minor provided technical assistance in preparing hundreds of Community Development applications for CDBG and CDBG-DR infrastructure projects. She developed processes and forms to streamline project management and incorporate staff comments and coached project managers on maintaining productive relationships with clients, engineers, and state agencies. She provided continuous support, technical assistance, and training for project management staff and served as company liaison with clients and key stakeholders. Ms. Minor also attended trainings and webinars with project managers in order to hone program knowledge and maintain certifications.

Project Manager (August 2007 – December 2009)**GrantWorks, Inc.**

Ms. Minor managed 50+ Community Development Block Grant (CDBG) infrastructure projects for Texas communities. She worked directly with local government officials, project engineers, and staff members of state agencies and managed financial and technical project requirements to meet strict state and federal thresholds. Ms. Minor conducted public hearings and presented comments to local governments. She also prepared and submitted project paperwork, such as contract amendments, Davis-Bacon compliance documents, environmental studies, invoices, budget modifications and project completion reports.

GIS Specialist and Graduate Assistant (August 2005-May 2007)**Tufts University**

Ms. Minor was a graduate assistant to the Urban and Environmental Policy and Planning program at Tufts University. She also served as a GIS specialist for the Tufts GIS Laboratory.



Andy Burns

Project Manager

5 YEARS OF
EXPERIENCE

Areas of Expertise

Disaster Recovery
Project Management
Grant Funding
Logistics
Procurement Review
QA/QC

Grant Experience

FEMA Public Assistance
FEMA Community Disaster Loan
NRCS Emergency Watershed
Protection Program
Florida State Revolving Emergency
Fund
Florida DEM State Recovery Grant
Program

Disasters

Hurricane Irma
Hurricane Michael
Hurricane Sally
Hurricanes Laura, Delta, and Zeta, LA
COVID-19

Training/Certifications

FEMA Grants Manager
FEMA Program Delivery Manager

Education

B.A. English, Clemson University, 2015

EXPERIENCE SUMMARY

Mr. Andrew Burns is an experienced FEMA Public Assistance (PA) grants manager and assists clients with damage assessment, force account reconciliation, and project worksheet (PW) development. Mr. Burns is familiar with project formulation; data collection and dissemination; labor; equipment; and invoice reconciliation; contract compliance review; application development, and project monitoring.

RELEVANT EXPERIENCE

Project Manager (December 2018 – Present)

City of Lynn Haven, FL; City of Callaway, FL; City of Albany, GA; Dougherty County, GA; Walton County, FL; Vernon Parish, LA; City of Abbeville, LA; City of Lafayette, LA; Housing Authority of South Landry Parish, LA

Mr. Burns serves as the project manager for nine clients in the financial recovery program, responsible for the day-to-day operations of the engagement including field operations and contractual aspects. This also includes serving as the primary point of contact for client staff, contractors and FEMA representatives; maintaining appropriate staffing levels; implementing quality assurance and control measures; review of daily contractor activity, and; review and submittal of contractor invoices. Among these clients, Tetra Tech has secured the following disaster recovery grant and loan amounts for Hurricane Michael with additional disasters still ongoing

City of Lynn Haven	\$47,155,369.24
City of Callaway	\$31,757,963.07
City of Albany	\$15,598,189.79
Dougherty County	\$4,435,462.28

Program Delivery Manager (October 2017 – 2018)

AECOM | Hurricane Irma

Managed projects and grant funding for the FEMA coordinated disaster relief efforts for Hurricane Irma in the state of Georgia.

- Managed FEMA projects for 7 different government entities statewide.
- Secured over \$5 million in funding for rebuilding critical infrastructure.
- Served as the sole point of contact for the GA Department of Natural Resources, the third largest applicant in the state.



Rosalita (Rose) Whitehair

Subject Matter Expert

17 YEARS OF
EXPERIENCE

30 DISASTER
DECLARATIONS

Areas of Expertise

EOC Operations
COVID-19 Pandemic Response
Grant/Project Closeout
Large-Scale Incident Response Tribal-
State-Federal Coordination
State Coordinating Officer (SCO)
Tribal Coordinating Officer (TCO)
Grant/Project Closeout
Tribal CERT/Tribal TEEN CERT
Instructor/Coordinator

Disasters

4245 TX FLOOD
4241 SC FLOOD
4240 CA WILDFIRE
4223 TX FLOOD
4222 OK FLOOD
4193 NAPA EARTHQUAKE
& SEVERAL MORE

Grant Experience

FEMA PA
FEMA IA/IHP/ONA ADMIN PLANS
FMAG
STATE DAP
CORONAVIRUS RELIEF FUNDS
(INCLUDING COMPLIANCE FOR
CARES ACT, ARPA, BIL/IJA, CAA 2021,
IRA)
INFRASTRUCTURE FUNDS
USDA/NRCS

Education

The University of New Mexico
Bachelor of University Studies, Major
Emergency Medical Services, Minor in
Navajo Language, 2002

EXPERIENCE SUMMARY

Ms. Whitehair is a seasoned program manager with over 17 years of disaster and homeland security experience with 28 years in Public Safety. She has managed large-scale incidents including wildfires, hazardous chemical response, droughts, floods, and the current COVID-19 pandemic response. Her experience includes managing and closing out multi-million-dollar federal projects. She assists Tetra Tech with deciphering FEMA, ARPA Final Rule, ARPA Compliance and Reporting Guidance, Treasury OIG Reporting and Recordkeeping Requirements, COVID guidance and the recent Congressional bills, helping to clarify, interpret and lead discussions and updates in federal grant compliance.

She has assisted with providing testimony to the U.S. Congress and created correspondence to the White House for disaster requests and declarations including the recent COVID-19 pandemic.

Additionally, as the former Director of the Navajo Nation Department of Emergency Management, Ms. Whitehair brings invaluable experience with tribal-state-federal coordination. The Navajo became the First Tribe in Arizona, and firsts in the nation, to get aid directly from the Federal government via a Stafford Act Declaration. She was inducted as one of the first Native Americans into the International Women in Homeland Security and Emergency Management Hall of Fame. She served as Tribal Advisor to the National Domestic Preparedness Council (NDPC) and volunteers with Team Rubicon with her boots-on-the-ground experience as an EMT, Fire Fighter and her Trauma Team experience, thus providing her patient care experience

RELEVANT EXPERIENCE

Tetra Tech (2020-Present)

Subject Matter Expert | Various Projects

- Assists Program Managers and Disaster Recovery teams by interpreting interim policies and procedures to assist with grant compliance.
- Provides written guidance and federal regulation background material in preparation for meetings with agencies and states to provide clear direction for funding options.
- The support and direction that Rose provides, helps others maneuver through the multiple funding options for COVID relief available and distributed at various levels of government, including different federal financial resources, grant and loan opportunities.
- Rose tracks other congressional bills to ascertain their impacts on federal requirements, current funding and to assist with planning for efficient use of funds and to reduce possible duplication of benefits.

