

**CITY OF MARATHON, FLORIDA
RESOLUTION 2021-43**

A RESOLUTION OF THE CITY OF MARATHON, FLORIDA, APPROVING A CONTRACT WITH THE FIRM OF TETRA TECH, INC. (CONTRACTOR) TO MANAGE THE CITY'S AGREEMENTS WITH THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY (DEO) WITH WHICH THE CITY HAS TWO CDBG-DR GRANTS (I0094 & I019); SAID GRANTS TO BE THE SUBJECT OF THE CONTRACTOR'S MANAGEMENT RESPONSIBILITY; PROVIDING FOR MANAGEMENT RESPONSIBILITIES UNDER THIS CONTRACT; PROVIDING FOR AN APPROXIMATE TERMINATION DATE; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS RESOLUTION.

WHEREAS, the City of Marathon accepted and approved Agreement I0094 between the City and the Department of Economic Opportunity (DEO) to carry out the Community Development Block Grant-Disaster Recovery Voluntary Home Buyout program (CDBG-DR VHB) as reflected in Resolution 2020-026; and

WHEREAS, the City of Marathon accepted and approved another Agreement between the City and the Department of Economic Opportunity (DEO) to carry out the Community Development Block Grant-Disaster Recovery Infrastructure Repair program (CDBG-DR IR) as reflected in Resolution 2020-081; and

WHEREAS, the attached contract is the result of a Request For Proposals, a review, and ranking of said proposals resulting in a unanimous recommendation to approve a contract with the firm of Tetra Tech Inc.; and

WHEREAS, the complexity of managing a CDBG-DR grant warrants the hiring of such a firm with broad experience in the CDBG-DR programs, particularly when such responsibilities under the grant extend from accepting applications for home buy-out to acquiring property; and

WHEREAS, the attached contract to manage the City's CDBG-DR grant contracts with DEO is in the best interest of the City and can be reimbursed through the grant itself,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

Section 1. The above recitals are true and correct and incorporated herein.

Section 2. the City hereby approves the Contract between the City and the firm of Tetra Tech, Inc. for the purposes of managing and carrying out the CDBG-DR VHB & IR Program attached as Exhibit "A."

Section 3. The City Clerk shall forward a certified copy of this Resolution to Tetra Tech, Inc. and to the Department of Economic Opportunity.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 8TH DAY OF JUNE, 2021.

THE CITY OF MARATHON, FLORIDA



Luis Gonzalez, Mayor

AYES: Bartus, Cook, Senmartin, Zieg, Gonzalez
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:



Diane Clavier, City Clerk

(City Seal)

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:



Steve Williams, City Attorney

EXHIBIT "A"

SECTION 00500
GRANTS MANAGEMENT CONTRACT

**Grants Management Services and Other Grant Sub-Contractual Needs Under CDBG-DR VHB
DEO Grant Agreement I0094 and CDBG-DR IR DEO Grant Agreement I019**

This Contract (the "Contract") is dated as of the 11th day of May 2021 by and between the City of Marathon (hereinafter called the "CITY") and Tetra Tech, Inc. (hereinafter called "CONTRACTOR") located at: 2301 Lucien Way, Suite 120, Maitland, Florida 32751.

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

Project/Work: CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as the following:

- Grant Administration
 - The CONTRACTOR will provide professional services for grant administration. The CONTRACTOR is familiar with the Florida Keys, has a solid reputation in grant administration, and a detailed knowledge of both the CDBG-DR and Voluntary Home Buyout Programs. In addition to grants management, the CONTRACTOR is qualified under both state and federal HUD guidelines to review and qualify Applicants and to carry out a review for Duplication of Benefits
- Inspection Services –CDBG-DR/ Florida Building Code
 - The CONTRACTOR will provide professional services for property inspections to confirm storm damage and/or to complete a duplication of benefits inspection of the buyout property, as needed. The CONTRACTOR is intimately familiar with the cost of construction, cost of structural repair, and the value of structures and property in the Florida Keys. The CONTRACTOR has certifications in construction estimating.
- Survey Work
 - The CONTRACTOR will provide professional land surveying services for properties determined to be qualified under the CDBG-DR VHB in the Florida Keys. Such information will be utilized to determine the precise boundaries of Applicant properties and to provide such information to the City's legal staff and consultants.
- Real Estate Property Appraiser Work
 - The CONTRACTOR will provide professional residential appraisal services for properties determined to be qualified under the CDBG-DR VHB in the Florida Keys. Such information will be utilized to determine

the precise value of Applicant properties and to provide such information to the City's legal staff and consultants.

- Environmental Review
 - The CONTRACTOR will provide professional environmental HUD services for properties determined to be qualified under the CDBG-DR VHB in the Florida Keys. Such services will include carrying out Phase I assessments, the potential locations of historical resources or tribal lands, and assessment of habitat where present.
- Legal
 - The CONTRACTOR will provide professional legal services for title work, real estate transactions, and development of conservation easements in the Florida Keys. An intimate knowledge of Florida Keys Real Estate markets will be beneficial.
- Demolition
 - The CONTRACTOR will provide professional structure demolition services for properties determined to be qualified under the CDBG-DR VHB in the Florida Keys. The successful bidder will demonstrate the availability of necessary equipment, professional staffing, and the ability to appropriately dispose of demolition material.

1.1 CITY'S REPRESENTATIVE it is understood that the CITY will designate a representative for the Work. The CITY'S REPRESENTATIVE referred to in any of the Contract Documents designated herein is Brian Shea, Director of Planning, 9805 Overseas Highway, Marathon Florida 33050.

ARTICLE 2. TERM

2.1 Contract Term. The Work shall be substantially completed within eighteen (18) months after the date specified in the associated City Resolution approving this Contract (May 11, 2021), and fully completed and ready for final payment in accordance with the Contract Documents by December 31, 2022("Final Completion"). The contract term may be adjusted upon mutual agreement by the parties.

2.2 Contract Time. The Contract Term shall not commence until the CITY issues to CONTRACTOR a Notice to Proceed and the term of the Contract shall be through the date of final payment unless terminated earlier pursuant to Section 00700 – General Conditions, Article 14, Payments to Contractor and Completion.

ARTICLE 3. CONTRACT PRICE

3.1 CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to this Article.

3.1.1 For all Hourly Work, an amount equal to the sum of the established hourly rate times the number of hours completed for each separately identified item indicated on the Unit Price Bid Form attached hereto as **Exhibit "A."** Estimated quantities (hours) are not guaranteed, and determination of actual quantities and classification are to be made by the CITY'S REPRESENTATIVE as provided in the Contract Documents.

3.2 The CONTRACTOR agrees that all specific cash allowances are included in the above Contract Price and have been computed in accordance with the Contract Documents.

ARTICLE 4. PAYMENT PROCEDURES

4.1 Progress Payments, Retainage. CITY shall make progress payments, deducting the amount from the Contract Price above, on the basis of CONTRACTOR'S Applications for Payment as recommended by the CITY'S REPRESENTATIVE, on or about the last day of each month during construction as provided herein. All such payments will be made in accordance with the schedule of values established in the General Conditions or, in the event there is no schedule of values, as provided in the General Conditions.

4.1.1 No progress payment shall be made until CONTRACTOR delivers to the CITY **certified copies of the performance bond and payment bond establishing that the bonds have been recorded with the county clerk**, complete original partial releases of all liens, bond claims, and claims signed by all Subcontractors, materialmen, suppliers, and vendors, indicating amount of partial payment, on a form approved by the CITY, and an affidavit that so far as the CONTRACTOR has knowledge or information, the releases include and cover all Materials and Work for which a lien, bond claim, or claim could be filed for work completed to date.

4.1.2 No progress payment shall be made until **CONTRACTOR** delivers to CITY complete original partial releases and waivers of all liens and claims signed by all Subcontractors, materialmen, suppliers, and vendors, indicating receipt of partial payment due each for work performed since last progress payment. The partial release shall be accompanied by an affidavit stating that, so far as **CONTRACTOR** has knowledge or information, the releases include and cover all Materials and Work for which a lien or claim could be filed for work completed to date. The form of the partial release and waiver of lien and affidavit specified herein shall be approved by the CITY.

4.2 The CONTRACTOR agrees that ten percent (10%) of the amount due for Work as set forth in each Application for Payment shall be retained by CITY for each Progress Payment until Final Payment, as defined in Section 0700 - General Conditions, Article 14, Payments to Contractor and Completion.

4.2.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated above, but, in each case, less the aggregate of payments previously made and less such amounts as CITY'S REPRESENTATIVE shall determine, or CITY may withhold, in accordance with the General Conditions.

4.3 The payment of any Application for Payment by CITY, including the Final Request, does not constitute approval or acceptance by CITY of any item of the Work in such Request for

Payment, nor shall it be construed as a waiver of any of CITY's rights hereunder or at law or in equity.

4.4 The Final Application for Payment by CONTRACTOR shall not be made until the CONTRACTOR delivers to the City complete original final releases of all liens and claims signed by all Subcontractors, materialmen, suppliers, and vendors on a form approved by the CITY, and an affidavit that so far as the CONTRACTOR has knowledge or information, the releases include and cover all Materials and Work for which a lien or claim could be filed. The CONTRACTOR may, if any Subcontractor, materialmen, supplier or vendor refuses to furnish the required Final Waiver of Lien, furnish a bond satisfactory to City to defend and indemnify City and any other property owner, person or entity City may be required to indemnify against any lien or claim.

