



County of Flagler

25-RFP-039

PROFESSIONAL LAND MANAGEMENT SERVICES

This Contract, entered into this Monday, June 2, 2025 by and between the Flagler County Board of County Commissioners, a political subdivision of the State of Florida, whose address is 1769 East Moody Blvd., Building 2, Bunnell, FL 32110, hereinafter called the **COUNTY**, and Terracon Consultants, Inc., a Delaware corporation, whose address is 10841 S. Ridgeview Rd., Olathe, KS 66061, hereinafter called the **CONTRACTOR**.

WITNESSETH: That the **COUNTY** agrees with the **CONTRACTOR**, as follows:

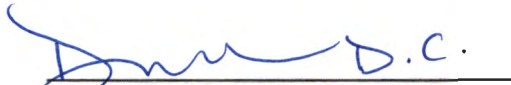
- A. The Contract shall consist of the following, all of which are hereby made a part hereof:
 - 1. 25-RFP-039 Bid Documents including Addendums No. 1 - 2
 - 2. 25-RFP-039 Bid Submission
 - 3. Insurance Certificate(s)
- B. The **CONTRACTOR** agrees to furnish all labor, equipment, material and the skill necessary for the complete work as set forth in the component parts of the Contract described herein and to the satisfaction of the **COUNTY** or its duly authorized representative.
- C. The **CONTRACTOR** agrees to commence the work to be done under this Contract, beginning after the award date.
- D. The **COUNTY** agrees to pay the **CONTRACTOR** for the services rendered, in accordance with the pricing structure set forth in the Bid Submission.

[SIGNATURE PAGES TO FOLLOW]

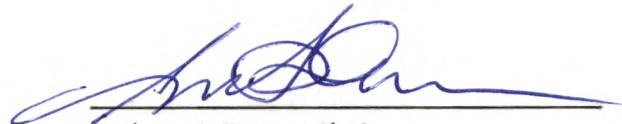
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized, this the day and year above written.

Attest:

**FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS**

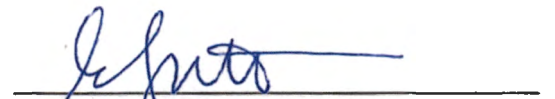


Tom Bexley, Clerk of the Circuit
Court and Comptroller



Andrew S. Dance, Chair

APPROVED-AS-TO-FORM



Sarah E. Spector, Assistant County Attorney

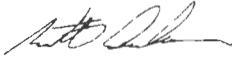
As authorized for execution by the Board of Flagler County
Board of County Commissioners at its June 2, 2025, regular
meeting.

[THIS SPACE INTENTIONALLY LEFT BLANK]

#25-RFP-039

Title: Professional Land Management Services

ATTEST:



Signature

Brett Anderson, Group Manager

Print Name, Title

TERRACON CONSULTANTS, INC.

Taylor,
Ryan R

Digitally signed by Taylor, Ryan R
DN: cn=Taylor, Ryan R,
ou=General Users,
email=Ryan.Taylor@terracon.com
Date: 2025.05.15 14:20:13 -04'00'

Signature

Ryan Taylor

Print Name, Title

5-15-25

Date



County of Flagler

REQUEST FOR PROPOSAL

25-RFP-039

PROFESSIONAL LAND MANAGEMENT SERVICES

RELEASE DATE: January 30, 2025

RESPONSE DEADLINE: March 5, 2025, 2:00 pm

Please refer to the project timeline in this document for all important deadlines.

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Attachments:

- A - PO-Standard-Terms-Conditions
- B - Insurance Requirements
- C - References_Form_11.18.24 (1)
- D - Federal_Contract_Provisions_01.10.25
- E - DRUG_FREE_WORKPLACE
- F - Proposal_Form_11.18.24
- G - Flagler_Hold_Harmless_Agreement_11.18.24
- H - Prohibition_Against_Contigent_Fees_11.18.24
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1. Introduction

1.1. Summary

The purpose for this Request for Proposal (RFP) is to solicit competitive sealed proposals from interested firms to assist Flagler County with Professional Land Management Services including but not limited to Land Management, Forest Resource Management, Wildlife Management, Exotic and Invasive Species Management, Permitting Assistance and Prescribed Fire Management. The County encourages bidders to provide pricing for any scope of service no matter how extensive. The responding firm does not have to provide all facets of this solicitation.

1.2. Background

It is the intent and purpose of the Flagler County Board of County Commissioners (County) that this Request for Proposal (RFP) promotes competitive selection. It shall be the proposer's responsibility to advise the Office of Procurement and Contracts if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this Request for Proposal (RFP) to a single source.

1.3. Contact Information

Kelly Bowman

Procurement Coordinator

1769 E Moody Blvd, Bldg 2

Bunnell, FL 32110

Email: kbowman@flaglercounty.gov

Phone: [\(386\) 313-4096](tel:(386)313-4096)

Department:

Land Management

Department Head:

Mike Dickson

Director

1.4. Timeline

Release Project Date	January 30, 2025
Question Submission Deadline	February 13, 2025, 5:00pm

Proposal Submission Deadline	March 5, 2025, 2:00pm Microsoft Teams meeting Join on your computer, mobile app or room device https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting Meeting ID: 232 701 075 515 Passcode: mH6hW5bY
Evaluation/Scoring Meeting	March 20, 2025, 9:00am Flagler County BOCC Financial Services Conference Room 1769 E Moody Blvd, Bldg 2 Bunnell, FL 32110

2. General Terms and Conditions

2.1. Submission of Offers

The Flagler County Board of County Commissioners ("Flagler County" or "County") are requesting proposals for the service and/or product(s) detailed within this solicitation. If your company is interested in submitting a proposal to provide this service and/or product(s), please provide the requested information in this solicitation, complete the included forms, and submit these documents with your response through OpenGov Procurement, at <https://procurement.opengov.com/portal/flaglercounty> by the date and time posted. The submission of responses prior to the specified date and time is solely and strictly the responsibility of the Proposer. Responses received after the posted date and time will not be considered. Additional information may be submitted with the response. No offer may be modified after acceptance. Terms and conditions differing from those in this solicitation may be cause for disqualification of the Response. Failure to provide the required information may result in the Response not being considered.

Do not submit confidential information, proprietary information and/or trade secrets.

2.2. Purchase Order/Master Agreement Terms and Conditions

The County's general terms and conditions for Purchase Orders or Master Agreements included as an exhibit with this Request for Proposal (RFP) shall apply unless otherwise noted.

2.3. Compliance with Ordinances, Regulations, and Laws

The County reserves the right to require proof that the Proposer is an established business and is abiding by all applicable local, State, and Federal ordinances, regulations, and laws. This may include, but is not limited to, business tax receipts, business licenses, Florida sales tax registration, Federal Employers Identification Number, and/or registration with the Florida Department of State, Division of Corporations' Sunbiz website at www.sunbiz.org.

2.4. Agreement Cancellation

1. The County reserves the right to cancel any Agreement resulting from this Request for Proposal (RFP) without cause with a minimum thirty (30) days written notice to the Contractor.
2. The Contractor may cancel the Agreement resulting from this Request for Proposal (RFP) without cause with a minimum thirty (30) days written notice to the County.

2.5. Proposer's Responsibility

The Proposer, by submitting a Response, represents that:

1. The Proposer has read and understands the Solicitation in its entirety and that the Response is made in accordance therewith;

2. The Proposer possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County;
3. The Proposer has made all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the Agreement and to verify any representations made by Flagler County, Florida, upon which the Proposer will rely. If the Proposer receives an award because of its Response, failure to have made such investigations and examinations will in no way relieve the Proposer from its obligations to comply in every detail with all provisions and requirements of the Agreement, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Proposer for additional compensation or relief; and,
4. The Proposer will be held responsible for any and all discrepancies, errors, etc., in discounts or rebates which are discovered during the Agreement term or up to and including three (3) fiscal years following the County's annual audit.

2.6. Execution of Offer

Offer shall contain a signature in the space(s) provided of a representative authorized to legally bind the Proposer to the provisions therein. All spaces requesting information from the Proposer or asking a question of the Proposer shall be completed.

2.7. Opening

Pursuant to Section 119.071, Florida Statutes, responses and the completed tabulation will be available for inspection within thirty (30) days of Solicitation opening. Contact the Office of Procurement and Contracts during regular business hours to inspect responses and the completed tabulation or go to the County's [eProcurement Portal](#) for inspection of the completed tabulation. The foregoing notwithstanding, if, prior to the County making responses available for inspection, the County rejects all responses and concurrently provides notice of the County's intent to reissue the solicitation, then the County may avail itself of the exemption for rejected responses set forth in Section 119.071, Florida Statutes, to the extent such Section may apply.

Solicitation openings and public meetings may be attended either in person or remotely. Solicitation openings may be accessed remotely as described in the introduction timeline section of this Solicitation.

In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the Office of Procurement and Contracts at (386) 313-4008 two (2) business days before any meeting date.

2.8. Public Records Law

Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-313-4001, PUBLICRECORDS@FLAGLERCOUNTY.GOV, BY MAIL, FLAGLER COUNTY BOARD OF COUNTY COMMISSIONERS, OFFICE OF PROCUREMENT AND CONTRACTS , ATTN: ADMINISTRATION, 1769 E. MOODY BLVD, BLDG. 2, BUNNELL, FL 32110.

By entering into this Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

1. Keep and maintain public records required by the County to perform the services and work provided pursuant to this Contract.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in 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 Contract term and following completion or termination of the Contract if the Contractor does not transfer the records to the County.
4. Upon completion or termination of the Contract, transfer, at no cost, to the County all public records in the 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 or termination of the Contract, 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 or termination of the Contract, 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.

Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the

Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Contractor authorizes County to seek declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Flagler County on an expedited basis to enforce the requirements of this section.

2.9. Confidential Information and Infringement

- A. Confidential Information and/or Trade Secret do not include the following:
 - 1. Information already known or independently developed the party in possession; or
 - 2. Information in the public domain through no wrongful act of the party in possession; or
 - 3. Information received by the party in possession from a third party who was free to disclose it; or
 - 4. Information regularly disclosed to third parties without restriction on disclosure; or
 - 5. Information required to be disclosed by law or an order of a court of competent jurisdiction.
- B. Confidential Information and Infringement. If Contractor is licensing or developing software (including derivative works) for use by the County, Contractor grants County a perpetual, fully paid, non-assignable, non-exclusive, royalty-free license to use Contractor's software deliverables developed or licensed under a Contract. Said license includes software owned by Contractor, which is furnished under a Contract, for County's internal use with such use to include the right to modify such deliverable(s) and to create derivative works for such internal use including, without limitation, the right to use such deliverable(s).
- C. If Contractor is licensing, providing, or developing software including derivative works for use by the County, Contractor agrees to protect and indemnify and hold harmless the County, its agents, elected officials and employees of the County from and against any and all claims, demands, actions, and causes of action which may arise asserting that all or any part of the Contractor licensed applications provided under any software owned by Contractor and licensed to County or provided by Contractor for use thereof by the County, infringes or misappropriates any third party's United States patent, copyright or any trade secret protected under United States law.

1. In addition to the foregoing indemnification provision, Contractor shall also take the following steps to assure that County can continually use the software which Contractor has directly licensed to County or provided for use thereof by the County in substantially the same manner delivered or subsequently enhanced or modified by:
 - a. Promptly replacing the allegedly infringing or misappropriated item or items with compatible, functionally equivalent items which are not alleged to be infringing or misappropriated; or
 - b. Promptly modifying the alleged infringing or misappropriated item or items to eliminate the alleged infringement or misappropriation without impairing County's intended use of the Licensed Applications and/or Sublicensed Applications in any manner; or
 - c. Promptly procuring the right for the County to continue to use the Licensed Applications and/or Sublicensed Applications without modification; and
 - d. Unless otherwise agreed by the parties, promptly shall mean for the purposes of this Section that the events described herein shall occur in no less than sixty (60) days from the date that notice of the claim is received by Contractor unless otherwise agreed by the Parties.
- D. In the event that Contractor does not enable the County to use that which Contractor has delivered through accomplishing one or more of the alternatives set forth in above within aforementioned time period set forth herein during the term of a Contract, Contractor shall be in material default of a Contract and subject to Termination.
- E. If Contractor is granting a license or develops software for the County under this Contract, it hereby warrants and represents that:
 1. Contractor is the sole owner of all right, title, and interest in and to the Contractor licensed software, user manuals and documentation, including all patents, copyrights, copyright rights, trade secrets, trademarks, trade names and all proprietary and intellectual rights and confidential information contained therein, and that it is authorized to enter into a Contract and grant County a perpetual license; and
 2. No portion of any licenses or right granted to the County to use Contractor's software pursuant to the terms of the applicable software license contract of Contractor for any work performed under a Contract violates or is protected by right, title, interest or similar right of any third person or entity.

2.10. Clarification, Correction of Entry, Minor Irregularities

The Flagler County Board of County Commissioners reserves the right to allow for the clarification of questionable entries and the correction of obvious mistakes. The County reserves the right to waive minor irregularities in Submittals, providing such action is in the best interest of the County. Minor irregularities are

defined as those that have no adverse effect on the County's best interests and will not affect the outcome of the selection process by giving the Proposer an advantage or benefit not enjoyed by other Proposers.

2.11. Revisions, Addenda, Questions & Answers

1. It is incumbent upon each Proposer to carefully examine the specifications, scope of work/service, terms, and conditions of this Solicitation. The posting of answers through the County's [eProcurement Portal](#) is the only official method by which interpretation, clarification, or additional information can be given. Questions and exceptions concerning any Section of this Solicitation shall be directed through the question-and-answer section of the County's [eProcurement Portal](#).
2. If it becomes necessary for the County to revise or clarify any part of this Solicitation it will be updated on the County's [eProcurement Portal](#) by the posting of answers to questions received and/or the revision of solicitation language/documentation. It is each Proposer's responsibility to check the County's [eProcurement Portal](#) for any posted answers, and/or solicitation changes. Each Proposer shall ensure that they have reviewed all questions & answers and/or changes to this Solicitation before submitting their Response. By submitting a response, Proposers acknowledge that they have reviewed all posted answers, and/or solicitation changes prior to the posted closing date and time.
3. Each answer issued by the County shall become a material part of this Solicitation. Answers posted by the County and/or changes made to the Solicitation are authoritative and shall be considered an addendum to the Solicitation.
4. All information in this Solicitation, including information provided through the Question & Answer feature, are incorporated into the Solicitation and/or any Contract resulting from this Solicitation.
5. Questions and exceptions shall be submitted before 5:00 pm on Thursday, February 13, 2025 . Thereafter, no further questions or exceptions will be accepted or reviewed by the County and Proposer's right to submit questions or exceptions will terminate and any questions or exceptions not previously made shall be deemed waived. Oral representations will not be binding on the County.

2.12. Incurred Expenses

The County has no obligation to make an award as a result of this Solicitation, nor shall the County be responsible for any cost or expense which may be incurred by any Proposer in preparing and submitting a Response, or any cost or expense incurred by any Proposer prior to the execution of a Purchase Order or Contract/Agreement.

2.13. Disadvantaged Businesses

The Flagler County Board of County Commissioners has adopted policies which assure and encourage the full participation of Minority Business Enterprises (MBE), Women-owned Business Enterprises (WBE), and Veteran-owned Business Enterprises (VBE) in the provision of goods and services. The County encourages joint ventures with these businesses.

2.14. Local Preference

It is the policy of the Board that Flagler County vendors are given preference in the procurement process, unless otherwise prohibited or waived by the County Administrator.

The term Flagler County Vendor means any business: having a physical location within the boundaries of Flagler County for at least twelve (12) months immediately prior to the issuance of the request for Quotes, Bids or Proposals by the County; holding any business licenses required by the County, and/or, the municipalities, if applicable; and employing at least one (1) full time employee, or two (2) part-time employees whose primary residence is in Flagler County, or, if the business has no employees, the business shall be at least fifty (50) percent owned by one (1) or more persons whose primary residence is in Flagler County.

Any procurement for purchases \$100,000 or more by the County to which the provisions of this Section are being applied shall contain a statement that a local preference will be used in the evaluation and award of that purchase. When local preference will apply, it is the vendor's responsibility to request Local Preference by submitting a completed Local Preference Affidavit with its sealed bid or proposal.

For County purchases less than \$100,000, it is the vendor's responsibility to request Local Preference by submitting a completed Local Preference Affidavit with its quotation.

2.15. Pricing

Unless otherwise specified, prices offered shall:

- remain firm for a period of at least ninety (90) days from the date of Solicitation opening, prior to award being made;
- include FOB Destination, all packing, handling, shipping charges and delivery to any point(s) within the County to a secure area or inside delivery (for goods);
- include all expenses necessary to provide the service at the location specified (for services).

2.16. FOB Destination

The FOB point for this Agreement and for all purchases made under it shall be as specified by the using department (in accordance with the Solicitation Submittal Form), in Flagler County, Florida. Delivery will not be complete until the using department has accepted each item. Delivery to a common carrier shall not constitute delivery to the ordering agency. All disputes shall be between the Contractor and the carrier.

2.17. Payment Terms

Unless otherwise stated in the Special Terms and Conditions, the County will remit full payment on all undisputed invoices within forty five (45) days from receipt by the appropriate person(s) (to be designated at time of Agreement) or receipt of all products or services ordered in accordance with F.S.S. 218.74.

2.18. Unusual Costs

The Contractor may petition the County at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year. If the Contractor petitions for such an increase, the Contractor shall also petition for a rate reduction on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year; failure to make such petition may be grounds for Agreement termination.

The Contractor's request shall contain substantial proof and justification to support the need for the rate adjustment. The County may request from the Contractor, and the Contractor shall provide, such further information as may be reasonably necessary in making its determination. The County shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the County. Any price redetermination shall be solely based upon the documentation provided and the County reserves the right to rescind any price relief granted should the circumstances change, and prices go down.

2.19. Additional Terms & Conditions

The Flagler County Board of County Commissioners reserves the right to reject offers containing terms or conditions contradictory to those requested in this Solicitation.

2.20. Taxes

County is exempt from Manufacturers' Federal Excise Tax (Exemption# 59-78-0089K) and Florida sales tax (Exemption# 85-8013245979C-5). Certificates are available and can be obtained by emailing purchasing@flaglercounty.gov.

2.21. Discounts

All discounts except those for prompt payment shall be considered in determining the lowest net cost for evaluation purposes. All discounts shall remain firm for the term of the Agreement.

2.22. Meets/Minimum Specifications

The specifications listed in the Scope of Work are the minimum required performance specifications for this Solicitation; they are not intended to limit competition nor specify any particular Proposer, but to ensure that the County receives quality services. The Proposer represents that all offers to this Solicitation shall meet or exceed the minimum requirements specified.

2.23. Samples

When required, samples of products shall be furnished with Response to the County at no charge. Samples may be tested and will not be returned to the Proposer. The result of any and all testing shall be made available upon written request.

2.24. Silence of Specifications

The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.

2.25. Change in Scope of Work/Service

1. The County may order changes in the work/service consisting of additions, deletions, or other revisions within the general scope of the Agreement. No claims may be made by the Contractor that the scope of the project or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the Agreement, unless such changes or adjustments have been made by written amendment or change order to the Agreement signed by the County Representative, County Procurement and Contract Services Manager, and the Contractor.
2. If the Contractor believes that any particular work/service is not within the scope of work/service of the Agreement, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the County's Representative in writing of this belief. The Contractor and County shall negotiate modifications to the Agreement in good faith and agree upon equitable adjustment for any changes in services or other obligations required of the Contractor due to such modifications. The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.
3. The County reserves the right to negotiate with the awarded Contractor(s) without completing the competitive bidding process for materials, products, and/or services similar in nature to those specified within this solicitation for which requirements were not known when the Solicitation was released.

2.26. Governing Laws/Venue

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida without giving effect to the choice of law principles thereof. Jurisdiction over, and venue for, any controversies or legal issues arising out of this Agreement shall, if in state court, be exclusively in the 7th Judicial Circuit in and for Flagler County, Florida, or, if in federal court, in the Middle District of Florida,

Jacksonville Division. By entering into this Agreement, Contractor and County hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement, and, unless otherwise expressly provided herein, each agrees to bear its own costs and attorney's fees relating to any dispute arising under this Agreement.

2.27. Assignment

Contractor may not assign or otherwise convey Contractor's rights and/or obligations under this Agreement without obtaining County's prior written consent, which consent County may withhold, limit and/or condition in County's sole discretion, including, but not limited to, requiring the Contractor or his/her proposed successor in interest to post a performance bond. Any consent by the County under this Section shall be by written amendment to the Agreement in a form and substance specified by the County in its sole discretion. If Contractor desires to assign or otherwise convey its rights and/or obligations under this Agreement, Contractor shall, no less than thirty (30) days prior to the assignment's proposed effective date, provide County with a written request for County's consent. Failure to provide such notice may result in the County assessing a processing fee of Five Hundred Dollars (US \$500.00); however, payment of such fee shall not entitle the Contractor to the County's acceptance or approval of its request for assignment.

Nothing herein shall preclude the right of the County to waive its rights under this Section, but no waiver shall be granted by the County without a written and duly executed amendment to the Agreement.

2.28. Content of Solicitation/Response

The contents of this Solicitation, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested in this Solicitation shall supersede the requirements as specified in the *General Terms and Conditions* and/or *Special Terms and Conditions* section(s) of this Solicitation.

2.29. Contract

The contents of this Solicitation and all provisions of the successful proposal deemed pertinent by the County may be, at the sole discretion of the County, incorporated into an Agreement and become legally binding on the selected Proposer. The content of the Agreement may contain changes as a result of the Solicitation process and the content of the submittal received. The Contract shall, at minimum, include the substantive terms and conditions as outlined in the Solicitation and be subject to review by the County Attorney or designee prior to approval and execution for determination of legal form and substantive sufficiency, and may contain those additional terms and conditions that the County deems in its best interest.

1. The Procurement and Contract Services Manager, County Administrator, and County Chair are the sole Contracting Officers for the County and only they or their designees are authorized to make changes to any contract.

2. The County shall be responsible for only those orders placed by the County on an authorized signed Purchase Order or Master Agreement. The County shall not be responsible for any order, change substitution or any other discrepancy from the Purchase Order or Master Agreement. If there is any question about the authenticity of a Purchase Order, Master Agreement, or change order, the Proposer should promptly contact the Office of Procurement and Contracts at 386 313 4008.

2.30. Disclosure of Response Content

All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this Solicitation. Selection or rejection of any Response does not affect this right. Flagler County, Florida, is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.).

2.31. Limitation of Liability/Indemnification

The Contractor shall indemnify, defend, and hold harmless the County including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status and the State of Florida, including its officers and employees, from and against all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or its subcontractors, agents, employees, or any persons employed or utilized by the Contractor in the performance of the Contractor's obligations or services under this Agreement. Such obligations or services shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exhaust as to a party or person describe in this Agreement.

In all claims against the County, Contractor's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or any benefits payable by or for Contractor, or its employees, agents, contractors, or subcontractors.

Indemnification for Grant Funded Projects. For any agreements that are funded or may in future be funded by Federal Emergency Management Agency (FEMA) Public Assistance grants or other Federal or State grants or program, the following shall apply: Contractor shall indemnify, defend and hold harmless the Florida Department of Emergency Management, its employees and/or their contractors (FDEM) and the government of the United States, its employees and/or their contractors (US), from and against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees arising out of, resulting from, or incident to Contractor's performance of its obligations in whole or part of this Agreement, unless such injury or damage is occasioned solely by the fault, negligence, or willful misconduct of the FDEM, or US.

In all claims against FDEM or US, Contractor's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or any benefits payable by or for Contractor, or its employees, agents, contractors, or subcontractors.

2.32. Payment of Subcontractors

Contractor shall save and hold the County harmless from any and all claims or actions by their Subcontractor(s) for payment of monies such Subcontractor claims to be owed by Contractor for Work performed under a Contract. Nothing in a Contract shall create any obligation on the part of the County to pay directly to any Subcontractors any monies due for Work performed under a Contract.

2.33. Infringement Claim

For all licensed software or derivate works of the licensed software used by County under the resulting Agreement, Contractor agrees to protect, defend, indemnify, and hold harmless the County, its agents, elected officials and employees from and against any and all claims, demands, actions, and causes or action which may arise asserting that all or any part of Contractor's licensed software or applications that are owned and licensed by Contractor to County for use thereof by County, infringes or misappropriates any third party's valid state patent, copyright, trademark, or any trade secret protected under United States law. In the event of an infringement claim, Contractor shall have the option: (i) to procure for County the right to continue using any product or service found to be infringing; (ii) to replace any such infringing product or service with a non-infringing product or service; or (iii) to modify such infringing product or service to make it non-infringing. Contractor shall have no obligation under this Section if the Infringement Claim is based upon the use of the system in combination with other hardware or software applications not furnished by Contractor, or if such a claim arises from County's modification of the system without the authorization of Contractor.

2.34. Sovereign Immunity

County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes (as amended). Notwithstanding anything set forth in any Section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the County for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

2.35. Compliance with Federal E-Verify Regulations

Contractor covenants and agrees to the following provisions, as required by law:

1. If and to the extent the Agreement meets the criteria set forth at 48 C.F.R. § 52.222-54(e), the criteria of 48 C.F.R. § 52.222-54 are hereby incorporated by reference into this Agreement as if fully set forth herein.
2. Contractor and any of Contractor's Subcontractors shall register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility and work authorization status of all new employees hired by Contractor (or Contractor's Subcontractors) on

or after the effective date of this Agreement and thereafter during the remaining term of the Agreement.

3. In the event Contractor enters into a subcontract, Contractor shall require, via written contract, the Subcontractor agree to: (i) register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired on or after the effective date of the subcontract and thereafter during the remaining term of the subcontract; and (ii) provide Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of this Agreement or the subcontract, whichever is longer. Contractor shall provide a copy of such affidavit to the County before the Subcontractor begins any work associated with the Agreement. If the County has a good faith belief that a subcontractor knowingly violated the requirements set forth in this Section or Sections 448.09(1) or 448.095 of the Florida Statutes, but also has a good faith belief Contractor otherwise complied with this Section and applicable law, the County shall promptly notify Contractor and order Contractor to immediately terminate its contract with the Subcontractor. Failure to comply with said order shall constitute a material breach of this Agreement.
4. If the County has a good faith belief Contractor has knowingly violated, or if Contractor is found to have violated, this Section; Section 448.09(1), Florida Statutes; Section 448.095, Florida Statutes; or the Presidential Executive Order and subsequent Federal Acquisition Regulation (FAR) rule requiring federal contractors to use E-Verify, if applicable, then the following shall be true: (i) such violation shall be a material breach of this Agreement by Contractor; (ii) Contractor shall indemnify, defend, and hold harmless the County from any resulting costs or expenses, including fines or penalties levied by a government agency and the County's loss or repayment of grant funds; (iii) the County may terminate this Agreement immediately and without penalty and such termination shall not be or be considered a breach of this Agreement; and (iv) Contractor shall be liable for any additional costs incurred by the County as a result of the termination of the Agreement. Contractor acknowledges and understands that if the County terminates this Agreement in accordance with this Section, Contractor shall be ineligible for award of a public contract for at least one (1) year after the date on which the Agreement was terminated.

2.36. Public Entity Crimes

Pursuant to paragraph 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not

transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

By entering into this Agreement, the Contractor represents and warrants that it is not on the convicted vendor list and not under investigation for violation of any state or federal law relating to public entity crimes. The Contractor further represents and warrants that its subcontractors and implementer, if any, are not on the convicted vendor list and not under investigation for violation of any state or federal law relating to public entity crimes.

2.37. Use of County Logo

The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in this Solicitation permits or shall be construed as authorizing Proposer to use or display County's Intellectual Property on Proposer's submittal documents or proposal (including any exhibits attached thereto) submitted to County by or on behalf of Proposer in response to this solicitation. The County has the right to redact the County Logo displayed on any Response.

2.38. Training

Unless otherwise specified suppliers/providers may be required at the convenience of, and at no expense to, the County to provide training to County personnel in the operation and maintenance of any item purchased as a result of this Solicitation.

2.39. Acceptance

Products purchased as a result of this Solicitation may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at Contractor's expense. Those items and items not delivered by the delivery date specified in accepted offer and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Contractor.

2.40. Safety Warranty

Any awarded Contractor including dealers, distributors, and/or manufacturers shall be responsible for having complied with all Federal, State, and local standards, regulations, and laws concerning the product or service specified, and the use thereof, applicable and effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies.

2.41. Safety

The Contractor shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed by the Contractor in performing the work. The Contractor shall, at all times, comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. The Contractor shall indemnify and hold harmless the County from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court

costs) which may be imposed on the County because of the Contractor, Subcontractor, or supplier's failure to comply with the regulations.

2.42. Warranty

The Proposer agrees that, unless otherwise specified, the product and/or service furnished as a result of this Solicitation and award thereto shall be covered by the most favorable commercial warranty the Proposer gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the Flagler County Board of County Commissioners by any other provision of the Solicitation/offer.

2.43. Award of RFP

The County reserves the right to award the Agreement to the Proposer(s) that the County deems to offer the best overall Proposal or solution, as defined in the solicitation section, Special Conditions - Evaluation Criteria. The County is therefore not bound to accept a proposal based only on lowest price. In addition, the County has the sole discretion and reserves the right to cancel this RFP, to reject any/all proposals, to waive any/all informalities and/or irregularities, or to re advertise with either the identical or revised specifications if it is deemed to be in the best interest of the County to do so. Nothing prohibits the County from rejecting and re soliciting when responses exceed budget, and the County must change the solicitation to lower costs. The County also reserves the right to make multiple awards based on experience and/or qualifications of Proposers and to award only a portion of the items and/or services specified, if deemed to be in the County's best interest.

2.44. Other Agencies

All Contractors awarded Agreements from this Solicitation may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Agreement under the same prices, terms, and conditions, if agreed to by both parties. It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Contractor(s).

2.45. County Facilities

County facilities are administrative facilities that provide services to the Flagler County public and any agencies that it serves. As such, activities in all buildings are critical to the provisioning of services to the public and shall not be interrupted by the Contractor's work activities.

2.46. Licenses, Certificates, and Permits

1. The County reserves the right to require proof that the Proposer is an established business and is abiding by the ordinances, regulations, and laws of their community and the state of Florida, such as but not limited to: Business Tax Receipts, business licenses, Florida sales tax registration, Federal

Employers Identification Number, Registration with the Florida Department of State, and the Division of Corporations' Sunbiz at www.sunbiz.org.

2. The Proposer shall be required, upon notification of recommendation of award, to register with the Florida Department of State Division of Corporations at www.sunbiz.org in order to provide services under the resulting Agreement.
3. If a license is required, the Proposer shall be licensed to perform the required work in accordance with the laws of the State of Florida and local ordinances. Proposer shall also verify that his/her subcontractors are licensed to perform the work in accordance with the laws of the State of Florida and local ordinances.
4. If applicable, the Proposer shall have a current professional registration certificate from the appropriate governing board. The Proposer must be properly registered at the time of its submittal to practice their profession in the State of Florida.
5. At time of Solicitation submittal, Proposer shall hold the required licensure to be the prime Contractor for all work to be performed under the resulting Agreement. If Proposer proposes to use a Subcontractor or sub-consultant to perform any work under the resulting Agreement such subcontractor and/or sub-consultant shall, at the time of Solicitation submittal, hold the required licensure for all work to be performed under the resulting Agreement as a subcontractor and shall maintain such license(s) in full force and effect during the term of the resulting Agreement. All licenses and permits required to perform Contractor's duties under the resulting Agreement whether such license or permit is required by the federal government, State of Florida, Flagler County, or any municipality, shall be at Proposer's sole cost and expense, and shall not be a cost of the County. All required licenses and permits shall be maintained in full force and effect during the term of the resulting Agreement.

2.47. Records & Right to Audit

County shall have the right to audit the books, records, and accounts of Contractor and its Subcontractors that are related to the resulting Contract. Contractor and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the resulting Contract. Contractor shall preserve and make available, at reasonable times for examination and audit by the County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for a retention period of five (5) years after completion or termination of the Contract, and any renewals, as required by Item 65, General Records Schedule GS1-SL for State and Local Government Agencies, effective February 19, 2015 and the Florida Public Records Act (Chapter 119, Florida Statutes). Contractor shall, by written Contract, require its Subcontractors to agree to the requirements and obligations of this Section. Audits will be subject to applicable privacy and confidentiality laws and regulations and Contractor's privacy and confidentiality policies and procedures.

2.48. Claim Notice

The Contractor shall immediately report in writing to the County's designated representative or agent any incident that might reasonably be expected to result in any claim under any of the coverage mentioned herein. The Contractor agrees to cooperate with the County in promptly releasing reasonable information periodically as to the disposition of any claims, including a résumé of claims experience relating to all Contractor operations at the County project site. The designated representative for the County shall be:

Flagler County Board of County Commissioners

Human Resources/Risk Management Division

Address: 1769 E. Moody Blvd., Bldg. 2

Bunnell, Florida 32110

Telephone: 386-313-4035

Fax: 386-313-4107

2.49. Waiver of Claims

Once the Agreement expires, or final payment has been requested and made, the awarded Contractor shall have no more than thirty (30) calendar days to present or file any claims against the County concerning the Agreement. After that period, the County will consider the Contractor to have waived any right to claims against the County concerning the Agreement.

2.50. Compliance with Laws and Regulations

The Contractor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations (including but not limited to the following statutes: Americans with Disabilities Act (ADA), Titles I, II and III of the ADA; Federal Immigration Reform and Control Act of 1986 (as amended); and Title VII of the Civil Rights Act of 1964 (as amended), and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor shall observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees for all work or services performed under the Agreement. The Contractor shall indemnify, defend and hold harmless the County and all its officers, agents, servants, and employees against any liability or claim made against the County arising from, or based on, the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, Subcontractors, sub-consultants, professional associates, agents, servants, or employees.