New Mexico Department of Homeland Security and Emergency Management (2016-2020)

State Coordinating Officer/Recovery Unit Manager/Emergency Operations Center Director

- Task Force Lead and State Coordinating Officer managing COVID Emergency Operations Center staff during the pandemic response in the state of New Mexico.

Partnered with other agencies encompassing over 3,000 responding state and tribal agency personnel, including the National Guard.

- Rose activated and operated the State EOC for wildfires, floods, large scale events, disaster declarations, establishing protocols for all Support Functions from several cross-functional teams across the entire state to include all state agencies, counties, Tribal Nations, hospitals, first responders, private non-profits, the National Guard and municipalities.
- Led and managed response and recovery (warehouse/delivery/sheltering) support functions for the COVID-19 Emergency Operations Center supporting Incident Command Posts for 106 municipalities, 33 counties and 23 tribes.
- Assisted with COVID Response and Recovery duties monitoring and guiding Alternate Care Facilities, Non-Congregate Sheltering Public Health Orders policies and documentation, feeding and distribution of food and water to rural communities. Certified SCO (State Coordinating Officer) through FEMA for EOC Activation of COVID-19 Pandemic Response for DR-4529-NM.
- Activated and operated the State of New Mexico's EOC for wildfires, floods, large scale events, disaster declaration including the COVID-19 pandemic response, established protocols for all Emergency Support Functions from several cross-functional teams with efforts across the entire state to include all state agencies, counties, Tribal Nations, hospitals, first responders, private non-profits, the National Guard and municipalities.
- Assisted the NM DHSEM with the management and administration of Federal and State disaster programs.
- Assisted stakeholders and State/Tribal/Federal agencies with the goal of recovery and emergency restoration of facilities, and other critical infrastructure. Focused on closing out multi-million-dollar federal projects.
- Developed and evaluated programs and policies to achieve the State's goals for providing Federal and State disaster assistance to all stakeholders, including Tribal Nations, municipalities, counties, private non-profits & acequias.
- Performed damage assessments; site inspections, conducted routine evaluations of the sites, compiled data, provided training and presentations for requests for state and federal disaster declarations.
- Coordinated with other agency programs and access to grant funding to eligible recipients. Tracked and maintained data on grant utilization to relevant federal, state, local, and tribal jurisdictions. Monitored sub-grantee compliance with grant requirements.
- Created correspondence to the White House for federal assistance for recent disaster declarations including the COVID-19 pandemic.
- Assisted as liaison to the Federal Emergency Management Agency for activities related to Federal disaster assistance, while providing recovery guidance, grant documentation and closeout for FEMA Public Assistance funds, FMAG and State DAP (Disaster Assistance Program) to our clientele.
- Assisted with Recovery Duties under the ICS/ESF assigned for the NM State EOC. Monitored and guided Alternate Care Facilities, mortuary trailers, PPE, cots, non-congregate sheltering, feeding and distribution of food and water.
- Certified SCO (State Coordinating Officer) through FEMA for EOC Activation.
- Brought to the state its first team of FEMA Corps/AmeriCorps students to assist with Recovery efforts and tasking procedures to ensure all disaster documentation was accounted for.

High Water Mark, LLC (2015-2016)

Emergency Manager, Emergency & Response

- Assisted with Tribal-State-Federal coordination of client responses to Homeland Security Office of the Inspector General Audits.
- Advised clients of sub-grantee and grantee requirements of Federal and State grants, thus assisting with successful documentation and closeout of FEMA projects.
- Coordinated limited training budgets of less than \$10,000 for emergency responders, disaster documentation training for Tribes, including the NIMS, ICS, IAP overviews.
- Assisted the National Domestic Preparedness Consortium (NDPC) outreach to Tribes, Territories and Alaska Natives.

Navajo Nation, Department of Emergency Management (2012-2015)**Director, Department of Emergency Management**

- Created and established new Policies and Procedures to administer FEMA Grants and Projects which expedited project closeouts and disbursement of FEMA funds to sub-grantees. With these new procedures in place, NNDEM was able to present FEMA reimbursement for emergency restoration of facilities, utilities and other critical infrastructure in less than one year.
- The Navajo became the First Tribe in Arizona, and only the second in the nation, to get aid directly from the Federal government via a Stafford Act Declaration.
- As Program Manager, prepared multi-million-dollar budgets for operations, preparedness and training, thus guiding the Navajo Nation to avoid reverting federal funds to FEMA/DHS. Trained hundreds of employees and volunteers in ICS/NIMS/NRF and CERT thus providing improvements to overall site safety, health, security, and emergency operations, response and recovery efforts. Built Standard Operating Procedures/Continuity Operations Plans and established a Training program for the Emergency Operations Center and Emergency Management Program.
- Obtained FEMA, CERT funding and secured first time Hazard Mitigation funds for the Navajo Nation.
- Navajo Nation became the eleventh Tribe to sign the AZMAC (Arizona Mutual Aid Compact); a Mutual Aid Agreement with 113 other signatories, thus making their resources available during a disaster.
- Prepared Press Releases, Public Service Announcements and Talking Points for Leadership.
- Assisted the Office of the Navajo Nation President and Vice-President with providing testimony to the White House and U.S. Congress.
- Became the first Tribe, nationwide, to bring in two separate teams of FEMA Corps students to assist with Recovery efforts and tasking procedures to ensure all disaster documentation was accounted for.
- Organized documentation and closure of FEMA projects, copiously archived records and financially reconciling and closing the Navajo Nation's two oldest disasters.
- Established the Tribe's first fully outfitted Emergency Operations Center (EOC) using DHS SHSGP funds. Made improvements to the EOC systems with new technology, data, documentation, resource typing and lean management processes.
- Established Incident Command and activated EOC coordination for over 14 events, including 20,000 Tribal citizens without water, hazardous materials evacuations, landslides, sinkholes, floods, the Asaayi Lake wildfire which burned more than 14,000 acres and involved more than 1,000 responders, and the recent Gold King Mine Spill which impacted 16 chapters/communities along 250 miles. Coordinated Incident Action Plans with other managers and monitored several cross-functional teams for other large events such as our leadership inauguration.
- Facilitated the completion of hotwashes and after-action reports with key players and partners with teams and site leadership to confirm that improvement opportunities were effectively deployed.