ARTICLE 5. INSURANCE/INDEMNIFICATION.

5.1 Insurance. The CONTRACTOR shall secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the CITY against hazards or risks of loss as specified in the General Conditions of the Contract Documents.

5.2 Indemnification. The CONTRACTOR shall indemnify, defend, and hold harmless the CITY, their officials, agents, employees, and volunteers as set forth in General Conditions of the Contract Documents.

5.3 To the fullest extent permitted by law, the Agency's contractor shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from 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 and persons employed or utilized by the contractor in the performance of this Contract.

5.4 This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS.

As the CITY to enters into this Contract, CONTRACTOR makes the following representations:

6.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda) and the other related data identified in the Bidding Documents including "technical data."

6.2 CONTRACTOR has visited the representative sites and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work, including the City's Grant Agreement with DEO I0094 and DEO I019.

6.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

6.4 The CONTRACTOR is aware of the general nature of Work to be performed by CITY and others at the site that relates to the Work as indicated in the Contract Documents.

6.5 The CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, and reports identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

6.6 The CONTRACTOR has given the CITY'S REPRESENTATIVE written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by the CITY'S REPRESENTATIVE is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

6.7 The CONTRACTOR warrants the following:

6.7.1 Anti-Discrimination: The CONTRACTOR agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this Contract because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and to abide by all federal and state laws regarding non-discrimination.

6.7.2 Anti-Kickback: The CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the CITY or any other applicable federal or state agency, has any interest, financially or otherwise, in the Project. For breach or violation of this warranty, the CITY shall have the right to declare contractor in default, and/or annul this Contract without liability or, in its discretion, to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

6.7.3 Licensing and Permits: The CONTRACTOR warrants that it shall have, prior to commencement of work under this Contract and at all times during said work, all required licenses and permits whether federal, state, County or City.

6.7.4 Public Entity Crime Statement: The CONTRACTOR warrants that it has not been placed on the convicted vendor list following a conviction for public entity crime, as specified in Document 00200, Section 7.5, of the Instructions to Bidders.

ARTICLE 7. CONTRACT DOCUMENTS.

7.1 The Contract Documents listed below, which are listed in their order of precedence for the purpose of resolving conflicts, errors and discrepancies, by this reference shall become a part of the Contract as though physically attached as a part thereof:

7.1.1 Change Orders.

7.1.2 Exhibits to this Contract.

7.1.3 Supplementary Conditions.

7.1.4 General Conditions.

7.1.5 Any federal, state, county or city permits for the Project

7.1.6 Bid Documents, including but not limited to: Addendum, Invitation to Bid, Instructions to Bidders, Bid Form provided by CONTRACTOR, Notice of Award and Notice to Proceed. Such documents shall include specifically, ATTACHMENTS A through W of the:

City of Marathon Bid Package for

**FOR GRANTS MANAGEMENT SERVICES AND OTHER GRANT SUB-CONTRACTUAL NEEDS
UNDER CDBG-DR VHB DEO GRANT AGREEMENT I0094 AND CDBG-DR IR DEO GRANT
AGREEMENT IO19**

7.1.7 Addenda subject matter takes the same precedence of the respective subject matter that it is modifying. Furthermore, each subsequent addendum takes precedence over previous addenda.

7.1.8 The documents listed above shall be incorporated into this Contract (except as expressly noted otherwise above).

7.1.9 There are no Contract Documents other than those listed above in this Article. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

7.1.10 The Contract Documents shall remain the property of the CITY. The CONTRACTOR shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided; however, that in no event shall the CONTRACTOR use, or permit to be used, any or all of such Contract Documents on other projects without the City's prior written authorization.

7.1.11 The General Conditions discuss the bond and surety requirements of the CITY. This Contract requires the CONTRACTOR to provide payment and performance bonds, unless stated otherwise in Section 255.05, Florida Statutes. If the Contract does not require bonds, the references to bonds in the General Conditions do not apply to this Contract.

ARTICLE 8. MISCELLANEOUS.

8.1 Terms used in this Contract which are defined in Article 1 of the General Conditions, Section 700, will have the meanings indicated in the General Conditions. Terms used in Article 1 of the Instructions to Bidders, Section 200, also apply to this Contract.

8.2 Except as otherwise provided in the Contract Documents with respect to subcontractors, no assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party thereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3 CITY and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

8.4 Severability. Should any provision, paragraph, sentence, word, or phrase contained in this Contract be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, then shall be deemed severable, and in this Contract, shall remain unmodified and in full force and effect.

8.5 **Remedies.** If and when any default of this Contract occurs, the CITY may avail itself of any legal or equitable remedies that may apply, including, but not limited to, liquidated damages specified in Article 3.4, actual damages, and specific performance. Such remedies may be exercised in the sole discretion of the CITY. Nothing contained in this Contract shall limit the CITY from pursuing any legal or equitable remedies that may apply. A default by CONTRACTOR under any contract with the CITY will be a default under all contracts with the CITY. The CITY may apply the proceeds from any contract between CONTRACTOR and the CITY to satisfy amounts owed by the CONTRACTOR to the CITY under any other contract.

8.6 **Access to Public Records.** The CONTRACTOR shall comply with the applicable provisions of Chapter 119, Florida Statutes.

8.6.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Consultant providing services to the City under this Agreement shall be the property of the City. The Records are not intended or represented to be suitable for use, partial use, or reuse by the City or others on extensions of this project or on any other project. Any such use, reuse, or modifications made by the City to any of Consultant's Records will be at City's sole risk and without liability to Consultant, and City shall, to the extent allowable by Florida law, and subject to Section 768.28, Florida Statute, and all monetary limits listed therein, indemnify, defend and hold Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom.

8.6.2 The "CONTRACTOR" as defined by Section 119.0701(1)(a), Florida Statutes, and shall comply with the public records provisions of Chapter 119, Florida Statutes, including the following:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City Clerk, provide the City 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 of the contract if the CONTRACTOR does not transfer the records to the City.
4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the CONTRACTOR or keep and maintain public records required by the City to perform the service. If the CONTRACTOR transfers all public records to the City upon completion 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 of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

8.6.3 "Public Records" is defined in Section 119.011(12), Florida Statutes, and includes all documents, papers, letters, photographs, data processing software, or other material, regardless of physical form, made or received in connection with this Agreement.

8.6.4 Should the CONTRACTOR assert any exemption to the requirements of Chapter 119 and related law, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the CONTRACTOR.

8.6.5 The CONTRACTOR consents to the City's enforcement of the CONTRACTOR's Chapter 119 requirements by all legal means, including, but not limited to, a mandatory injunction, whereupon the CONTRACTOR shall pay all court costs and reasonable attorney's fees incurred by the City.

8.6.6 The CONTRACTOR's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by the CONTRACTOR shall be grounds for immediate unilateral cancellation of this Agreement by the City.

8.6.7 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 305-743-0033,
CITYCLERK@CI.MARATHON.FL.US, OR 9805 OVERSEAS HIGHWAY, MARATHON
FLORIDA 33050.**

8.7 Inspection and Audit. During the term of this Contract and for five (5) years from the date of final completion or Termination, the CONTRACTOR shall allow CITY representatives access during reasonable business hours to CONTRACTOR'S records related to this Contract for the purposes of inspection or audit of such records. If upon an audit of such records, the CITY determines the CONTRACTOR was paid for services not performed, upon receipt of written demand by the CITY, the CONTRACTOR shall remit such payments to the CITY.

8.8 Counterparts. This contract may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.

8.9 Notices. Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail or hand delivery to:

FOR CONTRACTOR:

Tetra Tech, Inc.
Betty Kamara, Contracts Manager
2301 Lucien Way, Suite 120
Maitland, FL 32751
407-803-2551 | TDR.Contracts@tetrattech.com

FOR CITY:

George Garrett, City Manager
9805 Overseas Highway
Marathon, Florida 33050
ATTN: City Manager

WITH COPY TO:

Steve Williams, City Attorney
9805 Overseas Highway
Marathon, Florida 33050
Phone: 305-289-4103
Fax: 305-289-4123

8.10 WAIVER OF JURY TRIAL AND VENUE. The CITY and CONTRACTOR knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in State and or Federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract, arising out of, under, or in connection with the Work, or any course of conduct, course of dealing, statements or actions or inactions of any party. The venue for any lawsuit arising out of this Contract shall be Monroe County, Florida.

8.11 Attorneys' Fees. If either the CITY or CONTRACTOR is required to enforce the terms of the Contract by court proceedings or otherwise, whether or not formal legal action is required, the parties shall bear their own attorney fees, costs and expenses, at the trial and appellate level.

8.12 Amendments. This Contract may only be amended by the prior written approval of the parties or by execution of a Change Order in the form attached hereto as **Exhibit "B"**.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature: THE CITY OF MARATHON, FLORIDA, signing by and through its Mayor or Vice Mayor, authorized to execute same by Council action on the 8th day of June 2021 and by Tetra tech, Inc. (Contractor), signing by and through its Authorized Rep., duly authorized to execute same.

