

**DISASTER DEBRIS MONITORING SERVICES AGREEMENT (SECONDARY)**

**THIS DISASTER DEBRIS MONITORING SERVICES AGREEMENT** (the “Agreement”) is entered into as of the Effective Date (defined in Section 1, below) by and between Polk County (the “County”), a political subdivision of the State of Florida, 330 W. Church Street, Bartow, Florida, 33830, and Tetra Tech, Inc. (the “Contractor”), a Delaware Corporation, whose principal address is 3475 E. Foothill Blvd., Pasadena, CA 91107, and whose Federal Employer Identification Number is 95-4148514.

**WHEREAS**, the Contractor has considerable expertise in disaster debris monitoring services; and

**WHEREAS**, the County desires to retain the services of a competent and qualified Contractor to provide disaster debris monitoring services; and

**WHEREAS**, the County has solicited for these Contractor services via an advertised request for proposals (“RFP 26-012”) and has received numerous responsive proposals thereto; and

**WHEREAS**, after review and consideration of all responsive proposals, the County intends to engage the Contractor to provide it the disaster debris monitoring services; and

**WHEREAS**, the Contractor remains agreeable to providing the County the Contractor services and represents that it is competent, qualified, capable and prepared to do so according to the terms and conditions stated herein.

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth herein, the County and the Contractor hereby agree, as follows:

**1.0 Effective Date; Term**

1.1 This Agreement shall take effect on the date (the “Effective Date”) of its execution by the Chairman, Board of County Commissioners.

1.2 The term of this Agreement shall be for a five (5) year time period, commencing upon the Effective Date, unless otherwise sooner terminated as provided herein.

**2.0 Contractor Services**

2.1 The County does hereby retain the Contractor to furnish those services and to perform those tasks (collectively, the "Services") as further described in (i) the County’s Request for Proposals RFP #26-012 to include all attachments and addenda, and (ii) the Contractor's responsive proposal thereto (collectively, (i) and (ii) are "RFP 26-012"), all of which are

incorporated into this Agreement by this reference. A complete copy of the Scope of Services section of RFP 26-012 and the Contractor's responsive proposal is attached as a composite **Exhibit "A"** and made a part of this Agreement.

2.2 Contractor shall perform the services described in the Scope of Services section of RFP 26-012, as those Services may be further specifically designated and authorized by the County in a separate written Notice to Proceed the County will deliver to the Contractor prior to the Contractor's commencement of the Services required in association with the County's clean-up and recovery from a particular disaster or emergency event. The form for the Conditional-Notice-to-Proceed shall be substantially in the form provided on **Exhibit "E"** which is attached hereto and made a part of this Agreement.

2.3 The County will contact and coordinate with the Contractor prior to issuing a Notice to Proceed for a disaster or emergency event. The Contractor will provide the name(s) of the supervisor(s) liaison officer who will be primarily responsible for the Contractor providing the required Services. Additionally, before the Notice-To-Proceed is issued the Contractor will deliver to the County a performance bond in the form provided on **Exhibit "D"** which is attached hereto and made a part hereof in an amount to be reasonably determined by the County but which will not be less than \$500,000.00. The actual bond amount will be determined based upon the estimated costs of the Services required as a consequence of the particular disaster or emergency event.

2.4 Contractor acknowledges that the County has engaged a primary vendor and may engage a tertiary vendor to provide the Services described in RFP 26-012 should the County determine in its sole and absolute discretion that the Contractor may, is or will be unable to perform the full scope of work of a particular project within the time period the County requires all such work to be completed.

### **3.0 Compensation**

#### **3.1 General**

3.1.1 In consideration for its providing the Services, during the Agreement Term the County shall pay the Contractor a fee that shall not exceed the amounts stated in **Exhibit "B"**, which is attached hereto and made a part of this Agreement. The Compensation Schedule identifies all job classifications of those who may perform billable services pursuant to this Agreement and the associated amount the County will pay the Contractor for Services performed by those in each job classification. The County is not obligated to pay the Contractor

a fee for any work performed or Services provided by personnel whose job classifications are not listed on the Compensation Schedule. The hourly rates for labor may be increased by the Procurement Director following the one-year anniversary of the Effective Date, when it is in the best interest of the County. Increases will be determined by the appropriate price index as approved by the Procurement Director but in no event shall the hourly labor rates exceed those approved by the Federal Emergency Management Agency (“FEMA”) for any given year. No Board action will be necessary for labor rate increases

3.1.2 All the Contractor’s invoices for payment must reference this Agreement and must be submitted using a form approved by the County Auditor.

3.1.3 The Contractor shall attach all appropriate cost substantiations to the invoice and shall deliver the invoices to:

Roads and Drainage Division  
3000 Sheffield Road  
Winter Haven, FL 33880

3.1.4 The Contractor will clearly state "Final Invoice" on the Contractor’s final/last billing for the Services rendered to the County. The Contractor’s submission of a Final Invoice is its certification that all Services have been properly performed and all charges and costs have been invoiced to the County. This account will be closed upon the County’s receipt of a Final Invoice. The Contractor hereby waives any charges not properly included on its Final Invoice.

3.1.5 The County’s payment of the Final Invoice shall not constitute evidence of the County’s acceptance of the Contractor’s performance of the Service or the County’s acceptance of any work.

3.1.6 All Contractor’s invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Additional supporting documents may be requested by the County and, if so requested, shall be furnished by the Contractor to the County Auditor’s satisfaction.

3.1.7 The Contractor’s project manager or designated payroll officer is attesting to the correctness and accuracy of all charges and requested reimbursements stated in each invoice.

3.1.8 The Contractor’s requests for payment of “out-of-pocket” expenses eligible for reimbursement under the terms of this Agreement shall be reimbursed per the County’s

Reimbursable Schedule that is attached as **Exhibit “C”** and made a part of this Agreement. The Contractor’s requests for payment shall include copies of paid receipts, invoices or other documentation acceptable to the County’s Auditor. To qualify for reimbursement, the Contractor’s documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Services performed in accordance with this Agreement.

**4.0 Contractor's Responsibilities**

4.1 The Contractor shall be responsible for the professional quality, accuracy, competence, methodology, and the coordination of all Services performed pursuant to this Agreement.

4.2 The County’s review, approval, acceptance, or payment for any of the Contractor's Services shall not be construed to: (i) operate as a waiver of any rights the County possesses under this Agreement; or (ii) waive or release any claim or cause of action arising out of the Contractor’s performance or nonperformance of this Agreement. The Contractor shall be and will always remain liable to the County in accordance with applicable law for any and all damages to the County caused by the Contractor’s negligent or wrongful performance or nonperformance of any of the Services to be furnished under this Agreement.

**5.0 Ownership of Documents**

All analyses, reference data, bills, completed reports, or any other form of written instrument or document created or resulting from the Contractor’s performance of the Services pursuant to this Agreement shall become the property of the County after payment is made to the Contractor for such instruments or documents.

**6.0 Termination**

6.1 The County may terminate this Agreement, in whole or in part, at any time, either for the County’s convenience or because of the failure of the Contractor to fulfill its obligations under this Agreement, subject to the cure period provided in Section 26.0, by delivering written notice to the Contractor. Upon receipt of such notice, the Contractor shall:

6.1.1 Immediately discontinue all affected Services unless the notice directs otherwise, and

6.1.2 Deliver to the County all data, reports, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process.

6.2 Unless in dispute or subject to the County's right of set-off or other remedy, the Contractor shall be paid for Services actually rendered to the date of termination.

6.3 The rights and remedies of the County provided for in this Section 6 are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

#### **7.0 No Contingent Fees**

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

#### **8.0 Assignment**

The Contractor shall not assign, transfer, or encumber this Agreement, or any interest herein, under any circumstances, without obtaining the prior written consent of the County, which consent may be withheld in the County's exercise of its reasonable discretion.

#### **9.0 Professional Associates and Subcontractors**

If the Contractor requires the assistance of any professional associates or subcontractors in connection with its providing the Services, the Contractor must obtain the prior express written approval of the County, which the County may withhold in its discretion, before any such professional associate or subcontractor may perform any work for the County. If after obtaining the County's approval the Contractor utilizes any professional associates or subcontractors in the delivery of the Services then the Contractor shall remain solely and fully liable to the County for the performance or nonperformance of all such professional associates and subcontractors. The failure of a professional associate or subcontractor to timely or properly perform any of its obligations to the Contractor shall not relieve the Contractor of its obligations to the County under this Agreement.

#### **10.0 Indemnification of County**

Contractor, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County) protect and hold the County, and its officers, employees and agents harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses (including, without limitation, attorneys' fees costs and expenses incurred during negotiation, through litigation and all appeals therefrom) whatsoever including, but not limited to, those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Contractor to comply with applicable laws, rules or regulations, (ii) the breach by Contractor of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Contractor's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Contractor, its professional associates, subcontractors, agents, and employees; provided, however, that Contractor shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence. The provisions of this Section 10.0 shall survive the expiration or earlier termination of this Agreement.

#### **11.0 Insurance Requirements**

The Contractor shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below. The Contractor shall provide the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. The County shall be named as an additional insured on General and Automobile Liability policies. General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of Polk County. The commercial General Liability Policy shall (by endorsement if necessary) provide contractual liability coverage for the contractual indemnity stated in Section 10, above. All insurance coverage shall be written with a company having an A.M. Best rating of at least the "A" category and size category of VIII. The Contractor's self-insured retention or deductible per line of coverage shall not exceed \$25,000 without the permission of the County. In the event of any failure by the Contractor to comply with the provisions of this Section 11, the County may, at its option, upon notice to the Contractor suspend Contractor's performance of the Services for cause until there is full compliance.

Alternatively, the County may purchase such insurance at the Contractor's expense, provided that the County shall have no obligation to do so and if the County shall do so, the Contractor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

Comprehensive Automobile Liability Insurance. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

Commercial General Liability. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations:

Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

Independent Contractors:

Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

Workers Compensation. The Contractor shall provide, pay for, and maintain workers compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

Pollution Liability Insurance: \$1,000,000 including pollution due to automobile operations.

Employer's Liability. \$1,000,000.

**12.0 Public Entity Crimes**

The Contractor understands and acknowledges that this Agreement will be voidable by the County in the event the conditions stated in Florida Statutes, Section 287.133 relating to conviction for a public entity crime apply to the Contractor.

**13.0 Non-Discrimination**

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

**14.0 Designation of Party Representatives**

14.1 Upon receipt of a request from the Contractor, the County shall designate in writing one or more of its employees who are authorized to act by and on behalf of the County to transmit instructions, receive information and interpret and define the County’s policy and decisions with respect to the Services to be provided pursuant to this Agreement.

14.2 The Contractor shall designate or appoint one or more Contractor representatives who are authorized to act on behalf of and to bind the Contractor regarding all matters involving the conduct of its performance pursuant to this Agreement.

**15.0 All Prior Agreements Superseded**

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document or its designated exhibits. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

**16.0 Modifications, Amendments or Alterations**

No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless agreed to and executed in writing by both parties to this Agreement in a form acceptable to the County.

**17.0 Independent Contractor**

Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting the Contractor (including its officers, employees, and agents) as the agent, representative, or employee of the County for any purpose, or in any manner, whatsoever. The Contractor is to be and shall remain forever an independent contractor with respect to all Services performed under this Agreement. The Contractor shall not pledge the County’s credit or make the County a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and the Contractor shall have no right to speak for or bind the County in any manner.

## **18.0 Public Records Law**

(a) The Contractor acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Contractor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Contractor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Contractor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, 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 Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and

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

**(c) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

**RECORDS MANAGEMENT LIASON OFFICER  
POLK COUNTY  
330 WEST CHURCH ST.  
BARTOW, FL 33830  
TELEPHONE: (863) 534-7670  
EMAIL: RMCO@POLKFL.GOV**

## **19.0 Compliance with Laws and Regulations**

In providing all Services pursuant to this Agreement, the Contractor shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such Services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the County to terminate this Agreement immediately upon delivery of written notice of termination to the Contractor.

#### **20.0 Governing Law and Venue**

This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

#### **21.0 Notices**

Whenever either party desires to give notice unto the other, it must be given by written notice, delivered (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service, and addressed to the party for whom it is intended at the place last specified by each party. The place for giving of notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Section 21. For the present, the parties designate the following as the respective places for giving of notice, to wit:

**For County:** Polk County Roads & Drainage Division  
3000 Sheffield Road  
Winter Haven, Florida 33880

**For Contractor:** Tetra Tech, Inc.  
3475 E. Foothill Blvd.  
Pasadena, CA 91107

#### **22.0 Severability**

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement; any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or

provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

### **23.0 Annual Appropriations**

Contractor acknowledges that during any fiscal year the County shall not expend money, incur any liability, or enter into any agreement which by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Accordingly, any agreement, verbal or written, the County may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The County may enter into agreements whose duration exceeds one year; however, any such agreement shall be executory only for the value of the services to be rendered which the County agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the County's performance and obligation to pay the Contractor under this Agreement is contingent upon annual appropriations being made for that purpose.

### **24.0 Unauthorized Alien(s)**

The Contractor shall not employ or utilize unauthorized aliens in the performance of the Services provided pursuant to this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a) and a cause for the County's unilateral termination of this Agreement. When delivering executed counterparts of this Agreement to the County, the Contractor shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

### **25.0 Contractor Representations**

25.1 The Contractor hereby represents and warrants the following to the County:

25.1.1 Contractor is a corporation that is duly organized and existing in good standing under the laws of the State of Delaware with full right and authority to do business within the State of Florida.

25.1.2 Contractor's performance under this Agreement will not violate or breach any contract or agreement to which the Contractor is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation.

25.1.3 Contractor has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

25.1.4 Contractor now has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

25.1.5 Contractor has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

25.1.6 Contractor has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

25.1.7 Contractor shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

25.1.8 Contractor shall, at no additional cost to the County, re-perform those Services which fail to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement.

25.1.9 Each individual executing this Agreement on behalf of the Contractor is authorized to do so.

## **26.0 Default and Remedy**

- A. Process. If the Contractor materially defaults in the timely performance of any Contract obligation, including any changes, modifications, changes in scope issued thereunder, or if the Contractor is otherwise in material default of the Contract, including, without limitation, the Contractor's failure to timely deliver any portion, or the entirety, of the Project Work in accordance with the Contract documents, then the County shall have the right to (i) with or without terminating the Contract, immediately call the Performance Bond and Payment Bond, and engage other contractors or providers at the Contractor's sole cost and expense to provide those unperformed or deficient Contract obligations of the Contractor; (ii) set-off the monetary amount of any and all damages arising therefrom, whether direct or indirect, actual or liquidated, from the amounts due Contractor pursuant to the Contract documents, (iii) immediately terminate the Contract by delivering written notice to the Contractor, and (iv) pursue any and all remedies available in law, equity, and under the Contract, including, without limitation, the recovery of any increased cost to the County to complete the Project Work due to the loss of FEMA Public Assistance funding caused, directly or indirectly, by the Contractor's default. Upon any such termination pursuant to this Section, the County shall pay the Contractor the full amount due and owing for all services properly performed through the date of the Contract termination, less any amount subject to the County's right of set-off, and all liability of the County to the Contractor shall cease.

B. Certain Material Defaults. Among other matters, including without limitation, the Contractor's failure to timely deliver any portion, or the entirety, of the Project Work in accordance with the Contract documents, as described immediately above, any of the following shall constitute the Contractor's material default of the Contract: the appointment of a receiver to take possession of all or substantially all of the Contractor's assets, a general assignment by the Contractor for the benefit of creditors, or any action taken by or suffered by Contractor under any insolvency or bankruptcy act; or the Contractor is convicted of a public entity crime, is determined to have violated federal or state law prohibiting discrimination as stated in Section 287.134, Florida Statutes, or is prohibited from performing work for or transacting business with the County pursuant to Section 287.133 or to Section 287.134, Florida Statutes; or an assignment of the Contract made without the express written consent of the County; or the submission of a false certification to the County or engagement in prohibited business operations, both as described in the Contract Documents.

#### **27.0 Limitation of Liability**

**IN NO EVENT, SHALL THE COUNTY BE LIABLE TO THE CONTRACTOR FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.**

#### **28.0 Waiver**

A waiver by either County or Contractor of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach of this Agreement. The making or acceptance of a payment by either party with the knowledge of the other party's existing default or breach of the Agreement shall not waive such default or breach, or any subsequent default or breach of this Agreement, and shall not be construed as doing so.

#### **29.0 Attorneys' Fees and Costs**

Each party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

#### **30.0 Force Majeure**

Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An “Event of Force Majeure” is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party’s obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

### **31.0 Key Personnel**

The Contractor shall notify the County if any of the Contractor’s Key Personnel (as defined, below) change during the Term of the Agreement. To the extent possible, the Contractor shall notify the County at least ten (10) days prior to any proposed change in its Key Personnel. At the County’s request the Contractor shall remove without consequence to the County any of the Vendor’s contractors, sub-contractors, sub-consultants, agents or employees and replace the same with an appropriate substitute having the required skill and experience necessary to perform

the Services. The County shall have the right to reject the Contractor's proposed changes in Key Personnel. The following individuals shall be considered "Key Personnel:"

Name: Edward Green

Name: Tommy Webster

Name: Sommer Parish

Name: Johnathan Burgiel

Name: Ralph Natale

Name: Chuck McLendon

Name: Allison McLeary

Name: Jaezy Dieguez

Name: Jeff Dickerson

Name: Ricardo Bosques

Name: Rika Nagatomo

Name: Macy Moore

**32.0 Scrutinized Companies and Business Operations Certification; Termination.**

**A. Certification(s).**

(i) By its execution of this Agreement, the Contractor hereby certifies to the County that the Contractor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Contractor engaged in a boycott of Israel, nor was the Contractor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(ii) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Contractor further certifies to the County as follows:

(a) the Contractor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) the Contractor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) the Contractor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Contractor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Contractor for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) The Contractor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Contractor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Contractor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

### **33. No Construction Against Drafter**

The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

### **34. Federal Provisions**

The Supplemental Conditions – Federal Clauses set forth in the RFP 26-012, attached as **Exhibit A**, are hereby fully incorporated by this specific reference, as if set forth in the body of this Agreement.

### **35. Breach During Emergency Recovery Period.**

Pursuant to §252.505, Fla. Stat., in the event this Agreement concerns goods or services related to a natural emergency, Vendor agrees that if Vendor breaches this Agreement during the Emergency Recovery Period, then the County shall be entitled to (a) a payment of \$5000, and (b) recovery of damages, which may take the form of actual and consequential damages or liquidated damages. The term “Emergency Recovery Period” means a one-year period that begins on the date the

Governor of Florida initially declared a state of emergency for a natural emergency. This provision shall survive the termination of this Agreement.

**(THE REMAINDER OF THE PAGE IS LEFT INTENTIONALLY BLANK;  
THE AGREEMENT CONTINUES ON THE FOLLOWING PAGE  
WITH THE PARTIES SIGNATURES.)**



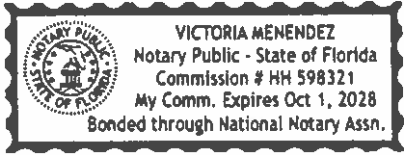
ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF FLORIDA County OF ORANGE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this June 4, 2026 (Date) by Jonathan Burgiel (Name of officer or agent) as Business Unit President (title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her by the Corporation. He/she personally appeared before me at the time of notarization, and  is personally known to me or  has produced \_\_\_\_\_ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this June 4, 2026 (Date).

*Victoria Menendez* (Official Notary Signature and Notary Seal)  
Victoria Menendez (Name of Notary typed, printed or stamped)

Commission Number HH 598321 Commission Expiration Date October 1, 2028



**AFFIDAVIT CERTIFICATION IMMIGRATION LAWS**

SOLICITATION NO.: RFP 26-012

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONSULTANT WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONSULTANT OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.** PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Tetra Tech, Inc.

Signature: *Jonathan Burgiel*

Title: Business Unit President

Date: June 4, 2026

State of: Florida

County of: Orange

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 4th day of June, 2026, by

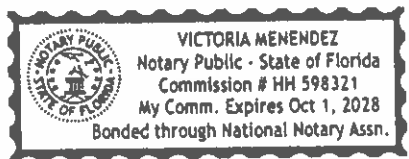
Jonathan Burgiel (name) as Business Unit President (title of officer) of Tetra Tech, Inc. (entity name), on behalf of the company, who  is personally known to me or  has produced \_\_\_\_\_ as identification.

Notary Public Signature: *Victoria Menendez*

Printed Name of Notary Public: Victoria Menendez

Notary Commission Number and Expiration: #HH 598321 10/01/2028

(AFFIX NOTARY SEAL)



**EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION**

(Florida Statutes, Section 448.095)

PROJECT NAME: RFP 26-012

The undersigned, as an authorized officer of the contractor identified below (the "Contractor"), having full knowledge of the statements contained herein, hereby certifies to Polk County, a political subdivision of the State of Florida (the "County"), by and on behalf of the Contractor in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Contractor and the County on or about the date hereof, whereby the Contractor will provide labor, supplies, or services to the County in exchange for salary, wages, or other remuneration (the "Contract"), as follows:

1. Unless otherwise defined herein, terms used in this Certification which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

2. Pursuant to Section 448.095(5), Florida Statutes, the Contractor, and any subcontractor under the Contract, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor or subcontractor. The Contractor acknowledges and agrees that (i) the County and the Contractor may not enter into the Contract, and the Contractor may not enter into any subcontracts thereunder, unless each party to the Contract, and each party to any subcontracts thereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of the Contract, and the County may treat a failure to comply as a material breach of the Contract.

3. By entering into the Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit 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. Failure to comply will lead to termination of the Contract, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095, Fla. Stat., by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of the Contract. Nothing in this Certification shall be construed to allow intentional discrimination of any class protected by law.

Executed this 4th day of June, 2026.

ATTEST: CONTRACTOR:

By: 

By: 

Printed Name: Kayla Lemaire Printed Name: Jonathan Burgiel

Its: Contract Administrator

Its: Business Unit President

**Affidavit Regarding the Use of Coercion for Labor or Services**

In compliance with Section 787.06(13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Polk County, a political subdivision of the State of Florida.

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I currently serve as an officer or representative of the Nongovernmental Entity.
3. The Nongovernmental Entity does **not** use coercion for labor or services, as those underlined terms are defined in Section 787.06, Florida Statutes.
4. This declaration is made pursuant to Section 92.525, Fla. Stat. and Section 787.06, Fla. Stat. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I Jonathan Burgiel, Business Unit President (Signatory Name and Title), declare that I have read the foregoing Affidavit Regarding the Use of Coercion for Labor and Services and that the facts stated in it are true.

Further Affiant sayeth naught.

Tetra Tech, Inc.  
**NONGOVERNMENTAL ENTITY**

  
**SIGNATURE**

Jonathan Burgiel  
**PRINT NAME**

Business Unit President  
**TITLE**

June 4, 2026  
**DATE**



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Foreign Profit Corporation  
TETRA TECH, INC.

### Filing Information

**Document Number** P19034  
**FEI/EIN Number** 95-4148514  
**Date Filed** 04/28/1988  
**State** DE  
**Status** ACTIVE  
**Last Event** CORPORATE MERGER  
**Event Date Filed** 12/30/2003  
**Event Effective Date** 01/02/2004

### Principal Address

3475 E. FOOTHILL BLVD.  
PASADENA, CA 91107

Changed: 07/14/2003

### Mailing Address

3475 E. FOOTHILL BLVD.  
PASADENA, CA 91107

Changed: 07/14/2003

### Registered Agent Name & Address

CT CORPORATION SYSTEM  
1200 S. PINE ISLAND ROAD  
PLANTATION, FL 33324

Name Changed: 03/18/1992

Address Changed: 03/18/1992

### Officer/Director Detail

#### **Name & Address**

Title Senior Vice President, Chief Engineer

BROWNLIE, WILLIAM R  
3475 E. Foothill Blvd.  
Pasadena, CA 91107

Title Senior Vice President, Corporate Administration

LEMMON, RICHARD A  
3475 E. FOOTHILL BLVD.  
PASADENA, CA 91107

Title Executive Vice President, CFO and Assistant Secretary

BURDICK, STEVEN M  
3475 E. FOOTHILL BLVD.  
PASADENA, CA 91107

Title Chairman of the Board, CEO

Batrack, Dan L.  
3475 E. FOOTHILL BLVD.  
PASADENA, CA 91107

Title EVP, Chief Sustainability and Leadership Development Officer

Shoemaker, Leslie L  
3475 E. Foothill Blvd.  
Pasadena, CA 91107

Title Senior Vice President, Corporate Controller, Chief Accounting Officer

Carter, Brian N  
3475 E. FOOTHILL BLVD.  
PASADENA, CA 91107

Title Director

Ritrievi, Kimberly E  
3475 E FOOTHILL BLVD  
PASADENA, CA 91107

Title SVP

BIAGI , JAMES Q, Jr.  
4967 U.S. Hwy 42  
Ste. 210  
Louisville, KY 40222

Title President

Argus, Roger R.  
1230 Columbia Street  
Suite 1000  
San Diego, CA 92101

Title Secretary

Hopson, Preston  
3475 E. FOOTHILL BLVD.  
PASADENA, CA 91107

Title VPFS

JENKINS, LAWRENCE E  
201 E. PINE ST.  
ORLANDO, FL 32801

Title Director

Birkenbeuel, Gary R.  
3475 E. FOOTHILL BLVD.  
PASADENA, CA 91107

Title Director

GANDHI, PRASHANT  
3475 E. FOOTHILL BLVD.  
PASADENA, CA 91107

Title Director

Obiaya, CHRISTIANA  
3475 E. FOOTHILL BLVD.  
PASADENA, CA 91107

Title Director

Volpi, Kirsten M  
3475 E. FOOTHILL BLVD.  
PASADENA, CA 91107

Title Senior Vice President, Enterprise Risk Management

O'Rourke, Brendan  
3475 E. FOOTHILL BLVD.  
PASADENA, CA 91107

Title President, Federal Information Technology Division

Jeannot, Olivier H  
3475 E. FOOTHILL BLVD.  
PASADENA, CA 91107

Title President, Energy Engineering Division

Weiss, Jonathan  
3475 E. FOOTHILL BLVD.  
PASADENA, CA 91107

Title President, U.S. Infrastructure Division

SPRINGER, LAUREN  
3475 E. FOOTHILL BLVD.  
PASADENA, CA 91107

Title VP

Fox, Jon D.  
201 E. Pine St.  
ORLANDO, FL 32801

Title VP

Bundy, Jonathan C.  
201 E. Pine St.  
ORLANDO, FL 32801

Title Director

FEELER, JEFFREY R.  
3475 E. FOOTHILL BLVD.  
PASADENA, CA 91107

Title Director

HARDWICK, M. SUSAN  
3475 E. FOOTHILL BLVD.  
PASADENA, CA 91107

#### **Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2024	01/10/2024
2025	02/25/2025
2026	01/05/2026

#### **Document Images**

<a href="#">01/05/2026 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/25/2025 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">10/11/2024 – AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">10/10/2024 – AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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<a href="#">01/04/2021 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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<a href="#">05/18/2018 – AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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<a href="#">11/21/2017 – AMENDED ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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<a href="#">01/12/2016 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/07/2015 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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<a href="#">01/18/2012 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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<a href="#">07/29/1998 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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<a href="#">04/14/1995 – ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>

# Exhibit Ai

## RFP NOTICE

Polk County, a political subdivision of the State of Florida, requests the submittal of proposals from vendors that are interested in providing debris monitoring services as described herein. Sealed proposals must be received in the Procurement Division, prior to the due date and time listed below.

**RFP Number and Title:** 26-012, Disaster Debris Monitoring Services

**Description:** Provide disaster debris removal monitoring and other related services resulting from, but not limited to, catastrophic events such as tornadoes and hurricanes.

**Receiving Period:** Prior to 2:00 p.m., Wednesday, December 31, 2025

**Bid Opening:** Wednesday, December 31, 2025, at 2:00 p.m. or as soon as possible thereafter.

This form is for RFP registration only. Please scroll down for additional information.

### Special Instructions

Questions regarding this RFP must be in writing and must be sent to Ken Brush Procurement Contracts Manager, via email at [kenbrush@polk-county.net](mailto:kenbrush@polk-county.net) or via fax at (863) 534-6789. All questions must be received by Monday, December 15, 2025, 4:00 p.m.

## RFP REGISTRATION

You must register using this form to receive notice of any addenda to these documents. Please fax the completed form to the Procurement Division as soon as possible. It is the vendor's responsibility to verify if addenda have been issued.

RFP Number: 26-012

RFP Title: Disaster Debris Monitoring Services

This form is for bid registration only. Please scroll down for additional information.

Carefully complete this form and return it to the Procurement Division via e-mail to [procurement@polk-county.net](mailto:procurement@polk-county.net) or fax (863) 534-6789. You must submit one form for each solicitation that you are registering for.

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

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

City: \_\_\_\_\_

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

Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

**PROPOSAL SUBMITTAL INSTRUCTIONS**

Proposers must submit their proposal prior to 2:00 p.m. on the receiving date. Proposals must be submitted in a “sealed” parcel or electronically through Polk County’s secure website, Kiteworks. Proposals will be publicly opened at 2:00 p.m. on the receiving date.

**Sealed Parcel Submittal:**

If you are submitting a sealed parcel proposal submit one (1) original marked ORIGINAL and five (5) copies marked COPY of the proposal in a sealed parcel to the Procurement Division. The parcel should be labeled “RFP #26-012, Disaster Debris Monitoring Services” and marked with the proposer’s name and address. The Proposals may be mailed or delivered to:

**Polk County Procurement Division  
330 West Church Street, Room 150  
Bartow, FL 33830**

To assist with labeling the sealed parcel, please cut along the outer border and affix this label. Be sure to include the name of the company submitting the proposal where requested.

<b>Sealed Proposal. DO NOT OPEN</b>	
<b>RFP Number</b>	26-012
<b>RFP Title</b>	Disaster Debris Monitoring Services
<b>Due Date/Time:</b>	December 31, 2025, prior to 2:00 pm
<b>Submitted by:</b>	
<b>Deliver To:</b>	Polk County Procurement Division 330 West Church Street, Room 150, Bartow, Florida 33830

Proposals may be mailed, express mailed or hand delivered. It is the Proposers responsibility to ensure their package is delivered to the Procurement Division prior to 2:00 p.m. on the Receiving date and time referenced above. Proposals delivered at 2:00 p.m. or later will not be accepted.

***Electronic Proposals Submittal:***

All prospective Proposers that are interested in submitting their proposals electronically can do so via the County's secure electronic submittal website, Kiteworks. Proposers must email [kenbrush@polk-county.net](mailto:kenbrush@polk-county.net) at least 48 hours prior to opening to receive a link to upload their submittal. Please only upload your documents as a PDF or Excel file for the Cost Tab, if applicable. Please use the name convention of your files as follow:

"RFP 26-012 Tab 1"

"RFP 26-012 Tab 2"

"RFP 26-012 Tab 3"

"RFP 26-012 Tab 4"

"RFP 26-012 Tab 5"

For more instructions, a video tutorial has been produced to further explain the electronic solicitation submittal process. It can be found by clicking here for RFP Submittals: [https://youtu.be/vkn\\_7AHgioE](https://youtu.be/vkn_7AHgioE). If you need assistance accessing this website due to ADA or any other reason, please email Ken Brush at [kenbrush@polk-county.net](mailto:kenbrush@polk-county.net).

Procurement recommends that Proposers submitting electronically double check the documents submitted into Kiteworks to ensure all requested tab information has been uploaded. Failure to upload the requested tab information may result in the proposal being deemed nonresponsive.