Alec Rozas

Damage Intake Support

4 YEARS OF
EXPERIENCE

3 DISASTERS

1 GRANT
FUNDING

Areas of Expertise

ESRI Enterprise Geodatabase and Services

Data Collection Application Design/Build and Support

Application Prototyping and Modeling

Key Training/Certifications

FE Certified

Grants Portal

AutoCad

ArchiCad

SolidWorks

Rhino

PTC Creo

Adobe Illustrator

Adobe Photoshop

Education

Escuela Universitaria de Diseño e Ingeniería, M.A., Product Design and Development, 2017

Louisiana State University
B.S., Mechanical Engineering, 2016

EXPERIENCE SUMMARY

Ms. Rozas has four years of engineering and program expertise in the administration of the Federal Emergency Management Agency (FEMA) Public Assistance (PA) program on behalf of the State of Texas and Puerto Rico. She is adept at leading teams of Field Inspector Engineers executing site visits to document damages.

RELEVANT EXPERIENCE

Data/Cost Analyst (March 2020–Present)

Louisiana | GOHSEP, Louisiana Storms, Floods, and Hurricanes

Ms. Rozas performs quality reviews on previous cost analysis documents to check for completeness and accuracy. As part of this task, she handles the development of cost analysis spreadsheets to be used in the RSMeans database.

Program Delivery Manager (July 2019–March 2020)

Puerto Rico | Hurricane Maria

Ms. Rozas managed 8 applicants within the Public Buildings Sector in Puerto Rico following Hurricane Maria. She provided guidance for document submission to FEMA, damage inventory identification, mitigation opportunities, DDD, scope of work, and cost estimates review. Ms. Rozas also assisted client staff by administering technical support on Grants Portal navigation.

Task Force Lead (March 2019–July 2019)

Puerto Rico | Hurricane Maria

Ms. Rozas managed team of 2 Project Leads and 16 Field Inspectors as the task force lead in Puerto Rico following the devastating effects of Hurricane Maria. She oversaw the project team's site visit execution. Ms. Rozas also provided QA/QC of the team's damage description dimension documents and monitored client DDD production goals.

Scope of Work Coordinator (February 2019–May 2019)

Branch V, Puerto Rico | Hurricane Maria

Ms. Rozas monitored all Branch V (7 Municipalities, totaling approximately 200 Applicants) SOW/CE production for weekly reporting to the client. She performed QA/QC reviews of Tetra Tech developed SOW/CE prior to delivery to the applicant.

Project Lead (Puerto Rico June 2018–March 2019, Houston April 2018–June)

Puerto Rico and Houston | Hurricane Maria & Hurricane Harvey

Ms. Rozas managed team of 6 Field Inspector Engineers, executing site visits to document damages at sites selected by the client. She was responsible for the preparation and review of damage description dimension documents to initiate repairs cost estimates and for approval by FEMA.



TETRA TECH

Reuben Meador, CPM, CSND

Mitigation

19 YEARS OF
EXPERIENCE

Areas of Expertise

Grant Management

Consultant Experience

Emergency Management

Project Management

Regulatory Compliance

Training And Development

Training/Certifications

Certified Project Manager (CPM) -
AAPM

Certified Sustainable Neighborhood
Developer (CSND) – Accreditation:
Southern University, LA

Continuing Education: EMI – Grants
Management / Floodplain
Management,

FEMA/DHS: Relative ICS/IS Courses

Education

Monterey Peninsula College,
Computer Science

U.S. Signal Corps, US Army: Certified
Honor Graduate (Veteran Honorable
Discharge)

EXPERIENCE SUMMARY

Mr. Meador is a highly qualified emergency management executive with approximately 19 years of expert experience working with the private non-profit sector, federal, state and local governments, to include working as a senior manager for the Federal Emergency Management Agency. Mr. Meador possesses a firm grasp of the 44 CFR/2 CFR, the Stafford Act, as well as HUD related disaster recovery and mitigation programs to meet the emergency preparation and disaster recovery business needs of communities on a small and large scale. He is a dedicated leader that provides regulatory knowledge needed to deliver successful outcomes. Mr. Meador works directly with government leaders assisting them with high level decisions that directly affect the administration and delivery of most federal grant programs.

RELEVANT EXPERIENCE

Program Manager (September 2022 – Present)

Tetra Tech, Inc.

Mr. Meador is responsible for the development and maintenance of mitigation programs, ensuring program goals are achieved and a clear line of communication occurs between the client and project team. Mr. Meador leads the Hazard Mitigation team in administering the Hazard Mitigation Grant Program (HMGP) and Community Development Block Grant – Mitigation (CDBG-MIT) programs. Mr. Meador is responsible for assisting clients to help coordinate and implement hazard mitigation and preparedness activities during disaster response and recovery. He is responsible for:

- Providing technical and administrative supervision to staff that deals with mitigation from natural or manmade disasters.
- Exercising overall responsibility for ensuring mitigation operations are executed in accordance with programmatic and emergency management-related directives, regulations, policies, standards, and guidance.
- Directing mitigation operations and ensuring functional responsibilities are executed which result in the delivery of effective mitigation support services to disaster-impacted communities, governments, non-profits, and tribes.
- Establishing and maintain working relationships with federal, state, local and tribal partners and stakeholders to execute programs.
- Provides strategic direction and management of programs and assignments.
- Overseeing budget planning, programming, and staffing requirements.
- Assists communities in administering the program and managing projects from inception to closeout.