CONTRACTOR

WITNESS

By: P. O. L.

By: TETRA TECH, INC
Jonathan Burciel, Business Unit President
Authorized Representative, Tetra Tech, Inc.

By Ralph Natale
(Signature and Title)
(Corporate Seal)

Director, Post Disaster Programs
(Type Name/Title signed above)

1st day of July, 2021.



CITY

CITY OF MARATHON, FLORIDA

Luigi Angeli
Mayor

ATTEST

Diane Clavick
City Clerk

9 day of June, 2021.

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND BENEFIT OF THE CITY OF MARATHON ONLY:

By: St. Z. Will
City Attorney

(* In the event that the Contractor is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the contract to do so in its behalf.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Jonathan Burgiel, certify that I am the Business Unit President of Tetra Tech, Inc. and that Jonathan Burgiel, who signed the Bid with the City of Marathon, Monroe County, Florida for RFP - 2021-01, is an authorized signatory of said Corporation with full authority to sign said Bid on behalf of the Corporation.

Signed and sealed this 1st day of July, 2021

(SEAL) [Signature]
Signature

Jonathan Burgiel
Typed w/Title Business Unit President

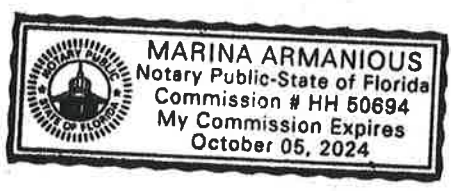


STATE OF FLORIDA
COUNTY OF Orange

SWORN TO AND SUBSCRIBED before me this 1st day of July, 2021

My Commission Expires: 10/05/2021

[Signature]
Notary Public



CERTIFICATE AS TO AUTHORIZED CORPORATE PERSONNEL

I, Jonathan Burgiel, certify that I am the Business Unit President of Tetra Tech, Inc. who signed the Bid with the City of Marathon, Monroe County, Florida, for the project titled RFP 2021-01, and that the following persons have the authority to sign **payment requests** on behalf of the Corporation:

[Signature] Lisa Ames / VP finance & Accounting operations
(Signature) (Typed Name w/Title)

[Signature] Brad Wesolowski / Accounting Manager
(Signature) (Typed Name w/Title)

[Signature] Joe Arroyo / controller
(Signature) (Typed Name w/Title)



Signed and sealed this 1st day of July, 2021

(SEAL) [Signature]
Signature

Jonathan Burgiel / Business Unit President
Typed w/Title

STATE OF FLORIDA
COUNTY OF MONROE

SWORN TO AND SUBSCRIBED before me this 1st day of July, 2021

My Commission Expires: 10/05/2024

[Signature]
Notary Public

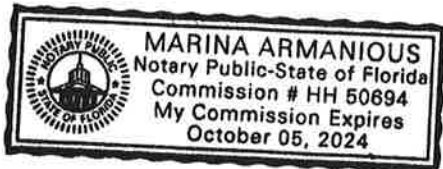


EXHIBIT "A"
BID

See Attached. Estimate costs shown in the following page do not reflect costs associated with the administration of DEO I019 and do not reflect actual expenditures in the administration of either grant and therefore are just that, estimates, and not a commitment on the part of the CITY for the amount estimated.



Fee Schedule

The proposed estimated budget of **\$576,030.00** for consulting services is based on Tetra Tech's current understanding of the project requirements and best estimates of level of effort required to perform the basic services and may be subject to change upon agreement between the City and Tetra Tech. Exhibit 7-1 outlines the anticipated labor categories, hourly rates, and estimated hours for each labor category for the consulting services.

Exhibit 7-1: Estimated Cost Breakdown by Labor Category for Consulting Services [1] [2]

Labor Category	Estimated Hours	Hourly Rate	Estimated Total
Project Manager			
SME	1584	\$150.00	\$237,600.00
Case Manager	88	\$250.00	\$22,000.00
Senior Grants Technician	880	\$120.00	\$105,600.00
Land Survey Inspector	462	\$150.00	\$69,300.00
Demolition Specialist	72	\$230.00	\$16,560.00
Property Appraiser	88	\$175.00	\$15,400.00
Title Agent	121	\$140.00	\$16,940.00
Field Inspector	132	\$240.00	\$31,680.00
Principal Environmental Scientist	132	\$140.00	\$18,480.00
Associate Environmental Scientist	88	\$220.00	\$19,360.00
Senior Environmental Scientist	96	\$150.00	\$14,400.00
Environmental Inspector	11	\$170.00	\$1,870.00
ER Inspector	48	\$115.00	\$5,520.00
Estimated Total for Consulting Services	11	\$120.00	\$1,320.00
			\$576,030.00

[1] The above estimated level of effort and associated costs are based on available information and assumptions at the time the estimates were prepared and do not represent the actual cost of the project. The fee for services will be based on the actual hours of services furnished multiplied by Tetra Tech's hourly rates. If, during the performance of this work, it is determined additional funding is required in order to complete the project, Tetra Tech and the City will mutually agree on a new/revised estimated cost.

[2] Tetra Tech may in its discretion, use fewer hours of one labor category and more hours of another labor category or categories, so long as Tetra Tech does not exceed the estimated project budget.

For demolition services, the rates listed in Exhibit 7-2 shall apply.

Exhibit 7-2: Rate Schedule for Demolition Services [3][4][5]

Category	Hourly Rate
Large Excavator	
Small Excavator	\$175
Backhoe	\$125
Skid Steer	\$150
Dump Truck	\$120
Large Loader	\$100
Large Air Compressor w/air jack hammer	\$175
Labor Price (non-operator)	\$100
	\$45



- [3] The hourly rates are burdened to include overhead, profit, labor (operator) and standard expenses. Cost for mobilization and demobilization are not absorbed in the hourly rates and shall be billed to the City separately.
- [4] Upon request by the City and after an inspection is completed per property, a proposed cost estimate with a detailed scope shall be provided to the City for demolition services.
- [5] Additional categories and rates may be added upon mutual agreement of the Parties.

Assumptions

This scope of services and cost are based on the following key assumptions and constraints. Deviations that arise during the project will be managed through a standard change control process.

- **Project Sponsor.** The City will assign a primary point of contact to serve as project sponsor to address administrative and functional issues.
- **Access to Personnel.** The City personnel will be readily available to provide support, grant timely access to data, provide input to the project requirements, and participate in meetings.
- **Access to Materials.** Documentation pertinent to the execution of this project should be made available to Tetra Tech for review in electronic format within five (5) business days of the request from Tetra Tech. Availability of the appropriate documentation is critical to obtaining the information required for the overall success of this program. Information presented will be accepted as factual. If information is not available to Tetra Tech upon request, the project tasks may be delayed.
- **Work Location/Meeting Space.** Tetra Tech will perform work both on-site at City offices and remotely during the performance period in. The work location of each individual assigned to the project by Tetra Tech will be mutually agreed to by the City and Tetra Tech.
- **Other Assistance Needed.** The budget presented is limited to the scope of work included in the Tetra Tech's proposal. Should the City request additional assistance on activities related to grant management support, it should be requested through a contract amendment process. To the extent that the City requests additional consulting support beyond this scope and budget, Tetra Tech will provide a separate scope, timeline, and budget for the requested additional effort in a separate submission to the City for approval.
- **Project Schedule.** Tetra Tech will work with the City on a project schedule to monitor project progress and make mutually agreed upon adjustments as needed.
- **Level of Effort.** No more than 20 properties will be purchased under this project, no more than 30 properties require eligibility/intake services. The total project funds for the City's CDBG-DR Voluntary Home Buyout Program is \$5M.
- **Grant Administration.** Grant administration costs do not include URA services.
- **Land Survey.** Properties under this project are under 6,000 sq ft +1- in an improved platted subdivision with a known established survey control network in place. The properties are not irregular in shape and are typically rectangular with 4 property corners to establish. Waterfront properties included in this category are typically on an improved canal and include a seawall rather than a natural shoreline to be located. These properties are either vacant of improvements or have straightforward improvements on the property.
- **Closing and Legal Fees.** Buyout properties under this project will have pre-storm and current fair market value at less than \$1M.
- **Building Inspection.** Cost for building inspection services shall include the effort to inspect property for storm damage and/or complete a DOB inspection, if required by the program.
- **Proposal.** This proposal is based on our current understanding of the project, and revisions are subject to mutual agreement on the final work scope/schedule and other technical/management requirements desired by the City. The final approved proposal will be part of the resulting Contract by reference or incorporated as an exhibit in its entirety.

**AMENDMENT NUMBER 1
TO
GRANTS MANAGEMENT CONTRACT
Grants Management Services and Other Grant Sub-Contractual Needs Under CDBG-DR VHB
DEO Grant Agreement I0094 and CDBG-DR IR DEO Grant Agreement I019**

This Amendment is made and entered into this 12th day of April 2022 by and between the City of Marathon, a political subdivision of the State of Florida ("City") and Tetra Tech, Inc., a Delaware corporation authorized to do business in the State of Florida ("Consultant"), both collectively referred to as the "Parties".