**POLK COUNTY**  
**Procurement Division**  
**Fran McAskill**  
**Procurement Director**  
**REQUEST FOR PROPOSAL 26-012**  
**Disaster Debris Monitoring Services**

Sealed proposals will be received in the Procurement Division, Wednesday, December 31, 2025, prior to 2:00 p.m.

Attached are important instructions and specifications regarding responses to this Request for Proposal (the "RFP"). The failure of a responding proposer (a "Proposer") to follow these instructions could result in Proposer disqualification from consideration for a contract to be awarded pursuant to this RFP.

This document is issued by Polk County (the "County") which is the sole distributor of this RFP and all addenda and changes to the RFP documents. The County shall record its responses to inquiries and provide any supplemental instructions or additional documents pertaining to this RFP in the form of written addenda to the RFP. The County shall post all such addenda, together with any other information pertaining to this RFP, on the County's website at <https://www.polk-county.net/business/procurement/>. It is the sole responsibility of each Proposer to review the website prior to submitting a responsive proposal (a "Proposal") to this RFP to ensure that that the Proposer has obtained all available instructions, addenda, changes, supporting documents, and any other information pertaining to this RFP.

The County is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the County and the Proposer should not rely on such sources for information regarding the RFP solicitation.

Questions regarding this RFP must be in writing and must be sent to Ken Brush, Procurement Contracts Manager, via email at [kenbrush@polk-county.net](mailto:kenbrush@polk-county.net) or via fax at (863) 534-6789. **All questions must be received by Monday, December 15, 2025, 4:00 p.m.**

**Proposers and any prospective proposers shall not contact, communicate with or discuss any matter relating in any way to this RFP with any member of the Polk County Board of County Commissioners or any employee of Polk County other than the County Procurement Director or the individual designated above. This prohibition begins with the issuance of the Request for Proposal and ends upon execution of the final contract. Any such communication initiated by a Proposer or prospective proposer shall be grounds for disqualifying the offender from consideration for a contract to be awarded pursuant to this RFP and for contracts to be awarded pursuant to RFPs or Requests for Bid that the County may issue in the future.**

A Proposer's responsive Proposal to this RFP may be mailed, express mailed, or hand delivered to:

**Polk County Procurement Division**  
**330 West Church Street, Room 150**  
**Bartow, Florida 33830**  
**(863)534-6757**

## **Introduction**

Polk County, a political subdivision of the State of Florida, seeks the submittal of proposals from qualified firms who are interested in providing professional services in monitoring debris removal services in accordance with the Polk County Debris Management Plan.

Award of this RFP may be made to up to three (3) Contractors and will be used when the magnitude of an emergency is such that the County is not able to manage with their own resources. Contractors shall be identified as the primary, secondary, and tertiary awardee based on order of final ranking. The area given to any one contractor will depend on the magnitude of the emergency.

The primary vendor will be contacted to provide the services needed. If the primary vendor is not available, or fails to respond within 24 hours, the County will then contract the secondary vendor. If the secondary vendor is not available or fails to respond within 24 hours, the County will then contact the tertiary vendor.

There are other public agencies within Polk County that may wish to use the provisions of this RFP. Attachment A must be signed and included with your submittal. Please refer to submittal criteria for further detail.

## **SCOPE OF SERVICES**

This statement of work describes and defines the services which are required for debris removal monitoring for Polk County (County). The work includes but is not limited to; monitoring field operations regarding all storm generated debris, debris pickup, debris hauling, debris staging and reduction, temporary debris storage site management, debris management, and final disposal of debris to an approved facility. Roads and other County facilities will be identified by the County and direction will be given to the Contractor for clearing these roads and facilities in accordance with the County Debris Management Plan. The County reserves the right to add or remove highway segments

at the direction of the Debris Manager. While this scope provides for debris removal work off the state road system, no work on or off the state road system is guaranteed. The County, at its sole discretion, may elect to perform the work with in-house forces or other contract forces or may cancel the contract at any time if determined to be in the best interest of the County.

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

The Consultant will be responsible for tracking all of the contract costs and adhering to the “not to exceed” limit as defined. Proper notification must be given to the County as costs approach this limit.

The successful firm must adhere to all requirements and regulations established by the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), and any other governmental agency with jurisdiction over response and recovery actions.

The Consultant shall assist the County specifically with debris management services to include, but not limited to, the following items:

- Provide training of select County staff in essential debris management and collection functions to insure appropriate and responsive interface with field debris collection contractors and County, state, and federal agencies.
- Provide field inspectors at designated check points to check and verify information on debris removal and at Temporary Debris Storage Reduction Site (TDSRS) located throughout Polk County.

The Consultant will provide assistance with the scheduling, dispatching and logistical operations of the field inspectors assigned to work areas for storm debris cleanup. This will include:

- Setting up the schedule for inspectors each day.
- Certification of the volumetric measurement (cy) either prior to or during and event of each truck that is added into service; this shall be the physical measurement of the truck bed.
- Keeping a record of contract haulers' trucks: cubic yardage, time in and out, number of loads/day, and other data as requested by designated County personnel.
- Determining truck assignments as well as a 2 week future schedule of where trucks will be.
- Coordinating with County personnel to respond to problems in the field.
- Conducting "end-of day" duties, such as verifying all trucks have left the disposal site, locking down of the facility.
- Surveying the area for special needs: identifying tree stumps, hazard trees, C&D debris, potential problems – a location list should be kept of these areas.
- Recording on a computer tracking system of the streets where debris was collected.
- Performing other duties as directed by dispatch/staging operation or designated County personnel.

The Consultant will collect baseline data per local, state and federal requirements from the designated emergency debris management sites prior to opening of the sites.

The Consultant will assist the County in obtaining necessary local, state and federal permits for the designated emergency debris management sites.

## **GENERAL REQUIREMENTS**

The Contractor(s) shall furnish all necessary personnel, materials, equipment, labor, supervision, facilities, and shall otherwise provide all services necessary for, or incidental to, the performance of all work as defined in these specifications.

It is the sole responsibility of the Contractor(s) to ensure that, should Subcontractor(s) be utilized by the Contractor for any portion of the work, these Subcontractor(s) shall meet or exceed the same requirements instituted for the Contractor pertaining to this contract.

The Contractor(s) shall notify the County within (24) twenty four hours of notice of any legal or regulatory actions, or any Notices of Violation taken against the Contractor(s) or Subcontractor(s) utilized within the scope of this contract.

Upon receipt of the Notice of Violation or Warning Notice or upon notification or request from the County, the Contractor shall immediately prepare their response or draft a County response to the notice and begin corrective action against any non-complying condition. Failure by the Contractor to take corrective action which is required by law or the Contract Documents shall result in the County taking whatever measures are necessary to correct the condition and deducting the cost of such corrective action from the Contractor's Operating Fee Payment. The Contractor will be responsible for any fines resulting from any violations of Federal, State, or local laws or regulations.

Permits and licenses of a temporary nature necessary for the completion of contracted Services shall be secured and paid for by the Contractor with the assistance of the County, unless otherwise stated in this RFP. The Contractor shall not be held responsible to secure permits and/or licenses when the requirements for same have been waived due to a declaration of an emergency or disaster.

Under the general oversight of the County, the Contractor will supervise and direct all work, workers, and equipment. The Contractor is solely responsible for the means, methods, techniques, sequences, safety program, and procedures utilized. The

Contractor will employ and maintain on the work site a qualified and accessible supervisor(s) on the work site(s) and provide the County a liaison officer, as directed. At least one accessible and designated supervisor in the area of operation and the liaison officer shall have full authority to act on behalf of the Contractor and all communications given to the supervisor or liaison officer in writing by the County's Authorized Representative shall be as binding as if given to the Contractor.

The name(s) of the supervisor(s)/liaison officer will be supplied to the County for each issuance of an event Notice-To-Proceed. Additionally, a performance bond for the minimum amount of \$1,000,000 will be required before the Notice-To-Proceed is issued. The actual amount will be determined at the time of the event and an adjusted performance bond will need to be obtained for the estimated total amount. Please see (Attachments D & E)

The Contractor shall have the ability to guarantee operations, and pay vendors and sub-contractor(s) for 60 days prior to receiving payments from the County.

Retainage in the amount of ten percent (10%) will be withheld until all work has been completed and has been approved by the County.

The Contractor shall participate in an annual on-sight pre-coordination meeting as directed by the County at no additional cost to the County.

The Contractor shall, to the extent practical, give priority to utilizing resources in Polk County and the surrounding area, including but not limited to procuring supplies and equipment, awarding subcontracts, and employing workers.

The Contractor shall make daily reports to the County to detail the progress of the debris removal and disposal program. Such reports shall include a description of all areas where work was done, detailing the street names, and address blocks where debris removal was completed. The reports must also include the types and volumes of

debris transported, reduced, and disposed. The Contractor shall also provide other operational and complaint tracking reports as requested by the County.

The Contractor shall disclose future debris management contractual obligations and provide reasonable assurance that such obligations will not preclude the Contractor from meeting its obligations under the contract resulting from this RFP. Such disclosure shall be provided to the County within 30 days of entering into said contractual obligation.

### **AGREEMENT**

The term of this agreement will be for approximately 5 years. The Actual term will be negotiated as part of Elevation Level 4, Contract Negotiations.

### **SUBMITTAL**

Submittals should not contain information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The responses should be in the same order as the selection and evaluation procedures. Proposals are to be printed double-sided.

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective submittal to this solicitation are not desired and may be construed as an indication of the proposer's lack of cost consciousness. Elaborate artwork, expensive visual aids, and other presentation aids are neither necessary nor desired, unless specifically requested. The proposal submittals should be contained within a three (3) ring binder (original and each copy in separate binders). Each submittal should contain:

#### **Tab 1, Introduction:**

- Introduction letter describing your firm, experience, number of years in business, contact name, company address, phone number and email address of contact person. (One page, single or double sided)
- Attachment A – Understanding terms, conditions, and pricing may be used by any public agencies located within Polk County.

#### **Tab 2, Experience and Expertise (40 Points)**

- Provide your firm's organization structure.

- Provide a resume for the project manager and all key personnel that will be involved in providing the services as outlined in the scope of work. (1 page single or double sided for each resume)
- Describe the firm's experience with providing similar size and scope of work as outlined in this RFP. (One page, single or double sided)
- Provide a minimum of three (3) and a maximum of five (5) projects that demonstrates your firm's experience with debris removal services for similar scope of work services in the past five (5) years. At least two (2) of the projects shall be from a disaster recovery project performed for a public or governmental agency. At least three (3) of the projects shall be for disaster recovery project performed as the prime. At least two (2) of the projects shall be for projects in excess of 250,000 cubic yards. For each project identified please include (2 pages for each project, single or doubled sided):
  - Client name
  - Contact person
  - Contact's phone number and email address
  - Cost of the services
  - Start and end date of project.
  - Name of disaster and location of the project
  - Brief description of the services provided
    - A brief description of the project and what role your firm played in the project.
    - Identify if multiple temporary debris processing sites were established where collected debris was sorted, screened for sand, recycled, ground, mulched, burned, or otherwise segregated for transport and disposal.
    - Identify your firm's expertise and experience in assessing, removing, and disposing of specialty debris including hazardous materials, hazardous wastes, biohazardous wastes, dead animals, and hazardous stumps.

- Identify your firm's expertise and experience in demolition of structures, and debris removal from private property (Right-of-Entry Programs) and publicly owned property (other than Rights-of-Way).

**Tab 3, Resources and Availability (40 points)**

- Provide an organizational chart of the team highlighting the key individuals who will work on this contract as identified above.
- The key staff presented in the contractor's response shall be the staff utilized on this contract. Please provide the resumes of the key staff including, but not limited to, the items in the list below (One (1) page maximum per resume):
  - a) Name and current position held by the person
  - b) Name, title and project assignment
  - c) Experience:
    - (1) Types of projects.
    - (2) Size of projects (dollar value of project).
    - (3) What were their specific project involvements?
- Demonstrate each key staff's availability to respond to the needs of the project (Two (2) pages maximum for all key staff members)
- Identify sub-contractors or joint ventures to be used, if any. For each sub-contractor or joint venture identified please provide:
  - A brief description of their experience outlining their qualifications to perform the intended services
  - A brief resume for each key personnel that will be assigned to perform

**Tab 4, Compensation Schedule (10 Points)**

- The Respondent shall complete the compensation schedule included as Attachment B. The Consultant is to include all costs that the Consultant may anticipate incurring during the performance of the disaster recovery work as outlined on Attachment B. For items not listed, the County will only pay the FEMA rates.
- The hourly rates for labor may be increased by the Procurement Director after the contract has been in place for a minimum of 12-months, when it is in the best interest of the County. Increases will be determined by the appropriate price index as approved by the Procurement Director or Designee. No Board action will be necessary for labor rate increases.

- Proposers shall declare that, to the best of their knowledge and experience with Federal and State reimbursement procedures and requirements, that all proposed costs and payment methods are reasonable and customary for the service listed.

**Tab 5, Surveys of Past Performance (10 Points)**

- Provide reference surveys from past clients for the projects identified under Tab 2.
- Completed surveys. (See Exhibit 1) Procurement will take the average of all surveys and score as follows:
  - Average Score between 9-10 (10 Points)
  - Average Score between 7-8 (8 Points)
  - Average Score between 5-6 (6 Points)
  - Average Score between 3-4 (4 Points)
  - Average Score between 1-2 (2 Points)
  - Average Score of 0 (0 Points)

**EVALUATION CRITERIA AND SELECTION PROCESS**

Proposals will be evaluated in accordance with this section and all applicable County procurement policies and procedures.

The County shall appoint a selection committee (the "Selection Committee") that will be responsible for evaluating and scoring/ranking the Proposals in accordance with this Section.

The County will use a competitive selection process based on the Elevation Levels described in this Section. At Elevation Levels 2 and 3, the Selection Committee will score and/or rank the Proposals as applicable.

Selection of a final Proposal will be based upon the following steps and factors:

**Elevation Level 1 (Procurement Requirements Assessment)**

The County Procurement Division shall review all Proposals for conformance with RFP guidelines and detailed submittal requirements. At the County's discretion, non-conforming Proposals may be eliminated from further consideration and conforming Proposals shall be elevated to Elevation Level 2.

Procurement will distribute Proposals and evaluation criteria to the Selection Committee.

The Selection Committee may convene to review questions that arise during individual member review of submitted Proposals before Elevation Level 2 to allow for questions, clarifications, explanations, or other discussion to be held before the review of Proposals is completed.

### **Elevation Level 2 (Selection Committee Evaluation)**

Procurement shall score each Proposal on the following evaluation criteria:

- Compensation (Tab 4)- 10 points
- Surveys of Past Performance (Tab 5)-10 points

Subtotal Points-20 Points

by the process stated under each corresponding Tab description

Each Selection Committee member shall score each Proposal on the following evaluation criteria:

- Experience and Expertise (Tap 2)-40 points
- Approach and Methodology (Tab 3)-40 points

Subtotal Points-80 points

by the following process:

Each Selection Committee member shall determine which of the following descriptions applies to each of the foregoing evaluation criteria:

**EXCELLENT (1.0):** Of the highest or finest quality; exceptional; superior; superb; exquisite; peerless. The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited an exceptional and superior degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver far beyond expectation.

**VERY GOOD (0.8):** To a high degree; better than or above competent and/or skillful.

The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a very high degree of understanding, skill, and competency, both qualitatively

and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver beyond expectation.

**GOOD (0.6):** Having positive or desirable qualities; competent; skilled; above average. The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a skillful and above-average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at the expected level.

**FAIR (0.4):** Average; moderate; mediocre; adequate; sufficient; satisfactory; standard. The Proposer provided information for a given criteria that satisfied the requirements and described sufficiently how and what will be accomplished in a manner that exhibited an adequate and average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a level slightly below expectation.

**POOR (0.2):** Inadequate; lacking; inferior in quality; of little or less merit; substandard; marginal.

The Proposer provided information for a given criteria that did not satisfy the requirements and described in an inadequate manner how and what will be accomplished. The information provided simply reiterated a requirement, contained inaccurate statements or references, lacked adequate information, or was of inferior quality. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a substandard and inferior level.

**UNACCEPTABLE (0.0):**

The Proposer failed to provide any information for a given criteria, provided information that could not be understood, or did not provide the information for a given category as requested.

After a Selection Committee member has determined the description applicable for each evaluation criterion, the total points available for such criterion shall be multiplied by the factor associated with the applicable description to produce the number of points allocated for that evaluation criterion. For example, a Selection Committee member classifies the "Experience and Expertise" criterion (which shall be worth 25 points for the purpose of this example) as "Very Good" (which is a description factor multiplier of 0.8). The points that Selection Committee member allocated for that evaluation criterion would be 20, calculated as follows: 25 available points x 0.8 applicable description factor multiplier = 20 points.

A Selection Committee member's total score for each Proposal shall equal the sum of the total points allocated for each evaluation criteria.

When all Selection Committee members have completed their Proposal evaluations, the individual Selection Committee member's total scores for each Proposal will be added together to produce a final score for each Proposal.

Procurement will confirm the calculations for the final score for each Proposal. Then, Procurement shall publish a rank-ordered listing of the Proposals to the Selection Committee with the Proposal receiving the highest point as the highest-ranked Proposal.

If the Selection Committee decides to interview Proposers based on the final scores, then at a minimum the Selection Committee shall elevate the two highest-ranked Proposers to Elevation Level 3 for interviews. If the Selection Committee decides not to interview Proposers, they will collectively decide if they would like to recommend the Board, or if applicable the County Manager authorize staff to enter into Contract Negotiations with all Proposers, starting with the highest scoring Proposer. After Board or County Manager approval, as applicable, to authorize staff to negotiate a contract, the Proposers will then be elevated to Elevation Level 4 for contract negotiations.

The determination of whether the County Manager may authorize negotiations, without further approval of the Board, is contingent upon whether the anticipated cost of the agreement exceeds \$100,000. The County Manager may authorize contract negotiations for contracts which are not anticipated to exceed \$100,000 in total.

### **Elevation Level 3 (Proposer Interviews)**

The Selection Committee shall conduct interviews of the Proposers that it has elevated from Elevation Level 2 to Elevation Level 3. During an interview, elevated Proposers shall make a presentation describing the key elements of their Proposal and/or address any specific topics the Selection Committee may determine necessary. The Selection Committee members will have an opportunity to inquire about any aspect of the RFP and the Proposer's Proposal. After all elevated Proposer interviews, each Selection Committee member shall evaluate each Proposer with emphasis on the following:

Proposer interview and presentation focusing on the key elements of their presentation and answers to questions of the Selection Committee.

After the interviews, each Selection Committee member will individually rank the Proposers in numerical order beginning at number 1 for the highest-ranked Proposer. Procurement shall receive and compile each Selection Committee member's ranking of each Proposer, and then publish a rank-ordered listing of Proposers to the Selection Committee, based on the combined average rankings given each Proposer. The Selection Committee members will then collectively decide if they would like to recommend the Board, or if applicable the County manager, authorize staff to enter into Contract Negotiations with all Proposers elevated to Proposer Interviews, starting with the highest-ranked Proposer. After Board or County Manager approval, as applicable, to authorize staff to negotiate a contract, the highest-ranked Proposer will then be elevated to Elevation Level 4, Contract Negotiations.

The determination of whether the County Manager may authorize negotiations, without further approval of the Board, is contingent upon whether the anticipated cost of the agreement exceeds \$100,000. The County Manager may authorize contract negotiations for contracts which are not anticipated to exceed \$100,000 in total.

### **Elevation Level 4 (Contract Negotiations)**

If a Proposer is elevated to this level, the User division, with the assistance of the Procurement and the County Attorney's Office, shall negotiate an Agreement with the elevated Proposer.

If after negotiating for a reasonable time period the parties cannot agree on a contract, the County shall, in its sole discretion, terminate further contract negotiations with that Proposer. Procurement shall notify the Selection Committee that contract negotiations with the elevated Proposer have terminated. The Selection Committee shall then determine whether to enter into contract negotiations with the next-highest-ranked Proposer, and so on. If the Selection Committee decides not to recommend contract negotiations with the next-highest-ranked Proposer, and so on, or if the County determines there is no other Proposer with whom the County can successfully negotiate a contract, then the RFP Selection Process shall terminate.

After contract negotiations with a Proposer are successfully completed pursuant to Elevation Level 4, the Selection Committee shall recommend to the Board of County Commissioners or County Manager, as applicable, that it selects such Proposer to provide the services as outlined in the Agreement. The Board of County Commissioners or County Manager, as applicable, shall make the final decision whether the County shall enter into an Agreement with a Proposer.

The determination of whether the County Manager may execute a contract, without further Board approval, is contingent upon whether the cost of the agreement exceeds \$100,000. The County Manager may execute contracts that do not exceed \$100,000 in total.

## **GENERAL CONDITIONS**

### **BID OPENING**

Proposers may attend the Bid Opening in person or via conference call by dialing (646) 558-8656 and enter Meeting ID: 327 647 2818. A listing of all proposers will be posted to Procurement's website as soon as possible after bid opening.

### **COMMUNICATIONS**

After the issuance of any Request for Proposal, prospective proposers shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposal with the Board of County Commissioners, the County Manager, or any employee of Polk County other than the Procurement Director or as directed in the cover page of the Request for Proposal. This prohibition begins with the issuance of any Request for Proposal and ends upon execution of the final contract. Such communications initiated by a proposer shall be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

### **INSURANCE REQUIREMENTS**

The selected firm, if any, shall maintain, at all times, the following minimum levels of insurance and; shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below. Provide to the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. Polk County, a political subdivision of the State of Florida, shall be an additional named insured on all policies related to the project; excluding workers' compensation and professional liability. The Workers' Compensation and General Liability policies shall contain a waiver of subrogation in favor of Polk County. All insurance coverage shall be written with a company having an A.M. Best Rating of at least the "A" category and size category of VIII. The firm's deductible per line of coverage shall not exceed \$25,000 without the permission of the County. Policies that include Self Insured Retention will not be accepted. In the event of any failure by the firm to comply with the provisions; the County may, at its option, on notice to the firm suspend the project for cause until there is full compliance. Alternatively, the County may purchase such insurance at the firm's expense, provided that the County shall have no obligation to do so and if the County shall do so, the firm shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

Workers' Compensation and Employer's Liability Insurance providing statutory benefits, including those that may be required by any applicable federal statute:

Admitted in Florida

Yes

Employer's Liability	\$1,000,000
All States Endorsement	Statutory
Voluntary Compensation	Statutory

Commercial General Liability Insurance. \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations and Products/Completed Operations;

Broad Form Commercial General Liability Endorsement to include blanket contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted) and Broad Form Property Damage coverages;

Independent Contractors; Delete Exclusion relative to Collapse, Explosion and Underground Property Damage Hazards; Policy must include Separation of Insureds Clause.

Comprehensive Automobile Liability Insurance. \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including all owned, hired and non-owned vehicles.

Pollution Liability Insurance. \$1,000,000 including pollution due to automobile operations.

**INDEMNIFICATION**

Consultant, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County), protect and hold the County, and its officers, employees and agents, harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom) including, without limitation, those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Consultant to comply with applicable laws, rules or regulations, (ii) the breach by Consultant of its obligations under any Agreement with the County entered into pursuant to this solicitation, (iii) any claim for trademark, patent, or copyright infringement arising out of the scope of Consultant's performance or nonperformance of the Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Consultant, its professional associates,

subcontractors, agents, and employees; provided, however, that Consultant shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence. The obligations imposed by this Section shall survive the expiration or earlier termination of the Agreement.

#### **PUBLIC ENTITY CRIMES STATEMENT**

The Consultant declares and warrants that neither the Consultant nor any of the Consultant's affiliates, as that term is defined in Section 287.133, Florida Statutes, are subject to the restrictions in Section 287.133, Florida Statutes, regarding the commission of a public entity crime. If during the term of this Agreement, the Consultant or any affiliate is convicted of a public entity crime or is otherwise prohibited from performing work for or transacting business with the County pursuant to Section 287.133, Florida Statutes, then the Consultant shall be in material default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.

#### **EQUAL OPPORTUNITY/AFFIRMATIVE ACTION**

The County is an equal opportunity/affirmative action employer. The County is committed to equal opportunity employment effort; and expects Consultants that do business with the County to have a vigorous affirmative action program.

#### **WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH**

The County hereby notifies all Proposers that W/MBE's are to be afforded a full opportunity to participate in any request for proposal by the County and will not be subject to discrimination on the basis of race, color, sex or national origin.

#### **AFFIRMATION**

By submitting their proposal, the Proposer affirms that the proposal is genuine and not made in the interest of or on behalf of any undisclosed person, Consultant or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; the Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham proposal; the Proposer has not solicited or induced any person, Consultant or corporation to refrain from

submitting a proposal; and the Proposer has not sought by collusion to obtain for him/herself any advantage over other persons or over the County.

### **DEVELOPMENT COSTS**

Neither the County nor its representative(s) shall be liable for any expenses incurred in connection with preparation of a submittal to the RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

### **ADDENDA**

The County may record its responses to inquiries and any supplemental instructions in the form of written addenda. The addenda will be posted on the County's website at <https://www.polk-county.net/business/procurement/>. It is the sole responsibility of the proposers to check the website to ensure that all available information has been received prior to submitting a proposal.

### **CODE OF ETHICS**

If any proposer violates or is a party to a violation of the code of ethics of Polk County or the State of Florida, with respect to this proposal, such proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from bidding on any future proposals for work, goods, or services for the County.

### **DRUG FREE WORKPLACE**

Preference shall be given to businesses with Drug Free Workplace (DFW) programs. Whenever two or more proposals, which are equal with respect to price, quality and service, are received by the County for the procurement of commodities or contractual services, a proposal received from a business that has provided a statement that it is a DFW shall be given preference in the award process.

### **APPLICABLE LAWS AND COURTS**

This RFP and any resulting agreements shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, State of Florida or the Middle District of Florida, Hillsborough

County, Florida. The proposer shall comply with all applicable federal, state and local laws and regulations.

### **CONTRACT**

All contracts are subject to final approval of the Polk County Board of County Commissioners or County Manager, as applicable. Persons or Consultants which incur expenses or change position in anticipation of a contract prior to the Board's approval do so at their own risk.

### **PROPOSAL ACCEPTANCE PERIOD**

A proposal shall be binding upon the offeror and irrevocable by it for one hundred and twenty (120) calendar days following the proposal opening date. Any proposal in which offeror shortens the acceptance period may be rejected.

### **ADDITION/DELETION**

The County reserves the right to add to or delete any item from this proposal or resulting agreements when deemed to be in the best interest of the County.

**INVOICING AND PAYMENT:** The successful proposer shall submit a properly certified invoice to the County at the contract prices. **An original invoice shall be submitted to the appropriate User Division.** The proposer shall include the contract number and/or the purchase order number on all invoices. By submitting an invoice, the proposer's Project Manager or any authorized officer is attesting to the correctness and accuracy of all charges. Invoices will be processed for payment when approved by the appropriate Division's Project Manager or designee. The County's payment of an invoice shall not constitute evidence of the County's acceptance of the Proposers performance of the Service or the County's acceptance of any work.

### **PROPRIETARY INFORMATION**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposals and the submittals thereto are in the public domain. However, the proposers are required to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable

exempting law. Proposers should provide a redacted copy of proposal with submittal, or must provide within thirty (30) days from the Proposal due date.

All proposals received from proposers in response to this Request for Proposal will become the property of the County and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the County.

### **REVIEW OF PROPOSAL FILES**

In accordance with Chapter 119.071 of the Florida Statutes, the submittals received for this Request for Proposal are exempt from review for thirty (30) days after the Bid Opening Date or at Recommendation of Award, whichever event occurs first.

Should the RFP be cancelled and re-solicited for any reason, proposal submittals shall remain exempt from disclosure for a period not to exceed twelve (12) months or at Recommendation of Award of the subsequent solicitation.

**RFP PROTEST:** Any proposer desiring to file a protest, with respect to a recommended award of any RFP, shall do so by filing a written protest. The written protest must be in the possession of the Procurement Division within three (3) working days of the Notice of Recommended Award mailing date. All proposers who submitted a proposal will be sent a Notice of Recommended Award, unless only one proposal was received.

A copy of the protest procedures may be obtained from the Polk County Procurement Division or can be downloaded from the County's website at <https://www.polk-county.net/business/procurement/protest-procedures/>.

**FAILURE TO FOLLOW PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY POLK COUNTY, FLORIDA, SHALL CONSTITUTE A WAIVER OF THE PROPOSER'S RIGHT TO PROTEST AND ANY RESULTING CLAIM.**

### **UNAUTHORIZED ALIEN(S)**

The vendor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the

Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, the successful Consultant will complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

### **EMPLOYMENT ELIGIBILITY VERIFICATION (E-Verify)**

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit 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 this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

### **LIMITATIONS**

The County reserves the right to revise, amend or withdraw this proposal at any time to protect its interest. Proposers will not be compensated by the County for costs incurred in preparation of responses to this RFP.

**ATTORNEY'S FEES AND COSTS:** Each party shall be responsible for its own legal and attorney's fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorney's fees, costs and expenses incurred for any appellate or bankruptcy proceedings.

**Prohibition Against Considering Vendor Interests:** In accordance with Section 287.05701, Florida Statutes, the County may not (i) request documentation of or consider a Vendor's social, political, or ideological interests when determining if the Vendor is a responsible vendor; or (ii) give preference to a Vendor based on the Vendor's social, political, or ideological interests.

### **PUBLIC RECORD LAWS**

(a) The Consultant acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Consultant further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Consultant shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Consultant acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, 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 Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the County; and

(4) upon completion of this Agreement, 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 this Agreement, 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 this Agreement, the Consultant shall meet all applicable

requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

**(c) 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 AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

**RECORDS MANAGEMENT LIAISON OFFICER  
POLK COUNTY  
330 WEST CHURCH ST  
BARTOW, FL 33830  
TELEPHONE: (863) 534-7670  
EMAIL: RMLO@POLK-COUNTY.NET**

**Scrutinized Companies and Business Operations Certification; Termination.**

**A. Certification(s)**

(I) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(II) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Vendor further certifies to the County as follows:

(a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

### **SUPPLEMENTAL CONDITIONS**

**Breach During Emergency Recovery Period.** Pursuant to §252.505, Fla. Stat, in the event this Agreement concerns goods or services related to a natural emergency, Vendor agrees that if Vendor breaches this Agreement during the Emergency Recovery Period, then the County shall be entitled to (a) a payment of \$5000, and (b) recovery of damages, which may take the form of actual and consequential damages or liquidated damages. The term “Emergency Recovery Period” means a one-year period that begins on the date the Governor of Florida initially declared a state of emergency for a natural emergency. This provision shall survive the termination of this Agreement.

### **FEDERAL CLAUSES**

The County may seek funding reimbursement for all or a portion of the services provided under this Agreement from FEMA Public Assistance. In accordance with the federal procurement standards at 2 C.F.R. sections 200.317 through 200.327 the following clauses are incorporated in this bid, any resulting award with the prime Vendor, and any resulting contracts between the prime Vendor and sub-contractors and material suppliers. The following conditions are supplemental to the General Terms and Conditions. Where there is conflict, these Supplemental Conditions prevail unless the General Terms and Conditions are stricter.

### **Equal Employment Opportunity.** (Only applicable to construction bids)

During the performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available

to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

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

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

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

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract/Purchase Order or with any of the said rules, regulations, or orders, this contract/Purchase Order may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**Contract Work Hours and Safety Standards Act.**

(1) Overtime requirements. Neither the Contractor, nor any subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in

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

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

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

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

### **Clean Air Act and the Federal Water Pollution Control Act.**

#### **Clean Air Act**

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida Department of Economic Opportunity, US Department of Housing and Urban Development, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by US Department of Housing and Urban Development.