Senior Program Manager (September 2018 – September 2022)

GP Strategies Corporation

- Strategize, implement, and maintain program initiatives that adhere to organizational objectives
- Develop program assessment protocols for evaluation and improvement
- Maintain organizational standards of satisfaction, quality, and performance
- Oversee multiple project teams, ensuring program goals are reached
- Manage budget and funding channels for maximum productivity

- Work closely with state and federal program representatives, cross-functional teams, and assigned project managers to plan and develop scope, deliverables, required resources, work plan, budget, and timing for new initiatives
- Manage program and project teams for optimal return-on-investment, and coordinate and delegate cross-project initiatives
- Identify key requirements needed from cross-functional teams and external vendors
- Develop and manage budget for projects and be accountable for delivering against established business goals/objectives
- Work with other program managers to identify risks and opportunities across multiple projects within the department
- Analyze, evaluate, and overcome program risks, and produce program reports for management and stakeholders

HMA Senior Program Manager (September 2016 – 2018)

Innovative Emergency Management

- Responsible for the development Hazard Mitigation Grant Program (HMGP), CDBG-MIT, CDBG-DR applications which results in approval for construction funding of large-scale drainage, retrofit, acquisitions, elevations, Safe Rooms, and other construction projects eligible under the HMGP, PDM, FMA, BRIC and grant programs.
- Responsible for the oversight and project management of construction projects totaling approximately one billion dollars.

Witt [O'Brien's, Washington, DC (August 2008 – August 2016)

Senior Project Manager (HMA Programs)

- Responsible for the development and approval of Hazard Mitigation Grant Program (HMGP) applications to fund large scale drainage, retrofit, Safe-Rooms, acquisitions, elevations, and other construction projects eligible under the HMGP, PDM, FMA, RFC, and SRL grant programs.
- Acted as technical assistant liaison to local governments and municipalities instructing them on the procurement policies laws, and guidelines associated with the Hazard Mitigation Grant Program and Federal grants.
- Project Management duties include project development, implementation, monitoring, closeout of grants; reviewing and evaluating work processes, management controls, communication channels, and information systems offering suggestions for improvement.
- Provides guidance in the administration, review, funding, and subsequent closeout of projects funded through the Hazard Mitigation Grant Program (HMGP). Knowledge of ICC, Floodplain Management, HMA Guidance, SHPO, NEPA Laws, 44 CFR policy guidelines, FEMA CEF Guidance and cost reasonable analysis guidelines as they relate to engineering cost and project management fees.
- Developed and implemented processes that were useful in internal tracking of expended grant funds as well as construction milestone completion. These processes helped to create a forward thinking and proactive culture.
- Floodplain management review, E-grants and NEMIS data entry, Non-Disaster grant application development, LAHM submittal.
- Selected as Speaker/Presenter at the 2016/2018 National Hurricane Conference, Orlando, Florida.
- Educated sub-grantees and state leadership on FEMA Public Assistance program policies, regulations, and guidelines.
- Provided technical assistance at kickoff meetings, and provided required documentation for project appeals, time extensions, and project scope and amendment requests for reimbursement and project closeout and the use of the Mb3.

Federal Emergency Management Agency (FEMA) Orlando, FL (2004 – 2008)

Deputy HMGP Planning and Program Manager

- Directly responsible for managing and training approximately 30 FEMA HMGP staff who assisted in the development of applications throughout the State of Florida.
- Developed and implemented procedures and processes for the administration and processing of HMGP applications. Developed training materials and took part in a Statewide HMGP and Public Assistance (PA) training which helped government officials understand the intricacies of each grant program.
- Provided technical assistance to the State of Florida concerning FEMA determinations and rulings as well provided technical assistance to the State's sub-applicants on the requirements of the program, including identification and selection of projects eligible for funding.

- Assisted in the development of the state administrative plan and contributed added support in the development and review of the State of Florida's Enhanced plan. Cross training in Public Assistance PA-406.
- Provided cost reasonable analysis determination reports on all projects
- Researched and developed systems to track the completion of incoming tasks, current status of all project applications, and processes to make local governments more accountable for quarterly reporting.
- Served as the liaison between local Office of Emergency Preparedness Directors, local government officials and FEMA and as second in charge in the absence of immediate supervisor.
- Reviewed Hazard Mitigation Grant Program (HMGP) applications and administered grants in accordance with 404 mitigation grant policies.
- Developed and reviewed Benefit Cost Analysis and Environmental determination reports and verified if a parish project was eligible to receive grant money.
- Collected required documentation for the HMGP program according to the 44 Code of Federal Regulations ensuring that GOHSEP and the local jurisdictions were in compliance for auditing and legal purposes.
- Prepared briefs to immediate supervisor and the State Hazard Mitigation Officer on grant application statuses through verbal and written communications.



Meridith Sanders

Procurement and Appeals

10 YEARS OF
EXPERIENCE

Areas of Expertise

FEMA Public Assistance Guidelines
and Compliance
Public Assistance Appeals
Disaster Cost Recovery
Policy Development
Risk Management
Financial Reporting

Education

University of North Dakota, Master of
Business Administration (May 2011)

University of North Dakota School of
Law, Juris Doctor, with distinction
(May 2011)

Minnesota State University Moorhead,
Bachelor of Arts in Economics (May
2005)

EXPERIENCE SUMMARY

Ms. Meridith Sanders is a financial recovery and management professional with a wide range of experience throughout her 10-year career. She evaluates existing contracts for FEMA Public Assistance 2 CFR 200 compliance and advises accordingly to reduce the risk of deobligation. Ms. Sanders successfully advocates for clients, through the draft and submission of both first and second appeals. She monitors new guidance related to disaster cost recovery and disseminates guidance to clients. She also conducts applicant timesheet reviews and the creation of force account labor, material, and equipment summaries. Most recently, she assisted clients from Miami to Anchorage with completing FEMA Public Assistance (PA) Project Worksheets for categories A-G in response to hurricanes, earthquakes, and COVID-19. Ms. Sanders has a background in business management, with experience in process management, finance, and risk management.

RELEVANT EXPERIENCE

Program Delivery Manager (March 2020-Present) Harris County, TX

Harris County engaged Tetra Tech in March 2020 to assist in responding to the COVID-19 pandemic. Ms. Sanders worked closely with the Public Health, Budget Management, Community Services, and Engineering Departments to establish multiple sheltering operations and alternate care sites. She wrote and submitted an expedited project worksheet to ensure the County received immediate funding to address the developing and continuing response effort. Ms. Sanders reviews all emergency purchases for compliance with federal requirements and makes recommendations for the most appropriate funding source based on the nature and method of each activity.

Program Delivery Manager (April 2019-Present) Port of Corpus Christi, TX

Evaluate existing contracts for FEMA Public Assistance 2 CFR 200 compliance and draft addendums to reduce risk of deobligation. Assisted client in future event planning including operating procedures, best practices, and policy development. Develop roadmap to expedite and streamline recovery by meeting with client and FEMA, assessing damage inventory and Grants Portal status. Compliance review of future contracts and procurements to minimize risk of future deobligation. Applicant timesheet review and creation of force account labor, material, and equipment summaries. Small project certification packet creation. Create project worksheets for management and administrative costs. Project closeout.