WITNESSETH:

For and in consideration of the mutual covenants, restrictions, and representations set forth herein, the sufficiency of which is hereby acknowledged, City and Consultant do hereby agree as follows:

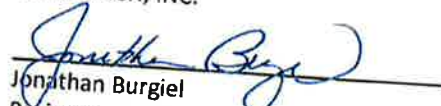
1. City and Consultant entered into an Agreement on May 11, 2021 pursuant to which the Consultant agreed to provide professional CDBG-DR Grant Management Services for the City, which Agreement allows for changes to be made to the agreement with prior written agreement signed by the parties.
2. City and Consultant now wish to modify the Agreement in order to provide Licensed Tenant Relocation (URA) Consultant Services and increase the Contract Price which the additional scope and associated cost are described in Exhibit A1, attached hereto. As such, the Parties hereby agree Consultant shall provide URA consulting services and the Agreement not to exceed amount is increased by \$59,400.00 from \$576,030.00 to \$635,430.00.
3. All other provisions of the May 11, 2021 Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties evidence their agreement through the execution of this FIRST Amendment by their duly authorized signatories.


ATTEST


Betty Kamaya
Contracts Administrator

CONSULTANT
TETRA TECH, INC.


Jonathan Burgiel
Business Unit President

ATTEST:


Name: Diane Clavier
Title: City Clerk

CITY
CITY OF MARATHON, FLORIDA

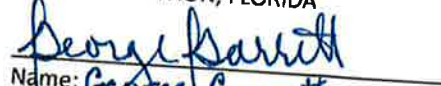

Name: George Garrett
Title: City Manager

EXHIBIT A1

Sponsored by: Garrett

CITY OF MARATHON, FLORIDA
RESOLUTION 2022-38

A RESOLUTION OF THE CITY OF MARATHON, FLORIDA, APPROVING CHANGE ORDER NO. 1 TO CONTRACT BETWEEN THE CITY AND TETRA TECH, INC. IN THE CURRENT AMOUNT OF \$59,400.00 FOR THE VOLUNTARY HOME BUYOUT PROGRAM, LICENSED TENANT RELOCATION (URA) CONSULTANT SERVICES; INCREASING THE CONTRACT IN AN AMOUNT NOT TO EXCEED \$635,430; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CHANGE ORDER AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Marathon accepted and approved Agreement I0094 between the City and the Department of Economic Opportunity (DEO) to carry out the Community Development Block Grant – Disaster Recovery Voluntary Home Buyout program (CDBG-DR VHB) as reflected in Resolution 2020-026; and

WHEREAS, the City of Marathon has a standing Contract with the Tetra Tech Inc. (Resolution 2021-43); and

WHEREAS, the Contractor is current and is providing good service in consideration of the terms of the Contract; and


WHEREAS, City staff indicates that it is in the best interest of the City to amend the Contract for to include URA services as part of the scope,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

- Section 1.** The above recitals are true and correct and incorporated herein.
- Section 2.** The City Council approves the of the Contract change order with Tetra Tech Inc.
- Section 5. Effective Date.** This Resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 12TH DAY OF APRIL, 2022.

THE CITY OF MARATHON, FLORIDA



John Bartus, Mayor

AYES: Gonzalez, Still, Zieg, Bartus
NOES: None
ABSENT: Cook
ABSTAIN: None

ATTEST:



Diane Clavier, City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE
CITY OF MARATHON, FLORIDA ONLY:**



Steve Williams, City Attorney



**Proposed Rates for Licensed Tenant Relocation (URA)
Consultant Services under Tetra Tech Contract 2021-RFP-01
for CDBG DR Grants Management Services**

March 14, 2022

Submitted to:

Mr. Brian Shea
Director of Planning
City of Marathon
9805 Overseas Highway
Marathon Florida 33050
Phone: (305) 289-4109

Submitted by:

Technical representative:
Marilyn Reeves-Saulsberry
2301 Lucien Way, Suite 120
Maitland, FL 32751
Phone: (954) 479-6226
Fax: (321) 441-8501
E-mail: m.reevessaulsberry@tetrattech.com

Contractual representative:

Ms. Betty Kamara
2301 Lucien Way, Suite 120
Maitland, FL 32751
Phone: (321) 441-8518
Fax: (321) 441-8501
E-mail: betty.kamara@tetrattech.com

City of Marathon, Florida
Tetra Tech, Inc.
Proposal for Licensed Tenant Relocation (URA) Consultant Services
under Contract 2021-RFP-01 for CDBG DR Grants Management Services
03/24/2022

I. SCOPE OF SERVICES

1. Tetra Tech and its subcontractor(s), hereinafter referred to as the Relocation Consultant, will assist The City of Marathon with the relocation of, and payment of benefits to, tenants eligible under Federal law for such benefits in conjunction with an acquisition project under CDBG-DR.
2. Tetra Tech believes that there are up to 10 tenants eligible for these benefits.
3. The properties will be acquired using voluntary acquisition under the Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs Act of 1970 (referred to as the Uniform Act), as amended by Regulations at 49 CFR, Part 24 and Florida Statutes. Relocation work and assistance will be performed as per U.S. Department of Housing & Urban Development (HUD) standards.
4. The Relocation Consultant will review eligibility for relocation benefits and provide The City of Marathon with an estimate of the total relocation costs required for each property. The review eligibility scope for URA is listed as follows:
 - a. Obtain information from each tenant and calculate the relocation benefit.
 - b. Work with the client to identify comparable units in the community and adjacent communities if none are available in the community.
 - c. Work with the tenant to coordinate moving and determine the moving compensation.
 - d. Inform the City of each cost related to Relocation and moving with a minimum of four (4) weeks' notice to provide funds necessary.
 - e. Create the external and internal URA forms required to be in compliance with HUD regulations.
5. The Relocation Consultant will approve vouchers for payment for eligible relocation costs by separate vendors and recommend payment to the City of Marathon, if necessary.
6. The Relocation Consultant will comply with regulatory requirements relating to Uniform Relocation Assistance, issuance of notices, calculation of benefits, and documentation.
7. The Relocation Consultant will confer with City representatives on a regular basis to keep them informed of progress, as requested.
8. An electronic file on work under this agreement will be prepared and delivered to the City of Marathon Grants Coordinator at the completion of the project.
9. Additional compensation on an hourly rate may be considered for unusual circumstances if the budget Not-to-Exceed allows and the work is within scope parameters under the City and Tetra Tech's current MSA Contract.

II. ESTIMATED COST

The proposed estimated budget of **\$59,400.00** in Exhibit 1 is based on Tetra Tech's current understanding of the project requirements and best estimates of level of effort required to perform the basic services and may be subject to change. The fee for the services under this proposal will be based on the actual

hours of services furnished multiplied by Tetra Tech's billing hourly rate. Table 1 below outlines the anticipated staff positions and level of effort.

Table 1: Estimated Cost Breakdown [1][2][3]

Labor Category	Hourly Rate	Estimated Hours	Estimated Total
Case Manager	\$120.00	110	\$13,200.00
URA Specialist	\$165.00	220	\$36,300.00
Project Manager	\$150.00	66	\$9,900.00
Estimated Total			\$59,400.00

[1] The above estimated level of effort and associated costs are based on available information at the time the estimates were prepared and do not represent the actual cost as the fee for the services will be based on the actual hours of services furnished multiplied by Tetra Tech's hourly rates.

[2] Tetra Tech may take the following actions, in its discretion, so long as Tetra Tech does not exceed the total estimated amount without written approval by the City: (i) Use fewer hours of one labor category and more hours of another labor category or categories; and (ii) use fewer hours within one deliverable and more hours within another deliverable.

[3] The hourly rates are fully burdened to include overhead, profit, and standard expenses.

III. PROJECT ASSUMPTIONS AND CONSTRAINTS

This project is based on the following key assumptions and constraints. Deviations that arise during the proposed project are managed through a standard change order control process.

1. **Project Sponsor.** The City will assign a primary point of contact to serve as project sponsor to address administrative and functional issues.
2. **Records Management.** Tetra Tech assumes the City is responsible for developing and operating a records management system for record retention outside of the currently operating RecoveryTrac system. Tetra Tech will upload URA tenant documentation into the case file in RecoveryTrac or the existing OneDrive folder for the City's VHBP for record keeping.
3. **Access to Materials.** Documentation pertinent to the execution of this project should be made available for review in electronic format within five business days of the request from Tetra Tech. Availability of the appropriate documentation is critical to obtaining the information required for the overall success of this program. Information presented will be accepted as factual. If information is not available to Tetra Tech upon request, the project tasks may be delayed.
4. **Access to Key Personnel.** Availability of City of Marathon key personnel is critical to obtaining the information required for the overall success of this project. Information presented by key personnel will be accepted as factual and no confirmation will be made.
5. **Period of Performance.** The Period of Performance for this task will go through December 31, 2022. If the Period of Performance is required to be extended due to reasons beyond the Tetra Tech Team's control, such unforeseen circumstances may result in an increase in the project timeline and budget.
6. **Scope.**
 - Tetra Tech assumes no more than ten (10) tenants that require URA assistance. If additional tenants are identified, Tetra Tech will work with the City to confirm any scope and pricing changes required to process the additional tenants.
 - Tetra Tech assumes no more than 3 certified mailing per tenant. Any certified mail over this, for reasons outside of Tetra Tech's control, may result in a scope change and/or price increase.