#### **Federal Water Pollution Control Act**

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Florida Department of Economic Opportunity, US Department of Housing and Urban Development, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by US Department of Housing and Urban Development.

**Debarment and Suspension. (Exhibit "A")**

(1) This Contract/Purchase Order is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Polk County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Florida Division of Management and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract or purchase order that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification (attached hereto as Exhibit "B"). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

**Procurement of Recovered Materials.**

(1) In the performance of this Contract/Purchase Order, the Contractor shall to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. Additionally, Consultants shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

### **Domestic Preference**

In accordance with 2 CFR §200.322, to the greatest extent practicable and consistent with law under a Federal award, the County must 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). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

(1) "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.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

### **Affirmative Action.**

In accordance with 2 CFR §200.321, the County is committed to taking all necessary steps to assure that minority businesses, women's business enterprises, veteran-owned businesses and labor surplus area firms are used when possible. The Contractor shall also take such affirmative steps in the selection of its subcontractors, laborers and materialmen. Affirmative steps include:

(1) Placing qualified small and minority businesses, women's business enterprises, and veteran-owned businesses on solicitation lists;

(2) Assuring that small and minority businesses, women's business enterprises, and veteran-owned businesses are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses,

women's business enterprises, and veteran-owned businesses;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, women's business enterprises, and veteran-owned businesses; and

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**Access to Records.** The following access to records requirements apply to this Purchase Order:

(1) The Contractor agrees to provide the Florida Department of Economic Opportunity, Polk County, the US Department of Housing and Urban Development Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Purchase Order for the purposes of making audits, examinations, excerpts, and transcriptions.

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

(3) The Contractor agrees to provide the US Department of Housing and Urban Development Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the Purchase Order."

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

**Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that US Department of Housing and Urban Development financial assistance will be used to fund the Purchase Order only. The Contractor will comply will all applicable federal law, regulations, executive orders, US Department of Housing and Urban Development policies, procedures, and directives.

**No Obligation by Federal Government.** The Federal Government is not a party to this Purchase Order and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from this Purchase Order.

**Program Fraud and False or Fraudulent Statements or Related Acts.**

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

**Default and Remedy**

Process. If the Contractor materially defaults in the timely performance of any Contract obligation, or if the Contractor is otherwise in material default of the Contract, including, without limitation, the Contractor's failure to timely deliver any portion, or the entirety, of the Project Work in accordance with the Contract documents, then the County shall have the right to (i) with or without terminating the Contract, immediately call in any bonds or other form of security, and engage other Contractors or providers at the

Contractor's sole cost and expense to provide those unperformed or deficient Contract obligations of the Contractor; (ii) set-off the monetary amount of any and all damages arising therefrom, whether direct or indirect, actual or liquidated, from the amounts due Contractor pursuant to the Contract documents, (iii) immediately terminate the Contract by delivering written notice to the Contractor, and (iv) pursue any and all remedies available in law, equity, and under the Contract, including, without limitation, the recovery of any increased cost to the County to complete the Project Work due to the loss of CDBG-MIT funding caused, directly or indirectly, by the Contractor's delay. Upon any such termination pursuant to this Section, the County shall pay the Contractor the full amount due and owing for all services properly performed through the date of the Contract termination, less any amount subject to the County's right of set-off, and all liability of the County to the Contractor shall cease.

**Certain Material Defaults.**

Among other matters, including without limitation, the Contractor's failure to timely deliver any portion, or the entirety, of the Project Work in accordance with the Contract documents, as described immediately above, any of the following shall constitute the Contractor's material default of the Contract: the appointment of a receiver to take possession of all or substantially all of the Contractor's assets, a general assignment by the Contractor for the benefit of creditors, or any action taken by or suffered by Contractor under any insolvency or bankruptcy act; or the Contractor is convicted of a public entity crime, is determined to have violated federal or state law prohibiting discrimination as stated in Section 287.134, Florida Statutes, or is prohibited from performing work for or transacting business with the County pursuant to Section 287.133 or to Section 287.134, Florida Statutes; or an assignment of the Contract made without the express written consent of the County; or the submission of a false certification to the County or engagement in prohibited business operations, both as described in the Contract Documents.

**Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

In accordance with 2 CFR §200.216 and Appendix II to Part 200, subsection (K), no funding or services provided pursuant to or in connection with this Contract, shall in any way be used to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems 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. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

**Proposers Incorporation Information**  
(Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: \_\_\_\_\_

DBA/Fictitious Name (if applicable): \_\_\_\_\_

TIN #: \_\_\_\_\_

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

City: \_\_\_\_\_

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

Zip Code: \_\_\_\_\_

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

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Cell Phone Number: \_\_\_\_\_

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

Type of Organization (select one type)

- Sole Proprietorship
- Partnership
- Non-Profit
- Sub Chapter
- Joint Venture
- Corporation
- LLC
- LLP
- Publicly Traded
- Employee Owned

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

The Successful vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.

**Drug-Free Workplace Form**  
(Submittal Page)

The undersigned vendor in accordance with Florida Statue 287.087 hereby certifies that, (Name of the Business): \_\_\_\_\_ does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation programs, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under this RFP a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under this RFP, 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 of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require 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. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor Signature: \_\_\_\_\_

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

**EXHIBIT 1**  
**DETAILED INSTRUCTIONS ON HOW TO PREPARE AND SEND**  
**PERFORMANCE SURVEYS**

The objective of this process is to identify the past performance of the Consultant submitting a proposal package. This is accomplished by sending survey forms to past customers. The customers should return the forms directly to the Consultant. The Consultant is to include all surveys in their proposal package.

**Sending the Survey**

The surveys shall be sent to all clients for whom the Consultant has identified under Tab 2. Surveys should correlate to all projects identified under Tab 2.

If more surveys are included, Procurement will only use those identified under Tab 2.

1. The Consultant shall complete the following information for each customer that a survey will be sent

CLIENT NAME	Name of the company that the work was performed for (i.e. Hillsborough County).
FIRST NAME	First name of the person who will answer customer satisfaction questions.
LAST NAME	Last name of the person who will answer customer satisfaction questions.
PHONE NUMBER	Current phone number for the reference (including area code).
EMAIL ADDRESS	Current email address for the reference.
PROJECT NAME	Name of the project (Monitoring Services for Hillsborough County Hurricane Milton), Etc.
COST OF SERVICES	Cost of services (\$1,000,000)
DATE COMPLETE	Date when the services were completed. (i.e. 5/31/2023)

2. The Consultant is responsible for verifying that their information is accurate prior to submission for references.

3. The survey must contain different services/projects. You cannot have multiple people evaluating the same job. However, one person may evaluate several different jobs.

4. The past projects can be either completed or on-going.

5. The past client/owner must evaluate and complete the survey.

### **Preparing the Surveys**

1. The Consultant is responsible for sending out a performance survey to the clients that have been identified under Tab 2. The survey can be found on the next page.
2. The Consultant should enter the past clients' contact information, and project information on each survey form for each reference. The Consultant should also enter their name as the Consultant being surveyed.
3. The Consultant is responsible for ensuring all references/surveys are included in their submittal under Tab 5
4. Polk County Procurement may contact the reference for additional information or to clarify survey data. If the reference cannot be contacted, there will be no credit given for that reference.

**Survey Questionnaire – Polk County  
RFP 26-012, Disaster Debris Monitoring Services**

To: \_\_\_\_\_ (Name of Person completing survey)  
 \_\_\_\_\_ (Name of Client Company/Consultant)  
 Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Subject: Past Performance Survey of Similar work:

Project name: \_\_\_\_\_

Name of Vendor being surveyed: \_\_\_\_\_

Cost of Services: Original Cost: \_\_\_\_\_ Ending Cost: \_\_\_\_\_

Contract Start Date: \_\_\_\_\_ Contract End Date: \_\_\_\_\_

**Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.**

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	
3	Quality of workmanship	(1-10)	
4	Professionalism and ability to manage	(1-10)	
5	Ability to communicate with Debris Removal Contractor	(1-10)	
6	Ability to communicate with Client's staff	(1-10)	
7	Ability to resolve issues promptly	(1-10)	
8	Ability to follow protocol	(1-10)	
9	Ability to maintain proper documentation	(1-10)	
10	Close out process	(1-10)	
11	Overall Client satisfaction and comfort level in hiring	(1-10)	

Printed Name of Evaluator \_\_\_\_\_

Signature of Evaluator: \_\_\_\_\_

Please fax or email the completed survey to: \_\_\_\_\_

**AFFIDAVIT CERTIFICATION IMMIGRATION LAWS**

SOLICITATION NO.: RFP 26-012, Disaster Debris Monitoring Services

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONSULTANT WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) (SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONSULTANT OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ (name) as \_\_\_\_\_ (title of officer) of \_\_\_\_\_ (entity name), on behalf of the company, who  is personally known to me or  has produced \_\_\_\_\_ as identification.

Notary Public Signature: \_\_\_\_\_

Printed Name of Notary Public: \_\_\_\_\_

Notary Commission Number and Expiration: \_\_\_\_\_

(AFFIX NOTARY SEAL)

**EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION**  
(Florida Statutes, Section 448.095)

PROJECT NAME: \_\_\_\_\_

The undersigned, as an authorized officer of the contractor identified below (the “Contractor”), having full knowledge of the statements contained herein, hereby certifies to Polk County, a political subdivision of the State of Florida (the “County”), by and on behalf of the Contractor in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Contractor and the County on or about the date hereof, whereby the Contractor will provide labor, supplies, or services to the County in exchange for salary, wages, or other remuneration (the “Contract”), as follows:

1. Unless otherwise defined herein, terms used in this Certification which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

2. Pursuant to Section 448.095(5), Florida Statutes, the Contractor, and any subcontractor under the Contract, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor or subcontractor. The Contractor acknowledges and agrees that (i) the County and the Contractor may not enter into the Contract, and the Contractor may not enter into any subcontracts thereunder, unless each party to the Contract, and each party to any subcontracts thereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security’s E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of the Contract, and the County may treat a failure to comply as a material breach of the Contract.

3. By entering into the Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit 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. Failure to comply will lead to termination of the Contract, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095, Fla. Stat., by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of the Contract. Nothing in this Certification shall be construed to allow intentional discrimination of any class protected by law.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**ATTEST:**

**CONTRACTOR:**

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

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

PRINTED NAME: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

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

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

**EXHIBIT "A"**

**CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS**

**For all awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, the Offeror must complete and sign the following:**

The Offeror certifies, to the best of its knowledge and belief, that-

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Polk County, a political subdivision of the State of Florida (the "County"). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Florida Division Emergency Management, the County, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SIGNATURE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

**EXHIBIT “B”**

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

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

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned \_\_\_\_\_ (Contractor) certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor’s Authorized Official \_\_\_\_\_

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

Date \_\_\_\_\_

**Draft Agreement**  
**Disaster Debris Monitoring Services**

**THIS AGREEMENT** (the "Agreement") is entered into as of the Effective Date (defined in Section 1, below) by and between Polk County (the "County"), a political subdivision of the State of Florida, situated at 330 W. Church Street, Bartow, Florida, 33830, and \_\_\_\_\_ (the "Consultant"), a \_\_\_\_\_ corporation, at \_\_\_\_\_, and whose Federal Employer Identification Number is \_\_\_\_\_.

**WHEREAS**, the Consultant has considerable expertise in debris removal monitoring services; and

**WHEREAS**, the County desires to employ the Consultant to provide disaster debris removal monitoring services; and

**WHEREAS**, the County has solicited for these consultant services via an advertised request for proposal ("RFP 26-012") and has received numerous responsive proposals thereto; and

**WHEREAS**, after review and consideration of all responsive proposals, the County intends to engage the Consultant to provide it the disaster debris monitoring services; and

**WHEREAS**, the Consultant is able and agreeable to providing the County the services and represents that it is competent, qualified, capable and prepared to do so according to the terms and conditions stated herein;

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth herein, the County and the Consultant hereby agree, as follows:

**1.0 Effective Date; Term**

1.1 This Agreement shall take effect on the date (the "Effective Date") of its execution by the County.

1.2 The term of this Agreement shall be for a five (5) year time period, commencing upon the Effective Date and remaining in full force and effect thereafter, unless otherwise sooner terminated as provided herein.

**2.0 Consultant Services**

2.1 The County does hereby retain the Consultant to furnish those services and to perform those tasks (collectively, the "Services") as further described in (i) the County's Request for Proposals RFP #26-012, to include all attachments and addenda, and (ii) the Consultant's responsive proposal thereto (collectively, (i) and (ii) are "RFP 26-012"), all of which are

incorporated into this Agreement by this reference, attached hereto as a composite Exhibit "A" and made a part of this Agreement.

2.2 Consultant shall perform the services described in the Scope of Services section of RFP 26-012, as those Services may be further specifically designated and authorized by the County in a separate written Notice to Proceed the County will deliver to the Consultant prior to the Consultant's commencement of the Services required in association with the County's clean-up and recovery from a particular disaster or emergency event. The form for the Notice-to-Proceed shall be substantially in the form provided on Exhibit "E" which is attached hereto and made a part of this Agreement.

2.3 The County will contact and coordinate with the Consultant prior to issuing a Notice to Proceed for a disaster or emergency event. The Consultant will provide the name(s) of the supervisor(s)\liaison officer who will be primarily responsible for the Consultant providing the required Services. Additionally, before the Notice-To-Proceed is issued the Consultant will deliver to the County a performance bond in the form provided on Exhibit "D" which is attached hereto and made a part hereof in an amount to be reasonably determined by the County but which will not be less than \$500,000.00. The actual bond amount will be determined based upon the estimated costs of the Services required as a consequence of the particular disaster or emergency event.

2.4 The Consultant acknowledges that the County has engaged a secondary vendor and may engage a tertiary vendor to provide the Services described in RFP 20-299 should the County determine in its sole and absolute discretion that the Consultant may, is or will be unable to perform the full scope of work of a particular project within the time period the County requires all such work to be completed.

### **3.0 Compensation**

#### **3.1 General**

3.1.1 In consideration for its providing the Services, during the Agreement Term the County shall pay the Consultant a fee that shall not exceed the amounts stated in Exhibit "B", which is attached hereto and made a part of this Agreement (the "Compensation Schedule"). The Compensation Schedule identifies all billable services pursuant to this Agreement and the associated amount the County will pay the Consultant for Services performed. The County is not obligated to pay the Consultant a fee for any work performed or Services provided not listed

on the Compensation Schedule. The rates shown on the Compensation Schedule may be increased annually by written authorization of the Procurement Director following the one year anniversary of the Effective Date, when it is in the best interest of the County. Rate increases will be determined by the appropriate price index as approved by the Procurement Director. No action by the Board of County Commissioners will be necessary for such rate increases

3.1.2 At its option the County may choose to engage the Consultant to perform additional, related consulting services beyond the scope of the Services for which the County shall pay the Consultant in accordance with the rates set forth in the Compensation Schedule.

3.1.3 All the Consultant's invoices for payment must reference the Agreement and must be submitted using a form approved by the County Auditor.

3.1.4 The Consultant shall attach all appropriate cost substantiations to the invoice and shall deliver the invoices to:

Roads and Drainage Division  
3000 Sheffield Road  
Winter Have, FL 33880

3.1.5 The Consultant will clearly state "Final Invoice" on the Consultant's final/last billing for the Services rendered to the County. The Consultant's submission of a Final Invoice is its certification that all Services have been properly performed and all charges and costs have been invoiced to the County. This account will be closed upon the County's receipt of a Final Invoice. The Consultant hereby waives any charges not properly included on its Final Invoice.

3.1.6 The County's payment of the Final Invoice shall not constitute evidence of the County's acceptance of the Consultant's performance of the Service or the County's acceptance of any work.

3.1.7 By its submission of an invoice, the Consultant's project manager or designated payroll officer shall be deemed to be attesting to the correctness and accuracy of all charges and requested reimbursements stated in such invoice.

3.1.8 The Consultant's requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement shall be reimbursed per the County's Reimbursable Schedule that is attached as Exhibit "C" and made a part of this Agreement. The Consultant's requests for payment shall include copies of paid receipts, invoices or other

documentation acceptable to the County's Auditor. To qualify for reimbursement, the Consultant's documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Services performed in accordance with this Agreement

#### **4.0 Consultant's Responsibilities**

4.1 The Consultant shall be responsible for the professional quality, accuracy, competence, methodology, and the coordination of all Services performed pursuant to this Agreement.

4.2 The County's review, approval, acceptance, or payment for any of the Consultant's Services shall not be construed to: (i) operate as a waiver of any rights the County possesses under this Agreement; or (ii) waive or release any claim or cause of action arising out of the Consultant's performance or nonperformance of this Agreement. The Consultant shall be and will always remain liable to the County in accordance with applicable law for any and all damages to the County caused by the Consultant's negligent or wrongful performance or nonperformance of any of the Services to be furnished under this Agreement.

#### **5.0 Ownership of Documents**

All analyses, reference data, bills, completed reports, or any other form of written instrument or document created or resulting from the Consultant's performance of the Services pursuant to this Agreement shall become the property of the County after payment is made to the Consultant for such instruments or documents.

#### **6.0 Termination**

6.1 The County may terminate this Agreement, in whole or in part, at any time, either for the County's convenience or because of the failure of the Consultant to fulfill its obligations under this Agreement, subject to the cure period provided in Section 26.0, by delivering written notice to the Consultant. Upon receipt of such notice, the Consultant shall:

6.1.1 Immediately discontinue all affected Services unless the notice directs otherwise, and

6.1.2 Deliver to the County all data, reports, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process.

6.2 Unless in dispute or subject to the County's right of set-off or other remedy, the Consultant shall be paid for Services actually rendered to the date of termination.

6.3 The rights and remedies of the County provided for in this Section 6 are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

**7.0 No Contingent Fees**

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

**8.0 Assignment**

The Consultant shall not assign, transfer, or encumber this Agreement, or any interest herein, under any circumstances, without obtaining the prior written consent of the County, which consent may be withheld in the County's exercise of its reasonable discretion.

**9.0 Professional Associates and Subcontractors**

If the Consultant requires the assistance of any professional associates or subcontractors in connection with its providing the Services the Consultant must obtain the prior express written approval of the County, which the County may withhold in its discretion, before any such professional associate or subcontractor may perform any work for the County. If after obtaining the County's approval the Consultant utilizes any professional associates or subcontractors in the delivery of the Services then the Consultant shall remain solely and fully liable to the County for the performance or nonperformance of all such professional associates and subcontractors. The failure of a professional associate or subcontractor to timely or properly perform any of its obligations to the Consultant shall not relieve the Consultant of its obligations to the County under this Agreement.

**10.0 Indemnification of County**

Consultant, to the maximum extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County) protect and hold the County, and its officers, employees and

agents harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses (including, without limitation, attorneys' fees costs and expenses incurred during negotiation, through litigation and all appeals therefrom) whatsoever including, but not limited, to those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Consultant to comply with applicable laws, rules or regulations, (ii) the breach by Consultant of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Consultant's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Consultant, its professional associates, subcontractors, agents, and employees provided, however, that Consultant shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence.

#### **11.0 Insurance Requirements**

The Consultant shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below. The Consultant shall provide the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. The County shall be named as an additional insured on General and Automobile Liability policies. General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of Polk County. The commercial General Liability Policy shall (by endorsement if necessary) provide contractual liability coverage for the contractual indemnity stated in Section 10, above. All insurance coverage shall be written with a company having an A.M. Best rating of at least the "A" category and size category of VIII. The Consultant's self-insured retention or deductible per line of coverage shall not exceed \$25,000 without the permission of the County. In the event of any failure by the Consultant to comply with the provisions of this Section 11, the County may, at its option, upon notice to the Consultant suspend Consultant's performance of the Services for cause until there is full compliance. Alternatively, the County may purchase such insurance at the Consultant's expense, provided that the County shall have no obligation to do so and if the County shall do so, the Consultant shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

Comprehensive Automobile Liability Insurance. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

Commercial General Liability. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations:

Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

Independent Contractors:

Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

Workers Compensation. The Consultant shall provide, pay for, and maintain workers compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

Pollution Liability Insurance: \$1,000,000 including pollution due to automobile operations.

Employer's Liability. \$1,000,000.

## 12.0 **Public Entity Crimes**

The Contractor declares and warrants that neither the Contractor nor any of the Contractor's affiliates, as that term is defined in Section 287.133, Florida Statutes, are subject to the restrictions in Section 287.133, Florida Statutes, regarding the commission of a public entity crime. If during the term of this Agreement, the Contractor or any affiliate is convicted of a public entity crime or is otherwise prohibited from performing work for or transacting business with the County pursuant to Section 287.133, Florida Statutes, then the Contractor shall be in material

default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.

**13.0 Non-Discrimination**

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

**14.0 Designation of Party Representatives**

14.1 Upon receipt of a request from the Consultant, the County shall designate in writing one or more of its employees who are authorized to act by and on behalf of the County to transmit instructions, receive information and interpret and define the County's policy and decisions with respect to the Services to be provided pursuant to this Agreement.

14.2 The Consultant shall designate or appoint one or more Consultant representatives who are authorized to act on behalf of and to bind the Consultant regarding all matters involving the conduct of its performance pursuant to this Agreement.

**15.0 All Prior Agreements Superseded**

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document or its designated exhibits. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

**16.0 Modifications, Amendments or Alterations**

No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless agreed to and executed in writing by both parties to this Agreement in a form acceptable to the County.

**17.0 Independent Contractor**

Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting the Consultant (including its officers, employees, and agents) as the agent, representative, or employee of the County for any purpose, or in any manner, whatsoever. The Consultant is to be and shall remain forever an independent contractor with respect to all Services performed under this Agreement. The Consultant shall not pledge the County's credit or make the County a guarantor

of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and the Consultant shall have no right to speak for or bind the County in any manner.

#### 18.0 Public Records Law

(a) The Contractor acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Contractor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Contractor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Contractor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, 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 Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and

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

**(c) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

**RECORDS MANAGEMENT LIAISON OFFICER  
POLK COUNTY  
330 WEST CHURCH ST.  
BARTOW, FL 33830  
TELEPHONE: (863) 534-7670  
EMAIL: [RMLO@POLK-COUNTY.NET](mailto:RMLO@POLK-COUNTY.NET)**

**19.0 Compliance with Laws and Regulations**

In providing all Services pursuant to this Agreement, the Consultant shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such Services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the County to terminate this Agreement immediately upon delivery of written notice of termination to the Consultant.

**20.0 Governing Law and Venue**

This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida. Each party shall be responsible for its own attorneys' fees and other legal costs and expenses.

**21.0 Notices**

Whenever either party desires to give notice unto the other, it must be given by written notice, delivered (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service, and addressed to the party for whom it is intended at the place last specified by each party. The place for giving of notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Section 21. For the present, the parties designate the following as the respective places for giving of notice, to wit:

**For County:** Roads & Drainage Division  
3000 Sheffield Road  
Winter Haven, FL 33880

**For Consultant:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

**22.0 Severability**

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement; any

void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

### **23.0 Annual Appropriations**

Consultant acknowledges that during any fiscal year the County shall not expend money, incur any liability, or enter into any agreement which by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Accordingly, any agreement, verbal or written, the County may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The County may enter into agreements whose duration exceeds one year; however, any such agreement shall be executory only for the value of the services to be rendered which the County agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the County's performance and obligation to pay the Consultant under this Agreement is contingent upon annual appropriations being made for that purpose.

### **24.0 Employment Eligibility Verification (E-VERIFY)**

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit 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 this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor

knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

## **25.0 Consultant Representations**

25.1 The Consultant hereby represents and warrants the following to the County:

25.1.1 Consultant is a \_\_\_\_\_ corporation that is duly organized and existing in good standing under the laws of the State of \_\_\_\_\_ with full right and authority to do business within the State of Florida.

25.1.2 Consultant's performance under this Agreement will not violate or breach any contract or agreement to which the Consultant is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation.

25.1.3 Consultant has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

25.1.4 Consultant now has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

25.1.5 Consultant has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

25.1.6 Consultant has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

25.1.7 Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

25.1.8 Consultant shall, at no additional cost to County, re-perform those Services which fail to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement.

25.1.9 Each individual executing this Agreement on behalf of the Consultant is authorized to do so.

**26.0 Default and Remedy**

If the Consultant materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the Consultant receives written notice of the default from the County, then the County shall have the right to (i) immediately terminate this Agreement by delivering written notice to the Consultant, and (ii) pursue any and all remedies available in law, equity, and under this Agreement. If the County materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the County receives written notice of the default from the Consultant, then the Consultant shall have the right to immediately terminate this Agreement by delivering written notice to the County. Upon any such termination, the County shall pay the Consultant the full amount due and owing for all Services performed through the date of Agreement termination.

**27.0 Limitation of Liability**

**IN NO EVENT, SHALL THE COUNTY BE LIABLE TO THE CONSULTANT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.**

**28.0 Waiver**

A waiver by either County or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach of this Agreement. The making or acceptance of a payment by either party with the knowledge of the other party's existing default or breach of the Agreement shall not waive such default or breach, or any subsequent default or breach of this Agreement, and shall not be construed as doing so.

**29.0 Attorneys' Fees and Costs**

Each party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this

Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

### **30.0 Force Majeure**

Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

### **31.0 Key Personnel**

The Consultant shall notify the County if any of the Consultant's Key Personnel (as defined, below) change during the Term of the Agreement. To the extent possible, the Consultant shall notify the County at least ten (10) days prior to any proposed change in its Key Personnel. At the County's request the Consultant shall remove without consequence to the County any of

the Consultant’s contractors, sub-contractors, sub-consultants, agents or employees and replace the same with an appropriate substitute having the required skill and experience necessary to perform the Services. The County shall have the right to reject the Consultant’s proposed changes in Key Personnel. The following individuals shall be considered “Key Personnel:”

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

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

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

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

**32.0 Scrutinized Companies and Business Operations Certification; Termination.**

**A. Certification(s).**

(i) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(ii) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Vendor further certifies to the County as follows:

(a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

**B. Termination.** In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

**33. No Construction Against Drafter**

The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

**34. Unauthorized Alien(s)**

The Consultant shall not employ or utilize unauthorized aliens in the performance of the Services provided pursuant to this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a) and a cause for the County's unilateral termination of this Agreement. When delivering executed counterparts of this Agreement to the County, the Consultant shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

**(THE REMAINDER OF THE PAGE IS LEFT INTENTIONALLY BLANK;  
THE AGREEMENT CONTINUES ON THE FOLLOWING PAGE  
WITH THE PARTIES SIGNATURES.)**



ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF \_\_\_\_\_ County OF \_\_\_\_\_

The foregoing instruments was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ (Date) by \_\_\_\_\_ (Name of officer or agent) as \_\_\_\_\_ (title of officer or agent) of the Company on behalf of the Company, pursuant to the powers conferred upon him/her by the Company.

He/she personally appeared before me at the time of notarization, and  is personally known to me or  has produced \_\_\_\_\_ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ (Date)

\_\_\_\_\_  
(Official Notary Signature and Notary Seal)

\_\_\_\_\_  
(Name of Notary typed, printed or stamped)

Commission Number \_\_\_\_\_ Commission Expiration Date \_\_\_\_\_

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF \_\_\_\_\_ 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) as \_\_\_\_\_ (title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her by the Corporation.

He/she personally appeared before me at the time of notarization, and  is personally known to me or  has produced \_\_\_\_\_ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ (Date)

\_\_\_\_\_  
(Official Notary Signature and Notary Seal)

\_\_\_\_\_  
(Name of Notary typed, printed or stamped)

Commission Number \_\_\_\_\_ Commission Expiration Date \_\_\_\_\_

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF \_\_\_\_\_ County OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ (Date) By \_\_\_\_\_

(Name of acknowledging) who personally appeared before me at the time of notarization, and  is personally known to me or  has produced \_\_\_\_\_ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ (Date)

\_\_\_\_\_  
(Official Notary Signature and Notary Seal)

\_\_\_\_\_  
(Name of Notary typed, printed or stamped)

Commission Number \_\_\_\_\_ Commission Expiration Date \_\_\_\_\_

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF \_\_\_\_\_ County OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ (Date) by \_\_\_\_\_ (Name of acknowledging partner or agent) on behalf of \_\_\_\_\_ a partnership.

He/She personally appeared before me at the time of notarization, and  is personally known to me or  has produced \_\_\_\_\_ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ (Date).

\_\_\_\_\_  
(Official Notary Signature and Notary Seal)

\_\_\_\_\_  
(Name of Notary typed, printed or stamped)

Commission Number \_\_\_\_\_ Commission Expiration Date \_\_\_\_\_

## ATTACHMENT A

I understand that the terms, conditions and pricing within this contract may be used by any of the public agencies located within Polk County.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

## ATTACHMENT “B” COMPENSATION SCHEDULE

### Hourly Labor Rates for Disaster Debris Monitoring Services

CONTRACTOR will be compensated on the actual hours of services furnished multiplied by the rates listed in Table 1 below.

**Table 1: Hourly Labor Rates**

Labor Category	Hourly Rate
Principal-in-Charge	
Project Manager	
Deputy Project Manager	
Operations Manager	
FEMA Coordinator	
Field Supervisor	
Scheduling/Routing Managers	
GIS Operator	
Disposal Site Monitor	
Collection Monitor	
Citizen Drop-off Site Monitor	
Billing/Invoicing/Data Manager	
Load Ticket Data Entry Clerk	
Project Coordinator	
Principal Public Assistance Advisor	
Senior Public Assistance Manager	
Public Assistance Analyst	

In accordance with 2 CFR 200.318, Hourly labor rates shall be direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, travel (mileage, lodging, per diem, etc.), and profit.

Reimbursable costs are allowed if pre-approved to by the County. These costs are limited to office equipment/supplies, office space, cameras, GPS equipment, safety equipment and any other items requested by the County that is not part of the normal work function.

Subcontractor services will be reimbursed at actual costs.

**\*For items not listed, the County will only pay FEMA approved rates**

**\*\*Hourly rates cannot exceed FEMA approved rates**



# FEMA

## DISASTER ASSISTANCE POLICY

**I. TITLE: Hazardous Stump Extraction and Removal Eligibility**

**II. DATE: MAY 15 2007**

**III. PURPOSE:**

Establish criteria used to reimburse applicants for removing eligible hazardous stumps from public or, where authorized, private property.

**IV. SCOPE AND AUDIENCE:**

The policy is applicable to all major disasters and emergencies declared on or after the date of publication. It is intended for all personnel involved in the administration and execution of the Public Assistance Program, including applicants.

**V. AUTHORITY:**

Sections 403 and 407 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5206, as amended.

**VI. BACKGROUND:**

Public Assistance regulations authorize reimbursement for the removal of debris from public and private land when it is in the public interest. Such removal is in the public interest when it is necessary to: eliminate immediate threats to life, public health and safety, or eliminate immediate threats of significant damage to improved public or private property; or to ensure economic recovery of the affected community to the benefit of the community at large. Trees that are uprooted during a disaster event such that all or part of their roots are exposed may pose an immediate threat to public health and safety.

**VII. POLICY:**

A. When a disaster event uproots a tree or stump (i.e., 50% or more of root ball is exposed) on a public right-of-way, improved public property or improved property owned by certain private nonprofit organizations, and the exposed root ball poses an immediate threat to life, public health and safety, FEMA may provide supplemental assistance to remove, transport, dispose, and provide fill for the root cavity of an eligible uprooted tree or stump. The Federal Emergency Management Agency (FEMA) will reimburse applicants reasonable costs for this type of work only when uprooted stumps are more than 24 inches in diameter (measured two feet from the ground), with the consensus of the Applicant and the State, and is approved in



# FEMA

## DISASTER ASSISTANCE POLICY

DAP9523.11

advance by FEMA, using the attached Hazardous Stump Worksheet.