Pursuant to Section 287.05701, Florida Statutes, vendors are hereby notified that:

- The County shall not request documentation of or consider a vendors social, political or ideological interests when determining if the vendor is a responsible vendor: and

- The County may not give preference to a vendor based on the vendors social, political or ideological interests.

2.51. For Internet/Web Services

For the purposes of this paragraph, any services or products offered to public via the internet or online must comply with WCAG 2.0 AA in order to be deemed ADA compliant. The County will provide Contractor with prompt written notice with respect to any ADA deficiencies of which the County is aware and Contractor will promptly correct such deficiencies. If the County, the Department of Justice, or other governmental entity tasked with the enforcement of the ADA ("Enforcement Agency") notes any deficiency in the facilities, practices, services, or operations of the Contractor furnished or provided in connection with this Agreement, Contractor shall, at no additional charge or cost to the County, immediately cure any such deficiencies without delay to the satisfaction of such Enforcement Agency. Contractor further agrees that it shall, to the extent permitted by law, indemnify, defend, and hold harmless the County against any and all claims, sanctions, or penalties assessed against the County, which claims, sanctions, or penalties arise or otherwise result from Contractor's failure to comply with the ADA or WCAG 2.0 AA, for online or internet Services or products.

2.52. Scrutinized Companies-FL Statute Section 287.135 and 215.473

Contractor must certify that the company is not participating in a boycott of Israel. For contracts for goods or services of one million dollars or more, Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has not been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law. The County will not contract for the provision of goods or services with (i) any company participating in a boycott of Israel, and (ii) for Contracts for goods or services of one million dollars or more, any other scrutinized company as described above. Contractor must submit certification. Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have five (5) Calendar days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error then the County shall have the right to terminate the Contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

2.53. Human Trafficking Attestation Pursuant to Section 787.06, Florida Statutes

A duly authorized officer or representative of the Proposer (non-governmental entity) shall complete the included Flagler Human Trafficking Attestation Form in compliance with Section 787.06(13), Florida Statutes, (2024).

2.54. Modifications Due to Public Welfare or Change in Law

The County shall have the power to make changes in the Agreement as the result of changes in law and/or ordinances of Flagler County to impose new rules and regulations on the Contractor under the Agreement relative to the scope and methods of providing services as shall, from time to time, be necessary and desirable for the public welfare. The County shall give the Contractor notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Contractor. In the event any future change in Federal, State or County law or the ordinances of Flagler County materially alters the obligations of the Contractor, or the benefits to the County, then the Agreement shall be amended consistent therewith. Should these amendments materially alter the obligations of the Contractor, then the Contractor or the County shall be entitled to an adjustment in the rates and charges established under the Agreement. Nothing contained in the Agreement shall require any party to perform any act or function contrary to law. The County and Contractor agree to enter into good faith negotiations regarding modifications to the Agreement, which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the Agreement, the County and the Contractor shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the Contractor directly and demonstrably due to any modification in the Agreement under this clause.

2.55. Right to Require Performance

1. The failure of the County or Contractor at any time to require performance by the other of any provision hereof shall in no way affect the right of the County or Contractor thereafter to enforce same, nor shall waiver by the County of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.
2. In the event of failure of the Contractor to deliver services in accordance with the Agreement terms and conditions, the County, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

2.56. Force Majeure

Neither party shall be liable for any failure or delay in the performance of its obligations under the Agreement to the extent such failure or delay necessarily results from the occurrence of a Force Majeure Event beyond the control or reasonable anticipation of either party, including, but not limited to, compliance with any unanticipated government law or regulation not otherwise in effect at the time of execution of this Agreement, acts of God, acts of domestic or international terrorism, any virus, bacterium, or other microorganism capable of inducing physical distress, illness, or disease, whether due to a pandemic or otherwise, unforeseeable governmental acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems, and/or any other unforeseeable cause whatsoever beyond the reasonable control of the parties (and such cause being referred to as a "Force Majeure Event"). Accordingly, the parties further agree that:

1. Upon the occurrence of Force Majeure Event, the non-performing party shall be excused from any further performance of those obligations under this Agreement that are affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
2. Upon the occurrence of a Force Majeure Event, the non-performing party shall notify the other party of the occurrence of such event and describe in reasonable detail the effect(s) of such event upon the party's performance of its obligations and duties pursuant to this Agreement. Such notice shall be delivered or otherwise communicated to the other party within three (3) business days following the failure or delay caused by the Force Majeure Event, or as soon as possible after such failure or delay if the Force Majeure Event precludes the non-performing party from providing notice within such time period.
3. In the event of a Force Majeure Event, the time for performance by the parties under the applicable statement of work shall be extended for a period of time equal to the time lost by reason of such cause through execution of a Change Order pursuant to the terms of the Agreement.

2.57. Contractor's Personnel

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.
3. The Contractor shall be responsible for ensuring that its employees, agents, and subcontractors comply with all applicable laws and regulations and meet federal, state, and local requirements related to their employment and position.
4. The Contractor certifies that it does not and will not during the performance of the Agreement employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended.
5. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

6. The Contractor shall include the provisions of the foregoing paragraphs 3.61 1-6 above, in every subcontract or purchase order so that the provisions will be binding upon each Contractor.
7. The Contractor and any Subcontractor shall pay all employees working on this Agreement not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended.
8. Any information concerning the County, its products, services, personnel, policies, or any other aspect of its business learned by the Contractor or personnel furnished by the Contractor in the course of providing services pursuant to the Agreement and exempt from disclosure pursuant to Section 119.01, F.S., shall be held in confidence and shall not be disclosed by the Contractor or any employee or agents of the Contractor or personnel furnished by the Contractor, without the prior written consent of the County.
9. Both Contractor and Subcontractors awarded an Agreement as a result of Section Local Preference, shall register all open positions related to this Agreement with the Center for Business Excellence (CBE), and submit appropriate affidavit showing compliance.

2.58. County/Contractor Relationship

1. Any awarded Contractor shall provide the services required herein strictly under a contractual relationship with the County and is not, nor shall be, construed to be an agent or employee of the County. As an independent Contractor the awarded Contractor shall pay any and all applicable taxes required by law; shall comply with all pertinent Federal, State, and local statutes including, but not limited to, the Fair Labor Standards Act, The Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The Contractor shall be responsible for all income tax, FICA, and any other withholdings from its employees' or Subcontractor's wages or salaries. Benefits for same shall be the responsibility of the Contractor including, but not limited to, health and life insurance, mandatory Social Security, retirement, liability/risk coverage, and workers' and unemployment compensation.
2. The Contractor shall hire, compensate, supervise, and terminate members of its work force; shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.
3. The Contractor shall not be provided special space, facilities, or equipment by the County to perform any of the duties required by the Agreement, nor shall the County pay for any business, travel, or training expenses or any other Agreement performance expenses not explicitly set forth in the specifications.
4. The Contractor, except as expressly set forth herein, shall not be exclusively bound to the County and may provide professional services to other private and public entities as long as it is not in

direct conflict and does not provide a conflict of interest with the services to be performed for the County.

2.59. Disqualification of Proposers

1. One (1) Response: Only one (1) Response from an individual firm, partnership or corporation under the same or under a different name will be considered. If a Proposer submitted more than one (1) Response for the work involved, all Responses submitted from such Proposer will be rejected.
2. Collusion among Proposers: If it is believed that collusion exists among the Proposers, the Responses of all participants in such collusion shall be rejected and no participants in such collusion will be considered in future proposals for the same work.

2.60. Debarment: Purpose and Intent

The county endeavors to solicit offers from, award contracts to, and consent to subcontracts with responsible vendors and contractors only. To further this policy, the county asserts its authority to debar certain vendors and contractors from participating in solicitations pursuant to the policies and procedures herein. The serious nature of debarment requires that this sanction be imposed only when it is in the public interest for the county's protection and not for purposes of punishment. Debarment is intended as a remedy in addition to, and not in substitution of, the evaluation of the responsibility of county vendors and contractors, and this policy and the procedures provided for herein shall not supplant or supersede county's authority to reject or otherwise terminate vendors or contractors based on findings of non-responsibility on a case-by-case basis.

2.61. Unit Prices

For purposes of this Solicitation and evaluation of responses hereto the following shall apply:

Unit prices shall prevail over extended prices; written matter shall prevail over typed matter; numbers spelled in word form shall prevail over Arabic numerals ("one" over "1"). When not inconsistent with context words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

2.62. Dispute Resolution

1. Good Faith Efforts to Resolve. The parties to this Agreement shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to this Agreement in accordance with the provisions set forth in this Section 56, Dispute Resolution . The Contractor and County Project Manager shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in performance of this Agreement and any applicable

Statement of Work or Services. Issues shall be escalated to successive management levels as needed.

2. Informal Dispute Resolution. If a dispute develops between the parties concerning any provision of this Agreement, or the interpretation thereof, or any conduct by the other party under these agreements, and the parties are unable to resolve such dispute within five (5) business days or longer, that party, known as the Invoking Party, through its applicable Project Manager, shall promptly bring the disputed matter to the attention of the non-Invoking Party's Project Manager or designated representative, as the case may be, of the other party in writing ("Dispute Notice") in order to resolve such dispute.
3. Discovery and Negotiation / Recommended Procedures. Upon issuance of a Dispute Notice, the Project Managers or designated representative shall furnish to each other all non-privileged information with respect to the dispute believed by them to be appropriate and germane. The Project Managers or designees shall negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. If such dispute is not resolved by the Project Managers or designees within five (5) County Work Days of issuance of the Dispute Notice, or such other time as may be mutually allowed by the Project Managers or designees as being necessary given the scope and complexity of the dispute, the Project Managers or designees may, depending upon the nature, scope, and severity of the dispute, escalate the dispute as indicated in Figure 1 below.
4. Formal Dispute Resolution. At any point after issuance of a Dispute Notice under this section, either party may request and initiate formal non-binding mediation before a single mediator, which mediation shall be completed within thirty (30) days of initiation or such longer time as may be agreed upon by both parties as being necessary for the mutual selection of a mediator and scheduling of such mediation. Any such mediation shall be convened and conducted in accordance with the rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700 et seq. of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize any pending termination remedies and commence litigation in a court of competent jurisdiction. Each party shall bear its own costs and attorney's fees for mediation or arbitration of an issue arising under this Agreement.
5. Right to Terminate Reserved. Regardless of the dispute resolution procedures provided for in this Section, Dispute Resolution, nothing herein shall affect, delay, or otherwise preclude a party from terminating this Agreement in accordance with the provisions of Special Conditions, Termination, it being understood that these dispute resolution procedures are intended as a means of resolving disputes both during the term of this Agreement and after termination or expiration thereof.

Figure 1:

County Workdays	Contractor's Representative	County Representative
10	Contractor's Project Manage	County's Project Manager
10	Contractor's Sr. Vice President of Sales	Contract Compliance Officer
20	Contractor's COO or President	County Administrator

2.63. Authorized Signatory

Proposer acknowledges that the name and title of the signatory (the “Authorized Signatory”), as completed, is authorized to execute contracts/agreements with Flagler County, and that submitting a Response via the County's [eProcurement Portal](#) shall be the act of and attributable to the Authorized Signatory to bind the company. By submitting this Response electronically, the Authorized Signatory does thereby adopt the electronic or conformed submittal as authorized firm commitment and for use as an official record by Flagler County.

2.64. Revisions, Addenda, Questions & Answers

All answers to questions of substance will be publicly published via the County's [eProcurement Portal](#), Question & Answer feature.

Participants are required to review all revisions and answers to questions published. Revisions within the Solicitation as well as responses posted through the Question & Answer feature are authoritative and shall be considered an addendum to the Solicitation. All information in this Solicitation, including information provided through the Question & Answer feature are incorporated into the Solicitation or any Contract resulting from this Solicitation.

2.65. Acknowledgement of Solicitation Tabulation

All responses accepted by Flagler County are subject to the County's Terms and Conditions. Any and all additional Terms and Conditions submitted by Proposer(s) are rejected and shall have no force and effect. Responses from the Proposer(s) listed on the tabulation are the only responses received timely as of the closing date and time. All other responses submitted in response to the solicitation, if any, are rejected as late.

3. Special Terms and Conditions

3.1. Closing Date and Pre-Solicitation Conference

A. Request for Proposal (RFP): Closing Date

Response must be received through the County's eProcurement Portal before 2:00 pm on Wednesday, March 5, 2025. Responses received after this time will not be considered.

B. No Pre-solicitation Conference will be held.

3.2. Authorized Official

The Request for Proposal (RFP) response and all required forms must be submitted/signed by an official authorized to legally bind the Respondent to all Request for Proposal (RFP) provisions. A Memorandum of Authority may be submitted to document that the individual is authorized to commit the firm to a contract.

3.3. Definition of Responsive and Responsible for this Solicitation

Each Response shall be evaluated for conformance as responsive and responsible using the following criteria:

A. **Proper submittal of ALL documentation as required by this Request for Proposal (RFP). (Responsive)**

B. **The greatest benefits to Flagler County as it pertains to: (Responsible)**

1. **Total Cost;**

2. **Delivery;**

3. **Past Performance. In order to evaluate past performance, all Respondents are required to submit a list of three (3) references / relevant projects completed within the last three (3) years that are the same or similar in magnitude to this Solicitation. Flagler County shall not be listed as a reference;**

4. **All technical specifications associated with this Request for Proposal (RFP);**

5. **Any other criteria that may be specific to your Request for Proposal (RFP), not necessarily everything specified here.**

Financial Stability: All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year.

Respondents are reminded that award may not necessarily be made to the lowest Response. Rather, award will be made to the most/lowest responsive, responsible, Respondent whose Response represents the best overall value to the County when considering all evaluation factors.

3.4. Local Preference Availability

This project is funded by monies that prohibit the local preference provision and local preference does not apply per the General Terms and Conditions section Local Preference.

3.5. Payment Terms

1. The County will remit full payment on all undisputed invoices within forty five (45) days from receipt by the appropriate person(s) (to be designated at time of Agreement) of the invoice(s) or receipt of all products or services ordered.
2. Pursuant to Chapter 218.74, Florida Statutes, the County will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within forty-five (45) days after the due date.

By submitting a Response to Flagler County, the Respondent expressly agrees that, if awarded an Agreement, the County may withhold from any payment monies owed by the Respondent to the County for any legal obligation between the Respondent and the County, including, but not limited to, real property taxes, personal property taxes, fees, and commissions.

3.6. Award Term

The County is looking to promote partnership relationships within the policies and procedures of public procurement. Pursuant toward that end, the successful Respondent shall be awarded an Agreement for an initial three (3) year term with the option for two (2) one (1) year renewals. All renewals will be contingent upon mutual written agreement and, when applicable, approval of the Board of County Commissioners.

3.7. Termination

- A. County may terminate this Agreement upon written notice to the Contractor at least thirty (30) days prior to desired termination date.
- B. Awarded Respondent may terminate this Agreement upon written notice to the County at least ninety (90) days prior to desired termination date.
- C. Upon receipt of notice of termination by the County from awarded Respondent or upon delivery of notice of termination from the County to Contractor, awarded Respondent shall:
 1. Stop work under the Agreement on the date and to the extent specified in County's Notice of Termination;
 2. Inform County of the extent to which performance is completed;
 3. Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the Work/Services under the Agreement as is not terminated and with the prior approval of the County; and,

4. Assign to the County, in the manner, at the times, and to the extent directed by the County, all of the rights, title, and interest of the awarded Respondent under the orders and subcontracts so terminated.
- D. For all undisputed outstanding invoices submitted to the County prior to the effective date of the termination and subject to Section Award Term, Section Payment Terms and this Section, Termination, the County shall cause payments to be made to awarded Respondent within forty-five (45) days of receipt of invoice. Awarded Respondent shall invoice the County for any sums awarded Respondent claims to be owed by County under this Agreement for work performed from the last invoice to the effective date of termination. County shall review such invoice for payment and County shall pay any undisputed amount within forty-five (45) days.
- E. With the approval of the County and to the extent required by the County, the awarded Respondent shall, upon termination, settle all outstanding liabilities and all claims arising out of such termination. County's approval of such settlements shall be final for all the purposes of a termination under this Section, Termination. In addition, awarded Respondent shall transfer title and deliver to the County, in the manner, at the times, and to the extent, if any, directed by the County, Deliverables, work-in-progress, reports, models, studies, and other materials produced as a part of, or acquired in connection with the performance of the Work/Services terminated.
- F. If awarded Respondent fails to cure a breach within ten (10) calendar days after receipt of notice from the County of said breach, the County may take over the Work/Services and complete the Work/Services, and the awarded Respondent shall be liable to the County for any increased cost of the Project reasonably incurred by the County to complete the awarded Respondent's unfinished Work/Services. As such, the County may apply unpaid Compensation due and owing to the awarded Respondent prior to the default as a set off against the costs incurred by the County for taking over such Work/Services.
- G. The right of termination provided to the County and the awarded Respondent herein shall be cumulative of all other remedies available at law.
- H. All provisions of this Agreement which impose or contemplate continuing obligations on a party will survive the expiration or termination of this Agreement.

3.8. Damages

Due to the nature of the services to be provided and the potential impact to the County for loss, the awarded Respondent cannot disclaim consequential or special damages related to the performance of this Agreement. The awarded Respondent shall be responsible and accountable for any and all damages, directly or indirectly, caused by the actions or inaction of its employees, staff, or Subcontractors. There are no limitations to this liability.

3.9. Evaluation Method

The County will appoint a committee consisting of department staff to evaluate the proposals and to make recommendation to the Board of County Commissioners. The County will be the sole judge of its own best interests, the proposals, and the resulting Contract, if any. The County's decisions will be final. Award will be made to the proposal which presents the best value to the County based on the entire evaluation process and all the information gathered.

Note: Respondents are prohibited from contacting any of the committee members, other than the appropriate Procurement Coordinator prior to the recommendation of award from the committee.

3.10. Presentations by Respondents

1. Flagler County, at its sole discretion, may ask individual Respondents to make oral presentations and/or demonstrations without charge to the County.
2. The County reserves the right to require any Respondent to demonstrate to the satisfaction of the County that the Respondent has the fiscal and managerial abilities to properly furnish the services proposed and required to fulfill the requirements of the Request for Proposal (RFP). The demonstration must satisfy the County, and the County shall be the sole judge of compliance.
3. Respondents are cautioned not to assume that presentations will be required and should include all pertinent and required information in their original proposal package.

3.11. Proposal Acceptance/Rejection

The County reserves the right to accept or reject any or all proposals received as a result of this Solicitation, or to negotiate separately with competing Respondents, and to waive any informalities, defects, or irregularities in any proposal, or to accept that proposal or proposals, which in the judgment of the proper officials, is in the best interest of the County.

3.12. Proposal Acceptance Period

Any Proposal in response to this Request for Proposal (RFP) shall be valid through June 1, 2025. At the end of this time the proposal may be withdrawn at the written request of the Respondent if no award has been made. If the Proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled regardless of the status of the proposal bond. The County reserves the right to request an extension of the proposals if a Contract has not been executed by June 1, 2025.

4. Insurance Requirements

4.1. Required Types of Insurance.

The Contractor shall purchase and maintain at its own expense, during the term of the Agreement, the types and amounts of insurance with limits no less than those shown in the Required Types and Limits of Insurance Chart associated with this solicitation, in the form and from companies satisfactory to the County. The Required Types and Limits of Insurance Chart is a listing and general summary of insurance policies required and is not intended to be comprehensive as to the requirements of each specific policy. Contractors shall review the additional requirements in this section and ensure that the insurance policies comply with the specific terms and conditions therein.

For the purposes of indemnification of the County or an endorsement or insurance coverage under this Agreement/Contract under which the County is a "named insured", "additional named insured", or "additional insured", the term "County" includes Flagler County (a body corporate and politic and a subdivision of the State of Florida), including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.

The policy limits for all required policies in the Required Types and Limits of Insurance Chart shall apply separately from one another and shall not be shared with any other coverage line or reduce the aggregate limit of any other insurance coverage form required.

Regardless of anything submitted as proof of insurance, Contractor shall comply with all requirements as stated in the Solicitation and/or Contract documents.

4.2. Subcontractors and Independent Contractors.

All subcontractors & independent contractors utilized by Contractor to provide services to County and its employees under this Agreement/Contract shall be required to maintain all insurance policies with the same terms, conditions, and requirements required of the Contractor in the Required Types and Limits of Insurance Chart and described in this Solicitation.

4.3. Claims Made Basis Insurance Policies.

All insurance policies written on a Claims Made Form shall maintain a retroactive date prior to or equal to the effective date of the Agreement. The Contractor shall purchase a Supplemental Extended Reporting Period ("SERP") with a minimum reporting period of not less than three (3) years in the event the policy is canceled, not renewed, switched to occurrence form, or any other event which requires the purchase of a SERP to cover a gap in insurance for claims which may arise under or related to the Agreement. The Contractor's purchase of the SERP shall not relieve the Contractor of the obligation to provide replacement coverage. In addition, the Contractor shall require the carrier immediately inform the Contractor, the County Risk Manager, and the Office of Procurement and Contracts of any contractual obligations that may alter its professional liability coverage under the Agreement.

4.4. Risk Retention Groups and Pools.

Contractor shall not obtain an insurance policy required under this Agreement from a Risk Retention Group or Pool.

4.5. Minimum Required Policies and Limits.

Minimum underlying policies, coverages, and limits shall include all policies listed in the Required Types and Limits of Insurance Chart.

4.6. Additional Insured, Policies, Coverages, Limits, Primary and Non-Contributory Basis.

Under all insurance policies where the County is required to be an additional insured, the coverage and limits provided to the County under Contractor's insurance policies shall be that listed in the Required Types and Limits of Insurance Chart or the Contractor's actual limits, whichever is higher. All coverage provided to the County as an additional insured by said policies shall be primary and shall not be additional to or contributing with any other insurance or self-insurance maintained by the County or any other insurance contractually available for the benefit of the County. Contractors performing construction projects shall utilize ISO Forms CG 20 38 and CG 20 37, or their equivalents to provide additional insured status to the County and any party to whom the County is contractually bound to provide additional insured status under a commercial general liability policy.

4.7. Disposal of Materials.

If the services provided require the disposal of any hazardous or non-hazardous materials off the job site, the disposal site operator must furnish a certificate of insurance for Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under the Agreement.

4.8. Workers' Compensation.

Workers' Compensation insurance is required for all employees of the Contractor, employed or hired to perform or provide work or services under the Agreement or that is in any way connected with work or services performed under the Agreement, without exclusion for any class of employee, and shall comply fully with the Florida Workers' Compensation Law (Chapter 440, Florida Statutes, Workers' Compensation Insurance) and include Employers' Liability Insurance with limits no less than the statutory amount. Policy shall be endorsed with NCCI form WC 00 03 13 providing a waiver of subrogation in favor of the County. If Contractor is using a "leased employee" or an employee obtained through a professional employer organization ("PEO"), Contractor is required to have such employees covered by worker's compensation insurance in accordance with Florida Worker's Compensation law. The PEO shall endorse its workers compensation policy with NCCI form WC 00 03 13 providing a waiver of subrogation in favor of the County, its employees and insurers.

(1) Contractor and its Subcontractors, or any associated or subsidiary company doing work on County property or under the Agreement must be named in the Workers' Compensation coverage or provide proof of their own

Workers' Compensation coverage, without exclusion of any class of employee, and with a minimum of the statutory limits per occurrence for Employer's liability coverage. Further, if the Contractor's Subcontractors fail to obtain Workers' Compensation insurance and a claim is made against the County by the uncovered employee of said Subcontractor of the Contractor, the Contractor shall indemnify, defend, and hold harmless the County from all claims for all costs including attorney's fees and costs arising under said employee(s) Workers' Compensation insurance claim(s).

4.9. Commercial General Liability Insurance.

The Contractor shall obtain and maintain Commercial General Liability insurance, with limits of not less than the amounts shown in the Required Types and Limits of Insurance Chart. Contractor shall not obtain an insurance policy wherein the policy limits are reduced by defense and claim expenses. Such insurance shall be issued on an occurrence basis and include coverage for the Contractor's operations, independent contractors, and Subcontractors protecting itself, its employees, agents, Contractors or subsidiaries, and their employees or agents for claims for damages caused by bodily injury, property damage, or personal or advertising injury, and products liability/completed operations including what is commonly known as Coverages A and B. Such policies shall include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person or entity by the Contractor or by any of its Subcontractors arising from work or services performed under the Agreement. Policy shall include either contractual insurance or a designated contract contractual liability coverage endorsement, indicating expressly the Contractor's Agreement to indemnify, defend and hold harmless the County as provided in the Agreement. The commercial general liability policy shall provide coverage to County when it is required to be named as an additional insured either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of any endorsements excluding or limiting coverage for Bodily Injury, Property Damage, Products/Completed Operations, Independent Contractors, Property of County in Contractor's Care, Custody or Control or Property of County on which contracted operations are being performed, Explosion, Collapse or Underground hazards (XCU Coverage, Contractual Liability or Separation of Insureds).

For construction related projects, County shall be added as additional insured to Contractor's policy by both ISO Endorsements CG 20 38 (Premises & Operations) and CG 20 37 (Products & Completed Operations) or their equivalents. If County has agreed by separate contract to require Contractor to name another party as an additional insured, Contractor shall add said party as an additional insured to the commercial general liability policy by ISO Endorsement CG 20 38 and CG 20 37, or their equivalents.

For non-construction projects, Contractor shall add County as additional insured by both ISO Endorsements CG 20 10 (Premises & Operations) and CG 20 37 (Products & Completed Operations) or their equivalent. If County has agreed by separate contract to require Contractor to name another party as an additional insured, Contractor shall add said party as an additional insured to the commercial general liability policy by both ISO Endorsement CG 20 10 and CG 20 37 or their equivalents.

All commercial general liability policies shall be endorsed to provide a waiver of subrogation in favor of the County and any other party required by this Agreement to be named as an additional insured.

4.10. Motor Vehicle Liability.

The Contractor shall secure and maintain during the term of the Agreement a motor vehicle liability policy with a combined single limit of no less than the amounts shown in the Required Types and Limits of Insurance Chart for bodily injury and property damage arising from the ownership, maintenance, or use of a motor vehicle. Policy shall be written with Coverage Symbol 1 (Any Auto), providing coverage for all autos operated regardless of ownership, or with Coverage Symbols 7, 8, & 9 (Scheduled, Hired, & Non-Owned vehicles). The County shall be an additional insured under this policy when required in the Required Types and Limits of Insurance Chart. If Motor Vehicle Liability is by endorsement to another policy required in the Required Types and Limits of Insurance Chart, then the limits for Motor Vehicle Liability shall be separate (they shall not be shared) and in addition to the underlying policy limits. If endorsed to another policy required in the Required Types and Limits of Insurance Chart, Motor Vehicle Policy Limits shall apply on a per occurrence basis and shall not have an aggregate limit.

4.11. Professional Liability.

The Contractor shall ensure that it secures and maintains, during the term of the Agreement, Professional Liability insurance with limits of no less than the amount shown in the Required Types and Limits of Insurance Chart in respect only to the project(s) contemplated by the Agreement. Such policy shall cover all the Contractor's or its Subcontractor's professional liabilities whether occasioned by the Contractor or its Subcontractors, or its agents or employees. For Contractors providing Architectural and Engineering related services, policy shall be broad enough to include errors and omissions specific to Contractor's professional liability for direct and contingent design errors and Architect's/Engineers professional liability with no exclusions for design-build work.

If the Contractor fails to secure and maintain the professional liability insurance coverage required herein, the Contractor shall be liable to the County and agrees to indemnify, defend, and hold harmless the County against all claims, actions, losses or damages that would have been covered by such insurance. The County shall be an additional insured under this policy when required in the Required Types and Limits of Insurance Chart.

4.12. Primary and Excess Coverage.

Any insurance required may be provided by primary and excess insurance policies.

4.13. General Insurance Requirements.

- A. All insurance policies shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of A- and a Financial category size of VIII or greater in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.

- B. Approval by County of any policy of insurance shall not relieve Contractor from its responsibility to maintain the insurance coverage required herein for the performance of work or services by the Contractor or its Subcontractors for the entire term of the Agreement and for such longer periods of time as may be required under other clauses of the Agreement.
- C. **Waiver of Subrogation.** The Contractor hereby waives all rights against the County and its Subcontractors for damages by reason of any claim, demand, suit or settlement (including workers' compensation) for any claim for injuries or illness of anyone, or perils arising out of the Agreement. The Contractor shall require similar waivers from all its Subcontractors. Contractor's insurance policies shall include a waiver of subrogation in favor of the County. This provision applies to all policies of insurance required under the Agreement (including Workers' Compensation, and general liability).
- D. **County Not Liable for Paying Deductibles.** For all insurance required by Contractor, the County shall not be responsible or liable for paying deductibles for any claim arising out of or related to the Contractor's business or any Subcontractor performing work or services on behalf of the Contractor or for the Contractor's benefit under the Agreement.
- E. **Cancellation Notices.** During the term of the Agreement, Contractor shall be responsible for promptly advising and providing the County Risk Manager and the Purchasing and Contracts divisions with copies of notices of cancellation or any other changes in the terms and conditions of the original insurance policies approved by the County under the Agreement within two (2) business days of receipt of such notice or change.
- F. **Deductibles and Self-Insured Retentions.**
1. Contractors that maintain and administer a self-insured retention or a large deductible formal program exceeding the insurance requirements listed in the Required Types and Limits of Insurance Chart to fund either program may submit an exception request in accordance with the solicitation section detailing Revisions, Addenda, Questions & Answers to be considered for this solicitation. The request must include a summary of the program's design and funding method to manage fund deductibles or self-insured retentions. If additional information is necessary, the County will request more specific information, which must be provided by the Contractor. The County Risk Manager will review the information submitted and determine whether the program is acceptable to the County.
 2. Contractors with no formal risk management program in place to manage and fund deductibles or self-insured retentions may not be considered.
 3. Subject to County approval, Contractor may obtain a letter of credit in the amount equivalent to the deductible, which shall remain in effect during the term of the Agreement at no additional cost to the County.

- G. Contractor's obligations or services shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity or insurance defense of additional or named insureds which would otherwise exhaust or be unavailable as to a party or person described in this Contract.

4.14. Proof of Insurance.

- A. The Contractor shall be required to furnish evidence of all required insurance in the form of certificates of insurance, which shall clearly outline all hazards covered as itemized herein, the amounts of insurance applicable to each hazard and the expiration dates.
- B. The Contractor shall furnish proof of insurance acceptable to the County prior to or at the time of execution of the Agreement and the Contractor shall not commence work or provide any service until the Contractor has obtained all the insurance required under the Agreement and such insurance has been filed with and approved by the County. Upon request from the County, the Contractor shall furnish copies of all required policies and any changes, endorsements, or amendments thereto, immediately, to the County, the County Risk Manager, and Purchasing and Contracts Divisions, prior to and any time after the commencement of any contractual obligations. The Agreement may be terminated by the County, without penalty or expense to County, if at any time during the term of the Agreement proof of any insurance or copies of any insurance policies required hereunder are not provided to the County upon request.
- C. All certificates of insurance shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by this Section. No work or services by Contractor or its Subcontractors shall be commenced until County has approved these policies or certificates of insurance. Further, the Contractor agrees that the County shall make no payments pursuant to the terms of the Agreement until all required proof or evidence of insurance has been provided to the County. The Agreement may be terminated by the County, without penalty or expense, if proof of any insurance required hereunder is not provided to the County.
- D. The Contractor shall file replacement certificates with the County at the time of expiration or termination of the required insurance occurring during the term of the Agreement. In the event such insurance lapses, the County expressly reserves the right to renew the insurance policies at the Contractor's expense or terminate the Agreement but County has no obligation to renew any policies.
- E. The provisions of these sections, Required Types of Insurance; Insurance Requirements; and Proof of Insurance, shall survive the cancellation or termination of the Agreement.

4.15. Provide Proof of Insurance.

Provide Proof of Insurance - evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Upon award, final forms must contain the correct solicitation and/or project number and Flagler County contact person.

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy of the notice with the response.

5. Scope of Work

5.1. Scope of Service

Flagler County is seeking the services of professional consultants to provide the following:

A. Land Management

1. Conduct field surveys and data collection for natural resources on existing and potential conservation areas.
2. Identify, describe, and map natural community types, using FNAI's natural community classification system contained in the *Guide to the Natural Communities of Florida*.
3. Conduct field surveys and inventories of endangered and threatened plant and animal species, population estimates and recommend strategies for habitat and species enhancement.
4. Develop comprehensive management plans and operational plans, which may require collection of data, maps, surveys, or other pertinent information, deemed necessary in order to incorporate all aspects of an ecosystem based land management program. The management and operational plans may include but not limited to:
 - a. Land use, management, and maintenance
 - b. Natural resources
 - c. Resource management including timber, endangered and exotic species and wildlife management
 - d. Resource restoration
 - e. Historic and archaeological resources
 - f. Recreation and visitor use
 - g. Revenue generation
 - h. Statutory and administrative requirements
 - i. Plan implementation
 - j. Financial and budgetary coordination
5. Be responsible for applying for and securing all required permits from other agencies for upland, freshwater, estuarine and coastal/dune restoration or management projects.
6. Provide contract administration, execution, management and oversight on sub-contractors implementing various restoration or management projects.

7. Provide native plant material to include preparation, delivery, installation, watering, i.e. trees, palms, shrubs, grasses, wildflowers, and aquatic plants.
8. Provide vegetative management services such as mowing, mulching, and/or shredding using wheeled and tracked machines with rotary and drum mower heads for various sized vegetation, i.e. Hydro axe, FTX250, Brontosaurus, heavy deck mower.
9. Provide roller chopping services.
10. Assist in the programming and coordinating of in-house reviews and public participation programs.
11. Assist in preparation, application, and administration of any grants and funding.

B. Forest Resource Management

Conduct forest mapping which may require aerial photo interpretation, surveying, G.P.S. and G.I.S., field reconnaissance, observation and stratification of forest features.

Conduct forest inventories for property appraisals of possible land purchases.