7. **Withdrawn or Ineligible Tenants.** In the case in which a tenant may become ineligible for URA after initial contact, such as if a Tenant moves out of the buyout dwelling and therefore forfeits their rights to financial assistance under URA, Tetra Tech will bill the City for the work up to the point that Tetra Tech worked with the Tenant, as well as any labor incurred to create the Tenant closeout file for City HUD compliance.
8. **Payment Plan.** The City will be invoiced monthly. Invoice payment terms are net 30 days.
9. **Proposal.** This proposal is based on our current understanding of the project, and revisions are subject to mutual agreement on the final work scope/schedule and other technical/management requirements desired by the City. The final approved proposal will be part of the resulting contract amendment by reference or incorporated as an exhibit in its entirety.

Project Budget – Contract Addendum

To the extent that the City of Marathon requests Tetra Tech’s assistance for URA services, the following positions and hourly rates apply. Moreover, additional labor categories have been added for Boundary/Land Surveyor. There is no change in the originally proposed total costs for Boundary/Land Surveyor services, only the addition of labor categories in which land surveyors can bill.

Below are the budgeted hours and cost by labor category for Tetra Tech’s work on the project and includes the rates for Tetra Tech to implement URA for the VHBP as well as additional labor rates for Boundary/Land Surveyor services (with no increase of total cost). The below estimated level of effort and associated costs shown in Exhibit 1 are based on available information at the time the estimates were prepared and do not represent the actual cost of the project. The fee for services will be based on the actual hours of services furnished multiplied by Tetra Tech’s hourly rates. Tetra Tech may take the following actions, in its discretion, so long as Tetra Tech does not exceed the estimated grand total shown in Exhibit 1, whichever option is chosen by the City, such as use fewer hours of one labor category and more hours of another labor category or categories.

Exhibit 1: Revised Hourly Rate Schedule

Position Description	Fully Loaded Hourly Rate*	Estimated Number of Hours	Estimated Total
Project Manager	\$150	1,650.00	\$247,500
SME	\$250	88.00	22,000.00
Case Manager	\$120	990.00	\$118,800
Senior Grants Technician	\$150	462.00	69,300.00
Land Survey Inspector/Field Crew	\$252	0	\$0
Land Survey Inspector/Auto Cad Drafting	\$150	0	\$0
Land Surveyor and Mapper	\$230	72.00	16,560.00
Demolition Specialist	\$175	88	15,400.00
Property Appraiser	\$140	121.00	16,940.00
Title Agent	\$240	132	31,680.00
Field Inspector	\$140	132.00	18,480.00
Principal Environmental Scientist	\$220	88.00	19,360.00



Associate Environmental Scientist	\$150	96.00	14,400.00
Senior Environmental Scientist	\$170	11.00	1,870.00
Environmental Inspector	\$115	48.00	5,520.00
ER Inspector	\$120	11.00	1,320.00
Relocation Specialist	\$165	220	\$36,300
Total			635,430.00

*Rates are "fully loaded" including staffing travel, program printing and mailing costs

Assumptions

- 1. Estimated Budget:** The budget for grant management services in this contract are considered estimates and Tetra Tech reserves the right to adjust the budget, with City approval, during the course of program execution if scope parameters change.
- 2. Project Sponsor:** City will assign a primary point of contact to serve as project sponsor to address administrative and functional issues.
- 3. Work Location:** Office space will be provided by the City of Marathon when remote work is not being performed.
- 4. Number of properties:** Tetra Tech will perform eligibility for up to 30 properties and up to 22 properties will be purchased by the City's Voluntary Home Buyout Program (VHBP) program during the period of performance.
- 5. Program Allocation:** Tetra Tech understands that \$5,450,000 in CDBG-DR funds will be utilized for this buyout program. Should the Florida Department of Economic Opportunity (DEO) reassign additional funds, we will work with the City to develop a supplemental scope of work and budget for the additional level of effort.
- 6. Documentation:** Documentation pertinent to the execution of this project should be made available to Tetra Tech for review in electronic format within five business days of the request from Tetra Tech.

7. **Key Personnel:** Availability of City key personnel is critical to obtaining the information required for the overall success of this project. Information presented by key personnel will be accepted as factual and no confirmation will be made.
8. **Project Schedule:** Tetra Tech will work with the City to continue to refine the project schedule to monitor project progress and make mutually agreed upon adjustments as needed. If Tetra Tech's project schedule is delayed or the effort of work is increased due to circumstances outside of Tetra Tech's control, such as delays in the tasks performed by City procured contractors or City departments, Tetra Tech will notify the City if Tetra Tech's level of effort needs to be increased.
9. **Duration of Work:** The period of performance in the Contract may be extended upon approval by both parties. To the extent the term is required to be extended due to reasons beyond the Tetra Tech Team's control; such unforeseen circumstances may result in an increase in the project timeline and/or budget.
10. **Contract Services Within Period of Performance:** Tetra Tech will work with the City on tasks and provide technical services provided contract scope, including contract scope amendments, through the period of performance currently identified in the Contract.
11. **Additional Services:** Pursuant to Article 3 of the RFP, if additional services are requested, Tetra Tech will respond with a fee proposal to perform the requested services.

AMENDMENT NUMBER 2
TO
GRANTS MANAGEMENT CONTRACT
Grants Management Services and Other Grant Sub-Contractual Needs Under CDBG-DR VHB
DEO Grant Agreement I0094 and CDBG-DR IR DEO Grant Agreement I019

This Amendment is made and entered into this 9th day of August 2022 by and between the City of Marathon, a political subdivision of the State of Florida ("City") and Tetra Tech, Inc., a Delaware corporation authorized to do business in the State of Florida ("Consultant"), both collectively referred to as the "Parties".

WITNESSETH:

For and in consideration of the mutual covenants, restrictions, and representations set forth herein, the sufficiency of which is hereby acknowledged, City and Consultant do hereby agree as follows:

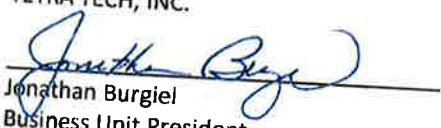
1. City and Consultant entered into an Agreement on May 11, 2021 pursuant to which the Consultant agreed to provide professional CDBG-DR Grant Management Services for the City, which Agreement allows for changes to be made to the agreement with prior written agreement signed by the parties.
2. City and Consultant desire to add the Federal Contract clauses in accordance with 2 C.F.R. 200.326 and 2 C.F.R. Part 200 Appendix II Required Contract Clauses to this Agreement, attached hereto as Attachment A.
3. All other provisions of the May 11, 2021 Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties evidence their agreement through the execution of this SECOND Amendment by their duly authorized signatories.

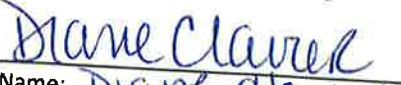
ATTEST


Betty Karnara
Contracts Administrator

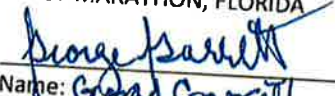
CONSULTANT
TETRA TECH, INC.


Jonathan Burgiel
Business Unit President

ATTEST:


Name: Diane Clavier
Title: City Clerk

CITY
CITY OF MARATHON, FLORIDA


Name: George Carroll
Title: City Manager

ATTACHMENT A

FEMA CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AW ARDS REQUIRED

BY 2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200

REMEDIES

(For all awarded contracts with a value greater than \$150,000.00)

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. Any violation or breach of terms of this contract of the Contractor or the Contractor's sub-contractors will be subject to the remedies, including liquidated damages, described in the bid specifications or Request for Proposal and the Client rules and regulations and special conditions which are incorporated herein by reference in their entirety.

TERMINATION FOR CAUSE AND CONVENIENCE

(For all awarded contracts with a value greater than \$10,000.00)

The Client reserves the right to terminate this contract for cause or convenience pursuant to the rules and regulations and special conditions which are incorporated herein by reference in their entirety.

EQUAL EMPLOYMENT OPPORTUNITY

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3) **Enclosed certification**

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

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

DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT

(The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

1. *Minimum wages.*

i. 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 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)(1)(ii) of this section) and the Davis Bacon poster (WH-1321) shall 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.

ii. (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:

- 1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- 2) The classification is utilized in the area by the construction industry; and
- 3) 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 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,

Employment Standards Administration, 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 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)(1)(ii) (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.

- i. 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 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.
- ii. 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, 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.

2. *Withholding.*

The Federal Agency and/or Client 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 contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime 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 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 (Agency) may, after written notice to the 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.

3. *Payrolls and basic records.*

- i. Payrolls and basic records relating thereto shall be maintained by the 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 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 of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

ii. (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency. The payrolls submitted shall set out accurately and completely all of 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 <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency, the 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 contractor to require a subcontractor to provide addresses and social security numbers to the prime 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 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:

- 1) 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;
- 2) 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;
- 3) 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 (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the 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.

- i. The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the federal agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the 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.

4. *Apprentices and trainees-*

- i. *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 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 a 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 contractor's or subcontractors 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 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.
- ii. *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 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.