1. If it is necessary to remove an uprooted stump before it can be inspected by FEMA because it poses a threat that must be dealt with immediately, the applicant must submit documentation, to FEMA including photographs, that establishes its location on public property, specifics on the threat, stump diameter measured two feet up the trunk from the ground, quantity of material to fill the hole, and any special circumstances.

2. FEMA will reimburse applicants for extraction, transport and disposal of stumps with a diameter of 24 inches or smaller at the unit cost rate for regular vegetative debris, using the attached Stump Conversion Table, as such stumps do not require special equipment.

3. FEMA will reimburse applicants at the unit cost rate (usually cubic yards) for normal debris removal for all stumps, regardless of size, placed on the rights-of-way by others (i.e., contractors did not extract them from public property or property of eligible Private Non Profit organization). In such instances, applicants do not incur additional cost to remove these stumps because the same equipment that is used to pick up "regular" debris can be used to pick-up these stumps.

4. If an applicant incurs additional costs in picking up large stumps (over 24 inches in diameter) from rights-of-way, it should complete the Hazardous Stump Worksheet and present documentation to FEMA in advance for consideration.

5. Stumps with less than 50% of their root ball exposed should be cut flush at ground level and the cut portion included with regular vegetative debris.

6. Straightening or bracing of trees is eligible for reimbursement if it is less costly than removal and disposal. Applicant must provide a cost analysis showing cost effectiveness.

**VIII. ORIGINATING OFFICE:** Disaster Assistance Directorate (Public Assistance Division)

**IX. SUPERSESSION:** This policy supersedes Recovery Policy Number 9523.11, Hazard Stump Removal and Extraction Eligibility dated May 6, 2006.

**X. REVIEW DATE:** Three years from the date of publication.

David Garratt  
Acting Assistant Administrator  
Disaster Assistance Directorate



# Stump Conversion Table

## Diameter to Volume Capacity

The quantification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root Ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.

46656 is used to convert cubic inches to cubic yards and is a constant

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31"

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		

# Attachment D

## EVENT PERFORMANCE BOND

### PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_, as Principal, and \_\_\_\_\_ as Surety, located at \_\_\_\_\_ (Business Address) are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee, in the sum of Dollars (\$\_\_\_\_\_) in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is that if the Principal:

Promptly, faithfully, efficiently and fully performs all work, services, duties and obligations set forth and described in that certain purchase order dated \_\_\_\_\_, 20\_\_ (the "Purchase Order") between Principal and Obligee for performance of debris removal at any County location arising from damage caused by a disaster event, at the times and in the manner prescribed in the Purchase Order; and

Pays Obligee all losses, damages (liquidated or actual), expenses, costs, and attorney's fees, including, without limitation, costs and attorney's fees on appeal, that Obligee sustains resulting directly or indirectly from any breach or default by Principal under the Purchase Order; and

Performs the guarantee of all work and materials furnished under the Purchase Order for the time specified therein; and

Satisfies all claims and demands incurred under the Purchase Order, and fully indemnifies and holds harmless the Obligee from all costs and damages which it may suffer by reason or failure to do so;

then the Surety shall have no obligation under this Performance Bond.

In the event that the Principal shall fail to perform any of the terms, covenants and conditions of the Purchase Order during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Obligee for all such loss or damage (including reasonable attorney's fees and costs and attorney's fees on appeal) resulting from any failure to perform up to the amount of the sum stated above.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold the Obligee harmless from any and all loss, damage, cost and expense, including reasonable attorney's fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon the Obligee's pursuit of its remedies against Principal, shall remain in full force and effect notwithstanding (i) amendments or modifications to the Purchase Order entered into by Obligee and Principal without the Surety's knowledge or consent (ii) waivers of compliance with or any default under the Purchase Order granted by Obligee to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Purchase Order as a result of any proceeding initiated under the Bankruptcy code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any proceeding.

Any changes in or under the Purchase Order and compliance or non-compliance with any formalities connected with the Purchase Order or the changes shall not affect Surety's obligation under this Performance Bond. The Principal shall notify the Surety of all such changes.

Reference is hereby made to Section 255.05, Florida Statutes, and to the notice and time limitation provisions thereof.

IN WITNESS WHEREOF, this instrument is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

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

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

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

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

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

ATTEST:

SURETY: \_\_\_\_\_

Attorney in Fact

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

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

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

**NOTE: Date of the Performance Bond must not be prior to date of Purchase Order. If Contractor is Partnership, all partners should execute Bond.**

**Important: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. Attach a certified copy of Power-of-Authority appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.**

**Attachment "E"**

Date:

Company Name:

Address:

Project Manager:

RE: Conditional Notice to Proceed for Disaster Debris Monitoring Services

This letter serves as Roads and Drainage's Conditional Notice to Proceed (CNTP) to begin the mobilization process to commence work relative to the above referenced Agreement. This NTP is limited to the scope of work for storm \_\_\_\_\_ in accordance with the Agreement and further detailed below:

Please attach a list of services and estimated cost here.

A performance bond in the amount of \$1,000,000 meeting the contract requirements should be emailed to Ken Brush, Procurement Contracts Manager (kenbrush@polk-county.net) before the work starts. The original performance bond should be delivered within seven (7) business days from the date above to Polk County Procurement, 330 West Church Street, Room 150, Bartow, Florida 33830, Attn: Ken Brush (863)534-6727. Please attach a copy to this Notice.

Please acknowledge receipt and acceptance of this notice by signing in the space provided below.

Cordially,

---

Roads and Drainage \_\_\_\_\_

(Authorized signature, title, and date)

I acknowledge receipt of this Notice on: \_\_\_\_\_ (date)

Name of the Authorized Company Representative: \_\_\_\_\_

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

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December 2, 2025

**POLK COUNTY, A POLITICAL SUBDIVISION OF  
THE STATE OF FLORIDA  
ADDENDUM # 1  
RFP # 26-012, Disaster Debris Monitoring Services**

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Document for this work. This Addendum is a part of the RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

The Proposal Receiving Date has been extended two (2) weeks. The revised Proposal Receiving Date is Wednesday, January 14, 2026, prior to 2:00 p.m.

Ken Brush



Procurement Contracts Manager  
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.

Signature

Printed Name:

Title:

Company:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

January 9, 2026

**POLK COUNTY, A POLITICAL SUBDIVISION OF  
THE STATE OF FLORIDA  
ADDENDUM # 2  
RFP # 26-012, Disaster Debris Monitoring Services**

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Document for this work. This Addendum is a part of the RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

The Proposal Receiving Date has been extended one (1) week. The revised Proposal Receiving Date is Wednesday, January 21, 2026, prior to 2:00 p.m.

Ken Brush

Ken Brush

Procurement Contracts Manager  
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.

Signature

Printed Name:

Title:

Company:

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January 16, 2026

**POLK COUNTY, A POLITICAL SUBDIVISION OF  
THE STATE OF FLORIDA  
ADDENDUM # 3**

**RFP # 26-012, Disaster Debris Monitoring Services**

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This addendum is issued to clarify, add to, revise and/or delete items of the RFP Document for this work. This Addendum is a part of the RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

---

Contained within this addendum: Proposal Receiving Date Extension and formal notification that administrative responsibility for this solicitation has been reassigned.

**From:** Ken Brush  
**To:** Tabatha Shirah  
**New Point of Contact Email:** [tabathashirah@polkfl.gov](mailto:tabathashirah@polkfl.gov)

Effective immediately, all communication related to this solicitation must be directed to Tabatha Shirah at the email address listed above.

**The Proposal Receiving Date has been extended two (2) weeks. The revised Proposal Receiving Date is Wednesday, February 4, 2026, prior to 2:00 p.m.**

*Tabatha Shirah*  
Senior Procurement Analyst  
Procurement Division

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**This Addendum sheet should be signed and submitted with your submittal.**

---

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Company: \_\_\_\_\_

January 30, 2026

**POLK COUNTY, A POLITICAL SUBDIVISION OF  
THE STATE OF FLORIDA  
ADDENDUM #4**

**RFP # 26-012, Disaster Debris Monitoring Services**

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This addendum is issued to clarify, add to, revise and/or delete items of the RFP Document for this work. This Addendum is a part of the RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

---

Contained within this addendum: Questions & Answers and Receiving Date Extension.

**The Proposal Receiving Date has been extended one (1) week. The revised Proposal Receiving Date is Wednesday, February 11, 2026, prior to 2:00 p.m.**

***Addendum 5 forthcoming, question deadline has closed.***

*Tabatha Shirah*  
Senior Procurement Analyst  
Procurement Division

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This Addendum sheet should be signed and submitted with your submittal. This is the only acknowledgment required.

Signature \_\_\_\_\_

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

Title: \_\_\_\_\_

Company: \_\_\_\_\_

## **RFP 26-012, Disaster Debris Monitoring Services**

### **Addendum # 4**

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**Question 1:** If this is a term contract subject to renewal, what is the maximum number of option periods?

**Answer 1:** The term is 5 years from the effective date of the agreement.

**Question 2:** Has the current contract gone full term?

**Answer 2:** The current agreements were set to expire on February 15, 2026, but have been extended and will remain in place until the new agreements are in effect.

**Question 3:** Have all options to extend the current contract been exercised?

**Answer 3:** Yes.

**Question 4:** Who is the incumbent, and how long has the incumbent been providing the requested services?

**Answer 4:** The current incumbents are Tetra Tech, Inc. as the primary and Thompson Consulting Services, LLC as the secondary. These agreements have been in place since February 16, 2021.

**Question 5:** What is the maximum number of hours post-event before work must commence?

**Answer 5:** Staff is communicating 24 to 48 hours before impact. Successful vendors are expected to mobilize as soon as the storm has passed, and the weather conditions are safe to drive in.

**Question 6:** Are any specific professional credentials required to qualify for the contract?

**Answer 6:** The vendor must demonstrate significant professional expertise in hurricane response, mitigation, and recovery services including proven experience working in post – storm environments.

**Question 7:** Will the resulting contract include a guaranteed minimum payment to the vendor?

**Answer 7:** Yes.

**Question 8:** Are there any superseding prior agreements that may impact this contract?

**Answer 8:** No.

**Question 9:** When/what was the most recent event that precipitated the activation of the existing or previous contract?

**Answer 9:** Hurricane Milton 2024

## **RFP 26-012, Disaster Debris Monitoring Services**

### **Addendum # 4**

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**Question 10:** Approximately how many cubic yards of debris were collected from the most recent event?

**Answer 10:** 1 million (Vegetative & C&D)

**Question 11:** What estimated or actual dollars were paid to the incumbent(s) after the most recent event?

**Answer 11:** Estimated 5.5 Million

**Question 12:** How many times have the incumbent's services been utilized in the previous five years?

**Answer 12:** The incumbent's services were utilized twice for two different hurricanes and yearly for truck / equipment certification.

**Question 13:** If there was a previous solicitation for these services, what was its title, number, release date, and due date?

**Answer 13:** RFP 20-299, Disaster Debris Monitoring Services, Released September 3, 2020, and opened October 14, 2020.

**Question 14:** When is the anticipated contract start date?

**Answer 14:** The agreement is anticipated to be executed in April or May 2026.

**Question 15:** Can you please provide greater explanation of your expectations related to any required subcontracting to minority-owned, women-owned, or other types or categories of small or disadvantaged businesses? For example, what is required with the proposal, and what is required to comply during the term of the contract?

**Answer 15:** No expectations are applicable with FEMA Funds.

**Question 16:** Are bidders permitted to deviate in any way from any manner of quoting fees you may be expecting? For example, if there is a pricing page in the RFP, can bidders submit an alternate fee structure? If there is no pricing page in the RFP, do you have any preference for how bidders should quote fees or can bidders create their own pricing categories?

**Answer 16:** No, Proposers must use the pricing sheet provided in the RFP. Negotiations on alternate pricing may be made at Level 4 of the Elevation.

**Question 17:** Please describe your level of satisfaction with your current or recent vendor(s) for the same purchasing activity, if applicable?

**Answer 17:** Polk County was satisfied with the current vendor.

## **RFP 26-012, Disaster Debris Monitoring Services**

### **Addendum # 4**

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**Question 18:** Is their a preferred Proposal delivery method, electronic or sealed parcel?

**Answer 18:** Electronic

**Question 19:** Can the County confirm forms to be returned are:

RFP Registration

Proposers Incorporation Information

Drug Free Workplace

Performance Survey Questionnaires

Affidavit Certification Immigration Laws

Employment Eligibility Verification (E-Verify) Certification

Exhibit A: Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters

Exhibit B: Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying

Attachment A (Cooperative agreement for Polk County public agencies)

Attachment B: Compensation Schedule

**Answer 19:** Yes, all documents listed above, as well as any information requested in each tab, and signature acknowledgement of all addenda issued.

**Question 20:** Could the County please confirm where the completed Questionnaire (Exhibit 1) for Tab 5 – Surveys of Past Performance should be sent for RFP 26-012? Should past clients email the completed surveys directly to Polk County, and if so, to which email address? Or should they return them to the vendor for inclusion in our proposal package?

**Answer 20:** Please see RFP Package, Preparing the Surveys, page 40. The firm is responsible for ensuring all references/surveys are included in their submittal, and do not have references email Polk County Procurement directly.

**Question 21:** Could the County please confirm whether vendors are permitted to include an appendix with additional or supporting information? Specifically, we would like to know if an appendix may be used to provide supplemental details that further explain the firm's experience and qualifications, without conflicting with the page limitations outlined in the Submittal Requirements?

**Answer 21:** Please submit only the materials requested in the RFP package. Firms selected for interviews will have the opportunity to provide additional details regarding their experience, qualifications, and related information.

**RFP 26-012, Disaster Debris Monitoring Services**  
**Addendum # 4**

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**Question 22:** Would the County consider extending the page limit for these sections, as doing so would allow vendors to provide information that may better support the County's evaluation and understanding of each firm's capabilities?

**Answer 22:** Not at this time

**Question 23:** The RFP uses the phrase 'one page, single or double sided' throughout the proposal that specifies page limits. Could the County please clarify whether this means one physical sheet of paper (allowing content on both sides), or if the County intends this to be a strict one-page limit regardless of printing orientation?

**Answer 23:** One page, single- or double-sided, means a single physical sheet.

**Question 24:** On Page 11 - Tab 2 and Tab 3 request the same information about Organization Staff Chart & Staff Experience, but on (page 15 RFP) under Evaluation Level 2 under bullet point APPROACH and METHODOLOGY suggests TAB 3 is required for this and measured for 40 points?

**Answer 24:** See Revision 1 below.

**Question 25:** Is there a firm currently providing these same services for Polk County? If so, who is the incumbent?

**Answer 25:** AshBritt

**Question 26:** If there is an incumbent providing these services, are they eligible to respond to the current RFP?

**Answer 26:** Yes.

**Question 27:** Were the services provided by the incumbent and how would you rate them?

**Answer 27:** Yes, incumbent was satisfactory.

**Question 28:** How many times has Polk County activated the contract within the last 5 years?

**Answer 28:** 2

**Answer 29:** Can you please advise if a debris monitoring firm is already under contract to perform debris monitoring services for the county? If so, can you please identify the firm?

**Answer 29:** Tetra Tech

## **RFP 26-012, Disaster Debris Monitoring Services**

### **Addendum # 4**

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**Question 30:** Can you please advise if a performance bond will be required for debris monitoring firms because Attachment D speaks to debris removal, not monitoring. See language below from Attachment D?

**Answer 30:** Event Performance Bond is required, language will be changed to “Debris Monitoring.”

#### **Revision 1**

***RFP Package, Elevation Level 2, page 15:***

#### **Elevation Level 2 (Selection Committee Evaluation)**

Procurement shall score each Proposal on the following evaluation criteria:

- Compensation Schedule (Tab 4) - 10 points
- Surveys of Past Performance (Tab 5) - 10 points

Subtotal Points-20 Points

by the process stated under each corresponding Tab description

Each Selection Committee member shall score each Proposal on the following evaluation criteria:

- Experience and Expertise (Tap 2)- 40 points
- **Resources and Availability** (Tab 3)- 40 points

Subtotal Points-80 points

by the following process:

Each Selection Committee member shall determine which of the following descriptions applies to each of the foregoing evaluation criteria:

February 5, 2026

**POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

**ADDENDUM #5**

**RFP 26-012, Disaster Debris Monitoring Services**

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This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

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Contained within this addendum: Receiving date extension.

The Proposal Receiving Date has been extended one (1) week. The revised Proposal Receiving Date is Wednesday, February 18, 2026, prior to 2:00 p.m.

Respectfully,

Tabatha Shirah

*Tabatha Shirah*

Procurement Analyst

Procurement Division

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**This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.**

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Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Company: \_\_\_\_\_

February 11, 2026

**POLK COUNTY, A POLITICAL SUBDIVISION OF  
THE STATE OF FLORIDA**

**ADDENDUM #6**

**RFP # 26-012, Disaster Debris Monitoring Services**

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This addendum is issued to clarify, add to, revise and/or delete items of the RFP Document for this work. This Addendum is a part of the RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

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**Contained within this addendum:** questions & answers, revisions, revised Attachment B added to FTP Site and selection committee meeting update.

To receive a copy of “RFP 26-012, Addendum 6 - Revised Attachment B,” please go the following FTP site: <https://ftp3.polk-county.net>, you will be prompted for a User ID and Password. The User ID is procurevondor and the password is solicitation. After you have logged in to the FTP site, double click on the file folder “RFP 26-012, RFP Attachments”, select “Open” or “Save As” to download the documents. If you need assistance accessing this website due to ADA or any other reason, please email Tabatha Shirah at [tabathashirah@polkfl.gov](mailto:tabathashirah@polkfl.gov).

**March 4, 2026 @ 3:00 p.m. – 3:30 p.m. at the Polk County Administration Building in the Procurement Conference Room 150;**– Procurement will distribute the Proposals and evaluation criteria to the Selection Committee.

**March 24, 2026 @ 1:00 p.m. - 3:00 p.m. at the Polk County Administration Building in Conference Room 407** – Selection Committee meeting to score and elevate Proposers. At this meeting the Selection Committee will decide if they would like to interview Proposer(s) or if they would like to recommend to enter into contract negotiations with the highest ranked Proposer.

**April 1, 2026 @ 9:00 a.m. – 12:30 p.m. at the Polk County Administration Building in Conference Room 407** – If the Selection Committee decides to interview Proposer(s), the interviews will be held on this date and time.

*Tabatha Shirah*  
Senior Procurement Analyst  
Procurement Division

**This Addendum sheet should be signed and submitted with your submittal. This is the only acknowledgment required.**

Signature

Printed Name:

Title:

Company:

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**RFP 26-012, Disaster Debris Monitoring Services**  
**Addendum # 6**

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**Question 1:** Are proposers permitted to input zero-dollar (\$0.00) rates for certain roles on *Attachment B: Compensation Schedule*?

**Answer 1:** No, Proposers may not list \$0.00 rates for required labor categories. All positions identified in Attachment B must include a reasonable fully burdened rate. Please see the FTP Site for “**RFP 26-012, Addendum 6 - Revised Attachment B**”, some labor categories have been removed.

**Question 2:** Should the use of an ADMS electronic ticketing system be incorporated into the pricing structure on *Attachment B: Compensation Schedule*?

**Answer 2:** Yes, if a proposer intends to utilize an ADMS electronic ticketing system, they should incorporate all costs associated with the use of the system into their pricing and shall be fully burdened into the hourly rates for the applicable debris monitoring positions provided on Attachment B: Compensation Schedule.\

**Question 3:** The manual process of filling out load tickets can jeopardize proper FEMA reimbursement if human error occurs. Utilizing electronic load tickets, computer tablets, and systems employing electronic contractor IDs with an Automated Debris Management System (ADMS) has become the industry standard and is critical for any successful debris operation. Because of the factors listed, we would like to confirm that any charges for the use of an ADMS are to be fully burdened in the proposed debris monitoring positions hourly rates provided and not as a separate hourly rate or separate position, separate flat rate, or substitutional charge for any listed position?

**Answer 3:** See answer for Question 2 above.

**Revision**

***RFP Package, Tab 4 – page 13-14***

**Tab 4, Compensation Schedule (10 Points)**

Proposers shall complete the compensation schedule included as Attachment B. For items not listed, the County will only pay the FEMA rates.

The unit pricing may be increased by the Procurement Director, or designee, after the contract has been in place for a minimum of 12 months, when it is in the best interest of the County. Increases will be determined by the appropriate price index as approved by the Procurement Director or Designee; however, the hourly rates cannot exceed the FEMA approved rates. No Board action will be necessary for unit price increases.

The Proposer with the lowest total cost will be allocated 10 points. Each additional Proposers cost point allocation will be calculated based upon their relative cost difference from the lowest Proposers cost.



**Proposal for RFP-26-012**

# **Disaster Debris Monitoring Services**

**Polk County, Florida**

**February 2026**

# Tab 1: Introduction

Polk County, Florida  
*Electronically Submitted*

January 14, 2025

**Subject: Disaster Debris Monitoring Services (RFP No. 26-012)**

Dear Mr. Ken Brush and Members of the Evaluation Committee,

Tetra Tech, Inc. (Tetra Tech) submits the enclosed proposal in response to Polk County's (County) request for proposals for Disaster Debris Monitoring Services. Our proposal describes our technical expertise in disaster debris management and our approach to delivering unmatched services to the County:

**National Leadership in Debris Monitoring.** Our team has successfully assisted over 450 local and state government clients with planning for and recovering from disasters. With 60 years of extensive experience successfully managing multiple disaster response and recovery operations across the U.S. simultaneously, we have overseen and managed the removal of over 256 million cubic yards (CYs) of debris, resulting in more than \$81 billion in reimbursable costs to our clients. We have served as the ground-zero debris monitoring consultant for hundreds of clients affected by our nation's most catastrophic natural disasters, including Hurricanes Milton, Helene, Ian, Laura, Sally, Michael, Irma, Matthew, Florence, and Harvey; over a dozen wildfires; and numerous severe storm, tornado, and flooding events.

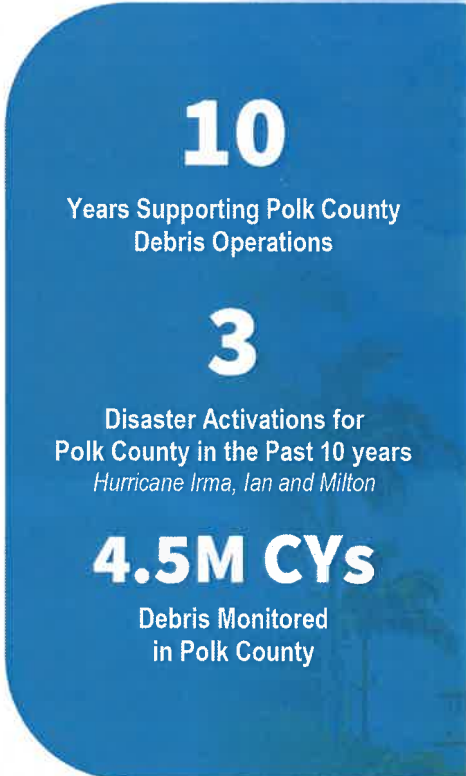
**Extensive Experience Throughout the State of Florida and Polk County.** Since 2004, our team has monitored the collection and removal of over 95 million CY of debris in Florida and has assisted numerous communities in Florida with response and recovery efforts after Hurricanes Charley, Frances, Jeanne, Ivan, Dennis, Katrina, Wilma, Matthew, Irma, Michael, Sally, Ian, Nicole, Idalia, and most recently, Helene and Milton. Florida is also our home state, where many of our principal and senior staff reside. **We have over 1,000 staff across 20 offices throughout Florida, including our Response and Recovery Division headquarters in Maitland.** Tetra Tech has a long and trusted history supporting Polk County's disaster debris response, having been activated for Hurricanes Milton, Ian, and Irma under pre-positioned contracts. Our familiarity with Polk County's operations, geography, and municipal coordination needs has consistently enabled efficient recovery and minimized administrative burden on County staff. We are proud of our work in Florida, and we want to be known in our hometowns for providing excellent service to our communities. Tetra Tech is available to Polk County before, during, and after a disaster. We are proud to be trusted by the County as its incumbent debris monitoring services provider and proven long-term partner in disaster response and recovery. We renew our commitment to provide swift, dedicated, and compliant service, as we have in prior activations following Hurricane Milton, Ian and Irma.

For questions regarding this response, please contact the representatives listed below. As an authorized representative of the firm, I am authorized and empowered to sign this proposal and bind the firm in contractual commitments.

Sincerely,  
**Tetra Tech, Inc.**



Jonathan Burgiel  
Business Unit President – Tetra Tech Disaster Recovery  
407-803-2551 | [Jonathan.Burgiel@tetratech.com](mailto:Jonathan.Burgiel@tetratech.com)



- 10**  
Years Supporting Polk County Debris Operations
- 3**  
Disaster Activations for Polk County in the Past 10 years  
*Hurricane Irma, Ian and Milton*
- 4.5M CYs**  
Debris Monitored in Polk County

## Attachment A

Provided on the following page, Tetra Tech has included Attachment A.

## ATTACHMENT A

I understand that the terms, conditions and pricing within this contract may be used by any of the public agencies located within Polk County.



Signature

Jonathan Burgiel

Printed Name

Business Unit President

Title

Tetra Tech, Inc.

Company Name

407-803-2551

Phone Number

2301 Lucien Way Suite 120

Address

Maitland, FL 32751

City, State, Zip

## RFP REGISTRATION

You must register using this form to receive notice of any addenda to these documents. Please fax the completed form to the Procurement Division as soon as possible. It is the vendor's responsibility to verify if addenda have been issued.

RFP Number: 26-012

RFP Title: Disaster Debris Monitoring Services

This form is for bid registration only. Please scroll down for additional information.

Carefully complete this form and return it to the Procurement Division via e-mail to [procurement@polk-county.net](mailto:procurement@polk-county.net) or fax (863) 534-6789. You must submit one form for each solicitation that you are registering for.

Company Name: Tetra Tech, Inc.

Contact Name: Jonathan Burgiel

Mailing Address: 2301 Lucien Way Suite 120

City: Maitland

State: Florida

Zip Code: 32751

Phone Number: 407-803-2551

Email: TDR.contracts@tetrattech.com

## Proposers Incorporation Information (Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: Tetra Tech, Inc.

DBA/Fictitious Name (if applicable): \_\_\_\_\_

TIN #: 95-4148514

Address: 2301 Lucien Way Suite 120

City: Maitland

State: Florida

Zip Code: 32751

County: Orange

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: Jonathan Burgiel

Phone Number: 407-803-2551

Cell Phone Number: N/A

Email Address: TDR.contracts@tetrattech.com

Type of Organization (select one type)

- Sole Proprietorship
- Partnership
- Non-Profit
- Sub Chapter
- Joint Venture
- Corporation
- LLC
- LLP
- Publicly Traded
- Employee Owned

State of Incorporation: Delaware

The Successful vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <span style="font-size: 1.2em;">Tetra Tech, Inc.</span>	
<b>2</b> Business name/disregarded entity name, if different from above	
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> <b>C Corporation</b> <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>  <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
<b>5</b> Address (number, street, and apt. or suite no.) See instructions. <span style="font-size: 1.2em;">3475 East Foothill Boulevard</span>	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code <span style="font-size: 1.2em;">Pasadena, CA 91107</span>	
<b>7</b> List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>										
<b>or</b>										
<b>Employer identification number</b>										
9	5		-	4	1	4	8	5	1	4

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶ <span style="font-family: cursive; font-size: 1.2em;">Lisa Ames</span>	Date ▶ <span style="font-size: 1.2em;">August 4, 2025</span>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

**Drug-Free Workplace Form**  
(Submittal Page)

The undersigned vendor in accordance with Florida Statue 287.087 hereby certifies that, (Name of the Business): Tetra Tech, Inc. does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation programs, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under this RFP a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under this RFP, 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 of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require 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. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor Signature: \_\_\_\_\_



Date: January 14, 2026

Jonathan Burgiel

**AFFIDAVIT CERTIFICATION IMMIGRATION LAWS**

SOLICITATION NO.: RFP 26-012, Disaster Debris Monitoring Services

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONSULTANT WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONSULTANT OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Tetra Tech, Inc.

Signature: *Jonathan Burgiel*

Title: Business Unit President

Date: January 14, 2026

State of: Florida

County of: Orange

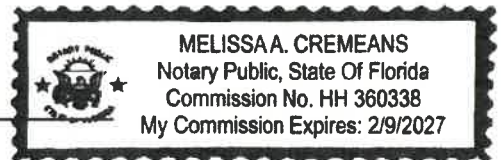
The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 14 day of January, 2026, by Jonathan Burgiel (name) as Business Unit President (title of officer) of Tetra Tech, Inc. (entity name), on behalf of the company, who  is personally known to me or  has produced \_\_\_\_\_ as identification. Jonathan Burgiel

Notary Public Signature: *Melissa Cremeans*

Printed Name of Notary Public: Melissa Cremeans

Notary Commission Number and Expiration: 2/9/2027

(AFFIX NOTARY SEAL)



**EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION**  
(Florida Statutes, Section 448.095)

PROJECT NAME: Disaster Debris Monitoring Services

The undersigned, as an authorized officer of the contractor identified below (the "Contractor"), having full knowledge of the statements contained herein, hereby certifies to Polk County, a political subdivision of the State of Florida (the "County"), by and on behalf of the Contractor in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Contractor and the County on or about the date hereof, whereby the Contractor will provide labor, supplies, or services to the County in exchange for salary, wages, or other remuneration (the "Contract"), as follows:


1. Unless otherwise defined herein, terms used in this Certification which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

2. Pursuant to Section 448.095(5), Florida Statutes, the Contractor, and any subcontractor under the Contract, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor or subcontractor. The Contractor acknowledges and agrees that (i) the County and the Contractor may not enter into the Contract, and the Contractor may not enter into any subcontracts thereunder, unless each party to the Contract, and each party to any subcontracts thereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of the Contract, and the County may treat a failure to comply as a material breach of the Contract.

3. By entering into the Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit 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. Failure to comply will lead to termination of the Contract, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095, Fla. Stat., by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of the Contract. Nothing in this Certification shall be construed to allow intentional discrimination of any class protected by law.

Executed this 12 day of January, 2026

ATTEST:  
By:   
PRINTED NAME: Betty Kamara  
Its: Contracts Manager

CONTRACTOR:  
By:   
PRINTED NAME: Jonathan Burgiel  
Its: Business Unit President

**EXHIBIT "A"**

**CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS**

**For all awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, the Offeror must complete and sign the following:**

The Offeror certifies, to the best of its knowledge and belief, that-

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Polk County, a political subdivision of the State of Florida (the "County"). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Florida Division Emergency Management, the County, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SIGNATURE:  \_\_\_\_\_

COMPANY NAME: Tetra Tech, Inc. \_\_\_\_\_

DATE: January 12, 2026 \_\_\_\_\_

**EXHIBIT "B"**

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

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

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned Tetra Tech, Inc. (Contractor) certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Tetra Tech, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official 

Name and Title of Contractor's Authorized Official Jonathan Burgiel, Business Unit President

Date January 12, 2026

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF \_\_\_\_\_ County OF \_\_\_\_\_

The foregoing instruments was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ (Date) by \_\_\_\_\_ (Name of officer or agent) as \_\_\_\_\_ (title of officer or agent) of the Company on behalf of the Company, pursuant to the powers conferred upon him/her by the Company. He/she personally appeared before me at the time of notarization, and  is personally known to me or  has produced \_\_\_\_\_ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ (Date) \_\_\_\_\_ (Official Notary Signature and Notary Seal) \_\_\_\_\_ (Name of Notary typed, printed or stamped) Commission Number \_\_\_\_\_ Commission Expiration Date \_\_\_\_\_

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF Florida County OF Orange

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this January 12, 2026 (Date) by Jonathan Burgiel (Name of officer or agent) as Business Unit President (title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her by the Corporation. He/she personally appeared before me at the time of notarization, and  is personally known to me or  has produced \_\_\_\_\_ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this January 12, 2026 (Date)

\_\_\_\_\_ (Official Notary Signature and Notary Seal) Melissa Cremeans (Name of Notary typed, printed or stamped) Commission Number HH 360338 Commission Expiration Date 2/9/2027



ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF \_\_\_\_\_ County OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ (Date) By \_\_\_\_\_ (Name of acknowledging) who personally appeared before me at the time of notarization, and  is personally known to me or  has produced \_\_\_\_\_ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ (Date)

\_\_\_\_\_ (Official Notary Signature and Notary Seal) \_\_\_\_\_ (Name of Notary typed, printed or stamped) Commission Number \_\_\_\_\_ Commission Expiration Date \_\_\_\_\_

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF \_\_\_\_\_ County OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ (Date) by \_\_\_\_\_ (Name of acknowledging partner or agent) on behalf of \_\_\_\_\_ a partnership.