Financial Analyst (December 2015—April 2019) City of Houston, TX

Managed Hurricane Harvey recovery efforts for multiple City of Houston departments as the liaison to the Finance Department. Coordinated communication between FEMA, external consultants and City of Houston departments. Ensured department activities complied with FEMA disaster cost recovery guidelines established under 2 CFR 200 and other sources. Planned and executed city-wide training for topics such

as Disaster Cost Recovery Procurement. Developed training manuals and PowerPoint presentations. Drafted and reviewed policies and procedures for compliance with local and federal requirements. Created, monitored, and analyzed specialized reports. Assisted in the development, implementation and monitoring of policies and procedures as part of City Enterprise Risk Assessment Project.

Consultant (June 2013—December 2015)

Morgan Garris Houston, TX

- Reviewed client financial processes and procedures to ensure compliance with statutory regulations and requirements. Performed compliance testing and consulting. Facilitated open and direct discussions about risk and
- control environments with clients to identify key risks. Performed risk and control assessments. Other duties included: Client relationship management, Business management consulting including process management and
- financial management, Review of statutory changes, Composing executive summaries of pertinent legal changes, Development of marketing materials, Business development.

Financial Analyst - ITNA Budget and Portfolio (November 2012—June 2013)

Marathon Oil (Insight Global) Houston, TX

- Financial reporting and forecasting. Reconciling budgets for previous years. Assigning costs to appropriate cost centers. Strategic planning and budgeting. Financial project management. Creating PowerPoint and Excel
- documents for C-Level audience. Software Asset Management, compliance and software procurement. Reviewing invoices to determine spending patterns and reduce costs. Using SAP FI to gather financial data and reporting. Budget coordination for multiple asset teams.

Client Relations Associate (August 2011—March 2012)

Alliantgroup Houston, TX

- Managed client relations and led project management for multiple service line teams at specialty tax consulting firm. Directly managed 16 individuals on 4 separate teams. Coached team members on project performance, professionalism, and communication techniques focusing on phone and email communication.
- Developed project plans for 300 simultaneous projects to comply with client expectations. Ensured compliance with Statute of Limitations resulting in no missed statutory deadlines. Fostered relationships with clients and CPA firms. Provided employee coaching and team mediation to develop professionalism. Resolved client issues regarding deadlines, expectations, and billing concerns. Created new business opportunities through phone calls to existing clients.
- Traveled to client locations to ensure client expectations were met regarding work product, professionalism, and billing.

Vice President of Finance (February 2010—August 2011)

Dakota Venture Group Grand Forks, ND

Managed finances for university-based angel capital fund. Created and executed operating budget for \$400,000 investment fund. Negotiated terms of investments. Led due diligence report team and conducted legal, market, and industry research. Managed existing portfolio investments. Developed exit plan for existing investment. Invested in start-up organizations. Created and revised legal and business documents for a new angel investment fund. Acted as co-coordinator and event planner for fundraising campaign to create a new multi-million-dollar angel fund. Advised local small businesses and start-ups on elevator pitches, operation and obtaining capital for growth.

Law Clerk (April 2010—May 2011)

Schuetzle Law Firm Grand Forks, ND

Provided clerking and administrative assistance for a small business-oriented law firm. Conducted legal research, specifically, for trial and litigation case preparation. Drafted documents necessary for new business start-ups. Interviewed clients. Researched and analyzed law sources to prepare drafts of briefs or arguments for review, approval, and use by attorney. Searched for and studied legal documents to investigate facts and law of cases to determine causes of action. Performed legal analysis.



TETRA TECH

8 YEARS OF
EXPERIENCE

Awards & Certifications

Florida Division of Emergency
Management's Extreme Ownership
Award, February 2020

Microsoft Certified in Excel 2019

Florida Certified Contract Manager,
January 2019

Education

Flagler College, Bachelor of Arts:
Accounting, 2017

Tricia Rowan

Closeout and Audit Support

EXPERIENCE SUMMARY

Ms. Tricia Rowan is a highly experienced project manager with a proven track record in disaster recovery and emergency management. She currently serves as Deputy Project Manager at Tetra Tech's Disaster Recovery Unit, where she leads program management and client liaison for \$276 million in CRF projects. In this role, she provides technical assistance to clients, performs eligibility reviews, and manages a team of FEMA PA consultants. Prior to this role, she worked as Government Analyst at the Florida Governor's Office of Policy and Budget, where she assisted in program management of the State of Florida's CRF allocation of \$5.8 billion and provided training and technical assistance to State Agencies. She also served as Compliance Program Manager and Contract Manager at the Florida Division of Emergency Management, where she gained experience in managing multimillion dollar grant management and staff augmentation contracts.

RELEVANT EXPERIENCE**Deputy Project Manager (April 2021 – Present)****Tetra Tech, Disaster Recovery Unit**

- Program management and client liaison lead for \$276M for the Coronavirus Relief Fund (CRF); assist the Project Manager as client liaison for FEMA PA projects.
- Provide technical assistance to clients regarding FEMA, CRF, and related funding sources; perform eligibility reviews to ensure compliance with U.S. Treasury Guidance and 2 CFR 200.
- Provide strategic guidance to team and lead internal and external meetings.
- Review and update standardized procedure documents.
- Review and prepare monthly billings, project budgets, and subcontractor invoices for client delivery.
- Audit response lead to assist the Client in responding to programmatic audit requests.
- Maintain reporting and tracking dashboards to demonstrate project progress and priorities.
- Manage team of FEMA Public Assistance Consultants in project development and FEMA Request for Information responses.

Government Analyst III (August 2020 – April 2021)**Florida Governor's Office of Policy and Budget, Federal Relief Acts Project Unit**

- Assisted in program management of the State of Florida's Coronavirus Relief Fund (CRF) allocation of \$5.8B. Researched and maintained guidance from the U.S. Department of Treasury.
- Wrote program guidelines documenting policies and approaches of the Florida CRF Program.
- Provided training and technical assistance to State Agencies on U.S. Treasury guidance and State policies. Reviewed State Agency costs for eligibility in the CRF program.
- Assisted in determining the most cost-effective federal source for pandemic-related costs.