- iii. *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.
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.
6. *Subcontracts.*
The 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 FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 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.
9. *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.
10. *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 contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
11. *Certification of eligibility.*
 - 1) By entering into this contract, the contractor certifies that neither it (nor he or she) 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 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.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(For all awarded contracts related to "mechanics and laborers" with a value greater than \$100,000.00)

- 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 therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- 3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (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.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

(This requirement **does not apply** to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households - Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement." If FEMA federal award meets definition of "funding agreement" under 37 CFR §401.2(a), for all awarded contracts related to experimental, developmental, or research work type contracts)

(a) Definitions

- (1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of *et seq.*
- (2) *Subject invention* means any invention of the *contractor* conceived or first actually reduced to practice in the performance of work under this *contract*, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401 (d)) must also occur during the period of *contract* performance.
- (3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to

the extent permitted by law or government regulations, available to the public on reasonable terms.

- (4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.
- (5) *Small Business Firm* means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.
- (6) *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501 (c) (3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights

The *Contractor* may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the *Contractor* retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by *Contractor*

- (1) The *contractor* will disclose each subject invention to the *Federal Agency* within two months after the inventor discloses it in writing to *contractor* personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the *contract* under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the *agency*, the *Contractor* will promptly notify the *agency* of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the *contractor*.
- (2) The *Contractor* will elect in writing whether or not to retain title to any such invention by notifying the *Federal agency* within two years of disclosure to the *Federal agency*. However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the *agency* to a date that is no more than 60 days prior to the end of the statutory period.
- (3) The *contractor* will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The *contractor* will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.
- (4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the *agency*, be granted.

(d) Conditions When the Government May Obtain Title

The *contractor* will convey to the *Federal agency*, upon written request, title to any subject invention-

- (1) If the *contractor* fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the *agency* may only request title within 60 days

after learning of the failure of the *contractor* to disclose or elect within the specified times.

- (2) In those countries in which the *contractor* fails to file patent applications within the times specified in (c) above; provided, however, that if the *contractor* has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the *Federal agency*, the *contractor* shall continue to retain title in that country.
- (3) In any country in which the *contractor* decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to *Contractor* and Protection of the *Contractor* Right to File

- (1) The *contractor* will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the *contractor* fails to disclose the invention within the times specified in (c), above. The *contractor's* license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the *contractor* is a party and includes the right to grant sublicenses of the same scope to the extent the *contractor* was legally obligated to do so at the time the *contract* was awarded. The license is transferable only with the approval of the *Federal* to which the invention pertains.
- (2) The *contractor's* domestic license may be revoked or modified by the *funding Federal agency* to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and *agency* licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the *contractor* has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the *funding Federal agency* to the extent the *contractor*, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.
- (3) Before revocation or modification of the license, the *funding Federal agency* will furnish the *contractor* a written notice of its intention to revoke or modify the license, and the *contractor* will be allowed thirty days (or such other time as may be authorized by the *funding Federal agency* for good cause shown by the *contractor*) after the notice to show cause why the license should not be revoked or modified. The *contractor* has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and *agency* regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) *Contractor* Action to Protect the Government's Interest

- (1) The *contractor* agrees to execute or to have executed and promptly deliver to the *Federal agency* all instruments necessary to
 - (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the *contractor* elects to retain title, and
 - (ii) convey title to the *Federal agency* when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.
- (2) The *contractor* agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the *contractor* each subject invention made under *contract* in order that the *contractor* can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c) (1), above. The *contractor* shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The *contractor* will notify the *Federal agency* of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) The *contractor* agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the *contract*) awarded by (identify the *Federal agency*). The government has certain rights in the invention."

(g) Subcontracts

(1) The *contractor* will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work. The subcontractor will retain all rights provided for the *contractor* in this clause, and the *contractor* will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) In the case of subcontracts, at any tier, when the prime award with the *Federal agency* was a contract (but not a grant or cooperative agreement), the *agency*, subcontractor, and the *contractor* agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the *Federal agency* with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (i) of this clause.

(h) Reporting on Utilization of Subject Inventions

The *Contractor* agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the *contractor* or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the *contractor*, and such other data and information as the *agency* may reasonably specify. The *contractor* also agrees to provide additional reports as may be requested by the *agency* in connection with any march-in proceeding undertaken by the *agency* in accordance with paragraph (i) of this clause. As required by 35 U.S.C. 202(c)(5), the *agency* agrees it will not disclose such information to persons outside the government without permission of the *contractor*.

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the *contractor* agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the *Federal agency* upon a showing by the *contractor* or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The *contractor* agrees that with respect to any subject invention in which it has acquired title, the *Federal agency* has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the *agency* to require the *contractor*, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the *contractor*, assignee, or exclusive licensee refuses such a request the *Federal agency* has the right to grant such a license itself if the *Federal agency* determines that:

(1) Such action is necessary because the *contractor* or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the

contractor, assignee or their licensees;

- (3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the contractor, assignee or licensees; or
 - (4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.
- (k) Special Provisions for Contracts with Nonprofit Organizations If the contractor is a nonprofit organization, it agrees that:
- (1) Rights to a subject invention in the United States may not be assigned without the approval of the Federal agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the contractor;
 - (2) The contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;
 - (3) The balance of any royalties or income earned by the contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and
 - (4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the contractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the contractor. However, the contractor agrees that the Secretary applicants, and the contractor will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the contractor could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).
- (l) Communication

Any communications to be given hereunder by either party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, as follows:

Tetra Tech, Inc.

2301 Lucien Way, Suite 120

Maitland, FL 32751

Written notices hereunder delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated five (5) days after deposit in the mail, post prepaid, certified, in accordance with this Paragraph.

CLEAN AIR ACT

(For all awarded contracts with a value greater than \$150,000.00)

- (m) 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.
- (n) The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) 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.

- (o) 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

(For all awarded contracts with a value greater than \$150,000.00)

- (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 etseq.
- (2) The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) 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.

DEBARMENT AND SUSPENSION

Enclosed certification

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

(For all awarded contracts with a value greater than \$100,000.00. **Enclosed certification**)

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

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

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

renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) Contractor will include language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000.00 shall certify and disclose accordingly.

PROCUREMENT OF RECOVERED MATERIALS

(The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.)

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:
 - a) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b) Meeting contract performance requirements; or
 - c) At a reasonable price.
- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.
- (3) The 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) The Contractor agrees to provide the Client, 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 the Disaster Recovery Act of 2018, the Client and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

CHANGES

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

FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

DHS SEAL, LOGO, AND FLAGS

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

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that 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.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, prohibits the Contractor from using equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate and to the extent consistent with law, the Contractor agrees, to the greatest extent practicable, prefer the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

AFFIRMATIVE SOCIOECONOMIC STEPS

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

COPYRIGHT AND DATA RIGHTS

"License and Delivery of Works Subject to Copyright and Data Rights"

The Contractor grants to the Client 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 Contractor will identify such data and grant to the Client 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 Contractor will deliver to the Client 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 Client."

BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

The Contractor Tetra Tech, Inc. certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C.Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Jonathan Burgiel, Business Unit President
Name and Title of Contractor's Authorized Official

05/16/2022
Date

DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and <https://acquisition.gov/far/index.html> see section 52.209-6.

The Contractor Tetra Tech, Inc. certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.



Signature of Contractor's Authorized Official

Jonathan Burgiel, Business Unit President
Name and Title of Contractor's Authorized Official

05/16/2022

Date

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

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

administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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.

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.



Signature of Contractor's Authorized Official

Jonathan Burgiel, Business Unit President

Name and Title of Contractor's Authorized Official

05/16/2022

Date

AMENDMENT NUMBER 3
TO
GRANTS MANAGEMENT CONTRACT
Grants Management Services and Other Grant Sub-Contractual Needs Under CDBG-DR VHB
DEO Grant Agreement I0094 and CDBG-DR IR DEO Grant Agreement I019

This Amendment is made and entered into this 9th day of August 2022 by and between the City of Marathon, a political subdivision of the State of Florida ("City") and Tetra Tech, Inc., a Delaware corporation authorized to do business in the State of Florida ("Consultant"), both collectively referred to as the "Parties".

WITNESSETH:

For and in consideration of the mutual covenants, restrictions, and representations set forth herein, the sufficiency of which is hereby acknowledged, City and Consultant do hereby agree as follows:

1. City and Consultant entered into an Agreement on May 11, 2021 pursuant to which the Consultant agreed to provide professional CDBG-DR Grant Management Services for the City, which Agreement allows for changes to be made to the agreement with prior written agreement signed by the parties.
2. City and Consultant now wish to modify the Agreement in order to provide Demolition, Removal and Disposal Services and increase the Contract Price which the additional scope and associated cost are described in Exhibit A2, attached hereto. As such, the Parties hereby agree Consultant shall provide demolition, removal and disposal services and the Agreement not to exceed amount is increased by \$487,540.00 from \$635,430.00 to \$1,122,970.00.
3. City and Consultant desire to extend the Agreement term end date to May 31, 2023. Such end date may be extended further by written agreement signed by both parties.
4. All other provisions of the May 11, 2021 Agreement shall remain in full force and effect.