He/She personally appeared before me at the time of notarization, and  is personally known to me or  has produced \_\_\_\_\_ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ (Date) \_

\_\_\_\_\_ (Official Notary Signature and Notary Seal)

\_\_\_\_\_ (Name of Notary typed, printed or stamped)

Commission Number \_\_\_\_\_ Commission Expiration Date \_\_\_\_\_

December 2, 2025

**POLK COUNTY, A POLITICAL SUBDIVISION OF  
THE STATE OF FLORIDA  
ADDENDUM # 1  
RFP # 26-012, Disaster Debris Monitoring Services**

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Document for this work. This Addendum is a part of the RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

The Proposal Receiving Date has been extended two (2) weeks. The revised Proposal Receiving Date is Wednesday, January 14, 2026, prior to 2:00 p.m.

Ken Brush

Ken Brush

Procurement Contracts Manager  
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.

Signature



Printed Name:

Jonathan Burgiel

Title:

Business Unit President

Company:

Tetra Tech, Inc.

January 9, 2026

**POLK COUNTY, A POLITICAL SUBDIVISION OF  
THE STATE OF FLORIDA  
ADDENDUM # 2  
RFP # 26-012, Disaster Debris Monitoring Services**

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Document for this work. This Addendum is a part of the RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

The Proposal Receiving Date has been extended one (1) week. The revised Proposal Receiving Date is Wednesday, January 21, 2026, prior to 2:00 p.m.

Ken Brush

Ken Brush

Procurement Contracts Manager  
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.

Signature



Printed Name: Jonathan Burgiel

Title: Business Unit President

Company: Tetra Tech, Inc.

January 16, 2026

**POLK COUNTY, A POLITICAL SUBDIVISION OF  
THE STATE OF FLORIDA  
ADDENDUM # 3**

**RFP # 26-012, Disaster Debris Monitoring Services**

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This addendum is issued to clarify, add to, revise and/or delete items of the RFP Document for this work. This Addendum is a part of the RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

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Contained within this addendum: Proposal Receiving Date Extension and formal notification that administrative responsibility for this solicitation has been reassigned.

**From:** Ken Brush  
**To:** Tabatha Shirah  
**New Point of Contact Email:** [tabathashirah@polkfl.gov](mailto:tabathashirah@polkfl.gov)

Effective immediately, all communication related to this solicitation must be directed to Tabatha Shirah at the email address listed above.


**The Proposal Receiving Date has been extended two (2) weeks. The revised Proposal Receiving Date is Wednesday, February 4, 2026, prior to 2:00 p.m.**

*Tabatha Shirah*  
Senior Procurement Analyst  
Procurement Division

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**This Addendum sheet should be signed and submitted with your submittal.**

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Signature:   
Printed Name: Jonathan Burgiel  
Title: Business Unit President  
Company: Tetra Tech, Inc.

January 30, 2026

**POLK COUNTY, A POLITICAL SUBDIVISION OF  
THE STATE OF FLORIDA  
ADDENDUM #4**

**RFP # 26-012, Disaster Debris Monitoring Services**

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This addendum is issued to clarify, add to, revise and/or delete items of the RFP Document for this work. This Addendum is a part of the RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

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Contained within this addendum: Questions & Answers and Receiving Date Extension.

**The Proposal Receiving Date has been extended one (1) week. The revised Proposal Receiving Date is Wednesday, February 11, 2026, prior to 2:00 p.m.**

***Addendum 5 forthcoming, question deadline has closed.***

*Tabatha Shirah*  
Senior Procurement Analyst  
Procurement Division

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This Addendum sheet should be signed and submitted with your submittal. This is the only acknowledgment required.

Signature



Printed Name:

Jonathan Burgiel

Title:

Business Unit President

Company:

Tetra Tech, Inc.

## **RFP 26-012, Disaster Debris Monitoring Services**

### **Addendum # 4**

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**Question 1:** If this is a term contract subject to renewal, what is the maximum number of option periods?

**Answer 1:** The term is 5 years from the effective date of the agreement.

**Question 2:** Has the current contract gone full term?

**Answer 2:** The current agreements were set to expire on February 15, 2026, but have been extended and will remain in place until the new agreements are in effect.

**Question 3:** Have all options to extend the current contract been exercised?

**Answer 3:** Yes.

**Question 4:** Who is the incumbent, and how long has the incumbent been providing the requested services?

**Answer 4:** The current incumbents are Tetra Tech, Inc. as the primary and Thompson Consulting Services, LLC as the secondary. These agreements have been in place since February 16, 2021.

**Question 5:** What is the maximum number of hours post-event before work must commence?

**Answer 5:** Staff is communicating 24 to 48 hours before impact. Successful vendors are expected to mobilize as soon as the storm has passed, and the weather conditions are safe to drive in.

**Question 6:** Are any specific professional credentials required to qualify for the contract?

**Answer 6:** The vendor must demonstrate significant professional expertise in hurricane response, mitigation, and recovery services including proven experience working in post – storm environments.

**Question 7:** Will the resulting contract include a guaranteed minimum payment to the vendor?

**Answer 7:** Yes.

**Question 8:** Are there any superseding prior agreements that may impact this contract?

**Answer 8:** No.

**Question 9:** When/what was the most recent event that precipitated the activation of the existing or previous contract?

**Answer 9:** Hurricane Milton 2024

## **RFP 26-012, Disaster Debris Monitoring Services**

### **Addendum # 4**

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**Question 10:** Approximately how many cubic yards of debris were collected from the most recent event?

**Answer 10:** 1 million (Vegetative & C&D)

**Question 11:** What estimated or actual dollars were paid to the incumbent(s) after the most recent event?

**Answer 11:** Estimated 5.5 Million

**Question 12:** How many times have the incumbent's services been utilized in the previous five years?

**Answer 12:** The incumbent's services were utilized twice for two different hurricanes and yearly for truck / equipment certification.

**Question 13:** If there was a previous solicitation for these services, what was its title, number, release date, and due date?

**Answer 13:** RFP 20-299, Disaster Debris Monitoring Services, Released September 3, 2020, and opened October 14, 2020.

**Question 14:** When is the anticipated contract start date?

**Answer 14:** The agreement is anticipated to be executed in April or May 2026.

**Question 15:** Can you please provide greater explanation of your expectations related to any required subcontracting to minority-owned, women-owned, or other types or categories of small or disadvantaged businesses? For example, what is required with the proposal, and what is required to comply during the term of the contract?

**Answer 15:** No expectations are applicable with FEMA Funds.

**Question 16:** Are bidders permitted to deviate in any way from any manner of quoting fees you may be expecting? For example, if there is a pricing page in the RFP, can bidders submit an alternate fee structure? If there is no pricing page in the RFP, do you have any preference for how bidders should quote fees or can bidders create their own pricing categories?

**Answer 16:** No, Proposers must use the pricing sheet provided in the RFP. Negotiations on alternate pricing may be made at Level 4 of the Elevation.

**Question 17:** Please describe your level of satisfaction with your current or recent vendor(s) for the same purchasing activity, if applicable?

**Answer 17:** Polk County was satisfied with the current vendor.

## **RFP 26-012, Disaster Debris Monitoring Services**

### **Addendum # 4**

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**Question 18:** Is their a preferred Proposal delivery method, electronic or sealed parcel?  
**Answer 18:** Electronic

**Question 19:** Can the County confirm forms to be returned are:  
RFP Registration  
Proposers Incorporation Information  
Drug Free Workplace  
Performance Survey Questionnaires  
Affidavit Certification Immigration Laws  
Employment Eligibility Verification (E-Verify) Certification  
Exhibit A: Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters  
Exhibit B: Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying  
Attachment A (Cooperative agreement for Polk County public agencies)  
Attachment B: Compensation Schedule

**Answer 19:** Yes, all documents listed above, as well as any information requested in each tab, and signature acknowledgement of all addenda issued.

**Question 20:** Could the County please confirm where the completed Questionnaire (Exhibit 1) for Tab 5 – Surveys of Past Performance should be sent for RFP 26-012? Should past clients email the completed surveys directly to Polk County, and if so, to which email address? Or should they return them to the vendor for inclusion in our proposal package?

**Answer 20:** Please see RFP Package, Preparing the Surveys, page 40. The firm is responsible for ensuring all references/surveys are included in their submittal, and do not have references email Polk County Procurement directly.

**Question 21:** Could the County please confirm whether vendors are permitted to include an appendix with additional or supporting information? Specifically, we would like to know if an appendix may be used to provide supplemental details that further explain the firm’s experience and qualifications, without conflicting with the page limitations outlined in the Submittal Requirements?

**Answer 21:** Please submit only the materials requested in the RFP package. Firms selected for interviews will have the opportunity to provide additional details regarding their experience, qualifications, and related information.

## **RFP 26-012, Disaster Debris Monitoring Services**

### **Addendum # 4**

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**Question 22:** Would the County consider extending the page limit for these sections, as doing so would allow vendors to provide information that may better support the County's evaluation and understanding of each firm's capabilities?

**Answer 22:** Not at this time

**Question 23:** The RFP uses the phrase 'one page, single or double sided' throughout the proposal that specifies page limits. Could the County please clarify whether this means one physical sheet of paper (allowing content on both sides), or if the County intends this to be a strict one-page limit regardless of printing orientation?

**Answer 23:** One page, single- or double-sided, means a single physical sheet.

**Question 24:** On Page 11 - Tab 2 and Tab 3 request the same information about Organization Staff Chart & Staff Experience, but on (page 15 RFP) under Evaluation Level 2 under bullet point APPROACH and METHODOLOGY suggests TAB 3 is required for this and measured for 40 points?

**Answer 24:** See Revision 1 below.

**Question 25:** Is there a firm currently providing these same services for Polk County? If so, who is the incumbent?

**Answer 25:** AshBritt

**Question 26:** If there is an incumbent providing these services, are they eligible to respond to the current RFP?

**Answer 26:** Yes.

**Question 27:** Were the services provided by the incumbent and how would you rate them?

**Answer 27:** Yes, incumbent was satisfactory.

**Question 28:** How many times has Polk County activated the contract within the last 5 years?

**Answer 28:** 2

**Answer 29:** Can you please advise if a debris monitoring firm is already under contract to perform debris monitoring services for the county? If so, can you please identify the firm?

**Answer 29:** Tetra Tech

**RFP 26-012, Disaster Debris Monitoring Services**  
**Addendum # 4**

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**Question 30:** Can you please advise if a performance bond will be required for debris monitoring firms because Attachment D speaks to debris removal, not monitoring. See language below from Attachment D?

**Answer 30:** Event Performance Bond is required, language will be changed to “Debris Monitoring.”

**Revision 1**

***RFP Package, Elevation Level 2, page 15:***

**Elevation Level 2 (Selection Committee Evaluation)**

Procurement shall score each Proposal on the following evaluation criteria:

- Compensation Schedule (Tab 4) - 10 points
- Surveys of Past Performance (Tab 5) - 10 points

Subtotal Points-20 Points

by the process stated under each corresponding Tab description

Each Selection Committee member shall score each Proposal on the following evaluation criteria:

- Experience and Expertise (Tap 2)- 40 points
- **Resources and Availability** (Tab 3)- 40 points

Subtotal Points-80 points

by the following process:

Each Selection Committee member shall determine which of the following descriptions applies to each of the foregoing evaluation criteria:

February 5, 2026

**POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

**ADDENDUM #5**

**RFP 26-012, Disaster Debris Monitoring Services**

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This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

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Contained within this addendum: Receiving date extension.

The Proposal Receiving Date has been extended one (1) week. The revised Proposal Receiving Date is Wednesday, February 18, 2026, prior to 2:00 p.m.

Respectfully,

Tabatha Shirah

*Tabatha Shirah*

Procurement Analyst

Procurement Division

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**This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.**

Signature: 

Printed Name: Jonathan Burgiel

Title: Business Unit President

Company: Tetra Tech, Inc.

February 11, 2026

**POLK COUNTY, A POLITICAL SUBDIVISION OF**

**THE STATE OF FLORIDA**

**ADDENDUM #6**

**RFP # 26-012, Disaster Debris Monitoring Services**

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This addendum is issued to clarify, add to, revise and/or delete items of the RFP Document for this work. This Addendum is a part of the RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

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**Contained within this addendum:** questions & answers, revisions, revised Attachment B added to FTP Site and selection committee meeting update.

To receive a copy of “RFP 26-012, Addendum 6 - Revised Attachment B,” please go the following FTP site: <https://ftp3.polk-county.net>, you will be prompted for a User ID and Password. The User ID is procurevendor and the password is solicitation. After you have logged in to the FTP site, double click on the file folder “RFP 26-012, RFP Attachments”, select “Open” or “Save As” to download the documents. If you need assistance accessing this website due to ADA or any other reason, please email Tabatha Shirah at [tabathashirah@polkfl.gov](mailto:tabathashirah@polkfl.gov).

**March 4, 2026 @ 3:00 p.m. – 3:30 p.m. at the Polk County Administration Building in the Procurement Conference Room 150;**– Procurement will distribute the Proposals and evaluation criteria to the Selection Committee.

**March 24, 2026 @ 1:00 p.m. - 3:00 p.m. at the Polk County Administration Building in Conference Room 407** – Selection Committee meeting to score and elevate Proposers. At this meeting the Selection Committee will decide if they would like to interview Proposer(s) or if they would like to recommend to enter into contract negotiations with the highest ranked Proposer.

**April 1, 2026 @ 9:00 a.m. – 12:30 p.m. at the Polk County Administration Building in Conference Room 407** – If the Selection Committee decides to interview Proposer(s), the interviews will be held on this date and time.

*Tabatha Shirah*  
Senior Procurement Analyst  
Procurement Division

**This Addendum sheet should be signed and submitted with your submittal. This is the only acknowledgment required.**

Signature



Printed Name:

Jonathan Burgiel

Title:

Business Unit President

Company:

Tetra Tech, Inc.

**RFP 26-012, Disaster Debris Monitoring Services**  
**Addendum # 6**

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**Question 1:** Are proposers permitted to input zero-dollar (\$0.00) rates for certain roles on *Attachment B: Compensation Schedule*?

**Answer 1:** No, Proposers may not list \$0.00 rates for required labor categories. All positions identified in Attachment B must include a reasonable fully burdened rate. Please see the FTP Site for “**RFP 26-012, Addendum 6 - Revised Attachment B**”, some labor categories have been removed.

**Question 2:** Should the use of an ADMS electronic ticketing system be incorporated into the pricing structure on *Attachment B: Compensation Schedule*?

**Answer 2:** Yes, if a proposer intends to utilize an ADMS electronic ticketing system, they should incorporate all costs associated with the use of the system into their pricing and shall be fully burdened into the hourly rates for the applicable debris monitoring positions provided on Attachment B: Compensation Schedule.\

**Question 3:** The manual process of filling out load tickets can jeopardize proper FEMA reimbursement if human error occurs. Utilizing electronic load tickets, computer tablets, and systems employing electronic contractor IDs with an Automated Debris Management System (ADMS) has become the industry standard and is critical for any successful debris operation. Because of the factors listed, we would like to confirm that any charges for the use of an ADMS are to be fully burdened in the proposed debris monitoring positions hourly rates provided and not as a separate hourly rate or separate position, separate flat rate, or substitutional charge for any listed position?

**Answer 3:** See answer for Question 2 above.

**Revision**

***RFP Package, Tab 4 – page 13-14***

**Tab 4, Compensation Schedule (10 Points)**

Proposers shall complete the compensation schedule included as Attachment B. For items not listed, the County will only pay the FEMA rates.

The unit pricing may be increased by the Procurement Director, or designee, after the contract has been in place for a minimum of 12 months, when it is in the best interest of the County. Increases will be determined by the appropriate price index as approved by the Procurement Director or Designee; however, the hourly rates cannot exceed the FEMA approved rates. No Board action will be necessary for unit price increases.

The Proposer with the lowest total cost will be allocated 10 points. Each additional Proposers cost point allocation will be calculated based upon their relative cost difference from the lowest Proposers cost.

# Tab 2: Experience and Expertise

Tetra Tech is a leader in water, environment, and sustainable infrastructure, providing high-end consulting and engineering services for projects worldwide. Founded in 1966, Tetra Tech is one of the leading firms in the nation in the field of disaster management and homeland security, with millions of dollars in revenue coming from contracts in such diverse areas as infrastructure hardening and protection; disaster recovery; emergency management, planning, and preparedness; community resilience; environmental services, and grant management. Tetra Tech supports government and commercial clients by providing innovative solutions to complex problems focused on water, environment, energy, infrastructure, and natural resources. We are a global company with over 25,000 employees that is Leading with Science® to provide innovative solutions to complex problems for our public and private clients.

**100+**  
MAJOR DISASTERS  
RESPONSES

**25**  
YEARS IN  
DISASTER RECOVERY

**256M**  
CUBIC YARDS OF  
DEBRIS MONITORED

**\$81B**  
REIMBURSED  
TO CLIENTS

**WORKS IN 125 COUNTRIES**

**7 CONTINENTS**

**\$5.2 billion**  
ANNUAL REVENUE

**25,000**  
ASSOCIATES

**25,000**  
CLIENTS

**WORKS ON 110,000 PROJECTS ANNUALLY**

**500 OFFICES WORLDWIDE**

Publicly traded on NASDAQ as **TTEK**

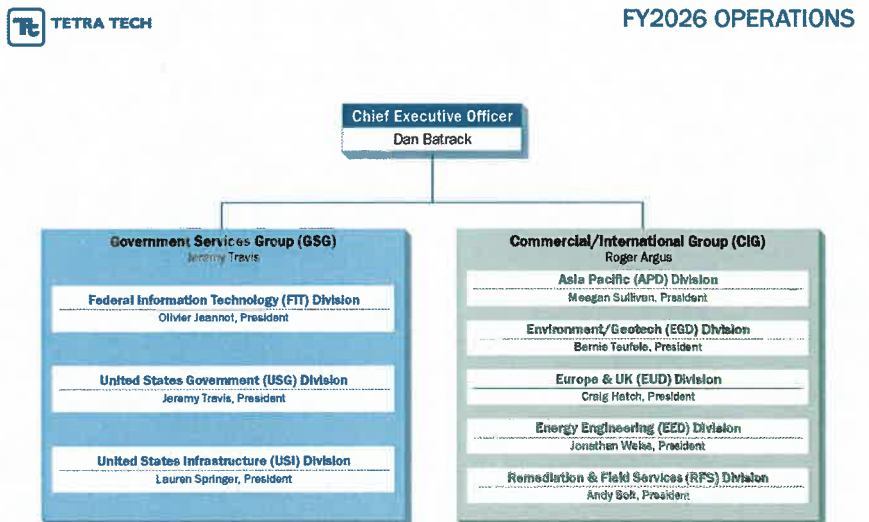
**ENR RANKINGS**

- Environmental Management: #1
- Solid Waste: #2
- Water: #2
- Hazardous Waste: #1
- Site Assessment and Compliance: #1

## Firm's Organization Structure

Tetra Tech is a family of more than 60 business units working on technical projects from energy grid reconstruction in Ukraine to shoreline stabilization along the Mississippi Sound. We are organized into two major business groups that align with our core markets: the Commercial/International Services Group and the Government Services Group. The focus of each of Tetra Tech's primary business groups is summarized below, followed by a corporate organization chart.

Our Government Services Group (GSG) provides consulting and engineering services for a broad range of U.S. government clients (federal, state, and local) and all activities with development agencies. Services include water and waste management, environmental restoration, international development, sustainable infrastructure design, and a broad range of civil infrastructure design for facilities, transportation, and regional and local development. Within GSG, the United States Infrastructure (USI) Division specializes in service to local and state governments in disciplines such as infrastructure, engineering, solid waste management, water management, and, of course, disaster recovery. **As shown in the organizational chart on the right, Tetra Tech's Disaster Recovery (TDR) business unit is situated within the USI Division within GSG. Tetra Tech has included the organizational chart for the proposed team on page 18.**



## Resume for Key Personnel



### Lead Project Manager Edward “Wade” Green

Wade was selected for this project of his extensive Florida disaster recovery experience, having supported large-scale debris monitoring operations for multiple counties, including Manatee, Leon, Broward, and others. His experience offers familiarity with FEMA documentation standards, field operations, and the logistical demands of hurricane response across the state. Provided on page 20, Tetra Tech has included the resumes and qualifications for the proposed team.



**8 Years**  
of Experience



**100% Commitment**  
to Polk County



**Florida-specific**  
knowledge

#### Education:

- Technical College of the Lowcountry

#### Grant Experience

- FEMA PA
- NRCS

#### Certifications & Trainings:

- HAZWOPER

#### Large-scale Program Management for:

- Greenville County, SC – Hurricane Helene
- Manatee County, FL – Hurricane Ian
- Leon County, FL – 2024 Severe Storms

#### Key Areas of Expertise:

- Disaster Debris Program Management
- Right-of-Way/Right-of-Entry Debris Removal
- Private Property Programs
- Leaner/Hanger Programs
- FEMA Reimbursement
- Field Coordination and Oversight
- Project Scheduling/Reporting
- Stakeholder Communication and Public Relations

## Firm Experience

Our team has provided disaster management, recovery, and consulting services, including environmental permitting; monitoring of debris collection, hazardous tree programs, temporary debris storage site management, and specialized debris missions; fire damage restoration; contractor invoice reconciliation; and federal grant reimbursement support. [Profiles and references from specific projects are featured later in this section.](#)

Exhibit 1. Experience Matrix (2001 – Present)

# OVER 120 EVENTS SINCE 2001

### 2026

WINTER STORM FERN - 6 Clients

### 2025

TEXAS FLOODING - 3 Clients  
LA COUNTY FIRES, CA - 1 Client

### 2024

BOREL FIRE, CA - 1 Client  
PARK FIRE, CA - 1 Client  
HURRICANE MILTON - 38 Clients  
HURRICANE HELENE - 53 Clients  
HURRICANE FRANCINE - 3 Clients  
TROPICAL STORM ERNESTO - 1 Client  
NM WILDFIRE - 1 Client  
HURRICANE DEBBY - 7 Clients  
VT FLOODS - 1 Client  
HURRICANE BERYL - 13 Clients  
TX WIND EVENT - 4 Clients  
TX SEVERE STORMS - 2 Clients  
FL SEVERE STORMS - 2 Clients  
MAUI WILDFIRES - 1 Client

### 2023

HURRICANE IDALIA - 6 Clients  
TYPHOON MAWAR (GUAM) - 2 Clients  
MAUI WILDFIRES - 4 Clients  
OK STRAIGHT-LINE WIND EVENT - 1 Client  
VT FLOODING - 1 Client  
OH TRAIN DERAILMENT - 1 Client  
TX WINTER STORM MARA - 6 Clients  
CA FLOODING EVENTS - 5 Clients  
CA WINTER STORM - 1 Client  
AR TORNADO - 5 Clients  
MS TORNADO - 2 Clients  
CA WILDFIRES - 4 Clients  
HURRICANE IAN - 4 Clients  
HURRICANE NICOLE - 1 Client  
HURRICANE LAURA - 4 Clients  
TN STORMS - 1 Client

### 2022

HURRICANE NICOLE - 5 Clients  
HURRICANE IAN - 31 Clients  
CA WILDFIRES - 4 Clients  
NM WILDFIRE (USACE) - 1 Client  
WINTER STORM VA - 1 Client  
KY STORMS/TORNADOES - 2 Clients

### 2021

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

### 2020

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

### 2019

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

### 2018

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

### 2017

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

### 2016

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

### 2015

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

### 2014

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

# 450+

# COMMUNITIES

## IN 25 STATES

## & 3 TERRITORIES

# 256M

# CUBIC YARDS OF

# DISASTER DEBRIS

### 2013

ICE STORM - 2 Clients  
FLOODING - 1 Client

### 2012

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

### 2011

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

### 2010

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

### 2009

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

### 2008

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

### 2007

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

### 2006

BUFFALO SNOW STORMS - 6 Clients

### 2005

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

### 2004

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

### 2002

HURRICANE LILI - 1 Client

### 2001

TROPICAL STORM GABRIELLE - 1 Client

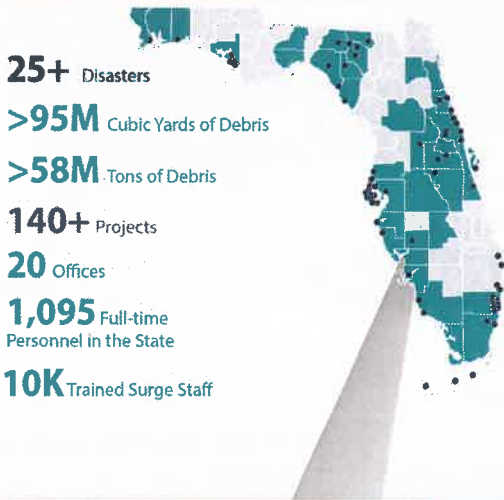
# Florida Debris Monitoring Experience

Tetra Tech has performed more debris monitoring services in the state of Florida than any other firm. Our team has responded to every major disaster in Florida since 2001. In response to these events, our team has overseen more than 150 projects that amount to **over 95 million CYs of debris** across the State. Due to our vast experience, we have become experts in Florida's unique disaster recovery needs, including PPDR, waterways, and beach projects.

Florida is also our home state, where many of our principal and senior staff reside. We are proud of our work in Florida, and we want to be known in our hometowns for providing excellent service to our communities. With 20 offices throughout the state, including our disaster recovery headquarters and fully stocked warehouse in Central Florida, Tetra Tech is mere hours away to mobilize rapidly to our clients throughout the state.

Exhibit 2. Florida Debris Monitoring Experience

## Florida Debris Monitoring Projects



## Polk County Experience



Tetra Tech has a long and trusted history supporting Polk County's disaster debris response, having been activated for Hurricanes Milton, Ian, and Irma under pre-positioned contracts. Across these events, our teams mobilized rapidly before and immediately after landfall to manage debris monitoring operations Countywide. Our familiarity with Polk County's operations, geography, and municipal coordination needs has consistently enabled efficient recovery and minimized administrative burden on County staff.

**40+** Staff Employed  
**4.2M+** CYs of Debris Monitored  
**900+** Field Monitors Hired  
**33K+** Tons of Debris

## Relevant Project Profiles

The following projects are a representative sample of Tetra Tech's experience and accomplishments performing debris removal services of similar scope, complexity, and magnitude within the past 5 years. This selection includes relevant projects, all of which meet the County's stated requirements, including experience on disaster recovery projects for public agencies, work performed as the prime contractor, and projects exceeding 250,000 CYs. Per Polk County's request, references are provided on the County's reference forms and Client Survey forms on the following page.

# What do our clients say?

## Highly Trained Staff

"While providing the necessary support, Tetra Tech also managed the enormous amount of data - including load tickets, invoices, and daily reports, which are critical for FEMA reimbursement. Your staff is highly trained and has an in-depth understanding of the specific parameters and guidelines surrounding FEMA eligibility requirements."

- Mark C. Wilfalk, Director, Department of Solid Waste & Environmental Program Management, City of Tampa, Florida

## Commitment from Blue Skies through Reimbursement

"Tetra Tech proved itself to be a reliable partner for the city and executed all its obligations under our continuing services agreement. On top of that they provided excellent communication throughout the whole process and efficiently assisted in the cleanup of the city on both occasions. Their diligence and precision in detail ensured proper reimbursement from FEMA on all occasions. In our experience working with Tetra Tech, they have always come to the City of St. Petersburg's assistance when they are needed most for our residents and greater community. We would happily recommend their services to other communities and plan to continue our relationship with them into the future."

-Mr. Bryan M. Eichler, Assistant Director, City of St. Petersburg, FL

## Team's Dedication, Responsiveness, Professionalism

"From the onset of the team's work following Tropical Storm Debby, it was evident that the staff has an in-depth understanding of Federal Emergency Management Agency (FEMA) damage assessment and reimbursement guidelines, as well as eligibility requirements. Subsequent to the timely and professional damage assessment work performed by your staff, the County tasked [Tetra Tech] with the monitoring and management of the County's debris removal program. Working in close coordination with the County and our debris hauler, [Tetra Tech] was able to assist the County in capturing maximum reimbursement from FEMA for the cost of debris removal, reduction, and disposal. Clay County sincerely appreciates your team's dedication, responsiveness, professionalism, and assistance during our time of need. I would highly recommend your firm to any community that is in need of debris monitoring services."

-Alan Altman, Environmental Services Manager (Retired), Clay County, Florida

## Phenomenal

"The Public Works' Debris Plan is phenomenal. The State said it is one of the best ones they received, and we received approval from them for the Debris Plan to be included in our FROC documentation."

-Kelly Wilson, Deputy Director, Emergency Management, St. Johns County, Florida



Exceeds the 250,000 CYs Requirement



## Charlotte County, Florida | Disaster Debris Monitoring

Tetra Tech has responded to multiple major hurricane events for Charlotte County in the last 10 years alone.

### Hurricanes Helene and Milton

Just two weeks after Hurricane Helene swept across the Gulf Coast of Florida in the fall of 2024, the State once again prepared for another major hurricane. Hurricane Milton vacillated between a Category 4 and 5 storm in the days leading up to its landfall. Ultimately, the storm made landfall as a Category 3 hurricane at Siesta Key, Florida, just north of Charlotte County. Residents on the Gulf Coast saw storm surges of up to eight feet in some areas.

Having just made it through the destruction caused by Hurricane Helene, Charlotte County was braced for impact with Hurricane Milton. Tetra Tech crews monitored the collection of **over 345,000 cubic yards of disaster debris**. The team consisted of nearly 200 locally hired employees.

### Hurricane Ian

In September of 2022, Category 4 Hurricane Ian crushed Charlotte County with winds approaching 155 miles per hour. Immediately following the impact, Tetra Tech responded to the County to provide debris monitoring services from County maintained right of way. Tetra Tech hired and trained **more than 250 debris monitors** to provide both ROW debris removal and hazardous tree removal monitoring services with debris volumes are nearly 5 M CYs upon completion. Tetra Tech also provided debris monitoring services for the County's waterways.

### Hurricane Irma

In 2017, low-lying Charlotte County suffered significant damage as a result of Hurricane Irma, the most powerful storm to make landfall in Florida in a decade. About two-thirds of the 200,000 residents in the County were ordered to evacuate. In the immediate aftermath of the storm, debris littered County roads.