Implement potential sales of forestry products, which incorporate all aspects of harvesting and administration, including but not limited to:

1. Timber marking
2. Conduct timber inventory
3. Mark sale boundaries
4. Assist potential buyers in tract reconnaissance
5. Develop sale proposal, establish minimum bid price and solicit bids
6. Protect County interest during contract negotiations
7. Act as County agent for contract execution
8. Monitor all harvesting activities

Prepare and implement reforestation and groundcover revegetation projects for habitat improvement. This may require different mechanical methods as well as herbicide application. Proposer to provide seedling or containerized native plants material to include preparation, delivery, and installation, i.e. forest plants: slash pine, long leaf pine, loblolly pine, wiregrass, etc.; dune plants: sea oats, bitter panic grass, railroad vine, etc.; wetland plants: bald cypress, water tupelo, cord grass, needle rush, etc. Proposer shall have a Florida Commercial Applicator License.

C. Wildlife Management

Conduct surveys and inventories of game and non-game animals. This may include, but not limited to the implementation of track count surveys, night count surveys, rookery counts, trapping and baited stations for

camera observations. Evaluate populations of game species and make recommendations in regards to recreational hunting.

Develop, manage and evaluate approved recreational hunting programs on various conservation lands.

D. Exotic and Invasive Species Management

Inventory exotic and invasive plants and animals and make recommendations for the eradication or control of these species through the use of trapping, firearms, pesticides, prescribe fire, mechanical and manual means.

Proposers conducting exotic and invasive plant control should have a Florida Commercial Applicator License with a minimum category for Aquatic Weed or Natural Areas.

Implement and manage control measures, including but not limited to aerial spraying, backpacks, stump treatment, or hand removal recommended for the eradication or control of exotic or invasive plant species. Application of herbicides may occur on a wide variety of habitats, from aquatic systems to scrub.

Develop recommendations for re-vegetation of treated areas, which will improve habitats and will also benefit or compliment wildlife management goals

E. Threatened and Endangered Species including permitting, daily operations, and reporting for sand placement projects:

Secure Local, State, and Federal permits for wetland, threatened and endangered species, and other natural resource related permits. This task includes but is not limited to:

Experienced with the permit processes of the St. Johns River Water Management District, Florida Department of Environmental Protection, U.S. Army Corps of Engineers, U.S. Fish and Wildlife and Florida Fish and Wildlife Commission.

1. Utilize knowledge and familiarity with plant identification, hydric soils, wetland hydrologic indicators, wetland delineation criteria and listed species rules, regulations and permitting procedures, especially for gopher tortoises, manatees, and coastal flora and fauna.
2. Knowledge of UMAM, mitigation procedures and mitigation banking.
3. Proposers are to submit qualifications and/or experience with shoreline conservation.
4. Proposers are to submit qualifications and/or experience with Sea Turtles.
5. Proposers are to submit qualifications and/or experience with Habitat Conservation Plans.
6. Proposers are to submit qualifications and/or experience Beach mice, piping plovers, red knot, and/or any other species anticipated or currently listed on the US DOI statewide biological opinion.

F. Prescribed Fire

The prescribed fire management services will be undertaken by a State of Florida Certified Burn Manager (CBM) who will be responsible for the planning, permitting, fire-line establishment and/or pre-burn

maintenance, execution, monitoring, post burn mop up, and if needed wildfire suppression of designated prescribed fire areas on Flagler County lands. The Proposer will be responsible for lodging and all labor, materials, equipment, tools, transportation and supplies required to complete the work and will not be dependent on Florida Forest Service standby. Prescribed Burner Certification by the State of Florida Department of Agriculture and Consumer Services and compliance with Certified Burn Statutes is required. All crew members must have completed S-130/S-190 Introduction to Firefighting and Fire Behavior. Additional acreage / burn blocks may be added upon mutual agreement of County and Proposer.

Proposer will be required to integrate Flagler County personnel with prescribed fire and wildfire experience into fire operations as may be requested. Flagler County personnel may provide additional equipment for usage in fire operations, but Proposer must always be able to provide the necessary equipment for fire operations. As stated in the project description, Proposer will be responsible for all facets of prescribed fire operations from planning and permitting through mop up. The County requires that the selected contractor keep good records of all pre-burn planning and site evaluation measures as well as actual firing techniques used during prescribed burn implementation. This will include full completion of prescribed burn plan forms and documentation of information such as: forecasted and actual weather conditions, spot weather forecasts, soil moisture conditions, the location of heavy duff layers, days since rain, and estimated amount of rain received on the actual burn block, etc.

Draft burn plans shall be reviewed by the Land Management. Flagler County Land Management shall have the authority to cancel any prescribed fire operation at any time for any reason.

The Proposer shall conduct burns as stated in burn plans and as developed using burn purpose and objective information as established by Flagler County. The CBM must be present on site at all times during burn operations. Required equipment and personnel must remain on site while burning operations are in progress and while any risk of escape exists.

QUALIFICATIONS – Proposer shall have successfully completed the Florida Forest Service Certified Prescribed Burn Manager Training Course and possess a current Certified Burn Number. Proposer shall have direct experience in at least ten (10) prescribed burns. Copy of certification must be submitted with proposal. Proposer must provide a minimum of at least three references.

REQUIREMENTS – The CBM shall be present on site at all times during burn operations with a copy of the written prescription from ignition of the burn to its completion. Proposer must have sufficient equipment and personnel to adequately handle the task. A list of equipment and names of personnel shall be submitted with the proposal. It is the responsibility of the Proposer to make themselves aware of any applicable local regulations regarding burning permits. Awarded company shall start within 30 days of notification from County to begin.

PRESCRIBED FIRE STANDARDS – All prescribed fires on County lands are required to be conducted in compliance with Florida Statutes Chapter 590.125(3) "Certified Prescribed Burning", and Florida Administrative Codes (F.A.C.) Chapter 51-2 and any other applicable laws.

Burn prescriptions should be written in accordance with F.A.C. 51-2 and delivered to the County's Land Management Staff within one week prior to the proposed implementation of the burn. The CBM in charge of

the fire will certify, by signing the burn plan, that the current and forecasted weather conditions meet the approved parameter ranges and that all other necessary factors are met prior to ignition.

All fires will be conducted by a CBM with a current Florida prescribed burn certification number. All required personnel, equipment, firebreaks and permits as established by law must also be accounted for prior to ignition.

Spot weather forecasts for the nearest location to the burn site will be used the day of the burn. These are available on the Florida Forest Service website.

The CBM shall notify the Florida Forest Service immediately after a fire has escaped. Burn manager shall then notify the County's Land Management Staff as soon as possible thereafter.

It's the responsibility of the CBM to obtain the necessary authorization or permit from the Florida Forest Service on the day of the burn.

EQUIPMENT/STAFF LIST – Proposer shall submit a list that includes all equipment, subcontractors and staff that would be mobilized for this project. Please state the communications equipment Proposer intends to utilize during burn operations.

COUNTY PROVIDED EQUIPMENT/STAFF – At times, Flagler County will utilize its own Public Works Department staff with County owned equipment to freshen a fire line prior to a prescribed fire. Otherwise, the freshening of a fire line prior to a prescribed fire shall be the responsibility of the Proposer.

6. Evaluation Phases

Committee evaluations shall be conducted in accordance with the applicable Florida Statutes. All responsive proposals submitted will be evaluated by the Evaluation Committee.

Each member of the Evaluation Committee will receive a set of all the proposals submitted, a copy of the RFP document with all the Addenda issued, and a Score Sheet. The Evaluation Committee shall then evaluate each RFP Package according to the criteria described herein. Each member of the Evaluation Committee shall evaluate the RFP Packages individually, with no communication, coordination, or influence from any other member of the Evaluation Committee, or any other individual. Scores for each Proposer shall be recorded on the members' Score Sheet. A public Evaluation Committee Meeting will be held by the County's Purchasing Division to record the scores from each member of the Evaluation Committee and rank the firms' scores.

The members of the Evaluation Committee may elect to conduct oral interviews or presentations to make a final determination of the top rankings. If the members of the Evaluation Committee elect to conduct oral interviews or presentations, the County Purchasing Division shall be responsible for notifying all firms of the meeting and order of presentations or interviews.

Contact with the Evaluation Committee – Members of the Evaluation Committee are prohibited from discussing a project with any firm that may submit a proposal during the procurement process, except in formal committee meetings. Any Proposer who initiates any discussions with members of the Evaluation Committee in any manner will be subject to disqualification.

EVALUATION CRITERIA

It is the intention of the County to evaluate and rank the respondents that submit responsive proposals utilizing the evaluation criteria listed below.

Each Proposal submittal shall be evaluated for conformance as responsive and responsible using the following criteria:

1. That all proposal documentation was submitted timely and in conformance with all requirements of the RFP.
2. That the following elements of Contractor's proposal meet or exceed the requirements of this RFP and cumulatively provide the service and benefits to the County deemed to be in the best interest of the public
3. Scoring (0-5) shall be assigned as follows. Each criteria will have a weight assigned to calculate total points awarded.
 - 0= Did not submit
 - 1 = Poor - Proposal is lacking or inadequate in most basic requirements, specifications, or provisions for the specific criteria.

- 2 = Below Average - Proposal meets many of the basic requirements, specifications or provisions of the specific item, but is lacking in some essential aspects for the specific criteria.
- 3 = Average - Proposal adequately meets the minimum requirements, specifications, or provisions of the specific item, and is generally capable of meeting the County's needs for the specific criteria.
- 4 = Above Average - Proposal more than adequately meets the minimum requirements, specifications, or provisions of the specific criteria, and exceeds those requirements in some aspects for the specific criteria.
- 5 = Excellent - Proposal exceeds minimum requirements, specifications, provisions in most aspects for the specific criteria.

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Qualifications of Personnel	Points Based	30 (30% of Total)
2.	Qualifications of Firm Based on Scope	Points Based	40 (40% of Total)
3.	Pricing Proposal	Points Based	20 (20% of Total)
4.	References	Points Based	10 (10% of Total)

7. Pricing Proposal

Line Item	Classification	Unit of Measure	Hourly Rate
1	Principal	Per Hour	
2	Project Manager	Per Hour	
3	Senior Scientist	Per Hour	
4	Scientist	Per Hour	
5	Environmental Technician	Per Hour	
6	GIS Professional	Per Hour	
7	Administrative Staff	Per Hour	
8	Other	Per Hour	

8. Vendor Questionnaire

1. Acknowledgements

1.1. *Acknowledgment**

By checking yes, the Respondent acknowledges the following:

- Information provided in the response is true and correct and that the submission of a response is final.
- The Respondent agrees to all terms and conditions contained in this solicitation and related exhibits.
- Respondent further agrees and acknowledges that no proprietary or confidential information has been submitted. By submitting this proposal or entering into this contract, Contractor/Respondent acknowledges that all documents submitted are public records and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services or delivery of products provided under this proposal or contract are public records subject to the public records disclosure requirements of Florida Statutes sec. 119 et seq., and Article I, section 24 of the Florida Constitution.
- Responses may be withdrawn by the Respondent prior to the closing/offer date. Following the closing date, Respondent understands that a response may not be withdrawn.

☐ Yes

☐ No

***Response required**

1.2. *Scope of Services Acknowledgement**

By checking yes, vendor acknowledges the above and/or included Scope of Services and will furnish said product and/or services according to the specifications or scope of services detailed within this Solicitation if awarded.

☐ Yes

☐ No

***Response required**

1.3. *By checking yes, the vendor agrees to comply with the E-Verify requirements as described in this section.**

Compliance with E-Verify Federal Requirements

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor / Consultant on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement, including Subcontractors. Any subcontract entered into by Contractor with any Subcontractor performing work under this contract shall

include the following language: "The Subcontractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement." The Contractor covenants and agrees that if it is found in violation of this section or the Executive Order, such violation shall be a material breach of this Agreement and Contractor shall indemnify, defend and hold harmless the County from any fines or penalties levied by a government agency, including the loss or repayment of grant funds by the County.

- ☐ Yes
☐ No

*Response required

1.4. *Complete and upload the Federal Contract Provisions. **

Compliance with FEMA 2 CFR 200.318-326 and Appendix II Contract Provisions.

This Agreement and the products/services provided may be utilized in the event of declared State/Federal Emergency, and Contractors shall comply with the applicable sections of the Federal Contract Provisions attached.

Please download the attached document, complete, and upload.

- [Federal Contract Provisions...](#)

*Response required

1.5. *Registration on Sam.gov**

For any federally funded project, respondent agrees to register on SAM.gov if awarded a contract under this solicitation.

- ☐ Yes
☐ No

*Response required

1.6. *Insurance Acknowledgement**

By checking yes, Respondent agrees to the insurance requirements as detailed in the Required Types and Limits of Insurance Chart and the Required Types of Insurance; Insurance Requirements; and Proof of Insurance sub-sections in "General Terms and Conditions".

- ☐ Yes
☐ No

*Response required

1.7. *Drug-Free Workplace**

Please download the below documents, complete, and upload.

- [DRUG FREE WORKPLACE.pdf](#)

*Response required

1.8. Name and Title of Authorized Agent of the Respondent*

Respondent acknowledges that the name and title of the signatory (the "Authorized Signatory"), as completed below, is authorized to execute contracts/agreements with Flagler County, and any affixed electronic or conformed signature of the Authorized Signatory shall be the act of and attributable to the Authorized Signatory. By signing this Agreement electronically, the Authorized Signatory does thereby adopt the electronic or conformed signature as his or her own and designates a copy of same for use as an official record by Flagler County.

If the below-named individual is not an authorized agent of the firm, as listed with the Florida Division of Corporations (Sunbiz), a Memorandum of Authority shall be uploaded giving that individual authorization to commit the firm to a contract.

Please provide the Complete Name and Title which shall indicate acknowledgment.

*Response required

1.9. Conflict of Interest*

The award of this Solicitation is subject to Chapter 112, Florida Statutes. All respondents must disclose with their response the name of any officer, director, or agent who is also an employee of Flagler County. Further, all respondents must disclose the name of any Flagler County employee who owns, directly or indirectly, an interest of the Respondent's/Supplier's firm or any of its subsidiaries associated with this project. I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

Respondent shall select 'No' if a conflict of interest as defined in this question does NOT exist. Please select 'Yes' if a conflict of interest as defined in this question DOES exist and shall be further described in the explanation below.

- ☐ Yes
☐ No

*Response required

When equals "Yes"

1.9.1. Enter explanation of the conflict of interest as indicated above. *

*Response required

1.10. Do you or any owner(s), principal(s), or officer(s) of your firm currently serve on any Flagler County board(s) or committee(s)?*

Please indicate response.

☐ Yes

☐ No

*Response required

When equals "Yes"

*1.10.1. If you indicated YES to Flagler County board/committee question above... **

Please list the individual's full name(s) and the board(s) and/or committee(s) on which they serve.

*Response required

2. Revisions, Addenda, Questions & Answers

All answers to questions of substance will be publicly published using the Question & Answer feature.

Participants are required to review all revisions and answers to questions published. Revisions within the Solicitation as well as responses posted through the 'Question & Answer' feature are authoritative and shall be considered an addendum to the Solicitation. All information in this Solicitation, including information provided through the 'Question & Answer' feature are incorporated into the Solicitation or any Contract resulting from this Solicitation.

2.1. Addenda/Questions Acknowledgement*

By selecting YES below, participants are confirming that they have reviewed revisions and all answers to questions published and any addenda up until the Solicitation closing date and have given consideration to all information in preparing the response to this Solicitation. Selecting YES will serve as confirmation of acknowledgement.

☐ Yes

☐ No

*Response required

3. Public Entity Crime

3.1. Public Entity Crime Acknowledgement*

Public Entity Crimes - Pursuant to Section 287.133(12)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Submittal Package (Bid Response) on a contract to provide any goods or services to a public entity, may not submit a bond on a contract with a public entity for the construction or repair of a public building or public work, may not submit Submittal Package (Bid Response) on leases of real property to a public entity may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (\$25,000) for a period of 36 months from the date of being placed on the convicted vendor list. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

By selecting 'Yes', the Respondent represents and warrants that the submission of its response/proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005) or their successor. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.

- ☐ Yes
☐ No

*Response required

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

4.1. Acknowledgment Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion*

By selecting 'Yes' below, the Respondent certifies to the best of its knowledge and belief, that the firm and any subcontractor/supplier in accordance with a response to this solicitation:

- are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency
- have not within a three-year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the previous paragraph of this certification.
- have not within a three (3) year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

- ☐ Yes
☐ No

*Response required

When equals "No"

4.1.1. Enter explanation of the 'No' response to the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.

5. Scrutinized Companies Certification

Per State of Florida Statute s. 287.135(5) Suppliers (companies) must acknowledge and agree to the 'Certification Regarding Prohibition Against Contracting with Scrutinized Companies' paragraph listed below. Respondents shall agree by marking the option below. Respondents neglecting to respond may be disqualified from consideration of award and deemed non-responsive.

I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies That Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this Solicitation is for a contract for goods or services where the total contract value is one million dollars (\$1,000,000) or more, I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this Solicitation upon written notice if the responding entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it has 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 it is found to have been engaged in business operations in Cuba or Syria.

5.1. By selecting 'Yes', the respondent acknowledges and agrees to the 'Certification Regarding Prohibition Against Contracting with Scrutinized Companies.' *

- ☐ Yes
☐ No

*Response required

6. Forms/Documentation

6.1. *Proposal Form**

Please download the attached form, complete, and upload the completed form.

- [Proposal Form 11.18.24.pdf](#)

*Response required

6.2. *Memorandum of Authority*

If the Authorized Signatory identified in Section 1.11 above is not an authorized agent of the firm, as listed with the Florida Division of Corporations (Sunbiz), a memorandum of authority, signed by an authorized agent, shall be uploaded in this section giving that individual (Authorized Signatory) the authority to commit the firm to a contract.

6.3. *W-9 **

Please attach current W-9 Form

*Response required

6.4. *Proof of Insurance **

Please provide Proof of Insurance - evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Upon award, final forms must contain the correct solicitation and/or project number and Flagler County contact person.

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy with the response

*Response required

6.5. *Hold Harmless Agreement*

Please download the below document, complete, and upload.

Only upload if applicable in accordance with Florida Law.

- [Flagler Hold Harmless Agree...](#)

6.6. *Professional Certification/Licenses**

Respondent and their Subconsultants/Subcontractors shall have a current professional license from the appropriate governing board to practice in the State of Florida at the time of its submittal. Respondent and their Subconsultants/Subcontractors shall submit with their submittal, copies of their professional license.

Licenses shall remain current for the entire term of the Contract resulting from this solicitation.

*Response required

6.7. *Prohibition Against Contingent Fees**

Respondent shall properly complete, notarize and upload the attached disclosure statement certifying that he or she has not employed or retained any company or person, other than a bona fide employee working solely

for the respondent to solicit or secure this contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this contract.

- [Prohibition Against Continge...](#)

*Response required

6.8. *Human Trafficking Attestation Pursuant to Section 787.06, Florida Statutes**

A duly authorized officer or representative of the Respondent (non-governmental entity) shall complete the included Flagler Human Trafficking Attestation Form in compliance with Section 787.06(13), Florida Statutes, (2024).

Download the attached form, complete, and upload completed form.

- [Flagler Human Trafficking A...](#)

*Response required

6.9. *Financial Statement **

All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year.

☐ Please confirm

*Response required

7. *Proposal Submittal and Requirements*

Proposals shall be clear, concise, indexed by subject and properly submitted per the requirements. Documents shall be uploaded by the Respondent to the appropriate section.

Proposals shall include all the information solicited in this RFP, and any additional data that the Proposer deems pertinent to the understanding and evaluation of the proposal. The Proposer should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited.

Failure to provide the required information may result in the proposal not being considered.

7.1. *Submittal Letter of Interest**

Respondent shall submit a letter of interest signed by a corporate officer or principal or an authorized representative of the prime consultant authorized to obligate the firm and/or joint venture contractually. The letter should include:

- A. A brief history of the business;
- B. Organizational structure of business;

- C. Designation of the legal entity by which the business operates (i.e., sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, etc.) including documentation from the appropriate state's agency confirming firm's legal entity type. For non-Florida businesses, submit documentation from the state in which the business was formed and documentation from the State of Florida providing authorization to perform business in the state of Florida;
- D. A Florida Department of State, Division of Corporations' Sunbiz report available at www.sunbiz.org; If firm is not currently registered to do business within the State of Florida (Sunbiz), proof of registration shall be submitted prior to award.
- E. Ownership interests;
- F. Active business venues (counties, states, etc.);
- G. Present status and projected direction of business;
- H. The overall qualifications of the business to provide the services requested;
- I. The qualifications of the firm's employees who will work on the Contract;
- J. Respondent shall also list any lawsuits in which their team (firm & sub consultants) has been involved in relative to company contracts or other company business over the last five (5) years. The respondent shall also list any work their team failed to complete in accordance with any contract in the last five (5) years and describe details regarding the non-performance, including listing any officer or partner of their team who in the last five (5) years failed to complete a contract handled in his/her name.

*Response required

7.2. Firm/Employee Qualifications *

Qualifications of the firm and the employees that will be assigned to the County. Please include:

- Professional staff (name, project role, business address, phone number, and e-mail address) including job skills, education (degree and specification), professional training, total years experience, years experience with current firm, professional registration, and other professional qualification.
- **Sub-consultants:** same as above including number of years experience working with the respondent, percent of sub consultant's business performed for prime and past relationships. The respondent shall state the percent of prime's business performed by their sub consultant
- **Organizational chart:** One (1) single-sided page maximum of the proposed team (prime & sub consultants).

*Response required

7.3. *Similar Projects and References **

The information provided in this section, must be current and the County must be able to contact references for verification as part of the evaluation process.

Unless specifically asked by the County, Flagler County shall not be listed as a reference.

Proposers shall include a minimum of three (3) favorable, applicable, and comparable references, and they represent the type of work requested for the scope under this RFP, and for an agency similar in size and type to Flagler County. The firm shall identify each similar project description's list of the proposed team members who worked on the project(s). (*Flagler County shall not be listed as a reference.) **(Use Attached Reference Form)**. It is the firm's responsibility to ensure email addresses provided are current and accurate.

Have any contracts been terminated for any reason? If so, please elaborate.

The respondent shall also list any work their team failed to complete in accordance with any contract in the last five (5) years and describe details regarding the nonperformance, including listing any officer or partner of their team who in the last five (5) years failed to complete a contract handled in his/her name.

Please download the below References Form, complete, and upload.

- [References Form 11.18.24.pdf](#)

*Response required

7.4. *Qualifications Based on Scope **

Respondents shall outline their qualifications and experience as applicable to the required scope of services, which includes their proposed team, for responding to request for work including their method for quality control.

*Response required

7.5. *Scope of Services Provided by Company**

The respondents shall provide understanding and approach to scope of services offered. If the responding firm does not have to provide all facets of the scope of services, this section must outline those services that will be offered.

*Response required

7.6. *Pricing Proposal**

The Pricing Proposal must be completed. All Proposers are required to provide hourly personnel/equipment rates. Payments based on hourly personnel/equipment rates can be applied to all work areas.

☐ Please confirm

*Response required

7.7. *Licenses/Certifications**

Include a copy of any and all professional licenses as required to perform the services described herein and of the professional licenses for each team member.

*Response required

7.8. *Additional Pricing*

Add additional classification(s) not included in Pricing Proposal.

9. Definitions

As used in this Solicitation, the following terms shall have the meanings set forth below:

- **Construction Services:** Means all labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or any other improvements to real property. The term "construction services" does not include Contracts or work performed for the Department of Transportation.
- **Consultant:** The person with education and/or experience which uniquely qualifies him or her to perform a specialized service for the County.
- **Consultant's Services:** Those services within the scope of work of this solicitation that are in an advisory nature to support policy development, decision-making, administration, or management of the government; normally provided by persons and/or organizations considered to have prerequisite knowledge or special abilities not generally available in the government.
- **Contract:** The document resulting from this solicitation between the County and the awarded Respondent, including this RFP, and the awarded Respondent's response along with any written addenda and other written documents, which are expressly incorporated by reference.
- **Contractor:** That person or entity, including employees, servants, partners, principals, agents and assignees of the person or entity that has submitted a Bid or proposal for the purpose of obtaining business with the County to provide the product and/or services set forth herein.
- **Contract Administrator:** The Procurement and Contract Services Manager or designee shall serve as Contract Administrator. The Contract Administrator shall be responsible for addressing any concerns within the scope of the Contract. Any changes to the resulting Contract shall be done in writing and authorized by the Procurement and Contract Services Manager.
- **County:** Shall mean the Flagler County Board of County Commissioners (a body corporate and politic and a subdivision of the State of Florida).
- **County's Project Manager(s):** The Project Manager(s) have responsibility for the day-to-day administration of the resulting Agreement for the County and will be designated prior to award of the resulting Master Agreement or Purchase Order.
- **Day:** The word "day" means each calendar day or accumulation of calendar days.
- **Director:** The Procurement and Contract Services Manager for Flagler County Board of County Commissioners, Florida.

- **Person or Persons:** An individual, firm, partnership, corporation, association, executor, administrator, trustee, or other legal entity, whether singular or plural, masculine or feminine, as the context may require.
- **Proposal:** The document submitted by the Consultant in response to a formal solicitation used to determine if the Consultant is highly qualified.
- **Proposer:** See Respondent.
- **Protest:** See process at www.flaglercounty.gov/departments/financial-services/purchasing under Procurement Manual.
- **Respondent:** That person or entity, including employees, servants, partners, principals, agents and assignees of the person or entity that submits a proposal for the purpose of obtaining a Contract with the County for the provision of the services requested in the RFP.
- **Respondent's Project Manager:** The Project Manager has responsibility for administering this Contract for the Respondent and will be designated prior to execution of the Contract.
- **Task Assignment:** Specific, detailed services or work placed against an awarded and established continuing services Contract memorialized as an Amendment to this Contract by the parties prior to the commencement of such Work or Services by the Consultant.



County of Flagler
Financial Services
E. John Brower MBA, CGFO, CPM, Director
1769 East Moody Boulevard | Building 2, Bunnell, FL 32110

[TERRACON CONSULTANTS, INC] RESPONSE DOCUMENT REPORT

RFP No. 25-RFP-039

Professional Land Management Services

RESPONSE DEADLINE: March 5, 2025 at 2:00 pm

Report Generated: Wednesday, April 2, 2025

Terracon Consultants, Inc Response

CONTACT INFORMATION

Company:

Terracon Consultants, Inc

Email:

emilygrace.studstill@terracon.com

Contact:

Emily Studstill

Address:

8001 Baymeadows Way

Suite 1

Jacksonville, FL 32256

Phone:

N/A

Website:

N/A

Submission Date:

Feb 26, 2025 4:06 PM (Eastern Time)

ADDENDA CONFIRMATION

Addendum #1

Confirmed Feb 25, 2025 11:55 AM by Ashley Miller

Addendum #2

Confirmed Feb 25, 2025 11:55 AM by Ashley Miller

QUESTIONNAIRE

1. Acknowledgements

ACKNOWLEDGMENT*

Pass

By checking yes, the Respondent acknowledges the following:

- Information provided in the response is true and correct and that the submission of a response is final.
- The Respondent agrees to all terms and conditions contained in this solicitation and related exhibits.
- Respondent further agrees and acknowledges that no proprietary or confidential information has been submitted. By submitting this proposal or entering into this contract, Contractor/Respondent acknowledges that all documents submitted are public records and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services or delivery of products provided under this proposal or contract are public records subject to the public records disclosure requirements of Florida Statutes sec. 119 et seq., and Article I, section 24 of the Florida Constitution.
- Responses may be withdrawn by the Respondent prior to the closing/offer date. Following the closing date, Respondent understands that a response may not be withdrawn.

Yes

SCOPE OF SERVICES ACKNOWLEDGEMENT*

Pass

By checking yes, vendor acknowledges the above and/or included Scope of Services and will furnish said product and/or services according to the specifications or scope of services detailed within this Solicitation if awarded.

Yes

BY CHECKING YES, THE VENDOR AGREES TO COMPLY WITH THE E-VERIFY REQUIREMENTS AS DESCRIBED IN THIS SECTION.*

Pass

Compliance with E-Verify Federal Requirements

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor / Consultant on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement, including Subcontractors. Any subcontract entered into by Contractor with any Subcontractor performing work under this contract shall include the following language: "The Subcontractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement." The Contractor covenants and agrees that if it is found in violation of this section or the Executive Order, such violation shall be a material breach of this Agreement and Contractor shall indemnify, defend and hold harmless the County from any fines or penalties levied by a government agency, including the loss or repayment of grant funds by the County.

Yes

COMPLETE AND UPLOAD THE FEDERAL CONTRACT PROVISIONS. *

Pass

Compliance with FEMA 2 CFR 200.318-326 and Appendix II Contract Provisions.

This Agreement and the products/services provided may be utilized in the event of declared State/Federal Emergency, and Contractors shall comply with the applicable sections of the Federal Contract Provisions attached.

Please download the attached document, complete, and upload.

- [Federal Contract Provisions...](#)

Terracon_Federal_Contract_Provisions_01.10.25.pdf

REGISTRATION ON SAM.GOV*

Pass

For any federally funded project, respondent agrees to register on SAM.gov if awarded a contract under this solicitation.

Yes

INSURANCE ACKNOWLEDGEMENT*

Pass

By checking yes, Respondent agrees to the insurance requirements as detailed in the Required Types and Limits of Insurance Chart and the Required Types of Insurance; Insurance Requirements; and Proof of Insurance sub-sections in "General Terms and Conditions".

Yes

DRUG-FREE WORKPLACE*

Pass

Please download the below documents, complete, and upload.

- [DRUG FREE WORKPLACE.pdf](#)

Terracon_DRUG_FREE_WORKPLACE.pdf

NAME AND TITLE OF AUTHORIZED AGENT OF THE RESPONDENT*

Pass

Respondent acknowledges that the name and title of the signatory (the "Authorized Signatory"), as completed below, is authorized to execute contracts/agreements with Flagler County, and any affixed electronic or conformed signature of the Authorized Signatory shall be the act of and attributable to the Authorized Signatory. By signing this Agreement electronically, the Authorized Signatory does thereby adopt the electronic or conformed signature as his or her own and designates a copy of same for use as an official record by Flagler County.

If the below-named individual is not an authorized agent of the firm, as listed with the Florida Division of Corporations (Sunbiz), a Memorandum of Authority shall be uploaded giving that individual authorization to commit the firm to a contract.

Please provide the Complete Name and Title which shall indicate acknowledgment.

John O'Donnell, P.E. Senior Associate, Office Manager

CONFLICT OF INTEREST*

Pass

The award of this Solicitation is subject to Chapter 112, Florida Statutes. All respondents must disclose with their response the name of any officer, director, or agent who is also an employee of Flagler County. Further, all respondents must disclose the name of any Flagler County employee who owns, directly or indirectly, an interest of the Respondent's/Supplier's firm or any of its subsidiaries associated with this project. I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

Respondent shall select 'No' if a conflict of interest as defined in this question does NOT exist. Please select 'Yes' if a conflict of interest as defined in this question DOES exist and shall be further described in the explanation below.

No

DO YOU OR ANY OWNER(S), PRINCIPAL(S), OR OFFICER(S) OF YOUR FIRM CURRENTLY SERVE ON ANY FLAGLER COUNTY BOARD(S) OR COMMITTEE(S)?*

Pass

Please indicate response.

No

2. Revisions, Addenda, Questions & Answers

All answers to questions of substance will be publicly published using the Question & Answer feature.

Participants are required to review all revisions and answers to questions published. Revisions within the Solicitation as well as responses posted through the 'Question & Answer' feature are authoritative and shall be considered an addendum to the Solicitation. All information in this Solicitation, including information provided through the 'Question & Answer' feature are incorporated into the Solicitation or any Contract resulting from this Solicitation.

ADDENDA/QUESTIONS ACKNOWLEDGEMENT*

Pass

By selecting YES below, participants are confirming that they have reviewed revisions and all answers to questions published and any addenda up until the Solicitation closing date and have given consideration to all information in preparing the response to this Solicitation. Selecting YES will serve as confirmation of acknowledgement.

Yes

3. Public Entity Crime

PUBLIC ENTITY CRIME ACKNOWLEDGEMENT*

Pass

Public Entity Crimes - Pursuant to Section 287.133(12)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Submittal Package (Bid Response) on a contract to provide any goods or services to a public entity, may not submit a bond on a contract with a public entity for the construction or repair of a public building or public work, may not submit Submittal Package (Bid Response) on leases of real property to a public entity may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for

Category Two (\$25,000) for a period of 36 months from the date of being placed on the convicted vendor list. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

By selecting 'Yes', the Respondent represents and warrants that the submission of its response/proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005) or their successor. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.

Yes

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

ACKNOWLEDGMENT REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION*

Pass

By selecting 'Yes' below, the Respondent certifies to the best of its knowledge and belief, that the firm and any subcontractor/supplier in accordance with a response to this solicitation:

- are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency
- have not within a three-year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the previous paragraph of this certification.
- have not within a three (3) year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Yes

5. Scrutinized Companies Certification

Per State of Florida Statute s. 287.135(5) Suppliers (companies) must acknowledge and agree to the 'Certification Regarding Prohibition Against Contracting with Scrutinized Companies' paragraph listed below. Respondents shall agree by marking the option below. Respondents neglecting to respond may be disqualified from consideration of award and deemed non-responsive.

I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies That Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this Solicitation is for a contract for goods or services where the total contract value is one million dollars (\$1,000,000) or more, I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority- owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this Solicitation upon written notice if the responding entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it has 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 it is found to have been engaged in business operations in Cuba or Syria.

BY SELECTING 'YES', THE RESPONDENT ACKNOWLEDGES AND AGREES TO THE 'CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES.' *

Pass

Yes

6. Forms/Documentation

PROPOSAL FORM*

Pass

Please download the attached form, complete, and upload the completed form.