- Submitted quarterly reports to the U.S. Treasury Office of Inspector General detailing the State of Florida's CRF costs.
- Prepared presentations and talking points to facilitate briefings with legislative, executive, and external partners in understanding Florida's use of the CRF and other federal relief acts.

Compliance Program Manager (Compliance Program Team Lead July 2019 - April 2020)

Florida Division of Emergency Management (FDEM), Bureau of Recovery

- Supervisor over the Compliance Unit.
- Assisted Bureau management in creating a new section, the Compliance Unit, to oversee subrecipient risk assessments and monitoring for the FEMA Public Assistance Program in accordance with 2 CFR 200.
- Created FDEM-formalized Subrecipient Compliance Program Standard Operating Procedures, including criteria for formalized risk assessments, the review process for subrecipient Federal Single Audit Reports, and yearly monitoring plans for each Public Assistance Program subrecipient.
- Conducted reviews of subrecipient Federal Single Audit Reports and issued Management Decision letters.
- Facilitate various audits of the Recovery Bureau including the Auditor General's annual Federal Awards audit of the Public Assistance Program and the 2017 Wildfires and Hurricanes Indemnity Program. Created the State Entity Response and Corrective Action Plan for the Auditor General's audit findings.
- Provided technical assistance for the Public Assistance Program to subrecipients, auditors, and FDEM personnel.
- Served as Field Operations Director for all state supported, drive-through Community Based Testing Sites for COVID-19 activation.

Contract Manager (December 2018 – July 2019)

Florida Division of Emergency Management (FDEM), Bureau of Recovery

- Contract manager for 15 multimillion dollar grant management and staff augmentation contracts.
- Developed new processes to review invoices and activity-timesheets for accuracy.
- Audited contractor's time worked on activity-timesheets against the Bureau's grant management system.
- Created multiple tracking spreadsheets used in reimbursement request submissions to the Federal Emergency Management Agency.

Professional Account Specialist (December 2017 – December 2018)

Florida Department of Financial Services, Bureau of Vendor Relations

- Maintained the State of Florida's Statewide Vendor File within Florida Accounting Information Resource (FLAIR). Added and updated vendor records.
- Generated and audited numerous quality control reports to safeguard the validity of the Statewide Vendor File, including a monthly audit of records added by state agencies against the Statewide Vendor File Reference Guide.
- Assisted vendors in completing online Substitute Form W-9's.
- Reviewed disbursements initiated by agency personnel to ensure internal control guidelines were being followed.

Senior Professional Accountant (June 2016 – December 2017)

Florida Department of Financial Services, Bureau of Auditing

- Audited Agency payment voucher schedules and journal transfers according to Florida Statutes in Florida Accounting Information Resource (FLAIR) and MyFloridaMarketPlace; posted acceptable voucher schedules. Prepared and sent return forms of improper payments to the State Agency finance departments.
- Answered questions regarding payments, contracts, and Florida Statutes from State Agencies.

Accounts Receivable Clerk (February 2015 – June 2016)

Altrua Global Solutions

- Printed, verified, and maintained accounts receivable invoice records and aging reports.
- Updated and reviewed aged receivables for unpaid balances; determined whether there was an internal accounting issue before contacting customers for collections. Corrected internal issues as needed.
- Prepared and keyed remittance advices for posting checks received.
- Cross-trained to complete Accounts Payable Clerk duties.



Alison M. Miskiman, GISP, CFM

Planner



20+ YEARS OF
EXPERIENCE

Areas of Expertise

Program and project management; planning – adaptation, resilience, mitigation; natural hazard and climate change risk; leveraging federal funding to build resilience; loss estimation using Hazus; FEMA grant and benefit-cost analysis (BCA development); geospatial analysis to support planning and risk communication

Key Training/Certifications

ASFM Certified Floodplain Manager,
No: US-07-03029, issued 10/29/07

Geographic Information System
Professional (GISP), member 90661,
issued 4/25/2015

Protected Critical Infrastructure
Information (PCI) Authorized User

OSHA 1910.120, 40-hour and 8-hour
refresher

Secret Clearance

Education

M.S., Earth Science, University of New
Hampshire

B.S., Environmental Science, University
of Scranton

EXPERIENCE SUMMARY

Alison Miskiman has 20 years of experience and leads Tetra Tech's Mitigation/Risk & Resilience services as part of our Emergency Management Risk & Resilience program. She specializes in risk-informed planning; working in partnership with clients to maximize funding and increase resilience to natural hazard events and the changing climate. Ms. Miskiman leads our FEMA Hazard Mitigation Assistance (HMA) grant services team aligning funding sources with competitive projects to achieve implementation. Ms. Miskiman has extensive technical experience in the development of benefit cost analyses (BCAs) incorporating state of the art strategies to include quantifiable benefits to demonstrate economic feasibility of federally and locally funded projects. She also manages large-scale Geographic Information Systems (GIS), data management, and web-based application development projects to simplify and streamline the collection and analysis of information for environmental, emergency management and economic development projects and utilizes the software to support data visualization and technical analyses required for FEMA grant applications and BCAs.

RELEVANT EXPERIENCE

FEMA Hazard Mitigation Planning

Ms. Miskiman leads our mitigation program and is a senior project manager for state and local Hazard Mitigation Planning projects across the U.S. She also serves as the lead risk assessor for all hazard mitigation and community resilience projects in our Northeast operations (supporting over 50 state and local mitigation plans to date). Recent state and local mitigation planning projects are highlighted below.

State of Hawai'i Hazard Mitigation Plan Update (2022 to Present). Ms. Miskiman is the project manager for the 2023 State of Hawai'i Hazard Mitigation Plan update. The plan update will enhance the 2018 plan that includes extensive local, state and federal outreach, an enhanced risk assessment, a strengthened mitigation strategy, integration of climate change and socially vulnerable populations.

State of New Jersey Hazard Mitigation Plan Update (2022 to Present). Ms. Miskiman is the project manager for the 2024 State of New Jersey Hazard Mitigation Plan update that Tetra Tech is updating in partnership with Michael Baker International.