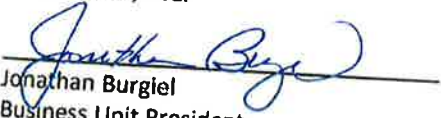
IN WITNESS WHEREOF, the parties evidence their agreement through the execution of this THIRD Amendment by their duly authorized signatories.

ATTEST


Betty Kamara
Contracts Administrator

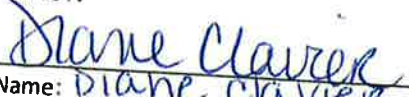
CONSULTANT

TETRA TECH, INC.


Jonathan Burgiel
Business Unit President

ATTEST:

Name: Diane Clavier
Title: City Clerk


Diane Clavier
City Clerk

CITY

CITY OF MARATHON, FLORIDA

Name: George Barrett
Title: City Manager

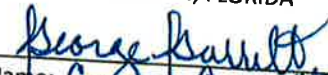

George Barrett
City Manager

EXHIBIT A2

Sponsored by: Garrett

CITY OF MARATHON, FLORIDA
RESOLUTION 2022-87

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A CHANGE ORDER FOR THE CONTRACT BETWEEN THE CITY AND TETRA TECH FOR THE VOLUNTARY HOME BUYOUT PROGRAM, DEMOLITION SERVICES; INCREASING THE CONTRACT IN AN AMOUNT NOT TO EXCEED \$487,540.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CHANGE ORDER AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Marathon accepted and approved Agreement I0094 between the City and the Department of Economic Opportunity (DEO) to carry out the Community Development Block Grant-Disaster Recovery Voluntary Home Buyout program (CDBG_DR VHB) as reflected in resolution 2020-026; and

WHEREAS, the City of Marathon has a standing contract with Tetra Tech Inc (Resolution 2021-43); and

WHEREAS, the Contractor is current and is providing good service in consideration of the terms of the Contract; and

WHEREAS, City staff indicates that it is in the best interest of the City to amend the Contract to include required Demolition services as part of the scope,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

Section 1. The above recitals are true and correct and are incorporated herein

Section 2. The City Council approves of the Contract change order with Tetra Tech, Inc.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 9TH DAY OF AUGUST 2022.

THE CITY OF MARATHON, FLORIDA



Mayor John Bartus

AYES: Cook, Gonzalez, Still, Zieg, Bartus
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:

Diane Clavier

Diane Clavier, City Clerk

(City Seal)

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE
CITY OF MARATHON, FLORIDA ONLY:

St. Williams

Steve Williams, City Attorney



**Proposed Rates for Contract Period of Agreement
Extension & Demolition, Removal and Disposal Services
under Tetra Tech Contract 2021-RFP-01 for CDBG DR
Grants Management Services**

July 1, 2022

Submitted to:

Mr. Brian Shea
Director of Planning
City of Marathon
9805 Overseas Highway
Marathon Florida 33050
Phone: (305) 289-4109

Submitted by:

Technical representative:

Marilyn Reeves-Saulsberry
2301 Lucien Way, Suite 120
Maitland, FL 32751
Phone: (954) 479-6226
Fax: (321) 441-8501
E-mail: m.reevessaulsberry@tetrattech.com

Contractual representative:

Ms. Betty Kamara
2301 Lucien Way, Suite 120
Maitland, FL 32751
Phone: (321) 441-8518
Fax: (321) 441-8501
E-mail: betty.kamara@tetrattech.com

City of Marathon, Florida
CDBG-DR Voluntary Home Buyout Program

Change Order 2: Demolition, Removal and Disposal Services

SCOPE

1. Tetra Tech and its subcontractor(s), hereinafter referred to as the Demolition Subcontractor, will provide demolition, removal, and disposal services for the City of Marathon's CDBG-DR Voluntary Home Buyout Program.
2. There are projected to be up to 12 properties in need of demolition services.
3. Demolition, Removal, and Disposal services will be provided for homes and associated residential structures purchased by the City of Marathon under the Voluntary Home Buyout Program (VHBP).
4. Services to be performed in a manner consistent with City, State and Federal laws, codes, regulations, and environmental standards.
5. These parcels may contain intact residences, partial, or damaged residences to be demolished located in the City of Marathon within the Florida Keys.
6. Each property site will be evaluated to determine demolition, removal, and disposal cost based upon the site visit. A written quotation for the job defining the Scope of Work (SOW) will be issued for a specific address or group of addresses and will include the estimated cost based upon the agreed upon rates for the services to be performed.
7. Asbestos testing results and conditions will be provided as required by property.
8. The Demolition Subcontractor will assist the City with demolition services and provide oversight of the demolition process by:
 - Scheduling acquired properties for demolition contractor services
 - Coordinating utility disconnects and abandonment (as necessary)
 - Coordinating with local nonprofit and volunteer organizations prior to demolition to allow them access to the property to identify and remove items that could be usefully repurposed (optional)
 - Obtaining copies of necessary City permits for case file documentation
 - Demolishing buyout structure and cleanup of property lot to remove debris
 - Grading and seeding of lots to restore buyout properties to greenspace
 - Conducting four inspections following available HUD disaster recovery demolition checklist and/or the City's provided checklists and photographing the property at the milestones listed below:
 - Inspection 1: Vacancy Inspection of the property
 - Inspection 2: Pre-Demolition Inspection
 - Inspection 3: Post-Demolition Inspection
 - Inspection 4: Post-Lot Clearing and Restoration Inspection

COST PROPOSAL

Demolition costs will be categorized in an individual SOW, issued for each property address. The SOW will include a description of activities to be performed at each address with a cost proposal based upon the unit rates listed below. Costs outside of direct demolition construction activities, related to demolition site inspections, non-profit coordination, case file documentation, and assigning/scheduling the demolition will be billed at an hourly rate.

The fee for the demolition construction services under this contract amendment will be based on the actual square footage (or appropriate unit of measurement indicated below) of each property multiplied by billing Unit Rate as set forth in Exhibit 1 below. The unit rates include applicable overhead, profit, and non-labor expenses. The proposed Not-to-Exceed amounts are based on Tetra Tech's current understanding of the project requirements and best estimates of level of effort required to perform the basic services and may be subject to change.

Exhibit 1: Demolition Unit Rate Cost Breakdown
(Includes project labor, materials, and travel expenses)

Task	Rate	Category	Estimated Sq. Ft. Total	Estimated Total Cost
Manufactured/Mobile Home Demolition per Sq Foot	\$13.68	1	4000	\$54,720.00
Concrete Block System (CBS) Demolition per Sq Foot	\$13.44	2	4000	\$53,760.00
Frame/Stick Demolition per Sq Foot	\$14.33	3	2500	\$35,825.00
Stand Alone Rates Below (As Needed)	Rate	Unit of Measure	Estimated Total Units	Estimated Total Cost
Remediation, Abatement, and Clearance of asbestos	\$13.75	Sq. Ft.	3000	\$41,250.00
Removal/Disposal Septic Systems	\$3,750.00	Each	10	\$37,500.00
Removal/Disposal in- water structures	\$62.50	Structure Sq. Ft.	10	\$625.00
Backfill (if needed and if not included in Demolition rates above)	\$62.50	Tons	5	\$312.50
Bahia Sod	\$18.75	Sq. Yard	1000	\$18,750.00
Electric	\$1,250.00	Each	5	\$6,250.00
Propane	\$1,250.00	Each	5	\$6,250.00
Wells	\$937.50	Each	5	\$4,687.50
Water	\$375.00	Each	5	\$1,875.00
Sewer	\$1,875.00	Each	5	\$9,375.00
Vegetation/Tree removal	\$75.00	Cubic Yard	5	\$375.00
Asbestos Bulk Sample Analysis	\$31.25	Each	600	\$18,750.00
Analysis by Point Count	\$50.00	Each	10	\$500.00
Estimated Total				\$290,805.00

Exhibit 2: Demolition Hourly Rate Cost Breakdown
(Includes project labor, materials, and travel expenses)

Position Description	Hourly Rate	Estimated # of Hours	Estimated Total
Case Manager	\$120.00	66	\$7,920.00
SME	\$250.00	11	\$2,750.00
Project Manager	\$150.00	33	\$4,950.00
Field/Demo Inspector	\$175.00	33	\$5,775.00
Environmental Inspector	\$115.00	33	\$3,795.00
Sr. Grants Technician	\$150.00	11	\$1,650.00
Asbestos Inspector	\$218.75	220	\$48,125.00
Drafting Technician	\$75.00	33	\$2,475.00
Project Engineer	\$175.00	110	\$19,250.00
Asbestos Consultant	\$225.00	33	\$7,425.00
Estimated Total		583	\$104,115.00

Exhibit 3: Total Demolition Costs
(Includes project labor, materials, and travel expenses)

Task	Estimated Units	Total Estimated Cost
Hourly Rate: Demolition Services	583 Hours	\$104,115.00
Unit Rate: Demolition, Removal and Disposal	12 Units	\$290,805.00
Change Order 2: Estimated Total:		\$394,920.00

This estimate is valid for 45 days from the date of the proposal. To the extent, the proposed scope and budget do not meet the City's needs; Tetra Tech is willing to negotiate a revised scope and budget.