The County utilized a pre-positioned contract with Tetra Tech for disaster debris monitoring. Our team immediately mobilized the project ramp-up phase, but Charlotte County initially had a difficult time bringing a debris removal contractor on to perform collection. Tetra Tech subject matter experts worked side-by-side with the Charlotte County team to navigate the process of using its internal force account labor and equipment resources to begin debris collection. Once a debris removal contractor was secured, Tetra Tech mobilized a more traditional monitoring staff where a team of 15 personnel was hired at peak to monitor the debris removal process. Utilizing *RecoveryTrac*™, our proprietary ADMS software, our team monitored the removal of **6,247 tons of debris**.

#### Client Name

Charlotte County, Florida

#### Period of Performance

Hurricanes Helene and Milton: October 2024-April 2025

Hurricane Ian: September 2022-April 2023

Hurricane Irma: September 2017-June 2018

#### Project Size

Hurricanes Helene and Milton: 346,738 CYs

Hurricane Ian: 4,674,284 CYs

Hurricane Irma: 6,247 tons

#### Project Cost

Hurricanes Helene and Milton: \$26,780,993

Hurricane Ian: \$82,305,920

Hurricane Irma: \$1,408,004

#### Reference Contact

Karly Greene, Maintenance and Operations Manager

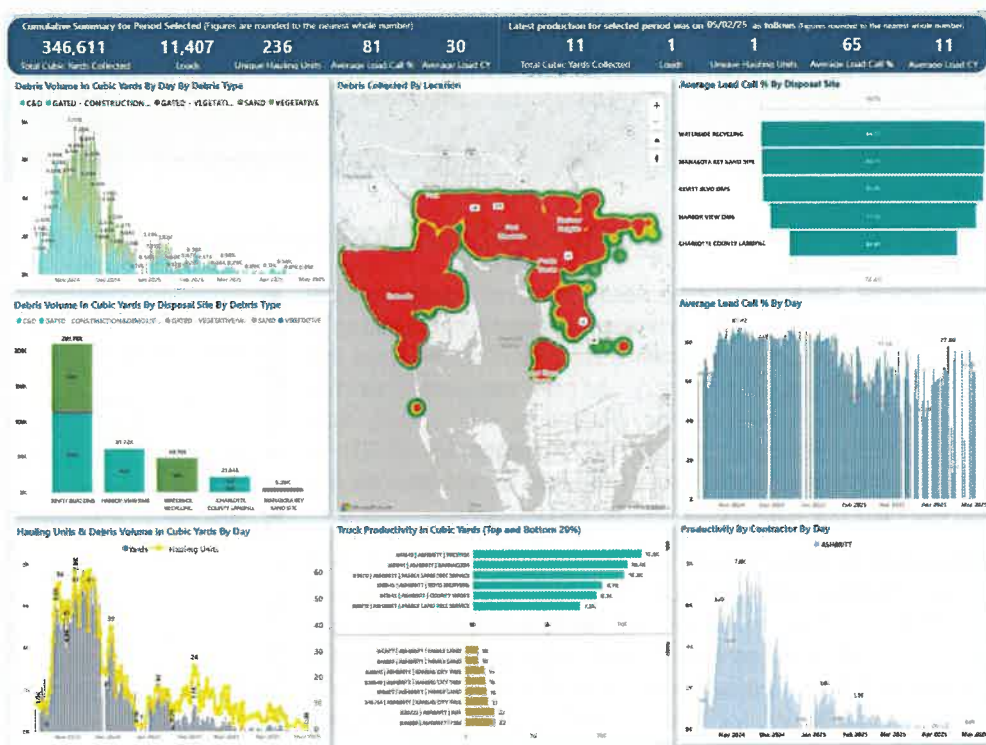
18500 Murdock Circle

Port Charlotte, FL 33948

941-740-3372

karly.greene@charlottecountyfl.gov

## Charlotte County ROW Collection Daily Report



**TEMPORARY  
DEBRIS  
PROCESSING SITES  
EXPERIENCE**

In response to Hurricane Milton, Charlotte County implemented a multi-site debris management strategy utilizing approved temporary debris staging, reduction, and disposal facilities to support ROW and Private Property Debris Removal (PPDR) operations. Tetra Tech provided debris monitoring services across these sites to ensure debris was properly segregated, tracked, and directed to the appropriate reduction or disposal pathway.

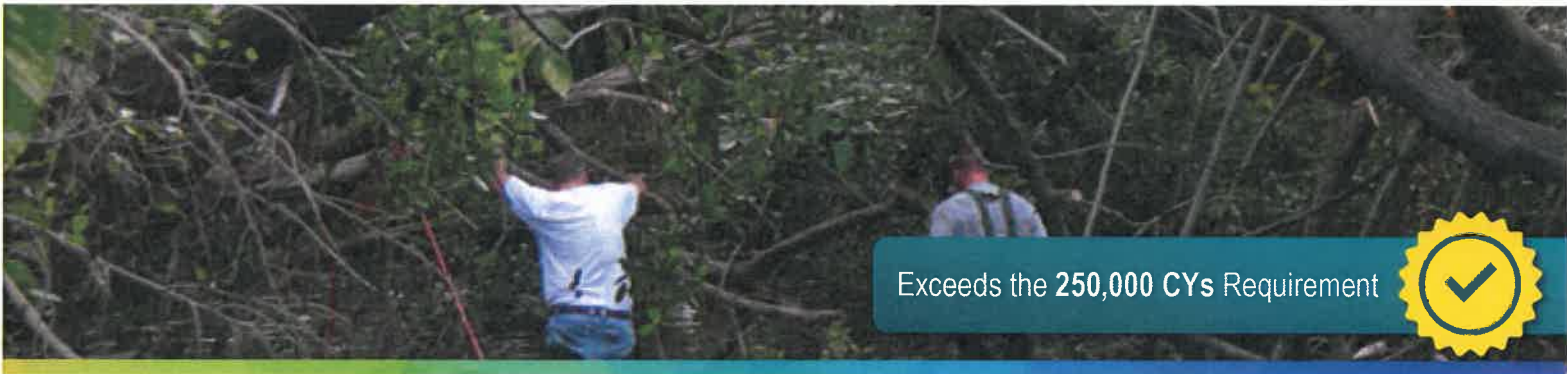
**SPECIALTY AND  
HAZARDOUS  
DEBRIS  
MANAGEMENT**

Tetra Tech provided monitoring and documentation support for a broad range of specialty debris streams during Hurricane Milton recovery operations in Charlotte County. These services included oversight of Hazardous Waste (HHW), white goods and Freon-containing appliances, Freon recovery activities, and electronic waste (e-waste).

**DEMOLITION AND  
PRIVATE  
PROPERTY DEBRIS  
REMOVAL (ROE  
PROGRAMS)**

As of May 2, 2025, cumulative operations included the documented removal of 1,808 white goods units, 760 e-waste units, and 136 HHW units, demonstrating Tetra Tech's ability to manage complex debris streams requiring specialized handling and regulatory compliance. While hazardous stumps and putrescent waste were not part of this event, Tetra Tech's nationwide disaster recovery experience ensures readiness to support those debris categories when required.

For Hurricane Milton, Charlotte County's recovery program included ROW and PPDR operations. Tetra Tech provided monitoring services supporting debris removal from public facilities, parks, gated areas, and other publicly owned properties, in addition to standard ROW collection corridors.



Exceeds the 250,000 CYs Requirement



## Collier County, Florida | Disaster Debris Monitoring

Over 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. Tetra Tech has partnered with Collier County, FL on disaster response, recovery, and grant management services for nearly two decades. We have supported the County with recovery from Hurricanes Wilma (2005), Hurricane Irma (2017), Hurricane Ian (2022), a Waterways Debris Cleanup project for the Natural Resources Conservation Service (NRCS) in 2023, and Hurricane Milton (2024).

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.

### Hurricane Milton

Hurricane Milton made landfall on October 9, 2024, on Florida's Gulf Coast as a strong Category 3 hurricane, bringing 120 mph winds, torrential rain, and dangerous storm surge to communities across Southwest Florida. In Collier County, emergency officials issued mandatory evacuations for vulnerable coastal zones ahead of the storm's arrival. Milton caused extensive wind damage, downed power lines, widespread flooding, and impassable roadways throughout the County. Post-storm assessments estimated more than \$280 million in damage to residential properties, public infrastructure, and commercial assets. Recovery efforts were complicated by prolonged power outages, with roughly 30% of the county still in the dark days after landfall.

As a long-time trusted partner, Tetra Tech was engaged by the County before the storm's impact and was prepared to act as soon as it was determined to be safe. Tetra Tech deployed 25 field monitors across the County to oversee contractor operations, validate load data, and ensure adherence to FEMA eligibility requirements. The team oversaw the collection of more than 34,000 CYs of debris.

### Natural Resources Conservation Service (NRCS) Waterways Debris

Tetra Tech was contracted by Collier County to provide technical assistance and monitoring for the removal of disaster-generated debris deposited after Hurricane Ian. The work is part of the Emergency Watershed Protection program funded by the NRCS and was slated to occur within the Collier County stormwater conveyance infrastructure and receiving areas.

There were five approved sites within the scope, estimating **approximately 25,600 CYs** of disaster-generated debris over the span of approximately 16 miles of waterways. Tetra Tech is working with Crowder Gulf as the debris hauling contractor.

In early December 2023, representatives from the NRCS visited Collier County to perform an inspection of the work. **The Collier County project manager noted that the results accomplish along the Gordon River were "near perfect" and the inspectors**

#### Client

Collier County, Florida

#### Period of Performance

Hurricane Milton: October-November 2024

NRCS Waterways: October 2023-Ongoing

Hurricane Ian: September 2022-January 2023

Hurricane Irma: September 2017-December 2018

#### Project Size

Hurricane Milton: 34,027 CYs

NRCS Waterways: Estimated 25,600 CYs

Hurricane Ian: 1,371,750 CYs

Hurricane Irma: 3,137,315 CYs

#### Project Cost

Hurricane Milton: \$649,917

NRCS Waterways: \$841,315

Hurricane Ian: \$28,509,413

Hurricane Irma ROW: \$51,777,356

Hurricane Irma Waterways: \$18,273,161

#### Reference Contact

Vanessa Caporale, Response Manager

3299 Tamiami Trail East

Naples, FL 34112

239-253-3423

vanessa.caporale@colliercountyfl.gov

were impressed by the Tetra Tech team's attention to detail in preserving native vegetation and avoiding the creation of erosion issues. The inspectors observed all the stages of the monitoring process in order to qualify the project for funding eligibility.

### Hurricane Ian

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In September of 2022, Category 4 Hurricane Ian crushed Collier County to the north with winds approaching 155 miles per hour. Tetra Tech provided Collier County with debris monitoring services for its right-of-way debris, hazardous leaners and hangers, parks, private roads, waterways, and ditches, resulting in **more than 1.3 million CYs of debris**. Tetra Tech also provided FEMA Public Assistance services to the County as they worked to recover.

### Hurricane Irma

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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 3,000,000 CYs of debris**.

### Severe Storms

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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.

#### TEMPORARY DEBRIS PROCESSING SITES EXPERIENCE

Following Hurricane Milton, Collier County implemented a debris management strategy focused on ROW debris collection and transport to approved reduction and disposal facilities, rather than establishing multiple temporary debris processing sites. Tetra Tech provided debris monitoring services to support these operations, ensuring debris was properly documented, segregated by type, and delivered to authorized facilities in compliance with County and FEMA requirements.

#### SPECIALTY AND HAZARDOUS DEBRIS MANAGEMENT

Debris streams included mixed ROW debris and specialty debris such as white goods and electronic waste, which were tracked separately and routed to appropriate recycling or disposal facilities. Tetra Tech monitored load ticketing, hauling activities, and delivery locations to confirm that debris was managed in accordance with established debris management protocols and eligibility criteria.

#### DEMOLITION AND PRIVATE PROPERTY DEBRIS REMOVAL (ROE PROGRAMS)

During Hurricane Milton recovery operations, Tetra Tech supported Collier County's management of specialty debris streams limited to white goods, Freon-containing appliances, Freon recovery activities, and electronic waste (e-waste). HHW, hazardous stumps, and putrescent waste were not part of the County's debris removal program for this event. During Hurricane Irma, over 25,000 hazardous leaner and hanger removals monitored for the County.

For Hurricane Milton, Collier County's debris removal operations were limited to ROW debris, and did not include structural demolition, private property ROE programs, or PPDR outside of ROW corridors. Tetra Tech's role focused on monitoring ROW collection, hauling, and disposal activities to ensure accurate documentation and FEMA eligibility.

Exceeds the 250,000 CYs Requirement



## Aiken County, South Carolina | Disaster Debris Monitoring Services

Category 4 Hurricane Helene barreled into the United States on September 26, 2024. As the storm made its way through the southeast, the storm stalled as it lost power, causing even more extensive damage across South Carolina, North Carolina, and Tennessee. Aiken County was one of the counties devastated by the hurricane; of the 36 fatalities in the State of South Carolina, 4 of them were in Aiken County. The storm spawned 21 tornadoes in the state and left over one million people without power.

The Tetra Tech team was ready to support the County as soon as conditions allowed. Our team mobilized swiftly, hosting hiring events in South Carolina to recruit local citizens, which resulted in more than 20 locally hired field staff monitoring the collection of disaster debris in Aiken County. More than **256,000 CYs of disaster debris** were collected from the right of way, as well as over 5,000 hangers and 30 unstable leaning trees.

While supporting Aiken County, Tetra Tech was also tasked to monitor the collection and removal of two municipalities within the County under the contract: the City of Aiken and the City of North Augusta. In the City of Aiken, the team monitored the collection of **64,435 CYs of debris**. In the City of North Augusta, the total was **126,460 CYs**. In total, Tetra Tech managed the collection and removal of over 430,000 CYs of debris from the County.

### Client

Aiken County, South Carolina

### Period of Performance

October 2024 – February 2025

### Project Size

465,256 CYs\*

### Project Cost

\$5,313,575\*

### Reference Contact

Brian Sanders, County Administrator

1930 University Pkwy Suite 3100

Aiken, SC 29801

803-642-2012

Bsanders@aikencountysc.gov

*\*inclusive of Aiken County and two municipalities in the County: City of Aiken and City of North Augusta*

### TEMPORARY DEBRIS PROCESSING SITES EXPERIENCE

Following Hurricane Helene, Tetra Tech monitored the collection of more than 430,000 cubic yards of disaster debris from county and municipal rights-of-way across Aiken County and the Cities of Aiken and North Augusta. Debris was transported to temporary debris management sites where vegetative materials were segregated, staged, and reduced prior to final disposal in accordance with FEMA requirements.

### SPECIALTY AND HAZARDOUS DEBRIS MANAGEMENT

Tetra Tech documented and monitored hazardous conditions within the rights-of-way, including over 5,000 hangers and 30 unstable leaning trees that posed immediate threats to public safety.

### DEMOLITION AND PRIVATE PROPERTY DEBRIS REMOVAL (ROE PROGRAMS)

For Hurricane Helene, Tetra Tech's monitoring services in Aiken County were limited to debris removal within public rights-of-way across the County and its two municipalities.



## City of Greenville, South Carolina | Disaster Debris Monitoring and FEMA Public Assistance Program Support

In late September 2024, the City of Greenville was impacted by the remains of Hurricane Helene, as in its tropical storm state, it lullied over South Carolina and left behind catastrophic tree canopy damage across the City. By the time the storm had moved on, over 90% of the City's households were without power.

The City contracted with Crowder Gulf for disaster debris removal and with Tetra Tech for disaster debris monitoring and FEMA Public Assistance program support. Tetra Tech staff were on the ground supporting the City with **initial response efforts within four hours of the storm's passing**. Our teams assisted the City in designing a plan for emergency push as well as environmental permitting of debris management sites.

Within the first 72 hours following Helene, Tetra Tech hired and trained local debris monitors and certified more than 20 hauling containers. We established our *RecoveryTrac*™ ADMS infrastructure to track debris loads. With *RecoveryTrac*™, the City had access to real-time maps, dashboards, and multiple reports that outlined different aspects of the debris removal activities. By the end of the project, Tetra Tech has monitored the removal of over 413,000 CYs of disaster debris.

The City has also engaged Tetra Tech to provide FEMA Public Assistance Program grant management support. We are working with the City to seek reimbursement for Category A (Debris Removal) and Category B (Emergency Protective Measures) expenditures. Our initial activity will be to support the City in submitting an expedited project worksheet for debris removal cost which could approach \$7 million.

A sample report that was provided to the City is located on the following page.

### Client

City of Greenville, South Carolina

### Period of Performance

September 2024 – April 2025

### Project Size

413,348 CYs

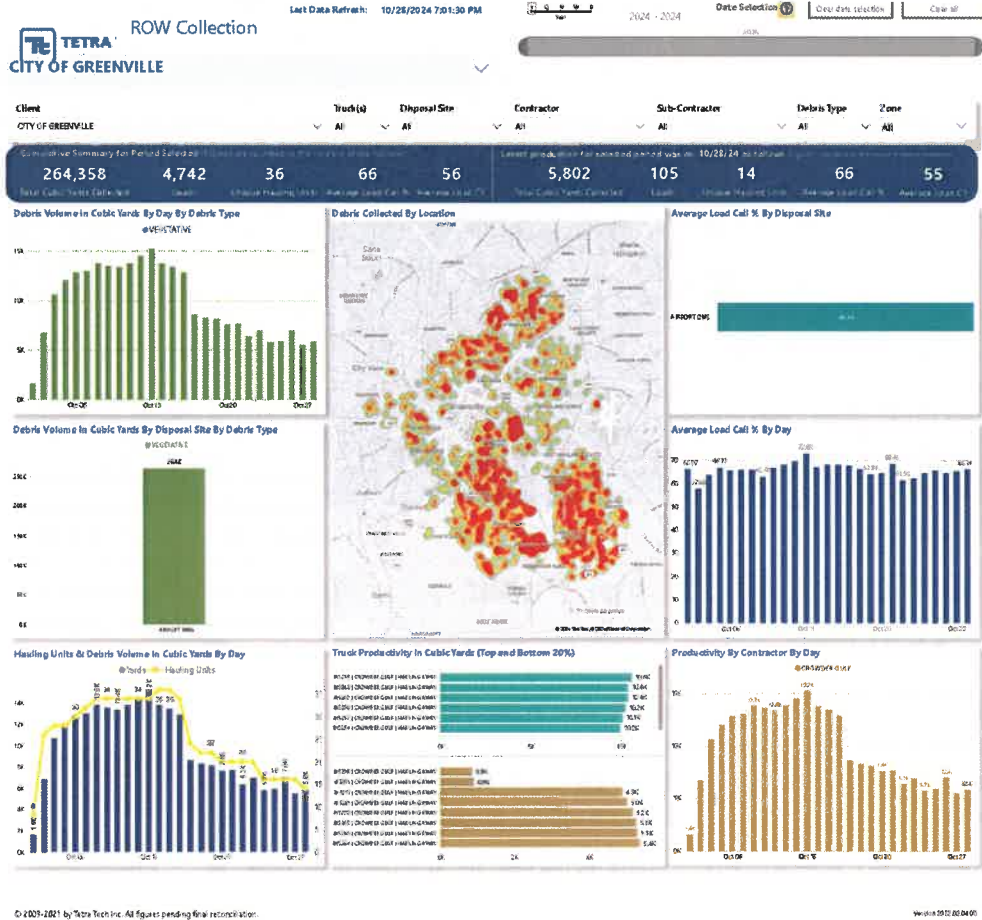
### Project Cost

\$6,807,910

### Reference Contact

David L. Derrick, PWLF  
Public Works Director  
475 Fairforest Way  
Greenville, SC 29607  
864-467-4335  
dderrick@greenvillesc.gov

Figure 1. Load Ticket Report



TEMPORARY DEBRIS  
 PROCESSING SITES  
 EXPERIENCE

Following Hurricane Helene, multiple temporary debris management sites were established to support the removal of more than 413,000 CYs of vegetative and C&D debris. Tetra Tech assisted with site planning, environmental permitting, and operational monitoring to ensure debris was properly segregated, staged, reduced (including grinding and mulching of vegetative debris), and transported to approved recycling and disposal facilities in compliance with FEMA requirements.

SPECIALTY AND  
 HAZARDOUS DEBRIS  
 MANAGEMENT

Tetra Tech monitored and documented specialty debris in accordance with FEMA Public Assistance eligibility criteria, including hazardous trees and stumps, regulated waste streams, and other disaster-generated materials.

DEMOLITION AND  
 PRIVATE PROPERTY  
 DEBRIS REMOVAL  
 (ROE PROGRAMS)

Not Applicable for the City following Hurricane Helene activation.



Exceeds the **250,000 CYs** Requirement



## St. Johns County, Florida | Disaster Debris Monitoring

### Hurricane Milton

When Hurricane Milton swept through Florida, St. Johns County once again relied on Tetra Tech for comprehensive debris monitoring support under our pre-positioned contract. We deployed within hours of the storm's passing, standing up field operations and launching monitoring activities across the County's extensive network of public and private roadways.

Given that nearly 40% of the County's roadway miles are privately maintained, our team played a critical role in administering the PPDR program. Tetra Tech coordinated access, oversaw documentation, and ensured FEMA compliance throughout gated neighborhoods. Our services also included coordinating with County staff to maintain clear rights-of-way and supporting the development of FEMA reimbursement documentation. Tetra Tech monitored the collection of **more than 21,000 cubic yards of debris** from the right of way.

This latest activation continues Tetra Tech's long-standing, 18-year relationship with St. Johns County and demonstrates our team's responsiveness, technical expertise, and ability to operate effectively under challenging post-disaster conditions.

### Hurricane Ian

Tetra Tech has served St. Johns County Public Works for nearly 15 years – including the development of the County's disaster debris management plan and by providing debris monitoring services for multiple disaster events. In 2022, Tetra Tech was activated by St. Johns County for disaster debris monitoring services following Hurricane Ian. Tetra Tech deployed within hours of the storm's passing and was able to stand up a debris monitoring operation within 48 hours. We assisted the County in monitoring **over 45,000 cubic yards of vegetative and construction and demolition (C&D) debris**, including the documentation and pickup of PPDR within gated communities. The PPDR program was essential given that approximately 40% of the roadway lane miles in St. Johns County are private roads.

#### Client

St. Johns County, FL

#### Period of Performance

Hurricane Milton: October-November 2022

Hurricane Ian: September-December 2022

Hurricane Irma: September 2017 – January 2018

Hurricane Matthew: October 2016 – March 2017

#### Project Size

Hurricane Milton: 21,857 CYs

Hurricane Ian: 46,368 CYs

Hurricane Irma: 675,155 CYs

Hurricane Matthew: 722,126 CYs

#### Project Cost

Hurricane Milton: \$420,843

Hurricane Ian: \$1,001,286

Hurricane Irma: \$12,414,613

Hurricane Matthew: \$13,795,685

#### Reference Contact

Ashley Mickler Supervisor, Solid Waste Division

904-827-6980

amickler@sjcfl.us

## Hurricane Irma

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In 2017, St. Johns County called on Tetra Tech when Hurricane Irma caused flooding, wind damage, and beach erosion. We mobilized immediately following the storm and hired **over 60 local monitors to conduct debris monitoring operations**. Tetra Tech monitored the removal of **nearly 675,000 CYs of disaster-generated debris** from the public ROW. Additionally, we monitored and provided documentation for the removal of **over 2,000 hazardous hanging limbs and leaning trees**. In addition, Tetra Tech provided support to the County in preparing its packages for FEMA reimbursement through the Grants Portal system.

## Hurricane Matthew

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Hurricane Matthew impacted St. Johns County on October 7, 2016, leaving a trail of wind and flooding destruction behind. Our team mobilized in the immediate aftermath of the storm's impact, hiring nearly 50 local monitors to manage and document the County's debris removal efforts. This included the staffing of seven temporary debris management sites (DMS) throughout the County – five for vegetative debris and two that accepted C&D debris. In addition to ROW debris removal, our team assisted the County with PPDR and beach debris removal programs. In total, the Tetra Tech team monitored the removal of **over 720,000 cubic yards of debris and over 800 hazardous hanging limbs and leaning trees**.

### TEMPORARY DEBRIS PROCESSING SITES EXPERIENCE

During the debris removal operations, no temporary debris management sites were utilized. All eligible disaster-generated debris was directly hauled from the collection locations to approved Final Disposal Sites (FDS) in accordance with County direction and FEMA eligibility requirements. While the County had pre-identified and pre-permitted TDMS locations available as part of its debris management planning efforts, operational conditions did not necessitate their activation. The debris volume, hauling logistics, and proximity to final disposal facilities allowed for efficient direct haul operations, eliminating the need for intermediate processing, reduction, or staging activities such as grinding, mulching, burning, screening, or segregation at temporary sites. This approach reduced handling time, minimized environmental impacts, and streamlined monitoring, documentation, and reimbursement processes while remaining fully compliant with FEMA Public Assistance guidance.

### SPECIALTY AND HAZARDOUS DEBRIS MANAGEMENT

Following Hurricane Irma, Tetra tech monitored and collected over 2,000 hanging limbs and leaning trees and over 800 hazardous hanging limbs and leaning trees following Hurricane Matthew.

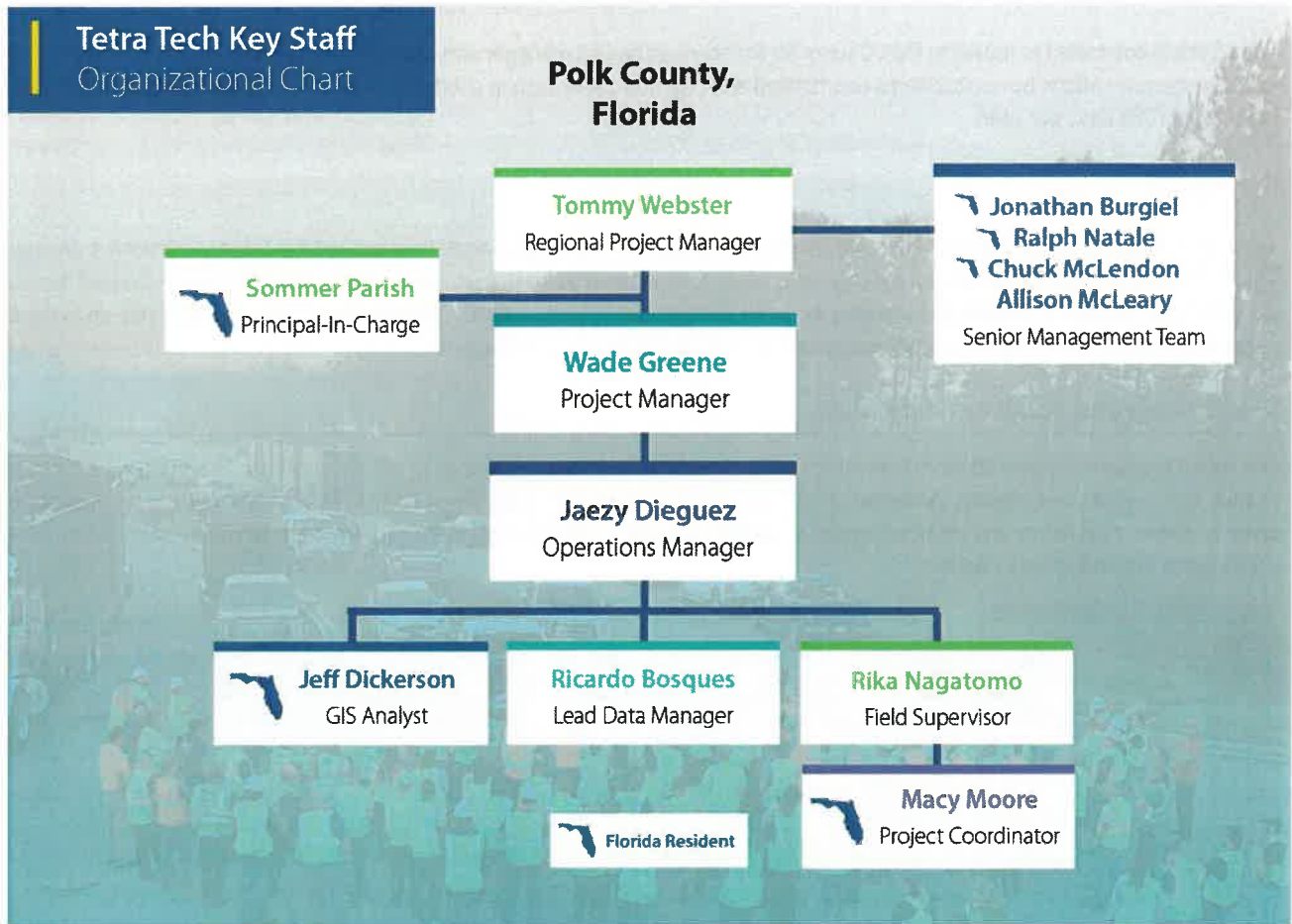
### DEMOLITION AND PRIVATE PROPERTY DEBRIS REMOVAL (ROE PROGRAMS)

Following Hurricane Milton, our team played a critical role in administering the PPDR program. Tetra Tech coordinated access, oversaw documentation, and ensured FEMA compliance throughout gated neighborhoods. Our services also included coordinating with County staff to maintain clear rights-of-way and supporting the development of FEMA reimbursement documentation.

# Tab 3: Resources and Availability

## Organizational Chart of the Team

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



## Key Staff on this Contract

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

Our staff members have **managed the removal of and reimbursement for over 256 million cubic yards (CYs) of debris as well as the demolition of over 22,000 uninhabitable residential and commercial structures.** Our record of success includes serving over 450 state and local government clients in response to over 100 presidential disaster declarations over the last decade. Our team has obtained **over \$81 billion in reimbursement funds** for our clients from federal agencies.

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

## Proposed Team

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 the Sunshine State.