Sussex County, New Jersey Hazard Mitigation Plan Update (2023 – Present; 2020 to 2021). To remain eligible for FEMA Hazard Mitigation Assistance funding, Sussex County hired Tetra Tech to update their multi-jurisdictional hazard mitigation plan. As Project Manager, Ms. Miskiman led the risk assessment and resilience planning team to evaluate the impact of natural hazards on population, land use, buildings, infrastructure, and the environment. A public outreach strategy was implemented including the development of an online StoryMap. A robust mitigation strategy outlines an action plan to implement projects to reduce future risk. Sussex County's 5-year update has commenced; and they have engaged Tetra Tech under Ms. Miskiman's leadership to conduct this plan update.

Camden County, New Jersey Hazard Mitigation Plan Update (2021 to Present). To remain eligible for FEMA Hazard Mitigation Assistance funding, Camden County hired Tetra Tech to update their multi-jurisdictional hazard mitigation plan. As Project Manager, Ms. Miskiman led the risk assessment and resilience planning team to evaluate the impact of natural hazards on population, land use, buildings, infrastructure, and the environment. A public outreach strategy was implemented including the development of an online StoryMap. A robust mitigation strategy outlines an action plan to implement projects to reduce future risk.

Mercer County, New Jersey Hazard Mitigation Plan Update (2021 to 2022). To remain eligible for FEMA Hazard Mitigation Assistance funding, Mercer County hired Tetra Tech to update their multi-jurisdictional hazard mitigation plan. As Project Manager, Ms. Miskiman led the risk assessment and resilience planning team to evaluate the impact of natural hazards on population, land use, buildings, infrastructure, and the environment. A public outreach strategy was implemented including the development of an online StoryMap. A robust mitigation strategy outlines an action plan to implement projects to reduce future risk.

Hunterdon County, New Jersey Hazard Mitigation Plan Update (2021 to 2022). To remain eligible for FEMA Hazard Mitigation Assistance funding, Hunterdon County hired Tetra Tech to update their multi-jurisdictional hazard mitigation plan. As Project Manager, Ms. Miskiman led the risk assessment and resilience planning team to evaluate the impact of natural hazards on population, land use, buildings, infrastructure, and the environment. This plan included an update to meet the High Hazard Potential Dam (HHPD) optional plan review tool element to secure the County's eligibility for this FEMA grant funding source. A public outreach strategy was implemented including the development of an online StoryMap. A robust mitigation strategy outlines an action plan to implement projects to reduce future risk.

Suffolk County, New York Multi-Jurisdictional Multi-Hazard Mitigation Plan (2020 to 2021). Ms. Miskiman is the Project Manager for the Suffolk County Hazard Mitigation Plan update. The plan update includes a robust risk assessment a robust risk assessment for, and the review and update of an enhanced mitigation strategy for the County, Suffolk County Water Authority, two Tribal Nations and 42 towns and villages. The plan commenced during the COVID-19 pandemic and successfully met the aggressive schedule for draft public review and submittal to the State and FEMA in the fall 2020. The plan was approved by the State and FEMA, first pass, with no required revisions.

County of Hawai'i Volcanic Risk Assessment and Mitigation Strategy (2019 to 2020). Ms. Miskiman was the mitigation technical lead for this project evaluating island-wide volcanic risk post-2018 Kilauea eruption. The risk assessment involved a detailed examination of volcanic hazard risk exposure to the population, buildings, land use, critical facilities, lifelines, environmental and cultural resources. A robust mitigation strategy was developed concurrent with the County's Recovery Strategic Action Plan to reduce future volcanic risk, taking into consideration all natural hazards.

State of Hawai'i Hazard Mitigation Plan Update (2017 to 2018). Ms. Miskiman was the lead planner for the State of Hawai'i Hazard Mitigation Plan update. The plan update includes extensive local, state and federal outreach, an enhanced risk assessment, a strengthened mitigation strategy and an integration of climate change. This plan has been approved by FEMA on the first submittal for review.

Local Hazard Mitigation Planning (2006 to Present): As Project Manager and lead risk assessor, Ms. Miskiman manages and supports the development of single and multi-jurisdictional local hazard mitigation planning efforts in accordance with the Disaster Mitigation Act of 2000 with a focus in New Jersey, New York, Puerto Rico and Pennsylvania. These plans include working with the mitigation division of FEMA – Regions II and III, New Jersey State Police – Office of Emergency Management, Pennsylvania Emergency Management Agency and various federal, county and local agencies and organizations. Alison leads the risk assessment team in developing custom building and critical facility inventories are built to enhance the risk assessment utilizing HAZUS-MH to quantify potential losses to flood, seismic, and wind events. In addition, as Project Manager, Alison assists each county and municipality in identifying well-defined, implementable projects with careful considerations of benefits, costs, and possible funding sources. These projects are included in community-specific annexes which detail each jurisdiction's hazard risk, capabilities, program integration and mitigation strategy.

FEMA Grant and Benefit Cost Analysis

Ms. Miskiman has prepared competitive hazard mitigation and climate adaptation grant applications and fully documented FEMA BCAs in accordance with the FEMA benefit-cost methodology since 2009. These successful applications and BCAs have resulted in hundreds of millions of mitigation dollars awarded to jurisdictions across the U.S. The range of these analyses includes small projects to evaluate loss on a single structure to very complex analyses that assess loss avoidance on hundreds of properties, as well as critical facilities and infrastructure; and preserving the natural environment. The following highlights recent work performed by Ms. Miskiman:

State of New Jersey Office of Emergency Management. Local Technical Assistance for FEMA Hazard Mitigation Assistance Grant Programs (2021 to Present). Ms. Miskiman is leading the Tetra Tech team to conduct outreach to local and state governments and assist with the development of FEMA Flood Mitigation Assistance (FMA), Building Resilient Infrastructure and Communities (BRIC), and Hazard Mitigation Assistance Grant Program (HMGP), and Pre-Disaster Mitigation (PDM) grant applications and BCAs.

State of Utah Division of Emergency Management. FEMA BCA Technical Reviews and Subapplicant Technical Support (2022 to Present). Ms. Miskiman is leading the Tetra Tech team to conduct FEMA BRIC and HMGP technical reviews of BCAs for seismic, flood, drought, wildfire, and generator projects. The team is working to enhance BCAs working in collaboration with the subapplicants.

FEMA HMTAP contractor (2021 to Present). Tetra Tech is the managing partner of a Joint Venture with Michael Baker International named the Alliance for Resilience & Mitigation. The single-source contract is designed to provide technical support to FEMA Regional 5, 6, and 7 as well FEMA HQ Mitigation Directorate's Risk Management Division and Office of Floodplain Insurance Advocate. Ms. Miskiman is a key staff person on this contract. Ms. Miskiman is the current task order objective lead managing the team conducting technical reviews of BCAs to support HMGP funding.