Change Order 2: Contract Period of Agreement Extension Request

To be able to support the City through the end of the VHBP grant, Tetra tech is requesting an extension to Tetra Tech Contract 2021-RFP-01 for CDBG DR Grants Management Services Period of Performance in the form of amendment to Contract 105S0217 with the City of Marathon.

We request that the Period of Agreement be amended to end 24 months after execution by the City of Marathon on May 11, 2021. The current deadline within Attachment A-Scope of Work to Agreement No.: 105S0217 is December 31st, 2022. The new deadline, if approved will be May 31st, 2023.

There are no changes to the existing Scope of Work. Tetra Tech will continue to perform Grants Management Services through the new Period of Agreement.

Exhibit 4: Contract Period of Agreement Extension Hourly Rate Breakdown
(Includes project labor, materials, and travel expenses)

Position Description	Hourly Rate	Estimated # of Hours	Estimated Total
Case Manager	\$120.00	396	\$47,520.00
SME	\$250.00	22	\$5,500.00
Project Manager	\$150.00	220	\$33,000.00
Sr. Grants Technician	\$150.00	44	\$6,600.00
Estimated Total		682	\$92,620.00

Exhibit 5: Total Demolition, Removal and Disposal Services & Contract Period of Agreement Extension Costs
(Includes project labor, materials, and travel expenses)

Task	Estimated Hours	Total Estimated Cost
Change Order 2: Demolition, Removal and Disposal Services	583	\$394,920.00
Change Order 2: Contract Period of Agreement Extension Grant Management Services	682	\$92,620.00
Estimated Total:	1265	\$487,540.00

PROJECT ASSUMPTIONS AND CONSTRAINTS

This project is based on the following key assumptions and constraints. Deviations that arise during the proposed project are managed through a standard change order control process.

General Assumptions

- Project Sponsor – The City will assign a primary point of contact to serve as project sponsor to address administrative and functional issues.
- Access to Personnel - The City personnel will be readily available to provide support, grant timely access to data, provide input to the project requirements, and participate in meetings.
- Access to Materials – Documentation pertinent to the execution of this project should be made available for review in electronic format within five (5) business days of the request. Availability of the appropriate documentation critical to obtaining the information required for the overall success of this program. Information presented will be accepted as factual. If information is not available upon request the project, tasks may be delayed.
- Work Location/Meeting Space – Tetra Tech will perform work both on-site at City offices and remotely during the performance period. The work location of everyone assigned to the project by Tetra Tech

will be mutually agreed to by the City and Tetra Tech.

- **Other Assistance Needed** – The budget presented is for the scope of work included in the Tetra Tech proposal. Should the City request additional assistance on activities related to grant management support, it should be requested through a contract amendment process. To the extent that the City requests additional consulting support beyond this scope and budget, Tetra Tech will provide a separate scope, timeline, and budget for the requested additional effort in a separate submission to the City for approval.
- **Project Schedule** – Tetra Tech will work with the City on a project schedule to monitor project progress and make mutually agreed upon adjustments as needed.
- **Level of Effort** – No more than 12 properties will be purchased under this project, no more than 30 properties require eligibility/intake services through the end of the grant. The total project funds for the City's CDBG-DR Voluntary Home Buyout Program are \$5M.
- **Cost Estimates** – The proposed cost estimates are based on Tetra Tech's current understanding of the project requirements and best estimates of level of effort and quantities required to perform the services and may be subject to change upon agreement between the City and Tetra Tech.
- **Grant Administration** – Grant administration costs do not include URA services. (URA costs were added by amendment approved 4/12/2022.
- **Proposal** – This proposal is based on our current understanding of the project, and revisions are subject to mutual agreement on the final work scope/schedule and other technical/management requirements desired by the city.

The final approved proposal will be part of the resulting Contract by reference or incorporated as an exhibit in its entirety.

For questions concerning this proposal, please contact the representatives listed below.

Contractual representative:

Ms. Betty Kamara
(407) 803-2551
betty.kamara@tetrattech.com

Technical representative:

Ms. Marilyn Reeves-Saulsberry
(954) 479-6226
jm.reevessaulsberry@tetrattech.com

**AMENDMENT NUMBER 4
TO
GRANTS MANAGEMENT CONTRACT
Grants Management Services and Other Grant Sub-Contractual Needs Under CDBG-DR VHB
DEO Grant Agreement I0094 and CDBG-DR IR DEO Grant Agreement I019**

This Amendment is made and entered into this 31st day of May 2023 by and between the City of Marathon, a political subdivision of the State of Florida ("City") and Tetra Tech, Inc., a Delaware corporation authorized to do business in the State of Florida ("Consultant"), both collectively referred to as the "Parties".

WITNESSETH:

For and in consideration of the mutual covenants, restrictions, and representations set forth herein, the sufficiency of which is hereby acknowledged, City and Consultant do hereby agree as follows:

1. City entered into a Agreement for professional CDBG-DR Grant Management Services with Consultant for a period of eighteen months, beginning on May 11, 2021 through November 11, 2022 with the option to extend the contract term upon mutual agreement.
2. The Agreement term was extended through May 31, 2023 under Amendment No. 3.
3. City and Consultant desire to extend the Agreement term through September 4, 2023. Such end date may be extended further by written agreement signed by both parties.
4. All other provisions of the May 11, 2021 Agreement shall remain in full force and effect.


IN WITNESS WHEREOF, the parties evidence their agreement through the execution of this THIRD Amendment by their duly authorized signatories.

ATTEST



Betty Kamara
Contracts Administrator

CONSULTANT
TETRA TECH, INC.



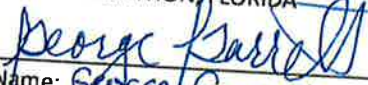
Jonathan Burgiel
Business Unit President

ATTEST:



Name: Maria Covelli
Title: Grants Coordinator

CITY
CITY OF MARATHON, FLORIDA



Name: George Garrett
Title: City Manager

**AMENDMENT NUMBER 5
TO
GRANTS MANAGEMENT CONTRACT
Grants Management Services and Other Grant Sub-Contractual Needs Under CDBG-DR VHB
DEO Grant Agreement I0094 and CDBG-DR IR DEO Grant Agreement I019**

This Amendment is made and entered into this 29th day of August 2023 by and between the City of Marathon, a political subdivision of the State of Florida ("City") and Tetra Tech, Inc., a Delaware corporation authorized to do business in the State of Florida ("Consultant"), both collectively referred to as the "Parties".

WITNESSETH:

For and in consideration of the mutual covenants, restrictions, and representations set forth herein, the sufficiency of which is hereby acknowledged, City and Consultant do hereby agree as follows:

1. City entered into a Agreement for professional CDBG-DR Grant Management Services with Consultant for a period of eighteen months, beginning on May 11, 2021 through November 11, 2022 with the option to extend the contract term upon mutual agreement.
2. The Agreement term was extended through May 31, 2023 under Amendment No. 3 and through September 4, 2023 under Amendment No. 4.
3. City and Consultant desire to extend the Agreement term further through October 4, 2023. Such end date may be extended further by written agreement signed by both parties.
4. All other provisions of the May 11, 2021 Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties evidence their agreement through the execution of this THIRD Amendment by their duly authorized signatories.

ATTEST



Betty Kamara
Contracts Administrator

CONSULTANT

TETRA TECH, INC.



Jonathan Burgiel
Business Unit President

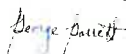
ATTEST:



Name: Maria Covelli
Title: Grants Coordinator

CITY

CITY OF MARATHON, FLORIDA



Name: George Garrett
Title: City Manager

AMENDMENT NUMBER 6
TO
GRANTS MANAGEMENT CONTRACT
Grants Management Services and Other Grant Sub-Contractual Needs Under CDBG-DR VHB
DEO Grant Agreement I0094 and CDBG-DR IR DEO Grant Agreement I019

This Amendment is made and entered into this 5th day of October 2023 by and between the City of Marathon, a political subdivision of the State of Florida ("City") and Tetra Tech, Inc., a Delaware corporation authorized to do business in the State of Florida ("Consultant"), both collectively referred to as the "Parties".

WITNESSETH:

For and in consideration of the mutual covenants, restrictions, and representations set forth herein, the sufficiency of which is hereby acknowledged, City and Consultant do hereby agree as follows:

1. City entered into a Agreement for professional CDBG-DR Grant Management Services with Consultant for a period of eighteen months, beginning on May 11, 2021 through November 11, 2022 with the option to extend the contract term upon mutual agreement.
2. The Agreement term was extended through May 31, 2023 under Amendment No. 3 and through September 4, 2023 under Amendment No. 4 and through October 4, 2023 under Amendment 5.
3. City and Consultant desire to extend the Agreement term further through July 3, 2024. Such end date may be extended further by written agreement signed by both parties.
4. All other provisions of the May 11, 2021 Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties evidence their agreement through the execution of this THIRD Amendment by their duly authorized signatories.


ATTEST



Betty Kamara
Contracts Administrator


CONSULTANT

TETRA TECH, INC.



Jonathan Burgiel
Business Unit President

ATTEST:



Name: Maria Covelli
Title: Grants Coordinator

CITY

CITY OF MARATHON, FLORIDA



Name: George Garrett
Title: City Manager