- [Proposal Form 11.18.24.pdf](#)

Terracon_Proposal_Form.pdf

MEMORANDUM OF AUTHORITY

If the Authorized Signatory identified in Section 1.11 above is not an authorized agent of the firm, as listed with the Florida Division of Corporations (Sunbiz), a memorandum of authority, signed by an authorized agent, shall be uploaded in this section giving that individual (Authorized Signatory) the authority to commit the firm to a contract.

No response submitted

W-9 *

Pass

Please attach current W-9 Form

W9_ST_Addr_Terracon.pdf

PROOF OF INSURANCE *

Pass

Please provide Proof of Insurance - evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Upon award, final forms must contain the correct solicitation and/or project number and Flagler County contact person.

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy with the response

COI_Specimen_2025-04-01_Terracon_not_locked.pdf

HOLD HARMLESS AGREEMENT

Please download the below document, complete, and upload.

Only upload if applicable in accordance with Florida Law.

- [Flagler Hold Harmless Agree...](#)

No response submitted

PROFESSIONAL CERTIFICATION/LICENSES*

Pass

Respondent and their Subconsultants/Subcontractors shall have a current professional license from the appropriate governing board to practice in the State of Florida at the time of its submittal. Respondent and their Subconsultants/Subcontractors shall submit with their submittal, copies of their professional license.

Licenses shall remain current for the entire term of the Contract resulting from this solicitation.

FL_Cert_of_Good_Standing_exp_2026-01-17_Terracon.pdf
Sec_of_State_Corp_Annual_Report_filed_2026-01-16_Terracon.pdf
Taylor_FDACS_Herbicide_Appl_2021-2025_(1).pdf
Taylor_NPDES_Instructor_(1).pdf
Taylor,_Ryan_FL_GT_EXP_7-25_(1).PDF
Taylor_NPDES_Inspector_(1).pdf
Anderson,_Brett_FL_EXP_7-23-26.pdf
Jacobs,_Craig_FL_GT_EXP_2-11-26.pdf
Sparaco,_Cody_FL_GT_EXP-4-2026.pdf
BAA_HAZWOPER_Certification_-_July_2024.pdf
hazwoper_cert_Alex_Wolfson.pdf
Sparaco_-_Hazwoper.pdf
Chris_Williams_Hazwoper_Certificate.pdf
40_hour_HAZWOPER_June2024_Certificate.pdf

AcreGreen.pdf
Blue_Nelson_RPA.jpeg
Boschi_RPA.pdf
SWSPCPcertificate_-_2022-06-24T234807_-_GH.pdf
license4387675.pdf
license1364342_(1).pdf
Cline_Florida_PE.pdf
GISPcert_expires20250725.pdf
IMG_5576.jpeg
FL_Dept_of_Agr_License_as_Dealer_in_Afr_Products_2025.pdf
FP_Certs_NRLI_and_CPM.pdf
FP_PMI_Certfication.pdf

PROHIBITION AGAINST CONTINGENT FEES*

Pass

Respondent shall properly complete, notarize and upload the attached disclosure statement certifying that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this contract.

- [Prohibition Against Continge...](#)

Terracon_Prohibition_Against_Contingent_Fees.pdf

HUMAN TRAFFICKING ATTESTATION PURSUANT TO SECTION 787.06, FLORIDA STATUTES*

Pass

A duly authorized officer or representative of the Respondent (non-governmental entity) shall complete the included Flagler Human Trafficking Attestation Form in compliance with Section 787.06(13), Florida Statutes, (2024).

Download the attached form, complete, and upload completed form.

- [Flagler Human Trafficking A...](#)

Terracon_Human_Trafficking_Attestation.pdf

FINANCIAL STATEMENT *

Pass

All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year.

Confirmed

7. Proposal Submittal and Requirements

Proposals shall be clear, concise, indexed by subject and properly submitted per the requirements. Documents shall be uploaded by the Respondent to the appropriate section.

Proposals shall include all the information solicited in this RFP, and any additional data that the Proposer deems pertinent to the understanding and evaluation of the proposal. The Proposer should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited.

Failure to provide the required information may result in the proposal not being considered.

SUBMITTAL LETTER OF INTEREST*

Pass

Respondent shall submit a letter of interest signed by a corporate officer or principal or an authorized representative of the prime consultant authorized to obligate the firm and/or joint venture contractually. The letter should include:

- A. A brief history of the business;
- B. Organizational structure of business;

- C. Designation of the legal entity by which the business operates (i.e., sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, etc.) including documentation from the appropriate state's agency confirming firm's legal entity type. For non-Florida businesses, submit documentation from the state in which the business was formed and documentation from the State of Florida providing authorization to perform business in the state of Florida;
- D. A Florida Department of State, Division of Corporations' Sunbiz report available at www.sunbiz.org; If firm is not currently registered to do business within the State of Florida (Sunbiz), proof of registration shall be submitted prior to award.
- E. Ownership interests;
- F. Active business venues (counties, states, etc.);
- G. Present status and projected direction of business;
- H. The overall qualifications of the business to provide the services requested;
- I. The qualifications of the firm's employees who will work on the Contract;
- J. Respondent shall also list any lawsuits in which their team (firm & sub consultants) has been involved in relative to company contracts or other company business over the last five (5) years. The respondent shall also list any work their team failed to complete in accordance with any contract in the last five (5) years and describe details regarding the non-performance, including listing any officer or partner of their team who in the last five (5) years failed to complete a contract handled in his/her name.

Terracon_Letter_of_Interest_FINAL.pdf

Litigation_Statement_(3).pdf

Sec_of_State_Corp_Annual_Report_filed_2026-01-16_Terracon.pdf

FIRM/EMPLOYEE QUALIFICATIONS *

Pass

Qualifications of the firm and the employees that will be assigned to the County. Please include:

- Professional staff (name, project role, business address, phone number, and e-mail address) including job skills, education (degree and specification), professional training, total years experience, years experience with current firm, professional registration, and other professional qualification.
- **Sub-consultants:** same as above including number of years experience working with the respondent, percent of sub consultant's business performed for prime and past relationships. The respondent shall state the percent of prime's business performed by their sub consultant
- **Organizational chart:** One (1) single-sided page maximum of the proposed team (prime & sub consultants).

Terracon__Firm_Employee_Qualifications_FINAL.pdf

SIMILAR PROJECTS AND REFERENCES *

Pass

The information provided in this section, must be current and the County must be able to contact references for verification as part of the evaluation process.

Unless specifically asked by the County, Flagler County shall not be listed as a reference.

Proposers shall include a minimum of three (3) favorable, applicable, and comparable references, and they represent the type of work requested for the scope under this RFP, and for an agency similar in size and type to Flagler County. The firm shall identify each similar project description's list of the proposed team members who worked on the project(s). (*Flagler County shall not be listed as a reference.) **(Use Attached Reference Form)**. It is the firm's responsibility to ensure email addresses provided are current and accurate.

Have any contracts been terminated for any reason? If so, please elaborate.

* The respondent shall also list any work their team failed to complete in accordance with any contract in the last five (5) years and describe details regarding the nonperformance, including listing any officer or partner of their team who in the last five (5) years failed to complete a contract handled in his/her name.

Please download the below References Form, complete, and upload.

- [References Form 11.18.24.pdf](#)

Terracon_References_Form__FINAL_1.pdf

Terracon_References_FINAL_2.pdf

QUALIFICATIONS BASED ON SCOPE*

Pass

Respondents shall outline their qualifications and experience as applicable to the required scope of services, which includes their proposed team, for responding to request for work including their method for quality control.

Terracon__Qualifications_Based_on_Scope_FINAL_pdf.pdf

SCOPE OF SERVICES PROVIDED BY COMPANY*

Pass

The respondents shall provide understanding and approach to scope of services offered. If the responding firm does not have to provide all facets of the scope of services, this section must outline those services that will be offered.

Terracon_Scope_of_Services_Provided_by_Terracon_FINAL.pdf

PRICING PROPOSAL*

Pass

The Pricing Proposal must be completed. All Proposers are required to provide hourly personnel/equipment rates. Payments based on hourly personnel/equipment rates can be applied to all work areas.

Confirmed

LICENSES/CERTIFICATIONS*

Pass

Include a copy of any and all professional licenses as required to perform the services described herein and of the professional licenses for each team member.

FL_Cert_of_Good_Standing_exp_2026-01-17_Terracon.pdf
Sec_of_State_Corp_Annual_Report_filed_2026-01-16_Terracon.pdf
Boschi_RPA.pdf
Blue_Nelson_RPA.jpeg
SWSPCpcertificate_-_2022-06-24T234807_-_GH.pdf
license4387675.pdf
license1364342_(1).pdf
Cline_Florida_PE.pdf
40_hour_HAZWOPER_June2024_Certificate.pdf
BAA_HAZWOPER_Certification_-_July_2024.pdf
Sparaco_-_Hazwoper.pdf
hazwoper_cert_Alex_Wolfson.pdf
Chris_Williams_Hazwoper_Certificate.pdf
Anderson,_Brett_FL_EXP_7-23-26.pdf
Jacobs,_Craig_FL_GT_EXP_2-11-26.pdf
Sparaco,_Cody_FL_GT_EXP-4-2026.pdf
Taylor,_Ryan_FL_GT_EXP_7-25.PDF
Taylor_NPDES_Inspector.pdf
Taylor_NPDES_Instructor.pdf
GISPcert_expires20250725.pdf
IMG_5576.jpeg
FL_Dept_of_Agr_License_as_Dealer_in_Afr_Products_2025.pdf
FP_Certs_NRLI_and_CPM.pdf
FP_PMI_Certfication.pdf

ADDITIONAL PRICING

Add additional classification(s) not included in Pricing Proposal.

No response submitted

PRICE TABLES

Line Item	Classification	Unit of Measure	Hourly Rate
1	Principal	Per Hour	\$250.00
2	Project Manager	Per Hour	\$248.00
3	Senior Scientist	Per Hour	\$180.00
4	Scientist	Per Hour	\$147.00
5	Environmental Technician	Per Hour	\$105.00
6	GIS Professional	Per Hour	\$160.00
7	Administrative Staff	Per Hour	\$98.00
8	Other	Per Hour	\$170.00

FEDERAL CONTRACT PROVISIONS

Contractor agrees to comply with all requirements below

§ 200.317-§ 200.327 - Procedures shall conform to the procurement standards identified in Federal Rules that apply to non-state entities.

DOMESTIC PREFERENCES—§200.323 - This RFP shall, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes but is not limited to iron, aluminum, steel, cement, and other manufactured products.

COMPETITION - 2 C.F.R. § 200.319(a) – This RFP shall be conducted in a manner providing for full and open competition and shall not involve any of the following:

1. Placing unreasonable requirements on firms in order for them to qualify to do business
2. Requiring unnecessary experience and excessive bonding
3. Noncompetitive pricing practices between firms or between affiliated companies
4. Noncompetitive contracts to consultants that are on retainer contracts
5. Organizational conflicts of interest
6. Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement
7. Any arbitrary action in the procurement process

PRECEDENCE IN TERMS – In the event of a conflict, the Special Terms and Conditions, including Section 4A – Special Terms and Conditions for Federal Contract Compliance shall take precedence over all other sections.

PERIOD OF OFFER VALIDITY – Proposals offered in this RFP must remain firm for a period of ninety (90) days from the RFP opening date.

TERM OF CONTRACT – It is the intent of the County/Municipality to enter contract(s) for the approximate duration of three (3) years with the option of two (2) additional one (1) year renewals.

CONTRACT COST ADJUSTMENTS – Prices quoted shall be firm for the initial contract term. Thereafter, any extensions which may be approved by the County/Municipality shall be subject to the following: Cost for any extension terms shall be subject to an adjustment only if increase or decrease occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U. S. Dept of Labor, and shall not exceed five percent (5%).

The County/Municipality may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are insufficient. In the event the County/Municipality does not wish to accept the adjusted costs, and the matter cannot be resolved to the satisfaction of the County/Municipality, the Contract will be considered cancelled on the scheduled expiration date.

AWARDS – Results from the evaluation committee will be considered by the Flagler County Board of County Commissioners at the earliest possible regular meeting after the evaluation process.

The Agencies reserve the right to make award(s) by individual sections, groups, all or none, or a combination thereof, with one or more Proposers; to reject all proposals, or to waive any informality or technicality in proposals received as deemed to be in the best interest of the County/Municipality.

The Agencies do not award publicly funded contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the Immigration and Naturalization Act, 8 United States Code s1324a(e). Such employment deprives legal workers of job opportunities. Violation of section 274A(e) shall be grounds for unilateral cancellation of any contract, bid or quote for purchase of services and goods by any County/Municipality.

QUALIFICATIONS – The Agencies reserves the right to conduct an inspection of the facility and equipment prior to award of the RFP.

Proposals will be considered only from firms which are regularly engaged in the business as described in this RFP package; with a record of performance for a reasonable time period, which have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the service if awarded a Contract under the terms and conditions stated herein. The terms “equipment and organization” as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practice in the industry and as determined by the County/Municipality.

SUBCONSULTANTS – Proposers shall list all proposed subconsultants to be used, regardless of racial or gender grouping. Include names, addresses, phone numbers, type of work subcontracted (discipline, trade, or commodity) and proposed percentage of work prior to comment of work.

CODE OF CONDUCT – Proposers and their subcontractors or teaming partners, upon award, must provide and maintain a written code of standards governing the performance of their employees working on the projects or administering the contract. It shall be the sole responsibility of the awarded Proposer(s) to maintain and provide a copy of sub or teaming partner’s codes of conduct to the County/Municipality upon request.

VENDOR’S PRODUCT OR SERVICES – The Proposer’s product (if applicable) shall be free of all lines, claims or encumbrances, and the Proposer warrants that it has a clear title to the product being delivered.

If Proposer is contracted to provide services, such services shall be fully satisfactory to the County/Municipality as determined by the County/Municipality.

The proposer shall provide the County/Municipality with any data, reports, or other information as required and requested by the County/Municipality to enable it to utilize the product or service furnished by the vendor.

In furnishing the service or product, the Proposer shall comply with all Federal, State, and local laws, rules, regulations and codes and their successors or amendments. Violation of such laws, rules, regulations, and codes may be grounds for delaying or reducing the amount due, or in rescinding the contract, bid or quote.

PROPOSAL SECURITY – Due to the nature of this RFP and in accordance with FEMA standards, a bid bond is not required.

PERFORMANCE AND PAYMENT BOND – In accordance with CFR200 2 C.F.R. § 200.326 performance and payment bond must be as follows:

- 1) A bid guarantee from each bidder is equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- 2) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.
- 3) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

FEDERAL AWARDING AGENCY OR PASS-THROUGH ENTITY REVIEW—§200.325

Flagler County/Municipality has made available technical specifications of this RFP for review by the Florida Division of Emergency Management and incorporated comments herein.

EQUAL EMPLOYMENT OPPORTUNITY

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, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - a. 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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- a. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
- b. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor because 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.
- c. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
- d. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or [contract](#) modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Any contract in an amount in excess of \$100,000 is subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. As used in this section, the terms *laborers* and *mechanics* include watchmen and guards.

- 1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

- 3) *Withholding for unpaid wages and liquidated damages.* County/Municipality, shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- 4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

Contractor shall comply with the following on all contracts in excess of \$150,000:

- 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 County/Municipality, as applicable, and understands and agrees that the County/Municipality, will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 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 FEMA.

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 Flagler County or County/Municipality and understands and agrees that the (Flagler County or County/Municipality will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 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 FEMA.
- 4) The Consultant/Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

DEBARMENT AND SUSPENSION

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

BYRD ANTI-LOBBYING AMENDMENT U.S.C. § 1352 (as amended)

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

Procurement of Recovered Materials:

In the performance of this contract, the Consultant/Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- 1) Competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or 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 website at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- 3) The Consultant/Contractor also agrees to comply with all other applicable requirements of

Section 6002 of the Solid Waste Disposal Act.

ACCESS TO RECORDS

The following access to records requirements apply to this contract:

- 1) In addition to being subject to Chapter 119, Florida Statutes, the Contractor agrees to provide County/Municipality, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- 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 FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- 4) In compliance with Section 1225 of the Disaster Recovery Act of 2018, the Flagler County or County/Municipality and the Contractor acknowledge and agrees that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

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. The Consultant/Contractor shall include this provision in any subcontracts.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

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

NO OBLIGATION BY FEDERAL GOVERNMENT

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.

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

SOCIOECONOMIC CONTRACTING—§200.321

- a) Flagler County/Municipality shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used, when possible, in accordance with 2 C.F.R. § 200.321.
- b) Affirmative steps include:
 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
 2. Assuring that small and minority businesses, and women's business enterprises 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, and women's business enterprises.
 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
 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.
 6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of 2 C.F.R. § 200.321 .

Veteran-Owned Businesses as Target Firms (2 C.F.R. § 200.321)

Flagler County/Municipality will consider "veteran-owned business" when possible.

License and Delivery of Works Subject to Copyright and Data Rights

The Consultant/Contractor grants to the County/Municipality, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Consultant/Contractor will identify such data and grant to the County/Municipality or acquires on its behalf a license of the same scope as for

data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Consultant/Contractor will deliver to the County/Municipality data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County/Municipality.

Davis-Bacon Act (when applicable)

Contractor shall comply with the following provisions for any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions required by the applicable Federal grant program. These provisions are subject to any modifications thereof to meet the particular needs of the agency, provided, that such modifications are first approved by the Department of Labor:

a. Minimum wages.

(1) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Consultant/Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph a.(2) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Consultant/Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is utilized in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Consultant/Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount

designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Consultant/Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

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

b. Withholding. The appropriate 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 the Consultant/Contractor under this contract or any other Federal contract with the same prime Consultant/Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Consultant/Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Consultant/Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the appropriate Federal Agency may, after written notice to the Consultant/Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

c. Payrolls and basic records.

(1) Payrolls and basic records relating thereto shall be maintained by the Consultant/Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the

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

(2) (A) The Consultant/Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the appropriate federal agency if the agency is a party to the contract, but if the agency is not such a party, the Consultant/Contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the appropriate federal agency. The payrolls submitted shall set out accurately and completely all the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification, or its successor site. The prime Consultant/Contractor is responsible for the submission of copies of payrolls by all subcontractors. Consultant/Contractor and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the appropriate federal agency if the agency is a party to the contract, but if the agency is not such a party, the Consultant/Contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the appropriate Federal Agency, the Consultant/Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Consultant/Contractor to require a subcontractor to provide addresses and social security numbers to the prime Consultant/Contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

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

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

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

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

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

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

(3) The Consultant/Contractor or subcontractor shall make the records required under paragraph c.(1) of this section available for inspection, copying, or transcription by authorized representatives of the County/Municipality or the Department of Labor, and shall permit such representatives to interview

employees during working hours on the job. If the Consultant/Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Consultant/Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

d. Apprentices and trainees -

(1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Consultant/Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where the Consultant/Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Consultant/Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Consultant/Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Consultant/Contractor will no longer be

permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

e. Compliance with Copeland Act requirements. The Consultant/Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

f. Subcontracts. The Consultant/Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Consultant/Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

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

j. Certification of eligibility.

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

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

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

Copeland Anti-Kickback Act

a. Contractor. The Consultant/Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The Consultant/Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Consultant/Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Remedies

a. If a remedies clause provision exists in the contract (excluding any attachments or exhibits thereto), then that remedies provision shall control. However, if there is no remedies provision, then the following shall control:

(1) the Consultant/Contractor's remedy for default by the County/Municipality is a written request to the County/Municipality Manager seeking the funds from the County/Municipality for work completed in accordance with the terms of the contract. If the claim is denied or not paid as requested, then, within thirty

(30) days, the Consultant/Contractor may file a claim for such funds in a court of competent jurisdiction. Such a claim may not include consequential or special damages and shall not exceed the total contract amount.

(2) the County's/Municipality's remedy for default shall include termination of the contract and all remedies available to it at law that are necessary to make the County/Municipality whole.

b. Force Majeure. If a force majeure provision exists in the contract (excluding any attachments or exhibits thereto), then that remedies provision shall control. However, if there is no force majeure provision clause, then the following shall control: neither Party shall be liable for its failure to perform hereunder if its performance is rendered impossible by any act, event or condition beyond its reasonable control which by the exercise of due diligence it shall be unable to overcome. Such acts, events or conditions shall include, but not be limited to the following: Acts of God, hurricanes, tornado, lightning, or earthquake; strikes or lockouts; acts of war, civil insurrection, riots or terrorism; fire or flood not caused by the Party unable to perform; change in law not due to improper conduct or to any negligent or intentional act or omission on the part of the Party unable to perform; and global pandemics. Should the Consultant/Contractor be obstructed or delayed in the prosecution or completion of its services or work as a result of said unforeseeable causes beyond the control of the Consultant/Contractor and not due to its own, or any of its agents', fault or neglect, Consultant/Contractor shall, within 24 hours of the time the delay becomes apparent, notify the County/Municipality of such delay in writing stating the cause or causes thereof, failing which the Consultant/Contractor shall waive any right the Consultant/Contractor may have to request a reasonable extension of time to complete the work required by the contract. Such reasonable extensions of time to complete the work shall be the sole remedy of the Consultant/Contractor for such delays, and the Consultant/Contractor will not be entitled to any damages or any claim for extra compensation.

Termination for Cause

If a termination for cause provision exists in the contract (excluding any attachments or exhibits thereto), then that termination for cause provision shall control. However, if there is no termination for cause provision, then the following shall control: either Party may terminate this contract for cause based upon the failure of the other Party to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to this contract, provided that the non-defaulting Party shall give the defaulting Party written notice specifying the Party's default. If within thirty (30) days after receipt of such notice, the defaulting Party shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the non-defaulting Party may, at its option, place the defaulting Party in default and the contract shall terminate on the date specified in such notice. In the case of termination notice issued by the County/Municipality, the County/Municipality may take over the work and cause it to be performed to completion by written agreement with a different contractor or otherwise. In such case, the County/Municipality reserves all rights and remedies available, including, but not limited to, the right to recover the County's/Municipality's additional cost incurred in securing complete performance. The rights and remedies of the County/Municipality provided in this clause are in addition to any other rights and remedies provided by law or under this contract. If, after the County's/Municipality's notice of termination for cause is issued, it is determined that Consultant/Contractor had not breached its contractual obligations, then the termination shall be deemed to be effected for the County's/Municipality's convenience.

Termination for Convenience

If a termination for convenience provision exists in the contract (excluding any attachments or exhibits thereto), then that termination for convenience provision shall control. However, if there is no termination for convenience provision, then the following shall control: either Party may terminate this contract at any time by giving thirty (30) days written notice to the other Party of such termination. Such termination is effective upon the Party's receipt of the Notice of Termination. Upon receipt of such a notice, the Parties will discontinue all services affected, unless the notice directs otherwise. The Consultant/Contractor shall be entitled to payment for services rendered, to the extent work has been performed satisfactorily.

Prohibition on Contracting for Covered Telecommunications Equipment or Services

a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and

telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

b. Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph c. of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(A) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(B) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(C) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(D) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service 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.

c. Exceptions.

(1) This clause does not prohibit contractors from providing—

(A) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(B) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(A) Covered telecommunications equipment or services that:

(i) Are not used as a substantial or essential component of any system; and

(ii) Are not used as critical technology of any system.

(B) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. Reporting requirement.

(1) In the event the Consultant/Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Consultant/Contractor is notified of such by a subcontractor at any tier or by any other source, the Consultant/Contractor shall report the information in paragraph d.(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Consultant/Contractor shall report the following information pursuant to paragraph d.(1) of this clause:

(A) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(B) Within 10 business days of submitting the information in paragraph (d)(2)(A) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Consultant/Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e. Subcontracts. The Consultant/Contractor shall insert the substance of this clause, including this paragraph e., in all subcontracts and other contractual instruments.

Domestic Preferences for Procurement

As appropriate, and to the extent consistent with law, the Consultant/Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

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.

Manufactured products mean 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.

Compliance with Federal Laws, Regulations and Executive Orders

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

FEDERAL CONTRACT COMPLIANCE PROVISIONS FHWA 1273

Reference Attachment A Page 17

FEDERAL AWARDING AGENCY OR PASS-THROUGH ENTITY REVIEW—§200.325

Flagler County/Municipality shall make available, upon the request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition.

CONTRACT CHANGES AND MODIFICATIONS

Flagler County/Municipality shall evaluate the cost of any contract change, modification, amendment, addendum, change order, or constructive change; as all contract changes must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable; in accordance with 2 C.F.R. § 200.403.

I hereby certify that I have read and understand the requirements of these Federal Contract Provisions and that I, as the Respondent, will comply with all requirements.

* 

Authorized Signature

John O'Donnell

Printed Name

Senior Associate / Office Manager

2/12/2025

Title

Date

Terracon Consultants, Inc.

Company Name

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REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

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

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2 Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

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

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

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

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

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

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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

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

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

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

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

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

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

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to [29 U.S.C. 3141](#), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

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

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

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

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

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

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

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDL/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

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

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

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

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeymen under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

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

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

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

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

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 and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* 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.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or

~~(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.~~

4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

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

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

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

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

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

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

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

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

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

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

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

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

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

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

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

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

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

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

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

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

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

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

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

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

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

DRUG FREE WORKPLACE

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

Terracon Consultants, Inc.

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


Authorized Signature

2/12/2025

(Date)

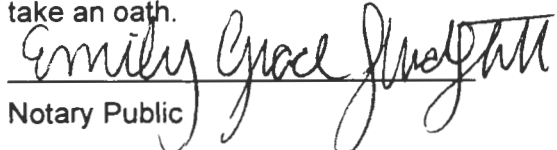
John O'Donnell

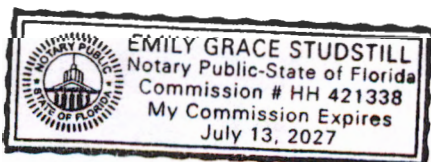
(Print Name)

STATE OF FLORIDA, COUNTY OF Duval

The foregoing instrument was acknowledged before me this 12 day of February, 2025
by John O'Donnell, who is personally known to me or who has produced _____
_____ as identification and who did take an oath.

My Commission Expires: July 13, 2027


Notary Public



02/12/2025

Date

PROPOSAL FORM

The undersigned hereby declare(s) that [firm name] Terracon Consultants, Inc.
has carefully examined the specifications to furnish the products and/or services detailed in the
technical specifications or scope of work and will furnish said product or services according to
the specifications or scope of work detailed within this RFP.

I hereby certify that I have read and understand the requirements of this Request for Proposals
and that I, as the proposer, will comply with all requirements, and that I am duly authorized to
execute this proposal/offer document and any contract(s) and/or other transactions required by
award of this RFP.

Vendor hereby acknowledges that the submittal has been approved by an authorized
signatory with the firm who is authorized to execute contracts/agreements with Flagler
County Board of County Commissioners. Vendor further agrees that by submitting the
proposal electronically, the authorized signatory does thereby accept and acknowledge use as
an official record with Flagler County.

Further, as attested to by below signature, I will provide the required insurance, per the *Required
Types of Insurance*, upon notification of recommendation of award.

The County reserves the right to negotiate with the award vendor(s) for additional items similar in
nature not known at time of closing.

The vendor acknowledges that information provided in this proposal is true and correct:

x 

Signature / Authorized Signatory

John O'Donnell

Printed Name

Senior Associate / Office Manager

02/12/2025

Title

Date

Terracon Consultants, Inc.

Company Name

8001 Baymeadows Way Suite 1, Jacksonville, FL 32256

Full Address

(904) 900-6494

(904) 268-5255

John.O'Donnell@terracon.com

Telephone

Fax

E-mail Address

035308440

42-1249917

Dun & Bradstreet #

Federal I.D. #

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Terracon Consultants, Inc.	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 5 Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 10841 S. Ridgeview Rd. 6 City, state, and ZIP code Olathe, KS 66061 7 List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

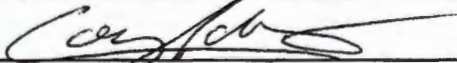
Social security number								
			-				-	
or								
Employer identification number								
4	2		-	1	2	4	9	9 1 7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date 8/1/2024
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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.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



CERTIFICATE OF LIABILITY INSURANCE

4/1/2025

DATE (MM/DD/YYYY)

3/21/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Company of America INSURER B: Allied World Assurance Company (U.S.) Inc. INSURER C: The Travelers Indemnity Company INSURER D: The Travelers Indemnity Company of America INSURER E: Lloyds of London INSURER F:
INSURED 1312891 TERRACON CONSULTANTS, INC. 10841 S. RIDGEVIEW ROAD OLATHE KS 66061	NAIC # 25674 19489 25658 25666

COVERAGES *MAIN** **CERTIFICATE NUMBER:** 13881552 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ CONTRACTUAL LIAB ☒ XCU COVERAGE GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	N	N	TC2J-GLSA-9P529930	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	N	N	TC2J-CAP-131J3858	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ \$0	N	N	CUP-4W208814	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	UB-1T88663A (AOS) UB-1T885681 (AZ, MA, WI)	4/1/2024 4/1/2024	4/1/2025 4/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	CONTRACTORS POLLUTION LIAB	N	N	0312-6506	4/1/2023	4/1/2025	\$10,000,000 EACH OCCURRENCE/AGGREGATE
E	PROFESSIONAL LIABILITY			LDUSA2405180	4/1/2024	4/1/2025	\$1,000,000 EACH CLAIM/\$1,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

PROOF OF COVERAGE. THE UMBRELLA LIABILITY IS FOLLOW FORM OVER THE GENERAL LIABILITY, AUTO LIABILITY, AND EMPLOYER'S LIABILITY PER THE POLICY TERMS, CONDITIONS, AND EXCLUSIONS.

CERTIFICATE HOLDER

CANCELLATION

13881552
SPECIMEN

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M. Amello

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State of Florida

Department of State

I certify from the records of this office that TERRACON CONSULTANTS, INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on December 31, 2003.

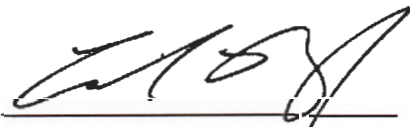
The document number of this corporation is F04000000114.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on January 16, 2025, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Seventeenth day of January,
2025*




Secretary of State

Tracking Number: 9171696598CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

2025 FOREIGN PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# F04000000114

Entity Name: TERRACON CONSULTANTS, INC.

Current Principal Place of Business:10841 S RIDGEVIEW ROAD
OLATHE, KS 66061**Current Mailing Address:**10841 S RIDGEVIEW ROAD
OLATHE, KS 66061 US

FEI Number: 42-1249917

Certificate of Status Desired: No

Name and Address of Current Registered Agent:CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525 US*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.***SIGNATURE:**

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title TREASURER
Name VRANA, DONALD J
Address 10841 S RIDGEVIEW ROAD
City-State-Zip: OLATHE KS 66061

Title SECRETARY
Name COURTNEY, PATRICK L
Address 10841 S RIDGEVIEW ROAD
City-State-Zip: OLATHE KS

Title CHAIRMAN
Name PACKER, M. GAYLE
Address 10841 S RIDGEVIEW ROAD
City-State-Zip: OLATHE KS 66061

Title DIRECTOR
Name SANDER, JASON A,
Address 10841 S RIDGEVIEW ROAD
City-State-Zip: OLATHE KS 66061

Title DIRECTOR
Name ANDERSON, TIMOTHY W
Address 4685 S. ASH AVE
 #H4
City-State-Zip: TEMPE AZ 85282

Title PRESIDENT/CEO
Name PACKER, M. GAYLE
Address 10841 S RIDGEVIEW ROAD
City-State-Zip: OLATHE KS 66061

Title DIRECTOR
Name ZAMBO, VANESSA D
Address 10841 S RIDGEVIEW ROAD
City-State-Zip: OLATHE KS 66061

Title DIRECTOR
Name ROBERTS, JEFFREY C.
Address 10841 S RIDGEVIEW ROAD
City-State-Zip: OLATHE KS 66061

Continues on page 2

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: PATRICK L. COURTNEY

SECRETARY

01/16/2025

Electronic Signature of Signing Officer/Director Detail

Date

Officer/Director Detail Continued :

Title	DIRECTOR
Name	ANDERSON, WILLIAM S
Address	10841 S RIDGEVIEW ROAD
City-State-Zip:	OLATHE KS 66061

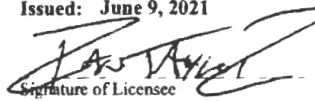
Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM19793

TAYLOR, RYAN R
11479 SEDGEMOORE DRIVE EAST
JACKSONVILLE, FL 32223

Categories
5A, 21

Issued: June 9, 2021

Expires: May 31, 2025


Signature of Licensee


NICOLE "NIKKI" FRIED, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

QUALIFIED STORMWATER MANAGEMENT INSTRUCTOR



The undersigned hereby acknowledges that

Ryan Taylor

has successfully met all requirements necessary to be an
Instructor for the Florida Stormwater, Erosion, and Sedimentation
Control Inspector Training Program

May 20, 2005

Instructor # 219

A handwritten signature in dark ink, which appears to read 'John Abendroth', is written over a horizontal line.

John Abendroth



Authorized Gopher Tortoise Agent
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
Division of Habitat and Species Conservation
Wildlife Diversity Conservation Section
620 South Meridian Street, Mail Station 2A
Tallahassee, Florida 32399-1600
(850) 921-1031

Permittee Name: Ryan Taylor
Permittee Address: 7220 Financial Way Suite 100
JACKSONVILLE, FLORIDA 32256
UNITED STATES

Permit Number: GTA-09-00217G
Effective Date: **March 8, 2022**
Expiration Date: July 20, 2025

IS AUTHORIZED TO:

1. **Capture gopher tortoises using bucket traps**
2. Capture gopher tortoises using hand shovel excavation of gopher tortoise burrows
3. **Mark, transport, and release captured gopher tortoises at recipient sites**
4. Supervise backhoe excavation of gopher tortoise burrows to capture gopher tortoises
5. **Burrow scope**

Permittee Signature: _____ Date: _____

Not valid unless signed. By signature, confirms that all information provided to issue the permit is accurate and complete, and indicates acceptance and understanding of the provisions and conditions listed below. **Any false statements or misrepresentations when applying for this permit may result in felony charges and will result in revocation of this permit.**

Authorized By: Eric Seckinger

Authorized for: Eric Sutton, Executive Director

Authorizing Signature: _____

Date: 03/08/2022

Wildlife Diversity Conservation Section

Is Authorized To (Continued)

This permit is in effect an amendment and supersedes all previous versions. All amended conditions and provisions of the previous permit (changed or new items) are indicated in bold text.