Toho Water Authority, FEMA BRIC Support (2021 to Present). Ms. Miskiman is the project manager and technical lead providing the authority grant services including FEMA HMGP, BRIC, and Resilient FL.

Township of Pequannock, Morris County, New Jersey (2015 to Present). Ms. Miskiman developed the successfully awarded the Township's 2015, 2016, 2018, 2019, 2020 FEMA FMA elevation grant applications and BCAs; greater than \$18.5 Million in awards to date. Tetra Tech continues to service the Township and recently prepared the FY22 FMA application for structural elevations.

Township of Rochelle Park, Bergen County, New Jersey (2021 to 2022). Ms. Miskiman managed the Township's FEMA Flood Mitigation Assistance elevation grant application and BCA development to mitigate impacts to repetitively flooded homes impacted by Hurricane Ida. This FY21 application was selected for further review.

State of Texas as FEMA HMTAP contractor (2018 to 2019). Tetra Tech supported post-Hurricane Harvey FEMA grant application and BCA reviews and development across the State of Texas. Ms. Miskiman is Tetra Tech's lead FEMA BCA trainer and subject matter expert providing technical guidance and reviews to the internal team for BCA submission to the Texas Division of Emergency Management.

Township of Neptune, Monmouth County, New Jersey (2013 to 2019). Ms. Miskiman was the project manager and lead BCA analyst for post-Sandy HMGP grant work and FEMA HMA grant applications for Neptune Township, New Jersey. She has conducted BCAs for the following FEMA flood project types: stormwater drainage improvements; bulkheading and tide-check valve projects; pumping station mitigation and living shorelines.

Local New York and New Jersey Elevations and Acquisitions (2010 to Present): Ms. Miskiman has served as technical reviewer and/or BCA lead for FEMA HMA grant applications to elevate and acquire flood prone homes in FEMA Region II. This includes the following projects: elevate 42 NFIP-insured flood prone properties in eight jurisdictions in Cape May County, New Jersey; and acquire flood-prone homes in Borough of Manville and Township of Green Brook, Somerset County New Jersey; acquire repetitive and severe repetitive loss homes in Warren and Hunterdon Counties, New Jersey; and acquisition of flood-prone homes in the Town of Riverhead, Suffolk County, New York.

State of Idaho (2010 to 2017). Ms. Miskiman has supported Tetra Tech's on-call grant application technical support contract with the Idaho Bureau of Homeland Security performing BCAs for HMGP, PDM and FMA grant applications. These projects

included stormwater projects, flood mitigation and bank stabilization some of which are summarized below. Ms. Miskiman now mentors the BCA team that continues to work on this contract through 2020.

St. John's University, New York (2013). Ms. Miskiman was awarded a sole-source contract with St. John's University to prepare a post-Hurricane Sandy HMGP grant application and conduct a full FEMA-compliant BCA for an on-campus cogeneration facility. The proposed facility will provide full electrical power capability to the Queens campus in the likely event that the power grid goes down.

Ocean City, Cape May County, New Jersey (2010). Ms. Miskiman prepared the FEMA HMGP application for Ocean City New Jersey to mitigate flooding. The proposed \$8.2 Million flood mitigation project is to install a pump station and partially reconstruct and reroute stormwater to the pump station. The HMGP grant was awarded in 2012.

Resilience and Adaptation Planning

Ms. Miskiman leads the Risk and Resilience sub-practice which focuses on partnering with communities and private-sector clients to increase resilience to natural hazards and climate change through risk assessment and adaptation strategy development. She manages interdisciplinary project teams and industry thought leaders to deliver high quality actionable plans while integrating innovative solutions to promote adaptation and resilience.

Palm Beach County, Florida (2023 to Present). Ms. Miskiman is the Deputy Project manager working with the technical team to conduct the natural hazard vulnerability assessment integrating climate change projects and leading the U.S. HUD CDBG-MIT Action Plan development.

Military Installation Resilience Study, Orange County, New York (2021 to 2023). Ms. Miskiman is the project manager and resilience lead working with Orange County New York and U.S. Military Academy (USMA)/U.S. Army Garrisons (USAG)-West Point to develop a resilience study that will identify and analyze hazard risks, inclusive of climate change, to the electric energy supply to USMA/USAG and its surrounding communities. Tetra Tech identified and prioritized strategies to increase energy resilience and security.

NCORR RISE Regional Resilience Portfolio Program (2022): Ms. Miskiman is the Principal in Charge for the NCORR (North Carolina Office of Recovery and Resiliency) RISE (Regions Innovating for Strong Economies and Environment Program) Regional Resilience Portfolio Program. The Regional Resilience Portfolio Program is supporting nine regional partnerships, based on COG geographies in Eastern North Carolina, to develop a vulnerability assessment and a portfolio of priority resilience projects that reduce risk and increase resilience for the region.

Extreme Weather Response Plan, Port Moody, British Columbia, Canada (2022). To make progress on Port Moody's climate action goals, the City hired Tetra Tech to conduct a vulnerability analysis and develop a strategy with specific actions that will result in reducing climate change risk and vulnerabilities associated with potential extreme weather events. Ms. Miskiman is the climate resilience lead evaluating current and future climate projections, assessing risks and vulnerabilities to persons, groups, services, and infrastructure, and developing short-, medium- and long-term actions to effectively and strategically reduce risks and vulnerabilities while not increasing greenhouse gas (GHG) emissions. The plan acknowledges vulnerable population numbers and future estimates in the analysis that account for potential downscaling of initiatives from other levels of government.

Resilient NJ (Regional Planning for a Stronger New Jersey); NJ Department of Environmental Protection (NJDEP) (2017 to Present). Ms. Miskiman is the cost-benefit analysis program lead for the Tetra Tech scope as part of the Michael Baker International team. The project is to provide program management services for Resilient NJ, a regional resiliency program. This work is funded through post-disaster Department of Housing and Urban Development Community Development Block Grant – National Disaster Resiliency (HUD, CDBG-NDR) Program. Ms. Miskiman has developed a custom resilience scenario and strategy evaluation methodology to obtain a comprehensive understanding of all benefits, challenges and externalities for each region participating in the resilience program.

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
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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.

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 Contractor/Vendor shall purchase and maintain at the Contractor/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
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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.

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.

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

Civil Rights Act of 1968

denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

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.