## 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. **Résumés for project management and advisory staff have been provided at the end of this section.**



**Jonathan Burgiel,  
Business Unit President**

30+ Years of experience  
Principal-in-Charge for 100+ projects across the country  
Executive-level oversight and sponsorship to resolve complex issues



**Chuck McLendon,  
Deputy Business Unit Leader**

30+ Years of experience  
Led efforts totaling \$3B+ in FEMA PA reimbursements  
Nationally recognized expert in post-disaster debris operations



**Ralph Natale, Director of Post-Disaster Programs**

20+ Years of experience  
Oversaw removal of 66M+ CYs of debris and 1.7M hazardous trees  
Expert in high-volume debris and demolition management



**Allison McLeary, Esq.,  
Senior Policy Advisor**

21 Years of experience  
Former GOHSEP and FDEM Executive with FEMA and HUD program management  
Deep expertise in compliance, program policy, and advocacy for local recovery priorities



Florida Residents

## Project Field Operations Team

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

Proposed Staff	Types of Projects	Project Sizes	Specific Involvement
<b>Tommy Webster,</b> Regional Project Manager  	Disaster debris monitoring, multi-jurisdictional debris operations, FEMA PA, environmental compliance, coastal management	Regional Manager during Hurricane Helene (South Carolina, Florida, Georgia, and Tennessee)	Day-to-day operations of the engagement including field operations and contractual/business aspects. Tasked with providing assistance to the Principal-in-Charge in the administration of contracts
<b>Sommer Parish,</b> Principal-In-Charge  	Disaster debris monitoring, multi-jurisdictional debris operations, FEMA PA, environmental compliance, coastal management	Managed countywide & multi-county debris operations (Hurricanes Milton, Ian, Helene, Idalia) spanning multiple jurisdictions. hundreds of thousands of CYs	Oversight of debris operations, staff hiring/training, client liaison, team supervision, FEMA documentation support
<b>Edward Green,</b> Project Manager  	ROW debris removal, parks debris removal, PPDR, ROE, waterways, severe storms	Managed projects totaling more than 5.5 M CYs of debris and staffing up to 547 personnel	Project oversight, scheduling, safety, verifying eligibility, coordinating with debris contractors, managing field staff, tower/site monitoring
<b>Jaezy Dieguez,</b> Operations Manager  	Hurricane debris operations, PPDR, leaner/hanger, ROW & disposal sites, waterway debris, monitor scheduling, emergency response	Managed 200 monitors; supported multiple counties during Hurricane Ian, Irma, Michael, Ida	Oversaw day-to-day debris monitoring, trained/scheduled monitors, certifying trucks, liaison with clients/contractors. <b>Prior experience with Polk County during Hurricane Ian.</b>
<b>Rika Nagatomo,</b> Field Supervisor  	Hurricane, winter storm, PPDR, ROW, hazard trees/limbs/stumps, tornado debris	Multi-year countywide programs for Hurricane Idalia and Ian. Managed projects that included over 100 K CYs of debris.	Implemented work plans, dispatched field staff, safety oversight, schedule coordination, training monitors, managing supervisors & field staff
<b>Ricardo Bosques,</b> Lead Data Manager  	ADMS data systems, GIS, invoicing, debris tracking, hurricane, severe storms, PPDR	Supported programs totaling over 100M of Cys of debris	ADMS setup/implementation, invoice data management, GIS integration, reporting, data oversight, client demonstrations. <b>Prior experience with Polk County during Hurricane Ian</b>
<b>Macy Moore,</b> Project Coordinator  	ROW monitoring, administrative/HR onboarding	Supported countywide programs across Florida, North Carolina, South Carolina. Managed projects that included over 100 K CYs of debris.	Hiring/training coordinators, QA/QC of documentation, coordinating office & field staff, supporting debris monitoring, <b>Prior experience with Polk County during Hurricane Ian</b>
<b>Jeff Dickerson,</b> GIS Analyst  	Technical organizational management, training, Developed and support of Tetra Tech's RecoveryTrac™	Tetra Tech's RecoveryTrac™ suite's SOC2 Certification (2023-2024) State and Local Sheltering and Logistic Tracking Programs (2022-2024)	Responsible for the technology solutions used to deliver professional services projects to Tetra Tech's Clients, Jeff is responsible for the planning, development, and customization of the RecoveryTrac™ software suite of applications.



**30+** YEARS OF EXPERIENCE

**100+** PROJECTS

**\$8B** GRANT FUNDING

### Areas of Expertise

Disaster Recovery Program Design and Management

Federal Grant Management

Solid and Hazardous Waste Management

### Grant Experience

FEMA PA

CDBG-DR

HMGP

### Notable Disasters

4856 CA Los Angeles County Wildfires

4834 FL Hurricane Milton

4827 NC Tropical Storm/Hurricane Helene

4796 IA Iowa Severe Storms

4734 Hurricane Idalia

4724 Maui Wildfires

4673 Hurricane Ian

4337 FL Hurricane Irma

4332 TX Hurricane Harvey

4344 CA Wildfires

4024 Hurricane Irene

1602 Hurricane Katrina

### Education

University of Central Florida, Master of Business Administration, 1989

Tufts University, Bachelor of Arts, Economics, 1984

## EXPERIENCE SUMMARY

As President of Tetra Tech’s Disaster Recovery Business Unit, Mr. Jonathan Burgiel manages the business operations of all disaster recovery efforts, including preparedness planning, project staffing, logistics, grant administration and agency reimbursement support, program accounting/auditing oversight, and contract negotiations. Jonathan is dedicated to helping communities plan for and recover from disasters and provide the necessary documentation to receive the maximum allowable reimbursement from federal and state emergency management agencies.

Jonathan has 30+ years of solid waste and disaster recovery experience. His disaster-related work has included serving as principal in charge of over 100 projects, helping clients throughout the country prepare for, respond to, and recover from natural and human-caused disasters.

Jonathan is intimately familiar with local, state, and federal solid waste and hazardous waste regulations, as well as U.S. Department of Housing and Urban Development (HUD), Federal Emergency Management Agency (FEMA), and Federal Highway Administration (FHWA) policies and reimbursement procedures as they relate to disaster management and recovery.

## RELEVANT EXPERIENCE

*Jonathan has provided senior management oversight to the following projects:*

- Buncombe County, NC, Disaster Recovery Services – Hurricane Helene, 2024-2025
- Iowa Non-Congregate Sheltering – Iowa Severe Storms, 2024
- 30 communities and over 1,500 staff in Florida – Hurricane Ian, 2022-2023
- Rental and Mortgage Assistance - rental assistance to 120,000 homeowners across 5 states, and mortgage assistance in Florida and Maryland resulting from COVID pandemic
- Hurricane Maria debris mission supporting the Commonwealth of Puerto Rico Department of Transportation, comprehensive support including environmental; grant management; homeowner and infrastructure support w/HUD funding
- City of Cedar Rapids, Iowa – Severe Flooding, 2020
- 67 communities and over 2,400 staff in Florida – Hurricane Irma
- 38 communities and over 1,400 staff in Texas – Hurricane Harvey
- CalRecycle/CalOES – State of California Camp Fire Response



**15+** YEARS OF EXPERIENCE

**250+** PROJECTS

**\$4.5B+** REIMBURSED INVOICES

### Areas of Expertise

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

### Grant Experience

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

### Disasters

4781 Texas Severe Storms, Wind Event, and Floods  
 4724 Maui Wildfires  
 4734 Hurricane Idalia  
 4673 Hurricane Ian  
 4240 Valley and Butte Fires & Several More

### Certifications

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

## EXPERIENCE SUMMARY

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

Ralph specializes in large scale responses and has served as a principal in charge or project manager in response to some of the country's largest disasters, including 19 state-level responses after major hurricanes, floods, and fire events. This includes managing and documenting the removal of over 66 million cubic yards (CYs) of debris, 1.7M hazardous trees, and the program management of debris collection and demolition of over 35,000 parcels on fire removal projects and over 200,000 environmental samples. The HUD projects that Ralph has overseen have encompassed 5,000 parcels, and the Department of the Treasury ERAP projects he has overseen have benefited 100,000 residents.

## RELEVANT EXPERIENCE

### Senior Management Team | Grant Management, Case Management, and Debris Monitoring

As the Operations oversight for all Grant Management, Case Management, and Debris Monitoring projects, Ralph is responsible for developing and implementing strategic plans to help Tetra Tech's clients receive as much grant funding as possible in the wake of disasters. He works with the leaders in each of these practices to ensure the teams are compliant in funding requests and that they optimize resource allocation. He plays a pivotal role in administering FEMA Public Assistance and HUD CDBG programs, liaising with government agencies, and ensuring eligibility criteria are met. He oversees operational functions, streamlines processes to help the staff spend more of their time focused on their projects, and fosters a cohesive work environment. Overall, Ralph oversees a broad spectrum of responsibilities and tasks that makes Tetra Tech effective at being a full-spectrum recovery provider.

Several recent key projects include the following:

- Buncombe County, North Carolina | Comprehensive Disaster Recovery Services following Hurricane Helene (2024 – Present)
- Private Property Puerto Rico Department of Housing | Environmental Reviews (2021 – 2023)
- Texas Emergency Rental Assistance Program (2022 – 2023)
- State of Connecticut Public Assistance Services (2019 – present)
- Harris County, Texas | Environmental Review (2020 – 2022)



**33+** YEARS OF EXPERIENCE

**125M** CYS OF DEBRIS

**\$3B** FEMA PA REIMBURSEMENT

### Areas of Expertise

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

### Disasters

DR-4796-IA, Iowa Severe Storms  
 DR-4794-FL, Florida Severe Storms  
 DR 4734-FL, Hurricane Idalia  
 DR4673-FL, Hurricane Ian  
 DR-4559-LA, Hurricane Laura  
 DR-4393-NC, Hurricane Florence  
 DR 4337-FL, Hurricane Irma  
 DR-4283-FL, Hurricane Matthew  
 DR-4241-SC, Severe Flooding  
 DR-1603-LA, Hurricane Katrina  
 BP Deepwater Horizon Oil Spill

### Education

Florida State University, Bachelor of Science, Business Marketing

## EXPERIENCE SUMMARY

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

- Experienced Executive Program Manager with over 33 years of experience working with federal, state, and local government agencies on the finance, design, permitting, procurement, construction, and operations of major infrastructure projects.
- Major experience in legal substantiation and implementation of complex debris removal programs including PPDR, waterways, beaches, selective salvage, etc.
- In depth knowledge of the FEMA Public Assistance program including a strong understanding of Federal Register 2 CFR Part 200 (“the Super Circular”)

## RELEVANT EXPERIENCE

Chuck has been activated on more than 30 major disaster activations including projects totaling more than 125 million cubic yards of debris and upwards of \$3 billion in FEMA PA reimbursement. A selection of his debris monitoring experience includes:

- Hurricane Milton (2024) | Numerous Florida Jurisdictions
- Hurricane Helene (2024) | Clients throughout South Carolina, North Carolina, Florida, Georgia, and Tennessee
- Severe Storms (2024) | Leon County and City of Tallahassee, FL
- Hurricane Idalia (2023) | Florida Department of Environmental Protection
- Surfside Condominium Collapse (2021) | Miami-Dade County, Florida
- Hurricane Sally (2020) | City of Pensacola, FL and Okaloosa County, FL
- Hurricane Laura (2020) | Calcasieu Parish, LA
- Hurricane Florence (2018) | Boiling Spring Lakes, NC and Briarcliff Acres, SC
- Hurricane Irma (2017) | Numerous Central Florida Jurisdictions
- Severe Flooding (2017) | South Carolina Emergency Management Division
- Hurricane Matthew (2016) | St. Johns and Flagler Counties, Florida
- Severe Flooding (2015) | Clarendon County, South Carolina
- Severe Flooding (2014) | Escambia County, Florida
- Hurricane Isaac (2012) | Jefferson Parish, Louisiana
- Northern Alabama Tornadoes Debris Monitoring (2011) | U.S. Army Corps of Engineers



**21** 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 a **seasoned emergency management executive** with a strong track record of implementing and managing complex grant programs. As former Recovery Bureau Chief of the Florida Division of Emergency Management, she offers more than three years of direct experience administering grant programming throughout the State of Florida. In her role, she excelled at building meaningful relationships across all levels of government to drive impactful outcomes for applicants. Allison also served as Recovery Counsel for the Louisiana Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP), where she contributed to the development and management of statewide programs aimed at enhancing public safety and infrastructure resilience. Allison is a **recognized expert in the realm of grant management** and is frequently invited to present at national conferences, where she shares her **insights on effective strategies for grant administration and implementation**. With Tetra Tech, Allison is currently a **program management advisor for state-level contracts for 29 states and 2 territories**.

## RELEVANT EXPERIENCE

### Director, Federal Grant Programs (March 2021 – Present) Tetra Tech, Inc.

Allison serves as Director, Federal Grant Programs, providing policy guidance and program support. Allison is an expert in FEMA policies, building and maintaining relationships with State and 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 management operations throughout the nation. Additionally, Allison coordinates relationships with funding agencies and local partners to streamline project operations.

Allison has been activated on more than 15 major disaster activations including projects totaling more than 125 M CYs of debris and upwards of \$3 billion in FEMA PA reimbursement. A selection of her debris monitoring experience includes:

- State of Iowa
- Florida Department of Emergency Management – Water and Infrastructure Response and Recovery
- Maui County
- State of Connecticut



**20+** YEARS OF EXPERIENCE

### Areas of Expertise

Project Management  
Debris Monitoring/Removal  
FEMA PA  
Construction Management  
Private Property Debris Removal  
Cost of Service Evaluations  
Emergency Management  
Damage Assessment  
Utility Engineering/Consulting  
Public Outreach/  
Communications  
Procurement (2CFR)  
Grant Management

### Key Training/Certifications

DHS/FEMA/PIA-017 Federal  
Emergency Response Official.  
Effective date 9/4/2018 –  
9/02/2024

North Carolina General  
Contractor's License

USACE Construction Quality  
Management for Contractors-  
Certified

FEMA 325 Public Assistance  
Debris Management Guide

FEMA E0202 Debris Management  
Planning Certified

FEMA ICS-100 and 200

### EXPERIENCE SUMMARY

Mr. Tommy Webster has more than 20 years of consulting and operational experience with major field environmental and civil works projects. Tommy brings a unique perspective, having spent many years of his career on the consulting side at Tetra Tech and its preceding organizations, as well as at a major national civil construction and debris contractor (Phillips and Jordan). He brings a strong understanding of Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program policy and how the policy applies to post disaster recovery. Through his experience, Tommy has managed planning, response, and recovery/reconstruction for a wide variety of projects and disasters including hurricanes, floods, ice storms, fires, oil spills, and other disaster incidents. He has worked projects large and small for clientele across the United States including the Army Corps of Engineers (USACE), state government and agencies, counties, cities, water management/flood control districts, and more. Tommy is a pragmatic, results oriented professional with a proven history of leadership on highly successful projects.

**Tommy was chosen for this project due to his ability to interact with clients, governmental agencies, employees, and contractors and his leadership skills to negotiate contracts, train clients and employees, submit realistic schedules, motivate staff, and track results.**

### RELEVANT EXPERIENCE

#### Program Manager (May 2022 – Present)

##### Tetra Tech, Inc.

Tommy is responsible for the day-to-day operations of the engagement including field operations and contractual/business aspects. He is tasked with providing assistance to the Principal-in-Charge in the administration of contracts; enforcement of the provisions of the client's contract with collection contractors; 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; review/submittal of contractor invoices.

A selection of his debris monitoring experience includes:

- Hurricane Milton (2024) | Numerous Florida Jurisdictions
- Hurricane Helene (2024) | Clients throughout South Carolina, North Carolina, Florida, Georgia, and Tennessee



20

YEARS OF EXPERIENCE

**Areas of Expertise**

Client Services & Stakeholder Engagement

Disaster Debris Management

Client-Facing Training and Presentations

CDBG-DR Environmental Reviews

NEPA Compliance

Wetlands Delineation and Assessment

Coastal Management and Clean Water Act

Section 106 National Historic Preservation Act Experience

FEMA Public Assistance Program

Field Coordination and Oversight

Project Scheduling/Reporting

Stakeholder Communication and Public Relations

Project Management

**Key Training/Certifications**

OSHA 40-Hour HAZWOPER

Financial Accounting (Harvard Business School Online)

FEMA ICS 100, 200, 632, 633, 700, 800, 1000

FL-FROC 602

SmartSheet Core Product

**Education**

Lamar University, **Master of Science** in Biology

Lamar University, **Bachelor of Science** in Communication Disorders

**Publication**

Paul F. Nicoletto, Sommer H. Linscomb. (2007) Sound production by the Sheepshead Minnow, *Cyprinodon variegatus*. *Environmental Biology of Fishes* 81:1, 15-20.

# Sommer Parish, M.S.

## Principal-in-Charge

### EXPERIENCE SUMMARY

Dynamic and results-driven Environmental and Project Management Professional with 20 years of progressively responsible experience leading disaster debris operations, environmental compliance programs, and cross-functional teams. Proven expertise in budget management, contract compliance, regulatory compliance, and strategic planning. Acted as the primary client-services liaison for multiple municipal and county agencies—developing communication plans, delivering timely status reports, and resolving escalations to sustain high client satisfaction. Demonstrated ability to oversee complex operational programs ensuring regulatory adherence and fiscal sustainability.

### RELEVANT EXPERIENCE

#### Regional Client Program Manager (Central Florida)

As a Regional Client Program Manager for Central Florida, I led the development and execution of client growth initiatives, strategically aligning marketing and operational support to drive regional expansion and program success. I managed contract tracking and coordinated closely with finance teams to ensure timely invoice processing and fiscal accountability, supporting seamless financial closeouts. My role required strong cross-functional collaboration, strategic planning, and focused delivery of measurable results to meet business objectives while maintaining client satisfaction. Additionally, I conducted internal and client-facing training and presentations to enhance program understanding and stakeholder engagement. This position honed my abilities in program management, client relations, and operational coordination within regulated environments.

#### Regional Project Manager

In my role as a Regional Project Manager, I directed the coordination of multi-jurisdictional debris removal and disposal operations, ensuring optimal resource allocation and contractor performance to meet operational and budgetary goals. I collaborated closely with local government and emergency management officials to ensure compliance with federal and state solid waste and environmental regulations. I managed project budgets encompassing operational expenses, staffing, and equipment needs, consistently ensuring financial accountability and timely invoice processing. Furthermore, I developed and implemented strategic plans aimed at enhancing debris management efficiency and ensuring the long-term operational viability of projects.

- Clearwater, FL - Hurricane Milton
- St. John's County, FL - Hurricane Milton
- Volusia County, FL - Hurricane Milton
- Seminole County, FL - Hurricane Milton
- New Smyrna Beach, FL - Hurricane Milton
- Holly Hill, FL - Hurricane Milton
- Deltona, FL - Hurricane Milton
- South Daytona - Hurricane Milton
- Orange City, FL - Hurricane Milton, Hurricane Ian
- Brevard County, FL - Hurricane Milton, Hurricane Ian
- Melbourne, FL - Hurricane Milton
- Osceola County, FL - Hurricane Milton

# Edward “Wade” Green | Project Manager

**8** YEARS OF EXPERIENCE

## EXPERIENCE SUMMARY

Edward “Wade” Greene is a management professional with 6 years of experience spent working on debris-related projects for Tetra Tech clients across the nation. He is adept in all aspects of debris monitoring and is knowledgeable on the required documentation to satisfy the requirements of multiple funding sources. Wade is responsible for the implementation of Tetra Tech’s work plans, dispatching field personnel, staffing, safety procedures, field logistics, and training of personnel. He verifies eligibility and compliance; oversees collection and disposal operations; and coordinates directly with debris contractors, data managers, and project managers to meet the goals of each client.

**Wade was selected for this project because of his extensive experience working on large scale debris generating disasters.**

## RELEVANT EXPERIENCE

### Project Manager

In the role of Project Manager, Wade provides project oversight, training, and scheduling the various services Tetra Tech provides. He is responsible for client communication. Wade serves as a consistent point of contact for the client’s debris managers and provides a bridge between any preparedness and post-disaster response activities.

### Areas of Expertise

- Disaster Debris Program Management
- Right-of-Way/Right-of-Entry Debris Removal
- Private Property Programs
- Leaner/Hanger Programs
- FEMA Reimbursement

### Grant Experience

- FEMA PA
- NRCS

### Key Training/Certifications

- HAZWOPER

### Education

- Technical College of the Lowcountry, Currently Enrolled

Client	Project	Dates Worked	Programs	CYs/Tons	Staff	Project Cost
<b>Greenville County, SC</b>	Hurricane Helene	October 2024-May 2025	ROW	1,185,161 CYs	180+	\$13,662,511
<b>City of Fountain Inn, SC</b>	Hurricane Helene	September 2024-Present	ROW	13,417 CYs	20	\$165,884.89
<b>Ascension Parish and City of Donaldsonville, LA</b>	Hurricane Francine	September 2024	ROW	TBD	TBD	TBD
<b>Texas Department of Transportation, Brazoria County, and City of Brazoria, TX</b>	Hurricane Beryl	July-August 2024	ROW and Parks	447,898 CYs, 227 Tons, 12,396 Hanging Limbs and 43 Hazardous Trees	204 Staff	TBD
<b>Leon County, FL, and City of Tallahassee, FL</b>	Severe Storms	May 2024-Present	ROW and Parks	353,815 CYs, plus 7,307 Hanging Limbs and 752 Hazardous Trees	104 Staff	TBD
<b>City of Little Rock, AR</b>	Conservation Project	February-June 2024	Waterways	16,294 CYs	TBD	TBD
<b>City of Spokane, WA</b>	Spokane Fires	December 2023-April 2024	ROW, ROE, and PPDR	2,233 CYs and 65 Tons	2 Staff	TBD
<b>Florida Department of Environmental Protection</b>	Hurricane Idalia	September 2023-February 2024	Parks	28,008 CYs	42 Staff	\$1,942,796

**5** YEARS OF EXPERIENCE

**5+** DISASTERS

### Areas of Expertise

Supervision of Field Operations

Scheduling & Dispatch

Debris Removal Monitoring

Truck Certification

### Key Training/Certifications

FEMA ICS 100

### Education

Everglades University - BA, Crisis and Disaster

Management/Construction Management, 2022-Present

Florida Metropolitan University — AA, Sciences of Criminal Justice, 2005-2007

## EXPERIENCE SUMMARY

Mr. Jaezy Dieguez has demonstrated exceptional skills and experience in multiple areas of debris recovery during his time at Tetra Tech. His expertise lies in recruiting, hiring, and training staff, along with managing a large team of monitors ranging from 3 to 200 employees. Mr. Dieguez has successfully overseen the entire process of debris removal and final haul-out for disaster recovery projects, serving as the primary liaison between clients and contractors. His responsibilities encompass organizing and scheduling truck routes on a daily basis, monitoring schedules, handling clock-in/out procedures for monitors, and managing payroll. He ensures the verification of daily collection and disposal logs, maintains project punch-lists, organizes data entry, and manages file organization. Mr. Dieguez is also responsible for conducting safety briefings and trainings to ensure adherence to health and safety protocols. His efficient coordination includes scheduling meetings with clients and contractors to ensure timely project completion.

Jaezy was selected for this project because he brings 5 years of direct, field-tested experience managing debris monitoring operations across multiple hurricanes, including prior work in Polk County.

## RELEVANT EXPERIENCE

### Operations Manager

In this role, Mr. Dieguez is responsible for overseeing day-to-day operations of debris monitoring, which include the training and scheduling of monitors, tracking of debris, and project QA/QC. As an operations manager, his oversight involves field issue resolution, and the design and implementation of processes for monitoring.

- Highlands County, Florida - Hurricane Ian
- **Polk County, Florida - Hurricane Ian**
- Covington, Louisiana - Hurricane Ida

### Project Manager

As a project manager, Mr. Dieguez was responsible for client communications, supervised all aspects of operations, dispatch and time verification. Mr. Dieguez also oversaw operations and worked closely with office staff such as Operations Manager, Project Coordinators, and Data Managers.

- Panama City, Florida - Hurricane Michael
- Lee County, Georgia - Hurricane Michael
- South Florida - Hurricane Irma,

**8** YEARS OF EXPERIENCE

### Areas of Expertise

Project Coordination  
Data Management  
QA/QC  
Field Operations  
Right of Entry  
Monitor Training  
Right of Way Debris Removal  
Field Operations  
Hazardous Trees/Limbs/Stumps

### Education

Mineola High School, Diploma

## EXPERIENCE SUMMARY

Rika Nagatomo is an experienced Field Supervisor supporting multiple projects with Tetra Tech. Rika has served on a variety of projects including Hurricane, Fire, and Severe Winter Storm Projects. With seven years of experience, Rika brings a deep knowledge of what's necessary for successful debris monitoring operations. She's skilled at training debris monitors and performing QA/QC throughout the projects.

## RELEVANT EXPERIENCE

### Operations Manager

As operations manager, Rika was responsible for the implementation of Tetra Tech's work plans, dispatching field personnel, staffing, safety, field logistics, and training. She verified eligibility, compliance, and collection and disposal operations oversight and coordinate directly with our project manager daily with progress reports and on specific issues.

- Pinellas County, FL – Hurricane Helene, 2024-2025
- Pinellas County, FL – Hurricane Milton, 2024-2025
- City of St. Petersburg, FL – Hurricane Idalia, 2023
- St. John the Baptist Parish, LA – Hurricane Ida PPDR, 2022-2024

### Field Supervisor

Rika served as project coordinator and field supervisor for multiple storm and tornado projects. Her duties included the quality control of debris site monitors, project payroll, and ensuring that all documentation that is being captured is FEMA-compliant during debris removal operations. She verified that monitors retained their training and responded to issues as they arrived in the field. Rika was tasked with the management of locally hired additional supervisors and field monitors, project timeline, and current tasking.

- Los Angeles County, CA – Wildfires, 2025
- Department of Management Services, Miami and Dade Counties, FL - 2023
- Florida Department of Environmental Protection – Hurricane Ian, 2023-2024
- Hillsborough and Pinellas Counties, FL – Hurricane Idalia, 2023
- Orange County, FL – Hurricane Ian, 2022
- St Helena Parish, LA – Hurricane Ida, 2021-2022
- Calhoun County, AL – Tornado, 2021
- Multiple clients, LA – Hurricane Zeta, 2020-2021
- Decatur County, FL – Hurricane Michael, 2018-2019

9+

YEARS OF  
EXPERIENCE

20+

DISASTERS

\$8.2M+

GRANT  
FUNDING

### Areas of Expertise

Disaster Debris Management

Data Collection, Utilization, and  
Validation

Data Management

Report designs

Reimbursement Policies and  
Procedures

Public Relations

Invoice Reconciliation

### Education

University of Texas at San  
Antonio, Bachelor of Science in  
Biology with a Concentration in  
Microbiology/ Immunology

## EXPERIENCE SUMMARY

Mr. Ricardo Bosques is a data and automated debris management system (ADMS) technology specialist for Tetra Tech, where his understanding of Federal Emergency Management Agency (FEMA) eligibility and documentation requirements for public assistance debris removal programs have aided him in quality control and oversight of multiple projects. Ricardo is responsible for the implementation of Tetra Tech's *RecoveryTrac*™ ADMS technology as well as oversight and management of field data managers and invoice analysts. He supports the implementation of ADMS in the field, as well as establishing quality assurance and project reporting standards for disaster debris monitoring operations. Ricardo has focused on providing complete auditable datasets that maximize reimbursement and are project worksheet ready.

## RELEVANT EXPERIENCE

### Senior Data Manager (2020-Present)

#### Various Clients and Projects

Ricardo handles overall project setup for various Tetra Tech disaster response monitoring operations through *RecoveryTrac*™ ADMS. He also creates and oversees specialized reporting requested by the clients, handles debris contractor invoicing data and documentation, provides client demonstrations of the geoportal GIS tracking system, abiding and following FEMA compliance pertaining to the debris removal operations, and data tracking.

Ricardo has supported the following projects as the Senior Data Manager:

- Hurricane Helene – Multiple Clients in Florida, Georgia, South Carolina, and North Carolina, 2024
- Hurricane Milton – Multiple Clients in Florida, 2024
- Hurricane Idalia – Florida Department of Environmental Protection: Parks and Waterways, Leon County, Pasco County, and City of St. Petersburg, Florida, 2023
- New Mexico Wildfires – United States Army Corps of Engineers, 2023
- Severe Storms and Floods – State of Vermont, 2023
- Severe Storms and Tornadoes – City of Rolling Fork, Mississippi, 2023
- Severe Storms and Tornadoes – City of Sherwood and City of North Little Rock, Arkansas, 2023
- **Hurricane Ian – Sarasota County, Charlotte County, Collier County, Polk County, Manatee County, Volusia County, Highlands County, Seminole County, Orange County, and the City of Cape Coral, Florida, 2022**
- Severe Winter Storms – Warren County and City of Bowling Green, Kentucky
- Lake Houston Silt Removal | 2022 – City of Houston, Texas, 2022

**7** YEARS OF EXPERIENCE

### Areas of Expertise

Project Coordination  
Project Setup  
Staff Training  
Organization  
QA/QC  
Scheduling and Dispatch  
Adherence to State Labor Laws

### Key Training/Certifications

HAZWOPER 40  
FEMA ICS-100 and ICS-200

### Education

Hilton Head High, HS Diploma, 2014  
Charleston Southern University

## EXPERIENCE SUMMARY

Ms. Macy Moore is an accomplished Regional Project Coordinator with five years of experience in the disaster recovery industry. Since joining Tetra Tech in 2017, she has supported projects in California, as well as multiple states along the Gulf and East coasts following hurricanes, tornadoes, and wildfires. Macy is responsible for onboarding, training, and assisting with the oversight of PC teams to ensure that projects run smoothly and efficiently.

## RELEVANT EXPERIENCE

### Regional Project Coordinator

Macy's responsibilities include the hiring and oversight of local project coordinators, coordination between project management and field staff, HR and payroll liaison, and QA/QC of project documentation and time records. She was responsible for conducting interviews for potential administrative staff. Macy provided day-to-day support for operations and was responsible for the organization and tracking of licenses used for Tetra Tech's Tetraforms system. Macy is also responsible for ensuring that employees are in compliance with state policies and labor laws.

- Multiple Clients in Texas (City of Alvin, City of Pearland, City of Angleton, and Brazoria County) – Hurricane Beryl, July 2024-Present
- Leon County and City of Tallahassee, FL – Severe Storms, 2024-Present
- City of Louisville, KY – Tornado, 2024-Present
- DeSoto County, FL – Emergency Watershed Project, 2024-Present
- Maui County, HI – Wildfires, 2023-2024
- **Southwest Florida (Collier County, Charlotte County, and Lee County, Polk County) – Hurricane Ian, September 2022**
- CalRecycle, CA – Dixie-Caldor Fire, October 2021-September 2022
- CalRecycle, CA – Northern Branch Complex Fire, November 2020-October 2021
- Various Clients in Alabama, Florida, and Louisiana – Hurricane Laura and Hurricane Sally, September-November 2020



**30+** YEARS OF EXPERIENCE

**13+** APPLICATIONS MANAGED

**6K+** APPLICATION USERS

### Areas of Expertise

Recovery Technology Solutions / ADMS

Resource Deployment and Tracking

Readiness Training and Exercises

Disaster Operations Support

20+ Years Military Experience

### Grant Experience

CDBG-DR

### Key Training/Certifications

FEMA IS-632, IS-700, IS-922

### Disasters

4798 Hurricane Beryl

4781 Texas Severe Storms, Wind Event, And Floods

4724 Maui Wildfires

4734 Hurricane Idalia

4673 Hurricane Ian

4337 Hurricane Irma

4340 Hurricane Maria

4240 CA Wildfires

4223 TX Flooding

4087 Hurricane Sandy

4106 CT Winter Storm

1609 Hurricane Wilma

### Education

Thomas Edison University,  
Associate of Science, Nuclear  
Engineering Technology, 1997

## EXPERIENCE SUMMARY

Mr. Jeffrey Dickerson has more than 30 years of experience in program management, with extensive experience in technical organizational management, training, and readiness exercises. He is a military veteran with skills in leadership, training, and personnel development. As the Director of Information Technology, Jeff is responsible for the planning, development, deployment of *RecoveryTrac™* applications supporting the delivery of professional services for our clients.

Jeff has led the development and support of Tetra Tech's *RecoveryTrac™* suite of applications most notably the Automated Debris Management System (ADMS). Validated by the USACE on both 2015 and 2023, it is the preferred provider by the USACE debris contractors, providing ADMS services to 7 of 8 USACE districts globally. *RecoveryTrac™* ADMS flexibility and GIS capabilities provide best-in-class reporting and analysis tools. Additionally, *RecoveryTrac™* ADMS technology web-based data feeds enable direct integration into client GIS and emergency management systems.

## RELEVANT EXPERIENCE

### Senior Management Team | Technology Solutions for Debris Removal Monitoring, Grant Management, Case Management and Logistics

Responsible for the technology solutions used to deliver professional services projects to Tetra Tech's Clients, Jeff is responsible for the planning, development, and customization of the *RecoveryTrac™* software suite of applications. The *RecoveryTrac™* suite includes Grant Management, Case Management, Debris Removal ADMS, Time Tracking, Logistics/Sheltering and Fleet Management/Tracking. He works closely with delivery teams and management to ensure the software meets and exceeds regulatory and statutory requirements for disaster related reimbursement programs. He has directly managed projects and/or software solutions under the FEMA Public Assistance, HUD CDBG-DR, Department of the Treasury ERAP, and several State and Local Logistics and Sheltering programs.