PERMIT CONDITIONS AND PROVISIONS:

- 1 Authorization to conduct the specified activities in association with the relocation of gopher tortoises in Florida is subject to Rules 68A-9.002 and 68A-27, Florida Administrative Code (F.A.C.), the Gopher Tortoise Permitting Guidelines (April 2008 – revised July 2020) [hereafter, the "Permitting Guidelines"], and subsequent revisions of these guidelines that are in effect at the time the authorized activities are conducted, and subject to the following provisions/conditions.
- 2 Authorized activities are also predicated and conditioned on the information and assurances provided in the Permittee's **02/18/2022 application (as supplemented)**, the assurances of which are herein incorporated by reference.
- 3 The Permittee shall only take, attempt to take, pursue, hunt, harass, capture, possess, or transport gopher tortoises, or molest, damage or destroy any gopher tortoise burrows when such activity is authorized by a separate permit (e.g., Conservation, 10 or Fewer Burrows, Temporary Exclusion, Recipient Site, Scientific Collecting) issued by the FWC for a specified property that authorizes the Permittee to capture and possess gopher tortoises from or within that property.
- 4 Tortoises shall only be relocated when the low temperature at the recipient site is forecasted by the National Weather Service to be above 50° Fahrenheit for three consecutive days after release (including the day of relocation). This three-day window of milder overnight temperatures is required to allow the relocated tortoises to settle into the recipient site and to reduce the chance of cold-related stress or mortality.
- 5 Captured gopher tortoises that show signs of disease (i.e., nasal and ocular discharge, emaciation, etc.) shall not be relocated off-site to the authorized recipient site and must be reported to the Gopher Tortoise Program (by phone 850-921-1031 or by email to GTPermits@MyFWC.com) within 48 hours of capture. At the Permittee's discretion, symptomatic tortoises may be: relocated on-site; transported to and quarantined at a FWC-licensed wildlife rehabilitation center (list available upon request) or licensed veterinary facility for treatment

and subsequent relocation of recovered, non-symptomatic gopher tortoises along with others from the population; transported and donated to a FWC-permitted disease research program; or humanely euthanized by a licensed veterinarian when disease is advanced.

- 6 **Gopher tortoises released at a recipient site shall be released into an enclosure in conformance with the FWC enclosure requirements specified in the Permitting Guidelines, or as amended. Gopher tortoises should be released near existing abandoned burrows or excavated starter burrows at the recipient site.**
- 7 **Marking of gopher tortoises must be done for all permits except for 10 or Fewer Burrows permits with on-site relocation. All tortoises must be marked with marginal scutes of tortoises ≥ 130 mm carapace length (CL) drilled or notched, and marginal scutes of juveniles < 130 mm CL notched. Passive Integrated Transponder (PIT) tags may be used as an alternative to drilling or notching the marginal scutes.**
- 8 **During transport, gopher tortoises must be held in shaded conditions and in individual containers large enough to allow the tortoise to turn around. Tortoises must not be held more than 72 hours after capture unless otherwise authorized by FWC permit.**
- 9 Supervised backhoe excavation of gopher tortoise burrows shall only take place with at least two people present at each burrow. A backhoe operator and a person on the ground at the burrow is required at all times during backhoe excavation. Backhoes must be equipped with a flat blade on the bucket for digging. Excavation of a burrow should not be started unless it can be fully excavated in the same day. Burrow excavation is not complete until the burrow terminus is reached and all side chambers are found and completely excavated.
- 10 This permit does not authorize Permittee access to any public or private properties. Permission to access the property must be secured from the appropriate landholders prior to undertaking any work on such properties.
- 11 This permit is non-transferable and must be readily available for inspection at all times while engaging in the permitted activities. This permit can be suspended, revoked or not renewed for just cause pursuant to 68-1.010, Florida Administrative Code and Chapter 120, Florida Statutes. Criteria for suspension, revocation, or non-renewal of authorized agent permits and registered agents can be found in the Permitting Guidelines, or as amended.
- 12 The activities authorized under this Permit must be carried out by the Permittee or the Assistant(s) that are designated by the Permittee. The Permittee shall revise its list of designated Assistants utilizing the FWC online permitting system prior to that Assistant conducting any gopher tortoise activities authorized under this permit. The FWC reserves the right to deny a Permittee's designation of an individual as its Assistant if rights of the individual to obtain gopher tortoise permits have been suspended or revoked. All activities conducted by Assistants must be under the supervision and responsibility of the Permittee. Assistants must be directly supervised on-site by the Permittee when the Assistant(s) are collecting gopher tortoise blood samples or during backhoe excavation of gopher tortoise burrows. The Permittee shall be as fully responsible for activities conducted by Assistants and contracted backhoe operators to the same extent as if they had themselves carried out those activities under this Permit.
- 13 The Permittee and its Assistant(s) must carry with them either this original permit, or a complete copy, while engaged in the permitted gopher tortoise activities. The Assistant(s) must also be in possession of a copy of the letter of designation from the Permittee.
- 14 The Permittee, by signing this permit, specifically agrees to allow authorized Commission personnel, upon presentation of credentials as may be required by law, access to sites to inspect the activities authorized under this permit.
- 15 A request for permit renewal or extension should be submitted at least 45 days prior to the expiration date of this permit.
- 16 **Gopher tortoise burrow scoping must be conducted in accordance with the Permitting Guidelines, as amended. Burrow scoping is not an acceptable method of confirming vacancy or determining occupancy for capture purposes. See Appendix 7 of the Permitting Guidelines for recipient site burrow scoping methodology. To minimize risk of spreading pathogens, the burrow camera head and cables should be disinfected after a tortoise expressing clinical sign of disease is encountered, and between sites.**

A person whose substantial interests are affected by FWC's action may petition for an administrative proceeding (hearing) under sections 120.569 and 120.57 of the Florida Statutes. A person seeking a hearing on FWC's action shall file a petition for hearing with the agency within 21 days of receipt of written notice of the decision. The petition must contain the information and otherwise comply with section 120.569, Florida Statutes, and the uniform rules of the Florida Division of Administration, chapter 28-106, Florida Administrative Code. If the FWC receives a petition, FWC will notify the Permittee. The attached Explanation of Rights statement provides additional information as to the rights of parties whose substantial interests are or may be affected by this action.

QUALIFIED STORMWATER MANAGEMENT INSPECTOR



The undersigned hereby acknowledge that

Ryan Taylor

has successfully met all requirements necessary to be fully
certified through the Florida Department of Environmental Protection
Stormwater, Erosion, and Sedimentation Control Inspector Training Program

Marleina Overton
Marleina Overton

January 31, 2003

Inspector # 3857

Karl Kurka
Karl Kurka



Authorized Gopher Tortoise Agent
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
Division of Habitat and Species Conservation
Wildlife Diversity Conservation Section
620 South Meridian Street, Mail Station 2A
Tallahassee, Florida 32399-1600
(850) 921-1031

Permittee Name: Brett Anderson
Permittee Address: Environmental Services, Inc.
7220 Financial Way Suite 100
JACKSONVILLE, FLORIDA 32256
UNITED STATES

Permit Number: GTA-14-00044D
Effective Date: **July 25, 2022**
Expiration Date: **July 23, 2026**

IS AUTHORIZED TO:

1. **Capture gopher tortoises using hand shovel excavation of gopher tortoise burrows**
2. Supervise backhoe excavation of gopher tortoise burrows to capture gopher tortoises

Permittee Signature: _____

Date: 07/25/2022

Not valid unless signed. By signature, confirms that all information provided to issue the permit is accurate and complete, and indicates acceptance and understanding of the provisions and conditions listed below. **Any false statements or misrepresentations when applying for this permit may result in felony charges and will result in revocation of this permit.**

Authorized By: Eric Seckinger

Authorized for: Eric Sutton, Executive Director

Authorizing Signature: _____

Date: 07/25/2022

Wildlife Diversity Conservation Section

Is Authorized To (Continued)

This permit is in effect an amendment and supersedes all previous versions. All amended conditions and provisions of the previous permit (changed or new items) are indicated in bold text.

PERMIT CONDITIONS AND PROVISIONS:

- 1 Authorization to conduct the specified activities in association with the relocation of gopher tortoises in Florida is subject to Rules 68A-9.002 and 68A-27, Florida Administrative Code (F.A.C.), the Gopher Tortoise Permitting Guidelines (April 2008 – **revised July 2020**) [hereafter, the "Permitting Guidelines"], and subsequent revisions of these guidelines that are in effect at the time the authorized activities are conducted, and subject to the following provisions/conditions.
- 2 Authorized activities are also predicated and conditioned on the information and assurances provided in the Permittee's **07/13/2022 application** (as supplemented), the assurances of which are herein incorporated by reference.
- 3 The Permittee shall only take, attempt to take, pursue, hunt, harass, capture, possess, or transport gopher tortoises, or molest, damage or destroy any gopher tortoise burrows when such activity is authorized by a separate permit (e.g., Conservation, 10 or Fewer Burrows, Temporary Exclusion, Recipient Site, Scientific Collecting) issued by the FWC for a specified property that authorizes the Permittee to capture and possess gopher tortoises from or within that property.
- 4 Tortoises shall only be relocated when the low temperature at the recipient site is forecasted by the National Weather Service to be above 50° Fahrenheit for three consecutive days after release (including the day of relocation). This three-day window of milder overnight temperatures is required to allow the relocated tortoises to settle into the recipient site and to reduce the chance of cold-related stress or mortality.
- 5 Captured gopher tortoises that show signs of disease (i.e., nasal and ocular discharge, emaciation, etc.) shall not be relocated off-site to the authorized recipient site **and must be reported to the Gopher Tortoise Program (by phone 850-921-1031 or by email to GTPermits@MyFWC.com) within 48 hours of capture**. At the Permittee's discretion, symptomatic tortoises may be: relocated on-site; transported to and quarantined at a FWC-licensed wildlife rehabilitation center (list available upon request) or licensed veterinary facility for treatment and subsequent relocation of recovered, non-symptomatic gopher tortoises along with others from the population; transported and donated to a FWC-permitted disease research program; or humanely euthanized by

a licensed veterinarian when disease is advanced.

- 6 During transport, gopher tortoises must be held in shaded conditions and in individual containers large enough to allow the tortoise to turn around. Tortoises must not be held more than 72 hours after capture unless otherwise authorized by FWC permit.
- 7 This permit does not authorize Permittee access to any public or private properties. Permission to access the property must be secured from the appropriate landholders prior to undertaking any work on such properties.
- 8 This permit is non-transferable and must be readily available for inspection at all times while engaging in the permitted activities. This permit can be suspended, revoked or not renewed for just cause pursuant to 68-1.010, Florida Administrative Code and Chapter 120, Florida Statutes. Criteria for suspension, revocation, or non-renewal of authorized agent permits and registered agents can be found in the Permitting Guidelines, or as amended.
- 9 The activities authorized under this Permit must be carried out by the Permittee or the Assistant(s) that are designated by the Permittee. The Permittee shall revise its list of designated Assistants utilizing the FWC online permitting system prior to that Assistant conducting any gopher tortoise activities authorized under this permit. The FWC reserves the right to deny a Permittee's designation of an individual as its Assistant if rights of the individual to obtain gopher tortoise permits have been suspended or revoked. All activities conducted by Assistants must be under the supervision and responsibility of the Permittee. Assistants must be directly supervised on-site by the Permittee when the Assistant(s) are collecting gopher tortoise blood samples or during backhoe excavation of gopher tortoise burrows. The Permittee shall be as fully responsible for activities conducted by Assistants and contracted backhoe operators to the same extent as if they had themselves carried out those activities under this Permit.
- 10 The Permittee and its Assistant(s) must carry with them either this original permit, or a complete copy, while engaged in the permitted gopher tortoise activities. The Assistant(s) must also be in possession of a copy of the letter of designation from the Permittee.
- 11 The Permittee, by signing this permit, specifically agrees to allow authorized Commission personnel, upon presentation of credentials as may be required by law, access to sites to inspect the activities authorized under this permit.
- 12 A request for permit renewal or extension should be submitted at least 45 days prior to the expiration date of this permit.

A person whose substantial interests are affected by FWC's action may petition for an administrative proceeding (hearing) under sections 120.569 and 120.57 of the Florida Statutes. A person seeking a hearing on FWC's action shall file a petition for hearing with the agency within 21 days of receipt of written notice of the decision. The petition must contain the information and otherwise comply with section 120.569, Florida Statutes, and the uniform rules of the Florida Division of Administration, chapter 28-106, Florida Administrative Code. If the FWC receives a petition, FWC will notify the Permittee. The attached Explanation of Rights statement provides additional information as to the rights of parties whose substantial interests are or may be affected by this action.



Authorized Gopher Tortoise Agent
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
Division of Habitat and Species Conservation
Wildlife Diversity Conservation Section
620 South Meridian Street, Mail Station 2A
Tallahassee, Florida 32399-1600
(850) 921-1031

Permittee Name: Craig Jacobs
Permittee Address: Terracon
8001 Baymeadows Way Suite 100
JACKSONVILLE, FLORIDA 32256
UNITED STATES

Permit Number: GTA-22-00008
Effective Date: February 11, 2022
Expiration Date: February 11, 2026

IS AUTHORIZED TO:

1. Capture gopher tortoises using hand shovel excavation of gopher tortoise burrows
2. Supervise backhoe excavation of gopher tortoise burrows to capture gopher tortoises

Permittee Signature: _____

Date: _____

Not valid unless signed. By signature, confirms that all information provided to issue the permit is accurate and complete, and indicates acceptance and understanding of the provisions and conditions listed below. **Any false statements or misrepresentations when applying for this permit may result in felony charges and will result in revocation of this permit.**

Authorized By: Eric Seckinger

Authorized for: Eric Sutton, Executive Director

Authorizing Signature: _____

Wildlife Diversity Conservation Section

Date: 02/11/2022

PERMIT CONDITIONS AND PROVISIONS:

- 1 Authorization to conduct the specified activities in association with the relocation of gopher tortoises in Florida is subject to Rules 68A-9.002 and 68A-27, Florida Administrative Code (F.A.C.), the Gopher Tortoise Permitting Guidelines (April 2008 – revised July 2020) [hereafter, the "Permitting Guidelines"], and subsequent revisions of these guidelines that are in effect at the time the authorized activities are conducted, and subject to the following provisions/conditions.
- 2 Authorized activities are also predicated and conditioned on the information and assurances provided in the Permittee's 02/07/2022 application (as supplemented), the assurances of which are herein incorporated by reference.
- 3 The Permittee shall only take, attempt to take, pursue, hunt, harass, capture, possess, or transport gopher tortoises, or molest, damage or destroy any gopher tortoise burrows when such activity is authorized by a separate permit (e.g., Conservation, 10 or Fewer Burrows, Temporary Exclusion, Recipient Site, Scientific Collecting) issued by the FWC for a specified property that authorizes the Permittee to capture and possess gopher tortoises from or within that property.
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- 6 Supervised backhoe excavation of gopher tortoise burrows shall only take place with at least two people present at each burrow. A backhoe operator and a person on the ground at the burrow is required at all times during

backhoe excavation. Backhoes must be equipped with a flat blade on the bucket for digging. Excavation of a burrow should not be started unless it can be fully excavated in the same day. Burrow excavation is not complete until the burrow terminus is reached and all side chambers are found and completely excavated.

- 7 This permit does not authorize Permittee access to any public or private properties. Permission to access the property must be secured from the appropriate landholders prior to undertaking any work on such properties.
- 8 This permit is non-transferable and must be readily available for inspection at all times while engaging in the permitted activities. This permit can be suspended, revoked or not renewed for just cause pursuant to 68-1.010, Florida Administrative Code and Chapter 120, Florida Statutes. Criteria for suspension, revocation, or non-renewal of authorized agent permits and registered agents can be found in the Permitting Guidelines, or as amended.
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- 10 The Permittee and its Assistant(s) must carry with them either this original permit, or a complete copy, while engaged in the permitted gopher tortoise activities. The Assistant(s) must also be in possession of a copy of the letter of designation from the Permittee.
- 11 The Permittee, by signing this permit, specifically agrees to allow authorized Commission personnel, upon presentation of credentials as may be required by law, access to sites to inspect the activities authorized under this permit.
- 12 A request for permit renewal or extension should be submitted at least 45 days prior to the expiration date of this permit.

A person whose substantial interests are affected by FWC's action may petition for an administrative proceeding (hearing) under sections 120.569 and 120.57 of the Florida Statutes. A person seeking a hearing on FWC's action shall file a petition for hearing with the agency within 21 days of receipt of written notice of the decision. The petition must contain the information and otherwise comply with section 120.569, Florida Statutes, and the uniform rules of the Florida Division of Administration, chapter 28-106, Florida Administrative Code. If the FWC receives a petition, FWC will notify the Permittee. The attached Explanation of Rights statement provides additional information as to the rights of parties whose substantial interests are or may be affected by this action.

Society of Wetland Scientists

Professional Certification Program

WE ARE THE INTERNATIONAL ORGANIZATION THAT HAS BEEN
CERTIFYING PROFESSIONAL WETLAND SCIENTISTS SINCE 1994



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Certification Information

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Professional Wetland Scientist

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Requirements

Certification as Wetland Professional in Training (WPIT) is considered a preliminary step for persons who have completed the basic educational requirements but do not meet the experience and/or the specialized wetland course work (SWCW) requirements. Professional Wetland Scientist (PWS) certification is awarded to those meeting both educational and experience requirements. Refer to the application forms for detailed information on the certification process.

COLLEGE / UNIVERSITY EDUCATION:

All applicants must submit information documenting completion of the educational requirements leading to a college or university degree of Bachelor of Science, Bachelor of Arts, or equivalent or higher degree, and should have the following, or equivalent, course work:

- 1) Biological Sciences: Fifteen (15) semester hours in biological sciences including courses such as general biology, botany or zoology; general ecology; plant, animal, aquatic or wetlands ecology; invertebrate zoology; taxonomy; marine science; fisheries biology; plant physiology, plant taxonomy, plant pathology, plant morphology; relevant environmental sciences; and similar courses.
- 2) Physical Sciences: Fifteen (15) semester hours in courses in soils, chemistry, hydrology, physics, geology, sedimentology, oceanography, coastal processes, environmental engineering, and similar courses.
- 3) Quantitative Sciences: Six (6) semester hours in courses in math, computer sciences, basic statistics, population dynamics, experimental statistics, and similar courses.
- 4) Additional Educational Requirements for PWS Certification: As of June 1, 1999, fifteen (15) semester hours (or equivalent in short courses or continuing education courses) of specialized wetland course work (SWCW). Examples of recommended courses, continuing education, and/or training needed to attain additional competency include, but are not limited to, the following:

Wetland Plant Taxonomy; Advanced Plant Taxonomy; Wetland Hydrology; General Hydrology; Soil Morphology, Classification, and Mapping; Hydric Soil Identification; Wetland Restoration and Creation; Wetland delineation/Evaluation/Classification; Applied Wetland Ecology and Management; Wetland Creation/Mitigation; Wetland Ecology. Attendance at professional meetings of symposia will not qualify to meet this requirement.

Applicants seeking credit for specialized wetland courses taken outside of the university setting where no official college credit was generated must provide the following information to assist the SWSPCP in assessing the applicability of the course in meeting the minimum hour requirement for Specialized Wetland Courses:

- Name, date, location and sponsor of the course
- The number of classroom and/or field hours completed

The SWSPCP recognizes that Professional Wetland Scientists will have an extremely broad range of technical specialties. Curricula can be individually tailored, particularly at the advanced degree level or as part of a professional development program of continuing education and training, to prepare for any of these specialties. For example, there is currently high interest in and need for qualified professionals to consistently and accurately identify and delineate wetlands and wetland boundaries; evaluate types, nature, and function of wetlands; and/or propose plans for wetland restoration, creation, and/or mitigation.

QUALIFYING EXPERIENCE:

In addition to the minimum collegiate courses required, a Professional Wetland Scientist (PWS) must meet specific experience and wetlands-related education as outlined below: Professional experience begins following conferral of the FIRST degree at a baccalaureate or higher level. Certification as a PWS requires a minimum of five (5) years of full-time professional experience. Relevant experience must be gained within ten (10) years prior to applying for the PWS. Experience must demonstrate the application of current technical knowledge to problems and programs dealing with wetland resources and activities. Relevant experience may be gained while working in the private (e.g., consulting, industry, non-profit), public (e.g., local, state, federal government), and/or academic sectors.

Identification of the professional level of experience will require careful evaluation of each application. Experience is calculated based upon applicant's description and documentation of percentage of time applied to relevant wetlands work. Therefore, it is the applicant's responsibility to fully document for each experience the percentage of time devoted specifically to professional wetland activities, providing month/year dates for each period(s) of experience. Full-time work experience is defined as a minimum 75% of daily/weekly/monthly duties devoted specifically to wetland science. Work experience below the 75% threshold will be credited on a pro-rated basis. NOTE: The terms "research" and "projects" are generic.

Examples of qualifying experience include:

1. Engaging in research that includes field or laboratory observations, analysis of data, and preparation of a publication for recognized journals and/or published reports to private/public clients,
2. Directing a research project with supervisory responsibility over several technicians,
3. Serving as a leader or assistant leader on wetland-related projects requiring independent judgment and action,
4. Teaching a college course or equivalent in wetlands science,
5. Working as a wetland specialist, scientist, or manager in the public (local, state, or federal agency) or private (industry, consultant, developer) sector,

MAINTAINING YOUR CERTIFICATION

Once you are granted the PWS or WPIT certification, you are required to maintain it by paying an annual maintenance fee. As of January 1, 2015 the maintenance fee is \$75. This fee is not related to your SWS membership, if applicable. PWS and WPITs are not required to pay the annual maintenance fee in the year in which they are certified. The annual maintenance fee is not waived for WPITs in the year in which they upgrade to PWS. Additionally, in order to help maintain the high standards of the program, as a PWS/SPWS, you are required to renew your certification every five years. A PWS/SPWS shall earn a minimum of 10 certification renewal points during a five-year period from the time of certification. Renewal points are earned in various ways, including employment, conference attendance, presentations and oral papers, and wetland instruction.

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Society of Wetland Scientists Professional Certification Program
Last Updated 2/14/23



Authorized Gopher Tortoise Agent
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
Division of Habitat and Species Conservation
Wildlife Diversity Conservation Section
620 South Meridian Street, Mail Station 2A
Tallahassee, Florida 32399-1600
(850) 921-1031

Permittee Name: Cody Sparaco
Permittee Address: Terracon
8001 Baymeadows Way Suite 1
JACKSONVILLE, FLORIDA 32256
UNITED STATES

Permit Number: GTA-16-00047F
Effective Date: February 17, 2022
Expiration Date: April 27, 2026

IS AUTHORIZED TO:

1. Conduct gopher tortoise surveys
2. Capture gopher tortoises using bucket traps
3. Capture gopher tortoises using live traps
4. Capture gopher tortoises using hand shovel excavation of gopher tortoise burrows
5. Mark, transport, and release captured gopher tortoises at recipient sites
6. Supervise backhoe excavation of gopher tortoise burrows to capture gopher tortoises
7. **Burrow scope**

Permittee Signature: Cody Sparaco

Date: 2/17/22

Not valid unless signed. By signature, confirms that all information provided to issue the permit is accurate and complete, and indicates acceptance and understanding of the provisions and conditions listed below. **Any false statements or misrepresentations when applying for this permit may result in felony charges and will result in revocation of this permit.**

Authorized By: Eric Seckinger

Authorized for: Eric Sutton, Executive Director

Authorizing Signature: Eric Seckinger

Date: 02/17/2022

Wildlife Diversity Conservation Section

Is Authorized To (Continued)

This permit is in effect an amendment and supersedes all previous versions. The affiliation and address of the permittee has been changed. All other amended conditions and provisions of the previous permit (changed or new items) are indicated in bold text.

PERMIT CONDITIONS AND PROVISIONS:

1. Authorization to conduct the specified activities in association with the relocation of gopher tortoises in Florida is subject to Rules 68A-9.002 and 68A-27, Florida Administrative Code (F.A.C.), the Gopher Tortoise Permitting Guidelines (April 2008 - **revised July 2020**) [hereafter, the "Permitting Guidelines"], and subsequent revisions of these guidelines that are in effect at the time the authorized activities are conducted, and subject to the following provisions/conditions.
2. Authorized activities are also predicated and conditioned on the information and assurances provided in the Permittee's **02/14/2022 application** (as supplemented), the assurances of which are herein incorporated by reference.
3. The Permittee shall only take, attempt to take, pursue, hunt, harass, capture, possess, or transport gopher tortoises, or molest, damage or destroy any gopher tortoise burrows when such activity is authorized by a separate permit (e.g., Conservation, 10 or Fewer Burrows, Temporary Exclusion, Recipient Site, Scientific Collecting) issued by the FWC for a specified property that authorizes the Permittee to capture and possess gopher tortoises from or within that property.
4. Gopher tortoise burrow surveys must be conducted in accordance with the Permitting Guidelines, or as amended. Surveys must be conducted no more than 90 days prior to submitting a relocation application.
5. Tortoises shall only be relocated when the low temperature at the recipient site is forecasted by the National Weather Service to be above 50° Fahrenheit for three consecutive days after release (including the day of relocation). This three-day window of milder overnight temperatures is required to allow the relocated tortoises to

settle into the recipient site and to reduce the chance of cold-related stress or mortality.

- 6 Captured gopher tortoises that show signs of disease (i.e., nasal and ocular discharge, emaciation, etc.) shall not be relocated off-site to the authorized recipient site **and must be reported to the Gopher Tortoise Program (by phone 850-921-1031 or by email to GTPermits@MyFWC.com) within 48 hours of capture**. At the Permittee's discretion, symptomatic tortoises may be: relocated on-site; transported to and quarantined at a FWC-licensed wildlife rehabilitation center (list available upon request) or licensed veterinary facility for treatment and subsequent relocation of recovered, non-symptomatic gopher tortoises along with others from the population; transported and donated to a FWC-permitted disease research program; or humanely euthanized by a licensed veterinarian when disease is advanced.
- 7 Gopher tortoises released at a recipient site shall be released into an enclosure in conformance with the FWC enclosure requirements specified in the Permitting Guidelines, or as amended. Gopher tortoises should be released near existing abandoned burrows or excavated starter burrows at the recipient site.
- 8 Marking of gopher tortoises must be done for all permits except for 10 or Fewer Burrows permits with on-site relocation. All tortoises must be marked with marginal scutes of tortoises ≥ 130 mm carapace length (CL) drilled or notched, and marginal scutes of juveniles < 130 mm CL notched. Passive Integrated Transponder (PIT) tags may be used as an alternative to drilling or notching the marginal scutes.
- 9 During transport, gopher tortoises must be held in shaded conditions and in individual containers large enough to allow the tortoise to turn around. Tortoises must not be held more than 72 hours after capture unless otherwise authorized by FWC permit.
- 10 Supervised backhoe excavation of gopher tortoise burrows shall only take place with at least two people present at each burrow. A backhoe operator and a person on the ground at the burrow is required at all times during backhoe excavation. Backhoes must be equipped with a flat blade on the bucket for digging. Excavation of a burrow should not be started unless it can be fully excavated in the same day. Burrow excavation is not complete until the burrow terminus is reached and all side chambers are found and completely excavated.
- 11 This permit does not authorize Permittee access to any public or private properties. Permission to access the property must be secured from the appropriate landholders prior to undertaking any work on such properties.
- 12 This permit is non-transferable and must be readily available for inspection at all times while engaging in the permitted activities. This permit can be suspended, revoked or not renewed for just cause pursuant to 68-1.010, Florida Administrative Code and Chapter 120, Florida Statutes. Criteria for suspension, revocation, or non-renewal of authorized agent permits and registered agents can be found in the Permitting Guidelines, or as amended.
- 13 The activities authorized under this Permit must be carried out by the Permittee or the Assistant(s) that are designated by the Permittee. The Permittee shall revise its list of designated Assistants utilizing the FWC online permitting system prior to that Assistant conducting any gopher tortoise activities authorized under this permit. The FWC reserves the right to deny a Permittee's designation of an individual as its Assistant if rights of the individual to obtain gopher tortoise permits have been suspended or revoked. All activities conducted by Assistants must be under the supervision and responsibility of the Permittee. Assistants must be directly supervised on-site by the Permittee when the Assistant(s) are collecting gopher tortoise blood samples or during backhoe excavation of gopher tortoise burrows. The Permittee shall be as fully responsible for activities conducted by Assistants and contracted backhoe operators to the same extent as if they had themselves carried out those activities under this Permit.
- 14 The Permittee and its Assistant(s) must carry with them either this original permit, or a complete copy, while engaged in the permitted gopher tortoise activities. The Assistant(s) must also be in possession of a copy of the letter of designation from the Permittee.
- 15 The Permittee, by signing this permit, specifically agrees to allow authorized Commission personnel, upon presentation of credentials as may be required by law, access to sites to inspect the activities authorized under this permit.
- 16 A request for permit renewal or extension should be submitted at least 45 days prior to the expiration date of this permit.
- 17 **Gopher tortoise burrow scoping must be conducted in accordance with the Permitting Guidelines, as amended. Burrow scoping is not an acceptable method of confirming vacancy or determining occupancy for capture purposes. See Appendix 7 of the Permitting Guidelines for recipient site burrow scoping methodology. To minimize risk of spreading pathogens, the burrow camera head and cables should be disinfected after a tortoise expressing clinical sign of disease is encountered, and between sites.**

A person whose substantial interests are affected by FWC's action may petition for an administrative proceeding (hearing) under sections 120.569 and 120.57 of the Florida Statutes. A person seeking a hearing on FWC's action shall file a petition for hearing with the agency within 21 days of receipt of written notice of the decision. The petition must contain the information and otherwise comply with section 120.569, Florida Statutes, and the uniform rules of the Florida Division of Administration, chapter 28-106, Florida Administrative Code. If the FWC receives a petition, FWC will notify the Permittee. The attached Explanation of Rights statement provides additional information as to the rights of parties whose

substantial interests are or may be affected by this action.

Certificate of Completion

This certifies that

Brett A. Anderson

has successfully completed

OSHA 40 Hour HAZWOPER Training

Annual Refresher Training Required

In Accordance With Federal OSHA Regulation 29 CFR 1910.120(e)

And State OSHA/EPA Regulations as well including 29 CFR 1926.65(e)

This course is approved for 40 Contact Hours (4 CEUs) of continuing education per the California Department of Public Health for Registered Environmental Health Specialist (REHS) (Accreditation # 044)

Safety Unlimited, Inc., Provider #5660170-2, is accredited by the International Association for Continuing Education and Training (IACET) and is accredited to issue the IACET CEU. As an IACET Accredited Provider, Safety Unlimited, Inc. offers CEUs for its programs that qualify under the ANSI/IACET Standard. Safety Unlimited, Inc. is authorized by IACET to offer 4 CEUs for this program.

Julius P. Griggs

Julius P. Griggs
Instructor #892

2407311513740

Certificate Number

7/31/2024

Issue Date



Scan this code or visit [safetyunlimited.com/v](https://www.safetyunlimited.com/v) to verify certificate.

Annual Refresher Training Required



UNLIMITED, Inc.
OSHA Compliant Safety Training Since 1993

2139 Tapo St., Suite 228 Simi Valley, CA 93063
(855) 784-2677 or 805 306-8027
<https://www.safetyunlimited.com>

Certificate of Completion

This certifies that

Alex H. Wolfson

has successfully completed

OSHA 40 Hour HAZWOPER Training

Annual Refresher Training Required

In Accordance With Federal OSHA Regulation 29 CFR 1910.120(e)

And State OSHA/EPA Regulations as well including 29 CFR 1926.65(e)

This course is approved for 40 Contact Hours (4 CEUs) of continuing education per the California Department of Public Health for Registered Environmental Health Specialist (REHS) (Accreditation # 044)

Safety Unlimited, Inc., Provider #5660170-2, is accredited by the International Association for Continuing Education and Training (IACET) and is accredited to issue the IACET CEU. As an IACET Accredited Provider, Safety Unlimited, Inc. offers CEUs for its programs that qualify under the ANSI/IACET Standard. Safety Unlimited, Inc. is authorized by IACET to offer 4 CEUs for this program.

Julius P. Griggs

Julius P. Griggs
Instructor #892

2405191514278

Certificate Number

5/19/2024

Issue Date



Scan this code or visit [safetyunlimited.com/v](https://www.safetyunlimited.com/v) to verify certificate.

Annual Refresher Training Required



UNLIMITED, Inc.

OSHA Compliant Safety Training Since 1983

2139 Tapo St., Suite 228 Simi Valley, CA 93063

(855) 784-2677 or 805 306-8027

<https://www.safetyunlimited.com>



Certificate of Completion

This certifies that

Cody Sparaco

has successfully completed

OSHA 40 Hour HAZWOPER Training

Annual Refresher Training Required

In Accordance With Federal OSHA Regulation 29 CFR 1910.120(e)

And State OSHA/EPA Regulations as well including 29 CFR 1926.65(e)

This course is approved for 40 Contact Hours (4 CEUs) of continuing education per the California Department of Public Health for Registered Environmental Health Specialist (REHS) (Accreditation # 044)

Safety Unlimited, Inc., Provider #5660170-2, is accredited by the International Association for Continuing Education and Training (IACET) and is accredited to issue the IACET CEU. As an IACET Accredited Provider, Safety Unlimited, Inc. offers CEUs for its programs that qualify under the ANSI/IACET Standard. Safety Unlimited, Inc. is authorized by IACET to offer 4 CEUs for this program.

Julius P. Griggs

Julius P. Griggs
Instructor #892

2405141365354

Certificate Number

5/14/2024

Issue Date



Scan this code or visit [safetyunlimited.com/v](https://www.safetyunlimited.com/v) to verify certificate.

Annual Refresher Training Required



UNLIMITED, Inc.
OSHA Compliant Safety Training Since 1993

2139 Tapo St., Suite 228 Simi Valley, CA 93063
(855) 784-2677 or 805 306-8027
<https://www.safetyunlimited.com>

Certificate of Completion

This certifies that

Christopher Williams

has successfully completed

OSHA 40 Hour HAZWOPER Training

Annual Refresher Training Required

In Accordance With Federal OSHA Regulation 29 CFR 1910.120(e)

And State OSHA/EPA Regulations as well including 29 CFR 1926.65(e)

This course is approved for 40 Contact Hours (4 CEUs) of continuing education per the California Department of Public Health for Registered Environmental Health Specialist (REHS) (Accreditation # 044)

Safety Unlimited, Inc., Provider #5660170-2, is accredited by the International Association for Continuing Education and Training (IACET) and is accredited to issue the IACET CEU. As an IACET Accredited Provider, Safety Unlimited, Inc. offers CEUs for its programs that qualify under the ANSI/IACET Standard. Safety Unlimited, Inc. is authorized by IACET to offer 4 CEUs for this program.

Julius P. Griggs

Julius P. Griggs
Instructor #892

2405151514241

Certificate Number

5/15/2024

Issue Date



Scan this code or visit [safetyunlimited.com/v](https://www.safetyunlimited.com/v) to verify certificate.

Annual Refresher Training Required



UNLIMITED, Inc.

OSHA Compliant Safety Training Since 1983

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(855) 784-2677 or 805 306-8027

<https://www.safetyunlimited.com>

Certificate of Completion

This certifies that

James Moody

has successfully completed

OSHA 40 Hour HAZWOPER Training

Annual Refresher Training Required

In Accordance With Federal OSHA Regulation 29 CFR 1910.120(e)

And State OSHA/EPA Regulations as well including 29 CFR 1926.65(e)

This course is approved for 40 Contact Hours (4 CEUs) of continuing education per the California Department of Public Health for Registered Environmental Health Specialist (REHS) (Accreditation # 044)

Safety Unlimited, Inc., Provider #5660170-2, is accredited by the International Association for Continuing Education and Training (IACET) and is accredited to issue the IACET CEU. As an IACET Accredited Provider, Safety Unlimited, Inc. offers CEUs for its programs that qualify under the ANSI/IACET Standard. Safety Unlimited, Inc. is authorized by IACET to offer 4 CEUs for this program.

Julius P. Griggs

Julius P. Griggs
Instructor #892

240620175518

Certificate Number

6/20/2024

Issue Date



Scan this code or visit [safetyunlimited.com/v](https://www.safetyunlimited.com/v) to verify certificate.

Annual Refresher Training Required



UNLIMITED, Inc.
OSHA Compliant Safety Training Since 1983

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(855) 784-2677 or 805 306-8027
<https://www.safetyunlimited.com>



FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
COMMISSIONER WILTON SIMPSON

January 19, 2023

James Moody
309 Bostwick Cir
Saint Augustine, FL 32092-0430

Dear James Moody:

The Florida Forest Service, as outlined in the Florida Administrative Code 5I-2.006(2)(f), requires every Certified Prescribed Burn Manager registered in the State of Florida to meet the necessary requirements to maintain their status as a Certified Prescribed Burn Manager. Failure to meet either the training requirement or the acreage burning requirement will result in the loss of your Certified Prescribed Burn Manager status.

After reviewing the Certified Prescribed Burn Manager records, our information shows that your certification (**Number 20124396**) is in good standing until the dates shown below.

Training Requirement Good Through: **December 31, 2027**

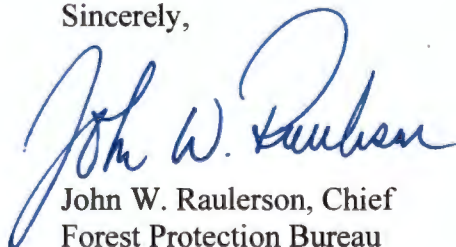
Broadcast Burn Requirement Good Through: **December 31, 2024**

*** There is no further action required on your part. ***

You can see this information and place an open burn request online by accessing the web based open burn authorization system (WebOBA). The easiest way to access the system is to go to www.FDACS.gov and search WebOBA.

For questions about the requirements to maintain certification, please visit the following web site: www.FDACS.gov/RxFire.

Sincerely,



John W. Raulerson, Chief
Forest Protection Bureau

ie Nelson, M.A., R.P.

is met all professional qualifications
and has been accredited as a

d Professional Arch

THE
Register of Professional Archaeologists

Certifies that

David Boschi, M.A., RPA

Has met all professional qualifications
and has been accredited as a

Registered Professional Archaeologist

Terry H. Klein

President



April 18, 2017

Date



***Society of Wetland Scientists
Professional Certification Program, Inc***

renews the designation

Professional Wetland Scientist

For

Gary K. Howalt

In recognition of all the professional requirements approved by the Society of Wetland Scientists Certification
Renewal Program, and verified by the Society's Certification Renewal Review Panel.
Professional Wetland Scientist Number 663 issued on 9/29/1995 and recertified on 6/23/2022.
Due to recertify again by 9/29/2027.



Rob McInnes, PWS
President

Pat Frost, PWS
Certification Renewal Chair



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL GEOLOGISTS

THE PROFESSIONAL GEOLOGIST HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 492, FLORIDA STATUTES

DAVIS, LUKE ABRAM

201 SPANISH MARSH DRIVE
ST AUGUSTINE FL 32095

LICENSE NUMBER: PG2695

EXPIRATION DATE: JULY 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/30/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL GEOLOGISTS

THE PROFESSIONAL GEOLOGIST HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 492, FLORIDA STATUTES

MONGILLO, RALPH FRANCIS JR

12421 ANTLER HILL DR N
JACKSONVILLE FL 32224

LICENSE NUMBER: PG1686

EXPIRATION DATE: JULY 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/28/2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



FBPE
FLORIDA BOARD OF
PROFESSIONAL ENGINEERS

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

CLINE, DONNA MACGRATH

8001 BAYMEADOWS WAY
SUITE 1
JACKSONVILLE FL 32256

LICENSE NUMBER: PE55500

EXPIRATION DATE: FEBRUARY 28, 2027

Always verify licenses online at MyFloridaLicense.com



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This certifies that

Gregory R. Scott

*has met the standards for ethical conduct and professional practice as established by the
GIS Certification Institute for the recognition as a*

**Certified Geographic Information Systems (GIS)
Professional (GISP)**

and is therefore entitled to all the rights and privileges thereunder.

*This grant of certification shall expire or be deemed inactive on 7/25/2025 unless, by that date, the individual
shall have successfully completed recertification.*

Certification Number 83420

Date of Initial Certification 7/25/2014

*Jochen Albrecht
GISCI President*

*Tony Spicci, GISP
GISCI Executive Director*

FLORIDA FOREST SERVICE
(850) 681-5800



THE CORNER BUILDING
3125 CORNER BOULEVARD
TALLAHASSEE, FLORIDA 32399-1690

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
COMMISSIONER WILTON SIMPSON

January 12, 2024

Jeremiah Cates
629 Carol Ln
Defuniak Springs, FL 32433-7993

Dear Jeremiah Cates:

The Florida Forest Service, as outlined in the Florida Administrative Code 51-2.006(2)(f), requires every Certified Prescribed Burn Manager registered in the State of Florida to meet the necessary requirements to maintain their status as a Certified Prescribed Burn Manager. Failure to meet either the training requirement or the acreage burning requirement will result in the loss of your Certified Prescribed Burn Manager status.

After reviewing the Certified Prescribed Burn Manager records, our information shows that your certification (**Number 20194960**) is in good standing until the dates shown below.

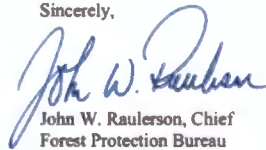
Training Requirement Good Through: **December 31, 2026**
Broadcast Burn Requirement Good Through: **December 31, 2028**

*** There is no further action required on your part. ***

You can see this information and place an open burn request online by accessing the web based open burn authorization system (WebOBA). The easiest way to access the system is to go to www.FDACS.gov/WebOBA.

For questions about the requirements to maintain certification, please visit the following web site: www.FDACS.gov/RxFire.

Sincerely,


John W. Raulerson, Chief
Forest Protection Bureau



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
2005 Apalachee Pkwy
Tallahassee, Florida 32399-6500

February 15, 2025

TERRACON CONSULTANTS INC
8001 BAYMEADOWS WAY STE 1
JACKSONVILLE, FL 32256-7521

SUBJECT: AGRICULTURAL DEALER LICENSE - BUYER CERTIFICATE
ISSUED TO: TERRACON CONSULTANTS INC
LICENSE #: AD2877

This certificate is issued pursuant to Chapter 604, Florida Statutes. This certificate is valid only for the person and license number listed.

All agricultural dealer licenses must be renewed annually. Any license allowed to expire shall become inoperative because of failure to renew. A late fee of \$100 in addition to the license fee must be paid for any license not renewed prior to expiration.

If there are any errors on the certificate, please submit all changes in writing to the department. If you have any questions, please call the Division of Consumer Services toll free at (800) HELP-FLA (435-7352), or 850-410-3800 if calling from outside Florida.

Cut Here



State of Florida
Department of Agriculture and Consumer Services
Division of Consumer Services
2005 Apalachee Pkwy
Tallahassee, Florida 32399-6500

Registration No.: **AD2877**

Issue Date: February 14, 2025

Expiration Date: January 7, 2026

POST CERTIFICATE
CONSPICUOUSLY

License as Dealer in Agricultural Products

Section 604.15-604.30, Florida Statutes

TERRACON CONSULTANTS INC
8001 BAYMEADOWS WAY STE 1
JACKSONVILLE, FL 32256-7521

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

THE FLORIDA CENTER FOR PUBLIC MANAGEMENT

AT THE FLORIDA STATE UNIVERSITY

HEREBY CONFER UPON

Frank Howell

THE DESIGNATION OF

Certified Public Manager

WITH ALL THE RIGHTS, PRIVILEGES, AND HONORS THEREUNTO GRANTED BY
THE STATE OF FLORIDA AND
THE NATIONAL CERTIFIED PUBLIC MANAGER® CONSORTIUM

July 2019



12 12 12

AT THE FLORIDA STATE UNIVERSITY

HEREBY CONFER UPON

Frank E. Howell

THE DESIGNATION OF

Field Supervisor

September 2018

CITY of FLORIDA

NATURAL
LEADERSHIP

*Having successfully completed training
in collaborative leadership and its application to
Florida natural resource issues*

Frank Powell

is hereby recognized as a graduate of the

**Florida Natural Resources Leadership In
eventeenth day of April in the year two thousand**

John L. L. L.



THIS IS TO CERTIFY THAT

Frank Powell

HAS BEEN FORMALLY EVALUATED FOR DEMONSTRATED EXPERIENCE, KNOWLEDGE AND PERFORMANCE IN
ACHIEVING AN ORGANIZATIONAL OBJECTIVE THROUGH DEFINING AND OVERSEEING PROJECTS AND
RESOURCES AND IS HEREBY BESTOWED THE GLOBAL PROFESSIONAL CERTIFICATION

Project Management Professional (PMP)[®]

IN TESTIMONY WHEREOF, WE HAVE SUBSCRIBED OUR SIGNATURES UNDER THE SEAL OF THE INSTITUTE

A handwritten signature in black ink, reading 'Ike Nwankwo'.

Ike Nwankwo, PMP | Chair, Board of Directors



A handwritten signature in black ink, reading 'Pierre Le Manh'.

Pierre Le Manh | President & CEO

Certification Number: 1599175

Original Grant Date: 18 April 2013

Expiration Date: 18 April 2028



PROHIBITION AGAINST CONTINGENT FEES:

In accordance with Florida Statute 287.055(6)(a), the following statement, duly signed and notarized, must be included in each proposal:

The firm, Terracon Consultants, Inc., warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this agreement.

By 
(Signature)

Date 2/12/2025

By John O'Donnell, Senior Associate / Office Manager
Corporate Officer Name & Title

STATE OF Florida

COUNTY OF Duval

Sworn to/affirmed and subscribed before me this 12 day of February, 2025, by John O'Donnell, who is personally known to me or who has produced _____ as identification.

Emily Grace Studstill
NOTARY PUBLIC - STATE OF Florida

Type or print name: Emily Grace Studstill
Commission No.: HH 421338
Commission Expires: July 13, 2027
(Seal)



Contractor Name: Terracon Consultants, Inc.

Solicitation Number: 25-RFP-039

HUMAN TRAFFICKING ATTESTATION PURSUANT TO SECTION 787.06, FLORIDA STATUTES

Name of Entity/Contractor: Terracon Consultants, Inc. ("Nongovernmental Entity")

This form has been completed by a duly authorized officer or representative of the Nongovernmental Entity in conjunction with the execution, renewal, or extension of a contract with Flagler County Board of County Commissioners, a governmental entity and political subdivision of the State of Florida, ("Governmental Entity") in compliance with Section 787.06(13), Florida Statutes, (2024).

The Nongovernmental Entity acknowledges that Section 787.06(13), Florida Statutes, provides that when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services. For purposes of this requirement, "labor" means work of economic or financial value and "services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term, "services" includes, but is not limited to, forced marriage, servitude, or the removal of organs.

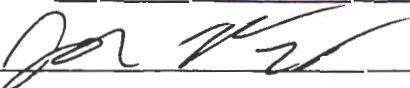
Pursuant to Section 787.06, Florida Statutes, when a contract is executed, renewed, or extended between you, a nongovernmental entity, and Flagler County Board of County Commissioners, a governmental entity in the State of Florida, you are hereby providing this affidavit under penalties of perjury that you do not use **coercion to employ any person for labor or services**. Coercion includes, without limitation, using or threatening to use physical force against any person; restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; causing or threatening to cause financial harm to any person; enticing or luring any person by fraud or deceit; or providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

This signed attestation is provided to the Governmental Entity to comply with the statutory requirement. if, at any time in the future, the Nongovernmental Entity does use coercion for labor or services, the Nongovernmental Entity will immediately notify the Governmental Entity and no contracts may be executed, renewed, or extended between the parties.

This attestation is made for the benefit of, and reliance by, the Governmental Entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: John O'Donnell Title: Senior Associate / Office Manager

Signature:  Date: 2/12/2025

Submittal Letter of Interest

February 26, 2025



Flagler County, Florida
1769 East Moody Blvd
Bunnell, FL 32110

Re: Professional Land Management Services 25-RFP-039

Dear Selection Committee Members,

Terracon Consultants, Inc. is pleased to present our qualifications to the Flagler County for the Professional Land Management Services proposal. We are eager to utilize our substantial local and related experience to help you complete your projects as efficiently and effectively as possible. **Terracon has assembled a dedicated project team composed of local staff, state-wide experts, and select teaming partners to deliver the required services on-time and cost effectively.**

Terracon is one of the largest environmental and geotechnical engineering firms in Florida with an 12-office network and a team of over 400 employees. Our combined local staff covers a broad scope of capabilities for Flagler County including Florida Registered Professional Geologists and Engineers, Archaeologists, Historic Preservationists, Wetland and Natural Resources Scientists, Foresters, Brownfields Specialists and Soil Scientists.

Terracon's corporate headquarters is located in Olathe, Kansas. We will serve Flagler County using the resources of our branch office located at 8001 Baymeadows Way, Suite 1, Jacksonville, FL 32256. Our office phone number is (904) 900-6494, and our fax number is (904) 268-5255. All of the services completed under this contract will be provided through the Jacksonville offices with the full support of our Florida and National staff as-needed. Terracon is a corporation registered with the State of Florida Department of State (FEID #42-1249917) and is a 100% employee-owned, private corporation that has been providing quality services to clients since 1965.

Benefits of working with Terracon include:

- **Responsiveness:** Acting quickly to meet your deadlines, our employee owners are always available to you. We live and work in the community and can quickly mobilize experts from our local office of 80 people to respond to your needs
- **Resourcefulness:** We have 13 offices in Florida and over 400 professionals available to meet your needs and, if needed, 7,500 experts nationwide. Our local experience in Flagler County brings time savings and value to its citizens.
- **Reliability:** As a provider of services to the entities of Flagler County and other clients in the private sector, we understand success means acting as a partner and extension of your staff.

Our Contract/Project Manager, Frank Powell, PMP, has the technical as well as the managerial experience to direct this contract, together, with the support of a team of highly experienced, scientists, geologists, and technicians. His extensive experience in the successful completion of these types of projects will provide a solid understanding of the standards, level of response and budgetary demands that may be required.

Due to confidentiality and sensitivity of claim information, Terracon does not provide specific information on individual claims or litigation. If you have any specific questions or concerns about this disclosure, feel free to contact us to discuss further.

We are eager to continue our partnership with Flagler. If you have any questions or comment regarding the information presented herein, please feel free to contact our office at (904) 900-6494.

Terracon Consultants, Inc.

Frank Powell

Frank Powell, PMP
Contract/Project Manager

Ryan Taylor
Senior Scientist



Litigation Statement

Terracon is a large engineering firm specializing primarily in geotechnical, environmental, construction materials testing, and consulting services in support of existing facilities, and we perform tens of thousands of projects nationwide. Given the large volume of projects we perform annually, we are subject to periodic claims and litigation. The number of claims received annually is a very small percentage of the overall number of projects performed, well less than 0.5% of the total.

As a large firm performing many projects, on very rare occasions we have terminated services on our projects prior to project completion. These situations usually arise from a failure to pay for those services, or from decisions to reduce our scope of service to the point where we are no longer comfortable, from a professional perspective, with the continuation of our services on a project. Again, we would stress that we perform several thousand projects annually and these situations arise very rarely and only after thorough efforts to reasonably resolve these issues.

Terracon carries a robust program of insurance to protect us and our clients when applicable against claims arising out of our services. The majority of our reported claims are not ultimately pursued against Terracon. In the claims that are pursued, Terracon has been very successful in defending itself against claims and in many of these cases, has been able to be completely vindicated. None of our claims have in the past impacted or are estimated in the future to impact either the financial strength of our company or the ability to provide quality services to our clients.

Due to the confidentiality and sensitivity of claim information, Terracon does not provide specific information on individual claims or litigation. If you have any specific questions or concerns about this disclosure, feel free to contact us to discuss further.

2025 FOREIGN PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# F04000000114

Entity Name: TERRACON CONSULTANTS, INC.

Current Principal Place of Business:

10841 S RIDGEVIEW ROAD
OLATHE, KS 66061

Current Mailing Address:

10841 S RIDGEVIEW ROAD
OLATHE, KS 66061 US

FEI Number: 42-1249917

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title TREASURER
Name VRANA, DONALD J
Address 10841 S RIDGEVIEW ROAD
City-State-Zip: OLATHE KS 66061

Title SECRETARY
Name COURTNEY, PATRICK L
Address 10841 S RIDGEVIEW ROAD
City-State-Zip: OLATHE KS

Title CHAIRMAN
Name PACKER, M. GAYLE
Address 10841 S RIDGEVIEW ROAD
City-State-Zip: OLATHE KS 66061

Title DIRECTOR
Name SANDER, JASON A,
Address 10841 S RIDGEVIEW ROAD
City-State-Zip: OLATHE KS 66061

Title DIRECTOR
Name ANDERSON, TIMOTHY W
Address 4685 S. ASH AVE
 #H4
City-State-Zip: TEMPE AZ 85282

Title PRESIDENT/CEO
Name PACKER, M. GAYLE
Address 10841 S RIDGEVIEW ROAD
City-State-Zip: OLATHE KS 66061

Title DIRECTOR
Name ZAMBO, VANESSA D
Address 10841 S RIDGEVIEW ROAD
City-State-Zip: OLATHE KS 66061

Title DIRECTOR
Name ROBERTS, JEFFREY C.
Address 10841 S RIDGEVIEW ROAD
City-State-Zip: OLATHE KS 66061

Continues on page 2

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: PATRICK L. COURTNEY

SECRETARY

01/16/2025

Electronic Signature of Signing Officer/Director Detail

Date

Officer/Director Detail Continued :

Title	DIRECTOR
Name	ANDERSON, WILLIAM S
Address	10841 S RIDGEVIEW ROAD
City-State-Zip:	OLATHE KS 66061

Firm/Employee Qualifications

PROJECT TEAM

Our local [Jacksonville](#) office environmental resources are extensive with 40 employees dedicated solely to environmental services. Our project team will include:



Frank Powell, PMP, REM, REPA, CPM, Contract/Project Manager

Education: Bachelor of Science, Environmental Studies, University of West Florida
Master of Science, Public Administration, University of West Florida

Years of Experience: 25 **Years with Terracon:** 2

Professional Experience Summary: Frank is a Senior Project Manager in Terracon's Tallahassee, Florida Office. Frank provides project oversight and direction on multiple environmental sectors that include restoration, coastal resiliency, land acquisition, land management, and water quality improvements throughout the State of Florida.

Frank has over 25 years' experience in Florida's private and public environmental sector. His primary focus is on restoration and conservation projects such as Everglades, Deepwater Horizon, Hurricane Michael Recovery, and Coastal Resiliency. Frank has served as the Northwest Florida Water Management's - Director of Asset Management responsible for the land management, Hurricane Michael Recovery and Restoration efforts throughout the impacted conservation areas.

Frank has also served as the Florida Department of Environmental Protection's - Assistant Deputy Secretary for Ecosystem Restoration. His responsibility consisted of the oversight of four divisions that included the Division of Environmental Assessment and Restoration, Division of Water Resource Assistance, Office of Resilience and Coastal Protection, and the Office of Water Policy and Ecosystem Restoration.

Certifications: Project Management Professional, No. 1599175; Registered Environmental Manager, No. 929275512; Registered Environmental Assessor, No. 6018; Certified Public Manager

Role in Project: Project Manager/Client contact, and Land Management Services

Gary K. Howalt, Principal, QA/QC



Education: B.A. Biology, University of South Florida

Years of Experience: 46 **Years with Terracon:** 37

Professional Experience Summary: Gary has over 46 years of diverse technical and project management experience in environmental assessment programs, including 37 years with Terracon Consultants, Inc. His experience includes the collection and analysis of biological materials, water quality and quantity, and sediment samples from a variety of freshwater, estuarine, and Gary has over 46 years of diverse technical and project management experience in environmental

assessment programs, including 37 years with Terracon Consultants, Inc. His experience includes the collection and analysis of biological materials, water quality and quantity, and sediment samples from a variety of freshwater, estuarine, and marine environments; wildlife habitat analysis; and wetlands and endangered species ecology and permitting. He has performed the ecological assessments needed to identify development potential and constraints to development for a variety of industrial, public and private utility, commercial, residential and highway projects. He also assists in designing, implementing, and monitoring mitigation plans to create wetlands and the restoration of native habitats. In addition, Gary negotiates and coordinates activities with the various federal, state and local environmental agency representatives during his permitting efforts. He has been involved in various wildlife reports and field surveys for protected species on projects that require permitting and coordination with federal, state and local wildlife agencies for biological opinions and permitting regarding endangered, threatened and other protected species. His responsibilities extend to the management of interdisciplinary projects, assigning and supervising personnel performing environmental services, client liaison, and participation in agency hearings and workshops marine environments; wildlife habitat analysis; and wetlands and endangered species ecology and permitting.

He has performed the ecological assessments needed to identify development potential and constraints to development for a variety of industrial, public and private utility, commercial, residential and highway projects. He also assists in designing, implementing, and monitoring mitigation plans to create wetlands and the restoration of native habitats. In addition, Gary negotiates and coordinates activities with the various federal, state and local environmental agency representatives during his permitting efforts. He has been involved in various wildlife reports and field surveys for protected species on projects that require permitting and coordination with federal, state and local wildlife agencies for biological opinions and permitting regarding endangered, threatened and other protected species. His responsibilities extend to the management of interdisciplinary projects, assigning and supervising personnel performing environmental services, client liaison, and participation in agency hearings and workshops.

Certifications: Gopher Tortoise Authorized Agent, FWC; Certified Wetland Delineator, ACOE; Professional Wetland Scientist, SWS

Role in Project: QA/QC, Permitting Assistance, Wildlife Management



Luke Davis, P.G., Assistant QA/QC, Site Assessment & Remediation

Education: Master of Science, Geology UNC Wilmington; Bachelor of Science, Geology, Georgia Southern University

Years of Experience: 18 Years with Terracon: 3

Professional Experience Summary: Mr. Davis is a Department Manager III in the Environmental Services Department in Terracon's Jacksonville, Florida office. Mr. Davis has over 18 years of private consulting experience supporting business development growth and developing and implementing cost effective

environmental solutions for private, public, and federal clients across the southeastern U.S. and beyond.

Mr. Davis has performed professional environmental services in over 20 states and Puerto Rico. Luke currently holds a professional geologist license in the following 5 states: Florida, Georgia, Louisiana, Mississippi, and North Carolina. His professional experience includes overseeing, managing, and/or conducting hundreds of Phase I and II Environmental Site Assessments (ESA), environmental due diligence, Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) monitoring well design and installation, groundwater quality, contamination and risk-based assessments, remediation, vapor assessments, environmental compliance, water-use permitting, PFAS investigations, and multiple federal and state brownfield projects.

Mr. Davis has experience with a variety of federal, state, and local regulators, as well as, various water management districts across the state of Florida. His private sector client includes national retailers, financial institutions, sports franchises, local and national developers, and environmental and/or real estate attorneys along with experience managing both public and private client brownfields programs. Luke has managed assessment and/or remediation activities associated with the following contaminants and/or uses: petroleum, chlorinated solvents, industrial processes, golf courses, landfills, metals, PCBs, pesticides, dioxins/furans, and emerging contaminants (PFAS).

In the public sector, Mr. Davis has experience as a project manager on Naval Facilities Engineering Command Southeast (NAVFAC SE) Comprehensive Long-term Environmental Action Navy (CLEAN) contract, United States Environmental Protection Agency (USEPA) Remedial Action Contract (RAC), state department of transportation projects with the Florida DOT (FDOT) and Georgia (GDOT), and various Florida municipalities. Mr. Davis has also managed many high-profile, confidential projects, which include designation of sites into state brownfield programs with multiple contaminant types, complex remediation strategies, and extensive communication with appropriate stakeholders.

Certifications: Professional Geologist, Florida, No. 2695; 40-Hour HAZWOPER and 8-hr Refresher 2024; OSHA Competent Person - Trenching & Excavation, 2021; 8-hour Supervisor Training, 2021

Role in Project: Phase I and II Site assessments, remediation, and contamination



Brett Anderson, Assistant QA/QC, Senior Scientist

Education: Bachelor of Science, Environmental Studies, Florida State University

Years of Experience: 21 Years with Terracon: 17

Professional Experience Summary: Mr. Anderson has 21 years of experience in a variety of ecological services wetland delineation, wetland permitting, endangered species surveys and relocations, water quality services, mitigation monitoring, Uniform Mitigation Assessment Methodology assessments, forestry services, Phase I site assessments, and NEPA Categorical Exclusions and Environmental

Assessments for several federal agencies.

Prior to joining Terracon Consultants, Inc., Mr. Anderson gained valuable experience in related fields. While working as an Environmental Specialist with the State of Florida Department of Health, he performed various duties involving the collection of GPS data, GIS analysis using ArcGIS, and groundwater sampling. Additionally, while working as a City Planner with the City of Jacksonville, Brett became well versed in various land use and zoning issues and the procedures involved for applying for land use and zoning changes.

Mr. Anderson serves as a Group Manager with Terracon. As a Group Manager, he is responsible for the office's telecom related projects (FCC NEPA Screens, Environmental Assessments, and related services), along with a variety of ecological projects including due diligence assessments, wetland delineation as defined by state and federal agencies, wetland permitting, water quality assessments, endangered species surveys, wildlife surveying, and water quality projects.

Certifications: Authorized Gopher Tortoise Relocation Agent (Permit No. GTA-14- 00044); Stream Condition Index Certification; OSHA 40-hour HAZWOPER

Role in Project: QA/QC, Permitting Assistance, Wildlife Management



Ryan Taylor, Senior Scientist

Education: B.A. Geography and Environmental Studies, University of Florida

Years of Experience: 24 Years with Terracon: 24

Professional Experience Summary: Ryan is a Senior Scientist with the Ecology Division and has 24 years of experience working with Florida ecosystems. Ryan is responsible for the overall management of wetland mitigation projects. These activities include coordinating and directing land management activities such as timber thinning or prescribed burning, monitoring for permit success/compliance,

vegetation monitoring for credit release, compiling/submitting annual monitoring reports and many other activities for several wetland mitigation banks throughout northeast Florida. Ryan is a certified pesticide applicator with a focus on aquatic herbicide and invasive species management through the Florida Department of Agriculture, with a focus on Natural Areas and Aquatic Habitats. This certification allows for the application of herbicides for the treatment of invasive and exotic species in both upland and wetland ecosystems.

Ryan is experienced in water resource services such as surface and groundwater sampling, water chemistry analysis, biological analysis of macro invertebrate species, water sampling design programs and water shed analysis. Ryan is certified with Florida Department of Environmental Protection (FDEP) as a qualified Stream Condition Index (SCI) sampler and can perform complex SCI sampling protocols. In addition, Ryan oversees erosion and sedimentation control issues and is a certified FDEP Erosion Control Inspector as well as a Certified Instructor. These services include the preparation and review of Stormwater Pollution Prevention Plans (SWPPP), compliance inspections and reporting, and erosion control and remediation.

Certifications: Gopher Tortoise Authorized Agent, FWC; FDEP Erosion Control Inspector/Inspector Trainer; Florida Department of Agriculture Commercial Pesticide Applicator

Role in Project: Land Management Services, Wildlife Management, Exotic and Invasive Species Management, Permitting Assistance



James M. Moody, Senior Forester

Education: B.S. Forest Resource Management, Clemson University

Years of Experience: 19 Years with Terracon: 15

Professional Experience Summary: James is a senior scientist with skills, training, and experience in forestry and management of several aspects of natural resources. He has experience managing and performing timber inventories, arboricultural assessments, performing prescribed burns, managing timber resources, assessment of listed plant and wildlife populations including bald eagle

and manatee monitoring, performing GPS data collection, GIS/remote sensing and computer mapping. James has also worked on carbon development projects in the Southeastern U.S. and carbon verification/validation projects in Arizona, Wisconsin, and internationally in Belize, Kenya, and Uganda.

James also has experience with Phase I and Phase II environmental site assessments. Phase I assessments include historical research and on-site reconnaissance. Phase II environmental assessments include water quality and soil sampling, as well as conducting well surveys. James' responsibilities include meeting the client objectives in the fields of forest management, ecological resource management, and environmental site assessment.

Certifications: Certified Arborist FL6326A, International Society of Arboriculture; Certified Prescribed Burn Manager #20124396, Florida Forest Service; OSHA 40-hour HAZWOPER Training, FWC Approved Level 2 Marine Species Observer

Role in Project: Land Management Services, Forest Resource Management Services, Timber Sale Oversight, Permitting Assistance, Prescribed Fire Services



Blue Nelson, RPA, Senior Archaeologist

Education: Bachelor of Arts, History and Anthropology, University of Florida; Master of Arts, Anthropology, University of Florida, Gainesville, FL

Years of Experience: 17 Years with Terracon: 3

Professional Experience Summary: Mr. Nelson is the Cultural Resources/ Archaeology Group Manager in Terracon's Jacksonville, Florida office and has over 17 years of work experience. Blue manages projects in Florida and Georgia, conducts business development, and directs/manages Terracon's team of

archaeologists throughout the Florida Group. Blue has directed or conducted archaeological fieldwork in 17 states, the Caribbean, Canada, and Europe. His project experience ranges from large multi-state pipelines to international mortuary recovery projects and everything in between. He has worked with academic institutions, municipal, state, military, and federal agencies, to ensure compliance of appropriate cultural resource management regulations or legislation.

From January 2011 to May 2013, Blue operated a Veterans Affairs (VA) certified service-disabled veteran owned small business (SDVOSB) that subcontracted work from environmental firms. Additionally, Blue was the host for the History Channel television series FOUND, which originally aired in 2016, and is currently available on the Hulu streaming platform. He was also the co-host of the Science Channel television series Americas Lost Vikings, which originally aired in 2019. Both shows have been aired internationally under different names in several different languages.

Certifications: Registered Professional Archaeologist, No. 28686216; OSHA 30-Hour Construction Safety Certification

Role in Project: Land Management Services - Historic and archaeological resources



Patricia Davenport-Jacobs, Historic Preservationist, Senior Scientist

Education: Master of Fine Arts, Historic Preservation, Savannah College of Art and Design; Bachelor of Science, Environmental Design, Auburn University

Years of Experience: 24 Years with Terracon: 13

Professional Experience Summary: Patricia is a Historic Preservationist with over 24 years of experience in project management, monument conservation, architectural and cemetery restoration, and historic resource management. She has gained extensive knowledge by working with independent contractors, preservation firms, government agencies and historical societies. Patricia performs Section 106 compliance reviews, architectural assessments and valuations on invasive biological growth and plant material on historic resources for Terracon Consultants, Inc. She is experienced in archival research and reporting. In previous positions, she worked with organizations managing rehabilitation and adaptive use projects for historic structures as well as with firms focusing on material conservation and cemetery preservation.