Notable recent key projects include the following:

- Tetra Tech's *RecoveryTrac™* suite's SOC2 Certification (2023-2024)
- State and Local Sheltering and Logistic Tracking Programs (2022-2024)
- State and Local Emergency Rental Assistance Program (2022 – 2023)
- Puerto Rico Department of Housing | Environmental Reviews (2019 – 2022)

## Key Staff's Availability to Respond

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

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

## Scalability

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

9	88	82	155	35
Project Principals	Project Managers	Operations Managers	Field Supervisors	Project Coordinators

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

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

## Rapid Response Methodology

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

## Field Hiring Center

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

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

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

The exhibit below lists our proposed key staff and their availability in the event of an activation. In addition to our field staff being 100% dedicated to the County, our senior management team is also available as needed when issues arise.

### Local hires in 24 hours.

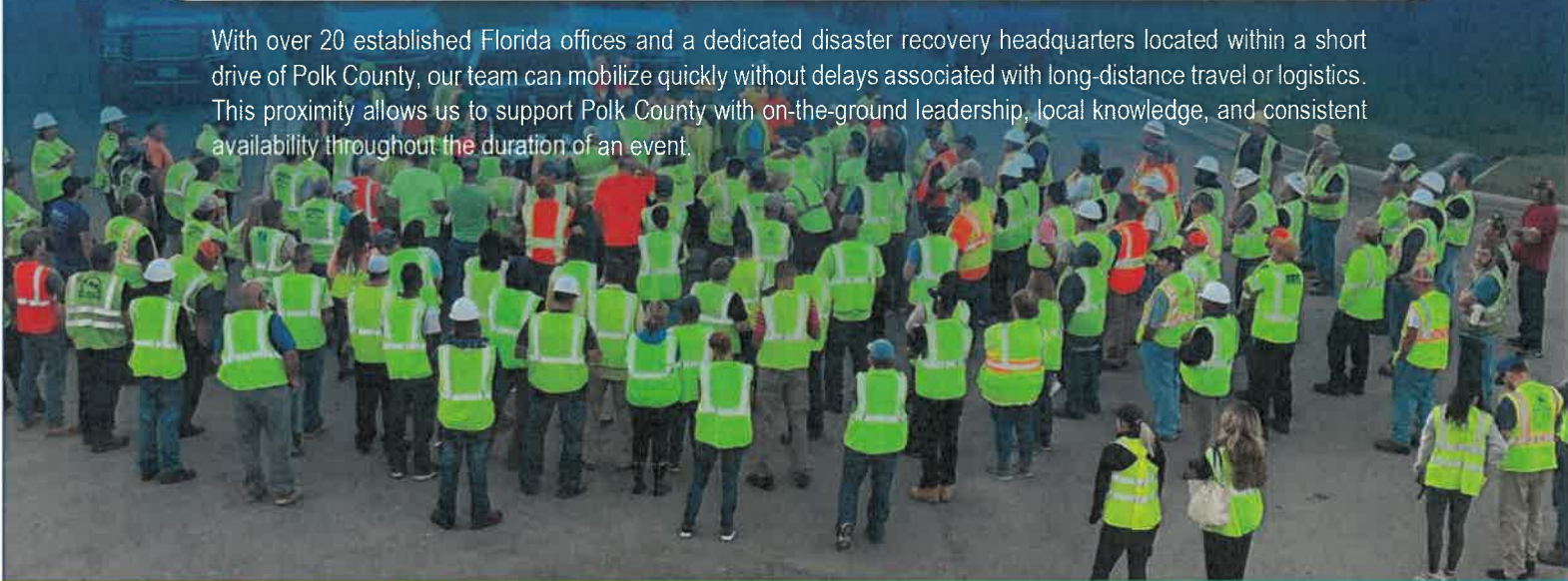
Tetra Tech can hire, train, and deploy local teams within 24 hours. Our onboarding procedures are designed for rapid mobilization, thorough training, and near-immediate execution of work.

#### Key Personnel Availability

Name	Availability
Regional Operations Director, Tommy Webster	As needed
Principal in Charge, Sommer Parish	As needed
Project Manager, Edward Greene	100%
Operations Manager, Jaezy Dieguez	100%
Field Supervisor, Rika Nagatomo	100%
Lead Data Manager, Ricardo Bosques	Lead Data Manager
Project Coordinator, Macy Moore	100%
GIS Analyst, Jeff Dickerson	As needed

## Tetra Tech handles the **biggest, most complex debris missions**. Others simply can't manage the scale.

With over 20 established Florida offices and a dedicated disaster recovery headquarters located within a short drive of Polk County, our team can mobilize quickly without delays associated with long-distance travel or logistics. This proximity allows us to support Polk County with on-the-ground leadership, local knowledge, and consistent availability throughout the duration of an event.



## Subcontractors

Tetra Tech seeks opportunities to work with small, women-owned, minority-owned, and disadvantaged business enterprises (DBE) where specific and individual capabilities complement our own for the benefit of the successful completion of a project.

While Tetra Tech is a large, multi-national firm with sufficient resources to complete most any project, we are committed to upholding the requirements for contracting with local businesses and small, minority-owned, and/or women-owned businesses included within 2 CFR 200.321 and within the County's RFP.

As evidence of the Tetra Tech Disaster Recovery division's commitment to local and minority participation in our projects, in February 2019, Tetra Tech received the City of Houston Goods and Services Prime Contractor of the Year Award at the 6<sup>th</sup> Annual Champions of Diversity Awards Ceremony. Tetra Tech is honored to be selected for such award, and it demonstrates our commitment to work with minority, women, small, and disadvantaged business enterprises.



Tetra Tech receiving the City of Houston Goods and Services Prime Contractor of the Year Award at the 6<sup>th</sup> Annual Champions of Diversity Awards Ceremony.

Most recently, Tetra Tech received the 2022 Dwight D. Eisenhower Award for Excellence in the Services Category for our effective small business subcontracting programs. The award recognizes large U.S. prime contractors that have excelled with their small business subcontracting programs by creating optimal opportunities for use of small businesses in all socioeconomic categories. The award was presented during the U.S. Small Business Administration's (SBA) National Small Business Week's virtual award ceremony on May 5, 2022.

Tetra Tech does not discriminate on the basis of social and economic disadvantage, race, color, sex, gender, disability, or national origin. **While Tetra Tech would certainly be open and willing to discuss with the County any local or minority firms that they would like to see involved in a project or recovery effort, given the anticipated scope of work and Tetra Tech's capabilities, Tetra Tech does not anticipate the solicitation of subcontractors for this project. On the following pages, Tetra Tech has provided evidence of Good Faith Efforts along with the reasonable steps for appropriate participation for eligible minority firms.**

***Scan the QR code to the right or click [here](#) to view Tetra Tech's 2020 More Business for Your Business webinar for the Harris County and Houston, Texas area.***



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**Request for Bid re: Polk County, FL RFP 26-012 for Disaster Debris Monitoring Services**

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**From** Menendez, Victoria <VICTORIA.MENENDEZ@tetrattech.com>

**Date** Tue 12/9/2025 8:30 AM

**To** TDR Contracts <tdr.contracts@tetrattech.com>

**Bcc** MBELL@1STCHOICEGOV.COM <MBELL@1STCHOICEGOV.COM>; CERTS@AASERVICES.CO <CERTS@AASERVICES.CO>; HUFF.T@ASCS1.COM <HUFF.T@ASCS1.COM>; VIREN@ACESTAFFING.COM <VIREN@ACESTAFFING.COM>; NISHA@ANIKINTL.COM <NISHA@ANIKINTL.COM>; EMPLOYMENT@BRICKELLPERSONNEL.COM <EMPLOYMENT@BRICKELLPERSONNEL.COM>; DARRELL@CHANDLERCAMPBELLE.COM <DARRELL@CHANDLERCAMPBELLE.COM>; CLAX@CLAXGROUP.COM <CLAX@CLAXGROUP.COM>; DRODRIGUEZ@COMPEDGELLC.COM <DRODRIGUEZ@COMPEDGELLC.COM>; DTHOMAS@DANDRINNOVATIVESOLUTIONS.COM <DTHOMAS@DANDRINNOVATIVESOLUTIONS.COM>; DMWIGGINS@DOCUMENTMANAGERS.US <DMWIGGINS@DOCUMENTMANAGERS.US>; MARK@EPPSPUBLICSTRATEGIES.COM <MARK@EPPSPUBLICSTRATEGIES.COM>; SRGUTTI@ESSNOVA.COM <SRGUTTI@ESSNOVA.COM>; LILLIAN.SANTIAGO@FINTRUSTCONNECT.COM <LILLIAN.SANTIAGO@FINTRUSTCONNECT.COM>; WAYNE@GREENARROWSTAFFING.COM <WAYNE@GREENARROWSTAFFING.COM>; BCLIFTON@IMAGESTAFFINGKC.COM <BCLIFTON@IMAGESTAFFINGKC.COM>; SSCHERFEL@ISGWORK.COM <SSCHERFEL@ISGWORK.COM>; JW@ISLANDSEARCHGROUP.COM <JW@ISLANDSEARCHGROUP.COM>; LASHONDRA@JLMTALENT.COM <LASHONDRA@JLMTALENT.COM>; AKWASI@LEGACYPROFESSIONALSOLUTIONS.COM <AKWASI@LEGACYPROFESSIONALSOLUTIONS.COM>

 2 attachments (386 KB)

SCOPE\_Polk County, FL-RFP-26-012 Disaster Debris Monitoring Services.pdf, Standard Subcontract Ts&Cs.pdf,

Good Morning:

Tetra Tech, Inc. (Tetra Tech) is currently working on preparing a proposal in response to the Polk County, Florida RFP 26-012 for Disaster Debris Monitoring Services. Tetra Tech officially invites you to provide a Statement of Qualifications for services relevant to your organization, as described in the attached RFP scope.

The specific requirements for these services can be found in the attached file.

This solicitation does not commit Tetra Tech or Polk County, Florida to pay any costs incurred in the preparation and submission of an offer in any form, or to subcontract for said services or supplies. This is not a commitment to team or subcontract with any firms for said services at this time. The purpose of this request is to pre-qualify potential firms and assess our approach moving forward. It is also brought to each offeror's attention that the Tetra Tech procurement representative or designee is the only individual who can commit Tetra Tech into expenditure of funds in connection with any subcontract resulting from this solicitation.

If you intend to respond to this invitation to bid, the following instructions are required:

1. Please submit a brief company overview and any past history/experience with Polk County, Florida.
2. Please submit resumes for the key positions that apply to your company's service capabilities -- see the RFP's scope for Staffing Requirements and the description of the key personnel and required qualifications.
3. If your company is DBE, WBE, MBE, etc. please provide relevant vendor identification number(s) and certificates.

4. CAREFULLY review the Terms and Conditions contained in the entirety of the RFP's scope and Tetra Tech's General Conditions (Example attached) which would be incorporated into any subcontract/master agreement or purchase order awarded as a result of the solicitation. Tetra Tech will require you to adhere to the terms and conditions described therein, in addition to entering into a standard Teaming Agreement during the submission of proposal and award period.

If you are interested in submitting a proposal, it would be helpful for you to please provide your Key Personnel References and Statement of Qualifications as soon as possible!

**All bids must be received no later than December 24, 2025 at 5:00 PM EST, though earlier responses are encouraged and appreciated**

**Offeror must e-mail its proposal submission to:**

**[TDR.Contracts@tetratech.com](mailto:TDR.Contracts@tetratech.com)**

\*For your bid to be considered, please send it ONLY to the above email address and include the following subject line in your email submission\*

*"YOUR COMPANY NAME – Bid Submission re: Polk County, FL RFP 26-012 for Disaster Debris Monitoring Services"*

Award of a Subcontractor/Master Agreement as a result of this solicitation is governed by the terms and conditions of an executed teaming agreement with Tetra Tech and is contingent upon Tetra Tech award of a contract by Polk County, Florida. Tetra Tech may or may not issue Subcontracts/Master Agreements as a result of this solicitation.

Offeror agrees and acknowledges that any subcontract awarded shall contain Tetra Tech terms, insurance requirements, health and safety requirements, and any applicable flow-down provision of Tetra Tech's prime contract with Polk County, Florida.

**Questions regarding this solicitation shall be directed to ([TDR.Contracts@tetratech.com](mailto:TDR.Contracts@tetratech.com)).**

Tetra Tech, Inc. | [Leading with Science®](#) | Tetra Tech Disaster Recovery



## Additional Resources

Tetra Tech has provided additional information on resources and capabilities below.

### Equipment

Tetra Tech maintains a warehouse located in Orlando with over 120 fully stocked bays of debris monitoring supplies capable of supporting over 50 simultaneous recovery operations for over 90 days. **Tetra Tech has consistently deployed large-scale mobilizations of hundreds of staff and thousands of dollars' worth of equipment to multiple clients in a matter of days and on very short notice.** The Exhibit lists available equipment and facilities readily available upon activation.

Resource List	
Resource	Quantity Available
ADMS Handheld Units	6,000
Time and Materials Forms	5,000
Truck Certification Forms	70,000
ADMS Ticket Stubs	3,600,000
Haul Out Ticket Stubs	600,000
Placards	11,000
<b>Kits</b>	
Project Manager Kits (1 Per 100 Monitors)	200
Project Coordinator Kits (1 Per 100 Monitors)	200
Human Resources Kits (1 Per 100 Monitors)	120
Collection Monitor Kits (1 Per 25 Monitors)	550
Disposal Monitor Kits (1 Kit Per Disposal Site)	330
Leaner/Hanger/Stump Kits (1 Per 50 Monitors)	280
<b>Equipment**</b>	
Laptops	700
Mifi (Mobile Wireless)	90
High Speed Scanners	70
Printers	145
Mobile Command Office	2
Fuel Trucks	To Be Obtained from Pre-Contracted Vendor
Modular Work Locations	To Be Obtained from Pre-Contracted Vendor
Generators	To Be Obtained from Pre-Contracted Vendor
<b>Portable Facilities</b>	<b>To Be Obtained from Pre-Contracted Vendor</b>

*\*All field documents are replenished as they are needed. Tetra Tech has several emergency vendors with the ability to supplement as required.*

*\*\* ADMS units are readily available and can be ordered as needed on a 24-hour turnaround.*

## Deep Bench of Experts

Our core project team is backed by a robust bench of specialists in federal grant policy, environmental compliance, engineering, GIS modeling, risk assessment, and cost estimation. These experts are available for targeted assignments, technical reviews, or surge support, ensuring the County receives responsive service tailored to each task.

Tetra Tech's strength lies in our ability to act locally with the responsiveness of a small team, while bringing to bear national expertise and resources that ensure quality, compliance, and continuity. We are ready to begin work immediately and to scale as needed to support both the County's immediate priorities and its longer-term recovery goals.

**Exhibit 2. Tetra Tech Personnel Available by Discipline**

Technical Disciplines	# of Employees	Technical Disciplines	# of Employees
Civil Engineers	2,399	Environmental Scientists	1,100
Mechanical Engineers	788	Biologists	661
Structural Engineers	240	Ecologists	219
Hydraulic Engineers	348	Hydrologists	227
Water Resources Engineers	472	Geologists	443
Environmental Engineers	843	Oceanographers	32
Foundation/Geotechnical Engineers	488	Land Surveyors	172
Soils Engineers	350	Hydrographic Surveyors	43
Cost Engineers/Estimators	240	Architects	679
Value Engineers	109	Landscape Architects	51
Economists	30	CADD Technicians	522
Technicians/Analysts	7,767	GIS Specialist	83

Tetra Tech maintains the flexibility to scale project teams by drawing on a trusted network of local and regional partners. We can bring in qualified subcontractors or consultants with local knowledge, community relationships, and technical expertise to support specific project areas or short-term surge needs when needed.

**TETRA TECH  
SETS THE  
STANDARD.**

No firm has responded to more disaster events with more personnel in a shorter amount of time than Tetra Tech. Our experience with large-scale debris monitoring contracts and PPDR programs allows us to **customize solutions that address Polk County unique needs**. Whether managing right-of-way collection, private property debris, or hazardous tree removal, Tetra Tech has the expertise to execute complex projects efficiently and effectively.



## Tab 4: Compensation Schedule

Tetra Tech strives to provide our clients with quality services at reasonable, competitive hourly rates. We know that our clients will seek state and federal reimbursement for our debris monitoring services and as such we are cognizant that our hourly rates and fees for services provided must be fair and reasonable. Tetra Tech has included the Hourly Rates on Attachment B: Compensation Schedule on the following page.

## **ADDENDUM #6, REVISED ATTACHMENT "B"**

### **COMPENSATION SCHEDULE**

#### **Hourly Labor Rates for Disaster Debris Monitoring Services**

CONTRACTOR will be compensated on the actual hours of services furnished multiplied by the rates listed in Table 1 below.

**Table 1: Hourly Labor Rates**

<b>Labor Category</b>	<b>Hourly Billing Rate</b>
Principal -In-Charge	\$ 79.00
Project Manager	\$ 79.00
Deputy Project Manager	\$ 59.00
Operations Manager	\$ 69.00
Field Supervisor	\$ 52.00
GIS Operator	\$ 45.00
Disposal Site Monitor	\$ 38.75
Collection Monitor	\$ 38.75
Citizen Drop-off Site Monitor	\$ 38.75
Billing/Invoicing/Data Manager	\$ 58.00
Load Ticket Data Entry Clerk	\$ 1.00
Project Coordinator	\$ 42.00
<b>GRAND TOTAL</b>	<b>\$ 600.25</b>

In accordance with 2 CFR 200 Subpart E, Hourly labor rates shall be direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, travel (mileage, lodging, per diem, etc.), and profit.

Reimbursable costs are allowed if pre-approved by the County. These costs are limited to office equipment/supplies, office space, cameras, GPS equipment, safety equipment and any other items requested by the County that is not part of the normal work function.

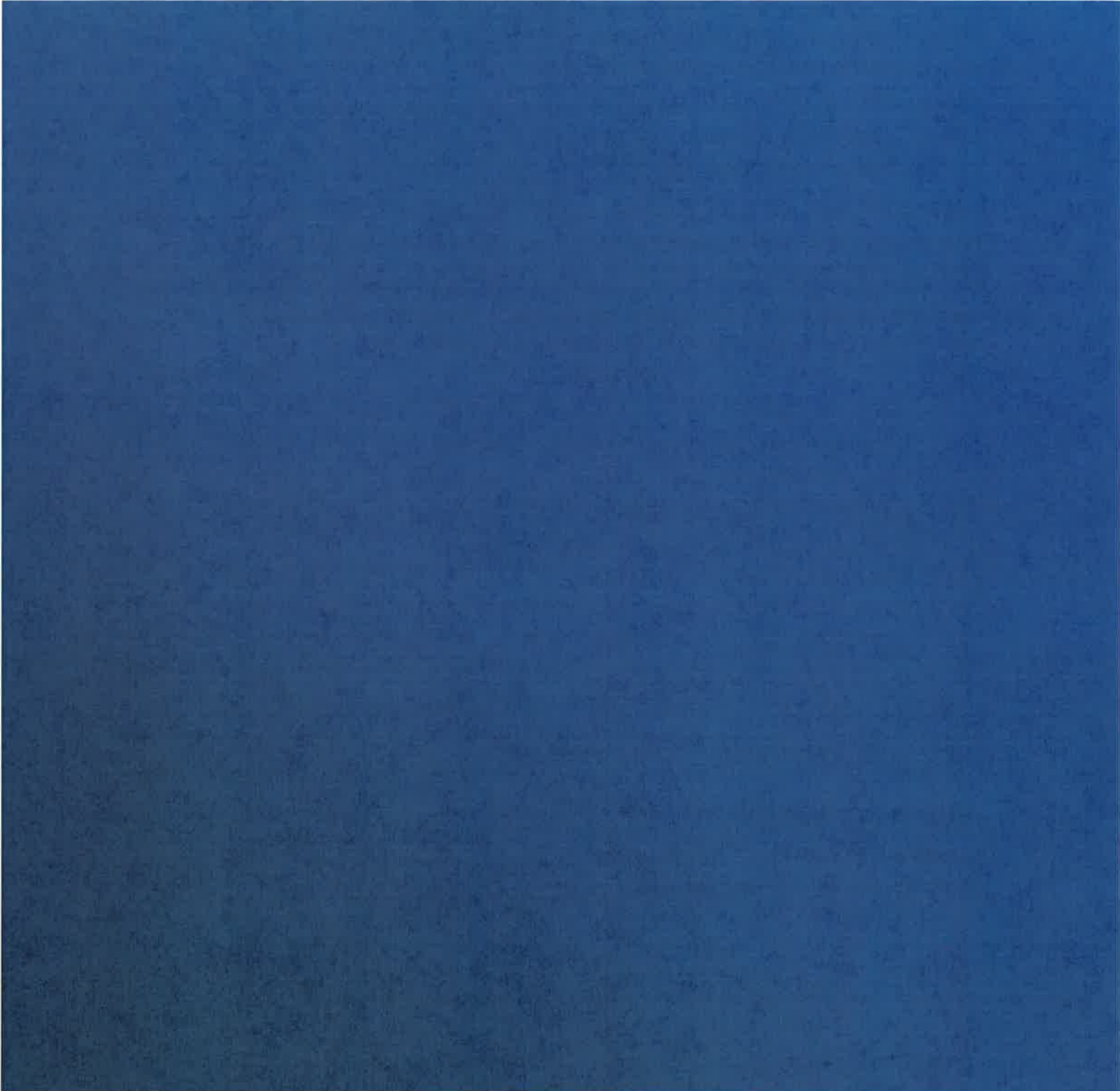
Subcontractor services will be reimbursed at actual costs.

**\*For items not listed, the County will only pay FEMA approved rates**

**\*\*Hourly rates cannot exceed FEMA approved rates**

# Tab 5: Surveys of Past Performance

Provided on the following page, Tetra Tech has included the Surveys of Past Performance from clients.



**Survey Questionnaire – Polk County  
RFP 26-012, Disaster Debris Monitoring Services**

To: Karly Greene (Name of Person completing survey)  
Charlotte County, Florida (Name of Client Company/Consultant)  
 Phone Number: 941-740-3372 Email: karly.greene@charlottecountyfl.gov

Subject: Past Performance Survey of Similar work:

Project name: Hurricane Helene and Milton

Name of Vendor being surveyed: Tetra Tech, Inc.

Cost of Services: Original Cost: \$804,413.50 Ending Cost: \$519,442.85

Contract Start Date: October 2024 Contract End Date: April 2025

**Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.**

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Ability to communicate with Debris Removal Contractor	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Close out process	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10

Printed Name of Evaluator Karly Greene

Signature of Evaluator: *Karly Greene*

Please fax or email the completed survey to: \_\_\_\_\_

## Survey Questionnaire – Polk County

### RFP 26-012, Disaster Debris Monitoring Services

To: Vanessa Caporale (Name of Person completing survey)  
Collier County, Florida (Name of Client Company/Consultant)  
 Phone Number: 239-253-3423 Email: vanessa.caporale@colliercountyfl.gov

Subject: Past Performance Survey of Similar work:

Project name: Hurricane Milton

Name of Vendor being surveyed: Tetra Tech, Inc.

Cost of Services: Original Cost: \$500,000 Ending Cost: \$197,587.50

Contract Start Date: October 2024 Contract End Date: November 2024

**Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.**

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Ability to communicate with Debris Removal Contractor	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Close out process	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10

Printed Name of Evaluator Vanessa Caporale

Signature of Evaluator: VANESSA CAPORALE

Please fax or email the completed survey to: \_\_\_\_\_

**Survey Questionnaire – Polk County  
RFP 26-012, Disaster Debris Monitoring Services**

To: Ashley Mickler (Name of Person completing survey)  
St. Johns County, Florida (Name of Client Company/Consultant)  
 Phone Number: 904-827-6980 Email: amickler@sjcfl.us

Subject: Past Performance Survey of Similar work:

Project name: Hurricane Milton

Name of Vendor being surveyed: Tetra Tech, Inc.

Cost of Services: Original Cost: \$100,000 Ending Cost: \$127,782.06

Contract Start Date: October 2024 Contract End Date: November 2024

**Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.**

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Ability to communicate with Debris Removal Contractor	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Close out process	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10

Printed Name of Evaluator Ashley Mickler

Signature of Evaluator: *Ashley Mickler*

Please fax or email the completed survey to: \_\_\_\_\_

**Survey Questionnaire – Polk County**

**RFP 26-012, Disaster Debris Monitoring Services**

To: Paul Matthews (Name of Person completing survey)

Aiken County, South Carolina (Name of Client Company/Consultant)

Phone Number: 803.642.1623 Email: pmatthews@aikencountysc.gov

Subject: Past Performance Survey of Similar work:

Project name: Hurricane Helene

Name of Vendor being surveyed: Tetra Tech, Inc.

Cost of Services: Original Cost: \$1,506,560 Ending Cost: \$1,420,041

Contract Start Date: October 2024 Contract End Date: February 2025

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Ability to communicate with Debris Removal Contractor	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Close out process	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10

Printed Name of Evaluator: PAUL MATTHEWS

Signature of Evaluator: *Paul Matthews*

Please fax or email the completed survey to: \_\_\_\_\_

### Survey Questionnaire – Polk County

#### RFP 26-012, Disaster Debris Monitoring Services

To: David Derrick (Name of Person completing survey)

City of Greenville, South Carolina (Name of Client Company/Consultant)

Phone Number: 864-467-4335 Email: dderrick@greenvillesc.gov

Subject: Past Performance Survey of Similar work:

Project name: Hurricane Helene

Name of Vendor being surveyed: Tetra Tech, Inc.

Cost of Services: Original Cost: \$1,384,726 Ending Cost: \$571,727

Contract Start Date: September 2024 Contract End Date: April 2025

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	9
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Ability to communicate with Debris Removal Contractor	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	9
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Close out process	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10

Printed Name of Evaluator DAVID DERRICK

Signature of Evaluator: 

Please fax or email the completed survey to: \_\_\_\_\_

**EXHIBIT B - Tetra Tech, Inc.**  
**COMPENSATION SCHEDULE**

**Hourly Labor Rates for Disaster Debris Monitoring Services**  
 CONTRACTOR will be compensated on the actual hours of services furnished multiplied by the rates listed in Table 1 below.

**Table 1: Hourly Labor Rates**

<b>Labor Category</b>	<b>Hourly Billing Rate</b>
Principal -In-Charge	\$ 70.00
Project Manager	\$ 70.00
Deputy Project Manager	\$ 59.00
Operations Manager	\$ 69.00
Field Supervisor	\$ 52.00
GIS Operator	\$ 45.00
Disposal Site Monitor	\$ 38.75
Collection Monitor	\$ 38.75
Citizen Drop-off Site Monitor	\$ 38.75
Billing/Invoicing/Data Manager	\$ 58.00
Load Ticket Data Entry Clerk	\$ 1.00
Project Coordinator	\$ 42.00
<b>GRAND TOTAL</b>	<b>\$ 582.25</b>

In accordance with 2 CFR 200 Subpart E, Hourly labor rates shall be direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, travel (mileage, lodging, per diem, etc.), and profit.

Reimbursable costs are allowed if pre-approved by the County. These costs are limited to office equipment/supplies, office space, cameras, GPS equipment, safety equipment and any other items requested by the County that is not part of the normal work function.

Subcontractor services will be reimbursed at actual costs.

**\*For items not listed, the County will only pay FEMA approved rates**

**\*\*Equipment rates cannot exceed FEMA approved rates**

**Fran McAskill**  
*Director*  
**Procurement Division**



330 West Church Street  
P.O. Box 9005, Drawer AS05  
Bartow, Florida 33831-9005  
Phone: (863) 534-6757  
Fax: (863) 534-6789  
[www.polk-county.net](http://www.polk-county.net)

**EXHIBIT C**

**Board of County Commissioners**

**REIMBURSABLE COST SCHEDULE**

- |  |              |
|--|--------------|
| 1. Subcontractor Services  | Actual Costs |
| 2. Pre-approved Equipment<br>(includes purchase and<br>rental of equipment used in<br>project) | Actual Costs |

# EXHIBIT D

## EVENT PERFORMANCE BOND

### PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_, as Principal, and \_\_\_\_\_ as Surety, located at \_\_\_\_\_ (Business Address) are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Obligee, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is that if the Principal:

Promptly, faithfully, efficiently and fully performs all work, services, duties and obligations set forth and described in that certain Disaster Debris Monitoring Services Agreement # \_\_\_\_\_ (the "Agreement") dated \_\_\_\_\_ between Principal and Obligee for performance of debris monitoring at any County location arising from damage caused by \_\_\_\_\_, at the times and in the manner prescribed in the Agreement; and

Pays Obligee all losses, damages (liquidated or actual), expenses, costs, and attorney's fees, including, without limitation, costs and attorney's fees on appeal, that Obligee sustains resulting directly or indirectly from any breach or default by Principal under the Agreement; and

Performs the guarantee of all work and materials furnished under the Agreement for the time specified therein; and

Satisfies all claims and demands incurred under the Agreement, and fully indemnifies and holds harmless the Obligee from all costs and damages which it may suffer by reason or failure to do so;

then the Surety shall have no obligation under this Performance Bond.

In the event that the Principal shall fail to perform any of the terms, covenants and conditions of the Agreement during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Obligee for all such loss or damage (including reasonable attorney's fees and costs and attorney's fees on appeal) resulting from any failure to perform up to the amount of the sum stated above.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold the Obligee harmless from any and all loss, damage, cost and expense, including reasonable attorney's fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon the Obligee's pursuit of its remedies against Principal, shall remain in full force and effect notwithstanding (i) amendments or modifications to the Agreement entered into by Obligee and Principal without the Surety's knowledge or consent (ii) waivers of compliance with or any default under the Agreement granted by Obligee to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Agreement as a result of any proceeding initiated under the Bankruptcy code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any proceeding.

Any changes in or under the Agreement and compliance or non-compliance with any formalities connected with the Agreement or the changes shall not affect Surety's obligation under this Performance Bond. The Principal shall notify the Surety of all such changes.

Reference is hereby made to Section 255.05, Florida Statutes, and to the notice and time limitation provisions thereof.

IN WITNESS WHEREOF, this instrument is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

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

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

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

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

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

ATTEST:

SURETY: \_\_\_\_\_

Attorney in Fact

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

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

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

**NOTE:** Date of the Performance Bond must not be prior to date of Agreement. If Contractor is Partnership, all partners should execute Bond.

**Important:** Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.



**ROADS & DRAINAGE DIVISION**

**EXHIBIT E**

**Date:** \_\_\_\_\_  
**Company Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Project Manager:** \_\_\_\_\_

**Subject:** Conditional Notice to Proceed for Disaster Debris Monitoring Services Agreement # \_\_\_\_\_

This letter serves as Roads and Drainage’s Conditional Notice to Proceed (CNTP) to begin the mobilization process to commence work relative to the above referenced Agreement. This CNTP is limited to the scope of work for storm \_\_\_\_\_ in accordance with the Agreement and further detailed below:

A performance bond in the amount of \$ \_\_\_\_\_ meeting the contract requirements should be emailed to Tabatha Shirah, Sr. Procurement Analyst at [tabathashirah@polkfl.gov](mailto:tabathashirah@polkfl.gov) before the work starts. The original performance bond should be delivered within seven (7) business days from the date above to Polk County Procurement, 330 West Church Street, Room 150, Bartow, Florida 33830, Attn: Tabatha Shirah (863) 534-5935. Please attach a copy to this Notice.

Please acknowledge receipt and acceptance of this notice by signing in the space provided below.

Cordially,

\_\_\_\_\_  
Roads and Drainage \_\_\_\_\_  
(Authorized signature, title, and date)

I acknowledge receipt of this Notice on: \_\_\_\_\_ (date)

Name of the Authorized Company Representative: \_\_\_\_\_

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