Certifications: Section 106 National Historic Preservation Act

Role in Project: Historic Preservation, Section 106 Compliance



Greg Scott, GISP, CAD/GIS Manager

Education: Masters of GIS, Penn State University; GIS Postbaccalaureate Certificate, Penn State University; Bachelor of Landscape Arch, Ball State University

Years of Experience: 25 Years with Terracon: 5

Professional Experience Summary: Mr. Scott is a GIS Analyst with over 25 years of experience in our Jacksonville, FL office. His private sector experience includes direct support of civil engineering, environmental, forestry and facility/land planning and design companies. Mr. Scott's public sector experience includes extensive work with local, state and federal government agencies. He specializes in large dataset acquisition/creation and management, cartographic/thematic mapping, environmental/ specialized analysis, mobile GPS technologies, technical design, client coordination and report writing. His broad GIS experience includes areas of transportation, commercial/residential/retail development, conservation/urban planning, wetland and wildlife analysis/mitigation, cultural and natural resources, infrastructure planning and design, mining, surveying, land/property/facility assessments, healthcare, recreation, and wind/solar power generation. Mr. Scott has been responsible for GIS program development and management of company geospatial services and staff during the last ten years.

Certifications: GISP Certification, 2014, No. 83420

Role in Project: GIS/CAD application

SUBCONSULTANTS

Terracon Consultants Inc (Terracon) has the staff in place to provide most of the services requested for the Land Management Services, but we would need to bring in subs to perform vegetative management services as well as roller chopping services. The same subs would also support Terracon during prescribed burns providing fire-line establishment, pre-burn maintenance and timbering thinning projects. Terracon also has subcontractors in place to assist with native plant materials as well as assistance with exotic and invasive species management. For this contract we have identified 5 subcontractors with a proven track record.

Reforestation Solutions, Inc.

P.O. Box 725426 Atlanta, Georgia 31139

990-438-1823

Year's working with Terracon: 15

% of Terracon business performed by Sub: Less than 1%

Role: Planting and vegetation management team focused on wetlands, streams, and surface mine restoration projects.

Cates Ecological Services, Inc.

629 Carol Ln. Defuniak Springs, FL 32422

850-381-8707

Year's working with Terracon: 5+ (under new name now)

% of Terracon business performed by Sub: Less than 1%

Role: Prescribed Burn Contractor/Wildlife Management

George V. Hand Jr Tractor Service, LLC

30129 County Road 435 Sorrento, Florida 32776

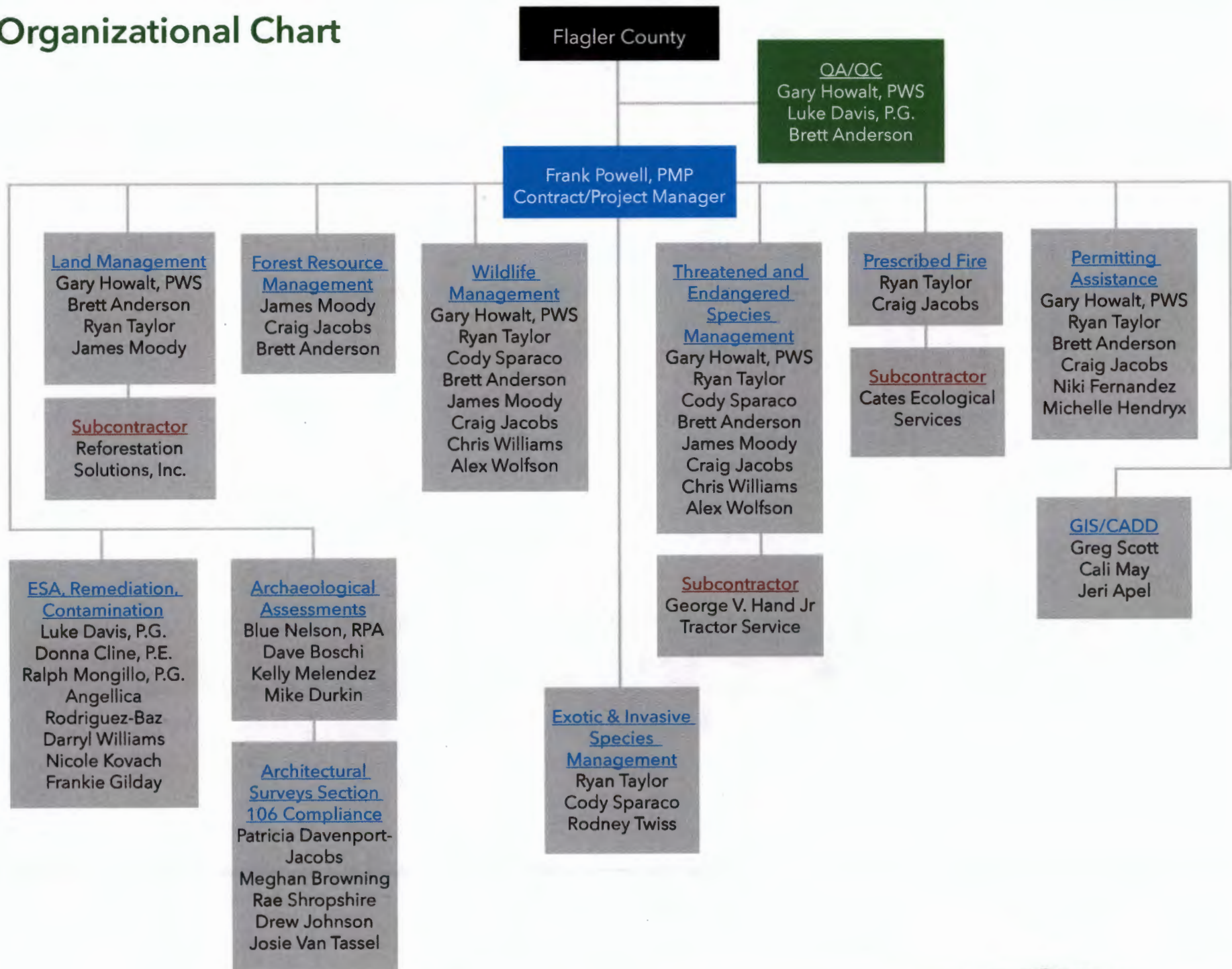
352-735-0405

Year's working with Terracon: 20

% of Terracon business performed by Sub: Less than 1%

Role: gopher tortoise excavation, land clearing, and dirt hauling.

Organizational Chart



REFERENCES

Agency #1	Weyerhaeuser NR Company	
Address	13005 SW 1st Road, Suite 241	
City, State, ZIP	Newberry, FL 32669	
Contact Person	Greg Galpin	
E-mail	greg.galpin@weyerhaeuser.com	Phone: (352) 415-4532
Date(s) of Service	2012 - Present	
Type of Service	Wetland Mitigation Bank Permitting and Assessments	
Comments:	Includes wetland delineation, monitoring and maintenance for invasive/exotic species	
Agency #2	Reinhold Corporation	
Address	1845 Town Center Boulevard Suite 105	
City, State, ZIP	Fleming Island, FL 32003	
Contact Person	George Egan	
E-mail	gegan@reinholdcorporation.com	Phone: (904) 269-5857
Date(s) of Service	2012 - Present	
Type of Service	Wetland Mitigation Bank Permitting and Maintenance	
Comments:	Includes wetland delineation, gopher tortoise relocation and archaeological surveys	
Agency #3	Florida Department of Environmental Protection	
Address	3800 Commonwealth Boulevard, MS 140	
City, State, ZIP	Tallahassee, FL 32399	
Contact Person	James Parker	
E-mail	James.Parker@FloridaDEP.gov	Phone: (850) 245-3045
Date(s) of Service	November 2023 - December 2023	
Type of Service	Environmental Assessment and Natural Resource Baseline Documentation Assessment	
Comments:	Conservation acquisition for natural habitats on wildlife corridors throughout Florida	

REFERENCES

Agency #4	Florida Department of Agriculture and Consumer Services		
Address	3125 Conner Boulevard		
City, State, ZIP	Tallahassee, FL 32399		
Contact Person	Jason Love		
E-mail	Jason.Love@FDACS.gov	Phone:	(850) 681-5854
Date(s) of Service	May 2023 - July 2023		
Type of Service	Environmental Assessment and Natural Resource Baseline Documentation Assessment		
Comments:	Conservation acquisition for natural habitats on wildlife corridors throughout Florida		
Agency #5	City of Tallahassee		
Address	300 South Adams Street		
City, State, ZIP	Tallahassee, FL 32301		
Contact Person	Mark Heidecker, CPM		
E-mail	Mark.Heidecker@talgov.com	Phone:	(850) 891-6825
Date(s) of Service	April 2022 - February 2025		
Type of Service	Stormwater Compliance and Evaluation		
Comments:	Surface water sampling, flow measurements, and physical monitoring for environmental permitting compliance		
Agency #6			
Address			
City, State, ZIP			
Contact Person			
E-mail		Phone:	
Date(s) of Service			
Type of Service			
Comments:			

Qualifications Based on Scope

QUALIFICATIONS BASED ON SCOPE

Terracon Consultants, Inc. is committed to providing Flagler County with the highest quality environmental services in all aspects of project implementation. To achieve this goal, Terracon develops a strategy at the beginning of each project using a standard checklist of activities. With over 35 years of experience in land management practices we have the knowledge to quickly address prospective land management issues anywhere in the county, [Frank Powell, PMP](#), who will be our [Contract Manager](#), will be responsible for all staffing and scheduling required for the effort, and he will be the central point of contact when multiple tasks are on-going. The following outline provides steps for major work efforts:

- Scoping of Services and determining level of effort, including assembly of all known documentation and records. Collaboration with our clients at the outset of project initiation is an extremely important part of our approach. The integration of understanding client needs, known information about a project or project location, knowledge of regulatory issues plus consultant experience and professional intuition come together in development of a scope of services that has the best potential to address the client needs.
- Obtaining authorization for anticipated scope from the County.
- Assembling the project team for the effort, the [Contract Manager, Frank Powell](#), will have at his access the entire local Terracon team of 40 environmental professionals to match the most effective skills and experience with project needs.
- Implementation of services. Terracon will be prepared to begin work within 24 hours of authorization and complete assignments on schedule unless influenced by external factors. A Pre-Task Plan is developed for each site to ensure effective communication between Flagler County and project staff as well as to ensure safety of the field teams.
- Quality assessment and quality assurance of field work and all reports. [Gary Howalt, Luke Davis and Brett Anderson](#) are all [Authorized Project Reviewers \(APR\)](#) for this contract. An APR at Terracon is an individual that receives thorough and ongoing training to ensure QA/QC is an on-going and constant part of our work. It may involve field checks, data accuracy, third party review of documents, team collaboration, debriefs, and invoicing reviews.
- Routine reporting and communication with client regarding progress. Frank will coordinate with the County to develop a project schedule ensuring appropriate milestones are met.
- At the end of each assignment, Terracon will conduct a debrief of what worked and what did not.

Land Management

Terracon's approach to land management is to assist our clients progressively through phases of increasing levels of effort to assess the feasibility of use of a parcel(s) of land. The basic concept for tiered review is applicable to wetlands, permitting, mitigation, endangered/threatened species, archaeology, and hazardous/toxic materials. Terracon has performed field surveys and inventories of endangered and threatened plant and animal species all over the State of Florida, many of which have been in Flagler County and the surrounding areas. We have the staff and capabilities to develop comprehensive management plans and operational plans for land management; our diverse staff allows us to perform most aspects in house, this includes archaeologist/historic resource specialist, foresters and wildlife experts.



Forest Resource Management

Flatwoods habitat dominates Flagler County, and Terracon specifically understands flatwoods forest management and can provide unique guidance in managing flatwoods. Terracon's forest management group includes certified arborists and GIS analysts with extensive experience in Florida. Terracon also works with a well-respected, experienced prescribe burn sub-contractor who is capable of any prescribed burn needs. We have established positive working relationships with state and local government agencies and a comprehensive

familiarity with forest management techniques and assessments throughout the State of Florida. We can conduct forest mapping, forest inventories for property appraisals of possible land purchases and to implement potential sales of forestry products including timber marking, timber inventories, mark sale boundaries, and assisting potential buyers in tract reconnaissance.



Wildlife Management

Terracon has been successful conducting wildlife management in coordination with silviculture management. Terracon has prepared forestry/habitat management plans that incorporate wildlife management and we understand that wildlife management is an integral part of land management. Consequently, Terracon incorporates wildlife management into forestry management plans. This includes wild hog management and listed species habitat enhancement. See T&E section below for more information.

Exotic & Invasive Species Management

Terracon has performed inventories for exotic and invasive plants and animals and have put together plans for the eradication or control of these species. Our licensed staff use pesticides, prescribed fire, and mechanical and manual means for exotic and invasive species control and removal. Our experience includes aerial spraying, backpacks, stump treatment and hand removal. Our experienced mitigation team has been performing exotic and invasive species management for mitigation sites for almost 30 years.

Threatened & Endangered Species

Surveys for species protected by the federal Endangered Species Act as well as surveys for species protected by Florida laws is a regular part of our consulting work. Terracon has participated in Endangered Species Act Section 7 and Section 10 coordination with FWS on numerous occasions for a variety of species, including the bald eagle, red-cockaded woodpecker, Florida scrub-jay, wood stork, Florida panther, indigo snake, various species of fish, freshwater mussels, West Indian manatee, other wildlife species and numerous plants.

Our staff is knowledgeable and experienced in the evaluation of all protected wildlife and plant species found in northeast Florida, including bald eagle, West Indian manatee, red-cockaded woodpecker, gopher tortoise, eastern indigo snake, wood stork and others. We are familiar with the applicable regulations and requirements associated with the regulatory programs of Florida Fish & Wildlife Conservation Commission (FWC) and U.S Fish and Wildlife Service (FWS), and experienced in addressing potential permitting issues including surveys, incidental take permits (ITP), Habitat Conservation Plans (HCP), agency consultation and mitigation. Our employees hold Gopher Tortoise Agent, certified pesticide applicator, and Erosion and Sedimentation Control Inspector/Instructor certifications.



Permitting Assistance

Terracon staff have 35 years of experience in dealing with all aspects and nuances of wetland permitting through FDEP, SJRWMD and ACOE, and the various commenting agencies including National Marine Fisheries Service (NMFS) National Oceanographic and Atmospheric Administration (NOAA) and Environmental Protection Agency (EPA). Our staff is adept at forecasting permitting issues in advance and developing strategies to make the regulatory process as efficient as possible to avoid surprises.

ADDITIONAL RELEVANT SERVICES FOR FLAGLER COUNTY INCLUDE:



Archaeological Assessments (Phase I, II and III)

Our cultural resource team has performed over 1,800 projects of many types over a period spanning approximately 27 years. Our methods include extensive in-house communication on practical and theoretical issues, constant study of evolving methods and theories in archaeology, and dependence upon a strong team approach to all elements of our work. We also conduct critical in-house editing of all written documents to ensure quality, and we cooperate fully with all review agency staff.

As the investigation process has become more refined through time, Terracon staff excel in meeting the ever more stringent standards imposed by state and federal agencies to assure that no sites are overlooked or inappropriately evaluated.

Architectural Surveys, Section 106 Compliance

Our Historic Preservation team meet or exceed the *Secretary of Interior's Standards and Guidelines for Archaeology and Historic Preservation* and has had formal Section 106 training from the Advisory Council on Historic Preservation. Terracon has conducted historical surveys, records research, surveys of properties potentially eligible for the National Historic Register, Section 106 compliance of the National Historic Preservation Act and mitigation plans for historic properties impacted by planned transportation projects throughout the region including recently for the City of St. Augustine. With the use of in-house created mobile applications, we have dramatically increased our field efficiency while maintaining technical accuracy.



Environmental Site Assessments (ESA) and Contamination Assessments

Our professionals have extensive experience in the areas of Phase I and II ESAs, as well as site assessments for petroleum and hazardous compounds and metals contamination. Our Phase I ESAs are currently performed in strict accordance with requirements of ASTM E1527-21 and EPA's All Appropriate Inquiries Final Rule. Our findings are accumulated in a final report which is reviewed and signed by an Environmental Professional as defined in Section 312.10 of 40 CFR 312. We conduct our site assessments in strict conformance with the Florida Department of Environmental Protection's Contaminated Site Cleanup Criteria, Chapter 62-780 Florida Administrative Code (FAC).

To support quality field efforts, Terracon owns and operates some of the most advanced technological equipment available (mobile Geoprobos, vapor analyzers, geophysical instrumentation and ground penetrating radar (GPR) survey equipment etc.). Terracon has the trained personnel, equipment and in-house drilling support to react quickly to all field, testing and analytical activities.

Remediation and Site Closure

In addition to subsurface investigations, Terracon also has extensive remediation and site closure experience. We have a corporate level remediation services committee of senior remediation engineers, geologists, and scientists who serve to keep our local offices abreast of the latest developments in remediation technology within Terracon and the industry. Members of this committee also serve in a Quality Assurance role by being involved with remedial system designs from project kick-off through system implementation/startup. Terracon has designed, coordinated the installation, and operated remediation systems across the United States. Additionally, Terracon has conducted risk assessments to determine the acceptability of remediation alternatives including institutional and engineering controls as well as alternative cleanup levels that protect human health, welfare and the environment. Terracon fully supported the transition from maximum-contaminant-level-based cleanup to risk-based cleanup by having senior professionals serve on legislative mandated committees for state programs and ASTM committees to develop risk-based corrective action regulations and guidance for leaking underground storage tank sites.

Commitment to Safety

Safety is one of Terracon's core values and our commitment to an Incident and Injury-Free™ (IIF™) philosophy is one of the pillars of our culture. Successful execution and delivery includes the need to work safely and keep our employees and the public safe **every** day. Terracon strives to build health and safety into all aspects of our business and into the thinking of our employees. It is our personal and organizational commitment at all levels of the company to everyone going home safe to their family **every** day.

As the skill matrix below shows, our local **Jacksonville** office environmental resources are extensive with over 40 employees dedicated solely to environmental services.



Scope of Services Provided by Terracon

SCOPE OF SERVICES

Terracon has a long history of successfully completing extensive environmental services for clients related to land management comparable in design, scope, and complexity to the requirements of this RFP. Terracon is one of the largest environmental and geotechnical engineering firms in Florida with an 12-office network and a team of over 400 employees. Our Jacksonville, Florida office is well staffed with multiple specialists that have extensive local experience with natural resources. With additional resources in our Winter Park and Tallahassee offices, our combined local staff covers a broad scope of capabilities to meet Flagler County's needs.

Our extensive environmental capabilities include:

- Arboriculture Assessments & Landscape Planning,
- Land Management Planning,
- Fire Management & Prescribed Burning,
- Timber Assessment & Management,
- Sustainability Program Design & Implementation,
- Permitting and Compliance,
- Wetlands Assessments,
- Endangered & Threatened Species Assessments/Permitting,
- Mitigation,
- Soil and Site Evaluation,
- Aquatic & Marine Assessments,
- Water Quality Monitoring,
- Phase I and II Environmental Site Assessments (ESAs),
- Site Evaluation,
- Contamination Assessments
- Remedial Action Plans,
- Contamination Cleanup (source removal and active remediation),
- Risk Assessment,
- Storage Tank Removal/Replacement,
- Archaeology and Historic Preservation

Below is a graph of our technical expertise by category.

Office	Technical Expertise	Number of Employees
Forestry/Arboriculture		
Jacksonville	Arboriculture Assessments & Planning	2
	Land Management Planning	8
Cates Ecological (subcontractor)	Fire Management & Prescribed Burns	6
Ecology, Biology, Environmental Science		
Jacksonville	Threatened & Endangered Species	15
	Wetland Delineation & Permitting	15
	Wetland Mitigation	4
	Water Quality Monitoring	5
George V. Hand Jr Tractor Service	T&E Excavation, Land Clearing, & Dirt Hauling	3
Reforestation Solutions	Planting & Vegetation Management	20
Cultural Resources		
Jacksonville	Phase I-III CRAS	5
	Historic Structure Surveys	5
	Conditions Assessments	5
	Section 106 Compliance	5
Contamination		
Jacksonville	Phase I ESA	4
	Phase II ESA	7
	Contamination Assessments	4
	Site Closure	3
	Asbestos & Lead Based Paint/Air Quality / Mold / Radon	1
	Professional Geologist	2
GIS/CADD		
Jacksonville	MicroStation v8, MicroStation v8XM, AutoCAD 2010, ESRI ArcGIS, ESRI ArcScene/ArcGlobe, Ctech MVS	3

State of Florida

Department of State

I certify from the records of this office that TERRACON CONSULTANTS, INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on December 31, 2003.

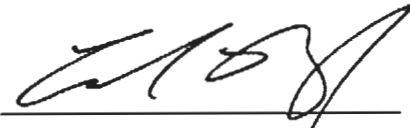
The document number of this corporation is F04000000114.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on January 16, 2025, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Seventeenth day of January,
2025*




Secretary of State

Tracking Number: 9171696598CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

2025 FOREIGN PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# F04000000114

Entity Name: TERRACON CONSULTANTS, INC.**Current Principal Place of Business:**10841 S RIDGEVIEW ROAD
OLATHE, KS 66061**Current Mailing Address:**10841 S RIDGEVIEW ROAD
OLATHE, KS 66061 US**FEI Number:** 42-1249917**Certificate of Status Desired:** No**Name and Address of Current Registered Agent:**CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525 US*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.***SIGNATURE:**

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title TREASURER
Name VRANA, DONALD J
Address 10841 S RIDGEVIEW ROAD
City-State-Zip: OLATHE KS 66061

Title SECRETARY
Name COURTNEY, PATRICK L
Address 10841 S RIDGEVIEW ROAD
City-State-Zip: OLATHE KS

Title CHAIRMAN
Name PACKER, M. GAYLE
Address 10841 S RIDGEVIEW ROAD
City-State-Zip: OLATHE KS 66061

Title DIRECTOR
Name SANDER, JASON A,
Address 10841 S RIDGEVIEW ROAD
City-State-Zip: OLATHE KS 66061

Title DIRECTOR
Name ANDERSON, TIMOTHY W
Address 4685 S. ASH AVE
 #H4
City-State-Zip: TEMPE AZ 85282

Title PRESIDENT/CEO
Name PACKER, M. GAYLE
Address 10841 S RIDGEVIEW ROAD
City-State-Zip: OLATHE KS 66061

Title DIRECTOR
Name ZAMBO, VANESSA D
Address 10841 S RIDGEVIEW ROAD
City-State-Zip: OLATHE KS 66061

Title DIRECTOR
Name ROBERTS, JEFFREY C.
Address 10841 S RIDGEVIEW ROAD
City-State-Zip: OLATHE KS 66061

Continues on page 2

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: PATRICK L. COURTNEY**SECRETARY****01/16/2025**

Electronic Signature of Signing Officer/Director Detail

Date

Officer/Director Detail Continued :

Title	DIRECTOR
Name	ANDERSON, WILLIAM S
Address	10841 S RIDGEVIEW ROAD
City-State-Zip:	OLATHE KS 66061

THE
Register of Professional Archaeologists

Certifies that

David Boschi, M.A., RPA

Has met all professional qualifications
and has been accredited as a

Registered Professional Archaeologist

Terry H. Klein

President



April 18, 2017

Date

ie Nelson, M.A., R.P.

is met all professional qualifications
and has been accredited as a

d Professional Arch



***Society of Wetland Scientists
Professional Certification Program, Inc***

renews the designation

Professional Wetland Scientist

For

Gary K. Howalt

In recognition of all the professional requirements approved by the Society of Wetland Scientists Certification
Renewal Program, and verified by the Society's Certification Renewal Review Panel.
Professional Wetland Scientist Number 663 issued on 9/29/1995 and recertified on 6/23/2022.
Due to recertify again by 9/29/2027.



Rob McInnes, PWS
President

Pat Frost, PWS
Certification Renewal Chair



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL GEOLOGISTS

THE PROFESSIONAL GEOLOGIST HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 492, FLORIDA STATUTES

DAVIS, LUKE ABRAM

201 SPANISH MARSH DRIVE
ST AUGUSTINE FL 32095

LICENSE NUMBER: PG2695

EXPIRATION DATE: JULY 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/30/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL GEOLOGISTS

THE PROFESSIONAL GEOLOGIST HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 492, FLORIDA STATUTES

MONGILLO, RALPH FRANCIS JR

12421 ANTLER HILL DR N
JACKSONVILLE FL 32224

LICENSE NUMBER: PG1686

EXPIRATION DATE: JULY 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/28/2024

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



FBPE
FLORIDA BOARD OF
PROFESSIONAL ENGINEERS

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

CLINE, DONNA MACGRATH

8001 BAYMEADOWS WAY
SUITE 1
JACKSONVILLE FL 32256

LICENSE NUMBER: PE55500

EXPIRATION DATE: FEBRUARY 28, 2027

Always verify licenses online at MyFloridaLicense.com



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This is your license. It is unlawful for anyone other than the licensee to use this document.

Certificate of Completion

This certifies that

James Moody

has successfully completed

OSHA 40 Hour HAZWOPER Training

Annual Refresher Training Required

In Accordance With Federal OSHA Regulation 29 CFR 1910.120(e)

And State OSHA/EPA Regulations as well including 29 CFR 1926.65(e)

This course is approved for 40 Contact Hours (4 CEUs) of continuing education per the California Department of Public Health for Registered Environmental Health Specialist (REHS) (Accreditation # 044)

Safety Unlimited, Inc., Provider #5660170-2, is accredited by the International Association for Continuing Education and Training (IACET) and is accredited to issue the IACET CEU. As an IACET Accredited Provider, Safety Unlimited, Inc. offers CEUs for its programs that qualify under the ANSI/IACET Standard. Safety Unlimited, Inc. is authorized by IACET to offer 4 CEUs for this program.

Julius P. Griggs

Julius P. Griggs
Instructor #892

240620175518

Certificate Number

6/20/2024

Issue Date



Scan this code or visit [safetyunlimited.com/v](https://www.safetyunlimited.com/v) to verify certificate.

Annual Refresher Training Required



UNLIMITED, Inc.
OSHA Compliant Safety Training Since 1983

2139 Tapo St., Suite 228 Simi Valley, CA 93063
(855) 784-2677 or 805 306-8027
<https://www.safetyunlimited.com>

Certificate of Completion

This certifies that

Brett A. Anderson

has successfully completed

OSHA 40 Hour HAZWOPER Training

Annual Refresher Training Required

In Accordance With Federal OSHA Regulation 29 CFR 1910.120(e)

And State OSHA/EPA Regulations as well including 29 CFR 1926.65(e)

This course is approved for 40 Contact Hours (4 CEUs) of continuing education per the California Department of Public Health for Registered Environmental Health Specialist (REHS) (Accreditation # 044)

Safety Unlimited, Inc., Provider #5660170-2, is accredited by the International Association for Continuing Education and Training (IACET) and is accredited to issue the IACET CEU. As an IACET Accredited Provider, Safety Unlimited, Inc. offers CEUs for its programs that qualify under the ANSI/IACET Standard. Safety Unlimited, Inc. is authorized by IACET to offer 4 CEUs for this program.

Julius P. Griggs

Julius P. Griggs
Instructor #892

2407311513740

Certificate Number

7/31/2024

Issue Date



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Annual Refresher Training Required



UNLIMITED, Inc.

OSHA Compliant Safety Training Since 1983

2139 Tapo St., Suite 228 Simi Valley, CA 93063

(855) 784-2677 or 805 306-8027

<https://www.safetyunlimited.com>

Certificate of Completion

This certifies that

Cody Sparaco

has successfully completed

OSHA 40 Hour HAZWOPER Training

Annual Refresher Training Required

In Accordance With Federal OSHA Regulation 29 CFR 1910.120(e)

And State OSHA/EPA Regulations as well including 29 CFR 1926.65(e)

This course is approved for 40 Contact Hours (4 CEUs) of continuing education per the California Department of Public Health for Registered Environmental Health Specialist (REHS) (Accreditation # 044)

Safety Unlimited, Inc., Provider #5660170-2, is accredited by the International Association for Continuing Education and Training (IACET) and is accredited to issue the IACET CEU. As an IACET Accredited Provider, Safety Unlimited, Inc. offers CEUs for its programs that qualify under the ANSI/IACET Standard. Safety Unlimited, Inc. is authorized by IACET to offer 4 CEUs for this program.

Julius P. Griggs

Julius P. Griggs
Instructor #892

2405141365354

Certificate Number

5/14/2024

Issue Date



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Annual Refresher Training Required



UNLIMITED, Inc.
OSHA Compliant Safety Training Since 1993

2139 Tapo St., Suite 228 Simi Valley, CA 93063
(855) 784-2677 or 805 306-8027
<https://www.safetyunlimited.com>

Certificate of Completion

This certifies that

Alex H. Wolfson

has successfully completed

OSHA 40 Hour HAZWOPER Training

Annual Refresher Training Required

In Accordance With Federal OSHA Regulation 29 CFR 1910.120(e)

And State OSHA/EPA Regulations as well including 29 CFR 1926.65(e)

This course is approved for 40 Contact Hours (4 CEUs) of continuing education per the California Department of Public Health for Registered Environmental Health Specialist (REHS) (Accreditation # 044)

Safety Unlimited, Inc., Provider #5660170-2, is accredited by the International Association for Continuing Education and Training (IACET) and is accredited to issue the IACET CEU. As an IACET Accredited Provider, Safety Unlimited, Inc. offers CEUs for its programs that qualify under the ANSI/IACET Standard. Safety Unlimited, Inc. is authorized by IACET to offer 4 CEUs for this program.

Julius P. Griggs

Julius P. Griggs
Instructor #892

2405191514278

Certificate Number

5/19/2024

Issue Date



Scan this code or visit [safetyunlimited.com/v](https://www.safetyunlimited.com/v) to verify certificate.

Annual Refresher Training Required



UNLIMITED, Inc.
OSHA Compliant Safety Training Since 1993

2139 Tapo St., Suite 228 Simi Valley, CA 93063
(855) 784-2677 or 805 306-8027
<https://www.safetyunlimited.com>

Certificate of Completion

This certifies that

Christopher Williams

has successfully completed

OSHA 40 Hour HAZWOPER Training

Annual Refresher Training Required

In Accordance With Federal OSHA Regulation 29 CFR 1910.120(e)

And State OSHA/EPA Regulations as well including 29 CFR 1926.65(e)

This course is approved for 40 Contact Hours (4 CEUs) of continuing education per the California Department of Public Health for Registered Environmental Health Specialist (REHS) (Accreditation # 044)

Safety Unlimited, Inc., Provider #5660170-2, is accredited by the International Association for Continuing Education and Training (IACET) and is accredited to issue the IACET CEU. As an IACET Accredited Provider, Safety Unlimited, Inc. offers CEUs for its programs that qualify under the ANSI/IACET Standard. Safety Unlimited, Inc. is authorized by IACET to offer 4 CEUs for this program.

Julius P. Griggs

Julius P. Griggs
Instructor #892

2405151514241

Certificate Number

5/15/2024

Issue Date



Scan this code or visit [safetyunlimited.com/v](https://www.safetyunlimited.com/v) to verify certificate.

Annual Refresher Training Required



UNLIMITED, Inc.
OSHA Compliant Safety Training Since 1983

2139 Tapo St., Suite 228 Simi Valley, CA 93063
(855) 784-2677 or 805 306-8027
<https://www.safetyunlimited.com>



Authorized Gopher Tortoise Agent
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
Division of Habitat and Species Conservation
Wildlife Diversity Conservation Section
620 South Meridian Street, Mail Station 2A
Tallahassee, Florida 32399-1600
(850) 921-1031

Permittee Name: Brett Anderson
Permittee Address: Environmental Services, Inc.
7220 Financial Way Suite 100
JACKSONVILLE, FLORIDA 32256
UNITED STATES

Permit Number: GTA-14-00044D
Effective Date: **July 25, 2022**
Expiration Date: **July 23, 2026**

IS AUTHORIZED TO:

1. **Capture gopher tortoises using hand shovel excavation of gopher tortoise burrows**
2. Supervise backhoe excavation of gopher tortoise burrows to capture gopher tortoises

Permittee Signature: _____

Date: 07/25/2022

Not valid unless signed. By signature, confirms that all information provided to issue the permit is accurate and complete, and indicates acceptance and understanding of the provisions and conditions listed below. **Any false statements or misrepresentations when applying for this permit may result in felony charges and will result in revocation of this permit.**

Authorized By: Eric Seckinger

Authorized for: Eric Sutton, Executive Director

Authorizing Signature: _____

Date: 07/25/2022

Wildlife Diversity Conservation Section

Is Authorized To (Continued)

This permit is in effect an amendment and supersedes all previous versions. All amended conditions and provisions of the previous permit (changed or new items) are indicated in bold text.

PERMIT CONDITIONS AND PROVISIONS:

- 1 Authorization to conduct the specified activities in association with the relocation of gopher tortoises in Florida is subject to Rules 68A-9.002 and 68A-27, Florida Administrative Code (F.A.C.), the Gopher Tortoise Permitting Guidelines (April 2008 - **revised July 2020**) [hereafter, the "Permitting Guidelines"], and subsequent revisions of these guidelines that are in effect at the time the authorized activities are conducted, and subject to the following provisions/conditions.
- 2 Authorized activities are also predicated and conditioned on the information and assurances provided in the Permittee's **07/13/2022 application** (as supplemented), the assurances of which are herein incorporated by reference.
- 3 The Permittee shall only take, attempt to take, pursue, hunt, harass, capture, possess, or transport gopher tortoises, or molest, damage or destroy any gopher tortoise burrows when such activity is authorized by a separate permit (e.g., Conservation, 10 or Fewer Burrows, Temporary Exclusion, Recipient Site, Scientific Collecting) issued by the FWC for a specified property that authorizes the Permittee to capture and possess gopher tortoises from or within that property.
- 4 Tortoises shall only be relocated when the low temperature at the recipient site is forecasted by the National Weather Service to be above 50° Fahrenheit for three consecutive days after release (including the day of relocation). This three-day window of milder overnight temperatures is required to allow the relocated tortoises to settle into the recipient site and to reduce the chance of cold-related stress or mortality.
- 5 Captured gopher tortoises that show signs of disease (i.e., nasal and ocular discharge, emaciation, etc.) shall not be relocated off-site to the authorized recipient site **and must be reported to the Gopher Tortoise Program (by phone 850-921-1031 or by email to GTPermits@MyFWC.com) within 48 hours of capture**. At the Permittee's discretion, symptomatic tortoises may be: relocated on-site; transported to and quarantined at a FWC-licensed wildlife rehabilitation center (list available upon request) or licensed veterinary facility for treatment and subsequent relocation of recovered, non-symptomatic gopher tortoises along with others from the population; transported and donated to a FWC-permitted disease research program; or humanely euthanized by

a licensed veterinarian when disease is advanced.

- 6 During transport, gopher tortoises must be held in shaded conditions and in individual containers large enough to allow the tortoise to turn around. Tortoises must not be held more than 72 hours after capture unless otherwise authorized by FWC permit.
- 7 This permit does not authorize Permittee access to any public or private properties. Permission to access the property must be secured from the appropriate landholders prior to undertaking any work on such properties.
- 8 This permit is non-transferable and must be readily available for inspection at all times while engaging in the permitted activities. This permit can be suspended, revoked or not renewed for just cause pursuant to 68-1.010, Florida Administrative Code and Chapter 120, Florida Statutes. Criteria for suspension, revocation, or non-renewal of authorized agent permits and registered agents can be found in the Permitting Guidelines, or as amended.
- 9 The activities authorized under this Permit must be carried out by the Permittee or the Assistant(s) that are designated by the Permittee. The Permittee shall revise its list of designated Assistants utilizing the FWC online permitting system prior to that Assistant conducting any gopher tortoise activities authorized under this permit. The FWC reserves the right to deny a Permittee's designation of an individual as its Assistant if rights of the individual to obtain gopher tortoise permits have been suspended or revoked. All activities conducted by Assistants must be under the supervision and responsibility of the Permittee. Assistants must be directly supervised on-site by the Permittee when the Assistant(s) are collecting gopher tortoise blood samples or during backhoe excavation of gopher tortoise burrows. The Permittee shall be as fully responsible for activities conducted by Assistants and contracted backhoe operators to the same extent as if they had themselves carried out those activities under this Permit.
- 10 The Permittee and its Assistant(s) must carry with them either this original permit, or a complete copy, while engaged in the permitted gopher tortoise activities. The Assistant(s) must also be in possession of a copy of the letter of designation from the Permittee.
- 11 The Permittee, by signing this permit, specifically agrees to allow authorized Commission personnel, upon presentation of credentials as may be required by law, access to sites to inspect the activities authorized under this permit.
- 12 A request for permit renewal or extension should be submitted at least 45 days prior to the expiration date of this permit.

A person whose substantial interests are affected by FWC's action may petition for an administrative proceeding (hearing) under sections 120.569 and 120.57 of the Florida Statutes. A person seeking a hearing on FWC's action shall file a petition for hearing with the agency within 21 days of receipt of written notice of the decision. The petition must contain the information and otherwise comply with section 120.569, Florida Statutes, and the uniform rules of the Florida Division of Administration, chapter 28-106, Florida Administrative Code. If the FWC receives a petition, FWC will notify the Permittee. The attached Explanation of Rights statement provides additional information as to the rights of parties whose substantial interests are or may be affected by this action.



Authorized Gopher Tortoise Agent
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
Division of Habitat and Species Conservation
Wildlife Diversity Conservation Section
620 South Meridian Street, Mail Station 2A
Tallahassee, Florida 32399-1600
(850) 921-1031

Permittee Name: Craig Jacobs
Permittee Address: Terracon
8001 Baymeadows Way Suite 100
JACKSONVILLE, FLORIDA 32256
UNITED STATES

Permit Number: GTA-22-00008
Effective Date: February 11, 2022
Expiration Date: February 11, 2026

IS AUTHORIZED TO:

1. Capture gopher tortoises using hand shovel excavation of gopher tortoise burrows
2. Supervise backhoe excavation of gopher tortoise burrows to capture gopher tortoises

Permittee Signature: _____

Date: _____

Not valid unless signed. By signature, confirms that all information provided to issue the permit is accurate and complete, and indicates acceptance and understanding of the provisions and conditions listed below. **Any false statements or misrepresentations when applying for this permit may result in felony charges and will result in revocation of this permit.**

Authorized By: Eric Seckinger

Authorized for: Eric Sutton, Executive Director

Authorizing Signature: _____

Date: _____

02/11/2022

Wildlife Diversity Conservation Section

PERMIT CONDITIONS AND PROVISIONS:

- 1 Authorization to conduct the specified activities in association with the relocation of gopher tortoises in Florida is subject to Rules 68A-9.002 and 68A-27, Florida Administrative Code (F.A.C.), the Gopher Tortoise Permitting Guidelines (April 2008 – revised July 2020) [hereafter, the "Permitting Guidelines"], and subsequent revisions of these guidelines that are in effect at the time the authorized activities are conducted, and subject to the following provisions/conditions.
- 2 Authorized activities are also predicated and conditioned on the information and assurances provided in the Permittee's 02/07/2022 application (as supplemented), the assurances of which are herein incorporated by reference.
- 3 The Permittee shall only take, attempt to take, pursue, hunt, harass, capture, possess, or transport gopher tortoises, or molest, damage or destroy any gopher tortoise burrows when such activity is authorized by a separate permit (e.g., Conservation, 10 or Fewer Burrows, Temporary Exclusion, Recipient Site, Scientific Collecting) issued by the FWC for a specified property that authorizes the Permittee to capture and possess gopher tortoises from or within that property.
- 4 Tortoises shall only be relocated when the low temperature at the recipient site is forecasted by the National Weather Service to be above 50° Fahrenheit for three consecutive days after release (including the day of relocation). This three-day window of milder overnight temperatures is required to allow the relocated tortoises to settle into the recipient site and to reduce the chance of cold-related stress or mortality.
- 5 Captured gopher tortoises that show signs of disease (i.e., nasal and ocular discharge, emaciation, etc.) shall not be relocated off-site to the authorized recipient site and must be reported to the Gopher Tortoise Program (by phone 850-921-1031 or by email to GTPermits@MyFWC.com) within 48 hours of capture. At the Permittee's discretion, symptomatic tortoises may be: relocated on-site; transported to and quarantined at a FWC-licensed wildlife rehabilitation center (list available upon request) or licensed veterinary facility for treatment and subsequent relocation of recovered, non-symptomatic gopher tortoises along with others from the population; transported and donated to a FWC-permitted disease research program; or humanely euthanized by a licensed veterinarian when disease is advanced.
- 6 Supervised backhoe excavation of gopher tortoise burrows shall only take place with at least two people present at each burrow. A backhoe operator and a person on the ground at the burrow is required at all times during

backhoe excavation. Backhoes must be equipped with a flat blade on the bucket for digging. Excavation of a burrow should not be started unless it can be fully excavated in the same day. Burrow excavation is not complete until the burrow terminus is reached and all side chambers are found and completely excavated.

- 7 This permit does not authorize Permittee access to any public or private properties. Permission to access the property must be secured from the appropriate landholders prior to undertaking any work on such properties.
- 8 This permit is non-transferable and must be readily available for inspection at all times while engaging in the permitted activities. This permit can be suspended, revoked or not renewed for just cause pursuant to 68-1.010, Florida Administrative Code and Chapter 120, Florida Statutes. Criteria for suspension, revocation, or non-renewal of authorized agent permits and registered agents can be found in the Permitting Guidelines, or as amended.
- 9 The activities authorized under this Permit must be carried out by the Permittee or the Assistant(s) that are designated by the Permittee. The Permittee shall revise its list of designated Assistants utilizing the FWC online permitting system prior to that Assistant conducting any gopher tortoise activities authorized under this permit. The FWC reserves the right to deny a Permittee's designation of an individual as its Assistant if rights of the individual to obtain gopher tortoise permits have been suspended or revoked. All activities conducted by Assistants must be under the supervision and responsibility of the Permittee. Assistants must be directly supervised on-site by the Permittee when the Assistant(s) are collecting gopher tortoise blood samples or during backhoe excavation of gopher tortoise burrows. The Permittee shall be as fully responsible for activities conducted by Assistants and contracted backhoe operators to the same extent as if they had themselves carried out those activities under this Permit.
- 10 The Permittee and its Assistant(s) must carry with them either this original permit, or a complete copy, while engaged in the permitted gopher tortoise activities. The Assistant(s) must also be in possession of a copy of the letter of designation from the Permittee.
- 11 The Permittee, by signing this permit, specifically agrees to allow authorized Commission personnel, upon presentation of credentials as may be required by law, access to sites to inspect the activities authorized under this permit.
- 12 A request for permit renewal or extension should be submitted at least 45 days prior to the expiration date of this permit.

A person whose substantial interests are affected by FWC's action may petition for an administrative proceeding (hearing) under sections 120.569 and 120.57 of the Florida Statutes. A person seeking a hearing on FWC's action shall file a petition for hearing with the agency within 21 days of receipt of written notice of the decision. The petition must contain the information and otherwise comply with section 120.569, Florida Statutes, and the uniform rules of the Florida Division of Administration, chapter 28-106, Florida Administrative Code. If the FWC receives a petition, FWC will notify the Permittee. The attached Explanation of Rights statement provides additional information as to the rights of parties whose substantial interests are or may be affected by this action.

Society of Wetland Scientists

Professional Certification Program

WE ARE THE INTERNATIONAL ORGANIZATION THAT HAS BEEN
CERTIFYING PROFESSIONAL WETLAND SCIENTISTS SINCE 1994



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Requirements

Certification as Wetland Professional In Training (WPIT) is considered a preliminary step for persons who have completed the basic educational requirements but do not meet the experience and/or the specialized wetland course work (SWCW) requirements. Professional Wetland Scientist (PWS) certification is awarded to those meeting both educational and experience requirements. Refer to the application forms for detailed information on the certification process.

COLLEGE / UNIVERSITY EDUCATION:

All applicants must submit information documenting completion of the educational requirements leading to a college or university degree of Bachelor of Science, Bachelor of Arts, or equivalent or higher degree, and should have the following, or equivalent, course work:

- 1) Biological Sciences: Fifteen (15) semester hours in biological sciences including courses such as general biology, botany or zoology; general ecology; plant, animal, aquatic or wetlands ecology; invertebrate zoology; taxonomy; marine science; fisheries biology; plant physiology, plant taxonomy, plant pathology, plant morphology; relevant environmental sciences; and similar courses.
- 2) Physical Sciences: Fifteen (15) semester hours in courses in soils, chemistry, hydrology, physics, geology, sedimentology, oceanography, coastal processes, environmental engineering, and similar courses.
- 3) Quantitative Sciences: Six (6) semester hours in courses in math, computer sciences, basic statistics, population dynamics, experimental statistics, and similar courses.
- 4) Additional Educational Requirements for PWS Certification: As of June 1, 1999, fifteen (15) semester hours (or equivalent in short courses or continuing education courses) of specialized wetland course work (SWCW). Examples of recommended courses, continuing education, and/or training needed to attain additional competency include, but are not limited to, the following:

Wetland Plant Taxonomy; Advanced Plant Taxonomy; Wetland Hydrology; General Hydrology; Soil Morphology, Classification, and Mapping; Hydric Soil Identification; Wetland Restoration and Creation; Wetland delineation/Evaluation/Classification; Applied Wetland Ecology and Management; Wetland Creation/Mitigation; Wetland Ecology. Attendance at professional meetings of symposia will not qualify to meet this requirement.

Applicants seeking credit for specialized wetland courses taken outside of the university setting where no official college credit was generated must provide the following information to assist the SWSPCP in assessing the applicability or the course in meeting the minimum hour requirement for Specialized Wetland Courses:

- Name, date, location and sponsor of the course
- The number of classroom and/or field hours completed

The SWSPCP recognizes that Professional Wetland Scientists will have an extremely broad range of technical specialties. Curricula can be individually tailored, particularly at the advanced degree level or as part of a professional development program of continuing education and training, to prepare for any of these specialties. For example, there is currently high interest in and need for qualified professionals to consistently and accurately identify and delineate wetlands and wetland boundaries; evaluate types, nature, and function of wetlands; and/or propose plans for wetland restoration, creation, and/or mitigation.

QUALIFYING EXPERIENCE:

In addition to the minimum collegiate courses required, a Professional Wetland Scientist (PWS) must meet specific experience and wetlands-related education as outlined below. Professional experience begins following conferral of the FIRST degree at a baccalaureate or higher level. Certification as a PWS requires a minimum of five (5) years of full-time professional experience. Relevant experience must be gained within ten (10) years prior to applying for the PWS. Experience must demonstrate the application of current technical knowledge to problems and programs dealing with wetland resources and activities. Relevant experience may be gained while working in the private (e.g., consulting, industry, non-profit), public (e.g., local, state, federal government), and/or academic sectors.

Identification of the professional level of experience will require careful evaluation of each application. Experience is calculated based upon applicant's description and documentation of percentage of time applied to relevant wetlands work. Therefore, it is the applicant's responsibility to fully document for each experience the percentage of time devoted specifically to professional wetland activities, providing month/year dates for each period(s) of experience. Full-time work experience is defined as a minimum 75% of daily/weekly/monthly duties devoted specifically to wetland science. Work experience below the 75% threshold will be credited on a pro-rated basis. NOTE: The terms "research" and "project(s)" are generic.

Examples of qualifying experience include:

1. Engaging in research that includes field or laboratory observations, analysis of data, and preparation of a publication for recognized journals and/or published reports to private/public clients,
2. Directing a research project with supervisory responsibility over several technicians,
3. Serving as a leader or assistant leader on wetland-related projects requiring independent judgment and action,
4. Teaching a college course or equivalent in wetlands science,
5. Working as a wetland specialist, scientist, or manager in the public (local, state, or federal agency) or private (industry, consultant, developer) sector,

MAINTAINING YOUR CERTIFICATION

Once you are granted the PWS or WPIT certification, you are required to maintain it by paying an annual maintenance fee. As of January 1, 2015 the maintenance fee is \$75. This fee is not related to your SWS membership, if applicable. PWS and WPITs are not required to pay the annual maintenance fee in the year in which they are certified. The annual maintenance fee is not waived for WPITs in the year in which they upgrade to PWS. Additionally, in order to help maintain the high standards of the program, as a PWS/SPWS, you are required to renew your certification every five years. A PWS/SPWS shall earn a minimum of 10 certification renewal points during a five-year period from the time of certification. Renewal points are earned in various ways including employment, conference attendance, presentations and oral papers, and wetland instruction.

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Society of Wetland Scientists Professional Certification Program
Last Updated 2/14/22



Authorized Gopher Tortoise Agent
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
Division of Habitat and Species Conservation
Wildlife Diversity Conservation Section
620 South Meridian Street, Mail Station 2A
Tallahassee, Florida 32399-1600
(850) 921-1031

Permittee Name: Cody Sparaco
Permittee Address: Terracon
8001 Baymeadows Way Suite 1
JACKSONVILLE, FLORIDA 32256
UNITED STATES

Permit Number: GTA-16-00047F
Effective Date: February 17, 2022
Expiration Date: April 27, 2026

IS AUTHORIZED TO:

1. Conduct gopher tortoise surveys
2. Capture gopher tortoises using bucket traps
3. Capture gopher tortoises using live traps
4. Capture gopher tortoises using hand shovel excavation of gopher tortoise burrows
5. Mark, transport, and release captured gopher tortoises at recipient sites
6. Supervise backhoe excavation of gopher tortoise burrows to capture gopher tortoises
7. **Burrow scope**

Permittee Signature: Cody Sparaco

Date: 2/17/22

Not valid unless signed. By signature, confirms that all information provided to issue the permit is accurate and complete, and indicates acceptance and understanding of the provisions and conditions listed below. **Any false statements or misrepresentations when applying for this permit may result in felony charges and will result in revocation of this permit.**

Authorized By: Eric Seckinger

Authorized for: Eric Sutton, Executive Director

Authorizing Signature: Eric Seckinger

Date: 02/17/2022

Wildlife Diversity Conservation Section

Is Authorized To (Continued)

This permit is in effect an amendment and supersedes all previous versions. The affiliation and address of the permittee has been changed. All other amended conditions and provisions of the previous permit (changed or new items) are indicated in bold text.

PERMIT CONDITIONS AND PROVISIONS:

- 1 Authorization to conduct the specified activities in association with the relocation of gopher tortoises in Florida is subject to Rules 68A-9.002 and 68A-27, Florida Administrative Code (F.A.C.), the Gopher Tortoise Permitting Guidelines (April 2008 - **revised July 2020**) [hereafter, the "Permitting Guidelines"], and subsequent revisions of these guidelines that are in effect at the time the authorized activities are conducted, and subject to the following provisions/conditions.
- 2 Authorized activities are also predicated and conditioned on the information and assurances provided in the Permittee's **02/14/2022 application** (as supplemented), the assurances of which are herein incorporated by reference.
- 3 The Permittee shall only take, attempt to take, pursue, hunt, harass, capture, possess, or transport gopher tortoises, or molest, damage or destroy any gopher tortoise burrows when such activity is authorized by a separate permit (e.g., Conservation, 10 or Fewer Burrows, Temporary Exclusion, Recipient Site, Scientific Collecting) issued by the FWC for a specified property that authorizes the Permittee to capture and possess gopher tortoises from or within that property.
- 4 Gopher tortoise burrow surveys must be conducted in accordance with the Permitting Guidelines, or as amended. Surveys must be conducted no more than 90 days prior to submitting a relocation application.
- 5 Tortoises shall only be relocated when the low temperature at the recipient site is forecasted by the National Weather Service to be above 50° Fahrenheit for three consecutive days after release (including the day of relocation). This three-day window of milder overnight temperatures is required to allow the relocated tortoises to

settle into the recipient site and to reduce the chance of cold-related stress or mortality.

- 6 Captured gopher tortoises that show signs of disease (i.e., nasal and ocular discharge, emaciation, etc.) shall not be relocated off-site to the authorized recipient site **and must be reported to the Gopher Tortoise Program (by phone 850-921-1031 or by email to GTPermits@MyFWC.com) within 48 hours of capture**. At the Permittee's discretion, symptomatic tortoises may be: relocated on-site; transported to and quarantined at a FWC-licensed wildlife rehabilitation center (list available upon request) or licensed veterinary facility for treatment and subsequent relocation of recovered, non-symptomatic gopher tortoises along with others from the population; transported and donated to a FWC-permitted disease research program; or humanely euthanized by a licensed veterinarian when disease is advanced.
- 7 Gopher tortoises released at a recipient site shall be released into an enclosure in conformance with the FWC enclosure requirements specified in the Permitting Guidelines, or as amended. Gopher tortoises should be released near existing abandoned burrows or excavated starter burrows at the recipient site.
- 8 Marking of gopher tortoises must be done for all permits except for 10 or Fewer Burrows permits with on-site relocation. All tortoises must be marked with marginal scutes of tortoises ≥ 130 mm carapace length (CL) drilled or notched, and marginal scutes of juveniles < 130 mm CL notched. Passive Integrated Transponder (PIT) tags may be used as an alternative to drilling or notching the marginal scutes.
- 9 During transport, gopher tortoises must be held in shaded conditions and in individual containers large enough to allow the tortoise to turn around. Tortoises must not be held more than 72 hours after capture unless otherwise authorized by FWC permit.
- 10 Supervised backhoe excavation of gopher tortoise burrows shall only take place with at least two people present at each burrow. A backhoe operator and a person on the ground at the burrow is required at all times during backhoe excavation. Backhoes must be equipped with a flat blade on the bucket for digging. Excavation of a burrow should not be started unless it can be fully excavated in the same day. Burrow excavation is not complete until the burrow terminus is reached and all side chambers are found and completely excavated.
- 11 This permit does not authorize Permittee access to any public or private properties. Permission to access the property must be secured from the appropriate landholders prior to undertaking any work on such properties.
- 12 This permit is non-transferable and must be readily available for inspection at all times while engaging in the permitted activities. This permit can be suspended, revoked or not renewed for just cause pursuant to 68-1.010, Florida Administrative Code and Chapter 120, Florida Statutes. Criteria for suspension, revocation, or non-renewal of authorized agent permits and registered agents can be found in the Permitting Guidelines, or as amended.
- 13 The activities authorized under this Permit must be carried out by the Permittee or the Assistant(s) that are designated by the Permittee. The Permittee shall revise its list of designated Assistants utilizing the FWC online permitting system prior to that Assistant conducting any gopher tortoise activities authorized under this permit. The FWC reserves the right to deny a Permittee's designation of an individual as its Assistant if rights of the individual to obtain gopher tortoise permits have been suspended or revoked. All activities conducted by Assistants must be under the supervision and responsibility of the Permittee. Assistants must be directly supervised on-site by the Permittee when the Assistant(s) are collecting gopher tortoise blood samples or during backhoe excavation of gopher tortoise burrows. The Permittee shall be as fully responsible for activities conducted by Assistants and contracted backhoe operators to the same extent as if they had themselves carried out those activities under this Permit.
- 14 The Permittee and its Assistant(s) must carry with them either this original permit, or a complete copy, while engaged in the permitted gopher tortoise activities. The Assistant(s) must also be in possession of a copy of the letter of designation from the Permittee.
- 15 The Permittee, by signing this permit, specifically agrees to allow authorized Commission personnel, upon presentation of credentials as may be required by law, access to sites to inspect the activities authorized under this permit.
- 16 A request for permit renewal or extension should be submitted at least 45 days prior to the expiration date of this permit.
- 17 **Gopher tortoise burrow scoping must be conducted in accordance with the Permitting Guidelines, as amended. Burrow scoping is not an acceptable method of confirming vacancy or determining occupancy for capture purposes. See Appendix 7 of the Permitting Guidelines for recipient site burrow scoping methodology. To minimize risk of spreading pathogens, the burrow camera head and cables should be disinfected after a tortoise expressing clinical sign of disease is encountered, and between sites.**

A person whose substantial interests are affected by FWC's action may petition for an administrative proceeding (hearing) under sections 120.569 and 120.57 of the Florida Statutes. A person seeking a hearing on FWC's action shall file a petition for hearing with the agency within 21 days of receipt of written notice of the decision. The petition must contain the information and otherwise comply with section 120.569, Florida Statutes, and the uniform rules of the Florida Division of Administration, chapter 28-106, Florida Administrative Code. If the FWC receives a petition, FWC will notify the Permittee. The attached Explanation of Rights statement provides additional information as to the rights of parties whose

substantial interests are or may be affected by this action.



Authorized Gopher Tortoise Agent
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
Division of Habitat and Species Conservation
Wildlife Diversity Conservation Section
620 South Meridian Street, Mail Station 2A
Tallahassee, Florida 32399-1600
(850) 921-1031

Permittee Name: Ryan Taylor
Permittee Address: 7220 Financial Way Suite 100
JACKSONVILLE, FLORIDA 32256
UNITED STATES

Permit Number: GTA-09-00217G
Effective Date: **March 8, 2022**
Expiration Date: July 20, 2025

IS AUTHORIZED TO:

1. **Capture gopher tortoises using bucket traps**
2. Capture gopher tortoises using hand shovel excavation of gopher tortoise burrows
3. **Mark, transport, and release captured gopher tortoises at recipient sites**
4. Supervise backhoe excavation of gopher tortoise burrows to capture gopher tortoises
5. **Burrow scope**

Permittee Signature: _____ Date: _____

Not valid unless signed. By signature, confirms that all information provided to issue the permit is accurate and complete, and indicates acceptance and understanding of the provisions and conditions listed below. **Any false statements or misrepresentations when applying for this permit may result in felony charges and will result in revocation of this permit.**

Authorized By: Eric Seckinger

Authorized for: Eric Sutton, Executive Director

Authorizing Signature: _____
Wildlife Diversity Conservation Section

Date: 03/08/2022

Is Authorized To (Continued)

This permit is in effect an amendment and supersedes all previous versions. All amended conditions and provisions of the previous permit (changed or new items) are indicated in bold text.

PERMIT CONDITIONS AND PROVISIONS:

1. Authorization to conduct the specified activities in association with the relocation of gopher tortoises in Florida is subject to Rules 68A-9.002 and 68A-27, Florida Administrative Code (F.A.C.), the Gopher Tortoise Permitting Guidelines (April 2008 – revised July 2020) [hereafter, the "Permitting Guidelines"], and subsequent revisions of these guidelines that are in effect at the time the authorized activities are conducted, and subject to the following provisions/conditions.
2. Authorized activities are also predicated and conditioned on the information and assurances provided in the Permittee's **02/18/2022 application (as supplemented)**, the assurances of which are herein incorporated by reference.
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4. Tortoises shall only be relocated when the low temperature at the recipient site is forecasted by the National Weather Service to be above 50° Fahrenheit for three consecutive days after release (including the day of relocation). This three-day window of milder overnight temperatures is required to allow the relocated tortoises to settle into the recipient site and to reduce the chance of cold-related stress or mortality.
5. Captured gopher tortoises that show signs of disease (i.e., nasal and ocular discharge, emaciation, etc.) shall not be relocated off-site to the authorized recipient site and must be reported to the Gopher Tortoise Program (by phone 850-921-1031 or by email to GTPermits@MyFWC.com) within 48 hours of capture. At the Permittee's discretion, symptomatic tortoises may be: relocated on-site; transported to and quarantined at a FWC-licensed wildlife rehabilitation center (list available upon request) or licensed veterinary facility for treatment

and subsequent relocation of recovered, non-symptomatic gopher tortoises along with others from the population; transported and donated to a FWC-permitted disease research program; or humanely euthanized by a licensed veterinarian when disease is advanced.

- 6 **Gopher tortoises released at a recipient site shall be released into an enclosure in conformance with the FWC enclosure requirements specified in the Permitting Guidelines, or as amended. Gopher tortoises should be released near existing abandoned burrows or excavated starter burrows at the recipient site.**
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- 16 **Gopher tortoise burrow scoping must be conducted in accordance with the Permitting Guidelines, as amended. Burrow scoping is not an acceptable method of confirming vacancy or determining occupancy for capture purposes. See Appendix 7 of the Permitting Guidelines for recipient site burrow scoping methodology. To minimize risk of spreading pathogens, the burrow camera head and cables should be disinfected after a tortoise expressing clinical sign of disease is encountered, and between sites.**

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QUALIFIED STORMWATER MANAGEMENT INSPECTOR



The undersigned hereby acknowledge that

Ryan Taylor

has successfully met all requirements necessary to be fully
certified through the Florida Department of Environmental Protection
Stormwater, Erosion, and Sedimentation Control Inspector Training Program

Marleina Overton
Marleina Overton

January 31, 2003
Inspector # 3857

Karl Kurka
Karl Kurka

QUALIFIED STORMWATER MANAGEMENT INSTRUCTOR



The undersigned hereby acknowledges that

Ryan Taylor

has successfully met all requirements necessary to be an
Instructor for the Florida Stormwater, Erosion, and Sedimentation
Control Inspector Training Program

May 20, 2005

Instructor # 219

John Abendroth



This certifies that

Gregory R. Scott

*has met the standards for ethical conduct and professional practice as established by the
GIS Certification Institute for the recognition as a*

**Certified Geographic Information Systems (GIS)
Professional (GISP)**

and is therefore entitled to all the rights and privileges thereunder.

*This grant of certification shall expire or be deemed inactive on 7/25/2025 unless, by that date, the individual
shall have successfully completed recertification.*

Certification Number 83420

Date of Initial Certification 7/25/2014

*Jochen Albrecht
GISCI President*

*Tony Spicci, GISP
GISCI Executive Director*

FLORIDA FOREST SERVICE
(850) 681-5800



THE CORNER BUILDING
3125 CORNER BOULEVARD
TALLAHASSEE, FLORIDA 32399-1690

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
COMMISSIONER WILTON SIMPSON

January 12, 2024

Jeremiah Cates
629 Carol Ln
Defuniak Springs, FL 32433-7993

Dear Jeremiah Cates:

The Florida Forest Service, as outlined in the Florida Administrative Code 51-2.006(2)(f), requires every Certified Prescribed Burn Manager registered in the State of Florida to meet the necessary requirements to maintain their status as a Certified Prescribed Burn Manager. Failure to meet either the training requirement or the acreage burning requirement will result in the loss of your Certified Prescribed Burn Manager status.

After reviewing the Certified Prescribed Burn Manager records, our information shows that your certification (**Number 20194960**) is in good standing until the dates shown below.

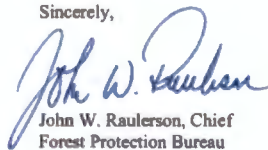
Training Requirement Good Through: **December 31, 2026**
Broadcast Burn Requirement Good Through: **December 31, 2028**

*** There is no further action required on your part. ***

You can see this information and place an open burn request online by accessing the web based open burn authorization system (WebOBA). The easiest way to access the system is to go to www.FDACS.gov/WebOBA.

For questions about the requirements to maintain certification, please visit the following web site: www.FDACS.gov/RxFire.

Sincerely,


John W. Raulerson, Chief
Forest Protection Bureau



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
2005 Apalachee Pkwy
Tallahassee, Florida 32399-6500

February 15, 2025

TERRACON CONSULTANTS INC
8001 BAYMEADOWS WAY STE 1
JACKSONVILLE, FL 32256-7521

SUBJECT: AGRICULTURAL DEALER LICENSE - BUYER CERTIFICATE
ISSUED TO: TERRACON CONSULTANTS INC
LICENSE #: AD2877

This certificate is issued pursuant to Chapter 604, Florida Statutes. This certificate is valid only for the person and license number listed.

All agricultural dealer licenses must be renewed annually. Any license allowed to expire shall become inoperative because of failure to renew. A late fee of \$100 in addition to the license fee must be paid for any license not renewed prior to expiration.

If there are any errors on the certificate, please submit all changes in writing to the department. If you have any questions, please call the Division of Consumer Services toll free at (800) HELP-FLA (435-7352), or 850-410-3800 if calling from outside Florida.

Cut Here



State of Florida
Department of Agriculture and Consumer Services
Division of Consumer Services
2005 Apalachee Pkwy
Tallahassee, Florida 32399-6500

Registration No.: **AD2877**
Issue Date: February 14, 2025
Expiration Date: January 7, 2026

POST CERTIFICATE
CONSPICUOUSLY

License as Dealer in Agricultural Products

Section 604.15-604.30, Florida Statutes

TERRACON CONSULTANTS INC
8001 BAYMEADOWS WAY STE 1
JACKSONVILLE, FL 32256-7521

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

THE FLORIDA CENTER FOR PUBLIC MANAGEMENT

AT THE FLORIDA STATE UNIVERSITY

HEREBY CONFER UPON

Frank Howell

THE DESIGNATION OF

Certified Public Manager

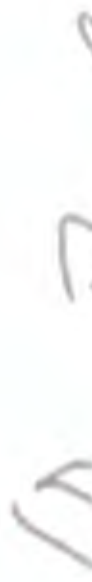
WITH ALL THE RIGHTS, PRIVILEGES, AND HONORS THEREUNTO GRANTED BY

THE STATE OF FLORIDA AND

THE NATIONAL CERTIFIED PUBLIC MANAGER® CONSORTIUM

July 2019





AT THE FLORIDA STATE UNIVERSITY

HEREBY CONFER UPON

Frank H. Howell

THE DESIGNATION OF

field Supervisor AH:

September 2018

CITY of FLORIDA

NATURAL
LEADERSHIP

*Having successfully completed training
in collaborative leadership and its application to
Florida natural resource issues*

Frank Powell

is hereby recognized as a graduate of the

**Florida Natural Resources Leadership In
eventeenth day of April in the year two thousand**

John L. L. L.



THIS IS TO CERTIFY THAT

Frank Powell

HAS BEEN FORMALLY EVALUATED FOR DEMONSTRATED EXPERIENCE, KNOWLEDGE AND PERFORMANCE IN
ACHIEVING AN ORGANIZATIONAL OBJECTIVE THROUGH DEFINING AND OVERSEEING PROJECTS AND
RESOURCES AND IS HEREBY BESTOWED THE GLOBAL PROFESSIONAL CERTIFICATION

Project Management Professional (PMP)[®]

IN TESTIMONY WHEREOF, WE HAVE SUBSCRIBED OUR SIGNATURES UNDER THE SEAL OF THE INSTITUTE

A handwritten signature in black ink, reading 'Ike Nwankwo', is placed above a horizontal line.

Ike Nwankwo, PMP | Chair, Board of Directors



A handwritten signature in black ink, reading 'Pierre Le Manh', is placed above a horizontal line.

Pierre Le Manh | President & CEO

Certification Number: 1599175

Original Grant Date: 18 April 2013

Expiration Date: 18 April 2028





CERTIFICATE OF LIABILITY INSURANCE

4/1/2026

DATE (MM/DD/YYYY)

3/17/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME:	
	PHONE (A/C, No, Ext): FAX (A/C, No):	
INSURED 1312891 TERRACON CONSULTANTS, INC. 10841 S. RIDGEVIEW ROAD OLATHE KS 66061	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Travelers Property Casualty Company of America	NAIC # 25674
	INSURER B: Allied World Assurance Company (U.S.) Inc.	19489
	INSURER C: The Travelers Indemnity Company	25658
	INSURER D: The Travelers Indemnity Company of America	25666
	INSURER E: Lloyds of London	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 13881552 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ CONTRACTUAL LIAB ☒ XCU COVERAGE GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	N	N	TC2J-GLSA-9P529930	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	N	N	TC2J-CAP-131J3858	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ \$0	N	N	CUP-4W208814	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
D C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ N/A	N	N	UB-1T88663A (AOS) UB-1T885681 (AZ, MA, WI)	4/1/2025 4/1/2025	4/1/2026 4/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B E	CONTRACTORS POLLUTION LIAB PROFESSIONAL LIABILITY	N	N	0312-6506 LDUSA2505180	4/1/2025 4/1/2025	4/1/2027 4/1/2026	\$10,000,000 EACH OCCURANCE/AGGREGATE \$1,000,000 EACH CLAIM/\$1,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROOF OF COVERAGE. THE UMBRELLA LIABILITY IS FOLLOW FORM OVER THE GENERAL LIABILITY, AUTO LIABILITY, AND EMPLOYER'S LIABILITY PER THE POLICY TERMS, CONDITIONS, AND EXCLUSIONS.

CERTIFICATE HOLDER

CANCELLATION

13881552
SPECIMEN

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M. Amello

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